



AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY  
ONLINE ONLY MEETING

<https://www.nationalcityca.gov/webcast>

LIVE WEBCAST  
COUNCIL CHAMBERS  
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA

TUESDAY, FEBRUARY 2, 2021 – 6:00 PM

**ALEJANDRA SOTELO-SOLIS**  
Mayor

**JOSE RODRIGUEZ**  
Vice Mayor

**MARCUS BUSH**  
Councilmember

**RON MORRISON**  
Councilmember

**MONA RIOS**  
Councilmember

**NOTICE:** The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). **The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.**

As a result, the City Council Meeting will occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meeting may be viewed on the city's website at [www.nationalcityca.gov](http://www.nationalcityca.gov). For Public Comments see **"PUBLIC COMMENTS"** section below

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review on the City's website at [www.nationalcityca.gov](http://www.nationalcityca.gov). Regular Meetings of the Elected Body are webcast and archived on the City's website at [www.nationalcityca.gov](http://www.nationalcityca.gov).

**PUBLIC COMMENTS:** The City Council will receive public comments via e-mail at [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov) regarding any matters within the jurisdiction of the City Council. **Written comments or testimony from the public (limited to three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. All comments received from the public will be made a part of the record of the meeting.**

1243 National City Blvd.  
National City, CA 91950  
619-336-4240

Meeting agendas and  
minutes available on the  
City's website at  
[WWW.NATIONALCITYCA.GOV](http://WWW.NATIONALCITYCA.GOV)

The time limit established for public testimony is three minutes per speaker. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**AVISO:** La salud y el bienestar de los residentes, visitantes y empleados de National City durante el brote de COVID-19 sigue siendo nuestra máxima prioridad. El Ayuntamiento de la Ciudad de National City se está coordinando con la Agencia de Salud y Servicios Humanos del Condado de San Diego y otras agencias para tomar medidas con el fin de monitorear y reducir la propagación del nuevo coronavirus (COVID-19). La Organización Mundial de la Salud declaró el brote como una pandemia global y se han manifestado emergencias locales y estatales que resultan en la suspensión de ciertas leyes de reuniones públicas, tal como la Ley Brown.

Como resultado de ello, la junta del Concejo Municipal del Ayuntamiento se llevará a cabo solamente en línea para garantizar la seguridad de los residentes, empleados y comunidades locales que atendemos. Se podrá ver una transmisión en vivo de la junta en el sitio web del Ayuntamiento en [www.nationalcityca.gov](http://www.nationalcityca.gov). Para comentarios públicos, vea la sección “COMENTARIOS PÚBLICOS” más adelante.

**ORDEN DEL DÍA:** Las sesiones públicas de todas las juntas ordinarias del Concejo Municipal/Comisión de Desarrollo Comunitario - Autoridad de Vivienda (en lo sucesivo denominado Órgano Electo) inician a las 6:00 p.m. el primer y tercer martes de cada mes. Las audiencias públicas inician a las 6:00 p.m., a menos que se indique lo contrario. Las juntas cerradas inician en sesión abierta a las 5:00 p.m. o en cualquier otro momento que se indique, y tras anunciar los temas de la sesión cerrada, la junta se realiza como sesión cerrada. Si se programa una reunión de discusión y análisis, el tema y la hora de la misma aparecerán en la agenda. La Alcaldesa y los Concejales se reúnen por igual que el Presidente y los integrantes del Consejo de la Comisión de Desarrollo Comunitario.

**INFORMES:** Todos los temas e informes de la agenda de la sesión abierta, así como todos los documentos y escritos entregados al Órgano Electo menos de 72 horas antes de la sesión, aparecerán en el sitio web del Ayuntamiento. Las juntas ordinarias del Órgano Electo se transmiten por Internet y se archivan en el sitio web del Ayuntamiento en [www.nationalcityca.gov](http://www.nationalcityca.gov).

**COMENTARIOS PÚBLICOS:** El Concejo Municipal recibirá comentarios públicos por correo electrónico en [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov) sobre cualquier asunto dentro de la jurisdicción del Concejo

Municipal. **Los comentarios escritos o el testimonio del público (limitado a tres minutos) deben enviarse por correo electrónico antes de las 4:00 p.m. en el día de la sesión del Concejo Municipal. Todos los comentarios recibidos del público formarán parte del acta de la sesión.**

**AGENDA ESCRITA:** Con contadas excepciones, el Órgano Electo puede tomar medidas únicamente sobre los temas que aparecen en la agenda escrita. Los temas que no aparezcan en la agenda deben aparecer en una agenda subsecuente, a menos que sean de emergencia o urgencia demostrada, y la necesidad de tomar medidas sobre esos temas haya surgido después de haber sido publicada la agenda.

**CALENDARIO DE CONSENTIMIENTO:** Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

Previa solicitud, esta agenda puede estar disponible en formatos alternativos apropiados para personas con discapacidades, en observancia de la Ley de Estadounidenses con Discapacidades. Llame al teléfono (619) 336-4228 de la Oficina del Secretario del Ayuntamiento para solicitar una modificación o adaptación de acceso relativa a la discapacidad. Notificar 24 horas antes de la sesión permitirá al Ayuntamiento hacer arreglos razonables para garantizar la accesibilidad a esta junta.

## **OPEN TO THE PUBLIC**

### **A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS AND CERTIFICATES**

**AWARDS AND RECOGNITIONS**

**PRESENTATIONS (FIVE-MINUTE TIME LIMIT)**

1. [County of San Diego Partnership on Vaccine Rollout. \(Barbara Jimenez and Chief Frank Parra\)](#)

**INTERVIEWS / APPOINTMENTS**

**REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)**

**CONSENT CALENDAR**

2. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
3. [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Portillo Concrete, Inc. for the Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements, CIP No. 19-17; 2\) approving the final contract amount of \\$531,571.79; 5\) ratifying the release of retention in the amount of \\$26,578.59; and 6\) ratifying the signing of the Notice of Completion for the project. \(Engineering/Public Works\)](#)
4. [Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista for the purchase of three \(3\) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUVs in an amount not to exceed \\$118,881.03. \(Engineering/Public Works\)](#)

5. [Warrant Register #25 for the period of 12/16/20 through 12/22/20 in the amount of \\$552,952.55. \(Finance\)](#)
6. [Warrant Register #26 for the period of 12/23/20 through 12/29/20 in the amount of \\$1,113,274.01. \(Finance\)](#)
7. [Warrant Register #27 for the period of 12/30/20 through 1/05/21 in the amount of \\$1,334,676.58. \(Finance\)](#)

## **PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

### **NON CONSENT RESOLUTIONS**

8. [Resolution of the City Council of the City of National City: \(1\) approving an Affordable Housing Density Bonus Agreement with Kimball Apartments, LLC, a California limited liability company, restricting the rent and occupancy of five \(5\) units to moderate income households in exchange for one density bonus concession pursuant to California Government Code Sections 65915 – 65918 for the development of 52 housing units located at 1126 E 8th Street in National City; and \(2\) approving a Subordination and Intercreditor Agreement with Citizens Business Bank subordinating said Affordable Housing Density Bonus Agreement. \(Housing Authority\)](#)
9. [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a Power Your Drive for Parks Public Electric Vehicle Charging Program Participation Agreement with San Diego Gas & Electric Company \(SDG&E\) for the installation of six Electric Vehicle Charging Stations, associated equipment and infrastructure, at Las Palmas Park \(located at 1810 E. 22nd Street\) to be used by the public, at their own expense, as part of SDG&E's "Power Your Drive for Parks" Program, and 2\) granting and authorizing the recordation of an easement on parcel No. 561-360-35-00 to SDG&E for the installation of electric vehicle charging station infrastructure. \(Engineering/Public Works\)](#)
10. [Resolution of the City Council of the City of National City: 1\) awarding a contract to Eagle Paving Company, Inc. in the not-to-exceed amount of \\$1,086,911.00 for the Sweetwater Road Safety Enhancement Project, CIP No. 19-12; 2\) authorizing a 15% contingency in the amount of \\$163,036.65 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)
11. [Resolution of the City Council of the City of National City, California, approving update to City Council Policy No. 107 entitled: Appointments to Boards, Commissions and Committees. \(City Manager\)](#)

### **NEW BUSINESS**

#### **B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

**CONSENT RESOLUTIONS - HOUSING AUTHORITY**

**PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY**

**NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

**NEW BUSINESS - HOUSING AUTHORITY**

**C. REPORTS**

**STAFF REPORTS**

12. [Presentation on City owned Real Property available for future development. \(Housing Authority\)](#)
13. [City Manager Report. \(City Manager\)](#)

**MAYOR AND CITY COUNCIL**

**CLOSED SESSION**

**CLOSED SESSION REPORT**

**ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - February 16, 2021 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [County of San Diego Partnership on Vaccine Rollout. \(Barbara Jimenez and Chief Frank Parra\)](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_  
02/02/21

**County of San Diego Partnership on Vaccine Rollout**

**(Barbara Jimenez and Chief Frank Parra)**

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
02/02/21

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Portillo Concrete, Inc. for the Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements, CIP No. 19-17; 2\) approving the final contract amount of \\$531,571.79; 5\) ratifying the release of retention in the amount of \\$26,578.59; and 6\) ratifying the signing of the Notice of Completion for the project. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 2, 2021

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) accepting the work performed by Portillo Concrete, Inc. for the Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements, CIP No. 19-17; 2) approving the final contract amount of \$531,571.79; 3) ratifying the release of retention in the amount of \$26,578.59; and 4) ratifying the signing of the Notice of Completion for the project.

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil

C.H.

**DEPARTMENT:**

Engineering/Public Works

**APPROVED BY:**



**PHONE:** 619-336-4388

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_

Finance

**APPROVED:** \_\_\_\_\_

MIS

**ENVIRONMENTAL REVIEW:**

A CEQA Categorical Exemption was determined on March 1, 2018.

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution accepting the work performed by Portillo Concrete, Inc. for the Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements, CIP No. 19-17 and approving the final contract amount of \$531,571.79.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

The project provided street resurfacing and restriping on Division Street between Euclid Avenue and Harbison Avenue that included a "road diet" for traffic calming, converting four travel lanes to two travel lanes with a two-way left-turn center lane, Class II bike lanes, parallel parking, and pedestrian enhancements.

On January 16, 2020, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On January 21, 2020 and January 27, 2020, the bid solicitation was advertised in local newspapers.

On February 4, 2020, four (4) bids were received by the 2:00 p.m. deadline. Bid results were immediately available for viewing on PlanetBids. Portillo Concrete, Inc. was the apparent lowest bidder with a total bid amount of \$514,930.00. Upon review of all documents submitted, Portillo Concrete, Inc.'s bid was deemed responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On March 17, 2020, the City Council adopted Resolution No. 2020-40 awarding the contract to Portillo Concrete, Inc., in the not-to-exceed amount of \$514,930.

The Notice to Proceed with construction was issued on May 6, 2020. Construction started on May 27, 2020 and was completed on September 21, 2020.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by \$2,309.14, and line item adjustments increased the contract by \$14,332.65 for a net contract increase of \$16,641.79. This results in a 3.2% contract increase for a final contract balance of \$531,571.79.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work of Portillo Concrete, Inc., for the Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements, CIP No. 19-17; 2) approve the final contract amount of \$531,571.79; 3) ratify the release of retention in the amount of \$26,578.59; and 4) ratify the signing of the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY  
WHEN RECORDED MAIL TO  
NAME: CITY OF NATIONAL CITY  
ADDRESS: 243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CA 91950

## NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on September 22, 2020 of the:  
Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements, CIP No. 19-17

Work of improvement or portion of work of improvement under construction or alteration.

\_\_\_\_\_ National City CA 91950  
Street Address City State Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

**Portillo Concrete, Inc.**

Name of Original Contractor

The following work and material were supplied:

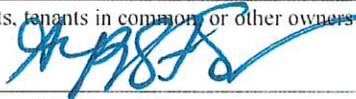
Labor provided: Traffic Signal Labor, General Laborer. Materials: Concrete, Asphalt, Electrical, Traffic Signal supplies, Traffic Control supplies. Equipment: Paving, Traffic Signal, Concrete equipment.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

~~Joint tenants, tenants in common, or other owners~~

Dated: December 8, 2020;



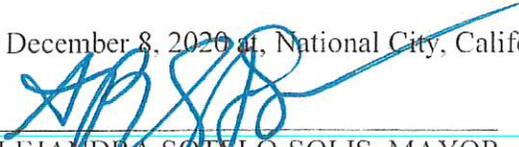
Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 8, 2020 at, National City, California.

Signature: \_\_\_\_\_

  
ALEJANDRA SOTELO-SOLIS, MAYOR



## FINAL CONTRACT BALANCE

**DATE:** September 30, 2020

**PROJECT:** Division - Euclid to Harbison Imp.  
FY 19-20  
CIP No. 19-17

**TO:** Portillo Concrete, Inc.  
3527 Citrus St.  
Lemon Grove, CA 91945

ORIGINAL CONTRACT AMOUNT:	\$514,930.00
START DATE:	May 27, 2020
COMPLETION DATE:	September 21, 2020
ORIGINAL CONTRACT LENGTH:	50 Working Days
EXTENTION OF WORK DAYS:	1 Working Days
WORKING DAYS SUSPENDED:	33 Working Days
TOTAL CONTRACT TIME:	84 Working Days

### DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

### CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 directed the contractor to relocate the LED foundation, construct a remote pedestrian push button and relocate existing conduit, and modify an existing trench conduit in order to relocate the foundation location to meet ADA compliance as the contractor encountered existing communication conduits in conflict with the original planned location. This Change Order total amount was **\$ 2,309.14**.

All Change Orders listed above increased the total contract amount by **\$2,309.14**.

Line item adjustments per the attached FINAL BILLING STATEMENT resulted in an increase of **\$14,332.65**.

### CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **\$531,571.79**.

## **FINAL CONTRACT BALANCE**

Division Street Traffic Calming Project

Specification No. 16-09

2. As a result of the satisfactory completion of said project, a retention amount of **\$26,578.59** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Portillo Concrete, Inc. will not be entitled to damages or additional payment for delays as described in the 2018 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA 1) ACCEPTING THE WORK PERFORMED BY PORTILLO CONCRETE, INC. FOR THE DIVISION STREET – EUCLID AVENUE TO HARBISON AVENUE BICYCLE IMPROVEMENTS, CIP NO. 19-17; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$531,571.79; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$26,578.59; AND 4) RATIFYING THE SIGNING OF THE NOTICE OF COMPLETION FOR THE PROJECT**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** Appearing to the satisfaction of the Engineering Department that all work required to be done by Portillo Concrete, Inc. for the total final contract amount of \$531,571.79, for the Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements, CIP No. 19-17 has been completed, the City Council of National City hereby: (1) accepts said work, (2) ratifies the release of the retention in the amount of \$26,578.59, (3) authorizes the Mayor to execute the Notice of Completion, and (4) orders that payment for said work be made in accordance with said contract.

**Section 2:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

**PASSED and ADOPTED this 2nd day of February, 2021.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista for the purchase of three \(3\) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUVs in an amount not to exceed \\$118,881.03. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 2, 2021

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista for the purchase of three (3) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUVs in an amount not to exceed \$118,881.03.

**PREPARED BY:** Tirza Gonzales, Management Analyst II

**DEPARTMENT:** Engineering /Public Works

**PHONE:** 619-336-4318

**APPROVED BY:** 

**EXPLANATION:**

See staff report.

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

644-411-000-511-0000 (Equipment Replacement Reserve) - \$118,881.03.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Adopt the resolution awarding the purchase and of three (3) new 2021 Ford Police Interceptor SUVs.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Explanation
2. Quote
3. Resolution

Explanation:

As part of the FY21 annual budget, City Council approved funding through the Equipment Replacement Reserve for the purchase of two (2) patrol and one (1) K-9 vehicles, for a total of three (3) vehicles, for the National City Police Department. Staff desires to purchase three (3) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUVs. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista to allow for the purchase of three (3) Ford AWD Police Interceptor K8A PEG 500A SUVs. Piggybacking allows the City to take advantage of competitively bid pricing. In addition, fleet managers typically reach out to local dealerships to acquire stock vehicles, prior to shipping to specialty shops for installation of aftermarket buildouts and customizations.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista was competitively bid conducted via Buy Net, the County of San Diego's designated Purchasing Venue, and that the procurement procedures are in substantial compliance with those of National City. Staff also confirmed by efforts made through additional purchasing channels, including Sourcewell (formerly "National Powers Joint Alliance") and National City Mile of Cars, that the County of San Diego's Purchase Order was the most cost-effective option.

Therefore, staff requests that City Council authorize the Mayor to award the purchase of three (3) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUVs to Ford of Chula Vista in an amount not to exceed \$118,881.03, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing, by piggybacking onto the County of San Diego's Purchase Order 562779-0.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2021 annual budget.

**Ford of Chula Vista**

560 Auto Park Dr  
Chula Vista, Ca 91911

John Morshead  
Master Certified Commercial Fleet Manager  
(619)656-3311 Mobile (619)206-1033

Date: 17 November 2020  
Deal/Invoice: TBD  
RFQ: 2021 K8A Interceptor  
Unit & Extended Pricing 3 Units

To: City of National City  
Attn: Ruben Huerta  
2100 Hoover Avenue  
City: National City State: CA Zip: 91950  
Phone: (619) 496-6118  
E-mail: Rhuerta@nationalcityca.gov

QTY		Unit Price	Total
3 Ea	'21 Ford AWD Police Interceptor K8A PEG 500A VIN: 1FM5K8AW-MNA-----,et.seq.	\$35,608.00	\$106,824.00
3 Ea	Tu-Tone Paint Scheme COSD YZ Roof & Front Doors Applied to Standards acceptable to SD County Sheriffs Dept.	\$795.00	\$2,385.00
3 Ea	CA Sales Tax @ 8.75%	\$3,185.26	\$9,555.78
3 Ea	Ca Tire Fee @ \$1.75 per Tire	\$8.75	\$26.25
3 Ea	Ca Electronic Filing Fee State Mandated to dealers @ 1/1/20	\$30.00	\$90.00
3 Ea	Estimated CA DMV	EXEMPT	EXEMPT
Noted: Requested Exterior Color Code UM Agate Black FOB No Freight to be Charged			
Unit Price Sub Total		\$39,627.01	
		<b>Total Due:</b>	<b>\$118,881.03</b>

Terms: Net 30

**Ford of Chula Vista**

560 Auto Park Dr  
Chula Vista, Ca 91911  
(619)656-2500  
Primary E-mail:

Wire Instructions: [REDACTED]  
CV Automotive Group Inc DBA Ford of Chula Vista  
Routing #: [REDACTED]  
Acct #: [REDACTED]

Ford Of Chula Vista

John Morshead Fleet Mgr.  
City of National City

Designated Signer

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FORD OF CHULA VISTA FOR THE PURCHASE OF THREE (3) NEW 2021 FORD AWD POLICE INTERCEPTOR K8A PEG 500A SUVS IN AN AMOUNT NOT TO EXCEED \$118,881.03 BY PIGGYBACKING ONTO THE COUNTY OF SAN DIEGO'S PURCHASE ORDER 562779-0**

**WHEREAS**, as part of the Fiscal Year 2021 annual budget, the City of National City (City) City Council approved funding through the Equipment Replacement Reserve to purchase three (3) vehicles for the National City Police Department; and

**WHEREAS**, the City's Engineering and Public Works Department desires to purchase three (3) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUVs from Ford of Chula Vista and use a "Piggyback Contract" that Ford of Chula Vista has with the County of San Diego; and

**WHEREAS**, Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing, there is an opportunity to piggyback onto the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista to allow for the purchase of three (3) Ford AWD Police Interceptor K8A PEG 500A SUVs; and

**WHEREAS**, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures; and

**WHEREAS**, the City's Purchasing staff has confirmed that the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista was competitively bid conducted via Buy Net, the County of San Diego's designated Purchasing Venue and that the procurement procedures are in substantial compliance with those the City; and

**WHEREAS**, City staff recommends City Council authorizes the City to purchase three (3) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUVs in an amount not to exceed \$118,881.03 from Ford of Chula Vista by utilizing a "Piggyback Contract" onto the County of San Diego's Purchase Order 562779-0.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** That the City Council hereby affirms the Purchasing agent's determination that the County of San Diego's Purchase Order 562779-0 with Ford of Chula Vista was competitively bid conducted via Buy Net, the County of San Diego's designated Purchasing Venue, and that the procurement procedures are in substantial compliance with those of the City.

**Section 2:** That the City Council of the City of National City hereby waives the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and hereby authorizes the City to purchase three (3) new 2021 Ford AWD Police Interceptor K8A PEG 500A SUVs in an amount not to exceed \$118,881.03 from Ford of Chula Vista by utilizing a "Piggyback Contract" onto the County of San Diego's Purchase Order 562779-0.

