CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, October 27, 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:

PRESENTATIONS:

1. Proclamation: Hispanic Heritage Month - Nancy Rodriguez, Vice Chair of the Daly City Arts & Culture Commission

2. Proclamation: Filipino American History Month - Skyline College's Kababayan Learning Community (KLC) and Benny Menor, Seafood City

3. Proclamation: Breast Cancer Awareness Month

APPROVAL OF MINUTES:

4. Regular Meeting of October 13, 2025

APPROVAL OF AGENDA:

5. Regular Meeting of October 27, 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.

Communications:

6. Accept 2025 QTR 3 Investment Report

Resolutions:

7. Revise Daly City Bicycle/Pedestrian Advisory Committee Bylaws

8. Approve Professional Services Agreement to Revise the Planned Retreat Management Plan, Revision 1 for Mussel Rock Landfill

9. Approve Partnership with Thornton High School at the Pacelli Event Center

10. Approve Partnership with IN THE LAB and Hoop Bus at the Pacelli Gymnasium

11. Accept and Appropriate Zip Books Grant

12. Approve Proposed Revisions of Building Permit Technician, Building Maintenance Worker I/II and Groundskeeper Gardener I/II Job Specifications (Civil Service)

13. Adopt of Memorandum of Understanding and Salary Schedule between the City of Daly City and Police Officers Association

14. Adopt of Memorandum of Understanding and Salary Schedule between the City of Daly City and Police Management Association

15. Approve Proposed Revisions to Resolution 20-179 Adopting Benefits for Specific Executive Management Positions – Police Chief

16. Approve Employment Agreement with Cameron Christensen as Chief of Police

Check Registers:

17. Check Registers for the Month of September 2025

END OF CONSENT AGENDA

SPECIAL ORDER OF BUSINESS

PUBLIC HEARINGS:

18. Public Hearing on the Censure of Councilmember Pamela DiGiovanni Pursuant to the City Council's Internal Discipline and Censure Policy

    STAFF: Rose Zimmerman

    RECOMMENDATION: Open/Close Hearing
    Council Determination

COMMUNICATIONS:

19. Use Permit UPR-01-23-016044 and Design Review DR-01-23-016046 – Service Station Reconstruction at 101 South Mayfair Avenue

    STAFF: Sam Fielding

    RECOMMENDATION: Adopt Resolution by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

20. Council Committee

21. City Council

22. Staff

ADJOURNMENT:

Proclamation

Hispanic Heritage Month

WHEREAS, The City of Daly City acknowledges the profound and lasting impact of the Hispanic and Latino community, whose contributions have woven an enduring thread into the cultural, social, and economic fabric of our nation and Daly City; and

WHEREAS, the Hispanic and Latino American community has been instrumental in shaping the history and progress of the United States, contributing significantly across diverse fields such as education, healthcare, the arts, athletics, public service, and more; and

WHEREAS, Daly City is home to an estimated 12,690 Hispanic Americans, representing approximately 21.45% of the City's population, who enrich our community with their vibrant culture, traditions, and leadership, from the diverse culinary scene to the numerous community leaders who inspire change and foster inclusivity for all; and

WHEREAS, in 1968, California Congressman George E. Brown initiated a week-long celebration observance and two decades later the celebration was expanded to a month by legislation sponsored by Congressman Esteban Torres and signed into law by President Ronald Reagan stretching from September 15 to October 15; and

WHEREAS, this month is a vital observance that celebrates the rich history and contributions of Hispanic and Latino Americans, fostering a greater understanding and appreciation of their impact in Daly City and the United States; and

WHEREAS, the City of Daly City celebrated Hispanic Heritage Month with its annual Pachanga Daly City – Celebrando Nuestra Cultura on September 20, 2025; and

WHEREAS, we take this opportunity to honor the resilience, dedication, and vibrant spirit of Hispanic and Latino Americans, recognizing their invaluable contributions to Daly City's economic growth, cultural richness, and community strength, as well as their positive impact on our nation.

NOW, THEREFORE, I, Dr. Roderick Daus-Magbual, Mayor, and members of the City Council of the City of Daly City, do hereby proclaim **October 2025 as "HISPANIC HERITAGE MONTH"** and encourage all residents to celebrate and acknowledge the significant contributions of Hispanic Americans to our community.

Signed and sealed by the Mayor and City Council of the City of Daly City this 13TH day of October 2025.

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Dr. Roderick Daus-Magbual, Mayor

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Glenn R. Sylvester, Vice Mayor

_____

Juslyn C. Manalo, Councilmember

_____

Pamela DiGiovanni, Councilmember

_____

Teresa Proaño, Councilmember

Proclamation

Filipino American History Month

WHEREAS, The City of Daly City observes Filipino American History Month each October, dedicating the month to honoring and celebrating the rich heritage, art, history, and culture of the Filipino American community in Daly City and in the United States; and

WHEREAS, the Filipino American community has played a significant role in shaping the social, economic, and cultural fabric of the United States—particularly through leadership in the labor movement, military service, healthcare, education, and the arts. Filipino American's have contributed to the growth and development of the Daly City community and to the Nation; and

WHEREAS, the month of October was chosen as Filipino American History Month to honor the vital role that Filipino Americans have played in U.S. History for over four centuries, beginning with the first documented landing of Filipinos on October 18, 1587, in what is now Morro Bay, California; and

WHEREAS, in recognition of Filipino American History Month, the City in partnership with the Pilipino Bayanihan Resource Center celebrated its 11th Annual Kasayahan Sa Daly City festival on October 4, 2025; and

WHEREAS, this month provides an opportunity to reflect on the ongoing challenges faced by the Filipino American community, including the need for greater representation, cultural preservation, and the pursuit of social justice, as we work towards a more equitable and inclusive society; and

WHEREAS, the City of Daly City values and celebrates the diversity of our community, and recognizes that the Filipino American community enriches our City through civic engagement, entrepreneurship, cultural heritage, and leadership.

NOW, THEREFORE, I, Dr. Roderick Daus-Magbual, Mayor, and members of the City Council of the City of Daly City, do hereby proclaim **October 2025 as "FILIPINO AMERICAN HISTORY MONTH"** and encourage all residents to celebrate and acknowledge the significant contributions of Filipino Americans to our community.

Signed and sealed by the Mayor and City Council of the City of Daly City this 13th day of October 2025.

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Dr. Roderick Daus-Magbual, Mayor

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Glenn R. Sylvester, Vice Mayor

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Juslyn C. Manalo, Councilmember

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Pamela DiGiovanni, Councilmember

_____
Teresa Proaño, Councilmember

Proclamation

National Breast Cancer Awareness Month
October 2025

WHEREAS, October is recognized nationwide, as Breast Cancer Awareness Month, a time to increase public understanding of breast cancer that impacts women, men, families, and communities; and

WHEREAS, breast cancer affects a significant portion of the population, with nearly 1 in 8 women and 1 in 726 men expected to face a diagnosis in their lifetime. As of October 2025, invasive breast cancer has been diagnosed in approximately 316,950 women and 2,800 men nationwide; and

WHEREAS, timely detection remains a vital approach in effectively treating breast cancer, with routine screenings serving as the most dependable method to identify the disease early-before it advances and becomes more difficult to treat; and

WHEREAS, we honor and celebrate the strength and resilience of breast cancer survivors and their families whose unwavering spirit and determination inspires hope in all of us; and

WHEREAS, the Pink Ribbon has come to represent a universal symbol of breast cancer awareness-shining a light on the cause, inspiring education, and uniting individuals in a shared spirit of solidarity. Wearing this simple ribbon serves as a powerful gesture of support for those affected and a visible commitment to raising awareness; and

WHEREAS, the City of Daly City recognizes the commitment of healthcare providers, researchers, advocates, and caregivers who tirelessly work to improve care, support patients, and advance toward a cure.

NOW THEREFORE, I, Dr. Roderick Daus-Magbual, Mayor, and members of the City Council of the City of Daly City, do hereby proclaim the month of October 2025 as **"National Breast Cancer Awareness Month"** in Daly City and urge all citizens to engage in this important observance by increasing their awareness of the warning signs of breast cancer and by taking proactive steps to support early detection, education, and prevention efforts aimed at reducing breast cancer-related fatalities.

Signed and sealed by the Mayor and City Council of the City of Daly City this 27th day of October 2025.

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Dr. Roderick Daus-Magbual, Mayor

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Glenn R. Sylvester, Vice Mayor

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Juslyn C. Manalo, Councilmember

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Pamela DiGiovanni, Councilmember

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Teresa Proaño, Councilmember

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
OCTOBER 13, 2025

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 7:01 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
Dr. 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

PRESENTATIONS:

Free from Violence – ALLICE Kumares & Kumpares Alliance for Community Empowerment
(Dr. Jei Africa, ALLICE member and Director of Behavioral Health and Recovery Services for San Mateo County)

Proclamation: Domestic Violence Awareness Month – ALLICE Kumares & Kumpares Alliance for Community Empowerment
(ALLICE members, including Dr. Africa, and CORA member Celeste Mercado)

Mayor Daus-Magbual called for a recess at 7:33 PM to meet with ALLICE and reconvened the meeting at 7:49 PM.

Proclamation: United Against Hate Week, October 19-25, 2025

APPROVAL OF MINUTES:

Special Meeting of September 23, 2025

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried to approve the minutes of September 23, 2025.

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.

APPROVAL OF AGENDA:

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

CONSENT AGENDA:

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

Resolutions:

Set Time and Place for Public Hearing on Adoption of the 2025 California Building Standards Code with Local Amendments (Set Time:11/10/25)

Resolution 25-136, Setting Time and Place of Public Hearing for Proposed Ordinance Adopting New Building Code and Updates

Authorize the City Manager to Execute a Professional Services Agreement with NCE for the 2025-26 Street Resurfacing Project

Resolution 25-137, Authorizing Execution of Professional Services Agreement with NCE for Design Services of the 2025-2026 Street Resurfacing Project

Authorize Staff to Enter into a Services Agreement Contract With EKI Environment & Water to Provide Small Diameter Pipeline Replacement Design

Resolution 25-138, Authorizing a Services Agreement Contract with EKI Environment & Water to Provide Small Diameter Pipeline Replacement Design

Approve and Appropriate an Increase To The Public Works Administration and Building Maintenance Operating Budgets

Resolution 25-139, Approving and Appropriating an Increase to the Public Works Administration and Building Maintenance Operating Budget

Check Registers

Check Registers for the Month of August 2025

REPORTS:

Council Committee

Peninsula Clean Energy (PCE) (Daus-Magbual)
San Mateo County Mosquito & Vector Control District (Sylvester)
SFO Roundtable (DiGiovanni)

Council

Councilmember Manalo congratulated Daly City on becoming the first city in the County to utilize e-bikes, noted the expansion of the pilot program in various Daly City neighborhoods, and recognized the efforts of C/CAG. Manalo expressed excitement for the Top of the Hill Festival this weekend and provided parking options for attendees. Manalo reported attendance at the following events: the Cal Cities Conference to work with other cities on advocacy efforts, alongside Councilmember Proaño, and gave a speech on private/public partnerships; the Mexican Flag-raising at City Hall, recognizing Councilmember Proaño and the recent ¡Pachanga Latinx Mexican celebration; the Italian flag-raising at City Hall, thanking Mayor Daus-Magbual for hosting, and City Manager Piccolotti for inviting the Consul General of Italy; Kasayahan at Gellert Park, congratulating Director Brown, Recreation Manager Benson and the Recreation staff for organizing an event which drew 10,000 people; the Long Beach Convention, where Manalo was inducted as the Vice President for the Peninsula Division, which spans from Daly City to San Jose; the Fire Service Day event, congratulating the Fire Department on their open house event by welcoming the public at various fire stations; the first SOMA Pride event, which saw Filipino Americans supporting LGBTQ communities; Coffee with the Chief, Christensen, which had a great turnout and supported local business Tallios; DCPLA's Art & Lit Fest featuring DJ QBert and where the community witnessed Mayor Daus-Magbual's breakdancing skills; PhilDev's 15-year anniversary, recognizing Dado Banatao for his contributions to creating the microchip for computers; and Assemblywoman Stefani's event focusing on domestic violence awareness. Manalo recognized October as Breast Cancer Awareness Month and Domestic Violence Awareness Month. She congratulated several individuals and organizations for their community engagement efforts, including: Supervisor Canepa for his Hike for Loneliness Event aimed at connecting people in nature; the Daly City Partnership on their tremendous work; St. Augustine Church in South San Francisco for their 55th anniversary; Hilldale School in Daly City for having its inaugural FilAm History Month Event; the Asian Pacific Islander Legal Outreach for celebrating their 50th anniversary while providing free legal services to residents; and Seafood City for organizing phenomenal events in Daly City.

Councilmember DiGiovanni reported attendance at the following events: the Mexican flag-raising at City Hall, acknowledging Councilmember Proaño and the Consul General of Mexico for their speeches, and recognizing Duggan's for sponsoring the mariachi band; the annual Kasayahan celebration at Gellert Park, acknowledging the numerous vendors and performers, and Mayor Daus-Magbual for his energy; and the Italian flag-raising at City Hall, providing some history of Italian immigrant experiences in America and Columbus Day, requesting that next year's event should include a performance of the Italian national anthem. DiGiovanni acknowledged Breast Cancer Awareness Month, noting the Police Department's program to sell pink patches to raise awareness, with proceeds going to the Susan G. Komen Foundation.

Vice Mayor Sylvester acknowledged the e-bike pilot program in the City. Sylvester commended City staff for their work on the Kasayahan celebration and acknowledged the vendors who participated. Sylvester provided information on free transportation options for attendees of the upcoming Top of the Hill Festival, including shuttle service. Sylvester encouraged everyone to experience Seafood City's Midnight Madness events, which showcases Filipino street food, music, and dancing. Sylvester thanked City Manager Piccolotti and staff for their responsiveness during the past years towards the Council as well as the community they serve.

Mayor Daus-Magbual reported attendance at Kasayahan and recognized the work of the multimedia crew, headliners Gabe Bondoc and Jeremy Passion, and acknowledged the community for their support. Dr. Daus-Magbual encouraged everyone to attend the Top of the Hill Festival on Saturday, from 11 AM to 6 PM, and acknowledged iHeart Radio for helping promote the event. Taking place on John Daly Boulevard at Mission Street, the festival will feature live performances, Top of the Hill businesses, resource

tables, food vendors, a beer garden, a car show, kids zones, pony rides, and headliners, Spawn Breezie and Anuhea. The Mayor gave a shoutout to Seafood City and SF Collective for hosting their Late Night Events at the supermarket, highlighting the vibrancy of the live music, dancing, and street food. Dr. Daus-Magbual congratulated Daly City local DJ Bitesize for representing the US and taking fourth place in the DMC World Championship for turntablism in Tokyo, and proposed working with staff to honor DJ Bitesize.

Staff

Acting Chief Christensen announced that Daly City Police pink patches are now available for purchase at the Police Department, with proceeds going to the Susan G. Komen Foundation. The Acting Chief also highlighted the recent Coffee with the Chief event at City Hall, acknowledging the residents who attended and supported local businesses.

City Manager Piccolotti announced the news of Director Tim Nevin's appointment as Assistant City Manager, extending congratulations on his new role. The Council joined in congratulating Nevin, recognizing his experience and leadership within the City, especially as the current Director of Finance.

APPOINTMENTS:

It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried by voice vote to appoint Adonis Marcelino to the Recreation Commission.

ADJOURNMENT:

Mayor Daus-Magbual adjourned the meeting at 8:45 P.M. in memory of Nancy Ann Gonzales, Carole Zidich, Napoleon and Susan Grande, Assata Shakur, and Diana Mouangvong Liao Landos.

Approved as submitted, this 27th day of October, 2025.

Dr. Roderick Daus-Magbual
Mayor

City Clerk

City of Daly City
Sanitation District
Portfolio Management
Portfolio Summary
September 30, 2025

City of Daly City
333 90th Street
Daly City, CA 94015
(650)991-8047

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
San Mateo County Pool	113,620,326.04	115,130,340.17	113,620,326.04	45.21	1	1	3.887
CAMP	71,524,589.93	71,524,589.93	71,524,589.93	28.46	1	1	4.302
Local Agency Investment Funds	26,116,133.41	26,166,526.61	26,116,133.41	10.39	1	1	4.212
Federal Agency Coupon Securities	22,115,000.00	21,858,200.60	20,999,909.00	8.36	1495	776	4.226
Federal Agency Disc. -Amortizing	2,225,000.00	1,979,493.50	1,926,687.58	0.77	1503	1141	3.530
CDs	16,836,000.00	16,909,765.36	16,836,000.00	6.70	1376	447	3.799
Mortgage Back Security	261,650.89	263,060.90	265,660.89	0.11	9960	4565	4.179
Investments	**252,698,700.27**	**253,831,977.07**	**251,289,254.29**	**100.00%**	**240**	**109**	**4.059**
Cash and Accrued Interest							
Accrued Interest at Purchase		1,625.00	1,625.00				
Subtotal		1,625.00	1,625.00				
Total Cash and Investments	**252,698,700.27**	**253,833,602.07**	**251,285,296.85**		**240**	**109**	**4.059**

Total Earnings	September 30 Period Ending	Fiscal Year To Date
Current Year	835,407.30	3,434,876.43
Average Daily Balance	**251,869,731.98**	**253,722,921.56**
Effective Rate of Return	**4.04%**	**5.37%**

Reporting Period 09/01/2025 - 09/30/2025

City of Daly City
333 90th Street
Daly City, CA 94015
(650)991-8047

City of Daly City
Sanitation District
Portfolio Management
Portfolio Details - Investments
September 30, 2025

Cusip	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	Term	YTM	Maturity Date
San Mateo County Pool												
SMCP	10105	SAN MATEO COUNTY POOL		07/01/2025	113,620,326.04	115,130,340.17	113,620,326.04	3.509	1	1	3.887	
		Subtotal and Average	**113,379,176.66**		**113,620,326.04**	**115,130,340.17**	**113,620,326.04**		**1**	**1**	**3.887**	
CAMP												
CAMP	10135	CAMP POOL		07/01/2025	29,524,589.93	29,524,589.93	29,524,589.93	5.440	1	1	4.360	
CAMP TERM	10138	CAMP POOL		07/01/2025	10,000,000.00	10,000,000.00	10,000,000.00	4.210	1	1	4.210	
CAMP TERM	10150	CAMP POOL		07/01/2025	20,000,000.00	20,000,000.00	20,000,000.00	4.210	1	1	4.210	
CAMP TERM	10151	CAMP POOL		07/01/2025	12,000,000.00	12,000,000.00	12,000,000.00	4.210	1	1	4.390	
		Subtotal and Average	**71,247,294.52**		**71,524,589.93**	**71,524,589.93**	**71,524,589.93**		**1**	**1**	**4.302**	
Local Agency Investment Funds												
LAIFCITY	10103	LAIF		07/01/2025	25,670,536.12	25,720,069.50	25,670,536.12	3.305	1	1	4.212	
LAIFSANI	10104	LAIF		07/01/2025	445,597.29	446,457.11	445,597.29	3.305	1	1	4.212	
		Subtotal and Average	**26,116,133.41**		**26,116,133.41**	**26,166,526.61**	**26,116,133.41**		**1**	**1**	**4.212**	
Federal Agency Coupon Securities												
31422X5S7	10077	Federal Agricultural Mtg Corp		08/24/2023	1,015,000.00	1,024,013.20	1,012,485.85	4.650	310	1079	4.740	08/07/2026
31422XGQ9	10081	Federal Agricultural Mtg Corp		10/12/2022	1,000,000.00	971,010.00	880,726.00	0.940	390	1475	4.180	10/26/2026
31424WAF9	10120	Federal Agricultural Mtg Corp		10/05/2023	2,000,000.00	2,034,020.00	2,003,480.00	4.875	547	1274	4.820	04/01/2027
31422XR95	10133	Federal Agricultural Mtg Corp		10/25/2023	2,000,000.00	2,009,640.00	1,927,320.01	4.030	791	1498	4.580	12/01/2027
3133EPPE9	10124	Federal Farm Credit Bank		09/19/2023	2,000,000.00	2,012,480.00	1,978,900.00	4.375	278	1021	4.780	07/06/2026
3130AKVR4	10064	Federal Home Loan Bank		01/18/2023	2,000,000.00	1,975,500.00	1,800,000.00	0.550	134	1121	4.050	02/12/2026
3130A3DU5	10087	Federal Home Loan Bank		09/26/2022	1,380,000.00	1,365,758.40	1,329,578.94	3.000	527	1628	3.900	03/12/2027
3130AMGY2	10091	Federal Home Loan Bank		05/17/2023	1,400,000.00	1,344,840.00	1,273,959.40	1.250	600	1468	3.680	05/24/2027
3130AKT48	10100	Federal Home Loan Bank		08/24/2023	1,000,000.00	941,800.00	859,150.00	0.650	848	1617	4.550	01/27/2028
3130AMLL4	10068	Federal Home Loan Bank		06/01/2021	1,020,000.00	1,001,140.20	1,020,000.00	0.950	237	1820	0.950	05/26/2026
3134HBQY0	10152	Federal Home Loan Mtg Corp		05/29/2025	5,000,000.00	4,999,750.00	4,961,250.00	4.150	1701	1826	4.324	05/29/2030
3136G4X99	10095	Federal National Mtg Assn		03/13/2023	2,300,000.00	2,178,330.00	1,953,058.80	0.740	693	1626	4.520	08/25/2027
		Subtotal and Average	**21,749,754.23**		**22,115,000.00**	**21,858,281.80**	**20,999,909.00**		**776**	**1495**	**4.226**	

City of Daly City
Sanitation District
Portfolio Management
Portfolio Details - Investments
September 30, 2025

Cusip	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	Term	YTM	Maturity Date
Federal Agency Disc. -Amortizing												
3134A2G77	10147	Federal Home Loan Mtg Corp		10/04/2024	2,225,000.00	1,979,493.50	1,926,687.58	3.211	1141	1503	3.530	11/15/2028
		Subtotal and Average	**1,926,687.58**		**2,225,000.00**	**1,979,493.50**	**1,926,687.58**		**1141**	**1503**	**3.530**	
CDs												
32022RSG3	10094	1ST FINANCIAL BK		08/01/2022	249,000.00	247,381.75	249,000.00	3.300	670	1827	3.254	08/02/2027
32110YYH2	10093	1ST NATL BANK		07/29/2022	249,000.00	248,020.93	249,000.00	3.450	666	1826	3.452	07/29/2027
01882MAA0	10099	ALLIANT CU		12/30/2022	248,000.00	254,418.98	248,000.00	4.850	820	1826	4.853	12/30/2027
01882MAJ1	10132	ALLIANT CU		11/20/2023	248,000.00	253,074.08	248,000.00	5.600	415	1096	5.600	11/20/2026
02007GQH9	10066	ALLY BANK		04/28/2022	246,000.00	244,526.21	246,000.00	2.850	209	1461	2.852	04/28/2026
02357QCL9	10149	AMERANT BANK		03/28/2025	244,000.00	246,281.64	244,000.00	4.050	909	1096	4.054	03/28/2028
03065YAB7	10088	AMERICA FIRST NCU		08/31/2023	248,000.00	252,854.60	248,000.00	5.050	546	1308	5.050	03/31/2027
03065AAY9	10145	AMERICA'S CREDIT UNION		10/24/2024	249,000.00	249,220.61	249,000.00	3.850	387	729	3.848	10/23/2026
02589AGX4	10148	AMERICAN EXPRESS NATIONAL		03/26/2025	244,000.00	247,971.34	244,000.00	4.150	1637	1826	4.153	03/26/2030
05220JAE1	10070	AUSTIN CAPITAL BANK		05/31/2023	248,000.00	249,247.94	248,000.00	4.600	240	1094	4.605	05/29/2026
052392CC9	10083	AUSTIN TELCO FCU		11/28/2022	248,000.00	251,622.78	248,000.00	5.050	422	1460	5.054	11/27/2026
062119BU5	10089	BANK FIVE NINE		05/15/2023	248,000.00	250,719.07	248,000.00	4.400	588	1458	4.403	05/12/2027
06251A2Q2	10057	BANK HAPAOLIM		12/14/2020	249,000.00	247,121.05	249,000.00	0.500	75	1827	0.456	12/15/2025
06051XBK7	10131	BANK OF AMERICA		03/21/2024	244,000.00	245,044.08	244,000.00	4.800	173	732	4.801	03/23/2026
07181JAY0	10084	BAXTER CU		01/24/2023	249,000.00	251,469.58	249,000.00	4.500	481	1462	4.504	01/25/2027
05600XBQ2	10059	BMO HARRIS BANK		12/18/2020	249,000.00	247,038.13	249,000.00	0.500	78	1826	0.500	12/18/2025
130162BC3	10127	CALIFORNIA CREDIT UNION		10/25/2023	248,000.00	252,324.38	248,000.00	5.450	390	1097	4.733	10/26/2026
14042RQB0	10082	CAPITAL ONE NA		11/17/2021	248,000.00	240,706.57	248,000.00	1.100	412	1826	1.101	11/17/2026
14622LAP7	10123	CARTER FEDERAL CREDIT UNION		10/18/2023	248,000.00	256,189.46	248,000.00	5.100	747	1461	5.104	10/18/2027
16141BAD3	10058	CHARTWAY FCU		06/16/2023	248,000.00	248,482.61	248,000.00	5.050	76	914	5.058	12/16/2025
20416TAX0	10061	COMMUNITYWIDE CU		01/06/2023	248,000.00	248,406.47	248,000.00	4.700	97	1096	4.704	01/06/2026
227563CH4	10067	CROSS RIVER BANK		05/19/2023	244,000.00	245,080.92	244,000.00	4.650	230	1096	4.655	05/19/2026
23204HQJ0	10144	CUSTOMERS BANK		10/15/2024	245,000.00	244,256.92	245,000.00	3.550	1111	1462	3.184	10/16/2028
25844MAW8	10101	DORT FCU		05/24/2023	247,000.00	251,304.47	247,000.00	4.350	966	1827	4.591	05/24/2028
27002YFV3	10065	EAGLEBANK		04/21/2023	248,000.00	249,070.37	248,000.00	4.650	202	1096	4.655	04/21/2026
319477AN5	10050	FIRST CITIZENS BK		10/28/2022	244,000.00	243,999.76	244,000.00	4.700	27	1096	4.704	10/28/2025
32065RAV7	10142	FIRST KEYSTONE		10/08/2024	249,000.00	248,807.52	249,000.00	3.700	372	730	3.700	10/08/2026

City of Daly City
Sanitation District
Portfolio Management
Portfolio Details - Investments
September 30, 2025

Cusip	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	Term	YTM	Maturity Date
CDs												
32116QBK1	10090	FNB OF MIDDLE TENNESSEE		05/19/2023	248,000.00	250,807.61	248,000.00	4.450	595	1461	4.454	05/19/2027
34520LAY9	10098	FORBRIGHT BANK		12/15/2022	248,000.00	249,838.67	248,000.00	4.000	805	1826	4.002	12/15/2027
356436AQ8	10119	FREEDOM NORTHWEST CREDIT UNION		09/19/2023	248,000.00	251,709.58	248,000.00	5.350	352	1095	5.355	09/18/2026
37892MAN4	10137	GLOBAL FCU		05/30/2024	249,000.00	255,955.57	249,000.00	4.750	972	1461	4.754	05/30/2028
37892MAV6	10153	GLOBAL FCU		05/22/2025	249,000.00	250,595.84	249,000.00	4.100	597	729	4.101	05/21/2027
38149MXJ7	10075	GOLDMAN SACHS BANK		07/28/2021	249,000.00	243,176.64	249,000.00	0.950	300	1826	0.951	07/28/2026
39573LDW5	10052	GREENSTATE CU		04/28/2023	248,000.00	248,140.37	248,000.00	4.750	27	914	4.763	10/28/2025
396916AA6	10139	GREENWAY BANK		10/09/2024	249,000.00	248,807.77	249,000.00	3.700	373	730	3.700	10/09/2026
41138NAB4	10085	HAPO COMMUNITY CU		08/31/2023	248,000.00	252,273.54	248,000.00	5.000	513	1275	4.999	02/26/2027
41939HDJ8	10141	HAVEN SAVINGS		04/19/2024	244,000.00	245,067.26	244,000.00	4.700	201	731	4.700	04/20/2026
419700AG4	10130	HAWAII CENTRAL FCU		10/27/2023	248,000.00	252,511.86	248,000.00	5.500	391	1096	5.505	10/27/2026
457731AQ0	10073	INSPIRE FCU		06/30/2023	248,000.00	250,144.70	248,000.00	5.000	272	1096	5.005	06/30/2026
48128UQJ1	10053	JP MORGAN CHASE BK		10/30/2020	249,000.00	248,240.30	249,000.00	0.500	29	1826	0.500	10/30/2025
530520AM7	10096	LIBERTY FIRST CU		08/29/2023	248,000.00	254,159.33	248,000.00	5.000	698	1462	5.004	08/30/2027
538036NE0	10063	LIVE OAK BANK		02/10/2021	249,000.00	245,867.83	249,000.00	0.500	132	1826	0.500	02/10/2026
549104TK3	10056	LUANA SAVINGS BANK		11/18/2020	249,000.00	247,733.59	249,000.00	0.400	48	1826	0.400	11/18/2025
560507AR6	10102	MAINE SAVINGS CU		08/25/2023	248,000.00	256,184.74	248,000.00	4.850	1059	1827	4.855	08/25/2028
58404DJN2	10062	MEDALLION BANK		01/29/2021	249,000.00	246,086.45	249,000.00	0.450	120	1826	0.443	01/29/2026
61776NEA7	10143	MORGAN STANLEY PVT BK		10/09/2024	245,000.00	243,110.81	245,000.00	3.550	1469	1826	3.552	10/09/2029
62847NEL6	10140	MVB BANK		03/27/2024	249,000.00	250,107.80	249,000.00	4.800	177	730	4.801	03/27/2026
64034KBE0	10086	NELNET BANK		03/09/2022	247,000.00	240,709.16	247,000.00	1.900	524	1826	1.901	03/09/2027
647608AK4	10129	NEW ORLEANS FIRE		10/25/2023	248,000.00	255,157.03	248,000.00	5.100	754	1461	5.104	10/25/2027
651023FQ1	10080	NEWBURYPORT BK		10/06/2022	244,000.00	244,452.86	244,000.00	4.000	370	1461	4.003	10/06/2026
75102EAV0	10121	RAIZ FEDERAL CREDIT UNION		10/06/2023	244,000.00	250,868.36	244,000.00	5.100	735	1461	5.104	10/06/2027
7954506X8	10072	SALLIE MAE BANK		06/30/2021	249,000.00	243,618.36	249,000.00	0.900	272	1826	0.900	06/30/2026
78413RAD9	10114	SCE FEDERAL CREDIT UNION		10/04/2023	248,000.00	251,748.77	248,000.00	5.300	369	1097	5.177	10/05/2026
819866BR4	10054	SHARONVIEW FCU		10/31/2022	249,000.00	249,175.79	249,000.00	4.850	30	1096	5.004	10/31/2025
82671DAC1	10071	SIGNATURE FCU		06/07/2023	248,000.00	249,646.97	248,000.00	4.800	250	1097	4.688	06/08/2026
84287PHR6	10069	SOUTHER FIRST BANK		05/26/2023	248,000.00	249,285.63	248,000.00	4.650	237	1096	4.655	05/26/2026
84614AAJ8	10078	SPACE COAST CU		08/29/2023	248,000.00	251,514.41	248,000.00	5.350	334	1098	5.351	08/31/2026
856285XK2	10108	STATE BANK OF INDIA, NY		09/28/2021	248,000.00	241,544.81	248,000.00	1.100	362	1826	1.101	09/28/2026
87165ET98	10079	SYNCHRONY BANK		09/03/2021	248,000.00	241,533.40	248,000.00	0.900	337	1826	0.899	09/03/2026

City of Daly City
Sanitation District
Portfolio Management
Portfolio Details - Investments
September 30, 2025

Cusip	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	Term	YTM	Maturity Date
CDs												
89235MLE9	10076	TOYOTA FINL BANK		07/29/2021	249,000.00	243,158.71	249,000.00	0.950	301	1826	0.951	07/29/2026
90348JP61	10074	UBS BANK		07/08/2021	249,000.00	243,467.97	249,000.00	0.900	280	1826	0.901	07/08/2026
91334AAE3	10055	UNITED HERITAGE CU		11/04/2022	249,000.00	249,144.42	249,000.00	4.700	34	1096	4.620	11/04/2025
91527PCK1	10128	UNIVEST		03/20/2024	248,000.00	251,080.41	248,000.00	4.600	537	1097	4.600	03/22/2027
90352RCU7	10097	USALLIANCE FCU		09/30/2022	249,000.00	250,678.51	249,000.00	4.000	729	1826	4.002	09/30/2027
917352AG1	10092	UTAH COMMUNITY FCU		06/07/2023	248,000.00	251,679.58	248,000.00	4.600	614	1461	4.604	06/07/2027
913065AC2	10126	UTD TEL FIN CREDIT UNION		10/20/2023	248,000.00	255,110.66	248,000.00	5.100	749	1461	5.104	10/20/2027
919853KY6	10134	VALLEY NAT'L BANK		03/19/2024	244,000.00	247,016.82	244,000.00	4.600	534	1095	4.600	03/19/2027
95763PQF1	10125	WESTERN ALLIANCE		10/16/2023	244,000.00	244,010.25	244,000.00	5.300	15	731	5.307	10/16/2025
		Subtotal and Average	**17,183,200.00**		**16,836,000.00**	**16,909,765.36**	**16,836,000.00**		**447**	**1376**	**3.799**	
Mortgage Back Security												
36202E6D6	10110	GNMA		07/22/2009	207,858.13	209,088.65	207,858.13	4.500	5010	10925	4.478	06/20/2039
36291HTQ7	10111	GNMA		10/18/2007	26,564.09	26,827.34	26,564.09	5.500	3087	9645	5.572	03/15/2034
36291YRM1	10113	GNMA		10/18/2007	609.11	619.85	609.11	5.500	3452	10010	5.572	03/15/2035
36200MQW6	10115	GNMA		06/01/2023	26,619.56	26,525.06	26,619.56	4.500	2844	3697	0.933	07/15/2033
		Subtotal and Average	**267,485.58**		**261,650.89**	**263,060.90**	**261,650.89**		**4565**	**9960**	**4.179**	
		Total and Average	**251,869,731.98**		**252,698,700.27**	**253,833,683.27**	**251,286,921.85**		**109**	**240**	**4.059**	

City of Daly City
Sanitation District
Maturing Investments
Sorted by Maturity Date
July 01, 2025 - September 30, 2025

City of Daly City
333 90th Street
Daly City, CA 94015
(650)991-8047

Maturity Date	Cusip	Investment #	Fund	Security Type	Issuer	Dealer	Dealer's Phone Number	Maturity Par Value	Stated Rate	Comments
07/21/2025	3137EAEU9	10042	GENERAL	FAC	Federal Home Loan Mtg Corp	TVI		2,000,000.00	0.375	
07/28/2025	20367GBC2	10043	GENERAL	MC1	COMMUNITY COMMERCE BK	TVI		249,000.00	3.000	
							July, 2025 Subtotal:	**2,249,000.00**		
08/18/2025	92348DAD1	10044	GENERAL	MC1	VERIDIAN CU	TVI		248,000.00	5.300	
08/18/2025	66476QEC8	10045	GENERAL	MC1	NORTHERN BANK&TRUST	TVI		248,000.00	5.050	
08/22/2025	902684AA7	10046	GENERAL	MC1	UFIRST FCU	TVI		248,000.00	4.700	
08/29/2025	444425AB8	10047	GENERAL	MC1	HUGHES FCU	TVI		248,000.00	5.350	
							August, 2025 Subtotal:	**992,000.00**		
09/08/2025	18508CAA0	10048	GENERAL	MC1	CLEARVIEW CU	TVI		248,000.00	5.500	
09/12/2025	12574EAC4	10118	GENERAL	MC1	CME FEDERAL CREDIT UNION	TVI		248,000.00	5.500	
09/24/2025	3134GWUG9	10049	GENERAL	FAC	Federal Home Loan Mtg Corp	TVI		1,000,000.00	0.570	
09/25/2025	43942MAA0	10116	GENERAL	MC1	HOPE FEDERAL CREDUT UNION	TVI		248,000.00	5.500	
							September, 2025 Subtotal:	**1,744,000.00**		
							Total	**4,985,000.00**		

City Council Agenda Report

Item # _____

Meeting Date: October 27, 2025

Subject: Revise Daly City Bicycle/Pedestrian Advisory Committee Bylaws

Recommended Action

Review and consider revisions to the Daly City Bicycle/Pedestrian Advisory Committee (DC B/PAC) bylaws.

Background

In December 2002, City Council approved the bylaws for the Daly City Bicycle/Pedestrian Advisory Committee to help promote alternatives to motor vehicles commuting and encourage safe walking and bicycle use. The bylaws established a seven-member committee and detailed the governing procedures and operating rules of the committee, including their roles, responsibilities, membership and meeting schedule.

The B/PAC meets quarterly to review proposed pedestrian/bikeway improvement projects, project funding applications and provide input on existing roadway/bikeway conditions affecting pedestrian and cycling activities in Daly City. Meetings are typically held quarterly the first Wednesday of January, April, July and October at City Hall. The members are appointed for a renewable two-year term. Volunteers must live or work in Daly City to serve on the DC B/PAC. The DC B/PAC is supported by Public Works Engineering Division personnel who prepare meeting agendas and reports for the committee's consideration.

Discussion

During recent B/PAC meetings, committee members discussed meeting more frequently to be able to review grant applications and project plans in a timely manner. At their July 2, 2025 meeting, the committee members approved increasing the number of meetings from four to six a year and meeting at 6:00 p.m. on the first Wednesday of January, March, May, July, September and November. With the revision of the bylaws, regular meetings of the Committee shall be held no fewer than six (6) times per calendar year, typically on the first Wednesday of the scheduled month at 6:00 p.m., or at such times as the Committee may agree. Additional meetings of the full Committee may be scheduled as needed by the Chairperson or the Public Works Director by providing adequate public notice. These proposed changes reflect the current practice and operational needs of the Committee.

Fiscal Impact

There is no significant fiscal impact associated with the recommended action. The only fiscal impact of the Daly City Bicycle/Pedestrian Advisory Committee is the Public Works support staff salary cost and minimal document reproduction costs. Funding is available for staff's time in the Public Works - Engineering Division operating budget 10131100-51509.

Summary/Conclusion

Recommend the City Council review and consider the revisions to the Daly City Bicycle/Pedestrian Advisory Committee bylaws.

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

Respectfully submitted,

Shirley Chan
Acting City Engineer

Richard Chiu, Jr.
Director of Public Works

Attachments: Revised Daly City Bicycle/Pedestrian Advisory Committee Bylaws
Draft resolution

EXHIBIT A

DALY CITY BICYCLE/PEDESTRIAN ADVISORY COMMITTEE
Bylaws

The Daly City Bicycle/Pedestrian Advisory Committee shall review and make recommendations regarding the safety, promotion, enhancement, planning and coordination of the pedestrian and bicycle traffic in Daly City. The Director of Public Works will provide staff support and receive recommendations and advice from the Committee.

Section 1: Duties of the Committee

The types of activities include, but are not limited to the following:

1. Review and prioritize the City's projects for various regional and state grant funding including the Transportation Development Act (TDA) Article 3 funds.
2. Review and comment on the design of various City projects for street improvements, traffic signal, bikeway and pedestrian facilities insofar as they relate to pedestrian and bicyclist safety.
3. Assist in the development of the City's Bicycle Plan.
4. Make recommendations regarding the design standard for improving pedestrian and bicycle safety.
5. Assist in the development and dissemination of pedestrian and bicycle safety awareness and education materials to the community.
6. Provide advice regarding enforcement of Vehicle Code and Municipal Code ordinances, related to pedestrian and bicycle safety.
7. Comment on private development plans which include bicycle facilities or have impact on pedestrian or bicycle safety and access.

Section 2: Membership

The Committee shall consist of up to seven (7) voting members appointed by the City Manager, with the approval of the City Council, representing the following:

(1) Bicycling community.
(2) Pedestrian community.
(3) School districts serving Daly City.
(4) Seniors, youth, or disabled users of streets, walkways and bikeways.
(5) Residents, business owners, or people who work in Daly City desiring to promote pedestrian and bicycle commuting.
(6) City staff representatives.

In addition, non-voting representatives from the Bay Area Rapid Transit District, the San Mateo County Transit District and other regional transportation agencies may be invited to specific Committee meetings.

The term of each member of the Committee shall be two years, except that at least one-half of first committee members shall serve a one-year term.

In the event a vacancy occurs during the term of office of any member, a successor will be appointed to complete the un-expired term of the vacated membership using criteria similar to that used for selecting the initial member.

Section 3: Officers

The Committee shall elect a Chairperson and Vice Chairperson at the first meeting of each calendar year.

Section 4: Meetings

Regular meetings of the Committee shall be held no fewer than six (6) times per calendar year, typically on the first Wednesday of the scheduled month at 6:00 p.m., or such times as the Committee may agree. ~~be held on the first Wednesday of January, March~~April, ~~May, July, September, and October~~ November ~~at 76:00 p.m., or at such times as the Committee may agree.~~

Additional meetings of the full Committee may be scheduled as needed by the Chairperson or the Public Works Director by providing adequate public notice.

Section 5: Quorum

A majority of the membership of the Committee constitutes a quorum for conducting business. Decisions of the Committee shall be made by a majority vote of the members present.

Section 6: Attendance

Members are expected to maintain a regular attendance record. Members, who have 2 or more unexcused absences within a 1-year period, may be removed from the active membership roster.

Section 7: Conduct of Meetings

The Chairperson or in his/her absence the Vice Chairperson, shall preside over the meeting. The presiding officer shall start and conduct each meeting in an orderly manner.

Any member of the Committee or member of the public wishing to address the committee shall first be recognized by the presiding officer. No person, other than the person having the floor, shall enter into any discussion without being recognized by the presiding officer.

The Committee may, by a majority vote of its members, adopt or amend its procedural rules to be followed during meetings.

Section 8: Staff Responsibilities

The level of staff assistance provided to the Committee by the Public Works Department staff is categorized as "liaison" in nature and may consist of the following duties:

1. Schedule meetings and arrange meeting space.
2. Assist with the preparation of meeting agenda.
3. Prepare and distribute agenda packets.
4. Prepare and distribute action minutes of meeting proceedings.
5. Attend regular Committee meetings.
6 Identify and inform the Committee of pedestrian/bicycle facility improvement projects and other programs that merit review.
7 Facilitate transmission of Committee's recommendations to the Public Works Director.
8 Coordinate contact with other city staff, committees or commissions.
9 Conduct orientation of new Committee members.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY AMENDING RESOLUTION NO. 02-332 TO UPDATE THE MEETING FREQUENCY AND TIME FOR THE BICYCLE/PEDESTRIAN ADVISORY COMMITTEE

WHEREAS, the City Council of Daly City previously established the Bicycle/Pedestrian Advisory Committee (BPAC) by Resolution No. 02-332 on December 16, 2002, including the adoption of bylaws as Exhibit A; and

WHEREAS, the current bylaws specify that the BPAC shall meet quarterly at 7:00 p.m.; and

WHEREAS, the BPAC has expressed the desire to meet at least six (6) times per year and to begin meetings at 6:00 p.m.; and

WHEREAS, these proposed changes reflect the current practice and operational needs of the Committee;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that Exhibit A of Resolution No. 02-332 is hereby amended to update Section 4 of the Bicycle/Pedestrian Advisory Committee Bylaws to read as follows:

> "Regular meetings of the Committee shall be held no fewer than six (6) times per calendar year, typically on the first Wednesday of the scheduled month at 6:00 p.m., or at such times as the Committee may agree. Additional meetings of the full Committee may be scheduled as needed by the Chairperson or the Public Works Director by providing adequate public notice."

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 02-332 and its attachments not amended herein remain in full force and effect.

APPROVED AND ADOPTED this _____ by the following vote:

AYES:

NOES:

ABSENT:

DRAFT

City Council Agenda Report

Item # _____

Meeting Date: October 27, 2025

Subject: Professional Services Agreement to Revise the Planned Retreat Management Plan, Revision 1 for Mussel Rock Landfill

Recommended Action

Authorize the City Manager to execute an agreement for professional services with Tetra Tech, Inc. of Oakland, California, to revise the Planned Retreat Management Plan (PRMP), Revision 1 for the Mussel Rock Landfill site in an amount not to exceed $228,000.

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 City is required to maintain the site and submit semi-annual and annual site maintenance and groundwater quality monitoring reports as required by the California Regional Water Quality Control Board (RWQCB) Order No. R2-2015-0007. Additionally, the City is required to submit annual monitoring reports to the California Coastal Commission (CCC) for the seawall below the landfill pursuant to requirements set by CCC Staff Reports 2-01-011 dated May 30, 2002 and 2-11-024 dated August 8, 2012.

CCC Staff Reports W17A dated July 27, 2012 and Staff Report Addendum for W17a, dated August 7, 2012 required the City to prepare a PRMP to consider long-term options to address hazardous issues raised by the closed landfill. CCC requested the City consider various options for the managed retreat of the landfill and associated infrastructure, including a detailed feasibility study and cost assessment to potentially relocate all or some portion of the landfill and remove the seawall at some future date.

On August 3, 2015, the City submitted the PRMP to the CCC for review. In late 2021, the City submitted a coastal development permit application to CCC for gabion wall maintenance and storm drain damage repair work that was needed. The CCC reviewed the Mussel Rock Gabion Wall and Stormwater Maintenance project and provided a Filing Status Letter dated January 20, 2022. The letter had comments on the proposed project and also included comments on the PRMP that was submitted in 2015. The City's consultant, Tetra Tech, prepared a response to CCC on behalf of the City (letter dated April 5, 2023) addressing CCC's comments in the January 20, 2022 Filing Status Letter. In response to the City's April 5, 2023 letter, the CCC prepared the Mussel Rock Gabion Repair and Upper Landslide Filing Status Letter dated May 12, 2023, and again requested that the PRMP evaluate and consider all potential constraints, including geotechnical and engineering constraints; all potential phasing options with potential timelines; all project costs; and identification of potential funding options. On February 6, 2024, CCC issued a Notice of Violation (NOV) to the City for being out of compliance with Coastal Development Permit (CDP) 2-11-024 centered around CCC Staff Report W17a and requested the City resubmit a revised PRMP. PRMP, Revision 1 was prepared by Tetra Tech and submitted to CCC on April 8, 2024. CCC issued comments to PRMP, Revision 1 in a filing letter entitled *CDP Application 2-23-0459 – Mussel Rock Armoring and Planned Retreat Management Plan*, dated July 31, 2024.

Discussion

The scope of work with Tetra Tech, Inc. under this professional services agreement includes the following:

- Address comments from the CCC filing letter entitled, CDP Application 2-23-0459 – Mussel Rock Armoring and Planned Retreat Management Plan (July 31, 2024);
- Evaluate the three new PRMP alternatives; and
- Prepare a revised PRMP that will re-evaluate and update the technical constraints relative to potential elevated groundwater table, sea level rise and seismic stability, phasing options, potential timelines, project costs and funding options.

Tetra Tech, Inc. has been the City's consultant for monitoring and reporting services related to Mussel Rock since 2016 and they have been responsive in meeting the City's needs related to site monitoring activities. Tetra Tech has extensive experience in all phases of solid waste landfill design and monitoring, including groundwater and leachate monitoring. In addition, they have subject matter experts in seashore processes, geotechnical engineering, engineering geology and civil engineering. Due to their extensive experience and historical knowledge of the Mussel Rock site, Tetra Tech, Inc. is the most qualified firm to perform the needed services for the City in a timely manner to meet the CCC deadline.

Fiscal Impact

The professional services agreement with Tetra Tech, Inc. provides for a not-to-exceed amount of $207,277. This amount includes reviewing the CCC's comments on the PRMP Revision 1 submitted in April 2024 and preparing a revised PRMP based on the CCC's latest comments. Staff is requesting an additional 10% contingency for a total amount of $228,000. There are sufficient funds in Fiscal Year 2025-26 General Fund CIP – Mussel Rock Waste Mitigation project account 33154600 to fully fund the project. No additional appropriation is needed at this time.

Summary/Conclusion

Authorize the City Manager to execute an agreement for professional services with Tetra Tech, Inc. of Oakland, California, to revise the Planned Retreat Management Plan (PRMP), Revision 1 for the Mussel Rock Landfill site in an amount not to exceed $228,000.

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

Respectfully submitted,

Shirley Chan
Acting City Engineer

Richard Chiu, Jr.
Director of Public Works

Attachment:
1. Tetra Tech, Inc. Professional Services Agreement

AGREEMENT WITH TETRA TECH, INC.
FOR PROFESSIONAL SERVICES
FOR
City of Daly City

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

Tetra Tech, Inc.
1999 Harrison Street, Suite 500
Oakland, CA 94612

R E C I T A L S :

A. CITY desires certain construction document services hereinafter described as the professional services to revise the Planned Retreat Management Plan (Revision 1) for Mussel Rock Landfill.

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 proposals from Tetra Tech, Inc. dated October 13, 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 be completed within one (1) year.

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 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 two hundred seven thousand two hundred seventy-seven dollars ($207,277).

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 2782.6), Consultant and Consultant's sureties agree to defend (with legal counsel acceptable to the City), indemnify and hold harmless the City, its officers, agents, officials, representatives, employees and volunteers (collectively "Indemnitees") from and

against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are arise out of the sole negligence, active negligence, or willful misconduct of Indemnitee.

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

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

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

SECTION 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
Public Works – Engineering Division
333 90th Street
Daly City, CA 94015

To CONSULTANT:
Mike Velzy
Tetra Tech, Inc.
1999 Harrison Street, Suite 500
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

_____
Thomas J. Piccolotti
City Manager

CONSULTANT

Tetra Tech, Inc.

_____
Ed Sussenguth
Operations Manager

APPROVED AS TO FORM

_____
Rose Zimmerman
City Attorney

TETRA TECH

October 13, 2025

Mr. Richard Chiu, P.E.
Director of Public Works
Department of Public Works
333 – 90th Street
Daly City, CA 94015-1895

RE: Proposal and Cost Estimate to Revise the PRMP, Revision 2
Mussel Rock Landfill, City of Daly City, California

Mr. Chiu,

Tetra Tech appreciates the opportunity to submit this proposal and cost estimate to the City of Daly City, Public Works Department (City) to revise the Mussel Rock Landfill (MRL) Planned Retreat Management Plan (PRMP), Revision 1, dated April 8, 2024. The original PRMP was prepared by URS and dated August 3, 2015. Tetra Tech revised the 2015 PRMP in response to comments received from the California Coastal Commission (CCC) in their non-filing letter of July 6, 2023. PRMP, Revision 1 was prepared by Tetra Tech and submitted to the CCC on April 8, 2024, and shortly thereafter the CCC issued their comments to the PRMP, Revision 1 in a non-filing letter entitled, *CDP Application 2-23-0459 – Mussel Rock Armoring and Planned Retreat Management Plan* (July 31, 2024). PRMP, Revision 1 will be revised as Revision 2 based on the: 1) Information requested by the CCC in the July 31, 2024 non-filing letter, 2) Discussions between the City, CCC, and Tetra Tech during a scheduled meeting held on July 29, 2025 and on September 15, 2025, and 3) Conversations between Richard Chiu and Mike Velzy on August 5, 2025 and October 8, 2025.

Tetra Tech submitted a proposal to the City on March 28, 2025 to address the first 11 CCC comments of the July 31, 2024 non-filing letter from the CCC. Tetra Tech prepared internal responses to the first eleven comments that were submitted to the City on April 28, 2025. The hours from the March 28, 2025 proposal have been transferred to this proposal.

Tetra Tech will address the most relevant comments from the CCC in PRMP, Revision 2. In Addition, PRMP, Revision 2 will remove the six alternatives and beach access provision in Section 3.0 and replace them with three new alternatives that will include both the UDA and LDA together and emphasize long-term stability of the MRL site. In general, the three alternatives will include:

- **Alternative 1: Full Retreat** – Alternative 1 includes removal of all UDA and LDA landfill materials with off-site disposal and site-wide restoration. This alternative is similar, but not the same as Alternative 6 in PRMP Revision 1. This alternative includes off-site disposal, grading plans, fill placement, re-engineered storm water conveyance channels, and site restoration.
- **Alternative 2: Partial Retreat** – Alternative 2 includes partial removal of UDA and LDA landfill materials in high-risk areas combined with slope reduction as necessary to maximize long-term stability of the entire site. This alternative includes off-site disposal, grading plans, final landfill cap placement, re-engineered storm water conveyance channels, and site restoration.
- **Alternative 3: Stabilization** – Alternative 3 addresses 1) long-term upland slope stability by considering structural retaining walls instead of mass excavation, and 2) revetment stability. UDA and LDA landfill slopes will be reduced to a lesser degree than Alternative 2 due to the addition of structural retaining walls(s). The slopes with the highest risk of landfill failure will be analyzed with the proposed retainment structures. The existing and new revetment walls will be analyzed for long-term stability. To potentially increase revetment stability, a trench excavated 50 to 100 feet upslope of the existing seawall to a depth below landfill waste and filled with riprap could provide additional resistance to the slow steady creep pushing the slide westward. This alternative includes off-site disposal, grading plans, final landfill cap placement, re-engineered storm water conveyance channels, and site restoration.

Tetra Tech, Inc.
1999 Harrison Street, Suite 500, Oakland, CA 94612-3599
Tel 510.302.6300 Fax 510.433.0830 www.tetratech.com

PROPOSED SCOPE OF WORK

The scope of work for PRMP, Revision 2 is described below. The same report format used in Revision 1 will be used in Revision 2, and will include:

1. Section 1 (Introduction) and Section 2 (Background) will remain but be updated.
2. Section 3.1 (Evaluation Overview) will be revised and updated.
3. Sections 3.2 through 3.8 (Alternatives 1 through 5 plus Beach Access and Public Use) will be removed and replaced with the three new alternatives as presented above and described below.
4. Section 4 (PRMP Funding Mechanisms) will be updated.

Tetra Tech will indirectly respond to CCC Comments 12, 16, 17, 18, 19, and 20 in the PRMP, Revision 2. It is Tetra Tech's understanding that Cotton Shires & Associates (CSA) will provide responses to geotechnical comments numbers 19, and possibly 20 for use in the PRMP, Revision 2.

A brief description of the three new alternatives that will be developed in PRMP, Revision 2 is described below.

ALTERNATIVE 1: Full Retreat – The goal of Alternative 1 is to 1) remove all landfill waste from the LDA and UDA and fill canyons and depressions left vacant by waste removal following excavation, 2) stabilize site slopes, 3) capture, route, and discharge stormwater offsite into the Pacific Ocean, and 4) restore the property as an open space that will be open to the public 24/7. This alternative is like Section 3.7 (Full Removal of Landfill Materials), PRMP Revision 1. Alternative 1 will use all available historical geological, geotechnical, and engineering data to determine the areas with the highest potential risk of slope failure during construction and after final fill placement and grading. In addition, historical data could be supplemented to the maximum extent possible with new applicable and relevant information as it becomes available. Alternative 1 will also be based on observations of previous construction projects, operations, and maintenance over the past several years, sea level rise (SLR) evaluations, construction phasing. In general, Alternative 1 will include the following key components:

1. Removal of all vegetation and landfill waste from the LDA and UDA with off-site disposal. Cover soils will be stockpiled on site for reuse.
2. The riprap revetment will remain in place and be re-evaluated for possible removal during the post-closure period.
3. Filling the LDA canyons with existing landfill cover soils and clean imported soils.
4. Site-wide re-grading and restoration to maximize long-term stability, stormwater conveyance with off-site discharge.
5. Compliance with state and federal environmental regulations for landfill clean closure, including a detailed implementation schedule, a characterization of the site conditions to define the extent and character of residual soil contamination; a description of the excavation and material management procedures to be followed; and a description of health and safety procedures to be followed, and specific measures to protect public health and safety during clean closure activities.
6. Modified hazard estimates that consider all coastal hazards that apply (including but not limited to episodic and long-term shoreline retreat and coastal erosion, high seas, ocean waves, storms, tsunami, tidal scour, wave overtopping, coastal flooding, landslides, bluff and geologic instability, bluff retreat, liquefaction and their interaction) including over time and as are exacerbated by SLR. (Reference: CCC comment #16, July 31, 2024)
7. An update to the depth-limited breaking wave evaluation included in the Preliminary Coastal Engineering Assessment and based on an assumed toe at mean sea level. The update will use a greater depth-limited wave to evaluate the potential wave runup. (Reference: CCC comment #17, July 31, 2024)
8. Groundwater monitoring wells and semiannual groundwater sampling.

9. Regular routine site wide maintenance and monitoring.
10. Construction schedule.

After landfill waste materials are removed from the site, subgrade soils will be tested for organic and nonorganic constituents and compared to environmental screening levels and site-specific risk-based actions levels, as applicable, to document the levels and extent of any soil contamination The canyons used for waste placement in the LDA and UDA will be filled with existing landfill cover soils, clean imported soils, and imported top soil to support vegetative growth. Clean imported fill dirt from San Francisco Bay Area contractors looking for a free or inexpensive disposal option could also be considered. The more fill that is placed in the canyons will contribute to the overall long-term stability of the site. Once restored the site will be vegetated with a seed mix of native species previously approved by the CCC that do not require irrigation. The proper best management practices (BMP) will be incorporated into the restoration. Surface water will be captured in channels, directed down slope, and discharged to the Pacific Ocean. A new groundwater monitoring network and sampling schedule will be implemented as required by the RWQCB.

Earthen access roads will be included in the final grading plan for City Staff and its contractors to access the site following closure for monitoring, inspection, and maintenance purposes. There will be no public utilities onsite such as running water, restrooms, lighting, or trash cans.

ALTERNATIVE 2: Partial Retreat – The entire MRL site, including the UDA, LDA and surrounding areas between the two disposal areas, will be evaluated to identify sections of site with the highest potential risk of slope failure. The goal of Alternative 2 is to 1) achieve long-term stability over the entire MRL by reducing slope angles in areas with the highest potential for slope failure, and 2) minimize the quantity of excavated waste.

Historical geotechnical, geological, and engineering data (McMillen Jacobs Associates, 1999; Kleinfelder, 1998, 1999, 2001; URS, 2014; Tetra Tech, 2019; and others) used to prepare previous slope stability analyses will be incorporated into the hazards evaluation. Additional geotechnical investigation(s) and studies, if necessary, are not included as part of this PRMP, Revision 2 and may be required in the LDA and/or UDA if the existing geotechnical database does not provide sufficient geological boring data to determine thickness and depth of landfill waste and type subgrade base rock in high-risk areas to use as input parameters for static stability analyses. In this case, a separate proposal for a supplemental geological/geotechnical investigation would be submitted to the City for approval.

Using a two-dimension slope-stability computer program based on the limit-equilibrium method, acceptable factors of safety for various slope configurations and seismic conditions will be generated for the highest risk area(s). In addition, deformation analyses using a finite element or similar method will be performed on the same slopes to determine the potential extent of deformation. The slope stability analyses will provide the basis for final grading and the quantity of excavated soil and waste. The final grading plan will be created in AutoCAD, which will calculate the quantity of excavated soil/waste and cover soil in terms of cubic yards and tons. For off-site disposal, Tetra Tech will request pricing information from San Francisco Bay Area Class III landfills to secure the lowest disposal and trucking costs per unit volume for off-site disposal. The San Francisco Bay Area Class III landfills that will be contacted include, but not limited to, Republic Services (Ox Mountain [Half Moon Bay], Newby Island [Milpitas], Keller Canyon [Pittsburg], Vasco Road [Livermore], and West Contra Costa [Richmond]) and Waste Management (Altamont Landfill [Livermore]).

A new grading plan will be developed that will show access roads and benches as determined by slope stability analyses. The benches will include half round open stormwater conveyance channels that will drain into drop inlet pipes that discharge into the ocean. The location(s) of the ocean outfall pipe(s) will be determined and may or may not be the existing outfall pipes. Additionally, horizontal collection drains in known seep areas will be installed to collect and rout low-flow seep water to stormwater drainage channels.

All existing vegetation in affected areas will be removed and disposed of offsite. The existing landfill cover soil in excavated areas of the LDA and UDA will be removed and stockpiled onsite for future use. Once slope excavation is completed according to the slope stability analyses, the stockpiled cover soil will be placed at a minimum thickness of two feet. Clean imported soil will be brought onsite to supplement the existing cover soils in stockpile, if necessary. Two feet of clean cover soils will be placed and tracked-

walked for compaction. Excavated areas will be vegetated with a San Mateo County coastal seed mix previously approved by the CCC and used at the MRL.

The final cover will be placed at a thickness of two feet (minimum) and vegetated with a San Mateo County coastal seed mix previously approved by the CCC and used at the MRL. The existing groundwater monitoring well network and semiannual groundwater sampling schedule will be retained. Regular routine site-wide maintenance and monitoring will continue to be employed. Two conceptual construction schedules will be prepared that show a short and long phased approach to excavation and offsite disposal.

ALTERNATIVE 3a: Upland Stabilization –Alternative 3a includes slope stability analyses and limited slope reduction augmented by high strength in ground structural components to increase overall slope stability. Alternative 3a includes a lesser quantity of excavation to stabilize area slopes due to the use retaining structures. These conceptual retaining structures described below require significant planning and design to achieve a long-term stable solution and construction costs could be very high. The location(s) of these structures will be shown in plan view with representative cross-sections as necessary to show how the structure(s) are tied into the subsurface. A supplemental geotechnical investigation in the area(s) potentially intended for these types of structures would be required and are not part of this PRMP, Revision 2.

Slope stabilization retaining structures that could be considered, but not limited to, include:

1) Shear Pin Wall - a row of shear pins at the top of the landslide within the UDA boundary. The shear pins would retain the landfill material, reducing the surcharge and volume of landfill debris mobilized, and provide an upper limit to the landslide headward advancement.

2) Gabion Wall – Gabion walls have been used at MRL for the past 25 years. The existing gabion baskets are in poor condition due to corrosion of the steel wire mesh baskets. Gabion walls are good retaining structures on slopes to mitigate sloughing and surface slides because they are relatively easy to install, and have good erosion control, permeability, durability, low cost, and flexible design qualities.

3) Soldier Pile Wall with Pre-cast Concrete Lagging – Combined with partial waste/soil removal could be an effective retaining system. The soldier piles are drilled or driven vertically into the ground. Soldier piles are steel H beams with pre-cast concrete lagging placed horizontally between the soldier piles. Additional lateral reinforcement elements may include steel struts, and or walers, placed between the soldier piles.

4) Riprap Buttress Wall – Install an extension north of the existing revetment wall at the toe of the slope below the UDA to armor the landslide toe and reduce the impact of wave driven erosion at the toe of the landslide. Note that this structure has been designed and is currently being constructed with completion estimated for December 2025. (*see Alternative 3b for details*)

Existing vegetation and cover soils will be removed. Vegetation will be disposed of offsite and cover soils will be stockpiled onsite for reuse. A new grading plan will be prepared with benches to reduce driving forces upslope. The final cover will be placed at a thickness of two feet (minimum) and vegetated with a San Mateo County coastal seed mix previously approved by the CCC and used at the MRL. The existing groundwater monitoring well network and semiannual groundwater sampling schedule will be retained. Regular routine site-wide maintenance and monitoring will continue to be employed.

ALTERNATIVE 3b: Revetment Stabilization – The existing revetment seawall, which measures approximately 2,400 feet in length parallel to the beach and ranges in elevation between 25 and 54 feet (NAVD88), has just completed a significant repair from approximately the half-way point at Station 12+00 to the far south end of the seawall. A similar revetment repair was completed in 2017 on the north half of the seawall, which has held up very well in the eight intervening years. The sag in the seawall between Stations 6+50 and 10+00 with the low point at approximately Station 8+00 (Elevation 26 feet [NAVD 88]) would be raised in the short term approximately ten feet at the low point to tie into the seawall at Stations 6+50 and 10+00. Long term, the seawall revetment would be further raised to accommodate SLR with a toe berm recommended.

The new revetment extension is located on the beach at the toe of the canyon landslide below the UDA and will be approximately as high as the surface elevation of the existing access road at the south

end of the LDA seawall (Elevation 35 feet [NAVD 88]). To further reduce the risk of slope failures the installation of horizontal drains in the canyon wall below the UDA to lower the groundwater level in the vicinity will be considered. It is noted that the UDA revetment construction is currently in progress as designed by CSA. The PRMP, Revision 2 will include the new revetment extension design documents and construction documents. The new and existing revetments will be analyzed for stability based on, but not limited to, riprap size, slope angles, wave height, SLR, and scour potential. Recommendations for future revetment improvements if appropriate will be added to the PRMP, Revision 2.

The condition of the existing revetment seawall and new revetment extension upon completion will be analyzed for long-term stability with recommendations for additional work, if required, to extend the life and effectiveness of the revetment.

It is estimated that the south end of MRL has moved approximately 100 feet over the past 30 plus years. Conceptually, a trench positioned 50 to 100 feet above the toe of the revetment could be excavated to a depth at or below landfill waste and filled with riprap to provide additional resistance to on-going westward creep. The trench would be lined with a heavy woven geotextile fabric that would keep sediment from filling the riprap void spaces and also permit the groundwater to flow through the trench. The trench combined with the structural reinforcement presented above could provide substantial long-term upland and coastal stability.

The existing groundwater monitoring network and semiannual sampling schedule will be retained. Disturbed areas would be restored and vegetated as discussed with Alternatives 1 and 2. Regular routine site-wide maintenance and monitoring will continue to be employed. Two conceptual schedules will be prepared for Alternative 3 with a short and long phased construction approach.

UNAVOIDABLE COASTAL RESOURCE IMPACTS – CCC Comments 12, 16, 17, and 18 will be addressed in PRMP, Revision 2 and incorporated into Alternatives 1, 2, and 3. The existing revetment will be evaluated to respond to CCC Comment 12, unavoidable coastal resource impacts. The comment requests that revetment retention would have to be commensurately offset and mitigated. The revetment seawall will be removed in Alternative 1 but will be retained in Alternatives 2 and 3 and will include an assessment of such impacts, applicable avoidance measures, and applicable mitigation for unavoidable impacts. The CCC suggested that the mitigation component for each be explained in terms of the cost of such impacts using the Commission's typical armoring assessment methodology. The CCC provided a copy of the armoring assessment methodology that will be incorporated into the PRMP, Revision 2. Tetra Tech will coordinate with the CCC on this task so that the data provided by the City meets the Commission's analytical needs.

Tetra Trech will address the impacts from SLR in responding to Comment 16, including bluff retreat, erosion, slope stabilities, and other hazard constraints identified in Comment 16, including potential coastal hazard impacts, especially over time, are multi-faceted. Tetra Tech will address CCC Comment 17 by providing an update to the "*Preliminary Coastal Engineering Assessment*" (March 6, 2024) that will use a greater depth-limited wave to evaluate the potential wave runup and rock mobility. In addition, Tetra Tech will address CCC Comment 18 by considering the potential for flanking in an assessment of future risk, as well as what kind of strategies could be implemented to prevent the deterioration of the site and continued contribution to marine debris and pollution of marine waters. The evaluation will include the potential for the artificial promontory formed by the revetment protected toe of the MRL to further disrupt sand transport through the littoral system.

It is recommended that responses to CCC Comments10, 19, 20, and 21 be submitted separately, and not included with the PRMP, Revision 2.

PROJECT TEAM – KEY STAFF

Tetra Tech proposes using the following core staff to revise the PRMP, Revision 2.

Mike Velzy, PE - *Senior Project Manager, Civil/Environmental Engineer.* Proposed as PRMP Project Manager. Mr. Velzy has 37 years of professional engineering experience in the San Francisco Bay Area and is a California registered Professional Engineer (Civil). He has worked as an engineering consultant to the City of Daly City since 1999 on over 25 MRL projects, including revetment design and construction, groundwater monitoring, engineering design, construction management and oversight, erosion control and

storm water management, planning, and regulatory compliance projects. Mr. Velzy was Project Manager and principal author of the PRMP in 2015 and in 2024 (Revision 1) and is intimately familiar with the technical and regulatory issues surrounding MRL and the next version of the PRMP.

Saied Saiedi, PhD - *Senior Coastal Scientist.* Dr. Saiedi is proposed as Technical Expert for coastal structures (revetment and offshore) and will have a major role as a contributor to the PRMP. Dr. Saied is a civil engineer with 35 years of engineering and academic experience in various countries including Canada and US. Dr. Saiedi prepared the comprehensive attachment entitled, "*Preliminary Coastal Engineering Assessment, Mussel Rock Landfill Revetment, Daly City, CA*, November 18, 2022" that was included with Tetra Tech's April 5, 2023, response to CCC comments letter and included as Appendix B in the PRMP Revision 1. His hydrotechnical interests cover a wide range: Coastal structures and processes, floating offshore structures, submarine pipelines, free surface flow (hydraulic structures, sediment transport, hydropower dams, river engineering, water tunnels), hydrodynamics (cavitation, gates, pressurized flow in pipes and tunnels), surface hydrology and flood studies, and dam safety review. He has developed, managed, and reviewed several numerical and physical modeling works.

Rafeal Holcombe, PE, QSD – *Senior Coastal Engineer.* Mr. Holcombe is an Ohio registered Professional Engineer (Civil) with over 27 years of experience in coastal structures (revetment and offshore), project management, engineering analysis and design, preparation of construction documents, and construction administration of multi-disciplinary waterfront developments, including dredging, marinas, revetments, wave attenuators, piers, retaining walls, parks, and special projects. Mr. Holcombe is proposed as a Senior Technical Reviewer for the PRMP. Mr. Holcombe's relevant project experience includes:

- Project Manager - for the Naples Seawall Replacement Project, Long Beach, CA. Tetra Tech designed the new seawall that included steel sheet piles driven on the water side of the existing wall, topped with a new concrete cap beam cast on the existing cap. Because of the proximity of nearby homes and concerns about noise and liquefaction, Tetra Tech employed the hydraulic press-in method for installing the sheet piles. The first two phases each covered 2,000 feet of seawall.
- Engineer of Record - Dock 10 Replacement, Long Beach, CA. Engineer of Record. Led development of construction documents including plans, specifications, engineer's cost estimate, and basis of design report. The project design included an 80-foot by 5-foot aluminum gangway; eighteen 24-inch concrete guide piles; and a new one-inch potable water service, mechanical, and power (new transformer and service lines) for three sewage pump outs.

Peter Skopeck, PhD, GE, PE – *Senior Geotechnical Engineer*. Dr. Skopek is a California registered Professional Geotechnical Engineer (Civil, Geotechnical) with more than 30 years of experience. Dr Skopek and his staff will provide geotechnical input in PRMP, Revision 2 relative to the three alternatives and relative to the CCC comments of July 31, 2025. As a principal engineer, Dr. Skopek is responsible for oversight, management, and execution of geotechnical engineering projects and for the management of Tetra Tech's Geoscience staff. Dr. Skopek has been involved in the capacity of a geotechnical engineer of record with many design and construction projects for public and private clients, including Mussel Rock Landfill and the City of Pacifica. His project experience includes work on various state, federal, real estate development, and large industrial projects throughout the western United States and Canada. He has played an instrumental role in diversifying the range of his operating unit's professional services. Dr. Skopek oversees a professional division of Tetra Tech that specializes in geotechnical engineering relative to landfills.

Doug Bell, P.E. – *Senior Geotechnical Engineer.* Mr. Bell is a California registered Professional Engineer (Civil) with over 30 years of experience in geotechnical engineering and management of numerous projects involving heavy civil construction, commercial and industrial development, roadways, bridges, water reservoirs, pipelines, and hydraulic structures. Mr. Bell worked closely with Mike Velzy in 2024 to prepare the PRMP, Revision 1. His work has included detailed settlement analysis, development of recommendations for shallow and deep foundation systems, slope stability analysis, and evaluation of lateral earth pressures for shoring and permanent wall structures. His work has also included forensic study of foundation distress of residential, commercial, and industrial buildings. Mr. Bell 's experience in earthquake engineering includes several seismic studies for hospitals and other critical facilities prepared for review by the California Office of State Architect. His experience also includes numerous seismic risk

studies for commercial and industrial developments, and transportation facilities. Earthquake analyses conducted for these studies included evaluation of peak and probable earthquake motions, formulation of site-specific response spectra, detailed liquefaction analysis, and risk assessment.

SCHEDULE

Tetra Tech will prepare PRMP, Revision 2 within approximately four months from the time written authorization to proceed is received. The first deliverable to the City will be a draft outline that will be submitted to the City for approval within two weeks of written approval to proceed. Once the draft outline is approved, Tetra Tech will need up to 3.5 months to deliver a draft version of the PRMP, Revision 2.

COST ESTIMATE

The cost to prepare PRMP, Revision 2 is based on time and materials as presented above. In addition, the time, and materials charges to respond to the 11 CCC comments (March 28, 2025 proposal) is $9,646.00 and added to the cost estimate as Task 4 in Table 1.

The estimated time and materials cost to prepare PRMP, Revision 2 as described above is **$207,277.** The PRMP, Revision 2 costs are itemized in **Table 1**. This cost estimate does not include CSA costs that are charged directly to the City.

Respectfully submitted,

TETRA TECH, INC.



