CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, March 11, 2024 - 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/DalyCityVideoMeetings, https://www.dalycity.org/agendas,
or Comcast Channel 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.

AVAILABILITY OF PUBLIC RECORDS:

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

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

APPROVAL OF MINUTES:

1. Regular Meeting of February 26, 2024

APPROVAL OF AGENDA:

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

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

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:

2. 2024 4th Quarter Investment Report

3. Receive and File Housing Successor Agency Annual Report For Fiscal Year 2022-2023

Resolutions:

4. Annual Delegation of Authority to City Treasurer to Invest City Funds

5. Professional Services Agreement to Revise the 2015 Planned Retreat Management Plan for Mussel Rock Landfill

6. Authorize the City Manager to Execute a Memorandum of Understanding and Temporary Construction License with Kimco Westlake L.P. for the RO 572 Streetlight Conversion Project

7. Approve Salary Reassignments for the Fire Chief and Deputy Fire Chief Positions

8. Accept and Appropriate CalRecycle SB 1383 Local Assistance Grant Program

9. Accept and Appropriate Mattress Recycling Council Grant for a Pilot Study Project on Illegally Dumped Mattresses

10. Consider Partnership with Camp Unity to Host a 6-week Summer Camp Program at the Bayshore Community Center and Luau Finale at the Pacelli Event Center

11. Notice of Completion for the Outdoor Fitness Court Site Work: Lincoln Park, Westlake Park Project

END OF CONSENT AGENDA

AWARD OF BIDS/CONTRACTS:

12. Adopt Resolution Appropriate Funds and Award a Construction Contract for the Civic Center North Human Resources Tenant Improvements Project

    STAFF: Richard Chiu, Jr.

    RECOMMENDATION: Adopt Resolution by Roll Call Vote

RESOLUTIONS:

13. Accept 2024 Statement of Investment Policy Update

    STAFF: Daneca Halvorson

    RECOMMENDATION: Adopt Resolution by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

14. Council Committee

15. City Council

16. Staff

ADJOURNMENT:

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
FEBRUARY 26, 2024

Visit https://www.youtube.com/@DalyCityVideoMeetings/streams to view the City Council meetings

The regular meeting was called to order by Mayor Manalo at 7:09 P.M.

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

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

PRESENTATIONS:

Proclamation – American Heart Month 2024

APPROVAL OF MINUTES:

Regular Meeting of February 12, 2024

It was moved by Councilmember DiGiovanni, seconded by Vice Mayor Daus-Magbual and carried by the unanimous roll call vote to approve the minutes of February 12, 2024.

APPROVAL OF AGENDA:

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

PUBLIC APPEARANCES:

Nick Occhipinti voiced concern with the City being behind in having district elections, noting the upcoming special election to fill a vacant City Council seat. Occhipinti urged the Council to have a plan to have district elections at the next City Council meeting in order to be compliant with state law and to avoid fees and fines.

The following speakers urged the Council to appoint Manufou Liaiga-Anoa'i to the vacant City Council seat. Speakers provided testaments to Manufou's character and leadership roles in the community, particularly in the Pacific Islander community. Manufou was described as credible, smart, transparent, fair, qualified, and as a great representative of the Pacific Islander community by various speakers. Individuals pointed out the overwhelming support Manufou had from Daly City voters, citing Manufou's standing in 4th place for City Councilmember at the last election, noting the over 6,000 votes cast for Manufou. Commenters highlighted Manufou's accomplishments and experience including: four

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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.

decades of policy and political experience demonstrating her commitment to service, making things happen in the community towards positive change, empowering youth through advocacy for education and summer programs, her urban planning background, and her passion for the Polynesian community. Speakers also pointed out the importance of inclusivity and equity referring to their support for Manufou to be selected as the fifth Councilmember.

Sam Finau
Vou Aumavae, PICP
Bridget Badasow
Peter Lang, Roofers Local 40
Gaynor Siataga
Tiffany Hautau
Sam Tagaloa, STAG
J.R. Tagata, SALT
Reno Anoa'i
Ana Petero

Manufou Liaiga-Anoa'i asked the Council to consider the overwhelming support she received as a candidate for Council from the past election, and to consider appointing her to the vacant City Council seat as an alternative to having an application process. Liaiga-Anoa'i spoke about her proven leadership as an elected public servant and her love for the community, and stated she would use her voice for the people in the community. Liaiga-Anoa'i thanked the community members who stood with her.

Hibah spoke about the Council failing the community and referred to the ICE raids, the death of Roger Allen by the police, the lack of acknowledgement of Palestinian constituents by not calling for a permanent cease-fire in Gaza, and the failure to protect the community garden. Hibah spoke about community members who were positively impacted by the garden by providing a green space and urged the Council to look at other alternatives.

CONSENT AGENDA:

It was moved by Councilmember DiGiovanni, seconded by Vice Mayor Daus-Magbual and carried to approve the consent agenda with the exception of items #5, 6, and 7.

Resolutions:

2023 Mandated Fire and Life Safety Inspections

Resolution 24-29, Acknowledging North County Fire Authority Regarding The Inspection Of Certain Occupancies Required To Perform Annual Inspections In Such Occupancies Pursuant To Sections 13146.2 And 13146.3 Of The California Health And Safety Code

Authorize the City Manager to Execute Amendment to the Agreement for the Installation of Conduit with Intermountain Infrastructure Group, LLC

Resolution 24-30, Authorizing Amendment To Agreement With Intermountain Infrastructure Group, LLC For Installation Of Conduit

Approve Co-Hosting the Pacific Islands Together 10th Annual SHINE Family Day Festival at Gellert Park

Assistant to the City Manager Leilani Ramos provided the staff report for the festival, which takes place on March 18^{th} from 9AM-4PM at Gellert Park. Reina Meafua, President of Pacific Islands Together, thanked Mayor Manalo for providing the platform to share cultures and expressed appreciation for the Council and the City Manager. Meafua described the SHINE festival as an event to bring everyone to celebrate together, and to provide an opportunity to understand each other's cultures.

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

Resolution 24-31, Approving Co-Hosting The Pacific Islands Together 10th Annual SHINE Family Day Festival At Gellert Park

Approve Resolution in Support of Senate Bill 915 (Cortese) The Autonomous Vehicle Service Deployment Data Transparency Act

Assistant to the City Manager Ramos provided the staff report to address self-driving vehicles in the state of California by prioritizing local government control to ensure a framework for regulation and oversight.

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

Resolution 24-32, In Support Of Senate Bill 915 (Cortese) The Autonomous Vehicle Service Deployment And Data Transparency Act

Set Time and Place of Public Hearing - Proposed Ordinance Adding Chapter 2.60 - Women's Commission (Set Hearing: 3/11/24)

Assistant to the City Manager Ramos provided the report and referred to last year's budget priority study session where the Council identified researching a Women's Commission a priority for fiscal year 2024. Ramos addressed questions regarding commissioner selection, whether the commission would consist of all women, discussions during the priority study session, and associated costs and fiscal impact.

City Attorney Rose Zimmerman addressed questions regarding the anticipated timeline to fill the vacancy and whether time and place of hearing can be changed.

It was moved by Mayor Manalo, seconded by Vice Mayor Daus-Magbual and failed to have a public hearing for the item on April 8, 2024, by the following roll call vote:

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

Check Registers

Check Registers for the Month of January 2024

END OF CONSENT AGENDA

PUBLIC HEARING:

General Plan Amendment GPA-04-21-14998, Planned Development PD-04-21-14997, Major Subdivision SUB-04-21-14999, Design Review DR-04-21-15000, and Development Agreement – Serramonte Del Rey Campus Redevelopment - Environmental Assessment: Adoption of Mitigation and Monitoring Program

Planning Manager Michael Van Lonkhuysen provided a project overview, including the Precise Plan for the campus, the affordable housing plan component, the environmental assessment, and the Planning Commission's recommendations.

Kalimah Salahudin, JUHSD Board President, outlined the district's goal to consistently find revenue streams and this project's goals to address the issues with funding the educational needs of students and how JUHSD students receive less funding from the state than their counterparts in the County. Andrew Lie, JUHSD Board Trustee, provided information on the needed revenue to close the funding gap between JUHSD and other school districts. Salahudin highlighted the benefits of the public park (Overlook Park & Community Garden) and the units allotted for residents with intellectual development disabilities. Angel Barrios, Program Director of Izzy Early Education, spoke about the services provided by Head Start through the project including free childcare for those who qualify. Teddy Newmyer, Eden Housing, spoke about the proposed affordable housing component on Parcel C, which exceeds the City's below market rate requirements and addresses the deepest affordability needs. Salahudin was proud of the work that has been done thus far and thanked Daly City staff and JUHSD staff for their collaborative work.

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

The following speakers expressed support for the Serramonte del Rey redevelopment, urging the Council to approve the project. Individuals were in favor of developing the site, citing the following reasons: addresses the housing crisis in the Bay Area by providing affordable housing and housing for individuals with disabilities, positive impacts for the schools and youth in the district, helps with school staff retention, the project as a long-term and sustainable revenue source for JUHSD, provides critical programs through wraparound services, provides job opportunities, provides high labor standards within the project agreement, connects youth with apprenticeship programs, utilizes underused spaces, puts housing near jobs, and lowers traffic impact.

Alejandro Castano, Carpenters Local 217
Nels DeLander, Local 217 Carpenters
Rick Bonilla, former Mayor of San Mateo
Guillermo Chacon, NorCal Carpenters
Gia Pham, Housing Choices
Xiaocan Wang, Bay Area Council
Ed Evans, Carpenters Local 217
Annya Shapiro, DC Youth Health Center
Clayton Koo
Johnathan Jeremiah, Nor Cal Carpenters

The following speakers opposed the proposed development and agreement and asked the Council not to approve the item. The following reasons were cited as flaws in the plan: unaffordable housing units within the project, negative environmental impacts including elimination of a community garden, the site being on indigenous land, negative impacts to wildlife, health, and climate change, the project's non-sustainability, negative impacts on traffic and property values, lack of a housing shortage, 14-story high building(s), unfair labor practices and backdoor agreements, Brown Act violations, the lack of affordable housing in Building B, low income housing being segregated, and the City being overcrowded. Some voiced their support for the teachers, students and unions.

Erick Campbell	Nick Occhipinti
Devante	Alfredo Olguin Jr.
Catherine Stonewall	Jas
Nancy Lacsamana, Garden Alliance/Sierra Club	Alex
Julia Flores	

Peter Lang, Roofers Local 40, expressed support for unions.

Mayor Manalo thanked everyone who came to speak on the item. Manalo wanted to ensure the project sponsor will be utilizing a robust outreach mechanism, in collaboration with the City, to let people in the community know about the project's affordable housing opportunities.

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

Salahudin addressed questions regarding revenue information and the timeline for the phase-in approach. Newmyer and City staff addressed questions on whether a preference for Daly City residents can be considered for the affordable housing units. Newmyer addressed questions regarding labor standards and the marketing plan for the units.

Staff addressed question on affordability ratios and the inclusionary housing ordinance, community benefits from the project, amenities inside the buildings, building height, renditions, parking and density, parking spaces for delivery trucks, the phase-in approach timeline for construction, land ownership, whether protected species were identified, zoning, whether amenities for the various parcels are equitable, and availability of wraparound services.

It was moved by Mayor Manalo, seconded by Vice Mayor Daus-Magbual and carried by the following roll call vote to adopt the resolution.

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

Resolution 24-33, Adopting Findings Of Fact For General Plan Amendment GPA-04-21-14998, Major Subdivision SUB-04-21-14999 And Design Review DR-04-21-15000 And Certifying The Final Environmental Impact Report For Serramonte Del Rey Campus Redevelopment

It was moved by Mayor Manalo, seconded by Vice Mayor Daus-Magbual and carried by unanimous roll call vote to adopt the following urgency ordinance:

Ordinance 1471, Amending The Daly City Zoning Map By Rezoning The Serramonte Del Rey Site To Planned Development Zone (PD-31B) And Establishing Planned Development Standards (APN 091-211-230)

It was moved by Mayor Manalo, seconded by Vice Mayor Daus-Magbual and carried by unanimous roll call vote to adopt the following urgency ordinance:

Ordinance 1472, An Uncodified Urgency Ordinance Of The City Council Of The City Of Daly City Approving A Development Agreement Between The City Of Daly City And The Jefferson Union High School District Declaring The Urgency Thereof

Mayor Manalo called for a 5-minute recess at 11:45 PM and reconvened the meeting at 12:00 AM on February 27, 2024. All City Councilmembers were present.

COMMUNICATIONS:

Resolution Calling to Hold a Special Election on November 5, 2024

City Attorney Rose Zimmerman provided the staff report requiring a special election to be consolidated with the general election in 2024 to fill the current City Council vacancy. City Clerk Annette Hipona addressed a question regarding general election costs.

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

Resolution 24-34, Calling For The Holding Of A Special Election On November 5, 2024 For The Election Of A City Council Member To Fill Vacancy

Consideration of the Application Process for the Appointment of Interim City Councilmember

City Attorney Rose Zimmerman requested Council consideration of the application process by providing a timeline, a draft application, a list of interview questions, and a notice of proposed advertisement locations. Zimmerman addressed questions regarding the application process in 2011, access points for the application, Daly City residence qualifications, a scenario addressing lack of a consensus, how applications will be received, candidate requirements, application deadline and extension, age requirement, how residency and voter status is verified, whether all applicants will be given an interview, the Government Code, interview procedures, ADA access, and how the applications will be distributed to the Council between now and the deadline.

Manufou Liaiga-Anoa'i thanked Mayor Manalo and Councilmember Sylvester with regards to the meeting with Head Start and thanked the community for showing up to show their support for her at tonight's meeting. Liaiga-Anoa'i asked for confirmation regarding the application online and submitted her application to City Clerk Hipona. Liaiga-Anoa'i looked forward to participating in an open dialogue with all the other candidates during the interview process.

Mayor Manalo declared the application process as being open to the public and noted that interviews will be held in the Council Chambers.

RESOLUTIONS:

Resolution to Authorize a Construction Loan Agreement with the Daly City Joint Powers Financing Authority, the North San Mateo County Sanitation District and the California State Water Resources Control Board and a Financing Agreement with the Daly City Joint Powers Financing Authority in Connection with the Financing of the Vista Grande Drainage Basin Improvement Project

Director of Water and Wastewater Resources Joshua Cosgrove informed the Council the two agreements attached to the item are the exact same ones presented during the Sanitation District meeting. However, in this case, the entity is the City of Daly City.

It was moved by Mayor Manalo, seconded by Vice Mayor Daus-Magbual and carried by unanimous roll call vote to adopt the resolution.

Resolution 24-35, Authorizing A Construction Loan Agreement With The Daly City Joint Powers Financing Authority, The North San Mateo County Sanitation District And The California State Water Resources Control Board And A Financing Agreement With The Daly City Joint Powers Financing Authority In Connection With The Financing Of The Vista Grande Drainage Basin Improvement Project, Establishing One Or More Pledged Sources Of Revenue For Repayment Of Funding, And Taking Certain Other Actions Relating Thereto

REPORTS:

Council Committee

Peninsula Clean Energy (PCE) (Daus-Magbual)
San Mateo County Mosquito and Vector Control District (Sylvester)

City Council

Mayor Manalo reported attendance at the following events: the Consul General of Japan's home to celebrate the Emperor of Japan's birthday, with Speaker Pelosi, Senator Becker, Senator Wiener and Mayor Fung, and where Manalo shared that Daly City is the 110th city to have a Sister City in Japan, namely Izumisano City; the Black History Month event at City Hall, acknowledging Recreation staff Leslie DuBridge and Opal Fuller for all their work, the artwork from older adults, the music and food, and acknowledging Vice Mayor Daus-Magbual's ideas to incorporate SFSU organizations for future events; the grand opening of JAR Insurance on Gellert Boulevard.; the Council of Cities dinner which hosted all the Councilmembers from the County, and acknowledged City Manager Piccolotti and his staff Leilani Ramos, Angelica Zermeno and Charlie Mercado-Morrow for their work, and recognized speakers Assemblymember Ting and Olenka Villareal of Magical Bridge Foundation; the birthday celebration of Pedro Penida, a Veteran who turned 100 years old; and the Classic Bowl event for youth studying digital media hosted by nonprofit Both Sides of the Conversation.

Councilmember DiGiovanni attended the Black History Month event and acknowledged Director Denise Brown and Recreation staff Leslie DuBridge, Opal Fuller, Romeo, David, the Police Department, the Boys and Girls Club, the singers and food, and everyone who participated.

Councilmember Daus-Magbual expressed his wish to revisit the topic of forming a Women's Commission once the vacancy is filled and there is a full City Council. Mayor Manalo echoed the Vice Mayor's sentiments.

Staff

City Manager Piccolotti noted an upcoming update regarding the City's investment policy.

ADJOURNMENT:

Mayor Manalo adjourned the meeting on Tuesday, February 27, 2024 at 1:13 AM in memory of Lucilla Valenzuela, Richard D. Holder, III, Paul Elmstrand, Matthew Ruge, Adam Finseth, Anand Sujith Henry, Alice Priyanka Benzinger, Nathan Henry, Noah Henry, Marlette Viray, and Dolores Callero.

Approved as submitted, this 11th

day of March, 2024.

Juslyn C. Manalo
Mayor

City Clerk

City of Daly City
Sanitation District
Portfolio Management
Portfolio Summary
December 31, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
San Mateo County Pool	178,864,543.45	176,605,484.27	178,864,543.45	72.50	1	1	3.226
Local Agency Investment Funds	15,005,093.72	14,908,207.79	15,005,093.72	6.08	1	1	3.534
Federal Agency Coupon Securities	29,360,000.00	27,727,068.54	28,042,550.78	11.37	1,107	785	4.122
Treasury Coupon Securities	1,000,000.00	964,102.00	956,041.00	0.39	808	166	2.300
CDs	23,520,000.00	22,779,308.62	23,520,000.00	9.53	1,202	773	3.937
Mortgage Back Security	329,345.09	313,812.09	329,345.09	0.14	9,848	5,168	4.127
Investments	**248,078,982.26**	**243,297,983.31**	**246,717,574.04**	**100.00%**	**258**	**171**	**3.412**
Cash and Accrued Interest							
Accrued Interest at Purchase		26,341.00	26,341.00				
Subtotal		26,341.00	26,341.00				
Total Cash and Investments	**248,078,982.26**	**243,324,324.31**	**246,743,915.04**		**258**	**171**	**3.412**

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	688,840.85	3,953,229.37
Average Daily Balance	**235,202,775.39**	**229,556,696.54**
Effective Rate of Return	**3.45%**	**3.42%**

Reporting period 12/01/2023-12/31/2023

Our portfolio conforms to our Statement of Investment Policy and is in compliance with Government Code Section 53646, which requires the ability to meet its expenditure requirements for the next six months. Market Value information provided by Local Agency Investment Fund, San Mateo County Investment Pool, and Sympro.

City of Daly City
Sanitation District
Portfolio Management
Portfolio Details - Investments
December 31, 2023

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		06/30/2023	178,864,543.45	176,605,484.27	178,864,543.45	3.226	1	1	3.226	
		Subtotal and Average	**164,877,597.73**		**178,864,543.45**	**176,605,484.27**	**178,864,543.45**		**1**	**1**	**3.226**	
Local Agency Investment Funds												
LAIFCITY	10103	LAIF		06/30/2023	14,592,541.29	14,498,319.16	14,592,541.29	3.534	1	1	3.534	
LAIFSANI	10104	LAIF		06/30/2023	412,552.43	409,888.63	412,552.43	3.534	1	1	3.534	
		Subtotal and Average	**16,908,319.53**		**15,005,093.72**	**14,908,207.79**	**15,005,093.72**		**1**	**1**	**3.534**	
Federal Agency Coupon Securities												
31422X5S7	10077	Federal Agricultural Mtg Corp		08/24/2023	1,015,000.00	1,005,480.32	1,012,485.85	4.650	949	1,079	4.740	08/07/2026
31422XGQ9	10081	Federal Agricultural Mtg Corp		10/12/2022	1,000,000.00	888,157.00	880,726.00	0.940	1,029	1,475	4.180	10/26/2026
31424WAF9	10120	Federal Agricultural Mtg Corp		10/05/2023	2,000,000.00	2,003,480.00	2,003,480.00	4.875	1,186	1,274	4.820	04/01/2027
31422XR95	10133	Federal Agricultural Mtg Corp		10/25/2023	2,000,000.00	1,927,320.01	1,927,320.01	4.030	1,431	1,499	4.580	12/02/2027
3133EPPE9	10124	Federal Farm Credit Bank		09/19/2023	2,000,000.00	1,969,936.00	1,978,900.00	4.375	917	1,021	4.780	07/06/2026
3130AUZN7	10006	Federal Home Loan Bank		02/22/2023	2,000,000.00	1,995,552.00	2,000,572.00	5.050	51	364	5.020	02/21/2024
3130AT3H8	10007	Federal Home Loan Bank		08/26/2022	2,000,000.00	1,981,656.00	2,000,000.00	3.375	67	560	3.374	03/08/2024
3130ASBU2	10011	Federal Home Loan Bank		06/23/2022	1,000,000.00	975,478.00	994,004.00	3.000	266	823	3.280	09/23/2024
3130AV5N8	10018	Federal Home Loan Bank		03/03/2023	2,000,000.00	1,995,840.00	1,998,116.00	5.000	347	651	5.060	12/13/2024
3130ATBC0	10024	Federal Home Loan Bank		10/12/2022	1,180,000.00	1,152,943.78	1,161,380.78	3.584	410	856	4.300	02/14/2025
3130ASF87	10041	Federal Home Loan Bank		05/05/2023	1,065,000.00	1,031,730.47	1,050,008.00	3.330	543	784	4.020	06/27/2025
3130AKVR4	10064	Federal Home Loan Bank		01/18/2023	2,000,000.00	1,792,926.00	1,800,000.00	0.550	773	1,121	4.050	02/12/2026
3130AMLL4	10068	Federal Home Loan Bank		06/01/2021	1,020,000.00	914,897.16	1,020,000.00	0.950	876	1,820	0.950	05/26/2026
3130A3DU5	10087	Federal Home Loan Bank		09/26/2022	1,380,000.00	1,299,573.60	1,329,578.94	3.000	1,166	1,628	3.900	03/12/2027
3130AMGY2	10091	Federal Home Loan Bank		05/17/2023	1,400,000.00	1,234,695.00	1,273,959.40	1.250	1,239	1,468	3.680	05/24/2027
3130AKT48	10100	Federal Home Loan Bank		08/24/2023	1,000,000.00	856,065.00	859,150.00	0.650	1,487	1,617	4.550	01/27/2028
3137EAEU9	10042	Federal Home Loan Mtg Corp		02/15/2023	2,000,000.00	1,838,206.00	1,821,752.00	0.375	567	887	4.270	07/21/2025
3134GWUG9	10049	Federal Home Loan Mtg Corp		01/06/2022	1,000,000.00	912,723.00	978,059.00	0.570	632	1,357	1.175	09/24/2025
3136G4X99	10095	Federal National Mtg Assn		03/13/2023	2,300,000.00	1,950,409.20	1,953,058.80	0.740	1,332	1,626	4.520	08/25/2027
		Subtotal and Average	**28,380,306.26**		**29,360,000.00**	**27,727,068.54**	**28,042,550.78**		**785**	**1,107**	**4.122**	
Treasury Coupon Securities												
91282CCG4	10009	U.S. Treasury		03/30/2022	1,000,000.00	964,102.00	956,041.00	0.250	166	808	2.300	06/15/2024
		Subtotal and Average	**956,041.00**		**1,000,000.00**	**964,102.00**	**956,041.00**		**166**	**808**	**2.300**	
CDs												
05220JAE1	10070	AUSTIN CAPITAL BANK		05/31/2023	248,000.00	242,750.58	248,000.00	4.600	879	1,094	4.605	05/29/2026
01025RAD1	10017	ALABAMA CU		11/22/2022	249,000.00	246,841.17	249,000.00	4.900	326	731	4.907	11/22/2024
01882MAA0	10099	ALLIANT CU		12/30/2022	248,000.00	244,108.38	248,000.00	4.850	1,459	1,826	4.853	12/30/2027

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	Term	YTM	Maturity Date
CDs												
01882MAJ1	10132	ALLIANT CU		11/20/2023	248,000.00	248,000.00	248,000.00	5.600	1,054	1,096	5.605	11/20/2026
02007GQH9	10066	ALLY BANK		04/28/2022	246,000.00	230,671.74	246,000.00	2.850	848	1,461	2.852	04/28/2026
03065YAB7	10088	AMERICA FIRST NCU		08/31/2023	248,000.00	245,860.26	248,000.00	5.050	1,185	1,308	5.050	03/31/2027
052392CC9	10083	AUSTIN TELCO FCU		11/28/2022	248,000.00	245,710.46	248,000.00	5.050	1,061	1,460	5.054	11/27/2026
06740KPB7	10026	BARCLAYS BANK		03/09/2022	247,000.00	233,580.74	247,000.00	1.700	434	1,097	1.465	03/10/2025
07181JAY0	10084	BAXTER CU		01/24/2023	249,000.00	242,604.93	249,000.00	4.500	1,120	1,462	4.504	01/25/2027
072727BG4	10033	BAYCOAST BANK		03/31/2020	247,000.00	230,355.16	247,000.00	0.900	455	1,826	0.900	03/31/2025
062119BU5	10089	BANK FIVE NINE		05/15/2023	248,000.00	240,630.43	248,000.00	4.400	1,227	1,458	4.403	05/12/2027
06251A2Q2	10057	BANK HAPAOLIM		12/14/2020	249,000.00	223,184.68	249,000.00	0.500	714	1,827	0.456	12/15/2025
05600XBQ2	10059	BMO HARRIS BANK		12/18/2020	249,000.00	222,938.42	249,000.00	0.500	717	1,826	0.500	12/18/2025
09644EAM4	10117	BLUEPEAK CREDIT UNION		09/26/2023	248,000.00	248,126.48	248,000.00	5.750	269	366	5.765	09/26/2024
05580AY57	10034	BMW Bank		04/14/2023	244,000.00	240,491.04	244,000.00	4.650	469	731	4.657	04/14/2025
130162BC3	10127	CALIFORNIA CREDIT UNION		10/25/2023	248,000.00	248,000.00	248,000.00	5.450	1,029	1,097	4.733	10/26/2026
14042RQB0	10082	CAPITAL ONE NA		11/17/2021	248,000.00	217,788.89	248,000.00	1.100	1,051	1,826	1.101	11/17/2026
14622LAP7	10123	CARTER FEDERAL CREDIT UNION		10/18/2023	248,000.00	248,000.00	248,000.00	5.100	1,386	1,461	5.104	10/18/2027
20367GBC2	10043	COMMUNITY COMMERCE BK		07/28/2022	249,000.00	237,757.90	249,000.00	3.000	574	1,096	3.000	07/28/2025
20416TAX0	10061	COMMUNITYWIDE CU		01/06/2023	248,000.00	243,625.53	248,000.00	4.700	736	1,096	4.704	01/06/2026
16141BAD3	10058	CHARTWAY FCU		06/16/2023	248,000.00	245,475.11	248,000.00	5.050	715	914	5.058	12/16/2025
12547CBG2	10039	CBIC BANK		05/16/2023	244,000.00	240,884.36	244,000.00	4.800	501	731	4.807	05/16/2025
18508CAA0	10048	CLEARVIEW CU		09/08/2023	248,000.00	247,603.70	248,000.00	5.500	616	731	5.508	09/08/2025
12574EAC4	10118	CME FEDERAL CREDIT UNION		09/12/2023	248,000.00	247,608.66	248,000.00	5.500	620	731	5.507	09/12/2025
20825WBR0	10107	CONNEXUS CU		06/21/2023	248,000.00	246,110.49	248,000.00	5.150	539	733	5.157	06/23/2025
227563CH4	10067	CROSS RIVER BANK		05/19/2023	244,000.00	239,182.95	244,000.00	4.650	869	1,096	4.655	05/19/2026
254673B70	10036	DISCOVER BANK		04/27/2022	246,000.00	235,602.56	246,000.00	2.800	483	1,097	2.419	04/28/2025
25844MAW8	10101	DORT FCU		05/24/2023	247,000.00	237,556.45	247,000.00	4.350	1,605	1,827	4.591	05/24/2028
27002YFV3	10065	EAGLEBANK		04/21/2023	248,000.00	243,124.32	248,000.00	4.650	841	1,096	4.655	04/21/2026
29731RAB1	10122	ESTACADO FEDERAL CREDIT UNION		10/13/2023	248,000.00	248,000.00	248,000.00	5.700	288	368	5.716	10/07/2024
32116QBK1	10090	FNB OF MIDDLE TENNESSEE		05/19/2023	248,000.00	241,074.60	248,000.00	4.450	1,234	1,461	4.454	05/19/2027
319477AN5	10050	FIRST CITIZENS BK		10/28/2022	244,000.00	239,895.92	244,000.00	4.700	666	1,096	4.704	10/28/2025
32026UZR0	10020	FIRST FOUNDATION BANK		12/15/2022	244,000.00	240,656.96	244,000.00	4.500	350	732	3.642	12/16/2024
32022RSG3	10094	1ST FINANCIAL BK		08/01/2022	249,000.00	231,954.21	249,000.00	3.300	1,309	1,827	3.254	08/02/2027
316077EV4	10060	FIDELITY CO-OP BANK		12/21/2022	248,000.00	244,458.81	248,000.00	4.850	721	1,097	4.736	12/22/2025
32110YYH2	10093	1ST NATL BANK		07/29/2022	249,000.00	233,271.67	249,000.00	3.450	1,305	1,826	3.452	07/29/2027
34520LAY9	10098	FORBRIGHT BANK		12/15/2022	248,000.00	236,214.30	248,000.00	4.000	1,444	1,826	4.002	12/15/2027
30191KAE1	10030	FORDYCE BANK&TRUS		03/20/2023	244,000.00	242,307.37	244,000.00	5.150	444	731	5.158	03/20/2025
356436AQ8	10119	FREEDOM NORTHWEST CREDIT UNION		09/19/2023	248,000.00	247,682.06	248,000.00	5.350	991	1,095	5.355	09/18/2026
33715LEQ9	10025	FIRST TECHNOLOGY FCU		03/07/2023	248,000.00	245,784.62	248,000.00	5.000	431	731	5.008	03/07/2025
38149MXJ7	10075	GOLDMAN SACHS BANK		07/28/2021	249,000.00	220,074.67	249,000.00	0.950	939	1,826	0.951	07/28/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	Term	YTM	Maturity Date
CDs												
39573LDW5	10052	GREENSTATE CU		04/28/2023	248,000.00	244,037.95	248,000.00	4.750	666	914	4.763	10/28/2025
41138NAB4	10085	HAPO COMMUNITY CU		08/31/2023	248,000.00	245,431.22	248,000.00	5.000	1,152	1,275	4.999	02/26/2027
419700AG4	10130	HAWAII CENTRAL FCU		10/27/2023	248,000.00	248,000.00	248,000.00	5.500	1,030	1,096	5.505	10/27/2026
43942MAA0	10116	HOPE FEDERAL CREDUT UNION		09/25/2023	248,000.00	247,620.81	248,000.00	5.500	633	731	5.507	09/25/2025
444425AB8	10047	HUGHES FCU		08/29/2023	248,000.00	246,919.71	248,000.00	5.350	606	731	5.358	08/29/2025
457731AQ0	10073	INSPIRE FCU		06/30/2023	248,000.00	245,227.86	248,000.00	5.000	911	1,096	5.005	06/30/2026
46124GBB3	10014	INTRUST BANK		04/21/2023	244,000.00	242,149.50	244,000.00	4.950	294	549	4.964	10/21/2024
47804GKS1	10038	JOHN MARSHALL BANK		05/12/2023	248,000.00	244,452.61	248,000.00	4.700	497	731	4.707	05/12/2025
48128UQJ1	10053	JP MORGAN CHASE BK		10/30/2020	249,000.00	224,361.45	249,000.00	0.500	668	1,826	0.500	10/30/2025
53052LAK5	10008	LIBERTY FCU		03/08/2023	248,000.00	247,622.30	248,000.00	5.100	67	366	5.115	03/08/2024
530520AM7	10096	LIBERTY FIRST CU		08/29/2023	248,000.00	245,706.74	248,000.00	5.000	1,337	1,462	5.004	08/30/2027
538036NE0	10063	LIVE OAK BANK		02/10/2021	249,000.00	221,406.57	249,000.00	0.500	771	1,826	0.500	02/10/2026
549104TK3	10056	LUANA SAVINGS BANK		11/18/2020	249,000.00	223,448.87	249,000.00	0.400	687	1,826	0.400	11/18/2025
55955TAA3	10040	MAGNIFI CU		05/30/2023	248,000.00	245,554.72	248,000.00	5.000	515	731	5.007	05/30/2025
560507AR6	10102	MAINE SAVINGS CU		08/25/2023	248,000.00	243,238.90	248,000.00	4.850	1,698	1,827	4.855	08/25/2028
564759SC3	10028	MANUF&TRADERS BANK		03/17/2023	244,000.00	242,651.90	244,000.00	5.250	441	731	5.258	03/17/2025
58404DJN2	10062	MEDALLION BANK		01/29/2021	249,000.00	221,436.95	249,000.00	0.450	759	1,826	0.443	01/29/2026
61768U2E6	10005	MORGAN STANLEY PVT BK		10/05/2020	249,000.00	244,966.70	249,000.00	0.300	26	1,209	0.360	01/27/2024
61690UQU7	10022	MORGAN STANLEY PVT BK		12/26/2019	247,000.00	235,949.47	247,000.00	1.900	360	1,827	1.902	12/26/2024
62384RAQ9	10013	MOUNTAIN AMERICA FCU		10/14/2022	249,000.00	246,620.56	249,000.00	4.750	288	732	4.756	10/15/2024
66476QEC8	10045	NORTHERN BANK&TRUST		08/18/2023	248,000.00	245,589.94	248,000.00	5.050	595	731	5.058	08/18/2025
64034KBE0	10086	NELNET BANK		03/09/2022	247,000.00	220,625.09	247,000.00	1.900	1,163	1,826	1.901	03/09/2027
651023FQ1	10080	NEWBURYPORT BK		10/06/2022	244,000.00	234,673.10	244,000.00	4.000	1,009	1,461	4.003	10/06/2026
647608AK4	10129	NEW ORLEANS FIRE		10/25/2023	248,000.00	248,000.00	248,000.00	5.100	1,393	1,461	5.104	10/25/2027
67886WAC1	10016	OKLAHOMA'S CU		11/22/2022	249,000.00	246,703.22	249,000.00	4.850	326	731	4.857	11/22/2024
682325DE2	10031	ONE COMMUNITY BANK		03/21/2023	248,000.00	246,269.46	248,000.00	5.150	445	731	5.159	03/21/2025
70153RLK2	10012	PARKWAY BANK & TRUST		10/06/2022	244,000.00	240,060.38	244,000.00	4.050	280	732	3.275	10/07/2024
72345SLK5	10035	PINNACLE BANK		04/14/2023	248,000.00	244,399.54	248,000.00	4.650	469	731	4.657	04/14/2025
74348HAG3	10032	PROMISEONE BANK		03/26/2020	247,000.00	230,282.79	247,000.00	0.900	450	1,826	0.901	03/26/2025
75102EAV0	10121	RAIZ FEDERAL CREDIT UNION		10/06/2023	244,000.00	244,000.00	244,000.00	5.100	1,374	1,461	5.104	10/06/2027
75472RAU5	10023	RAYMOND JAMES BANK		12/30/2019	247,000.00	235,613.79	247,000.00	1.850	364	1,827	1.852	12/30/2024
7954506X8	10072	SALLIE MAE BANK		06/30/2021	249,000.00	220,437.46	249,000.00	0.900	911	1,826	0.900	06/30/2026
856285XK2	10108	STATE BANK OF INDIA, NY		09/28/2021	248,000.00	218,854.30	248,000.00	1.100	1,001	1,826	1.101	09/28/2026
78413RAD9	10114	SCE FEDERAL CREDIT UNION		10/04/2023	248,000.00	248,000.00	248,000.00	5.300	1,008	1,097	5.177	10/05/2026
84287PHR6	10069	SOUTHER FIRST BANK		05/26/2023	248,000.00	243,062.32	248,000.00	4.650	876	1,096	4.655	05/26/2026
819866BR4	10054	SHARONVIEW FCU		10/31/2022	249,000.00	246,253.53	249,000.00	4.850	669	1,096	5.004	10/31/2025
82671DAC1	10071	SIGNATURE FCU		06/07/2023	248,000.00	243,975.46	248,000.00	4.800	889	1,097	4.688	06/08/2026
84614AAJ8	10078	SPACE COAST CU		08/29/2023	248,000.00	247,625.52	248,000.00	5.350	973	1,098	5.351	08/31/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	Term	YTM	Maturity Date
CDs												
87165ET98	10079	SYNCHRONY BANK		09/03/2021	248,000.00	218,066.65	248,000.00	0.900	976	1,826	0.899	09/03/2026
87164DUU2	10021	SYNOVUS BANK		12/16/2022	244,000.00	240,656.47	244,000.00	4.500	350	731	4.506	12/16/2024
87868YAN3	10037	TECHNOLOGY CU		04/26/2023	248,000.00	245,640.28	248,000.00	5.000	483	733	5.008	04/28/2025
88241TPD6	10051	TEXAS EXCHANGE BK		10/28/2022	249,000.00	244,787.92	249,000.00	4.700	666	1,096	4.704	10/28/2025
89235MLE9	10076	TOYOTA FINL BANK		07/29/2021	249,000.00	220,051.51	249,000.00	0.950	940	1,826	0.951	07/29/2026
89580DAK8	10010	TRIAD BUSINESS BK		08/12/2022	249,000.00	243,625.58	249,000.00	3.100	224	731	3.104	08/12/2024
90348JP61	10074	UBS BANK		07/08/2021	249,000.00	219,979.80	249,000.00	0.900	919	1,826	0.901	07/08/2026
902684AA7	10046	UFIRST FCU		02/22/2023	248,000.00	244,024.31	248,000.00	4.700	599	912	4.697	08/22/2025
91334AAE3	10055	UNITED HERITAGE CU		11/04/2022	249,000.00	245,009.53	249,000.00	4.700	673	1,096	4.620	11/04/2025
914242AB8	10029	UNIVERSITY CU		03/17/2023	248,000.00	246,277.39	248,000.00	5.150	441	731	5.159	03/17/2025
90352RCU7	10097	USALLIANCE FCU		09/30/2022	249,000.00	237,784.04	249,000.00	4.000	1,368	1,826	4.002	09/30/2027
917352AG1	10092	UTAH COMMUNITY FCU		06/07/2023	248,000.00	242,243.18	248,000.00	4.600	1,253	1,461	4.604	06/07/2027
913065AC2	10126	UTD TEL FIN CREDIT UNION		10/20/2023	248,000.00	248,000.00	248,000.00	5.100	1,388	1,461	5.104	10/20/2027
92348DAD1	10044	VERIDIAN CU		08/18/2023	248,000.00	246,698.99	248,000.00	5.300	595	731	5.308	08/18/2025
9497633X2	10019	WELLS FARGO BK		11/28/2022	248,000.00	245,681.70	248,000.00	4.850	333	732	4.677	11/29/2024
95763PQF1	10125	WESTERN ALLIANCE		10/16/2023	244,000.00	244,000.00	244,000.00	5.300	654	731	5.307	10/16/2025
		Subtotal and Average	**23,744,000.00**		**23,520,000.00**	**22,779,308.62**	**23,520,000.00**		**773**	**1,202**	**3.937**	
Mortgage Back Security												
36202E6D6	10110	GNMA		07/22/2009	256,620.75	243,934.44	256,620.75	4.500	5,649	10,925	4.478	06/20/2039
36291HTQ7	10111	GNMA		10/18/2007	33,778.65	32,851.79	33,778.65	5.500	3,726	9,645	5.572	03/15/2034
36291YRM1	10113	GNMA		10/18/2007	954.36	926.88	954.36	5.500	4,091	10,010	5.572	03/15/2035
36200MQW6	10115	GNMA		06/01/2023	37,991.33	36,098.98	37,991.33	4.500	3,483	3,697	0.933	07/15/2033
		Subtotal and Average	**336,510.87**		**329,345.09**	**313,812.09**	**329,345.09**		**5,168**	**9,848**	**4.127**	
		Total and Average	**235,202,775.39**		**248,078,982.26**	**243,297,983.31**	**246,717,574.04**		**171**	**258**	**3.412**	