**Section 3:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 2nd day of February 2021.**

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Alejandra Sotelo-Solis, Mayor

**ATTEST:**

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Luz Molina, City Clerk

**APPROVED AS TO FORM:**

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Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Warrant Register #25 for the period of 12/16/20 through 12/22/20 in the amount of \\$552,952.55. \(Finance\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 2, 2021

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #25 for the period of 12/16/20 through 12/22/20 in the amount of \$552,952.55.  
(Finance)

**PREPARED BY:** Karla Apalategui, Senior Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, below are the payments issued for period 12/16/20 - 12/22/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Public Emp Ret System	121620	262,559.70	Service Period 11/3/20-11/16/20
Public Emp Ret System	121720	263,650.53	Service Period 11/17/20-11/30/20

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** 

**FINANCE**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$552,952.55.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$552,952.55.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 25



**WARRANT REGISTER # 25  
12/22/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NO WARRANTS PROCESSED FOR WEEK 25				
			<b>A/P Total</b>	<b>0.00</b>
<b>WIRED PAYMENTS</b>				
ARCO BUSINESS SOLUTIONS	CITYWIDE FUEL CHGS 11/01/20-11/30/2020	18108	12/17/20	26,742.32
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/03/2020-11/16/2020	121620	12/16/20	262,559.70
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/17/20-11/30/2020	121720	12/17/20	263,650.53
	<b>GRAND TOTAL</b>			<b>\$ 552,952.55</b>

**Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

\_\_\_\_\_  
PHILLIP DAVIS, FINANCE

\_\_\_\_\_  
BRAD RAULSTON, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

\_\_\_\_\_  
JOSE RODRIGUEZ, VICE-MAYOR

\_\_\_\_\_  
MARCUS BUSH, COUNCIL MEMBER

\_\_\_\_\_  
RONALD J. MORRISON, COUNCIL MEMBER

\_\_\_\_\_  
MONA RIOS, COUNCIL MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 2<sup>nd</sup> OF FEBRUARY, 2021.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #26 for the period of 12/23/20 through 12/29/20 in the amount of \\$1,113,274.01. \(Finance\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 2, 2021

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #26 for the period of 12/23/20 through 12/29/20 in the amount of \$1,113,274.01.  
(Finance)

**PREPARED BY:** Karla Apalategui, Senior Accounting Assistant  
**PHONE:** 619-336-4572

**DEPARTMENT:** Finance

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, below are the payments issued for period 12/23/20 - 12/29/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
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No Payments over \$50,000 for this period

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Warrant total \$1,113,274.01.

**APPROVED:** 

**FINANCE**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION**     **FINAL ADOPTION**

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,113,274.01.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 26



**WARRANT REGISTER # 26  
12/29/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NO WARRANTS PROCESSED FOR WEEK 26				
			A/P Total	0.00
 <b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
26	12/1/2020	12/14/2020	12/23/2020	1,113,274.01
			<b>GRAND TOTAL</b>	<b><u>\$ 1,113,274.01</u></b>

**Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

\_\_\_\_\_  
PHILLIP DAVIS, FINANCE

\_\_\_\_\_  
BRAD RAULSTON, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

\_\_\_\_\_  
JOSE RODRIGUEZ, VICE-MAYOR

\_\_\_\_\_  
MARCUS BUSH, COUNCIL MEMBER

\_\_\_\_\_  
RONALD J. MORRISON, COUNCIL MEMBER

\_\_\_\_\_  
MONA RIOS, COUNCIL MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 2<sup>nd</sup> OF FEBRUARY, 2021.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #27 for the period of 12/30/20 through 1/05/21 in the amount of \\$1,334,676.58. \(Finance\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 2, 2021

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #27 for the period of 12/30/20 through 1/05/21 in the amount of \$1,334,676.58.  
(Finance)

**PREPARED BY:** Karla Apalategui, Senior Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** \_\_\_\_\_



**EXPLANATION:**

Per Government Section Code 37208, below are the payments issued for period 12/30/20 - 1/05/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
SDG&E	350757	55,630.16	Gas and Electric Utilities / PW

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_



**FINANCE**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$1,334,676.58.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,334,676.58.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 27



**WARRANT REGISTER # 27  
1/5/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS - JAN 2021	350587	1/5/21	160.00
ANDERSON, E	RETIREE HEALTH BENEFITS - JAN 2021	350588	1/5/21	110.00
BEARD, P	RETIREE HEALTH BENEFITS - JAN 2021	350589	1/5/21	70.00
BECK, L	RETIREE HEALTH BENEFITS - JAN 2021	350590	1/5/21	140.00
BISHOP, R	RETIREE HEALTH BENEFITS - JAN 2021	350591	1/5/21	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS - JAN 2021	350592	1/5/21	260.00
BULL, P	RETIREE HEALTH BENEFITS - JAN 2021	350593	1/5/21	580.00
CAMEON, C	RETIREE HEALTH BENEFITS - JAN 2021	350594	1/5/21	400.00
CARRILLO, R	RETIREE HEALTH BENEFITS - JAN 2021	350595	1/5/21	290.00
COLE, L	RETIREE HEALTH BENEFITS - JAN 2021	350596	1/5/21	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS - JAN 2021	350597	1/5/21	420.00
CONDON, D	RETIREE HEALTH BENEFITS - JAN 2021	350598	1/5/21	280.00
CORDERO, E	RETIREE HEALTH BENEFITS - JAN 2021	350599	1/5/21	520.00
DALLA, M	RETIREE HEALTH BENEFITS - JAN 2021	350600	1/5/21	900.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS - JAN 2021	350601	1/5/21	250.00
DEESE, L	RETIREE HEALTH BENEFITS - JAN 2021	350602	1/5/21	660.00
DESROCHERS, P	RETIREE HEALTH BENEFITS - JAN 2021	350603	1/5/21	110.00
DIAZ, M	RETIREE HEALTH BENEFITS - JAN 2021	350604	1/5/21	680.00
DILLARD, S	RETIREE HEALTH BENEFITS - JAN 2021	350605	1/5/21	480.00
DREDGE, J	RETIREE HEALTH BENEFITS - JAN 2021	350606	1/5/21	250.00
EISER III, G	RETIREE HEALTH BENEFITS - JAN 2021	350607	1/5/21	250.00
ESPIRITU, D	RETIREE HEALTH BENEFITS - JAN 2021	350608	1/5/21	620.00
ETZLER, J	RETIREE HEALTH BENEFITS - JAN 2021	350609	1/5/21	460.00
FABINSKI, D	RETIREE HEALTH BENEFITS - JAN 2021	350610	1/5/21	220.00
FERNANDEZ, R	RETIREE HEALTH BENEFITS - JAN 2021	350611	1/5/21	270.00
FIFIELD, K	RETIREE HEALTH BENEFITS - JAN 2021	350612	1/5/21	540.00
GAUT, A	RETIREE HEALTH BENEFITS - JAN 2021	350613	1/5/21	700.00
GELSKEY, K	RETIREE HEALTH BENEFITS - JAN 2021	350614	1/5/21	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS - JAN 2021	350615	1/5/21	120.00
GONZALES, M	RETIREE HEALTH BENEFITS - JAN 2021	350616	1/5/21	480.00
HANSON, E	RETIREE HEALTH BENEFITS - JAN 2021	350617	1/5/21	135.00
HARLAN, M	RETIREE HEALTH BENEFITS - JAN 2021	350618	1/5/21	500.00
HAUG, S	RETIREE HEALTH BENEFITS - JAN 2021	350619	1/5/21	120.00
HERNANDEZ, G	RETIREE HEALTH BENEFITS - JAN 2021	350620	1/5/21	500.00
HERNANDEZ, M	RETIREE HEALTH BENEFITS - JAN 2021	350621	1/5/21	600.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS - JAN 2021	350622	1/5/21	400.00
HODGES, B	RETIREE HEALTH BENEFITS - JAN 2021	350623	1/5/21	200.00
IBARRA, J	RETIREE HEALTH BENEFITS - JAN 2021	350624	1/5/21	780.00
JONES, D	RETIREE HEALTH BENEFITS - JAN 2021	350625	1/5/21	480.00
JUNIEL, R	RETIREE HEALTH BENEFITS - JAN 2021	350626	1/5/21	50.00
KIMBLE, R	RETIREE HEALTH BENEFITS - JAN 2021	350627	1/5/21	300.00
KLOS, F	RETIREE HEALTH BENEFITS - JAN 2021	350628	1/5/21	480.00
LAFRENIERE, M	RETIREE HEALTH BENEFITS - JAN 2021	350629	1/5/21	660.00
LEACH, D	RETIREE HEALTH BENEFITS - JAN 2021	350630	1/5/21	600.00
LIMFUECO, M	RETIREE HEALTH BENEFITS - JAN 2021	350631	1/5/21	160.00
MATIENZO, M	RETIREE HEALTH BENEFITS - JAN 2021	350632	1/5/21	100.00
MCCABE, T	RETIREE HEALTH BENEFITS - JAN 2021	350633	1/5/21	280.00
MCDANIEL, P	RETIREE HEALTH BENEFITS - JAN 2021	350634	1/5/21	290.00



**WARRANT REGISTER # 27  
1/5/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MEDINA, D	RETIREE HEALTH BENEFITS - JAN 2021	350635	1/5/21	105.00
MEEKS, J	RETIREE HEALTH BENEFITS - JAN 2021	350636	1/5/21	460.00
MENDOZA, G	RETIREE HEALTH BENEFITS - JAN 2021	350637	1/5/21	290.00
MINER, D	RETIREE HEALTH BENEFITS - JAN 2021	350638	1/5/21	580.00
MORRISON, R	RETIREE HEALTH BENEFITS - JAN 2021	350639	1/5/21	520.00
NAGLE, D	RETIREE HEALTH BENEFITS - JAN 2021	350640	1/5/21	460.00
NOTEWARE, D	RETIREE HEALTH BENEFITS - JAN 2021	350641	1/5/21	120.00
OLIVARES, G	RETIREE HEALTH BENEFITS - JAN 2021	350642	1/5/21	280.00
OLIVERIA, H	RETIREE HEALTH BENEFITS - JAN 2021	350643	1/5/21	360.00
PAUU JR, P	RETIREE HEALTH BENEFITS - JAN 2021	350644	1/5/21	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS - JAN 2021	350645	1/5/21	140.00
PETERS, S	RETIREE HEALTH BENEFITS - JAN 2021	350646	1/5/21	290.00
POST, R	RETIREE HEALTH BENEFITS - JAN 2021	350647	1/5/21	280.00
RAY, S	RETIREE HEALTH BENEFITS - JAN 2021	350648	1/5/21	190.00
ROARK, L	RETIREE HEALTH BENEFITS - JAN 2021	350649	1/5/21	135.00
RODRIGUEZ, M	RETIREE HEALTH BENEFITS - JAN 2021	350650	1/5/21	260.00
RUIZ, J	RETIREE HEALTH BENEFITS - JAN 2021	350651	1/5/21	310.00
SANCHEZ, L	RETIREE HEALTH BENEFITS - JAN 2021	350652	1/5/21	330.00
SERVATIUS, J	RETIREE HEALTH BENEFITS - JAN 2021	350653	1/5/21	340.00
SHOEMAKER, M	RETIREE HEALTH BENEFITS - JAN 2021	350654	1/5/21	480.00
SHORT, C	RETIREE HEALTH BENEFITS - JAN 2021	350655	1/5/21	300.00
SILVA, L	RETIREE HEALTH BENEFITS - JAN 2021	350656	1/5/21	580.00
SMITH, J	RETIREE HEALTH BENEFITS - JAN 2021	350657	1/5/21	320.00
SMITH, M	RETIREE HEALTH BENEFITS - JAN 2021	350658	1/5/21	560.00
STEWART, W	RETIREE HEALTH BENEFITS - JAN 2021	350659	1/5/21	200.00
STRASEN, W	RETIREE HEALTH BENEFITS - JAN 2021	350660	1/5/21	135.00
TIPTON, B	RETIREE HEALTH BENEFITS - JAN 2021	350661	1/5/21	250.00
VERRY, L	RETIREE HEALTH BENEFITS - JAN 2021	350662	1/5/21	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS - JAN 2021	350663	1/5/21	480.00
WHITE, J	RETIREE HEALTH BENEFITS - JAN 2021	350664	1/5/21	230.00
YBARRA, Y	RETIREE HEALTH BENEFITS - JAN 2021	350665	1/5/21	220.00
	<b>RETIREE HEALTH DEPARTMENT</b>			<b>27,070.00</b>
ACME SAFETY & SUPPLY CORP	8 - CLASS 3 REF HOODED SWEAT SHIRTS	350666	1/5/21	628.31
ADDICTION MEDICINE	DOT DRUG & ALCOHOL TESTING PROGRAM 2021	350667	1/5/21	1,350.00
ALDEMCO	FOOD NUTRITION	350668	1/5/21	4,386.72
ALL FRESH PRODUCTS	COVID 19 CONSUMABLES	350669	1/5/21	1,341.00
ANDERSON JR, S	CITATION REFUND - AUG 2020	350670	1/5/21	10.00
ANDERSON, S	TRAINING REIMB INTR INTRRG STEVENS	350671	1/5/21	59.55
ANGELO'S TOWING AND RECOVERY	TOW SERVICE FOR NCPD	350672	1/5/21	180.00
BALLARDO, D	TRAINING REIMB RADAR BALLARDO	350673	1/5/21	24.00
BASTIDA, J	TRAINING ADV LDG RPT WRTNG BASTIDA	350674	1/5/21	114.18
BICKMORE ACTUARIAL	GEN LIABILITY INS & WC CLAIM COST	350675	1/5/21	4,500.00
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	350676	1/5/21	242.44
BRIONES RANGEL, JOSE	CITATION REFUNDS - AUG 2020	350677	1/5/21	10.00
BROADWAY AUTO GLASS	OFF-SITE WINDOW TINT, REPAIR	350678	1/5/21	272.40
CALIFORNIA ASSOCIATION OF CODE	CACEO WEBINAR SORIANO / NSD	350679	1/5/21	75.00
CALIFORNIA DIESEL COMPLIANCE	DPF SERVICE STAGE I PNEUMATIC	350680	1/5/21	335.00
CALIFORNIA PARK ASSOCIATION	CPRS ELYANA DELGADO MEMBERSHIP	350681	1/5/21	145.00



**WARRANT REGISTER # 27  
1/5/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CALIFORNIA PARK ASSOCIATION	CPRS JUANITA CASTANEDA MEMBERSHIP	350682	1/5/21	145.00
CALIFORNIA PUBLIC	CPPA HEARING OFFICER MOATS / NSD	350683	1/5/21	175.00
CANNON, JAMES	CITATION REFUNDS - AUG 2020	350684	1/5/21	10.00
CHAPEL, S	REIMBURSEMENT/CHAPEL/CONFERENCE TRAINING	350685	1/5/21	150.00
CITY OF LEMON GROVE	LIABILITY CLAIM COST	350686	1/5/21	1,094.56
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	350687	1/5/21	7,200.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	350688	1/5/21	138.42
CODDINGTON LOCK AND SECURITY	CITYWIDE ON-SITE ELECTRONIC DOOR	350689	1/5/21	1,761.04
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS – CHLORINE, ACID TABLETS	350690	1/5/21	2,380.21
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	350691	1/5/21	80.00
CUMMING CHEVROLET	MOP 45751 AUTO SUPPLEIS - PW	350692	1/5/21	23.74
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2021	350693	1/5/21	7,671.83
DAVIS, D	TRAINING REIM INTR INTERRG DAVIS / PD	350694	1/5/21	59.55
DIAZ, E	EDUCATION REIMBURSEMENT	350695	1/5/21	379.92
DISCOUNT SPECIALTY CHEMICALS	CONCENTRATE DEGREASER	350696	1/5/21	361.63
D-MAX ENGINEERING INC	T&A90184 COURTYARDS AT KIMBALL	350697	1/5/21	703.19
DOUGHERTY, J	TRAINING ADV POST SUB ICI HOMCD	350698	1/5/21	1,701.00
ERGOSTOP INC.	SOMA SUPPORT TALL THORACIC BACK CHAIR	350699	1/5/21	961.02
EXPRESS PIPE AND SUPPLY	10- ZURN E-Z FLUSH SENSOR OPRTD BATTERY	350700	1/5/21	2,021.34
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	350701	1/5/21	88.69
FITCHHORN, K	TRAINING ADV POST SUB FTO	350702	1/5/21	780.00
GARCIA, ANGELINA	CITATION REFUNDS - AUG 2020	350703	1/5/21	10.00
GARCIA, LORRAINE	CITATION REFUND - AUG 2020	350704	1/5/21	10.00
GENERAL BEAD	556-104-01-00 317 NATIONAL CITY BLVD	350705	1/5/21	1,748.59
GERONIMO, ENRIQUE	CITATION REFUND - AUG 2020	350706	1/5/21	10.00
GONZALES, MANUEL	CITATION REFUND - AUG 2020	350707	1/5/21	45.00
GONZALEZ, MARIA	CITATION REFUNDS - AUG 2020	350708	1/5/21	10.00
HAAKER EQUIPMENT COMPANY	QCD HUB ADAPTOR FOR CAMERA	350709	1/5/21	533.30
HAMEL, K	EDUCATION REIMBURSEMENT	350710	1/5/21	436.35
HEDGEPEETH JR, LARRY	CITATION REFUNDS - AUG 2020	350711	1/5/21	90.00
HERRERA GARCIA, JUAN	LICENSE REIMBURSEMENT	350712	1/5/21	82.00
HOME DEPOT CREDIT SERVICES	1-1/8 RTHMR M18 FUEL SDS	350713	1/5/21	433.91
JANI-KING OF CALIFORNIA INC	COVID-19 JANITORIAL CLEANING SERIVCES	350714	1/5/21	12,218.92
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	350715	1/5/21	450.00
KREPPS, B	EDUCATION REIMBURSEMENT	350716	1/5/21	300.00
LOPEZ, GORDON	CITATION REFUNDS - AUG 2020	350717	1/5/21	10.00
LOZANO, M	TRAINING REIM RADR LOZANO	350718	1/5/21	24.00
LUJAN JR, T	LICENSE REIMBURSEMENT	350719	1/5/21	86.50
MABRY, CHARLES	CITATION REFUNDS - AUG 2020	350720	1/5/21	230.00
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	350721	1/5/21	293.33
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	350722	1/5/21	375.00
METEAU JR, R	2021SCPMA-HR MEMBERSHIP	350723	1/5/21	50.00
MEYERS, NAVE, RIBACK, SILVER	LEGAL SERVICES	350724	1/5/21	10,180.59
MIRAMAR BOBCAT INC	KIT CAMERA REAR	350725	1/5/21	801.51
MORENO, ROSA LINDA	CITATION REFUND - AUG 2020	350726	1/5/21	10.00
MYERS & SONS HI-WAY SAFETY INC	100743, FLAG VINYL 18IN ORANGE WOOD	350727	1/5/21	476.91
NAN MCKAY AND ASSOCIATES INC	PAY FOR ANNUAL REVISIONS TO MB FOR SECTION 8	350728	1/5/21	257.52
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2021	350729	1/5/21	340.00



**WARRANT REGISTER # 27  
1/5/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NORIEGA, CARLOS	CITATION REFUNDS - AUG 2020	350730	1/5/21	10.00
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES / NSD	350731	1/5/21	45.87
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	350732	1/5/21	566.82
OROPEZA, LILIA	CITATION REFUND - AUG 2020	350733	1/5/21	36.00
OSUNA, KARLA	CITATION REFUNDS - AUG 2020	350734	1/5/21	20.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION / REPAIRS FOR CITY	350735	1/5/21	1,100.00
PACIFIC REFRIGERATION INC	PROVIDE ON-SITE COMMERCIAL	350736	1/5/21	1,612.36
PACIFIC STATES PETROLEUM INC	HYDRAULIC OIL & ENGINE OIL	350737	1/5/21	1,210.15
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	350738	1/5/21	1,274.82
PENSKE FORD	R&M CITY VEHICLES FY 2021	350739	1/5/21	1,433.40
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	350740	1/5/21	92.76
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	350741	1/5/21	536.35
PROFESSIONAL SEARCH GROUP LLC	TEMP SVC / NSD	350742	1/5/21	3,680.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	350743	1/5/21	1,033.64
RAMIREZ, MARTHA	CITATION REFUNDS - AUG 2020	350744	1/5/21	10.00
RAYO, RENE	CITATION REFUNDS - AUG 2020	350745	1/5/21	70.00
RIO HONDO COLLEGE	TRAINING TUITION SUPERVISORY	350747	1/5/21	228.00
RMG COMMUNICATIONS	RMG COMMUNICATIONS PROJECT MANAGEMENT	350748	1/5/21	1,625.00
RODRIGUEZ, MARIS	CITATION REFUNDS - AUG 2020	350749	1/5/21	25.00
RUIZ SILVA, HECTOR	CITATION REFUNDS - AUG 2020	350750	1/5/21	10.00
RUSSELL, CALVIN	CITATION REFUNDS - AUG 2020	350751	1/5/21	10.00
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	350752	1/5/21	291.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT SHANAHAN / PD	350753	1/5/21	23.00
SAN DIEGO PLASTICS INC	PVCX SHEET KOMALU STD WHITE/BLACK 3MM	350754	1/5/21	913.50
SANDOVAL, JUAN	CITATION REFUNDS - AUG 2020	350755	1/5/21	10.00
SANDOVAL, VICTOR	CITATION REFUNDS - AUG 2020	350756	1/5/21	10.00
SDG&E	GAS AND ELECTRIC UTILITIES / PW	350757	1/5/21	55,630.16
SEGAL, M	TRAINING POST ADV SUB ICI HOMICIDE	350758	1/5/21	1,701.00
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICALS	350759	1/5/21	914.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	350760	1/5/21	1,301.65
SMART SOURCE OF CALIFORNIA LLC	BUSINESS CARDS OLSON / NSD	350761	1/5/21	86.95
SNAP-ON INDUSTRIAL	PROLINK EDGE TRADE TRAN NON-FSS-EEHD	350762	1/5/21	3,756.10
SOSA, P	TRAINING REIM INTR INTRROG / PD	350763	1/5/21	59.55
SOUTH COAST EMERGENCY	AUTO CHARGE 1200 REMOTE	350764	1/5/21	1,888.04
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	350765	1/5/21	18.54
SOUTHWEST LEASING & SALES	LIABILITY CLAIM COST	350766	1/5/21	860.00
SOUTHWEST SIGNAL SERVICE	STREET LIGHTING REPAIRS / PW	350767	1/5/21	23,920.83
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES /CAO	350768	1/5/21	147.39
STEVENS, C	TRAINING REIMBUR FIREARMS / PD	350769	1/5/21	354.07
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2021	350770	1/5/21	30,181.05
SYSCO SAN DIEGO INC	FOOD / NUTRITION	350771	1/5/21	2,257.59
TAYLOR, J	TRAINING REIMB FOR POST PLAN 4	350772	1/5/21	59.55
TELECOM LAW FIRM P C	PROFESSIONAL SERVICES / CAO	350773	1/5/21	1,944.00
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES	350774	1/5/21	4,055.00
THOMSON REUTERS WEST	LEGAL PUBLICATION UPDATES/CAO	350775	1/5/21	1,656.35
TODD PIPE & SUPPLY LLC	AMTC AEF-300 AUTOMATIC FAUCET	350776	1/5/21	36,403.74
TOPETE, MARY	CITATION REFUNDS - AUG 2020	350777	1/5/21	10.00
TRILLO, JEOVANNA	CITATION REFUNDS - AUG 2020	350778	1/5/21	10.00