Michael E. Velzy, P.E.,
Senior Project Manager

Shirley Chan, Daly City

Attachment: Table 1 – Cost Estimate for Planned Retreat Management Plan - Revision 2

TETRA TECH

TABLE 1
Cost Estimate for Planned Retreat Management Plan - Revision 2
Mussel Rock Landfill, Daly City, California

LABOR		RATE	TASK 1 PM, Meetings		TASK 2 PRMP Revisions		TASK 3 Internal Review		TASK 4 Addess 7/31/24 CCC Comments[1]		TOTAL	
Staff	**Category**	**$/hour**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**
Mike Velzy	Project Manager (PM)	$259.00	20	$5,180	116	$30,044	20	$5,180	28	$7,252	184	$47,656
Kevin Bricknell	Senior Engineer	$209.00		$0	40	$8,360		$0	2	$418	42	$8,778
Patrick Wooliever	Senior Tech Reviewer	$167.00		$0	8	$1,336		$0	2	$334	10	$1,670
Gloria Driscol	Financial Manager	$154.00		$0	16	$2,464		$0	1	$154	17	$2,618
Kallie Gibson	Word Processing	$63.00		$0	24	$1,512	8	$504		$0	32	$2,016
Saied Saiedi	Eng.Civil Engineer	$248.00		$0	170	$42,160	20	$4,960	6	$1,488	196	$48,608
Rafeal Holcombe	Eng.Proj Mgr II Civil PM	$314.00		$0	40	$12,560	5	$1,570		$0	45	$14,130
Jason Thies	Eng.Civil Engineer III	$295.00		$0		$0	5	$1,475		$0	5	$1,475
Lee Houston	Admin.Management	$182.00		$0	6	$1,092		$0		$0	6	$1,092
Kevin Sanabria	Eng.Civil Engineer	$217.00		$0	60	$13,020		$0		$0	60	$13,020
Christian Herbert	Sr Proj Mgr - CAD	$160.00		$0	100	$16,000		$0		$0	100	$16,000
Peter Skopek	Sr. Geotech Engineer	$325.00		$0	19	$6,175		$0		$0	19	$6,175
Doug Bell	Sr. Geotech Engineer	$314.00		$0	65	$20,410		$0		$0	65	$20,410
Yonglang Li	Engineer PM.	$248.00		$0	54	$13,392	4	$992		$0	58	$14,384
Pat Keefe	Geologist PM	$283.00		$0	28	$7,924	4	$1,132		$0	32	$9,056
Total Labor			***20***	***$5,180***	***746***	***$176,449***	***66***	***$15,813***	***39***	***$9,646***	***871***	***$207,088***
TRAVEL												
Mileage	per mile	$0.70		$0	200	$140		$0		$0	200	$140
Tolls	per trip	$8.00		$0	4	$32		$0		$0	4	$32
Subtotal ODCs				$0		$172		$0		$0		$172
Fee on ODCs		10%		$0		$17		$0		$0		$17
Total ODCs				***$0***		***$189***		***$0***		***$0***		***$189***
TOTAL ESTIMATED PRICE				*$5,180*		*$176,638*		*$15,813*		*$9,646*		***$207,277***

NOTES:
1. Carry over from March 28, 2025 proposal entitled, *Proposal to Respond to CCC Comments, CDP Application 2-23-0459 Letter of July 31, 2024.* Tetra Tech responded to first 11 comments that were submitted to the City on April 28, 2025.

City Council Agenda Report

Item # _____

Meeting Date: October 27, 2025

Subject: Approve Partnership with Thornton High School at the Pacelli Event Center

Recommended Action

Consider City partnership with Thornton High School (THS) of the Jefferson Union High School District to have use of the Pacelli Event Center on Monday, May 18 (practice) and Tuesday, May 19, 2026 for their Graduation ceremonies, and consider fee waivers.

Background

In previous years, Thornton High School (THS) used the Serramonte del Rey space for its graduation ceremonies. Due to that facility's closure, THS reached out to the Department of Recreation Services last year, and with Council approval, the City of Daly City partnered with the school to host its ceremonies.

THS is requesting to partner again for the upcoming school year's graduation events—rehearsal on Monday, May 18, 2026 and graduation on Tuesday, May 19, 2026—for approximately 300 attendees.

As a partner, the City would host the events at the Pacelli Event Center within Westlake Park and provide tables, chairs, set-up, and clean-up on the day of the event. THS would supply all materials related to the ceremony and ensure that all items are removed and the facility is left in its original condition.

Discussion

The City Council may consider becoming an official partner, waiving fees and other requirements for the rental of the Pacelli Event Center, from 12:30 – 4pm on May 18 and 8am – 4:30pm on May 19. The chart below depicts all costs associated with the rental:

	Hourly Fees RESIDENT	**Hourly Fees**	**Non-Refundable Fees**		**Refundable Fees**	**Total**
		Resident	Insurance	Custodial Fee (+)	Deposit	
Pacelli Event Center	**Mon., May 18: 12:30 - 4pm** **Tues., May 19: 8am – 4:30pm** ($225 per/hr x 12 hours)	$2,700	$147	$400	$1,000	**$4,247**

(+) *This is a mandatory fee associated with all non-athletic gym rentals.*

Thornton High School would need to submit payment for the refundable deposit of $1,000, non-refundable mandatory custodial fee of $400 and the non-refundable insurance fee of $147. The total rental fees requested to be waived are $2,700.

Summary/Conclusion

Staff recommends that the City Council provide direction to staff on event partnership and fee waivers.

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

Respectfully submitted,

Denise Brown
Director of Recreation Services

City Council Agenda Report

Item # _____

Meeting Date: October 27, 2025

Subject: Approve Partnership with IN THE LAB and Hoop Bus at the Pacelli Gymnasium

Recommended Action
Consider City partnership with IN THE LAB and Hoop Bus to host the Infinity 3x3 Invitational Basketball Tournament on Saturday, November 1, 2025 at the Pacelli Gymnasium.

Background
Infinity 3x3 Invitational isn't a traditional basketball tournament. It features fast-paced, half-court play where every possession matters. Since debuting as an Olympic sport at the 2020 Tokyo Games, 3x3 basketball has gained global popularity. Infinity 3x3 Invitational brings that same energy to California, giving players visibility, development opportunities, and a pathway to international rankings—while also uniting families and building community connections.

The Invitational will host eight teams comprised of youth athletes (14u level), each team with three starters and one substitute, competing over a total of three-hours of gameplay, comprised of two hours of pool play and one hour of semi-finals/finals. There will also be time allotted for set-up and breakdown.

Approximately 40 players and coaches are expected, along with families and spectators. The event will require two half-court setups, standard spectator seating, and access to a lobby area for check-in and warm-ups. Organizers will provide basketballs, scoreboards, and shot clocks, while requesting the City's assistance with tables, chairs, ball racks and a portable speaker and microphone.

Both the Department of Recreation Services and the IN THE LAB team see this event as the beginning of a meaningful partnership throughout the fiscal year—one that will bring the Infinity 3x3 Invitational back to the Pacelli Gym and create ongoing opportunities for Daly City youth to grow, connect, and thrive through sports and community engagement.

Discussion
The City Council may consider becoming an official event partner and waiving fees and other requirements for the rental of the Pacelli Gymnasium, from 7:30am – 1:30pm on Saturday, November 1, 2025. The chart below depicts all costs associated with the rental:

	Hourly Fees NON-RESIDENT	**Hourly Fees**	**Non- Refundable Fees**	**Refundable Fees**	**Total**
		Non-Resident	Insurance	Deposit	
Pacelli Gymnasium	**Saturday, Nov. 1, 2025 7:30am – 1:30pm** ($135 per/hr x 6 hours)	$810	$229	$400	$1,439
TOTALS		**$810**	**$229**	**$400**	**$1,439**

IN THE LAB/Hoop Bus would need to submit payment for the refundable deposit of $400 and the non-refundable insurance fee of $229. The total rental fees requested to be waived are $810.

Summary/Conclusion
Staff recommends that the City Council provide direction to staff on event partnership and fee waivers.

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

Respectfully submitted,

Denise Brown
Director of Recreation Services

Edgardo Bolaños
Administrative Assistant III

City Council Meeting Agenda Report Item # _____

Meeting Date: October 27, 2025

Subject: Accept and Appropriate a $1,890 Zip Books Grant

Recommended Action

It is recommended the City Council accept and appropriate a $1,890 Zip Books Grant from the State of California.

Background/Discussion

The Library has been awarded a Zip Books grant; this will be our third year participating this program. The Zip Books program provides library users with speedy access to books that are not available at our libraries. A patron simply requests the item, the library purchases it from Amazon, and the book is shipped directly to the patron's home. When finished, the patron returns it to the library, and the library adds it to the collection. Because Zip Books is a user-driven program, the library collection becomes more closely matched to the needs of the local community.

Eligible items include books and audiobooks not currently available in the library catalog that fit the Library's Materials Selection Policy. Patrons can borrow up to two items at a time through this program. To place a request, patrons can fill out the online form at www.dalycity.org/zipbooks or speak with a staff person at their library.

This project is supported in whole or in part by funding provided by the State of California, administered by the California State Library.

Fiscal Impact

This grant revenue was not anticipated in the current Fiscal Year budget. Accept and appropriate the $1,890 for expenditure in Fiscal Year 2025-26. These grant funds were received and will be expended in Fiscal Year 2025-26.

Summary/Conclusion

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

Respectfully submitted,

Chela Anderson
Library Director

City Council Meeting Agenda Report Item # _____

Meeting Date: October 27, 2025

Subject: Approve Proposed Revisions of Building Permit Technician, Building Maintenance Worker I/II and Groundskeeper Gardener I/II Job Specifications (Civil Service)

Recommended Action

Staff recommends that the City Council adopt the proposed revisions to the following job specifications:

- Building Permit Technician (attached)
- Building Maintenance Worker I/II (attached)
- Groundskeeper Gardener I/II (attached)

Background/Discussion

The job specification have been updated to accurately reflect the duties of the position.

The City Manager has approved the proposed civil service job specifications and the City has met and conferred in good faith with the affected bargaining unit and, as a result, have agreed to the proposed job specification changes.

Fiscal Impact

There is no fiscal impact.

Summary/Conclusion

Staff is recommending that the City Council adopt the proposed revisions to the Building Permit Technician, Building Maintenance Worker I/II and Groundskeeper Gardener I/II civil service job specifications.

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

Respectfully submitted,

Natalie Sakkal
Director of Human Resources

Attachments

CITY OF DALY CITY
JOB SPECIFICATION

APPROVED BY
~~PERSONNEL BOARD:~~ ~~02/08/2007~~
CITY COUNCIL: ~~02/26/2007~~
RES. NO.: ~~07-35~~

BUILDING PERMIT TECHNICIAN

DEFINITION

~~Under direction of the Chief Building Inspector, the Building Permit Technician processes building permit applications and issues permits. Provides information concerning building permit requirements, codes and inspection procedures to contractors, design professionals and the public, checks plans for completeness, calculates permit fees, issues over-the-counter building permits and routes plans. Does related work as required.~~Under the direction of the Chief Building Supervisor/Building Official or their designee, the Building Permit Technician performs technical, clerical, and customer service work related to the intake, routing, tracking, and issuance of permits and coordination of inspection scheduling. The Building Permit Technician serves as a key point of contact for applicants, staff, and the public, ensuring accurate intake, digital processing, and efficient communication throughout the permit lifecycle. This position requires knowledge of building permit procedures, plan routing systems, and municipal permitting processes. Perform other related duties as assigned.~~May be required to perform other duties as assigned.~~

EXAMPLES OF DUTIES

~~Duties may include, but are not limited to the following: accept, review and evaluate building permit applications for completeness and correctness ; review blueprints for completeness and accuracy and check for basis code compliance; verify parcel ownership and check for violations and inspection history; process over-the-counter residential applications for permits to repair-in-kind building, electrical, plumbing and mechanical; determine which agencies must review applications and route building permit applications to various City agencies and departments to process; provide information to the public concerning the building permit process requirements, codes and inspection procedures; assist the public in completing applications for building permits; receive complaints and handle or route to the appropriate staff to solve; explain denials of applications, additional requirements and the process for reapplying; determine building fees; calculate square footage and determine cost-per-square-foot based on use, occupancy and type of construction; notify applicant when the building permit will be issued or if additional information is required; issue building permits; input, access and analyze data using a computer; maintain records; prepare weekly and monthly reports; and attend meetings.~~ • Assist customers with navigating the City's online permitting tools and resources; ~~•~~ ~~s~~Support permit applicants with creating accounts, uploading documents, and requesting inspections; ~~•~~ ~~P~~perform intake review of permit applications for completeness; ~~•~~ ~~C~~check

applications for compliance with submittal requirements. • aAccurately assign work types, scopes of work, and required inspections using standardized intake protocols; • A assign required inspections based on established scope-of-work logic tables when system automation is unavailable; • Uuse the City's permit tracking software to route applications and documents to appropriate departments; • T track the status of permits, reviews, and inspections; • R respond to applicant inquiries about permit status; • cCommunicate clearly with the public, contractors, developers, and staff regarding permit status, corrections, and fees; • M maintain digital records and ensure proper filing of supporting documents; • Ggenerate and track digital invoices for plan check and permit fees; Mmonitor payment status through the online portal; • Uuse digital tools and plan data to calculate permit fees based on square footage, valuation, or standardized tables; • Vverify completeness of digital plan submittals and assist with document labeling and version control for online plan review; • Rrespond to applicant questions submitted through the online portal regarding permit status, corrections, or document requirements; • P provide administrative support including scheduling inspections; • mMaintain permit logs and generate reports; • Iinterpret and explain basic code requirements, permit processes, and department procedures to the public; • Pparticipate in the continued transition to digital workflows and assist with system improvements through the City's ERP/ELP vendor as directed; • Pparticipate in testing and feedback of new digital permitting tools and process improvements; • A advise applicants on Construction & Demolition (C&D) deposit requirements and compliance procedures at the time of permit intake; • C collect and log C&D deposit forms and fees in coordination with applicable project scopes; • T track C&D compliance documentation and assist with refund eligibility checks using the City's digital permit system; • Pprovide general guidance on C&D recycling requirements and maintain reference materials for applicants. • Perform other related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of: Federal, state and municipal codes, ordinances, and regulations related to building construction, electrical, plumbing, mechanical, heating, and gas installations; construction drawings and blueprint reading; building construction types; inspection methods and procedures; office practices and procedures.
Building, zoning, and municipal codes as they relate to the permit process. • Permit application procedures and records management. • Use of modern permitting systems and digital tools to support permit processing and communication. • Construction terminology and plan reading basics. • Effective Gcommunication and customer service principles and communication techniques. • Basic procedures related to Construction & Demolition deposit processing and compliance tracking. • Inspection types and associated scopes of work as outlined in departmental logic tables or permit intake protocols. • Plan submittal requirements and digital document management practices for online plan review. • Methods for calculating fees based on square footage, use type, valuation, or occupancy.

JOB SPECIFICATION
BUILDING PERMIT TECHNCHNICIAN (PAGE 3)

Ability to: ~~Establish and maintain effective, tactful, positive and fair working relationships with property owners, developers, building contractors and the general public even in occasionally hostile situations; understand, explain, and consistently and fairly apply policies, laws, codes, regulations, and the permit process; apply the principles of mathematics; read and interpret building plans and specifications; review building permit applications for completeness and correctness; use assessor's parcel map to locate property; calculate square footage; input and access data using a computer; interact positively and cooperate with co-workers, respond politely to customers, work as a team member, function under demanding time pressure, respond in a positive manner to supervision, and attend work and perform duties on a regular and consistent basis.~~
~~•~~ Learn and operate the City's digital permitting platform with accuracy~~.~~ ~~•~~ Rread and interpret basic construction plans and documents;~~.~~ ~~•~~ Aapply City policies and procedures related to permits and inspections;~~.~~ ~~•~~ Aaccurately collect and record data and fees. ~~•~~ Communicate effectively with the public and staff, both orally and in writing;~~.~~ ~~•~~ mMaintain professionalism while handling sensitive or challenging customer interactions'~~.~~ ~~•~~ Oorganize and prioritize work in a fast-paced environment;~~.~~ ~~•~~ Aadapt to evolving technologies in permit tracking and electronic plan review;~~.~~ ~~•~~ Ccoordinate C&D documentation during permit intake and assist with compliance-related communication;~~.~~ ~~•~~ Aapply internal inspection assignment logic to accurately select required inspections during permit setup;~~.~~ ~~•~~ Aassist with applicant questions submitted through digital platforms;~~.~~ ~~•~~ Ssupport document formatting, tracking, and version control for digital plan review. Interact positively and cooperate with co-workers, respond politely to customers, work as a team member, function under demanding time pressure, respond in a positive manner to supervision, and attend work and perform duties on a regular and consistent basis.

Experience: ~~One year of public contact work in a similar enforcement department or agency or experience with land use regulations, the building process, construction, or drafting which was combined with major public contact.~~
One year of administrative or customer service experience in a construction, permit, or planning environment.

Education: Graduation from high school or equivalent. ~~Desirable additional education would include two years of college course work in construction technology, blueprint reading and drafting, building inspection or civil engineering.~~Technical training in construction, planning, or public administration desirable.

License: ~~Must p~~Possession of a valid Class C California Driver's License and an acceptable driving record. International Code of Council (ICC) Building Permit Technician certification is desirable.

JOB SPECIFICATION
BUILDING PERMIT TECHNCHNICIAN (PAGE 4)

R: ~~02/077~~8~~10~~/25

Approved:

Date:

10/23/25

CITY OF DALY CITY
JOB SPECIFICATION

APPROVED BY
~~PERSONNEL BOARD: 02/08/2007~~
CITY COUNCIL: ~~02/26/2007~~
RES NO.: ~~07-35~~

BUILDING MAINTENANCE WORKER I/II

DEFINITION

Under general supervision, performs a variety of maintenance, repair, and inspection task on buildings, exterior hardscape structures, and playground structures, ~~to do general building and facilities maintenance work~~ and other related duties as required.

Building Maintenance Worker I is the entry-level class and Building Maintenance Worker II is the journey level class in the series. Incumbents in the Building Maintenance Worker I class will progressively perform most of the duties required in the Building Maintenance Worker series but are not expected to function at the same skill level and will usually exercise less independent direction and judgement on matters related to work procedures and methods. Work is usually supervised while in progress and fits an established pattern that has been explained before the work is started. Generally, changes in procedures or exceptions are explained in detail as they arise. Under the flexible staffing concept, Building Maintenance Worker II positions that may become vacant may reasonably be filled at the Building Maintenance Worker I or Utility Maintenance Worker level for training purposes.

Positions in the Building Maintenance Worker II class are flexibly staffed and normally filled by advancement from the Building Maintenance Worker I class, or when filled from the outside, require prior specific experience in building-related construction and maintenance. Appointment to this class requires the employee to be performing substantially the full range of building maintenance duties and to meet the qualification standards for the class. This class requires the ability to work independently exercising judgement and initiative. Duties will normally require the ability to operate the full range of mechanical equipment related to building maintenance.

EXAMPLES OF DUTIES

Assists in, and at the journey level, performs such functions as painting, glazing, repairing plumbing, installing locks, windows, doors, or lighting fixtures; cleaning, waxing, or refinishing floors, walls, and furniture; cleaning and repairing toilet fixtures; sweeping and cleaning interior and exterior of buildings as needed. Makes routine inspection of proper operation and safe conditions of park and playground equipment, walks, roads, and courts; assists in repair or installation of playground equipment of facilities. Assists in the adjustment, and minor repair of heating and air conditioning units; building and finishing cabinets, countertops, and office furniture and staining and varnishing various wood

furniture and surfaces. Performs remodeling and renovation tasks for municipal facilities, paints interior and exterior of City buildings as required, and safely operates various power and hand tools.

MINIMUM QUALIFICATIONS

Knowledge of: Use and care of general carpentry and maintenance tools; general techniques of carpentry, concrete work, painting, glazing and plumbing.

Ability to: Follow oral and written directions; learn and use skilled tasks and apply current practices and procedures; maintain an appropriate public service demeanor; interact positively and cooperate with co-workers, respond politely to customers, work as a team member, function under demanding time pressure, respond in a positive manner to supervision, and attend work and perform duties on a regular and consistent basis.

Physical Capability to: Perform sustained, strenuous manual labor; climb, lift, crawl, stoop and bend to reach work; may work outdoors in temperature extremes and inclement weather.

Experience:

- Building Maintenance Worker I: one (1) year, full-time, paid experience in construction, maintenance or other semi-skilled, physical work ~~as a Utility Maintenance Worker with the City of Daly City~~.
- Building Maintenance Worker II: two (2) years full-time experience in general building maintenance, carpentry, plumbing, or painting.

Education:

- Building Maintenance Worker I: completion of the tenth grade. Graduation from high school or the equivalent is desirable and required to advance to Level II in the classification series.
- Building Maintenance Worker II: High school graduation or the equivalent.

License: Possession of a valid Class C California Driver's License.

R: 0~~2/07~~106/25

JOB SPECIFICATION
BUILDING MAINTENANCE WORKER I/II (PAGE 2)

Approved by: _____

Date: 10/23/25

CITY OF DALY CITY
JOB SPECIFICATION

APPROVED BY
~~PERSONNEL BOARD: 02/08/2007~~
CITY COUNCIL: ~~02/26/2007~~
RES NO.: ~~07-35~~

GROUNDSKEEPER-GARDENER I/II

DEFINITION

Under general supervision, performs a variety of semi-skilled and skilled gardening and turf maintenance duties in the development, maintenance and repair of landscaped areas~~to do professional gardening and general grounds maintenance work~~; and related work as required.

Groundskeeper Gardener I is the entry-level class and Groundskeeper Gardener II is the journey-level class in the series. Incumbents in the Groundskeeper Gardener I class will progressively perform most of the duties required in the Groundskeeper Gardener series but are not expected to function at the same skill level and will usually exercise less independent direction and judgement on matters related to work procedures and methods. Work is usually supervised while in progress and fits an established pattern that has been explained before the work is started. Generally, changes in procedures or exceptions are explained in detail as they arise. Under the flexible staffing concept, Groundskeeper Gardener II positions that may become vacant may reasonably be filled at the Groundskeeper Gardener I or Utility Maintenance Worker level for training purposes.

Positions in the Groundskeeper Gardener II class are flexibly staffed and normally filled by advancement from the Groundskeeper Gardener I class, or when filled from the outside, require prior specific experience in gardening and general grounds maintenance. Appointment to this class requires the employee to be performing substantially the full range of gardening and general grounds maintenance duties and to meet the qualification standards for the class. This class requires the ability to work independently exercising judgement and initiative. Duties will normally require the ability to operate the full range of mechanical equipment related to gardening and general grounds maintenance.

EXAMPLES OF DUTIES

Plant, cultivate, water, spray, and propagate plants, hedges, trees, flowers, and lawns and perform grounds maintenance work; operate hand and power machines; aids in keeping greenhouses and other structures in repair and free from plant diseases and pests; maintain equipment, tools, and supplies in proper condition and repair; do general laboring tasks related to grounds and garden maintenance work. Install, maintain, and operate manual and automatic irrigation systems. Input and retrieve data and work orders from the computer system. May assist in supervising utility workers, temporary employees, court referrals and other subordinates.

MINIMUM QUALIFICATIONS

Knowledge of: Approved methods of planting, propagating and caring for hedges, ornamental trees, shrubs, lawns, and flowers; gardening materials, tools and equipment, and their use and care; the common plant diseases and insect pests and the approved methods and materials used in controlling and destroying them.

Ability to: Safely use hand and power gardening tools and perform heavy physical labor; follow oral and written directions; follow and abide by the City's *Rules and Regulations of the Classified Service*. Learn to use the computer system. Maintain an appropriate public service demeanor and positive customer service interactions. Interact positively and cooperate with co-workers, respond politely to customers, work as a team member, function under demanding time pressure, respond in a positive manner to supervision, and attend work and perform duties on a regular and consistent basis.

Physical capability to: Perform sustained, strenuous manual labor; climb, lift, crawl, stoop and bend to reach work; may work outdoors in temperature extremes and inclement weather.

Experience:

- Groundskeeper Gardener I, entry level: one (1) year, full-time, paid experience in construction, maintenance or other semi-skilled, physical work.
- Groundskeeper Gardener II: two (2) years of full-time experience in gardening and general grounds maintenance work.

Education:

- Groundskeeper Gardener I, entry level: completion of the tenth grade. Graduation from high school or the equivalent is desirable and required to advance to Level II in the classification series.
- Groundskeeper Gardener II: A high school diploma or the equivalent.

License:

- ~~Groundskeeper Gardener I, entry level: p~~Possession of a valid, Class C California Driver's License.
- Groundskeeper Gardener II: ~~must possess a valid, Class B commercial California Driver's license with a tank endorsement or acquire the valid Class B commercial California's license with a tank endorsement within six months of hire date.~~ A current Qualified Applicator Certificate is desirable.

R: ~~06~~10/25~~2/07~~

JOB SPECIFICATION
GROUNDSKEEPER/GARDENER I/II (PAGE 2)

Approved by: 

Date: 10/23/25

Meeting Date: October 27, 2025

Subject: Adoption of Memorandum of Understanding and Salary Schedule between the City of Daly City and Police Officers Association

Recommended Action

That the City Council adopt by resolution the Memorandum of Understandings and salary schedules between the City of Daly City and Police Officers Association.

Discussion

The management "meet and confer" representatives designated by the City Council of the City of Daly City have met and conferred in good faith with the representatives of the Police Officers Association and, as a result, have arrived at a Memorandum of Understanding concerning wages, hours and conditions of employment as follows:

Cost of Living Adjustment:

- Effective the first full pay period of July 2025 - 3% salary increase
- Effective the first full pay period of July 2026 - 3% salary increase
- Effective the first full pay period of July 2027 - 3% salary increase

Equity Adjustment:

- Effective the first full pay period of July 2025 – 2% equity adjustment
- Effective the first full pay period of July 2026– 1% equity adjustment
- Effective the first full pay period of July 2027– 1% equity adjustment

Longevity:

Sworn employees in this bargaining unit will receive longevity pay for years of service in sworn peace officer positions as defined under Penal Code 830.1 with the City or another public agency.

- Effective in the first full pay period of July 2025, sworn employees with at least six (6) years of service shall receive longevity pay incentive equal to two and one-half percent (2.5%) of base pay.

- Effective in the first full pay period of July 2026, sworn employees with at least 10 years of service shall receive an additional longevity pay incentive equal to two and one-half percent (2.5%) of base pay (5% total).

- Effective in the first full pay period of July 2027, sworn employees with at least 14 years of service shall receive an additional longevity pay incentive equal to two and one-half percent (2.5%) of base pay (7.5% total).

Retirement Medical PORAC Trust:

Effective November 2025, the City will transfer a monthly pre-tax employer contribution of $100 per month for each employee currently working in the bargaining unit represented by the Association.

Effective the pay period including July 1, 2026, or as soon thereafter as administratively feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Trust by $25 ($375 per month total).

Effective the pay period including July 1, 2027, or as soon thereafter as administratively feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Trust by $25 ($400 per month total).

Uniform Allowance:

Effective January 1, 2026, the uniform allowance will increase to $1,200 per year, to be paid in equal installments of $46.15 per pay-period.

Bilingual Pay:

- Effective January 1, 2026, the bilingual pay for qualified employees will change to three percent (3%) of base salary.
- Effective January 1, 2027, the bilingual pay for qualified employees will increase to three and one quarter percent (3.25%) of base salary.
- Effective January 1, 2028, the bilingual pay for qualified employees will increase to three and one-half percent (3.5%) of base salary.

The following languages are approved for bilingual pay compensation: Spanish, Tagalog, Mandarin, Cantonese, Korean, Vietnamese, and American Sign Language.

Dental:

The City agrees to contribute the following amount towards dental premiums:

- Effective January 1, 2026: $25/month
- Effective January 1, 2027: $50/month

Vision Reimbursement Program:

- Effective January 1, 2026: the maximum calendar year reimbursement for frames and lenses will increase to three hundred dollars ($300.00).
- Effective January 1, 2027, the maximum calendar year reimbursement for frames and lenses will increase to three hundred and fifty dollars ($350.00).

- Effective January 1, 2028, the maximum calendar year reimbursement for frames and lenses will increase to four hundred dollars ($400.00).

Fiscal Impact

Staff recommends appropriating $1,532,873 for FY 2026 and $2,845,763 for FY 2027 to the general fund for estimated increase in costs due to the contracts.

Summary/Conclusion

Staff requests that the City Council adopt the Memorandum of Understanding between the City of Daly City and Police Officers Association for the period of July 1, 2025, through June 30, 2028.

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

Respectfully submitted,

Natalie Sakkal
Director of Human Resources

Attachment Tracked Changes POA MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF DALY CITY

and

DALY CITY POLICE OFFICERS ASSOCIATION

July 1, 2025~~2~~ through June 30, 2025~~7~~8

The wages, hours and conditions of employment that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between the staff representatives of the City of Daly City (hereinafter called "City") and the representatives of the Daly City Police Officers Association (hereinafter called "Association") and shall apply to all employees in the classification of Police Officer who are members of the Association.

The wages, hours and conditions of employment that are set forth in this MOU have been discussed in good faith and agreed upon as being an equitable adjustment of present wages, hours and conditions of employment, between the staff representatives of the City and the representatives of the Association. The Association Negotiating Committee represents that a majority of the members of the Association have approved all of the terms set forth herein and the staff representatives of the City agree to recommend to the City Council that all of the terms set forth herein be adopted in full by the City Council in the manner and procedure prescribed by law.

ARTICLE I – SALARIES

A. Cost of Living Adjustments

- Effective in the first full pay period of July 2025~~2~~, the salary for all bargaining unit members shall be increased by ~~two~~three percent (3~~2~~%).
- Effective in the first full pay period of July 2026~~3~~, the salary for all bargaining unit members shall be increased by ~~two~~ three percent (3~~2~~%).
- Effective in the first full pay period of July 2027~~4~~, the salary for all bargaining unit members shall be increased by ~~four~~ three percent (3~~4~~%).

B. Equity Adjustments

- Effective in the first full pay period of July 2025~~2~~, all bargaining unit members shall receive an equity adjustment of two percent (2%).
- Effective in the first full pay period of July 2026~~3~~, all bargaining unit members shall receive an equity adjustment of ~~two~~ one percent (1~~2~~%).
- Effective in the first full pay period of July 2027, all bargaining unit members shall receive an equity adjustment of one percent (1%).

C. Temporary Duty Pay

The City agrees to recommend to the City of Daly City Personnel Board revision to the *Rules and Regulations of the Classified Service*, Rule XII Transfers, section 6d "A sworn Police Officer temporarily assigned the duties of another position in excess of **5** working days,

whether or not consecutive, shall then receive his or her permanent salary or the salary of the temporary assignment, whichever is higher.

D. Compensation During Time Changes (Daylight Savings)

In the Spring, when transitioning to Daylight Savings Time (DST), employees working during the one (1) hour transition from Standard Time to DST will not suffer a loss of compensation as a result of the time change, and shall be paid for completing a full regularly scheduled shift (10 or 12.5 hours).

In the Fall, when transitioning from DST back to Standard Time, employees working during the one (1) hour transition will be paid for all hours worked, and will be either: (a) compensated at the rate of time and one-half for the additional hour worked due to the DST transition; or (b) released from duty one (1) hour early in order to avoid overtime.

E. Overtime

Overtime pay or compensating time off shall be granted at the rate of time and one-half under the following conditions:

(a) When an employee is called to work on a regular non-work day the employee shall be granted overtime pay or compensating time off for the time worked.
(b) Employees working in excess of their regular work day shall be granted overtime pay or compensating time off for the time worked.
(c) Whenever an employee is called back to work for less than four (4) hours overtime pay, the employee shall receive a minimum of four (4) hours overtime pay.
(d) Employees eligible for overtime will be paid at the rate of time and one-half for time worked over the employee's regular working day (Reference: Rule XVI ("Salaries and Overtime"), Section 10 of the Rules and Regulations of the Classified Service)

F. FLSA Work Period

Notwithstanding the above contractual overtime language, the City has established a twenty-eight (28) day 207(k) work period for all eligible law enforcement personnel, regardless of rank, for Fair Labor Standards Act (FLSA) overtime purposes. The FLSA overtime threshold under the 28-day work period is one hundred and seventy-one (171) hours.

G. Agreement to Provide Compensatory Time Off ("CTO")

Employees may elect to accrue Compensatory Time Off in lieu of cash payment for overtime. Compensatory Time Off is accrued at the rate of one and one-half hours per every overtime hour worked. Employees may accrue up to ~~one~~ four hundred and eighty (~~100~~480) hours of Compensatory Time Off.

ARTICLE II – RETIREMENT

A. Pursuant to the Public Employees' Retirement System (PERS) contract with the City of Daly City, the following provisions are provided for affected employees:

Classic Employees: For classic employees as defined by California Public Employees' Retirement System (PERS) and California Public Employees' Pension Reform Act of 2013 (PEPRA), the contract with the Public Employees' Retirement System will provide the following:

- Section 21363.1 – 3% at Age 55 Benefit Formula
- Section 20042 - One-Year Final Compensation
- Section 21329 - Annual Cost-of-Living Allowance Increase (up to 2%)
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefits
- Section 21573 - Third level of 1959 Survivor Benefit
- Section 21024 - Military Service Credit as Public Service
- Section 21023.5 - Public Service Credit for Peace Corps
- Section 21551 – Pre Retirement Death Benefits to continue after remarriage of survivor
- Section 21620 - $500 Retired Death Benefit

New Employees: For new members hired on or after January 1, 2013 as defined by California Public Employees' Retirement System (PERS) and California Public Employees' Pension Reform Act of 2013 (PEPRA) the contract with the Public Employees' Retirement System will provide the following:

- Section 21363.1 – 2.7% at Age 57 Benefit Formula
- Section 20037 - Three-Year Average Final Compensation
- Section 21329 - Annual Cost-of-Living Allowance Increase (up to 2%)
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefits
- Section 21573 - Third level of 1959 Survivor Benefit
- Section 21024 - Military Service Credit as Public Service
- Section 21023.5 - Public Service Credit for Peace Corps…
- Section 21551 – Pre Retirement Death Benefits to continue after remarriage of survivor
- Section 21620 - $500 Retired Death Benefit

B. Cost Sharing

Bargaining unit employees shall pay three percent (3.0%) towards the employer share of the CalPERS contribution, subject to 414(h)(2). These contributions shall be credited to each member's account in accordance with Government Code Section 20516(a).

C. Retiree Medical

1. For employees hired prior to November 14, 2022, who retire from the City with a PERS retirement benefit (defined as an employee who is retiring from the City and is taking a service or disability retirement from PERS) the City's contribution to retiree health for eligible employees and qualifying annuitants will be as follows:

Employee Only	$572.92
Employee + 1	$572.92
Family	$572.92

This amount will be increased in subsequent years if required to comply with the PEMCHA minimum.

2. For employees hired on or after November 14, 2022 who retire from the City (defined as an employee who is retiring from the City and is taking a service or disability retirement from PERS) the retiree health benefit shall be limited to the PEMHCA minimum.

ARTICLE III – BENEFITS

A. Health and Welfare

The City will contribute toward the City sponsored benefit plans during the life of this Memorandum of Understanding as follows:

1. Medical Insurance: The City's monthly contribution to CalPERS for each eligible active employee for the purchase of medical insurance will be

Employee Only	$572.92
Employee + 1	$572.92
Family	$572.92

2. Cafeteria Plan Allowance: The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing active employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to, medical insurance, flexible spending accounts for out-of-pocket medical expenses and dependent care, dental insurance and life insurance benefits. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health benefits under Section A of this Article. Any tax consequences resulting from City contributions to the Cafeteria Plan are the sole responsibility of the employee.

The City provides each eligible employee with a monthly Cafeteria Allowance of:

~~Effective January 1, 2020 and each plan year thereafter, t~~The City shall contribute to the monthly Cafeteria Allowance for eligible employees as follows:

- Employee Only: The City's contribution for employees who elect employee only medical coverage shall be 100% of the Kaiser Bay Area medical premium. This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser rate increases 15% or more in any year, the parties shall split the cost of the rate increase above 15% for the plan year.

- Employee +1: The City's contribution for employees who elect employee plus one dependent medical coverage shall be of the 95% Kaiser Bay Area medical premium. This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser rate increases 15% or more in any year, the parties shall split the cost of the rate increase above 15% for the plan year.

- Employee and 2+: The City's contribution for employees who elect employee and two plus dependents medical coverage shall be 95% of the Kaiser Bay Area medical premium This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser rate increases 15% or more in any year, the parties shall split the cost of the rate increase above 15% for the plan year.

From the Cafeteria Plan Allowance, active employees must purchase the following qualified benefits:

- City-sponsored dental/orthodontic insurance
- Police Officer Association-sponsored LTD insurance

Effective January 1, 2026, the City shall contribute $25 per month toward each employee's mandatory City-sponsored dental premiums.

Effective January 1, 2027, the City shall contribute $50 per month toward each employee's mandatory City-sponsored dental premiums.

The City agrees to allow affected employees to "freeze" any accrued sick leave after meeting a 60-day waiting period as required by POA-sponsored Long Term Disability insurance.

Employees who purchase cafeteria plan benefits with a total cost in excess of their cafeteria allowance must pay the additional amount through payroll deduction.

Employees may purchase life insurance from the cafeteria plan allowance. In the event that additional money is needed to pay for such insurance, the employee shall pay such additional amount through payroll deduction.

For employees hired prior to January 1, 2020, any remaining amounts of Cafeteria Plan Allowance, if any, not used to purchase qualified benefits shall be added to employee wages. Any such amount of Cafeteria Plan Allowance and/or the amount added to wages is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. Cash back is eliminated for all bargaining unit employees hired on or after January 1, 2020.

The City reserves the right at any time during the term of the agreement to provide medical or dental benefits under plans offered by alternate carriers or through a program of self-insurance, self-administration of claims through a third-party administrator, or a combination of the above. In the event the City wishes to exercise this option, alternate coverage shall be substantially equivalent to or greater than the coverage in effect on the date the City makes such an election, with approval of the Police Officers Association.

3. Opt-Out Cash in Lieu

   a. Employees hired on or after January 1, 2020 who opt out of the CalPERS medical plan are entitled to a payment of $500 per month minus the cost of the City sponsored Dental/Orthodontia Insurance if they provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year.

   The opt-out payment cannot be made and the City will not in fact make payment if the City knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. Employees and known dependents who do not provide the annual information required will be enrolled in the lowest cost health plan. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System.

   b. Employees hired before January 1, 2020: who opt out of the CalPERS medical plan are entitled to a payment of $830 per month minus the cost of the City sponsored Dental/Orthodontia Insurance if they provide proof of acceptable coverage in compliance with the law as specified in paragraph a above. Cash in lieu is frozen at $830 per month and the balance shall be added to employee wages. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. In the event that an employee in this group purchases health insurance from the City's Cafeteria Plan Allowance on or after January 1, 2020, and

thereafter elects to waive health coverage in the future, the cash in lieu benefit will be reduced to $500 per month.

B. Vision Reimbursement Program

Employees and their dependents are eligible for a maximum reimbursement of two hundred dollars ($200.00) per calendar year for frames or lenses. The reimbursement may be requested every 12 months by completing a reimbursement request form.

- Effective January 1, 2026: the above maximum calendar reimbursement for frames and lenses will increase to three hundred dollars ($300.00).
- Effective January 1, 2027, the above maximum calendar reimbursement for frames and lenses will increase to three hundred and fifty dollars ($350.00).
- Effective January 1, 2028, above maximum calendar reimbursement for frames and lenses will increase to four hundred dollars ($400.00).

C. Bilingual Pay

Effective until January 1, 2026, The City agrees to provide one hundred dollars ($100.00) per month bilingual pay paid and reported biweekly to those affected employees who become certified eligible for such pay and who are routinely and consistently assigned to positions requiring communication skills in languages other than English.

- Effective January 1, 2026, the bilingual pay for qualified employees will change to three percent (3%) of base salary.
- Effective January 1, 20276, the bilingual pay for qualified employees will increase to three and one quarter percent (3.25%) of base salary.
- Effective January 1, 2028, the bilingual pay for qualified employees will increase to three and one--half percent (3.5%) of base salary.

The City will determine ~~the number of positions, the shifts, the eligible languages (including American Sign Language), and~~ the standards and procedures for certification for such pay.

The following languages are approved for bilingual pay compensation: Spanish, Tagalog, Mandarin, Cantonese, Korean, Vietnamese, and American Sign Language.

~~D. Senior Officer Longevity Pay~~

~~Police Officers who have completed twenty (20) years of service with the City of Daly City shall be eligible to receive additional compensation added to their base salary in the amount of one hundred dollars ($100.00) per month paid and reported biweekly.~~

D. Longevity Pay

Subject to the following rules, sworn employees in this bargaining unit will receive longevity pay for years of service in sworn peace officer positions as defined under Penal Code 830.1 with the City or another public agency.

- Effective in the first full pay period of July 2025, sworn employees with at least six (6) years of service shall receive longevity pay incentive equal to two and one-half percent (2.5%) of base pay.

- Effective in the first full pay period of July 2026, sworn employees with at least 10 years of service shall receive an additional longevity pay incentive equal to two and one-half percent (2.5%) of base pay (5% total).

- Effective in the first full pay period of July 2027, sworn employees with at least 14 years of service shall receive an additional longevity pay incentive equal to two and one-half percent (2.5%) of base pay (7.5% total).

E. Specialty Pay

~~Effective the first full pay period following ratification and approval,~~ Police Officers assigned to the following special assignments shall receive a four-percent (4%) specialty pay premium.

- Police Juvenile/Community Officer [Juvenile/Community Officer Premium]
- Police Station Supervisor [Lead Worker/Supervisor Premium]
- Police Detective Division (Investigations/Task Force/Crime Suppression Unit) [Detective Division Premium]
- Canine Unit (Canine Handler only), [Canine Officer/Animal Premium]
- Range Master (Full time) [Rangemaster Premium]
- Professional Standards (Internal Affairs and Training) [Police Administrative Officer Premium]
- Police Motorcycle Officer assignments (or supervision thereof) [Motorcycle Patrol Premium]

Nothing in this section alters the Department's right to assign (and reassign) officers to assignments that do not include a special assignment. Specialty pay shall cease in the first full pay period following reassignment in the event that a unit member is no longer assigned to a specialty assignment.

F. Uniform Allowance

Effective January 1, 2023, the uniform allowance equal to $1,000 per year is paid in equal installments of $38.47 per pay-period. Effective January 1, 2026, the uniform allowance will increase to $1,200 per year, to be paid in equal installments of $46.15 per pay-period. The value of the uniform allowance provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA). In the event that the City requires any new article of clothing or equipment to be worn or used by bargaining unit members, then the City shall provide said article or equipment at

no original cost to the employee. Maintenance or replacement of said article or equipment shall be the responsibility of the employee, except for safety equipment.

In addition to the safety equipment provided by the City as of December 31, 1986, the City agrees to furnish at no cost to the employee, flashlights, rain gear and for personnel assigned to motorcycles, the following motorcycle equipment: boots, pants, leather jacket, gloves and protective eye wear. Said equipment shall remain property of the City.

G. Administrative Leave

Detectives shall receive 40 hours administrative leave per calendar year on a use-it-or-lose-it basis. Police Department's preapproval practice shall apply.

H. Holiday Pay Compensation

Employees shall receive eight percent (8%) of compensation in lieu of observing the following City holidays. Holidays are set at 8 hours unless otherwise designated.

New Year's Day	~~(8 hours)~~
Martin Luther King, Jr. Birthday	~~(8 hours)~~
President's Birthday	~~(8 hours)~~
Memorial Day	~~(8 hours)~~
Juneteenth	~~(8 hours)~~
Independence Day	~~(8 hours)~~
Labor Day	~~(8 hours)~~
Veteran's Day	~~(8 hours)~~
Thanksgiving Day	~~(8 hours)~~
Day after Thanksgiving Day	~~(8 hours)~~
Christmas Eve	(4 hours)
Christmas Day	~~(8 hours)~~
New Year's Eve	(4 hours)

Such payments shall be made on December 1 and June 1. Reporting of Holiday in Lieu Pay for retirement purposes shall conform to CalPERS regulations requiring reporting of Holiday in Lieu Pay allocated to each biweekly pay period.

I. Two Hour Personal Leave

In lieu of two (2) hours of personal leave per year previously granted to each employee, an employee shall not accrue Personal Leave; however, the employee's Personal Leave accrual shall be transferred to the Association Release Time Bank.

J. Vacation

Employees shall accrue paid vacation leave at a rate in accordance with the following schedule:

Completed Years of Employment	Annual Vacation Accrual
1 through 4	112 hours
5 through 12	144 hours
13 through 20	184 hours
21 or more	224 hours

Lateral Vacation Accrual: Effective prospectively for existing employees and new hires following approval of this Agreement, all years of law enforcement experience as a peace officer (Penal Code section 830.1) shall be credited towards employee vacation accrual benefits (i.e., "Completed Years of Employment" in the chart above).

K. Bereavement Leave

A maximum of 5 working days may be taken for Bereavement leave.

L. Sick Leave Accrual

Bargaining unit employees shall accrue sick leave at the rate of eight (8) hours per month. The sick leave accrual maximum of sixteen hundred (1600) hours shall not apply to sworn police personnel.

M. Sick Leave Cash-Out

For employees hired on or after July 1, 2019, there will be no sick leave accrual cash out. The City will incorporate this change in the Rules and Regulations of the Classified Service.

Employees hired prior to July 1, 2019, shall place their eligible sick leave cash out into the City-sponsored Retiree Health Savings Account (~~ICMA~~ Mission Square RHSA) as specified in Section O below.

N. Retiree Health Savings For Employees hired before July 1, 2019

A retiring employee shall place 100% of eligible Sick Leave Cash Out into the City-sponsored Retiree Health Savings Account. Eligible sick leave cash out is 50% of accumulated, unused sick leave at the time of retirement, death or abolishment of position at a cash value not to exceed nine hundred (900) hours of pay. Each eligible sick leave hour will be cashed out at the employee's hourly rate in effect at the time of the cash out.

As specified above, this provision does not apply to employees hired on or after July 1, 2019.

O. PORAC Retiree Medical Trust

All employees covered by this Agreement shall participate in a retiree medical expense reimbursement plan administered by the PORAC Retiree Medical Trust. The Trust shall be and remain separate and apart from any Employer health insurance funding program.

Employees shall contribute $200 350 per month to the Trust, which the employer shall deduct through a payroll deduction. Individuals starting employment with the City in the second pay period of a month shall have the full amount deducted from their initial check; individuals separating from employment in the first pay period of a month shall also have the full amount deducted from their final check.

Effective the pay period including July 1, 2026, or as soon thereafter as administratively feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Medical Trust by $25 ($375 per month total).

Effective the pay period including July 1, 2027, or as soon thereafter as administratively feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Medical Trust by $25 ($400 per month total).

a. Effective as soon as administratively feasible following ratification and approval all represented employees shall increase monthly contributions to the PORAC Retiree Medical Trust by $50 ($250 per month total).

b. Effective the pay period including July 1, 2023, or as soon thereafter as administrative feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Medical Trust by $50 ($300 per month total).

c. Effective the pay period including July 1, 2024, or as soon thereafter as administrative feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Medical Trust by $50 ($350 per month total).

To the extent authorized by law, all contributions shall be made on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the PORAC Retiree Medical Trust. There shall be no employee election or option to take the amount in cash.

Employer Contributions. Effective November 2025, the City will transfer a monthly pre-tax employer contribution of $100 per month for each employee currently working in the bargaining unit represented by the Association.

Upon retirement of an employee covered by this Agreement, the City will transfer 100% of the employee's vacation leave cashout has the right to transfer into the employee's individual PORAC Retiree Medical Trust, any vacation leave cash out subject to the applicable rules of the Trust and/or the City. The Association has the right to alter the amount of salary deduction or the percentage of vacation leave balance contribution at separation from service during the course of this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Association's bylaws and applicable laws.

The Association shall pay for the administrative costs arising from the enrollment of the Association in the PORAC Retirement Medical Trust. The City shall not be required to pay any fees or make any contributions on behalf of individual employees.

ARTICLE IV – EDUCATIONAL INCENTIVE PROGRAM

Educational Incentive Pay for Police Officers shall be:

1. Achievement of Intermediate Post Certificate: 4% of base salary

OR

2. Achievement of Advanced Post Certificate: 7% of base salary

Employees shall be compensated under the Educational Incentive Program from the date they are eligible or the date they apply for their POST Intermediate or Advanced Certificate, whichever is later.

Crisis Intervention Training Incentive Pay: The National Alliance on Mental Illness (NAMI) Crisis Intervention Team (CIT) programs provide specialized training to help improve interactions between law enforcement and those living with a mental illness. These principles have been incorporated into available POST-certified training courses to assist sworn personnel in the performance of their duties; a 40-hour basic CIT course as well as a CIT Intermediate 24-hour class that meets the requirements of Penal Code section 13515.

a. In recognition of the fact that law enforcement personnel are routinely and consistently exposed to uniquely hazardous conditions arising from interactions with members of the community in crisis, and the benefits attributable to specialized training intended to enhance sworn personnel's ability to perform the hazardous and specialized mental health related law enforcement duties, effective the first full pay period following ratification and approval of the Agreement, employees in represented classifications who have completed the basic CIT course will receive a premium in the amount of one two percent (21%) of base pay.

b. Effective the first full pay period of July 2023, employees in represented classifications who have completed the basic CIT course will receive a premium in the amount of one percent (1%) of base pay (total of 2%)

c.b. Effective the first full pay period of July 2024, eEmployees in represented classifications who have completed a CIT Intermediate course will receive a premium in the amount of two percent (2%) of base pay (total of 4% [2% Basic + 2% Intermediate]).

ARTICLE V – TRAVEL COMPENSATION AND REIMBURSEMENT

A. Mileage Reimbursement:

When an employee is required to report to an alternative work location in his/her personal vehicle, with prior approval of the Daly City Police Department, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute to the City of Daly City. The employee's normal commute shall be established based upon his/her address of record with the Daly City Police Department. Mileage arising from travel between home and the City of Daly City is not reimbursable.

B. Business Travel Counted Towards Hours Worked:

Ordinary commute to and from Daly City - An employee who travels to Daly City before his/her regularly scheduled shift and returns to his/her home at the end of the workday is engaged in ordinary home to work travel which is a normal incident of employment. Such travel time shall not count towards hours worked.

Business Travel to Another City - If an employee is required to travel to a location other than the City of Daly City as part of his/her employment, including but not limited to training and special assignments, such travel shall count as hours worked pursuant to the following compensation schedule:

Travel Mileage	**Credit for Hours Worked**
0-30 miles	½ Hour (30 minutes)
31-60 miles	1 Hour (60 minutes)
61-100 miles	1 ½ Hours (90 minutes)

Business travel in excess of 100 miles will require alternative accommodations to be established on a case-by-case basis.

The travel mileage shall be established based upon "headquarters", as determined by the Daly City Police Department. "Headquarters" shall either be:

a. The employee's address of record with the Daly City Police Department, or

b. The Daly City Police Department, located at 333 90th Street.

The Daly City Police Department shall ordinarily identify the location nearest to the alternative work location, using the shortest route for purposes of establishing "headquarters."

ARTICLE VI - ADMINISTRATIVE PROVISIONS

A. Section Code 7

City agrees that Police Officers may take their Code 7 in the nearest beat which has an open eating establishment affording hot food, indoor seating and restroom facilities.

B. Association Business

No business of employee organizations shall be conducted by employees while on duty by telephone, meetings, individual actions or any other means except with the authorization of the Chief of Police.

C. Association Release Time Bank

1. Each member may voluntarily contribute up to 8 hours per year of CTO to the Association Release Time Bank to a maximum of 180 hours per calendar year. This is in addition to the mandatory contribution to the Release Time Bank of two (2) hours of personal leave per year provided per Article III, Section G. Said time may be used by the President, other officers of the Association, or other individuals as approved by the Department Head. The scheduling of use of this bank shall require the approval of the Department Head in the same manner as is currently required for scheduling compensatory time off.

2. The City will contribute an additional forty hours to the release time bank (total City contribution) on January 1 of each year to be used for Association business consistent with the current release time program, Departmental rules and Departmental approval process. These rules include at a minimum that release time shall not result in overtime or back-fill obligations, and that the Chief of Police has the right to deny Association release time for any reason. This Association release time does not accumulate and may not be carried over from year to year. This additional release time shall not continue past the expiration of this Agreement unless negotiated by the parties.

D. Grievance Procedure

DEFINITION
A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employees relative to the application or interpretation of The Rules and Regulations of the Classified Service, Departmental Rules and Regulations, Memorandum of Understanding, established procedures and policies of the City

or Department (whether written or oral) or omissions as to the facts pertaining to a disciplinary matter.

The following shall not be considered a grievance: the means, manner, method or merit of any service or activity provided by law or executive order, collective issues of salary, fringe benefits or working conditions subject to meeting and conferring; and disciplinary action.
No matter shall be considered a grievance until it is first taken up verbally by the employee and/or a representative of his/her choice with his/her immediate supervisor. (In those situations where the nature of the problem involves the immediate supervisor or higher, the problem will be discussed with a supervisor in the next higher rank.)

All grievances shall proceed in accordance with the following:

Step A - An employee who believes that he/she has a grievance shall take up such grievance with his/her immediate supervisor within 24 calendar days of the occurrence of knowledge of the alleged grievance. If the employee fails to do so within such time limit, the alleged grievance may not thereafter be taken up.

The supervisor with whom the problem is discussed shall give a reply within five (5) calendar days. If the aggrieved is not satisfied with the decision, the following step will be taken.

Step B - The grievance may be reduced to writing and submitted to the next higher level of command. The supervisor that receives a grievance will make every possible effort to resolve the problem through discussion with the aggrieved and/or his or her representative, other persons involved, investigation of all the facts, etc., and shall submit a written decision to the aggrieved within five (5) calendar days of receipt of the written grievance. If upon the receipt of the written decision, the aggrieved takes no further action within five (5) calendar days, the grievance will be assumed to be settled. If the aggrieved feels that the decision does not resolve the problem, he or she may proceed to Step C.

Step C - The aggrieved shall submit a copy of the written grievance along with a copy of the written decision and/or other pertinent facts, to the next higher level of command. The same procedures as outlined in Step B, including the five (5) calendar day limit, will be followed at this level of appeal. If the problem is not resolved, Step C, including the five (5) calendar day time limit, may be repeated up each succeeding step in the chain of command until the Chief of Police receives the grievance. The Chief of Police will render a written decision on the grievance within five (5) calendar days. If at this point the aggrieved feels that the grievance has not be resolved, the aggrieved may appeal the decision of the Chief of Police to the City Manager as outlined in The Rules and Regulations of the Classified Service and/or Memorandum of Understanding.

Step D - Within seven (7) calendar days after receipt of the grievance by the City Manager, there shall be a meeting between the aggrieved employee and/or the Union Business Representative and the City Manager or his/her representative, in an attempt to settle the matter. Within five (5) working days following such meeting, the City Manager shall make a written reply to the grievant.

Step E - If the grievance has not been settled by the procedure described, the grievance may within seven (7) calendar days be submitted to the Daly City Personnel Board, if eligible under The Rules and Regulations of the Classified Service then in effect and in accordance with paragraph F below, or to advisory arbitration in accordance with paragraph G below. The grievant has the right to select the Personnel Board process or advisory arbitration for the appeal, but may not do both.

Step F - The City Council shall act upon the recommendation of the Personnel Board within thirty (30) calendar days following the date of their receipt of the recommendation.

Step G – Advisory Arbitration. If the grievant is dissatisfied with the decision of the City Manager in Step D, the grievant may appeal the grievance to advisory arbitration.

The request for advisory arbitration must be given in writing to the City Manager by the grievant within ten (10) working days from the date of the Step D answer.

An arbitrator may be selected by mutual agreement between the grievant's representative and the City's representative. Should the representatives fail to mutually agree on a arbitrator, they shall make a joint request to the California State Conciliation and Mediation Service, the American Arbitration Association, or some other source mutually agreed upon, for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike shall be determined by the flip of a coin.

The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU or Rules and Regulations of the Classified Service at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of the MOU or Rules and Regulations of the Classified Service or impose any limitations or obligations not specifically provided for under the terms of the MOU or Rules and Regulations of the Classified Service.

The arbitrator shall be without power or authority to recommend any decision that would require the City or the administration to do an act prohibited by law.

The fees of the arbitrator will be born equally by the employee or employee association and the City. However, the City will reimburse up to $15,000 towards the Police Officers Association cost of arbitration in cases where the City Council goes against the advisory recommendation to the detriment of the employee or Association.

E. Shift Bids

Within the Police Department, the original date of hire as a full-time, regular Daly City Police Officer will not be adjusted by any absence without pay in order to determine seniority when bidding watch assignments/days off and vacations. Such assignments will be made according to seniority as determined by the original date of hire as a full-time, regular Daly City Police Officer.

The City practice, tracked in Human Resources, of adjusting the hire date after five or more consecutive days of authorized leave without pay to determine eligibility for merit increase and service credit will remain unchanged.

F. Family Medical Leave

Qualifying absences of forty (40) hours or less, which are not part of a longer-term qualifying absence, will not be charged against eligible employees' Family Medical Leave Act/California Family Rights' Act entitlement.

G. Canine Unit

1. Equipment

The City will purchase a canine kennel and crate for Police Officers assigned canines ~~(up to $500)~~, pay for veterinary care, food, and miscellaneous supplies as approved by the Department. ~~Officers assigned canines will be allowed to drive their assigned City vehicle to their place of residence. The department will arrange for the canine vehicles' interior to be detailed bi-yearly to maintain a healthy working environment for canine and handler. This detailing will include vacuuming and cleaning of all interior surfaces.~~

2. Off Duty Work

Police Officers assigned canines will be compensated for time spent in the care, feeding, grooming and other needs of the dog. Time spent by Officers for off duty care is considered hours worked pursuant to their Fair Labor Standards Act. Officers assigned canines will be compensated for three (3) hours per week in the care of the canine. Time spent by Officers in excess of three (3) hours per week shall be considered as normal canine owner activities for the enjoyment of the Officer and the canine. Officers who exceed three (3) hours of actual care during a week shall request compensation via the canine unit supervisor with an explanation for additional time (i.e. veterinary care).

3. Assignment

Officers assigned with canines to the Field Operations Bureau will bid for canine shifts; canine shifts are determined by the department based on operational need. and Vvacation will be based by seniority within the primary team. Vacation or compensatory time off outside of the watch change bidding process will be based on the canine officer's primary team only. It is agreed between the parties there shall be no less than one (1) canine officer for call out unless mutually agreed upon advance.

H. Temporary Schedule Changes

Shift bidding shall continue to be governed by Article V ("Administrative Provisions"), Subsection E ("Shift Bids"). However, in the event the Department requires an employee to temporarily modify his/her shift or his/her assignment to accommodate training, pre-planned special operations, or any other circumstances that are temporary in nature (i.e. lasting for less than one pay period), the Department shall provide such employees with written notice of such change, at least 14 calendar days prior to effective date of temporary change. Employees shall then work the temporary work schedule at their regular rate of pay, or the regular rate of pay for the shift/assignment to which they are assigned, whatever is higher.

Alternatively, the Department may require such employees to modify their respective schedules with less than 14 calendar days notice, and compensate such employees at the rate of time and one-half (based upon the higher rate of pay for either the employee's regular shift/assignment, or the temporary shift/assignment) for all hours worked within 14 calendar days of receiving written notice of the change from the Department. Employees shall then receive compensation in the manner described herein above for all remaining scheduled shift hours associated with the temporary change.

Nothing in this MOU shall obligate the Department to compensate an employee at the rate of time and one-half to accommodate a temporary shift/assignment modification requested by the employee. Moreover, nothing in this MOU shall obligate the Department to compensate an employee at the rate of time and one-half to accommodate a temporary shift/assignment modification requested by the Department, if the employee voluntarily agrees to such modification with the express understanding that s/he will not receive overtime compensation in exchange for authorizing the temporary shift/assignment modification with less than 14 calendar days notice. Such understanding should be in writing (including email).

Nothing in this policy shall be interpreted to prevent the Department from mandating schedule changes in the event of exigent circumstances (e.g. riots, protests and other similar event of civil unrest, and earthquakes, fires, and other similar natural disasters).

ARTICLE VII – GENERAL PROVISIONS

A. Safety

The Association will take affirmative actions to encourage individual safety practices by members, particularly as regards vehicular operations, and jointly cooperate with the City in

any approved safety programs addressing the reduction of injuries or vehicular accidents on the job.

B. Court Time

Police Officers who are required to be present in court during their off duty hours for criminal and traffic cases arising from the performance of their duties, shall be compensated at time and one-half for the actual hours present in court and, that for appearances when the actual time is four (4) hours or less, the compensation will be four (4) hours at time and one-half. Compensation for court appearances is exclusively reserved for court related activities. The Court time minimum shall not apply when the court appearance commences during an officer's regularly scheduled shift and continues beyond the officer's end of shift. The City shall provide up to a maximum of three (3) hours pay at straight time to off-duty Police Officers who "stand by" to appear in court in performance of their duties for criminal and traffic cases at the direction of the District Attorney's Office. If an off-duty Police Officer on standby is required to actually be present in court, the provision for the four (4) hour minimum pay at time and one-half will replace the Standby Time in full as described above. The City and the Police Officers Association may evaluate this procedure during the term of the agreement and must mutually agree to modify or eliminate same if it creates unforeseen problems to the City or Police Officers.

Employees on telephone standby must confirm at the end of each week whether or not they are to remain on telephone standby the following week, or if they are released from telephone standby. This confirmation should be either verbal or electronic communication with the DDA.

C. CTO Pay-Out Practice

The "Request for Pay Form" attached, as Appendix B, which reflects the payout practice currently being followed in the Police Department, will continue to be used during the duration of this MOU.

D. Mandatory Direct Deposit

All employees will participate in mandatory direct deposit for payroll.

E. Labor/Management Committee

The City and the Union will designate a subcommittee to meet and confer on changes to the Personnel Rules that are within the scope of bargaining and are non-economic. Nothing would be changed of an economic nature (mandatory economic subject of bargaining) without mutual agreement of the parties.

F. Training Offset Time

Effective January 1, 2018, Officers shall be provided a bank of fifty (50) hours of Training Offset Time every two (2) years. Training Offset Time shall be used to supplement training hours where a scheduled training assignment does not meet or exceed the officer's regular work shift(s) (e.g., The employee's regularly scheduled work day is 12.5 hours and he/she attends a 10 hour training course. The employee may use 2.5 hours of Training Offset Time to avoid any loss of compensation resulting from the reduced hours). Training Offset Time shall be counted as hours worked for all payroll purposes.

Training Offset Time may not be used in conjunction with in-house training or firearms qualifications. No more than one-half of an officer's shift may be compensated using Training Offset Time (e.g., for an employee assigned to 10 hour shifts, no more than five (5) hours of Training Offset Time can be used for any one event.)

Training Offset Time may not be cashed out, or used for any other purpose other than the circumstances described above. At the end of the two (2) year period, the Training Offset Time balance will be restored to fifty (50) hours. No employee may have a Training Offset Time balance of more than fifty (50) hours.

When necessary, Department supervisory staff may deny an employee's request to utilize Training Offset Time due to an operational need.

ARTICLE VIII – DURATION

A. Except as specifically provided, the effective date of this MOU is upon ratification by both parties.

B. The term of this MOU shall be from July 1, 2025~~2~~ through June 30, 2028~~5~~.

ARTICLE IX – COOPERATION BETWEEN PARTIES

A. The Association and its members agree to actively pursue and jointly cooperate with the City to increase performance and productivity on the job.

B. It is hereby agreed by the parties that this Memorandum of Understanding provides for the amicable adjustment of wages, hours and conditions of employment. Each party hereby gives full faith and recognition to The Rules and Regulations of the Classified Service, the City Code of the City of Daly City, and the laws of the State of California (including equal employment and fair employment statutes), and shall fully respect the rights, obligations and privileges reserved to the other by such rules, regulations and laws. The Association agrees that during the term of this Memorandum of Understanding there shall be no strike, no picketing, stoppages of work for any cause, no work slowdowns, interruption of the normal conduct of the City's business, or any

other job action by any of its members. The City agrees that during the term of this Memorandum of Understanding it will not engage in any lockout of its employees.

ARTICLE X – SIGNATORIES

Signatories to the Memorandum of Understanding between the City of Daly City and the Daly City Police Officers Association:

STAFF REPRESENTATIVES OF THE CITY OF DALY CITY:		REPRESENTATIVES OF THE DALY CITY POLICE OFFICERS ASSOCIATION:	
Natalie Sakkal Director of Human Resources	Date	Matthew Martin	Date
Timothy Nevin Assistant City Manager/Interim Director of Finance & Administrative Services	Date	Peter Hoffmann	Date
~~Abby Veeser~~ ~~Deputy Director of Finance & Administrative Services~~	~~Date~~		
Bonnie Woo ~~Senior Management Analyst~~Assistant to the Director of Human Resources	Date		
~~Donna Williamson~~ ~~Chief Negotiator~~	~~Date~~		

APPENDIX A – SALARY SCHEDULE

POLICE OFFICER BIWEEKLY SALARIES

Effective the first full pay period of July 9, 20252

Range		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
A - 230						
A -	Police Officers	4886.66	5130.99	5387.54	5656.92	5939.77
	EDUCATION:					
	Intermediate Certificate 4%	195.47	205.24	215.50	226.28	237.59
	OR					
	Advanced Certificate 7%	342.07	359.17	377.13	395.98	415.78
2A	Police Officer Trainee	58.03				

APPENDIX A-1 – SALARY SCHEDULE

POLICE OFFICER BIWEEKLY SALARIES

Effective the first full pay period of July 8, 20232026

Range A - 230		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
A -	Police Officers	5082.13	5336.23	5603.04	5883.20	6177.36
	EDUCATION:					
	Intermediate Certificate 4%	203.29	213.45	224.12	235.33	247.09
	OR					
	Advanced Certificate 7%	355.75	373.54	392.21	411.82	432.41
2A	Police Officer Trainee	60.35				

APPENDIX A-2 – SALARY SCHEDULE

POLICE OFFICER BIWEEKLY SALARIES

Effective the first full pay period of July ~~6,~~ 2027~~4~~

Range A - 230		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
A -	Police Officers	5285.41	5549.68	5827.17	6118.52	6424.45
	EDUCATION:					
	Intermediate Certificate 4%	211.42	221.99	233.09	244.74	256.98
	OR					
	Advanced Certificate 7%	369.98	388.48	407.90	428.30	449.71
2A	Police Officer Trainee	62.76				

POLICE OFFICER SUPPLEMENTAL ASSIGNMENTS

FIELD TRAINING OFFICER	PREMIUM PAY
12.5 Hour Shift	1.56 Hours/Shift
10 Hour Shift	1.25 Hours/Shift
Eight (8) Hour Shift	1 Hour/Shift

APPENDIX B - REQUEST FOR PAY FORM

To: CITY MANAGER
City of Daly City Date:_____

Subject: Request for Cash Payment for Accumulated Time

A. I request to be paid for _____ hours of "Other" accumulated time presently due me.

I request this be paid on the paycheck of _____.

This form must be submitted by 10:00 A.M. on Monday of the payday week to be processed for the upcoming paycheck.

Name _____

Signed:_____

_____
Approved – Department Head

_____
Approved - City Manager

Distribution after approved by City manager:

oc: Payroll

cc: Chief's Office

Distributed on _____

Revised: ~~1/2014~~ 10/25 DCPD – 39

APPENDIX C –
DISCIPLINARY APPEAL PROCEDURE

The City's disciplinary appeal procedure provides for an evidentiary hearing before the Personnel Board. The Board has the authority to make an advisory recommendation to the City Council. The City Council has final authority.

A. Personnel Board Appeal Hearing

1. If, within the five (5) day appeal period, the employee involved does not file an appeal, unless good cause for failure is shown, the action of the City Manager or Department Head shall be considered final and binding.
2. If, within the five (5) day appeal period the employee files an appeal as specified in the Letter of Disciplinary Action by sending a letter to the City Manager and copy to the Director of Human Resources, the City Manager shall instruct the Director of Human Resources to request the Personnel Board to set an appeal hearing.
3. At its next regular or special meeting, the Personnel Board shall set a hearing date which shall not be more than sixty (60) days from the date of the filing of the employee's appeal. All interested parties shall be notified in writing of the date, time and place of the hearing at least ten (10) days prior to the date of the hearing.
4. All hearings shall be open unless the employee requests a closed hearing.
5. The Chairperson of the Personnel Board shall issue subpoenas at the request of either the City or the appealing employee prior to the commencement of the hearing. Subpoenas must be served at least twenty-four (24) hours prior to the time attendance is compelled.
6. The hearing need not be conducted according to technical rules relating to evidence and witnesses, except hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
7. The Chairperson of the Personnel Board shall rule on the admission or exclusion of evidence.
8. Each party shall have these rights:
    a. To be represented by legal counsel or other person of the party's choice
    b. To call and examine witnesses

c. To introduce evidence
d. To cross examine opposing witnesses on any matter relevant to the issues
e. To impeach any witness regardless of which party first called the witness to testify
f. To rebut the evidence against them

9. Oral evidence shall be taken only under Oath.
10. The hearing shall proceed in the following order unless the Chairperson, for special reason, otherwise directs:
    a. The City shall be permitted to make an opening statement.
    b. The employee shall be permitted to make an opening statement.
    c. The City shall present its case in chief.
    d. The employee may then present a defense and offer evidence in support.
    e. The parties may then, in order respectively, offer rebutting evidence, unless the Chairperson of the Board for good reason permits them to offer evidence upon their original case
    f. Closing arguments or briefs shall be permitted at the discretion of the Chairperson of the Personnel Board.
11. The Personnel Board shall determine the relevance, weight and credibility of testimony and evidence and shall base their findings on the preponderance of evidence.
12. The Personnel Board shall render its "Findings, Recommendations and Conclusions" as soon as possible after the conclusion of the hearing and no later than ten (10) days after conducting the hearing unless otherwise stipulated by the parties. The Board's Decision shall set forth the recommendations as to each of the charges and the reasons therefore.
13. The Personnel Board may recommend to the City Council the sustaining or rejecting of any or all of the charges filed against the employee. The Board may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee.

B. City Council Appeal Hearing

The decision of the Personnel Board is **advisory** only. The proposed decision shall be filed with City Council and served on the employee. If a suspension, dismissal or demotion is not sustained by the City Council, they shall set forth the recommended effective date the employee is to be reinstated, which may be any time on or after the date the disciplinary action went into effect. If the Council does not sustain or modifies a suspension, they shall set forth the effective dates of the modification, which may be any time on or after the date the suspension went into effect.

The matter is set before City Council at the next scheduled meeting that falls more than five days from the filing of the proposed decision. The City Council hearing shall be open unless the employee requests a closed hearing. The hearing shall consist of summary arguments by the City's representative and the employee's representative.

The City Council may recess to Closed Session to deliberate after the presentation of the summary arguments. The City Council announces in Public Session its determination; it may affirm, deny, or modify the Personnel Board's recommendation. The determination of the City Council is final and binding.

Meeting Date: October 27, 2025

Subject: Adoption of Memorandum of Understanding and Salary Schedule between the City of Daly City and Police Management Association

Recommended Action

That the City Council adopt by resolution the Memorandum of Understandings and salary schedules between the City of Daly City and Police Management Association.

Discussion

The management "meet and confer" representatives designated by the City Council of the City of Daly City have met and conferred in good faith with the representatives of the Police Management Association and, as a result, have arrived at a Memorandum of Understanding concerning wages, hours and conditions of employment as follows:

Cost of Living Adjustment:

- Effective the first full pay period of July 2025 - 3% salary increase
- Effective the first full pay period of July 2026 - 3% salary increase
- Effective the first full pay period of July 2027 - 3% salary increase

Equity Adjustment:

- Effective the first full pay period of July 2025 – 2% equity adjustment
- Effective the first full pay period of July 2026– 1% equity adjustment
- Effective the first full pay period of July 2027– 1% equity adjustment

Longevity:

Sworn employees in this bargaining unit will receive longevity pay for years of service in sworn peace officer positions as defined under Penal Code 830.1 with the City or another public agency.

- Effective in the first full pay period of July 2025, sworn employees with at least six (6) years of service shall receive longevity pay incentive equal to two and one-half percent (2.5%) of base pay.

- Effective in the first full pay period of July 2026, sworn employees with at least 10 years of service shall receive an additional longevity pay incentive equal to two and one-half percent (2.5%) of base pay (5% total).

- Effective in the first full pay period of July 2027, sworn employees with at least 14 years of service shall receive an additional longevity pay incentive equal to two and one-half percent (2.5%) of base pay (7.5% total).

Retirement Medical PORAC Trust:

Effective November 2025, the City will transfer a monthly pre-tax employer contribution of $100 per month for each employee currently working in the bargaining unit represented by the Association.

Effective the pay period including July 1, 2026, or as soon thereafter as administratively feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Trust by $25 ($375 per month total).

Effective the pay period including July 1, 2027, or as soon thereafter as administratively feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Trust by $25 ($400 per month total).

Uniform Allowance:

Effective January 1, 2026, the uniform allowance will increase to $1,200 per year, to be paid in equal installments of $46.15 per pay-period.

Bilingual Pay:

- Effective January 1, 2026, the bilingual pay for qualified employees will change to three percent (3%) of base salary.
- Effective January 1, 2027, the bilingual pay for qualified employees will increase to three and one quarter percent (3.25%) of base salary.
- Effective January 1, 2028, the bilingual pay for qualified employees will increase to three and one-half percent (3.5%) of base salary.

The following languages are approved for bilingual pay compensation: Spanish, Tagalog, Mandarin, Cantonese, Korean, Vietnamese, and American Sign Language.

Dental:

The City agrees to contribute the following amount towards dental premiums:

- Effective January 1, 2026: $25/month
- Effective January 1, 2027: $50/month

Vision Reimbursement Program:

- Effective January 1, 2026, the above maximum calendar year reimbursement for frames and lenses will increase to three hundred dollars ($300.00).
- Effective January 1, 2027, the above maximum calendar year reimbursement for frames and lenses will increase to three hundred and fifty dollars ($350.00).

- Effective January 1, 2028, above maximum calendar year reimbursement for frames and lenses will increase to four hundred dollars ($400.00).

Minimum Call Back:

Whenever an employee is called back to work for less than four (4) hours overtime pay, the employee shall receive a minimum of four (4) hours overtime pay.

Fiscal Impact

Staff recommends appropriating $400,637 for FY 2026 and $743,779 for FY 2027 to the general fund for estimated increase in costs due to the contracts.

Summary/Conclusion

Staff requests that the City Council adopt the Memorandum of Understanding between the City of Daly City and Police Management Association for the period of July 1, 2025, through June 30, 2028.