City of Daly City
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Portfolio Management
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	Term	YTM
		Average Balance	**0.00**	Accrued Interest at Purchase		26,341.00	26,341.00		**0**	**0**	
				Subtotal		26,341.00	26,341.00				
		Total Cash and Investments	**235,202,775.39**		**248,078,982.26**	**243,324,324.31**	**246,743,915.04**		**171**	**258**	**3.412**

City of Daly City
Maturity Report
Sorted by Maturity Date
Receipts during October 1, 2023 - December 31, 2023

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
3133ENEX4	10001	GENERAL	FAC	FFCB	1,000,000.00	11/24/2023	02/22/2023	0.550	967,394.00	2,750.00	1,002,750.00	35,356.00
939769AC9	10004	GENERAL	MC1	WASTEM	248,000.00	12/29/2023	12/29/2022	5.000	248,000.00	1,019.18	249,019.18	1,019.18
			Total Maturities		**1,248,000.00**				**1,215,394.00**	**3,769.18**	**1,251,769.18**	**36,375.18**

City of Daly City
Purchases Report
Sorted by Fund - Fund
October 1, 2023 - December 31, 2023

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
78413RAD9	10114	GENERAL	MC1	SCE	248,000.00	10/04/2023	11/04 - Monthly	248,000.00		5.300	10/05/2026	5.177	248,000.00
31424WAF9	10120	GENERAL	FAC	FAMC	2,000,000.00	10/05/2023	03/29 - 09/29	2,003,480.00	1,625.00	4.875	04/01/2027	4.820	2,003,480.00
75102EAV0	10121	GENERAL	MC1	RAIZ	244,000.00	10/06/2023	11/06 - Monthly	244,000.00		5.100	10/06/2027	5.104	244,000.00
29731RAB1	10122	GENERAL	MC1	ESTA	248,000.00	10/13/2023	11/13 - Monthly	248,000.00		5.700	10/15/2024	5.716	248,000.00
95763PQF1	10125	GENERAL	MC1	WEST	244,000.00	10/16/2023	04/16 - 10/16	244,000.00		5.300	10/16/2025	5.307	244,000.00
14622LAP7	10123	GENERAL	MC1	CART	248,000.00	10/18/2023	11/18 - Monthly	248,000.00		5.100	10/18/2027	5.104	248,000.00
913065AC2	10126	GENERAL	MC1	UTD	248,000.00	10/20/2023	11/20 - Monthly	248,000.00		5.100	10/20/2027	5.104	248,000.00
130162BC3	10127	GENERAL	MC1	CALIF	248,000.00	10/25/2023	04/25 - 10/25	248,000.00		5.450	10/26/2026	4.733	248,000.00
31422XR95	10133	GENERAL	FAC	FAMC	2,000,000.00	10/25/2023	12/02 - 06/02	1,927,320.01	Received	4.030	12/02/2027	4.580	1,927,320.01
647608AK4	10129	GENERAL	MC1	NEWORL	248,000.00	10/25/2023	11/25 - Monthly	248,000.00		5.100	10/25/2027	5.104	248,000.00
419700AG4	10130	GENERAL	MC1	HAWAI	248,000.00	10/27/2023	11/27 - Monthly	248,000.00		5.500	10/27/2026	5.505	248,000.00
01882MAJ1	10132	GENERAL	MC1	ALLI	248,000.00	11/20/2023	12/20 - Monthly	248,000.00		5.600	11/20/2026	5.605	248,000.00
				Subtotal	**6,472,000.00**			**6,402,800.01**	**1,625.00**				**6,402,800.01**
				Total Purchases	**6,472,000.00**			**6,402,800.01**	**1,625.00**				**6,402,800.01**

City Council Agenda Report

Item # _____

Meeting Date: March 11, 2024

Subject: Receive and File Housing Successor Agency Annual Report For Fiscal Year 2022-2023

Recommended Action

It is recommended that the City Council receive and file the Housing Successor Agency Annual Report for Fiscal Year 2022-2023.

Background

The City of Daly City is the Housing Successor Agency to the former Daly City Redevelopment Agency, as established by resolution in January 2012. The Housing Successor Agency is required to complete an Annual Report regarding the Low and Moderate Income Housing Asset Fund pursuant to California Health and Safety Code Section 34176.1. The purpose of the report is to provide the governing body of the Housing Successor Agency with an annual report on the housing assets and activities of the Housing Successor Agency. The current report sets forth certain details of the City of Daly City's Housing Successor Agency activities for Fiscal Year 2022-2023.

The report is due to the California Department of Housing and Community Development ("HCD") by April 1st of each year and must be posted to the City's website. The report for Fiscal Year 2022-2023 will be submitted to HCD following official receipt by the City Council.

Discussion

In the Annual Report, for the Fiscal Year 2022-2023, the Housing Asset Fund received a total of $260,813 in revenues and expended a total of $131,945, of which $106,241 was administrative costs and $25,704 to assist the development of an affordable housing project at 493 Eastmoor. The Housing Asset Fund balance consists of cash, investments and assets held by the Housing Successor which as of June 30, 2023 has a fund balance of $4,166,618.

Summary/Conclusion

Staff recommends the City Council receive and file the Housing Successor Annual Report for Fiscal Year 2022-2023. Staff is available to provide any additional information desired by the Mayor or City Council Members.

Respectfully submitted,

Betsy ZoBell
Housing and Community Development Manager

Tatum Mothershead
Director of Economic and
Community Development

Attachment: Daly City Housing Successor Annual Report for Fiscal Years 2022-2023

HOUSING SUCCESSOR ANNUAL REPORT
FOR FISCAL YEAR 2022-23
City of Daly City

TABLE OF CONTENTS

INTRODUCTION

Following the dissolution of redevelopment in 2012, all former redevelopment agencies were required to designate a housing successor agency to receive all existing housing assets and assume any ongoing responsibilities related to the former agency's mandated 20% set aside for affordable housing. The City of Daly City established itself as the Housing Successor Agency ("Housing Successor") to the former Daly City Redevelopment Agency ("Agency") with the adoption of Resolution No. 12-11 dated January 23, 2012. In addition to overseeing housing assets and ensuring that all remaining funds are spent on affordable housing efforts, housing successors must report annually on their activities as required by Senate Bill 341. The Housing Successor Annual Report ("Annual Report") details the activity of the Housing Successor and establishes whether it is in compliance with various expenditure and asset requirements as outlined in Health and Safety Code ("HSC") Section 34176.1(f).

SCOPE OF THIS HOUSING SUCCESSOR ANNUAL REPORT

The Annual Report is limited to the City's activities as they relate to its role as Housing Successor, rather than all housing functions of the City in general. Housing successors typically establish a separate fund in order to isolate the former redevelopment agency housing assets and activities from any other City housing funds and activities. Prior to FY 2021-22, the City had maintained Housing Successor assets and activities in the Daly City Housing Development Finance Agency Fund (Fund 12) which also included non-Housing Successor fund sources not subject to Senate Bill 341 requirements. However, during FY 2021-22, the City established a separate Housing Set-Aside Fund (Fund 11) and transferred all housing successor assets, liabilities, and related activities to this fund. This Annual Report is based on funds and activity reported in Fund 11 for FY 2022-23.

The Annual Report is due to the State of California ("State") Department of Housing and Community Development ("HCD") by April 1 annually and must be accompanied by an independent financial audit. The City's audited financial statements will be posted on the City's website when available.

ASSETS TRANSFERRED TO THE HOUSING SUCCESSOR

Upon the statewide dissolution of redevelopment in 2012, all rights, powers, committed assets, liabilities, duties, and obligations associated with the housing activities of the Agency were transferred to the Housing Successor. The Housing Successor prepared a Housing Asset Transfer ("HAT") Form that provided an inventory of all housing assets transferred from the Agency to the Housing Successor. This included:

1. Real properties;
2. Personal Property;
3. Low- and Moderate-Income Housing Fund ("LMIHF") encumbrances;
4. Loans/Grants Receivables; and
5. Deferrals.

The HAT was approved by the California Department of Finance ("DOF") on August 30, 2012. It is important to distinguish that housing assets that were not transferred from the former Agency or generated by or purchased with assets from the former Agency, are not subject to HSC Section 34176.1.

A copy of the HAT is provided as Appendix 1.

BACKGROUND

This Section summarizes the legal requirements for use of Housing Successor assets that are addressed in this Report.

LEGAL REQUIREMENTS PERTAINING TO HOUSING SUCCESSORS

In general, housing successors must comply with three major requirements pursuant to HSC Section 34176.1:

1. Expenditures and housing production are subject to income and age targets.
2. Housing successors may not accumulate an "excess surplus," or a high unencumbered cash balance based on certain thresholds.
3. Properties must be developed with affordable housing or sold within five to ten years of DOF approving the HAT.

Appendix 2 provides a more detailed summary of the reporting requirements that are addressed in this Report.

PERMITTED USES OF HOUSING ASSET FUNDS

Pursuant to HSC Section 34176.1, former Agency assets and the revenues generated by those assets, are to be maintained in a Low- and Moderate-Income Housing Asset Fund ("Housing Asset Fund"). In the case of Daly City, Housing Successor funds and activities are recorded in Fund 11, also known as the Housing Set-Aside Fund. Housing Asset Funds may be spent on:

- **Administrative costs** for operation of the housing successor agency. The law allows a housing successor to spend the greater of:
  - $200,000 per year adjusted annually for inflation, or
  - 5% of the statutory value of real property owned by the housing successor and any loans or grants receivable on the HAT ("Portfolio"), whichever is greater.

  According to HCD, the $200,000 per year limit adjusted for inflation for FY 2022-23 is $254,500. The net value of the Housing Successor's Portfolio (after an allowance for uncollectibles) is $3,366,888, of which 5 percent is $168,344. Therefore, Daly City's FY 2022-23 annual administrative cost limit is $254,500, the greater of these two limit amounts.

- **Homeless prevention and rapid rehousing services** up to $250,000 per year if the former redevelopment agency did not have any outstanding inclusionary housing or replacement housing production requirements as of 2012. Daly City is eligible for this expense because the former Agency met its inclusionary housing and replacement housing production requirements upon dissolution.

- **Affordable housing development** assisting households up to 80 percent of the Area Median Income ("AMI"), subject to specific income and age targets over a five- or ten-year period.

  Five-Year Income Proportionality on Development Expenditures: Any Housing Asset Funds may be spent on development of affordable housing projects affordable to low, very low, and extremely low-income households. "Development" is defined in HSC Section 33413 as new construction, acquisition, rehabilitation, or the preservation of affordable housing developments.

  During each five-year compliance period, the first one running from FY 2013-14 through FY 2018-19 and the second (current) one beginning July 1, 2019, at least 30 percent of any development expenditures must assist extremely low-income households (up to 30 percent AMI), while no more than 20 percent may assist low-income households (between 60-80 percent AMI). The balance of such expenditures may be used on very low-income households (households earning between 30-60 percent AMI).

Note that housing successors must report expenditures by category each year, but compliance with income proportionality limits is measured every five years. For example, a housing successor could spend all its funds in a single year on households earning between 60-80 percent AMI, as long as it was 20 percent or less of the total expenditures during the five-year compliance period.

Should a housing successor not spend at least 30 percent of its development expenditures for extremely low-income households, or exceeds the amount spent on low-income households, future expenditures are subject to greater restrictions until these proportionality targets are met.

Specifically, if a housing successor is unable to spend at least 30 percent of its development expenditures on extremely low units, it is required to increase this spending to 50 percent until compliant with the 30 percent threshold; a housing successor that spends more than 20 percent of its development expenditures on low-income units cannot spend any further funds on low-income developments until it is at or below the 20 percent threshold. As such, tracking these expenditures and their progress over the corresponding five-year period is an important function of the Annual Report.

Ten-Year Age Proportionality: If more than 50 percent of the total aggregate number of rental units produced by the city, housing successor, or former redevelopment agency during the past 10 years are restricted to seniors, the housing successor may not spend more Housing Asset Funds on senior rental housing.

It is important to stress that Housing Successor expenditure and production requirements are measured on different timeframes:

- **One-Year Limits:** Administrative Allowance and Homeless Prevention Allowance. Compliance evaluated annually and resets every year.

- **Five-Year Limit:** Expenditures by Income Level. Compliance evaluated over a fixed five-year period set by law. The second (current) period runs from July 1, 2019, to June 30, 2024.

- **Ten-Year Limit:** Number of Senior Deed-Restricted Units Assisted. Compliance evaluated based on a rolling ten-year period that is different every year.

Appendix 3 describes Housing Asset Fund expenditure requirements in more detail, including the types of costs eligible in each category.

LIMITS ON THE ACCUMULATION OF HOUSING FUNDS (EXCESS SURPLUS)

State law limits how much cash a housing successor may retain and, if it fails to commit and spend these funds in a reasonable timeframe, the housing successor must transfer unspent funds to HCD for use on State housing programs.

HSC Section 34176.1(d) establishes a limit, known as an “excess surplus” on the amount of unencumbered Housing Asset Fund cash based on the greater of:

- $1,000,000, or

- The total amount of deposits made into the Housing Asset Fund over the preceding four years.

Only amounts in excess of this threshold are considered an excess surplus. Once an excess surplus is determined, a housing successor must account for these funds separately and encumber said monies within three years. If after the third year the excess surplus has not been fully encumbered, the remaining balance of the excess surplus is to be transferred to HCD within 90 days. HCD is permitted to use these transferred excess surplus funds anywhere in the State under its Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

As part of the Annual Report, a housing successor must disclose any excess surplus and describe the housing successor’s plan for eliminating this excess surplus.

HOUSING ASSET FUND ACTIVITY

This section of the Report details the Housing Successor's activities during FY 2022-23 as reported in the City's Fund 11.

DEPOSITS AND FUND BALANCE

Table 1 reports the value of funds which were deposited into the Housing Asset Fund in FY 2022-23. The Housing Successor had net deposits of $260,813 consisting mostly of an allowable pass-through of tax increment revenue from the former Agency's Recognized Obligations Payment Schedule ("ROPS"). The other deposits consist of funds from the American Rescue Plan and investment earnings.

Table 1: Housing Asset Fund Deposits

Deposit Type		FY 2022-23
American Rescue Plan	$	562
Investment Earnings		13,125
ROPS Payment		247,126
Total	**$**	**260,813**

Source: City of Daly City

EXPENDITURES

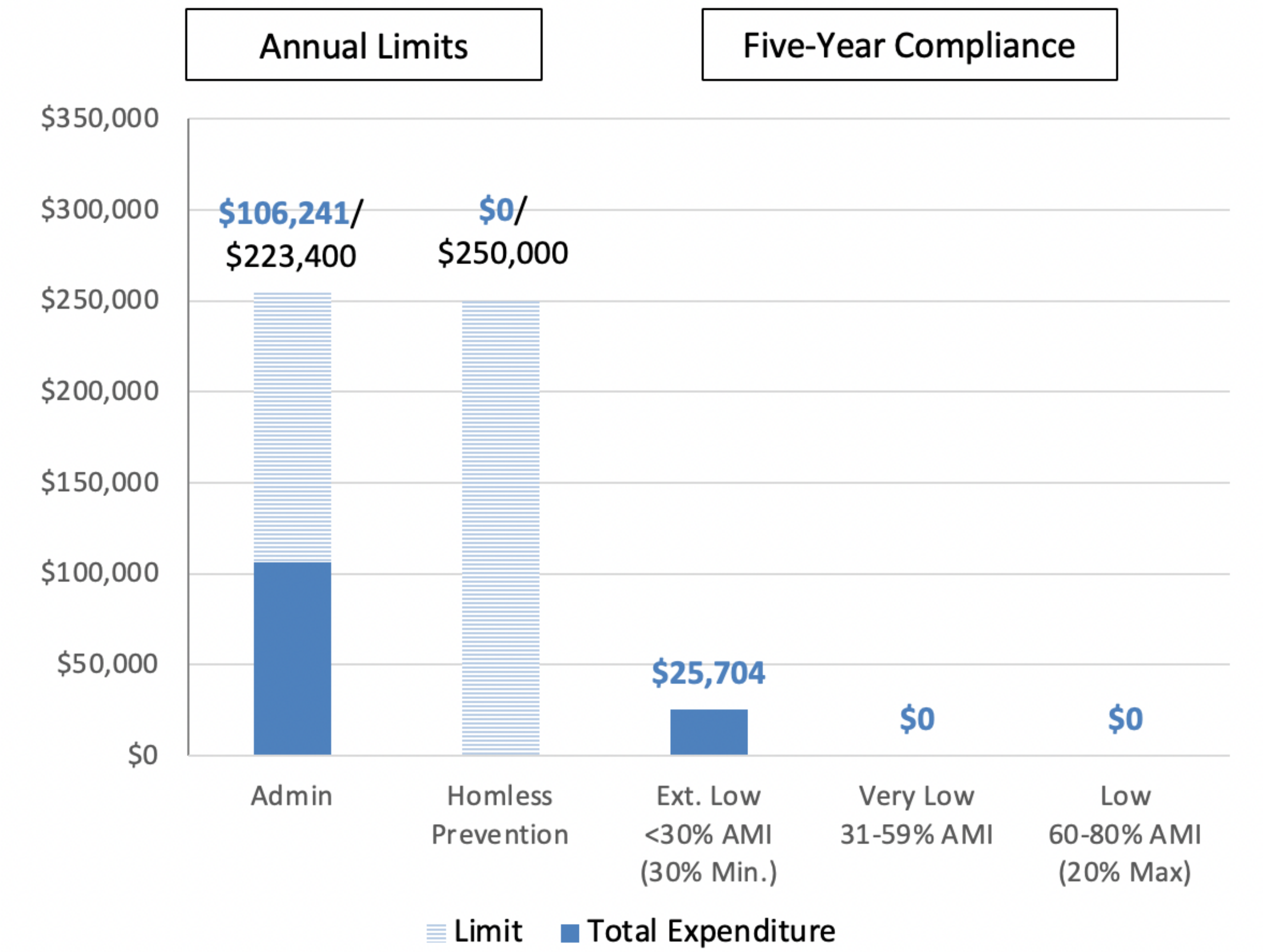
The Housing Successor may expend Housing Asset Funds to cover administrative costs, homeless prevention and rapid rehousing programs, or to assist the development of affordable housing. Administrative and homeless prevention expenditures are subject to annual compliance limits, while housing development expenditures are subject to five-year proportionality requirements.

The Housing Successor expended a total of $131,945 during FY 2022-23. Of the total amount expended, $106,241 was spent on administrative costs and $25,704 was used to assist the development of an affordable housing project at 493 Eastmoor. The Housing Successor did not expend any funds on Homeless Prevention/Rapid Rehousing in FY 2022-23. The administrative spending was well below the annual expenditure limit for FY 2022-23 of $254,500.

The Housing Successor has only made one housing development related expenditure thus far in the current five-year compliance period, FY 2019-20 through FY 2023-24. That being the $25,704 spent in FY 2022-23 on 493 Eastmoor, a 72-unit project being developed by The Core Companies. The project will be affordable to households earning up to 60 percent AMI. The Housing Successor's assistance is being allocated to assist the 15 extremely low-income units. Therefore, the Housing Successor is in compliance with the 30 percent spending threshold for extremely low-income households.

Figure 1 below illustrates the Housing Successor's compliance with annual and five-year expenditure requirements in FY 2022-23.

Figure 1
Compliance with Expenditure Limits FY 2022-23



The Housing Successor will ensure it continues to meet all annual and five-year compliance requirements for administrative, housing assistance, and development expenditures for the remainder of the five-year compliance period.

ENDING CASH AND FUND BALANCE

The Housing Asset Fund balance consists of cash, investments, and assets held by the Housing Successor. The Housing Asset Fund balance as of June 30, 2023, was $4,166,618, as summarized in Table 2. It should be noted that the City's loans receivable are not included in the fund balance table because repayment is not expected unless borrowers fail to comply with certain deed restrictions.

Table 2: Housing Asset Fund - Ending Balance

Asset		FY 2022-23
Cash	$	826,228
Gain/ (Loss) on Investment		(2,376)
Accrued Payroll		(1,192)
Encumbrances		(22,930)
Property Held for Development		3,366,888
Total Fund Balance	**$**	**4,166,618**

Source: City of Daly City

HOUSING SUCCESSOR PORTFOLIO

The Housing Successor Portfolio included two properties and several loans transferred from the former Agency on the HAT. Since dissolution, the Housing Successor has disposed of one of their properties and added one new loan. As of FY 2022-23, the City had a portfolio value of $3,366,888, as detailed in Table 3 below.

As noted earlier, the value of the City's loans receivable has been deducted from the total portfolio value because repayment is not expected unless the borrowers fail to comply with deed restrictions.

Table 3: Real Properties and Loans Receivable

Asset	APN		FY 2022-23
Real Properties			
Carter/Martin	005 050 240	$	3,366,888
Subtotal		$	3,366,888
Loan Receivables			
First-Time Homebuyer Loans			
Loan - Mercy Housing 52		$	1,457,458
Loan - 301 Habitat Way			23,168
Loan - 303 Habitat Way			23,168
Loan - 305 Habitat Way			23,168
Loan - 307 Habitat Way			23,168
Loan - 309 Habitat Way			23,168
Loan - 311 Habitat Way			23,168
Loan - 313 Habitat Way			23,168
Loan - 523 Delong St.			25,454
Loan - 529 Delong St.			38,182
Loan - 533 Delong St.			38,182
Loan - 539 Delong St.			38,182
Loan - Sweeney Lane[1]			3,013,975
Loan - Hillcrest Senior Housing			479,349
Loan - 7555 Mission St[2]			3,034,137
Loan - 7555 Mission St II[2]			898,800
Subtotal		*$*	*9,185,895*
Allowance for uncollectible [3]		*$*	*(9,185,895)*
Portfolio Value		**$**	**3,366,888**

Source: City of Daly City

(1) Sweeney Lane is a 52-unit affordable housing development built in 2015 and 2016 on assembled sites that include the former 206 and 208 Miriam properties.
(2) The sum of the 7555 Mission St. loans ($3,034,137+$898,800) were divided and split amongst 36 homebuyers.
(3) The City does not expect payment on any of their loans, therefore the value of the loans is recorded as uncollectible.

REAL PROPERTY AND DISPOSITION STATUS

HSC Sections 33334.16 and 34176.1(e) require that all real properties acquired by the former Agency prior to February 1, 2012, and transferred to the Housing Successor be developed for affordable housing purposes or disposed of within five years from the date DOF approved the HAT, or August 30, 2017. If the City is unable to meet this deadline, the law allows for a five-year extension via adoption of a resolution. In the event that physical development for this purpose has not begun by the end of the extended period, the property shall be sold, and the proceeds shall be deposited into the Housing Asset Fund.

Pursuant to the HAT, the former Agency transferred two real properties to the Housing Successor and has since disposed of one. The City did not adopt a resolution extending the property disposition deadline but has been actively working to dispose of the one remaining property.

Properties Disposed

- Mission/ Miriam (APN 003-172-130, 140, 150, 170, and 003-160-170) - One property located at Mission and Miriam was sold to Mid-Peninsula Housing in 2015 for redevelopment as the Sweeney Lane Project, which consists of 52 housing units affordable to very low- and low-income households. A loan receivable from the developer of $2,420,000 was recorded in FY 2015, although the City does not expect repayment unless the developer fails to comply with its affordable housing loan agreement.

Properties Retained

- Carter/ Martin (APN 005-050-240) – Since 2020 the City has been in exclusive negotiations with Bridge Housing on a Disposition and Development Agreement to redevelop this property into more than 200 units of affordable housing. During FY 2022-23 the City determined that the site was subject to the Surplus Lands Act which has resulted in a delay in the anticipated development schedule for the site. Therefore, no agreement has been finalized as of yet. The City anticipates consideration of a finalized agreement during 2024. No Housing Successor Agency funds have been committed to this project.

LOANS RECEIVABLE

Nineteen loans receivable were transferred from the former Agency to the Housing Successor as part of the HAT approved by DOF on August 30, 2012. Since then, one new loan has been added to the Housing Successor's Portfolio.

- Mercy Housing 52 Loans: Three separate redevelopment loans were issued to Mercy Housing 52 to assist the development of two affordable housing projects including 24 units at Vista Grande and 47 units at School House Station. The three loans were combined into one loan at dissolution which continues to accrue interest.

- Habitat for Humanity Loans: The City oversees several Habitat for Humanity Loans to assist first-time homebuyers at multiple properties including 7 units at Habitat Way, 4 units at Delong Street, 2 units at Miriam Street, and 36 units 7555 Mission. None of the loans accrue interest and the City does not expect to collect on any of the loans.

- Sweeney Lane: A total of $2,420,000 was loaned to assist the development of 52 affordable housing units located at 6800 Mission Street, on property that was transferred to the City on the HAT and sold in 2015. The Regulatory Agreement for Sweeney Lane stipulates that “no less than 49 percent of the units be occupied by households with incomes at or below 50% AMI and the remaining units be available to households with incomes not exceeding 85% AMI”.

- Hillcrest Senior Housing: The former Agency loaned $480,000 to Hillcrest Senior Housing Corporation in 2006 for the construction of a 39-unit affordable housing development. The Affordable Housing Covenant restricts occupancy of all 39 units to seniors living at 50% AMI or below for a term of 55 years. Annual payments on the loan shall be made with residual receipts, if any. At the end of the 55-year term, the note shall be forgiven in full if the property remains affordable.

SENIOR RENTAL HOUSING LIMIT COMPLIANCE

Pursuant to HSC Section 34176(b), a maximum of 50 percent of deed-restricted rental housing units assisted by the former Agency, Housing Successor, or City in the previous 10 years may be restricted to seniors. The Housing Successor, City, and former Agency have assisted four projects in the past ten years, which have no senior-restricted units, as shown in Table 4. Therefore, the City is in compliance with this requirement.