**WARRANT REGISTER # 27  
1/5/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
T'S & SIGNS	BANNER- MIKE DALLA'S RETIREMENT	350779	1/5/21	146.81
U S BANK	TRAINING CREDIT CARD PD	350780	1/5/21	2,544.33
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	350781	1/5/21	848.22
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES - PW	350782	1/5/21	91.12
VELARDE, ROBERTO	CITATION REFUNDS - AUG 2020	350783	1/5/21	10.00
VIORA, B	EDUCATION REIMBURSEMENT	350784	1/5/21	765.65
VORTEX INDUSTRIES INC	CITYWIDE ON-SITE SERVICE & REPAIRS	350785	1/5/21	4,265.48
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY 21	350786	1/5/21	556.88
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	350787	1/5/21	3,141.30
WETMORES	MOP 80333 AUTO SUPPLIES - PW	350788	1/5/21	17.68
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - PW	350789	1/5/21	225.74

**A/P Total                    293,849.61**

**SECTION 8 HAPS**

<b>Start Date</b>	<b>End Date</b>	
12/30/2020	1/5/2021	<b>1,040,826.97</b>

**GRAND TOTAL                    \$ 1,334,676.58**

**Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

\_\_\_\_\_  
PHILLIP DAVIS, FINANCE

\_\_\_\_\_  
BRAD RAULSTON, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

\_\_\_\_\_  
JOSE RODRIGUEZ, VICE-MAYOR

\_\_\_\_\_  
MARCUS BUSH, COUNCIL MEMBER

\_\_\_\_\_  
RONALD J. MORRISON, COUNCIL MEMBER

\_\_\_\_\_  
MONA RIOS, COUNCIL MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 2<sup>nd</sup> OF FEBRUARY, 2021.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: \(1\) approving an Affordable Housing Density Bonus Agreement with Kimball Apartments, LLC, a California limited liability company, restricting the rent and occupancy of five \(5\) units to moderate income households in exchange for one density bonus concession pursuant to California Government Code Sections 65915 – 65918 for the development of 52 housing units located at 1126 E 8th Street in National City; and \(2\) approving a Subordination and Intercreditor Agreement with Citizens Business Bank subordinating said Affordable Housing Density Bonus Agreement. \(Housing Authority\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 2, 2021

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City (1) approving an Affordable Housing Density Bonus Agreement with Kimball Apartments, LLC, a California limited liability company, restricting the rent and occupancy of five (5) units to moderate income households in exchange for one density bonus concession pursuant to California Government Code Sections 65915 – 65918 for the development of 52 housing units located at 1126 E 8<sup>th</sup> Street in National City; and (2) approving a Subordination and Intercreditor Agreement with Citizens Business Bank subordinating said Affordable Housing Density Bonus Agreement.

**PREPARED BY:**

Greg Rose, Property Agent

**DEPARTMENT:** Housing Authority

**PHONE:** 619-336-4266

**APPROVED BY:** 

**EXPLANATION:**

Kimball Apartments, LLC, a California limited liability company (Developer) is developing the property located at 1126 E 8<sup>th</sup> Street. Current zoning allows for the construction of 52 units by right. The Developer will restrict the rent and occupancy of five (5) units to a moderate income household (below 120% of area median income) in exchange for a reduction in parking from 86 spaces to 67 spaces, mandated by California Government Code Sections 65915 – 65918. The Affordable Density Housing Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the five (5) affordable units and the restriction of the affordable units by the recordation of this agreement assuring affordability for a total of fifty-five (55) years. A Performance Deed of Trust will also be recorded to secure the Agreement on the property. The Subordination Agreement establishes the City of National City as a Junior Lienholder. See Background Report for information on the Density Bonus Law.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**  
**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

The Density Bonus Agreement is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

**ORDINANCE:**  **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Background Report and Site Plan
2. Affordable Housing Density Bonus Agreement
3. Performance Deed of Trust
4. Subordination Agreement
5. Resolution

## BACKGROUND REPORT

California's Density Bonus Law is a mechanism which allows developers to obtain more favorable local development requirements in exchange for offering to build or donate land for affordable or senior units. The Density Bonus Law (found in California Government Code Sections 65915 – 65918) provides developers with powerful tools to encourage the development of affordable and senior housing, including up to a 50% increase in project densities, depending on the amount of affordable housing provided. The Density Bonus Law is about more than the density bonus itself, however. It is actually a larger package of incentives intended to help make the development of affordable and senior housing economically feasible. Other tools include reduced parking requirements, and incentives and concessions such as reduced setback and minimum square footage requirements. Often these other tools are even more helpful to project economics than the density bonus itself, particularly the special parking benefits. Sometimes these incentives are sufficient to make the project pencil out, but for other projects financial assistance is necessary to make the project feasible.

In determining whether a development project would benefit from becoming a density bonus project, developers also need to be aware that:

- The Density Bonus is a state mandate. A developer who meets the requirements of the state law is entitled to receive the density bonus and other benefits as a matter of right. As with any state mandate, some local governments will resist complying with the state requirement. But many local governments favor the density bonus as a helpful tool to cut through their own land use requirements and local political issues.
- Use of a density bonus may be particularly helpful in those jurisdictions that impose inclusionary housing requirements for new developments.
- Special development bonuses are available for developers of commercial projects who partner with affordable housing developers to provide onsite or offsite affordable housing. Special bonuses are also available for condominium conversion projects and projects that include child care facilities.
- The Legislature has recently added density bonuses for housing developments for foster youth, disabled veterans, homeless persons and college students.

Cities and counties are required to grant a density bonus and other incentives or concessions to housing projects which contain one of the following:

- At least 5% of the housing units are restricted to very low income residents.
- At least 10% of the housing units are restricted to lower income residents.
- At least 10% of the housing units in a for-sale common interest development are restricted to moderate income residents.
- At least 10% of the housing units are for transitional foster youth, disabled veterans or homeless persons, with rents restricted at the very low income level.
- At least 20% of the housing units are for low income college students in housing dedicated for full-time students at accredited colleges.
- The project donates at least one acre of land to the city or county for very low income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.

- The project is a senior citizen housing development (no affordable units required).
- The project is a mobile home park age-restricted to senior citizens (no affordable units required).

Affordable rental units must be restricted by an agreement which sets maximum incomes and rents for those units. As of January 1, 2015, the income and rent restrictions must remain in place for a 55 year term for very low or lower income units. Rents must be restricted as follows:

- For very low income units, rents may not exceed 30% x 50% of the area median income for a household size suitable for the unit.
- For lower income units, rents may not exceed 30% x 60% of the area median income for a household size suitable for the unit.
- Area median income is determined annually by regulation of the California Department of Housing and Community Development, based upon median income regulations adopted by the U.S. Department of Housing and Urban Development.
- Rents must include a reasonable utility allowance.
- Household size appropriate to the unit means 1 for a studio unit, 2 for a one bedroom unit, 3 for a two bedroom unit, 4 for a three bedroom unit, etc. In many cases, achieving a reduction in parking requirements may be more valuable than the additional permitted units.

The Density Bonus Law is often used by developers to obtain more housing than the local jurisdiction would ordinarily permit, it can also be a helpful land use tool. The density bonus can provide a useful mechanism for increasing allowable density without requiring local officials to approve general plan amendments and zoning changes. A project that satisfies the requirements of the Density Bonus Law often can obtain the necessary land use approvals through the award of the density bonus units and requested concessions and incentives, without having to amend the underlying land use requirements.

Although there is no specific density bonus exemption from the California Environmental Quality Act, many density bonus projects are likely candidates for urban infill and affordable housing exemptions from CEQA. One commonly invoked exemption is the Class 32 urban infill exemption found in CEQA Guidelines Section 15332. That exemption is available if the project is consistent with applicable general plan designation and zoning, the site is five acres or less and surrounded by urban uses, is not habitat for endangered, rare or threatened species, does not have any significant effects relating to traffic, noise, air quality or water quality, and is adequately served by utilities and public services. Other exemptions are available for high density housing projects near major transit stops (CEQA Guidelines Section 15195) and affordable housing projects of up to 100 units (CEQA Guidelines Section 15194).

The site plans for the apartment project at 1126 E 8<sup>th</sup> Street start on the following page.







No Fees per Government Code 6103 ]  
 RECORDING REQUESTED BY: ]  
 National City Housing Authority ]  
 ]  
 ]  
 ]  
 ]  
 WHEN RECORDED MAIL TO: ]  
 National City Housing Authority ]  
 Attention: Executive Director ]  
 1243 National City Boulevard ]  
 National City, CA 91950 ]

**AFFORDABLE HOUSING DENSITY BONUS AGREEMENT  
 (1126 East 8th Street-Kimball Studios)**

THIS AFFORDABLE HOUSING DENSITY BONUS AGREEMENT (“Agreement”) is dated as of the \_\_ day of \_\_\_\_\_, 2021, by and between the City of National City (“City”), and Kimball Apartments, LLC, a California limited liability company (“Developer”).

WHEREAS, Developer is the owner of that certain real property generally located at 1126 East 8th Street, in the City of National City, County of San Diego, more particularly described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, Developer has applied to the City for a density bonus pursuant to Government Code section 65915, and Sections 18.48.030, et seq. of the National City Municipal Code, provided, however, the Developer has independently and of its own free will chosen not to increase the density of the Development to be built at the Property. Rather, the Developer is electing to only take the one (1) deviation, incentive or concession (as defined in Government Code Section 65915 and Sections 18.48.040 of the National City Municipal Code) in exchange for providing the Affordable Units, as defined below; and

WHEREAS, Developer proposes to develop a total of fifty-two (52) housing units on the Property (“Development”) and restrict the rent and occupancy of five (5) of those residential dwelling units (“Affordable Units”) to moderate-income households in exchange for the one (1) deviation, incentive or concession; and

WHEREAS, This Agreement will serve to memorialize Developer’s obligation to provide the five (5) Affordable Units, the time frame for the construction and occupancy of the Affordable Units and the restriction of the Affordable Units by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years measured from the issuance of final inspection approval for the Development.

NOW, THEREFORE, in consideration of the foregoing and of the mutual terms and covenants hereinafter set forth and other good and valuable consideration, the City and Developer agree as follows:

1. Acknowledgement of Incentives. Developer acknowledges and agrees that, the Development is entitled to and is receiving one (1) deviation, incentive or concession pursuant to and in accordance with Government Code 65915.

2. Developer Covenants. Pursuant to and in consideration of the Density Bonus and the additional incentives and concessions, Developer hereby agrees and covenants on behalf of itself and its successors and assigns, and each successor in interest to the Property, that at all times during the term of this Agreement five (5) studio residential dwelling units on the Property shall be rented and occupied as the Affordable Units as set forth in this Agreement. As used herein the term “Affordable Units” shall refer to the five (5) residential dwelling units on the Property which are held available strictly in accordance with the terms and conditions set forth in this Agreement.

3. Affordability Restrictions.

(a) Area Median Income. As used herein, “Area Median Income” shall mean the area median income, as adjusted for family size, for San Diego County, established periodically by the California Department of Housing and Community Development (“HCD”) and published in the California Code of Regulations. In the event HCD ceases to publish an established Area Median Income as aforesaid, the City may, in its sole discretion, use any other reasonably comparable method of computing Area Median Income.

(b) Occupancy Restrictions. During the term of this Agreement, each Affordable Unit shall be occupied by a household whose income does not exceed the moderate limits applicable to San Diego County, adjusted for household size, as published annually by HCD, earning at or below one hundred twenty percent (120%) of the Area Median Income.

(c) Rent Amount. During the term of this Agreement, the monthly rental rate for each Affordable Unit (which shall include a utility allowance based on the utility allowance schedules published annually by the National City Housing Authority) shall not exceed 1/12 of thirty percent (30%) of one hundred twenty percent (120%) of the Area Median Income, as adjusted for assumed household size and utilities as published by HUD and the State of California. The imputed household size for each Affordable Unit shall be equal to the number of bedrooms in the unit plus one. For example, the rent for studio Affordable Units shall be calculated using one hundred twenty percent (120%) of the Area Median Income for a 1-person household.

4. Restrictions. The following restrictions shall also be applicable to the Affordable Units:

(a) No Relationship With Developer. No Affordable Unit shall be occupied or leased to Developer or any relative (by blood or marriage) of Developer or any person employed by Developer or of any individuals who are members, principals, executives, directors, partners or shareholders of Developer or in any entity having an ownership in Developer or in the Property.

(b) No Full-Time Students. No Affordable Unit shall be occupied or leased to any household comprised exclusively of persons who are full-time students, unless such persons are eligible to file a joint federal income tax return and all such persons reside in the Affordable Unit.

The term “full-time student” shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

(c) No Student Dependents. Notwithstanding the provisions of section 4(b), no Affordable Unit shall be occupied or leased to any student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the same unit.

(d) No Owners of Real Property. No Affordable Unit shall be occupied or leased to any person or any household comprised of one or more persons who own real property.

(e) Liquid Asset Limitation. No Affordable Unit shall be occupied or leased to any person or household holding, directly or indirectly, liquid assets whose aggregate value exceeds, at the time of determination of eligibility, one hundred twenty percent (120%) of the then-current annual Area Median Income. As used herein, the term “liquid assets” refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term “liquid assets” shall not include retirement funds which are not readily accessible or which cannot be accessed by the tenant without the tenant incurring a penalty.

(f) Income of Co-Tenants. The income of all co-tenants and/or occupants shall be taken into account in determining whether a tenant or prospective tenant meets the requirements of this Agreement.

(g) Eligible Tenants - Increased Income. If as a result of the annual recertification procedure described in Section 7 below any household which was previously determined to be eligible to occupy an Affordable Unit is determined to be ineligible as a result of increased income or assets, the City will provide written notification thereof, and Developer shall have one hundred eighty days (180) from the date of notification to take all reasonable steps to pursue eviction of the ineligible household. If Developer fails to act within the one hundred eighty day (180) period, the City shall require payment of a fee by Developer, provided that no fee shall be payable so long as Developer is diligently pursuing eviction of the ineligible household by appropriate proceedings. Under this fee requirement, the ineligible tenant residing in the Affordable Unit shall pay the full market rate rent, and Developer shall pay the difference between the affordable rent and the full market rate rent, as determined by the City, to the City. The period of fee payment shall in no event exceed a period of six (6) months, at which time Developer’s failure to provide such Affordable Unit to a household eligible hereunder shall constitute a material default under this Agreement.

5. Term. Pursuant to Government Code Section 65915, this Agreement shall be effective on the date of its recordation and shall remain in force until the date that is fifty-five (55) years from the date of issuance of final inspection approval of the Development by the City.

6. Deed of Trust.

(a) Execution and Recordation. Developer shall, concurrently with the execution of this Agreement, execute, acknowledge and record a deed of trust on the Property ensuring timely performance of the obligations set forth in this Agreement (“Deed of Trust”). The Deed of Trust shall be subordinated to the construction deed(s) of trust and/or permanent financing in favor of institutional lenders, as approved by the City Manager. The subordination shall be upon such terms and conditions and for such periods of time as the City Manager may approve to protect the provision of affordable housing as required by this Agreement. The City shall reconvey the Deed of Trust following the expiration of the term of this Agreement.

(b) Foreclosure on the Property. In the event of a foreclosure on the Property which eliminates the Deed of Trust, the new owner, upon five (5) days written notice from the City, shall: (i) execute, acknowledge and deliver to the City an assignment and assumption of this Agreement in a form as approved by the City, in its reasonable discretion, for recordation; (ii) execute, acknowledge and deliver to the City a deed of trust, in a form as approved by the City, in its reasonable discretion, to be recorded against the Property, in a lien priority immediately junior to the assignment and assumption of this Agreement which will secure the performance of this Agreement; and (iii) reimburse the City for all of its attorneys’ fees and costs in connection with the foregoing, including all costs, attorneys’ fees, and expert witnesses fees incurred by the City in obtaining compliance by the new owner, including those incurred in litigation, if any.

7. Verification of Eligibility. No Affordable Unit shall be rented to a prospective tenant or occupied by any person unless and until the City, through its designated staff, has verified that the prospective tenant or occupant is eligible and that affordable rents will be charged in accordance with the criteria set forth in this Agreement; provided, however, that should City fail to approve or disapprove a prospective tenant within ten (10) days of a request by Developer, such prospective tenant shall be deemed approved. Developer and/or its successor in interest shall ensure that all eligibility and rent criteria are met during the term of the Agreement. Annually, on the anniversary of the initial certification of compliance, as determined by the City, during the term of this Agreement, Developer or its successor in interest shall certify to the City that the Affordable Units are being occupied by eligible tenants. Said certification shall be on forms acceptable to the City.

8. Maintenance Standards. During the term of this Agreement, Developer shall maintain the Affordable Units and the Property in a condition that satisfies the more stringent of (a) the requirements of the applicable local codes or (b) the United States Department of Housing and Urban Development’s Uniform Physical Conditions Standards. The City shall have the right to inspect the Affordable Units and the Property prior to initial occupancy and periodically during the term of this Agreement, upon three business days’ notice to Developer. The City shall have the right to disclose results of those inspections to the appropriate enforcement authorities. Any deficiencies in the physical condition of the Affordable Units shall be corrected by Developer at Developer’s expense within thirty (30) days of the identification of such deficiency by the City and delivery of written notice of the same to Developer. Failure to maintain the unit(s) and the Property in compliance with this section shall constitute a breach of this Agreement and subject the Developer to damages as set forth in Section 13 of this Agreement.

9. Interpretation and Construction. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby. Nothing contained herein shall be deemed compliance with or waiver of any provision of law or conditions of approval except as expressly stated herein.

10. Design, Construction and Occupancy Schedule for the Affordable Unit. The Affordable Units shall receive final inspection approval no later than the date that the market-rate units receive final inspection and approval. Time is of the essence in the occupancy of the Affordable Units. The City Manager may, in his or her sole discretion, extend one or more time deadlines for performance as referenced in this Agreement for good cause.

11. Indemnity. Developer agrees to indemnify, defend and hold harmless the City, the National City Housing Authority, and any and all of their respective councilmembers, commissioners, members, officers, agents, servants and employees (the "Indemnitees") from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from this Agreement, including the construction, sale, rental or operation of the Development, the Property and/or any of the units, or from the default by Developer in the performance of its obligations under this Agreement; provided, however, that Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the sole negligence or willful misconduct of the Indemnitees.

12. Agreement Binding on Successors. The terms, covenants and conditions of this Agreement shall apply to, and shall bind the parties hereto and any successors or assignees. Developer shall not sell, transfer or otherwise dispose of the Property, any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the City an express written assumption of all of Developer's obligations under this Agreement, on a form reasonably acceptable to the City. Upon assignment and assumption by a successor entity, as approved by the City, Developer shall be released from all prospective liability and responsibility under the terms of this Agreement. Developer agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the term of this Agreement. Further, Developer agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes. Any sale or conveyance of the Property shall be made subject to this Agreement.

13. Damages; Enforcement; Remedies; Security.

(a) Standing; Equitable Remedies; Remedies Cumulative. Developer expressly agrees and declares that the City shall be the proper party to, and shall have standing to, initiate and pursue any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any event that is expressly stated to be a material default hereunder and which event remains uncured following sixty (60) days' written notice to Developer from the City (or up

to one hundred twenty (120) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued), notwithstanding the fact that such damages or the detriment arising from such a material default that remains uncured as aforesaid may have actually been suffered by some other person or by the public at large. Further, Developer expressly agrees that injunctive relief and specific performance are proper pre-trial and/or post-trial remedies hereunder to assure compliance with this Agreement. Nothing in this Section and no recovery by the City shall restrict or limit the rights or remedies of persons or entities other than the City, against Developer in connection with the same or related acts by Developer, provided that Developer shall not be subject to duplicate awards or recoveries. The remedies set forth in this Section are cumulative and not mutually exclusive, except to the extent that their award is specifically determined to be duplicative by final order of a court of competent jurisdiction. Further, the award of damages hereunder shall not bar the exercise of police power or other governmental powers, or the pursuit of criminal, civil or administrative penalties by the City in connection with any material default under this Agreement that remains uncured as aforesaid. Developer acknowledges that a material default under this Agreement that remains uncured may constitute a violation of state law.

(b) Remedies At Law For Breach Of Rental Restrictions. In the event of any material default under the provisions hereof that remains uncured following thirty (30) days written notice to Developer from the City (or up to one hundred sixty (60) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued) regarding restrictions on rental of the Affordable Units, at the sole option of the City, the City shall be entitled to the following remedies at law to the extent they are not duplicative, the election of which shall not be required and may be revoked and/or modified until immediately prior to entry of judgment:

(1) Damages For Specific Breach. The City shall be entitled to recover compensatory damages, at its sole option in the event of a material uncured default under the terms of this Agreement. If the material uncured default in question involves the violation of Section 13(b) above, the amount of such compensatory damages shall be the product of multiplying (A) the number of months that the material uncured default in question has continued until the time of trial or cure, whichever occurs first, by (B) the result of subtracting (i) the rents properly chargeable hereunder for the Affordable Units at issue (ii) the rents actually collected by Developer for the Affordable Units at issue for the months in question, as reasonably determined by the City. Developer and the City agree that it would be extremely difficult or impracticable to ascertain the precise amount of actual damages accruing to the City as a result of such a material uncured default and that the foregoing formula is a fair and reasonable method of approximating such damages. The City shall be entitled to seek and to recover damages in separate actions for successive, separate breaches, which may occur during the term of this Agreement. Further, interest shall accrue on the amount of such damages from the date of the expiration of Developer's cure period for the material uncured breach in question at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less. Nothing in this section shall preclude the award of exemplary damages as allowed by law.