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

Respectfully submitted,

Natalie Sakkal
Director of Human Resources

Attachment: Tracked Changes PMA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DALY CITY
AND
THE DALY CITY POLICE OFFICERS ASSOCIATION
ON BEHALF OF
THE DALY CITY POLICE MANAGEMENT BARGAINING UNIT

July 1, 20~~52~~25 through June 30, 202~~85~~

The wages, hours and conditions of employment that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between the staff representatives of the City of Daly City (hereinafter called "City") and the representatives of the Daly City Police Officers' Association (hereinafter called "Association) on behalf of the Daly City Police Management Bargaining Unit and shall apply to all employees in the classification of Police Sergeant, Police Lieutenant, ~~and~~ Police Captain and Deputy Police Chief.

The wages, hours and conditions of employment that are set forth in this MOU have been discussed in good faith and agreed upon as being an equitable adjustment of present wages, hours and conditions of employment, between the staff representatives of the City and the representatives of the Association. The Association Negotiating committee represents that a majority of the voting represented employees have approved all of the term as set forth herein; and the staff representatives of the City agree to recommend to the City Council that all of the terms set forth herein be adopted in full by the City Council in the manner and procedure prescribed by law.

ARTICLE I – SALARIES

A. Cost of Living Adjustments

- Effective in the first full pay period of July 2025, the salary for all bargaining unit members shall be increased by three percent (3%).
- Effective in the first full pay period of July 2026, the salary for all bargaining unit members shall be increased by three percent (3%).
- Effective in the first full pay period of July 2027, the salary for all bargaining unit members shall be increased by three percent (3%).~~Effective July 9, 2022, the salary for all bargaining unit members shall be increased by two percent (2%).~~
- ~~Effective July 8, 2023, the salary for all bargaining unit members shall be increased by two percent (2%).~~
- ~~Effective July 6, 2024, the salary for all bargaining unit members shall be increased by four percent (4%).~~

B. Equity Adjustments

- Effective in the first full pay period of July 2025, all bargaining unit members shall receive an equity adjustment of two percent (2%).
- Effective in the first full pay period of July 2026, all bargaining unit members shall receive an equity adjustment of one percent (1%).

- Effective in the first full pay period of July 2027, all bargaining unit members shall receive an equity adjustment of one percent (1%).

- Effective July 9, 2022, all bargaining unit members shall receive an equity adjustment of two percent (2%).
- Effective July 8, 2023, all bargaining unit members shall receive an equity adjustment of two percent (2%).

C. Temporary Duty Pay

The City agrees to recommend to the City of Daly City Personnel Board revision to the *Rules and Regulations of the Classified Service*, Rule XII Transfers, section 6c "A sworn Police Sergeant, Police Lieutenant, or Police Captain or Deputy Police Chief temporarily assigned the duties of a higher rank, not vacant, in excess of **5** working days, whether or not consecutive, shall then receive his/ her permanent salary or the salary of the temporary assignment, whichever is greater.

D. Agreement to Provide Compensatory Time Off ("CTO")

Employees may elect to accrue Compensatory Time Off in lieu of cash payment for overtime. Compensatory Time Off is accrued at the rate of one and one-half hours per every overtime hour worked. Employees may accrue up to 480 hours of Compensatory Time Off.

E. Minimum Call Back

Whenever an employee is called back to work for less than four (4) hours overtime pay, the employee shall receive a minimum of four (4) hours overtime pay.

ARTICLE II – RETIREMENT

A. Pursuant to the Public Employees' Retirement System (PERS) contract with the City of Daly City, the following provisions are provided for affected employees:

Classic Employees: For classic employees as defined by California Public Employees Retirement System (PERS) and California Public Employees' Pension Reform Act of 2013, the contract with the Public Employees' Retirement System will provide the following:

- Section 21363.1 – 3% at Age 55 Benefit Formula
- Section 20042 - One-Year Final Compensation
- Section 21329 - Annual Cost-of-Living Allowance Increase (up to 2%)
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefits
- Section 21573 - Third level of 1959 Survivor Benefit
- Section 21024 - Military Service Credit as Public Service

- Section 21023.5 - Public Service Credit for Peace Corps…
- Section 21551 – Pre Retirement Death Benefits to continue after remarriage of survivor
- Section 21620 - $500 Retired Death Benefit

New Employees: For new employees hired on or after January 1, 2013, as defined by California Public Employees' Retirement System (PERS) and California Public Employees' Pension Reform Act of 2013 (PEPRA) the contract with the Public Employees' Retirement System will provide the following:

- Section 21363.1 – 2.7% at Age 57 Benefit Formula
- Section 20037 - Three-Year Average Final Compensation
- Section 21329 - Annual Cost-of-Living Allowance Increase (up to 2%)
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefits
- Section 21573 - Third level of 1959 Survivor Benefit
- Section 21024 - Military Service Credit as Public Service
- Section 21023.5 - Public Service Credit for Peace Corps
- Section 21551 – Pre-Retirement Death Benefits to continue after remarriage of survivor
- Section 21620 - $500 Retired Death Benefit

B. Cost Sharing

Bargaining unit employees shall pay three percent (3.0%) towards the employer share of the PERS contribution, subject to 414(h)(2).
These contributions shall be credited to each member's account as normal contributions in accordance with section 20516(a.)

C. Retiree Medical

1. For employees hired prior to November 14, 2022 who retire from the City with a PERS retirement benefit (defined as an employee who is retiring from the City and taking a service or disability retirement from PERS) the City's contribution to retiree health for eligible employees and qualifying annuitants will be as follows:

Employee Only	$357.44
Employee + 1	$357.44
Family	$357.44

This amount will be increased in subsequent years if required to comply with the PEMCHA minimum.

2. Effective on June 12, 2006, for those employees hired prior to November 14, 2022 and retiring with at least twenty (20) years of full time, regular service with the City of Daly City, the maximum city contribution to retirees' PERS health insurance premiums shall be:

Employee Only:	$357.44
Employee + 1:	$415.00
Family:	$435.00

3. The retiree health benefit for all bargaining unit employees hired on or after November 14, 2022 shall be limited to the PEMHCA minimum.

D. PORAC Retiree Medical Trust

All employees covered by this Agreement shall participate in a retiree medical expense reimbursement plan administered by the PORAC Retiree Medical Trust. The Trust shall be and remain separate and apart from any Employer health insurance funding program.

Employees shall contribute $350~~200~~ per month to the Trust, which the employer shall deduct through a payroll deduction. Individuals starting employment with the City in the second pay period of a month shall have the full amount deducted from their initial check; individuals separating from employment in the first pay period of a month shall also have the full amount deducted from their final check. The contribution amount for the Police Management bargaining unit cannot exceed the contribution amount of Police Officer bargaining unit.

Effective the pay period including July 1, 2026, or as soon thereafter as administratively feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Medical Trust by $25 ($375 per month total).

Effective the pay period including July 1, 2027, or as soon thereafter as administratively feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Medical Trust by $25 ($400 per month total).

~~Effective as soon as administratively feasible following ratification and approval all represented employees shall increase monthly contributions to the PORAC Retiree Medical Trust by $50 ($250 per month total).~~

~~Effective the pay period including July 1, 2023 or as soon thereafter as administratively feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Medical Trust by $50 ($300 per month total).~~

~~Effective the pay period including July 1, 2024 or as soon thereafter as administratively feasible, all represented employees shall increase monthly contributions to the PORAC Retiree Medical Trust by $50 ($350 per month total).~~

To the extent authorized by law, all contributions shall be made on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the PORAC Retiree Medical Trust. There shall be no employee election or option to take the amount in cash.

Employer Contributions. Effective November 2025, the City will transfer a monthly pre-tax employer contribution of $100 per month for each employee currently working in the bargaining unit represented by the Association.

Upon retirement of an employee covered by this Agreement, the City will transfer a 100% predetermined percentage of the employee's vacation leave cash out, currently 0%, into the employee's individual account with the PORAC Retiree Medical Trust, subject to the applicable rules of the Trust and/or the City. The Association has the right to alter the amount of salary deduction or the percentage of vacation leave balance contribution at separation from service during the course of this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Association's bylaws and applicable laws.

The Association shall pay for the administrative costs arising from the enrollment of the Association in the PORAC Retirement Medical Trust. The City shall not be required to pay any fees or make any contributions on behalf of individual employees.

ARTICLE III – BENEFITS

A. Health and Welfare

The City will contribute toward the City sponsored benefit plans during the life of this Memorandum of Understanding as follows:

1. Medical Insurance: The City's monthly contribution to CalPERS for each eligible active employee for the purchase of medical insurance will be

Employee Only	$357.44
Employee +1	$357.44
Family	$357.44

2. Cafeteria Plan Allowance: The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to, medical insurance, flexible spending accounts for out-of-pocket medical expenses and dependent care, dental insurance and life insurance benefits. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health benefits under Section A of this Article. Any tax consequences

resulting from City contributions to the Cafeteria Plan are the sole responsibility of the employee.

~~Effective January 1, 2020 and each plan year thereafter, t~~he City shall contribute to the monthly Cafeteria Allowance for eligible employees as follows:

- Employee Only: The City's contribution for employees who elect employee only medical coverage shall be 100% of the Kaiser Bay Area medical premium. This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser rate increases 15% or more in any year, the parties shall split the cost of the rate increase above 15% for the plan year.

- Employee +1: The City's contribution for employees who elect employee only medical coverage shall be 95% of the Kaiser Bay Area medical premium. This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser rate increases 15% or more in any year, the parties shall split the cost of the rate increase above 15% for the plan year.

- Employee +Family: The City's contribution for employees who elect employee only medical coverage shall be 95% of the Kaiser Bay Area medical premium. This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser rate increases 15% or more in any year, the parties shall split the cost of the rate increase above 15% for the plan year.

From the Cafeteria Plan Allowance, active employees must purchase the following qualified benefits:

- City-sponsored dental/orthodontic insurance
- Police Officer Association-sponsored LTD insurance

Effective January 1, 2026, the City shall contribute $25 per month toward each employee's mandatory City-sponsored dental premiums.

Effective January 1, 2027, the City shall contribute $50 per month toward each employee's mandatory City-sponsored dental premiums.

The City agrees to allow affected employees who are paying into the POA-sponsored Long Term Disability insurance coverage to "freeze" any accrued sick leave after meeting the 60-day waiting period as required by POA-sponsored Long Term Disability insurance.

Employees who purchase cafeteria plan benefits with a total cost in excess of their cafeteria allowance must pay the additional amount through payroll deduction.

Employees may purchase life insurance from the cafeteria amount. In the event that additional money is needed to pay for such insurance, the employee shall pay such additional amount through payroll deduction.

For employees hired by the City prior to January 1, 2020, any remaining amounts of Cafeteria Plan Allowance, if any, not used to purchase qualified benefits shall be added to employee wages. Any such amount of Cafeteria Plan Allowance and/or the amount added to wages is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. Cash back is eliminated for all bargaining unit employees hired on or after January 1, 2020.

B. Opt-Out Cash in Lieu

1. Employees hired on or after January 1, 2020 who opt out of the CalPERS medical plan are entitled to a payment of $500 per month minus the cost of the City sponsored Dental/Orthodontia Insurance if they provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the City knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. Employees and known dependents who do not provide the annual information required will be enrolled in the lowest cost health plan.-This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System

2. No Coverage/Waiving Coverage for employees hired before January 1, 2020: Cash in lieu is frozen at $725 per month minus the cost of the City sponsored Dental/Orthodontia Insurance and the balance shall be added to employee wages. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. An employee who waives coverage must provide proof of acceptable coverage in compliance with the law as specified in paragraph 1 above. In the event that an employee in this group purchases health insurance from the City's Cafeteria Plan Allowance on or after January 1, 2020, and thereafter elects to waive health coverage in the future, the cash in lieu benefit will be reduced to $500 per month.

C. Vision Reimbursement Program

Employees and their dependents are eligible for a maximum reimbursement of two hundred dollars ($200.00) per calendar year for frames or lenses. The reimbursement may be requested every 12 months by completing a reimbursement request form.

- Effective January 1, 2026: the above maximum calendar reimbursement for frames and lenses will increase to three hundred dollars ($300.00).
- Effective January 1, 2027, the above maximum calendar reimbursement for frames and lenses will increase to three hundred and fifty dollars ($350.00).
- Effective January 1, 2028, above maximum calendar reimbursement for frames and lenses will increase to four hundred dollars ($400.00).

D. Bilingual Pay

Effective until January 1, 2026, Tthe City agrees to provide one hundred dollars ($100.00) per month bilingual pay paid and reported biweekly to those affected employees who become certified eligible for such pay and who are routinely and consistently assigned to positions requiring communication skills in languages other than English.

- Effective January 1, 2026, the bilingual pay for qualified employees will change to three percent (3%) of base salary.
- Effective January 1, 20267, the bilingual pay for qualified employees will increase to three and one quarter percent (3.25%) of base salary.
- Effective January 1, 2028, the bilingual pay for qualified employees will increase to three and one half percent (3.5%) of base salary.

The City will determine ~~the number of positions, the shifts, the eligible languages (including American Sign Language), and~~ the standards and procedures for certification for such pay.

The following languages are approved for bilingual pay compensation: Spanish, Tagalog, Mandarin, Cantonese, Korean, Vietnamese, and American Sign Language.

E. Longevity Pay

Subject to the following rules, sworn employees in this bargaining unit will receive longevity pay for years of service in sworn peace officer positions as defined under Penal Code 830.1 with the City or another public agency.

Effective in the first full pay period of July 2025, sworn employees with at least six (6) years of service shall receive longevity pay incentive equal to two and one-half percent (2.5%) of base pay.

Effective in the first full pay period of July 2026, sworn employees with at least 10 years of service shall receive an additional longevity pay incentive equal to two and one-half percent (2.5%) of base pay (5% total).

Effective in the first full pay period of July 2027, sworn employees with at least 14 years of service shall receive an additional longevity pay incentive equal to two and one-half percent (2.5%) of base pay (7.5% total).

The Deputy Police Chief classification is entitled to an additional two- and one-half percent (2.5%) of base salary after completion of fifteen (15) years of service with the City ("Longevity Pay").

~~E.~~F. Uniform Allowance

Effective January 1, 2023, the uniform allowance equal to $1,000.00 per year is paid in equal installments of $38.47 per pay period. Effective January 1, 2026, the uniform allowance will increase to $1,200 per year, to be paid in equal installments of $46.15 per pay-period. ~~Effective January 1, 2026, the uniform allowance will increase to $1,200 per year, to be paid in equal installments of $46.15 per pay-period.~~ The value of the uniform allowance is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA). In the event that the City requires any new article of clothing or equipment to be worn or used by bargaining unit members, then the City shall provide said article or equipment at no original cost to the employee. Maintenance or replacement of said article or equipment shall be the responsibility of the employee, except for safety equipment.

In addition to the safety equipment provided by the City as of December 31, 1986, the City agrees to furnish at no cost to the employee, flashlights, rain gear and, for personnel assigned to motorcycles, the following motorcycle equipment: boots, pants, leather jacket, gloves and protective eye wear. Said equipment shall remain the property of the City.

~~F.~~G. Holiday Pay

Bargaining unit members other than the Deputy Police Chief shall receive eight percent (8%) of compensation in lieu of observing City holidays. Holidays are set as 8 hours unless otherwise designated. The Deputy Police Chief is entitled to paid time off on each City-recognized holiday as follows:

New Year's Day	~~(8 hours)~~
Martin Luther King, Jr. Birthday	~~(8 hours)~~
President's Birthday	~~(8 hours)~~
Memorial Day	~~(8 hours)~~
Juneteenth	~~(8 hours)~~

Independence Day	~~(8 hours)~~
Labor Day	~~(8 hours)~~
Veteran's Day	~~(8 hours)~~
Thanksgiving Day	~~(8 hours)~~
Day after Thanksgiving Day	~~(8 hours)~~
Christmas Eve	(4 hours)
Christmas Day	~~(8 hours)~~
New Year's Eve	(4 hours)

Such payments shall be made on December 1 and June 1. Reporting of Holiday in Lieu Pay for retirement purposes shall conform to CalPERS regulations requiring reporting of Holiday in Lieu Pay allocated to each biweekly pay period.

~~G.~~H. Two Hour Personal Leave

City agrees to provide affected employees two (2) hours of personal leave to be taken at any time during the calendar year that is agreeable to the employee and the employee's department head in lieu of the employee taking two (2) hours of holiday time off on the Friday before Easter. Said two (2) hours personal leave shall be taken each year pursuant to the above conditions and shall not accrue from year to year.

Effective with the 2009 accrual an employee shall not accrue Personal Leave; however the employee's Personal Leave accrual shall be transferred to the Association Release Time Bank.

~~H.~~I. Vacation

Affected classifications shall be eligible to accrue paid leave as vacation at a rate in accordance with the following schedule:

Completed Years of Employment	Vacation Schedule
1 through 4	112 hours
5 through 12	144 hours
13 through 20	184 hours
21 or more	224 hours

Lateral Vacation Accrual: Effective prospectively for existing employees and new hires following approval of this Agreement, all years of law enforcement experience as a peace officer (Penal Code section 830.1) shall be credited towards employee vacation accrual benefits (i.e., "Completed Years of Employment" in the chart above).

The Deputy Police Chief classification is eligible to cash out four weeks of accrued vacation time (160 hours) per year at their base hourly rate at the time of the cash out, consistent with applicable IRS requirements.

I.J. Bereavement Leave

A maximum of 5 working days may be taken for Bereavement leave.

J.K. Court Time

Effective June 23, 2008 affected classifications represented by Police Management Association who are required to be present in court during their off duty hours for criminal and traffic cases arising from the performance of their duties, shall be compensated at time and one-half for the actual hours present in court and, that for appearances when the actual time is four hours or less, the compensation will be four hours at time and one-half. Upon adoption, the City agrees to provide up to a maximum of three (3) hours pay at straight time to off-duty Police Management Association who "stand by" to appear in court in performance of their duties for criminal and traffic cases at the direction of the District Attorney's Office. If an off-duty Police Officer on standby is required to actually be present in court, the provision for the four (4) hour minimum pay at time and one-half will replace the Standby Time in full as described above. Court time shall not apply when the court appearance commences during a bargaining unit member's scheduled shift and continues beyond the unit member's end of shift.

July 1, 2000 is the effective date from which applicable accruals will be calculated for one-time only qualification. The practice of receiving one (1) hour of straight time compensation for each working day served in a temporary assignment during a yearly qualifying period will end no later than the effective date of ratification of the Memorandum of Understanding.

K.L. Specialty Pay

~~Effective beginning in the first full pay period following ratification and approval of the new Agreement,~~ Police Sergeants assigned to the following special assignments shall receive a four-percent (4%) specialty pay premium:

- Police Juvenile/Community Officer [Juvenile/Community Officer Premium]
- Police Station Supervisor [Lead Worker/Supervisor Premium]
- Police Detective Division (Investigations/Task Force/Crime Suppression Unit) [Detective Division Premium]
- Canine Unit (Canine Handlers only), [Canine Officer/Animal Premium]
- Range Master (Full time) [Rangemaster Premium]
- Professional Standards (Internal Affairs and Training) [Police Administrative Officer Premium]
- Police Motorcycle Officer assignments (or supervision thereof) [Motorcycle Patrol Premium]

Nothing in this section alters the Department's right to assign (and reassign) sergeants to assignments that do not include a special assignment. Specialty pay shall cease in the first full pay period following reassignment in the event that a unit member is no longer assigned to a specialty assignment.

ARTICLE IV – EDUCATIONAL/POST INCENTIVE PROGRAM

This benefit does not stack. The maximum educational/POST incentive for affected classifications shall be 10%.

Level One Incentive 5%: Achievement of Intermediate POST certificate

Level Two Incentive 7.5%: Achievement of Advanced POST certificate

Level Three Incentive 10%: Possession of Master's Degree from an accredited institution.

Employees shall be compensated under the Educational/POST Incentive Program from the date they are eligible or the date they apply for their POST Intermediate or Advanced Certificate **and** following completion and processing of the Request for Educational Incentive/POST Incentive Pay form, whichever is later.

Employees requesting Level Three Incentive pay shall submit a Request for Educational Incentive/POST Incentive Program form. The Level 3 Educational Incentive Pay will become effective on the first day of a payroll period following approval by Human Resources.

Crisis Intervention Training (CIT) Incentive Pay:

The National Alliance on Mental Illness (NAMI) Crisis Intervention Team (CIT) programs provide specialized training to help improve interactions between law enforcement and those living with a mental illness. These principles have been incorporated into available POST-certified training courses to assist sworn personnel in the performance of their duties; a 40-hour basic CIT course as well as a CIT Intermediate 24-hour class that meets the requirements of Penal Code section 13515.

a. In recognition of the fact that law enforcement personnel are routinely and consistently exposed to uniquely hazardous conditions arising from interactions with members of the community in crisis, and the benefits attributable to specialized training intended to enhance sworn personnel's ability to perform the hazardous and specialized mental health related law enforcement duties, effective the first full pay period following receipt of the request for CIT Pay by the Police Chief ~~ratification and approval of the Agreement,~~ employees in represented classifications who have completed the basic CIT course will receive a premium in the amount of two ~~one~~ percent (2~~1~~%) of base pay.

~~b. Effective the first full pay period of July 2023, employees in represented classifications who have completed the basic CIT course will receive a premium in the amount of one percent (1%) of base pay (total of 2%)~~

~~c.~~b. ~~Effective the first full pay period of July 2024, E~~employees in represented classifications who have completed a CIT Intermediate course will receive a premium in the amount of two percent (2%) of base pay (total of 4% [2% Basic + 2% Intermediate]).

ARTICLE V - ADMINISTRATIVE PROVISIONS

A. Administrative Leave Time:

Captains – one hundred two (102) hours per year
Lieutenants - ninety-two (92) hours per year
Sergeants - sixty-two (62) hours per year

B. For Police Officers promoted to Police Sergeant, the approximate 5% increase will be calculated on the Police Officer's current biweekly salary step; the current biweekly flat dollar difference between the Police Officer Cafeteria Flexible Benefits amount and the Police Management Cafeteria Flexible Benefits amount will then be added to determine the applicable promotional salary step. This will account for Police Management Association's conversion of flexible benefit flat dollar amounts to salary in 2000 and 2001.

C. Grievance Procedure

DEFINITION
A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employees relative to the application or interpretation of The Rules and Regulations of the Classified Service, Departmental Rules and Regulations, Memorandum of Understanding, established procedures and policies of the City or Department (whether written or oral) or omissions as to the facts pertaining to a disciplinary matter.

The following shall not be considered a grievance: the means, manner, method or merit of any service or activity provided by law or executive order, collective issues of salary, fringe benefits or working conditions subject to meeting and conferring; and disciplinary action.

No matter shall be considered a grievance until it is first taken up verbally by the employee and/or a representative of his/her choice with his/her immediate supervisor. (In those situations

where the nature of the problem involves the immediate supervisor or higher, the problem will be discussed with a supervisor in the next higher rank.)

All grievances shall proceed in accordance with the following:

Step A -An employee who believes that he/she has a grievance shall take up such grievance with his/her immediate supervisor within 24 calendar days of the occurrence of knowledge of the alleged grievance. If the employee fails to do so within such time limit, the alleged grievance may not thereafter be taken up.

The supervisor with whom the problem is discussed shall give a reply within five (5) calendar days. If the aggrieved is not satisfied with the decision, the following step will be taken.

Step B -The grievance may be reduced to writing and submitted to the next higher level of command. The supervisor that receives a grievance will make every possible effort to resolve the problem through discussion with the aggrieved and/or his or her representative, other persons involved, investigation of all the facts, etc., and shall submit a written decision to the aggrieved within five (5) calendar days of receipt of the written grievance. If upon the receipt of the written decision, the aggrieved takes no further action within five (5) calendar days, the grievance will be assumed to be settled. If the aggrieved feels that the decision does not resolve the problem, he or she may proceed to Step C.

Step C -The aggrieved shall submit a copy of the written grievance along with a copy of the written decision and/or other pertinent facts, to the next higher level of command. The same procedures as outlined in Step B, including the five (5) calendar-day limit, will be followed at this level of appeal. If the problem is not resolved, Step C, including the five (5) calendar-day time limit, may be repeated up each succeeding step in the chain of command until the Chief of Police receives the grievance. The Chief of Police will render a written decision on the grievance within five (5) calendar days. If at this point the aggrieved feels that the grievance has not be resolved, the aggrieved may appeal the decision of the Chief of Police to the City Manager as outlined in The Rules and Regulations of the Classified Service and/or Memorandum of Understanding.

Step D -Within seven (7) calendar days after receipt of the grievance by the City Manager, there shall be a meeting between the aggrieved employee and/or the Union Business Representative and the City Manager or his/her representative, in an attempt to settle the matter. Within five (5) working days following such meeting, the City Manager shall make a written reply to the grievant.

Step E -If the grievance has not been settled by the procedure described, the grievance may within seven (7) calendar days be submitted to the Daly City Personnel Board, if eligible under The Rules and Regulations of the Classified Service then in effect and

in accordance with paragraph F below, or to advisory arbitration in accordance with paragraph G below. The grievant has the right to select the Personnel Board process or advisory arbitration for the appeal, but may not do both.

Step F -The City Council shall act upon the recommendation of the Personnel Board within thirty (30) calendar days following the date of their receipt of the recommendation.

Step G – Advisory Arbitration. If the grievant is dissatisfied with the decision of the City Manager in Step D, the grievant may appeal the grievance to advisory arbitration.

The request for advisory arbitration must be given in writing to the City Manager by the grievant within ten (10) working days from the date of the Step D answer.

An arbitrator may be selected by mutual agreement between the grievant's representative and the City's representative. Should the representatives fail to mutually agree on a arbitrator, they shall make a joint request to the California State Conciliation and Mediation Service, the American Arbitration Association, or some other source mutually agreed upon, for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike shall be determined by the flip of a coin.

The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU or Rules and Regulations of the Classified Service at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of the MOU or Rules and Regulations of the Classified Service or impose any limitations or obligations not specifically provided for under the terms of the MOU or Rules and Regulations of the Classified Service.

The arbitrator shall be without power or authority to recommend any decision that would require the City or the administration to do an act prohibited by law.

The fees of the arbitrator will be born equally by the employee or employee association and the City. However, the City will reimburse up to $15,000 towards the Police Management Association cost of arbitration in cases where the City Council goes against the advisory recommendation to the detriment of the employee or Association.

ARTICLE VI - GENERAL PROVISIONS

A. Compensatory Time Pay-Out Practice

The "Request for Pay Form", attached as Appendix B, which reflects the pay-out practice currently being followed in the Police Department, will continue to be used during the duration of this MOU.

B. Sick Leave Accrual

Sick leave accrual maximum shall not apply to sworn police personnel. Effective on ratification of the July 1, 2005 MOU, the maximum pay out of 50% accumulated, unused sick leave at the time of retirement, death or abolishment of position remains at a cash value not to exceed nine hundred (900) hours of pay.

For employees hired on or after July 1, 2019, there will be no sick leave accrual pay out. The City will incorporate this change in the Rules and Regulations of the Classified Service.

C. Retiree Health Savings for Employees hired before July 1, 2019

A retiring employee shall place 100% of eligible Sick Leave Cash Out into the City-sponsored Retiree Health Savings Account. Eligible sick leave cash out is 50% of accumulated, unused sick leave at the time of retirement, death or abolishment of position at a cash value not to exceed nine hundred (900) hours of pay. Each eligible sick leave hour will be cashed out at the employee's hourly rate in effect at the time of the cash out.

As specified above, this provision does not apply to employees hired on or after July 1, 2019.

D. Labor/ Management Committee

1. The City and the Union will designate a subcommittee to meet and confer on changes to the Personnel Rules that are within the scope of bargaining and are non-economic. Nothing would be changed of an economic nature (mandatory economic subject of bargaining) without mutual agreement of the parties.

2. The parties expressly agree to participate in the formulation/agreement of a Drug Testing Policy.

ARTICLE VII – HISTORICAL ACTIONS

A. Effective July 1, 1972, the contract with the Public Employees' Retirement System provided for the California Highway Patrol pension option (2% at 50) for the Daly City Police Department.

B. Effective July 1, 1981, longevity pay for Police Captains and Police Lieutenants was discontinued.

C. Effective July 1, 1982, the contract with the Public Employees' Retirement System provided Section 20024.2 (one year highest compensation) to the classifications represented by the Association.

D. Effective July 1, 1985, the educational incentive amounts for Police Captain and Police Lieutenant were adjusted. However, for any Lieutenant or Captain who did not qualify for educational incentive pay on July 1, 1985, equivalent to that received as of June 30, 1985, he/she continued to receive that percentage of incentive pay until such time as he/she qualified for the higher rate of incentive pay provided above.

E. Effective July 1, 1987, the educational incentive amounts for Police Sergeant were adjusted. For any Sergeant who did not qualify for educational incentive pay on January 1, 1987, equivalent to that received as of December 31, 1986, he/she continued to receive that percentage of incentive pay until such time as he/she qualified for the higher rate of incentive pay provided above.

F. Effective December 1, 1989, the City contracted with the Health Benefits Division of the California Public Employee Retirement System (CALPERS) to administer health insurance programs for its active employees under the stipulations of Government Code Section 22825, 22825.6 and 22857. The City contributes to PERS medical insurance programs for its retired employees as well as its active employees following the formula for contributions to retirees who have CALPERS medical insurance programs:
" . . . the monthly contribution for annuitants shall be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; . . ."
Current amounts for single-party, two-party and family contributions for eligible annuitants are available in Human Resources.

G. Effective January 1, 1993, the contract with the Public Employees' Retirement System Section 21382.4, provided the third level of 1959 Survivor Benefit, for affected employees.

H. Effective in the first pay period that began after April 25, 1994, affected classifications began accruing vacation at a rate reflecting three (3) additional days per scheduled year. This additional vacation accrual was in exchange for eliminating the Admission Day, Columbus Day, and Birthday holidays.

I. Effective September 1, 1995, the On-Call Lunch Premium (one-half of one percent of base salary) was eliminated for affected employees. In recognition of the elimination of the On-Call Lunch Premium, the City agreed to provide one-half of one percent (0.5%) to affected employees' base salary.

J. Effective September 1, 1995, the Association and the City agreed to eliminate the minimum rank differential between top step Police Officer and top step Police Sergeant as referenced in the MOU between the City and the Association for the period April 1, 1994 through May 31, 1995.

K. Effective January 1, 2000, the Association and the City agreed that the $550 per month provided as Cafeteria/Flexible Benefits would be reduced by $100 per month and that $100 per month would be converted to biweekly salary for all classifications represented by the Police Management Association. Effective January 1, 2001, the Cafeteria/Flexible Benefits amount was reduced by an additional $100 per month which was converted to biweekly salary for all classifications represented by the Police Management Association.

ARTICLE VIII – DURATION

A. Except as specifically provided, the effective date of this Memorandum of Understanding is upon ratification by both parties.

B. The term of this Memorandum of Understanding shall be from July 1, 20252 through June 30, 20285.

ARTICLE IX - COOPERATION BETWEEN PARTIES

A. The Association and its members agree to continue to actively pursue and jointly cooperate with the City to increase performance and productivity on the job and to bring the Department's equipment to acceptable modern standards.

B. Agree to continue to cooperate with the Chief in the development of a cohesive management team.

C. Continue to take affirmative actions to encourage individual safety practices by members, particularly as regards vehicular operations, and jointly cooperates with the City in any improved safety programs addressing the reduction of injuries or vehicular accidents on the job.

D. It is hereby agreed by the parties that this Memorandum of Understanding provides for the amicable adjustment of wages, hours and conditions of employment. Each party hereby gives full faith and recognition to The Rules and Regulations of the Classified Service, the Municipal Code of the City of Daly City, and the laws of the State of California (including equal employment and fair employment statutes), and shall fully respect the rights, obligations and privileges reserved to the other by such rules, regulations and laws. The Association agrees that during the term of this Memorandum of Understanding, there shall be no strike, no picketing, stoppages of work for any cause, no work slowdowns, interruption of the normal conduct of the City's business, or any other job action by any of its members. The City agrees that during the term of this Memorandum of Understanding it will not engage in any lockout of its employees.

ARTICLE X – SIGNATORIES

Signatories to the Memorandum of Understanding between the City of Daly City and the Daly City Police Management Association for July 1, 20252 through June 30, 20285.

STAFF REPRESENTATIVES OF THE CITY OF DALY CITY	REPRESENTATIVES OF THE DALY CITY POLICE MANAGEMENT ASSOCIATION
Natalie Sakkal Date Director of Human Resources	Matthew Martin Date POA President
	Lee Aquila Date

APPENDIX A - BIWEEKLY SALARY SCHEDULE
POLICE MANAGEMENT ASSOCIATION

Effective the first full pay period of July 9, 20252

Range							
B 235			**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
			6079.79	6383.78	6702.97	7038.12	7390.02
A -	**POLICE SERGEANT**						
	Level 1	5.0%	303.99	319.19	335.15	351.91	369.50
	Level 2	7.5%	455.98	478.78	502.72	527.86	554.25
	Level 3	10.0%	607.98	638.38	670.30	703.81	739.00
B 240			7023.14	7374.29	7743.01	8130.16	8536.67
A -	**POLICE LIEUTENANT**						
	Level 1	5.0%	351.16	368.71	387.15	406.51	426.83
	Level 2	7.5%	526.74	553.07	580.73	609.76	640.25
	Level 3	10.0%	702.31	737.43	774.30	813.02	853.67
B 245			7884.58	8278.81	8692.75	9127.39	9583.75
A -	**POLICE CAPTAIN**						
	Level 1	5.0%	394.23	413.94	434.64	456.37	479.19
	Level 2	7.5%	591.34	620.91	651.96	684.55	718.78
	Level 3	10.0%	788.46	827.88	869.27	912.74	958.38
B 250			8673.04	9106.69	9562.02	10040.12	10542.13
A -	**DEPUTY POLICE CHIEF**						
	Level 1	5.0%	433.65	455.33	478.10	502.01	527.11
	Level 2	7.5%	650.48	683.00	717.15	753.01	790.66
	Level 3	10.0%	867.30	910.67	956.20	1004.01	1054.21

APPENDIX A -1 BIWEEKLY SALARY SCHEDULE
POLICE MANAGEMENT ASSOCIATION

Effective the first full pay period of July 8, 20263

Range			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
B 235			6322.98	6639.13	6971.09	7319.64	7685.62
A -	**POLICE SERGEANT**						
	Level 1	5.0%	316.15	331.96	348.55	365.98	384.28
	Level 2	7.5%	474.22	497.93	522.83	548.97	576.42
	Level 3	10.0%	632.30	663.91	697.11	731.96	768.56
B 240			7304.06	7669.26	8052.73	8455.36	8878.13
A -	**POLICE LIEUTENANT**						
	Level 1	5.0%	365.20	383.46	402.64	422.77	443.91
	Level 2	7.5%	547.80	575.19	603.95	634.15	665.86
	Level 3	10.0%	730.41	766.93	805.27	845.54	887.81
B 245			8199.96	8609.96	9040.46	9492.48	9967.10
A -	**POLICE CAPTAIN**						
	Level 1	5.0%	410.00	430.50	452.02	474.62	498.36
	Level 2	7.5%	615.00	645.75	678.03	711.94	747.53
	Level 3	10.0%	820.00	861.00	904.05	949.25	996.71
B 250			9019.96	9470.96	9944.50	10441.73	10963.81
A -	**DEPUTY POLICE CHIEF**						
	Level 1	5.0%	451.00	473.55	497.23	522.09	548.19
	Level 2	7.5%	676.50	710.32	745.84	783.13	822.29
	Level 3	10.0%	902.00	947.10	994.45	1044.17	1096.38

APPENDIX A-2 BIWEEKLY SALARY SCHEDULE
POLICE MANAGEMENT ASSOCIATION

Effective the first full pay period of July 6, 20274

Range			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
B 235			6575.90	6904.70	7249.93	7612.43	7993.05
A -	**POLICE SERGEANT**						
	Level 1	5.0%	328.80	345.23	362.50	380.62	399.65
	Level 2	7.5%	493.19	517.85	543.74	570.93	599.48
	Level 3	10.0%	657.59	690.47	724.99	761.24	799.30
B 240			7596.22	7976.04	8374.84	8793.58	9233.26
A -	**POLICE LIEUTENANT**						
	Level 1	5.0%	379.81	398.80	418.74	439.68	461.66
	Level 2	7.5%	569.72	598.20	628.11	659.52	692.49
	Level 3	10.0%	759.62	797.60	837.48	879.36	923.33
B 245			8527.96	8954.36	9402.08	9872.18	10365.79
A -	**POLICE CAPTAIN**						
	Level 1	5.0%	426.40	447.72	470.10	493.61	518.29
	Level 2	7.5%	639.60	671.58	705.16	740.41	777.43
	Level 3	10.0%	852.80	895.44	940.21	987.22	1036.58
B 250			9380.76	9849.79	10342.28	10859.40	11402.37
A -	**DEPUTY POLICE CHIEF**						
	Level 1	5.0%	469.04	492.49	517.11	542.97	570.12
	Level 2	7.5%	703.56	738.73	775.67	814.45	855.18
	Level 3	10.0%	938.08	984.98	1034.23	1085.94	1140.24

APPENDIX B - REQUEST FOR PAY FORM

To: CITY MANAGER
City of Daly City

Date_____

Re: Request for cash payment for accumulated time:

A. I request to be paid for _____hours of "other" accumulated time presently due me.

I request this be paid on the paycheck of _____.

This form must be submitted by 10:00 A.M. on Monday of the payday week to be processed for the upcoming paycheck.

Name: _____

Signed: _____

_____
Approved - Department Head

_____
Approved - City Manager

Distribution after approved by City Manager:

Oc: Payroll

Cc: Chief's Office

Distributed on _____

DCPD – 39

Revised 01-14 10-25

APPENDIX C - DISCIPLINARY APPEAL PROCEDURE

The City's disciplinary appeal procedure provides for an evidentiary hearing before the Personnel Board. The Board has the authority to make an advisory recommendation to the City Council. The City Council has final authority.

A. Personnel Board Appeal Hearing

1. If, within the five (5) day appeal period, the employee involved does not file an appeal, unless good cause for failure is shown, the action of the City Manager or Department Head shall be considered final and binding.
2. If, within the five (5) day appeal period the employee files an appeal as specified in the Letter of Disciplinary Action by sending a letter to the City Manager and copy to the Director of Human Resources, the City Manager shall instruct the Director of Human Resources to request the Personnel Board set an appeal hearing.
3. At its next regular or special meeting, the Personnel Board shall set a hearing date which shall not be more than sixty (60) days from the date of the filing of the employee's appeal. All interested parties shall be notified in writing of the date, time and place of the hearing at least ten (10) days prior to the date of the hearing.
4. All hearings shall be open unless the employee requests a closed hearing.
5. The Chairperson of the Personnel Board shall issue subpoenas at the request of either the City or the appealing employee prior to the commencement of the hearing. Subpoenas must be served at least twenty-four (24) hours prior to the time attendance is compelled.
6. The hearing need not be conducted according to technical rules relating to evidence and witnesses, except hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
7. The Chairperson of the Personnel Board shall rule on the admission or exclusion of evidence.
8. Each party shall have these rights:
    a) To be represented by legal counsel or other person of the party's choice
    b) To call and examine witnesses
    c) To introduce evidence

d) To cross examine opposing witnesses on any matter relevant to the issues
e) To impeach any witness regardless of which party first called the witness to testify
f) To rebut the evidence against them

9. Oral evidence shall be taken only under Oath.

10. The hearing shall proceed in the following order unless the Chairperson, for special reason, otherwise directs:

a) The City shall be permitted to make an opening statement.
b) The employee shall be permitted to make an opening statement.
c) The City shall present its case in chief.
d) The employee may then present a defense and offer evidence in support.
e) The parties may then, in order respectively, offer rebutting evidence, unless the Chairperson of the Board for good reason permits them to offer evidence upon their original case
f) Closing arguments or briefs shall be permitted at the discretion of the Chairperson of the Personnel Board.

11. The Personnel Board shall determine the relevance, weight and credibility of testimony and evidence and shall base their findings on the preponderance of evidence.

12. The Personnel Board shall render its "Findings, Recommendations and Conclusions" as soon as possible after the conclusion of the hearing and no later then ten (10) days after conducting the hearing unless otherwise stipulated by the parties. The Board's Decision shall set forth the recommendations as to each of the charges and the reasons therefore.

13. The Personnel Board may recommend to the City Council the sustaining or rejecting of any or all of the charges filed against the employee. The Board may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee.

B. City Council Appeal Hearing

The decision of the Personnel Board is **advisory** only. The proposed decision shall be filed with City Council and served on the employee. If a suspension, dismissal or demotion is not sustained by the City Council, they shall set forth the recommended effective date the employee is to be reinstated, which may be any time on or after the date the disciplinary action went into effect. If the Council does not sustain or modifies a suspension, they shall set forth the effective dates of the modification, which may be any time on or after the date the suspension went into effect.

The matter is set before City Council at the next scheduled meeting that falls more than five days from the filing of the proposed decision. The City Council hearing shall be open unless the employee requests a closed hearing. The hearing shall consist of summary arguments by the City's representative and the employee's representative.

The City Council may recess to Closed Session to deliberate after the presentation of the summary arguments. The City Council announces in Public Session its determination; it may affirm, deny, or modify the Personnel Board's recommendation. The determination of the City Council is final and binding.

Meeting Date: October 27, 2025

Subject: Approve Proposed Revisions to Resolution 20-179 Adopting Benefits for Specific Executive Management Positions – Police Chief

Recommended Action

Staff recommends that the City Council approve the proposed revisions to Resolution 20-179 to adopt benefits for specific executive management positions, incorporating additional benefits for the Police Chief.

Background/Discussion

On November 23, 2020, the City Council approved Resolution 20-179 approving salary and benefits for specific executive management positions. Staff is recommending that the City Council authorize the following benefits for the Police Chief to have parity with the Fire Chief incentives:

Commission on Peace Officer Standards and Training (POST) Certificate Pay

The Chief of Police shall receive certificate pay for possession of the POST certificates effective October 27, 2025 as follows:

- POST Management Certificate – Five (5%) of base pay
- POST Executive Eligibility– Ten (10%) of base pay (Acting service recognized if all POST Executive Certificate criteria are met, including functional agency head duties)

Longevity Pay

The Police Chief shall receive longevity pay effective the first full pay period following Council approval of the resolution as follows:

- 2.5% of base salary for completion of fifteen (15) years of service with the City of Daly City effective October 27, 2025

Fiscal Impact

The proposed changes will result in manageable increase to the FY 2026 budget.

Summary/Conclusion

Staff recommends that the City Council approve the proposed revisions to Resolution 20-179 to adopt benefits for the classification through the adoption of this Resolution, which formally incorporates benefits for the Police Chief.

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

Respectfully submitted,

Natalie Sakkal
Director of Human Resources

Attachment: Draft Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY AMENDING RESOLUTION NO. 20-179 ADOPTING BENEFITS FOR THE POLICE CHIEF

WHEREAS, on November 23, 2020, the City Council adopted Resolution No. 20-179 establishing salary and benefits for certain executive management positions in the City of Daly City; and

WHEREAS, Resolution No. 20-179 did not include specific provisions for incentive pay or longevity benefits for the Police Chief; and

WHEREAS, the City has completed a parity review to align the compensation of the Police Chief with that of similarly situated executive management classifications including the Fire Chief; and

WHEREAS, staff recommends amending Resolution No. 20-179 to provide incentive pay for POST certification and longevity pay to the Police Chief, effective October 27, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City as follows:

1. The Police Chief shall receive certificate pay for possession of POST certifications as follows, effective October 27, 2025:

    - POST Management Certificate – Five percent (5%) of base pay
    - POST Executive Eligibility – Ten percent (10%) of base pay (Acting service recognized if all POST Executive Certificate criteria are met, including functional agency head duties)

2. The Police Chief shall receive longevity pay in the amount of two and one-half percent (2.5%) of base salary upon completion of fifteen (15) years of service with the City of Daly City, effective October 27, 2025.

3. All other provisions of Resolution No. 20-179 not amended herein shall remain in full force and effect.

PASSED AND ADOPTED this 27th day of October, 2025, by the following vote:

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSENT: Councilmembers _____

APPROVED:

_____
Mayor of the City of Daly City

DRAFT

ATTEST:

_____
City Clerk

DRAFT

City Council Meeting Agenda Report Item # _____

Meeting Date: October 27, 2025

Subject: Approve Employment Agreement with Cameron Christensen as Chief of Police

Recommended Action
It is recommended that the City Council approve the Employment Agreement between the City of Daly City and Cameron Christensen for the position of Chief of Police, and authorizing the City Manager to execute the Agreement.

Background
Cameron Christensen has served as the Acting Chief of Police for the City of Daly City for over three years. During his tenure, he has demonstrated exemplary leadership, professionalism, and commitment to public safety. Under his direction, the Police Department has advanced a number of key initiatives in community engagement, crime reduction, and departmental modernization.
The proposed Employment Agreement formalizes Mr. Christensen's appointment by the City Manager as the permanent Chief of Police. The agreement reflects the City's commitment to continued stability in the leadership of its Police Department.

Discussion
Terms of the Employment Agreement include:

- A fixed five-year term from the date of appointment, during which the Chief may only be terminated for cause.
- If terminated without cause during the Initial Term, the Chief is entitled to severance equal to twelve (12) months of base salary.
- Following the five-year term, the Chief will continue to serve at the pleasure of the City Manager, without severance protections.

Fiscal Impact
The fiscal impact of the Employment Agreement is limited to the compensation approved by City Council and the severance obligations, if applicable, during the Initial Term.

Summary/Conclusion
Approval of this Employment Agreement will ensure continued leadership and operational consistency within the Police Department.

Staff recommends that the City Council approve the Agreement and authorize the City Manager to execute it on behalf of the City.

Respectfully submitted,



Thomas J. Piccolott
City Manager

Attachment: Draft Employment Agreement between the City of Daly City and Cameron Christensen

EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF DALY CITY AND THE CHIEF OF POLICE

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20__, by and between the City of Daly City, a municipal corporation, and ("Chief of Police"). This Agreement sets forth the terms and conditions of employment of the Chief of Police by the City as approved by the City Council of Daly City.

1. **Appointment.** The City Manager hereby appoints CAMERON CHIRSTENSEN as Chief of Police of Daly City, contingent upon approval of this Employment Agreement by the City Council. This appointment is made at an at-will basis and shall be for a fixed term of five (5) years from the date of appointment (the 'Initial Term'). During the Initial Term, the Chief may only be terminated for cause and shall be entitled to the severance outlined in this Agreement. Following the Initial Term, the Chief serves at the pleasure of the City Manager, without severance protections.

2. **Duties.** The Chief of Police shall be responsible for the administration and management of the Police Department, including enforcement of all laws, management of departmental personnel, oversight of public safety initiatives, budgeting, strategic planning, and community relations. The Chief shall report directly to the City Manager.

3. **Compensation and Incentives**. The Chief shall receive compensation and benefits as determined by resolution of the City Council, payable in accordance with City payroll policies.

4. Severance.

4.1 Severance Eligibility

The Chief shall be entitled to severance only if terminated without cause during the Initial Term, defined as the five (5) year period beginning on the date of appointment. In such case, the Chief shall receive a severance payment equal to Twelve months (12) of the then-current base salary. If the Chief is terminated for cause at any time, or for any reason after the Initial Term, no severance shall be paid.

4.2 Definition of Severance

For purposes of this Agreement, 'severance' shall mean an amount equal to eighteen (18) months of the Chief's then-current base salary, payable in accordance with the City's regular payroll schedule, or in a lump sum at the City's discretion.

4.3 Definition of Cause

Cause for termination includes, but is not limited to:

a. Conviction or plea (including nolo contendere) of a felony or any crime involving moral turpitude;
b. Commission of an act that constitutes 'abuse of office' as defined by California Government Code § 53243.4;
c. Willful misconduct, gross negligence, or fraud in the performance of official duties;
d. Engaging in illegal conduct or conduct detrimental to the public trust.

This Agreement has been approved by the Daly City Council pursuant to Resolution No. ____-25, adopted on _____, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF DALY CITY

By: _____
Thomas J. Piccolotti, City Manager

CHIEF OF POLICE

By: _____
Cameron Christensen, Chief of Police

DRAFT

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

9/5/2025

CHECKS ISSUED	-	#500912 TO #500921
CANCELLED CHECK	-	NONE
VOID CHECK	-	NONE

9/10/2025

CHASE CREDIT CARD	-	N/A – Electronic Payment

9/12/2025

CHECKS ISSUED	-	#500922 TO #501221
CANCELLED CHECK	-	NONE
VOID CHECK	-	NONE

9/30/2025

CHECKS ISSUED (TYLER)	-	#501222 TO #501567
CANCELLED CHECK	-	NONE
VOID CHECK	-	NONE

AUDITED_____ FINANCE DIRECTOR

APPROVED_____CITY MANAGER

APPROVED_____MAYOR

APPROVED_____VICE MAYOR

ACCOUNTS PAYABLE CHECK RUN SUMMARY
FISCAL YEAR 2025-2026

	MONTH	TOTAL
2025	July	$ 15,869,193.61
	August	7,883,983.08
	September	9,588,977.55
	October	
	November	
	December	
2026	January	
	February	
	March	
	April	
	May	
	June	
	TOTAL	**$ 33,342,154.24**

SEP 2025 BREAK DOWN OF EXPENSES BY FUND

Fund	Total for Month	Total for Year	% of Total
General Fund	$ 4,414,683.36	$ 16,466,749.67	49.4%
Gas Tax Fund	539,241.00	2,281,671.93	6.8%
Utility/Enterprise Funds	4,635,053.19	14,593,732.64	43.8%
Total:	**$ 9,588,977.55**	**$ 33,342,154.24**	100.0%

City of Daly City, CA

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
500912	09/05/2025	PRINTED	100309	ALERT PEST CONTROL COMPAN	185.00			
500913	09/05/2025	PRINTED	103475	CABLECOM (ENGPER)	5,250.00			
500914	09/05/2025	PRINTED	103471	CHC CONSULTING FOR COMCAS	6,000.00			
500915	09/05/2025	PRINTED	103470	COMCAST	1,000.00			
500916	09/05/2025	PRINTED	103472	JINLIANG WU	2,000.00			
500917	09/05/2025	PRINTED	103473	JUAN BAUTISTA	500.00			
500918	09/05/2025	PRINTED	102206	NINYO & MOORE GEOTECHNICA	630.00			
500919	09/05/2025	PRINTED	100413	PERS LONG TERM CARE PROGR	218.41			
500920	09/05/2025	PRINTED	103474	WALTER BATARA	400.00			
500921	09/05/2025	PRINTED	102902	WESTERN ENTERPRISES	500.00			
	10 CHECKS			CASH ACCOUNT TOTAL	16,683.41	.00		

City of Daly City, CA

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
10 CHECKS	FINAL TOTAL	16,683.41	.00

** END OF REPORT - Generated by Lily Sun **

City of Daly City, CA

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1003	09/10/2025	WIRE	101113	JP MORGAN CHASE BANK NA	89,132.61			
			1 CHECKS	CASH ACCOUNT TOTAL	89,132.61	.00		

City of Daly City, CA

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
500922	09/12/2025	PRINTED	101981	A 1 RHINO LININGS	431.25			
500923	09/12/2025	PRINTED	100718	A BLACK TIE AFFAIR INC	193.87			
500924	09/12/2025	PRINTED	100331	ACTION SPORTS	902.07			
500925	09/12/2025	PRINTED	101341	ACTION TOWING	2,119.25			
500926	09/12/2025	PRINTED	100705	AD BRAKES	554.50			
500927	09/12/2025	PRINTED	101817	ADVANCED INTEGRATED PEST	585.00			
500928	09/12/2025	PRINTED	100306	AECO SYSTEMS INC	400.00			
500929	09/12/2025	PRINTED	101625	AGE OF LEARNING INC	2,887.50			
500930	09/12/2025	PRINTED	103459	AIR LOLLIPOPS	389.63			
500931	09/12/2025	PRINTED	100617	AIRGAS USA LLC	74.21			
500932	09/12/2025	PRINTED	100309	ALERT PEST CONTROL COMPAN	3,979.00			
500933	09/12/2025	PRINTED	103462	ALEXANDER Y VIRAY JR	30.00			
500934	09/12/2025	PRINTED	101146	ALL CITY MANAGEMENT SERVI	9,409.31			
500935	09/12/2025	PRINTED	100772	ALPHA ANALYTICAL LABORATO	11,156.25			
500936	09/12/2025	PRINTED	101732	AMAZON CAPITAL SERVICES I	8,533.58			
500937	09/12/2025	PRINTED	100811	AMERICAN MESSAGING	34.26			
500938	09/12/2025	PRINTED	100521	ANIXTER INC	964.80			
500939	09/12/2025	PRINTED	102615	ANNA MARIE VIOLA	769.50			
500940	09/12/2025	PRINTED	102383	ANNE WILLIAMS	721.54			
500941	09/12/2025	PRINTED	101009	ANTHEM BLUE CROSS	147.00			
500942	09/12/2025	PRINTED	101009	ANTHEM BLUE CROSS	160.60			
500943	09/12/2025	PRINTED	100016	AT&T	244.62			
500944	09/12/2025	PRINTED	100672	AT&T	451.72			
500945	09/12/2025	PRINTED	100672	AT&T	1,057.31			
500946	09/12/2025	PRINTED	100193	AT&T MOBILITY	113.44			
500947	09/12/2025	PRINTED	100193	AT&T MOBILITY	898.24			
500948	09/12/2025	PRINTED	100193	AT&T MOBILITY	122.68			
500949	09/12/2025	PRINTED	100193	AT&T MOBILITY	173.52			
500950	09/12/2025	PRINTED	100499	ATCO INTERNATIONAL	3,822.50			
500951	09/12/2025	PRINTED	100957	ATLAS COPCO COMPRESSORS L	1,599.26			
500952	09/12/2025	PRINTED	102531	AURA JOMELIE CRUZ	721.54			
500953	09/12/2025	PRINTED	103464	AURELIO ACEVES	1,000.00			
500954	09/12/2025	PRINTED	103427	BAUER'S INTELLIGENT TRANS	2,060.00			
500955	09/12/2025	PRINTED	103101	BEAM CONSTRUCTION ENTERPR	216,049.00			
500956	09/12/2025	PRINTED	100404	BIRITE FOODSERVICE DISTRI	5,111.31			
500957	09/12/2025	PRINTED	103005	BLUE POND SIGNS	4,961.72			
500958	09/12/2025	PRINTED	101196	BLUETRITON BRANDS INC	38.00			
500959	09/12/2025	PRINTED	102213	BMW MOTORCYCLES OF SAN FR	601.21			
500960	09/12/2025	PRINTED	102273	BRENTWOOD FAMILY PET CARE	157.50			
500961	09/12/2025	PRINTED	100132	BROADMOOR LANDSCAPE SUPPL	469.35			
500962	09/12/2025	PRINTED	100126	BROWN & CALDWELL INC	12,220.00			
500963	09/12/2025	PRINTED	101468	BRYCE CONSULTING INC	3,515.00			
500964	09/12/2025	PRINTED	100164	BSN SPORTS LLC	115.56			
500965	09/12/2025	PRINTED	101088	BWNVT MOTORS INC	3,489.16			
500966	09/12/2025	PRINTED	100689	C & A BROWN COMPANY	567.58			
500967	09/12/2025	PRINTED	100764	CALCON SYSTEMS INC	6,660.00			
500968	09/12/2025	PRINTED	100355	CALIFORNIA SURVEYING & DR	908.96			
500969	09/12/2025	PRINTED	100029	CALIFORNIA WATER SERVICE	580.91			
500970	09/12/2025	PRINTED	100029	CALIFORNIA WATER SERVICE	335.91			
500971	09/12/2025	PRINTED	100378	CARL WARREN & COMPANY INC	664.30			
500972	09/12/2025	PRINTED	100194	CATHERINE HANSON	750.00			
500973	09/12/2025	PRINTED	100592	CDW GOVERNMENT INC	283.32			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
500974	09/12/2025	PRINTED	100519	CENTER POINT LARGE PRINT	45.75			
500975	09/12/2025	PRINTED	102604	CENTRAL ROOFING INC	603.00			
500976	09/12/2025	PRINTED	100659	CENTRAL VALLEY BUSINESS F	1,803.85			
500977	09/12/2025	PRINTED	102489	CHRISTOPHER COLLINS	774.74			
500978	09/12/2025	PRINTED	102025	CINTAS CORPORATE SERVICES	4,431.22			
500979	09/12/2025	PRINTED	101213	CINTAS CORPORATION	988.62			
500980	09/12/2025	PRINTED	101213	CINTAS CORPORATION	922.58			
500981	09/12/2025	PRINTED	100141	CINTAS CORPORATION #464	750.31			
500982	09/12/2025	PRINTED	100141	CINTAS CORPORATION #464	1,765.43			
500983	09/12/2025	PRINTED	100141	CINTAS CORPORATION #464	1,455.04			
500984	09/12/2025	PRINTED	100721	CITY AUTO SUPPLY	2,924.07			
500985	09/12/2025	PRINTED	103485	CITY DWELLER LLC	801.00			
500986	09/12/2025	PRINTED	100534	CITY OF DALY CITY	151,877.28			
500987	09/12/2025	PRINTED	100978	CITY OF SAN BRUNO	11,558.00			
500988	09/12/2025	PRINTED	100530	CITY OF SAN MATEO	69,002.00			
500989	09/12/2025	PRINTED	101736	CLAREMONT BEHAVIORAL SERV	1,384.50			
500990	09/12/2025	PRINTED	100390	CLEARLITE TROPHIES	379.26			
500991	09/12/2025	PRINTED	101912	CLEITUS JONES	2,820.00			
500992	09/12/2025	PRINTED	103458	CLINTON ENGLER	114.00			
500993	09/12/2025	PRINTED	101040	COMCAST	89.52			
500994	09/12/2025	PRINTED	101097	COMCAST	178.30			
500995	09/12/2025	PRINTED	101140	COMCAST	108.33			
500996	09/12/2025	PRINTED	101967	COMCAST	478.58			
500997	09/12/2025	PRINTED	102168	COMCAST	223.04			
500998	09/12/2025	PRINTED	103461	COMMUNITY STRONG STRATEGI	8,166.00			
500999	09/12/2025	PRINTED	100278	COMPLETE LINEN SERVICES I	442.11			
501000	09/12/2025	PRINTED	101741	CORE & MAIN LP	1,111.81			
501001	09/12/2025	PRINTED	100324	COUNTY OF SAN MATEO	164.51			
501002	09/12/2025	PRINTED	100324	COUNTY OF SAN MATEO	82.25			
501003	09/12/2025	PRINTED	100264	CPRS	36.25			
501004	09/12/2025	PRINTED	100902	CRIME SCENE CLEANERS INC	260.00			
501005	09/12/2025	PRINTED	101089	CRYSTAL CREAMERY	1,209.45			
501006	09/12/2025	PRINTED	102589	CYNTHIA ROYER	720.00			
501007	09/12/2025	PRINTED	100072	DAILY JOURNAL CORPORATION	137.00			
501008	09/12/2025	PRINTED	100635	DALY CITY POLICE OFFICERS	1,471.50			
501009	09/12/2025	PRINTED	100070	DALY CITY TOOL MART	50.54			
501010	09/12/2025	PRINTED	102373	DANECA HALVORSON	236.76			
501011	09/12/2025	PRINTED	102576	DANILO ABORDO	720.00			
501012	09/12/2025	PRINTED	103377	DAVIS BARKOCY	784.18			
501013	09/12/2025	PRINTED	100457	DELL MARKETING LP	1,423.71			
501014	09/12/2025	PRINTED	100041	DEPARTMENT OF JUSTICE	588.00			
501015	09/12/2025	PRINTED	102597	DISCOUNT PLUMBING & HEATI	8,500.00			
501016	09/12/2025	PRINTED	103321	DKS ASSOCIATES INC	3,712.50			
501017	09/12/2025	PRINTED	103408	DOG WASTE DEPOT	3,483.04			
501018	09/12/2025	PRINTED	101880	DORMAN ASSOCIATES INC	20,925.00			
501019	09/12/2025	PRINTED	102686	DRYCO CONSTRUCTION INC	17,990.00			
501020	09/12/2025	PRINTED	100751	DU ALL SAFETY LLC	1,750.00			
501021	09/12/2025	PRINTED	100008	DUNN EDWARDS CORPORATION	670.07			
501022	09/12/2025	PRINTED	101161	EAN SERVICES LLC	174.44			
501023	09/12/2025	PRINTED	101082	EAST BAY TIRE CO	1,372.91			
501024	09/12/2025	PRINTED	102592	ECONOMY PLUMBING	2,000.00			
501025	09/12/2025	PRINTED	101595	EDWARDS & SONS EQUIPMENT	16,804.71			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501078	09/12/2025	PRINTED	103468	JUAN MANUEL SANCHEZ NARAN	250.00			
501079	09/12/2025	PRINTED	100682	K & L SUPPLY COMPANY	787.62			
501080	09/12/2025	PRINTED	100835	KIMBALL MIDWEST	218.54			
501081	09/12/2025	PRINTED	101907	KING TINT	500.00			
501082	09/12/2025	PRINTED	102337	KLAUS ZALINSKIS	664.08			
501083	09/12/2025	PRINTED	103417	KOIOS ENGINEERING INC	42,227.50			
501084	09/12/2025	PRINTED	103483	LA CUMBIAMBA COLOMBIANA	600.00			
501085	09/12/2025	PRINTED	100304	LANGUAGE LINE SERVICES	2,400.22			
501086	09/12/2025	PRINTED	103085	LAZ KARP ASSOCIATES LLC	5,977.00			
501087	09/12/2025	PRINTED	101401	LEADSONLINE LLC	6,808.00			
501088	09/12/2025	PRINTED	100684	LEGACY MECHANICAL & ENERG	6,889.06			
501089	09/12/2025	PRINTED	100971	LEHR	1,500.00			
501090	09/12/2025	PRINTED	100971	LEHR	22,962.86			
501091	09/12/2025	PRINTED	100971	LEHR	23,425.86			
501092	09/12/2025	PRINTED	102416	LEILANI RAMOS	151.33			
501093	09/12/2025	PRINTED	100769	LEXISNEXIS RISK DATA MANA	510.00			
501094	09/12/2025	PRINTED	102324	LIEBERT CASSIDY WHITMORE	43,609.00			
501095	09/12/2025	PRINTED	102533	LIFETIME ROOFING AND RENO	201.00			
501096	09/12/2025	PRINTED	100350	LINDE GAS & EQUIPMENT INC	149.56			
501097	09/12/2025	PRINTED	100316	LINDE INC	3,974.15			
501098	09/12/2025	PRINTED	100604	LORAL LANDSCAPING	45,018.00			
501099	09/12/2025	PRINTED	102880	LORENA REYES	420.49			
501100	09/12/2025	PRINTED	101159	LOU'S GLOVES INC	693.00			
501101	09/12/2025	PRINTED	102190	LUBE SQUAD OF SFO LLC	1,769.06			
501102	09/12/2025	PRINTED	103011	MACQUARIE EQUIPMENT CAPIT	474.66			
501103	09/12/2025	PRINTED	101314	MADELYN BARTOLOME	500.00			
501104	09/12/2025	PRINTED	103469	MARIA LOBATO	400.00			
501105	09/12/2025	PRINTED	102340	MARJORIE KALAVERAS	769.50			
501106	09/12/2025	PRINTED	103302	MAYBELLE MANIO	98.32			
501107	09/12/2025	PRINTED	102246	MCKINLEY LEWELLEN	2,700.00			
501108	09/12/2025	PRINTED	100503	METRO MOBILE COMMUNICATIO	324,693.62			
501109	09/12/2025	PRINTED	100503	METRO MOBILE COMMUNICATIO	1,800.00			
501110	09/12/2025	PRINTED	100503	METRO MOBILE COMMUNICATIO	27,588.00			
501111	09/12/2025	PRINTED	100503	METRO MOBILE COMMUNICATIO	5,586.61			
501112	09/12/2025	PRINTED	103409	MICHAEL KELLISON	225.00			
501113	09/12/2025	PRINTED	100480	MIDWEST TAPE INC	398.24			
501114	09/12/2025	PRINTED	100542	MIKE BROWN ELECTRIC	169,585.92			
501115	09/12/2025	PRINTED	102191	NOREGON SYSTEMS LLC	292.76			
501116	09/12/2025	PRINTED	101441	OCEAN TREASURES SERVICING	321.73			
501117	09/12/2025	PRINTED	101864	ODP BUSINESS SOLUTIONS LL	3,438.21			
501118	09/12/2025	PRINTED	101866	ODP BUSINESS SOLUTIONS LL	1,354.74			
501119	09/12/2025	PRINTED	101866	ODP BUSINESS SOLUTIONS LL	89.09			
501120	09/12/2025	PRINTED	102165	ODP BUSINESS SOLUTIONS LL	966.39			
501121	09/12/2025	PRINTED	103467	ONE HUNDRED CLUB OF SAN M	150.00			
501122	09/12/2025	PRINTED	101757	OPERATIONAL TECHNICAL SER	9,015.84			
501123	09/12/2025	PRINTED	100142	OTIS ELEVATOR COMPANY	25,131.62			
501124	09/12/2025	PRINTED	100142	OTIS ELEVATOR COMPANY	3,178.13			
501125	09/12/2025	PRINTED	100033	PACIFIC GAS & ELECTRIC	255,315.68			
501126	09/12/2025	PRINTED	100033	PACIFIC GAS & ELECTRIC	367,105.63			
501127	09/12/2025	PRINTED	100601	PACIFIC PRODUCE INC	2,724.30			
501128	09/12/2025	PRINTED	101268	PACIFIC SCAFFOLD COMPANY	1,800.00			
501129	09/12/2025	PRINTED	101832	PARTS AUTHORITY LLC	2,053.79			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501026	09/12/2025	PRINTED	103463	EDWINA YUAN	40.00			
501027	09/12/2025	PRINTED	101392	EKI ENVIRONMENT & WATER	31,405.08			
501028	09/12/2025	PRINTED	101750	EME ENTERPRISE INC	410.99			
501029	09/12/2025	PRINTED	101777	ESO SOLUTIONS INC	667.58			
501030	09/12/2025	PRINTED	100544	EWING IRRIGATION PRODUCTS	769.93			
501031	09/12/2025	PRINTED	101992	FACILITY SOLUTIONS GROUP	2,303.01			
501032	09/12/2025	PRINTED	100735	FASTENAL COMPANY	514.86			
501033	09/12/2025	PRINTED	100045	FEDEX	81.00			
501034	09/12/2025	PRINTED	103492	FERGO HIGH QUALITY GENERA	500.00			
501035	09/12/2025	PRINTED	100250	FERGUSON ENTERPRISES LLC	60.42			
501036	09/12/2025	PRINTED	100895	FERGUSON ENTERPRISES INC	896.78			
501037	09/12/2025	PRINTED	103373	FERNANDO REYES	2,000.00			
501038	09/12/2025	PRINTED	103069	FIDELITY NATIONAL TITLE C	145.00			
501039	09/12/2025	PRINTED	100578	FIREMASTER	3,967.81			
501040	09/12/2025	PRINTED	101449	FIRESTATS LLC	1,250.00			
501041	09/12/2025	PRINTED	101959	FREYER & LAURETA INC	18,105.00			
501042	09/12/2025	PRINTED	101363	GATES & ASSOCIATES	510.50			
501043	09/12/2025	PRINTED	101709	GAVIN'S PAINTING	22,307.50			
501044	09/12/2025	PRINTED	101085	GCS ENVIRONMENTAL EQUIPME	620.87			
501045	09/12/2025	PRINTED	100559	GOMEZ IRON WORKS ENTERPRI	2,200.00			
501046	09/12/2025	PRINTED	100149	GOVERNMENT FINANCE OFFICE	765.00			
501047	09/12/2025	PRINTED	100065	GRAINGER INC	8,551.78			
501048	09/12/2025	PRINTED	100056	GRANITEROCK	390.25			
501049	09/12/2025	PRINTED	100632	GRM	1,206.56			
501050	09/12/2025	PRINTED	101941	GSW CONSTRUCTION INC	127,306.97			
501051	09/12/2025	PRINTED	102093	GUARDIAN ALLIANCE TECHNOL	1,000.00			
501052	09/12/2025	PRINTED	100089	HACH COMPANY	3,215.97			
501053	09/12/2025	PRINTED	101952	HALEY AND ALDRICH INC	44,079.25			
501054	09/12/2025	PRINTED	102080	HAMMEL GREEN AND ABRAHAMS	4,700.00			
501055	09/12/2025	PRINTED	101605	HAZEN AND SAWYER	16,845.62			
501056	09/12/2025	PRINTED	102187	HERITAGE LANDSCAPE SUPPLY	141.44			
501057	09/12/2025	PRINTED	100230	HI TECH EVS INC	2,347.25			
501058	09/12/2025	PRINTED	102563	HIGHLAND CONSTRUCTION CO	402.00			
501059	09/12/2025	PRINTED	100345	HOME DEPOT CREDIT SERVICE	11,462.73			
501060	09/12/2025	PRINTED	101695	HONEY BUCKET	428.98			
501061	09/12/2025	PRINTED	103382	HOOP BUS INC	1,200.00			
501062	09/12/2025	PRINTED	102909	THE HUB COMMUNITY CORPORA	105.61			
501063	09/12/2025	PRINTED	103303	HURLEY DIESEL AND POWER L	25,008.27			
501064	09/12/2025	PRINTED	102432	IGNACIO REYES	5,000.00			
501065	09/12/2025	PRINTED	103248	INGRAM LIBRARY SERVICES L	1,762.48			
501066	09/12/2025	PRINTED	102037	INTERACTIVE RESOURCES INC	7,004.65			
501067	09/12/2025	PRINTED	100098	INTERSTATE TRAFFIC CONTRO	9,326.02			
501068	09/12/2025	PRINTED	101806	INVOICE CLOUD INC	100.00			
501069	09/12/2025	PRINTED	103452	ISAAC CASTILLO	200.00			
501070	09/12/2025	PRINTED	103460	ISKANDER ALEX DABIT	1,300.00			
501071	09/12/2025	PRINTED	100508	JACOBS ASSOCIATES	83,184.88			
501072	09/12/2025	PRINTED	102783	JANIE VIEN	203.50			
501073	09/12/2025	PRINTED	100032	JEFFERSON UNION HIGH SCHO	1,000.00			
501074	09/12/2025	PRINTED	102461	JEREL TUALAULELEI	264.54			
501075	09/12/2025	PRINTED	102609	JOHN KLATT	475.47			
501076	09/12/2025	PRINTED	103456	JORDYN FOLEY	425.00			
501077	09/12/2025	PRINTED	103297	JORGE RAMIREZ	400.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501130	09/12/2025	PRINTED	100439	PELCO SALES & SERVICE INC	530.43			
501131	09/12/2025	PRINTED	100246	PENINSULA CONFLICT RESOLU	7,567.57			
501132	09/12/2025	PRINTED	101541	PERRY BUILDERS INC	3,000.00			
501133	09/12/2025	PRINTED	101406	PIIAN SYSTEMS LLC	7,429.34			
501134	09/12/2025	PRINTED	101899	PLANTE & MORAN PLLC	32,650.00			
501135	09/12/2025	PRINTED	100737	POLYDYNE INC	71,079.03			
501136	09/12/2025	PRINTED	101626	PRIME ACTUARIAL CONSULTIN	7,600.00			
501137	09/12/2025	PRINTED	100025	PUMP REPAIR SERVICE	77,293.55			
501138	09/12/2025	PRINTED	101229	PURETEC INDUSTRIAL WATER	662.93			
501139	09/12/2025	PRINTED	101386	QUADIENT LEASING USA INC	1,938.77			
501140	09/12/2025	PRINTED	100317	R&S ERECTION OF SAN MATEO	1,868.12			
501141	09/12/2025	PRINTED	103484	RAYMOND CHO	2,151.00			
501142	09/12/2025	PRINTED	100905	RB PETROLEUM SERVICES	37,100.00			
501143	09/12/2025	PRINTED	102166	RDA CONSULTING	1,437.50			
501144	09/12/2025	PRINTED	100063	RED WING SHOES	341.08			
501145	09/12/2025	PRINTED	103488	RELIABLE CONSTRUCTION	2,451.00			
501146	09/12/2025	PRINTED	102233	REMEDY ENGINEERING INC	1,781.00			
501147	09/12/2025	PRINTED	103477	RENE URBINA	21.22			
501148	09/12/2025	PRINTED	100030	REPUBLIC SERVICES OF NORT	1,428,847.07			
501149	09/12/2025	PRINTED	101713	RISE HOUSING SOLUTIONS IN	4,000.00			
501150	09/12/2025	PRINTED	101337	ROBERT HALF	5,368.13			
501151	09/12/2025	PRINTED	103139	ROMEL 400 LLC	348.40			
501152	09/12/2025	PRINTED	103453	RONALD CREER	200.00			
501153	09/12/2025	PRINTED	103487	ROYALTY ROOFING AND WATER	201.00			
501154	09/12/2025	PRINTED	100479	S & S WORLDWIDE INC	104.91			
501155	09/12/2025	PRINTED	100013	SAFETY KLEEN SYSTEMS INC	852.30			
501156	09/12/2025	PRINTED	101329	SAGE CONSULTING ENGINEERS	14,475.00			
501157	09/12/2025	PRINTED	103425	SALAS O'BRIEN ENGINEERS I	6,690.00			
501158	09/12/2025	PRINTED	100018	SAN FRANCISCO PUBLIC	788,511.90			
501159	09/12/2025	PRINTED	100245	SAN MATEO LAWN MOWER SHOP	4,257.26			
501160	09/12/2025	PRINTED	103451	SCHERNECKER PROPERTY SERV	27,243.10			
501161	09/12/2025	PRINTED	100020	SF - WATER	100,435.21			
501162	09/12/2025	PRINTED	100919	CITY AND COUNTY OF SAN FR	29,512.00			
501163	09/12/2025	PRINTED	102443	SHANE CYPERT	132.96			
501164	09/12/2025	PRINTED	103344	SHARIF AHMAD AHMADI	3,000.00			
501165	09/12/2025	PRINTED	100645	SHARP ELECTRONICS CORPORA	7,948.37			
501166	09/12/2025	PRINTED	100500	SHOE DEPOT INC	3,552.55			
501167	09/12/2025	PRINTED	101151	SHRED IT USA	461.24			
501168	09/12/2025	PRINTED	101291	SHRED WORKS INC	46.00			
501169	09/12/2025	PRINTED	103493	SIDNEY GUILING	500.00			
501170	09/12/2025	PRINTED	101224	SIMPSON GUMPERTZ & HEGER	1,340.00			
501171	09/12/2025	PRINTED	100665	SMART & FINAL STORES LLC	331.14			
501172	09/12/2025	PRINTED	100556	SOUTH BAY REGIONAL PUBLIC	7,494.00			
501173	09/12/2025	PRINTED	100080	SOUTH CITY LUMBER & SUPPL	1,032.86			
501174	09/12/2025	PRINTED	103013	SPECTRUM CANINE ISABEL LL	1,300.00			
501175	09/12/2025	PRINTED	100240	STATE WATER RESOURCES CON	4,615.00			
501176	09/12/2025	PRINTED	103486	STEPHEN TAN	801.00			
501177	09/12/2025	PRINTED	102738	SUMMIT SHASTA HIGH SCHOOL	400.00			
501178	09/12/2025	PRINTED	101223	SWEET DELIGHT BAKERY	3,786.25			
501179	09/12/2025	PRINTED	100600	SYNAGRO WEST LLC	36,998.63			
501180	09/12/2025	PRINTED	103015	SYSERCO ENERGY SOLUTIONS	164,547.79			
501181	09/12/2025	PRINTED	100982	T MOBILE USA INC	165.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501182	09/12/2025	PRINTED	100982	T MOBILE USA INC	465.00			
501183	09/12/2025	PRINTED	100536	TARGET SPECIALTY PRODUCTS	176.51			
501184	09/12/2025	PRINTED	100053	THE ADAM HILL COMPANY	57.70			
501185	09/12/2025	PRINTED	103189	THE BRIEFING ROOM LLC	549.38			
501186	09/12/2025	PRINTED	103489	THERESA CHIONG	1,101.00			
501187	09/12/2025	PRINTED	100031	THOMSON REUTERS WEST	3,800.00			
501188	09/12/2025	PRINTED	103491	TOMMY LEE	201.00			
501189	09/12/2025	PRINTED	103479	TOWN CONCEPT LLC	12,000.00			
501190	09/12/2025	PRINTED	101568	TRITECH SOFTWARE SYSTEMS	585.00			
501191	09/12/2025	PRINTED	101053	TYLER TECHNOLOGIES INC	3,840.00			
501192	09/12/2025	PRINTED	100783	ULINE INC	1,943.33			
501193	09/12/2025	PRINTED	101822	UNDERGROUND REPUBLIC WATE	8,083.95			
501194	09/12/2025	PRINTED	100664	UNIVAR SOLUTIONS USA INC	20,813.77			
501195	09/12/2025	PRINTED	103006	US FOODS INC	1,768.52			
501196	09/12/2025	PRINTED	101450	VALERIA CRISTINA SANTANA	14,800.00			
501197	09/12/2025	PRINTED	103009	VALLEY OIL COMPANY	34,872.53			
501198	09/12/2025	PRINTED	102336	VAN DERMYDEN MAKUS LAW CO	1,286.50			
501199	09/12/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	3,838.87			
501200	09/12/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	1,566.83			
501201	09/12/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	236.16			
501202	09/12/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	155.07			
501203	09/12/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	164.07			
501204	09/12/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	156.08			
501205	09/12/2025	PRINTED	103490	VICKIE SARGENT	3,855.75			
501206	09/12/2025	PRINTED	103466	VINCENT DELORENZI	676.70			
501207	09/12/2025	PRINTED	103478	VISION ENGRAVING AND ROUT	7,571.47			
501208	09/12/2025	PRINTED	100058	VWR INTERNATIONAL LLC	755.31			
501209	09/12/2025	PRINTED	101183	WAVE BROADBAND	95.95			
501210	09/12/2025	PRINTED	101183	WAVE BROADBAND	249.95			
501211	09/12/2025	PRINTED	101183	WAVE BROADBAND	99.90			
501212	09/12/2025	PRINTED	101183	WAVE BROADBAND	1,079.95			
501213	09/12/2025	PRINTED	101183	WAVE BROADBAND	1,295.00			
501214	09/12/2025	PRINTED	100015	WESTLAKE ECO SOFT-TOUCH	1,219.00			
501215	09/12/2025	PRINTED	102411	WILGRACE DUMANDAN	721.54			
501216	09/12/2025	PRINTED	101405	WILLIAMS SCOTSMAN INC	763.19			
501217	09/12/2025	PRINTED	100805	WILSEY HAM INC	271.92			
501218	09/12/2025	PRINTED	102963	WOOD THINK IT WAS NEW INC	4,000.00			
501219	09/12/2025	PRINTED	103494	XIAO CHENLEE	500.00			
501220	09/12/2025	PRINTED	103495	XTREME CONCRETE INC	500.00			
501221	09/12/2025	PRINTED	102205	ZONE 4 CONSTRUCTION INC	45,174.65			
		300 CHECKS		CASH ACCOUNT TOTAL	5,620,369.72	.00		