Table 4: Deed-Restricted Units Assisted - Prior 10 Years

FY 2013-14 through FY 2022-23

Property[1]	Year Assisted	Senior Units	%	Non-Senior Units	%	Total Units
Sweeney Lane	FY 16-17	0	0%	52	100%	52
1293 Hillside	FY 16-17	0	0%	18	100%	18
Midway Village Phase 1	FY 22-23	0	0%	145	100%	145
Total		**0**	0%	**215**	100%	**215**

Total Deed-Restricted Senior Units: 0%

Source: City of Daly City
(1) This list includes units that were assisted by the former Agency, Housing Successor, or City with a ground lease executed in the last 10 years

EXCESS SURPLUS

The Housing Asset Fund may not accumulate an "excess surplus", which is an unencumbered amount that exceeds the greater of $1 million or the sum of deposits in the prior four fiscal years. This requirement ensures that housing successors are actively spending available Housing Asset Funds on affordable housing.

Over the past four years, the Housing Successor had deposits totaling $1,124,309, which is greater than $1 million, and is therefore the excess surplus limit for FY 2022-23. As of FY 2022-23, the Housing Successor had an unencumbered cash balance of $673,239, which is less than the $1,124,309 limit. Therefore, the Housing Successor did not have an excess surplus for FY 2022-23. This calculation, as shown in Table 5, follows the excess surplus methodology applied by HCD prior to redevelopment dissolution.

Table 5: FY 2022-23 Excess Surplus Elimination

Step 1: Determine Unencumbered Cash Balance From Financials				
FY 22-23 Beginning Cash Balance			696,169	
Less: Encumbered Funds[1]			$ (22,930)	
Unencumbered Amount				**$ 673,239**
Step 2: Determine Greater of $1M or Last 4 Deposits				
$1 Million, or			$ 1,000,000	
Last 4 years' deposits			$ 1,124,309	
	2021-22	*$ 243,857*		
	2020-21	*$ 231,811*		
	2019-20	*$ 244,661*		
	2018-19	*$ 403,980*		
Result: Larger Number				**$ 1,124,309**
Step 3: Excess Surplus is Amount Step 1 Exceeds Step 2, if Any				
(1) Unencumbered Amount			$ 673,239	
(2) Less: Larger Number From Step 2			$ 1,124,309	
Excess Surplus				**None**

Source: City of Daly City
(1) As of June 30, 2023

The Housing Successor will continue to ensure it does not accumulate and excess surplus in future years.

OTHER INFORMATION

TRANSFERS TO OTHER HOUSING SUCCESSORS

There were no transfers to another housing successor entity for a joint project pursuant to HSC Section 34176.1.

HOMEOWNERSHIP UNIT INVENTORY

Table 6 presents an inventory of affordable homeowner units assisted by the former Agency or Housing Successor that require restrictions, covenants, or an adopted program that protects Housing Asset Fund monies.

Table 6: Assisted Unit Inventory - Homeownership

Project Name / Address	Unit No.	Covenant Expiration	Affordability Period (Yrs)	Notes	Agency Loan amount
301 Habitat Way	na	11/30/50	45		$ 23,168
303 Habitat Way	na	11/30/50	45		$ 23,168
305 Habitat Way	na	11/30/50	45		$ 23,168
307 Habitat Way	na	11/30/50	45		$ 23,168
309 Habitat Way	na	8/2/66	45	resold	$ 23,168
311 Habitat Way	na	1/7/65	45	resold	$ 23,168
313 Habitat Way	na	11/30/50	45		$ 23,168
523 Delong St.	na	7/10/51	45		$ 25,454
529 Delong St.	na	7/10/51	45		$ 38,182
533 Delong St.	na	7/10/51	45		$ 38,182
539 Delong St.	na	7/10/51	45		$ 38,182
206 Miriam	na	4/22/56	45		$ 95,000
208 Miriam	na	4/20/56	45		$ 95,000
7555 Mission St.	101	6/24/58	45		$ 109,248
7555 Mission St.	102	6/21/58	45		$ 109,248
7555 Mission St.	103	6/13/58	45		$ 109,248
7555 Mission St.	104	7/3/58	45		$ 109,248
7555 Mission St.	105	6/20/58	45		$ 109,248
7555 Mission St.	106	6/12/58	45		$ 109,248
7555 Mission St.	107	8/30/58	45		$ 109,248
7555 Mission St.	108	6/24/58	45		$ 109,248
7555 Mission St.	109	8/30/58	45		$ 109,248
7555 Mission St.	110	7/31/58	45		$ 109,248
7555 Mission St.	111	8/26/58	45		$ 109,248
7555 Mission St.	112	10/31/58	45		$ 109,248
7555 Mission St.	201	6/19/58	45		$ 109,248
7555 Mission St.	202	6/21/58	45		$ 109,248
7555 Mission St.	203	8/6/58	45		$ 109,248
7555 Mission St.	204	6/14/58	45		$ 109,248
7555 Mission St.	205	6/12/58	45		$ 109,248
7555 Mission St.	206	6/26/58	45		$ 109,248
7555 Mission St.	207	6/21/58	45		$ 109,248
7555 Mission St.	208	6/11/58	45		$ 109,248
7555 Mission St.	209	6/11/58	45		$ 109,248
7555 Mission St.	210	6/24/58	45		$ 109,248
7555 Mission St.	211	6/21/58	45		$ 109,248
7555 Mission St.	212	7/31/58	45		$ 109,248
7555 Mission St.	301	8/16/58	45		$ 109,248
7555 Mission St.	302	6/17/58	45		$ 109,248
7555 Mission St.	303	6/18/58	45		$ 109,248
7555 Mission St.	304	6/18/58	45		$ 109,248
7555 Mission St.	305	8/7/58	45		$ 109,248
7555 Mission St.	306	6/27/58	45		$ 109,248
7555 Mission St.	307	3/10/59	45		$ 109,248
7555 Mission St.	308	6/20/58	45		$ 109,248
7555 Mission St.	309	8/1/58	45		$ 109,248
7555 Mission St.	310	6/12/58	45		$ 109,248
7555 Mission St.	311	6/24/58	45		$ 109,248
7555 Mission St.	312	8/7/58	45		$ 109,248

Source: City of Daly City

APPENDIX 1 – HOUSING ASSET TRANSFER FORM

Attached as a separate document.

APPENDIX 2 - HOUSING SUCCESSOR ANNUAL REPORT REQUIREMENTS

Health and Safety Code Section 34176.1(f)	
Housing Asset Fund Revenues & Expenditures	Total amount deposited in the Housing Asset Fund for the fiscal year. Amount of deposits funded by a Recognized Obligation Payment Schedule ("ROPS"). Statement of balance at the close of the fiscal year. Description of Expenditures for the fiscal year, broken out as follows: • Homeless prevention and rapid rehousing • Administrative and monitoring • Housing development expenses by income level assisted Description of any transfers to another housing successor for a joint project.
Other Assets and Active Projects	Description of any project(s) funded through the ROPS. Update on property disposition efforts (note that housing successors may only hold property for up to five years, unless it is already developed with affordable housing). Other "portfolio" balances, including: • Statutory value of any real property either transferred from the former Agency or purchased by the Housing Asset Fund • Value of loans and grants receivable Inventory of homeownership units assisted by the former Agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of monies from the Low- and Moderate-Income Housing Fund.
Obligations & Proportionality	Description of any outstanding production obligations of the former Agency that were inherited by the Housing Successor. Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle. Percentage of deed-restricted rental housing restricted to seniors and assisted by the former Agency, the Housing Successor, or the City within the past ten years compared to the total number of units assisted by any of those three agencies. Amount of any excess surplus, and, if any, the plan for eliminating it.

APPENDIX 3 – HOUSING ASSET FUND EXPENDITURE REQUIREMENTS

Health and Safety Code Section 34176.1		
Expense Category	Limits	Allowable Uses
Administration and Compliance Monitoring *Annual Limit*	**$254,500 limit** for FY 2022-23 (limit varies each year)	Administrative activities such as: • Professional services (consultant fees, auditor fees, etc.) • Staff salaries, benefits, and overhead for time spent on Housing Successor administration • Compliance monitoring to ensure compliance with affordable housing and loan agreements • Property maintenance at Housing Successor-owned properties Capped at $200,000 and adjusted annually for inflation or 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT ("Portfolio"), whichever is greater.
Homeless Prevention and Rapid Rehousing Solutions *Annual Limit*	**$250,000 maximum** per fiscal year	• Services for individuals and families who are homeless or would be homeless but for this assistance, including: • Contributions toward the construction of local or regional homeless shelters • Housing relocation and stabilization services including housing search, mediation, or outreach to property owners • Short-term or medium-term rental assistance • Security or utility deposits • Utility payments • Moving cost assistance • Credit repair • Case management • Other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.
Affordable Housing Development	No spending limit, but must comply with income and age targets	"Development" includes: • New construction • Acquisition and rehabilitation • Substantial rehabilitation • Acquisition of long-term affordability covenants on multifamily units • Preservation of at-risk units whose affordable rent restrictions would otherwise expire over the next five years

Health and Safety Code Section 34176.1		
Expense Category	Limits	Allowable Uses
	Income Targets *Fixed Five-Year Compliance Period: FY 2019-20 to FY 2023-24*	Every five years, Housing Asset Funds must meet income targets: • At least 30% on extremely low-income rental households (up to 30% AMI or “Area Median Income”) • No more than 20% on low-income households (60-80% AMI) Moderate and above moderate-income households may not be assisted (above 80% AMI). Failure to comply with the extremely low-income requirement in any five-year compliance period will result in having to ensure that 50 percent of remaining funds be spent on extremely low-income rental units until in compliance. Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in not being able to expend any funds on these income categories until in compliance.
	Age Targets *Rolling Ten-Year Period*	For the prior ten years (resets every year), a maximum of 50% of deed-restricted rental housing units assisted by the Housing Successor or its host jurisdiction may be restricted to seniors. If a housing successor fails to comply, Housing Asset Funds may not be spent on deed-restricted rental housing restricted to seniors until in compliance.

City Council Agenda Report

Item # _____

Meeting Date: 3/11/2024

Subject: Annual Delegation of Authority to City Treasurer to Invest City Funds

Recommended Action

Adopt a resolution renewing delegation of investment authority to the City Treasurer as required by Government Code Section 53607.

Discussion

In order to comply with State of California Government Code Section 53607, the City Council must annually renew the delegation of authority for investing City funds to the City Treasurer.

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

Respectfully submitted,

Daneca Halvorson

Daneca Halvorson
City Treasurer

cc: City Manager
City Attorney
City Clerk

City Council Agenda Report

Item # _____

Meeting Date: March 11, 2024

Subject: **Professional Services Agreement to Revise the 2015 Planned Retreat Management Plan 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 2015 Planned Retreat Management Plan (PRMP) for the Mussel Rock Landfill site in the amount of $114,039.

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 is requesting the City resubmit a revised PRMP by April 1, 2024.

Discussion

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

- Address comments from the CCC W17a Staff Report and subsequent filing status letters addressed to the City dated January 20, 2022 and May 12, 2023 and the NOV dated February 6, 2024;
- Evaluate the original PRMP alternatives and some new 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 $114,039. This amount includes reviewing the CCC's comments on the 2015 PRMP and preparing a revised PRMP based on the CCC's latest comments. There are sufficient funds in Fiscal Year 2022-23 General Fund CIP – Mussel Rock Waste Mitigation project account 31-310-546 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 2015 Planned Retreat Management Plan (PRMP) for the Mussel Rock Landfill site in the amount of $114,039.

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

Respectfully submitted,

Shirley Chan	Richard Chiu, Jr.
Acting City Engineer	Director of Public Works

Attachments:

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 __________, 2024 (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 2015 Planned Retreat Management Plan 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 February 26, 2024, 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 one hundred fourteen thousand thirty-nine dollars ($114,039).

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.

____________________03/04/2024
Ed Sussenguth
Operations Manager

APPROVED AS TO FORM

____
Rose Zimmerman
City Attorney

TETRA TECH

February 26, 2024

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 2015 Planned Retreat Management Plan 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 Planned Retreat Management Plan (PRMP), prepared by URS and dated August 3, 2015, for the Mussel Rock Landfill (MRL), Daly City, California. The California Coastal Commission (CCC) requested in the February 6, 2024, Notice of Violation (NOV) (File No. V-2-24-0002) for MRL that the PRMP be revised as described below and that the revised document be submitted to the CCC by April 1, 2024.

BACKGROUND

At an August 8, 2012, hearing held by the California Coastal Commission (CCC), some Commissioners expressed interest in receiving additional details and analysis related to the long-term future of MRL, and the City's proposed repairs and expansion to the existing revetment. Specifically, several Commissioners identified the need to develop a long-term solution to address the hazardous issues raised by the continued protection of the closed landfill, and wanted Staff to recommend more specific special conditions that require the City to consider options for managed retreat of the landfill, including a detailed feasibility study and cost assessment for relocation of both some portion of, and all of, the landfill.

CCC Staff believes that the existing revetment armoring is an appropriate temporary solution because it is the least environmentally damaging feasible alternative available to stabilize the site while the City explores long term solutions that may be available to relocate the landfill, or portions of the landfill, and avoid the need for shoreline armoring. Armoring, however, is necessary at this time to avoid a situation where landfill materials could find their way into the ocean.

Staff Report W17a (Application CDP 2-11-024) dated July 27, 2012, and *Staff Report Addendum for W17a, CDP Application Number 2-11-024* dated August 7, 2012, were prepared for the CCC for an August 8, 2012 hearing. The Staff Report and its Addendum required the City to prepare the PRMP, which was intended to provide long-term solutions to address hazardous issues raised by the continued protection of the closed landfill. The City submitted the PRMP to the CCC in August 2012.

Since the August 3, 2015, submittal of the PRMP, the City has submitted the following Coastal Development Permit (CDP) applications:

- 2021: CDP Application 2-21-0917 - Gabion wall repair
- 2023: CDP Application 2-23-0459 - Proposed further work on the revetment, which is currently not permitted, and work has not been started.
- 2024: CDP Application 2-11-24 - Application of City of Daly City to repair and expand riprap revetment at MRL including stabilizing 450 linear ft. of eroded seawall and placing additional riprap to a height of approximately 34 feet above the beach without placing riprap below the high tideline.

Since the 2011, the CCC has issued the following CDPs and filing status letters to the City:

- 2011: CDP 2-11-024 – Base permit centered around Staff Report W17a.
- 2016: Emergency CDP G-2-16-0075 - Temporarily authorized repairs/modifications to the then out-of-compliance revetment, including adding approximately 11,000 total tons of riprap, extending five outfall pipes, and upgrading stormwater damaged channels. None of that work was ever recognized by CDP and is a violation today.
- 2021: ECDP G-2-21-0030 – Temporarily authorized replacement of 300 feet of the gabion retaining walls; excavation and onsite relocation of some 8,500 cubic yards of topsoil and landfill materials behind the gabion walls; and construction of a new containment berm new drainage features. And although the City submitted a CDP application to request authorization for this temporary emergency development.
    - CDP Application 2-21-0917 – Mussel Rock Gabion Wall Repair Filing Status Letter (January 20, 2022). This letter requested additional information to close the information gaps and landfill areas in need of updating, including a thorough evaluation and feasibility of those alternatives within the PRMP.
        - Tetra Tech letter to Daly City of April 5, 2023, *"Response to California Coastal Commission Comments on the PRMP*". Prepared on behalf of the City and submitted to the CCC, this response to comments letter addressed each comment in the CCC January 20, 2022, Filing Status Letter.
    - CDP Application 2-21-0917 – Mussel Rock Gabion Repair and Upper Landslide Filing Status Letter (May 12, 2023). This letter was prepared to respond to the City's April 5, 2023, letter, and again referenced CDP 2-11-024, and required 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. In addition, this Filing Status Letter included six comments that required a City response.
        - Tetra Tech letter to Daly City of December 15, 2023, "*Response to California Coastal Commission Comments, CDP Application 2-21-0917 - Mussel Rock Gabion Repair and Upper Landslide Filing Status Letter".* This letter addressed each of the six comments prepared by the CCC in the May 12, 2023, Filling Status Letter. *Note that this letter was not submitted to the CCC.*
- 2023: ECDP G-2-23-0079 - temporarily authorized excavation of approximately 9,000 cubic yards of soil and landfill material from the Upper Disposal Area (UDA) and placement of the excavated materials in the expanded waste containment cell in the Lower Disposal Area (LDA).

In addition, the CCC issued a NOV to Daly City for MRL on February 6, 2024, primarily because the City has been out of compliance with CDP 2-11-024. The violation notice stated that this noncompliance has impacted subsequent permitting actions.

PROPOSED SCOPE OF WORK

Tetra Tech will use the 2015 PRMP as a starting point revise and address comments from the CCC primarily cited in the W17a Staff Report (CDP 2-11-024) and reiterated by the CCC in subsequent filing status letters addressed to the City, dated January 20, 2022 and May 12, 2023, respectfully, and the NOV dated February 6, 2024. In addition, Tetra Tech will work closely with the City to revise Tetra Tech's

December 15, 2023, letter so that the statements in the letter reflect a commitment on the part of the City to follow through with a plan to stabilize the landfill.

With the City's input, Tetra Tech will prepare an outline for the PRMP revision that, again, reflects the CCC information requests. Tetra Tech and the City have scheduled a February 21, 2024, meeting at the City offices to discuss the approach to revising the PRMP. It is important that that a clear path forward is outlined at this meeting and that the City and Tetra Tech have a mutual understanding of the path forward. With this in mind, the PRMP will be revised by Tetra Tech subject matter experts in seashore processes, geotechnical engineering, engineering geology, and civil engineering to 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.

The original PRMP alternatives included:

- Alternative 1: Limited Action - Implementation of Current Maintenance Program
- Alternative 2: Minimal Relocation of Landfill Materials
- Alternative 3: Partial Relocation of Landfill Materials
- Alternative 4: Full Removal of Landfill Materials

Additionally, three new alternatives will be added to the above alternatives and analyzed in a similar fashion as the above alternatives. The following alternatives and variations of landfill retreat or partial retreat as the CCC have continued to request will be discussed during the February 21, 2024, meeting.

- UDA stabilization
- Seawall revetment stabilization
- Public each access

A technical constraints section will be added to the original four alternatives and will be included in the three new alternatives. For each alternative, a technical constraints section will address potential constraints.

PROJECT TEAM

Tetra Tech proposes to use the following core staff to revise the PRMP.

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 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 is intimately familiar with the technical and regulatory issues surrounding MRL.

Victor Early, PG, CEG - *Senior Engineering Geologist.* Proposed as PRMP Geologist. Mr. Early has more than 35 years of experience as an Engineering Geologist (California registered Professional Geologist and Engineering Geologist registered) and a manager in the environmental and geotechnical consulting industry. As a manager, Mr. Early has planned and completed complex hydrogeological investigations, Phase II Environmental Site Assessments, remediation projects, including engineering evaluations and cost analyses (EECA), remedial investigations (RI), and feasibility studies (FS). He was

Tetra Tech's Engineering Geologist who reviewed the gabion wall project plans and oversaw construction of the gabion wall and slope and expansion of a new containment cell. Mr. Early supervised the UDA auger drilling at the waste boundary and the two deep borings through the center of the landfill to determine depth.

Patrick Wooliever, PE - *Senior Civil Engineer.* Proposed as Senior Technical Reviewer. Mr. Wooliever is an environmental engineer who is a California registered Professional Engineer (Civil). with over 30 plus years of experience working on sustainability and environmental compliance projects that lessen client's impact on the environment. He combines analytical rigor, experience, and technologies that are practical and sustainable to find cost efficient solutions for clients. Mr. Wooliver has supported and reviewed multiple MRL design and groundwater monitoring projects, including providing weekly SWPPP inspections and compliance reports for the gabion wall project.

Saied Saiedi, PhD - *Senior Coastal Scientist.* Proposed as Technical Expert for coastal structures (revetment and offshore). 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. 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.

Peter Skopek, PhD, PE, GE - *Senior Geotechnical Engineer*. Proposed as Geotechnical Engineer. Dr. Skopek holds a PhD in Geotechnical Engineering and is a California registered Professional Engineer (Civil) and Geotechnical Engineer. Dr. Skopek has more than 30 years of geotechnical engineering and consulting experience working on various projects for state, federal, real estate development, and large industrial clients 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.

SCHEDULE

According to the NOV the CCC is requesting that the PRMP be submitted to them by April 1, 2024. The scope of work to revise the PRMP will not be finalized until after the February 21 meeting between the City and Tetra Tech. That leaves about 5-1/2 weeks to revise, review and finalize the PRMP for submittal on April 1. This schedule may be subject to revision as a result of the February 21 meeting. The proposed schedule is as follows:

Dates	Duration (days)	Scope
02/20/2024	1	Tetra Tech submits proposal to Daly City to revise PRMP.
02/21/2024	1	Tetra Tech and Daly City meeting at Daly City DPW office to determine extent of PRMP revisions
02/22/24 to 03/22/24	20	Tetra Tech revises PRMP (includes internal review)
03/25/24 to 03/27/24	3	Daly City reviews revised PRMP, provides comments to Tetra Tech
03/28/24 to 03/29/24	2	Tetra Tech incorporates Daly City comments, finalizes PRMP
04/01/2024	1	Tetra Tech sends electronic copy of the revised PRMP to Daly City for submittal to the CCC.

COST

The cost to revise the PRMP as described above based on time and materials is $**114,039** and is itemized in Table 1.

Respectfully submitted,

TETRA TECH, INC.

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

Ed Sussenguth
Northwest Operations Manager

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

TETRA TECH

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

LABOR		RATE	TASK 1 PM, Meetings		TASK 2 PRMP Revisions		TASK 3 Internal Review		TOTAL	
Staff	**Category**	**$/hour**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**
Mike Velzy	Project Manager	$294.00	14	$4,116	120	$35,280	16	$4,704	150	$44,100
Victor Early	Senior Geologist	$169.00	4	$676	40	$6,760	4	$676	48	$8,112
Patrick Wooliever	Senior Tech Reviewer	$173.00	4	$692	8	$1,384	8	$1,384	20	$3,460
Dayana Arrue	Cost Estimating	$107.00		$0	40	$4,280		$0	40	$4,280
Laura Leone	Technical Editor	$92.00		$0	16	$1,472		$0	16	$1,472
Jay McCrary	Word Processing	$79.00		$0	12	$948		$0	12	$948
Gloria Driscol	Financial Manager	$145.00		$0	6	$870		$0	6	$870
Steve Krueger	Senior Review	$297.00		$0	8	$2,376		$0	8	$2,376
Yohji Ono	Sr Engineer	$202.00		$0	12	$2,424		$0	12	$2,424
Saied Saiedi	Sr. Coastal Scientist	$275.00		$0	50	$13,750		$0	50	$13,750
Rafeal Holcombe	Sr. Civil/Marine Engineer	$270.00		$0	10	$2,700		$0	10	$2,700
Jonathan Gober	Civil Engineer	$185.00		$0	20	$3,700		$0	20	$3,700
Ryan Cheyne	CADD	$120.00		$0	20	$2,400		$0	20	$2,400
Peter Skopek	Principal Geotechnical Engineer	$300.00		$0	24	$7,200		$0	24	$7,200
TBD	Supervising Engineer/Geologist	$250.00		$0	35	$8,750		$0	35	$8,750
TBD	Senior Engineer/Geologist I	$210.00		$0	35	$7,350		$0	35	$7,350
Total Labor			***22***	***$5,484***	***456***	***$101,644***	***28***	***$6,764***	***506***	***$113,892***
ODC COSTS		**Rate**	**Qty**	**Amount**	**Qty**	**Amount**	**Qty**	**Amount**	**Qty**	**Amount**
TRAVEL										
Mileage	per mile	$0.67	200	$134		$0		$0	200	$134
Subtotal ODCs				$134		$0		$0		$134
Fee on ODCs		10%		$13		$0		$0		$13
Total ODCs				***$147***		***$0***		***$0***		***$147***
TOTAL ESTIMATED PRICE				*$5,631*		*$101,644*		*$6,764*		***$114,039***

City Council Agenda Report

Item # _____

Meeting Date: March 11, 2024

Subject: **Authorize the City Manager to Execute a Memorandum of Understanding and Temporary Construction License with Kimco Westlake L.P. for the RO 572 Streetlight Conversion Project**

Recommended Action

Staff recommends that the City Council authorize the City Manager to execute a Memorandum of Understanding (MOU) and Temporary Construction License (TCL) with Kimco Westlake L.P. for the RO 572 Streetlight Conversion Project.

Background

The City owns and operates streetlights that are powered by high voltage regulated outputs (RO) series circuits. RO circuit technology for powering streetlights is outdated, unreliable and expensive to operate. The City currently has a project to replace the high voltage lights with standard 120/240 volt multiple service parallel circuit. Conversion of the series circuit streetlights to parallel circuit will reduce maintenance cost, power consumption, minimize large area streetlight outages and increase lighting reliability.

This project will update the streetlight system for RO 572, which consists of 38 streetlights surrounding the Westlake Shopping Center.

Discussion

During the design of the RO 572 Streetlight Conversion project, staff discovered that the majority of the existing streetlights surrounding Westlake Shopping Center were constructed within the Westlake Shopping Center property owned by Kimco Westlake L.P. As a result, a TCL is needed during the construction of the project to allow the City's contractor to enter the portion of the private property to construct the project. Once the construction project is completed, a Public Service Utility Easement will be granted to the City.

Under the MOU, the City will continue to own, operate and maintain the streetlights in perpetuity.

The proposed MOU and TCL have been reviewed by the City Attorney's Office as well as the attorney for Kimco Westlake L.P.

Fiscal Impact

There is no fiscal impact associated with this recommendation.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute a MOU and TCL with Kimco Westlake L.P. for the RO 572 Streetlight Conversion Project.

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

Respectfully submitted,

Shirley Chan	Richard Chiu, Jr.
Acting City Engineer	Director of Public Works

Attachments:

1. Kimco Westlake L.P. Memorandum of Understanding

Memorandum of Understanding

Between

CITY OF DALY CITY

and

KIMCO WESTLAKE L.P.

This Memorandum of Understanding ("MOU") sets forth the terms and understanding between **CITY OF DALY CITY** (the "City") and **KIMCO WESTLAKE L.P.** ("Owner") regarding the City's Streetlight Project at Westlake Shopping Center (RO572).

RECITALS

WHEREAS, City will be constructing a RO572 Streetlight Conversion Project ("Project") which will convert the existing streetlight system known as RO572 from the current regulated output system to a more modern and reliable parallel circuit system;

WHEREAS, the scope of the Project will include running new conduit, replacing and retrofitting streetlight poles and luminaires, installing electrical services, and performing sidewalk and pavement restoration;

WHEREAS, portions of the Project will require to be constructed within the Westlake Shopping Center, which is owned by Owner, hereinafter referred to as the "Property" as depicted in Exhibit "A" attached hereto and incorporated herein;

WHEREAS, in order to complete the Project and maintain the Project in perpetuity, the City will require both a temporary construction license and a permanent easement on the Property;

WHEREAS, Owner warrants that as of the date of this MOU, it is the sole fee owner required to grant such license and easement to the City for the purpose of this MOU;

WHEREAS, Owner has agreed to grant the City a Temporary Construction License ("TCL") and a permanent Public Service Utility Easement ("PSUE") in order to allow the City to complete the Project.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing RECITALS are true and correct and incorporated into this MOU.

2. The details of the Project are set forth in the attached Exhibit "B", hereinafter incorporated into this MOU. The attached Exhibit "B" identifies the scope of the Project and identifies the location of the streetlight system and the intended layout of the permanent easement which will be dedicated to the City upon completion.

3. The Parties to this MOU understand and agree that the unforeseen conditions may arise during City's construction of the Project, and that the final permanent easement may be revised with the prior written consent of the Owner, once construction commences and further revised upon construction completion, and that Exhibit "B" may be amended to reflect the actual final easement to be granted to the City.

4. Owner shall grant the City a Temporary Construction License over the entirety of the Property to allow for the construction of the Project. The terms and conditions of such access and obligations of the Parties is set forth in the attached draft TCL, Exhibit "C" hereinafter incorporated into this MOU.

5. Upon completion of the Project, Owner shall dedicate portions of the Property to the City for the purpose of a permanent Public Service Utility Easement, to allow and authorize the City to own, operate and maintain the newly installed Project. The terms and conditions of the areas covered by a PSUE and obligations of the Parties is set forth in the attached draft Public Service Utility Easement Deed, Exhibit "D" hereinafter incorporated into this MOU.

6. Term: This MOU will remain in force and effect until the later date of: (i) completion of the Project and (ii) the granting and recordation of the PSUE to the City. It is the parties intention that this MOU will terminate upon the completion of the Project and recordation of the final permanent easement.

7. Non-assignability: The rights and duties of each Party to this MOU shall not be assignable or transferable unless such assignment or transfer is required by law and is not within the control of the Party making the assignment or transfer.

8. Laws of California: This MOU is made in the State of California, under the Constitution and laws thereof, and shall be construed and enforced in accordance with the laws of such state.

9. Cooperation: The Parties recognize the necessity and hereby agree with each other in carrying out the purposes and objectives of this MOU, including cooperation in matters relating to street closure, access and public safety.

10. The parties have herein set forth the whole of their agreement. This MOU shall supersede any and all other prior agreements or understandings, oral or written, in connection therewith, and shall not be changed, modified, or amended except upon the written consent of the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have entered this MOU this _____ day of ________________, 2024.