(2) Acceleration and Liquidation of Future Performance. At the sole option of the City, if any material default by Developer in the performance of its obligations under this

Agreement remains uncured for more than ninety (90) days after written notice to Developer by the City specifying such breach in reasonable detail (or such longer period of time, not to exceed six (6) months, as may reasonably be required for Developer to cure such breach exercising reasonable diligence), Developer's obligation to perform hereunder may be accelerated by the City and declared immediately due through the payment of a liquidated sum. Developer and the City agree that it would be extremely difficult and impractical to predict the precise cost to the City of (i) locating rental units equivalent to the Affordable Units, (ii) procuring such units (through purchase, lease or subsidies) at the rent discounts contemplated herein, (iii) performing the substantial administrative activities associated with replacing the Affordable Units, and (iv) inflation. Therefore, Developer and the City agree that, in the event of a material default hereunder by Developer that remains uncured as aforesaid, and upon written notice from the City to Developer that the City has elected to exercise its option to accelerate and liquidate Developer's performance hereunder in accordance with the provisions of this Section 13(b)(2), Developer shall pay, and the City shall be entitled to receive, within thirty (30) days of the City's delivery of such written notice, in complete liquidation of the City's future monetary damages and Developer's future obligations under this Agreement, a lump sum payment equal to: (A) the aggregate of the mathematical differences between the monthly rent for a "Comparable Market Rate Unit" (as determined by the City, using statistical data for units of the same size and location at the time of the breach) and the monthly rent allowable hereunder for the Affordable Units, at the date of delivery of the aforesaid written notice of election to accelerate, multiplied by (B) the number of months remaining in the term of this Agreement, from and after the date of delivery of the aforesaid written notice of election to accelerate. Developer and the City agree that acceleration is a fair and reasonable remedy for non-compliance hereunder, and that the foregoing formula represents a fair and reasonable method of approximating and liquidating the future monetary obligations of Developer to the City hereunder for purposes of any such optional acceleration by the City. Further, such liquidated amount shall automatically commence to bear interest at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less, from and after the date that the City delivers to Developer the aforesaid written notice of the City's election to accelerate Developer's performance hereunder, until paid. Further, if Developer breaches this Section 13(b)(2), the City shall be entitled to receive all reasonable attorneys' fees, costs of suit, title insurance charges, foreclosure costs and other out-of-pocket expenses reasonably incurred in recovering such liquidated amount.

14. Monitoring Fees. Developer shall pay to the City, each year during the term of this Agreement, an annual monitoring fee, as determined by the City in schedules promulgated by the City from time to time. Failure to timely pay such fees shall constitute a material default under this Agreement.

15. General Provisions.

(a) Waiver. No provision of this Agreement, or breach of any provision, can be waived except in writing. The waiver by any party of any breach or violation of any term, covenant or condition of this Agreement or of any provisions, ordinance or law, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance or law or any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law.



documents reasonably necessary to remove this Agreement and the Deed of Trust from the record chain of title to the Property.

16. Risk of Market Conditions. Developer shall bear sole responsibility for developing, constructing and marketing the units covered by this Agreement, pursuant to the approvals that the City has issued for the Development and the requirements contained in this Agreement. The City shall have no obligation to amend this Agreement, and the Developer shall reimburse the City for administrative costs associated with any modification of this Agreement that shall require the approval of the City Council of National City.

17. Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the other party hereto that he or she has the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf he or she is signing.

**CITY:**  
City of National City

By: \_\_\_\_\_  
Brad Raulston, City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Charles Bell Jr., City Attorney

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**DEVELOPER:**

Kimball Apartments, LLC, a California limited liability company

By: \_\_\_\_\_  
Luigi Angelucci, Member

**ACKNOWLEDGMENT**

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

State of California )

)

County of San Diego )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, 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)

**ACKNOWLEDGMENT**

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

State of California )

)

County of San Diego )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, 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 of the Property**

That certain real property located in the City of National City, County of San Diego, State of California more particularly described as follows:

Parcel 1:

All that portion of the Easterly half of 20 acres Lot 1, in quarter Section 132 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to map thereof No. 166, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the Northeasterly corner of said Lot 1; thence South 19° East along the Easterly line of said Lot, 40 feet to the Southerly line of 8th Street, thence South 71° West, along said Southerly line of 8th Street, 170 feet to the Northeasterly corner of parcel of land conveyed to S.M. Mann, by deed dated February 12, 1943 and recorded in Book 1470, Page 60 of Official Records and the true point of beginning; thence South 19° East, along the Easterly line of land so conveyed 130 feet; thence South 71° West, 80 feet; thence North 19° West, parallel with said Easterly line 130 feet to said Southerly line of 8th Street; thence North 71° East, along said Southerly line 80 feet to the true point of beginning.

Parcel 2:

All that portion of the Easterly half of 20 acres Lot 1 in quarter Section 132 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to map thereof No. 166, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the Northeasterly corner of said Lot 1, thence South 19° East along the Easterly line of said Lot, 40 feet to the Southerly line of 8th Street; thence South 71° West, along said Southerly line of 8th Street, 170 feet to the Northeasterly corner of parcel of land conveyed to S.M. Mann, by deed dated February 12, 1943 and recorded in Book 1470, Page 60 of Official Records; thence South 19° East along the Easterly line of land so conveyed 130 feet; thence South 71° West, 80 feet to the true point of beginning; thence continuing South 71° West, 60 feet to the Easterly line of the Westerly 10 feet of the Easterly 320 feet of said 20 acre Lot 1; thence North 19° West, along said Easterly line, 130 feet to said Southerly line of 8th Street, thence North 71° East, along said Southerly line of 8th Street, 60 feet to a line bearing North 19° West, from the true point of beginning; thence South 19° East, along said line, 130 feet to said true point of beginning.

Parcel 3:

That portion of the East half of 20 acre Lot 1 in quarter Section 132 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to map thereof No. 166, filed in the Office of the County Recorder of San Diego County, May 11, 1869, described as follows:

Commencing at the Northeast corner of said 20 acre Lot 1; thence along the Easterly line of said 20 acre Lot 1 South 19°00'00" West, 40.00 feet to the Southerly line of Eighth Street as shown on said Map No. 166; thence along said Southerly line South 71°00'00" West, 95.00 feet to the Northwest corner of land described in deed to Walter C. Daily, et al, recorded June 7, 1961 as File No. 97523, being the true point of beginning; thence continuing along the Southerly line of said Eighth Street, South 71°00'00" West, 75.00 feet to the Westerly line of land described in deed to Bruce A. Stafford, et al, recorded June 1, 1981 as File No. 81-169674; thence along the Westerly line of said Stafford's land South 19°00'00" East 185.86 East; South 26°00'00" West, 84.85 feet; and South 19°00'00" East, 4.14 feet to an angle point in the boundary of land described in deed to Rachel Pietila, et al, recorded April 9, 1970 as File No. 67124; thence along the boundary of said Pietila's land North 71°00'00" East to a line which is parallel with and 10.00 feet Southeasterly of the Northwesterly line of land described in deed to John M. Stafford et ux, recorded June 29, 1939 in Book 927, Page 5 of Official Records; thence along said line North 26°00'00" East, 84.85 feet; and North 19°00'00" West, 55.00 feet to the Westerly prolongation of the Southerly line of said Daily's land; thence along said prolongation North 71°00'00" East, 65.00 feet to the Southwest corner of said Daily's land; thence along the Westerly line of said Daily's land North 19°00'00" West, 135.00 feet to the true point of beginning.

Parcel 4:

That portion of the Easterly half of 20 acre Lot 1 in quarter Section 132 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to map thereof No. 166, filed in the Office of the County Recorder of said San Diego County, May 11, 1869, described as follows:

Commencing at the Northeasterly corner of said 20 acre Lot 1, being a point in the center line of Eighth Street; thence along the Easterly line of said lot South 19° East, 40.0 feet to the true point of beginning; thence continuing along Easterly line South 19° East, 135.00 feet; thence South 71° West, 95.00 feet; thence North 19° West, parallel with the Easterly line of said lot, 135.0 feet to the Southerly line of said Eighth Street; thence along said Southerly line, North 71° East, 95.0 feet to the true point of beginning. Excepting therefrom the Easterly 30.0 feet thereof.

Assessor's Parcel Number: 556-510-63

**No Fees per Government Code 6103**

**Recording Requested By:**

National City Housing Authority

**When Recorded Mail To:**

National City Housing Authority  
Attention: Executive Director  
1243 National City Boulevard  
National City, CA 91950

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**PERFORMANCE DEED OF TRUST  
(1126 East 8th Street-Kimball Studios)**

**THIS DEED OF TRUST** is dated as of the \_\_\_ day of \_\_\_\_\_, 2021, between Kimball Apartments, LLC, a California limited liability company (“Trustor”), whose address is 9865 Mesa Rim Road, Suite 215, San Diego, California 92121, Orange Coast Title Company (“Trustee”), and the City of National City (“Beneficiary”), whose address is 1243 National City Boulevard, National City, California 91950.

**TRUSTOR HEREBY** irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the City of National City, County of San Diego, State of California, described as (“Property”):

(See Legal Description - Exhibit “A”)

**FOR THE PURPOSE OF SECURING:**

- (1) The timely performance of the Affordable Housing Density Bonus Agreement of even date herewith (“Agreement”), between the Beneficiary and the Trustor, and any renewals, extensions, modifications or amendments to the Agreement by the Trustor and each and every covenant set forth herein; and
- (2) The performance of each agreement contained in this Deed of Trust.

**A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

1. Defense of Security. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys’ fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose on this Deed of Trust.

2. Payment of Liens and Taxes. To pay, when due, all taxes and assessments affecting the Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust, and all costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

3. Reimbursement of Costs. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

4. Use. That it will not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

5. Incorporation of Agreement. That the Agreement is incorporated herein by reference and made a part of this Deed of Trust.

6. Performance of Other Obligations. To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under this Deed of Trust.

## **B. THE PARTIES AGREE THAT:**

7. Waiver of Late Payments. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

8. Full Reconveyance. Upon expiration of the term of the Agreement and written request of Beneficiary, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default beyond any applicable cure period, Beneficiary may, without notice and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property or any part of the Property; sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

10. Default and Foreclosure. Upon default under the Agreement, subject to any applicable notice and cure rights contained in the Agreement, or in the performance of any obligation under this Deed of Trust beyond any applicable cure period, Beneficiary may declare all obligations secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

11. Due on Sale or Further Encumbrance. Trustor shall not sell, transfer or otherwise dispose of the real property described in this deed of trust, or any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the Beneficiary an express written assumption of all of Trustor's obligations hereunder this deed of trust, on a form reasonably acceptable to the Beneficiary. Consent to one transaction of this type will not constitute a waiver of the right to acquire consent to future or successive transactions.
12. General Provisions. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the City of National City, and its successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
13. Substitution of Trustees. Beneficiary, or any successor in ownership of any obligations secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.
14. Cumulative Powers and Remedies. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.
15. Conclusiveness of Recitals. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.
16. Attorneys' Fees. If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust. The prevailing party in any litigation, including but not limited to arbitration, writ petitions, complaints, and/or actions for declaratory relief, brought to enforce, interpret or reform the provisions of this Deed of Trust shall be entitled to reasonable attorneys' and experts' fees, costs and out-of-pocket expenses (whether or not considered recoverable "costs" under applicable statute) incurred in such litigation.

17. Request for Notices of Default and Sale. In accordance with Section 2924b of the California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that Deed of Trust executed by the Trustor concerning this Property be mailed to:

City of National City  
 Attention: Executive Director  
 1243 National City Boulevard  
 National City, CA 91950

**NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.**

18. Inspections. Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property at any and all reasonable times, upon 48 hours advance notice to Trustor. Inspections shall be conducted so as not to interfere with the tenants' use and enjoyment of the Property.

19. Hazardous Materials Defined. For purposes of this Deed of Trust, "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the California Solid Waste Management, Resource Recovery and Recycling Act (California Government Code Section 66700 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), Section 25117 or Section 25316 of the California Health & Safety Code; and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 et seq.). Notwithstanding the above, the term "Hazardous Materials" shall not include small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar residential properties provided they are used in compliance with applicable laws. The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use,

presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

20. Trustor's Hazardous Materials Representations and Warranties and Indemnity. In addition to the general and specific representations, covenants and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants and warrants, with respect to Hazardous Materials, as follows:

(a) Neither Trustor nor, to the best knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof, or any property adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by any other person) as a manufacturing site, dump site or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees, contractors and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors and agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor, except to the extent arising as a result of the negligence or willful misconduct of Beneficiary.

(c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Trustor or the Property ("Environmental Complaint") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) business days thereafter, oral and written notice of same to Beneficiary.

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the Property which, if true, could result in an order, suit or other action against Trustor affecting any

part of the Property by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under this Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable by law.

(e) The foregoing representation, covenants, indemnities and warranties shall be continuing and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by satisfaction of the obligations secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities and warranties shall survive such release.

21. Authority to Sign. All individuals signing this Deed of Trust for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

22. Agreement to Cooperate With Lenders. Beneficiary recognizes that the Property will serve as security for other obligations of Trustor, from time-to-time, and Beneficiary agrees to cooperate with Trustor to with respect to the grant of any such security. Without limiting the generality of the foregoing, upon Trustor’s request, Beneficiary agrees to: (i) provide an estoppel certificate to another lender of Trustor, (ii) enter into an agreement to provide for any notices that are given to Trustor by Beneficiary will also be given to another lender (and that such lender will have the right to cure), and (iii) to enter into an agreement with another lender, to provide reasonable assurances to such lender as such lender may require in order to lend to Trustor, provided such assurances do not materially impact Beneficiary’s rights hereunder.

**TRUSTOR:**  
Kimball Apartments, LLC, a California limited liability company

By: \_\_\_\_\_  
Luigi Angelucci, Member

**ACKNOWLEDGMENT**

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

State of California )

)

County of San Diego )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, 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

That certain real property located in the City of National City, County of San Diego, State of California more particularly described as follows:

Parcel 1:

All that portion of the Easterly half of 20 acres Lot 1, in quarter Section 132 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to map thereof No. 166, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the Northeasterly corner of said Lot 1; thence South 19° East along the Easterly line of said Lot, 40 feet to the Southerly line of 8th Street, thence South 71° West, along said Southerly line of 8th Street, 170 feet to the Northeasterly corner of parcel of land conveyed to S.M. Mann, by deed dated February 12, 1943 and recorded in Book 1470, Page 60 of Official Records and the true point of beginning; thence South 19° East, along the Easterly line of land so conveyed 130 feet; thence South 71° West, 80 feet; thence North 19° West, parallel with said Easterly line 130 feet to said Southerly line of 8th Street; thence North 71° East, along said Southerly line 80 feet to the true point of beginning.

Parcel 2:

All that portion of the Easterly half of 20 acres Lot 1 in quarter Section 132 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to map thereof No. 166, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the Northeasterly corner of said Lot 1, thence South 19° East along the Easterly line of said Lot, 40 feet to the Southerly line of 8th Street; thence South 71° West, along said Southerly line of 8th Street, 170 feet to the Northeasterly corner of parcel of land conveyed to S.M. Mann, by deed dated February 12, 1943 and recorded in Book 1470, Page 60 of Official Records; thence South 19° East along the Easterly line of land so conveyed 130 feet; thence South 71° West, 80 feet to the true point of beginning; thence continuing South 71° West, 60 feet to the Easterly line of the Westerly 10 feet of the Easterly 320 feet of said 20 acre Lot 1; thence North 19° West, along said Easterly line, 130 feet to said Southerly line of 8th Street, thence North 71° East, along said Southerly line of 8th Street, 60 feet to a line bearing North 19° West, from the true point of beginning; thence South 19° East, along said line, 130 feet to said true point of beginning.

Parcel 3:

That portion of the East half of 20 acre Lot 1 in quarter Section 132 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to map thereof No. 166, filed in the Office of the County Recorder of San Diego County, May 11, 1869, described as follows:

Commencing at the Northeast corner of said 20 acre Lot 1; thence along the Easterly line of said 20 acre Lot 1 South 19°00'00" West, 40.00 feet to the Southerly line of Eighth Street as shown on said Map No. 166; thence along said Southerly line South 71°00'00" West, 95.00 feet to the Northwest corner of land described in deed to Walter C. Daily, et al, recorded June 7, 1961 as File No. 97523, being the true point of beginning; thence continuing along the Southerly line of said Eighth Street, South 71°00'00" West, 75.00 feet to the Westerly line of land described in deed to Bruce A. Stafford, et al, recorded June 1, 1981 as File No. 81-169674; thence along the Westerly line of said Stafford's land South 19°00'00" East 185.86 East; South 26°00'00" West, 84.85 feet; and South 19°00'00" East, 4.14 feet to an angle point in the boundary of land described in deed to Rachel Pietila, et al, recorded April 9, 1970 as File No. 67124; thence along the boundary of said Pietila's land North 71°00'00" East to a line which is parallel with and 10.00 feet Southeasterly of the Northwesterly line of land described in deed to John M. Stafford et ux, recorded June 29, 1939 in Book 927, Page 5 of Official Records; thence along said line North 26°00'00" East, 84.85 feet; and North 19°00'00" West, 55.00 feet to the Westerly prolongation of the Southerly line of said Daily's land; thence along said prolongation North 71°00'00" East, 65.00 feet to the Southwest corner of said Daily's land; thence along the Westerly line of said Daily's land North 19°00'00" West, 135.00 feet to the true point of beginning.

Parcel 4:

That portion of the Easterly half of 20 acre Lot 1 in quarter Section 132 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to map thereof No. 166, filed in the Office of the County Recorder of said San Diego County, May 11, 1869, described as follows:

Commencing at the Northeasterly corner of said 20 acre Lot 1, being a point in the center line of Eighth Street; thence along the Easterly line of said lot South 19° East, 40.0 feet to the true point of beginning; thence continuing along Easterly line South 19° East, 135.00 feet; thence South 71° West, 95.00 feet; thence North 19° West, parallel with the Easterly line of said lot, 135.0 feet to the Southerly line of said Eighth Street; thence along said Southerly line, North 71° East, 95.0 feet to the true point of beginning. Excepting therefrom the Easterly 30.0 feet thereof.

Assessor's Parcel Number: 556-510-63

**No Fees per Government Code 6103**

**Recording Requested By:**

**When Recorded Mail To:**

National City Housing Authority  
Attention: Executive Director  
1243 National City Boulevard  
National City, CA 91950

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**SUBORDINATION AGREEMENT  
(1126 East 8th Street-Kimball Studios)**

**THIS SUBORDINATION AGREEMENT** (“Subordination Agreement”) is dated as of the \_\_\_ day of \_\_\_\_\_, 2021, by the City of National City (“City”), Kimball Apartments, LLC, a California limited liability company (“Borrower”) and Citizens Business Bank (“Lender”).

**RECITALS**

A. Borrower is the owner of certain real property generally located at 1126 East 8th Street, in the City of National City, County of San Diego, California (“Property”), as more particularly described in: (i) that certain Deed of Trust made by Borrower in favor of Lender, dated as of November 15, 2019, and recorded in the Office of the Recorder of the County of San Diego, State of California on November 22, 2019, as Instrument No. 2019-0544029 (“Lender Deed of Trust”); (ii) that certain Assignment of Rents made by Borrower in favor of Lender, dated as of November 15, 2019, and recorded in the Office of the Recorder of the County of San Diego, State of California on November 22, 2019, as Instrument No. 2019-0544030 (“Assignment of Rents”); (iii) that certain Hazardous Substances Certificate and Indemnity Agreement made by Borrower in favor of Lender, dated as of November 15, 2019, and recorded in the Office of the Recorder of the County of San Diego, State of California on November 22, 2019, as Instrument No. 2019-0544031 (“Indemnity Agreement”); and (iv) that certain Financing Statement in favor of Lender recorded in the Office of the Recorder of the County of San Diego, State of California on November 22, 2019, as Instrument No. 2019-0544032 (“Financing Statement”). The Lender Deed of Trust, Assignment of Rents, Indemnity Agreement and Financing Statement shall be referred to collectively herein as the “Lender Security Instruments.”

B. Concurrently with recordation of this Subordination Agreement, Borrower is causing the following to be recorded against the Property in the Office of the Recorder of the County of San Diego, State of California: (i) an Affordable Housing Density Bonus Agreement (“Density Bonus Agreement”) by and between the City and Borrower; and (ii) a Deed of Trust (“City Deed of Trust”) executed by the Borrower in favor of the City.

C. City, Lender and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the Lender Security Instruments and that the Lender Security Instruments shall unconditionally be and remain at all times liens, claims and charges on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

### **AGREEMENT**

1. Subordination of the Lender Security Instruments to the Density Bonus Agreement. The Lender Security Instruments, together with all rights and privileges of Lender and Borrower thereunder, are hereby irrevocably and unconditionally made subordinate to and subject to the Density Bonus Agreement and the Density Bonus Agreement is and will remain at all times, a lien, claim and charge on the Property prior and superior to the Lender Security Instruments and to all rights and privileges of Lender and Borrower thereunder; provided, however, that a violation of the Density Bonus Agreement shall not defeat, render invalid or limit the Lender Security Instruments.

2. Subordination of the City Deed of Trust to the Lender Security Instruments. The City Deed of Trust, together with all rights and privileges of the City and Borrower thereunder, are hereby irrevocably and unconditionally made subordinate to and subject to the Lender Security Instruments and the Lender Security Instruments will remain at all times liens, claims and charges on the Property prior and superior to the City Deed of Trust and all rights and privileges of the City and Borrower thereunder.