3784.24

City of Daly City, CA

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
300 CHECKS	FINAL TOTAL	5,620,369.72	.00

** END OF REPORT - Generated by Lily Sun **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501222	09/30/2025	PRINTED	103003	A CABALLERO PRODUCTIONS	6,493.86			
501223	09/30/2025	PRINTED	101816	ACC BUSINESS	528.85			
501224	09/30/2025	PRINTED	100690	ACE FIRE EQUIPMENT & SERV	6,189.43			
501225	09/30/2025	PRINTED	101341	ACTION TOWING	1,014.26			
501226	09/30/2025	PRINTED	100705	AD BRAKES	4,582.79			
501227	09/30/2025	PRINTED	100306	AECO SYSTEMS INC	5,880.00			
501228	09/30/2025	PRINTED	103520	AERO LIVING	397.06			
501229	09/30/2025	PRINTED	102050	AGN GLASS LLC	75.00			
501230	09/30/2025	PRINTED	103111	AGRIGATOR INC	3,150.00			
501231	09/30/2025	PRINTED	100617	AIRGAS USA LLC	171.91			
501232	09/30/2025	PRINTED	101090	ALAMEDA COUNTY SHERIFF'S	1,434.00			
501233	09/30/2025	PRINTED	100309	ALERT PEST CONTROL COMPAN	1,098.00			
501234	09/30/2025	PRINTED	101146	ALL CITY MANAGEMENT SERVI	6,322.09			
501235	09/30/2025	PRINTED	100791	ALS SERVICES USA CORP	2,243.24			
501236	09/30/2025	PRINTED	101732	AMAZON CAPITAL SERVICES I	6,390.15			
501237	09/30/2025	PRINTED	100081	AMERICA COPY & PRINTING C	3,213.84			
501238	09/30/2025	PRINTED	100326	AMERICAN TOWER CORPORATIO	9,800.74			
501239	09/30/2025	PRINTED	100901	AMERINAT	273.15			
501240	09/30/2025	PRINTED	103537	AMY YU	840.65			
501241	09/30/2025	PRINTED	102123	ANASTASIA Y GORDON	1,875.00			
501242	09/30/2025	PRINTED	100521	ANIXTER INC	1,569.62			
501243	09/30/2025	PRINTED	103534	ANTHONY LAM	501.00			
501244	09/30/2025	PRINTED	100463	ANTHONY WONG	1,111.80			
501245	09/30/2025	PRINTED	103545	APOLLO NOVICIO	600.00			
501246	09/30/2025	PRINTED	103289	ASSURE MSP INC	17,547.63			
501247	09/30/2025	PRINTED	102913	AT&T	147.52			
501248	09/30/2025	PRINTED	102913	AT&T	147.52			
501249	09/30/2025	PRINTED	100193	AT&T MOBILITY	311.14			
501250	09/30/2025	PRINTED	100193	AT&T MOBILITY	1,448.64			
501251	09/30/2025	PRINTED	100193	AT&T MOBILITY	2,172.96			
501252	09/30/2025	PRINTED	100193	AT&T MOBILITY	5,665.16			
501253	09/30/2025	PRINTED	100193	AT&T MOBILITY	1,609.60			
501254	09/30/2025	PRINTED	100957	ATLAS COPCO COMPRESSORS L	742.90			
501255	09/30/2025	PRINTED	103550	ATLAS PLUMBING & ROOTER	4,000.00			
501256	09/30/2025	PRINTED	100613	AUTO COLLISION CENTER	270.00			
501257	09/30/2025	PRINTED	101147	BADGE FRAME INC	40.00			
501258	09/30/2025	PRINTED	100034	BAKER & TAYLOR COMPANY IN	3,269.02			
501259	09/30/2025	PRINTED	100443	BAUER COMPRESSORS INC	1,101.57			
501260	09/30/2025	PRINTED	100221	BAY AREA AIR QUALITY MANA	29,345.00			
501261	09/30/2025	PRINTED	103457	BAY AREA JUMPERS LLC	1,285.00			
501262	09/30/2025	PRINTED	100421	BAY AREA PAVING COMPANY I	3,678.00			
501263	09/30/2025	PRINTED	100054	BAY AREA WATER SUPPLY & C	2,333.75			
501264	09/30/2025	PRINTED	100054	BAY AREA WATER SUPPLY & C	256.25			
501265	09/30/2025	PRINTED	100404	BIRITE FOODSERVICE DISTRI	6,049.93			
501266	09/30/2025	PRINTED	101196	BLUETRITON BRANDS INC	353.19			
501267	09/30/2025	PRINTED	102213	BMW MOTORCYCLES OF SAN FR	3,456.11			
501268	09/30/2025	PRINTED	102431	BONNIE FINNEGAN	260.00			
501269	09/30/2025	PRINTED	102918	WARDLE, BRANDON	347.00			
501270	09/30/2025	PRINTED	100451	BRISBANE RECYCLING CO INC	82.41			
501271	09/30/2025	PRINTED	100132	BROADMOOR LANDSCAPE SUPPL	240.75			
501272	09/30/2025	PRINTED	100164	BSN SPORTS LLC	677.78			
501273	09/30/2025	PRINTED	100606	BUCHANAN AUTO ELECTRIC IN	1,810.27			

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FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501274	09/30/2025	PRINTED	100691	CAGWIN & DORWARD	396.00			
501275	09/30/2025	PRINTED	103525	CAHILL CONSTRUCTION INC	25,041.00			
501276	09/30/2025	PRINTED	100764	CALCON SYSTEMS INC	13,627.54			
501277	09/30/2025	PRINTED	100327	CALIFORNIA BUILDING OFFIC	3,795.00			
501278	09/30/2025	PRINTED	100029	CALIFORNIA WATER SERVICE	46.83			
501279	09/30/2025	PRINTED	103503	CANDELARIA DE JESUS SALGA	880.00			
501280	09/30/2025	PRINTED	100592	CDW GOVERNMENT INC	4,621.17			
501281	09/30/2025	PRINTED	100900	CEL ANALYTICAL INC	1,950.00			
501282	09/30/2025	PRINTED	101073	CENGAGE LEARNING INC / GA	173.04			
501283	09/30/2025	PRINTED	100878	CHARLAYNE WRIGHT	1,392.00			
501284	09/30/2025	PRINTED	100442	CHICK N COOP RESTAURANT	180.00			
501285	09/30/2025	PRINTED	101213	CINTAS CORPORATION	736.97			
501286	09/30/2025	PRINTED	100141	CINTAS CORPORATION #464	3,621.51			
501287	09/30/2025	PRINTED	100534	CITY OF DALY CITY	4,473.74			
501288	09/30/2025	PRINTED	102325	CITY OF PACIFICA	1,650.00			
501289	09/30/2025	PRINTED	100847	CITY TOYOTA	165.64			
501290	09/30/2025	PRINTED	102547	CKG BUILDING CONSTRUCTION	402.00			
501291	09/30/2025	PRINTED	100390	CLEARLITE TROPHIES	132.12			
501292	09/30/2025	PRINTED	101104	COMCAST	104.00			
501293	09/30/2025	PRINTED	101242	COMCAST	455.61			
501294	09/30/2025	PRINTED	101289	COMCAST	231.50			
501295	09/30/2025	PRINTED	101289	COMCAST	229.83			
501296	09/30/2025	PRINTED	101783	COMCAST	248.04			
501297	09/30/2025	PRINTED	101826	COMCAST	211.18			
501298	09/30/2025	PRINTED	101827	COMCAST	223.04			
501299	09/30/2025	PRINTED	101863	COMCAST	207.00			
501300	09/30/2025	PRINTED	103072	COMCAST	171.55			
501301	09/30/2025	PRINTED	103222	COMCAST	161.46			
501302	09/30/2025	PRINTED	103506	COMMERCIAL FIRE PROTECTIO	120.00			
501303	09/30/2025	PRINTED	103461	COMMUNITY STRONG STRATEGI	8,166.00			
501304	09/30/2025	PRINTED	100278	COMPLETE LINEN SERVICES I	294.74			
501305	09/30/2025	PRINTED	101741	CORE & MAIN LP	614.54			
501306	09/30/2025	PRINTED	100621	CORELOGIC SOLUTIONS LLC	202.72			
501307	09/30/2025	PRINTED	100466	CORRPRO COMPANIES INC	835.00			
501308	09/30/2025	PRINTED	100324	COUNTY OF SAN MATEO	82.25			
501309	09/30/2025	PRINTED	102295	COUNTY OF SAN MATEO	2,029.12			
501310	09/30/2025	PRINTED	102656	COUNTY ROOFING COMPANY	201.00			
501311	09/30/2025	PRINTED	100902	CRIME SCENE CLEANERS INC	520.00			
501312	09/30/2025	PRINTED	103424	CROWN SHEET METAL & SKYLI	21,985.00			
501313	09/30/2025	PRINTED	101089	CRYSTAL CREAMERY	1,210.22			
501314	09/30/2025	PRINTED	101128	CSAA INSURANCE EXCHANGE	1,693.10			
501315	09/30/2025	PRINTED	100594	CSG CONSULTANTS INC	2,437.50			
501316	09/30/2025	PRINTED	103498	CUBIC ITS INC	988.88			
501317	09/30/2025	PRINTED	100422	CWEA	124.00			
501318	09/30/2025	PRINTED	103035	CYNSATIONAL EVENTS	300.00			
501319	09/30/2025	PRINTED	100091	DALY CITY COLMA CHAMBER O	17,500.00			
501320	09/30/2025	PRINTED	100551	DALY CITY PAL	1,000.00			
501321	09/30/2025	PRINTED	100070	DALY CITY TOOL MART	99.98			
501322	09/30/2025	PRINTED	103500	DARRELL MEDELLIN	500.00			
501323	09/30/2025	PRINTED	102351	DAVID ZETZER	325.03			
501324	09/30/2025	PRINTED	103377	DAVIS BARKOCY	172.38			
501325	09/30/2025	PRINTED	102885	DEL RIO ROOFING CO INC	201.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501326	09/30/2025	PRINTED	100457	DELL MARKETING LP	67,722.94			
501327	09/30/2025	PRINTED	101296	DENTONI'S WELDING WORKS I	196.17			
501328	09/30/2025	PRINTED	100041	DEPARTMENT OF JUSTICE	801.00			
501329	09/30/2025	PRINTED	100437	DEWEY PEST CONTROL INC	3,258.00			
501330	09/30/2025	PRINTED	102597	DISCOUNT PLUMBING & HEATI	500.00			
501331	09/30/2025	PRINTED	103321	DKS ASSOCIATES INC	1,288.50			
501332	09/30/2025	PRINTED	101880	DORMAN ASSOCIATES INC	36,200.00			
501333	09/30/2025	PRINTED	100751	DU ALL SAFETY LLC	5,400.00			
501334	09/30/2025	PRINTED	101082	EAST BAY TIRE CO	855.33			
501335	09/30/2025	PRINTED	101392	EKI ENVIRONMENT & WATER	32,996.38			
501336	09/30/2025	PRINTED	103551	ELISA MA	500.00			
501337	09/30/2025	PRINTED	100208	ENTENMANN ROVIN COMPANY	158.94			
501338	09/30/2025	PRINTED	100145	ENVIRONMENTAL RESOURCE AS	939.92			
501339	09/30/2025	PRINTED	100004	EQUIFAX INFORMATION SVCS	50.00			
501340	09/30/2025	PRINTED	103552	ERIC AGUIRRE	1,000.00			
501341	09/30/2025	PRINTED	102155	ETIC	1,012,281.25			
501342	09/30/2025	PRINTED	100544	EWING IRRIGATION PRODUCTS	312.87			
501343	09/30/2025	PRINTED	103421	F J & I ENGINEERING INC	117,674.50			
501344	09/30/2025	PRINTED	103497	FASANO STEPHEN	40.00			
501345	09/30/2025	PRINTED	100735	FASTENAL COMPANY	5,210.28			
501346	09/30/2025	PRINTED	100377	FEDEX	26.32			
501347	09/30/2025	PRINTED	100250	FERGUSON ENTERPRISES LLC	6,750.23			
501348	09/30/2025	PRINTED	101449	FIRESTATS LLC	1,250.00			
501349	09/30/2025	PRINTED	100417	FIRST CHOICE COFFEE SERVI	257.75			
501350	09/30/2025	PRINTED	103549	FLORO JAMES FELINA FRANKE	400.00			
501351	09/30/2025	PRINTED	102966	FLOWERS ELECTRIC AND SERV	6,839.63			
501352	09/30/2025	PRINTED	101959	FREYER & LAURETA INC	4,474.85			
501353	09/30/2025	PRINTED	101802	FUN EXPRESS LLC	4,913.82			
501354	09/30/2025	PRINTED	103542	GALICANO GABRIEL BONDOC I	2,500.00			
501355	09/30/2025	PRINTED	101708	GARY K WARD	2,400.00			
501356	09/30/2025	PRINTED	101709	GAVIN'S PAINTING	5,951.42			
501357	09/30/2025	PRINTED	101709	GAVIN'S PAINTING	5,931.11			
501358	09/30/2025	PRINTED	101085	GCS ENVIRONMENTAL EQUIPME	1,326.72			
501359	09/30/2025	PRINTED	102181	GENASYS INC	2,560.00			
501360	09/30/2025	PRINTED	100149	GOVERNMENT FINANCE OFFICE	1,750.00			
501361	09/30/2025	PRINTED	100065	GRAINGER INC	7,832.79			
501362	09/30/2025	PRINTED	100767	GRAND INDUSTRIES INC	32,210.40			
501363	09/30/2025	PRINTED	100056	GRANITEROCK	1,072.74			
501364	09/30/2025	PRINTED	100022	GRAYBAR ELECTRIC CO INC	4,018.74			
501365	09/30/2025	PRINTED	102023	GREEN HALO SYSTEMS INC	402.00			
501366	09/30/2025	PRINTED	100472	GREG'S TRUCKING SERVICE I	4,903.17			
501367	09/30/2025	PRINTED	102364	GREGORY KRAUSS	405.44			
501368	09/30/2025	PRINTED	101941	GSW CONSTRUCTION INC	21,419.27			
501369	09/30/2025	PRINTED	100089	HACH COMPANY	5,477.69			
501370	09/30/2025	PRINTED	101952	HALEY AND ALDRICH INC	21,807.75			
501371	09/30/2025	PRINTED	100144	HARRINGTON INDUSTRIAL PLA	772.62			
501372	09/30/2025	PRINTED	100079	HARRISON & BONINI INC	697.07			
501373	09/30/2025	PRINTED	101605	HAZEN AND SAWYER	33,507.50			
501374	09/30/2025	PRINTED	102230	HD SUPPLY INC	6,180.67			
501375	09/30/2025	PRINTED	100490	HERC RENTALS INC	5,897.09			
501376	09/30/2025	PRINTED	102187	HERITAGE LANDSCAPE SUPPLY	89.72			
501377	09/30/2025	PRINTED	100230	HI TECH EVS INC	2,982.88			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501378	09/30/2025	PRINTED	102563	HIGHLAND CONSTRUCTION CO	201.00			
501379	09/30/2025	PRINTED	101695	HONEY BUCKET	468.98			
501380	09/30/2025	PRINTED	100893	HUNTINGTON COURT REPORTER	140.58			
501381	09/30/2025	PRINTED	103390	HUYEN NGUYEN	120.00			
501382	09/30/2025	PRINTED	101111	INFOSEND INC	8,091.28			
501383	09/30/2025	PRINTED	100653	INNOVATIVE CLAIM SOLUTION	17,173.67			
501384	09/30/2025	PRINTED	100098	INTERSTATE TRAFFIC CONTRO	2,363.71			
501385	09/30/2025	PRINTED	100815	J P COOKE COMPANY	68.70			
501386	09/30/2025	PRINTED	100579	JAMES FORD INC	8,518.43			
501387	09/30/2025	PRINTED	102783	JANIE VIEN	237.77			
501388	09/30/2025	PRINTED	100546	FEINBERG, JEANETTE	902.00			
501389	09/30/2025	PRINTED	103090	JEANNETTE M PERALTA	800.00			
501390	09/30/2025	PRINTED	100032	JEFFERSON UNION HIGH SCHO	200.00			
501391	09/30/2025	PRINTED	103521	JEFFREY FORNESI	276.68			
501392	09/30/2025	PRINTED	103543	JEREMY MANONGDO	3,000.00			
501393	09/30/2025	PRINTED	102609	JOHN KLATT	83.90			
501394	09/30/2025	PRINTED	103088	JOHN PAUL GAUER	1,520.00			
501395	09/30/2025	PRINTED	102465	JONATHAN PREMENKO	5,895.65			
501396	09/30/2025	PRINTED	100682	K & L SUPPLY COMPANY	787.62			
501397	09/30/2025	PRINTED	103502	KAHLIL MCFARLAND	400.00			
501398	09/30/2025	PRINTED	103546	KATE ARRIANE DE LAS ALAS	600.00			
501399	09/30/2025	PRINTED	101749	KELLY SPICERS FACILITIES	4,257.00			
501400	09/30/2025	PRINTED	101933	KENNETH JAMES DOLAR	1,500.00			
501401	09/30/2025	PRINTED	101933	KENNETH JAMES DOLAR	2,500.00			
501402	09/30/2025	PRINTED	103511	KHIN RODRIGUEZ	614.00			
501403	09/30/2025	PRINTED	100835	KIMBALL MIDWEST	62.53			
501404	09/30/2025	PRINTED	101907	KING TINT	600.00			
501405	09/30/2025	PRINTED	103507	KODEX INC	245.00			
501406	09/30/2025	PRINTED	100017	L N CURTIS AND SONS	293.74			
501407	09/30/2025	PRINTED	100684	LEGACY MECHANICAL & ENERG	2,665.50			
501408	09/30/2025	PRINTED	100971	LEHR	247.74			
501409	09/30/2025	PRINTED	102324	LIEBERT CASSIDY WHITMORE	22,232.25			
501410	09/30/2025	PRINTED	100316	LINDE INC	7,829.79			
501411	09/30/2025	PRINTED	103539	LOK CHAN	180.00			
501412	09/30/2025	PRINTED	101733	LOOKINGPOINT INC	3,135.00			
501413	09/30/2025	PRINTED	100604	LORAL LANDSCAPING	14,418.00			
501414	09/30/2025	PRINTED	101159	LOU'S GLOVES INC	297.00			
501415	09/30/2025	PRINTED	102190	LUBE SQUAD OF SFO LLC	2,088.29			
501416	09/30/2025	PRINTED	103517	LUCIA ABEA	400.00			
501417	09/30/2025	PRINTED	101314	MADELYN BARTOLOME	600.00			
501418	09/30/2025	PRINTED	103540	MADISON LAUREN PAGUNTALAN	300.00			
501419	09/30/2025	PRINTED	103501	MARCOS J REYES	2,500.00			
501420	09/30/2025	PRINTED	100253	MARIANNA ROMAN	540.00			
501421	09/30/2025	PRINTED	103518	MARINA ALVARADO	500.00			
501422	09/30/2025	PRINTED	103063	MARTHA CELIS	300.00			
501423	09/30/2025	PRINTED	100310	MAZE & ASSOCIATES INC	2,800.00			
501424	09/30/2025	PRINTED	103509	MELANIE ISON	123.34			
501425	09/30/2025	PRINTED	101267	MELVIN A GUTIERREZ	600.00			
501426	09/30/2025	PRINTED	103110	METRO LOCKSMITHS INC	280.00			
501427	09/30/2025	PRINTED	100503	METRO MOBILE COMMUNICATIO	7,095.53			
501428	09/30/2025	PRINTED	100503	METRO MOBILE COMMUNICATIO	616.48			
501429	09/30/2025	PRINTED	103125	MITCHEL MAHONEY	1,300.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501430	09/30/2025	PRINTED	101460	MSI FUEL MANAGEMENT	1,651.36			
501431	09/30/2025	PRINTED	103414	NATIONAL AUTO FLEET GROUP	228,540.00			
501432	09/30/2025	PRINTED	102188	NATIONAL DATA & SURVEYING	2,650.00			
501433	09/30/2025	PRINTED	100161	NATIONAL RECREATION & PAR	200.00			
501434	09/30/2025	PRINTED	102606	NEW PACIFIC ROOFING CO IN	201.00			
501435	09/30/2025	PRINTED	103531	NEWLY RENOVATED INC	1,401.00			
501436	09/30/2025	PRINTED	103523	NORMAN TSUI	201.00			
501437	09/30/2025	PRINTED	101589	NORTH AMERICAN FENCE & RA	3,538.00			
501438	09/30/2025	PRINTED	101864	ODP BUSINESS SOLUTIONS LL	944.22			
501439	09/30/2025	PRINTED	101866	ODP BUSINESS SOLUTIONS LL	1,197.26			
501440	09/30/2025	PRINTED	101866	ODP BUSINESS SOLUTIONS LL	77.01			
501441	09/30/2025	PRINTED	101866	ODP BUSINESS SOLUTIONS LL	402.67			
501442	09/30/2025	PRINTED	101866	ODP BUSINESS SOLUTIONS LL	66.89			
501443	09/30/2025	PRINTED	101757	OPERATIONAL TECHNICAL SER	53,171.52			
501444	09/30/2025	PRINTED	100913	PACE SUPPLY CORP	979.57			
501445	09/30/2025	PRINTED	101121	PACIFIC BAY EQUIPMENT	26.26			
501446	09/30/2025	PRINTED	100334	PACIFIC COAST SEED INC	2,347.50			
501447	09/30/2025	PRINTED	100678	PACIFIC FIRE SAFE FIRE EX	7,019.09			
501448	09/30/2025	PRINTED	100033	PACIFIC GAS & ELECTRIC	174,569.90			
501449	09/30/2025	PRINTED	102958	PACIFIC OFFICE AUTOMATION	29.65			
501450	09/30/2025	PRINTED	100601	PACIFIC PRODUCE INC	3,215.95			
501451	09/30/2025	PRINTED	103553	PACIFIC SURFACING LLC	3,820.00			
501452	09/30/2025	PRINTED	100439	PELCO SALES & SERVICE INC	3,809.87			
501453	09/30/2025	PRINTED	100614	PENINSULA UNIFORMS & EQUI	2,298.24			
501454	09/30/2025	PRINTED	100614	PENINSULA UNIFORMS & EQUI	1,032.97			
501455	09/30/2025	PRINTED	101670	PERRY JOHNSON LABORATORY	5,925.00			
501456	09/30/2025	PRINTED	100413	PERS LONG TERM CARE PROGR	218.41			
501457	09/30/2025	PRINTED	101034	PETERSON TRUCKS INC	710.67			
501458	09/30/2025	PRINTED	101380	PREFERRED ALLIANCE INC	553.83			
501459	09/30/2025	PRINTED	100638	PUBLIC RISK MANAGEMENT AS	425.00			
501460	09/30/2025	PRINTED	103187	QUADIENT FINANCE USA INC	1,726.52			
501461	09/30/2025	PRINTED	100465	QUADIENT INC	34.45			
501462	09/30/2025	PRINTED	100570	R & S ERECTION NORTH PENI	1,326.70			
501463	09/30/2025	PRINTED	100123	R & H REPAIRS	1,657.52			
501464	09/30/2025	PRINTED	100317	R&S ERECTION OF SAN MATEO	301.00			
501465	09/30/2025	PRINTED	102306	RAVNTECH CORPORATION	19,584.21			
501466	09/30/2025	PRINTED	100320	REEVES COMPANY INC	39.90			
501467	09/30/2025	PRINTED	102129	REXEL USA INC	2,880.27			
501468	09/30/2025	PRINTED	103089	RINGCENTRAL INC	604.81			
501469	09/30/2025	PRINTED	103524	ROLF MELANDER	201.00			
501470	09/30/2025	PRINTED	103139	ROMEL 400 LLC	348.40			
501471	09/30/2025	PRINTED	103496	RONALDO BARBA	839.80			
501472	09/30/2025	PRINTED	102439	ROSS JACKSON	538.52			
501473	09/30/2025	PRINTED	102346	RUBEN GONZALEZ	145.00			
501474	09/30/2025	PRINTED	102346	RUBEN GONZALEZ	144.00			
501475	09/30/2025	PRINTED	102048	RUTH WEST	800.00			
501476	09/30/2025	PRINTED	100670	RYDIN	665.43			
501477	09/30/2025	PRINTED	100479	S & S WORLDWIDE INC	1,551.35			
501478	09/30/2025	PRINTED	102596	S F UNDERGROUND	6,500.00			
501479	09/30/2025	PRINTED	100013	SAFETY KLEEN SYSTEMS INC	2,397.14			
501480	09/30/2025	PRINTED	103425	SALAS O'BRIEN ENGINEERS I	2,860.00			
501481	09/30/2025	PRINTED	101050	SALLY SWANSON ARCHITECTS	55,506.90			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501482	09/30/2025	PRINTED	103526	SAMER BAQLEH	3,335.62			
501483	09/30/2025	PRINTED	103482	SAN FRANCISCO BALLET ASSO	4,200.00			
501484	09/30/2025	PRINTED	101232	SAN MATEO CART SERVICE	3,000.00			
501485	09/30/2025	PRINTED	102314	SAN MATEO CONSOLIDATED FI	1,650.00			
501486	09/30/2025	PRINTED	100277	SAN MATEO COUNTY CONTROLL	71,531.00			
501487	09/30/2025	PRINTED	100061	SAN MATEO COUNTY ENVIRONM	7,888.00			
501488	09/30/2025	PRINTED	100061	SAN MATEO COUNTY ENVIRONM	989.80			
501489	09/30/2025	PRINTED	102296	SAN MATEO COUNTY FIRE COU	1,650.00			
501490	09/30/2025	PRINTED	100719	SAN MATEO COUNTY SHERIFFS	4,996.00			
501491	09/30/2025	PRINTED	102935	SAN MATEO COUNTY SHERIFF	112.50			
501492	09/30/2025	PRINTED	103515	SAVIANO CO INC	5,000.00			
501493	09/30/2025	PRINTED	100941	SERVICE PRESS INC	247.18			
501494	09/30/2025	PRINTED	100919	CITY AND COUNTY OF SAN FR	279,561.43			
501495	09/30/2025	PRINTED	103499	SGS NORTH AMERICA INC	812.79			
501496	09/30/2025	PRINTED	100500	SHOE DEPOT INC	148.33			
501497	09/30/2025	PRINTED	101291	SHRED WORKS INC	788.00			
501498	09/30/2025	PRINTED	101975	SMCPCSA	210.00			
501499	09/30/2025	PRINTED	101922	SPECIALTY SERVICES	5,300.00			
501500	09/30/2025	PRINTED	103532	SPOTLIGHT ROOFING	201.00			
501501	09/30/2025	PRINTED	100435	ST FRANCIS ELECTRIC INC	3,890.20			
501502	09/30/2025	PRINTED	100790	STANDARD PLUMBING SUPPLY	19.39			
501503	09/30/2025	PRINTED	102319	STEPFORD	500.44			
501504	09/30/2025	PRINTED	100972	STEPFORD INC	103.91			
501505	09/30/2025	PRINTED	103533	STEPHANIE LUK	597.04			
501506	09/30/2025	PRINTED	103554	STEPHANIE SUEN	500.00			
501507	09/30/2025	PRINTED	100014	STEWART CHEVROLET CADILLA	45.21			
501508	09/30/2025	PRINTED	102573	SUPER ROOFING CO	201.00			
501509	09/30/2025	PRINTED	100679	SUPERCO SPECIALTY PRODUCT	1,015.58			
501510	09/30/2025	PRINTED	100708	SWINERTON MANAGEMENT & CO	31,261.50			
501511	09/30/2025	PRINTED	100600	SYNAGRO WEST LLC	1,357.78			
501512	09/30/2025	PRINTED	100335	T SHIRT FEVER	765.63			
501513	09/30/2025	PRINTED	102045	TAPCO	7,428.32			
501514	09/30/2025	PRINTED	100305	TELECOMMUNICATIONS ENGINE	3,024.50			
501515	09/30/2025	PRINTED	100305	TELECOMMUNICATIONS ENGINE	409,278.72			
501516	09/30/2025	PRINTED	102292	TELECOMMUNICATIONS ENGINE	24,470.92			
501517	09/30/2025	PRINTED	101245	TETRA TECH INC	32,373.45			
501518	09/30/2025	PRINTED	100053	THE ADAM HILL COMPANY	1,194.46			
501519	09/30/2025	PRINTED	103516	THE OLYMPIC CLUB	17,906.47			
501520	09/30/2025	PRINTED	102150	THE REGIONAL TRANING CENT	2,598.00			
501521	09/30/2025	PRINTED	100396	THOMAS PRUDDEN	720.00			
501522	09/30/2025	PRINTED	103530	TIPCO CONSTRUCTION INC	501.00			
501523	09/30/2025	PRINTED	101942	TMI CONSULTING INC	1,192.10			
501524	09/30/2025	PRINTED	103504	TOAN NGUYEN	1,000.00			
501525	09/30/2025	PRINTED	102625	TOM LEE ROOFING INC	201.00			
501526	09/30/2025	PRINTED	103555	TOWN & COUNTRY CONTRACTOR	3,500.00			
501527	09/30/2025	PRINTED	100376	TRAFFIC PARTS INC	21,442.38			
501528	09/30/2025	PRINTED	102771	TRENTON WATERMAN	775.40			
501529	09/30/2025	PRINTED	103481	TRI TECH FORENSICS INC	461.60			
501530	09/30/2025	PRINTED	100554	TURBO DATA SYSTEMS INC	9,973.14			
501531	09/30/2025	PRINTED	101053	TYLER TECHNOLOGIES INC	6,261.92			
501532	09/30/2025	PRINTED	100783	ULINE INC	5,359.13			
501533	09/30/2025	PRINTED	101822	UNDERGROUND REPUBLIC WATE	8,244.30			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
501534	09/30/2025	PRINTED	100664	UNIVAR SOLUTIONS USA INC	78,703.24			
501535	09/30/2025	PRINTED	103006	US FOODS INC	7,156.33			
501536	09/30/2025	PRINTED	101450	VALERIA CRISTINA SANTANA	3,500.00			
501537	09/30/2025	PRINTED	103009	VALLEY OIL COMPANY	2,741.51			
501538	09/30/2025	PRINTED	103535	VAZQUEZ ROOFING	201.00			
501539	09/30/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	39.02			
501540	09/30/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	4,163.10			
501541	09/30/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	78.04			
501542	09/30/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	39.02			
501543	09/30/2025	PRINTED	100603	VERIZON WIRELESS SERVICES	440.44			
501544	09/30/2025	PRINTED	100891	VESTRA RESOURCES INC	330.00			
501545	09/30/2025	PRINTED	103514	VICTOR GEMORA	240.00			
501546	09/30/2025	PRINTED	103508	VICTORIA MERRITT	447.00			
501547	09/30/2025	PRINTED	103529	VILLAGE IN THE PARK HOA	651.00			
501548	09/30/2025	PRINTED	101927	VINCENT CELI ACADEMIA JR	600.00			
501549	09/30/2025	PRINTED	102743	VINTAGE CONSTRUCTION & RE	4,211.61			
501550	09/30/2025	PRINTED	101974	VOLER STRATEGIC ADVISORS	10,000.00			
501551	09/30/2025	PRINTED	101183	WAVE BROADBAND	254.59			
501552	09/30/2025	PRINTED	103219	WAXIE SANITARY SUPPLY	886.69			
501553	09/30/2025	PRINTED	100821	WEST COAST CODE CONSULTAN	17,630.50			
501554	09/30/2025	PRINTED	103420	WEST YOST & ASSOCIATES IN	32,787.87			
501555	09/30/2025	PRINTED	102902	WESTERN ENTERPRISES	2,000.00			
501556	09/30/2025	PRINTED	100761	WESTERN TRUCK FABRICATION	355.96			
501557	09/30/2025	PRINTED	100628	WHITE CAP LP	229.02			
501558	09/30/2025	PRINTED	102283	WOODSIDE FIRE PROTECTION	1,650.00			
501559	09/30/2025	PRINTED	101328	WRECO	24,158.98			
501560	09/30/2025	PRINTED	103287	XYBIX SYSTEMS INC	34,875.96			
501561	09/30/2025	PRINTED	103536	YAOLUAN WU	4,901.00			
501562	09/30/2025	PRINTED	101355	PROPRINT	8,913.11			
501563	09/30/2025	PRINTED	103527	ZHAO FENG GUAN	4,901.00			
501564	09/30/2025	PRINTED	103528	ZHI HUI XUE	4,901.00			
501565	09/30/2025	PRINTED	102205	ZONE 4 CONSTRUCTION INC	39,191.08			
501566	09/30/2025	PRINTED	102234	ZOON ENGINEERING INC	50,087.26			
501567	09/30/2025	PRINTED	100445	ZUMAR INDUSTRIES INC	30,961.18			
		346 CHECKS		CASH ACCOUNT TOTAL	3,862,791.81	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
346 CHECKS	FINAL TOTAL	3,862,791.81	.00

** END OF REPORT - Generated by Mei Wu **

Meeting Date: October 27, 2025

Subject: **Public Hearing on the Censure of Councilmember Pamela DiGiovanni Pursuant to the City Council's Internal Discipline and Censure Policy**

Recommended Action

Conduct a public hearing to consider Resolution of Censure for Councilmember Pamela DiGiovanni.

Background

This report is submitted to the City Council in accordance with the Daly City Council's Internal Discipline and Censure Policy (Resolution No. 25-47). The censure process was initiated following multiple formal complaints from city employees regarding the conduct of Councilmember Pamela DiGiovanni. After an Ethics Committee review, the city retained a neutral third-party investigator to evaluate the allegations. The investigator conducted interviews and reviewed documentation submitted by both the complainants and city records. Councilmember Pamela DiGiovanni did not respond to repeated interview requests.

On October 1, 2025, formal notice was issued to Councilmember DiGiovanni detailing the allegations and the scheduled censure hearing. In compliance with Section IV(a) of the Censure Policy, the city provided all required redacted evidence, including two independent investigative reports, internal memoranda, and previous resolutions concerning Councilmember conduct.

The hearing was originally scheduled for October 13, 2025, but was later rescheduled to October 27, 2025, at Councilmember DiGiovanni's request to allow additional preparation time. The notice was delivered via email and Federal Express, fulfilling the 10-day statutory notice period.

Councilmember DiGiovanni was informed of her rights under the Censure Policy, which include the opportunity to respond in writing or at the hearing, the right to present evidence and witnesses, the right to counsel, and the opportunity to rebut findings.

Discussion

a. Procedure Overview

The censure hearing is conducted in accordance with the Daly City Censure Policy. The City Attorney will present findings from the investigation, after which Councilmember DiGiovanni may respond, offer evidence, or call witnesses. Public comment will be received before the Council proceeds to deliberation and decision.

b. Summary of Allegations and Narrative Overview

The investigation, supported by witness statements and City records, identified multiple instances of conduct by Councilmember DiGiovanni that violated ethical standards. Summary of key findings includes:

1. **Abuse of Authority** –Directed an off-duty City employee to engage in personal matters, creating discomfort and concern due to the nature of the request.
2. **Harassment and Disruptive Conduct** – Racially insensitive behavior at a public cultural event, which was corroborated by witness statements.
3. **Hostility and Disruptive Behavior Toward a Fellow Councilmember** – Verbal confrontation at a public event, violating standards of decorum.
4. **Noncompliance with Council Prior Admonishment** – Failure to complete required training or issue an apology following a prior resolution of admonishment.
5. **Refusal to Participate in Investigations** – No response to repeated interview requests.
6. **Violation of Daly City Municipal Code** – The conduct violated §2.02.080 (Entrustment of Administrative Service) and §2.02.090 (Relations with Staff).

c. Recommendations for Council Determination

The City Council may consider a range of disciplinary actions based on findings and the seriousness of the conduct. Options include:

1. Notice of Admonition: A formal admonishment may be issued without censure, serving as a public warning and direction to comply with standards.

2. Public Censure: If the Council determines the conduct warrants public discipline, it may adopt a resolution of censure. If so, the Council may consider including the following conditions:
    - Removal from all committees for a minimum of six (6) months.
    - Prohibition on ceremonial certificates prepared or issued by City staff for a minimum of six (6) months.
    - Mandatory participation in professional conduct, harassment prevention, and ethics trainings, including anger-management and sensitivity courses, to be coordinated through the Human Resources Department to be completed within six (6) months.
    - Oversight by the City Manager regarding any direct interactions with the City for six months.
    - Conditional reinstatement to roles and participation only upon completion of all required training and satisfactory review by the Council.

3. No Immediate Disciplinary Action: The Council may choose to take no disciplinary action at this time.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or Councilmembers. Should the Council wish, the independent investigator is also available to provide testimony or clarification regarding the investigative findings.

Respectfully submitted,

Rose Zimmerman
City Attorney

Attachments:

1. Notice of Censure Hearing to Councilmember DiGiovanni
2. Second Notice of Censure Hearing to Councilmember DiGiovanni
3. Redacted Investigative Reports and Internal Memoranda
4. Prior Resolution of Admonishment
5. Resolution of Censure Policy

CITY OF DALY CITY
333 – 90TH STREET
DALY CITY, CA 94015-1895

ROSE ZIMMERMAN
CITY ATTORNEY'S OFFICE
(650) 991-8122

NOTICE OF CENSURESHIP HEARING

Date: October 1, 2025

To: Councilmember Pamela DiGiovanni
355 Park Plaza Drive, Apartment #307
Daly City, CA 94014

Sent: Via Email and Federal Express

Re: Notice of Censure Hearing and Enclosed Evidence

Pursuant to Section IV(a) of the City Council Internal Discipline and Censure Policy, you are notified that the City Council of Daly City has scheduled a public censure hearing regarding allegations of misconduct, to be held on:

Date: **Monday, October 13, 2025**
Time: **7:00 PM**
Location: **Daly City Council Chambers**
333 90th Street
Daly City, CA 94015

The hearing will address findings from multiple independent investigations regarding alleged misconduct, including:

1. Abuse of authority in interactions with City staff
2. Harassment and inappropriate conduct at City events
3. Improper directives to City employees in violation of municipal code
4. Failure to participate in required interviews with the independent investigator
5. Failure to comply with prior admonishment and complete corrective training

Enclosed with this Notice are redacted copies of the following investigative documents:

1. January 9, 2025 Investigative Report
2. May 16, 2025 Supplemental Report
3. Incident Report dated July 14, 2025 (Chevron Station)
4. Internal Memoranda and Correspondence
5. City Council Resolution No. 24-21

The supporting documents have been redacted to protect the identity and safety of City employees who participated in the investigations. These redactions reflect a careful balancing of the public's interest in transparency with the City's legal and ethical obligations to safeguard employees against retaliation and maintain confidentiality. The redactions do not alter the substance of the findings or the factual basis for the censure.

In accordance with Section IV(b) of the Censure Policy, you are entitled to and will receive the following due process protections:

1. Full and timely access to the allegations and evidence
2. Right to respond, in writing or orally, at the hearing
3. Right to be represented by legal counsel or advisor
4. Right to present evidence and call witnesses on your behalf
5. Right to challenge or rebut the findings presented
6. Impartiality of the decision-making body

This Notice and the supporting documents are being sent to you via email and Federal Express. Delivery of this Notice satisfies the 10-day advance notice requirement under the adopted Censure Policy.

Your receipt is not a precondition to the proceeding. However, for administrative purposes, we ask that you acknowledge receipt by replying to the City Attorney at rzimmerman@dalycity.org.

Should you wish to submit written materials or request accommodations, please notify the City Clerk no later than five (5) business days prior to the hearing date.

Sincerely,

Rose Zimmerman
City Attorney
City of Daly City

Attachments: Investigation Evidence

CITY OF DALY CITY
333 – 90TH STREET
DALY CITY, CA 94015-1895

CITY ATTORNEY'S OFFICE
(650) 991-8122

NOTICE OF RESCHEDULED CENSURE PUBLIC HEARING

Date: October 8, 2025

To: Councilmember Pamela DiGiovanni
355 Park Plaza Drive, Apartment #307
Daly City, CA 94014 *(Via Email and Regular Mail)*

Re: Rescheduled Public Hearing – Censure Consideration

Dear Councilmember DiGiovanni,

This letter serves as formal notice that the previously scheduled public hearing regarding the City Council's consideration of censure has been rescheduled to October 27, 2025, to accommodate your request for additional preparation time.

The hearing will now take place as follows:

New Hearing Date:	**Monday, October 27, 2025**
Time:	**7:00 PM**
Location:	**City of Daly City** **Daly City Council Chambers** **333 90th Street** **Daly City, CA 94015**

This rescheduling reflects a reasonable extension under the City's adopted Censure Policy (Resolution No. 25-47). While the Policy ensures your right to notice, opportunity to respond, and to be represented by counsel, it does not mandate an automatic continuance based on attorney availability. Nonetheless, the City has authorized this adjustment as an accommodation in the interest of procedural fairness.

Please note, all prior materials, including the redacted investigative reports and your due process rights, remain applicable. You are invited to submit any written response or evidence you wish the Council to consider by no later than **October 23, 2025 at 5:00 PM**.

Should you wish to pick up a printed copy of the hearing packet at City Hall, please notify the City Attorney's Office.

Sincerely,

Rose Zimmerman
City Attorney

1.January 9, 2025 Investigative Report

VAN DERMYDEN MAKUS

Investigations Law Firm

CONFIDENTIAL

INVESTIGATIVE REPORT

City of Daly City

Report Concerning Councilmember Pamela DiGiovanni

January 9, 2025

DRAFT

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I. Introduction

On November 12, 2024, Van Dermyden Makus Law Corporation commenced an independent investigation for the City of Daly City (City). The City initiated this investigation in response to allegations made against City Councilmember Pamela DiGiovanni.

On November 8, 2024, the [redacted] of the [redacted] submitted a memorandum to [redacted] alleging that he and other City employees had been "harassed" by DiGiovanni at City events. [redacted] provided six examples of alleged harassment. **Attachment 1.** Additionally, on September 27, 2024, [redacted] sent an email to [redacted] informing her of an incident at the September 26, 2024 Employee Service Awards Event when DiGiovanni encouraged [redacted] to "make sure you have everyone vote" for Theresa Faapuaa, a candidate for City Council. **Attachment 2.**

DiGiovanni declined to participate in the investigation. Because DiGiovanni did not participate in the investigation, I was unable to interview her regarding specific examples, context, dates, witnesses, or other potential evidence related to the allegations. Accordingly, I necessarily relied upon witness accounts and documentary evidence.

This Confidential Investigative Report (Report) summarizes relevant evidence and provides factual findings regarding the allegations.

II. Summary Of Findings

This section summarizes the findings for the convenience of the reader. The remainder of the Report details the evidence and analyses supporting each finding.

After a thorough review of the evidence, I make the following findings by a preponderance of the evidence:

- **May 23, 2024 Memorial Day Event.** On May 23, 2024, at the City's Memorial Day Event, DiGiovanni commented in the presence of several employees that she was going to get a "real Samoan" to run for City Council. This comment made employees who heard the comment uncomfortable.

- **September 26, 2024 Employee Service Awards Event.** On September 26, 2024, at the City's Employee Service Awards Event, DiGiovanni told [redacted] to "make sure you have everyone vote for [Theresa Faapuaa]." [redacted] was on duty at the time DiGiovanni made the comment and the incident occurred at City Hall.

- **October 11, 2024 Open House Event.** On October 11, 2024, at the City's Open House Event, DiGiovanni remarked to [redacted] "Oh, you're actually going to spend time with your family," after [redacted] informed DiGiovanni that he was not going to attend a City event scheduled for the following day. The comment offended [redacted]

- **October 19, 2024 Top of the Hill Festival.** On October 19, 2024, at the City's Top of the Hill Festival, DiGiovanni became angry at several City employees when she was prevented from

getting on the event stage and into the VIP section because she did not have a pass to be on the stage or in the VIP section. DiGiovanni's conduct made employees uncomfortable.

- **October 30, 2024 Italian Flag Raising Event.** On October 30, 2024, at the City's inaugural Italian Flag Raising Event, DiGiovanni became angry in the presence of numerous employees when she felt excluded from the flag raising ceremony. DiGiovanni's conduct made employees uncomfortable.

- **October 31, 2024 Halloween Celebration Event.** On October 31, 2024, at the City's Halloween Celebration Event, DiGiovanni remarked, in reference to [redacted] and in the presence of at least one City employee, "Don't let him drive, he might get a DUI" and "He shouldn't drink and drive." The comments offended [redacted] and made him uncomfortable.

- **November 7, 2024 Veteran's Day Event.** On November 7, 2024, at the City's Veteran's Day Event, and in the presence of at least one City employee, DiGiovanni commented on [redacted] appearance. The comments offended [redacted] and made him uncomfortable.

III. Factual Background

The following facts provide relevant background and context to the allegations. See the **Appendix** for the investigative methodology.

A. The Parties

[redacted]

Pamela DiGiovanni. DiGiovanni is a City Councilmember. She was first elected to the City Council in 2018 and re-elected in 2022. Her current term expires in November 2026. DiGiovanni declined to participate in this investigation. The attempts made to secure DiGiovanni's participation in the investigation are addressed in the **Appendix**.

B. Report By [redacted]

On November 8, 2024, [redacted] sent a memorandum to [redacted] in which he reported incidents when DiGiovanni allegedly "harassed" him and other City employees. [redacted] identified six incidents dating from May 23, 2024 through November 7, 2024. Specifically, he alleged that DiGiovanni engaged in conduct and made comments that made him and other City employees uncomfortable at the following City events: (1) May 23, 2024 Memorial Day Event, (2) October 11, 2024 Open House Event, (3) October 19, 2024 Top of the Hill Festival, (4) October 30,

[1] [redacted]

2024 inaugural Italian Flag Raising Event, (5) October 31, 2024 Halloween Celebration Event, and (6) November 7, 2024 Veteran's Day Event. **Attachment 1.**

Specific information related to what allegedly occurred at each of these events is discussed below.

C. Report By [redacted]

On September 27, 2024, [redacted] for [redacted] sent an email to [redacted] informing her that, on September 26, 2024, at the City's Employee Service Awards Event, DiGiovanni approached him and told him to "make sure you have everyone vote for [Theresa] Faapuaa." (Faapuaa was running for City Council at the time.) **Attachment 2.** Thereafter, on October 30, 2024, [redacted] sent a memorandum to the City Councilmembers reminding them of the prohibition on soliciting employees to engage in political activities while on duty. **Attachment 3.**

D. 2023 Investigation

An investigation was conducted by Ellis Investigations Law Corporation in 2023 related to prior allegations of misconduct made by certain City employees against DiGiovanni. The investigator sustained 18 of 21 allegations against DiGiovanni and, on January 22, 2024, the City Council voted to approve a Resolution Admonishing DiGiovanni based on the results of the 2023 investigation.[2]

The investigation was initiated based on complaints made by [redacted] which alleged that DiGiovanni misused City resources and mistreated [redacted] and other City employees. Five of the 19 people interviewed in the 2023 investigation were also interviewed in this investigation. Those individuals are: [redacted] and [redacted] These individuals provided information during the 2023 investigation which corroborated [redacted] allegations against DiGiovanni. They also corroborated the allegations against DiGiovanni in this investigation.

E. [redacted] Working Relationship With DiGiovanni

[redacted]

In his investigative interview, [redacted] described that his working relationship with DiGiovanni has had "a lot of conflict, from day one." He explained that DiGiovanni "launched a campaign" to attempt to block his appointment to [redacted] She also threatened to sue him several times, "accusing [redacted] of wrongdoing, publicly, to anybody that would listen." [redacted] believes that DiGiovanni has defamed him and stated that his attorney has been in communication with DiGiovanni related to the defamation claim. [redacted] further described his working relationship with DiGiovanni as "unhealthy," "undermining," and "non-productive." He also stated that DiGiovanni has made his life "a living hell."

[2] The resolution passed by a vote of 3-1. Councilmembers Juslyn Manalo, Rod Daus-Magbual, and Raymond Buenaventura voted in favor of the resolution. DiGiovanni voted against the resolution. Councilmember Glenn Sylvester was not present at the January 22, 2024 Council meeting.

Additionally, as previously noted, [redacted] brought prior complaints against DiGiovanni on behalf of himself and other City employees in 2023, which led to the prior investigation referenced in Section III.D.

F. [redacted] Working Relationship With DiGiovanni

[redacted]

[redacted] also explained that he is "constantly concerned and worried" about what could happen due to DiGiovanni's dislike of him and [redacted] He elaborated:

> It's very, very difficult to deal with as a staff member, especially because she is in such conflict with me and [redacted] and I do often go on front of her when she's on the dais. And I am constantly now, when I am around her, […] I'm constantly concerned and worried about, is something going to happen here that's going to affect my job? That's going to affect my ability to go in front of the Council and present something or ask for the authority to do something.

[redacted] added that he tries to avoid DiGiovanni to the extent possible. He explained, "I don't want to interact with her, because almost every time I interact with her, she says something inappropriate."

G. Policies

I am charged with making factual findings only.[3] I therefore do not assess whether pertinent policies have been violated. However, for the purposes of context, this section sets forth relevant policies identified during the course of the investigation.

> **City of Daly City Harassment Policy**
>
> **Policy Statement**
>
> Harassment or discrimination of an […] employee […] by a […] elected or appointed official […] on the basis of race […], national origin, ancestry […] or any other protected classification will not be tolerated.
>
> The City of Daly City is committed to maintaining a culture of diversity, equity and inclusion. We are dedicated to a nondiscriminatory approach and to provide equal opportunity for all. We foster a diverse, equitable and inclusive environment that reflects the value that each employee's unique experiences, perspectives and viewpoints add to the workplace and to our community.
>
> […]

[3] Although I utilize a legal analysis in reaching the factual determinations in this Report, I do not reach policy or legal conclusions. Instead, these findings are intended to facilitate the rendering of legal advice by the City's counsel.

Policy

The City of Daly City will not accept or tolerate any conduct that violates this Policy. Conduct need not rise to the level of a violation of law to violate this Policy. A single act can violate this Policy and provide grounds for discipline.

Harassment or discrimination against an […] employee by a […] elected or appointed official […] on the basis of race […], national origin, ancestry […] or any other protected classification […] will not be tolerated.

[…]

Definitions

A. Protected Classifications: This Policy prohibits harassment or discrimination because of an individual's protected classification. "Protected classification" includes race, […] national origin, ancestry […].

B. Policy Coverage: This Policy prohibits the City of Daly City, elected or appointed officials […] from harassing or discriminating against […] employees […] because of: 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

C. Discrimination: This policy prohibits treating individuals differently because of the individual's protected classification as defined in this Policy.

D. Harassment may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is not limited to conduct that employer's employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials […].

(1) Speech, such as epithets, derogatory comments or slurs […] on the basis of a protected classification. […]

[…]

E. Guidelines for Identifying Harassment: To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

(1) Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

(2) It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

[…]

> (5) Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive […].

Attachment 4.

IV. On May 23, 2024, At The City's Memorial Day Event, Did DiGiovanni State In The Presence Of One Or More City Employees That She Was Going To Get "A Real Samoan" To Run For City Council?

[redacted] reported that [redacted] informed him that, on May 23, 2024, at the City's Memorial Day Event, DiGiovanni told [redacted] that she was going to get "a real Samoan" to run for City Council.

[redacted] and the witnesses' relevant perspectives are discussed below.

A. Reported Concern

In his November 8, 2024 memo to [redacted] wrote the following related to a comment DiGiovanni allegedly made to [redacted] at the City's Memorial Day Event:

> On May 23, 2024, at [the City's] Memorial Day event, Councilmember DiGiovanni approached [redacted] and stated that she "was going to get a real Samoan" to run for City Council. [redacted] was very uncomfortable with this statement as it was uninvited and offensive to him.

Attachment 1.

In his investigative interview, [redacted] elaborated on this allegation. He explained that [redacted] informed him about the comment on October 31, 2024 when [redacted] asked to meet with [redacted] to discuss what [redacted] witnessed at the October 30, 2024 Italian Flag Raising event (discussed in Section VIII below). It was [redacted] understanding that DiGiovanni was referring to Theresa Faapuaa, a Samoan woman who was running for City Council at the time. According to [redacted] DiGiovanni was supporting Faapuaa for Council, because DiGiovanni wanted to be part of the majority on the Council in order to "fire" [redacted] as [redacted] believed DiGiovanni's comment made [redacted] uncomfortable, because [redacted] (along with other employees) have expressed to him that they believe they can be fired by a Councilmember. [redacted] assured [redacted] that Councilmembers do not have the right to fire employees within [redacted]

B. Witness Statements

Three witnesses had information to provide related to this allegation. [redacted] and [redacted] confirmed that DiGiovanni made the alleged comment and that the comment made them uncomfortable. [redacted] also heard the comment.

[redacted] stated that he was standing next to [redacted][4] when DiGiovanni remarked to [redacted] "We're going to get the right Samoan lady in office." [redacted] understood this to be a reference to Faapuaa, a Samoan woman who was running for City Council at the time.

The comment "threw [redacted] off guard," gave him a "weird" feeling, and made him uncomfortable. He did not understand why DiGiovanni would make the comment, especially since he did not know Faapuaa. Several months later, at the end of October 2024, [redacted] told [redacted] about the comment after [redacted] called [redacted] into his office to discuss what [redacted] witnessed at the October 30, 2024 Italian Flag Raising Event (discussed in Section VIII below).

[redacted] confirmed that he heard DiGiovanni state that she was going to get "a real Samoan" on the City Council. [redacted] understood this to be a reference to Faapuaa. Like [redacted] was "thrown off" by the comment and thought it was "weird." [redacted] self-identifies as Polynesian.

[redacted] recalled hearing DiGiovanni remark that she was going to get a "real Samoan" on the City Council. [redacted] did not recall when this happened, but recalled DiGiovanni making the comment in the presence of him and several "Polynesian guys," including [redacted][6] and possibly also [redacted]

C. Findings and Analysis – On May 23, 2024, At The City's Memorial Day Event, Did DiGiovanni State In The Presence Of One Or More City Employees That She Was Going To Get "A Real Samoan" To Run For City Council?

Yes. After a thorough review of the evidence, I make the following findings by a preponderance of the evidence.

- On May 23, 2024, at the City's Memorial Day Event, DiGiovanni commented in the presence of several employees that she was going to get a "real Samoan" to run for City Council. This comment made employees who heard the comment uncomfortable.

I make these findings for the following reasons.

First, there is direct corroboration that DiGiovanni made the comment. [redacted] and [redacted] were present when DiGiovanni made the comment and described DiGiovanni's comment in a consistent manner.

Second, there is indirect corroboration supporting that the comment was made. [redacted] reported the comment to [redacted]

[redacted]

[6] I interviewed [redacted] after [redacted] therefore, I did not ask [redacted] if he heard the alleged comment.

Third, there is evidence based on [redacted] credible account that three other employees ([redacted] were also present with [redacted] and [redacted] when DiGiovanni made the comment. Four of these employees ([redacted] and [redacted] are of Polynesian ancestry and [redacted] is married to a Samoan woman.

Fourth, [redacted] and [redacted] confirmed that the comment made them uncomfortable.

Fifth, the witnesses who heard the comment had no apparent motive to falsify allegations against DiGiovanni.

V. On September 26, 2024, At The City's Employee Service Awards Event, Did DiGiovanni Tell [redacted] To "Make Sure You Have Everyone Vote For Faapuaa"?

[redacted] alleged that, on September 26, 2024, at the Employee Service Awards Event, DiGiovanni told him to "make sure you have everyone vote for [Theresa] Faapuaa." As previously noted, Faapuaa was running for City Council at the time.

[redacted] and witnesses' relevant perspectives are discussed below.

A. Reported Concern

On September 27, 2024, [redacted] sent the following email to [redacted]

> I am sending you this email to inform you of the conversation [I] had with [DiGiovanni] as I was waiting to be signed in for the Employee Awards Lunch. During her conversing, a statement was made "make sure you have everyone vote for [Theresa] Faapuaa."[7] I just brushed it off but felt it was not a place I should be discussing any political activity. Later when I was talking to [redacted] about this as I grabbed my soda, [redacted] chimed in that he heard her also make that statement."

Attachment 2.

Thereafter, after [redacted] requested additional information, [redacted] informed [redacted] that he was inside City Hall when DiGiovanni made the comment. He also noted that when she made the comment, DiGiovanni was "leaning on" him and "tapping [his] shoulder," however, he noted he "did not feel there was any ill intent." He also added that he "did not feel harassed or threatened." Instead, he "felt the political conversation at the event was not the correct forum." **Attachment 2.**

In his investigative interview, [redacted] elaborated on this allegation. [redacted] stated that he told [redacted] what DiGiovanni said shortly after DiGiovanni made the comment, while the event was still underway. In response, [redacted] agreed with [redacted] that it was inappropriate for DiGiovanni to "politicize" an event intended to celebrate employees. [redacted] also repeated in his investigative interview that [redacted] told him that he heard DiGiovanni's comment.

[redacted]

[7] In her Candidate Statement, Faapuaa noted that she had DiGiovanni's endorsement. https://www.dalycity.org/1209/2024-Election

[redacted]

B. Witness Statements

Two witnesses had information to provide related to this allegation. [redacted] recalled that [redacted] told him what happened on the same day of the event and said he heard [redacted] state that he also heard the comment. [redacted] stated in his investigative interview that he did not recall hearing the comment.

[redacted] confirmed that [redacted] told him at the September 26, 2024 Employee Service Awards Event that DiGiovanni told [redacted] to "make sure you have everyone vote for Faapuaa." [redacted] stated that he was also present at the same event when [redacted] informed [redacted] and [redacted] that he had heard DiGiovanni's comment to [redacted]

[redacted] explained that he first observed DiGiovanni interacting with [redacted] when [redacted] was still on the third floor of City Hall. [redacted] explained that cameras face various locations in City Hall so he was able to see on a big screen TV that DiGiovanni was on the second floor of City Hall near [redacted] According to [redacted] DiGiovanni was "invading [redacted] space," "putting [her] hand right up to [redacted] face," and "shouldering" him. Shortly thereafter, when [redacted] went downstairs he asked [redacted] if he was "all right." In response, [redacted] told him he was okay but that DiGiovanni told him, "You need to get everybody to vote for Theresa Faapuaa." When [redacted] was discussing what happened with [redacted] [redacted] approached and said he had heard what DiGiovanni said to [redacted]

[redacted]. [redacted]. [redacted] confirmed that he was present at the Employee Service Awards Event on September 26, 2024 and that he spoke with [redacted] at the event. However, he claimed not to recall hearing DiGiovanni tell [redacted] to make sure everyone voted for Faapuaa for City Council. He also did not recall telling [redacted] and [redacted] that he heard the comment.

C. Findings and Analysis – On September 26, 2024, At The City's Employee Service Awards Event, Did DiGiovanni Tell [redacted] To "Make Sure You Have Everyone Vote For Faapuaa"?

Yes. After a thorough review of the evidence, I make the following findings by a preponderance of the evidence.

- On September 26, 2024, at the City's Employee Service Awards Event, DiGiovanni told [redacted] to "make sure you have everyone vote for [Faapuaa]." [redacted] was on duty at the time DiGiovanni made the comment and the incident occurred at City Hall.

I make these findings for the following reasons.

First, there is indirect corroboration supporting [redacted] account. [redacted] reported what happened to [redacted] in writing, one day after the event. [redacted] also recalled that [redacted] told him about the comment on the day of the event. [redacted] further observed DiGiovanni interacting with [redacted] on the day of the event before [redacted] told him what DiGiovanni had said.

Second, both [redacted] and [redacted] heard [redacted] confirm that he heard the comment. While [redacted] claimed not to recall hearing the comment, he did not deny the possibility that DiGiovanni made the comment. I find [redacted] account, which is corroborated by his contemporaneous documentation of the

incident, and [redacted] corroboration to be more persuasive than [redacted] claimed lack of recollection, which may have been influenced by his apprehension about becoming involved in this investigation.

Third, it is plausible DiGiovanni made the comment given her prior comment (discussed in Section IV) that she would get a "real Samoan" to run for City Council. Faapuaa was running for City Council at the time and is Samoan. She also had DiGiovanni's endorsement for the Council seat.

Fourth, [redacted] and [redacted] had no apparent motive to falsify allegations against DiGiovanni. While I recognize that, based on his own account, [redacted] has a strained working relationship with DiGiovanni, I found no evidence to conclude that [redacted] would make false claims against DiGiovanni.

Fifth, it is undisputed that [redacted] was on duty at the time DiGiovanni made the comment and that the incident occurred at City Hall.

VI. On October 11, 2024, At The City's Open House Event, Did DiGiovanni Remark To [redacted] "Oh, You're Actually Going To Spend Time With Your Family" After [redacted] Informed DiGiovanni That He Was Not Going To Attend A City Event Scheduled For The Following Day?

[redacted] alleged that, on October 11, 2024, at the City's Open House Event, DiGiovanni remarked, "Oh, you're actually going to spend time with your family" after [redacted] informed DiGiovanni that he was not going to attend a City event scheduled for the following day. The comment offended [redacted]

[redacted] account is discussed below. No witnesses were present.

A. Reported Concern

In his November 8, 2024 memo to [redacted] wrote the following related to an incident that allegedly occurred between him and DiGiovanni at the City's October 11, 2024 Open House Event:

> On October 11, 2024, at [the City's] Open House event, Councilmember DiGiovanni approached me unprovoked and asked if I was going to be attending an event taking place the next day (Bayshore Block Party). I replied to her that I was not going to attend, but that I would be "spending time with my family." Councilmember DiGiovanni replied in an offensive tone, "Oh, you're actually going to spend time with your family." The tone and tenor of how she said it made me feel as if she was trying to embarrass me for working at too many events and not spending enough time with my family. I felt offended and belittled by what she said and how she said it to me.

Attachment 1.

In his investigative interview, [redacted] elaborated on this allegation. He explained that he took offense to the comment, because he believed DiGiovanni was implying that [redacted] worked too hard and did not spend enough time with his family. He also described the tone and tenor of the comment as "dismissive," "unsympathetic," "sarcastic," and non-empathetic.

B. Witness Statements

No witnesses had information to provide related to this allegation. According to [redacted] no one else was present when DiGiovanni made the comment.

C. Findings and Analysis – On October 11, 2024, At The City's Open House Event, Did DiGiovanni Remark To [redacted] "Oh, You're Actually Going To Spend Time With Your Family" After [redacted] Informed DiGiovanni That He Was Not Going To Attend A City Event Scheduled For The Following Day?

Yes. After a thorough review of the evidence, I make the following findings by a preponderance of the evidence.

- On October 11, 2024, at the City's Open House Event, DiGiovanni remarked to [redacted] "Oh, you're actually going to spend time with your family," after [redacted] informed DiGiovanni that he was not going to attend a City event scheduled for the following day. The comment offended [redacted]

I make these findings for the following reasons.

First, even though there were no witnesses to the comment, there is indirect corroboration supporting [redacted] account. [redacted] reported what happened to [redacted] in writing, within a month of the alleged comment.

Second, the fact that I find DiGiovanni made other comments to [redacted] that offended him and made him uncomfortable lends support for finding that DiGiovanni also made the comment alleged at the City's Open House Event. (See Sections IX and X below for other findings related to DiGiovanni's comments directed at [redacted]

Third, I find [redacted] had no apparent motive to falsify allegations against DiGiovanni. Although he disclosed that he has a close relationship with [redacted] who indisputably has a strained relationship with DiGiovanni, I found no evidence to suggest that [redacted] would make false allegations against DiGiovanni.

VII. On October 19, 2024, At The City's Top Of The Hill Festival, Did DiGiovanni Become Angry At Several City Employees When She Was Prevented From Getting On The Event Stage And Into The VIP Section Because She Did Not Have A Pass To Be On The Stage Or In The VIP Section?

[redacted] and six other witnesses alleged that DiGiovanni became angry at several City employees when she was prevented from getting on the event stage and into the VIP section at the Top of the Hill Festival, because she did not have a pass to be on the stage or in the VIP section. DiGiovanni's conduct made employees uncomfortable.

[redacted] and witnesses' relevant perspectives are discussed below.

A. Reported Concern

In his November 8, 2024 memo to [redacted] wrote the following related to DiGiovanni's alleged conduct at the City's October 18, 2024 Top of the Hill Festival:

> On October 19, 2024, at [the City's] Top of the Hill Festival, Councilmember DiGiovanni approached [redacted] and [redacted] who were assisting the [redacted] of the event and attempted to walk on stage. All three told her that only those with "All Access" passes could go on stage. Both [redacted] were instructed by the [redacted] that for security reasons, and through discussions with the entertainers, those without the passes could not be on stage. Councilmember DiGiovanni still insisted on going on stage by saying, "I'm part of the City Council", this [not letting me on stage] is to embarrass me", and she pointed her finger at them all and said "shame". [redacted] expressed to me that they were very uncomfortable with the way Councilmember DiGiovanni spoke to them and they were afraid it might affect their employment.

Attachment 1.

[redacted] reiterated during his investigative interview that [redacted] and [redacted] informed him that DiGiovanni became "upset" with them, "wagged" her finger at them, and told them "shame" when they did not allow her on the stage because she did not have a pass to be on stage. DiGiovanni also reportedly told [redacted] and [redacted] that they were trying to "embarrass" her by not letting her on stage. [redacted] recalled that [redacted] and [redacted] shared this information with him two days after the Top of the Hill Festival, on October 21, 2024. According to [redacted] and [redacted] expressed concern that their jobs might be at risk because they did not allow DiGiovanni on the stage. Although [redacted] was not present at the time DiGiovanni allegedly got upset with [redacted] and [redacted] witnessed DiGiovanni appearing to "yell" at [redacted] However, [redacted] was not close enough to hear what DiGiovanni said to [redacted]

B. Witness Statements

Six witnesses had information to provide related to this allegation. All the witnesses confirmed that DiGiovanni became angry at the event when she was initially not allowed onto the stage or into the VIP section. The witnesses confirmed that DiGiovanni's conduct made employees uncomfortable.

[redacted] confirmed that DiGiovanni became upset with him and [redacted] when they did not allow her on the stage at the Top of the Hill Festival. [redacted] provided the following account:

> We were told that nobody should enter the stage without a pass. So, she was trying to come up on stage and we told her, "Sorry, you can't come up on stage without a pass." And she said, "Well, I'm a Councilmember." And I said, "I understand but you can't come up here without any pass." And she said, "Oh, I know what you guys are trying to do. You're trying to embarrass me. Shame on you guys. I'm a Councilmember. I shouldn't be treated like this." And I said, "I'm sorry, I'm just told to do my job."

Shortly thereafter, DiGiovanni got the attention of one of the speakers on the stage – San Mateo County Supervisor David Canepa. Once he noticed DiGiovanni, Canepa invited DiGiovanni on stage.

[redacted] confirmed that the way DiGiovanni treated him made him uncomfortable given that he was simply following the instruction he received not to allow people on stage without a pass.

Like [redacted] noticed DiGiovanni "yelling" at [redacted] after she was not allowed onstage by [redacted] and [redacted] However, due to the noise near the stage, [redacted] was unable to hear what DiGiovanni said to [redacted]

[redacted] is a [redacted] confirmed that DiGiovanni became upset with him and [redacted] when they did not allow her on the stage at the Top of the Hill Festival. [redacted] provided the following account:

> I was basically told not to let anybody without a pass to get [on the stage]. So, I informed [DiGiovanni] that I was given those instructions no matter what position anybody held. […] And basically she was just infuriated. She's mad that she wasn't able to get up on the stage and she just kept repeating the same thing saying that she's a Councilmember and that what we were doing is ridiculous. […] I was just doing my job.

[redacted] also recalled DiGiovanni pointing her finger at [redacted] and [redacted] and stating "shame" as she walked away from the stage. Thereafter, DiGiovanni got [redacted] attention and he invited her onto the stage. [redacted] confirmed that the incident made him uncomfortable given DiGiovanni's position as a Councilmember and the fact she was angry because [redacted] and [redacted] did not let her onto the stage.

[redacted] was present near the stage at the Top of the Hill Festival and witnessed DiGiovanni become "livid" when the "bouncers" on the stage did not let DiGiovanni onto the stage. [redacted] recalled DiGiovanni "pacing like an animal" as she tried to get onto the stage. DiGiovanni was not allowed onto the stage until she was invited onto the stage by Supervisor Canepa, along with a group of employees, which included [redacted]

[redacted] recalled that DiGiovanni got angry when [redacted] and [redacted] did not provide DiGiovanni with a pass to get on the stage and into the VIP section. DiGiovanni complained to [redacted] that the employees told her she could not obtain a pass because she did not vote in favor of allocating funds for the event. However, when [redacted] looked into the matter, he learned that [redacted] had instead informed DiGiovanni that she could not get a pass because she had not RSVP'd for the event, which was required to obtain a pass. [redacted] also heard from someone at the event (he did not recall from whom) that DiGiovanni was upset that [redacted] and [redacted] did not allow her onto the stage without a pass. [redacted] also witnessed DiGiovanni pointing at [redacted] and [redacted] when she was near the stage.