Dated:___________________

KIMCO WESTLAKE L.P.
By: KRCX California Realty, LLC, its general partner

By: _________________________________
Name: Jason Lee
Title: Vice President
Date: _______________________________

Dated:___________________

CITY OF DALY CITY

____
Thomas J. Piccolotti, City Manager

Dated:___________________

APPROVED AS TO FORM

____
Rose Zimmerman, City Attorney

Exhibit "A"

PARCEL 1:
BEGINNING AT A POINT ON THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY OF PARK PLAZA DRIVE, WHICH POINT BEARS SOUTH 20° 18' EAST, 68.50 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 13, BLOCK 22, AS DESIGNATED ON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 17, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; THENCE ALONG SAID SOUTHERLY PROLONGED LINE AND ALONG THE WESTERLY LINE OF PARK PLAZA DRIVE, AS DESIGNATED ON THE MAP ENTITLED, "WESTLAKE UNIT NO. 3-A, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JANUARY 17, 1951, IN BOOK 32 OF MAPS AT PAGE 44, SOUTH 20° 18' EAST, 92.50 FEET AND SOUTHERLY TANGENT TO SAID COURSE ALONG THE WESTERLY BOUNDARY OF PARK PLAZA DRIVE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 2° 15' 42", AN ARC DISTANCE OF 17.50 FEET; THENCE LEAVING SAID LINE OF PARK PLAZA DRIVE, SOUTH 69° 42' WEST, 335.58 FEET; THENCE NORTH 33° 26' 30" WEST, 31.03 FEET; THENCE NORTH 20° 18' WEST, 79.78 FEET; THENCE NORTH 69° 42' EAST, 343.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SOUTHGATE AVENUE, DISTANT THEREON NORTH 69° 42' EAST, 20.50 FEET FROM THE INTERSECTION OF SAID SOUTHERLY BOUNDARY AND THE CENTERLINE OF LAKE MERCED BOULEVARD, FORMERLY LYNNEWOOD DRIVE, PROJECTED, AS DELINEATED AND DESCRIBED UPON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGE 19; THENCE NORTH 69° 42' EAST, 18.50 FEET; THENCE NORTH 20° 18' WEST, 11.50 FEET; THENCE NORTH 69° 42' EAST, 339.00 FEET TO THE WESTERLY BOUNDARY OF THE COLMA SEWER MAINTENANCE DISTRICT EASEMENT; THENCE SOUTH 20° 18' EAST, ALONG SAID WESTERLY BOUNDARY, 153.96 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY, SOUTH 1°40' 50" EAST, 89.74 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY, SOUTH 69° 42' WEST, 329.84 FEET; THENCE NORTH 20° 18' WEST, 227.50 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SOUTHGATE AVENUE, AS SHOWN ON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; SAID POINT BEING AT THE INTERSECTION OF SAID SOUTHERLY LINE OF SOUTHGATE AVENUE AND THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LAKE MERCED BOULEVARD, FORMERLY LYNNEWOOD DRIVE, SAID WESTERLY LINE HAVING A BEARING OF SOUTH 20° 18' EAST, AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHERLY LINE SOUTH 69° 42' WEST, 130.00 FEET; THENCE SOUTH 20° 18' EAST, 105 FEET; THENCE SOUTH 65° 18' EAST, 28.28 FEET; THENCE NORTH 69° 42' EAST, 110 FEET; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT FROM A TANGENT BEARING NORTH 69° 42' EAST, SAID CURVE HAVING A RADIUS OF 23 FEET AND A CENTRAL ANGLE OF 90° 00' A DISTANCE OF 36.13 FEET;

THENCE NORTH 20° 18' WEST, 102.00 FEET TO THE SAID SOUTHEASTERLY LINE OF SOUTHGATE AVENUE; THENCE ALONG SAID LINE OF SOUTHGATE AVENUE, SOUTH 69° 42' WEST, 23.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SOUTHGATE AVENUE, AS SAID SOUTHGATE AVENUE IS SHOWN ON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19, SAID POINT BEING DISTANT ON SAID SOUTHERLY LINE, SOUTH 69° 42' WEST, 130.00 FEET FROM THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WESTERLY LINE OF LAKE MERCED BOULEVARD, FORMERLY LYNNEWOOD DRIVE AND THE SOUTHERLY LINE OF SAID SOUTHGATE AVENUE, ALL AS SHOWN ON THE AFOREMENTIONED MAP; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERLY LINE OF SOUTHGATE AVENUE, AS FOLLOWS: SOUTH 69° 42' WEST, 186.00 FEET, NORTH 20° 18' WEST, 5.00 FEET, NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT FROM A TANGENT WHICH BEARS SOUTH 69° 42' WEST, SAID CURVE HAVING A RADIUS OF 239.80 FEET, A CENTRAL ANGLE OF 29° 54' 59", AN ARC DISTANCE OF 125.21 FEET TO A POINT ON REVERSE CURVATURE AND WESTERLY ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,500.00 FEET, A CENTRAL ANGLE OF 3° 58' 10", AN ARC DISTANCE OF 103.92 FEET; THENCE SOUTH 5° 38' 49" WEST, 93.73 FEET; THENCE NORTH 89° 46' WEST, 39.97 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT FROM A TANGENT, WHICH BEARS SOUTH 76° 36' 06" EAST, SAID CURVE HAVING A RADIUS OF 224 FEET AND A CENTRAL ANGLE OF 1° 07' 06", A DISTANCE OF 4.37 FEET; THENCE SOUTH 75° 29' EAST, 94.34 FEET; THENCE SOUTHEASTERLY TANGENT TO THE LAST SAID COURSE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 124.00 FEET, SUBTENDING A CENTRAL ANGLE OF 18° 26', AN ARC DISTANCE OF 39.89 FEET; THENCE SOUTH 57° 03' EAST, 59.03 FEET; THENCE NORTH 69° 42' EAST, 341.76 FEET; THENCE NORTH 65° 18' WEST, 15.38 FEET AND NORTH 20° 18' WEST, 105.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:
BEGINNING AT A POINT, DISTANT SOUTH 20° 18' EAST, 161.00 FEET AND SOUTHERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET, SUBTENDING A CENTRAL ANGLE OF 4° 15' 54", AN ARC DISTANCE OF 32.53 FEET FROM THE SOUTHEAST CORNER OF LOT 13, IN BLOCK 22, AS SAID LOT AND BLOCK, ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; THENCE FROM SAID POINT OF BEGINNING, SOUTH 69° 42' WEST, 331.22 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAN FRANCISCO WATER DEPARTMENT PIPELINE EASEMENT, 50.00 FEET WIDE; THENCE ALONG SAID LINE SOUTH 33° 26' 30" EAST, 9.50 FEET; THENCE LEAVING SAID LINE SOUTH 9° 19' 20" WEST, 131.42 FEET; THENCE SOUTH 69° 42' WEST, 430.38 FEET; THENCE NORTH 1° 44' EAST, 10.53 FEET; THENCE TANGENT TO THE LAST SAID COURSE, NORTHERLY ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 283.00 FEET, SUBTENDING A CENTRAL ANGLE OF 15° 33' 18", AN ARC DISTANCE OF 76.83 FEET TO A POINT, DISTANT SOUTH 69° 42' WEST, 18.81 FEET AND SOUTH 20° 18' EAST, 193.00 FEET FROM THE MONUMENT AT THE INTERSECTION ON THE CENTERLINES OF SOUTHGATE AVENUE AND LAKE MERCED BOULEVARD (FORMERLY

LYNNEWOOD DRIVE), AS SHOWN ON THE AFORESAID MAP OF WESTLAKE SUBDIVISION NO. 3; THENCE SOUTH 69° 42' WEST, 136.62 FEET; THENCE NORTH 50° 18' WEST, 14.00 FEET; THENCE SOUTH 69° 42' WEST, 305.84 FEET; THENCE SOUTH 32° 57' WEST, 35.19 FEET; THENCE NORTH 57° 03' WEST, 98.58 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST SAID COURSE ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, SUBTENDING A CENTRAL ANGLE OF 18° 26', AN ARC DISTANCE OF 32.17 FEET; THENCE NORTH 75° 29' WEST, 94.34 FEET; THENCE WESTERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, SUBTENDING A CENTRAL ANGLE OF 11° 42', AN ARC DISTANCE OF 40.84 FEET; THENCE NORTH 87° 11' WEST, 85.30 FEET TO A POINT IN THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE DALY CITY PUBLIC LIBRARY SITE, AS DESCRIBED INTHE DEED FROM HENRY DOELGER BUILDER, INCORPORATED, TO CITY OF DALY CITY, A MUNICIPAL CORPORATION, DATED APRIL 8, 1957, AND RECORDED SEPTEMBER 3, 1957, AND RECORDED SEPTEMBER 3, 1959, IN BOOK 3667, PAGE 97 (84159-R), DISTANT THEREON SOUTH 0° 14' WEST, 14.47 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE ALONG SAID LINE NORTH 0° 14' EAST, 14.47 FEET TO SAID SOUTHWEST CORNER OF THE DALY CITY PUBLIC LIBRARY SITE; THENCE ALONG THE SOUTHERLY LINE OF SAID LIBRARY SITE, SOUTH 89° 46' EAST, 127.22 FEET; THENCE LEAVING SAID LINE EASTERLY FROM A TANGENT BEARING SOUTH 76° 36' 06" EAST, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 224.00 FEET, SUBTENDING A CENTRAL ANGLE OF 1° 07' 06", AN ARC DISTANCE OF 4.37 FEET; THENCE SOUTH 75° 29' EAST 94.34 FEET; THENCE SOUTHEASTERLY TANGENT TO THE LAST SAID COURSE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 124.00 FEET, SUBTENDING A CENTRAL ANGLE OF 18° 26', AN ARC DISTANCE OF 39.89 FEET; THENCE SOUTH 57° 03' EAST, 59.03 FEET; THENCE NORTH 69° 42' EAST, 341.76 FEET; THENCE SOUTH 65° 18' EAST, 12.90 FEET; THENCE NORTH 69° 42' EAST, 110.00 FEET; THENCE NORTHERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 23.00 FEET, SUBTENDING A CENTRAL OF 90° 00', AN ARC DISTANCE OF 36.13 FEET TO A POINT DISTANT, SOUTH 69° 42' WEST, 17.00 FEET AND SOUTH 20° 18' EAST, 142.00 FEET FROM AFORESAID MONUMENT, AT THE INTERSECTION OF THE CENTERLINES OF SOUTHGATE AVENUE AND LAKE MERCED BOULEVARD (FORMERLY LYNNEWOOD DRIVE), THENCE NORTH 20° 18' WEST, 102.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTHGATE AVENUE; THENCE ALONG SAID SOUTHEASTERLY LINE OF SOUTHGATE AVENUE, NORTH 69° 42' EAST, 37.50 FEET; THENCE LEAVING SAID LINE, SOUTH 20° 18' EAST, 227.50 FEET; THENCE NORTH 69° 42' EAST, 329.85 FEET; THENCE NORTH 1° 40' 50" WEST, 89.74 FEET; THENCE NORTH 20° 18' WEST, 153.96 FEET TO A POINT IN THE LINE PARALLEL WITH THE CENTERLINE OF SOUTHGATE AVENUE AND RIGHT ANGLES, DISTANT SOUTHEASTERLY 28.50 FEET THEREFROM; THENCE ALONG SAID PARALLEL LINE, NORTH 69° 42' EAST, 62.00 FEET TO A POINT IN THE NORTHEASTERLY LINE OF AFORESAID SAN FRANCISCO WATER DEPARTMENT PIPELINE EASEMENT; THENCE ALONG SAID LINE SOUTH 20° 18' EAST, 79.78 FEET TO AN ANGLE POINT THEREIN AND SOUTH 33° 26' 30" EAST, 31.03 FEET; THENCE LEAVING SAID LINE NORTH 69° 42' EAST, 335.58 FEET TO A POINT IN THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF PARK PLAZA DRIVE; THENCE SOUTHERLY ALONG LAST SAID LINE FROM A TANGENT, BEARING SOUTH 18° 00' 18" EAST, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET, SUBTENDING A CENTRAL ANGLE OF 1° 58' 12", AN ARC DISTANCE OF 15.03 FEET TO THE POINT OF BEGINNING.

PARCEL 6:
NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AND FOR DRIVEWAY PURPOSES OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL PROPERTY BEING APPURTENANT TO THE ABOVE PARCELS 1, 2, 3 AND 4. BEGINNING AT A POINT DISTANT SOUTH 20° 18' EAST, 161.00 FEET AND TANGENT TO THE LAST SAID COURSE SOUTHERLY ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET; SUBTENDING A CENTRAL ANGLE OF 4° 15' 54", AN ARC DISTANCE OF 32.53 FEET FROM THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 22, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; THENCE FROM SAID POINT OF BEGINNING, SOUTH 69° 42' WEST, 331.22 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THE SAN FRANCISCO WATER DEPARTMENT PIPELINE EASEMENT, 50.00 FEET WIDE; THENCE ALONG SAID LINE SOUTH 33° 26' 30" EAST, 9.50 FEET; THENCE LEAVING SAID LINE SOUTH 9° 19' 20" WEST, 6.61 FEET; THENCE NORTH 69° 42' EAST, 330.95 FEET; THENCE NORTHERLY FROM A TANGENT BEARING NORTH 14° 03' 36" WEST, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 437.00 FEET, SUBTENDING A CENTRAL ANGLE OF 1° 58' 30", AN ARC DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING.

PARCEL 7:
NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AND FOR DRIVEWAY PURPOSES OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL PROPERTY BEING APPURTENANT TO THE ABOVE PARCELS 1, 2, 3 AND 4. BEGINNING FOR REFERENCE AT THE MONUMENT AT THE INTERSECTION OF THE CENTERLINES OF SOUTHGATE AVENUE AND LAKE MERCED BOULEVARD (FORMERLY LYNNEWOOD DRIVE), AS SHOWN ON AFORESAID MAP OF WESTLAKE SUBDIVISION NO. 3; THENCE ALONG THE CENTERLINE OF SOUTHGATE AVENUE, SOUTH 69° 42' WEST, 17.00 FEET; THENCE LEAVING SAID CENTERLINE AT A RIGHT ANGLE, SOUTH 20° 18' EAST, 161.07 FEET; THENCE SOUTHERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET; SUBTENDING A CENTRAL ANGLE OF 22° 02', AN ARC DISTANCE OF 108.83 FEET; THENCE SOUTH 1° 44' WEST, 10.53 FEET TO THE TRUE POINT OF BEGINNING, SOUTH 1° 44' WEST, 11.33 FEET; THENCE NORTH 69° 42' EAST, 428.66 FEET; THENCE NORTH 9° 19' 20" EAST, 12.08 FEET; THENCE SOUTH 69° 42' WEST, 430.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8:
ALL OF LOTS 1 THROUGH 7, INCLUSIVE, AND LOTS 12 AND 13, BLOCK 22, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED “WESTLAKE SUBDIVISION NO. 3", FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY.

PARCEL 9:
ADJUSTED LOT 8 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 300.00 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 69°42'00" WEST, 291.675 FEET; THENCE NORTH 20°18'00" WEST, 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 20°18'00" WEST, 144.00 FEET; THENCE SOUTH 69°42'00" WEST, 291.675 FEET TO A POINT ON THE WESTERLY LINE OF SAID BLOCK; THENCE ALONG SAID WESTERLY LINE, NORTH 20°18'00" WEST, 51.00 FEET TO THE MOST WESTERLY CORNER OF LOT 8 OF SAID BLOCK; THENCE ALONG THE NORTHERLY LINE OF SAID LOT, NORTH 69°42'00" EAST, 744.00 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE ALONG THE EASTERLY LINE OF SAID BLOCK, SOUTH 20°18'00" EAST, 195.00 FEET; THENCE SOUTH 69°42'00" WEST, 452.325 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 10:
ADJUSTED LOT 9 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OFMAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 303.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 20°18'00" WEST, 240.50 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 69°42'00" EAST, 291.675 FEET; THENCE SOUTH 20°18'00" EAST, 240.50 FEET; THENCE SOUTH 69°42'00" WEST, 291.675 FEET TO THE TRUE POINT OF BEGINNING.

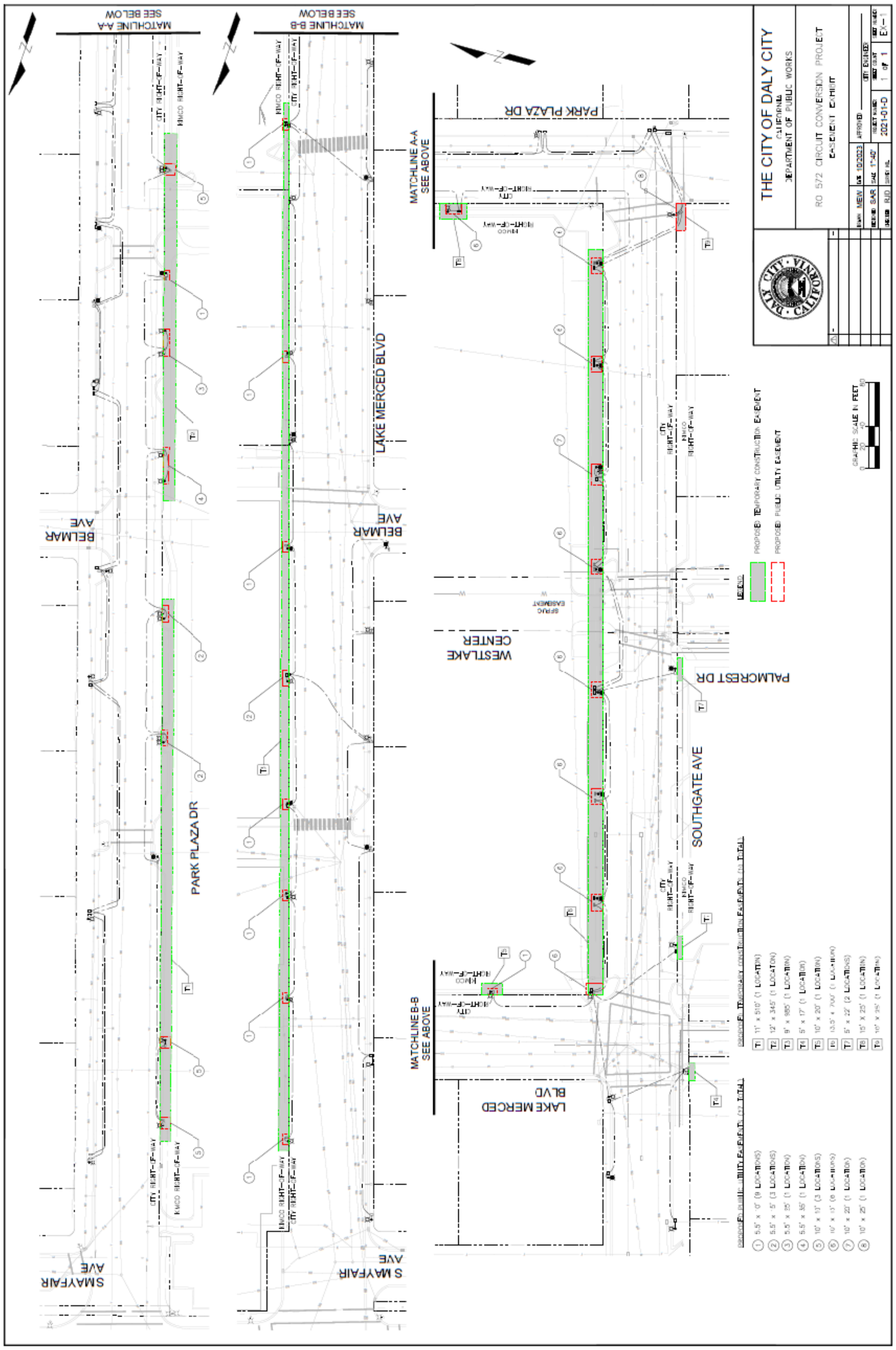
PARCEL 11:
ADJUSTED LOT 10 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 300.00 FEET; THENCE LEAVING

SAID WESTERLY LINE, NORTH 69°42'00" EAST, 291.675 FEET; THENCE NORTH 20°18'00" WEST, 3.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 20°18'00" WEST, 96.50 FEET; THENCE NORTH 69°42'00" EAST, 452.325 FEET TO A POINT ON THE EASTERLY LINE OF SAID BLOCK; THENCE ALONG SAID EASTERLY LINE, SOUTH 20°18'00" EAST, 96.50 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 69°42'00" WEST, 452.325 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 12:
ADJUSTED LOT 11 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 200.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 11 OF SAID BLOCK 22 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 20°18'00" WEST, 103.50 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 69°42'00" EAST, 744.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID BLOCK; THENCE ALONG SAID EASTERLY LINE, SOUTH 20°18'00" EAST, 103.50 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 11; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 11, SOUTH 69°42'00" WEST, 744.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 13:
THAT CERTAIN PORTION OF SOUTH MAYFAIR AVENUE ADJOINING BLOCK 22, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THEOFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS, AT PAGE 19, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 22, SAID CORNER BEING THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF PARK PLAZA DRIVE AND SOUTH MAYFAIR AVENUE; THENCE WESTERLY SOUTH 69° 42' WEST, 10 FEET ALONG THE NORTHERLY LINE OF BLOCK 22 TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID NORTHERLY LINE, SOUTH 69° 42' WEST, 714 FEET TO A POINT 20 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 22, SAID CORNER BEING THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF LAKE MERCED BOULEVARD AND SOUTH MAYFAIR AVENUE; THENCE NORTH 20° 18' WEST, 75 FEET TO THENORTHERLY RIGHT OF WAY LINE OF SOUTH MAYFAIR AVENUE; THENCE NORTH 69° 42' EAST, 714 FEET ALONG SAID NORTHERLY LINE; THENCE SOUTH 20° 18' EAST, 75 FEET TO THE TRUE POINT OF BEGINNING.

<u>Exhibit "B"</u>



11

Exhibit "C"

CITY OF DALY CITY

GRANT OF TEMPORARY CONSTRUCTION LICENSE

Grantor: Kimco Westlake L.P.

Property: Westlake Shopping Center

APNs: 002-170-220, 002-170-230

Grantee: City of Daly City

Kimco Westlake L.P. ("Owner"), whose mailing address is c/o Kimco Realty Corporation, Attn: Legal Department, 500 North Broadway, Suite 201, Jericho, NY 11753, fee owner of the above-mentioned property hereby grants to the City of Daly City, a general law city, whose mailing address is 333 90th Street, Daly City, CA 94015, in the County of San Mateo, State of California, a Temporary Construction License in and upon the following described real property, situated in the County of San Mateo, State of California, described as follows:

PARCEL 1:
BEGINNING AT A POINT ON THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY OF PARK PLAZA DRIVE, WHICH POINT BEARS SOUTH 20° 18' EAST, 68.50 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 13, BLOCK 22, AS DESIGNATED ON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 17, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; THENCE ALONG SAID SOUTHERLY PROLONGED LINE AND ALONG THE WESTERLY LINE OF PARK PLAZA DRIVE, AS DESIGNATED ON THE MAP ENTITLED, "WESTLAKE UNIT NO. 3-A, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JANUARY 17, 1951, IN BOOK 32 OF MAPS AT PAGE 44, SOUTH 20° 18' EAST, 92.50 FEET AND SOUTHERLY TANGENT TO SAID COURSE ALONG THE WESTERLY BOUNDARY OF PARK PLAZA DRIVE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 2° 15' 42", AN ARC DISTANCE OF 17.50 FEET; THENCE LEAVING SAID LINE OF PARK PLAZA DRIVE, SOUTH 69° 42' WEST, 335.58 FEET; THENCE NORTH 33° 26' 30" WEST, 31.03 FEET; THENCE NORTH 20° 18' WEST, 79.78 FEET; THENCE NORTH 69° 42' EAST, 343.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SOUTHGATE AVENUE, DISTANT THEREON NORTH 69° 42' EAST, 20.50 FEET FROM THE INTERSECTION OF SAID SOUTHERLY BOUNDARY AND THE CENTERLINE OF LAKE MERCED BOULEVARD, FORMERLY LYNNEWOOD DRIVE, PROJECTED, AS DELINEATED AND DESCRIBED UPON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGE 19; THENCE NORTH 69° 42' EAST, 18.50 FEET; THENCE NORTH 20° 18' WEST, 11.50 FEET; THENCE NORTH 69° 42' EAST, 339.00 FEET TO THE WESTERLY BOUNDARY OF THE COLMA SEWER MAINTENANCE DISTRICT EASEMENT; THENCE SOUTH 20° 18' EAST, ALONG SAID WESTERLY BOUNDARY, 153.96 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY, SOUTH 1°40' 50" EAST, 89.74 FEET; THENCE LEAVING SAID WESTERLY

BOUNDARY, SOUTH 69° 42' WEST, 329.84 FEET; THENCE NORTH 20° 18' WEST, 227.50 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SOUTHGATE AVENUE, AS SHOWN ON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; SAID POINT BEING AT THE INTERSECTION OF SAID SOUTHERLY LINE OF SOUTHGATE AVENUE AND THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LAKE MERCED BOULEVARD, FORMERLY LYNNEWOOD DRIVE, SAID WESTERLY LINE HAVING A BEARING OF SOUTH 20° 18' EAST, AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHERLY LINE SOUTH 69° 42' WEST, 130.00 FEET; THENCE SOUTH 20° 18' EAST, 105 FEET; THENCE SOUTH 65° 18' EAST, 28.28 FEET; THENCE NORTH 69° 42' EAST, 110 FEET; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT FROM A TANGENT BEARING NORTH 69° 42' EAST, SAID CURVE HAVING A RADIUS OF 23 FEET AND A CENTRAL ANGLE OF 90° 00' A DISTANCE OF 36.13 FEET; THENCE NORTH 20° 18' WEST, 102.00 FEET TO THE SAID SOUTHEASTERLY LINE OF SOUTHGATE AVENUE; THENCE ALONG SAID LINE OF SOUTHGATE AVENUE, SOUTH 69° 42' WEST, 23.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SOUTHGATE AVENUE, AS SAID SOUTHGATE AVENUE IS SHOWN ON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19, SAID POINT BEING DISTANT ON SAID SOUTHERLY LINE, SOUTH 69° 42' WEST, 130.00 FEET FROM THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WESTERLY LINE OF LAKE MERCED BOULEVARD, FORMERLY LYNNEWOOD DRIVE AND THE SOUTHERLY LINE OF SAID SOUTHGATE AVENUE, ALL AS SHOWN ON THE AFOREMENTIONED MAP; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERLY LINE OF SOUTHGATE AVENUE, AS FOLLOWS: SOUTH 69° 42' WEST, 186.00 FEET, NORTH 20° 18' WEST, 5.00 FEET, NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT FROM A TANGENT WHICH BEARS SOUTH 69° 42' WEST, SAID CURVE HAVING A RADIUS OF 239.80 FEET, A CENTRAL ANGLE OF 29° 54' 59", AN ARC DISTANCE OF 125.21 FEET TO A POINT ON REVERSE CURVATURE AND WESTERLY ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,500.00 FEET, A CENTRAL ANGLE OF 3° 58' 10", AN ARC DISTANCE OF 103.92 FEET; THENCE SOUTH 5° 38' 49" WEST, 93.73 FEET; THENCE NORTH 89° 46' WEST, 39.97 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT FROM A TANGENT, WHICH BEARS SOUTH 76° 36' 06" EAST, SAID CURVE HAVING A RADIUS OF 224 FEET AND A CENTRAL ANGLE OF 1° 07' 06", A DISTANCE OF 4.37 FEET; THENCE SOUTH 75° 29' EAST, 94.34 FEET; THENCE SOUTHEASTERLY TANGENT TO THE LAST SAID COURSE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 124.00 FEET, SUBTENDING A CENTRAL ANGLE OF 18° 26', AN ARC DISTANCE OF 39.89 FEET; THENCE SOUTH 57° 03' EAST, 59.03 FEET; THENCE NORTH 69° 42' EAST, 341.76 FEET; THENCE NORTH 65° 18' WEST, 15.38 FEET AND NORTH 20° 18' WEST, 105.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:
BEGINNING AT A POINT, DISTANT SOUTH 20° 18' EAST, 161.00 FEET AND SOUTHERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET, SUBTENDING A CENTRAL ANGLE OF 4° 15' 54", AN ARC DISTANCE OF 32.53 FEET FROM THE SOUTHEAST CORNER OF LOT 13, IN BLOCK 22, AS SAID LOT AND BLOCK, ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY

CITY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; THENCE FROM SAID POINT OF BEGINNING, SOUTH 69° 42' WEST, 331.22 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAN FRANCISCO WATER DEPARTMENT PIPELINE EASEMENT, 50.00 FEET WIDE; THENCE ALONG SAID LINE SOUTH 33° 26' 30" EAST, 9.50 FEET; THENCE LEAVING SAID LINE SOUTH 9° 19' 20" WEST, 131.42 FEET; THENCE SOUTH 69° 42' WEST, 430.38 FEET; THENCE NORTH 1° 44' EAST, 10.53 FEET; THENCE TANGENT TO THE LAST SAID COURSE, NORTHERLY ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 283.00 FEET, SUBTENDING A CENTRAL ANGLE OF 15° 33' 18", AN ARC DISTANCE OF 76.83 FEET TO A POINT, DISTANT SOUTH 69° 42' WEST, 18.81 FEET AND SOUTH 20° 18' EAST, 193.00 FEET FROM THE MONUMENT AT THE INTERSECTION ON THE CENTERLINES OF SOUTHGATE AVENUE AND LAKE MERCED BOULEVARD (FORMERLY LYNNEWOOD DRIVE), AS SHOWN ON THE AFORESAID MAP OF WESTLAKE SUBDIVISION NO. 3; THENCE SOUTH 69° 42' WEST, 136.62 FEET; THENCE NORTH 50° 18' WEST, 14.00 FEET; THENCE SOUTH 69° 42' WEST, 305.84 FEET; THENCE SOUTH 32° 57' WEST, 35.19 FEET; THENCE NORTH 57° 03' WEST, 98.58 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST SAID COURSE ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, SUBTENDING A CENTRAL ANGLE OF 18° 26', AN ARC DISTANCE OF 32.17 FEET; THENCE NORTH 75° 29' WEST, 94.34 FEET; THENCE WESTERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, SUBTENDING A CENTRAL ANGLE OF 11° 42', AN ARC DISTANCE OF 40.84 FEET; THENCE NORTH 87° 11' WEST, 85.30 FEET TO A POINT IN THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE DALY CITY PUBLIC LIBRARY SITE, AS DESCRIBED INTHE DEED FROM HENRY DOELGER BUILDER, INCORPORATED, TO CITY OF DALY CITY, A MUNICIPAL CORPORATION, DATED APRIL 8, 1957, AND RECORDED SEPTEMBER 3, 1957, AND RECORDED SEPTEMBER 3, 1959, IN BOOK 3667, PAGE 97 (84159-R), DISTANT THEREON SOUTH 0° 14' WEST, 14.47 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE ALONG SAID LINE NORTH 0° 14' EAST, 14.47 FEET TO SAID SOUTHWEST CORNER OF THE DALY CITY PUBLIC LIBRARY SITE; THENCE ALONG THE SOUTHERLY LINE OF SAID LIBRARY SITE, SOUTH 89° 46' EAST, 127.22 FEET; THENCE LEAVING SAID LINE EASTERLY FROM A TANGENT BEARING SOUTH 76° 36' 06" EAST, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 224.00 FEET, SUBTENDING A CENTRAL ANGLE OF 1° 07' 06", AN ARC DISTANCE OF 4.37 FEET; THENCE SOUTH 75° 29' EAST 94.34 FEET; THENCE SOUTHEASTERLY TANGENT TO THE LAST SAID COURSE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 124.00 FEET, SUBTENDING A CENTRAL ANGLE OF 18° 26', AN ARC DISTANCE OF 39.89 FEET; THENCE SOUTH 57° 03' EAST, 59.03 FEET; THENCE NORTH 69° 42' EAST, 341.76 FEET; THENCE SOUTH 65° 18' EAST, 12.90 FEET; THENCE NORTH 69° 42' EAST, 110.00 FEET; THENCE NORTHERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 23.00 FEET, SUBTENDING A CENTRAL OF 90° 00', AN ARC DISTANCE OF 36.13 FEET TO A POINT DISTANT, SOUTH 69° 42' WEST, 17.00 FEET AND SOUTH 20° 18' EAST, 142.00 FEET FROM AFORESAID MONUMENT, AT THE INTERSECTION OF THE CENTERLINES OF SOUTHGATE AVENUE AND LAKE MERCED BOULEVARD (FORMERLY LYNNEWOOD DRIVE), THENCE NORTH 20° 18' WEST, 102.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTHGATE AVENUE; THENCE ALONG SAID SOUTHEASTERLY LINE OF SOUTHGATE AVENUE, NORTH 69° 42' EAST, 37.50 FEET; THENCE LEAVING SAID LINE, SOUTH 20° 18' EAST, 227.50 FEET; THENCE NORTH 69° 42' EAST, 329.85 FEET; THENCE NORTH 1° 40' 50" WEST, 89.74 FEET; THENCE NORTH 20° 18' WEST, 153.96 FEET TO A POINT IN THE LINE PARALLEL WITH THE CENTERLINE OF SOUTHGATE AVENUE AND RIGHT ANGLES, DISTANT SOUTHEASTERLY 28.50 FEET THEREFROM; THENCE ALONG SAID PARALLEL LINE, NORTH 69° 42' EAST, 62.00 FEET TO A POINT IN THE NORTHEASTERLY LINE OF AFORESAID SAN FRANCISCO WATER DEPARTMENT PIPELINE EASEMENT; THENCE ALONG SAID LINE SOUTH 20° 18' EAST, 79.78 FEET TO AN ANGLE POINT THEREIN AND SOUTH 33° 26' 30" EAST, 31.03 FEET; THENCE LEAVING SAID LINE NORTH 69° 42' EAST, 335.58 FEET

TO A POINT IN THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF PARK PLAZA DRIVE; THENCE SOUTHERLY ALONG LAST SAID LINE FROM A TANGENT, BEARING SOUTH 18° 00' 18" EAST, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET, SUBTENDING A CENTRAL ANGLE OF 1° 58' 12", AN ARC DISTANCE OF 15.03 FEET TO THE POINT OF BEGINNING.

PARCEL 6:
NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AND FOR DRIVEWAY PURPOSES OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL PROPERTY BEING APPURTENANT TO THE ABOVE PARCELS 1, 2, 3 AND 4. BEGINNING AT A POINT DISTANT SOUTH 20° 18' EAST, 161.00 FEET AND TANGENT TO THE LAST SAID COURSE SOUTHERLY ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET; SUBTENDING A CENTRAL ANGLE OF 4° 15' 54", AN ARC DISTANCE OF 32.53 FEET FROM THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 22, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; THENCE FROM SAID POINT OF BEGINNING, SOUTH 69° 42' WEST, 331.22 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THE SAN FRANCISCO WATER DEPARTMENT PIPELINE EASEMENT, 50.00 FEET WIDE; THENCE ALONG SAID LINE SOUTH 33° 26' 30" EAST, 9.50 FEET; THENCE LEAVING SAID LINE SOUTH 9° 19' 20" WEST, 6.61 FEET; THENCE NORTH 69° 42' EAST, 330.95 FEET; THENCE NORTHERLY FROM A TANGENT BEARING NORTH 14° 03' 36" WEST, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 437.00 FEET, SUBTENDING A CENTRAL ANGLE OF 1° 58' 30", AN ARC DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING.

PARCEL 7:
NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AND FOR DRIVEWAY PURPOSES OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL PROPERTY BEING APPURTENANT TO THE ABOVE PARCELS 1, 2, 3 AND 4. BEGINNING FOR REFERENCE AT THE MONUMENT AT THE INTERSECTION OF THE CENTERLINES OF SOUTHGATE AVENUE AND LAKE MERCED BOULEVARD (FORMERLY LYNNEWOOD DRIVE), AS SHOWN ON AFORESAID MAP OF WESTLAKE SUBDIVISION NO. 3; THENCE ALONG THE CENTERLINE OF SOUTHGATE AVENUE, SOUTH 69° 42' WEST, 17.00 FEET; THENCE LEAVING SAID CENTERLINE AT A RIGHT ANGLE, SOUTH 20° 18' EAST, 161.07 FEET; THENCE SOUTHERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET; SUBTENDING A CENTRAL ANGLE OF 22° 02', AN ARC DISTANCE OF 108.83 FEET; THENCE SOUTH 1° 44' WEST, 10.53 FEET TO THE TRUE POINT OF BEGINNING, SOUTH 1° 44' WEST, 11.33 FEET; THENCE NORTH 69° 42' EAST, 428.66 FEET; THENCE NORTH 9° 19' 20" EAST, 12.08 FEET; THENCE SOUTH 69° 42' WEST, 430.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8:
ALL OF LOTS 1 THROUGH 7, INCLUSIVE, AND LOTS 12 AND 13, BLOCK 22, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3", FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY.