3. Notices. City, Lender and Borrower agree to give to each other copies of all notices of events of default under their respective documents. All notices given under this Subordination Agreement shall be in writing and sent to the party at its address appearing below (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). These addresses may be changed by any party by written notice to all other parties.

If to the City:	City of National City Attention: City Manager 1243 National City Boulevard National City, CA 91950
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If to Borrower:	Kimball Apartments, LLC 9865 Mesa Rim Road, Suite 215 San Diego, CA 92121
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**BORROWER:**

Kimball Apartments, LLC, a California limited liability company

By: \_\_\_\_\_

Luigi Angelucci, Member

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**CITY:**  
City of National City

By: \_\_\_\_\_  
Brad Raulston, City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Charles Bell Jr., City Attorney

**ACKNOWLEDGMENT**

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

State of California )

)

County of San Diego )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, 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)

**ACKNOWLEDGMENT**

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State of California )

)

County of San Diego )

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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)

**ACKNOWLEDGMENT**

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State of California )

)

County of San Diego )

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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)

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, (1) APPROVING AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT WITH KIMBALL APARTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RESTRICTING THE RENT AND OCCUPANCY OF FIVE (5) UNITS TO MODERATE INCOME HOUSEHOLDS IN EXCHANGE FOR ONE DENSITY BONUS CONCESSION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65915 – 65918 FOR THE DEVELOPMENT OF FIFTY-TWO (52) HOUSING UNITS LOCATED AT 1126 E 8<sup>TH</sup> STREET IN NATIONAL CITY; AND (2) APPROVING A SUBORDINATION AND INTERCREDITOR AGREEMENT WITH CITIZENS BUSINESS BANK SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF SAID AFFORDABLE HOUSING DENSITY BONUS AGREEMENT**

**WHEREAS**, Kimball Apartments, LLC, a California Limited Liability Company (“Developer”) is developing the property located at 1126 East 8<sup>th</sup> Street, in the City of National City, County of San Diego, California; and

**WHEREAS**, the current zoning allows for the construction of Fifty-Two (52) units by right; and

**WHEREAS**, the Developer will restrict the rent and occupancy of five (5) units to a moderate-income household (below 120% of area median income) in exchange for a reduction in parking from eighty-six (86) spaces to sixty-seven (67) spaces, mandated by California Government Code Sections 65915 – 65918; and

**WHEREAS**, the Affordable Density Housing Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the five (5) affordable units and the restriction of the affordable units by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years; and

**WHEREAS**, a Performance Deed of Trust will also be recorded to secure the Agreement on the property, and the Subordination Agreement establishes the City of National City as a Junior Lienholder of that Deed in Trust.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** That the City Council hereby approves an Affordable Housing Density Bonus Agreement with Kimball Apartments, LLC, a California Limited Liability Company, restricting the rent and occupancy of five (5) units to moderate-income households in exchange for one density bonus concession pursuant to California Government Code Sections 65915 – 65918 for the development of fifty-two (52) housing units located at 1126 E 8<sup>th</sup> Street in the City of National City, County of San Diego, California.

**Section 2:** That the City Council of the City of National City hereby approves a Subordination and Intercreditor Agreement with Citizens Business Bank subordinating the Deed of Trust securing the performance of said Affordable Housing Density Bonus Agreement.

**Section 3:** That the City of National City will record a Performance Deed of Trust securing the timely performance of the Affordable Housing Density Bonus Agreement. After being recorded in the County of San Diego, a copy of said Deed of Trust will be on file in the Office of the City Clerk.

**Section 4:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 2nd day of February 2021.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a Power Your Drive for Parks Public Electric Vehicle Charging Program Participation Agreement with San Diego Gas & Electric Company \(SDG&E\) for the installation of six Electric Vehicle Charging Stations, associated equipment and infrastructure, at Las Palmas Park \(located at 1810 E. 22nd Street\) to be used by the public, at their own expense, as part of SDG&E's "Power Your Drive for Parks" Program, and 2\) granting and authorizing the recordation of an easement on parcel No. 561-360-35-00 to SDG&E for the installation of electric vehicle charging station infrastructure. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING**

February 2, 2021

**AGENDA ITEM**

**ITEM TITLE:**

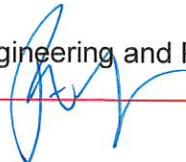
Resolution of the City Council of the City of National City 1) authorizing the Mayor to execute a Power Your Drive for Parks Public Electric Vehicle Charging Program Participation Agreement with San Diego Gas & Electric Company (SDG&E) for the installation of six Electric Vehicle Charging Stations, associated equipment and infrastructure, at Las Palmas Park (located at 1810 E. 22<sup>nd</sup> Street) to be used by the public, at their own expense, as part of SDG&E's "Power Your Drive for Parks" Program, and 2) granting and authorizing the recordation of an easement on parcel No. 561-360-35-00 to SDG&E for the installation of electric vehicle charging station infrastructure.

**PREPARED BY:** Jose Lopez, Deputy City Engineer 

**PHONE:** 619-336-4312

**EXPLANATION:**

See attached.

**DEPARTMENT:** Engineering and Public Works 

**APPROVED BY:** \_\_\_\_\_

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

SDG&E will install EV Charging Stations, associated equipment and infrastructure at no cost to the City. All users with Power Your Drive accounts will be billed separately by SDG&E for charging their personal vehicles.

**ENVIRONMENTAL**

A CEQA Notice of Exemption will be filed with the San Diego County Recorder's Office.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the Mayor to execute a Power Your Drive for Parks Public Electric Vehicle Charging Program Participation Agreement, and granting and authorizing the recordation of an easement on parcel No. 561-360-35-00 to SDG&E.

**BOARD / COMMISSION**

N/A

**ATTACHMENTS**

1. Preliminary Design Exhibits
2. Power Your Drive for Parks Public Electric Vehicle Charging Program Participation Agreement
3. Easement
4. Resolution

## **EXPLANATION**

In a continued effort to reduce greenhouse gas emissions (GHGs) and air pollution, SDG&E has adopted a new program, Power Your Drive for Parks Public EV Charging Program, that will bring 66 EV chargers installed at approximately 10 sites in disadvantaged communities throughout the County of San Diego. The two types of chargers that will be installed include: Level 2 (208-240 volt) chargers that can provide up to 10-20 miles of range per hour of charging and DC fast chargers (480 volt) that can provide about 50-60 miles per hour of charging. These chargers will accommodate existing EV drivers and encourage EV adoption. The program criteria is as follows: disadvantaged communities, site must include an appropriate location to deploy the charging equipment in a cost-effective manner, comply with ADA standards, and agree to program terms & conditions.

City staff submitted an application to install EV Charging infrastructure at the two top priority parks that were selected by the City's management team: Kimball Park, and Las Palmas Park. After a site walk-through between City staff and SDG&E at both parks, and the application review by SDG&E, Las Palmas Park (located at 1810 E. 22<sup>nd</sup> Street) was elected as one of the ten parks in the County to receive EV Charging infrastructure as a part of the Program. The installation will include six Electric Vehicle (EV) Charging Stations (four Level 2, and two DC Fast Chargers), associated equipment and infrastructure to be used by the public, at their own expense, as part of the Program. Users can download the ChargePoint app, create an account to pay for usage or pay by credit card on site for charging session. SDG&E will install the EV Charging Stations, associated equipment and infrastructure, at no cost to the City. The City is not obligated to perform any inspection or maintenance of installed electric vehicle supply equipment (EVSE). The City will notify SDG&E in cases of vandalism, damaged or non-functioning equipment.

In general, the program provides: no cost design, installation and operation of SDG&E infrastructure and EV charging equipment at no cost to the City for a period of eight years. At the end of the eight year term of the agreement, the City may have the option to purchase EVSE at fair market value, subject to regulatory approval, or the California Public Utilities Commission (CPUC) may extend the term of the Program, at which point an amendment may be executed. The City will also have the option to opt-out at the end of the term, if so desired.

Staff recommends the City Council adopt the resolution authorizing the Mayor to execute a Power Your Drive for Parks Public Electric Vehicle Charging Program Participation Agreement, and granting and authorizing the recordation of an easement on parcel No. 561-360-35-00 to SDG&E.

This project directly supports National City's Strategic Plan, General Plan and Climate Action Plan goals of pursuing green initiatives and building a sustainable city.





# SDG&E Power Your Drive for Parks Public EV Charging Program Participation Agreement



This CUSTOMER PARTICIPATION AGREEMENT (“Agreement”) is by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“SDG&E”) and City of National City (“Program Participant”). SDG&E and Program Participant are referred to individually as a “Party” and collectively as the “Parties.”

## RECITALS

- A. In support of California’s goal to reach 1.5 million zero-emission vehicles by 2025 and infrastructure to support more than 5 million zero-emission vehicles by 2030, Program Participant will permit, and SDG&E will own, install, operate and maintain electric vehicle charging stations at qualifying and selected Park & Beaches as part of SDG&E’s Power Your Drive for Parks Public EV Charging Program (“Program”) and as approved by the California Public Utilities Commission (CPUC).
- B. In general, the Program provides: no cost design, installation and operation of SDG&E infrastructure and EV Charging Equipment at no cost to Program Participant for a period of eight (8) years. SDG&E agrees to facilitate billing to EV Drivers using EVSPs as more fully described in Section 1.1 below.
- C. Pursuant to AB1083, Program Participant and SDG&E are entering into this Agreement for participation in the Program; and for installation and operation of public EV charging infrastructure at Las Palmas Park, 1810 E 22nd St, National City, CA 91950 (“Facility”).

## AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

### 1.0 GENERAL PROGRAM PARTICIPATION REQUIREMENTS:

To participate in the Program, Program Participant agrees to comply with the following requirements:

- 1.1 Have dedicated parking for the electric vehicles;
- 1.2 Execute and deliver an SDG&E approved easement which shall be recorded in the office of the County Recorder for the County of San Diego.
- 1.3 Cooperate with SDG&E to ensure the Facility meets applicable accessibility requirements of the Americans with Disabilities Act (ADA);
- 1.4 Notify SDG&E in cases of vandalism, damaged or non-functioning equipment. Program Participant is not obligated to perform any inspection or maintenance of installed EVSE;
- 1.5 Submit Owner Authorized Agent (OAA) Form. OAA approves SDG&E to act as Program Participant’s agent as it relates to obtaining any required permits for the installation of the EV infrastructure (**Exhibit A**) and;
- 1.6 Support data collection efforts as part of this Program.

### 2.0 DEFINITIONS

**ADA:** Americans with Disabilities Act.

**Disadvantaged Community:** Communities identified by census tract as being in the top quartile within SDG&E service territory as scored by the CalEPA EnviroScreen tool and as approved per SDG&E Advice Letter 2876-E, Submittal of Definition of Disadvantaged Communities for Electric Vehicle-Grid Integration (VGI) Pilot Program Pursuant to Commission Decision 16-01-045.

**Easement:** A real property instrument hereto grant right of way for SDG&E to construct, maintain, operate and repair any SDG&E owned infrastructure.

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**Effective Date:** The date that this Agreement is dually signed and executed.

**EV:** Electric Vehicle.

**EV Driver:** An EV operator who parks at and uses the EVSE at the Facility.

**EVSE:** Electric Vehicle Supply Equipment. All equipment needed to charge an EV including the EV charging station, switches, fuses, meters and other associated equipment.

**EVSP:** Electric Vehicle Service Provider. The third party selected by SDG&E to providing charging and billing services to EV Drivers.

**Facility:** The premises where the EV infrastructure will be located.

**Grantor:** The fee simple owner of the real property where the Facility is to be located pursuant to the Easement.

**Implementers:** SDG&E, its contractors, vendors, representatives, or other persons or entities responsible for implementing the Program on behalf of SDG&E.

**Intellectual Property Rights:** All trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

**In Service Date:** The date that Project is energized and project commissioning complete.

**Job or Project:** The installation of the approved EVSE at the Facility identified above.

**Power Your Fleet for Parks Public EV Charging Program (or Program):** All facets of the Power Your Fleet for Parks Public EV Charging Program.

**Program Participant:** The SDG&E Customer that enters into this Agreement.

**Rate:** The billing rate for use of charging at a Facility.

**Removal Cost:** EVSE removal costs which are the sum of (a) SDG&E's full cost and expense to remove the EVSE, (b) an amount equal to the portion of the undepreciated cost of the EVSE remaining at the time of removal, (c) the portion of the undepreciated amount of the installation costs remaining at the time of removal.

**SDG&E:** San Diego Gas & Electric Company.

## 3.0 RIGHT TO ACCESS

**3.1 Design and Installation:** Program Participant shall provide SDG&E and its Implementers access to the project location for purposes of design and installation of the EVSE. SDG&E and its Implementers shall make reasonable accommodations to minimize all impacts to Program Participant operations

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**3.2 Operation of Facility:** Program Participant shall provide SDG&E and its Implementers reasonable access to the Facility at all times.

## 4.0 EASEMENT REQUIREMENTS

Program Participant executes and shall deliver the Easement within 60 days of presentation by SDG&E. If Easement is not approved by SDG&E, Program Participant forfeits Program eligibility.

## 5.0 INSTALLATION OF EQUIPMENT

SDG&E and its Implementers will design and construct the infrastructure in compliance with the terms of this Agreement, as well as all applicable local, state and federal laws and regulatory requirements. For reference, a preliminary layout of proposed infrastructure is illustrated in **Exhibit B: Preliminary Site Plan**. Design layout is coordinated at the site walk, where both SDG&E and Program Participant provide input. Final design will be emailed to Program Participant for approval.

Program Participant shall have six (6) EV Charging Stations, four (4) Level 2 and two (2) DC Fast Chargers.

## 6.0 AMERICANS WITH DISABILITES ACT (ADA) REQUIREMENTS

Program Participant acknowledges that electric vehicle charging infrastructure is required to comply with ADA, if applicable, and California Building Standards, which may impact parking layouts and design.

## 7.0 ELECTRIC VEHICLE SERVICE PROVIDER (EVSP)

**7.1 EVSP:** SDG&E shall select an EVSP to provide charging and payment services to EV Drivers.

**7.2 Additional EVSP Services:** Separate and apart from this Agreement, the EVSP may offer and provide any additional or complementary services, as long as these services do not directly interfere with the objectives of the Program. Specifically, such services may not include activities, agreements, arrangements, policies or procedures that inhibit the ability of the EV Drivers to respond to the pricing signal of the EV Rate. The costs of any additional EVSP services will be borne by Program Participant.

## 8.0 RELOCATIONS

**8.1 Removal:** Except as otherwise provided herein or in the Easement, at any time during the Term of this Agreement, should Program Participant require removal of the EVSE or parts thereof, other than those specifically contemplated herein, Program Participant shall bear full Removal Cost of all infrastructure installed pursuant to this Agreement, including utility owned infrastructure.

Program Participant requesting removals shall be responsible for costs as identified in the Removal Cost Schedule:

Removal Cost Schedule	
Year	Program Participant Percentage Responsibility
1	88%
2	75%
3	63%
4	50%

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5	38%
6	25%
7	13%
8	0%

**8.2 Relocations:** Except as otherwise provided herein or in the Easement, at any time during the course of this Agreement or the duration of the Easement, whichever is longer, should Program Participant require relocation of the infrastructure installed pursuant to this Agreement including Utility owned infrastructure or parts thereof, such relocation shall be by mutual agreement of the Parties. Should SDG&E approve relocation of such infrastructure, such relocation shall be at sole expense of Program Participant regardless of whether Utility owned or Program Participant owned, and in accordance with any Program requirements, laws, regulations, or other applicable jurisdictional requirements in effect at the time of relocation. Additionally, at SDG&E's discretion, upon a relocation, Program Participant shall either amend the Easement to include the legal description of the new location or enter into a new Easement with SDG&E.

**9.0 RATE**

EV Drivers will be charged the EV-TOU Rate, and the EVSP will manage the EV Driver's payment.

**10.0 DATA COLLECTION & USE**

Program Participant shall support the data collection requirements of the Program. Data collection requirements will conform with the requirements of the CPUC. Program Participant consents to the use and disclosure, by SDG&E, its agents and representatives of data gathered as part of the Program for use in regulatory reporting, industry forums, case studies or other similar activities.

**11.0 CONTACT INFORMATION**

Facility contact persons for Program Participant shall be as follows:

**11.1 Designated Program Participant Contact Person for Operations**

Primary - Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Back-up - Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**11.2 Designated SDG&E Contact Person for Operations**

Primary - Name: Joe Bielawski  
 Job Title: Project Manager, Operations  
 Agency: SDG&E  
 Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123

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Email: Jbielaw1@sdge.com  
Phone: (858) 276-9980

Back-up - Name: Anthony Aguirre  
Job Title: Project Manger, Power Your Drive for Parks  
Agency: SDG&E  
Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123  
Email: aaguirre@sdge.com  
Phone: (619) 416-2311

## 12.0 COMPENSATION

Except as otherwise provided in this Agreement, under no conditions shall Program Participant receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in this Agreement or for participation in any way as part of the Program, including but not limited to:

- Easement;
- Use of data for lawful purposes;
- Loss of activity during construction or maintenance activities, or
- Any other inconvenience or loss, without limitation, related to participation.

## 13.0 CONFIDENTIALITY

During the term of this Agreement, Program Participant may be provided with information of a confidential nature (“Confidential Information”) by SDG&E or its Implementers.

**13.1 Duty of Confidentiality.** Throughout and after the duration of this Agreement, Program Participant shall hold all Confidential Information in strict confidence. Without SDG&E’s prior written approval, Program Participant shall not use, disclose, reproduce, distribute, or otherwise misappropriate any Confidential Information, nor shall Program Participant take any action that may cause, or fail to take any action necessary to prevent causing, any Confidential Information to lose its character as Confidential Information.

**13.2 Return of Materials.** Upon the termination or conclusion of this Agreement for any reason, or upon earlier request by SDG&E, its Implementers or other designated representatives, Program Participant shall promptly erase and destroy or otherwise return all Confidential Information and other documents or data that contain Confidential Information.

**13.3 Customer Information.** Program Participant acknowledges and agrees that all information Program Participant collects or obtains from SDG&E, its Implementers or other designated representatives with regard to EV Drivers, including but not limited to names, addresses, telephone numbers, account numbers, utility bill data, energy usage, demographics, financial data, or any other personal information (“Customer Information”), shall be deemed Confidential Information.

**13.4. Data Security.** Program Participant will establish and diligently maintain safeguards and security practices to protect against the destruction, loss, or disclosure of any Confidential Information in its custody or possession. If Program Participant discovers a breach of security, it shall immediately notify SDG&E (use Contact Information included in Section 11.2) and use its best efforts to mitigate the breach and prevent any disclosure or loss of Confidential Information.

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Notwithstanding the foregoing, SDG&E understands that Program Participant is a public entity and subject to federal, state and local regulation governing public records, including the California Public Records Act. SDG&E understands and agrees that Program Participant shall comply with all such regulations, including the disclosure of Confidential Information, if legally required.

## 14.0 INTELLECTUAL PROPERTY

Nothing in this Agreement or the Parties' performance of it is intended to or shall be deemed to convey any Intellectual Property Rights to Program Participant. All Intellectual Property Rights relating to the Program are expressly reserved to SDG&E, its Implementers or other designated representatives and their respective licensors.

## 15.0 WAIVER

No provision of this Agreement may be waived unless agreed to by SDG&E and Program Participant in writing. SDG&E's or Program Participant's failure to insist upon strict performance of any provision of the Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Agreement.

## 16.0 DISPUTE RESOLUTION

**16.1 Meet and Confer:** In the event of a dispute relating to this Agreement, Program Participant and SDG&E, its Implementers or other designated representatives shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute.

**16.2 Arbitration:** In the event the Parties fail to resolve by negotiation any dispute arising out of or relating to this Agreement, such dispute shall be resolved by binding arbitration administered by JAMS (formerly known as Judicial Arbitration and Mediation Services) under its then current rules. The arbitration shall be conducted in San Diego County, California. The Parties hereby irrevocably waive any right to have such disputes tried before a jury. If either Party refuses or fails to participate in arbitration after receiving notice, then the arbitrator shall make an award based on the evidence presented to him or her. The arbitrator shall award the prevailing Party its fees and costs. Any arbitration award shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. In no event may arbitration be demanded on any claim after the applicable statute of limitation for commencing litigation has expired.

## 17.0 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for any litigation arising from or relating to this Agreement shall be in San Diego County, California.

## 18.0 PROGRAM PARTICIPANT REPRESENTATIONS

Program Participant represents it is an independent entity from SDG&E, its affiliates, contractors, vendors, representatives, designees and nothing herein shall be construed as creating any agency, partnership, or other form of joint enterprise between Program Participant and SDG&E, its affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as otherwise provide herein, nor make any representations of any kind to this effect. Program Participant represents that it is the fee title owner and has the ability to grant the Easement.

## 19.0 THIRD PARTY BENEFICIARIES

This Agreement and any related documents are solely between the Parties and no third parties are

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intended beneficiaries.

## 20.0 SEVERABILITY

If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of lawful jurisdiction, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision.

## 21.0 MARKETING & BRANDING (SDG&E BRAND or EVSP BRAND)

**22.1 Disclaimer:** All marketing, advertising or promotional materials which reference SDG&E, its Implementers or other designated representatives or the Program itself, shall include a disclaimer which shall state that Program Participant is not an agent or affiliate of any and all of SDG&E, its Implementers or other designated representatives.

**22.2 Logos/ Trademarks:** Program Participant shall not use the logos, trademarks or service marks of SDG&E, its Implementers or other designated representatives in any of Program Participant's marketing, advertising, or promotional materials without express written approval from SDG&E, its Implementers or other designated representatives as appropriate.

**22.3 Signage:** Neither SDG&E nor its Implementers or other designated representatives or the Program itself shall be allowed to erect signage or other marketing materials on Program Participant property without prior express approval.