[redacted] is an [redacted] a position she has held since June 2023 when she was hired by the City. [redacted] was responsible for organizing the Top of the Hill Festival. [redacted]

noted that [redacted] was responsible for "taking care of the VIP list" and stated that "we were very, very stern about" not letting anyone into the VIP section who had not RSVP'd.

[redacted]

[redacted] At the Top of the Hill Festival, [redacted] was responsible for checking in individuals who had RSVP'd for the event and were on the VIP list. [redacted] recalled that DiGiovanni approached her and asked for a badge. At that point, [redacted] did not know DiGiovanni was a Councilmember. When [redacted] saw that DiGiovanni was not on the VIP list, [redacted] told DiGiovanni she was not allowed to give her a badge. [redacted] referred DiGiovanni to the [redacted] "or his crew." DiGiovanni "left in a huff." She returned shortly thereafter and told [redacted] that the [redacted] referred her back to [redacted] to obtain a badge. At that point, DiGiovanni informed [redacted] that she was a Councilmember. [redacted] reiterated that she did not have the "authority" to provide a badge to anyone who was not on the VIP list. At that point, DiGiovanni responded, "This is bullshit. This is so fucking unfair. What the fuck is going on?" DiGiovanni pointed her finger at [redacted] during this exchange.

[redacted] then approached and told DiGiovanni that she was not on the VIP list because she had not RSVP'd for the event. DiGiovanni replied to [redacted] "That's bullshit. There's no fucking way I shouldn't have a ticket." Then she "stormed off." After she walked away, [redacted] heard DiGiovanni "yelling" "profanities" at others. She believed DiGiovanni was yelling at the "two security people" that did not let her onto the stage.

[redacted] confirmed that DiGiovanni's conduct made her uncomfortable. She explained, "It made me nervous. I'm a new employee and I'm just trying to work." [redacted] did not understand DiGiovanni's "combativeness." Since the Top of the Hill Festival, [redacted] has avoided DiGiovanni.

C. Findings and Analysis – On October 19, 2024, At The City's Top Of The Hill Festival, Did DiGiovanni Become Angry At Several Employees When She Was Prevented From Getting On The Event Stage And Into The VIP Section Because She Did Not Have A Pass To Be On The Stage Or In The VIP Section?

Yes. After a thorough review of the evidence, I make the following findings by a preponderance of the evidence.

- On October 19, 2024, at the City's Top of the Hill Festival, DiGiovanni became angry at several City employees when she was prevented from getting on the event stage and into the VIP section because she did not have a pass to be on the stage or in the VIP section. DiGiovanni's conduct made employees uncomfortable.

I make these findings for the following reasons.

First, seven witnesses corroborated that DiGiovanni became angry at several employees who prevented her from getting onto the stage and into the VIP section because she did not have a pass to do so. DiGiovanni pointed her finger at [redacted] and [redacted] told them "shame" when they did not allow her onstage without a pass, and told them they were trying to embarrass her. Four witnesses ([redacted] and [redacted] corroborated [redacted] and [redacted] assertion that DiGiovanni expressed her anger at them for not allowing her onstage without a pass. DiGiovanni's conduct made [redacted] and [redacted] uncomfortable and they reported what happened to [redacted] within two days of the incident.

Additionally, DiGiovanni became angry at [redacted] when [redacted] did not allow DiGiovanni into the VIP section without a pass. DiGiovanni pointed her finger at [redacted] and directed profanities at [redacted] account of what occurred was corroborated by [redacted] and [redacted] DiGiovanni's conduct made [redacted] uncomfortable.

Second, I find no apparent motive for the witnesses to falsify allegations against DiGiovanni.

VIII. On October 30, 2024, At The City's Inaugural Italian Flag Raising Event, Did DiGiovanni Become Angry In The Presence Of City Employees Because She Felt Excluded From The Flag Raising Ceremony?

[redacted] and eight other witnesses alleged that DiGiovanni became angry at the Italian Flag Raising Event and complained to [redacted] and other City employees about being excluded from participating in the flag raising ceremony. DiGiovanni's conduct made employees uncomfortable.

[redacted] and witnesses' relevant perspectives are discussed below.

A. Reported Concern

In his November 8, 2024 memo to [redacted] wrote the following account related to DiGiovanni's alleged conduct at the City's October 30, 2024 Inaugural Italian Flag Raising Event:

On October 30, 2024, at the inaugural Italian Flag Raising event held at City Hall, two employees that work in [redacted] approached me with concern and worry after an interaction with Councilmember DiGiovanni. I spoke with both [redacted] and [redacted] at the event when they expressed their concern, and the next morning in my office as a follow-up.

Immediately following the Italian Flag Raising, Councilmember DiGiovanni approached [redacted] and complained to him about the event. [redacted] remembers her saying the following words in a very agitated and angry way; "people didn't want to recognize me", and "I know who this is coming from". The last phrase was particularly concerning to [redacted] because he believed this was Councilmember DiGiovanni complaining and directing anger toward the [redacted] Thomas J. [redacted] believed she was trying to create a conflict between himself and [redacted] which he did not want, nor did he even ask the Councilmember to come over and talk to him. As Councilmember DiGiovanni spoke these words, [redacted] saw that [redacted] was near enough that he could hear the conversation which caused [redacted] to feel extremely uncomfortable because he was being put by Councilmember DiGiovanni in a situation where he was being forced to agree with her or walk away from her immediately. [redacted] was fearful of walking away from the Councilmember because he had an understanding that she could complain about him and cause him problems with his employment here at Daly City. His response to Councilmember DiGiovanni was that he knew nothing about the event and that he was just a worker for the City. He walked away from her and approached me immediately and explained what happened. His demeanor when he approached me was very anxious and worried as he told me Councilmember DiGiovanni's words to him.

As the above took place, [redacted] was next to [redacted] and witnessed this incident. After Councilmember DiGiovanni spoke these words to [redacted] she spoke similar words to [redacted] He was also concerned and uncomfortable with this interaction and immediately walked over to [redacted] and told him what had just happened and then walked over to me.

Councilmember DiGiovanni continued to complain after speaking to [redacted] and [redacted] I witnessed her yelling at [redacted] the following words; "I should have been involved in this and should have been able to speak", "I am the first female Italian American on the Council which was proven by the Colma Historical Society", and "I wasn't made aware of this event". I then witnessed Councilmember DiGiovanni walk to City employees (DWWWR and DPW[8]) and continue to complain. […] [redacted] asked her to stop poisoning the employees after which Councilmember DiGiovanni yelled back that she has "freedom of speech." She then walked off to the City Hall parking lot.

Attachment 1.

[8] Department of Public Works.

In his investigative interview, [redacted] elaborated on these allegations. He recalled that he first learned DiGiovanni was upset when [redacted] came up to him, looking "very distressed," and said that DiGiovanni was "complaining" about not being allowed to speak at the event. [redacted] told [redacted] that he did not know how to respond to DiGiovanni and told her, "I'm just a worker. I had nothing to do with any of this." [redacted] thanked [redacted] for alerting him to the situation and told [redacted] he would discuss the matter with him after the event. [redacted] also heard from [redacted] that he was present with [redacted] when DiGiovanni was complaining about not being allowed to speak at the event.

Soon thereafter, [redacted] witnessed DiGiovanni "yelling" at [redacted] [redacted] walked closer to where DiGiovanni and [redacted] were standing, to the point where he was within "arm's length" of the two. He heard her state, "I'm the first Italian American on the Council. I should have been able to speak." After "yelling" at [redacted] [redacted] saw DiGiovanni walk towards a group of City employees and complain to them about [redacted] In response, [redacted] told DiGiovanni to "stop poisoning the employees," to which DiGiovanni "yelled out," "freedom of speech." She then walked to the parking lot and remained in the parking lot for a "long time"

The next day, October 31, 2024, [redacted] spoke with [redacted] and [redacted] about what happened. Based on that conversation, he believed [redacted] and [redacted] were uncomfortable because of DiGiovanni's conduct. [redacted] explained in his investigative interview:

> [redacted] and [redacted] […] have this misunderstanding of what a Councilmember can do. They were worried about their jobs [and] also worried about her complaining about them publicly. So, they're feeling […] very uncomfortable in the situation where they know what she's doing. She's complaining about their boss, the [redacted] and they don't know how to react. Do I sympathize with this Councilmember who has power, or at least has more power than she really does, or do I then look bad in front of my boss, the [redacted] […].

[redacted] further stated that the incident made him uncomfortable. He noted that DiGiovanni's "ego just turns it into something about her and her grievances." He added, "It's just so difficult. This is our job. We're there during working hours and we're being subject to someone turning an event into a personal grievance in front of all these people, our colleagues."

B. Witness Statements

Eight witnesses had information to provide related to this allegation. All of the witnesses confirmed that DiGiovanni became angry at the event because she felt she had been excluded from the flag raising ceremony. The witnesses also confirmed that DiGiovanni's conduct made employees uncomfortable.

[redacted] confirmed that DiGiovanni engaged in conduct at the Italian Flag Raising event that made him uncomfortable. [redacted] recalled that after the flag raising ceremony ended, he was walking with a cup of coffee and a pastry in his hands. At that time, DiGiovanni approached him and stated, "I'm Italian too. They didn't even ask me about my heritage." She blamed the Mayor and [redacted] for excluding her from the ceremony and stated that they did not appreciate her contributions. She also told [redacted] that she was not informed about the flag raising event until 11:00 p.m. the night before the event. DiGiovanni was crying when sharing this information with [redacted]

DiGiovanni's conduct made [redacted] uncomfortable because he did not know how he should respond. He explained in his interview, "I'm just a regular guy and here you are, you're a City Councilmember. You're crying to me as though I'm part of the family or something. I didn't know what to do." [redacted] recalled telling DiGiovanni, "I'm sorry to hear that." He then walked over to [redacted] and told him what happened. He told [redacted] that DiGiovanni's conduct made him uncomfortable. When he was talking to [redacted] [redacted] noticed that DiGiovanni appeared to be "yelling" at [redacted] however, he could not hear what she was saying to [redacted] [redacted] also later saw DiGiovanni "ranting and raving to herself" in the parking lot.

[redacted] confirmed that he was present at the Italian Flag Raising event when DiGiovanni was complaining about what happened at the event and said that DiGiovanni's conduct made him uncomfortable. He provided the following account:

> [DiGiovanni] turned to me and says, "I'm a first generation Italian woman, my mother and my father are both Italian, and it's not right what they did. I know who did this and this is not right. They didn't let me talk." And I just looked at her and said, "Hey, [DiGiovanni], I don't know what to say. I'm sorry." And she just kept yelling towards me saying, "This is not right. This is not right. I know what they're doing to me." And it was just a very weird moment, because everyone's around and everyone's just having a good time and this really threw it off. And it put me in a position like, […] "Whoa, what did I do?" And then she was going to other people saying the same thing. So, it was just an uncomfortable moment.

After DiGiovanni engaged in this conduct, [redacted] immediately told [redacted] what happened and told him that he thought what DiGiovanni did was "not cool." [redacted] did not recall what [redacted] said in response.

[redacted] assumed DiGiovanni was angry at [redacted] because he recalled DiGiovanni saying, "I know it's him. I know it's him trying to do this to me." DiGiovanni also claimed she did not know the event was happening until the day of the event. In response to that claim, [redacted] heard [redacted] state to DiGiovanni that he had informed everyone about the event two days prior.

[redacted] stated that DiGiovanni yelled at and argued with him at the Italian Flag Raising event. He recalled her stating, "You did this to me. You left me out. You did this to me." She also stated that she is the only Italian American on the City Council. She also claimed she had no advance notice of the event even though all staff and Councilmembers were informed about the event two days prior.

After yelling at [redacted] DiGiovanni approached a group of employees and started telling them that [redacted] "did this" to her. [redacted] was close enough to hear what she was saying and told DiGiovanni, "Councilmember, please stop poisoning the employees." She replied, "It's freedom of speech." To which [redacted] responded, "Elected [officials] are held to a higher standard." In response, DiGiovanni "stomped off."

[redacted] further recalled that, following the event, [redacted] of [redacted] told him that she heard what DiGiovanni had said and was offended and wanted to speak up in [redacted] defense, but she did not feel comfortable doing so. As [redacted] recalled, [redacted] was offended because [redacted] is of Italian ancestry and felt DiGiovanni was ruining the event "to try to make it all about her."

[redacted] was present at the Italian Flag Raising Event and recalled hearing DiGiovanni "yelling" at [redacted] At the time, [redacted] had her back turned to DiGiovanni and [redacted] and was conversing with someone else, but she was standing within five feet of DiGiovanni and [redacted] recalled DiGiovanni state, "I have the right to do this. I have been talking about this for the last six to seven years." She perceived that DiGiovanni was "berating the whole situation." DiGiovanni's conduct was "so disappointing" to [redacted] because [redacted] is Italian American and she felt that DiGiovanni was "stomping on" a "beautiful ceremony."

[redacted] wanted to turn around and say to DiGiovanni, "Could we just focus on this amazing event that just happened?" However, she chose not to say anything because she did not know if it would be appropriate for her to speak up. After DiGiovanni walked away, however, [redacted] told [redacted] that she wanted to say something. [redacted] told her she should have said something and he would have "had her back."

[redacted] was present at the Italian Flag Raising Event and recalled witnessing DiGiovanni's anger. His recollection was vague because he was eating at the time but he recalled the following:

> I was eating and I didn't notice [anything] until everybody was looking at [DiGiovanni] and [redacted] And then that's when I heard her yelling at him. And then she looked at us and started saying, "Did you guys know?" And then that's when I just walked away, trying to walk away fast. And then I just heard [redacted] like, "Ma'am get away. Get away from my employees." And then […] I believe I heard her say, "Freedom of speech" […]

[redacted] was present during the Italian Flag Raising event and saw DiGiovanni "harassing" several employees at the event, including [redacted] and some of the "Water guys." ([redacted] did not know the names of the employees from [redacted] heard DiGiovanni telling [redacted] "what to do" but "didn't stick around [long] enough to hear a full on sentence." She also did not hear what DiGiovanni said to any employees from [redacted] However, she believed DiGiovanni was "harassing" them by the look on the men's faces and the fact their feet were pointing away from DiGiovanni, which suggested to [redacted] that DiGiovanni was making them uncomfortable. Once [redacted] saw DiGiovanni "harassing" other employees she decided, "I got to get out of here," because she did not want to also be "harassed" by DiGiovanni.

[redacted] was present during the Italian Flag Raising event and heard DiGiovanni state, "Well, I'm Italian. Why wasn't I part of [the ceremony]." [redacted] was standing next to [redacted] when DiGiovanni made this comment. After hearing DiGiovanni's remark, [redacted] "ran back" to her office because she did not want to be around once DiGiovanni became "animated."

[redacted] recalled seeing DiGiovanni walking around the parking lot after the flag raising event ended, "glaring," and seeming like she was "looking for a confrontation." He heard DiGiovanni "scream," "Equity, Equity," but did not know the context for her exclamation. He noted that DiGiovanni created "an uncomfortable scene for everyone." He later heard from [redacted] that DiGiovanni was upset because she was not included in the flag raising ceremony.

C. Findings and Analysis – On October 30, 2024, At The City's Inaugural Italian Flag Raising Event, Did DiGiovanni Become Angry In The Presence Of City Employees Because She Felt Excluded From The Flag Raising Ceremony?

Yes. After a thorough review of the evidence, I make the following findings by a preponderance of the evidence.

- On October 30, 2024, at the City's inaugural Italian Flag Raising Event, DiGiovanni became angry in the presence of numerous City employees when she felt excluded from the flag raising ceremony. DiGiovanni's conduct made employees uncomfortable.

I make these findings for the following reasons.

First, nine witnesses corroborated that DiGiovanni became angry at the flag raising event after she apparently felt excluded from the flag raising ceremony. Based on the consistent witness accounts, DiGiovanni expressed her dismay to multiple employees who were present at the event, blamed [redacted] for excluding her from the ceremony, and yelled at [redacted] in the presence of numerous employees.

Second, seven witnesses ([redacted]) and [redacted] confirmed that DiGiovanni's conduct made them uncomfortable. Three of these witnesses ([redacted]) and [redacted] reported their concern about what happened to either [redacted] or [redacted] contemporaneous to the incident.

Third, I found no apparent motive for the witnesses to falsify allegations against DiGiovanni.

IX. On October 31, 2024, At The City's Halloween Celebration Event, Did DiGiovanni Remark In Reference To [redacted] And In The Presence Of Other City Employees, "Don't Let Him Drive, He Might Get A DUI" And "He Shouldn't Drink And Drive"?

[redacted] alleged that, on October 31, 2024, at the City's Halloween Celebration Event, and in the presence of other City employees, DiGiovanni remarked, in reference to him, "Don't let him drive he might get a DUI" and "He shouldn't drink and drive." The comments offended [redacted] and made him uncomfortable.

[redacted] and a witness account are discussed below.

A. Reported Concern

In his November 8, 2024 memo to [redacted] reported the following related to DiGiovanni's alleged conduct at the City's Halloween Celebration Event:

> On October 31, 2024, at [the City's] Halloween Celebration event, Councilmember DiGiovanni approached me as I was trying to take a picture with the other [redacted] employees that participated in the event. She said directly to me, "don't let him drive he might get a DUI and he shouldn't drink and drive." I was completely confused by her statement, did not know how to respond, and was extremely embarrassed in front of my colleagues and subordinates […].

Attachment 1.

[redacted] As he was trying to take pictures with other [redacted] employees, DiGiovanni approached the group and made the comments, "Don't let him drive, he might get a DUI" and "He shouldn't drink and drive." [redacted] felt offended and undermined in front of his subordinate employees. He "didn't find it funny at all." He further noted, "I don't like the implication of drinking at all. I mean, I understand this is a costume event, but I don't like that implication at all in front of people, especially not from a Councilmember." [redacted] further noted that no alcohol was served at the event and he had not drunk any alcohol.

[redacted] recalled three employees being "within earshot" when DiGiovanni made the comments, however, he was only certain that one employee heard the comment – [redacted]

B. Witness Statement

[redacted] recalled DiGiovanni approaching [redacted] and others at the Halloween Celebration Event while they were taking pictures. At that time, DiGiovanni remarked, in reference to [redacted] "Don't let him drink and drive" and "Don't get a DUI." [redacted] recalled DiGiovanni making the comment related to [redacted] drinking and driving approximately four times. [redacted] perceived the comments were a "jab" at [redacted] He could tell [redacted] was offended by his "facial expression" and because he and [redacted] talked about the comments after the event.

C. Findings and Analysis – On October 31, 2024, At The City's Halloween Celebration Event, Did DiGiovanni Remark In Reference To [redacted] And In The Presence Of Other City Employees, "Don't Let Him Drive, He Might Get A DUI" And "He Shouldn't Drink And Drive"?

Yes. After a thorough review of the evidence, I make the following findings by a preponderance of the evidence.

- On October 31, 2024, at the City's Halloween Celebration Event, DiGiovanni remarked, in reference to [redacted] and in the presence of at least one City employee, "Don't let him drive, he might get a DUI" and "He shouldn't drink and drive." The comments offended [redacted] and made him uncomfortable.

I make these findings for the following reasons.

First, [redacted] account was directly corroborated by [redacted] who heard the comments and had no apparent motive to falsify allegations against DiGiovanni.

Second, it is undisputed the comments offended [redacted] and made him uncomfortable given that the comments were made in the presence of other employees. The fact that DiGiovanni may have been joking [redacted] does not detract from the negative impact the comments had on [redacted] [redacted] corroborated that the comments offended [redacted] [redacted] also perceived that DiGiovanni's comments about [redacted] drinking and driving, which she repeated multiple times, were intended as a "jab" at [redacted]

X. On November 7, 2024, At The City's Veteran's Day Event, Did DiGiovanni Comment On [redacted] Appearance In The Presence Of Other City Employees?

[redacted] alleged that, on November 7, 2024, at the City's Veteran's Day Event, and in the presence of other City employees, DiGiovanni commented on his appearance. The comments about his appearance offended [redacted] and made him uncomfortable

[redacted] and a witness account are discussed below.

A. Reported Concern

In his November 8, 2024 memo to [redacted] reported the following related to DiGiovanni's alleged conduct at the City's Veteran's Day Event:

> On November 7, 2024, at [the City's] Veteran's Day event, Councilmember DiGiovanni approached me as I was helping to collect the leftover food. Councilmember DiGiovanni, unwelcome and unwanted by me, commented on my appearance. She said I am "always the best dresser" and that I "looked good." She said this in front of subordinate employees within my Department […] I felt demeaned, embarrassed, and undermined by Councilmember DiGiovanni's comments.

Attachment 1.

In his investigative interview, [redacted] elaborated on this allegation. He explained that he was dressed in a suit and tie out of respect for veterans. He further noted that he often dresses in a suit for City events. He was offended by DiGiovanni's comment on his appearance, because she made the comment in front of his subordinate employees and he did not want to be "singled out" or "highlighted" by DiGiovanni concerning his appearance. [redacted] perceived the comment was "demeaning" and that DiGiovanni was implying that he was "above everybody" or "better than" other employees because of how he dressed.

[redacted] recalled three employees being within the vicinity when DiGiovanni commented on his appearance, however, he was only certain that one employee heard the comment – [redacted]

B. Witness Statement

[redacted] recalled DiGiovanni remark on [redacted] appearance at the Veteran's Day Event. He recalled DiGiovanni remarking to [redacted] "Are we so best dressed?" or words to that effect. [redacted] perceived the comment as a "jab" at [redacted] knew based on his subsequent discussion with [redacted] that [redacted] was offended that DiGiovanni commented on his appearance.

C. Findings and Analysis – On November 7, 2024, At The City's Veteran's Day Event, Did DiGiovanni Comment On [redacted] Appearance In The Presence Of Other City Employees?

Yes. After a thorough review of the evidence, I make the following findings by a preponderance of the evidence.

- On November 7, 2024, at the City's Veteran's Day Event, and in the presence of at least one City employee, DiGiovanni commented on [redacted] appearance. The comments offended [redacted] and made him uncomfortable.

I make these findings for the following reasons.

First, [redacted] account was directly corroborated by [redacted] who heard DiGiovanni comment on [redacted] appearance and had no apparent motive to falsify allegations against DiGiovanni.

Second, it is undisputed the comments made [redacted] uncomfortable and offended him given that he felt his appearance was being "singled out" by DiGiovanni in front of other employees. [redacted] did not perceive the comments about him being the "best dresser" were complimentary and [redacted] also believed the comment was a "jab" at [redacted] [redacted] also knew based on his discussion with [redacted] that [redacted] was offended by DiGiovanni commenting on his appearance.

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

This concludes the investigation.

Respectfully Submitted,



Nikki Hall

Appendix – Methodology

I conducted the investigation using specific methodology following industry standards. This section provides an overview of the investigative processes.[9]

A. Witnesses

I interviewed the following witnesses:

Name of Interviewee	Title	Date(s) of Interview*
[redacted]	[redacted]	November 25, 2024
[redacted]	[redacted]	November 19, 2024
[redacted]	[redacted]	November 20, 2024
[redacted]	[redacted]	November 26, 2024
[redacted]	[redacted]	November 19, 2024
[redacted]	[redacted]	November 19, 2024
[redacted]	[redacted]	November 20, 2024
[redacted]	[redacted]	November 26, 2024
[redacted]	[redacted]	November 26, 2024
[redacted]	[redacted]	November 20, 2024
[redacted]	[redacted]	November 20, 2024
[redacted]	[redacted]	November 20, 2024

*All interviews were conducted via videoconference.

I advised interviewees that this is a confidential personnel matter and that they were subject to governing policies prohibiting retaliation for either bringing a claim or participating in an investigation. I also advised interviewees of their duty to respond to my questions in a forthcoming and truthful manner.

Witness statements were recorded.

DiGiovanni did not respond to repeated invitations to participate in the investigation. [redacted] first emailed DiGiovanni to inform her of the investigation and request that she participate in an investigative interview on December 3, 2024. On the same day, I emailed DiGiovanni requesting to schedule an interview. After receiving no response, I followed up with DiGiovanni by email on December 6, 2024 to again attempt to schedule an investigative interview. I informed DiGiovanni that I would assume she did not intend to participate in the investigation if I did not hear back from her by December 19, 2024. DiGiovanni did not respond to any of these emails. On December 20, 2024, I sent a letter to DiGiovanni's home address via U.S. Certified Mail again requesting her participation in the

[9] I was retained to use my legal skills to assist the City in developing a response to the allegations. Specifically, I used my expertise in employment law to arrive at findings based on a professional evaluation of the evidence.

investigation. I told her that if I did not receive a response by January 6, 2025, I would assume she was declining to participate in the investigation. I did not receive a response to the letter. **Attachment 5.**

B. Documents

I reviewed the following documents. The documents should be read in their entirety in conjunction with this Report to fully understand the underlying reasoning and findings herein.

Attachment	Document
1	Memorandum from [redacted] to [redacted] dated November 8, 2024
2	Email correspondence between [redacted] and [redacted] dated September 27, 2024 and October 28, 2024
3	Memorandum from [redacted] to City of Daly City Councilmembers, dated October 30, 2024
4	City of Daly City Harassment Policy
5	Correspondence to DiGiovanni, dated December 3, 2024, December 6, 2024, and December 20, 2024

C. Evidentiary Standard

I reviewed, compared, and analyzed evidence under a preponderance of the evidence standard to determine whether the allegations were with or without merit. "Preponderance of the evidence," for purposes of this Report, means that the evidence on one side outweighs, or is more than, the evidence on the other side. This is a qualitative, not quantitative, standard.

I have drawn the conclusions in this Report from the totality of the evidence and a thorough analysis of all the facts, and where necessary, I made credibility determinations.[10]

D. Independence

Independence is an important component of this investigation. The City and its representatives allowed me discretion to conduct the investigation as I determined to be necessary. I was given complete access to all requested witnesses and documents. No person interfered with, or attempted to influence, the findings in this Report.

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

This concludes the Appendix.

[10] I considered and gave appropriate weight to information that might be considered to be hearsay in legal proceedings.

2. May 16, 2025 Supplemental Report

VAN DERMYDEN MAKUS

Investigations Law Firm

DRAFT

CONFIDENTIAL

INVESTIGATIVE REPORT

City of Daly City

Supplemental Report Concerning Councilmember Pamela DiGiovanni

May 16, 2025

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DRAFT

I. Introduction

On April 7, 2025, Van Dermyden Makus Law Corporation commenced an independent investigation for the City of Daly City (City). The City initiated this investigation in response to allegations made against City Councilmember Pamela DiGiovanni.

On April 3, 2025, [redacted] reported a concern about DiGiovanni to [redacted] and Human Resources Director Natalie Sakkal. [redacted] alleged that, on March 26, 2025, at a walk audit event at Marjorie H. Tobias Elementary School in Daly City, DiGiovanni interacted with Councilmember Teresa Proaño in a manner that made [redacted] uncomfortable. [1]

DiGiovanni declined to participate in the investigation. Because DiGiovanni did not participate in the investigation, I was unable to interview her regarding specific examples, context, dates, witnesses, or other potential evidence related to the allegations. Accordingly, I necessarily relied upon witness accounts.

This Confidential Investigative Report (Report) summarizes relevant evidence and provides factual findings regarding the allegations.

II. Summary Of Findings

This section summarizes the findings for the convenience of the reader. The remainder of the Report details the evidence and analyses supporting each finding.

After a thorough review of the evidence, I make the following findings by a preponderance of the evidence:

- **On March 26, 2025, At The Walk Audit At Marjorie H. Tobias Elementary School, Did DiGiovanni Interact With Proaño In A Manner That Made City Employees And Proaño Uncomfortable? Yes.** I find that, on March 26, 2025, at the walk audit at Marjorie H. Tobias Elementary School, DiGiovanni engaged in conduct toward Proaño that made Proaño and [redacted] uncomfortable.

III. Factual Background

The following facts provide relevant background and context to the allegations. See the **Appendix** for the investigative methodology.

A. The Parties

[redacted]

[1] [redacted] explained that the purpose of the walk audits is to view the streets around a school and determine safer ways for students and parents to walk and drive around the school.

Pamela DiGiovanni. DiGiovanni is a City Councilmember. She was first elected to the City Council in 2018 and re-elected in 2022. Her current term expires in November 2026. DiGiovanni declined to participate in this investigation. The attempts made to secure DiGiovanni's participation in the investigation are addressed in the **Appendix**.

B. Prior Investigations

DiGiovanni's conduct has been the subject of two prior investigations over the past two years.

In 2023, Ellis Investigations Law Corporation conducted an investigation into allegations of misconduct that certain City employees made against DiGiovanni. The investigator sustained 18 of 21 allegations against DiGiovanni and, on January 22, 2024, the City Council voted to approve a resolution admonishing DiGiovanni based on the results of the 2023 investigation.[2]

Thereafter, in late 2024, I conducted an investigation into concerns that [redacted] and [redacted], reported about DiGiovanni's conduct towards City employees at seven City-sponsored events during 2024. I sustained all of the allegations against DiGiovanni.

IV. On March 26, 2025, At The Walk Audit At Marjorie H. Tobias Elementary School, Did DiGiovanni Interact With Proaño In A Manner That Made City Employees And Proaño Uncomfortable?

[redacted] reported that, on March 26, 2025, at the walk audit at Marjorie H. Tobias Elementary School, DiGiovanni interacted with Proaño in a manner that made [redacted] uncomfortable.

[redacted] and the witnesses' relevant perspectives are discussed below.

A. Allegations

On March 26, 2025, at the walk audit, [redacted] witnessed two interactions between DiGiovanni and Proaño that made him uncomfortable. [redacted] provided the following account.

First, [redacted] was standing outside the school, directly next to Proaño, when DiGiovanni approached Proaño, questioned why Proaño was present, and told Proaño she needed to leave. Proaño responded that she had a right to be at the event. When DiGiovanni kept "peppering" Proaño with questions about why she was present, Proaño responded, "[DiGiovanni], we don't need to talk about this here. We can talk about this later, but I'm not leaving." Proaño's response "squashed" further commentary from DiGiovanni. [redacted] did not recall DiGiovanni explaining why she thought Proaño should not be at the event. [redacted] estimated the volume of DiGiovanni's voice at a two or three on a scale of one to 10, with one being a whisper and 10 being screaming. [redacted] noted that DiGiovanni's comments to Proaño did not appear to "disrupt" the person who was speaking to the group at the time.[3]

Second, after event participants entered the school cafeteria, Proaño began recording an adult who was presenting to the group. DiGiovanni then "tapped" [redacted] who was sitting between DiGiovanni and

[2] The resolution passed by a vote of 3-1. Current Councilmembers Juslyn Manalo and Dr. Roderick Daus-Magbual voted in favor of the resolution, as did now former Councilmember Raymond Buenaventura. DiGiovanni voted against the resolution. Councilmember Glenn Sylvester was not present at the January 22, 2024 Council meeting.

[3] [redacted] estimated that approximately 20 people were present.

Proaño, and stated, "She can't be recording. She can't record kids." [redacted] believed Proaño heard DiGiovanni, because she turned her head to the left, where DiGiovanni was seated. [redacted] "brushed off" DiGiovanni's comment because he did not want to get involved. DiGiovanni then repeated it to a man sitting to her left, reiterating that Proaño should not be recording. [redacted] estimated the volume of DiGiovanni's voice in both instances was a two or three on a scale of one to 10. He noted, "It was fairly quiet" and "wasn't a loud outburst." Next, DiGiovanni went to the back of the cafeteria to speak to the [redacted]. He did not hear what DiGiovanni said to the [redacted]. Thereafter, the [redacted] announced to the group that no one should be recording the children without obtaining permission. Proaño then spoke up and said she was not recording the children but had been recording an adult who had presented to the group. [redacted] then noticed that Proaño began recording again. He did not know why she did so.

[redacted] recalled [redacted] being present at the event.[4] He recalled the [redacted] stood directly to his left when DiGiovanni approached Proaño outside the school and said Proaño needed to leave. He did not know if the [redacted] heard what DiGiovanni said. Once the group was inside the cafeteria, the [redacted] were on the far right side of the cafeteria, a "good distance away" from [redacted] DiGiovanni, and Proaño. Therefore, [redacted] "highly doubted" the [redacted] heard what DiGiovanni said about Proaño recording the speaker.

[redacted] reported what he witnessed to his chain of command because it was an "awkward" situation and he did not want "something to come up" or be reprimanded for not reporting the incident. [redacted] further explained that DiGiovanni's conduct made [redacted] uncomfortable, because he did not "want to be in the middle of" DiGiovanni's and Proaño's "bickering."

B. Response

DiGiovanni declined to participate in the investigation.

C. Witness Statements

Proaño confirmed that DiGiovanni treated her in a manner that made her uncomfortable at the walk audit. Three [redacted] who also attended the walk audit ([redacted] and [redacted] did not recall observing any interaction between DiGiovanni and Proaño.

Teresa Proaño. Proaño is a City Councilmember. She was appointed on April 1, 2024, and was later elected to the Council in November 2024. At the beginning of the walk audit, DiGiovanni told Proaño in front of a group of people that Proaño "shouldn't be here." Later at the walk audit, DiGiovanni approached Proaño while she was taking a photo of an adult with her phone. DiGiovanni "came right at" Proaño's face, and said Proaño "can't record the kids." DiGiovanni's conduct at the walk audit made Proaño uncomfortable. Proaño provided the following account.

As background, Proaño first met DiGiovanni in 2013 or 2014 and interacted with her occasionally. Proaño did not recall having any conflict with DiGiovanni until Proaño ran for City Council in 2024. DiGiovanni supported Proaño's opponent, Theresa Faapuaa. During the campaign, Proaño heard from others that DiGiovanni was "spewing lies" about her.

[4] The employees were later identified as [redacted] and [redacted]

Proaño was invited to the walk audit by email, as were all the other City Councilmembers. Proaño believed the email came from a representative of the Marjorie H. Tobias Elementary School, but was not certain. Proaño responded to the invite and confirmed she would attend the event.

Shortly after Proaño arrived at the walk audit, she approached a circle of approximately 20 people that included DiGiovanni. DiGiovanni approached Proaño and said, "I'm the rep, you shouldn't be here." DiGiovanni was speaking in a "loud" way, at a volume of five or six on a scale of one to 10, with one being a whisper and 10 being screaming, such that at least half of the circle of people could hear what DiGiovanni said. Proaño was not sure what DiGiovanni meant, but asked DiGiovanni if they could talk about it later. DiGiovanni then repeated herself, telling Proaño she "shouldn't be here," which embarrassed Proaño.

Later, once the walk audit group moved to the cafeteria, DiGiovanni approached Proaño again. Proaño first saw a woman speak to DiGiovanni and then look directly at Proaño as if DiGiovanni was talking about Proaño in a negative way. Then, during presentations in the cafeteria, Proaño took a picture of an adult presenter. Proaño's photo included the backs of children's heads, but no faces. DiGiovanni then approached Proaño and "came right at" Proaño's face and said Proaño "can't record the kids." Proaño responded that she knew she could not record kids. At the time, Proaño was not recording a video, rather she was taking photos. Later, Proaño spoke with [redacted]. Proaño told him she did not record or take photos of children's faces. The [redacted] replied that it was "okay."

DiGiovanni's conduct at the walk audit made Proaño feel uncomfortable. Proaño believed DiGiovanni treated her in a "hurtful" way.

[redacted] attended the walk audit but did not see or hear DiGiovanni interact with Proaño. [redacted] provided the following account.

[redacted] attended the walk audit [redacted]. [redacted] estimated that approximately 20 to 30 people attended the event. When [redacted] first arrived, he greeted DiGiovanni and discussed with DiGiovanni how often she attended walk audits. [redacted] also participated in a group discussion with DiGiovanni at the end of the walk audit and prepared a presentation with her that included recommendations.

[redacted] did not notice DiGiovanni speak with anyone else at the walk audit. [redacted] did not notice whether DiGiovanni spoke with Proaño and did not see Proaño record anything. [redacted] did not see DiGiovanni do or say anything that made him feel uncomfortable at the walk audit and did not hear anyone else mention anything about DiGiovanni at or after the event.

[redacted] had interacted with DiGiovanni before the walk audit but had not seen or heard DiGiovanni do or say anything that ever made him uncomfortable. [redacted] likewise had not heard anyone comment about feeling uncomfortable around DiGiovanni.

[redacted] attended the walk audit but did not see or hear DiGiovanni interact with Proaño. [redacted] provided the following account.

[redacted] attended the walk audit [redacted]. [redacted] estimated approximately 15 people attended the event. When [redacted] first arrived, he greeted DiGiovanni and introduced himself as the "[redacted]." He did not interact with DiGiovanni any further after meeting her.

[redacted] did not notice DiGiovanni speak with anyone else at the walk audit. [redacted] did not notice whether DiGiovanni spoke with Proaño and did not see Proaño record anything. [redacted] did not know Proaño was present at the walk audit until he saw her leaving at the end. [redacted] did not see DiGiovanni do or say anything that made him feel uncomfortable at the walk audit and did not hear anyone else mention anything about DiGiovanni during or after the walk audit. [redacted] had not met DiGiovanni prior to the event.

[redacted] attended the walk audit and saw DiGiovanni interact with Proaño but did not overhear their interaction. [redacted] provided the following account.

[redacted] attended the walk audit [redacted]. [redacted] estimated that approximately 20 people attended the walk audit. [redacted] spoke with DiGiovanni at the event and saw her interact with others but did not hear what DiGiovanni said to them. [redacted] saw DiGiovanni speak to Proaño but did not overhear what they said and did not notice anything "out of the ordinary."

[redacted] described the volume of DiGiovanni's voice as "on the louder side," when DiGiovanni speaks to others in public. [redacted] believed DiGiovanni was "a little bit louder" than other people normally and did not notice that DiGiovanni spoke any louder at the walk audit than her normal speaking volume.

[redacted] did not notice whether DiGiovanni was "questioning" Proaño when DiGiovanni spoke with Proaño. [redacted] stood 10 to 15 feet away from DiGiovanni and Proaño when they interacted with one another. However, other conversations were also happening in the space between [redacted] and the two Councilmembers. [redacted] did not notice whether Proaño was recording anything during the walk audit and could not tell whether DiGiovanni was "questioning" Proaño.

[redacted] interacted with Proaño at the event but did not notice Proaño acting any different than normal. [redacted] spoke with Proaño when [redacted] and Proaño were in the same group during the group activity at the end of the walk audit. [redacted] did not notice Proaño act any different than usual, though [redacted] acknowledged that Proaño was a "newer" Councilmember and [redacted] would not have known whether Proaño was acting normal or not.

Nothing DiGiovanni did or said at the event made [redacted] uncomfortable. However, [redacted] tended to limit her interactions with DiGiovanni in general. In the past, [redacted] found DiGiovanni to be "very vocal" in her interactions. [redacted] described herself as an "introvert" and said DiGiovanni made her "uncomfortable" because DiGiovanni was "on the louder side." [redacted] found it harder to be "social" and found DiGiovanni to be "more out there," though [redacted] could not point to any specific incidents that bothered her.

D. Findings and Analysis – On March 26, 2025, At The Walk Audit At Marjorie H. Tobias Elementary School, Did DiGiovanni Interact With Proaño In a Manner That Made City Employees And Proaño Uncomfortable?

Yes. After a thorough review of the evidence, I find by a preponderance that, on March 26, 2025, at the walk audit at Marjorie H. Tobias Elementary School, DiGiovanni engaged in conduct toward Proaño that made Proaño and [redacted] uncomfortable. I make this finding for the following reasons.

First, [redacted] was standing and sitting directly next to DiGiovanni and Proaño during the walk audit event and witnessed two separate interactions between DiGiovanni and Proaño. In the first interaction, [redacted] observed DiGiovanni "peppering" Proaño with questions about why she was present at the event and telling Proaño she needed to leave. In the second interaction, [redacted] observed DiGiovanni insisting to [redacted] and others that Proaño was prohibited from recording minors, even though Proaño asserted that she was not recording any of the minors present at the event. Proaño's account of what happened at the walk audit was consistent with [redacted] account.

Second, both [redacted] and Proaño asserted that DiGiovanni's conduct made them uncomfortable and no evidence was revealed in the investigation to contradict their assertions. In fact, DiGiovanni's conduct made [redacted] uncomfortable enough that he felt the need to report what happened to his [redacted] in order to avoid any potential repercussions for not reporting what happened.

Third, [redacted] had no apparent motive to fabricate what he witnessed and, as previously noted, his account of what occurred was consistent with Proaño's account.

I considered that three other [redacted] who were present at the event ([redacted] and [redacted] did not observe any interactions between DiGiovanni and Proaño that made them uncomfortable. However, this does not negate what [redacted] reported witnessing and it is most likely the other employees were not situated close enough to DiGiovanni and Proaño to witness what occurred.

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This concludes the investigation.

Respectfully Submitted,

Nikki Hall

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Appendix – Methodology

I conducted the investigation using specific methodology following industry standards. This section provides an overview of the investigative processes.[5]

A. Witnesses

I interviewed the following witnesses:

Name of Interviewee	Title	Date(s) of Interview*
[redacted]	[redacted]	April 18, 2025
[redacted]	[redacted]	April 10, 2025
Teresa Proaño	City Councilmember	April 24, 2025
[redacted]	[redacted]	April 17, 2025
[redacted]	[redacted]	April 16, 2025

*All interviews were conducted via videoconference.

Interviewees were advised that this is a confidential personnel matter and that they were subject to governing policies prohibiting retaliation for either bringing a claim or participating in an investigation. Interviewees were also advised of their duty to respond to questions in a forthcoming and truthful manner.

Witness statements were recorded.

DiGiovanni declined to participate in the investigation. On April 29, 2025, Human Resources Director Natalie Sakkal emailed a notice of the investigation to DiGiovanni. DiGiovanni did not acknowledge receipt of the email. On the same day, my associate, Lauren Firestein, requested to interview DiGiovanni and offered dates for the interview. DiGiovanni did not respond to the email. Firestein followed up by email with DiGiovanni on May 8, 2025 and informed DiGiovanni that if she did not respond by May 12, 2025, we would assume she was declining to participate in the investigation. DiGiovanni did not respond to this email. **Attachment 1.**

B. Evidentiary Standard

I reviewed, compared, and analyzed evidence under a preponderance of the evidence standard to determine whether the allegations were with or without merit. "Preponderance of the evidence," for purposes of this Report, means that the evidence on one side outweighs, or is more than, the evidence on the other side. This is a qualitative, not quantitative, standard.

I have drawn the conclusions in this Report from the totality of the evidence and a thorough analysis of all the facts, and where necessary, I made credibility determinations.[6]

[5] I was retained to use my legal skills to assist the City. Specifically, I used my expertise in employment law to arrive at findings based on a professional evaluation of the evidence.

[6] I considered and gave appropriate weight to information that might be considered to be hearsay in legal proceedings.

C. Independence

Independence is an important component of this investigation. The City and its representatives allowed me discretion to conduct the investigation as I determined to be necessary. I was given complete access to all requested witnesses and documents. No person interfered with, or attempted to influence, the findings in this Report.

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

This concludes the Appendix.

DRAFT

1

From: Natalie Sakkal <nsakkal@dalycity.org>
Sent: Tuesday, April 29, 2025 5:07 PM
To: pameladigiovanni.dalycity@gmail.com
Cc: Lauren Firestein
Subject: City of Daly City Investigation Notice
Attachments: Administrative Investigation- Interview Notice Pamela DiGiovanni - 4.29.25.pdf

Importance: High

CAUTION: This email originated from outside Van Dermyden Makus Law Corp. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Dear Ms. DiGiovanni:

Please see the attached notice in regard to an investigation interview.

Please acknowledge receipt of this email.

Sincerely,

Natalie Sakkal (she/her/hers)
Director of Human Resources
City of Daly City
295 89th Street, Suite 105, Daly City, CA 94015
650-991-8284
nsakkal@dalycity.org

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HUMAN RESOURCES DEPARTMENT
CITY OF DALY CITY
CEDAR HILL OFFICE BUILDING
295 89TH STREET, SUITE 105
DALY CITY, CALIFORNIA 94015-1691
(650) 991-8028

CONFIDENTIAL

April 29, 2025

Sent via email

To: Pamela DiGiovanni, Councilmember, City of Daly City

From: Natalie Sakkal, Director of Human Resources

This is to notify you that the City recently received complaints made against you concerning allegations of unprofessional conduct.

The City has retained an outside investigator, Lauren Firestein of Van Dermyden Makus Law Corporation to conduct an investigation. **Following this email you will receive an email from Ms. Firestein to schedule an interview via zoom conference. If you choose to have a representative, please provide the representative's name and contact information to Ms. Firestein and she will communicate directly with your representative regarding an investigative interview.** Ms. Firestein has been recording the investigative interviews and will seek your cooperation in recording your interview should you decide to participate in an investigative interview.

In order to maintain the integrity of the investigation, it is recommended that you respond fully, truthfully and candidly to all questions Ms. Firestein poses. In order to ensure integrity of the investigation, please refrain from discussing this investigation or your interview with Ms. Firestein with any City employee, except myself.

The City has a policy prohibiting retaliation of any kind. Please be advised that retaliating against anyone in connection with this investigation is a violation of the law and City policy.

Please let me know if you have any questions.

From: Lauren Firestein <laf@vmlawcorp.com>
Sent: Tuesday, April 29, 2025 5:39 PM
To: pameladigiovanni.dalycity@gmail.com
Cc: Nikki Hall
Subject: RE: City of Daly City Investigation Notice

(Moving Natalie to bcc)

Dear Ms. DiGiovanni:

As Natalie mentioned in the below notice, my firm has been retained to conduct an investigation into complaints regarding unprofessional conduct. I would like to conduct an investigative interview to explain the allegations and provide you with an opportunity to respond. Please reply with an available hour of time within one of the windows below.

If you do not have availability during the windows, please let me know and I can provide additional availability the following week. If you choose to have a representative present, please reply with the representative's name and contact information. Once we confirm a time, I will send a video link for the interview.

- Thursday (5/1): 9am – 1pm; 2pm – 5pm
- Friday (5/2): 9am –5pm
- Monday (5/5): 9am –5pm
- Tuesday (5/6): 9am – 5pm
- Wednesday (5/7): 9am – 5pm
- Thursday (5/8): 9am – 4pm

Please let me know if you have any questions.

Best,
Lauren

Lauren A. Firestein | Attorney Investigator
Office: 415-755-4850 | Cell: 415-377-0041 | laf@vmlawcorp.com
899 Northgate Drive, Suite 403, San Rafael, CA 94903 | www.vmlawcorp.com



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THINK RECYCLE.

From: Natalie Sakkal <nsakkal@dalycity.org>
Sent: Tuesday, April 29, 2025 5:07 PM
To: pameladigiovanni.dalycity@gmail.com
Cc: Lauren Firestein <laf@vmlawcorp.com>

Subject: City of Daly City Investigation Notice
Importance: High

CAUTION: This email originated from outside Van Dermyden Makus Law Corp. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Dear Ms. DiGiovanni:

Please see the attached notice in regard to an investigation interview.

Please acknowledge receipt of this email.

Sincerely,

Natalie Sakkal (she/her/hers)
Director of Human Resources
City of Daly City
295 89th Street, Suite 105, Daly City, CA 94015
650-991-8284
nsakkal@dalycity.org

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From: Lauren Firestein <laf@vmlawcorp.com>
Sent: Thursday, May 8, 2025 11:45 AM
To: pameladigiovanni.dalycity@gmail.com
Cc: Nikki Hall
Subject: RE: City of Daly City Investigation Notice

Dear Ms. DiGiovanni:

I am following up on my below invitation to participate in an investigative interview related to the investigation described in the notice sent to you on April 29, 2025. As of today, you have not responded to my request. As I mentioned below, an interview would allow me to explain the allegations against you, including the allegation of unprofessional conduct, and provide you an opportunity to respond to the allegations.

I have included additional availability for the interview below. If you need availability past these dates, please let me know.

- Monday (5/12): 9am –5pm
- Tuesday (5/13): 11am – 5pm
- Wednesday (5/14): 9am – 5pm

If I do not hear from you by 5pm on May 12, 2025, I will assume you have elected not to participate in the investigation. As such, we will prepare a report of findings that will not include your response to the allegations. Please let me know if you have any additional questions about the process.

Regards,
Lauren

Lauren A. Firestein | Attorney Investigator
Office: 415-755-4850 | Cell: 415-377-0041 | laf@vmlawcorp.com
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THINK RECYCLE.

From: Lauren Firestein
Sent: Tuesday, April 29, 2025 5:39 PM
To: pameladigiovanni.dalycity@gmail.com
Cc: Nikki Hall <nhall@vmlawcorp.com>
Subject: RE: City of Daly City Investigation Notice

(Moving Natalie to bcc)

Dear Ms. DiGiovanni:

As Natalie mentioned in the below notice, my firm has been retained to conduct an investigation into complaints regarding unprofessional conduct. I would like to conduct an investigative interview to explain the allegations and provide you with an opportunity to respond. Please reply with an available hour of time within one of the windows below.

If you do not have availability during the windows, please let me know and I can provide additional availability the following week. If you choose to have a representative present, please reply with the representative's name and contact information. Once we confirm a time, I will send a video link for the interview.

- Thursday (5/1): 9am – 1pm; 2pm – 5pm
- Friday (5/2): 9am –5pm
- Monday (5/5): 9am –5pm
- Tuesday (5/6): 9am – 5pm
- Wednesday (5/7): 9am – 5pm
- Thursday (5/8): 9am – 4pm

Please let me know if you have any questions.

Best,
Lauren

Lauren A. Firestein | Attorney Investigator
Office: 415-755-4850 | Cell: 415-377-0041 | laf@vmlawcorp.com
899 Northgate Drive, Suite 403, San Rafael, CA 94903 | www.vmlawcorp.com



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THINK RECYCLE.

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Sent: Tuesday, April 29, 2025 5:07 PM
To: pameladigiovanni.dalycity@gmail.com
Cc: Lauren Firestein <laf@vmlawcorp.com>
Subject: City of Daly City Investigation Notice
Importance: High

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Dear Ms. DiGiovanni:

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Please acknowledge receipt of this email.

Sincerely,

Natalie Sakkal (she/her/hers)

Director of Human Resources
City of Daly City
295 89th Street, Suite 105, Daly City, CA 94015
650-991-8284
nsakkal@dalycity.org

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3. Incident Report dated July 14, 2025 (Chevron Station)

Incident Report: Interaction at Chevron Gas Station with Councilwoman Pam DiGiovanni
Date: July 14, 2025
Time: Approximately 4:45 PM
Location: Chevron Gas Station, John Daly Blvd, Westlake, Daly City
Involved Parties:

- Residents of 291 Fairlawn (Destiny and her mother)
- Pam DiGiovanni (Councilwoman, Daly City)
- [redacted], Code Enforcement officer for Daly City

Summary:
At approximately 4:45 PM, I stopped at the Chevron gas station on John Daly Blvd. The residents of [redacted] ([redacted]) were present in the parking lot. [redacted] was visibly upset and shouting that they had been evicted by the City of Daly City and were now living on the street. She expressed frustration about not being able to secure a referral for housing or services, while her elderly mother sat nearby.

As this was happening, Pam DiGiovanni, a Daly City Councilwoman, pulled into the gas station and approached the pump. On her way to pay for gas, she engaged with [redacted] telling her she could help with a referral and that she was a councilmember. Pam mentioned calling the police to get her assistance. This caused [redacted] to become increasingly agitated, fearing further police involvement instead of support. Pam again suggested she could get referral for them.

I attempted to signal to Pam by shaking my head no and not to engage further. I didn't think Pam was able to handle the mental health anger [redacted] was experiencing. When that didn't work, I walked over to Pam's car and identified myself: "Pam, [redacted] Pam acknowledged me and I clarified that these individuals were from [redacted] and advised her not to further engage with them. Pam looked at her phone and again state she could get them a referral but then seemed to realize the situation. She then suggested they leave the gas station due to the limited space and safety concerns for the individuals and their dogs.

Pam then turned to me and said, "Any way you can help? Maybe take them across the street. You have a big heart — you should be employee of the year. I agreed to help, and [redacted] then walked across the street. I moved some of their belongings into my car and met them at the Lake Merced parking lot. I dropped off their items and left.

Impact:
This interaction was emotionally difficult, and being placed in the middle of this situation deeply affected me. It carried over into the next day and impacted my ability to perform duties as usual. I was on vacation to repair my heater. In 30 years of being a code officer I have never been left to feel this way. I ended up taking a stress day.

4. Internal Memoranda and Correspondence

INTER-OFFICE MEMORANDUM

City of Daly City

Date: August 11, 2025

To: Councilmember Pamela DiGiovanni

From: Thomas J. Piccolotti, City Manager

Subject: Confidential Document- Council Member Direction to City Employees

---

Council Member DiGiovanni-

It has come to my attention that on Monday, July 14, 2025, at approximately 4:45pm, at a local gas station, you identified yourself as a Council Person and told a resident that you would call the Police and get them a housing referral. This was done in the presence of an off-duty City employee, whom you directed to assist the residents of which you determined needed assistance.

As stated in my previous memo directive from March 3, 2023, you have had several documented instances of your inappropriate interactions with City staff. Staff has communicated that they are not comfortable responding or asking you to stop because you are elected and you have previously stated multiple times that you have authority over City staff. This type of behavior can be considered an Abuse of Power.

In this latest incident, this staff member was off duty, in their personal vehicle, and you directed them to assist residents by taking their personal belongings to another location. You are continually putting staff in extremely difficult and uncomfortable positions with directives. Staff is uncomfortable either complying or not complying with Council Members' requests.

As stated in the Daly City Municipal Code (Sections 2.02.080 and 2.02.090), administrative direction to City employees, whether on duty or off duty, should come through the City Manager, and the City Council nor any member shall give orders to any of the subordinates of the city manager. This helps protect both staff and Councilmembers by ensuring requests are handled consistently and within proper channels.

A Council Member's interaction with staff should be limited to exchanging pleasantries and not attempting to direct work and should never put an employee in a position that makes them uncomfortable

Once again, I respectfully request that you please refrain from directing on duty and off duty City staff. Please direct all general requests through my office. Specific public requests from constituents should go directly to me. This will allow us to respond promptly while maintaining the professional boundaries set by our governance structure.

The City has a policy prohibiting retaliation of any kinds. Please be advised that retaliating against anyone that has raised these concerns is a violation of the law and City policy.

5. City Council Resolution No. 24-21

RESOLUTION NO. 25-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY APPROVING THE CITY COUNCIL INTERNAL DISCIPLINE AND CENSURESHIP PROCEDURE POLICY

WHEREAS, the City of Daly City currently lacks an internal discipline and censure policy for City Council members; and

WHEREAS, a policy will allow for discipline with violations and opportunities for the offender to correct the offending behavior; and

WHEREAS, the City Council of the City of Daly City desires to approve a discipline policy to establish procedures for discipline of members of the City Council.

NOW, THEREFORE, the City Council of the City of Daly City does hereby RESOLVE as follows:

SECTION 1. Recitals. The above recitals are true and correct, and hereby made a part of this Resolution by this reference.

SECTION 2. Discipline Policy. The Internal Discipline and Censure Policy, attached as Exhibit "A" to this Resolution and incorporated herein, is approved and adopted by the City Council of the City of Daly City.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Resolution, or its application to any other person or circumstance. The City Council of the City of Daly City hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

SECTION 4. Effective Date. This Resolution shall take effect immediately.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY APPROVING THE CITY COUNCIL INTERNAL DISCIPLINE AND CENSURESHIP PROCEDURE POLICY

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 24th day of March, 2025, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: DiGiovanni, Manalo, Proaño, Sylvester, Daus-Magbual

NOES, Councilmembers: None

ABSENT, Councilmembers: None

K. Annette Flippens

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

RODERICK DAUS-MAGBUAL
MAYOR OF THE CITY OF DALY CITY

EXHIBIT A

CITY COUNCIL INTERNAL DISCIPLINE AND CENSURE POLICY

I. PREAMBLE.

It is the intent of the City Council of the City of Daly City in enacting this policy to achieve fair, ethical, and accountable local government for the City of Daly City; to assure that individuals and interest groups in our society have a fair and equal opportunity to participate in government; to embrace clear and unequivocal standards of disclosure and transparency in government; to help reinforce public trust in governmental institutions; and to assure that this policy is vigorously enforced to achieve fair, ethical, and accountable local government for the City of Daly City.

The people of the City of Daly City expect their public officials to comply with both the letter and the spirit of the laws of the United States of America, the State of California, the Daly City Municipal Code, policies of the City of Daly City and ethical conduct. affecting the operations of local government. All persons covered by this policy shall aspire to meet the highest ethical standards in the conduct of their responsibility as a public official of the City of Daly City.

II. APPLICABILITY AND PURPOSE.

This Discipline Policy applies to the City Council of Daly City ("City") and provides directives for efficient and consistent administration of complaints against individual City Councilmembers by or from members of the public, third-party consultants, City staff, appointed officials, and fellow Councilmembers (together, "Complainants").

The scope of disciplinary action is expanded beyond violations of federal, state, and local laws to include breaches of by-laws, standing orders, policies of the City Council, or any other unethical or improper, offense behavior, conduct. Additionally, any criminal activities committed by a Councilmember may be subject to disciplinary action under this policy. This policy must be construed and executed in coordination, and not in conflict with, all applicable State and Federal laws, the Daly City Municipal Code, criminal matters, applicable City Department policies, including all whistleblower statutes, complainant and victim privacy and confidentiality statutes, administrative matters and the California Public Records Act. Investigations conducted under this policy shall not commence before the completion of, or interfere with, any investigations related to or required for criminal prosecutions, administrative enforcement, or any Government Code claims, litigation, or other legal actions.

III. PROCEDURE.

a. **Public's Right to Submit Complaint.** Any member of the public who would like to submit facts or allegations pertaining to an alleged violation by a Councilmember of misconduct, violations of laws, City policies, or criminal activity involving a City Councilmember. Complaints may be submitted in writing with a return receipt to the City of Daly City.
b. **Consultation with City Attorney.** A Councilmember seeking to submit a request for discipline or to make a statement regarding specific complaints or allegations is advised to meet with the City Attorney's Office before doing so.

c. **Request for Discipline.** A request for discipline or censure may be submitted by any Councilmember in writing to the City Attorney or City Clerk. Any Councilmember's request for discipline is a matter of public record subject to the California Public Records Act's requirements, including all applicable exemptions. A Councilmember seeking to provide information to the Council concerning the specific conduct for which discipline is requested must submit written information to the City Manager for distribution to the whole Council. The request must contain the specific charges on which the proposed discipline or censure is based, and sufficiently specific facts and allegations as to the charges. The request may include or append a public complaint referenced or conducted.

d. **Council Consideration of Discipline Short of Censure.** The City Attorney may place the matter on a Council regular or special meeting agenda for the Council to determine whether further investigation is required, or whether discipline short of censure is warranted, or to move towards censure. Discipline short of censure may be one or a combination of the items in subsections (a) through (d) below. This discussion is a matter of public record and must take place during an open, noticed, and public meeting of the City Council.

e. **Consultation with Mayor.** At the direction of the City Council, an informal consultation with the Mayor may be required of the member who is the subject of the request. If the subject of the request is the Mayor, the consultation shall be with the Vice-Mayor.

f. **Letter of Reprimand from the City Council.** At the direction of the City Council, the Mayor, or Vice-Mayor if the Mayor is the subject of the discipline, shall coordinate with the City Manager and/or City Attorney on issuing a letter of reprimand to the subject Councilmember. The reprimand shall be based on a particular action (or set of actions) that is determined to be in violation of law or City policy but is considered by the Council to be not sufficiently serious to require formal censure. The letter of reprimand may include recommendations for corrective actions or behaviors.

g. **Statement of Disapproval.** By a resolution of the City Council, the Council may adopt a statement expressing disapproval or displeasure with the conduct of a Council member including recommendations for corrective action or behavior.

h. **Admonition.** By a resolution of the City Council, an admonition that a particular type of behavior or action may become or is a violation of law or City policy.

i. **Proceedings.** The City Attorney may place the matter on the agenda for a regular or special Council meeting to determine if further investigation is warranted, if discipline short of censure is appropriate, or if a censure hearing should be pursued. Disciplinary actions determined short of censure may include an informal consultation with the Mayor and the ad hoc Ethics Committee, a formal letter of reprimand, a statement of disapproval, or an admonition warning of potential violations of law or policy. These proceedings must be conducted in an open and public meeting.

IV. CENSURE PROCEDURE.

If the Council decides to set the matter for censure hearing, it shall schedule the hearing no sooner than two weeks after its determination to hear the matter. The Council shall not schedule the matter during any previously subject of an alleged violation shall be ineligible to vote on any matter related to a disciplinary action including, but not limited to, agendizing the hearing and adopting a resolution of censure. Censure hearings may take place at regular or special City Council meetings and are open to the public.

a. **Written Notice.** Written notice of the hearing shall be delivered in person to the Councilmember subject to the censure hearing at least ten (10) days in advance of the scheduled hearing

b. **Hearing procedures.** At the censure hearing, the Councilmember who is the subject of the request for censure shall be given the opportunity to make an opening and a closing statement, to call witnesses on his or her behalf and to question his or her accusers. The subject Councilmember may be represented by a person or persons of his or her choice and may have that representative speak or question witnesses on his or her behalf. The questioning or cross- questioning of witnesses may be reasonably limited by the Mayor, or Vice Mayor if the Mayor is the subject of the censure. Testimony shall be taken only from witnesses having direct knowledge of facts or circumstances relevant to the specific charges under consideration. However, the rules of evidence and judicial procedure applicable in courts of law shall not apply to this hearing, and the procedures shall be generally informal.

V. CENSURE ACTION.

If, at the close of the censure hearing, a majority of the City Council finds that the subject member's conduct violates federal, state or local law, or any by-law, standing order, or policy of the City Council, the Council may take one or more of the following measures in addition to or in combination with the actions in subsections (a) through (d) of Section V.:

a. **Direction to Correct.** The direction shall be given to the subject Councilmember to correct the result of the behavior that violated law or City policy.

b. **Direction to Attend Training.** Direction shall be given to the subject Councilmember to attend training related to the behavior that violated law or City policy. The Council could also find that Council privileges shall be withheld or unavailable until evidence or independent certification is provided by the subject Councilmember to the City Council that the training was completed.

c. **Resolution of Censure.** The City Council may adopt a resolution of censure based on clear and convincing facts supporting the allegations of misconduct giving rise to the censure. A resolution of censure may include the imposition of sanctions against the Councilmember as the City Council deems appropriate. Such sanctions may include removal from internal standing or ad hoc committees, removal from an external committee to which the member had been appointed restrictions on City-related travel privileges, and/or other appropriate penalties.

If violations involve criminal activities or serious breaches of conduct, the findings and any Resolution of Censure may be forwarded to the District Attorney's Office, the State Attorney General's Office, law enforcement agencies, or administrative bodies for further review and further action.

VI. Enforcement.

The enforcement of this policy shall be the responsibility of the City Council. The City Attorney shall oversee compliance and ensure that disciplinary actions are carried out consistently. Any Councilmember who fails to adhere to imposed disciplinary measures may face further sanctions or legal consequences as deemed necessary by the City Council.

RESOLUTION NO. 24-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY ADMONISHING COUNCILMEMBER PAMELA DIGIOVANNI

WHEREAS, on or about March 3, 2023, the City Manager sent a memo to the City Council describing recent and repeated acts of unprofessional conduct by Councilmember DiGiovanni experienced by the City Manager and City staff. A copy of the memo is available upon request from the City Clerk. In the memo, the City Manager alleged abuse, harassment and bullying by Councilmember DiGiovanni against him and City staff; and

WHEREAS, the City Manager and City Council take all complaints of alleged illegal or inappropriate behavior against or among City staff and the City Council seriously. To that end, upon receipt of the complaint, the Human Resources Department retained an independent investigator, Ellis Investigations Corporation, to investigate the alleged acts of abuse, harassment and bullying by Councilmember DiGiovanni. The investigation commenced April 7, 2023. The investigator reported its findings to the City Council Ethics Committee, which were subsequently shared in redacted form to protect the confidentiality of witnesses most of whom were City staff, with the City Council and Councilmember DiGiovanni; and

WHEREAS, the Investigation Report found that Councilmember DiGiovanni engaged in twenty-one (21) acts of abuse, harassment and bullying of City staff; and

WHEREAS, the City Council identified five (5) major violations that created a hostile work environment by Councilmember DiGiovanni; and

WHEREAS, Councilmember DiGiovanni was provided the opportunity to respond to the allegations through a request from the investigator to meet with and interview Councilmember DiGiovanni, which Councilmember DiGiovanni refused; and

WHEREAS, based on the thorough investigation of the allegations, including interviews of all witnesses the investigator deemed relevant, the investigator addressed each of the allegations and issues raised, and made findings.

NOW, THEREFORE**,** BE IT RESOLVED by the City Council of the City of Daly City that it does hereby rely upon and sustains the following findings of the independent investigator's report, a redacted copy of which is attached hereto and made a part hereof, that Councilmember DiGiovanni:

1. Kept City vehicles for extended periods in violation of the City policy on personal use of City vehicles;

2. Used City vehicles for personal purposes in violation of the City policy on personal use of City vehicles;

3. Used City vehicles for political campaigns purposes;

4. Improperly demanded police officers and staff to remove patrols from City events; and

5. Treated City staff unprofessionally and in a hostile manner.

BE IT FURTHER RESOLVED by the City Council of the City of Daly City that:

1. The City Council admonishes Councilmember DiGiovanni based on the findings above, and for her unprofessional and hostile behavior towards the City Manager and City staff; and

2. The City Council urges Councilmember DiGiovanni to apologize to the City Manager and City staff (as a whole) through virtual platforms, or at a City Council meeting, for treating City staff unprofessionally and in a hostile manner; and

3. The City Council urges Councilmember DiGiovanni to attend anger management in the workplace training and related behavior training in order to treat City staff professionally and

4. The City Council finds that should such behavior continue, the City Council will proceed to formal censorship of Councilmember DiGiovanni based upon the findings in the August 15, 2023, Investigation Report and

5. The City Council directs staff to refer this matter to the San Mateo County District Attorney's Office and the California Fair Political Practices Commission.

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 22nd day of January, 2024, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Buenaventura, Daus-Magbual, Manalo

NOES, Councilmembers: None

ABSENT, Councilmembers: Sylvester

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

JUSLYN C. MANALO
MAYOR OF THE CITY OF DALY CITY

Meeting Date: October 27, 2025

Subject: Use Permit UPR-01-23-016044 and Design Review DR-01-23-016046 – Service Station Reconstruction at 101 South Mayfair Avenue

Recommended Action

Approve the Use Permit and Design Review for a new service station, convenience store and carwash.

Planning Commission Discussion

On October 7, 2025, the Planning Commission voted 3-0 to recommend that the City Council approve the Use Permit and Design Review Permit for the proposed new service station, convenience store and carwash. Commissioners expressed support for the project and indicated it would benefit the city and community by providing a larger convenience store, more gas station aisles and a carwash. The Commissioners also expressed the positive fiscal impact that the project will have for the city. Staff confirmed that the new commercial uses will have a positive fiscal impact to the city, increasing the property value and generating additional tax revenue from retail sales tax. The applicant requested that use and design review permit entitlements approval be extended beyond the one year as required in the conditions of approval. Staff indicated that the applicant should request the length of extension as needed at the City Council hearing.

Project Description

The applicant, Ed Hadad, is requesting approval of a Use Permit and Design Review for a new service station, convenience store and carwash. The 22,500 square foot (sf) project site is located on one primary parcel (#APN 002-072-030) located at 101 South Mayfair Avenue. In addition, the applicant has reached an agreement to include landscape and streetscape improvements to the sidewalk and driveways on the adjacent parcel to the south (#APN 002-072-250), owned by CP VIII WESTLAKE OWNER 4 LLC (Attachment A - Location Map). The existing property, located at 101 South Mayfair Avenue, is bordered by South Mayfair Avenue to the north and Poncetta Drive to the east. The surrounding development consists of predominantly single-family residences to the north, multi-family residences to the west and commercial (restaurant) and multi-family residences to the east, and multi-family residence to the south.

The project would demolish the existing service station with snack shop and construct a new service station, new convenience store and carwash at the project site (Attachment B – Project Description). The new buildings include a single-story, 2,304 sf convenience store, 971 sf carwash, 252 sf equipment room and 3,002 sf fueling canopy. The project also includes new driveways, sidewalk connections, medians and landscaping improvements along both the Poncetta Drive and South Mayfair Avenue frontages. The height of the single-story building will range from 17 feet to 23 feet - 6 inches in height to top of roof. The project includes the following components: new

buildings, fuel canopy, landscaping, signage, new paving, pedestrian improvements and vehicle access and circulation improvements at the project site. (Attachment C – Plans)

Business Operation

Items to be sold at the property include gas at the gas station and the convenience store will sell pre-packaged food items, sundry items, some automobile accessories (air fresheners, cell phone accessories, anti-freeze, motor oil, etc.), self-service beverages, fresh and or pre-packaged pastries and can and or bottles of soda, water and sports/energy drinks.

The proposed hours of operation of the gas station and convenience store will be 24 hours a day, seven days a week, 365 days per year. The hours of operation of the carwash shall be 8:00 am to 9:00 p.m., seven days a week, 365 days per year. Fuel will be delivered seven times a week. There will be truck deliveries to the food store one time a week (Attachment B - Project Description)

Discussion

The proposed new service station, convenience store and carwash requires the approval of a use permit and design review. The use permit provides the City Council with an opportunity to evaluate the proposal in the context of the existing on-site and adjacent uses and evaluate if the proposed project merits approval. In so determining, the City Council should evaluate if the new service station would be compatible with existing uses, if infrastructure exists to serve the site, and if the provision of parking is adequate and, as designed, would not have a detrimental impact to the adjacent neighborhood.

Use Permit

The applicant has submitted an application requesting a use permit to allow the construction of a service station, car wash and convenience store. The proposed project is developed according to the C-1 Light Commercial standards and complies with Chapter 17.18 – C-1 Light Commercial District of Daly City Code, which allows a full-service gasoline station at this address.
The proposed use complies with the Findings of Chapter 17.44.050 and will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood, or be injurious or detrimental to the property and improvements in the neighborhood or to the general welfare of the city. Also, an additional finding can be made that the new construction or operation of the proposed gasoline service state, will not significantly adversely affect or limit the public health, safety or welfare in providing public availability for minor emergency help and safety services such as light mechanical repairs, open public restrooms; and the public availability of full-service gasoline service station to those individual needing refueling assistance.

Design Review

The new convenience store building exterior materials and colors will consist of a combination cement plaster with sand finish (“porpoise fin”), and tan fiber cement plank lap siding (“khaki brown”) and allura woodgrain (“cedar”) type lap siding on the west elevation. The cornice will be

cement plaster, finish painted white ("cloud white"). The coping will be painted to match the fiber cement lap siding and the front exterior fascia will be painted white ("bone white"). The exterior entry will be clear anodized aluminum. The west and north elevations shall include metal decorative trellises to add architectural detail to the blank wall.

The service station canopy shall consist of canopy columns with round cladding ("metallic silver") with guard posts painted orange ("wave orange"). The canopy fascia will be silver ("metallic silver") with internally illuminated orange wave and internally illuminated 76 fuel brand logo sign at the corners of canopy. (Attachment C - Plans)

The exterior wall signs shall be internally illuminated. A separate sign permit application for all project signs including wall signs, fuel canopy signs, monument signs and ground signs, shall be required at building permit submittal. All buildings, any applicable retaining walls, fences and trash enclosure materials and colors must match those as approved. High quality materials shall be utilized and final finishes shall be approved by the Director of Economic and Community Development.

All exterior site lighting levels will be illuminated to ensure the safety of the facility, but will not provide glare or excessive light spillage onto adjacent properties or the public right-of-way. Exterior lighting will be LED fixture, down-lit and fully shielded to avoid potential glare towared the street and adjacent properties.

Staff has reviewed the architectural design of the buildings and site plan and determined that the project complies with applicable provisions of Design Review Section 17.45 of the Zoning Ordinance.

Parking and Circulation

A consultant, TJKM Consultants, was hired by the applicant to examine parking and traffic circulation for the proposed gas station, convenience store and carwash.

The existing service station canopy, service islands and snack shop would be demolished and a new modernized service station canopy constructed with a convenience store and car-wash. The service station canopy and service islands would be relocated from the northern side of the site to the east side of the site and would expand from four service aisles to eight service aisles. This will allow for greater capacity to service vehicles and a more efficient traffic circulation configuration and parking access for the new convenience store and entrance to the car-wash.

The applicant proposes to provide seventeen parking spaces for the convenience store service station and carwash uses. The proposed project parking layout is consistent with the DCMC 17.34.020 (O) of the Zoning ordinance in that a total of fifteen parking spaces are required for the service station, convenience store and carwash uses and seventeen spaces are provided. There will be eight parking spaces for the convenience store, including one accessible space. The applicant proposes to use the under canopy spaces at a ratio of .5 spaces per dispenser to meet the parking requirement. The five spaces for the car wash will be provided in the queuing lane.

Site Circulation

Access to the car wash and convenience store will be from either South Mayfair Avenue (two-way traffic), the Poncetta Drive north entrance driveway (enter-only) or the Poncetta south end driveway (two-way traffic). The car wash entrance will be located on the north west side of the site and exist on the south west side. The four, canopy covered, fuel pump islands will be configured in a west to east configuration allowing access from South Mayfair Avenue and Poncetta Drive (Attachment D – Traffic Circulation Memorandum).

Pedestrian Improvements

The proposed new gas station, convenience store and car wash include upgraded sidewalks and driveways that are designed to American Disability Act (ADA) accessible standards. The existing unconnected sidewalk located on the west side of Poncetta Drive will be upgraded to include a fully connected sidewalk, driveways and landscaping with ADA tactile domes at the entrances to the driveways. New medians, island and landscaping will be installed along the north, south and east sides of the property. The applicant will work with the adjacent property owner, Westlake LLC, to develop an easement agreement for the sidewalk improvements along the Poncetta Drive frontage and this will be a condition of approval, prior to building permit submittal.

Based on the traffic circulation study prepared for the applicant and reviewed by the City, the proposed site plan for the gas station, convenience store and car-wash provides a functional layout as well as an aesthetically pleasing design that retains space for landscaping, medians and islands for smooth traffic and pedestrian circulation at the service station, car wash and convenience store uses at the project site.