PARCEL 9:
ADJUSTED LOT 8 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 300.00 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 69°42'00" WEST, 291.675 FEET; THENCE NORTH 20°18'00" WEST, 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 20°18'00" WEST, 144.00 FEET; THENCE SOUTH 69°42'00" WEST, 291.675 FEET TO A POINT ON THE WESTERLY LINE OF SAID BLOCK; THENCE ALONG SAID WESTERLY LINE, NORTH 20°18'00" WEST, 51.00 FEET TO THE MOST WESTERLY CORNER OF LOT 8 OF SAID BLOCK; THENCE ALONG THE NORTHERLY LINE OF SAID LOT, NORTH 69°42'00" EAST, 744.00 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE ALONG THE EASTERLY LINE OF SAID BLOCK, SOUTH 20°18'00" EAST, 195.00 FEET; THENCE SOUTH 69°42'00" WEST, 452.325 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 10:
ADJUSTED LOT 9 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OFMAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 303.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 20°18'00" WEST, 240.50 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 69°42'00" EAST, 291.675 FEET; THENCE SOUTH 20°18'00" EAST, 240.50 FEET; THENCE SOUTH 69°42'00" WEST, 291.675 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 11:
ADJUSTED LOT 10 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 300.00 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 69°42'00" EAST, 291.675 FEET; THENCE NORTH 20°18'00" WEST, 3.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 20°18'00" WEST, 96.50 FEET; THENCE NORTH 69°42'00" EAST, 452.325 FEET TO A POINT ON THE EASTERLY LINE OF

SAID BLOCK; THENCE ALONG SAID EASTERLY LINE, SOUTH 20°18'00" EAST, 96.50 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 69°42'00" WEST, 452.325 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 12:
ADJUSTED LOT 11 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 200.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 11 OF SAID BLOCK 22 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 20°18'00" WEST, 103.50 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 69°42'00" EAST, 744.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID BLOCK; THENCE ALONG SAID EASTERLY LINE, SOUTH 20°18'00" EAST, 103.50 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 11; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 11, SOUTH 69°42'00" WEST, 744.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 13:
THAT CERTAIN PORTION OF SOUTH MAYFAIR AVENUE ADJOINING BLOCK 22, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THEOFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS, AT PAGE 19, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 22, SAID CORNER BEING THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF PARK PLAZA DRIVE AND SOUTH MAYFAIR AVENUE; THENCE WESTERLY SOUTH 69° 42' WEST, 10 FEET ALONG THE NORTHERLY LINE OF BLOCK 22 TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID NORTHERLY LINE, SOUTH 69° 42' WEST, 714 FEET TO A POINT 20 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 22, SAID CORNER BEING THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF LAKE MERCED BOULEVARD AND SOUTH MAYFAIR AVENUE; THENCE NORTH 20° 18' WEST, 75 FEET TO THENORTHERLY RIGHT OF WAY LINE OF SOUTH MAYFAIR AVENUE; THENCE NORTH 69° 42' EAST, 714 FEET ALONG SAID NORTHERLY LINE; THENCE SOUTH 20° 18' EAST, 75 FEET TO THE TRUE POINT OF BEGINNING.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. A non-exclusive, non-transferrable Temporary Construction License ("TCL") is hereby granted to the City of Daly City, its agents or Contractors (the "City") to enter upon a portion of the property described in Exhibit "A" attached hereto and incorporated herein, within the Westlake Shopping Center, City of Daly City, California, (the "Property"), which Westlake Shopping Center is described above, for the purpose of entering the property to construct the RO572 Streetlight Conversion Project (the "Project") within the

Streetlight License Area. This permission is granted in consideration of the benefits which may accrue to the Property. The Owner and the City will mutually agree upon the location of a temporary staging area for the construction of the Project, which location will not unreasonably interfere with access to and from the Property.

2. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvements, except as otherwise expressly set forth herein.

3. The undersigned grantor or grantors warrant that they are the owners in fee simple of the Property affected by this Temporary Construction License as described in Section 1 above and they have the exclusive right to grant this Temporary Construction License.

4. To the extent reasonably and legally practicable, the City shall repair or restore any portions of the TCL or the Property that may be physically damaged by the City in the act of performing the work described above. It is understood that the City shall exercise reasonable care to avoid damage to the Property during said work.

5. The City shall defend, hold harmless and indemnify Owner and tenant(s) from any and all claims for injuries to persons and/or damage to property which arise out of the terms and conditions of this TCL.

6. Unless otherwise canceled or terminated, this Grant of Temporary Construction License, together with all of the licenses granted herein shall automatically terminate and be of no further force and effect on July 31, 2026.

The rights granted within the above TCL expire upon dedication of a permanent easement in accordance with the Memorandum of Understanding executed between Owner and City.

SEE RIDER "A" ATTACHED HERETO AND MADE A PART HEREOF

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF the first parties have executed this Grant of Temporary Construction License this _____ day of ________________, 2024.

OWNER

KIMCO WESTLAKE L.P.
By: KRCX California Realty, LLC, its general partner

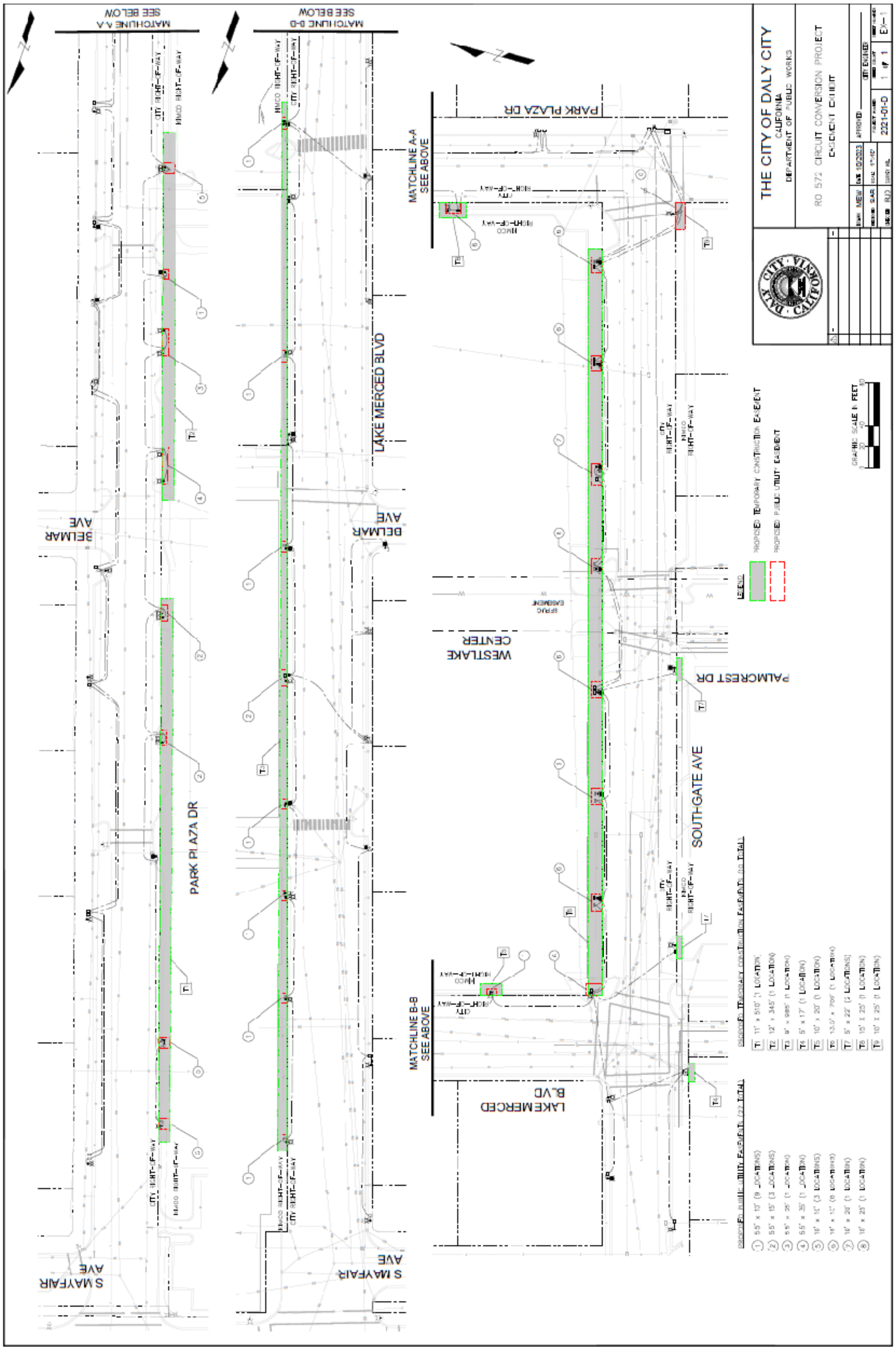
By: ________________________________
Name: Jason Lee
Title: Vice President
Date:____________

CITY

____
Thomas J. Piccolotti
City Manager

Date: _____________

EXHIBIT "A"


THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
RO 572 CIRCUIT CONVERSION PROJECT
EASEMENT EXHIBIT
LAKE MERCED BLVD
PARK PLAZA DR
SOUTHGATE AVE
BELMAR AVE
S MAYFAIR AVE
WESTLAKE CENTER
PALMCREST DR
MATCHLINE A-A SEE ABOVE
MATCHLINE B-B SEE ABOVE
MATCHLINE A-A SEE BELOW
MATCHLINE B-B SEE BELOW

RIDER "A"

LICENSE RIDER

This License Rider ("Rider") is an integral part of the Grant of Temporary Construction License instrument ("License") to which it is attached. In the event of a discrepancy or conflict between the provisions of the attached License and the provisions contained in this Rider, this Rider shall prevail and govern. "Owner" as used herein means the grantor of the license rights and any future owner of the property. "Grantee" means the grantee of the license rights and any person exercising such rights.

1. Any construction, reconstruction, installation, operation, maintenance, repair, replacement, or removal by Grantee shall be at no cost to Owner and shall be so performed as to interfere as little as possible with the use and enjoyment of the property by Owner or persons occupying or lawfully on the property. To effectuate this intent, Grantee shall (i) provide and maintain safe vehicular and/or pedestrian bridges for use by Grantor's customers, agents, employees, and invitees, where necessary, to continue free access to stores and parking lots; and (ii) keep the License area and Owner's property free of equipment and materials at all times, except when necessary because workmen are actively working in the License area.

2. If the surface of the License area, Owner's property, or any improvements thereon shall be disturbed by Grantee's construction, reconstruction, installation, operation, maintenance, repair, replacement, or removal, the surface and improvements shall be promptly restored by Grantee to the condition just prior to such disturbance.

3. There shall be no liability on Owner, its successors and assigns, or persons occupying or present on the property for damage, if any, which may be caused by normal use of, or vehicular or pedestrian traffic over, the License area. Normal use shall include the right to park vehicles on the License area and install, operate, and maintain parking lot improvements such as pavement, bumper curbs, light standards, and striping.

4. Grantee will not permit any mechanics', materialmen's or other liens to stand against Owner's property for work or materials furnished in connection with the license rights, and Grantee agrees to defend, indemnify and hold Owner harmless from the same (including attorneys' fees).

5. Grantee agrees to defend, indemnify and save Owner and its successors and assigns harmless from all liabilities, losses, damages, demands, claims, causes of action or judgments, and expenses incurred in investigating the same or legal fees for the defense of the same, relating to any injury to person, loss of life or damage to property occurring on the License area or arising out of Grantee's use and occupancy of this area or occurring anywhere in Grantee's exercise of its license rights. Grantee agrees to maintain adequate insurance covering its obligations as stated herein with respect to injury to person or property and loss of life and furnish Owner with certificates of such insurance on request.

6. Notwithstanding anything to the contrary stated in the License or in this Rider, Owner for itself and its grantees (other than Grantee herein), its successors and assigns reserves the right, at Owner's expense, to relocate the License and all or any part of the utilities installed therein to permit further development of Owner's property.

7. This License shall continue so long as Grantee, its successors or assigns, shall use the same for the purpose specified, but upon the discontinuance of said use, this License shall expire without notice being required and shall be of no further force or effect. Grantee agrees that upon such expiration, Grantee will execute a quit-claim deed or other appropriate instrument evidencing the termination of the rights granted under this License.

8. Grantee shall have no right to assign, sublet or license to any other person or entity the use of the License area or its rights granted under this License and shall not permit or suffer any other person or entity to use the License area without the prior written consent of Owner.

9. In the event that the License area or any part thereof, or Grantee's license rights are taken under the power of eminent domain, any award for such a taking or damages paid as a result of the taking shall be the sole and exclusive property of Owner. Grantee agrees to execute any instrument of assignment as may be required by Owner for the recovery of damages and agrees to turn over to Owner any damage proceeds that may be recovered, but Grantee may recover for itself damages for labor costs incurred and for any items of property belonging to Grantee (such as pipes, wires, conduits, or equipment) which are so taken, provided Owner's award is not reduced thereby.

10. This license is subject to all covenants, conditions, agreements and other matters of record.

11. Grantee, by its acceptance of the delivery of this Grant of License, assumes and agrees to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.

12. Owner and Grantee hereby covenant and agree that neither the License nor this Rider shall be recorded in the Official Records of the County in which the Shopping Center is located. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Streetlight License Area, the Shopping Center, or portion thereof, to the general public, or for any public use or purpose whatsoever.

END OF RIDER

<u>Exhibit "D"</u>

RECORDING REQUESTED BY:

City of Daly City

WHEN RECORDED MAIL TO:

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

APNs: 002-170-220, 002-170-230

PUBLIC SERVICE UTILITY EASEMENT DEED
WESTLAKE SHOPPING CENTER

THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax – EXEMPT – Rev. & Tax. C.A. § 11922
Filing Fee – EXEMPT – Gov. Code § 6103

KIMCO WESTLAKE L.P. ("Grantor"), whose mailing address is c/o Kimco Realty Corporation, Attn: Legal Department, 500 North Broadway, Suite 201, Jericho, NY 11753, owner of that certain real property located in the City of Daly City, County of San Mateo, State of California, **HEREBY GRANTS** to the **CITY OF DALY CITY** ("City"), a municipal corporation, whose mailing address is 333 90th Street, Daly City, CA 94015, a **PUBLIC SERVICE UTILITY EASEMENT** over and under a portion of that certain real property more particularly described and attached hereto as <u>Exhibit "A"</u> and incorporated herein, which portion is depicted as the "Streetlight Easement Area" on the plat attached hereto as <u>Exhibit "B"</u> and incorporated herein ("Public Service Utility Easement"), for the right to erect, install, construct, remove, repair, replace, reconstruct, maintain and use, for public service purposes, any and all materials, fixtures, appliances, equipment, pipes, pipelines, necessary for the transmission, collection, distribution and delivery of utility services over, along, upon, under and across the parcel of real property lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein. Upon the completion of the construction of said materials, fixtures, appliances, equipment, pipes, or pipelines, and until to the expiration of this Public Service Utility Easement, the City shall, at its sole cost and expense, maintain, repair, and replace the same in good and safe condition.

GRANTOR FURTHER GRANTS TO CITY the right to:

1. Review and control the maintenance of any improvements within said easements; and

2. Enter upon said easement for the purpose of construction, replacement, maintenance and repair of any and all public service facilities and appurtenances within said easement. City shall have the further right to pass through the contiguous real property of Grantor for access to the easement.

GRANTOR FURTHER ANCKNOWLEGES AND AGREE to the following:

1. Grantor shall not plant any trees or bushes within or erect, construct or install any fence, wall, irrigation or any other type of structure, improvement or private utilities over, across or under said easement without first obtaining written permission from City, which shall not be unreasonably withheld. Grantor shall keep the easement area clear from any obstructions that will make the area inaccessible.

The conveyance of said easements is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. This conveyance is binding on the Grantor, its heirs, assigns and successors in interest.

SEE RIDER "A" ATTACHED HERETO AND MADE A PART HEREOF

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SIGNATURE PAGE TO FOLLOW

KIMCO WESTLAKE L.P.
By: KRCX California Realty, LLC, its general partner

By: _______________________________

Name: Jason Lee

Its: Vice President

DATED: __________, 20____.

CERTIFICATE OF ACCEPTANCE
(Government Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the Public Utility Easement Deed dated _________________, 20___ from KIMCO WESTLAKE L.P. to the City of Daly City, a municipal corporation, is hereby accepted by the undersigned on behalf of the City of Daly City pursuant to the authority conferred by City Council Resolution No. _______ adopted on ____________________, 20___, and the City of Daly City consents to recordation thereof by its duly authorized officer.

CITY OF DALY CITY, a municipal corporation

Dated: __________________, 20___

By: _______________________________
Thomas J. Piccolotti
City Manager

ACKNOWLEDGMENT FOR GRANTOR

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

STATE OF ____________________)
) SS
COUNTY OF __________________)

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

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

WITNESS my hand and official seal.

Signature _________________________________

(SEAL)

EXHIBIT "A"

Legal Description

PARCEL 1:
BEGINNING AT A POINT ON THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY OF PARK PLAZA DRIVE, WHICH POINT BEARS SOUTH 20° 18' EAST, 68.50 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 13, BLOCK 22, AS DESIGNATED ON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 17, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; THENCE ALONG SAID SOUTHERLY PROLONGED LINE AND ALONG THE WESTERLY LINE OF PARK PLAZA DRIVE, AS DESIGNATED ON THE MAP ENTITLED, "WESTLAKE UNIT NO. 3-A, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JANUARY 17, 1951, IN BOOK 32 OF MAPS AT PAGE 44, SOUTH 20° 18' EAST, 92.50 FEET AND SOUTHERLY TANGENT TO SAID COURSE ALONG THE WESTERLY BOUNDARY OF PARK PLAZA DRIVE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 2° 15' 42", AN ARC DISTANCE OF 17.50 FEET; THENCE LEAVING SAID LINE OF PARK PLAZA DRIVE, SOUTH 69° 42' WEST, 335.58 FEET; THENCE NORTH 33° 26' 30" WEST, 31.03 FEET; THENCE NORTH 20° 18' WEST, 79.78 FEET; THENCE NORTH 69° 42' EAST, 343.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SOUTHGATE AVENUE, DISTANT THEREON NORTH 69° 42' EAST, 20.50 FEET FROM THE INTERSECTION OF SAID SOUTHERLY BOUNDARY AND THE CENTERLINE OF LAKE MERCED BOULEVARD, FORMERLY LYNNEWOOD DRIVE, PROJECTED, AS DELINEATED AND DESCRIBED UPON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGE 19; THENCE NORTH 69° 42' EAST, 18.50 FEET; THENCE NORTH 20° 18' WEST, 11.50 FEET; THENCE NORTH 69° 42' EAST, 339.00 FEET TO THE WESTERLY BOUNDARY OF THE COLMA SEWER MAINTENANCE DISTRICT EASEMENT; THENCE SOUTH 20° 18' EAST, ALONG SAID WESTERLY BOUNDARY, 153.96 FEET; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY, SOUTH 1°40' 50" EAST, 89.74 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY, SOUTH 69° 42' WEST, 329.84 FEET; THENCE NORTH 20° 18' WEST, 227.50 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SOUTHGATE AVENUE, AS SHOWN ON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; SAID POINT BEING AT THE INTERSECTION OF SAID SOUTHERLY LINE OF SOUTHGATE AVENUE AND THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LAKE MERCED BOULEVARD, FORMERLY LYNNEWOOD DRIVE, SAID WESTERLY LINE HAVING A BEARING OF SOUTH 20° 18' EAST, AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHERLY LINE SOUTH 69° 42' WEST, 130.00 FEET; THENCE SOUTH 20° 18' EAST, 105 FEET; THENCE SOUTH 65° 18' EAST, 28.28 FEET; THENCE NORTH 69° 42' EAST, 110 FEET; THENCE EASTERLY AND NORTHERLY ALONG THE ARC

OF A CURVE TO THE LEFT FROM A TANGENT BEARING NORTH 69° 42' EAST, SAID CURVE HAVING A RADIUS OF 23 FEET AND A CENTRAL ANGLE OF 90° 00' A DISTANCE OF 36.13 FEET; THENCE NORTH 20° 18' WEST, 102.00 FEET TO THE SAID SOUTHEASTERLY LINE OF SOUTHGATE AVENUE; THENCE ALONG SAID LINE OF SOUTHGATE AVENUE, SOUTH 69° 42' WEST, 23.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SOUTHGATE AVENUE, AS SAID SOUTHGATE AVENUE IS SHOWN ON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19, SAID POINT BEING DISTANT ON SAID SOUTHERLY LINE, SOUTH 69° 42' WEST, 130.00 FEET FROM THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WESTERLY LINE OF LAKE MERCED BOULEVARD, FORMERLY LYNNEWOOD DRIVE AND THE SOUTHERLY LINE OF SAID SOUTHGATE AVENUE, ALL AS SHOWN ON THE AFOREMENTIONED MAP; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERLY LINE OF SOUTHGATE AVENUE, AS FOLLOWS: SOUTH 69° 42' WEST, 186.00 FEET, NORTH 20° 18' WEST, 5.00 FEET, NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT FROM A TANGENT WHICH BEARS SOUTH 69° 42' WEST, SAID CURVE HAVING A RADIUS OF 239.80 FEET, A CENTRAL ANGLE OF 29° 54' 59", AN ARC DISTANCE OF 125.21 FEET TO A POINT ON REVERSE CURVATURE AND WESTERLY ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,500.00 FEET, A CENTRAL ANGLE OF 3° 58' 10", AN ARC DISTANCE OF 103.92 FEET; THENCE SOUTH 5° 38' 49" WEST, 93.73 FEET; THENCE NORTH 89° 46' WEST, 39.97 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT FROM A TANGENT, WHICH BEARS SOUTH 76° 36' 06" EAST, SAID CURVE HAVING A RADIUS OF 224 FEET AND A CENTRAL ANGLE OF 1° 07' 06", A DISTANCE OF 4.37 FEET; THENCE SOUTH 75° 29' EAST, 94.34 FEET; THENCE SOUTHEASTERLY TANGENT TO THE LAST SAID COURSE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 124.00 FEET, SUBTENDING A CENTRAL ANGLE OF 18° 26', AN ARC DISTANCE OF 39.89 FEET; THENCE SOUTH 57° 03' EAST, 59.03 FEET; THENCE NORTH 69° 42' EAST, 341.76 FEET; THENCE NORTH 65° 18' WEST, 15.38 FEET AND NORTH 20° 18' WEST, 105.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:
BEGINNING AT A POINT, DISTANT SOUTH 20° 18' EAST, 161.00 FEET AND SOUTHERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET, SUBTENDING A CENTRAL ANGLE OF 4° 15' 54", AN ARC DISTANCE OF 32.53 FEET FROM THE SOUTHEAST CORNER OF LOT 13, IN BLOCK 22, AS SAID LOT AND BLOCK, ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; THENCE FROM SAID POINT OF BEGINNING, SOUTH 69° 42' WEST, 331.22 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAN FRANCISCO WATER DEPARTMENT PIPELINE EASEMENT, 50.00 FEET WIDE; THENCE ALONG SAID LINE SOUTH 33° 26' 30" EAST, 9.50 FEET; THENCE LEAVING SAID LINE SOUTH 9° 19' 20" WEST, 131.42 FEET; THENCE SOUTH 69° 42' WEST, 430.38 FEET; THENCE NORTH 1° 44' EAST, 10.53 FEET; THENCE TANGENT TO THE LAST SAID COURSE, NORTHERLY ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 283.00 FEET, SUBTENDING A CENTRAL ANGLE OF 15° 33' 18", AN ARC DISTANCE OF 76.83 FEET TO A POINT, DISTANT SOUTH 69° 42' WEST, 18.81 FEET AND SOUTH 20° 18' EAST, 193.00 FEET FROM THE MONUMENT AT THE INTERSECTION ON THE CENTERLINES OF SOUTHGATE AVENUE AND LAKE MERCED BOULEVARD (FORMERLY LYNNEWOOD DRIVE), AS SHOWN ON THE AFORESAID MAP OF WESTLAKE SUBDIVISION NO. 3; THENCE SOUTH 69° 42' WEST, 136.62 FEET; THENCE NORTH 50° 18' WEST, 14.00 FEET; THENCE SOUTH 69° 42' WEST, 305.84 FEET; THENCE SOUTH 32° 57' WEST, 35.19 FEET;

THENCE NORTH 57° 03' WEST, 98.58 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST SAID COURSE ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, SUBTENDING A CENTRAL ANGLE OF 18° 26', AN ARC DISTANCE OF 32.17 FEET; THENCE NORTH 75° 29' WEST, 94.34 FEET; THENCE WESTERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, SUBTENDING A CENTRAL ANGLE OF 11° 42', AN ARC DISTANCE OF 40.84 FEET; THENCE NORTH 87° 11' WEST, 85.30 FEET TO A POINT IN THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE DALY CITY PUBLIC LIBRARY SITE, AS DESCRIBED INTHE DEED FROM HENRY DOELGER BUILDER, INCORPORATED, TO CITY OF DALY CITY, A MUNICIPAL CORPORATION, DATED APRIL 8, 1957, AND RECORDED SEPTEMBER 3, 1957, AND RECORDED SEPTEMBER 3, 1959, IN BOOK 3667, PAGE 97 (84159-R), DISTANT THEREON SOUTH 0° 14' WEST, 14.47 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE ALONG SAID LINE NORTH 0° 14' EAST, 14.47 FEET TO SAID SOUTHWEST CORNER OF THE DALY CITY PUBLIC LIBRARY SITE; THENCE ALONG THE SOUTHERLY LINE OF SAID LIBRARY SITE, SOUTH 89° 46' EAST, 127.22 FEET; THENCE LEAVING SAID LINE EASTERLY FROM A TANGENT BEARING SOUTH 76° 36' 06" EAST, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 224.00 FEET, SUBTENDING A CENTRAL ANGLE OF 1° 07' 06", AN ARC DISTANCE OF 4.37 FEET; THENCE SOUTH 75° 29' EAST 94.34 FEET; THENCE SOUTHEASTERLY TANGENT TO THE LAST SAID COURSE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 124.00 FEET, SUBTENDING A CENTRAL ANGLE OF 18° 26', AN ARC DISTANCE OF 39.89 FEET; THENCE SOUTH 57° 03' EAST, 59.03 FEET; THENCE NORTH 69° 42' EAST, 341.76 FEET; THENCE SOUTH 65° 18' EAST, 12.90 FEET; THENCE NORTH 69° 42' EAST, 110.00 FEET; THENCE NORTHERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 23.00 FEET, SUBTENDING A CENTRAL OF 90° 00', AN ARC DISTANCE OF 36.13 FEET TO A POINT DISTANT, SOUTH 69° 42' WEST, 17.00 FEET AND SOUTH 20° 18' EAST, 142.00 FEET FROM AFORESAID MONUMENT, AT THE INTERSECTION OF THE CENTERLINES OF SOUTHGATE AVENUE AND LAKE MERCED BOULEVARD (FORMERLY LYNNEWOOD DRIVE), THENCE NORTH 20° 18' WEST, 102.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTHGATE AVENUE; THENCE ALONG SAID SOUTHEASTERLY LINE OF SOUTHGATE AVENUE, NORTH 69° 42' EAST, 37.50 FEET; THENCE LEAVING SAID LINE, SOUTH 20° 18' EAST, 227.50 FEET; THENCE NORTH 69° 42' EAST, 329.85 FEET; THENCE NORTH 1° 40' 50" WEST, 89.74 FEET; THENCE NORTH 20° 18' WEST, 153.96 FEET TO A POINT IN THE LINE PARALLEL WITH THE CENTERLINE OF SOUTHGATE AVENUE AND RIGHT ANGLES, DISTANT SOUTHEASTERLY 28.50 FEET THEREFROM; THENCE ALONG SAID PARALLEL LINE, NORTH 69° 42' EAST, 62.00 FEET TO A POINT IN THE NORTHEASTERLY LINE OF AFORESAID SAN FRANCISCO WATER DEPARTMENT PIPELINE EASEMENT; THENCE ALONG SAID LINE SOUTH 20° 18' EAST, 79.78 FEET TO AN ANGLE POINT THEREIN AND SOUTH 33° 26' 30" EAST, 31.03 FEET; THENCE LEAVING SAID LINE NORTH 69° 42' EAST, 335.58 FEET TO A POINT IN THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF PARK PLAZA DRIVE; THENCE SOUTHERLY ALONG LAST SAID LINE FROM A TANGENT, BEARING SOUTH 18° 00' 18" EAST, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET, SUBTENDING A CENTRAL ANGLE OF 1° 58' 12", AN ARC DISTANCE OF 15.03 FEET TO THE POINT OF BEGINNING.

PARCEL 6:
NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AND FOR DRIVEWAY PURPOSES OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL PROPERTY BEING APPURTENANT TO THE ABOVE PARCELS 1, 2, 3 AND 4. BEGINNING AT A POINT DISTANT SOUTH 20° 18' EAST, 161.00 FEET AND TANGENT TO THE LAST SAID COURSE SOUTHERLY ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 437.00 FEET; SUBTENDING A CENTRAL ANGLE OF 4° 15' 54", AN ARC DISTANCE OF 32.53 FEET FROM THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 22, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO,

STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS AT PAGES 17, 18 AND 19; THENCE FROM SAID POINT OF BEGINNING, SOUTH 69° 42' WEST, 331.22 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THE SAN FRANCISCO WATER DEPARTMENT PIPELINE EASEMENT, 50.00 FEET WIDE; THENCE ALONG SAID LINE SOUTH 33° 26' 30" EAST, 9.50 FEET; THENCE LEAVING SAID LINE SOUTH 9° 19' 20" WEST, 6.61 FEET; THENCE NORTH 69° 42' EAST, 330.95 FEET; THENCE NORTHERLY FROM A TANGENT BEARING NORTH 14° 03' 36" WEST, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 437.00 FEET, SUBTENDING A CENTRAL ANGLE OF 1° 58' 30", AN ARC DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING.

PARCEL 7:
NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AND FOR DRIVEWAY PURPOSES OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL PROPERTY BEING APPURTENANT TO THE ABOVE PARCELS 1, 2, 3 AND 4. BEGINNING FOR REFERENCE AT THE MONUMENT AT THE INTERSECTION OF THE CENTERLINES OF SOUTHGATE AVENUE AND LAKE MERCED BOULEVARD (FORMERLY LYNNEWOOD DRIVE), AS SHOWN ON AFORESAID MAP OF WESTLAKE SUBDIVISION NO. 3; THENCE ALONG THE CENTERLINE OF SOUTHGATE AVENUE, SOUTH 69° 42' WEST, 17.00 FEET; THENCE LEAVING SAID CENTERLINE AT A RIGHT ANGLE, SOUTH 20° 18' EAST, 161.07 FEET; THENCE SOUTHERLY TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET; SUBTENDING A CENTRAL ANGLE OF 22° 02', AN ARC DISTANCE OF 108.83 FEET; THENCE SOUTH 1° 44' WEST, 10.53 FEET TO THE TRUE POINT OF BEGINNING, SOUTH 1° 44' WEST, 11.33 FEET; THENCE NORTH 69° 42' EAST, 428.66 FEET; THENCE NORTH 9° 19' 20" EAST, 12.08 FEET; THENCE SOUTH 69° 42' WEST, 430.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8:
ALL OF LOTS 1 THROUGH 7, INCLUSIVE, AND LOTS 12 AND 13, BLOCK 22, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3", FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY.

PARCEL 9:
ADJUSTED LOT 8 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 300.00 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 69°42'00" WEST, 291.675 FEET; THENCE NORTH 20°18'00" WEST, 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 20°18'00" WEST, 144.00 FEET; THENCE SOUTH 69°42'00" WEST, 291.675 FEET TO A POINT ON THE WESTERLY LINE OF SAID BLOCK; THENCE ALONG SAID WESTERLY LINE, NORTH 20°18'00" WEST, 51.00 FEET TO THE MOST WESTERLY CORNER OF LOT 8 OF SAID BLOCK; THENCE ALONG THE NORTHERLY LINE OF SAID LOT, NORTH 69°42'00" EAST, 744.00 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE ALONG THE EASTERLY LINE OF SAID BLOCK,

SOUTH 20°18'00" EAST, 195.00 FEET; THENCE SOUTH 69°42'00" WEST, 452.325 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 10:
ADJUSTED LOT 9 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OFMAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 303.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 20°18'00" WEST, 240.50 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 69°42'00" EAST, 291.675 FEET; THENCE SOUTH 20°18'00" EAST, 240.50 FEET; THENCE SOUTH 69°42'00" WEST, 291.675 FEET TO THE TRUE POINT OF BEGINNING.