**22.4 Marketing Materials:** SDG&E must pre-approve all Program marketing materials.

**22.5 Endorsements:** Program Participant shall not state or imply endorsement on the part of SDG&E, its contractors or other designated representatives or the Program.

**22.6 Right to Review Materials:** SDG&E, its contractors or other designated representatives reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Program Participant which references the Program Participant's participation in this Agreement or the Program, financing and other SDG&E programs or those of the contractors or other designated representatives. At its sole discretion, SDG&E, its contractors or other designated representatives may require the Program Participant to submit such copy and materials for pre-approval. Approval shall be granted, unless SDG&E, its contractors or other designated representatives, in its sole discretion, determines that the copy or materials are misleading, in error, or fail to meet the requirements of this Agreement. The Program Participant agrees to remove from circulation or otherwise discontinue the use of any such materials.

## 22.0 CHANGES

SDG&E, its Implementers or other designated representatives may initiate changes to the Program as circumstances dictate. SDG&E, its Implementers or other designated representatives will make every effort to provide at least 30 calendar days written notice of changes that affect Program activities. In the event SDG&E, its Implementers or other designated representatives materially change the Program to the detriment of Program Participant, Program Participant may terminate this Agreement or rescind the Easement upon 30 days written notice to SDG&E, subject to the terms of this Agreement.

Design Changes, Program Participant acknowledges and agrees that any infrastructure installed by SDG&E may vary from the Conceptual Design, if, in SDG&E's sole discretion, actual Site conditions or municipal requirements dictate such changes. Program Participant may be responsible

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for incremental costs associated with changes to design requested by Program Participant for convenience after acceptance of design.

## 23.0 TERMINATION AND TRANSFER

**23.1 Term:** This Agreement shall be in effect from the Effective Date (“Effective Date”) through a period of eight (8) years from the In-Service Date (“In-Service Date”), unless the parties agree in writing to cancel or extend the Term (“Term”).

**23.2 SDG&E Right to Terminate:** SDG&E may terminate, or for any duration suspend, this Agreement and Program Participant’s participation in the Program, or operation of the infrastructure, with or without cause, at any time, and for any reason, such reasons may include but are not limited to:

- Failure to provide or maintain terms of the Easement
- Breach of Agreement in whole or in part
- Permitting issues
- Exceptional installation costs
- Environmental concerns
- Program no longer authorized by the CPUC
- Any other reason(s) not in Program or ratepayers’ best interest

**23.3 Termination:** Program Participant may terminate this Agreement upon thirty (30) days notice should SDG&E materially breach any material term of this Agreement or fail to perform any material its obligations hereunder, after notice and a reasonable opportunity to cure. Should a sale of property or other circumstance result in Program Participant losing ability to perform its obligations per this Agreement, Program Participant shall immediately notify SDG&E in writing and without delay within ten (10) days of Program Participant knowledge of such a possibility and notwithstanding anything to the contrary contained herein, this Agreement shall terminate. Notwithstanding anything contained in this Agreement, if Program Participant terminates the Agreement for any reason other than an SDG&E material breach prior to the eight (8) year period, Program Participant will be responsible for the Removal Cost as calculated pursuant to the Removal Cost Schedule in Section 8.1. If after signing this Agreement, Program Participant withdraws from the Program prior to the site being activated, then SDG&E reserves the right to recover all fees and costs incurred by it and its Implementers after the Effective Date including, but not limited to, design cost, site walk costs, etc.

**23.4 Transfer of Agreement:** Under no circumstance may this Agreement or parts thereof be assigned, transferred or otherwise conveyed without prior reasonable written approval of the other Party.

**23.5 Quitclaim:** Upon the expiration or earlier termination of this Agreement and removal of all above grade infrastructure, SDG&E shall quitclaim all of its interest in the Easement.

## 24.0 OPTION TO PURCHASE EVSE

At the end of the eight (8) year term of this Agreement, Program Participants may have the option to purchase EVSE located at: Las Palmas Park, 1810 E 22nd St, National City, CA 91950, SDG&E may sell EVSE to Program Participant at fair market value, subject to regulatory approval. Program Participant must notify SDG&E in writing of its interest to purchase EVSE within thirty (30) days of completing the eight (8) year period term of this Agreement.

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## 25.0 NOTICES

Any notice provided under this Agreement shall be sent via certified U.S. Mail, signature required. Notice is deemed effective on the third day after it is deposited in the U.S. Mail. Notice pursuant to this Agreement shall be sent to:

### 25.1 Program Participant:

Primary - Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Back-up - Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

### 25.2 SDG&E:

Primary - Name: Anthony Aguirre  
Job Title: Project Manager, Power Your Drive for Parks  
Agency: SDG&E  
Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123  
Email: aaguirre@sdge.com  
Phone: (619) 416-2311

Back-up - Name: Chris Farretta  
Job Title: Clean Transportation Programs Manager  
Agency: SDG&E  
Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123  
Email: cfarreta@sdge.com  
Phone: (858) 547-3091

## 26.0 AUTHORITY

The undersigned represents and warrants that it has the requisite power, legal authority and capacity to enter into this Agreement and to perform each and every obligation required of Program Participant under this Agreement.

## 27.0 MISCELLANEOUS

This Agreement, including the Exhibits attached hereto and all items incorporated herein by reference and any written modification shall represent the entire and integrated agreement between the Parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the Parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the

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subject matter of this Agreement or written modification. If any provision of this Agreement is in any way deemed unenforceable, then the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held unenforceable, shall not be affected, and each term and provision shall be enforceable to the fullest extent permitted by law.

At any time either Party is aware of, any ambiguity in, or conflict between or within this document, said Party shall immediately bring such ambiguity to the attention of the other Party or its designated representative for clarification and resolution.

## 28.0 ACKNOWLEDGEMENT

Program Participant represents and warrants that it has the requisite power, legal authority and capacity to enter into this Agreement and to perform each and every obligation required of Program Participant under this Agreement. In addition, the undersigned warrants and represents that the person signing this Agreement on the Party's behalf has and shall have all requisite power and legal authority to bind the Party on whose behalf he/she is signing to the Party's obligations under this Agreement.

Program Participant acknowledges that it has provided all required information and documentation truthfully and accurately.

This Agreement shall become effective as of the Effective Date.

### PROGRAM PARTICIPANT

### SAN DIEGO GAS & ELECTRIC

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Agency

**SDG&E Power Your Drive for Parks Public EV Charging Program  
Participation Agreement**



Date: \_\_\_\_\_ Site ID#: \_\_\_\_\_ Site Name: \_\_\_\_\_

**EXHIBIT A: Owner Authorized Agent Form**

**Owner Authorized Agent Form**

I, \_\_\_\_\_, hereby authorize San Diego Gas & Electric to act as my agent in all documents / forms as it relates to obtaining Agency permits for the installation of AB 1082/AB 1083 EV charging infrastructure at the property listed below.

**SITE HOST TO COMPLETE**

Property Address:

Las Palmas Park, 1810 E 22nd St, National City, CA 91950  
\_\_\_\_\_

Agent Name, Address & Telephone Number:

Anthony Aguirre, Project Manager SDG&E  
\_\_\_\_\_

8306 Century Park Court, CP 42F, San Diego, CA 92123  
\_\_\_\_\_

aaguirre@sdge.com, (619) 416-2311  
\_\_\_\_\_

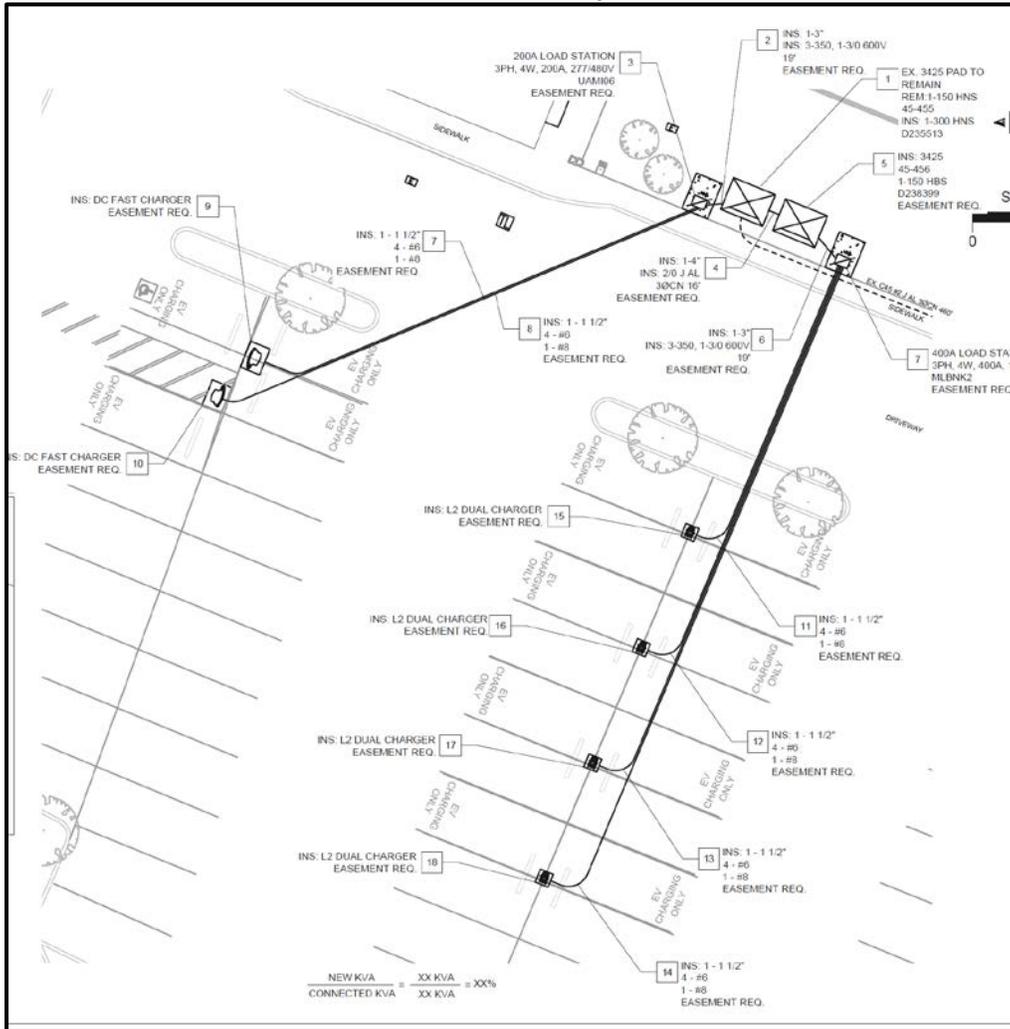
Property Owner Name, Address, & Telephone Number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## EXHIBIT B: Preliminary Site Plan



Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
8690 Balboa Avenue  
San Diego, CA 92123-1569  
Attn: Real Estate Records – CPA01

SPACE ABOVE FOR RECORDER'S USE

Project No.: 3-333203  
Notif. No.: 3-333260  
A.P.N.: 561-360-35  
SR No.: 457398

Transfer Tax None  
SAN DIEGO GAS & ELECTRIC COMPANY

## RW 372055

### EASEMENT

CITY OF NATIONAL CITY (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and electric vehicle charging stations (“EV Stations”), and appurtenances for the transmission and distribution of electricity to the Facilities.
2. Communication facilities and appurtenances, which can include Supervisory Control and Data Acquisition (“SCADA”).

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

That portion of Quarter Sections 127, 128, and 134 of Rancho De La Nacion, according to Map thereof 166, filed in the Office of the County recorder of said County of San Diego, said portion is more particularly described in Resolution No. 6280, filed at the City of National City, City Clerk, passed and adopted on November 3, 1954.

The easement in the aforesaid property shall be those strips of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of each and every utility facility installed within said property on or before **December 31, 2021**.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground Facility (other than the EV Station) and within three (3) feet of the EV Station installed within this easement.

Grantor shall provide at all times, a delineated space surrounding each EV Station, so that EV Station may be accessed and used by an electric vehicle for charging. SDG&E shall stencil, in paint, the ground of such stall with the letters "EV Charging Only". SDG&E shall mark a minimum of two and up to half of these spaces with a sign that states: "No parking except for electric vehicle charging". All signage proposed for this project shall conform to City Wide Sign Regulations and be administered by the Sign Code Administration Division of the Planning Department, where applicable.

Upon Grantor and Grantee's mutual agreement, at both parties' sole discretion, Grantee will (i) remove Grantee's facilities from the Easement within a reasonable period of time, and (ii) upon Grantor's request, furnish Grantor a good and sufficient quitclaim of the Easement; provided, that Grantee shall have such time as is necessary to obtain any and all agency or jurisdictional requirements and approvals necessary for such removal and quitclaim, including but not limited to any approval from the California Public Utilities Commission as may be required.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF NATIONAL CITY

By: \_\_\_\_\_

Name: \_\_\_\_\_  
PRINT NAME

Title: \_\_\_\_\_

Drawn: BCorbilla  
Checked: *CME*  
Date: 11/13/2020  
Site No: 83200012  
Site Name: National City - Las Palmas Park

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,  
(name, title of officer)

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 of Notary Public)

(Notary Seal)

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE MAYOR TO EXECUTE A POWER YOUR DRIVE FOR PARKS PUBLIC ELECTRIC VEHICLE CHARGING PROGRAM PARTICIPATION AGREEMENT WITH SAN DIEGO GAS & ELECTRIC COMPANY (SDG&E) FOR THE INSTALLATION OF SIX (6) ELECTRIC VEHICLE CHARGING STATIONS, ASSOCIATED EQUIPMENT, AND INFRASTRUCTURE, AT LAS PALMAS PARK (LOCATED AT 1810 E. 22<sup>ND</sup> STREET) TO BE USED BY THE PUBLIC, AT THEIR OWN EXPENSE, AS PART OF SDG&E'S "POWER YOUR DRIVE FOR PARKS" PROGRAM, AND 2) GRANTING AND AUTHORIZING THE RECORDATION OF AN EASEMENT ON PARCEL NO. 561-360-35-00 TO SDG&E FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATION INFRASTRUCTURE.**

**WHEREAS**, in a continued effort to reduce greenhouse gas emissions (GHGs) and air pollution, SDG&E has adopted a new program, Power Your Drive for Parks Program (the Program), that will install sixty-six (66) Electric Vehicle Charging Stations to approximately ten (10) sites in disadvantaged communities throughout the County of San Diego; and

**WHEREAS**, SDG&E has approved the City of National City's application for installation of six (6) Electric Vehicle Charging Stations, associated equipment, and infrastructure at Las Palmas Park (located at 1810 E. 22<sup>nd</sup> Street, to be used by the public, at their own expense, as part of SDG&E's Program.

**WHEREAS**, SDG&E will install the six (6) Electric Vehicle Charging Stations, associated equipment, and infrastructure at no cost to the City and the City will not be obligated to perform any inspection or maintenance; and

**WHEREAS**, this directly supports the City's Strategic Plan, General Plan, and Climate Action Plan goals of pursuing green initiatives and building a sustainable city.

**WHEREAS**, City staff recommends the City Council adopt the resolution (1) authorizing the Mayor to execute the Program's Participation Agreement and (2) authorizing the recordation of an easement on parcel No. 561-360-35-00 to SDG&E for the installation of EV charging station infrastructure.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** That the City Council hereby authorizes the Mayor to execute a Power Your Drive for Parks Public Electric Vehicle Charging Program Participation Agreement with San Diego Gas & Electric Company for the installation of six (6) Electric Vehicle Charging Stations, associated equipment, and infrastructure, at Las Palmas Park,

located at 1810 East 22<sup>nd</sup> Street to be used by the public, at their own expense, as part of SDG&E’s “Power Your Drive for Parks” Program.

**Section 2:** That the City Council of the City of National City hereby grant and authorize the recordation of an easement on parcel No. 561-360-35-00 to San Diego Gas & Electric Company for the installation of electric vehicle charging station infrastructure.

**Section 3:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 2nd day of February 2021.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) awarding a contract to Eagle Paving Company, Inc. in the not-to-exceed amount of \\$1,086,911.00 for the Sweetwater Road Safety Enhancement Project, CIP No. 19-12; 2\) authorizing a 15% contingency in the amount of \\$163,036.65 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 2, 2021

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) awarding a contract to Eagle Paving Company, Inc. in the not-to-exceed amount of \$1,086,911.00 for the Sweetwater Road Safety Enhancement Project, CIP No. 19-12; 2) authorizing a 15% contingency in the amount of \$163,036.65 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

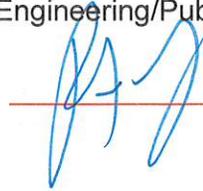
**PREPARED BY:** Luca Zappiello, Assistant Engineer - Civil



**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4360

**APPROVED BY:**



**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:**



**Finance**

**ACCOUNT NO.**

Contract Award - \$1,086,911.00  
Expenditure Account No. 296-409-500-598-6048 (Federal HSIP Grant) - \$604,440  
Expenditure Account No. 307-409-500-598-6558 (Traffic Signal Upgrades) - \$482,471

**APPROVED:**

**MIS**

15% Contingency - \$163,036.65  
Expenditure Account No. 307-409-500-598-6558 (Traffic Signal Upgrades) - \$163,036.65

**ENVIRONMENTAL REVIEW:**

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(22), approved October 30, 2019.

**ORDINANCE:**  **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt Resolution awarding a contract to Eagle Paving Company, Inc. in the not-to-exceed amount of \$1,086,911.00 for the Sweetwater Road Safety Enhancement Project, CIP No. 19-12.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation w/ Vicinity Location Map
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Owner-Contract Agreement
5. Resolution

## **EXPLANATION**

On December 12, 2016, the California Department of Transportation (Caltrans) awarded a \$680,940 Highway Safety Improvement Program (HSIP) grant for the Sweetwater Road Safety Enhancements Project.

On January 27, 2020, Caltrans authorized the City to proceed with the construction phase in the amount of \$680,940 (\$604,440 for construction and \$76,500 for construction management). There is an \$83,475 local match requirement, which is available through prior City Council local *TransNet* appropriations for FY 2020, however, the City will contribute more than the required local match for this project in order to address necessary pavement rehabilitation. The additional funds are also available through prior City Council local *TransNet* appropriations for FY 2020.

The Sweetwater Road Safety Enhancement project will provide a 2" grind and overlay on 0.5 miles of Sweetwater Road from Stockman Street to the east side of Via Romaya Street within the existing right-of way, and upgrade ADA ramps to the current standard within the project limits, as well as address damaged cross gutter, and curb and gutter. The project will also install new street lighting, raised median for traffic calming, new striping including crosswalk and class II bike lane along Sweetwater Road.

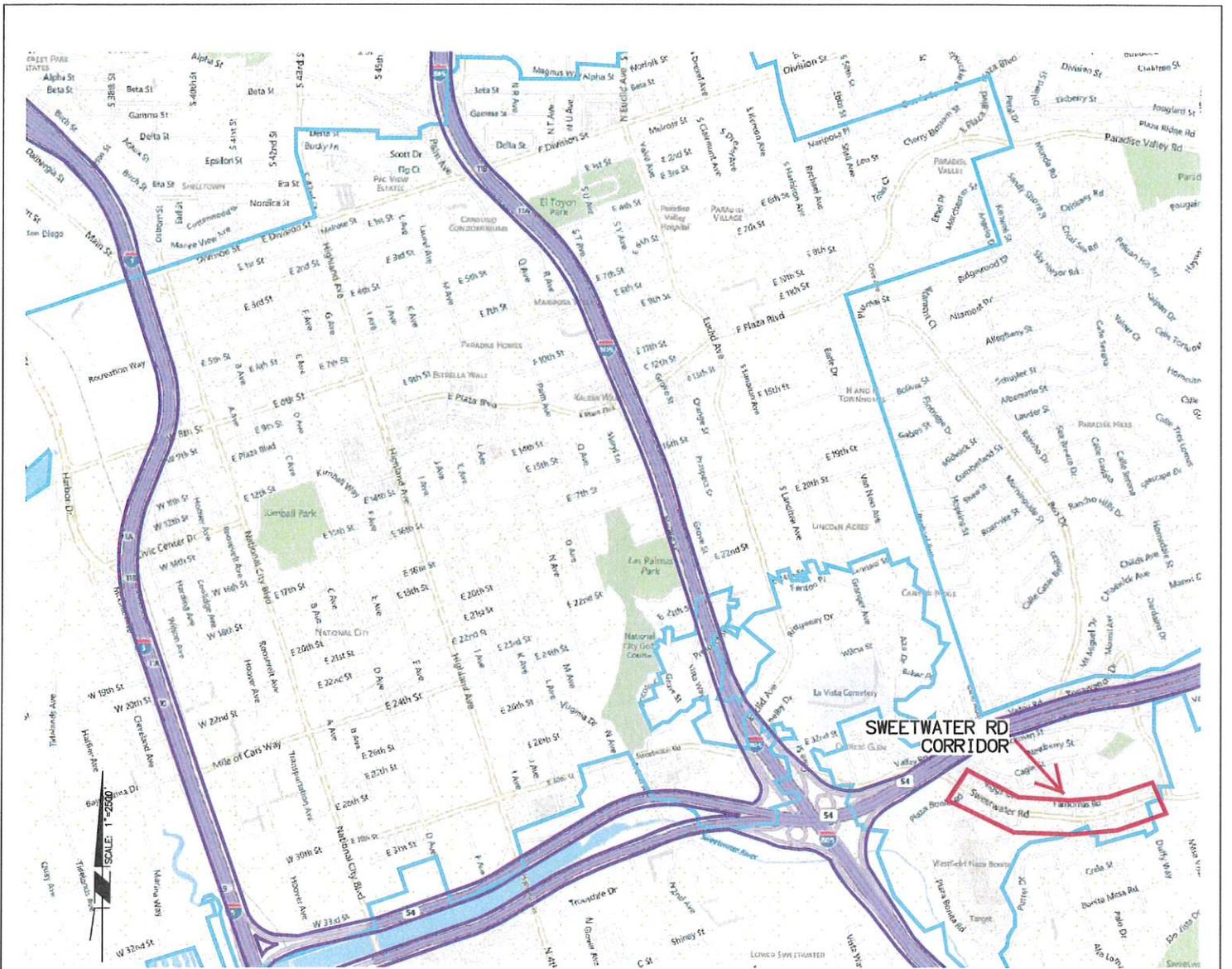
On December 10, 2020, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On December 21, 2020 and December 28, 2020, the bid solicitation was advertised in local newspapers.