Landscaping

The project proposes approximately 462 square feet of new landscaping that would include a variety of trees, shrubs and groundcover plants on-site, exceeding the two percent parking lot landscape mandated by the Zoning Ordinance. The tree species selected are Muskogee Crape Myrtle and Sweet Bay trees (15 Gallon), shrubs Purple Hopseed Bush and Boston Ivey (5 Gallon) and groundcover Rosemary (1 Gallon), Myoporum (1 Gallon), Large Cape Rush (5 Gallon) and Moonstruck Marigold (4” pots) (Attachment C – Plans).

The proposed Conditions of Approval require a detailed landscape plan approved by the Planning Division prior to the issuance of any building permits. Since the project exceeds the 1,000 square feet of landscaped area, triggering specific requirements for outdoor water use efficiency and Tier 1 landscape requirements of the Daly City Landscaping Ordinance. The landscaping plan will be required to meet all applicable requirements including water efficient irrigation. The project is also subject to the San Mateo County Stormwater Water Pollution Prevention Program requiring submittal and approval of a stormwater management and inspection plan and maintenance agreement.

Noise

The City requested the applicant contract a consultant to prepare a noise study for the proposed project. A Noise and Vibration Assessment was prepared for the applicant in December 2023 by DUDEK consultants, that examined the existing noise at the site and with the proposed project (Attachment E – Noise and Vibration Assessment).

The General Plan Noise Element establishes objectives, policies, and actions to protect its inhabitants against exposure of noise-sensitive uses to loud noise and to prevent encroachment of noise-sensitive uses on existing noise producing facilities. The General Plan establishes an exterior noise level standard and maximum allowable noise exposure level for residential uses of no more than 70 dBA (Policy NE-2). The noise level guidelines were presented in terms of the 24- hour CNEL or DNL noise level in dBA. The intent of these guidelines is to protect noise-sensitive land uses from new project development, through the discretionary review process to reduce potential noise exposure and excessive noise within the community. Policy NE-3 of the General Plan limits noise generation for new non-residential land uses which are adjacent to residential land uses, to 70 dBA DNL at the residential property line. The assessment prepared by DUDEK evaluated construction noise and vibration, on-site operational noise, traffic noise and project operational vibration.

Construction Noise and Vibration: The analysis concluded that construction noise levels during construction would be a maximum of approximately 65 dBA, and would not interfere with conversation or other daytime activities indoors and even at the closest residences would not be considered significant temporary noise impact, especially with the prohibition against nighttime construction. Based on an assessment of vibration source level of construction equipment and distance to closes residence, project construction vibration would have no potential to cause structural damage to the closest residences, or result in annoyance for the occupants.

On-site Operational Noise: The assessment analyzed stationary producers of noise, including the gas station, convenience store, and car wash. The evaluation found that the carwash would produce noise exceeding 70 dBA, however, the assessment determined that with the installation of a 7-foot masonry wall noise barrier, located along the westside of the carwash exit, the operational noise impact from the stationary sources would be less than significant. The assessment found that under conservative sound modeling conditions (use of gas station pumps, occupied convenience store parking spaces and operation of the carwash), no exceedances with respect to the noise element limits are expected and with incorporation of the recommended noise barrier wall at the carwash exit , operation noise impact from stationary sources would be less than significant. The applicant has incorporated the masonry wall noise barrier in the plans as recommended by the consultant (Attachment C – Plans).

Litter Control and Site Maintenance

An approved litter control and site maintenance plan will be required prior to building permit issuance. The plan must include a schedule of maintenance for the site and adjacent sidewalks and a graffiti abatement program.

The proposed trash enclosure is accessed directly from the car wash exit lane. The litter control and maintenance plan shall also require that the bin, which must be pulled out along exit lane drive aisle, cannot be placed or stored in such a way as to block the on-site drive aisles or create a circulation hazard. Staff has added a condition of approval requiring that the trash enclosure receive design elements similar to those of the convenience store, including color, materials, and roof design.

Signs

The applicant proposes to install two corner monument signs, canopy station signage and car wash entrance signs. "Do No Enter" ground signs will be installed at the car wash exit driveway to alert drivers not to entry the car wash from the south end. The convenience store wall signs, monument signs and canopy signs shall be internally illuminated. The applicant shall submit a sign permit to the Building Division for proposed signage subject for review and approval by the City (Attachment C - Plans).

Fiscal Analysis & Impacts

The proposed project consists of a new service station configuration, commercial building, carwash and site improvements. The proposed project will increase the assessed value of the property, which will result in an additional property tax distribution to the City and increased retail sales tax, which would result in additional tax revenue to the City. In addition, prior to project completion, the project would be subject to the AB1600 Development Impact Fees for new developments which help finance facilities, infrastructure and services in Daly City Administration, Police, Fire, Library, Parks, Transportation, Water, Sewer, and Storm Drainage.

Environmental Assessment

Staff has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined the project is Categorically Exempt per Section 15302(b) Replacement or Reconstruction. The proposed project involves the replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

Findings

The Planning Commission found that, as conditioned, the proposed use permit is in compliance with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed project will not be detrimental to the health, safety, morals, comfort and general welfare of persons residing or working in the vicinity. Approval of the proposed Use Permit UPR-01-23-016044 and Design Review DR-01-23-016046 are in accordance with Chapter 17.44 Use Permits and Chapter 17.45 Design Review, as conditioned herein, is in the best interest of the public health, safety, and general welfare of the community, and that the general site, architecture, and landscape considerations have been incorporated to ensure compatibility with adjacent buildings and to provide an attractive environment. Staff recommends the City Council make the following findings:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council conducted a public hearing on October 27, 2025; notice of said hearing was by newspaper publication, and posting and first class mailing to property owners within 300 feet of the site, on October 16, 2025.

2. The City Council reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined the project is Categorically Exempt per Section 15302(b) Replacement or Reconstruction.

3. The project will minimize the risk to existing public improvements and adjacent private property by providing controlled stormwater runoff from the site to City facilities in full compliance with Order R-2 NPDES Permit No. CAS612008 and Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.

4. The subject property is zoned C-1 (Light Commercial) which requires a Use Permit for the service station with accessory uses;

5. The subject use is consistent with the General Plan and the C-1 standards and, together with the provisions for its design and operation, would not be detrimental to the public health, safety, morals, comfort and general welfare of the neighborhood.

6. The project complies with the applicable provisions of User Permit Section 17.44 of the Zoning Ordinance.

7. The project complies with applicable provisions of Design Review Section 17.45 of the Zoning Ordinance.

8. General architectural considerations have been incorporated in order to ensure the compatibility of this development with its design concept and the character of other adjacent buildings. These considerations include, but are not limited to, the character, scale and quality of the design, the architectural relationship with the site and other buildings, building materials, and colors.

9. The project, as conditions, will incorporate noise reduction measures to ensure noise generated is no greater than 65 dBs and compliant with the Daly City General Plan, maintaining ambient noise comparable to the existing neighborhood.

10. The proposed project parking layout is consistent with the DCMC 17.34.020 (O) of the Zoning ordinance in that a total of fifteen parking spaces are required for the service station, convenience store and carwash uses and seventeen spaces are provided. The applicant proposes to use the under canopy spaces at a ratio of .5 spaces per dispenser to meet the parking requirement. The five spaces for the car wash will be provided in the queuing lane.

CONDITIONS OF APPROVAL:

The Planning Commission recommends approval of a Use Permit UP-01-23-016044 and Design Review DR-01-23-016046, based on the following conditions as specified by each Department and Division. The applicant shall comply with these conditions prior to or in conjunction with any building permit issuance for the proposed improvements. Minor deviations from the conditions of approval may be approved by the Planning Division. Significant deviations will require review and approval by the Planning Commission and City Council.

A. ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

General

1. The applicant shall file a declaration of acceptance of all conditions with the City Clerk within thirty (30) days of Council approval. Until said Declaration is filed, the permits shall not be valid for any purpose.

2. The use permit and design review approval shall be valid for a period of one year from the date of City Council approval. The approvals shall terminate if a building permit has not been obtained and construction commenced within one-year of City Council approval of the project or if the applicant fails to obtain a valid business license.

3. The use permit and design review shall be valid only in conjunction with detailed plans submitted with this project. Any significant modifications required, due to the Conditions of Approval and minor changes to the plan, must be approved by the Planning Division. Major site or architectural modifications shall be treated as an amendment and shall be subject to review by a Council Committee appointed by the Mayor.

4. The demolition, renovation or removal of asbestos-containing building materials is subject to the limitations of District Regulation 11, Rule 2: Hazardous Materials; Asbestos Demolition, Renovation and Manufacturing. The District's Enforcement Division shall be consulted prior to commencing demolition of a building containing asbestos building materials. Any demolition activity subject to but not complying with the requirements of District Regulation 11, Rule 2 would be considered to have a significant impact.

5. An approved litter control and site maintenance plan is required prior to building permit issuance. The plan must include a schedule of maintenance for the site and adjacent sidewalks, a graffiti abatement program, and also require that the trash and/or recycling bins are stored in the trash enclosure, which must be pulled out of the drive aisle for servicing, cannot be placed or stored in such a way as to block the on-site drive aisles or create a circulation hazard.

6. All buildings, any applicable retaining walls, fences and trash enclosure materials and colors must match those as approved. High quality materials shall be utilized and final finishes shall be approved by the Director of Economic and Community Development.

7. Noise reduction shall be required to reduce the noise at the nearest residential receptor to the west of the project site. The applicant plans shall include a 7-ft. high, 34 ft. long masonry sound wall located along the westside exist lane of the carwash. Building permit plan

submittals shall include documentation from a qualified noise specialist that demonstrates the plans and equipment utilize noise attenuation equipment employed in other nearby projects.

8. A soil management plan shall be submitted and approved by the San Mateo County Groundwater Protection Program office prior to building permit submittal.

Building and Site Design

9. The proposed trash enclosure shall be constructed from concrete (CMU is acceptable) and shall receive design elements similar to those of the convenience store, including color, materials, and roof design. The enclosure's doors shall receive a powder-coated metal door painted to match the enclosure's wall color. The capacity, design, and location of the structure shall be approved by both the Planning Division and Allied Waste Services prior to incorporation in the project plans that are submitted to the Building Division for permit issuance.

10. The applicant shall supply a manufacturer cut-sheet of the veneer material proposed for the building prior to building permit application.

11. The applicant shall supply a manufacturer cut-sheet of all proposed lighting fixtures, including wall fixtures, to the Planning Division prior to building permit application. The fixtures shall match or closely reflect those fixtures identified in the illumination model submitted with the use permit application.

12. Any new rooftop mechanical equipment shall be completely screened from view in a manner acceptable to the Planning Division.

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

14. The applicant shall consider the placement of photovoltaic equipment of the canopy roof, the design of which may be approved administratively by the Planning Division. The equipment shall be reviewed so as not to cause light and glare on adjacent residents.

Landscaping

15. The project landscaping exceeds the 1,000 square feet of landscaped area and is subject to the Daly City Landscaping Ordinance. The landscaping plans shall be required to meet all applicable requirements including water efficient irrigation and will incorporate Bay Area Friendly species that are drought tolerant. Irrigation systems will incorporate water efficiency measures and shall show the details on the building permit plans. No building permit may be issued until this condition is met.

16. All trees approved as a part of this project shall be retained in perpetuity and all diseased and/or dying trees shall be replaced immediately or upon notification by the Planning Division to do so.

17. The applicant shall provide establishment, and where necessary, long-term irrigation to all trees, shrubs, and groundcover.

18. The applicant shall triple-stake all trees and this staking shall be subject to initial inspection by the City. Trees shall remain triple-stake through the establishment period. The planted trees shall be 24-inch box.

Operational Requirements and Restrictions

19. The applicant shall provide free compressed air, water, and an air pressure gauge during operating hours, to customers purchasing fuel.

20. Truck and trailer rental operations shall be prohibited at the site. Rental vehicle drop-off shall be prohibited.

21. The use of exterior lighting shall not result in adverse glare to adjacent residential neighbors. Should the Planning Division determine that exterior lighting is causing adverse glare, the applicant may be required to make adjustments to lighting, provide additional shielding to lights, or reduce or eliminate the use of certain lights to comply with this Condition.

22. The service station shall continually provide functioning bathroom facilities to customers.

23. The automated car wash hours of operation shall only be allowed from 8 A.M. to 9 P.M.

Stormwater Treatment

24. The applicant shall develop and submit a stormwater management plan that illustrates full compliance with Section C.3 of Order R-2-2009-0074 NPDES Permit No. CAS612008. The project must comply with Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.

25. Additional stormwater information and updated forms may be required during the building permit review stage when more details of the construction drawings are known. Information and/or designs that may be required if there are any changes that impact the forms submitted for the subdivision application. No building permit may be issued until acceptable storm water requirements are met.

26. The applicant shall receive approval of the stormwater management plan from a third-party reviewer appointed by the City prior to building permit submittal. The applicant shall pay the entire cost of the third-party reviewer.

27. All stormwater treatment facilities shall be inspected during construction to ensure eventual compliance with the stormwater management plan. The applicant shall pay the entire cost of these inspections.

28. The applicant shall enter into a Maintenance Agreement with the City to ensure long-term maintenance and servicing by the Property Owner of stormwater site design and treatment control measures according the approved Maintenance Plan.

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

Signs

30. All signs at the subject property shall receive sign permits and shall remain in conformance with the Daly City Municipal Code. Banners, streamers, balloons, and any other device intended to attract visual attention shall be prohibited. Box signs shall be prohibited, except where allowed on the monument and pole sign.

31. All signs shall be architecturally integrated to match the building on the site. For example, the monument sign at the corner of South Mayfair and Poncetta intersection shall receive a solid base, with veneer and decorative trim and cap to complement the design of the new convenience store.

32. Illuminated wall signs shall incorporate halo-illumination.

Site Maintenance

33. The site shall be maintained in a safe, sanitary and litter free condition at all times.

34. No outside storage shall be allowed, except in the approved trash enclosure area.

35. Doors to the trash enclosure area shall be kept closed except when necessary to dispose of trash or to store material to be recycled.

36. The buildings and appurtenances shall be painted as often as necessary to maintain a weatherproof coating.

37. A maintenance plan for on-site litter control acceptable to the Public Works Streets Supervisor shall be submitted by the applicant and will include: All sidewalks, walkways, driveways, parking lot facilities, and easements within and adjacent to the property, including weeds. The requirement shall not apply to adjacent State-owned highway.

38. All outdoor storage areas shall be screened from public view.

39. Garbage storage areas are to be kept sanitary and free of litter and debris.

40. During construction, litter and construction debris shall be put into closed containers at the end of each day. Subsequent to construction activity, all recyclable material shall be stored exclusively inside the recycling material enclosure area.

41. The accumulation of trash in the garbage dumpster or located anywhere on the premises shall be removed and disposed of in a proper manner. Motor oil that has accumulated in parking stalls and driveway areas shall be cleaned as soon as possible to prevent oil from entering the storm drain system.

42. The applicant shall submit a site maintenance program that includes maintaining the sidewalk area in front of the business prior to the issuance of any building permits.

B. DEPARTMENT OF WATER AND WASTEWATER RESOURCES

43. All water and sewer system work outside of the building foundation shall follow the Daly City Standard Specifications and Drawings.

44. All water and sewer system work outside of the building foundation require additional permitting through the Daly city Engineering Department.

45. Daly City Standard Specifications and Drawings shall prevail when a conflict arises with the plans and specifications.

46. Building water system chlorination and bacteriological testing is required to be approved by the DWWR prior to TCO.

47. All water services shall incorporate a reduced pressure principle back flow device in its design.

C. PUBLIC WORKS-ENGINEERING DIVISION

GENERAL

48. The applicant shall comply with the applicable requirements of the City of Daly City General Conditions of Approval: Use Permits, Variances, Design Reviews, Planned Developments, and Subdivisions, in effect at the time of subdivision and design review application submittal, final map submittal and/or at the time of building permit application.
49. Plans submitted for building or grading permit shall show all existing and proposed utilities, on-site and in the street, including water, sanitary sewer, and storm drain mains.

50. The applicant shall comply with the applicable requirements of the City of Daly City Standard Details and Specifications.

51. Applicant and/or contractor shall provide at least one large project sign that includes basic project information and a phone number where members of the public may report concerns such as off-site tracking, dust control, noise complaints, ground shaking and any related construction activities and obtain information or assistance as needed. The complaints and responses shall be logged, and copies provided to the City Engineer with action status on a weekly basis.

52. No permanent building encroachment including but not limited to: awnings, canopies, marquees, signs, windows, balconies, architectural features and mechanical equipment shall be allowed in the Right-of-Way without the written authorization of the City Engineer.

53. Prior to issuance of first permit (Grading, Site Improvement, and Building, etc.), existing structures on the property shall be demolished, and all existing utility service connections shall be abandoned per City standards.

54. Provide "will serve letters" from all applicable utility agencies.

55. Concurrent with each demolition, grading and drainage permit submittal or as a part of the Improvement Plan package, the Applicant shall prepare a dust control plan. The plan shall conform to the City Standards and comply with the requirements of the Bay Area Air Quality Management District (BAAQMD) Best Management Practices (BMP) for dust control. The Applicant shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The person shall respond and take corrective action within 48 hours when notified of dust complaints.

56. All improvements shall be completed and functioning, and as-built record plans of all improvements submitted in a form acceptable to the City before any occupancy permit is issued or public service improvements are accepted by the City for maintenance.

57. All improvements, including on-site and off-site improvements, and all public service and utility facilities required to serve the project, shall be completed by the applicant prior to issuance of a Building Permit. The improvements shall be consistent with the plans approved by the City Engineer and the Conditions of Approval. All construction shall meet the latest California Building Code, California Fire Code, Daly City Municipal Code and the City Standard Specifications and Drawings. Securities for all required improvements, and applicable fees and charges, shall be submitted to the City for approval. The applicant shall obtain all required permits before commencing work. All required improvements shall be constructed at no cost to the City except where specifically agreed to by the City under the provisions of a written agreement.

58. Grading and improvement plan review and approval by the City Engineer are required before any City Permit is issued. The improvement plans shall include details for on-site and off-site improvements for vehicular and pedestrian access, parking, traffic signs and markings, utility service connections, modifications and extension of the City's sewer, water, storm drain, safety lighting, landscaping, and other public service facilities. All utility services shall be underground. Said improvements shall conform to Daly City and affected Agency's standards. Plans shall be accompanied by all required calculations and studies including geotechnical and impact studies to justify design. Submit photo-mylar reproducible (24"x36"), electronic files (to City AutoCAD Standards) and blueprints as required for City's inspection and filing before permits are issued for construction of improvements. All required improvements shall be constructed at no cost to the City except where specifically agreed to by the City under the provisions of a written agreement.

59. All site improvements shall be installed, inspected and approved by the City Engineer prior to issuance of occupancy permits. In addition, as-built record plans of all improvements shall be submitted in a form acceptable to the City Engineer prior to issuance of occupancy permits.

60. All utility services shall be provided through underground connections. There shall be no overhead drops.

61. All plans shall be accompanied by all required calculations and studies including geotechnical and impact studies to justify design signed and sealed by a licensed professional engineer.

62. Grading and improvement plan review and approval by the City Engineer are required before any City permit is issued. The improvement plans shall include details for on-site and off-site improvements for vehicular and pedestrian access, parking, traffic signs and markings, utility service connections, modifications and extensions of the City's sewer, storm drain, safety lighting, landscaping, and other public service facilities.

63. Securities for all improvements (on-site and off-site), and applicable fees and charges, shall be submitted with any building permits. The applicant shall obtain all required permits before commencing work.

64. Comply with the applicable requirements of the City's General Condition of Approval: Variances, Design Reviews, Planned Developments and Subdivisions, dated December 8, 1999.

65. The applicant shall enter into a Maintenance Agreement in a form acceptable to the City Attorney to ensure the Property Owner will provide long-term maintenance of all street trees, landscaping, and irrigation installed in the public right-of-way. Design of planting and irrigation system shall minimize the extent of irrigation lines, controllers, and valves in the public right-of-way and shall be reviewed and approved by the City Engineer.

66. A notarized letter shall be submitted by the owners of Parcel Number APN 002-072-190 and APN 002-072-250 acknowledging the proposed improvements on their property as part of the 101 S. Mayfair Avenue project.

67. Current title reports (within the last 6 months) for Parcel Number APN 002-072-190 and APN 002-072-250 shall be provided for confirmation of public rights of access through the property.

68. Separate Site Improvement Permits shall be required for each property impacted by the scope of work associated with the 101 S. Mayfair Avenue project.

SITE

69. All project improvements shall be ADA compliant. This includes the sidewalk and driveways within private property.

70. The applicant shall repair and/or replace additional areas of street pavement, sidewalk, curb, and gutter, streetlights, manhole, catch basins, or any other public infrastructure within the right-of-way damaged by construction activities associated with the project (utility installation, etc.) as required by the City.

71. All accessible parking spaces shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the building.

72. Provide documentation from adjacent property owners of APN 002-072-190 and APN 002-072-250 approve the proposed improvements within their properties.

GRADING

73. Grading exceeding 50 cubic yards shall require approval of plans and a grading permit. A licensed Civil Engineer shall prepare the grading plans and erosion control plan in conformance with a soil report prepared by a licensed soil engineer or qualified civil engineer in compliance with the NPDES requirements prior to any development on the property.

74. Provide erosion and storm water pollution plan incorporating best management practices, including operation and maintenance provisions per the requirements applicable at the time of construction permit application. During the wet/rainy season (October 1 to April 30) the developer shall submit a revised erosion control plan as necessary (every five working days) or as required by the City Engineer and/or his representative.

75. The Engineer or Geologist, of record, shall be present on-site during the excavation and grading phases of the project and shall submit a written certification that the project grading plans has been implemented as approved.

STORMWATER

76. The applicant shall be financially responsible for all project-related storm drainage improvements on- and off-site, as required and approved by the City Engineer in accordance with City and Caltrans Standards.

77. Storm drain laterals and mains shall be CCTV'ed at the end of construction. Owner is responsible for providing videos of laterals/mains prior to the City Engineer's permit signoff/acceptance. If cleanouts are utilized instead of manholes or drainage inlets, it is up to the owner to make required changes to provide camera access if access is not available via cleanouts.

78. Full trash capture devices approved by the City Engineer shall be installed on the drainage system.

79. The applicant shall submit stormwater pollution prevention plans at the time of each building permit submittal.

80. Bio-retention constructed along South Mayfair Ave. shall be maintained by the owner of the 101 S. Mayfair Ave. property in perpetuity. An agreement acceptable to the City shall be recorded on the property.

UTILITY

81. Following new utility installation, the applicant shall replace areas of street pavement, sidewalk, curb and gutter damaged by construction. Such repair shall be per City standard specifications.

82. Disconnect all sewer laterals and water services at the main in the street prior to installation of new services. Inspections shall be required by the Department of Water and Wastewater Resources.

83. The project's electrical transformer shall not be installed within the public right-of-way.

84. City standard utility separations shall be provided between existing and proposed utilities.

MAPPING

85. All easement language shall be reviewed and approved by the City Engineer.

PERMIT

86. Encroachment permits and/or a site improvement permit shall be required to be issued by the Public Works Department for all work proposed within the public right-of-way.

D. FIRE DEPARTMENT

87. Applicant shall comply with adopted Building & Fire Codes as well as, Daly City Municipal Code.

88. Fire sprinkler systems required. Applicant shall submit plans to NCFA under separate fire permit.

89. Applicant shall provide fire flow information per CFC, Appendix B.

90. Fire extinguishing/hood system may be required. Applicant shall submit plans to NCFA under separate fire permit.

91. Monitored fire alarm system is required. Applicant shall submit plans to NCFA under separate permit.

92. Knox Key Box will be required of not a 24hr/365day operation. Applicant shall apply for approved hardware at NCFA Administration.

93. Portable fire extinguishers(s) are required. Fire extinguishers shall be mounted 3-5 feet above floor.

94. Applicant shall provide illuminated address identification.

95. Utility identification is required.

96. Doors shall be easily openable in one motion without special knowledge, key or effort per CBC. Use of thumb operated deadbolts prohibited unless integrated with latch.

97. Illuminated exit signs and emergency egress illumination is required.

98. Flammable liquids storage tank installation permit required. Applicant shall submit plans to NCFA under separate permit.

99. Carbon Dioxide permit required if 100 or more pounds. Applicant shall submit to NCFA under separate permit.

E. BUILDING DIVISION

100. Hours of operation for all construction work associated with the subject project shall be 8:00 a.m. to 5:30 p.m., Monday through Friday. There will be no start-up of machines or equipment, no delivery of materials or equipment, and no cleaning or servicing of machines or equipment prior to 7:30 a.m. or after 6:00 p.m. Additionally, there will be no construction work, deliveries, and servicing of the machines and equipment between 6:00 p.m. and 7:30 a.m. and at any time during Saturdays, Sundays and Legal City Holidays. Exceptions to these time restrictions may be granted by the Building Official for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise or conditions that may be unreasonably offensive to neighbors as to constitute a nuisance. The Building Official must be notified and approval given, in writing, in advance of said work.

Recommendation

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

1. Adopt the Findings as outlined herein;

2. Adopt the Categorical Exemption determination for the project;

3. Approve, Use Permit UPR-01-23-016044 and Design Review DR-01-23-016046, as conditioned herein.

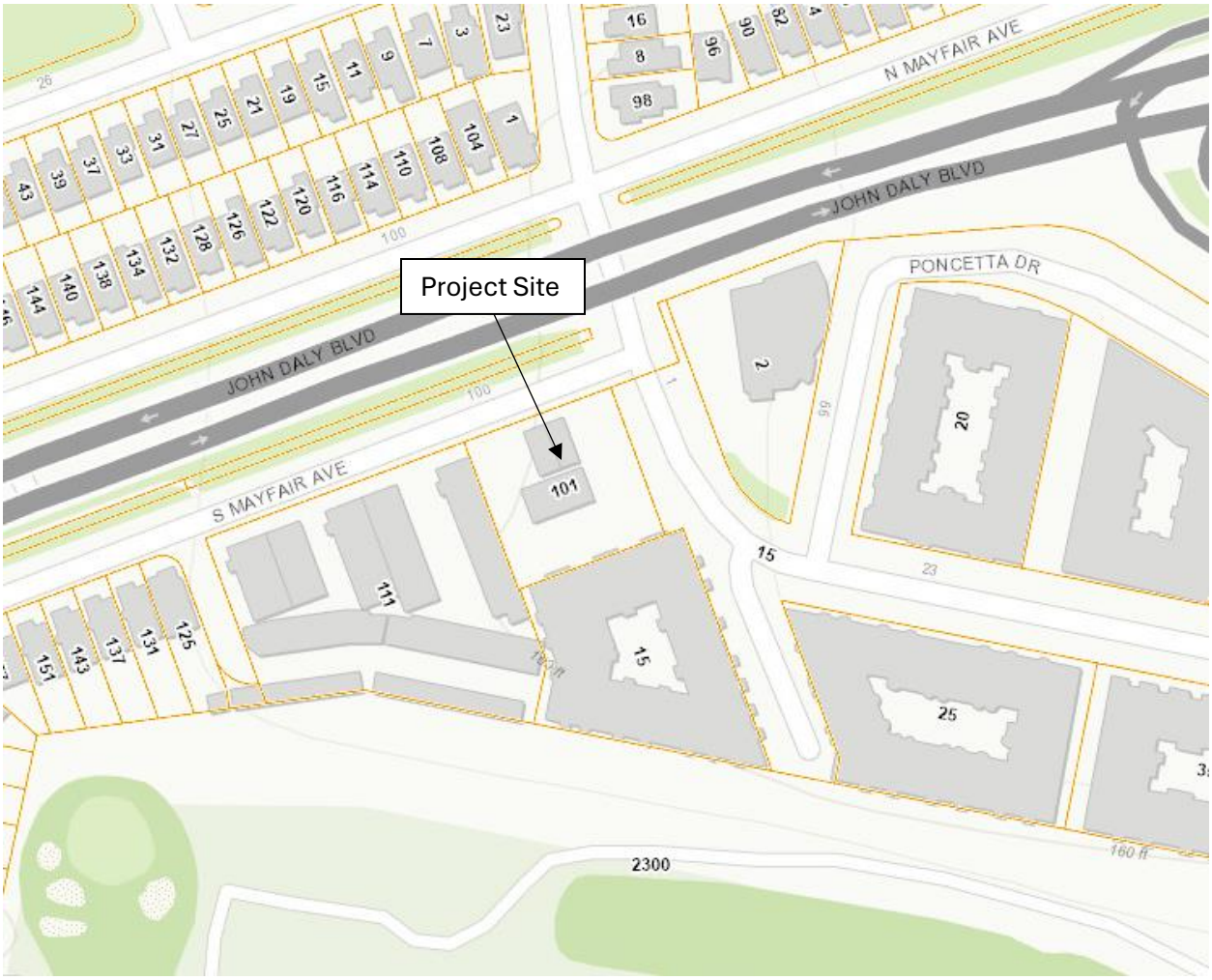
Staff is available to provide any additional information desired by the City Council.

Respectfully submitted,

Sam Fielding
Associate Planner

Tatum Mothershead
Director of Economic and Community Development

Attachments
Attachment A – Location Map
Attachment B – Project Description
Attachment C – Plans
Attachment D – Traffic Circulation Memorandum
Attachment E – Noise and Vibration Assessment


Project Site
JOHN DALY BLVD
JOHN DALY BLVD
N MAYFAIR AVE
S MAYFAIR AVE
PONCETTA DR
2300
101
111
15
25
20
2
160 ft

M I Architects, Inc. A California Corporation
ARCHITECTURE . PLANNING . MANAGEMENT . DESIGN
2221 OLYMPIC BLVD., SUITE 100, WALNUT CREEK, CALIFORNIA 94595

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President

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(925) 878-9875

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Written Project Description for:

76 Gas Station, Convenience Store & Carwash
101 S. Mayfair Ave., Daly City, CA 94105

On behalf of our client, Mr. Ed Hadad, we are submitting the planning application for the reconstruction of the gas station located at the above referenced site. The project scope of the work includes removing +/- 1,600 sf. snack shop with service bay and +/- 2,288 sf. fueling canopy, covering four (4) fuel dispensers, removing the underground storage tanks & associated underground piping, removing one driveway on Poncetta Drive and two driveways on South Mayfair Avenue. The northeast driveway on Poncetta Drive will be widened. The new project consists of approximately 2,304 sf. convenience store, a 971 sf. roll-over carwash tunnel with 247 sf. carwash equipment room, and 3,002 sf. canopy covering (4) fuel dispensers, (2) 20K gallon underground storage tanks with new fuel system. The site improvements include, onsite parking stalls, accessible path of travel to the right-of-way, masonry trash enclosure, site lighting, landscaping, self-service air & water equipment, vacuum unit and a new monument sign. The following are items to be considered in this project:

- **ITEMS TO BE SOLD AT THIS FACILITY:** The gas station will sell gasoline, the Convenience Store will sell pre-packaged food items, sundry items, some automobile accessories (i.e.- air fresheners, cell phone accessories, anti-freeze, motor oil, etc.) self-service beverages, fresh and/or pre-packaged pastries & can and/or bottles of soda, water & sports/energy drinks.
- **EMPLOYEES:** The proposed gas station & convenience store will have the following employees: (2) employees per shift for (3) shifts per day, 5 days per week. (2) employees per shift for (3) shifts per day, 2 days per week. A total of (6) full-time employees for (5) days, and (6) part-time employees for (2) days
- **HOURS OF OPERATION:** The proposed hours of operation of the gas station and convenience store are: 24 hrs. /day, 7days a week, 365 days per year. The hours of operation of the carwash are 8:00am to 9:00pm, 7days a week, 365 days per year
- **FUEL DELEIVARY:** The fuel delivery truck will make deliveries 7 times / week. There will be truck deliveries to the food mart 1 time / week.
- **SITE LIGHTING:** The exterior lighting levels will be enough to ensure the safety of the facility, but to not provide glare or excessive light spillage onto adjacent properties or the public right-of-way. Exterior lighting is LED fixture, down-lit and fully shielded to avoid potential glare toward the street and adjacent properties.
- **RECYCLED CARWASH WATER:** Prior to discharge to the public sewer system, the used carwash water runs through (2) types of treatment tanks the first tank is the sand/oil separator. This tank includes (2) compartments. The sand oil separator intercepts the sand in the first compartment and the oil in the second compartment. The access water then leaves the sand /oil separator tank to the clarifier tank. The clarifier tank consists of (3) compartments to clear the water for the reuse by the carwash equipment. The percentage of the recycled water to be re-used in the carwash will be controlled by the reclaim system.

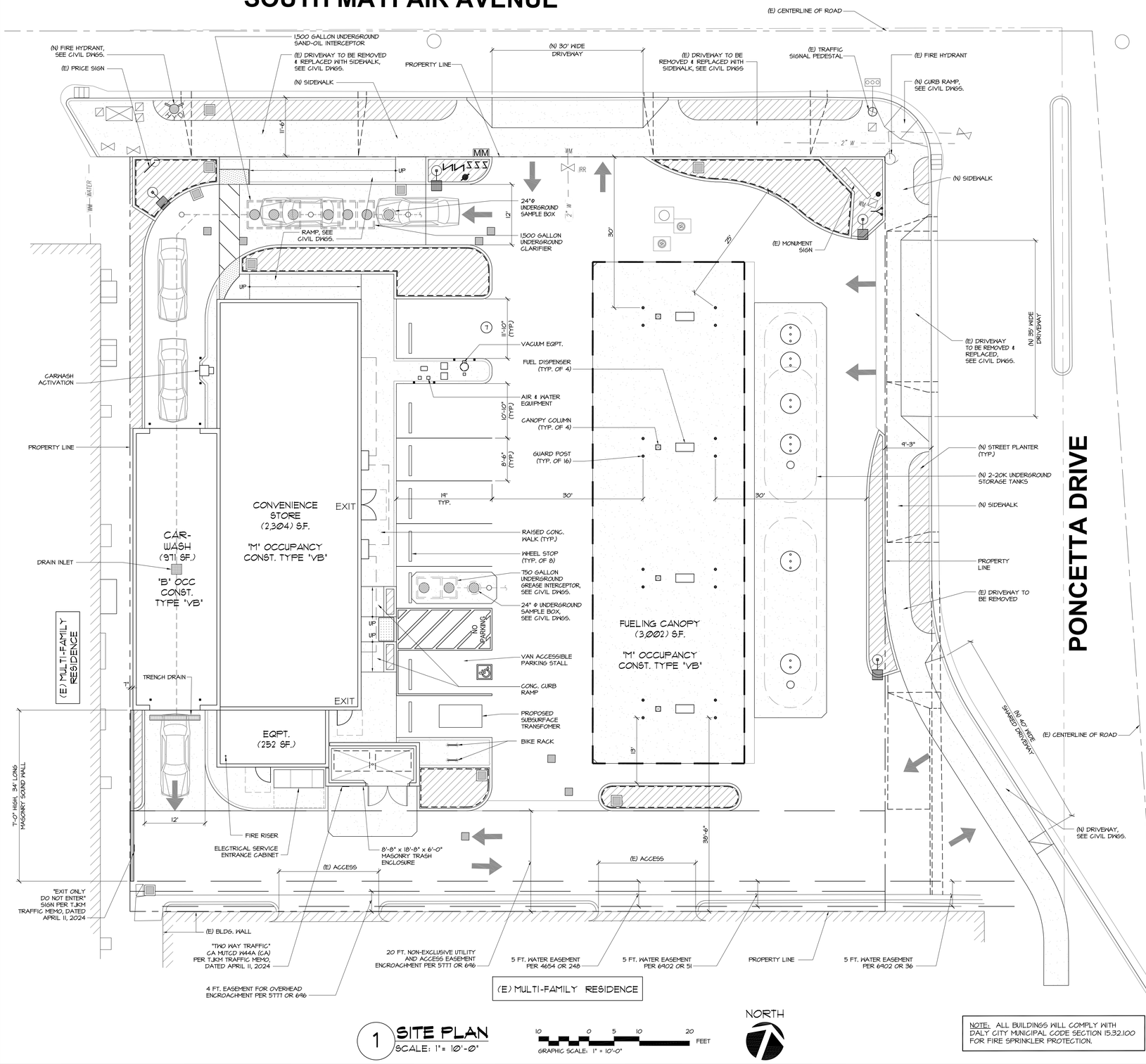
Please don't hesitate to call, if you have any questions. I can be reached at (925) 287-1174 x1.

Sincerely,

Muthana Ibrahim

Architect, President
M I Architects, Inc.

SOUTH MAYFAIR AVENUE



1 **SITE PLAN**
SCALE: 1"= 10'-0"

GRAPHIC SCALE: 1" = 10'-0" (10, 0, 5, 10, 20 FEET)

NORTH

NOTE: ALL BUILDINGS WILL COMPLY WITH DALY CITY MUNICIPAL CODE SECTION 15.32.100 FOR FIRE SPRINKLER PROTECTION.

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A2.1	EXTERIOR ELEVATIONS
A2.2	EXTERIOR ELEVATIONS
CA1	CANOPY ELEVATIONS

SITE INFORMATION

AFN# 002-072-030
JURISDICTION: DALY CITY, CA
CURRENT ZONING: LIGHT COMMERCIAL (C-1)

SITE AREA GROSS :	22500 S.F.
EXISTING BUILDING TO BE REMOVED	
SNACK SHOP AND SERVICE BAY :	± 1,610 S.F.
FUELING CANOPY :	± 2,288 S.F.
NEW BUILDINGS:	
CONVENIENCE STORE :	2304 S.F.
CARWASH TUNNEL :	971 S.F.
EQUIPMENT ROOM :	263 S.F.
FUELING CANOPY :	3,002 S.F.
TOTAL BUILDING AREA :	6540 S.F.
LANDSCAPE	1,662 S.F. (7.4 %)
PARKING REQUIREMENTS	
CONVENIENCE STORE (2,304 / 300) :	8 SPACES
CARWASH :	5 SPACES
FUEL CANOPY :	2 SPACES
TOTAL PARKING REQUIRED :	15 SPACES
PARKING PROVIDED:	
STANDARD PARKING STALLS (8.5' x 19') :	4 SPACES
VAN ACCESSIBLE PARKING STALL (11' x 19') :	1 SPACE
VACUUM PARKING STALL (12' x 19') :	1 SPACE
AIR / WATER PARKING STALL (12' x 19') :	1 SPACE
50 % FUEL CANOPY PARKING :	4 SPACES
CARWASH :	5 SPACES
TOTAL PARKING PROVIDED:	16 SPACES

SITE PLAN LEGEND

- NEW LANDSCAPING
- NEW CONCRETE PAVING
- 4 FT. WIDE (MIN.) ACCESSIBLE ROUTE OF TRAVEL, SHALL NOT EXCEED 5% SLOPE IN THE DIRECTION OF TRAVEL AND 2% CROSS SLOPE
- BIO PLANTER, SEE CIVIL DWGS.
- EXISTING TO REMAIN
- EXISTING CURB TO REMAIN
- NEW CONCRETE CURB

PROJECT DIRECTORY

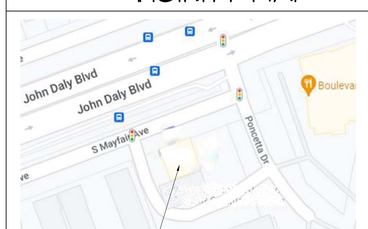
ARCHITECT
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MR. MUTHANA IBRAHIM, ARCHITECT

DEVELOPER
MR. ED HADAD
700 S. BERNARDO AVE. #103
SUNNYVALE, CA 94087
TEL: (408) 691-7971

LANDSCAPE ARCHITECT
CIARDELLA ASSOCIATES
200 CLOCK TOWER PLACE, SUITE D100-A
CARMEL, CA 93923
TEL: (831) 624-6100
MR. RICHARD CIARDELLA

CIVIL ENGINEER
STUKAM CONSULTING ENGINEERS, INC.
11344 COLOMA ROAD SUITE 235C
GOLD RIVER, CA 95670
TEL: (916) 835-5741
FAX: (916) 488-6316
MR. FAREED T. SIDDIQUI, P.E.

VICINITY MAP



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101 SOUTH MAYFAIR AVE.
DALY CITY, CA 94015

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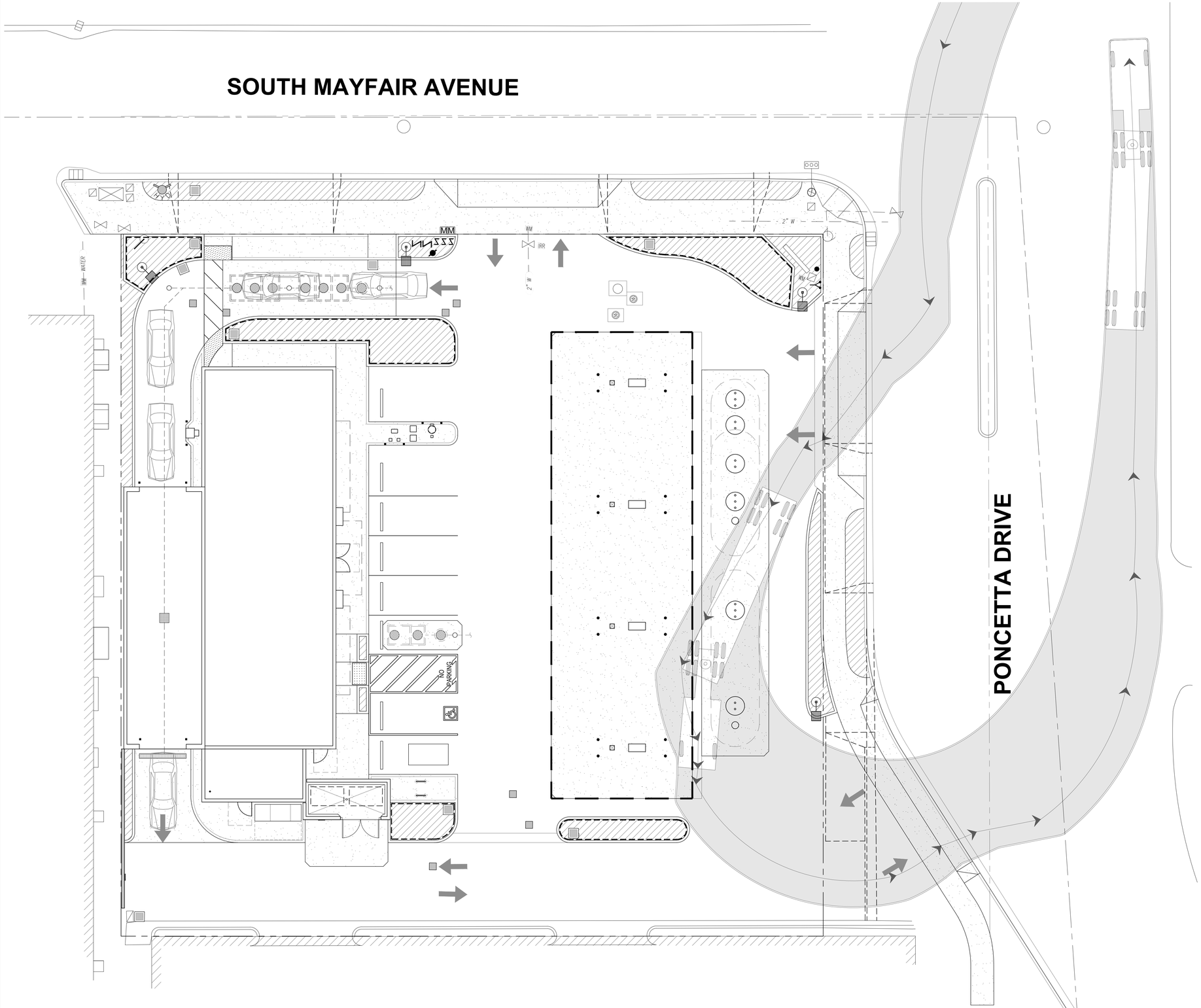
SITE PLAN

PROJECT #: 20-11304
DRAWN: EMQ CHECKED: MII
SCALE: AS NOTED DATE: 04-26-22

SD1

SHEET OF

S:\1-Projects\20-11304 101 S Mayfair Ave Daly City\Dwg's\Planning\20-11304-SD1.dwg modified by midrafter at Jan 07, 2025 - 2:04pm



1 TRUCK PATH SITE PLAN
SCALE: 1"= 10'-0"

10 0 5 10 20 FEET
GRAPHIC SCALE: 1" = 10'-0"

NORTH

VICINITY MAP



PROJECT SITE

NORTH

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TRUCK PATH SITE PL

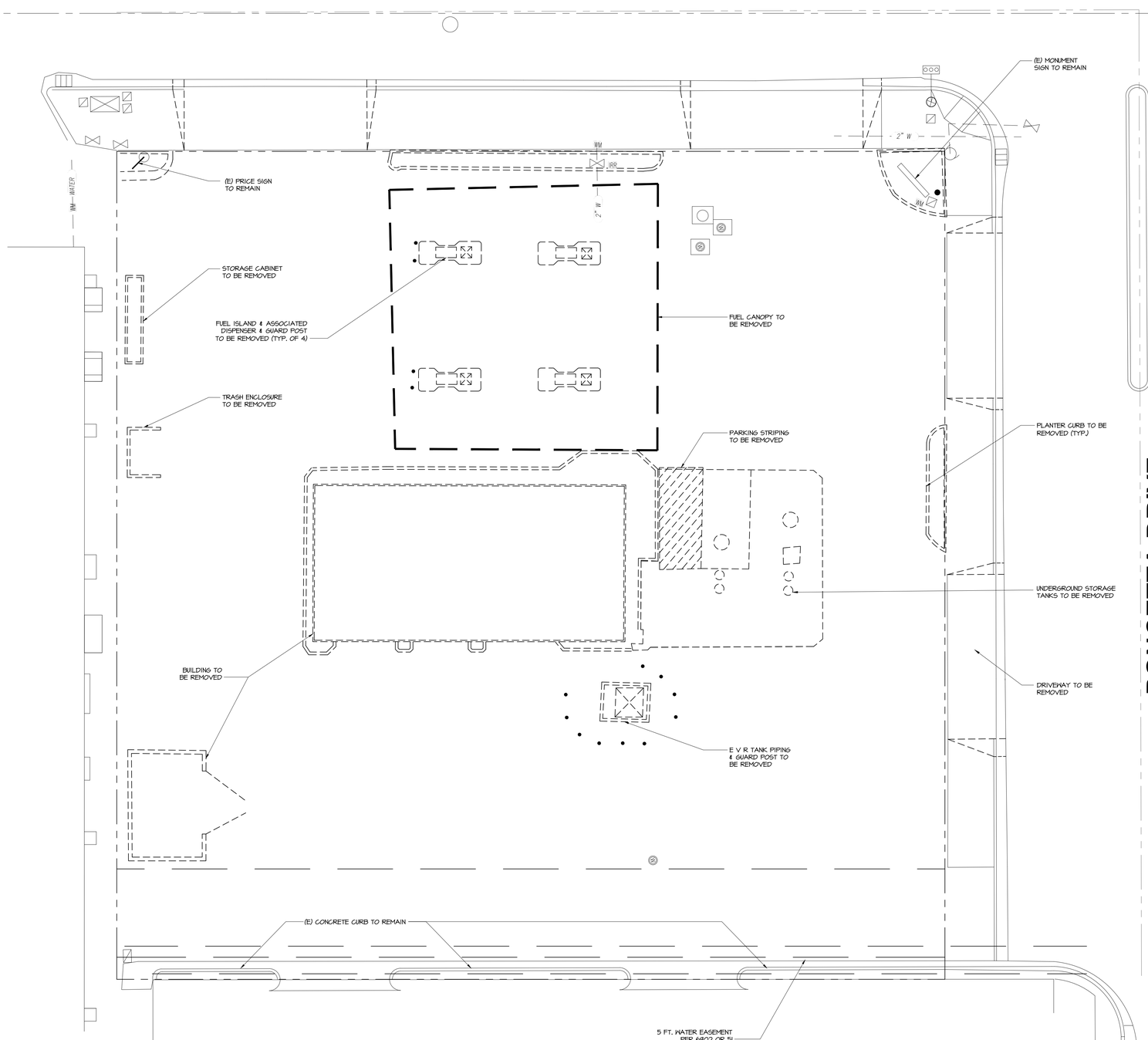
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SD-T

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S:\1-Projects\20-11304 101 S Mayfair Ave Daly City\Dwg's\Planning\20-11304-SD1.dwg modified by Muthanabrahim at Jul 21, 2025 - 4:36pm

SOUTH MAYFAIR AVENUE



1 **DEMOLITION SITE PLAN**
SCALE: 1" = 10'-0"

GRAPHIC SCALE: 1" = 10'-0"
10 0 5 10 20 FEET

NORTH

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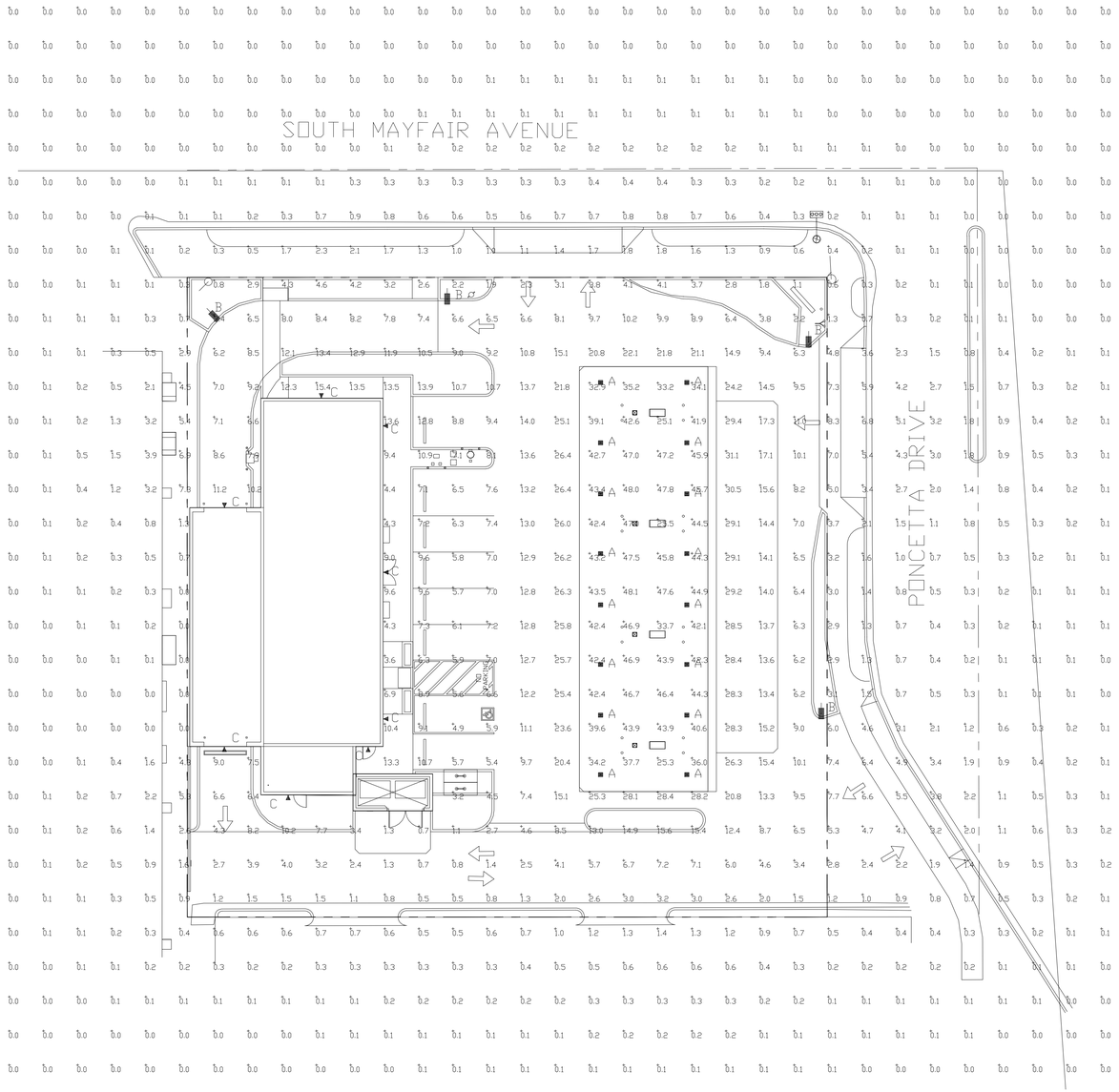
DEMOLITION SITE PLAN

PROJECT #: 20-11304
DRAWN: EMQ CHECKED: MII
SCALE: AS NOTED DATE: 04-26-22

SDO

SHEET OF

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PHOTOMETRIC EVALUATION
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Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the layout to existing or future field conditions.

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with The Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamps/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted. Fixture nomenclature noted does not include mounting hardware or poles. This drawing is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ALL CALC POINTS	Illuminance	Fc	4.83	48.1	0.0	N.A.	N.A.
CANOPY	Illuminance	Fc	40.53	48.1	25.1	1.61	1.92
INSIDE CURB	Illuminance	Fc	11.13	31.1	0.7	15.90	44.43

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Mounting Height	LLD	LLF	Arr. Lum. Lumens	Arr. Watts
	16	A	SINGLE	SCV-LED-15L-SC-50	16'-10"	1.000	1.000	14963	102
	4	B	SINGLE	SLM-LED-18L-SIL-FT-50-70CRI-IL-SINGLE	18'POLE+2'BASE	1.000	1.000	12043	135
	8	C	SINGLE	XWM-FT-LED-06L-50	10'	1.000	1.000	6557	47

Total Project Watts
Total Watts = 2548

SD1-L

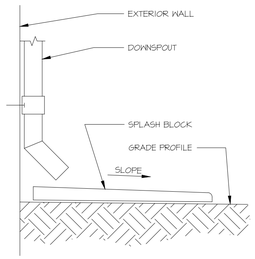
3888 ALLIANCE RD. CINCINNATI, OHIO 45242 USA
(513) 793-3200 ▼ FAX (513) 793-6303

LIGHTING PROPOSAL LO-156823-3B

76 STATTION
101 SOUTH MAYFAIR AVE
DALY CITY,CA

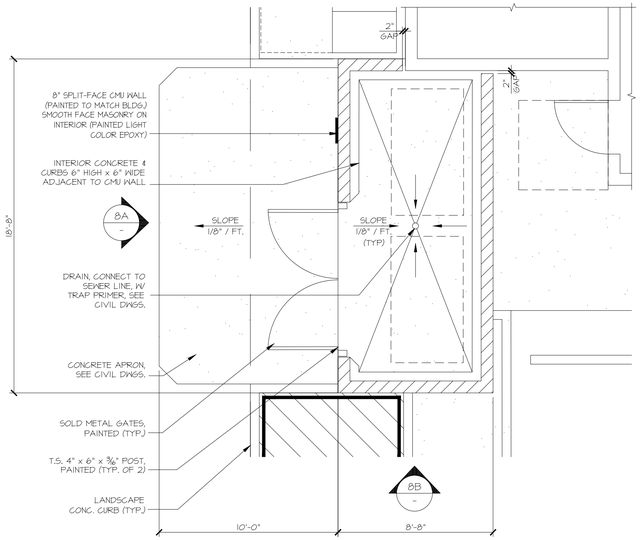
BY:THC	DATE:10-19-22	REV:07-22-24	SHEET 1 OF 1

SCALE: 1'=16' 0 16

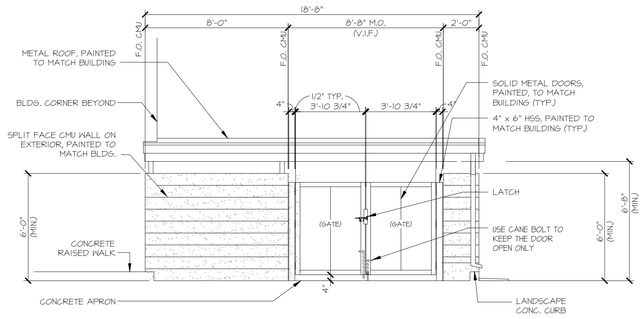


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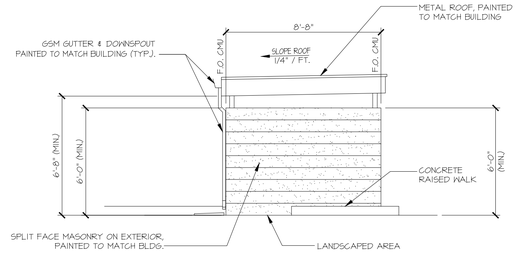
4 1 1/2"=1'-0" DOWNSPOUT TO SPLASH BLOCK



PLAN



A - EAST ELEVATION



C -SOUTH ELEVATION

10 - NOT USED

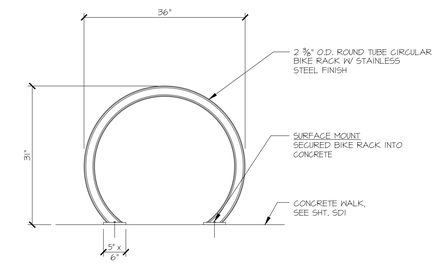
9 - NOT USED

8 1/4"=1'-0" CONVENIENCE STORE TRASH ENCLOSURE PLAN & ELEVATIONS

15 - NOT USED

14 - NOT USED

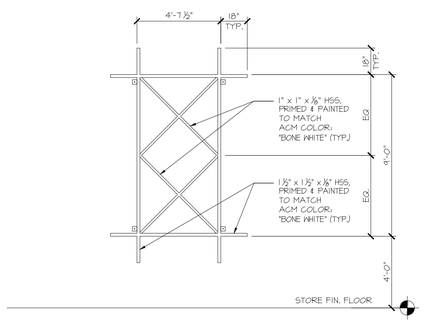
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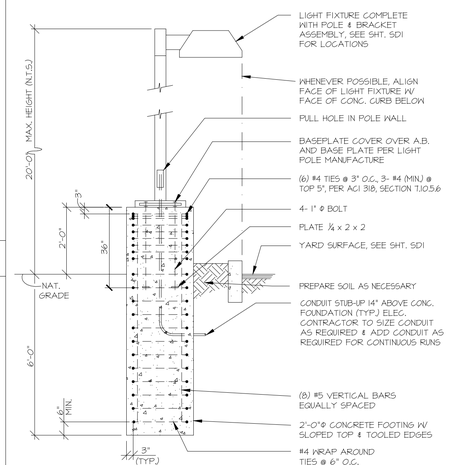


MODEL 2BBR-2G5-SS
BY BELSON OUTDOOR OR EQ.
1-800-323-5664

NOTE: BICYCLE RACK ANCHORS SHALL MATCH FINISH OF BIKE RACK (TYP.)

12 3/4"=1'-0" BIKE RACK





NOTE: REFER TO SITE PLAN, SHEET 3 FOR APPROX. LOCATION.

16 3/8" = 1'-0" AREA LIGHT

17 3/8"=1'-0" WALL MTD. TRELLIS

18 - NOT USED

19 - NOT USED

20 - NOT USED

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SITE DETAILS

PROJECT #: 20-11304
DRAWN: EMQ CHECKED: M
SCALE: AS NOTED DATE: 04-26-

SD2

SHEET OF

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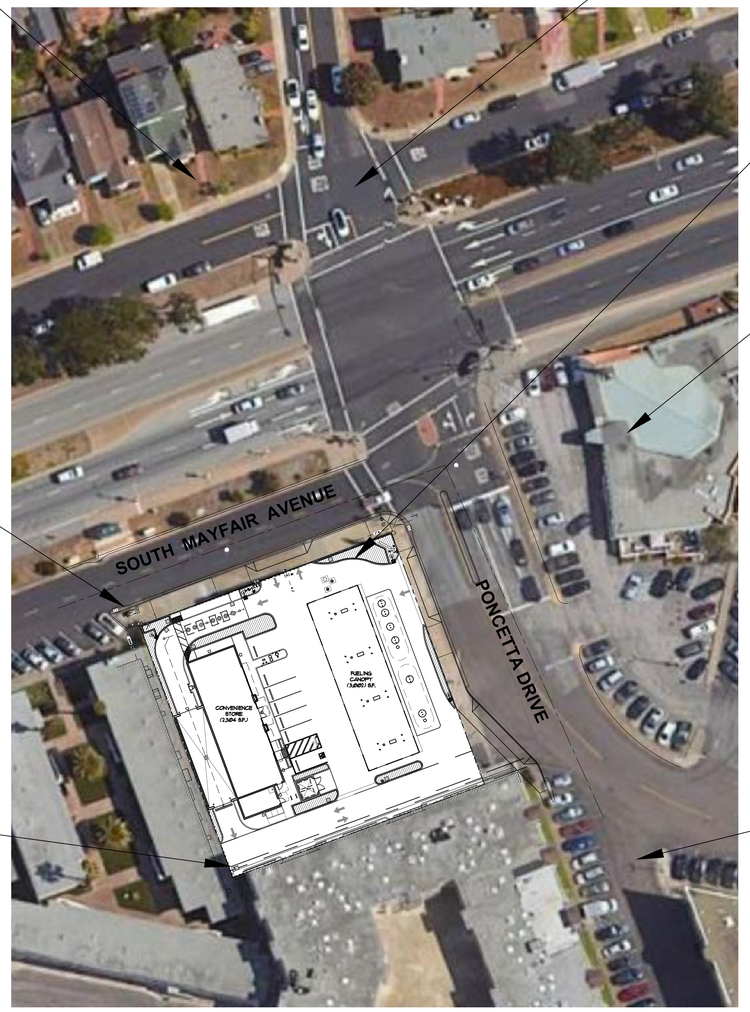
NORTHWEST VIEW: SINGLE DETACHED HOMES ALONG SOUTH MAYFAIR AVENUE



NORTH VIEW: SINGLE DETACHED HOMES ALONG SOUTH MAYFAIR AVENUE



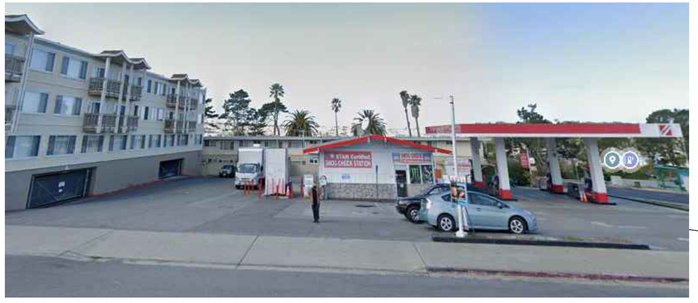
SOUTHWEST VIEW: MULTIFAMILY HOMES BEHIND THE EXISTING CONVENIENCE STORE



PROJECT SITE:
101 SOUTH MAYFAIR AVENUE



NORTHEAST VIEW: RESTAURANT ACROSS THE CONVENIENCE STORE



SOUTHEAST VIEW: MULTIFAMILY HOMES ADJACENT TO THE EXISTING CONVENIENCE STORE



EAST VIEW: CLUSTER OF MULTIFAMILY HOMES ALONG PONCETTA DRIVE.
(FOREFRONT) EXISTING DRIVEWAY TO THE GAS STATION.

1 NEIGHBORHOOD CONTEXT
NOT TO SCALE

NORTH

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NEIGHBORHOOD CONTEXT

PROJECT #: 20-11304
DRAWN: EMQ CHECKED: MII
SCALE: AS NOTED DATE: 04-26-22

SD3

SHEET OF

S:\1-Projects\20-11304 101 S Mayfair Ave Daly City\Dwg's\Planning\20-11304-SD3.dwg modified by mtauser4 at Dec 07, 2023 - 11:04am

SOUTH MAYFAIR AVENUE

PONCETTA DRIVE

SIDEWALK | DRIVEWAY N69°42'00"E | SIDEWALK | DRIVEWAY 150.00'

PLANTER

POTHOLE: 20" TO TOP OF 2" GALVANIZED STEEL WATER PIPE

STORAGE CABINET

CONC

WOOD FENCE

STEP

STEP

CONC

STEP

POTHOLE: 20" TO TOP OF 2" GALVANIZED STEEL WATER PIPE

STORAGE CABINET

STORAGE CABINET

CONC

STORAGE CABINET

WOOD FENCE

STORAGE CABINET

STORAGE CABINET

STORAGE CABINET

WOOD FENCE

STORAGE CABINET

A.P.N. 002-072-200
EXISTING BUILDING
CONCRETE

N20°18'00"W 150.00'

WATER LINE

S69°42'00"W

4' ESMT FOR OVERHEAD ENCROACHMENT PER 5777 OR 696

101 S MAYFAIR AVENUE
EXISTING BUILDING
A.P.N. 002-072-030

APN: 527-32-028

PUMP | PUMP | PUMP | PUMP

MONITORING WELL (TYP)

AIR/WATER

PROPANE DISPENSER

AIR RELEASE TANK

WATER METER

SIGN

SIGNAL

TSB

2" W

WV

DI

MH

S20°18'00"E 150.00'

DRIVEWAY

CONCRETE

PLANTER

20' NON-EXCLUSIVE UTILITY AND ACCESS ESMT PER 5777 OR 696

EXISTING BUILDING

A.P.N. 002-072-190

5' WATER ESMT PER 4654 OR 248

5' WATER ESMT PER 6902 OR 51

150.00'

5' WATER ESMT PER 6902 OR 36

BENCH MARK:
FOUND IRON PIPE IN MONUMENT WELL ELEV=1649.88 INTERSECTION OF S. MAYFAIR AVE AND PONCETTA DRIVE. ELEV=160.08'

SCALE 1"=10'



LEGEND

- MANHOLE
- DRAIN INLET
- WATER LINE — 6"W
- DRAIN LINE — 12"SD
- SEWER LINE — 8"SS
- GAS LINE — 4"G
- FIRE HYDRANT
- WATER VALVE
- SEWER CLEAN OUT
- WATER METER — WM
- FIRE DEPT. CONNECTION
- EDGE OF PAVEMENT
- BACK FLOW PREVENTER
- CONCRETE CURB
- SPOT ELEVATION — 20.90
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL WITH LIGHT
- PARKING LIGHT
- PULL BOX
- GAS VALVE
- UTILITY POLE
- GAS METER — 32.95
- OVER HEAD WIRE — O.H.
- UTILITY POLE W/GUY
- PUBLIC STREET LIGHT
- SIGN
- FENCE
- WALL
- GUARD POST
- TREE
- VAULT
- TRANSFORMER
- RAIN WATER LEADER — 27.95
- UNDERGROUND TELEPHONE LINE — UGT
- UNDERGROUND ELECTRICAL LINE — UGE
- U.G. CABLE LINE — CTV
- RIDGE LINE — RIDGE

SURVEY NOTES:

1) A PRELIMINARY TITLE REPORT WAS PROVIDED BY Orange Coast Title Company of Northern California, ORDER NUMBER Order No. 520-2225363-60 DATED JULY 8, 2021, FOR THE PREPARATION OF THIS SURVEY.

2) THE POSITION OF IDENTIFIED RECORD EASEMENTS HAVE BEEN PLOTTED USING RECORD DESCRIPTIONS. SURFACE FACILITIES HAVE BEEN PLOTTED USING FIELD INFORMATION. THE ACTUAL LOCATIONS OF UNDERGROUND FACILITIES SHOULD BE VERIFIED PRIOR TO ANY NEW CONSTRUCTIONS.

3) THE BOUNDARY SHOWN HEREON IS FROM RECORD, HOLDING FOUND CONCRETE MONUMENTS IN SOUTH MAYFAIR AVE AND FAIRWAY DRIVE PER WESTLAKE SUBDIVISION NO 3 (PER 31 M 18). LOSS OF THESE MONUMENTS OR DISCOVERY OF NEW MONUMENTS MAY ALTER THE PROPERTY LINE.

4) THE TYPES, LOCATION, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. INTERESTED PARTIES ARE CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. STUKAM CONSULTING ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. PRESCRIPTIVE EASEMENTS MAY EXIST OVER THOSE FACILITIES WHICH ARE NOT WITHIN THE RECORD EASEMENT.

5) NO MONUMENTS WERE SET AS A PART OF THIS SURVEY.

LICENSED LAND SURVEYOR
GARY TIMOTHY WONG
No. 5035
Expires 12-31-21
STATE OF CALIFORNIA

DATE: 4

NO.	DATE	REVISION DESCRIPTION	ENGR	APPROVED BY	DATE
			FTS		

DATE: 07-29-2021
SCALE: 1"=10'
DRAWN BY: STAFF
DESIGNED BY: FTS
CHECKED BY: GARY TIMOTHY WONG

STUKAM CONSULTING ENGINEERS, INC.
1344 DOUGLAS ROAD, SUITE 235C
GOLD RIVER CA 95670
(916)835 5791
(916) 858-8241 FAX

TOPOGRAPHIC & BOUNDARY SURVEY

101 SOUTH MAYFAIR AVENUE
UNION 76 GAS STATION

CITY OF DALY CITY — APN: 002-072-030 — CALIFORNIA

PROJECT NO. 2021-004

SHEET 1 OF 1

JOB NO: 2021-004

SOUTH MAYFAIR AVENUE

PONCETTA DRIVE

A.P.N. 002-072-200
EXISTING BUILDING
CONCRETE

A.P.N. 002-072-030

A.P.N. 002-072-190

EXISTING BUILDING

WOOD FENCE

FF=155.15

FF=158.15

FF=158.15

FG=148.75

FG=150.25

FG=150.25

FG=151.25

FG=153.25

FG=154.00

FG=154.00

1.82' PROPOSED PEDESTRIAN ACCESS EASEMENT

20' NON-EXCLUSIVE UTILITY AND ACCESS ESMT PER 5777 OR 696

4' ESMT FOR OVERHEAD ENCROACHMENT PER 5777 OR 696

5' GAS ESMT PER 4654 OR 248

5' WATER ESMT PER 6902 OR 51

5' WATER ESMT PER 6902 OR 36'

SAWCUT LINE

SAWCUT LINE

SAWCUT LINE

SCALE 1"=10'

PROPOSED IMPROVEMENT NOTES:

1. PLACE AC PAVING.
2. PLACE PCC PAVING. FOR ADA PARKING MAXIMUM 1.9% SLOPE IN ALL DIRECTIONS.
3. CONSTRUCT 6" VERTICAL CURB.
4. CONSTRUCT RETAINING WALL WITH HAND RAIL. RETAINING WALL DESIGN, BY OTHERS.
5. PLACE PCC FUELING PAD WITH MAXIMUM 1.9% SLOPE IN ALL DIRECTIONS. PLACE ¼" LIP BETWEEN FUELING PAD AND SURROUND AC OR PCC PAVING.
6. EXISTING AC PAVING IN ACCESS EASEMENT TO REMAIN WHERE SHOWN. PLACE NEW AC PAVING BETWEEN BACK OF NEW DRIVEWAY AND EXISTING AC PAVING.
7. CONSTRUCT 2' VALLEY-GUTTER WITH ¼" LIP AT FUELING CANOPY.
8. SAWCUT EXISTING PAVEMENT IN OR ADJACENT TO ACCESS EASEMENT.
9. PLACE PCC AND PEA GRAVEL FOR FUELING TANKS PER ARCHITECT PLANS.
10. CONSTRUCT SIDEWALK. SLOPE SIDEWALK WITH 4.8% (MAX) SLOPE IN DIRECTION OF TRAVEL AND 1.9% (MAX) CROSS-SLOPE
11. CONSTRUCT SIDEWALK WITH MAXIMUM 1.9% SLOPE IN ALL DIRECTIONS.
12. CONSTRUCT CURB RAMP WITH 1:12 (MAX) SLOPE IN DIRECTION OF TRAVEL AND 1.9% (MAX) CROSS-SLOPE. INSTALL HAND RAILS WHERE RAMP HEIGHT EXCEEDS 6 INCHES.
13. CONSTRUCT 18" STANDARD CURB CUT WITH CHAMFERED SIDES AT 45° ADJACENT TO FLOW-THROUGH PLANTER. PLACE 4" COBBLES SURROUND CURB CUT WITHIN FLOW-THROUGH PLANTER EXTENDING 2' RADIALLY. SEE DETAIL BELOW.
14. REMOVE EXISTING DRIVEWAYS, CORNER RAMP, SIDEWALK, CURB AND GUTTER ALONG FRONTAGE. PLACE NEW DRIVEWAYS, SIDEWALK, CURB AND GUTTER ALONG SITE FRONTAGE PER DALY CITY STANDARD DETAIL S-2 AND S-3. CORNER RAMP TO BE REPLACED PER CALTRANS DETAIL A88A CASE A.
15. CONSTRUCT FLOW-THROUGH PLANTER USING 18" BSM LAYER OVER A 12" PERMEABLE ROCK LAYER. SEE DETAIL BELOW FROM SECTION 6.2 OF SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM (SMCWPPP) C.3 REGULATED PROJECTS GUIDE, DATED NOV 2023. WALL DESIGN, BY OTHERS.
16. CONSTRUCT PLANTER STRIP BEHIND CURB. SLOPE PLANTER 1.5% TOWARDS CURB. INSTALL ROOT CONTROL BARRIER PER DALY CITY STANDARD DETAIL PR-3 IF TREES ARE PLANTED. BERM PLANTER SO IT CAN POND 1" (MIN). SEE DETAIL 4 ON SHEET 4.
17. CONSTRUCT TERRACED FLOW-THROUGH PLANTER USING 18" BSM LAYER OVER A 12" PERMEABLE ROCK LAYER ALONG S. MAYFAIR AVENUE FOR OFFSITE STORMWATER TREATMENT USING A CHECK DAM. SEE DETAIL BELOW FROM SECTION 6.1 OF SMCWPPP C.3 REGULATED PROJECTS GUIDE, DATED NOV 2023. WALL DESIGN, BY OTHERS.