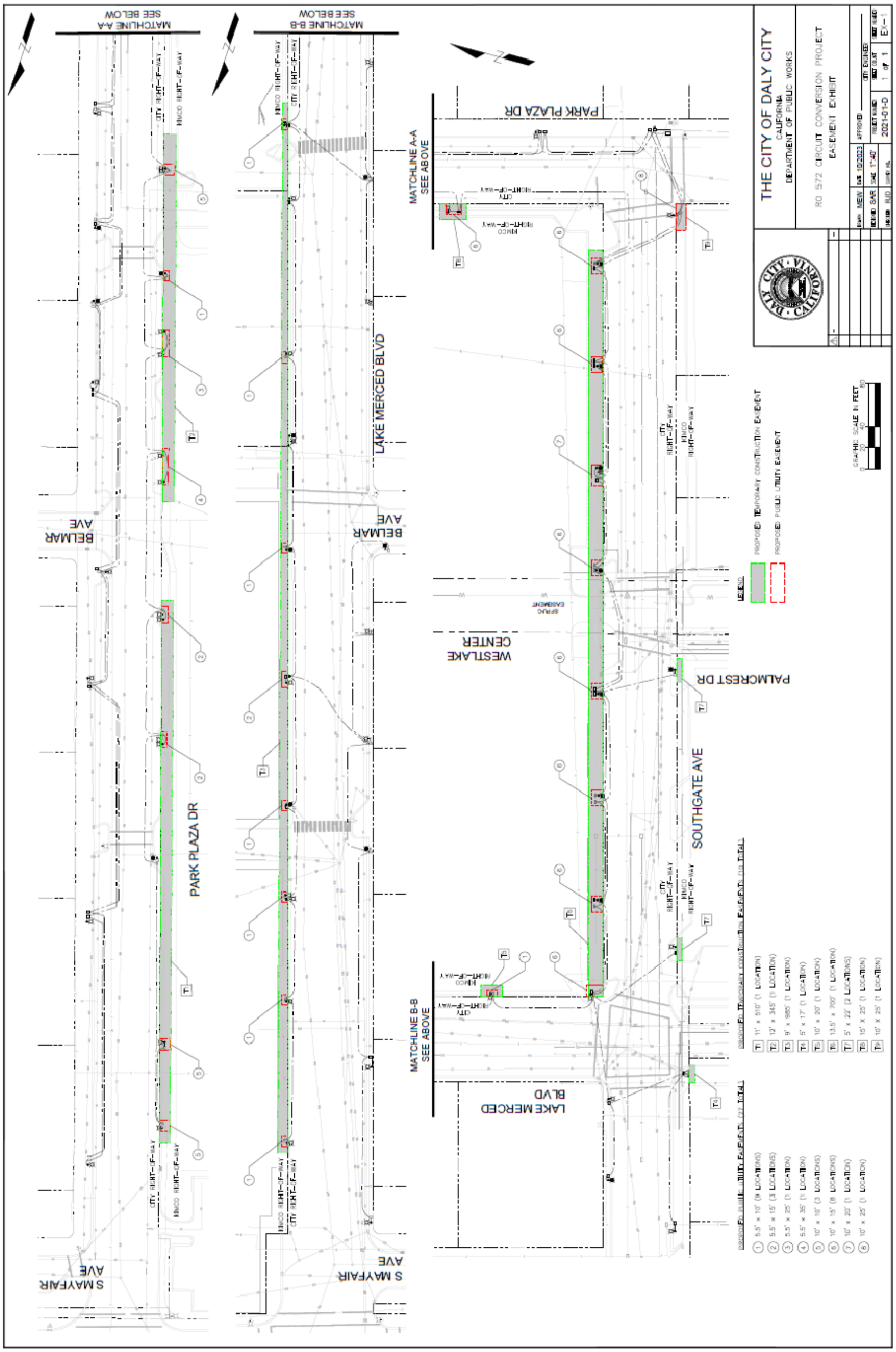
PARCEL 11:
ADJUSTED LOT 10 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 300.00 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 69°42'00" EAST, 291.675 FEET; THENCE NORTH 20°18'00" WEST, 3.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 20°18'00" WEST, 96.50 FEET; THENCE NORTH 69°42'00" EAST, 452.325 FEET TO A POINT ON THE EASTERLY LINE OF SAID BLOCK; THENCE ALONG SAID EASTERLY LINE, SOUTH 20°18'00" EAST, 96.50 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 69°42'00" WEST, 452.325 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 12:
ADJUSTED LOT 11 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 2005-013939 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 22 AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTLAKE SUBDIVISION NO. 3" FILED FOR RECORD ON APRIL 7, 1950 IN VOLUME 31 OF MAPS AT PAGES 17 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER FOR SAN MATEO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 22; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK, NORTH 20°18'00" WEST, 200.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 11 OF SAID BLOCK 22 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 20°18'00" WEST, 103.50 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 69°42'00" EAST, 744.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID BLOCK; THENCE ALONG SAID EASTERLY LINE, SOUTH 20°18'00" EAST, 103.50 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 11; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 11, SOUTH 69°42'00" WEST, 744.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 13:
THAT CERTAIN PORTION OF SOUTH MAYFAIR AVENUE ADJOINING BLOCK 22, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3, DALY CITY, CALIFORNIA", FILED IN THEOFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 7, 1950, IN BOOK 31 OF MAPS, AT PAGE 19, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 22, SAID CORNER BEING THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF PARK PLAZA DRIVE AND SOUTH MAYFAIR AVENUE; THENCE WESTERLY SOUTH 69° 42' WEST, 10 FEET ALONG THE NORTHERLY LINE OF BLOCK 22 TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID NORTHERLY LINE, SOUTH 69° 42' WEST, 714 FEET TO A POINT 20 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 22, SAID CORNER BEING THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF LAKE MERCED BOULEVARD AND SOUTH MAYFAIR AVENUE; THENCE NORTH 20° 18' WEST, 75 FEET TO THENORTHERLY RIGHT OF WAY LINE OF SOUTH MAYFAIR AVENUE; THENCE NORTH 69° 42' EAST, 714 FEET ALONG SAID NORTHERLY LINE; THENCE SOUTH 20° 18' EAST, 75 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"


THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
RO 572 CIRCUIT CONVERSION PROJECT
EASEMENT EXHIBIT
PARK PLAZA DR
LAKE MERCED BLVD
BELMAR AVE
S MAYFAIR AVE
WESTLAKE CENTER
PALMCREST DR
SOUTHGATE AVE
MATCHLINE A-A SEE ABOVE
MATCHLINE B-B SEE ABOVE
MATCHLINE A-A SEE BELOW
MATCHLINE B-B SEE BELOW
LEGEND
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
PROPOSED PUBLIC UTILITY EASEMENT

RIDER "A"

UTILITY EASEMENT RIDER

This Utility Easement Rider ("Rider") is an integral part of the Public Service Utility Easement Deed instrument ("Easement") to which it is attached. In the event of a discrepancy or conflict between the provisions of the attached Easement and the provisions contained in this Rider, this Rider shall prevail and govern. "Owner" as used herein means the grantor of the easement rights and any future owner of the property. "Grantee" means the grantee of the easement rights and any person exercising such rights.

1. Any construction, reconstruction, installation, operation, maintenance, repair, replacement, or removal by Grantee shall be at no cost to Owner and shall be so performed as to interfere as little as possible with the use and enjoyment of the property by Owner or persons occupying or lawfully on the property. To effectuate this intent, Grantee shall (i) provide and maintain safe vehicular and/or pedestrian bridges for use by Grantor's customers, agents, employees, and invitees, where necessary, to continue free access to stores and parking lots; and (ii) keep the Easement area and Owner's property free of equipment and materials at all times, except when necessary because workmen are actively working in the Easement area.

2. If the surface of the Easement area, Owner's property, or any improvements thereon shall be disturbed by Grantee's construction, reconstruction, installation, operation, maintenance, repair, replacement, or removal, the surface and improvements shall be promptly restored by Grantee to the condition just prior to such disturbance.

3. Any and all improvements, fixtures, and equipment which may be installed in the easement area pursuant to this Easement shall be installed below the surface of the ground and shall not be visible from the surface, but for the improvements, fixtures and equipment in connection with the RO572 Streetlight Conversion Project (the "Project") and unless specifically indicated to the contrary herein. Owner's failure to object to a violation of this provision shall not be deemed a waiver unless such waiver is obtained in a writing signed by Owner.

4. There shall be no liability on Owner, its successors and assigns, or persons occupying or present on the property for damage, if any, which may be caused by normal use of, or vehicular or pedestrian traffic over, the Easement area. Normal use shall include the right to park vehicles on the Easement area and install, operate, and maintain parking lot improvements such as pavement, bumper curbs, light standards, and striping.

5. Grantee will not permit any mechanics', materialmen's or other liens to stand against Owner's property for work or materials furnished in connection with the easement rights, and Grantee agrees to defend, indemnify and hold Owner harmless from the same (including attorneys' fees).

6. Grantee agrees to defend, indemnify and save Owner and its successors and assigns harmless from all liabilities, losses, damages, demands, claims, causes of action or judgments, and expenses incurred in investigating the same or legal fees for the defense of the same, relating to

any injury to person, loss of life or damage to property occurring on the Easement area or arising out of Grantee's use and occupancy of this area or occurring anywhere in Grantee's exercise of its easement rights. Grantee agrees to maintain adequate insurance covering its obligations as stated herein with respect to injury to person or property and loss of life and furnish Owner with certificates of such insurance on request.

7. Notwithstanding anything to the contrary stated in the Easement or in this Rider, Owner for itself and its grantees (other than Grantee herein), its successors and assigns reserves the right, at Owner's expense, to relocate the Easement and all or any part of the utilities installed therein to permit further development of Owner's property.

8. This Easement shall continue so long as Grantee, its successors or assigns, shall use the same for the purpose specified, but upon the discontinuance of said use, this Easement shall expire without notice being required and shall be of no further force or effect. Grantee agrees that upon such expiration, Grantee will execute a quit-claim deed or other appropriate instrument evidencing the termination of the rights granted under this Easement.

9. Grantee shall have no right to assign, sublet or license to any other person or entity the use of the Easement area or its rights granted under this Easement and shall not permit or suffer any other person or entity to use the Easement area without the prior written consent of Owner.

10. In the event that the Easement area or any part thereof, or Grantee's easement rights are taken under the power of eminent domain, any award for such a taking or damages paid as a result of the taking shall be the sole and exclusive property of Owner. Grantee agrees to execute any instrument of assignment as may be required by Owner for the recovery of damages and agrees to turn over to Owner any damage proceeds that may be recovered, but Grantee may recover for itself damages for labor costs incurred and for any items of property belonging to Grantee (such as pipes, wires, conduits, or equipment) which are so taken, provided Owner's award is not reduced thereby.

11. This easement is subject to all covenants, conditions, agreements and other matters of record.

12. Grantee, by its acceptance of the delivery of this Grant of Easement, assumes and agrees to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.

END OF RIDER

City Council Meeting Agenda Report

Item # _____

Meeting Date: March 11, 2024

Subject: Approve Salary Reassignments for the Fire Chief and Deputy Fire Chief Positions

Recommended Action

Staff recommends that the City Council adopt a resolution approving salary reassignments for the Fire Chief and Deputy Fire Chief positions effective November 28, 2020, eliminating the 7.5% Holiday-In-Lieu pay.

Discussion

On January 22, 2024, the City Council approved Resolution 24-16 eliminating the 7.5% Holiday-In-Lieu Pay for the Fire Chief and Deputy Fire Chiefs that was provided by Resolution 20-179 and provided a 7.5% salary increase effective February 3, 2024.

Resolution 24-16 does not address the period from November 28, 2020 through February 2, 2024. This Resolution addresses the period between November 28, 2020 and February 2, 2024. This will result in salary reassignments in the Executive Management salary schedule as follows:

- Reassign the Fire Chief from Range M447 to Range M471 effective November 28, 2020.
- Reassign the Deputy Fire Chief from Range M350 to Range M429 effective November 28, 2020.
- Reassign the Deputy Fire Chief from Range M429 to Range M434 effective October 2, 2021.

Fiscal Impact

The proposed range reassignments to the Fire Chief and Deputy Fire Chief salary will result in a negligible change to the General Fund budget for FY 2024.

Summary/Conclusion

Staff recommends that the City Council adopt a resolution approving salary reassignments for the Fire Chief and Deputy Fire Chief positions.

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

Respectfully submitted,

Thomas J. Piccolotti City Manager	Timothy J. Nevin Director of Finance & Administrative Services	Natalie Sakkal Director of Human Resources

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY APPROVING SALARY REASSIGNMENTS FOR THE FIRE CHIEF AND DEPUTY FIRE CHIEF POSITIONS

A. City Council eliminates the 7.5% Holiday-In-Lieu pay effective November 28, 2020.

B. City Council approves salary reassignments in the Executive Management salary schedule for the Fire Chief (from Range M447 to M471) effective November 28, 2020 and Deputy Fire Chief classification (from Range M350 to Range M429) effective November 28, 2020 and (from Range M429 to Range M434) effective October 2, 2021.

B. On January 22, 2024, the City Council approved Resolution 24-16 eliminating the 7.5% Holiday-In-Lieu Pay for the Fire Chief and Deputy Fire Chiefs that was provided by Resolution 20-179. The City provided a 7.5% salary increase effective February 3, 2024. Resolution 24-16 does not address the period from November 28, 2020 through February 2, 2024. This Resolution addresses the period between November 28, 2020 and February 2, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it does hereby approve the proposed salary reassignments in the Executive Management salary schedule for the Fire Chief and Deputy Fire Chief classifications as shown above.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _________day of _______________________, 2024, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: ____________________
____

NOES, Councilmembers: ____

ABSENT, Councilmembers: ____

____
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

____
MAYOR OF THE CITY OF DALY CITY

Biweekly Salary Schedule M
MANAGEMENT
Effective October 3, 2020
(3% cost of living increase per Resolution 20-47 adopted by City Council on April 13, 2020)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
M 311	5,119.37	5,375.34	5,644.10	5,926.31	6,222.63
A - Deputy Director of Finance & Administrative Services					
M 312	5,145.39	5,402.66	5,672.79	5,956.43	6,254.25
M 313	5,173.77	5,432.46	5,704.08	5,989.28	6,288.75
M 314	5,202.15	5,462.26	5,735.37	6,022.14	6,323.25
M 315	5,229.35	5,490.82	5,765.36	6,053.62	6,356.31
M 316	5,257.73	5,520.62	5,796.65	6,086.48	6,390.80
M 317	5,287.29	5,551.66	5,829.24	6,120.70	6,426.74
M 318	5,314.49	5,580.22	5,859.23	6,152.19	6,459.80
M 319	5,342.88	5,610.02	5,890.52	6,185.05	6,494.30
M 320	5,370.08	5,638.58	5,920.51	6,216.53	6,527.36
M 321	5,399.64	5,669.62	5,953.10	6,250.76	6,563.30
M 322	5,424.47	5,695.70	5,980.48	6,279.51	6,593.48
M 323	5,455.22	5,727.98	6,014.38	6,315.10	6,630.85
M 324	5,482.42	5,756.54	6,044.37	6,346.59	6,663.92
M 325	5,510.80	5,786.34	6,075.66	6,379.44	6,698.41
M 326	5,538.00	5,814.90	6,105.65	6,410.93	6,731.47
M 327	5,567.57	5,845.94	6,138.24	6,445.15	6,767.41
M 328	5,594.76	5,874.50	6,168.23	6,476.64	6,800.47
M 329	5,623.15	5,904.30	6,199.52	6,509.49	6,834.97
M 330	5,651.53	5,934.10	6,230.81	6,542.35	6,869.47

Biweekly Salary Schedule M
MANAGEMENT
Effective October 3, 2020
(3% cost of living increase per Resolution 20-47 adopted by City Council on April 13, 2020)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
M 331	5,681.09	5,965.15	6,263.40	6,576.57	6,905.40
M 332	5,710.66	5,996.19	6,296.00	6,610.80	6,941.34
M 333	5,740.22	6,027.23	6,328.59	6,645.02	6,977.27
M 334	5,769.79	6,058.28	6,361.19	6,679.25	7,013.21
M 335	5,799.35	6,089.32	6,393.78	6,713.47	7,049.15
M 336	5,826.55	6,117.88	6,423.77	6,744.96	7,082.21
M 337	5,856.11	6,148.92	6,456.37	6,779.18	7,118.14
M 338	5,885.68	6,179.96	6,488.96	6,813.41	7,154.08
M 339	5,916.43	6,212.25	6,522.86	6,849.00	7,191.45
A - Assistant City Attorney					
A - Assistant Director of Economic & Community Development					
M 340	5,947.17	6,244.53	6,556.76	6,884.60	7,228.82
M 341	5,977.92	6,276.82	6,590.66	6,920.19	7,266.20
M 342	6,008.67	6,309.10	6,624.55	6,955.78	7,303.57
M 343	6,038.23	6,340.14	6,657.15	6,990.01	7,339.51
M 344	6,070.16	6,373.67	6,692.35	7,026.97	7,378.32
A - Assistant Director of Finance & Administrative Services					
M 345	6,099.72	6,404.71	6,724.95	7,061.19	7,414.25
M 346	6,130.47	6,436.99	6,758.84	7,096.79	7,451.63
M 347	6,162.40	6,470.52	6,794.05	7,133.75	7,490.44
M 348	6,194.33	6,504.05	6,829.25	7,170.71	7,529.25
M 349	6,225.08	6,536.33	6,863.15	7,206.31	7,566.62

Biweekly Salary Schedule M
MANAGEMENT
Effective October 3, 2020
(3% cost of living increase per Resolution 20-47 adopted by City Council on April 13, 2020)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
M 350	6,406.39	6,726.71	7,063.05	7,416.20	7,787.01
~~A - Deputy Fire Chief*~~					
M 359	6,446.25	6,768.56	7,106.99	7,462.34	7,835.45
A - Assistant Director of Public Works/City Engineer					
M 420	6,579.85	6,908.84	7,254.28	7,617.00	7,997.85
M 421	6,616.51	6,947.34	7,294.70	7,659.44	8,042.41
M 422	6,650.80	6,983.34	7,332.51	7,699.14	8,084.09
M 423	6,683.92	7,018.11	7,369.02	7,737.47	8,124.34
M 424	6,719.39	7,055.36	7,408.13	7,778.54	8,167.47
M 425	6,758.42	7,096.34	7,451.16	7,823.71	8,214.90
M 426	6,791.53	7,131.11	7,487.66	7,862.05	8,255.15
M 427	6,827.01	7,168.36	7,526.78	7,903.12	8,298.27
M 428	6,867.22	7,210.58	7,571.11	7,949.66	8,347.14
A - Director of Human Resources					
A - Director of Library & Recreation Services					
A - Library Director					
M 429	~~6,897.96~~	~~7,242.86~~	~~7,605.00~~	~~7,985.25~~	~~8,384.52~~
	6,886.87	7,231.21	7,592.77	7,972.41	8,371.03
A - Deputy Fire Chief*/**					
M 430	6,934.62	7,281.35	7,645.42	8,027.69	8,429.08
M 431	6,972.47	7,321.09	7,687.14	8,071.50	8,475.07
M 432	7,005.58	7,355.86	7,723.65	8,109.83	8,515.32
M 433	7,044.60	7,396.83	7,766.67	8,155.01	8,562.76
M 434	7,082.44	7,436.57	7,808.40	8,198.81	8,608.76

Biweekly Salary Schedule M
MANAGEMENT
Effective October 3, 2020
(3% cost of living increase per Resolution 20-47 adopted by City Council on April 13, 2020)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
M 435	7,116.74	7,472.58	7,846.21	8,238.52	8,650.44
M 436	7,158.13	7,516.04	7,891.84	8,286.43	8,700.75
M 437	7,194.79	7,554.53	7,932.26	8,328.87	8,745.31
M 438	7,231.45	7,593.02	7,972.67	8,371.31	8,789.87
M 439	7,270.47	7,634.00	8,015.70	8,416.48	8,837.31
M 440	7,305.95	7,671.25	8,054.81	8,457.55	8,880.43
A - Director of Economic & Community Development					
A - Director of Public Works					
A - Director of Water & Wastewater Resources					
M 441	7,341.43	7,708.50	8,093.93	8,498.62	8,923.55
M 442	7,380.45	7,749.48	8,136.95	8,543.80	8,970.99
A - Director of Finance & Administrative Services					
M 443	7,417.11	7,787.97	8,177.37	8,586.24	9,015.55
M 444	7,454.96	7,827.70	8,219.09	8,630.04	9,061.55
M 445	7,492.80	7,867.44	8,260.81	8,673.85	9,107.54
M 446	7,530.64	7,907.17	8,302.53	8,717.66	9,153.54
M 447	7,595.42	7,975.19	8,373.95	8,792.65	9,232.28
A - Chief of Police*					
~~A - Fire Chief*~~					
M 448	7,607.51	7,987.88	8,387.28	8,806.64	9,246.97
M 449	7,645.35	8,027.62	8,429.00	8,850.45	9,292.97
M 450	7,684.38	8,068.59	8,472.02	8,895.63	9,340.41
M 451	7,724.58	8,110.81	8,516.35	8,942.17	9,389.28
M 452	7,764.79	8,153.03	8,560.68	8,988.72	9,438.15

Biweekly Salary Schedule M
MANAGEMENT
Effective October 3, 2020

(3% cost of living increase per Resolution 20-47 adopted by City Council on April 13, 2020)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
A - Assistant City Manager					
M 471	8,165.07	8,573.33	9,001.99	9,452.09	9,924.70
A- Fire Chief */**					

* Per Resolution 20-179 adopted by City Council on 11/23/20 (3% equity)

** Per Resolution 24- adopted by City Council on 3/11/24 eff. 11/28/20

Biweekly Salary Schedule M
MANAGEMENT
Effective October 2, 2021
(3% cost of living increase per Resolution 20-47 adopted by City Council on April 13, 2020)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
M 311	5,272.95	5,536.60	5,813.43	6,104.10	6,409.30
A - Deputy Director of Finance & Administrative Services					
M 312	5,299.75	5,564.73	5,842.97	6,135.12	6,441.88
M 313	5,328.98	5,595.43	5,875.20	6,168.96	6,477.41
M 314	5,358.21	5,626.12	5,907.43	6,202.80	6,512.94
M 315	5,386.23	5,655.54	5,938.32	6,235.23	6,547.00
M 316	5,415.46	5,686.24	5,970.55	6,269.07	6,582.53
M 317	5,445.91	5,718.21	6,004.12	6,304.33	6,619.54
M 318	5,473.93	5,747.63	6,035.01	6,336.76	6,653.59
M 319	5,503.16	5,778.32	6,067.24	6,370.60	6,689.13
M 320	5,531.18	5,807.74	6,098.12	6,403.03	6,723.18
M 321	5,561.63	5,839.71	6,131.70	6,438.28	6,760.19
M 322	5,587.21	5,866.57	6,159.90	6,467.89	6,791.29
M 323	5,618.88	5,899.82	6,194.81	6,504.55	6,829.78
M 324	5,646.89	5,929.24	6,225.70	6,536.98	6,863.83
M 325	5,676.13	5,959.93	6,257.93	6,570.83	6,899.37
M 326	5,704.14	5,989.35	6,288.82	6,603.26	6,933.42
M 327	5,734.59	6,021.32	6,322.39	6,638.51	6,970.43
M 328	5,762.61	6,050.74	6,353.27	6,670.94	7,004.49
M 329	5,791.84	6,081.43	6,385.50	6,704.78	7,040.02
M 330	5,821.07	6,112.13	6,417.73	6,738.62	7,075.55

Biweekly Salary Schedule M
MANAGEMENT
Effective October 2, 2021
(3% cost of living increase per Resolution 20-47 adopted by City Council on April 13, 2020)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
M 331	5,851.53	6,144.10	6,451.31	6,773.87	7,112.57
M 332	5,881.98	6,176.08	6,484.88	6,809.12	7,149.58
M 333	5,912.43	6,208.05	6,518.45	6,844.37	7,186.59
M 334	5,942.88	6,240.02	6,552.02	6,879.63	7,223.61
M 335	5,973.33	6,272.00	6,585.60	6,914.88	7,260.62
M 336	6,001.35	6,301.41	6,616.48	6,947.31	7,294.67
M 337	6,031.80	6,333.39	6,650.06	6,982.56	7,331.69
M 338	6,062.25	6,365.36	6,683.63	7,017.81	7,368.70
M 339	6,093.92	6,398.61	6,718.54	7,054.47	7,407.20
A - Assistant City Attorney					
A - Assistant Director of Economic & Community Development					
M 340	6,125.59	6,431.87	6,753.46	7,091.13	7,445.69
M 341	6,157.26	6,465.12	6,788.38	7,127.79	7,484.18
M 342	6,188.93	6,498.37	6,823.29	7,164.46	7,522.68
M 343	6,219.38	6,530.35	6,856.86	7,199.71	7,559.69
M 344	6,252.26	6,564.88	6,893.12	7,237.78	7,599.67
A - Assistant Director of Finance & Administrative Services					
M 345	6,282.72	6,596.85	6,926.69	7,273.03	7,636.68
M 346	6,314.39	6,630.10	6,961.61	7,309.69	7,675.17
M 347	6,347.27	6,664.64	6,997.87	7,347.76	7,715.15
M 348	6,380.16	6,699.17	7,034.13	7,385.83	7,755.12

Biweekly Salary Schedule M
MANAGEMENT
Effective October 2, 2021
(3% cost of living increase per Resolution 20-47 adopted by City Council on April 13, 2020)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
M 349	6,411.83	6,732.42	7,069.04	7,422.49	7,793.62
M 350	6,598.58	6,928.51	7,274.94	7,638.68	8,020.62
M 359	6,639.64	6,971.62	7,320.20	7,686.21	8,070.52
A - Assistant Director of Public Works/City Engineer					
A - Assistant Director of Water and Wastewater Resources**					
M 420	6,790.77	7,130.31	7,486.83	7,861.17	8,254.23
~~A - Deputy Fire Chief*~~					
M 421	6,815.01	7,155.76	7,513.54	7,889.22	8,283.68
M 422	6,850.33	7,192.85	7,552.49	7,930.11	8,326.62
M 423	6,884.43	7,228.66	7,590.09	7,969.59	8,368.07
M 424	6,920.98	7,267.02	7,630.38	8,011.89	8,412.49
M 425	6,961.17	7,309.23	7,674.69	8,058.43	8,461.35
M 426	6,995.28	7,345.04	7,712.29	8,097.91	8,502.80
M 427	7,031.82	7,383.41	7,752.58	8,140.21	8,547.22
M 428	7,073.23	7,426.89	7,798.24	8,188.15	8,597.56
A - Director of Human Resources					
A - Director of Library & Recreation Services					
A - Library Director					
M 429	~~7,104.90~~	~~7,460.15~~	~~7,833.15~~	~~8,224.81~~	~~8,636.05~~
	7,093.48	7,448.15	7,820.56	8,211.58	8,622.16
~~A- Deputy Fire Chief*~~					
M 430	7,142.66	7,499.79	7,874.78	8,268.52	8,681.95
M 431	7,181.64	7,540.72	7,917.76	8,313.64	8,729.33
M 432	7,215.74	7,576.53	7,955.36	8,353.13	8,770.78

Biweekly Salary Schedule M
MANAGEMENT
Effective October 2, 2021
(3% cost of living increase per Resolution 20-47 adopted by City Council on April 13, 2020)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
M 433	7,255.94	7,618.74	7,999.67	8,399.66	8,819.64
M 434	~~7,294.92~~	~~7,659.66~~	~~8,042.65~~	~~8,444.78~~	~~8,867.02~~
	7,300.08	7,665.09	8,048.34	8,450.76	8,873.29
A - Deputy Fire Chief*/ ***					
M 435	7,330.24	7,696.75	8,081.59	8,485.67	8,909.95
M 436	7,372.87	7,741.52	8,128.59	8,535.02	8,961.77
M 437	7,410.63	7,781.16	8,170.22	8,578.73	9,007.67
M 438	7,448.39	7,820.81	8,211.85	8,622.45	9,053.57
M 439	7,488.59	7,863.02	8,256.17	8,668.98	9,102.43
M 440	7,525.13	7,901.39	8,296.46	8,711.28	9,146.84
A - Director of Economic & Community Development					
A - Director of Public Works					
A - Director of Water & Wastewater Resources					
M 441	7,561.67	7,939.76	8,336.74	8,753.58	9,191.26
M 442	7,601.87	7,981.96	8,381.06	8,800.11	9,240.12
A - Director of Finance & Administrative Services					
M 443	7,639.63	8,021.61	8,422.69	8,843.82	9,286.01
M 444	7,678.60	8,062.53	8,465.66	8,888.94	9,333.39
M 445	7,717.58	8,103.46	8,508.63	8,934.07	9,380.77
M 446	7,756.56	8,144.39	8,551.61	8,979.19	9,428.15
M 447	7,797.97	8,187.87	8,597.27	9,027.13	9,478.49
M 448	7,835.73	8,227.52	8,638.90	9,070.84	9,524.38
M 449	7,874.71	8,268.45	8,681.87	9,115.96	9,571.76
M 450	7,914.91	8,310.65	8,726.18	9,162.49	9,620.62

Biweekly Salary Schedule M
MANAGEMENT
Effective October 2, 2021
(3% cost of living increase per Resolution 20-47 adopted by City Council on April 13, 2020)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
M 451	7,956.32	8,354.14	8,771.84	9,210.44	9,670.96
M 452	7,997.73	8,397.62	8,817.50	9,258.38	9,721.30
A - Assistant City Manager					
M 455	8,051.14	8,453.70	8,876.39	9,320.20	9,786.22
A - Chief of Police*					
~~A - Fire Chief*~~					
M 471	8,654.98	9,087.73	9,542.11	10,019.22	10,520.18
A- Fire Chief ***					

* Per Resolution 20-179 adopted by City Council on 11/23/20 (3% equity)
**Per Resolution 21-87 adopted by City Council on 6/28/21
*** Per Resolution 24- adopted by City Council on 3/11/24

City Council Meeting Agenda Report

Item # _____

Meeting Date: March 11, 2024

Subject: Accept and Appropriate CalRecycle SB 1383 Local Assistance Grant

Recommended Action

Accept and appropriate a $270,827 grant for FY 2022/23 from the California Department of Resources Recycling and Recovery (CalRecycle) for implementation of regulation requirements associated with SB 1383 and authorize the City Manager to execute a first amendment to the agreement between City of Daly City and San Mateo Resource Conservation District for the Development and Coordination of a Compost Procurement and Application Program.

Background/Discussion

Senate Bill (SB) 1383, signed into law September 2016 by Governor Brown, was designed to reduce greenhouse gas emissions, like methane, by setting organic waste disposal reduction targets for California. The targets must reduce organic waste disposal 50% below 2014 levels by 2020 and 75% by 2025, as well as rescue at least 20% of currently disposed edible food to feed those in need by 2025.

SB 1383 is an unfunded State law that requires significant financial commitments from all jurisdictions throughout California. Through the SB 1383 Local Assistance Grant Program, one-time grant funding is provided to jurisdictions to aid in the implementation of regulation requirements associated with SB 1383. The City of Daly City will use these funds to meet its annual recovered organic waste product procurement target (8,688 tons of organic waste per year) and recordkeeping requirements.

To help the City meet its SB 1383 annual recovered organic waste product procurement target, the City will use a portion of its grant award to join the Resource Conservation District Compost Broker Program, a collaboration between every city and town within San Mateo County, the County of San Mateo, and the San Mateo Resource Conservation District (RCD). Through this program, the City will contract with the RCD to act as its direct service provider procuring and applying compost to farm and rangeland in San Mateo County, identifying and developing additional partnership opportunities with the county's agricultural communities to support long-term SB 1383 compliance, and assessing innovative compost procurement and application funding strategies jurisdictions can pursue to fund this program long term.

Fiscal Impact

The grant revenue from CalRecycle has been awarded in one full installment of $207,827. The City of Daly City has approximately two years to expend the funding award. The grant revenue from CalRecycle will be fully expended by April 1, 2026.

<u>Summary/Conclusion</u>
Staff recommends that the City Council take the following actions:

1. Accept and appropriate a $207,827 grant for FY 2022/23 from the California Department of Resources Recycling and Recovery (CalRecycle) for implementation of regulation requirements associated with SB 1383.
2. Authorize the City Manager to execute a first amendment to the agreement between the City and San Mateo Resource Conservation District for the Development and Coordination of a Compost Procurement and Application Program.

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

Respectfully submitted,

Leilani Ramos
Assistant to the City Manager

Attachments: 1st Amendment to Agreement between City of Daly City and San Mateo Resource Conservation District

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF DALY CITY AND SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT

This First Amendment to the Agreement Between City of Daly City (“City”) and San Mateo County Resource Conservation District (“Contractor”) is entered on to this day of _______ of _________ 2024.