On January 11, 2019, six (6) bids were received by the 11:00 a.m. deadline. Eagle Paving Company, Inc. was the apparent lowest bidder with a total bid amount of \$1,086,911.00. Upon review of all documents submitted, Eagle Paving's bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Eagle Paving Company, Inc. in the amount not to exceed \$1,086,911.00 and authorizing a 15% contingency in the amount of \$163,036.65 to address any unforeseen conditions that may arise. The contract will be funded through a combination of Federal HSIP Funds and *TransNet*.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Also attached is the Owner-Contractor Agreement.

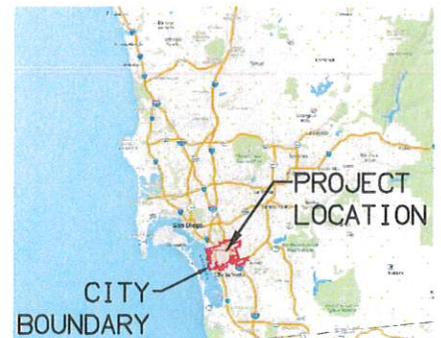
Construction is estimated to be completed by Summer 2021. Updates will be provided on the City's CIP website at: [nationalcityprojects.com](http://nationalcityprojects.com).



**LEGEND**

- CORRIDOR LIMITS
- CITY BOUNDARY
- CALTRANS RIGHT OF WAY

**VICINITY MAP**



**VICINITY/LOCATION MAP**

CITY OF NATIONAL CITY  
 R9: INSTALL RAISED MEDIAN AND R1: ADD SEGMENT LIGHTING  
 2016 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

**ATTACHMENT**



## BID OPENING SUMMARY

**NAME:** SWEETWATER ROAD SAFETY ENHANCEMENTS PROJECT  
**CIP NO:** 19-12  
**DATE:** Monday, January 11, 2020  
**TIME:** 11:00 A.M.  
**ESTIMATE:** \$1,270,000.00  
**PROJECT ENGINEER:** Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA #1,2	BID SECURITY - BOND
1.	Eagle Paving Company, Inc. 13915 Danielson Street Poway, CA 92064	<b>\$1,086,911.00</b>	Yes	Bond
2.	Blue Pacific Engineering & Construction 7330 Opportunity Rd, Suite J San Diego, CA 92111	<b>\$1,088,430.00</b>	Yes	Bond
3.	LB Civil Construction, Inc. 324 E. Valley Rd Escondido, CA 92025	<b>\$1,105,050.00</b>	Yes	Bond
4.	LC Paving & Sealing, Inc. 620 Alpine Way Escondido, CA 92029	<b>\$1,167,448.00</b>	Yes	Bond
5.	Portillo Concrete Inc. 3527 Citrus St Lemon Grove, CA 91945	<b>\$1,255,485.00</b>	Yes	Bond
6.	PAL General Engineering 2364 Paseo De Las Americas San Diego, CA 92154	<b>\$1,900,513.00</b>	Yes	Bond

**Bid Results for Sweetwater Road Safety Enhancements Project (CIP No. 19-12)**

Item No.	Description	Unit	Qty.	Eagle Paving Company, Inc.		Blue Pacific Engineering & Construction		LB Civil Construction, Inc.	
<b>Base Bid -Sweetwater Road Safety Enhancements Project</b>									
1	Mobilization/Demobilization	LS	1	\$20,000.05	\$20,000.05	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00
2	Traffic and Pedestrian Control	LS	1	\$26,000.00	\$26,000.00	\$68,000.00	\$68,000.00	\$40,000.00	\$40,000.00
3	Signing and Striping	LS	1	\$30,554.70	\$30,554.70	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00
4	Surveying	LS	1	\$13,500.00	\$13,500.00	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00
5	Construct 6" Type B-3 Pinned Median Curb per SDRSD G-6	LF	4750	\$30.80	\$146,300.00	\$30.00	\$142,500.00	\$20.00	\$95,000.00
6	Construct 6" PCC Pavement Median Over Existing Asphalt Pavement	SF	13910	\$8.80	\$122,408.00	\$10.00	\$139,100.00	\$6.00	\$83,460.00
7	Furnish and Install 2" PVC Conduit with Mule Tape and Tracer Wire	LF	2700	\$30.45	\$82,215.00	\$27.00	\$72,900.00	\$44.00	\$118,800.00
8	Furnish and Install Power Conductors, Ground and Splicing Per Plan	LF	2800	\$5.46	\$15,288.00	\$5.00	\$14,000.00	\$6.00	\$16,800.00
9	Furnish and Install #3.5 Pull Box	EA	15	\$367.50	\$5,512.50	\$500.00	\$7,500.00	\$400.00	\$6,000.00
10	Furnish and Install #5 Pull Box	EA	1	\$420.00	\$420.00	\$800.00	\$800.00	\$450.00	\$450.00
11	Furnish and Install Street Light Standard with Foundation Complete	EA	12	\$6,300.00	\$75,600.00	\$6,500.00	\$78,000.00	\$6,500.00	\$78,000.00
12	Furnish and Install 2P-30A Circuit Breaker in Existing Service Pedestal	EA	2	\$157.50	\$315.00	\$500.00	\$1,000.00	\$170.00	\$340.00
13	Remove and Salvage Existing Street Lighting Fixture, Furnish and Install New LED Luminaire Street Lighting Fixture	EA	5	\$945.00	\$4,725.00	\$1,200.00	\$6,000.00	\$900.00	\$4,500.00
14	Furnish and Install 6' Vehicle Detector Loop Per Caltrans Standard Plan ES-5B	EA	20	\$435.75	\$8,715.00	\$450.00	\$9,000.00	\$400.00	\$8,000.00
<b>Sub Total</b>				\$551,553.25		\$635,800.00		\$536,350.00	
<b>Alternate 1 -Sweetwater Road Safety Enhancements Project</b>									
1	2" AC Grind and Overlay	SF	257000	\$1.62	\$416,340.00	\$1.34	\$344,380.00	\$1.50	\$385,500.00
2	Full Street Section Remove and Replace	SF	300	\$29.50	\$8,850.00	\$25.00	\$7,500.00	\$100.00	\$30,000.00
3	Furnish and Install 6' Vehicle Detector Loop Per Caltrans Standard Plan ES-5B	EA	33	\$435.75	\$14,379.75	\$450.00	\$14,850.00	\$400.00	\$13,200.00
4	Construct Curb Ramp Per Plan	EA	18	\$4,730.00	\$85,140.00	\$4,000.00	\$72,000.00	\$5,500.00	\$99,000.00

5	Construct 4" PCC Sidewalk Per SDRSD G-7	SF	500	\$13.20	\$6,600.00	\$15.00	\$7,500.00	\$50.00	\$25,000.00
6	Construct 6" Curb and Gutter Per SDRSD G-1	LF	80	\$50.60	\$4,048.00	\$80.00	\$6,400.00	\$200.00	\$16,000.00
Sub Total				\$535,357.75		\$452,630.00		\$568,700.00	
<b>Total</b>				<b>\$1,086,911.00</b>		<b>\$1,088,430.00</b>		<b>\$1,105,050.00</b>	

## OWNER - CONTRACTOR AGREEMENT

### SWEETWATER ROAD SAFETY ENHANCEMENTS, CIP NO. 19-12

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Eagle Paving Company, Inc. ("Contractor")**, 13915 Danielson Street, San Diego, CA 92064, on the 2<sup>nd</sup> of February, 2021, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

#### 1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

#### 2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

#### 3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

#### 4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

\_\_\_\_\_  
(Initial)

\_\_\_\_\_  
(Initial)

**EXHIBIT A**

**CONTRACT DOCUMENTS**

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

) )  
) )

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that \_\_\_\_\_, who signed said contract on behalf of the Contractor, was then \_\_\_\_\_ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that \_\_\_\_\_, who signed said contract on behalf of the Contractor, was then \_\_\_\_\_ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: \_\_\_\_\_

) )  
) )

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2020-\_\_\_\_\_, on the 2<sup>nd</sup> day of February, 2021, has awarded Eagle Paving Company, Inc., hereinafter designated as the "Principal", the SWEETWATER ROAD SAFETY ENHANCEMENTS, CIP NO. 19-12.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **One Million, Eighty Six Thousand, Nine Hundred Eleven (\$1,086,911.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such



It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

Surety

Principal

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO EAGLE PAVING COMPANY, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$1,086,911.00 FOR THE SWEETWATER ROAD SAFETY ENHANCEMENT PROJECT, CIP NO. 19-12; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$163,036.65 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT**

**WHEREAS**, the Sweetwater Road Safety Enhancement Project, CIP No. 19-12 (Project) will provide a 2" grind and overlay on 0.5 miles of Sweetwater Road from Stockman Street to the east side of Via Romaya Street within the existing right-of way, upgrade ADA ramps to the current standard within the Project limits, as well as address damaged cross gutter, curb and gutter and will also install new street lighting, raised median for traffic calming, new striping including crosswalk and class II bike lane along Sweetwater Road; and

**WHEREAS**, on December 12, 2016, the California Department of Transportation (Caltrans) awarded the City of National City (City) a \$680,940 Highway Safety Improvement Program (HSIP) grant for the Project; and

**WHEREAS**, on January 27, 2020, Caltrans authorized the City to proceed with the construction phase in the amount of \$680,940 (\$604,440 for construction and \$76,500 for construction management) with a local match of \$83,475 local match;

**WHEREAS**, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors and on December 10, 2020, and was advertised in local newspapers on December 21, 2020 and December 28, 2020; and

**WHEREAS**, on January 11, 2021, six (6) bids were received by the 11:00 a.m. deadline for the Project; and

**WHEREAS**, Eagle Paving Company, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$1,086,911.00; and

**WHEREAS**, City staff recommends awarding a contract to Eagle Paving Company, Inc., in the not-to-exceed amount of \$1,086,911.00; and

**WHEREAS**, City staff recommends authorizing a 15% contingency amount up to \$163,036.65 for any unforeseen conditions that may arise during the Project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** That the City Council hereby awards the Sweetwater Road Safety Enhancement Project, CIP No. 19-12, to the lowest responsive, responsible bidder, to wit:

**EAGLE PAVING COMPANY, INC.**

**Section 2:** That the City Council of the City of National City hereby authorizes the Mayor to execute a contract in the amount of \$1,086,911.00 with Eagle Paving Company, Inc. for the Sweetwater Road Safety Enhancement Project, CIP No. 19-12 and said contract is on file in the office of the City Clerk.

**Section 3:** That the City Council authorizes a 15% contingency in the amount of up to \$163,036.65 for any unforeseen changes.

**Section 4:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 2nd day of February, 2021.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California, approving update to City Council Policy No. 107 entitled: Appointments to Boards, Commissions and Committees. \(City Manager\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 2, 2021

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Resolution of the City Council of the City of National City, California, approving update to City Council Policy No. 107 entitled: Appointments to Boards, Commissions and Committees. (City Manager)

**PREPARED BY:** Tony Winney, Assistant City Manager | **DEPARTMENT:** City Manager's Office

**PHONE:** (619) 336-4272

**APPROVED BY:**



**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** \_\_\_\_\_

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Review proposed policy revision for Chapter #107. Approval of Resolution Approving Update to the City Council Policy 107 entitled: Appointments to Boards, Commissions and Committees.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

- Attachment A – Explanation
- Attachment B – Current City Council Policy #107
- Attachment C – Proposed Redline of City Council Policy #107
- Attachment D – Resolution adopting changes (Exhibit A – Revised City Council Policy #107)
- Attachment E – Regional Boards and Committees 2021

**City Council Policy #107 Revisions****Agenda Report Explanation****Staff Recommendation:**

Staff recommends approval of the attached resolution adopting City Council Policy #107.

**Background:**

On Tuesday, January 19, 2021, the City Council was presented with an outline of a new process to implement which would assist in streamlining the appointment process for Mayor and City Council appointed positions to Boards, Commissions, and Committees (BCCs). After lengthy discussion, the City Council asked staff to return at a future meeting providing an update to the City Council Policy establishing a revised policy, process and procedures that will be used in the future to make appointments.

The current City Council Policy #107 and the National City Municipal Code already outline the process. This update to the policy will streamline it for efficiencies and consistency while also providing a step-by-step process to follow. There are two separate processes included in this policy: one for Mayoral appointments (with City Council confirmation), and the other for City Council appointments as a body.

**Statement on Subject:**

Staff received the comments and direction City Council provided at the January 19 meeting, and has integrated those suggestions within the attached redline of proposed changes to Policy 107. Staff has also included a resolution adopting the changes, the original policy and a clean version of the updated policy for approval.

Staff would typically bring cumulative changes to the City Council Policy Manual to City Council for annual review in October, but City Council appointments is a time-sensitive process that requires the attention of the City Council now due to numerous current and upcoming appointments in the next couple of months.

Staff has reviewed the existing Policy #107 and provided the associated Government Code and National City Municipal Code (NCMC) citations providing for these changes.

In summary, the Policy update provides a uniform, equitable process for Board and Commission appointments by the City Council while also allowing for the Mayor to make the appointments as currently authorized by both the Government Code and the NCMC, similar to processes already in place in some neighboring jurisdictions.

**City Council Boards and Commissions Appointments – Interview Process**

Per the National City Municipal Code, the following two Commissions appointments are made by the City Council: Civil Service Commission and Planning Commission. In practice, the City Council also makes the appointment for the Port Commission.

For these three appointments, the following process is proposed:

The City Clerk will provide an overview of the Boards, Commissions, and Committees for each vacancy. The Mayor will introduce the applicant and then the same two (2) questions will be asked of each applicant on behalf of the City Council.

- Each applicant will be given one (1) minute to make a brief introduction introduce themselves and their qualifications to the City Council.
- Mayor will ask the first question – “What is your background and what specific qualifications make you the best candidate for this position?”
- Applicant is given one (1) minute to respond.
- Vice-Mayor will ask the second question – “Why are you interested in a position on this specific Board/Commission/Committee?”
- Applicant will be given one (1) minute to respond.

After all questions have been asked, the City Council can request brief clarification on a response to a previously asked question, but cannot ask new or additional questions. One (1) minute will be provided for clarification of the question and response.

Total time per applicant is five (5) timed minutes with a few minutes for the clarification portion. No more than ten (10) minutes total per applicant.

Once all of the interviews have concluded for a specific vacancy, the Mayor will ask the City Council to vote. Virtually this will be done by the Councilmembers holding up a piece of paper with the name of the applicant they vote for when directed. The City Clerk’s Office will provide a Vote Sheet (a piece of paper electronically) with each applicants name to be considered. The Mayor will count to three (3) and the Council will hold their vote sheet up in front of their face to make sure it is captured on the camera during live virtual meeting. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed. If the meeting is held “in person” no changes are proposed for the voting process.

### **Mayoral Appointments with City Council Confirmation**

Per the National City Municipal Code, the following eight Boards, Commissions, and Committee appointments are made by the Mayor and confirmed by the City Council:

- Board of Library Trustees,
- Community and Police Relations Commission,
- Housing Advisory Committee,
- Park, Recreation and Senior Citizens Advisory Committee,
- Public Art Committee,
- Sweetwater Authority,
- Traffic Safety Committee and
- Veterans and Military Families Advisory Committee.

In the past, we have allocated significant time for the City Council to interview all applicants; however, this is not required by law, and is not the practice in a number of other San Diego County cities.

The second proposed process change would have the Mayor conduct outside interviews of applicants for those eight Boards, Commissions, and Committees, and announce the recommended appointments to City Council for possible confirmation. The names of those individuals and copies of their applications would be contained within an agenda report provided to the City Council by the City Clerk in regular session.

Procedurally, the Mayor will announce the appointment, call for a second, and the vote will be taken. The applicant with the most votes will be appointed. The City Clerk will then take a roll call vote for vocal confirmation of majority of the City Council for appointment.

If a Councilmember has a concern about a specific appointment proposed by the Mayor, they can state their concern and discussion will follow. A majority of the City Council can elect to vote “nay” and deny the proposed appointment, at which point the Mayor would propose an alternative candidate from the current applicant pool, or could choose to reopen the application period and return to City Council with a different applicant for consideration.

### **Closing**

If adopted, the proposed appointment process will more efficiently reserve time at City Council Meetings to address the three Commission appointments that require the Council to interview and appoint members in open session using agreed upon questions. These efficiencies will be recognized by the amount of time the City Council and staff will have to focus on the other business needs of the City.

No changes are proposed to the current appointment process for Regional Boards and Commissions appointments which are filled by Councilmembers and/or City staff members and do not require a public application process. A listing of those Regional Boards is attached for reference.

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

<b>TITLE: Appointments to Boards and Commissions</b>	<b>POLICY #107</b>
<b>ADOPTED: June 17, 1986</b>	<b>AMENDED: May 19, 2020</b>

### PURPOSE

To establish a procedure to serve as a guide in making appointments to various City Boards and Commissions. The City currently has the following boards, commissions, and committees (generally referred to as Boards and Commissions) to which this Policy would apply: Board of Library Trustees; Civil Service Commission; Community and Police Relations Commission; Park, Recreation and Senior Citizens Advisory Committee; Planning Commission; Public Art Committee; Traffic Safety Committee; and, Veterans and Military Families Advisory Committee.

### POLICY

#### Appointment Process

- A. **Opportunity to apply.** All interested individuals shall be given an opportunity to submit applications for vacancies on City Board and Commissions. Incumbent Commissioners are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.
  
- B. **Unexpired terms.** If an incumbent Commissioner was appointed to fill an unexpired term and the Commissioner has served for less than one year in that position, the Council may re-appoint the incumbent without considering other applicants.
  
- C. **Vacancies.** When Commissioner vacancies occur, the following procedure shall be followed:
  1. **Schedule vacancy.** When a term is or has expired, a public notice of the vacancy shall be made. Interested individuals will be invited to submit applications for the vacancy on a form provided by the City Clerk.
  
  2. **Unscheduled vacancy.** An unscheduled vacancy shall be filled pursuant to and consistent with Government Code section 54974, which provides generally as follows: When an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the City Clerk and the National City Library, and in other places as directed by the City

<b>TITLE: Appointments to Boards and Commissions</b>	<b>POLICY #107</b>
<b>ADOPTED: June 17, 1986</b>	<b>AMENDED: May 19, 2020</b>

Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment shall not be made by the City Council for at least 10 working days after the posting of the notice in the City Clerk's office. However, the City Council may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

3. Applications will be reviewed by the entire City Council and applicants will be interviewed by the entire City Council.

D. Implementation. Implementation of Council policy for appointment to Boards and Commissions requires the following:

1. Preparation of appointments list by the City Council. On or before December 31 of each year, the City Council via the City Clerk shall prepare an appointments list (known as the Local Appointments List) of all regular and ongoing boards, commissions, and committees which are appointed by the Mayor and/or the City Council, in compliance with Government Code section 54972, which generally requires a list of all appointive terms which will expire during the next calendar year, the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position; and a list of all boards, commissions, and committees whose members serve at the pleasure of the City Council, and the necessary qualifications for each position.
2. Notice. Placement of a legal/public notice in a local San Diego newspaper advertising appointive vacancies;
3. Expiration of term. A letter to be sent to all office holders as their terms expire asking if they would like to re-apply for the position;
4. Interviews . Interviews to be held for those who file applications for all committees with current vacancies. Each applicant will have the opportunity to make a brief (approximately 5 minute) presentation of their interests and qualifications before the City Council at a regular Council meeting. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.

<b>TITLE: Appointments to Boards and Commissions</b>	<b>POLICY #107</b>
<b>ADOPTED: June 17, 1986</b>	<b>AMENDED: May 19, 2020</b>

- E. Vacancies for Council Appointed Positions. If the vacancy is for a Councilappointed position, and there is more than one applicant for a given position, the voting process will proceed as follows
1. Once the interviews are complete, each Councilmember votes for his/her choice via a written ballot. Each Councilmember shall print and sign his/her name on the ballot. All ballots shall be considered a public record and open to inspection by the public.
  2. The ballots are passed to the City Clerk who announces the number of votes for each candidate. In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote, and is declared to be the new Commissioner.
  3. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board or Commission, and has served two or more full terms already, must be approved a four-fifths vote of the Council. In these instances, if all five members of the Council are not present or if one member abstains or recuses his/her vote, the four-fifths requirement would be changes to require only a simple majority.
- F. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:
1. A special vacancy notice shall be posted in the Office of the City Clerk and the National City Library, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting, shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk's Office.
  2. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.
  3. However, the Appointing Authority may, if it finds that an emergency exist, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.
  - 4.

<b>TITLE: Appointments to Boards and Commissions</b>	<b>POLICY #107</b>
<b>ADOPTED: June 17, 1986</b>	<b>AMENDED: May 19, 2020</b>

- G. Only City Residents may be elected to Chair. To be eligible to be elected as the Chairperson of a City Board, Committee or Commission, the member must be a resident of the City.

### **Appointing Authority**

Under the Government Code, the Mayor has appointment power to all Boards and Commissions, subject to ratification by the City Council, unless there is a State law which directly, or by implication, grants the appointment power to the City Council. The following is a list of City Boards and Commissions divided between the Mayor and City Council as the Appointment power exists.