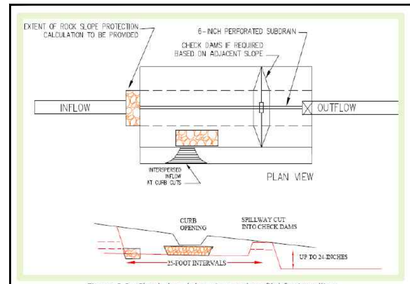


Figure 6-8: Check dam (plan view and profile) for installing a series of linear bioretention cells in sloped area

CHECK DAM | NTS | 1

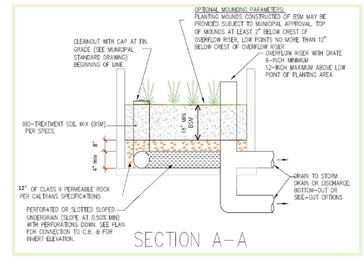
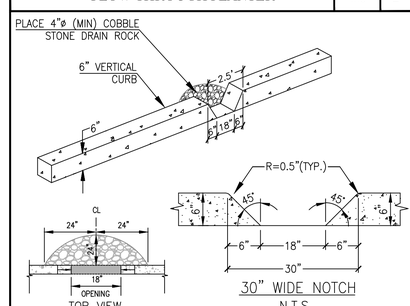


Figure 6-17: Cross section A-A of flow-through planter, shows side view of underdrain (Not to Scale)

FLOW-THROUGH PLANTER | NTS | 2



CURB OPENING | NTS | 3

BY	DC	DATE	REVISIONS

REGISTERED PROFESSIONAL ENGINEER
DAVID T. SIDOTI
No. 56122
Civil
STATE OF CALIFORNIA
PRELIMINARY (NOT FOR CONSTRUCTION)

DEVELOPER
ED HADAD
700 S. BERNARDO AVE. #103
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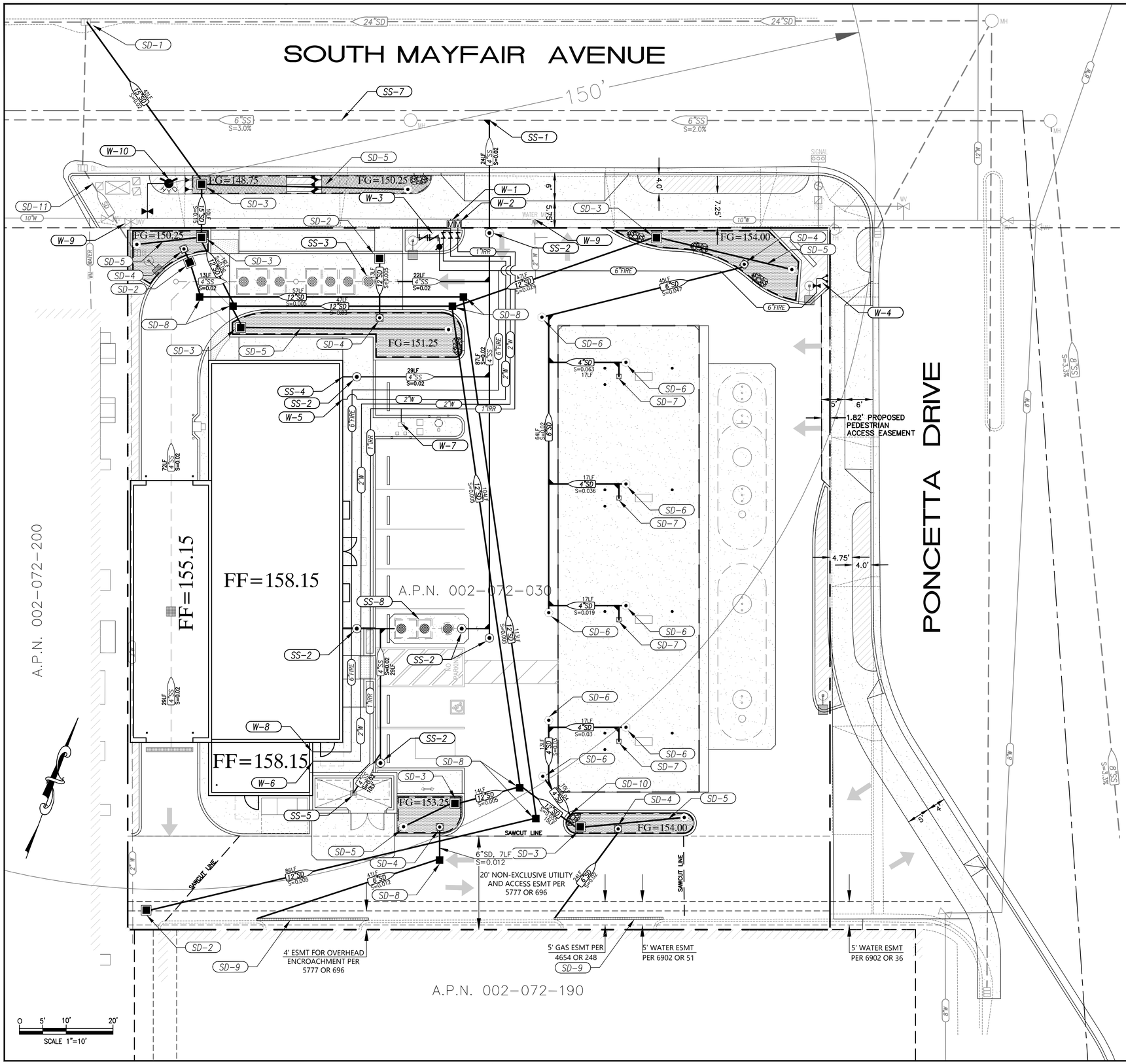
PRELIMINARY GRADING PLAN
101 S. MAYFAIR AVENUE
GAS STATION, CONVENIENCE STORE & CARWASH
APN: 002-072-030
DALY CITY | SAN MATEO COUNTY | CALIFORNIA

JOB NO: 2021-004	Designed: ETS	Checked: ETS	Date: 10/22/2024

SHEET
1
Of 4 SHEETS

JOB NUMBER:
2021-004

PLOTTED DATE: T:\2021\2021-004 101 S Mayfair Daly City\Dwg\Preliminary\2021-004 Preliminary Improvement Plans.dwg, 6/23/2025 4:30:11 PM



WATER NOTES:

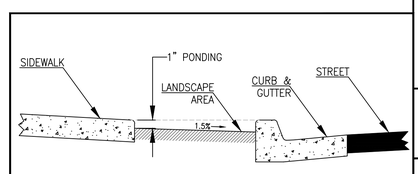
- W-1 INSTALL NEW 2" WATER SERVICE, 2" WATER METER AND TWO 2" BACK FLOW PREVENTERS CONNECTED IN PARALLEL.
- W-2 INSTALL NEW 1" WATER SERVICE, 1" WATER METER AND 1" BACK FLOW PREVENTER. CONNECT TO IRRIGATION SERVICE.
- W-3 INSTALL 6" FIRE SERVICE, 6" DDC AND PIV.
- W-4 INSTALL FDC AND CHECK VALVE. CONNECT TO 6" FIRE SERVICE.
- W-5 EXTEND 2" WATER SERVICE TO CONVENIENCE STORE.
- W-6 EXTEND 2" WATER SERVICE TO CARWASH EQUIPMENT ROOM.
- W-7 EXTEND 1" IRRIGATION SERVICE TO AIR/WATER STATION.
- W-8 EXTEND 6" FIRE SERVICE TO CARWASH EQUIPMENT ROOM.
- W-9 ABANDONED 2" WATER SERVICE AT WATER MAIN BY REMOVING THE TEE.
- W-10 INSTALL FIRE HYDRANT PER CITY STD DTL W-5.

SEWER NOTES:

- SS-1 CONNECT SEWER SERVICE TO 6" SEWER MAIN.
- SS-2 INSTALL CLEANOUT TO GRADE.
- SS-3 EXTEND 4" SEWER SERVICE TO CARWASH SAND-OIL SEPARATOR, CLARIFIER, SAMPLE BOX AND TRENCH DRAIN AT CARWASH EXIT.
- SS-4 EXTEND 4" SEWER SERVICE TO CONVENIENCE STORE.
- SS-5 INSTALL FLOOR DRAIN, P-TRAP AND TRAP PRIMER IN TRASH ENCLOSURE. CONNECT TO GREASE INTERCEPTOR. EXTEND 1" IRRIGATION SERVICE TO TRAP PRIMER.
- SS-6 INSTALL GREASE INTERCEPTOR AND CONNECT TO ONSITE SEWER SERVICE.
- SS-7 LOCATE EXISTING SEWER SERVICE AND ABANDON SERVICE AT MAIN BY REMOVING THE TEE.
- SS-8 INSTALL 750 GAL GREASE INTERCEPTOR

STORM DRAIN NOTES:

- SD-1 CONNECT ONSITE STORM DRAIN SYSTEM TO EXISTING DRAIN INLET ON WEST SIDE OF S. MAYFAIR AVE.
- SD-2 PLACE DRAIN INLET WITH TRAFFIC RATED, HEEL PROOF GRATE. MARK INLET WITH "NO DUMPING! FLOWS TO BAY". INSTALL REM TRITON TRASH CAPTURE DEVICE MODEL #TR2424 WITH CARTRIDGE MODEL #TR16-CART AND BIOFLEX FIBER MEDIA.
- SD-3 PLACE DRAIN INLET AND USE AS OVERFLOW WITH TOP OF GRATE 6" ABOVE AND INVERT 2.5' BELOW FINISHED GRADE OF FLOW-THROUGH PLANTER.
- SD-4 PLACE DRAIN INLET AND USE AS BUBBLE-UP IN FLOW-THROUGH PLANTER WITH TOP OF GRATE 3" ABOVE FINISH GRADE OF FLOW-THROUGH PLANTER.
- SD-5 INSTALL 4" PVC SDR-35 PERFORATED PIPE IN GRAVEL LAYER OF FLOW-THROUGH PLANTER. TERMINATE PIPE WITH CLEANOUT TO GRADE.
- SD-6 PLACE STORM DRAIN CLEANOUT TO GRADE.
- SD-7 CONNECT FUELING CANOPY TO ONSITE STORM DRAIN SYSTEM.
- SD-8 PLACE DRAIN INLET WITH TRAFFIC RATED SOLID COVER AND USE AS JUNCTION BOX.
- SD-9 PLACE 6" WIDE TRENCH DRAIN AND CONNECT TO ONSITE STORM DRAIN SYSTEM.
- SD-10 DAYLIGHT STORM DRAIN PIPE INTO FLOW-THROUGH PLANTER. PLACE COBBLES 2' UNDER AND AROUND DAYLIGHT.
- SD-11 ABANDON EXISTING STORM DRAIN LINE AT PUBLIC DRAIN INLET.



SELF-RETAINING AREA | NTS | 4

BY	DC	DATE	REVISIONS

REGISTERED PROFESSIONAL ENGINEER FREDERICK T. SIDDOWAY No. 56122 Civil STATE OF CALIFORNIA

Preliminary (Not For Construction)

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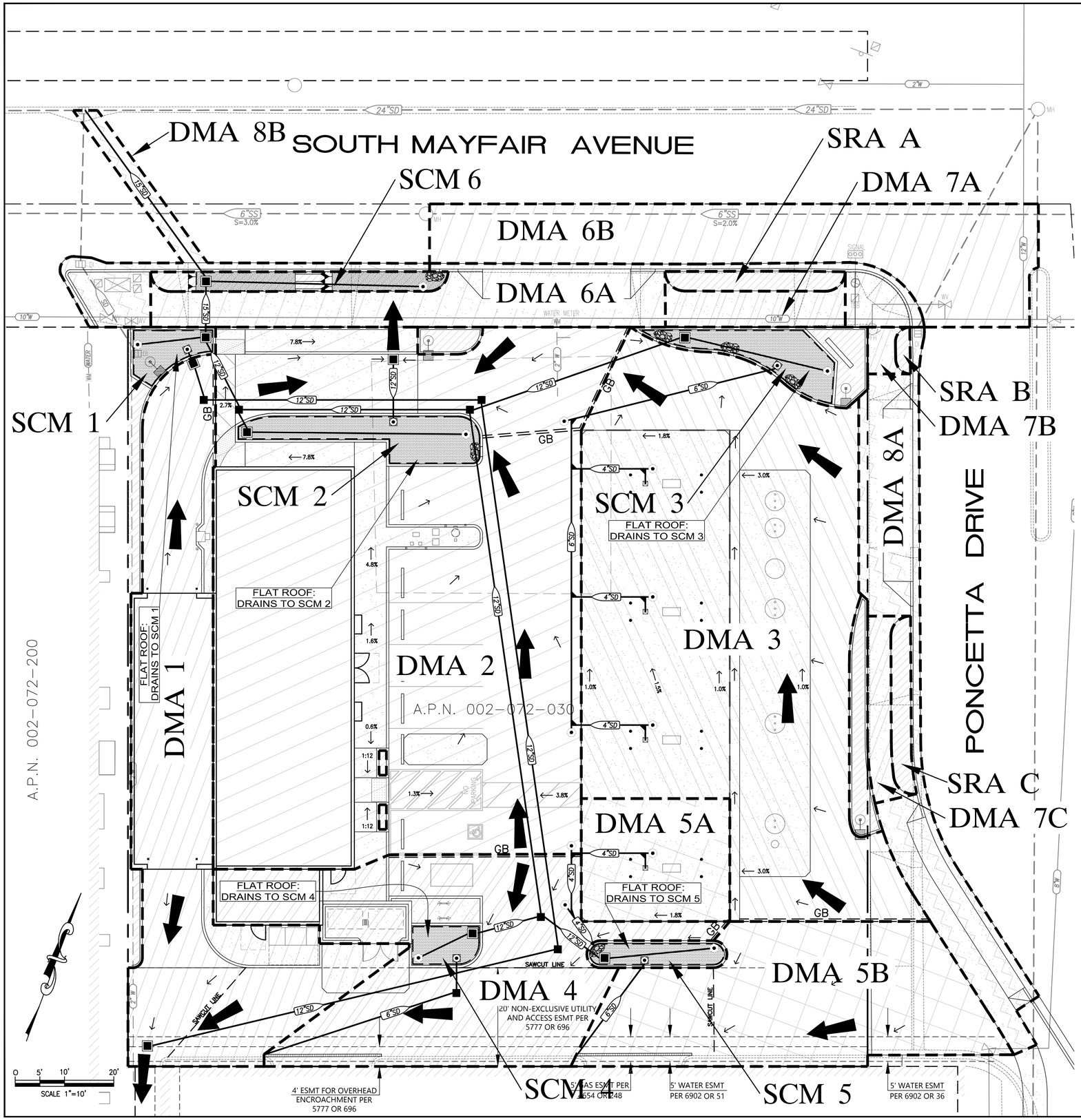
PRELIMINARY UTILITY PLAN
101 S. MAYFAIR AVENUE
GAS STATION, CONVENIENCE STORE & CARWASH
APN: 002-072-030
DALY CITY | SAN MATEO COUNTY | CALIFORNIA

JOB NO: 2021-004 | Designed: FTS | Checked: FTS | Date: 10/22/2024

SHEET 2 Of 4 SHEETS

JOB NUMBER: 2021-004

PLOTTED DATE: T:\2021\2021-004 101 S Mayfair Daly City\Dwg\Preliminary\2021-004 Preliminary Improvement Plans.dwg, 6/23/2025 4:30:13 PM



PLOTTED DATE: T:\2021\2021-004 101 S Mayfair Daly City\Dwg\Preliminary\2021-004 Preliminary Improvement Plans.dwg, 6/23/2025 4:30:14 PM

IMP NAME: SCM-1

IMP TYPE: FLOW-THROUGH PLANTER
SOIL TYPE:C

DMA NAME	DMA AREA (SQ. FT.)	POST PROJECT SURFACE TYPE	DMA RUNOFF FACTOR	DMA AREA X RUNOFF FACTOR	IMP SIZING			
					IMP SIZING FACTOR	RAIN ADJUST-MENT FACTOR	MINIMUM AREA	PROPOSED AREA
DMA 1	2916	ROOF & PAVING	1.00	2916				
			TOTAL:	2916	0.04	1.00	117	118

IMP NAME: SCM-2

IMP TYPE: FLOW-THROUGH PLANTER
SOIL TYPE:C

DMA NAME	DMA AREA (SQ. FT.)	POST PROJECT SURFACE TYPE	DMA RUNOFF FACTOR	DMA AREA X RUNOFF FACTOR	IMP SIZING			
					IMP SIZING FACTOR	RAIN ADJUST-MENT FACTOR	MINIMUM AREA	PROPOSED AREA
DMA 2	7776	ROOF & PAVING	1.00	7776				
			TOTAL:	7776	0.04	1.00	311	314

IMP NAME: SCM-3

IMP TYPE: FLOW-THROUGH PLANTER
SOIL TYPE:C

DMA NAME	DMA AREA (SQ. FT.)	POST PROJECT SURFACE TYPE	DMA RUNOFF FACTOR	DMA AREA X RUNOFF FACTOR	IMP SIZING			
					IMP SIZING FACTOR	RAIN ADJUST-MENT FACTOR	MINIMUM AREA	PROPOSED AREA
DMA 3	5625	ROOF & PAVING	1.00	5625				
			TOTAL:	5625	0.04	1.00	225	242

IMP NAME: SCM-4

IMP TYPE: FLOW-THROUGH PLANTER
SOIL TYPE:C

DMA NAME	DMA AREA (SQ. FT.)	POST PROJECT SURFACE TYPE	DMA RUNOFF FACTOR	DMA AREA X RUNOFF FACTOR	IMP SIZING			
					IMP SIZING FACTOR	RAIN ADJUST-MENT FACTOR	MINIMUM AREA	PROPOSED AREA
DMA 4	2500	ROOF & PAVING	1.00	2500				
			TOTAL:	2500	0.04	1.00	100	103

IMP NAME: SCM-5

IMP TYPE: FLOW-THROUGH PLANTER
SOIL TYPE:C

DMA NAME	DMA AREA (SQ. FT.)	POST PROJECT SURFACE TYPE	DMA RUNOFF FACTOR	DMA AREA X RUNOFF FACTOR	IMP SIZING			
					IMP SIZING FACTOR	RAIN ADJUST-MENT FACTOR	MINIMUM AREA	PROPOSED AREA
DMA 5A	750	STANDARD ROOF	1.00	750				
DMA 5B	1960	AC PAVING	1.00	1960				
			TOTAL:	2710	0.04	1.00	108	114

IMP NAME: SCM-6

IMP TYPE: FLOW-THROUGH PLANTER
SOIL TYPE:C

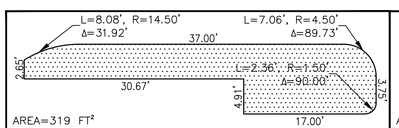
DMA NAME	DMA AREA (SQ. FT.)	POST PROJECT SURFACE TYPE	DMA RUNOFF FACTOR	DMA AREA X RUNOFF FACTOR	IMP SIZING			
					IMP SIZING FACTOR	RAIN ADJUST-MENT FACTOR	MINIMUM AREA	PROPOSED AREA
DMA 6A	1236	PCC WALK & GUTTER	1.00	1236				
DMA 6B	1817	EX AC PAVING	1.00	1817				
			TOTAL:	3053	0.04	1.00	122	165

IMP NAME: SRA A,B & C

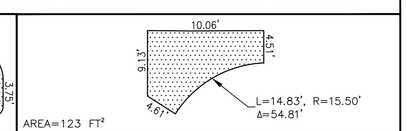
IMP TYPE: SELF-RETAINING AREA
SOIL TYPE:C

DMA NAME	DMA AREA (SQ. FT.)	POST PROJECT SURFACE TYPE	DMA RUNOFF FACTOR	DMA AREA X RUNOFF FACTOR	IMP SIZING			
					IMP SIZING FACTOR	RAIN ADJUST-MENT FACTOR	MINIMUM AREA	PROPOSED AREA
DMA 7A	272	PCC WALK	1.00	272				
DMA 7B	58	PCC WALK	1.00	58				
DMA 7C	186	PCC WALK	1.00	186				
			TOTAL:	516	0.5	1.00	258	304

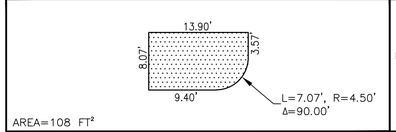
NOTE: DMA 8A & 8B's COMBINED 1707 SQ. FT. OF IMPERVIOUS AREA IS TREATED IN-LIEU BY DMA 6B.



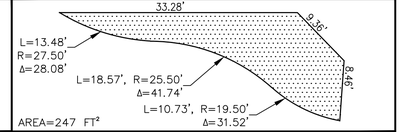
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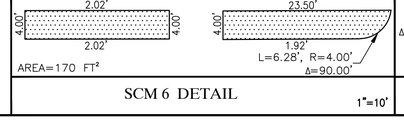
SCM 1 DETAIL 1"=10'



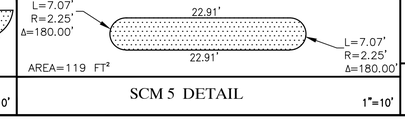
SCM 4 DETAIL 1"=10'



SCM 3 DETAIL 1"=10'



SCM 6 DETAIL 1"=10'



SCM 5 DETAIL 1"=10'

REVISIONS | BY | DC | DATE

REGISTERED PROFESSIONAL ENGINEER
No. 56122
CIVIL
STATE OF CALIFORNIA

Preliminary Not For Construction

DEVELOPER
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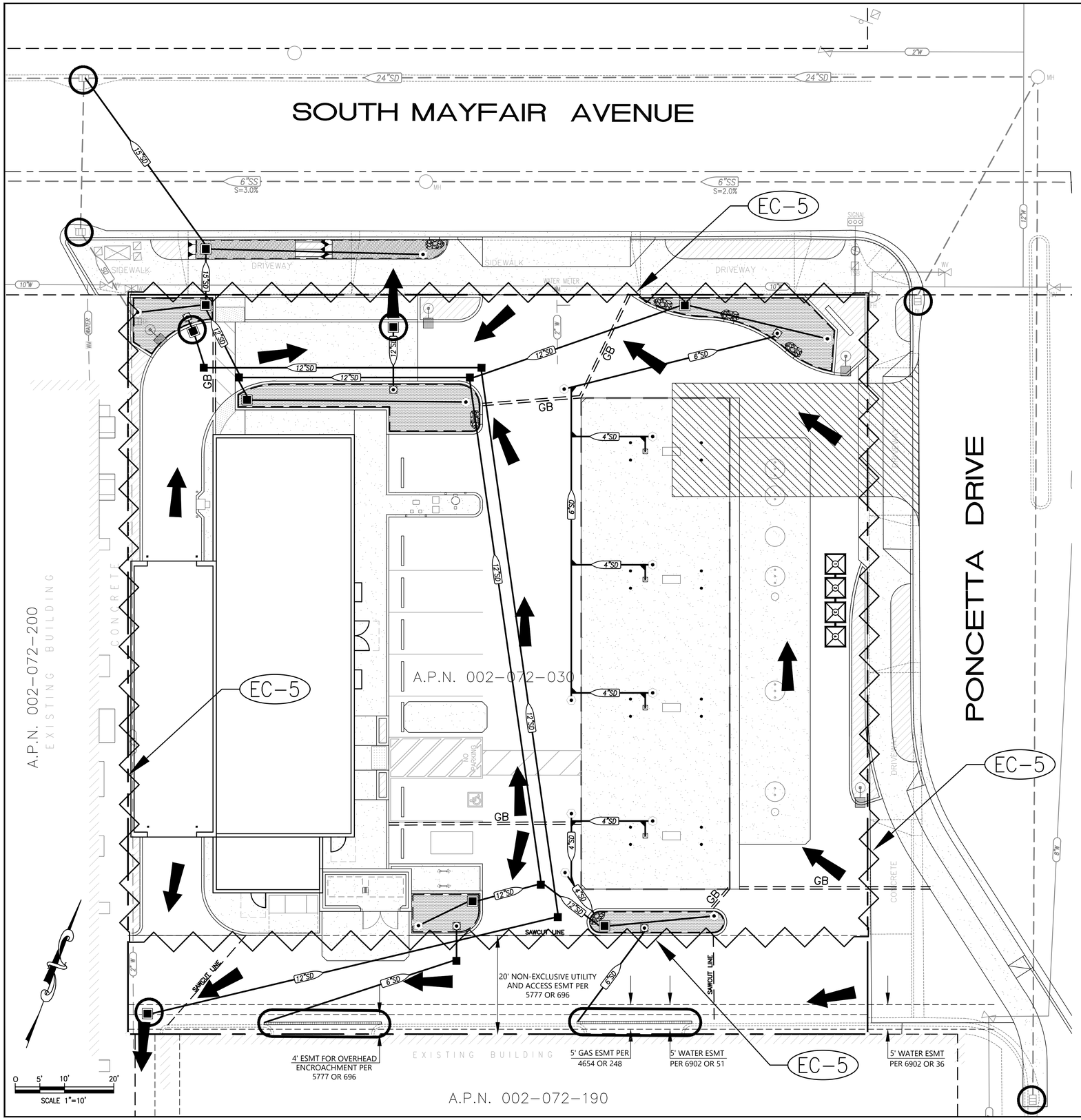
STUKAM CONSULTING ENGINEERS, INC.
11344 COLOMA RD, SUITE 235C
GOLD RIVER, CA 95670
(916) 858-8241 PHONE
(916) 988-6316 FAX

STORMWATER CONTROL PLAN
101 S. MAYFAIR AVENUE
GAS STATION, CONVENIENCE STORE & CARWASH
APN: 002-072-030
DALY CITY SAN MATEO COUNTY CALIFORNIA

JOB NO: 2021-004 | Designed: FTS | Checked: FTS | Date: 10/22/2024

SHEET 3 Of 4 SHEETS

JOB NUMBER: 2021-004



EROSION AND SEDIMENT CONTROL LEGEND

- PROVIDE STABILIZED CONSTRUCTION ENTRANCE. BMP TC-1
- PROVIDE DRAINAGE INLET PROTECTION. BMP SC-10
- PROVIDE FIBER ROLLS FOR SEDIMENT PROTECTION AT AREAS INDICATED ON PLAN. BMP SC-5.
- OVERLAND RELEASE DIRECTION.

PROVIDE THE FOLLOWING CONSTRUCTION ZONES: *

1. CONC. TRUCK WASH DOWN PIT PER BMP WM-8.
2. WASTE STORAGE AREA PER BMP WM-5
3. MATERIAL STORAGE AREA PER BMP WM-1
4. PORTABLE TOILETS PER BMP WM-9

"BMP" – FACT SHEET, CASQA 2009 CALIFORNIA STORMWATER BMP HANDBOOK

*THESE ARE CANDIDATE LOCATIONS TO BE REVISED BY CONTRACTOR TO MEET PROJECT NEEDS.

BMP SUMMARY TABLE

BMP CATEGORY	BMP USED
EROSION CONTROL	WIND EROSION CONTROL (WE-01)
SEDIMENT CONTROL	STRAW WATTLES (SS-73)
GOOD SITE MANAGEMENT	CONCRETE WASTE MANAGEMENT (WM-8)
NON-STORMWATER MANAGEMENT	VEHICLE & EQUIPMENT CLEANING (NS-08)
RUN-ON AND RUN-OFF CONTROL	STORM DRAIN INLET PROTECTION (SE-10)
ACTIVE TREATEMENT SYSTEMS	BIO-PLANTERS

BEST MANAGEMENT PRACTICES TABLE

BEST MANAGEMENT PRACTICE	LOCATION	IMPLEMENTATION SCHEDULE	MAINTENANCE SCHEDULE
PRESERVING EXISTING VEGETATION	*AROUND PERIMETER OF PROJECT SITE*	*CONTINUOUS UNTIL CONSTRUCTION IS COMPLETED*	*INSPECT SITE PERIMETER WEEKLY TO VERIFY THAT OUTSIDE VEGETATION IS NOT DISTURBED. EDUCATE EMPLOYEES AND SUBCONTRACTORS REGARDING IMPORTANCE OF MAINTAINING EXISTING VEGETATION TO PREVENT EROSION AND FILTER OUT SEDIMENT IN RUNOFF FROM DISTURBED AREAS ON THE CONSTRUCTION SITE*
PROTECT GRADED AREAS AND SLOPES FROM WASHOUT AND EROSION	*THROUGHOUT PROJECT SITE*	*DURING WET SEASON*	*INSPECT GRADED AREAS BEFORE & AFTER EACH STORM AND ON AT LEAST A WEEKLY BASIS TO CHECK FOR EROSION REGRADE TRIBUTARY AREAS OR GRAVEL BAG DIKES AS NECESSARY TO PREVENT EROSION*
GRAVEL FILTER	*ALONG FLOW LINES OF UNPAVED ROADWAYS WITHIN SITE*	*IN PLACE UNTIL ONSITE ROADWAYS ARE PAVED*	*INSPECT BEFORE & AFTER EACH STORM. REMOVE SEDIMENT DEPOSITED BEHIND BERM OR BARRIER TO MAINTAIN EFFECTIVENESS*
INLET FILTERS	*INLETS TO THE STORM DRAINAGE SYSTEM*	*CONTINUOUS*	*INSPECT BEFORE & AFTER EACH STORM. REMOVE SEDIMENT DEPOSITED WHENEVER NECESSARY TO MAINTAIN EFFECTIVENESS*
HYDROSEEDING	*2:1 SLOPES*	*IN PLACE DURING WET SEASON*	*INSPECT SLOPES ON AT LEAST A WEEKLY BASIS TO CHECK FOR EROSION. IF EROSION IS NOTED, SPREAD STRAW MULCH OVER AFFECTED AREAS*
STABILIZED CONSTRUCTION SITE ACCESS	*ENTRANCES TO SITE FROM PUBLIC ROADWAYS*	*CONTINUOUS UNTIL ENTRANCES AND ONSITE ROADWAYS ARE PAVED*	*INSPECT BEFORE & AFTER EACH STORM AND ON AT LEAST A WEEKLY BASIS. ADD AGGREGATE MATERIAL WHENEVER NECESSARY TO PREVENT SEDIMENT FROM BEING TRACKED INTO PUBLIC STREET*
WIND EROSION CONTROL	*WHEREVER NECESSARY THROUGHOUT PROJECT SITE*	*CONTINUOUS UNTIL GRADING IS COMPLETED AND SOILS HAVE STABILIZED*	*INSPECT SITE DURING WINDY CONDITIONS TO IDENTIFY AREAS WHERE WIND EROSION IS OCCURRING AND ABATE EROSION AS NECESSARY*
GOOD HOUSEKEEPING MEASURES	*THROUGHOUT PROJECT SITE*	*CONTINUOUS UNTIL CONSTRUCTION IS COMPLETED*	*INSPECT SITE ON AT LEAST A DAILY BASIS TO VERIFY GOOD HOUSEKEEPING PRACTICES ARE BEING IMPLEMENTED*
PROPER CONSTRUCTION MATERIAL	*THROUGHOUT PROJECT SITE*	*CONTINUOUS UNTIL CONSTRUCTION IS COMPLETED*	*INSPECT SITE ON AT LEAST A DAILY BASIS TO VERIFY THAT CONSTRUCTION MATERIALS ARE STORED IN A MANNER WHICH COULD NOT CAUSE STORMWATER POLLUTION*
PROPER CONSTRUCTION WASTE STORAGE AND DISPOSAL	*THROUGHOUT PROJECT SITE*	*CONTINUOUS UNTIL CONSTRUCTION IS COMPLETED*	*INSPECT SITE ON AT LEAST A DAILY BASIS TO ASSURE WASTE IS STORED PROPERLY AND DISPOSED OF AT LEGAL DISPOSAL SITE*
SPILL CLEANUP	*MATERIAL HANDLING AREAS*	*IMMEDIATELY AT TIME OF SPILL*	*INSPECT MATERIAL HANDLING AREAS ON AT LEAST A WEEKLY BASIS TO VERIFY PROPER SPILL CLEANUP*
STREET AND STORM DRAINAGE FACILITY MAINTENANCE	*STREETS AND STORM DRAINAGE FACILITIES*	*CONTINUOUS UNTIL CONSTRUCTION IS COMPLETED*	*MAINTAIN STORM DRAINAGE FACILITIES AND PAVED STREETS CLEAR OF SEDIMENT AND DEBRIS*
STRAW WATTLES	*PERIMETER OF GRADING*	*PRIOR TO GRADING UNTIL LANDSCAPING OR PAVING*	*INSPECT BEFORE & AFTER EACH STORM AND ON A WEEKLY BASIS*
SOLID WASTE MANAGEMENT	*THROUGHOUT THE PROJECT SITE*	*PRIOR TO GENERATION OF ONSITE WASTE*	*COLLECT TRASH DAILY, PROVIDE DESIGNATED WASTE COLLECTION AREAS AND CONTAINERS, ARRANGE FOR REGULAR REMOVAL AND DISPOSAL. CLEAR SITE OF TRASH INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE*
MATERIAL DELIVERY AND STORAGE	*AS DETERMINED BY CONTRACTOR*	*AT THE TIME OF MATERIAL DELIVERY*	*PROVIDE A DESIGNATED MATERIAL STORAGE AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING AND FENCING. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR MATERIAL. RELOCATE STORAGE AREA TO BUILDING SHELL WHEN POSSIBLE. INSPECT BERMING, PALLETS COVERINGS AND CONTAINERS WEEKLY, AND BEFORE AND AFTER STORM EVENTS.*
CONCRETE WASTE	*AS DETERMINED BY CONTRACTOR*	*PRIOR TO DELIVERY OF CONCRETE*	*INSPECT DAILY TO CONTROL RUNOFF. PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH-OUT. DISPOSE OF HARDENED CONCRETE WASTE. CONCRETE TRUCKS SHALL NEVER DUMP WASTE INTO CITY STORM DRAINS. INSPECT WEEKLY FOR REMOVAL OF HARDENED CONCRETE.*
PAINT AND PAINTING SUPPLIES	*THROUGHOUT THE PROJECT SITE*	*PRIOR TO PAINTING*	*PROVIDE INSTRUCTION TO EMPLOYEES AND SUB-CONTRACTORS REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE INSPECT SITE DAILY FOR EVIDENCE AND CLEANUP OF IMPROPER DISPOSAL.*
VEHICLE FUELING, MAINTENANCE	*AS DETERMINED BY CONTRACTOR*	*PRIOR TO ONSITE EQUIPMENT STORAGE*	*PROVIDE A DESIGNATED FUELING AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. PROVIDE EQUIPMENT WITH DRIP PAN. RESTRICT ONSITE MAINTENANCE AND CLEANING OF EQUIPMENT TO A MINIMUM.*
SANITARY SEWER FACILITIES	*AS DETERMINED BY CONTRACTOR*	*PRIOR TO MAINTAINING ONSITE WORK FORCE*	*INSPECT CONTAINMENT WEEKLY. INSPECT OR REMOVE WASTES WEEKLY OR MORE OFTEN AS APPROPRIATE. PROVIDE TEMPORARY SANITARY SEWER FACILITIES DURING SITE CONSTRUCTION.*

REVISIONS | BY | DC | DATE

REGISTERED PROFESSIONAL ENGINEER
ALFRED T. STUKAM
No. 56122
Civil
STATE OF CALIFORNIA
Preliminary Not for Construction

DEVELOPER
ED HADAD
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STUKAM CONSULTING ENGINEERS, INC.
11344 COLOMA RD, SUITE 235C
GOLD RIVER, CA 95670
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PRELIMINARY EROSION CONTROL PLAN

101 S. MAYFAIR AVENUE
GAS STATION, CONVENIENCE STORE & CARWASH
APN: 002-072-030

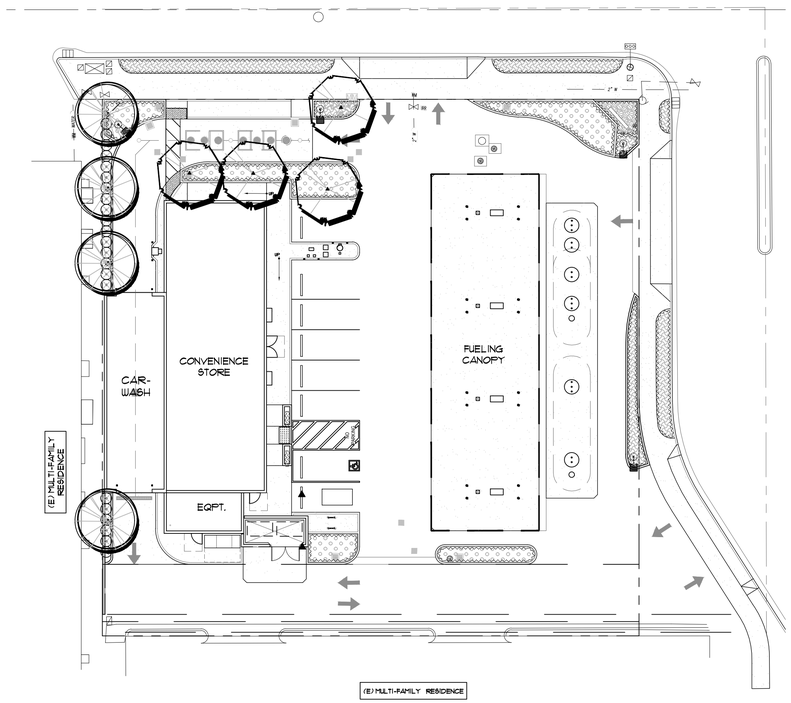
DALY CITY SAN MATEO COUNTY CALIFORNIA

JOB NO: 2021-004 | Designed: ETS | Checked: ETS | Date: 10/22/2024

SHEET
4
Of 4 SHEETS

JOB NUMBER:
2021-004

PLOTTED DATE: T:\2021\2021-004 101 S Mayfair Daly City\Dwg\Preliminary\2021-004 Preliminary Improvement Plans.dwg, 6/23/2025 4:30:15 PM



1 LANDSCAPE PLAN
1" = 20'-0"

10 0 5 10 20 FEET
GRAPHIC SCALE: 1" = 10'-0"

NORTH

Maximum Applied Water Allowance

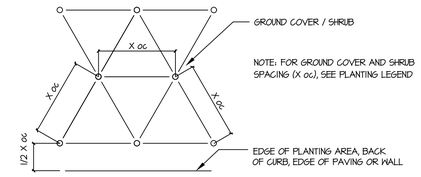
Eto	X	.7	X	Fltg S	X	Gal./SF	MAWA
35.2		0.45		1,666		0.62	16,361

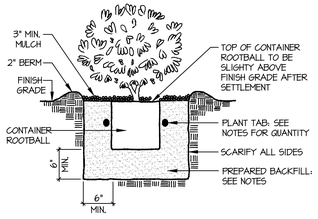
Estimated Total Water Use

Plant Water Use	(Eto)(.062)	X	(PF X HA) / IE	ETWU
Low	21.8		587	12,803
Medium	21.8		61	1,326
High	21.8		0	0
			Total	14,129

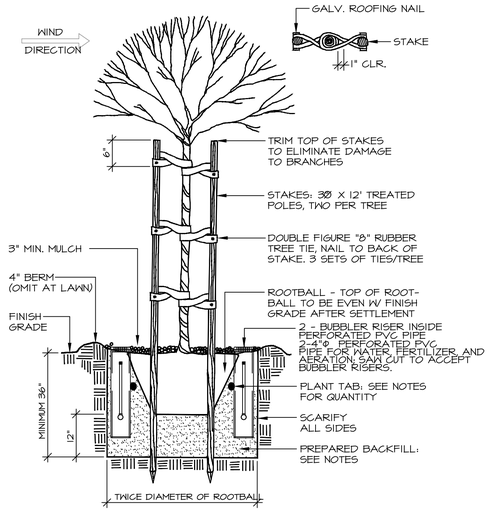
Proposed Landscape Water Use

Plant Type	H2o Use	Fltg SF	Gallons	% of Land.
Low	0.30	1,584	12,803	91%
Medium	0.60	82	1,326	9%
High	0.90	0	0	0%
	Totals	1,666	14,129	100%





PLANTNG INSTALATION AND LAYOUT



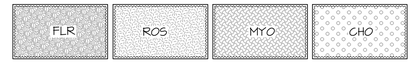
TREE PLANTING AND STAKING



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Landscape Architecture
Urban Design
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Carmel, CA 93921
Tel 831 624 6100
Tel 650 326 6100
ca@ciardella-assoc.com

PLANTING LEGEND

Symbol	BOTANICAL NAME	COMMON NAME	H2O	SIZE
Tree				
	Lagerstroemia Indica 'Muskogee Muskogee Crape Myrtle		L	15 Gallon
	Laurus nobilis	Sweet Bay	L	15 Gallon
Shrubs and Vines				
⊗	Dodonea viscosa 'Purpurea'	Purple Hopseed Bush	L	5 Gallon
	Parthenocissus tricuspidata	Boston Ivy	L	5 Gallon
Ground Cover				
ROS	Rosmarinus officinalis 'Hunting't Carpet'	Roemary	L	1 Gallon @ 30" oc
MYO	Myoporum parvifolium	Myoporum	L	1 Gallon @ 30" oc
CHO CHO	Chondropetalum elephantinum	Large Cape Rush	L	5 Gallon @42"oc
FLR	Tagetes erecta 'Moonstruck'	Moonstruck Marigold	M	4" Pots @ 14" oc



PLANTING NOTES

1. All trees are to be staked as shown in the staking diagram per city requirement.
2. Plant locations are to be adjusted as necessary to screen utilities but not block windows or impede access.
3. All ground cover and shrub areas shall be top-dressed with a 3" layer of bark mulch. Provide non-floatable mulch in the bioretention areas.
4. All ground cover planting will be placed no farther than 6" from edge of pavement, edge of header or back of curb. Spacing shall ensure full coverage in one year.
5. There shall be no storing of material or equipment, permitting of any burning or operating or parking of equipment under branches of any existing plants to remain. If existing plants to remain are damaged during construction, the plants shall be replaced with the same species an size as those damaged.
6. All plant material shall be nursery grown stock. All plant materials shall be tagged at the nursery at least 1 month prior to planting for the Landscape Architects review.
7. Review layout of all landscape elements with the Landscape Architect prior to installation. Field modifications may be necessary. Final layout to be reviewed by the Landscape Architect .
8. Written dimensions supersede scaled dimension Measurements are from the wall face, back of curb, edge of walk, building wall, property line or center line as graphically indicated.
9. All layout corners are at 90 degrees right angles unless otherwise indicated. All curves shown are segments of circles with noted radii or diameter if noted. Circles can be scaled and be connected by freeform curves.
10. HERBICIDE APPLICATION: Herbicide shall not be used until all plant material has been planted a minimum of 20-days. All planting areas shall be kept weed-free by non-herbicide methods during this time period. Herbicide shall not be applied to any areas which are or have been seeded. Contractor must be licensed by the State and County for fertilizer application, and must have current registration on file with the County.
11. Landscaping shall be maintained in a manner to prevent landscaping from growing above 3' in height in the areas indicated in the plans as being located within a safety visibility triangle area.
12. CERTIFICATION: Prior to occupancy, the Landscape Architect shall certify in writing in a manner acceptable to the Building Inspection Division, that the landscaping has been installed in accordance with all aspects of the approved landscape plans.
13. A minimum of 8" of non-mechanically compacted soil shall be available for water absorption and root growth in planted areas.
14. Incorporate compost or natural fertilizer into the soil to a minimum depth of 8" at a minimum rate of 6 cubic yards per 1000 square feet.
15. All Plantings shall be automatically irrigated utilizing state of the art system, components and installation techniques.
16. All planting and Irrigation shall comply with the city of San Jose Waer Efficient Landscape Requirements for larger landscapes.
17. All details shall comply with city standard details.

VICINITY MAP



NORTH

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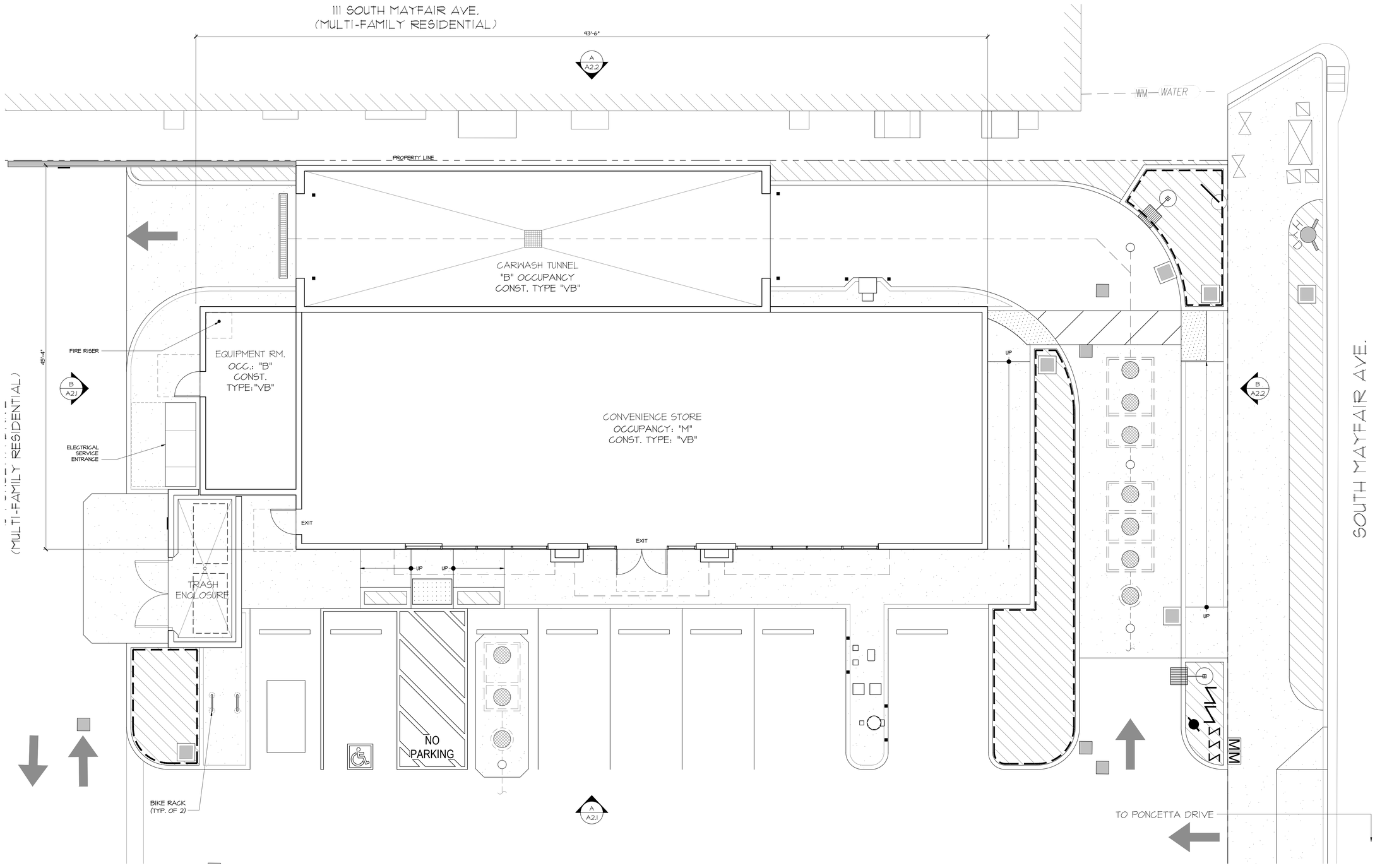
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LANDSCAPE PLAN

PROJECT #: 20-11304
DRAWN: dd CHECKED: rc
SCALE: AS NOTED DATE: 04-26-22

LA1

SHEET OF



1 CONVENIENCE STORE & CARWASH FLOOR PLAN
3/16" = 1'-0"

GRAPHIC SCALE: 3/16" = 1'-0"
5 0 5 10 FEET

NORTH

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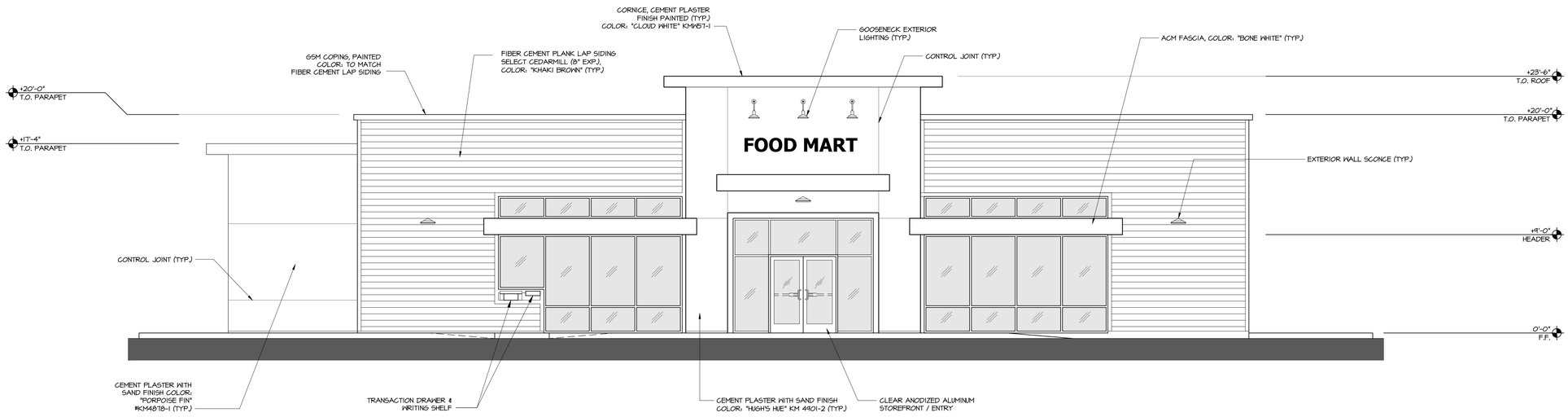
CONVENIENCE STORE
CARWASH FLOOR PL

PROJECT #: 20-11304
DRAWN: EMQ CHECKED:
SCALE: AS NOTED DATE: 04

A1.1

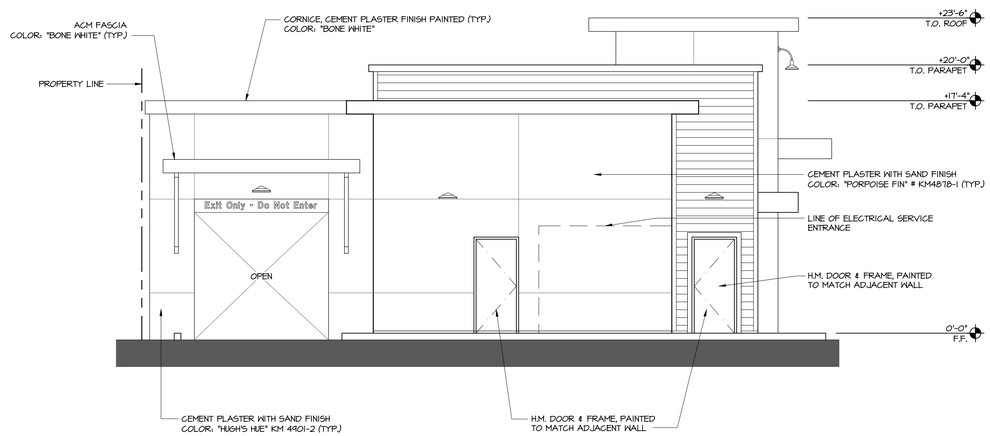
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A EAST ELEVATION (PONCETTA DRIVE)

3/16" = 1'-0"



B SOUTH ELEVATION

3/16" = 1'-0"

5 0 5 10 FEET

GRAPHIC SCALE: 3/16" = 1'-0"

COLOR & MATERIAL NOTES

1. FIBER CEMENT LAP SIDING: JAMES HARDIE, HARDIEPLANK LAP SIDING, CEDARMILL DREAM COLLECTION, 3/8" THICK, WIDTH: 8 1/4" (7" EXPOSURE). INSTALLED PER MANUFACTURER REQUIREMENTS. (PRIMED & PAINTED), PPG COLOR: "KHAKI BROWN"
2. COPING & TRIMS, TO MATCH LAP SIDING
3. CORNICE, CEMENT PLASTER FASCIA, SMOOTH FINISH, PAINTED KELLY MOORE COLOR: "CLOUD WHITE" KM4B1-1
4. CEMENT PLASTER WALL, SAND FINISH, PAINTED KELLY MOORE, COLOR: "PORPOISE FIN" #KM4B7B-1
5. CEMENT PLASTER TOWER, SAND FINISH, PAINTED BENJAMIN MOORE, COLOR: "HUGH'S HUE" #KM4A01-2
6. ACM PANEL: ALPOLIC MATERIALS, ALPOLIC / PE, ARCHITECTURAL SOLID, COLOR: #4-BNT-30 "BONE WHITE"
7. "OLDCASTLE" CLEAR ANODIZED STOREFRONT, 215 CLEAR GLASS 1

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EXTERIOR ELEVATIONS

PROJECT #: 20-11304

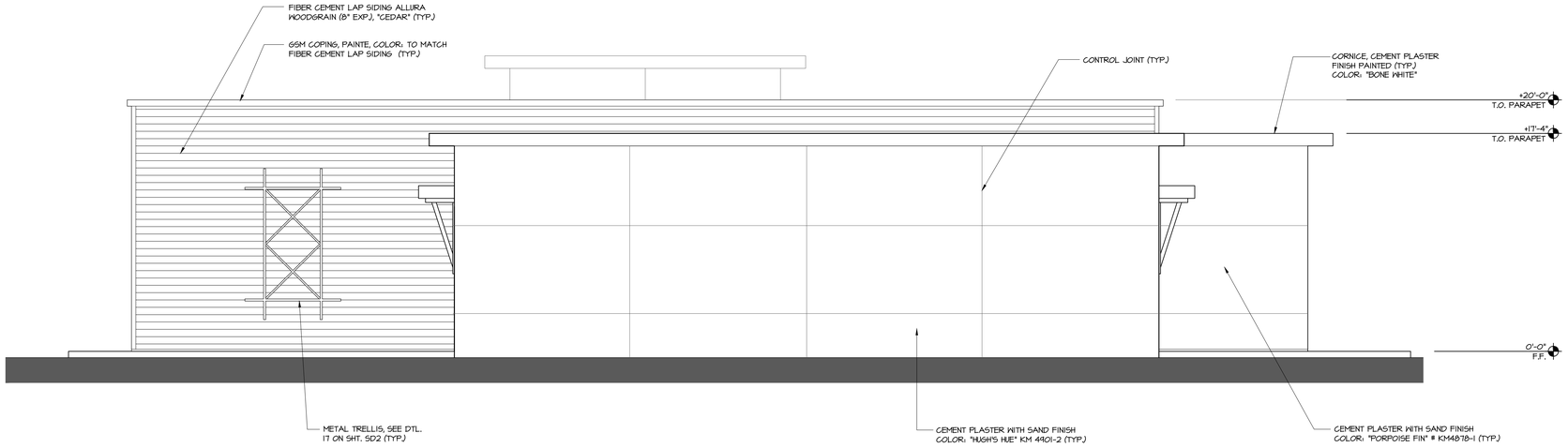
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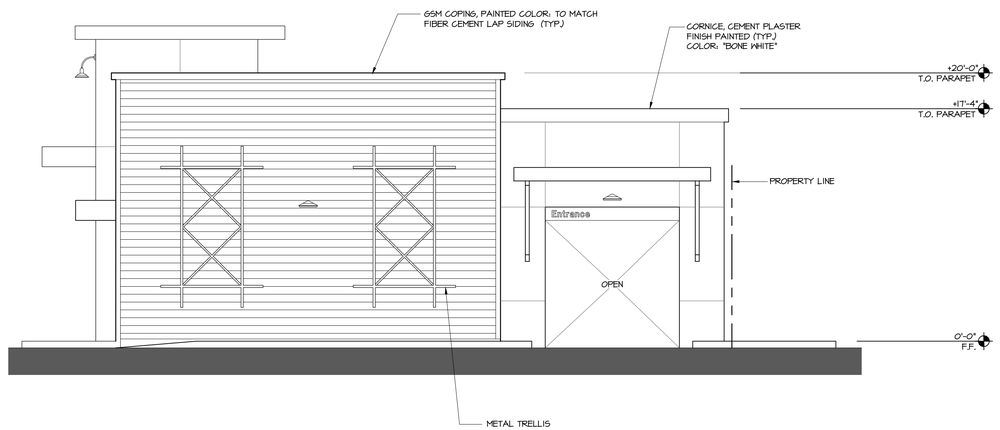
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A WEST ELEVATION
3/16" = 1'-0"



B NORTH ELEVATION (S. MAYFAIR AVENUE)
3/16" = 1'-0"

5 0 5 10 FEET
GRAPHIC SCALE: 3/16" = 1'-0"

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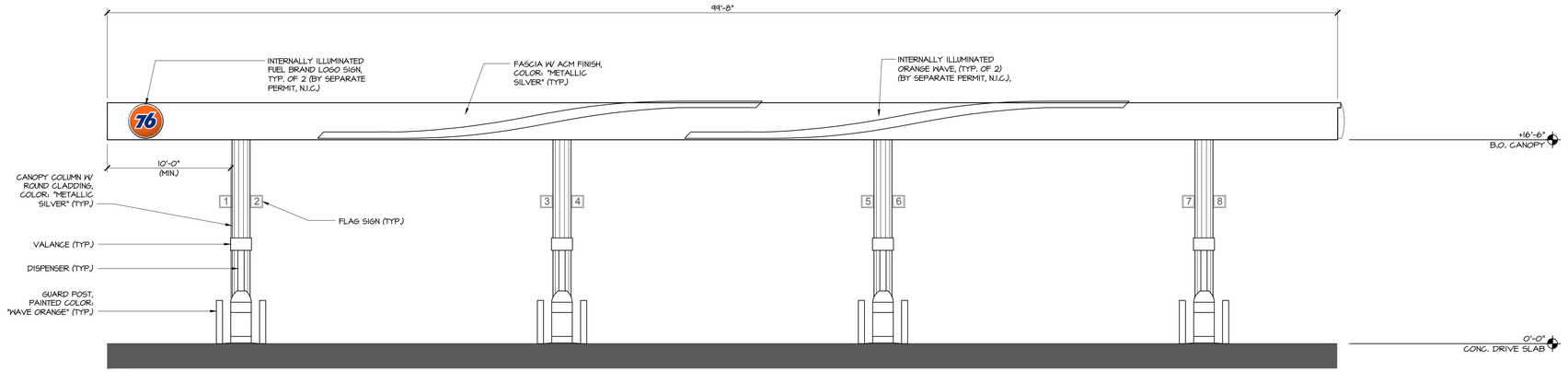
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EXTERIOR ELEVATIONS

PROJECT #: 20-11304
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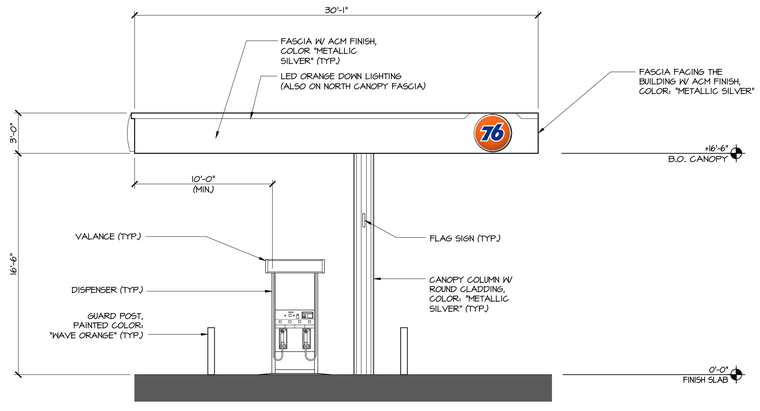
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A EAST ELEVATION (PONCETTA DRIVE)

3/16" = 1'-0"



B NORTH ELEVATION

3/16" = 1'-0"

5 0 5 10 FEET

GRAPHIC SCALE: 3/16" = 1'-0"

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76 GAS STATION, CARWASH & CONVENIENCE STORE
101 SOUTH MAYFAIR AVE. DALY CITY, CA 94015

-	ISSUED FOR CONSTRUCTION
-	ISSUED FOR PLAN CHECK
-	ISSUED FOR PLANNING

NO.	DATE	DESCRIPTION
△		
△		
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FUELING CANOPY ELEVATIONS

PROJECT #: 20-11304

DRAWN: EMQ CHECKED: MII

SCALE: AS NOTED DATE: 04-26-22

CA1

SHEET OF

S:\1-Projects\20-11304 101 S Mayfair Ave Daly City\Dwg's\Planning\20-11304-CA1.dwg modified by miuser4 at Dec 21, 2023 - 10:16am

TECHNICAL MEMORANDUM

Date:	April 11, 2024	
To:	Ed Hadad	Hadad, Inc.
CC:	Muthana Ibrahim	M I Architects, Inc.
From:	Steven Matthew Dauterman, P.E., T.E., PTOE, RSP$_1$	TJKM
Subject:	**101 S. Mayfair Avenue Redevelopment – Site Circulation Review (Daly City, California)**	

This memorandum presents the findings of a site circulation review conducted for a proposed redevelopment project at 101 South Mayfair Avenue in Daly City ("City"), California. This assessment was conducted to address a comment that was received from City staff on the site plan as part of the application's initial review. The comment pertained to the circulation conditions surrounding the exit to a proposed carwash facility and two existing garage entrances to an apartment complex, located on the site's southern property line (the apartment complex has an established non-exclusive utility and access easement agreement that extends 20 feet inside the project's property).

The property can be identified with the following assessor's parcel number (APN): 002-072-030. The property is currently zoned Light Commercial (C-1) and is approximately 0.51 acres. The project would involve the renovation of an existing gas station facility with a convenience store/smog check station and eight pumping positions and would clear the site to construct a new approximately 2,300 square-foot (SF) convenience store building, a new fueling canopy (maintaining eight pumping positions, similar to existing conditions), and the aforementioned roll-over carwash. Access to the site is currently provided via two driveways along Poncetta Drive and two driveways along S. Mayfair Avenue; with the redevelopment, the driveways along S. Mayfair Avenue will be consolidated. The current site plan is illustrated in **Figure 1**.

Site Circulation Review

The proposed carwash facility will be located on the west side of the property, behind the convenience store. Vehicles would enter the carwash near South Mayfair Avenue and would exit towards the existing apartment complex and within the existing easement. Vehicles exiting the carwash would have to turn left towards Poncetta Drive (thereby crossing the two apartment garage entrances) to exit the property.

Based on the site's current circulation, TJKM expects that the conditions surrounding the carwash exit would not create a substantial conflict for the following reasons:

1. Vehicles exiting the carwash are expected to operate at low speeds as the car would not be in motion during the drying cycle.

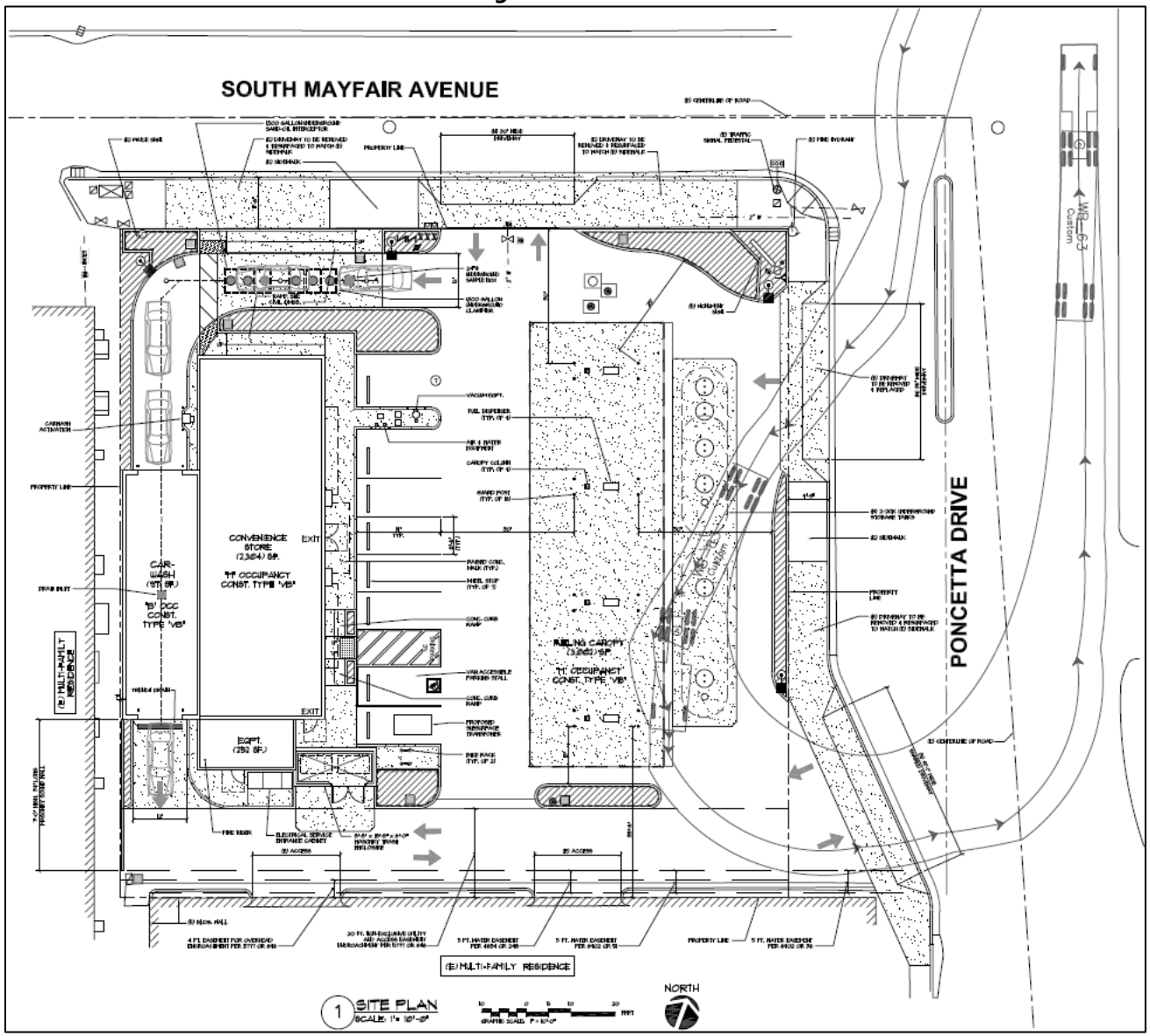
2. It is expected that there is adequate sight distance available between the carwash exit and the garage entrances. Based on the site plan, there are no obstructions anticipated to block the view of drivers along the access easement.
3. Once the carwash is in operation, vehicles exiting the carwash would be within other drivers' expectations (i.e., it would not be an unexpected event). This is relatively similar to existing conditions as there is a garbage bin located currently where the carwash exit will be and there is a smog check station across from the garage (meaning that safe vehicle-to-vehicle navigation/interaction already occurs within the easement).
4. The frequency of the carwash's utilization is not expected to create a substantial amount of traffic. Based on two months' worth of data (January and February 2024) collected by TJKM for another existing gas station with an automated carwash in San Lorenzo, California, the proposed carwash will likely experience approximately 110 and 150 vehicles per day.
    a. Average hourly utilization was observed at 11-12 vehicles per hour (vph), or one vehicle every five minutes.
    b. Maximum hourly utilization was observed at 19-20 vehicles per hour (vph), or one vehicle every three minutes. It should be noted that the proposed carwash facility is expected to take approximately 4.5 minutes between a vehicle entering and exiting the carwash; the observed location used a conveyor system which allowed for a slightly faster processing time so the expected maximum hourly utilization noted above should be considered conservative.
5. The distance between the carwash and the western garage entrance would allow the queuing of one vehicle exiting the carwash to stop in the event that one or more cars are exiting the garage.

Based on the above, TJKM expects that the current circulation conditions surrounding the car wash exit on the site plan would be adequate; however, should the City require additional measures, the following may be considered:

- Install pavement markings (e.g., sharks teeth, demarcation bar, "Car Wash Exit Only", "Exit", or "Do Not Enter"). Please note that the feasibility of providing restrictive pavement markings may not be fully feasible due to the conditions surrounding the access easement agreement.
- Install signage ("One-way", "Do Not Enter", "Two Way Traffic", "STOP" or "YIELD") near the car wash exit.

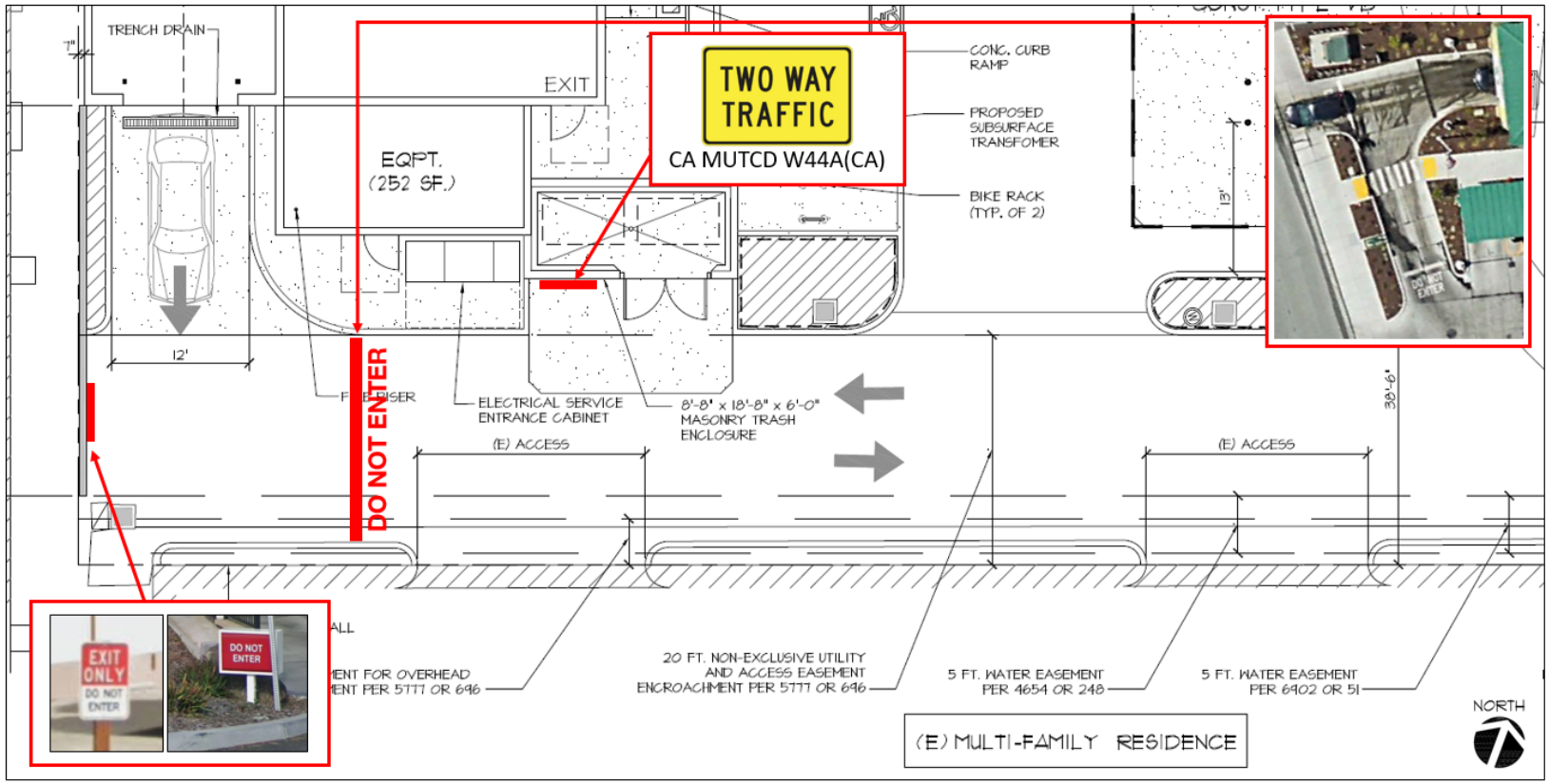
See **Figure 2** as an example.

Figure 1: Site Plan



Source: M I Architects, Dated April 26, 2022

Figure 2: Potential Circulation Enhancements (Example)



Please note that the feasibility of providing restrictive pavement markings (illustrated above with the "DO NOT ENTER") may not be fully feasible due to the conditions surrounding the access easement agreement.

Environmental Noise and Vibration Assessment

101 South Mayfair Gas Station Car Wash Project Daly City

DECEMBER 2023

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Acronyms and Abbreviations

Acronym/Abbreviation	Definition
A	Agriculture Zoning District
ADT	Average Daily Traffic
ANSI	American National Standards Institute
Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act
City	The City of San Jose
CN	Commercial Neighborhood Zoning District
CNEL	Community Noise Equivalent Level
CP	Commercial Pedestrian Zoning District
dB	decibel
dBA	A-weighted decibel
DNL	Day night noise level
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
HVAC	heating, ventilation, and air conditioning
In./sec.	inches per second
ISO	International Organization of Standardization
L_{dn}	day-night sound level
L_{eq}	equivalent sound level
NSLU	Noise-sensitive land use
PPV	peak particle velocity
PQP	Public/Quasi-Public Zoning Districts
Project	Tully Road 76 Station Car Wash Project
R-1-8	Residential Zoning District
SJC	San Jose International Airport
TNM	Traffic Noise Model

1 Introduction

This report reviews applicable noise standards and criteria, evaluates the existing noise environment, and describes modeling assumptions and methodologies used to predict noise impacts and effects associated with the proposed 101 South Mayfair Gas Station and Car Wash project (project). The report assesses the potential for project-generated noise levels (including construction, on-site operations, and off-site roadway traffic contributions) to result in noise impacts on nearby noise-sensitive receptors and the compatibility of the proposed project with existing and future noise levels in the area. This report also assesses project-generated vibration levels, both from construction and operation. Appendix A provides a glossary of terminology and acoustical concepts used in this memorandum. Appendix B contains data from the ambient noise survey. Appendix C contains construction noise modeling inputs and results. Appendix D presents manufacturer reference noise level data for mechanical equipment to be employed with the project. Appendix E presents details on the studied onsite operational noise sources considered in this assessment.