WHEREAS, the Parties entered into an Agreement dated July 11, 2022, which is set to expire on March 31, 2024; and

WHEREAS, the Parties desire to amend the Agreement in order to have Contractor continue to provide services to the City;

NOW, THEREFORE, City and Contractor agree as follows:

Term. This First Amendment Agreement shall become effective March 31, 2024 and shall remain in effect until May 1, 2026.

Scope of Work. In consideration of the payments set forth in this agreement, Contractor shall provide the following services:

Contractor shall develop and coordinate a compost procurement and application program that will assist the City meet its recovered organic waste product procurement requirements under CA Senate Bill 1383 (SB 1383). The program will consist of the following aspects:

1. Outreach & Technical Assistance:
    - Contractor shall conduct outreach to agricultural producers or other organizations such as but not limited to farmers, ranchers, landowners, open space districts, nonprofits, and universities about the compost procurement and application program established under this agreement, benefits of compost use, and carbon farming. Contractor shall translate any material created to conduct outreach to Spanish, and Simplified Chinese as needed.
    - Contractor shall provide agricultural producers and other organizations with technical assistance to incorporate compost into their operations, such as soil sampling, identifying compost application rates, etc.
    - Contractor shall provide agricultural producers with information for funding opportunities for compost application, such as CDFA’s Healthy Soils Program and NRCS’s farm bill programs.
2. Compost Procurement
    - Contractor shall identify and recruit compost procurement and application projects for the compost procurement and application program established under this agreement that will help the City meet its SB 1383 recovered organic waste procurement requirements.
    - Contractor shall cover up to 75% of compost/hauling/spreading costs or provide funding as cost-share for other funding sources (whichever is less). If the program is oversubscribed, Contractor shall develop a system for equitable distribution of compost or ranking system to identify projects.

- Contractor shall track procurement credits attributed to the City, and where necessary, shall ensure that a signed agreement between the City, and project owner/compost recipient is in place prior to the purchase of compost. This shall be done in order for the City to claim SB 1383 procurement credit for procured compost in instances where the Contractor is not directly purchasing compost procured under this agreement.
- Contractor shall procure high-quality compost that is eligible to count towards the City's SB 1383 procurement target as described in the CA Senate Bill 1383 regulations.

3. Record Keeping & Reporting
   - Contractor shall keep documentation proving that SB 1383 procurement credit attributed to the City under this agreement is solely for the use of the City and not claimed by any other entity or jurisdiction for their SB 1383 reporting.
   - Contractor shall collect a release of liability waiver from all individuals who receive compost through the compost procurement and application program established under this agreement. Contractor shall provide all signed waivers to the City upon request.
   - Contractor shall collect a photo release form from all individuals who receive compost through the compost procurement and application program established under this agreement allowing the City to use photos taken under this agreement in public presentations, reports, or other outreach. Contractor shall provide all signed forms to the City upon request.
   - Contractor shall take pictures and/or videos of compost application projects.
   - Contractor shall calculate the net carbon sequestration associated with this agreement and attributed to the City.
   - Contractor shall provide the City with all procurement records associated with this agreement and required for the City's SB 1383 recycled organic waste procurement compliance recordkeeping and reporting.
4. Scaling Compost Procurement Opportunities
   - Contractor shall identify equipment and infrastructure necessary to increase compost use amongst agricultural producers in San Mateo County, provide cost estimates, and, if deemed necessary by the Contractor, design an equipment sharing program.
   - Contractor shall explore innovative strategies for the jurisdictions within San Mateo County to provide ongoing funding for this program beyond the term of the CalRecycle SB 1383 local assistance grant.

5. Administration
   - Contractor shall submit invoices quarterly. The City will receive 13.619% of the SB 1383 procurement credits associated with the contractor's compost procurement and application program, and therefore will be responsible for $172,891.53 which is $13.619% of the total project cost of $1,269,470.88.
   - Each quarterly invoice shall be accompanied by a progress report, which shall include updates on the Contractor's outreach, technical assistance, and compost procurement and application efforts completed during the reporting period. The

progress report may also include images of compost application projects for the jurisdiction to use in public reports, presentations, or other outreach.

- Contractor shall submit a final report by March 1, 2026 summarizing all outreach, technical assistance, and compost procurement and application efforts completed through this agreement; all costs associated with the project; the SB 1383 procurement and carbon sequestration credit accredited to the City; and a summary of the needs, strategies, opportunities identified in Task 4, and any other relevant information.

6. Procurement Only Subcontractors

The City expressly authorizes Contractor to subcontract with farmers, ranchers, nonprofits, and other organization to procure compost for application on land they own or manage ("Procurement Only Subcontractors") in order to meet the Contractor's requirements under this agreement and facilitate the City's compliance with its recovered organic waste product procurement requirements under SB 1383. Contractor shall require Procurement Only Subcontractors to provide an executed release of liability form and executed photo release form prior to procuring any compost on Contractor's behalf. Contractor shall require all Procurement Only Subcontractors to provide Contractor with all procurement records associated with Procurement Only Subcontractor's compost procurement required for the City's SB 1383 recycled organic waste procurement compliances recordkeeping and reporting. Under no circumstances shall Contractor obligate the City to any financial obligation beyond the do not exceed amount for this agreement through subcontracting.

7.

Additional Projects

- Contractor shall identify projects that help the City meet its SB 1383 recovered organic waste procurement requirements beyond compost procurement and application such as mulch procurement and application, composted mulch procurement and application, and/or other projects that help a jurisdiction to meet its procurement target. With written prior approval from the City and agreement from Contractor, Contractor shall carry out identified projects for this program if the cost of a project is comparable or less than compost application projects. Contractor shall collect a release of liability waiver and procurement records the City requires for its SB 1383 procurement compliance from all individuals or organization who receive any material through the program established under this agreement.

Rates

Negotiated Indirect Cost Rate Agreement (NICRA): 44%

Position Title/Description	Staff Name	Salary & Fringe Per Hour
Administrative Officer	Lau Hodges	$116
Biologist	Cleopatra Tuday	$101
Senior Conservation Program Manager	Amy Kaeser	$100
Conservation Program Manager	Timothy Federal	$90
Conservation Program Manager	Eliza Milio	$94
Conservation Program Specialist	Sara Polgar	$76
Conservation Project Coordinator	Maaya Hensman	$55
Senior Conservation Project Manager	Kasey Butler	$81
Forest Ecologist	David Cowman	$82
Conservation Project Manager	Christina Kelleher	$77
Conservation Project Manager	Caileen Viehweg	$73
Conservation Project Manager	Doug Millar	$74
Conservation Project Manager	Eddie Sanchez	$73
Senior Conservation Project Manager	Grace Allen	$73
Conservation Project Manager	Erica Harris	$82
Senior Conservation Project Manager	Stephanie MacDonald	$82
Conservation Project Manager	Jeff Raifsnider	$72
Director of Advancement	Adria Arko	$116
Director of Stewardship	Joe Issel	$137
Engagement Officer	Barb Kipreos	$94
Executive Director	Kellyx Nelson	$160
Santa Cruz Mountains Stewardship Network Manager	Dylan Skybrook	$90
Director of Water Resources	Jarrad Fisher	$133
Senior Conservation Technician	Andrew Hall	$82
Water Quality Program Manger	Noah Katz	$94
Conservation Project Associate	Ainé Javier	$52
Administrative Assistant	Cesar Aguilar	$56
Conservation Project Manager	Ryan Silsbee	$73

All other terms and conditions of the July 11, 2022 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement on the date set out below:

Dated:	CITY OF DALY CITY, a municipal corporation
	______________________________ Thomas J. Piccolotti City Manager
Dated:	SAN MATEO RESOURCE CONSERVATION DISTRICT
	____________________________________ [insert name] Executive Director

City Council Meeting Agenda Report

Item # _____

Meeting Date: March 11, 2024

Subject: **Accept and Appropriate Mattress Recycling Council Grant for a Pilot Study Project on Illegally Dumped Mattresses**

Recommended Action

Accept and appropriate a $44,069.04 grant for FY 2023/24 from the Mattress Recycling Council (MRC) for a pilot study project on illegally dumped mattresses.

Background/Discussion

The City of Daly City has been combating illegal dumping for years. As a result, the City launched C.L.E.A.N. Daly City in the Fall of 2020, an initiative to address illegal dumping as a unified community and to build pride for the neighborhoods we live in. The City has been tackling this issue by using the 4 E's: 1. Education, 2. Engagement, 3. Enforcement, and 4. Eradication. As Education and Engagement efforts continue, the City is empowering its community partners to follow the See Something, Say Something motto and requesting the assistance of the community as leaders in their own neighborhoods by becoming a C.L.E.A.N. Champion. The City is currently in Phase 3: Enforcement, which includes targeted enforcement efforts, as well as camera-based enforcement strategies to identify violators and prevent illegal dumping activities from recurring. Enforcement is intended to be a tool when education and engagement prove unsuccessful with certain violators.

Despite its best efforts, the City is seeing that targeted notices, camera-based enforcement, and community events, to name a few, are not enough to eradicate the illegal dumping of mattresses. In 3.5 years, an average of 1,290 mattresses are illegally dumped on Daly City streets. Two major challenges have been identified as factors to the illegal dumping of mattresses: 1) landlords fail to schedule bulky item pickups for multi-family dwellings, and 2) tenants and residents lack the transportation to get mattresses to community recycling events.

To participate in the MRC Pilot Study Project, Republic Services has agreed to partner with the City to host hyper-local neighborhood mattress collection in 12 different neighborhoods, specifically targeting "hot spots" and concentrations of multi-family dwellings. Between City staff and Republic Services staff, we can assist community members by bringing services to their places of residence versus having the residents come to City-sponsored collection events, such as the Earth Day and Make a Difference Day Events.

After completion of the 12 neighborhood events, the City and MRC will analyze data to determine if a reduction of illegally dumped mattresses was experienced during the study pilot project, compared to the same period in previous years.

Fiscal Impact

The grant revenue from MRC will be reimbursed to the City after the completion of each neighborhood event. The City of Daly City has through December 31, 2024 to expend the funding award.

Summary/Conclusion

Staff recommends that the City Council accept and appropriate a $44,069.04 grant for FY 2023/24 from the Mattress Recycling Council (MRC) for a pilot study project on illegally dumped mattresses.

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

Respectfully submitted,

Leilani Ramos
Assistant to the City Manager

**AGREEMENT BETWEEN
MATTRESS RECYCLING COUNCIL CALIFORNIA, LLC
AND CITY OF DALY CITY**

THIS AGREEMENT (hereafter "Agreement") is entered into as of ________________ ("Effective Date") by and between the Mattress Recycling Council California, LLC (hereafter "Client"), a Delaware limited liability company with its principal place of business located at 501 Wythe Street, Alexandria, VA , and City of Daly City (hereafter "Consultant"), a municipality with its principal place of business located 333 90th Street, Daly City, CA 94015.

WHEREAS, Client intends to engage Consultant to perform professional services involving an Illegally Dumped Mattress Pilot Project (hereafter "Project").

NOW, THEREFORE, Client and Consultant do hereby agree as follows:

ARTICLE 1--SCOPE OF SERVICES. Consultant shall provide professional services (hereafter "Services") as set forth in Attachment A ("Scope of Services"), in accordance with the terms and conditions of this Agreement. Unless expressly stated therein, the Scope of Services does not include testimony or responding to subpoenas.

1.1 Unless otherwise specified by Client, Consultant has the right to, at any time and in its sole discretion, (i) control and direct the means, manner and method by which the Services are performed, and (ii) perform the Services at any place or location and at such time as Consultant may reasonably determine.

1.2 Consultant has the right to perform services for others during the term of this Agreement as long as such other services do not interfere with the timely performance of the Services to be performed hereunder. Consultant certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Consultant from complying with the provisions hereof. Consultant will not enter into any such conflicting agreement during the term of this Agreement.

ARTICLE 2--RESPONSIBILITIES OF THE CLIENT. Client will:

2.1 Provide all criteria and full information as to its requirements for the Project.

2.2 Furnish Consultant with data, reports, surveys, and other materials and information required for the Project, except such of the foregoing as are included in the Services to be provided by Consultant.

2.3 Examine all studies, reports, proposals and other documents presented by Consultant to Client, and promptly render in writing Client's decisions pertaining thereto within a week, or, if a longer time is needed, within a period mutually agreed upon.

2.4 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Services rendered by Consultant. Consultant shall be responsible for the technical accuracy of its services and documents resulting from the Agreement. Consultant shall correct any deficiencies without additional compensation, except when such action is directly attributable to deficiencies in information provided by Client or any project site owner and Consultant relied on such information.

2.5 Furnish to Consultant, prior to execution of this Agreement, a copy of any standards or other requirements Client requires Consultant to follow in performing Services under this Agreement.

2.6 Provide to Consultant all budget requirements, if any, applicable to the Services and the Project.

ARTICLE 3--CHANGES IN THE SERVICES.

3.1 Changes may be made to the Services. Any changes in the scope or schedule of the Services under this Agreement must be in writing signed by the parties.

3.2 All changes to the Services shall be made pursuant to the change order form set out in Attachment C ("Change Order").

ARTICLE 4--PROJECT SCHEDULE.

4.1 The parties mutually agree upon the schedule for performance of the Services as set forth in the Scope of Services. The Project shall be completed no later than ____________________.

4.2 Consultant will begin performance of the Services upon Client's performance of all such Client responsibilities, as set out in Article 2, which are reasonably required in order for Consultant to begin and perform the Services in accordance with the schedule set forth in the Scope of Services.

ARTICLE 5-OWNERSHIP AND USE

5.1 Client shall own, in perpetuity, throughout the universe, all right, title and interest in and the results and proceeds of any report or other Work Product, as defined in Section 5.2 below, which arise out of Consultant's performance of services under this Agreement.

5.2 For purposes of this Agreement, "Work Product" means, collectively, all work product created, conceived, developed or first reduced to practice by Consultant, either solely or in collaboration with others, including written or visual materials recorded in any medium, and commentary, presentations, and analyses, which arise (directly or indirectly) out of Consultant's performance of services under this Agreement.

5.3. Client will own all right, title, and interest in all Work Product, including without limitation all subject matter for which Client may obtain and hold copyrights, registrations, and any intellectual property or other protections that may be available to Client. Without limiting the scope of this provision, all Work Product, to the extent copyrightable under the United States Copyright Act of 1976 (the "Act"), will be "works made for hire" pursuant to the Act, and MRC will thereby own all right, title and interest in all copyrightable Work Product. To the extent that any court of competent jurisdiction or any governmental or regulatory agency determines that Client does not own all right, title, and interests in any Work Product pursuant to this Agreement, or the Work Product or any part thereof will be deemed by a court of competent jurisdiction or any governmental or regulatory agency not to be a "work made for hire" within the meaning of the Act, then the provisions of this Agreement will still control and, for the consideration set forth herein, Consultant hereby irrevocably and absolutely assigns, sets over, and grants to Client, its successors, and assigns, the Work Product and all rights therein, including, but not limited to, any copyrights and renewals and extensions thereof. The rights contemplated by this assignment will include, without limitation, the right to copy, distribute, modify, alter, adapt, revise, and prepare derivative works from the Work Product.

5.4. This section shall survive the termination of the Agreement.

ARTICLE 6--COMPENSATION. For the Services described in the Scope of Services, Consultant shall be compensated as set forth in Attachment B (“Compensation Schedule”). The hourly compensation is inclusive of all fees and expenses incurred by the Consultant. Total fees for completion of the Services pursuant to this Agreement shall not exceed $100,000 absent a written Change Order in accordance with Article 3 of this Agreement.

ARTICLE 7--PAYMENT. Payment for Services rendered by Consultant shall be in accordance with the following:

7.1 Invoices will be submitted by Consultant upon completion of Project milestones or activities identified in the Scope of Services provided the Services being invoiced have been completed during the period for which funds are requested, but in no event shall Consultant submit more than one invoice per month and will indicate:

(a) Milestones or activities completed during the period invoiced, and
(b) time spent and the associated rates in performance of the Services.

7.2 Payments for undisputed invoices issued by Consultant are due and payable net 30.

7.3 Payments due Consultant under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within forty-five (45) days after the date of receipt of invoice.

7.4 If Client does not make timely payments, Consultant may suspend performance of its Services on the basis of non-performance on the part of Client.

When all amounts due are paid and adequate assurances of payment are given for all Services which have been rendered but not yet invoiced, as well as all future Services, Consultant will continue its Services.

7.5 Client reserves the right to refuse payment of any invoice or portion thereof that is not received in an acceptable form or for Services performed by the Consultant but not invoiced for more than 90 days.

7.6 Consultant, and not Client, shall be obligated to pay any and all taxes that relate to the compensation derived by Consultant hereunder. Neither federal nor state, nor local taxes of any kind shall be withheld or paid by Client with respect to Consultant.

7.7 Consultant acknowledges that it is not eligible for, and shall not participate in, any of Client's employee benefit plans or programs, including, but not limited to, bonus, profit sharing, vacation, health, pension, 401(k), incentive compensation, or other employee programs or policies.

ARTICLE 8— DISPUTES; ATTORNEY'S FEES. In any court action brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Interest will not accrue on any amounts for Services being disputed.

ARTICLE 9—INDEPENDENT CONTRACTOR STATUS.

9.1 The parties intend that the Consultant, in performing the Services specified herein, is acting as an independent contractor and that the Consultant will control the performance of the Services and the manner in which the Services are completed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

9.2 Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing Services on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.

9.3 Each party understands and agrees that all persons performing Services pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any Services performed by or on behalf of that party pursuant to this Agreement.

9.4 Client has no authority to manage, direct, or supervise employees, representatives, or agents of the Consultant, including how they perform the Services. Client does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services.

ARTICLE 10-- INDEMNIFICATION. Consultant shall indemnify and hold harmless Client from and against any liabilities, claims and causes of action which Client may suffer as a result of intentional or negligent acts, errors, or omissions, or the willful and reckless disregard of obligations under this Agreement on the part of Consultant or Consultant's agents, employees or subcontractors in the performance of this Agreement, excepting such liability to the extent it arises out of the negligence or the willful and reckless disregard of obligations under this Agreement on the part of Client or its agents, officers, employees and representatives.

ARTICLE 11-- INSURANCE. Consultant shall, during the performance of this Agreement, keep in force insurance or equivalent programs of self-insurance for; Workers' Compensation, including Employer's Liability for its employees, Commercial General Liability Insurance with a combined minimum limit of $1,000,000 for bodily injury and property damage, and Automobile Liability $1,000,000 per occurrence. The General Liability and Auto Liability policies shall be endorsed to include MRC California, LLC and its sole member and their officers, directors, agents, and employees as additional insureds and MRC California, LLC as the certificate holder. Certificates of insurance must be emailed to contracts@mrc-us,org in advance of the performance of services under this Agreement.

ARTICLE 12-- GENERAL PROVISIONS.

12.1 Consultant will perform its Services hereunder, as specified in Attachment A, in a timely manner. Consultant is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

12.2 Consultant shall be entitled to rely on information provided by Client. Consultant shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by the Client, or differ materially from what reasonably could have been anticipated given the nature of the Services.

12.3 Consultant shall perform its Services in accordance with the professional standards applicable to the Services provided (i.e., engineering, planning, consulting or others), at the time such Services are rendered. Consultant makes no other warranty, either expressed or implied, as part of this Agreement.

12.4 During the term of this Agreement and for a period of four (4) years after the termination of this Agreement, Consultant shall not disclose, or permit disclosure of any information designated by Client as confidential, except to its employees and other consultants who need such information in order to properly execute the Services of this Agreement, without the prior written authorization of Client. This provision shall not apply to information which: (1) has been published and is in the public domain, (2) has been provided to Consultant by third parties who have the legal right to possess and disclose the information, (3) was in the possession of Consultant prior to the disclosure of such information to Consultant by Client, (4) is required by law or any governmental agency to be disclosed, or (5) would require disclosure to comply with the ethical obligations of Consultant to protect the public, or required by court order or other operation of law.

12.5 Consultant agrees that all Client confidential information will remain the sole property of Client. Consultant agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Client Confidential Information.

12.6 Upon the termination of this Agreement, or upon Client's earlier request, Consultant will deliver to Client all of Client's property or Confidential Information obtained in relation to this Agreement that Consultant may have in Consultant's possession or control. Notwithstanding the foregoing, Consultant may retain any copies of Confidential Information as may be required to comply with any applicable federal, state or local law, regulation or regulatory authority to which Consultant is subject.

12.7 This Agreement shall be construed in accordance with the laws of the the State of California, U.S.A. without reference to its choice of law principles. The exclusive venue for any action brought to enforce this Agreement shall be the County of San Mateo Superior Court, Redwood City, CA

12.8 Client shall have the right, upon reasonable advance notice, to audit all records associated with the services performed and with the charges invoiced to Client pursuant to this Agreement. Such records shall be open to inspection and audit by authorized representatives of Client during normal business hours at the place where such records are kept until the completion or termination of this Agreement and for a minimum of four (4) years thereafter. Consultant shall require its subcontractors to similarly maintain records and to permit the inspection and audit of such records by Client upon similar conditions and time periods. Audit rights shall not extend to the profit margin and the make-up of Consultant's rates, except for that portion of the services priced on a cost reimbursable basis.

12.9 Consultant's relationship with Client under this Agreement will be that of independent contractor. Consultant will have control of all work and the manner in which it is performed. Nothing in this Agreement will be construed to designate Consultant, or any of its employees or subcontractors, as employees, agents, joint venturers or partners of Client.

12.10 This Agreement and every provision herein is for the exclusive benefit of the Consultant and the Client and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Consultant's or the Client's obligations under this Agreement.

12.11 Notwithstanding anything in this Agreement to the contrary, In no event will Client be liable for any indirect, special, consequential, punitive, or incidental losses or damages, whether based on breach of contract, tort (including negligence), or any other legal theory, even if advised of such potential damages.

12.12 In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.

12.13 No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition or provision hereof will constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition or provision hereof. No waiver of any term, warranty, representation, agreement, covenant, condition or provision hereof will be effective unless made in writing and signed by the party against which such waiver is sought to be enforced.

ARTICLE 13--TERMINATION OF AGREEMENT. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party without cause; by mutual written agreement of the parties; or by either party with one (1) days' written notice to the other in the event of a material failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, Consultant shall be paid for all Services performed by Consultant in accordance with the Scope of Work prior to the effective date of termination. The obligations set forth in Article 12 shall survive any termination of this Agreement.

ARTICLE 14—UNCONTROLLABLE CIRCUMSTANCES. Neither party will be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control ("Uncontrollable Circumstance(s)"), including, but not limited to strikes, riots, war, fire, acts of God or terrorism, pandemic, injunction, compliance with any applicable federal, state, local, and other laws, ordinances, rules, regulations or orders of any public body having jurisdiction, whether valid or invalid, whether now existing or hereafter created.

ARTICLE 15--DELEGATION OF DUTIES; ASSIGNMENT; SUCCESSORS. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect to all covenants of this Agreement.

ARTICLE 16--EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral, for Project. In the event any provision of this Agreement is determined to be invalid, the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 17 – NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by overnight courier for next business day delivery with signature required, or sent by First Class United States Mail, postage prepaid, and addressed as follows:

To: Mattress Recycling Council California, LLC
Attn: Legal Department
501 Wythe Street
Alexandria, VA 22314

To: City of Daly City
Attn: Leilani Ramos
333 90th Street
Daly City, CA 94015

Any notice delivered or sent as provided above will be deemed to have been properly made on the same day it is hand delivered (even if such delivery is refused), on the first business day after delivery to an overnight courier service with instructions for delivery on the next business day, or the third business day after being deposited in the U.S. Mail. Either party to this Agreement may change its address for notices hereunder by providing notice of such change to the other party in the manner set forth above.

ARTICLE 18 — COUNTERPARTS. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

ARTICLE 19--ELECTRONIC SIGNATURES. Unless otherwise prohibited by law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Consultant.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the dates written below.

MATTRESS RECYCLING COUNCIL CALIFORNIA, LLC	**CITY OF DALY CITY**
________________________	________________________
Catherine Lyons, Manager	**Thomas J. Piccolotti, City Manager**
________________________	________________________
Date	**Date**

____

MRC Legal Approval

ATTACHMENT A
SCOPE OF SERVICES, DELIVERABLES

Project Description:

Consultant intends to conduct a 8-month long pilot project that will directly bring resources to the community members most in need, in the form of hyper-local neighborhood mattress collection events that offer curbside mattress pickup in 12 different neighborhoods. The curbside mattress pickups will specifically target illegal dumping hotspots and concentrations of multi-family dwellings.

Commented [GH1]: @Taylor Grimes , please clarify as the deliverable are only extended out nine months vs. 12

Commented [TG2R1]: Revised to 10 months

Project Timeline

Project Timeline and Deliverables				
Activity	End Result	Staff/Contractor	Start Date	End Date
Neighborhood Curbside Pickup Event #1	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	4/1/2024	4/30/2024
Neighborhood Curbside Pickup Event #2	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	5/1/2024	5/30/2024
Neighborhood Curbside Pickup Event #3	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	5/1/2024	5/31/2024
Neighborhood Curbside Pickup Event #4	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	6/1/2024	6/30/2024

Project Timeline and Deliverables				
Neighborhood Curbside Pickup Event #5	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	6/1/2024	6/30/2024
Neighborhood Curbside Pickup Event #6	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	7/1/2024	7/31/2024
Neighborhood Curbside Pickup Event #7	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	8/1/2024	8/31/2024
Neighborhood Curbside Pickup Event #8	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	8/1/2024	8/31/2024
Neighborhood Curbside Pickup Event #9	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	9/1/2024	9/30/2024
Neighborhood Curbside Pickup Event #10	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	9/1/2024	9/30/2024
Neighborhood Curbside Pickup Event #11	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	10/1/2024	10/30/2024
Neighborhood Curbside Pickup Event #12	Reduction in mattresses dumped at this location	Leilani Ramos Monica Devincenzi Public Works Maintenance Workers Operations Drivers	11/1/2024	11/30/2024

A-2

ATTACHMENT B
COMPENSATION SCHEDULE

Client to reimburse Consultant for the following Services:

1. Hourly staff costs to implement the curbside mattress collection pilot and conduct outreach and education relevant to the pilot program and other mattress recycling options already available.
2. Estimated hours and hourly rates by classification are listed in the table below. Any adjustments to hourly rates to be mutually agreed upon by Client and Consultant

Compensation Schedule					
Activity	***City of Daly City Staff***	***Total Hours***	***Hourly Rate***	***Task Total Cost***	***Amount***
12 Neighborhood Curbside Pickup Events	3 City Operation Drivers Per Event	6 hours Per Event	$150.00 Per Driver	$900.00	$32,400.00
12 Neighborhood Curbside Pickup Events	2 City Street Maintenance Workers Per Event	3 hours Per Event	$162.07 Per Street Maintenance Worker	$486.21	$11,669.04
Total					$44,069.04

Client to submit payment to the following address:
Attention: Leilani Ramos, City of Daly City, 333 90th Street, Daly City, CA 94015

ATTACHMENT C

CHANGE ORDER
PURSUANT TO AGREEMENT
BETWEEN CONSULTANT AND CLIENT FOR PROFESSIONAL SERVICES

CHANGE ORDER _________________

1. Scope of Services to be Changed:

2. Schedule to be Changed:

3. Compensation to be Changed:

4. Special Provisions:

5. Agreement by the Parties: The parties have caused this Change Order to be executed by their duly authorized representatives.

CONSULTANT:	CLIENT:
______________________________ Thomas J. Piccolotti, City Manager City of Daly City	______________________________ Catherine Lyons, Manager Mattress Recycling Council California, LLC
__________________________ Date	__________________________ Date
	__________________________ MRC Legal Approval

City Council Agenda Report

Item # _____

Meeting Date: March 11, 2024

Subject: **Consider Partnership with Camp Unity to Host a 6-week Summer Camp Program at the Bayshore Community Center and Luau Finale at the Pacelli Event Center**

Recommended Action

Consider City partnership with Camp Unity to Host a 6-week summer camp program at the Bayshore Community Center beginning Monday, June 10, 2024 through Friday, July 19, 2024, as well as a Luau Finale at the Pacelli Event Center on Saturday, July 20, 2024, and consider fee waivers.

Background

The City has received a request from Camp Unity to partner on a 6-week summer camp program. The partnership would include use of the Bayshore Community Center 1st floor (gym and classroom), partition walls, sports equipment (volleyball, pickleball nets), and shared use of the kitchen and outdoor space. Camp Unity has expressed its commitment to prioritize Daly City registrations, especially those who participated in the Summer Youth Recreation Program (SYRP) at the Bayshore Community Center last summer.

With the relocation of the Boys & Girls Club of the Peninsula from the Bayshore Community Center to the Bayshore Elementary School in 2022, the Department of Recreation Services held its first SYRP camp at the Bayshore Community Center in Summer 2023, generating $13,200 in program registration revenue at this site location. SYRP serves youth ages 6-12 over the course of 6 weeks during the summer.

Camp Unity serves youth ages 6-18 from Daly City and the greater Bay Area to offer a unique learning journey that provides a culmination of academic advancement through creative learning experiences, including performing arts, music appreciation, workshops, field trips, and opportunities for Pacific Islander cultural enrichment (see workshops listed below).

Kinder to 4th Grade Workshops:

- Pacific Literature Read Alouds
- Polynesian Music Appreciation
- Polynesian Culture & Performing Arts
- Polynesian Visual Arts
- Samoan, Hawaiian & Tongan Language
- Sports Activities
- PLAY PLAY PLAY Recess Activities
- Pacific Children Films
- Community Service Tautua/Kokua
- Weekly Rallies
- Weekly Talent Show
- Weekly Field Trips

5th to 12th Grade Workshops:

- Pacific Film, Literature & Creative Writing
- Polynesian Music Appreciation Choral Group
- Polynesian Culture & Performing Arts
- Polynesian Visual Arts (Elei, Cooking, Photography Storytelling)
- Conversational Samoan
- Sports Clinics
- Weekly Rallies
- Weekly Talent Show
- Weekly Field Trips
- Snack Shack (Promoting Entrepreneurial Experiences)
- Community Service Tautua/Kokua

Discussion

The City Council may consider becoming an official event partner and waiving fees and other requirements for the rentals of the Bayshore Community Center, from Monday, June 10, 2024 through Friday, July 19, 2024, and the Pacelli Event Center on Saturday, July 20, 2024, from 9am to 5pm, as depicted in the following charts:

BAYSHORE COMMUNITY CENTER **Monday, June 10, 2024 through Friday, July 19, 2024, 8am-5pm**	**TOTAL**	**WAIVER REQUEST**
Hourly Fees (Daly City Non-Profit Hourly Rate $88/hour x 9 hours)* ($792/day x 28 days)**	$792	$22,176
Insurance (Non-Refundable)	$229	$229
Deposit (Refundable)	$400	
GRAND TOTAL	**$22,805**	**$22,405**

**Hourly Fee (Residents) is $110/hour.*
***Closed in observance of Juneteenth and Independence Day.*

PACELLI EVENT CENTER (Gym & Merced Room) **Saturday, July 20, 2024, 9am-5pm**	**TOTAL**	**WAIVER REQUEST**
Hourly Fees (Daly City Non-Profit Hourly Rate $168.75/hour x 8 hours)*	$168.75	$1,350
Insurance (Non-Refundable)	$147	$147
Deposit (Refundable)	$1000	
Custodial Fee (Mandatory)	$400	$400
GRAND TOTAL	**$1,715.75**	**$1,897**

**Hourly Fee (Residents) is $225/hour.*

Camp Unity will be required to submit payment for the $1,400 refundable deposit for both the Bayshore Community Center ($400) and the Pacelli Event Center ($1,000). The total fee waiver request amount is $24,302 for the term of the rental and special luau finale. The $147 and $229 non-refundable insurance fees are waived, as Camp Unity will add the City of Daly City as Additional Insured under their Liability Insurance Certificate.

Fiscal Impact

As the City previously generated $13,200 in revenue for SYRP, staff is recommending a cost recovery fee of $13,728 ($13,200 x 4% COLA) for this partnership that will be deposited into the Department of Recreation Services revenue account 01-131-142-3743.

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,

Leilani Ramos
Assistant to the City Manager

Denise Brown
Director of Recreation Services

City Council Agenda Report

Item # _____

Meeting Date: March 11, 2024

Subject: **Notice of Completion for the Outdoor Fitness Court Site Work: Lincoln Park, Westlake Park Project.**

Recommended Action

Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed for the Outdoor Fitness Court Site Work: Lincoln Park, Westlake Park Project.

Background

On March 14, 2022, City Council adopted Resolution No. 22-38, which allowed Daly City to accept two $30,000 grants (total of $60,000) from the National Fitness Campaign for two fitness courts. On July 25, 2022, City Council approved the purchase of outdoor fitness courts for Lincoln Park and Westlake Park.

On January 9, 2023, the City Council authorized the award of a construction contract to Golden Bay Construction, Inc. of Hayward, California, in the amount of $253,577.00 to complete the Base Bid of the Outdoor Fitness Court Site Work: Lincoln Park, Westlake Park Project.

The project prepared the sites at Lincoln Park and Westlake Park for outdoor exercise equipment that the City previously procured. The work involved site clearing and grubbing, grading, slab installation, landscaping, concrete work, lighting foundations, conduit installation, minor retaining walls, and more.

Discussion

Golden Bay Construction, Inc. has completed all improvements required by the construction contract documents for a total amount of $320,323.25, including three change orders in the amount of $66,746.25. The total dollar value of the change orders is 26.3% of the original contract award of $253,577.00. The change orders were issued for construction method alteration at the Lincoln Park and Westlake Park locations, and differences between estimated bid quantities and actual quantities.

Fiscal Impact

The construction contract was completed in the total amount of $320,323.25 with funds available in the FY 2024-2025 Capital Improvement Project (CIP) account 31-317-880, the Outdoor Fitness Court at Lincoln Park and in the FY 2024-25 CIP account 31-317-881, the Outdoor Fitness Court at Westlake Park.

Summary/Conclusion

The contractor’s work is now complete and acceptable for City maintenance. Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed for the Outdoor Fitness Court Site Work: Lincoln Park, Westlake Park Project.

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

Respectfully submitted,

Erick Reyes
Engineer I

Richard Chiu Jr.
Director of Public Works

Attachments:

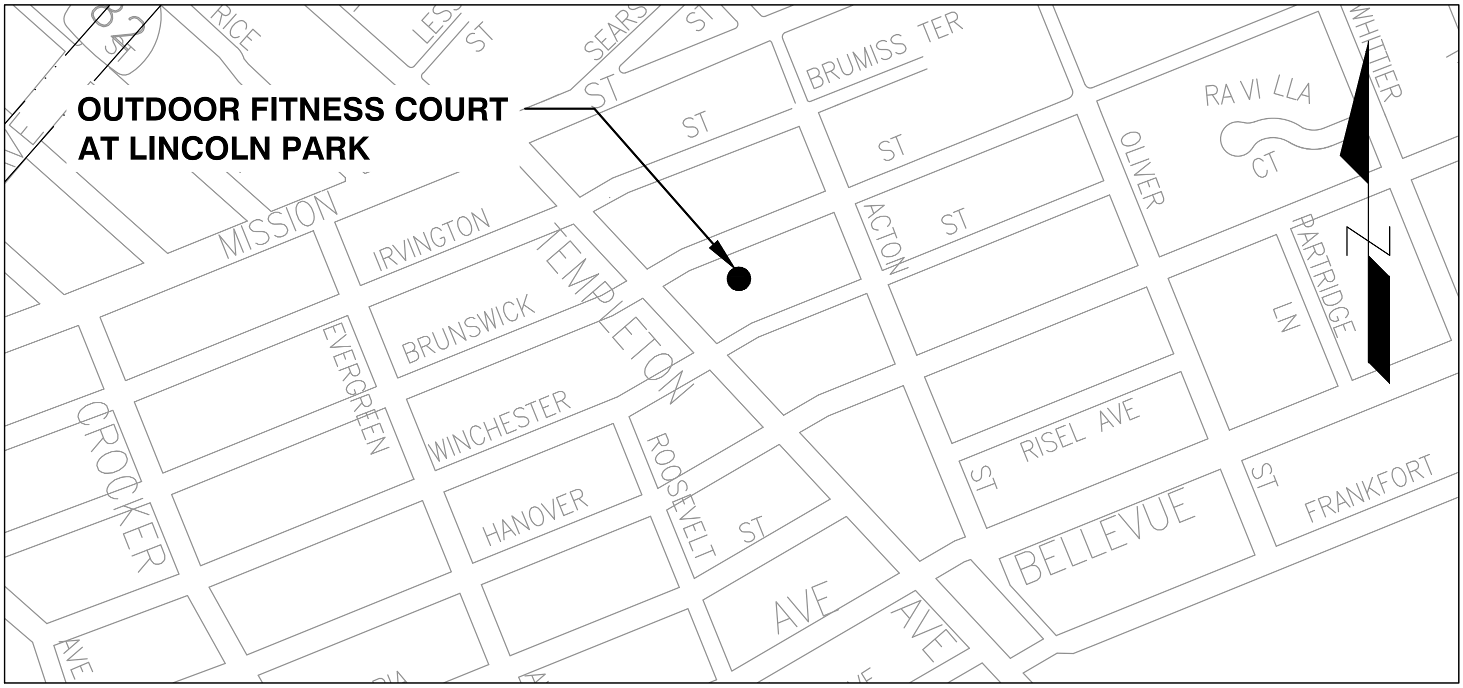
1. Project Location Map
2. Resolution
3. Notice of Completion

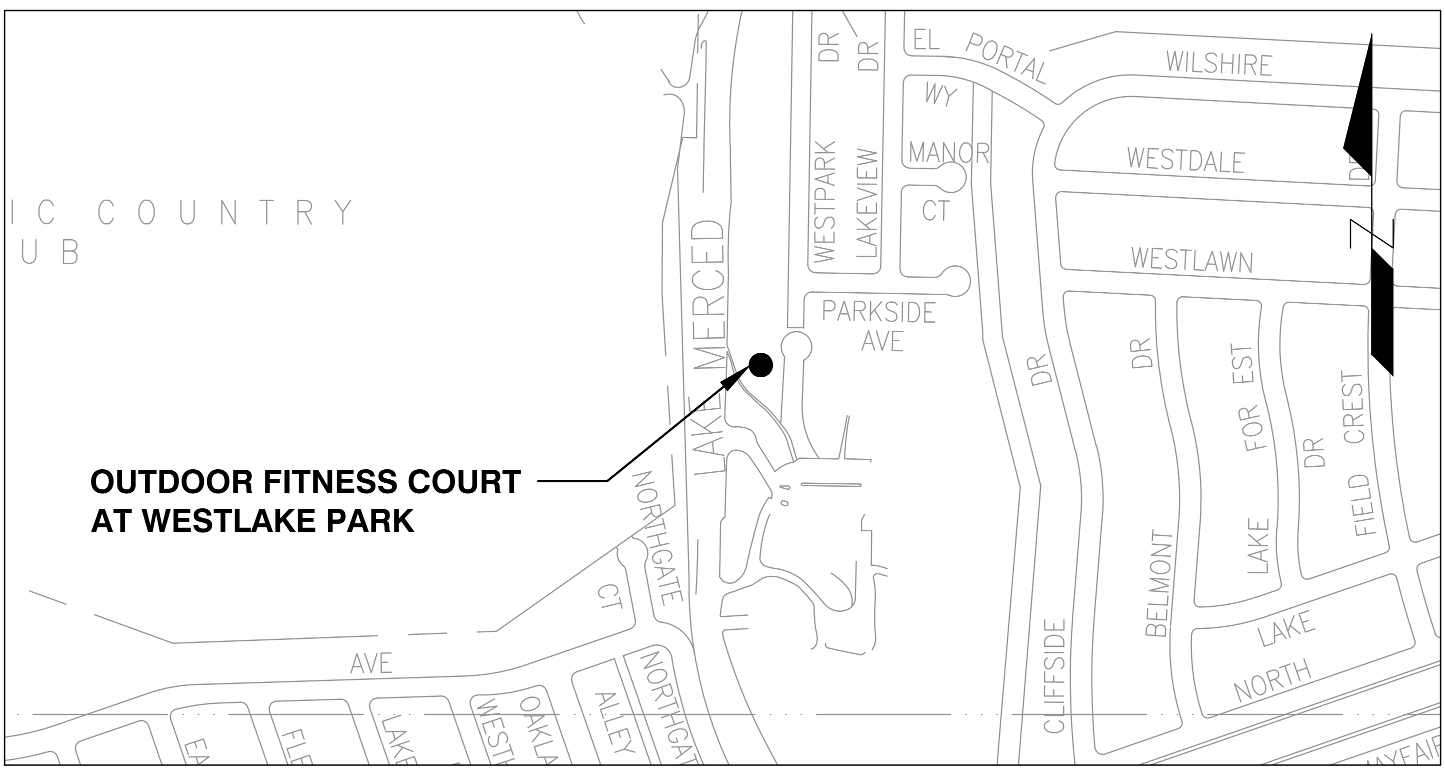
CITY OF DALY CITY

SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION MAP OF

OUTDOOR FITNESS COURT SITE WORK: LINCOLN PARK, WESTLAKE PARK





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1" = 500'-0"

RESOLUTION NO. _______

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

(Outdoor Fitness Court Site Work: Lincoln Park, Westlake Park Project)

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

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

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

OUTDOOR FITNESS COURT SITE WORK:
LINCOLN PARK, WESTLAKE PARK PROJECT

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

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _________day of ________________, 2024, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: ____

____

NOES, Councilmembers: ____

ABSENT, Councilmembers: ____

____
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

____
MAYOR OF THE CITY OF DALY CITY

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

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

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is: March 11, 2024

2. The owner of the work of improvements is: City of Daly City, a Municipal Corporation.

3. The address of the owner of the work of improvement is: City Hall
   333 - 90th Street
   Daly City, California 94015

4. The nature of the owner's interest or estate is: In fee.

5. The work of improvement is located in Daly City, California, and is particularly described as follows:

OUTDOOR FITNESS COURT SITE WORK:
LINCOLN PARK, WESTLAKE PARK PROJECT

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

Golden Bay Construction, Inc.
3826 Depot Road
Hayward, CA 94545

Dated:_______________________

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

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

CITY OF DALY CITY, OWNER

____
Richard Chiu, Jr., Public Works Director

STATE OF CALIFORNIA,

COUNTY OF ___SAN MATEO__________ } ss.

Subscribed and sworn to (or affirmed) before me on this ____________day of ________________, _2024_,

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

Signature ___________________________________

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

City Council Agenda Report

Item # _____

Meeting Date: March 11, 2024

Subject: **Appropriate Funds and Award a Construction Contract for the Civic Center North Human Resources Tenant Improvements Project**

Recommended Action

Staff recommends that the City Council:

1. Appropriate $546,336.00 of unallocated Civic Center Fund;

2. Appropriate $205,740.95 of unallocated General CIP Fund;

3. Approve the design documents for the Civic Center North Human Resources Tenant Improvements project;

4. Affirm the CEQA determination of Categorical Exemption;

5. Accept all responsive bids and award the construction contract to Zone 4 Construction, Inc. of San Carlos, California in the amount of $1,621,145.00; and

6. Authorize the City Manager or his designee to execute all necessary contracts to complete the project.

Background

The Civic Center North Human Resources Tenant Improvements project consists of three main elements:

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

On November 22, 2021, the City Council approved the use of American Rescue Plan Act (ARPA) funds for the HVAC system and associated improvements at Civic Center North as part of the Civic Center North HVAC System Replacement project. Furthermore, the FY2022-23 and FY2023-24 Capital Improvement Program allocated funds for the Civic Center North Human Resources Tenant Improvements and the Civic Center North HVAC Control Modernization projects.

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

Discussion

The construction bid documents were prepared by HGA of San Francisco, California.

The project's Notice of Inviting Bids was advertised on January 24, 2024. On February 5, 2024, twenty-six (26) contractors attended the mandatory pre-bid meeting at the Civic Center North building. On February 21, 2024, five (5) bids were received by the City. The five (5) bids and Engineer's Estimate are summarized as follows:

Bidder	Total Base Bid	Comments
1. Zone 4 Construction, Inc.	$1,621,145.00	Responsive Bid
2. Buhler Commercial	$1,794,492.00	Responsive Bid
3. Zoleman Construction, Inc.	$1,940,000.00	Responsive Bid
4. B.E.A.M. Construction Enterprises, Inc.	$1,978,000.00	Non-Responsive Bid
5. Arana Group Inc.	$2,011,416.00	Responsive Bid
Engineer's Estimate	**$1,325,685.00**	

Determination of the lowest responsive bidder was based on the lowest total base bid. Zone 4 Construction, Inc. of San Carlos, California, has been in business since 2001. This bidder holds the required Class B contractor's license, which is current and in good standing. The contractor's reference for work performed for the City of Redwood City, Palo Alto Unified School District, and Peninsula Health Care District are acceptable.

The low bid for this project is 22.3% higher than the Engineer's estimated cost. In the Bay Area's current construction industry market, increased cost for skilled labor and equipment has affected the bid prices of qualified contractors.

The current lease for the Human Resources Department offices at 295 89th Street will expire on November 30, 2024. The relocation of Human Resources Department to a city owned facility provides for long term stability and cost savings for the city.

The existing HVAC system for the first and second floor is outdated and needs to be improved for proper ventilation, air circulation, efficiency, and increased system reliability.

If the overall project is awarded as recommended, construction is anticipated to commence in April 2024 and be completed by the end of 2024.

Fiscal Impact

The total estimated construction cost for the subject project is $2,107,488.50, which includes the $1,621,145.00 construction contract, and an additional $486,343.50 (30%) for construction contingency, inspection, contract administration, and staff time.

$1,563,751.80 is the total estimated construction cost (including contingency) for the tenant improvements on the first floor of the Civic Center North building. $1,019,813.55 is available in General CIP Fund project account 31-313-909 – Civic Center North Tenant Improvements. An additional $543,938.25 is needed to fully fund the tenant improvements associated with the project.

$543,736.70 is the total estimated construction cost (including contingency) for the HVAC system replacement and control modernization of the Civic Center North building. $220,598.00 is available in General CIP Fund project account 31-313-929 – Civic Center North HVAC, and $115,000 is available in General CIP Fund project account 31-313-505 – Civic Center North HAVA Control. An additional $208,138.70 is needed to fully fund the HVAC portion of the project.

This action will appropriate $546,336.00 of unallocated Civic Center Fund and $205,740.95 of unallocated General CIP Fund to fully fund the Civic Center North Human Resources Tenant Improvements Project.

Summary/Conclusion

Staff recommends that the City Council:

1. Appropriate $546,336.00 of unallocated Civic Center Fund;

2. Appropriate $205,740.95 of unallocated General CIP Fund;

3. Approve the design documents for the Civic Center North Human Resources Tenant Improvements project;

4. Affirm the CEQA determination of Categorical Exemption;

5. Accept all responsive bids and award the construction contract to Zone 4 Construction, Inc. of San Carlos, California in the amount of $1,621,145.00; and

6. Authorize the City Manager or his designee to execute all necessary contracts to complete the project.

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

Respectfully submitted,

Richard Chiu, Jr.
Director of Public Works

Attachments:

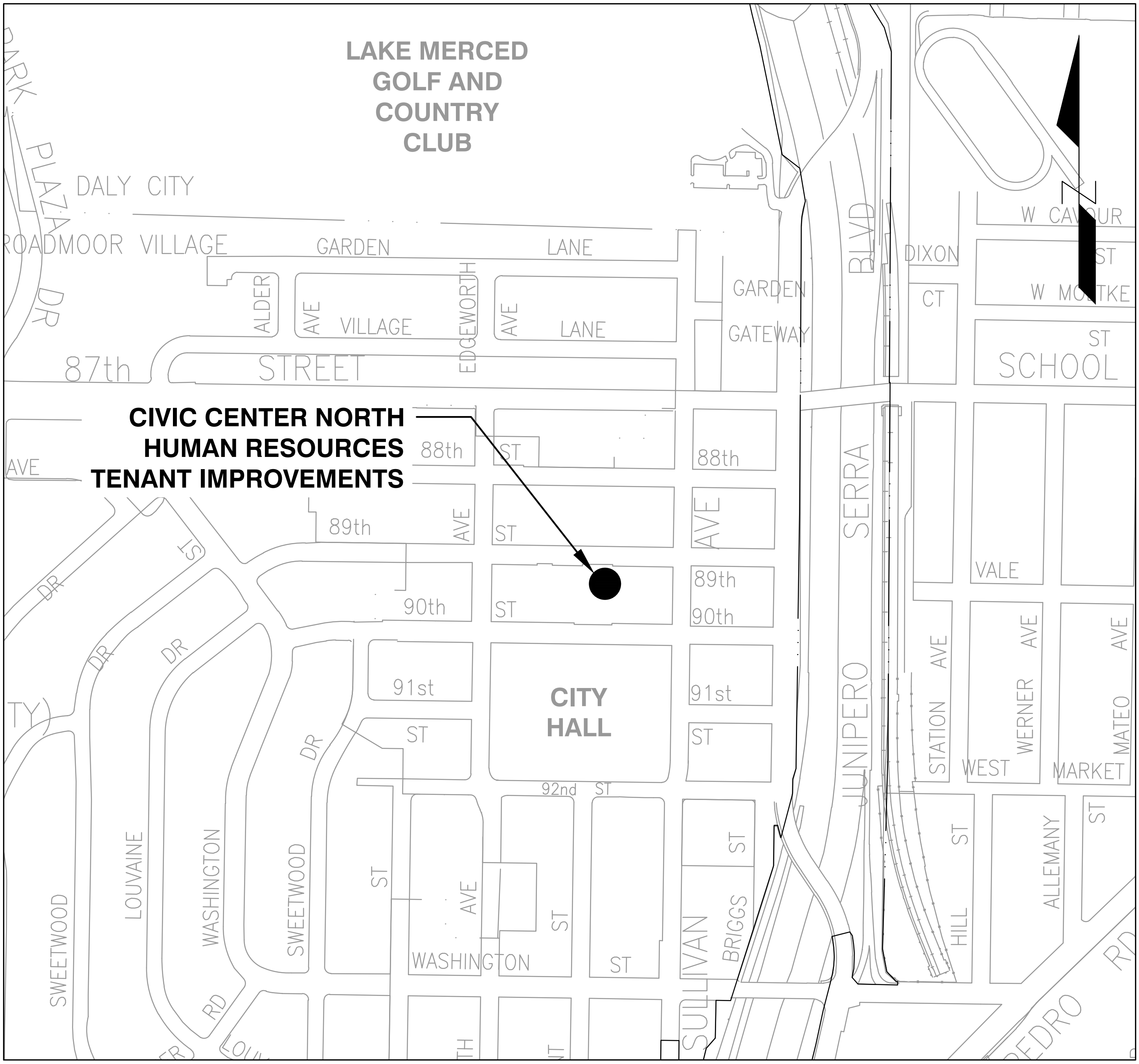
1. Project Location Map
2. Civic Center North Human Resources Tenant Improvements Plans and Specifications are available for viewing at the City Clerk's Office

CITY OF DALY CITY

SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION MAP OF

CIVIC CENTER NORTH
HUMAN RESOURCES
TENANT IMPROVEMENTS



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City Council Agenda Report

Item #______

Meeting Date: March 11, 2024

Subject: **2024 Statement of Investment Policy Update**

Recommended Action

Adoption of the City's updated Statement of Investment Policy.

Background

In order to comply with State law, the City must annually review our investment policy at a public meeting. As a trustee and fiduciary, the City Council is a subject to the prudent investor standard, and must annually delegate investment responsibility to the City Treasurer through the adoption of our Statement of Investment Policy.

The City has contracted with Chandler Asset Management to review and update the City's Statement of Investment Policy to ensure the City is in compliance with California Government Code and that it meets the City's Investment objectives.

Discussion

The modifications made to the Investment Policy to achieve the City's Investment objectives include:

III. Investment Objectives - Return on Investments
- Revise language involving expectations of returns

IV. Standards of Care (B.) Ethics and Conflicts of Interest
- Use thorough language mirroring CA Government Code

VI. Authorized and Suitable Investments
- Revise format and parameter descriptions to list form, rather than tables, for Authorized and Suitable Investments
- Remove Reverse Repurchase Agreements from Authorized Investments
- Include additional asset classes permitted under CA Government Code
  - o Other CA LGIPs i.e. CAMP, CalTRUST, California CLASS
  - o Corporate Medium Term Notes (MTNs)
  - o Asset-Backed, Mortgage-Baked, Mortgage Pass-Through, and Collateralized Mortgage Obligations
  - o Supranationals

VIII. Diversification, Maximum Maturities, and Credit Quality
- Expand language defining (1) Mitigating Credit Risk (2) Mitigating Market Risk

IX. Performance [Evaluation]
- Address risk and legal constraints
- Include language referencing and setting a benchmark to assess performance

XII. Appendix A-Investment Types; XIII. Glossary of Investment Terms

- Remove both appendixes and combine both into a single Glossary of Investment Terms

Summary/Conclusion

Consideration and adoption of the City's updated Statement of Investment Policy is necessary to stay in conformance with state law, as well as have a formal document which clearly outlines our Investment Policy and purpose for the investment of the City's funds.

I am available to provide any additional information desired by the Mayor or Council members.

Respectfully submitted,

Daneca Halvorson

Daneca Halvorson

City Treasurer

Attachment: Statement of Investment Policy

cc with attachment: City Manager
City Attorney
City Clerk

CITY OF DALY CITY, CALIFORNIA

STATEMENT OF INVESTMENT POLICY
2024

2024

CITY OF DALY CITY

STATEMENT OF INVESTMENT POLICY

TABLE OF CONTENTS

I. INTRODUCTION

Moneys not required for immediate expenditure by the City of Daly City shall be invested in compliance with governing provisions of law and this policy. The City will maintain adequate cash availability while ensuring that principal invested is protected from loss. Only after those two overriding requirements are met will the City strive for maximum yield on invested idle funds.

II. SCOPE

This investment policy applies to all financial assets under direct control of the City of Daly City. These funds are accounted for in the City's Annual Comprehensive Financial Report (ACFR) and include the General Fund, Special Revenue Funds, Capital Project Fund, Enterprise Funds, Internal Service Funds, certain Agency Funds, and other funds that may be created from time to time.

This policy does not apply to investment activities of moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or certificates of participation, or assets of the City-sponsored Deferred Compensation Plan. Such funds are invested in accordance with statutory provisions governing the issuance, or in accordance with the ordinance, resolution, indenture, or agreement of the City which provides for the issuance, or the instructions of the participants. These funds are identified in the ACFR as Cash with Fiscal Agent, debt service components of certain Enterprise Funds, or as Amounts Due Participants in the Deferred Compensation Plan.

III. INVESTMENT OBJECTIVES

The primary objectives, in priority order, of the City of Daly City's investment activities shall be:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate credit risk and interest rate risk.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

C. Return on Investments

The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. STANDARDS OF CARE

A. Prudence

The City adheres to the guidance provided by the "prudent investor standard," which obligates a fiduciary to ensure that investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of individual business matters, not for speculation but for investment. Exercise of prudence considers the probable safety of capital as well as the probable income to be derived.

This standard of prudence shall be applied in the context of managing an overall portfolio. Investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion, and appropriate action is taken to control adverse developments.

B. Ethics and Conflicts of Interest

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus, employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the Finance Director any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

All participants in the investment process are required to comply with terms of the Political Reform Act, Fair Political Practices Commission Regulations promulgated thereunder (2 C.C.R. §§ 18110 through 18998), the City's Conflict of Interest Policy, including, without limitation, filing of Form 700, notification and recusal obligations, and Government Code section 1090 prohibitions.

V. SAFEKEEPING AND CUSTODY

A. Authorized Financial Dealers and Institutions

1. Broker/Dealers

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence. These may include 'primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

The Treasurer shall determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with City include:

a. Primary government dealers as designated by the Federal Reserve Bank;
b. Nationally or state-chartered banks;
c. The Federal Reserve Bank; and,
d. Direct issuers of securities eligible for purchase.

All broker/dealers who desire to become qualified for investment transactions must supply the following (as appropriate):

- Proof of Financial Industry Regulatory Authority certification
- Proof of State registration
- Certification of having read the City's investment policy, including a statement that the dealer shall make a good faith effort to ensure that recommended investments conform to this policy
- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Evidence of adequate insurance coverage

Selection of financial institutions and broker/dealers authorized to engage in transactions with the City shall be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

2. <u>Financial Institutions</u>

The Treasurer shall establish selection criteria for approval of institutions to do business with the City of Daly City. To qualify for consideration, an institution must have an office in California and that office must perform the transactions with the City. Additionally, all financial institutions who desire to become depositories must supply the following (as appropriate):

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of state registration
- Evidence of adequate insurance coverage

Upon adoption, and when changes are made thereafter, the City shall send a copy of the current investment policy to all parties doing business with the City. Confirmation of receipt of this policy shall be considered evidence that the dealer understands the City's investment policies and intends to show the City only appropriate investments.

3. <u>Competitive Transactions</u>

The Treasurer shall obtain competitive bid information on all purchases of investment instruments purchased on the secondary market (excluding FDIC Insured certificates of deposit). A competitive bid can be executed through a bidding process involving at least three separate brokers/

financial institutions or through the use of a nationally recognized trading platform.
If the City is offered a security for which there is no readily available competitive offering on the same specific issue, then the Treasurer shall document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price.

If the City hires an investment adviser to provide investment management services, the adviser must provide documentation of competitive pricing execution on each transaction. The investment adviser will retain documentation and provide upon request.

B. Delivery Versus Payment

Securities transactions, including collateral for repurchase agreements, shall be executed on a delivery vs. payment (DVP) basis. Funds are not wire-transferred until securities are delivered into safekeeping with the City's third-party custodian. The custodial relationship is subject to an agreement for services which may be separate from the agreement for other banking services. The safekeeping requirement does not apply to LAIF, purchase of mutual funds or securities which are physically delivered to the City.

C. Third-Party Safekeeping

Securities will be held by an independent third-party safekeeping institution selected by the City. All securities will be evidenced by safekeeping receipts in the City's name. The safekeeping institution shall annually provide a copy of its most recent report on internal controls - Service Organization Control Reports (formerly 70, or SAS 70) prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (effective June 15, 2011.)

D. Internal Control

The City Treasurer shall establish a system of internal controls, which shall be documented in writing. These controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

VI. AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by California Government Code, Sections 53600 *et seq*. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and issuer to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **MUNICIPAL SECURITIES** include obligations of the City of Daly City, the State of California and any local agency within the State of California, provided that:

- The securities are rated in a rating category of "A" or its equivalent or better by at least one "NRSRO".
- No more than 5% of the total portfolio may be invested in any single issuer.
- No more than 30% of the total portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

- The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
- No more than 5% of the total portfolio may be invested in any single issuer.
- No more than 30% of the total portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

- The maximum maturity does not exceed five (5) years.

4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:

- No more than 30% of the total portfolio may be invested in any single Agency/GSE issuer.
- No more than 20% of the total portfolio may be invested in callable agency securities.
- The maximum maturity does not exceed five (5) years.

5. **BANKER'S ACCEPTANCES,** provided that**:**

- They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 40% of the total portfolio may be invested in Banker's Acceptances.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 180 days.

6. **COMMERCIAL PAPER**, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

    a. **SECURITIES** issued by corporations:

        (i) A corporation organized and operating in the United States with assets more than $500 million.
        (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
        (iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

    b. **SECURITIES** issued by other entities:

        (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
        (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
        (iii)The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

- No more than 10% of the outstanding commercial paper of any single issuer.
- No more than 25% of the City's investment assets under management may be invested in Commercial Paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the total portfolio may be invested in Commercial Paper if the City's investment assets under management are greater than $100,000,000.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 270 days.

7. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDS)**, issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than 5% of the total portfolio may be invested in any single issuer.

- The maximum maturity does not exceed five (5) years.

8. **FEDERALLY INSURED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

- The amount per institution is limited to the maximum covered under federal insurance.
- No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

9. **COLLATERALIZED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

- No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

10. **PLACEMENT SERVICE DEPOSITS**, provided that:

- No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
- Under a provision sunsetting on January 1, 2026, no more than 50% of the portfolio may be invested in deposits through a placement service, including Certificates of Deposit, if the Agency is a city, district or local agency that does not pool money with other local agencies.
- The maximum maturity does not exceed five (5) years.

11. **COLLATERALIZED BANK DEPOSITS.** The City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

12. **REPURCHASE AGREEMENTS** collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

13. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF), provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Treasurer to adequately judge the risk inherent in LAIF's portfolio.

14. LOCAL GOVERNMENT INVESTMENT POOLS

- Including Other LGIPs permitted by the City, including San Mateo County Treasurer's Pool, CalTRUST, California Asset Management Program (CAMP), and California Class, or Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria: (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission. (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive. (3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).
- There is no issuer limitation for Local Government Investment Pools

15. CORPORATE MEDIUM TERM NOTES (MTNS), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

16. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY, provided that:

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the total portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum maturity does not exceed five (5) years.

17. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

a. **Mutual Funds** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

   (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
   (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.

- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. **Money Market Mutual Funds** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

   (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
   (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.

- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

c. No more than 20% of the total portfolio may be invested in these securities.

18. Supranationals, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

VII. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.

- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

VIII. INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. Annually, the City Treasurer shall seek responses to the following questions from any investment pool or mutual fund in which the City invests:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how it is assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

IX. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDS). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an City of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

Repurchase Agreements. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

X. DIVERSIFICATION, MAXIMUM MATURITES, AND CREDIT QUALITY

The City will diversify its investments by security type, maturity, and institution in order to reduce market and credit risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions. Diversification strategies shall be established by the Treasurer and will be determined based on our investment objectives of Safety, Liquidity, and Return. There is no minimum Portfolio percentage and/or dollar limit for diversification. The maximum Portfolio percentage and/or dollar limits for diversification are indicated in Section VI, Authorized and Suitable Investments.

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Generally, no investment shall be made in any security which, at the time of the investment, has a term remaining to maturity in excess of five years. However, the City Council specifically grants the authority to the City Treasurer to invest a maximum of $14,000,000 of the City's portfolio in Government National Mortgage Association securities which, at the time of investment, have terms remaining to maturity in excess of five years. Additionally, the City Council may grant express authority to exceed this term for this or other individual investments.

1. **Mitigating Credit Risk in the Portfolio**. Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.

- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

- Any actions taken related to the downgrade by the investment manager will be communicated to the Treasurer in a timely manner.

- If a decision is made to retain the security, the situation will be monitored and reported to the City Council.

2. **Mitigating Market Risk in the Portfolio**. Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

   The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.

- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.

- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

No more than 5% of the portfolio may be invested in any one issuer, excluding Treasuries and Federal Agency issuers, California LGIPs such as Local Agency Investment Fund (LAIF), CAMP, CalTRUST, San Mateo County Treasurer's Pool, and FDIC Insured/ Collateralized investments. Investments into the State of California Local Investment Fund and the San Mateo County Investment Pool meet our diversification requirements.

The City will diversify its investments by security type, maturity, and institution in order to reduce market and credit risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions. Diversification strategies shall be established by the Treasurer and will be determined based on our investment objectives of Safety, Liquidity, and Return. There is no minimum Portfolio percentage and/or dollar limit for diversification. The maximum Portfolio percentage and/or dollar limits for diversification are indicated in Section VI, Authorized and Suitable Investments.

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Generally, no investment shall be made in any security which, at the time of the investment, has a term remaining to maturity in excess of five years. However, the City Council specifically grants the authority to the City Treasurer to invest a maximum of $14,000,000 of the

City's portfolio in Government National Mortgage Association securities which, at the time of investment, have terms remaining to maturity in excess of five years. Additionally, the City Council may grant express authority to exceed this term for this or other individual investments.

XI. PERFORMANCE EVALUATION

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a market benchmark. Benchmarks may change over time based on changes in market conditions or cash flow requirements.

XII. INVESTMENT REPORTING

The City Treasurer will make quarterly reports to the City Council within 45 days after the end of quarter. The reports will include the following informational items:

- A listing of all securities, investments, and moneys held by the City, showing the type of investment, issuer, date of maturity, rate of interest earned over the quarter, par, and dollar amount invested.

- A description of any of the City's funds, investments, or programs that are under the management of contracted parties, including lending programs.

- With respect to all securities held by the City, and under management of any outside party that is not also a local agency of the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.

- The transaction details of any transactions in the City's portfolio, including reinvestments, purchases, and sales of securities.

- A statement that the portfolio conforms to this Statement of Investment Policy or the manner in which the portfolio is not in compliance.

- A statement of the City's ability to meet its cash pool expenditure requirements for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.

XIII. AUTHORITY TO INVEST MONIES

Pursuant to Government Code § 53600 et. Seq., with the annual adoption of this Statement of Investment Policy, the City Council hereby delegates the authority to invest or reinvest funds of the City, and sell or exchange securities so purchased, to the City Treasurer for a one-year period, who will thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, in accordance with this Statement of Investment Policy.

XIV. ADOPTION

The investment policy shall be adopted by resolution of the City Council of the City of Daly City. The policy shall be reviewed at a public meeting on an annual basis by the City Council and any modifications to the policy must be approved by the City Council.

XV. GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from their own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. Intrafi is an entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for their own position.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

FIDUCIARY. A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in the other's best interests.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin. The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market Risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market Value. The price at which a security can be traded.

Maturity. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

Medium Term Notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified Duration. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money Market. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

Money Market Mutual Fund. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at $1 per share.

Mortgage Pass-Through Securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual Fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Negotiable Certificate of Deposit (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

Paydown. A reduction in the principal amount owed on a bond, loan, or other debt.

Primary Dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

Prudent Investor (Prudent Person) Rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Repurchase Agreement. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Securities and Exchange Commission (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

Securities and Exchange Commission (SEC) Rule 15c3-1. An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

Structured Note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total Rate of Return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. Treasury Obligations. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury Bills. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

Treasury Notes. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.