1.1 Noise Analysis Study Area

The project applicant proposes to reconstruct an existing fuel station and convenience store at the southwestern corner of Poncetta Drive and South Mayfair Avenue in Daly City, California (City). The proposed reconstruction effort includes the demolition of the existing convenience store, underground storage tanks, fuel dispensers and fueling canopy. The new facility would include a new fueling canopy, new underground storage tanks, a 2,304 square foot square foot convenience store, and a car wash with a drive-through. The site is bounded by South Mayfair Avenue to the north, Poncetta Drive to the east, and multi-family residential structures to the south and west. The project location is shown on Figure 1.

1.2 Project Description

The proposed project would serve the neighborhood by providing a convenience store, gas station with covered fueling, a car wash with a drive-through, an air/water dispenser, and a self-service vacuum station. The automated car wash structure, a feature adjoining the planned convenience store building, would be located on the western portion of the project site, encompassing approximately 971 square feet of space. The car wash tunnel and convenience store building adjoin an included indoor equipment room to house the mechanical equipment for the car wash and storage. The car wash would have a queueing capacity for approximately five (5) vehicles along the northern/eastern façade of the building, with the entrance to the car wash on the northern façade and the exit on the southern façade facing adjacent multi-family residences. The proposed project site plan is shown in Figure 2.

2 Existing Noise Environment

The proposed project is located in Daly City, California. The project site is zoned as C1 (General Commercial Zoning District) while neighboring parcels are zoned R-3 (Medium Density Residential). The dominant noise source affecting the overall area is transportation noise, primarily generated from vehicular traffic on the local roadway network. The existing ambient noise environment in the project area was quantified through noise measurement surveys of the existing area.

2.1 Existing Ambient Noise Survey

An ambient noise survey was performed by Dudek from December 12 to13, 2023, to document the existing noise environment in the project area. Specific consideration was given to documenting noise levels in the vicinity of nearby noise-sensitive receptors and existing transportation noise levels in the project area. Noise measurements were performed in accordance with American National Standards Institute (ANSI) and American Standards for Testing and Measurement guidelines at three (3) locations in the Project vicinity, shown on Figure 3. Long-term monitoring was performed at one location, along the South Mayfair frontage of the project site, presented as LT1; this location also had unobstructed exposure to traffic along John Daly Blvd., the primary traffic noise contributor to ambient noise levels at the project site and adjacent properties. The long-term noise level data provides information on the daily ambient sound levels, hourly average sound levels and the diurnal patterns of sound in the project vicinity. Long-term noise monitoring results are presented in Table 1. Short-term noise monitoring was conducted at two (2) locations to provide insight into the existing ambient noise environment in the proposed project vicinity. Ambient noise level data cataloged at the short-term monitoring locations is summarized in Table 2. Detailed monitoring data is provided in Appendix B.

The short-term measurements were conducted by an attending Dudek investigator with a SoftdB "Piccolo" model sound level meter equipped with a windscreen-protected, 0.5-inch diameter pre-polarized condenser microphone with pre-amplifier. The sound level meter meets the current ANSI standard for a Type 2 (General Use) sound level meter.

The unattended long-term SPL monitor deployed and retrieved by the Dudek investigator was also a SoftdB "Piccolo" model sound level meter equipped with a windscreen-protected, 0.5-inch diameter pre-polarized condenser microphone with pre-amplifier.

The accuracy of each sound level meter was verified using a field calibrator before and after the measurements, and the measurements were conducted with the microphone positioned approximately five feet above the ground.

Meteorological conditions during the monitoring periods were stable with temperature of 62 degrees; winds were measured at 7 mph representing a moderate speed breeze. The sky was partly cloudy with no precipitation occurring during the monitoring period. The primary noise source affecting the noise monitoring locations was vehicular traffic on the local roadway network.

Table 1. Summary of Long-Term Ambient Noise Measurements

Site	Location	Date	Time	L_{dn} (dBA)	Daytime L_{eq} Range (dBA)	Nighttime L_{eq} Range (dBA)
LT1	Attached to the hedge at the northwest corner of the Project site	12/12/23 to 12/13/23	4:00 PM to 4:00 PM	71	64 - 78	60 - 66

Source: Dudek performed this analysis.

Notes: dBA = A-weighted decibels; L_{dn} = Day Night noise level; L_{eq} = average equivalent noise level.

Locations of noise monitoring sites are shown on Figure 3.

1- L_{dn} (24-hour) noise levels calculated based on the recorded hourly noise levels at measurement location LT1.

Table 2. Summary of Short-Term Ambient Noise Measurements

Site	Location	Date	Time	L_{eq}	L_{min}	L_{max}	L_{90}	L_{50}	L_{10}
ST1	On the eastern side of Poncetta Drive across from the Project site	12/13/23	4:56 PM to 5:06 PM	62	54	76	56	60	65
ST2	Immediately west of the project frontage along South Mayfair Street.	12/13/23	5:10 PM to 5:15 PM	65	56	78	59	-	-

Source: Dudek performed this analysis.

Notes: dBA = A-weighted decibels; L_{eq} = average equivalent noise level; Lmin = minimum noise level; Lmax = maximum noise level; L90/L50/L10 = sound level exceeded 90/50/10 percent of the period.

Locations of noise monitoring sites are shown on Figure 3.

2.2 Existing Traffic Noise

Observations and cataloged noise level data collected during the ambient noise survey indicate that the noise level exposure at receptors in the area surrounding the project site is primarily attributable to vehicular traffic. The magnitude of the noise level exposure at each receptor location would be dependent on the relative distance from nearby roadways to noise measurement locations, the volume of vehicles on the roadway, and shielding provided by nearby structures.

Daily City traffic counts performed for the General Plan Update (Daly City 2020) indicate that the segments of John Daly Blvd. immediately adjacent to the project site carry approximately 1,419 vehicles during the peak hour. The long-term measurement conducted along the south edge of South Mayfair Avenue (LT1) documents an ambient noise level of 71 dBA CNEL, which is slightly above the maximum recommended limit of 70 dBA CNEL in the General Plan Noise Element. However, over the depth of the project site, traffic noise levels should attenuate to approximately 68 dBA CNEL at the northern façade of the multi-family residential structure immediately south of the project site. This attenuation is based upon an outdoor attenuation rate of 3 dBA each time the distance from a line source (such as a roadway) to a receiver is doubled.

2.3 Existing Aircraft Operations

The project site is approximately 6.5 miles northwest of the San Francisco International Airport (SFO). The proposed project is not located within any currently adopted 60-, 65- or 70-dBA community noise equivalent level (CNEL)\L_{dn} airport noise contours. As such, noise associated with existing and future aircraft operations in the area is not a substantial contributor to the ambient noise environment.

2.4 Existing Vibration

There are no major sources of groundborne vibration in the project area. Transportation-related vibration from roadways in the vicinity of the project site is the primary source of groundborne vibration. Heavy truck traffic can generate groundborne vibration, which varies considerably depending on vehicle type, weight, and pavement conditions. However, groundborne vibration levels generated from vehicular traffic are not typically perceptible outside of the roadway right-of-way (Caltrans 2013).

3 Regulatory Criteria

The City has developed and adopted goals and policies with the intent of controlling and diminishing environmental noise and to protect its inhabitants from exposure to excessive noise levels. Local noise standards applicable to the proposed project are contained in the City's General Plan Noise Element and are summarized in the following sections.

3.1 Daly City General Plan

The General Plan Noise Element establishes objectives, policies, and actions to protect its inhabitants against exposure of noise-sensitive uses to loud noise and to prevent encroachment of noise-sensitive uses on existing noise producing facilities.

The General Plan establishes an exterior noise level standard and maximum allowable noise exposure level for residential uses of no more than 70 dBA (Policy NE-2). The noise level guidelines are presented in terms of the 24-hour CNEL or DNL noise level in dBA. The intent of these guidelines is to protect noise-sensitive land uses from new project development, through the discretionary review process to reduce potential noise exposure and excessive noise within the community.

Policy NE-3 of the General Plan limits noise generation for new non-residential land uses which are adjacent to residential land uses, to 70 dBA DNL at the residential property line.

3.2 Federal Transit Authority

In its Transit Noise and Vibration Impact Assessment guidance manual, the FTA recommends a daytime construction noise level threshold of 80 dBA L_{eq} over an eight-hour period when detailed construction noise assessments are performed to evaluate potential impacts to community residences surrounding a project (FTA 2018). Although this FTA guidance is not a regulation, it can serve as a quantified standard in the absence of such limits at the state and local jurisdictional levels.

4 Methodology

Potential noise impacts associated with the project were calculated and analyzed based on project information presented in the project description, information contained in the project site plan provided by the applicant, information gathered from other similar projects, presentations/papers, and data obtained during on-site noise

monitoring. Observations made during the site survey, along with land-use information and aerial photography, was used to determine potential locations of noise-sensitive receptors in the project vicinity.

4.1 Construction Noise

One of the most extensive and widely used databases for sound levels from motorized or powered equipment is the FHWA RCNM. While the focus of data compilation was for equipment that would typically be employed for the construction of transportation facilities, the list is comprehensive enough to be useful in assessing sound levels for nearly every activity for which powered equipment is used. Table 3 provides an excerpt from RCNM of the sound levels generated by various powered equipment that could be associated with construction of the project. Note that the equipment noise levels presented in Table 3 are maximum noise levels. Usually, construction equipment operates in alternating cycles of full power and low power, producing average noise levels over time that are less than the maximum noise level. The average sound level of construction activity also depends on the amount of time that the equipment operates and the intensity of construction activities during that time.

Table 3. Selected Powered Equipment Noise Emission Levels from RCNM

Equipment	Maximum Sound Level (dBA L_{max}) – 50 feet from Source
Air Compressor	81
Backhoe	80
Compactor	82
Concrete Mixer	85
Crane, Mobile	83
Dozer	85
Generator	81
Grader	85
Loader	85
Paver	89
Pneumatic Tool	85
Pump	76
Roller	74
Saw	76
Scraper	89
Truck	88

Source: FHWA 2006a, 2006b.
Notes: dBA = decibel (A-weighted).

Noise emissions from the construction phase of the Project were estimated based upon default construction scenario information provided by CalEEMod for the type and size of proposed development, and included phasing, equipment mix, and vehicle trips. The construction equipment mixes used for estimating the Project-generated construction noise emissions are included in Appendix C.

A Microsoft Excel–based noise prediction model emulating and using reference data from the FHWA RCNM was used to estimate construction noise levels at the nearest and second-nearest noise-sensitive land uses (i.e., residences), based upon the distance between the closest project construction boundary and these residences.

Aggregate noise emission from project construction activities, broken down by sequential phase of construction, was predicted for the worst-case construction activity occurring along the closest construction boundary to the off-site closest residences. Dudek compared predicted construction noise levels to the recommended FTA construction noise exposure standard and to measured ambient noise levels.

4.1.1 Construction Equipment Inventory

The California Air Resources Board CalEEMod (California Emissions Evaluation Model) was used to identify the construction equipment anticipated for development of the Project, including earthwork, building construction, and paving activities. The equipment list is based upon the Project description CalEEMod (Version: CalEEMod.2016.3.1) identified the following anticipated equipment for each phase of the project construction.

Table 4. Construction Equipment Per Phase

Construction Activity	Demolition		
Equipment Needed	Dozer	Backhoe	Concrete Saw
Construction Activity	**Site Preparation**		
Equipment Needed	Dozer	Backhoe	Grader
Construction Activity	**Grading**		
Equipment Needed	Dozer	Front End Loader	Grader
Construction Activity	**Building Construction**		
Equipment Needed	Forklift Backhoe	Crane Generator	Welder
Construction Activity	**Paving**		
Equipment Needed	Paver Roller	Dump Truck Concrete Mixer Truck	Backhoe
Construction Activity	**Architectural Coating**		
Equipment Needed	Air Compressor		

4.2 Construction Vibration

Construction activity can result in varying degrees of ground vibration at local receptors, depending on the equipment and methods used, distance to the affected structures, and soil type. Ground-borne vibration levels resulting from typical construction activities occurring within the project site were estimated by data and methods published by Caltrans (2020). Ground vibration levels associated with various types of construction equipment are summarized in Table 5 (Caltrans 2020).

Table 5: Vibration Source Levels for Construction Equipment

Equipment	PPV (in/sec) at 25 feet
Small bulldozer	0.003
Loaded Trucks	0.076
Large bulldozer	0.089

Source: Caltrans 2020

Groundborne vibration attenuates rapidly, even over short distances. The attenuation of groundborne vibration as it propagates from source to receptor through intervening soils and rock strata can be estimated with expressions found in Caltrans guidance (Caltrans 2020). The following equation is used to calculate Peak Particle Velocity (PPV) at any distance of interest from the operating construction equipment.

$$PPV_{rcvr} = PPV_{ref} * (25/D)^{1.5}$$

In the above equation, PPV_{rcvr} is the predicted vibration velocity at the receiver position, PPV_{ref} is the reference value at 25 feet from the vibration source (as listed in Table 7), and D is the actual horizontal distance to the receiver.

4.3 On-Site Operational Noise

The aggregate noise emission from outdoor-exposed sound sources has been predicted with the Datakustik CadnaA sound propagation program. CadnaA is a commercially available software program for the calculation, presentation, assessment, and prediction of environmental noise based on algorithms and reference data per International Organization of Standardization (ISO) Standard 9613-2, "Attenuation of Sound During Propagation Outdoors, Part 2: General Method of Calculation" (ISO 1996). The CadnaA computer software allows one to position sources of sound emission in a simulated three-dimensional (3-D) space having heights and footprints consistent with project architectural plans and elevations. In addition to the above-mentioned sound source inputs and building-block structures that define the three-dimensional sound propagation model space, the following assumptions and parameters are included in this CadnaA-supported stationary noise source assessment:

- Ground effect acoustical absorption coefficient equal to 0.5, which intends to represent an average or blending of ground covers that are characterized largely by hard reflective pavements and existing building surfaces across the project site and the surroundings;
- Reflection order of 1, which allows for a single reflection of sound paths on encountered structural surfaces such as the modeled building masses;
- Off-site residential structures and buildings have not been rendered in the model;
- Calm meteorological conditions (i.e., no wind) with 68 degrees Fahrenheit and 50% relative humidity; and
- All of the modeled noise sources are operating concurrently and continuously for a minimum period of 1 hour.

Noise prediction receivers were placed within the noise model, representing noise-sensitive receptors (i.e., multi-family residences), locations of key interest, and the locations of the noise monitoring sites used during the field survey. Noise prediction receivers are shown on Figure 4. Noise levels at the specified noise prediction receivers

are calculated as discussed above, based on the assessment methodologies and algorithms applicable to various noise sources discussed below (i.e., stationary/operational sources). In addition to computing sound levels at specific receiver locations, CadnaA was used to develop noise contours showing areas of equal and similar sound level (aka, isopleths). Noise contours generated by CadnaA are displayed in Figure 6.

4.4 Traffic Noise

Based upon the Institute of Transportation Engineers Trip Generation Manual (2021) a carwash facility generates approximately 78 peak hour trips (39 arriving and 39 departing). Applying this rate to the proposed project would result in an extremely conservative analysis, because most of the car wash customers are likely to have traveled to the site for gas, and then decide to remain for a carwash. Even using the conservative number of 78 peak hour trips, this contribution would represent less than a 5% increase in the traffic volumes on Jonh Daly Blvd. adjacent to the project site. Because a doubling of traffic would result in no more than a 3 dBA CNEL increase (which is a barely noticeable change in the ambient noise environment), a 5% increase in traffic levels would have no discernible increase in traffic noise. The project would therefore not result in discernible traffic noise increases at residential properties in the project vicinity.

4.5 Project Operational Vibration

Groundborne vibration impacts were qualitatively assessed based on existing reference documentation, through the application of Caltrans methodology outlined within the Transportation- and Construction- Induced Vibration Guidance Manual, and the relative distance to potentially sensitive receptors from a given vibration source.

5 Project Analysis

5.1 Construction Noise Assessment

With the noise sources identified in Section 4.1.1, a noise analysis was performed with a Microsoft Excel–based noise prediction model emulating and using reference data from the FHWA RCNM. Input variables consist of the receiver / land use types, the equipment type (i.e., backhoe, crane, truck, etc.), the number of equipment pieces, the duty cycle for each piece of equipment (i.e., percentage of each hour the equipment typically works), and the distance from the sensitive noise. Refer to Appendix C for the inputs used in the RCNM-based model, as well as results.

Noise-sensitive land uses in the vicinity of the Project include residences on properties to the southeast, south, and west of Project site. The closest off-site residences are located approximately 15 feet from the closest boundary of the proposed Project site (to the south and west); the second closest residence is located approximately 250 feet to the southeast. Therefore, the construction noise assessment is focused on noise levels that would occur at the distance of the closest off-site residences (i.e., at 15 feet and 250 feet), construction noise levels at greater distances from the site would be less. Using the provided construction information and the distance identified for the closest receivers, the RCNM-based construction noise model was used to predict noise from on-site construction activities. The results are summarized in Table 6 (see Appendix C for complete results).

Table 6. Construction Noise Levels Per Phase at Closest Residences

Task/Activity	Nearest Residence (15 Feet)		Second Nearest Residence (250 Feet)	
	L_{max}	$L_{eq\ 8\text{-}hr}$	L_{max}	$L_{eq\ 8\text{-}hr}$
Demolition	94.7	90.1	77.3	71.3
Site Preparation	93.9	89.8	73.3	69.3
Grading	93.7	89.7	74.0	70.1
Building Erection	92.7	86.1	72.7	68.0
Architectural Coating	88.5	84.5	64.0	60.0
Paving	89.8	85.8	71.2	66.7
Highest Noise Level All Phases	**94.7**	**90.1**	**77.3**	**71.3**

Daly City Noise Element, program NE-2 prohibits construction that creates excess noise disturbance across a residential property line from 8:00 a.m. to 5:00 p.m. Given that construction noise levels at the closest residence would be up to 25 dBA greater than measured daytime noise levels at the closest residence, construction at night would be anticipated to result in a noise disturbance at this and other vicinity residences. The project would therefore be required to adhere to a daily construction schedule of 8:00 a.m. to 5:00 p.m., in accordance with program NE-2.

With respect to the FTA recommended daytime 8-hour average of 80 dBA at vicinity residences, construction noise levels at the closest residences are predicted to reach an 8-hour average of approximately 90 dBA L_{eq} (also referred to as 90 dBA $L_{eq\ 8hr}$.) and would therefore exceed the FTA recommended limit. These noise levels are considered to be a peak exposure, applicable not more than 10-15% of the total construction period, only while the construction activity is taking place along the western or southern construction site boundary (i.e., closest to the nearest off-site receivers). The more typical construction noise levels experienced at the closest receivers (represented by the acoustic center for construction noise, or the distance from the center of the construction zone to the closest off-site receiver), would range from 68 to 80 dBA $L_{eq\ 8hr}$.and would therefore remain within the FTA recommended limits (refer to Appendix C). The construction noise levels at the next nearest residential receivers (southeast of the project across Poncetta Drive), would range from 60 to 71 dBA $L_{eq\ 8hr}$ and would therefore remain comfortably below the recommended FTA limit.

With respect to 8-hour average construction noise levels at the closets residences while equipment is working along the common property boundary, noise levels could reach up to 90 dBA $L_{eq\ 8hr}$. With typical outdoor to indoor attenuation of 25 dBA for standard construction residential structures, interior noise levels at the closest residence during construction would be a maximum of approximately 65 dBA L_{eq}, which should not interfere with conversation or other daytime activities indoors. Therefore, construction noise levels even at the closest residences would not be considered significant temporary noise impact, especially with the prohibition against nighttime construction.

5.2 Construction Vibration Assessment

Using the vibration source level of construction equipment provided in Table 5, the distance to the closest sensitive receiver (i.e., residence), and the equation supplied in the Caltrans (2020) construction vibration assessment methodology (above), Dudek estimated the Project construction-related vibration impacts at the closest residence. The closest residence is at a distance of approximately 15 feet north from the Project site property line and future

construction zone boundary. Table 7 presents the results of the construction vibration assessment for the closest residence.

Table 7: Construction Vibration Levels at Closest Residence

Equipment	PPV (in/sec) at Nearest Residence (200 Feet)	Significance Threhold PPV (in/sec)	Significant ?
Small bulldozer	0.006	0.24	No
Loaded Trucks	0.16		No
Large bulldozer	0.19		No

As illustrated in Table 7, project construction-related vibration levels at the residence closest to the project would in all cases remain below significance threshold for human annoyance (0.24 PPV in/sec). The threshold for structural damage to typical residential structures is even higher (0.5 PPV in/sec). As such, project construction would have no potential to cause structural damage to the closest residences, or to result in annoyance for the occupants of such residences.

5.3 Long-Term Operational Noise Sources

5.3.1 Off-Site Roadway Traffic Noise

As discussed above under methodology, the project trip generation would represent less than a 5% increase in the traffic volumes on Jonh Daly Blvd. adjacent to the project site. Because a doubling of traffic would result in no more than a 3 dBA CNEL increase (which is a barely noticeable change in the ambient noise environment), a 5% increase in traffic levels would have no discernible increase in traffic noise. The project would therefore not result in discernible traffic noise increases at residential properties in the project vicinity.

5.3.2 Gas Station, Convenience Store, and Car Wash

The proposed project is expected to feature “stationary” producers of noise associated with onsite operations that are distinct from the transportation noise studied in the preceding section. The assumed major onsite operating noise sources are as follows:

- The 2,304 square foot convenience store would likely feature a set of packaged air-conditioners or refrigeration units on its roof, which one could assume might feature five 5-ton air-cooled condensing units that each resemble a Bryant BH16-060 (Bryant 2017) or comparable model and thus having a reference sound power level of 79.3 dBA. These rooftop HVAC units would also operate during some or all nighttime hours.
- An approximately 911 square-foot car wash. Sound sources include:
  - The three car wash tunnel exit air dryers (blowers) exhibit a total of approximately 97.3 dBA sound power level.

  - Five (5) idling vehicles queued up for the car-wash and one (1) idling vehicle at the car-wash exit. Conservatively, a vehicle is considered idling with an overall sound power level of 85 dBA. Four (4) additional vehicles are idling in parking stalls near the proposed convenience store, with a 3 dB attenuation to account for half of the vehicles being off and empty.
- Up to four (4) fuel pumps operate during the day for no more than 20 minutes in any hour (33% of the time), and each generates no more than 80 dBA sound power level.
- A self-service vacuum unit, exhibiting 77 dBA sound power level.

A masonry wall segment located adjacent to the car wash tunnel structure exit and situated on the southwestern property boundary was also included in the model to assist in achieving applicable Daly City noise element limits. The wall was modeled to have 7 feet height. Figure 5 provides a visual representation of the masonry wall location.

Table 8 compares the predicted aggregate proposed project operation noise emission levels (i.e., at the modeled receptor locations appearing in Figure 4) with the applicable Daly City noise element thresholds. It should be noted that the sound model predicts noise levels from simultaneous operation of all mechanical equipment on the site, for a continuous period over a complete hour of operation. Reported sound levels are therefore in units of hourly average L_{eq} .The hours of operation for the carwash are proposed to be from 7 AM to 9 PM daily.

Figure 6 displays predicted hourly L_{eq} levels from project stationary sources out to a modeled calculation boundary. Appendix E, Operational Noise Model Input and Output Data, provides details of the calculated values appearing in Table 8.

Table 8. Predicted Project Stationary Operations Noise at Nearest Sensitive Receptors

Evaluated Quantity	Modeled Nearest Noise-Sensitive Receptors				
	M1	M2	M3	M4	M4 W/ 7 ft Barrier
Predicted Stationary Ops Noise Level (hourly L_{eq})	43	34	45	80	67.4
Predicted Stationary Ops Noise Level (CNEL)	42.5	33.5	44.5	78.5	66.9
Exceedance?	No	No	No	yes	No

1 Calculated using data results in appendix D and Appendix E

In accordance with Policy NE-5 outlined in the Daly City Noise Element, the CNEL limit for residential zones must consistently remain below 70 CNEL. The CNEL value at M4 with no included walls or noise barriers would be 78.5 dBA, exceeding the established noise element limit. Nevertheless, the installation of a 7-foot barrier along the southwest corner of the property would result in sound levels at M4 decreasing to 66.9 CNEL dBA, thereby falling below the noise element limit.

Under these conservative sound modeling conditions (such as all gas station pumps in use, four [4] convenience store parking spaces occupied by idling vehicles, the self-service vacuum and air compressor in operation, and a full queue of cars waiting to use the car-wash), no exceedances with respect to the noise element limits (i.e., no predicted noise level greater than the threshold for the analyzed land use as shown in Table 8) are expected; thus,

with incorporation of the recommended noise barrier wall at the carwash exit, operational noise impact from stationary sources would be **less than significant**.

5.4 Long-term Operational Groundborne Noise and Vibration

The proposed project does not incorporate any project elements that would generate substantial groundborne noise and vibration levels during its long-term operation. Therefore, this potential environmental impact would be **less than significant**.

6 References

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International Organization of Standardization (ISO). 1996. Standard 9613-2 (Acoustics – Attenuation of sound during propagation outdoors – Part 2: General method of calculation). Geneva.



SOURCE: Google 2023; Dudek 2023

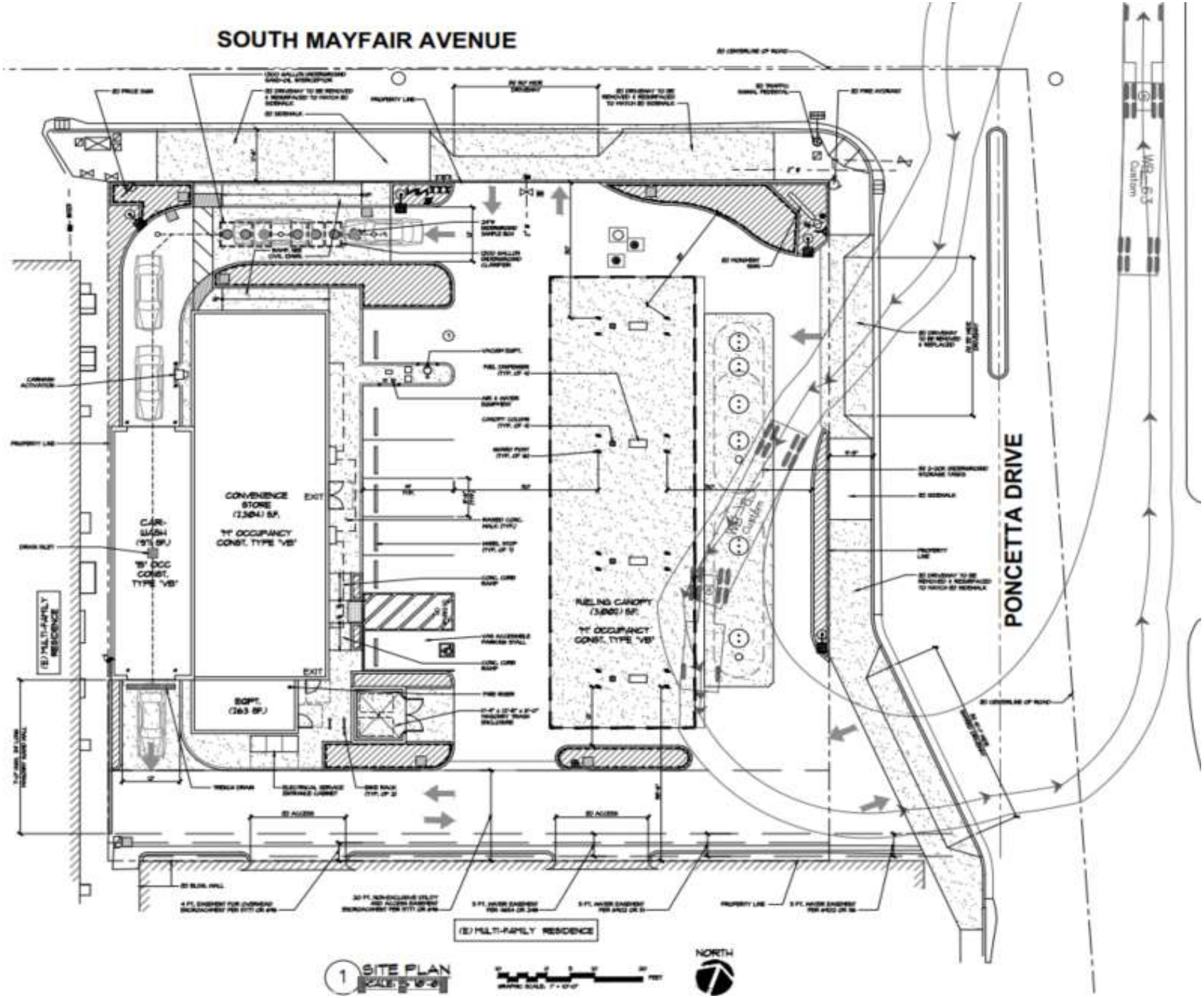
DUDEK

0 59.5 119 Feet

FIGURE 1

Project Location

101 South Mayfair Gas Station Car Wash Project



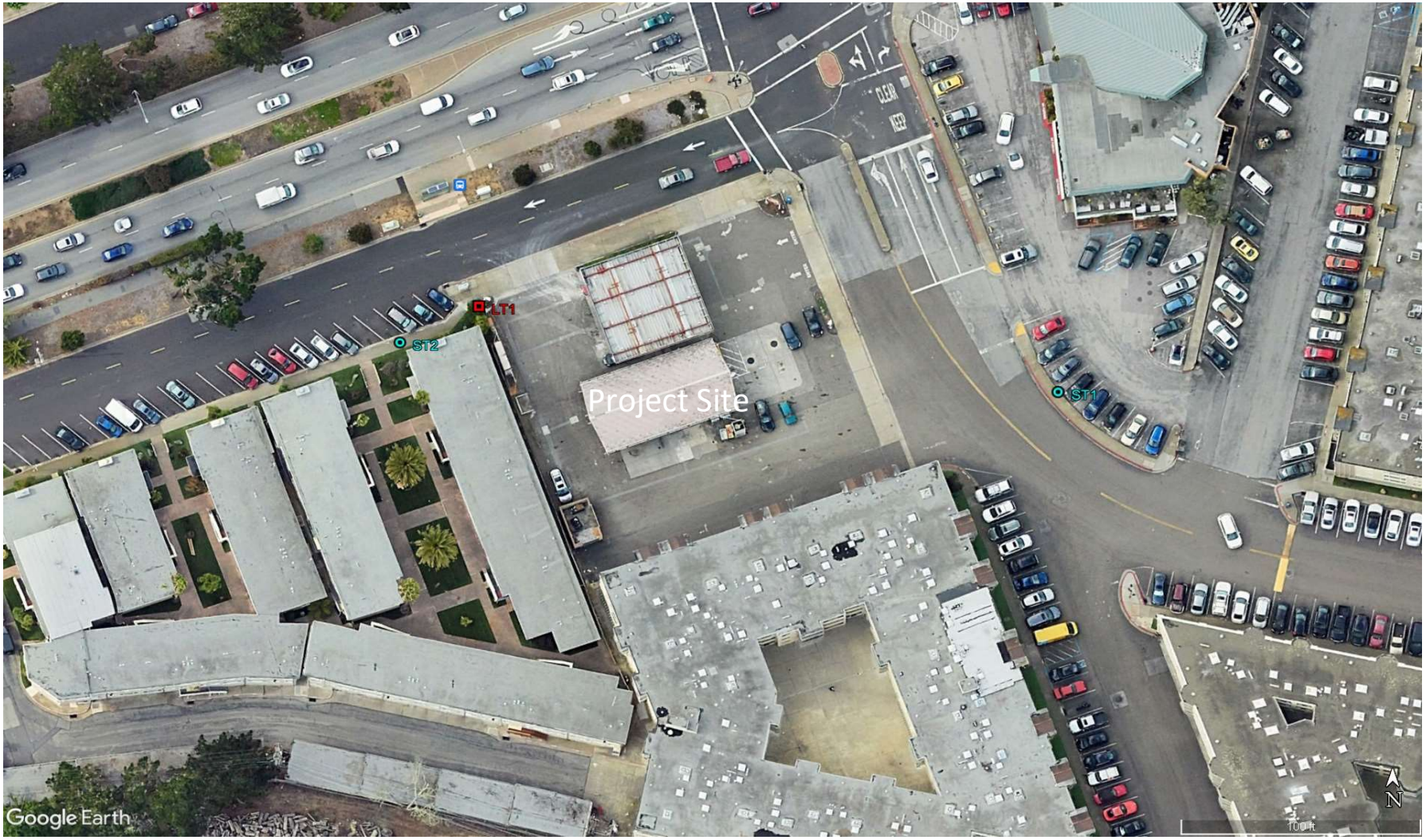
SOURCE: MI Architects, Inc. 2023

DUDEK

FIGURE 2

Site Plan

101 South Mayfair Gas Station Car Wash Project



SOURCE: Google 2023; Dudek 2023

DUDEK

Legend
LT# - Long-term Measurement Location
ST# - Short-term Measurement Location

FIGURE 3

Noise Measurement Locations

101 South Mayfair Gas Station Car Wash Project



SOURCE: Google 2023; Dudek 2023

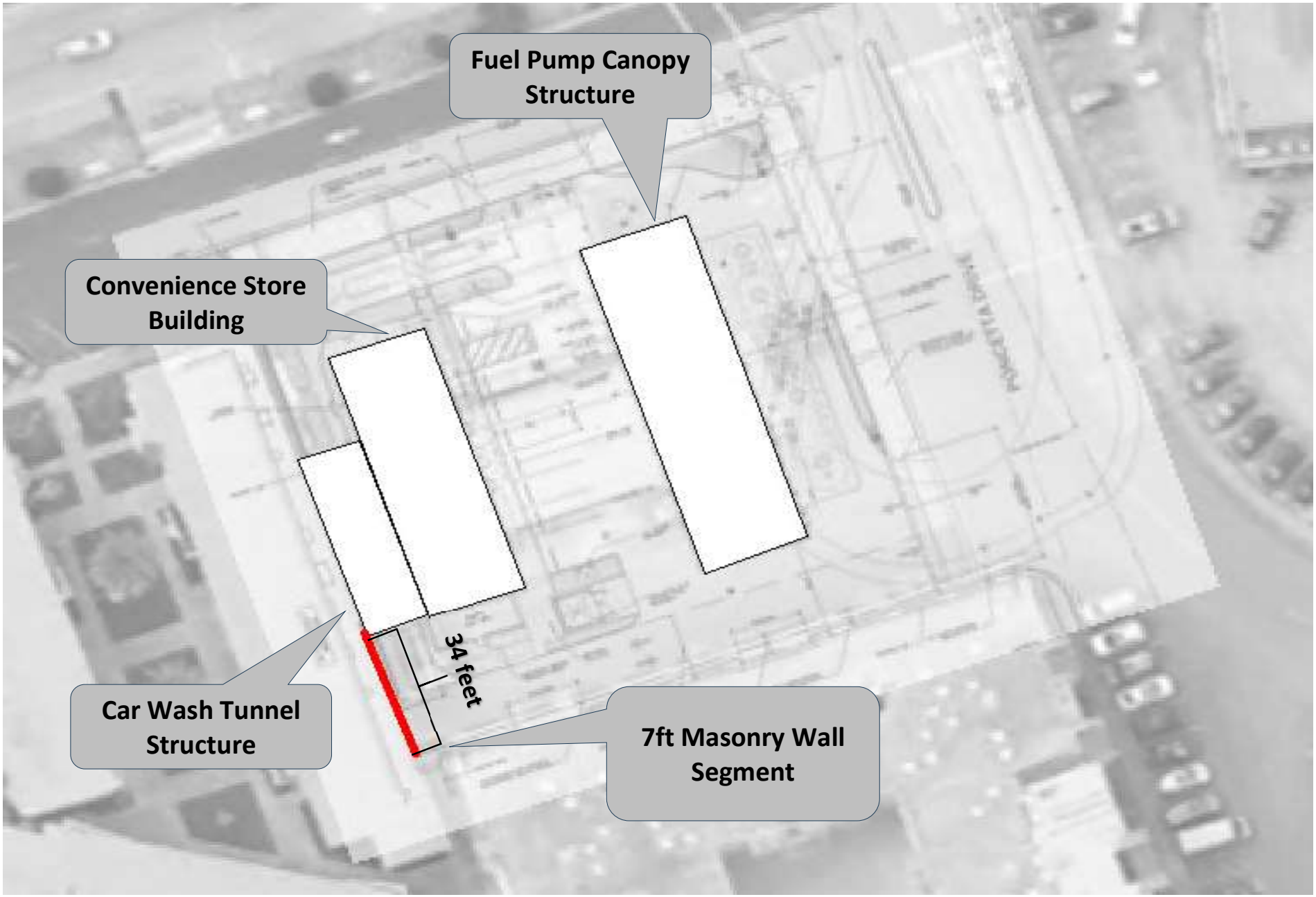
DUDEK

0 39.5 79 Feet

FIGURE 4

Noise Prediction Receiver Locations

101 South Mayfair Gas Station Car Wash Project



SOURCE: Google 2023; Dudek 2023

DUDEK

0 21 42 Feet

FIGURE 5

Recommended Masonry Wall Segment Heights and Lengths

101 South Mayfair Gas Station Car Wash Project



SOURCE: Dudek 2022

DUDEK

0 59.5 119 Feet

FIGURE 6

Predicted Onsite Operations Noise Contours

101 South Mayfair Gas Station Car Wash Project

Appendix A
Acoustic Fundamentals

Appendix A – Acoustic Fundamentals

FUNDAMENTALS OF SOUND

Vibrations, traveling as waves through air from a source, exert a force perceived by the human ear as sound. Sound pressure level (SPL, referred to as sound level) is measured on a logarithmic scale in decibels (dB) that represent the fluctuation of air pressure above and below atmospheric pressure. Frequency, or pitch, is a physical characteristic of sound and is expressed in units of cycles per second or hertz (Hz). The normal frequency range of hearing for most people extends from about 20 to 20,000 Hz. The human ear is more sensitive to middle and high frequencies, especially when the noise levels are quieter. As noise levels get louder, the human ear starts to hear the frequency spectrum more evenly. To accommodate for this phenomenon, a weighting system to evaluate how loud a noise level is to a human was developed. The frequency weighting called "A" weighting is typically used for quieter noise levels which de-emphasizes the low frequency components of the sound in a manner similar to the response of a human ear. This A-weighted sound level is called the "noise level" and is referenced in units of dBA.

Since sound is measured on a logarithmic scale, a doubling of sound energy results in a 3 dBA increase in the noise level. Changes in a community noise level of less than 3 dBA are not typically noticed by the human ear. Changes from 3 to 5 dBA may be noticed by some individuals who are extremely sensitive to changes in noise. A 5 dBA increase is readily noticeable . The human ear perceives a 10 dBA increase in sound level as a doubling of the sound level (e.g., 65 dBA sounds twice as loud as 55 dBA to a human ear).

An individual's noise exposure occurs over a period of time; however, noise level is a measure of noise at a given instant in time. Community noise sources vary continuously, being the product of many noise sources at various distances, all of which constitute a relatively stable background or ambient noise environment. The background, or ambient, noise level gradually changes throughout a typical day, corresponding to distant noise sources, such as traffic volume, as well as changes in atmospheric conditions

Noise levels are generally higher during the daytime and early evening hours when traffic (including airplanes), commercial, and industrial activity is the greatest. However, noise sources experienced during nighttime hours when background levels are generally lower can be potentially more conspicuous and irritating to the receiver. In order to evaluate noise in a way that considers periodic fluctuations experienced throughout the day and night, a concept termed "community noise equivalent level" (CNEL) was developed, wherein noise measurements are weighted, added, and averaged over a 24-hour period to reflect magnitude, duration, frequency, and time of occurrence. A complete definition of CNEL and other terminology used to describe noise is provided in the following list.

Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
A-Weighted Sound Level (dBA)	The sound pressure level (SPL) in decibels as measured on a sound level meter (SLM) using the A-weighted filter network, which de-emphasizes the very low and very high frequency components of the measured sound in a manner similar to the frequency response of the average healthy human ear.
Background Sound Level	The amalgam of sounds from indistinct and/or distant sources (e.g., roadway traffic, residential HVAC systems, etc.) that are not nearby or are otherwise the focus of study.
Decibel (dB)	The unit for expressing SPL and is equal to 10 times the logarithm (to the base 10) of the ratio of the measured sound pressure squared to a reference pressure, which is 20 micropascals.
Equivalent Sound Level ($L_{eq[xh]}$)	The value corresponding to a steady-state sound level containing the same total energy as a time-varying signal over a given sample period. The L_{eq} may feature notation in its subscript indicating the

	time period (e.g., eight hours as “8h” to populate “[Xh]”) of energy averaging.
Octave Band Center Frequency (OBCF)	Commonly discussed octave frequency bands are: 31.5 Hz, 63 Hz, 125 Hz, 250 Hz, 500 Hz, 1 kHz, 2 kHz, 4 kHz, 8 kHz and 16 kHz. Each of these “center frequencies” represents an octave band defined by a lower band limit equal to 0.707 times the center frequency, and an upper band limit equal to 1.414 times the center frequency.
Sound Transmission Loss (TL)	The amount of sound, in decibels (dB), that is isolated by a material or partition in a particular OBCF or 1/3-OBCF. Example: 1/2″ drywall has a TL at 125 Hz of 15 dB.
Sound Transmission Class (STC)	A single-number rating that can be used to conveniently compare, acoustical isolation properties of different materials or assemblies. Generally, higher numbers indicate a material will provide more sound insulation when used as a barrier. Plotted against standardized STC curves, with established curve-fit tolerances, the TL of a material (in dB) at 500 Hz serves as the STC rating.
Statistical Sound Level (L_{XX})	A sound level exceed for a cumulative XX percentage of time within a defined measurement period. The L50 (“L-fifty”) value is thus often called the “median” sound level; and the L90 (“L-ninety”) value is a dB level exceed 90% of the measurement period and hence typically used to evaluate specific continuous or steady-state sound sources, or describe the background sound level (see above definition).

Exterior Noise Distance Attenuation

Noise sources are typically classified in two forms: (1) point sources, such as stationary equipment or a group of construction vehicles and equipment working within a spatially limited area at a given time, and (2) line sources, such as a roadway with a large number of pass-by sources (motor vehicles). Sound generated by a point source typically diminishes (attenuates) at a rate of 6.0 dBA for each doubling of distance from the source to the receptor at acoustically “hard” sites and at a rate of 7.5 dBA for each doubling of distance from source to receptor at acoustically “soft” sites. Sound generated by a line source (i.e., a roadway) typically attenuates at a rate of 3 dBA and 4.5 dBA per doubling distance, for hard and soft sites, respectively. Sound levels can also be attenuated by man-made or natural barriers. For the purpose of sound attenuation discussion, a “hard” or reflective site does not provide any excess ground-effect attenuation and is characteristic of asphalt or concrete ground surfaces, as well as very hard-packed soils. An acoustically “soft” or absorptive site is characteristic of unpaved loose soil or vegetated ground.

Fundamentals of Vibration

Vibration is an oscillatory motion that can be described in terms of displacement, velocity, or acceleration. The response of humans to vibration is very complex. However, it is generally accepted that human response is best approximated by the vibration velocity level associated with the vibration occurrence.

When evaluating human response, ground-borne vibration is usually expressed in terms of root mean square (RMS) vibration velocity. RMS is defined as the average of the squared amplitude of the vibration signal. As for sound, it is common to express vibration amplitudes in terms of decibels defined as: Lv = 20*LOG(vrms/vref) where vrms is the RMS vibration velocity amplitude in inches/second and vref is the decibel reference of 1x10-6 inches/second (0.000001 ips).

Appendix B
Noise Measurement Data

DUDEK

FIELD NOISE MEASUREMENT DATA

PROJECT 101 SOUTH MACFARR GAS/CONVNSH PROJECT # 15 7606
SITE ID ST1
SITE ADDRESS PONCETTA DRIVE OBSERVER(S) JVL
START DATE 12/13/23 END DATE 12/13/23
START TIME 4:56 END TIME 5:06

METEOROLOGICAL CONDITIONS

TEMP 62 F HUMIDITY 61 % R.H. WIND CALM LIGHT (MODERATE)
WINDSPD 7 MPH DIR. (N) NE S SE S SW W NW (VARIABLE) STEADY GUSTY
SKY (SUNNY) CLEAR OVRCAST (PRTLY CLDY) FOG RAIN

ACOUSTIC MEASUREMENTS

MEAS. INSTRUMENT SoftdB Piccolo II TYPE 1 (2) SERIAL # 3104
CALIBRATOR REED R-8090 SERIAL # 6321
CALIBRATION CHECK PRE-TEST 94.0 dBA SPL POST-TEST 94.0 dBA SPL WINDSCRN X

SETTINGS (A-WTD) (SLOW) FAST (FRONTAL) RANDOM ANSI OTHER:

REC. #	BEGIN	END	Leq	Lmax	Lmin	L90	L50	L10	OTHER (SPECIFY METRIC
29	4:56	5:06	62.1	76.0	53.9	56.3	60.0	65.1	

COMMENTS

SOURCE INFO AND TRAFFIC COUNTS PONCETTA DR.

PRIMARY NOISE SOURCE (TRAFFIC) AIRCRAFT RAIL INDUSTRIAL OTHER:
ROADWAY TYPE: ARTERIAL DIST. TO RDWY C/L OR (EOP): 3 FEET

TRAFFIC COUNT DURATION: ___ MIN

COUNT 1 (OR RDWY 1) DIRECTION	NB/EB	SB/WB	NB/EB SPEED	SB/WB SPEED
AUTOS	57			
MED TRKS	0			
HVY TRKS	0			
BUSES	0			
MOTRCLS	0			

IF COUNTING BOTH DIRECTIONS AS ONE, CHECK HERE X

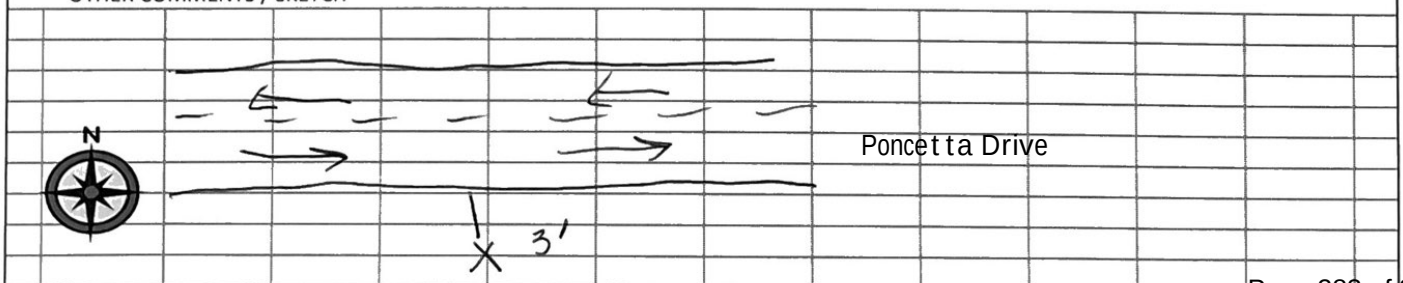
COUNT 2 (OR RDWY 2)	NB/EB	SB/WB	NB/EB SPEED	SB/WB SPEED

SPEEDS ESTIMATED BY: RADAR / DRIVING THE PACE
POSTED SPEED LIMIT SIGNS SAY: 45

OTHER NOISE SOURCES (BACKGROUND): DIST. AIRCRAFT RUSTLING LEAVES DIST. BARKING DOGS BIRDS DIST. INDUSTRIAL
DIST. KIDS PLAYING DIST. CONVRSTNS / YELLING DIST. TRAFFIC (LIST RDWYS BELOW) DISTD GARDENERS/LANDSCAPING NOISE
OTHER:

DESCRIPTION / SKETCH

TERRAIN (HARD) SOFT MIXED (FLAT) OTHER:
PHOTOS
OTHER COMMENTS / SKETCH



DUDEK

FIELD NOISE MEASUREMENT DATA

PROJECT 101 SOUTH MAYFAIR GAS/CARWASH PROJECT # 157666
SITE ID ST2
SITE ADDRESS SO. MAYFAIR AVE / JOHN DALY BLVD. OBSERVER(S) JVL
START DATE 12/13/23 END DATE 12/13/23
START TIME 5:10 END TIME 5:15

METEOROLOGICAL CONDITIONS

TEMP 62 F HUMIDITY 61 % R.H. WIND CALM LIGHT (MODERATE)
WINDSPD 7 MPH DIR. N NE S SE S SW W NW (VARIABLE) STEADY GUSTY
SKY (SUNNY) CLEAR OVRCAST (PRTLY CLDY) FOG RAIN

ACOUSTIC MEASUREMENTS

MEAS. INSTRUMENT SOFTdB PICCOLO II TYPE 1 (2) SERIAL # 3104
CALIBRATOR REED R-8090 SERIAL # 6321
CALIBRATION CHECK PRE-TEST 94.0 dBA SPL POST-TEST 94.0 dBA SPL WINDSCRN X

SETTINGS (A-WTD) (SLOW) FAST (FRONTAL) RANDOM ANSI OTHER:

REC. #	BEGIN	END	Leq	Lmax	Lmin	L90	L50	L10	OTHER (SPECIFY METRIC
30	5:10	5:15	64.9	78.1	56.0	59.0	64.2	67.2	

COMMENTS

SOURCE INFO AND TRAFFIC COUNTS

PRIMARY NOISE SOURCE TRAFFIC AIRCRAFT RAIL INDUSTRIAL OTHER:
ROADWAY TYPE: COLLECTOR DIST. TO RDWY C/L OR (EOP): 4 FEET

TRAFFIC COUNT DURATION: ___ MIN

COUNT 1 (OR RDWY 1) DIRECTION	NB/EB SPEED	SB/WB SPEED	NB/EB	SB/WB
AUTOS	268			
MED TRKS	0			
HVY TRKS	0			
BUSES	1			
MOTRCLS	0			

IF COUNTING BOTH DIRECTIONS AS ONE, CHECK HERE X

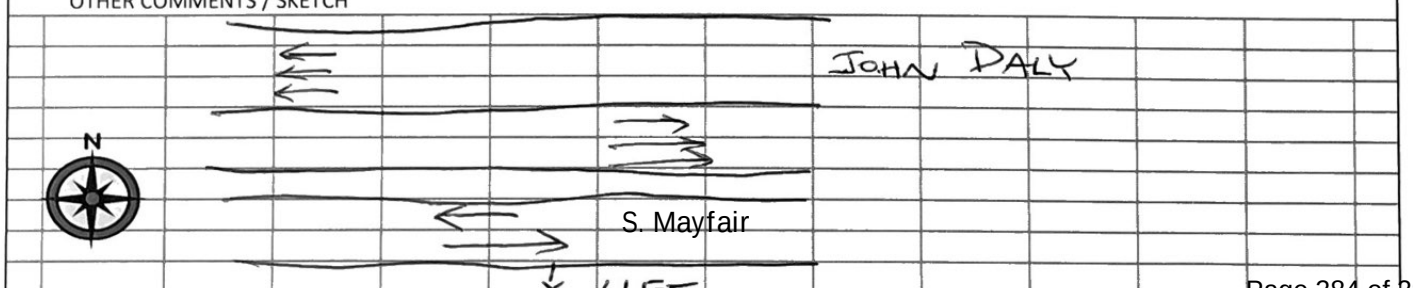
COUNT 2 (OR RDWY 2)	NB/EB SPEED	SB/WB SPEED	NB/EB	SB/WB

SPEEDS ESTIMATED BY: RADAR / DRIVING THE PACE
POSTED SPEED LIMIT SIGNS SAY: 30

OTHER NOISE SOURCES (BACKGROUND): DIST. AIRCRAFT RUSTLING LEAVES DIST. BARKING DOGS BIRDS DIST. INDUSTRIAL
DIST. KIDS PLAYING DIST. CONVRSTNS / YELLING DIST. TRAFFIC (LIST RDWYS BELOW) DISTD GARDENERS/LANDSCAPING NOISE
OTHER:

DESCRIPTION / SKETCH

TERRAIN (HARD) SOFT MIXED FLAT OTHER:
PHOTOS
OTHER COMMENTS / SKETCH



Number	Start Date	Start Time	End Time	SPL Time Weight	Freq Weight	Leq	Lmax	Lmin	L10	L50	L90	L95
Location ST1												
29	12/13/2023	4:56:00 PM	5:06:00 PM	Slow	dBA	62.1	76.0	53.9	65.1	60.0	56.3	55.4

Number	Start Date	Start Time	End Time	SPL Time Weight	Freq Weight	LAeq	LAmax	LAmin	LApk	L50	L90	L95
Location ST2												
30	10/5/2022	5:10:00 PM	5:15:00 PM	Slow	dBA	64.9	78.1	56.0	67.2	64.2	59.0	58.1

Start Date	Start Time	End Time	SPL Time Weight	Freq Weight	Leq	Lmax	Lmin	L10	L50	L90	L95
12/12/2023	4:00:02 PM	5:00:00 PM	Slow	dBA	67.3	89.8	53.5	67.9	64.1	58.2	57.3
12/12/2023	5:00:02 PM	6:00:00 PM	Slow	dBA	64.5	83.5	53.0	66.8	63.2	57.6	56.6
12/12/2023	6:00:02 PM	7:00:00 PM	Slow	dBA	64.7	81.9	53.3	67.1	63.4	57.9	56.8
12/12/2023	7:00:02 PM	8:00:00 PM	Slow	dBA	63.8	76.6	52.1	66.6	62.4	56.6	55.5
12/12/2023	8:00:02 PM	9:00:00 PM	Slow	dBA	64.1	86.5	52.0	66.3	62.6	57.0	55.9
12/12/2023	9:00:02 PM	10:00:00 PM	Slow	dBA	64.2	82.7	51.1	66.3	61.5	56.3	55.2
12/12/2023	10:00:02 PM	11:00:00 PM	Slow	dBA	62.8	86.3	49.7	65.3	60.2	54.7	53.4
12/12/2023	11:00:02 PM	12:00:00 AM	Slow	dBA	61.7	81.5	48.4	64.4	58.7	52.6	51.3
12/13/2023	12:00:02 AM	1:00:00 AM	Slow	dBA	59.4	73.4	44.2	63.0	56.4	49.0	47.7
12/13/2023	1:00:02 AM	2:00:00 AM	Slow	dBA	57.5	75.2	42.8	61.3	53.2	46.5	45.3
12/13/2023	2:00:02 AM	3:00:00 AM	Slow	dBA	56.3	70.7	41.8	60.4	52.3	44.0	43.0
12/13/2023	3:00:02 AM	4:00:00 AM	Slow	dBA	57.0	75.9	41.7	60.5	51.3	44.7	43.9
12/13/2023	4:00:02 AM	5:00:00 AM	Slow	dBA	59.8	75.8	47.1	63.4	56.2	50.1	49.0
12/13/2023	5:00:02 AM	6:00:00 AM	Slow	dBA	63.3	82.4	51.5	66.2	60.4	55.4	54.2
12/13/2023	6:00:02 AM	7:00:00 AM	Slow	dBA	65.9	83.9	56.2	68.3	64.1	61.1	60.1
12/13/2023	7:00:02 AM	8:00:00 AM	Slow	dBA	66.6	81.9	56.1	69.2	64.9	60.8	59.8
12/13/2023	8:00:02 AM	9:00:00 AM	Slow	dBA	68.7	94.5	57.2	69.7	65.4	60.7	60.0
12/13/2023	9:00:02 AM	10:00:00 AM	Slow	dBA	66.0	84.5	55.7	68.4	64.0	58.9	58.1
12/13/2023	10:00:02 AM	11:00:00 AM	Slow	dBA	64.5	81.6	54.6	67.4	62.9	58.1	57.4
12/13/2023	11:00:02 AM	12:00:00 PM	Slow	dBA	66.5	88.2	54.3	68.4	63.9	58.6	57.6
12/13/2023	12:00:02 PM	1:00:00 PM	Slow	dBA	66.9	92.2	54.5	67.4	63.4	58.2	57.4
12/13/2023	1:00:02 PM	2:00:00 PM	Slow	dBA	66.0	90.1	54.5	67.5	63.5	58.9	58.2
12/13/2023	2:00:02 PM	3:00:00 PM	Slow	dBA	65.7	87.9	52.6	67.2	63.7	57.8	56.7
12/13/2023	3:00:02 PM	4:00:00 PM	Slow	dBA	66.5	92.3	52.9	67.4	63.6	57.4	56.5
Daytime Hourly L_{eq} Range (7 AM - 10 PM):						64 - 78 dBA					
Nighttime Hourly L_{eq} Range (10 PM - 7 AM):						60 - 66 dBA					
L_{dn}						71 dBA					

Appendix C
Construction Noise Model Input and Output Data

Noise level limit for construction phase at residential land use, per FTA guidance = **80**

Averaging Period (in hours): 8

Construction Activity	Equipment	Total Equipment Qty	AUF % (from FHWA RCNM)	Reference Lmax @ 50 ft. from FHWA RCNM	Lmax @ 50 ft. for quantify of equipment	Source to NSR Distance (ft.)	Distance-Adjusted Lmax	Allowable Operation Time (hours)	Allowable Operation Time (minutes)	Predicted 8-hour Leq
Demolition	dozer	1	40	82	82.0	15	92.5	8	480	88
	backhoe	3	40	78	82.8	35	85.9	8	480	82
	concrete saw	1	20	90	90.0	55	89.2	8	480	82
						Total Lmax for phase:	**94.7**	**Total Leq 8hr for phase:**		**90.1**
Site Preparation	dozer	1	40	82	82.0	15	92.5	8	480	88
	grader	1	40	85	85.0	35	88.1	8	480	84
	backhoe	1	40	78	78.0	55	77.2	8	480	73
						Total Lmax for phase:	**93.9**	**Total Leq 8hr for phase:**		**89.9**
Grading	dozer	1	40	82	82.0	15	92.5	8	480	88
	front end loader	2	40	79	82.0	35	85.1	8	480	81
	grader	1	40	85	85.0	55	84.2	8	480	80
						Total Lmax for phase:	**93.7**	**Total Leq 8hr for phase:**		**89.7**
Building Erection	crane	1	16	81	81.0	15	91.5	8	480	83
	gradall	1	40	83	83.0	35	86.1	8	480	82
	generator	1	50	72	72.0	55	71.2	8	480	68
	backhoe	1	40	78	78.0	75	74.5	8	480	70
	welder / torch	3	40	73	77.8	95	72.2	8	480	68
						Total Lmax for phase:	**92.7**	**Total Leq 8hr for phase:**		**86.1**
Architectural Coating	compressor (air)	1	40	78	78.0	15	88.5	8	480	84
						Total Lmax for phase:	**88.5**			**84.5**
Paving	backhoe	1	40	78	78.0	15	88.5	8	480	84
	concrete mixer truck	1	40	79	79.0	35	82.1	8	480	78
	Paver	1	50	77	77.0	55	76.2	8	480	73
	Roller	1	20	80	80.0	75	76.5	8	480	69
	Dump Truck	1	40	76	76.0	95	70.4	8	480	66
						Total Lmax for phase:	**89.8**	**Total Leq 8hr for phase:**		**85.8**

Noise level limit for construction phase at residential land use, per FTA guidance = **80**

Averaging Period (in hours): 8

Construction Activity	Equipment	Total Equipment Qty	AUF % (from FHWA RCNM)	Reference Lmax @ 50 ft. from FHWA RCNM	Lmax @ 50 ft. for quantify of equipment	Source to NSR Distance (ft.)	Distance-Adjusted Lmax	Allowable Operation Time (hours)	Allowable Operation Time (minutes)	Predicted 8-hour Leq
Demolition	dozer	1	40	82	82.0	95	76.4	1	480	72
	backhoe	3	40	78	82.8	95	77.2	1	480	73
	concrete saw	1	20	90	90.0	95	84.4	1	480	77
						Total Lmax for phase:	**85.7**	**Total Leq 8hr for phase:**		**79.7**
Site Preparation	dozer	1	40	82	82.0	95	76.4	1	480	72
	grader	1	40	85	85.0	95	79.4	1	480	75
	backhoe	1	40	78	78.0	95	72.4	1	480	68
						Total Lmax for phase:	**81.7**	**Total Leq 8hr for phase:**		**77.8**
Grading	dozer	1	40	82	82.0	95	76.4	1	480	72
	front end loader	2	40	79	82.0	95	76.4	1	480	72
	grader	1	40	85	85.0	95	79.4	1	480	75
						Total Lmax for phase:	**82.4**	**Total Leq 8hr for phase:**		**78.5**
Building Erection	crane	1	16	81	81.0	95	75.4	1	480	67
	gradall	1	40	83	83.0	95	77.4	1	480	73
	generator	1	50	72	72.0	95	66.4	1	480	63
	backhoe	1	40	78	78.0	95	72.4	1	480	68
	welder / torch	3	40	73	77.8	95	72.2	1	480	68
						Total Lmax for phase:	**81.1**	**Total Leq 8hr for phase:**		**76.4**
Architectural Coating	compressor (air)	1	40	78	78.0	95	72.4	1	480	68
						Total Lmax for phase:	**72.4**			**68.4**
Paving	backhoe	1	40	78	78.0	95	72.4	1	480	68
	concrete mixer truck	1	40	79	79.0	95	73.4	1	480	69
	Paver	1	50	77	77.0	95	71.4	1	480	68
	Roller	1	20	80	80.0	95	74.4	1	480	67
	Dump Truck	1	40	76	76.0	95	70.4	1	480	66
						Total Lmax for phase:	**79.6**	**Total Leq 8hr for phase:**		**75.1**

Noise level limit for construction phase at residential land use, per FTA guidance = **80**

Averaging Period (in hours): 8

Construction Activity	Equipment	Total Equipment Qty	AUF % (from FHWA RCNM)	Reference Lmax @ 50 ft. from FHWA RCNM	Lmax @ 50 ft. for quantify of equipment	Source to NSR Distance (ft.)	Distance-Adjusted Lmax	Allowable Operation Time (hours)	Allowable Operation Time (minutes)	Predicted 8-hour Leq
Demolition	dozer	1	40	82	82.0	300	66.4	1	480	62
	backhoe	3	40	78	82.8	300	67.2	1	480	63
	concrete saw	1	20	90	90.0	300	74.4	1	480	67
						Total Lmax for phase:	**75.7**	**Total Leq 8hr for phase:**		**69.7**
Site Preparation	dozer	1	40	82	82.0	300	66.4	1	480	62
	grader	1	40	85	85.0	300	69.4	1	480	65
	backhoe	1	40	78	78.0	300	62.4	1	480	58
						Total Lmax for phase:	**71.7**	**Total Leq 8hr for phase:**		**67.8**
Grading	dozer	1	40	82	82.0	300	66.4	1	480	62
	front end loader	2	40	79	82.0	300	66.4	1	480	62
	grader	1	40	85	85.0	300	69.4	1	480	65
						Total Lmax for phase:	**72.5**	**Total Leq 8hr for phase:**		**68.5**
Building Erection	crane	1	16	81	81.0	300	65.4	1	480	57
	gradall	1	40	83	83.0	300	67.4	1	480	63
	generator	1	50	72	72.0	300	56.4	1	480	53
	backhoe	1	40	78	78.0	300	62.4	1	480	58
	welder / torch	3	40	73	77.8	300	62.2	1	480	58
						Total Lmax for phase:	**71.1**	**Total Leq 8hr for phase:**		**66.4**
Architectural Coating	compressor (air)	1	40	78	78.0	300	62.4	1	480	58
						Total Lmax for phase:	**62.4**			**58.5**
Paving	backhoe	1	40	78	78.0	300	62.4	1	480	58
	concrete mixer truck	1	40	79	79.0	300	63.4	1	480	59
	Paver	1	50	77	77.0	300	61.4	1	480	58
	Roller	1	20	80	80.0	300	64.4	1	480	57
	Dump Truck	1	40	76	76.0	300	60.4	1	480	56
						Total Lmax for phase:	**69.7**	**Total Leq 8hr for phase:**		**65.2**

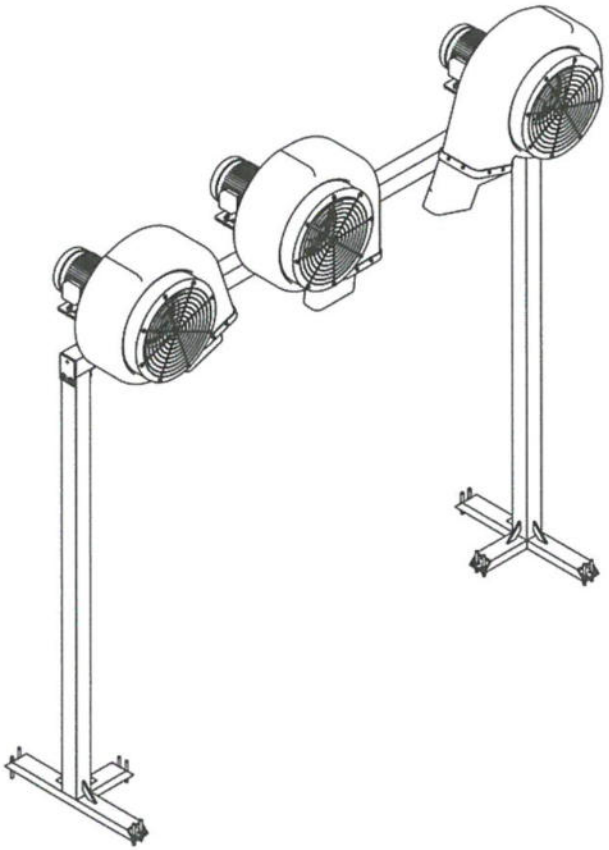
Noise level limit for construction phase at residential land use, per FTA guidance = **80**

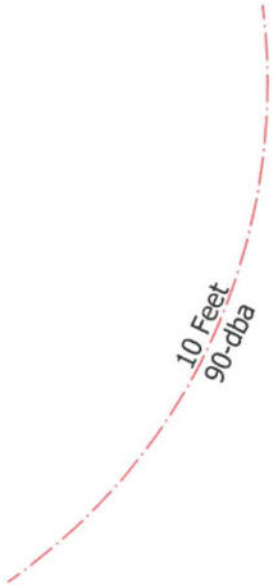
Averaging Period (in hours): 8

Construction Activity	Equipment	Total Equipment Qty	AUF % (from FHWA RCNM)	Reference Lmax @ 50 ft. from FHWA RCNM	Lmax @ 50 ft. for quantify of equipment	Source to NSR Distance (ft.)	Distance-Adjusted Lmax	Allowable Operation Time (hours)	Allowable Operation Time (minutes)	Predicted 8-hour Leq
Demolition	dozer	1	40	82	82.0	250	68.0	1	480	64
	backhoe	3	40	78	82.8	250	68.8	1	480	65
	concrete saw	1	20	90	90.0	250	76.0	1	480	69
						Total Lmax for phase:	**77.3**	**Total Leq 8hr for phase:**		**71.3**
Site Preparation	dozer	1	40	82	82.0	250	68.0	1	480	64
	grader	1	40	85	85.0	250	71.0	1	480	67
	backhoe	1	40	78	78.0	250	64.0	1	480	60
						Total Lmax for phase:	**73.3**	**Total Leq 8hr for phase:**		**69.3**
Grading	dozer	1	40	82	82.0	250	68.0	1	480	64
	front end loader	2	40	79	82.0	250	68.0	1	480	64
	grader	1	40	85	85.0	250	71.0	1	480	67
						Total Lmax for phase:	**74.0**	**Total Leq 8hr for phase:**		**70.1**
Building Erection	crane	1	16	81	81.0	250	67.0	1	480	59
	gradall	1	40	83	83.0	250	69.0	1	480	65
	generator	1	50	72	72.0	250	58.0	1	480	55
	backhoe	1	40	78	78.0	250	64.0	1	480	60
	welder / torch	3	40	73	77.8	250	63.8	1	480	60
						Total Lmax for phase:	**72.7**	**Total Leq 8hr for phase:**		**68.0**
Architectural Coating	compressor (air)	1	40	78	78.0	250	64.0	1	480	60
						Total Lmax for phase:	**64.0**			**60.0**
Paving	backhoe	1	40	78	78.0	250	64.0	1	480	60
	concrete mixer truck	1	40	79	79.0	250	65.0	1	480	61
	Paver	1	50	77	77.0	250	63.0	1	480	60
	Roller	1	20	80	80.0	250	66.0	1	480	59
	Dump Truck	1	40	76	76.0	250	62.0	1	480	58
						Total Lmax for phase:	**71.2**	**Total Leq 8hr for phase:**		**66.7**

Appendix D

Manufacturer Reference Noise Level Data





THIRD ANGLE PROJECTION BREAK ALL SHARP CORNERS PART TO BE FREE OF BURRS UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES	MACHINING TOLERANCES FRACTIONS ± 1/16" XX DECIMAL ± 0.030 XXX DECIMAL ± 0.005 ANGULARITY ± 2° FINISH 125	DRAWN LVerdecia 8/26/2011 APPROVED 8/1/2012 CATEGORY BLOWER	SONNY'S ENTERPRISES THE CARWASH FACTORY DESCRIPTION BLOWER ASSEMBLY, ONE ARCH 45HP PART NUMBER BL1-45HP-1 SHEET 2 OF 2 SIZE A SCALE N.T.S.

THIS SHEET CONTAINS CONFIDENTIAL INFORMATION, IMAGES AND TRADE SECRETS OF SONNY'S ENTERPRISES, INC. ANY UNAUTHORIZED USE OR DISCLOSURE OF ANY PORTION THEREOF IS STRICTLY PROHIBITED. THIS WORK IS THE EXCLUSIVE PROPERTY OF SONNY'S ENTERPRISES, INC. ALL RIGHTS RESERVED

MATERIAL

JE Adams Vacuum Reference Noise Level Data



9209

2 Motor Vac - Small Dome															
Wide Open With Attachment	Distance From Vac in Feet														
	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Sound Level (dB)	76.4	70.4	66.9	64.4	62.4	60.9	59.5	58.4	57.3	56.4	55.6	54.8	54.1	53.5	52.9
Sealed Attachment	Distance From Vac in Feet														
	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Sound Level (dB)	80.5	74.5	71.0	68.5	66.5	64.9	63.6	62.4	61.4	60.5	59.7	58.9	58.2	57.6	57.0
Attachment Removed	Distance From Vac in Feet														
	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Sound Level (dB)	74.5	68.5	65.0	62.5	60.6	59.0	57.6	56.5	55.4	54.5	53.7	52.9	52.3	51.6	51.0

Appendix E

Operational Noise Model Input and Output Data

		A-weighted Octave Band Center Frequencies (OBCF, Hz)									PWL				
		31	63	125	250	500	1000	2000	4000	8000	(dBA)				Notes & Data Source
		-39	-26	-16	-9	-3	0	1	1	-1					A-weighting adjustments (dB)
Carwash Tunnel Interior Sources															
Dryer blower assembly (3 blowers on one "arch")		57	76	81	84	99	90	90	85	78	100				Sonny's Enterprises (Blower Assembly, One Arch, 45 HP)
											10				MD Acoustics - McHolland Retail Noise Impact Study - City of Hemet 10/27/20
											10				
Total dryer blower noise level		57	76	81	84	99	90	90	85	78	100				
												building dimensions (ft)			
	ft3											L	W	H	
room volume, without absorption	14256	7	7	7	7	7	7	7	7	7		66	18	12	Table 6.2, EEI EPPENG
	lb/ft2	transmission loss (TL) of structural element (w/out penetrations)													Table 6.3, EEI EPPENG
	5	8	14	18	22	27	30	33	35	38					Table 6.3, EEI EPPENG
	10	14	18	22	26	30	33	36	40	45					Table 6.3, EEI EPPENG
	20	20	24	28	30	33	36	39	43	48					Table 6.3, EEI EPPENG
	35	24	28	31	33	36	39	42	47	52					Table 6.3, EEI EPPENG
	50	28	32	34	36	39	42	45	51	56					Table 6.3, EEI EPPENG
	80	31	35	37	39	42	45	48	54	59					Table 6.3, EEI EPPENG
building **wall** transmission loss (TL)	50	28	32	34	36	39	42	45	51	56					Table 6.3, EEI EPPENG
building **roof** transmission loss (TL)	20	20	24	28	30	33	36	39	43	48					Table 6.3, EEI EPPENG
additional data: paint on 8" concrete block (51 lb/ft2) TL				37	46	46	54	59	60						Harris (Noise Control in Buildings, Appx 5.2c)
building **long wall** TL (greater of Harris sample or EPPENG)		28	32	37	46	46	54	59	60	56					
building **short wall** TL (opening, no TL)		0	0	0	0	0	0	0	0	0					
Façade Sound Emission Levels	ft2														
Car Wash Tunnel															
long wall area	792	19	19	19	19	19	19	19	19	19					Table 6.4, EEI EPPENG
long wall sound power (dBA)		**35**	**50**	**50**	**44**	**59**	**42**	**37**	**31**	**28**		L	W	H	Eq. 6.1, EEI EPPENG
exit open end area (from W and H of port, not wall)	100	10	10	10	10	10	10	10	10	10		3.28	10	10	Table 6.4, EEI EPPENG "L" is distance from blower to exit port
exit port sound power (dBA)		**54**	**73**	**78**	**81**	**96**	**87**	**87**	**82**	**75**					Eq. 6.1, EEI EPPENG
roof area	1188	21	21	21	21	21	21	21	21	21					Table 6.4, EEI EPPENG
roof sound power (dBA)		**45**	**60**	**61**	**62**	**74**	**62**	**59**	**50**	**38**		L	W	H	Eq. 6.1, EEI EPPENG

	Sum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz	8kHz
dB	94.57587	92.74756	86.65056	83.18156	80.78355	80.55055	77.35056	72.57956	69.65855
dB(A)	85.01097	66.54756	70.55056	74.58156	77.58356	80.55055	78.55055	73.57956	68.55856

Car, no-load/ ground run

Original title:"Pkw, Standlauf"

A-weighted sound power level, related to a continuous work

Source type: point
Height of emission: 0,5 m
Reference spectrum: traffic noise

Particularly it is pointed out that the emission data do not include adjustment values for special noise characteristics in accordance with OENORM S 5004 like impulsiveness and

tonality.

****
Source:
forum SCHALL, Emissionsdatenkatalog, August 2016

Last updated 23-10-2017