#### **Mayor's Appointments:**

- Board of Library Trustees
- Traffic Safety Committee
- Parks, Recreation and Senior Citizens Advisory Committee
- Sweetwater Authority
- Community and Police Relations Commission (CPRC)
- Public Art Committee
- Veterans and Military Families Advisory Committee

#### **City Council Appointments:**

- Planning Commission (including Committee for Housing and Community Development)
- Port Commission
- Civil Service Commission

### **Related Policy References**

- Government Code section 40605
- Government Code section 54970, et.seq.
- National City Municipal Code Title 16 (pending)

### **Prior Policy Amendments**

None

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

**TITLE: Appointments to Boards, ~~and~~  
Commissions, and Committees**

**POLICY #107**

**ADOPTED: June 17, 1986**

**AMENDED: ~~May 19, 2020~~  
February 2, 2021**

### PURPOSE

To establish a procedure to serve as a guide in making appointments to various City Boards, ~~and~~ Commissions, and Committees. The City currently has the following Bboards, Commissions, and Committees (~~generally referred to as Boards and Commissions~~) to which this Policy ~~would~~ applies:

#### Mayor's Appointments:

1. Board of Library Trustees
2. Community and Police Relations Commission
3. Housing Advisory Committee
4. Park, Recreation and Senior Citizens Advisory Committee
5. Public Art Committee
6. Sweetwater Authority
7. Traffic Safety Committee
8. Veterans and Military Families Advisory Committee

#### City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. Port Commission

### POLICY

#### Appointment Process

- A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Boards, ~~and~~ Commissions, and Committees. Incumbent ~~Commissioners~~ Appointees are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.
- B. Unexpired terms. If an incumbent ~~Commissioner~~ Appointee was appointed

to fill an unexpired term and the ~~Commissioner Appointee has served~~ erves for less than one year in that position. ~~In that case,~~ the Council may re-appoint the incumbent without considering other applicants.

C. Vacancies. When ~~Commissioner~~ vacancies occur, the following procedure shall be followed:

1. Schedule vacancy. When a term is ~~or has expired~~ expiring or expires, a public notice of the vacancy shall be made, inviting: ~~i-~~ Interested individuals ~~will be invited~~ to submit applications for the vacancy on a form provided by the City Clerk on the City website.
2. Unscheduled vacancy. An unscheduled vacancy shall be filled pursuant according to ~~and consistent with~~ Government Code Ssection 54974, which ~~provides generally~~ generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the City Clerk, ~~and the National City Library,~~ the City website, outside City Hall on the Bulletin Board and City social media platforms. ~~and in other places as directed by the City~~

~~Council, Not~~ earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. ~~Final appointment shall not be made by T~~the City Council shall not make final appointment for at least ten (-10) working days after ~~the~~ posting of the notice in ~~the City Clerk's office, designated locations.~~ The notice's posting and application period shall be thirty (30) calendar days. However, ~~the City Council may,~~ if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an acting-interim basis until the final appointment. ~~is made pursuant to this section.~~

~~3. Applications will be reviewed by the entire City Council and applicants will be interviewed by the entire City Council.~~

~~3. Government Code Section 40605, and National City Municipal Code Title 16, grants the Mayor, with the City Council's approvals, the authority to make all appointments unless otherwise explicitly provided by statute. The exceptions are:~~

~~1. Civil Service Commission~~

~~2. Port Commission~~

~~3. Planning Commission~~

~~The City Council fills vacancies on these bodies.~~

D. Implementation. Implementation of Council policy for appointment to Boards, ~~and~~ Commissions, ~~and~~ Committees requires the following:

- ~~1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing boards, commissions, and committees appointed by the City Council. The City Clerk will prepare the list of Preparation of appointments list by the City Council. On or before December 31 of each year, the City Council via the City Clerk shall prepare an appointments list (known as the Local Appointments List) of all regular and ongoing boards, commissions, and committees which are appointed by the Mayor or the City Council. The list shall contain, in compliance with Government Code section 54972, which generally requires a list of all appointive terms which will expire during the next calendar year, the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position; that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the terms expiration date, and the position's necessary qualifications. It shall also include and~~ a list of all boards, commissions, and committees

whose members serve at the ~~pleasure of the~~ City Council's pleasure, and the ~~necessary~~ qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

2. Notice. Placement of a ~~legal~~ public notice in ~~a local San Diego the adjudicated~~ newspaper the City uses for legal noticing advertising appointive vacancies, the City website, City Hall Bulletin Board, and City social media platforms.;
3. Expiration of term. ~~A letter to be sent to~~ All office holders as their appointees will receive a letter as their terms expire asking if they would like to re-apply for the position;
4. Applications. Available on the City website and in the City Clerk's Office. Submission must be before the advertised deadline for consideration for the current appointment. All applications will be retained in the City Clerk's Office for one-year from submitting an application to be considered for other vacancies on Boards, Commissions, and Committees as marked on the application. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.
5. A member may only service on one (1) Board, Commission, or Committee at a time. If applying for another position on a different Board, Commission, or Committee that applicant will forfeit the prior seat, and a vacancy will occur per policy.
6. Interviews
  - a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.
  - b. City Council Appointments: Interviews for the three (3) Civil Service, Planning and Port Commissions who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.
7. Mayoral Appointments:  
The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If, the majority of the City Council choose

to deny the proposed appointment, at which point the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to City Councils with a different applicant for consideration.

8. For City Council Appointments, the Interview Process is as follows:

a. The City Clerk will provide an overview of the Board, Commission and Committee (s) with current vacancy, the Mayor will introduce the applicant and the two (2) questions will be asked of each applicant on behalf of the City Council.

b. ~~to be held for those who file applications for all committees with current vacancies. Each applicant is given one (1) minute will have the opportunity to make a brief introduction of themselves and their qualifications to the City Council. (approximately 5 minute) presentation of their interests and qualifications before the City Council at a regular Council meeting.~~

c. Mayor will ask the question: “What is your background and what specific qualifications make you the best candidate for this position?”

d. Applicant is given one (1) minute to respond.

e. Vice-Mayor will ask the question: “Why are you interested in a position on this specific Board, Commission or Committee?”

f. Applicant is given one (1) minute to respond.

g. Councilmembers may ask for brief clarification of response, but cannot ask new or additional questions. This is to ensure fairness for all applicants and reduce any bias or favoritism. No more than one (1) minute for clarification of question and response will be permitted.

h. Total time per applicant is five (5) timed minutes with a few minutes for clarification. No more than ten (10) minutes total per applicant.

a.i. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.

9. Vacancies for City Council Appointed Positions. If the vacancy is for a Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows:

~~a.~~ a. Once the interviews are complete, each Councilmember votes for ~~his/her~~ their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign ~~his/her~~ their name on the ballot. All ballots shall be considered a public record and open to inspection by the public.

b. The ballots are passed to the City Clerk who announces the number of votes for each candidate. ~~In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote, and is declared to be the new Commissioner.~~

c. ~~If, the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk's Office will provide a Vote Sheet (a piece of paper electronically) with each applicants name to be considered. The Mayor will count to three (3) and the Council will hold their vote sheet up in front of their face to make sure it is captured on the camera during live virtual meeting. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.~~

If meeting is held "in person" no changes to current process will be made for votes.

d. ~~In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote, and is declared to be the newly appointed.~~

10. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, ~~or~~ Commission, or Committee, and has served two or more full terms already, must be approved by a four-fifths vote of the Council. ~~In these instances,~~ If all five members of the Council are not present or if one member abstains or recuses ~~his/her~~ their vote, the four-fifths requirement would be changed ds to require only a simple majority.

11. Report to Council:

~~All applications received for vacancies no matter Mayoral Appointment or City Council Appointment will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with law, Under Government Code Section 6255(a) personal contact information is exempt, and has been withheld on some documents. Personal information being withheld is in the interest of the applicant and their right to privacy which outweighs the public interest of disclosure.~~

~~10.12.~~ An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:

- a. A special vacancy notice shall be posted in the Office of the City Clerk and the National City Library, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting, shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk's Office.
- b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

However, the Appointing Authority may, if it finds that an emergency exist, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

~~11.13.~~ Only City Residents may be elected to Chair. To be eligible to be elected as the Chairperson of a City Board, Committee or Commission, the member must be a resident of the City.

### Appointing Authority

~~Under the Government Code, the Mayor has appointment power to all Boards and Commissions, subject to ratification by the City Council, unless there is a State law which directly, or by implication, grants the appointment power to the City Council. The following is a list of City Boards and Commissions divided between the Mayor and City Council as the Appointment power exists.~~

#### Mayor's Appointments:

~~Board of Library Trustees  
Traffic Safety Committee  
Parks, Recreation and Senior Citizens Advisory Committee  
Sweetwater Authority  
Community and Police Relations Commission (CPRC)  
Public Art Committee  
Veterans and Military Families Advisory Committee~~

#### City Council Appointments:

~~Planning Commission (including Committee for Housing and~~


~~Community Development)~~  
~~Port Commission~~  
~~Civil Service Commission~~

**Related Policy References**

Government Code section 40605

Government Code section 54970, et.seq.

National City Municipal Code Title 16 (pending)

**Prior Policy Amendments**

~~None~~ May 19, 2020

**RESOLUTION NO. 2021-****RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY,  
CALIFORNIA, APPROVING UPDATE TO CITY COUNCIL POLICY 107 ENTITLED:  
APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**

**WHEREAS**, establishing an update to the policy for appointments to Boards, Commissions, and Committees currently outlined in the City Council Policy Number 107;

**WHEREAS**, pursuant to City Council Policy 107 provides for the appointment process including the need to publicly interview only for specific Boards and Commissions;

**WHEREAS**, Government Code Section 40605, and the National City Municipal Code Title 16, grants the Mayor, with the approval of the City Councils' authority to make all appointments to boards, commissions and committees, unless otherwise specifically provided by statute;

**WHEREAS**, the City Council as a body has the jurisdiction to appoint members to the Civil Service Commission, Port Commission, and Planning Commission, after conducting public interviews at a scheduled City Council Meeting;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1** That the City Council does acknowledge that by utilizing the policy already in place, and streamlining, to recognize the use of the City Council, staff and the publics time would be better served by allowing the Mayoral appointments to be integrated into the current process and interviews conducted by the Mayor outside of a public meeting;

**Section 2** Adopting the Step-by-Step process outline to ensure transparency, fairness and equality in the interview process to all applicants; and

**Section 3.** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED** this \_\_\_\_ day of February, 2021, by the following vote:

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Luz Molina, City Clerk

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

**TITLE: Appointments to Boards, Commissions,  
and Committees**

**POLICY #107**

**ADOPTED: June 17, 1986**

**AMENDED: February 2, 2021**

### **PURPOSE**

To establish a procedure to serve as a guide in making appointments to various City Boards, Commissions, and Committees. The City currently has the following Boards, Commissions, and Committees to which this Policy applies:

#### Mayor's Appointments:

1. Board of Library Trustees
2. Community and Police Relations Commission
3. Housing Advisory Committee
4. Park, Recreation and Senior Citizens Advisory Committee
5. Public Art Committee
6. Sweetwater Authority
7. Traffic Safety Committee
8. Veterans and Military Families Advisory Committee

#### City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. Port Commission

### **POLICY**

#### **Appointment Process**

- A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Boards, Commissions, and Committees. Incumbent Appointees are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.
- B. Unexpired terms. If an incumbent Appointee was appointed to fill an unexpired term and the Appointee serves for less than one year in that position. In that case, the Council may re-appoint the incumbent without considering other applicants.
- C. Vacancies. When vacancies occur, the following procedure shall be followed:
  1. Schedule vacancy. When a term is expiring or expires, public notice of the vacancy shall be made, inviting interested individuals to submit applications for the vacancy on a form provided by the City Clerk on the City website.

**TITLE: Appointments to Boards and Commissions****POLICY #107****ADOPTED: June 17, 1986****AMENDED: February 2, 2021**

2. **Unscheduled vacancy.** An unscheduled vacancy shall be filled according to Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the City Clerk, the City website, outside City Hall on the Bulletin Board and City social media platforms.

Not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make final appointment for at least ten (10) working days after posting the notice in designated locations. The notice's posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

3. **Government Code Section 40605, and National City Municipal Code Title 16, grants the Mayor, with the City Council's approvals, the authority to make all appointments unless otherwise explicitly provided by statute. The exceptions are:**
  1. Civil Service Commission
  2. Port Commission
  3. Planning Commission

The City Council fills vacancies on these bodies.

- D. **Implementation.** Implementation of Council policy for appointment to Boards, Commissions, and Committees requires the following:
  1. **Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing boards, commissions, and committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing boards, commissions, and committees appointed by the Mayor or the City Council. The list shall contain, a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the terms expiration date, and the position's necessary qualifications. It shall also include a list of all boards, commissions, and committees whose members serve at the City Council's pleasure, and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.**
  2. **Notice.** Placement of a public notice in the adjudicated newspaper the City uses for legal noticing advertising appointive vacancies, the City website, City Hall Bulletin Board, and City social media platforms.

**TITLE: Appointments to Boards and Commissions****POLICY #107****ADOPTED: June 17, 1986****AMENDED: February 2, 2021**

3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position;
4. Applications. Available on the City website and in the City Clerk's Office. Submission must be before the advertised deadline for consideration for the current appointment. All applications will be retained in the City Clerk's Office for one-year from submitting an application to be considered for other vacancies on Boards, Commissions, and Committees as marked on the application. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.
5. A member may only service on one (1) Board, Commission, or Committee at a time. If applying for another position on a different Board, Commission, or Committee that applicant will forfeit the prior seat, and a vacancy will occur per policy.
6. Interviews:
  - a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.
  - b. City Council Appointments: Interviews for the three (3) Civil Service, Planning and Port Commissions who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.
7. Mayoral Appointments:  
The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If, the majority of the City Council choose to deny the proposed appointment, at which point the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to City Councils with a different applicant for consideration.
8. For City Council Appointments, the Interview Process is as follows:
  - a. The City Clerk will provide an overview of the Board, Commission and Committee (s) with current vacancy, the Mayor will introduce the applicant and the two (2) questions will be asked of each applicant on behalf of the City Council.

<b>TITLE: Appointments to Boards and Commissions</b>	<b>POLICY #107</b>
<b>ADOPTED: June 17, 1986</b>	<b>AMENDED: February 2, 2021</b>

- b. Each applicant is given one (1) minute to make a brief introduction of themselves and their qualifications to the City Council.
  - c. Mayor will ask the question: “What is your background and what specific qualifications make you the best candidate for this position?”
  - d. Applicant is given one (1) minute to respond.
  - e. Vice-Mayor will ask the question: “Why are you interested in a position on this specific Board, Commission or Committee?”
  - f. Applicant is given one (1) minute to respond.
  - g. Councilmembers may ask for brief clarification of response, but cannot ask new or additional questions. This is to ensure fairness for all applicants and reduce any bias or favoritism. No more than one (1) minute for clarification of question and response will be permitted.
  - h. Total time per applicant is five (5) timed minutes with a few minutes for clarification. No more than ten (10) minutes total per applicant.
  - i. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.
9. Vacancies for City Council Appointed Positions. If the vacancy is for a Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

If, the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk’s Office will provide a Vote Sheet (a piece of paper electronically) with each applicants name to be considered. The Mayor will count to three (3) and the Council will hold their vote sheet up in front of their face to make sure it is captured on the camera during live virtual meeting. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant

**TITLE: Appointments to Boards and Commissions****POLICY #107****ADOPTED: June 17, 1986****AMENDED: February 2, 2021**

with the most votes is appointed.

If meeting is held “in person” no changes to current process will be made for votes.

In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote, and is declared to be the newly appointed.

10. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, Commission, or Committee, and has served two or more full terms already, must be approved by a four-fifths vote of the Council., If all five members of the Council are not present or if one member abstains or recuses their vote, the four-fifths requirement would be changed to require only a simple majority.
11. Report to Council:  
All applications received for vacancies no matter Mayoral Appointment or City Council Appointment will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with law, Under Government Code Section 6255(a) personal contact information is exempt, and has been withheld on some documents. Personal information being withheld is in the interest of the applicant and their right to privacy which outweighs the public interest of disclosure.
12. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:
  - a. A special vacancy notice shall be posted in the Office of the City Clerk and the National City Library, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting, shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk’s Office.
  - b. The Appointing Authority may appoint the former resident to a Non- Residential position if a Non-Residential position is vacant.

However, the Appointing Authority may, if it finds that an emergency exist, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

**TITLE: Appointments to Boards and Commissions****POLICY #107****ADOPTED: June 17, 1986****AMENDED: February 2, 2021**

13. Only City Residents may be elected to Chair. To be eligible to be elected as the Chairperson of a City Board, Committee or Commission, the member must be a resident of the City.

**Appointing Authority****Related Policy References**

Government Code Section 40605

Government Code section 54970, et seq.

National City Municipal Code Title 16 (pending)

**Prior Policy Amendments**

May 19, 2020

**REGIONAL BOARDS AND COMMITTEES – Staff Liaisons****METRO WASTEWATER JPA** **Robert Yano**

Appointing Authority: Mayor with approval of City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary - Jose Rodriguez	12-15-2020	* see note #3 below
Alternate – Marcus Bush	12-15-2020	

**METROPOLITAN TRANSIT SYSTEM BOARD (MTS)** **Tony Winney**

Appointing Authority: Mayor with approval of City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary - Alejandra Sotelo-Solis	12-15-2020	* see note #1 below
Alternate – Marcus Bush	12-15-2020	

**PORT OF SAN DIEGO PUBLIC ART COMMITTEE** **Megan Gamwell**

Appointing Authority: Mayor with approval of City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Charles Reilly	12-18-2018	

**REGIONAL SOLID WASTE AUTHORITY** **Carla Hutchinson**

Appointing Authority: Mayor with approval of City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary – Ron Morrison	12-15-2020	* see note #3 below
Alternate – Jose Rodriguez	12-15-2020	

**SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)** **Brad Raulston**

Appointing Authority: City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Primary – Alejandra Sotelo-Solis	12-15-2020	* see note #2 below
1 <sup>st</sup> Alternate – Mona Rios	12-15-2020	

**SAN DIEGO COUNTY WATER AUTHORITY** **Robert Yano**

Appointing Authority: Mayor with approval of City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Mona Rios	12-15-2020	03-08-2026

**SAN DIEGO UNIFIED PORT DISTRICT** **Brad Raulston**

Appointing Authority: City Council

<b>Current Representative</b>	<b>Appointed</b>	<b>Term Expires</b>
Sandy Naranjo	12-01-2020	01-02-2025

**SWEETWATER AUTHORITY** **Robert Yano**

Appointing Authority: Mayor with approval of City Council

<b>Current Representatives</b>	<b>Appointed</b>	<b>Term Expires</b>
Alejandra Sotelo-Solis	12-15-2020	12-31-2021
Mona Rios	12-15-2020	Temp. Immediate Appointment

**OTAY AND SWEETWATER RIVER WATERSHED PANEL** **Martin Reeder**

Appointing Authority: City Council

**Current Representatives**      **Appointed**      **Term Expires**

Primary – Jose Rodriguez      12-15-2020      06-04-2021

Alternate - Alejandra Sotelo-Solis 12-15-2020      06-04-2021

**LEAGUE OF CALIFORNIA CITIES** **Tony Winney****Current Representative** \* see note #3 below

Primary      Alejandra Sotelo-Solis (also serves as Division President)

Alternate      Mona Rios

Clerk Supporting      Luz Molina

**SANDAG COMMITTEES AND WORKING GROUPS****BAY SHORE BIKEWAY WORKING GROUP** **Luca Zappiello**

Appointing Authority: Governing Body of member agency

**Current Representative**      **Appointed**      **Term Expires**

Primary - Marcus Bush      12-15-2020      \* see note #3 below

Alternate – Alejandra Sotelo-Solis 12-15-2020

**SHORELINE PRESERVATION WORKING GROUP** **Martin Reeder**

Appointing Authority: Governing Body of member agency

**Current Representative**      **Appointed**      **Term Expires**

Primary - Marcus Bush      12-15-2020      \* see note #2 below

Alternate – Mona Rios      12-15-2020

**PUBLIC SAFETY COMMITTEE (Regional Chief)** **Jose Tellez****REGIONAL HOUSING NEEDS ALLOCATION (RHNA)** **Carlos Aguirre****REGIONAL ENERGY WORKING GROUP** **Robert Yano****TECHNICAL WORKING GROUP** **Martin Reeder****CITIES TRANSPORTATION ADVISORY COMMITTEE** **Jose Lopez****SAN DIEGO REGIONAL TRAFFIC ENGINEERS COUNCIL** **Luca Zappiello****SAN DIEGO REGIONAL MILITARY WORKING GROUP** **Brad Raulston****GOODS MOVEMENT WORKING GROUP** **Luca Zappiello****MICRO-MOBILITY WORKING GROUP** **Luca Zappiello****NOTES**

\* Note #1: There is no established term. Serves at the pleasure of the appointing authority. National City's MTS representative must be a current or former elected National City official.

\* Note #2: There is no established term. SANDAG requests annual action or notification confirming the City's representatives by January 10th of each year.

\* Note #3: There is no established term. Serves at the pleasure of the appointing authority or until no longer an elected official.

The following page(s) contain the backup material for Agenda Item: [Presentation on City owned Real Property available for future development. \(Housing Authority\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 2, 2021

**AGENDA ITEM NO. |**

**ITEM TITLE:**

Presentation on City owned Real Property available for future development.

**PREPARED BY:**

Greg Rose, Property Agent

**DEPARTMENT:** Housing Authority

**PHONE:** 619-336-4266

**APPROVED BY:** 

**EXPLANATION:**

The City of National City, National City Housing Authority, Successor Agency to the Community Development Commission, and the National City Parking Authority own in fee simple 87 individual parcels. Several of these parcels are combined together as one whole property. Of the 87 parcels, 16 properties are independently developable. The presentation will provide background information on the parcels that are available for development.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

N/A

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Power Point Presentation



# Real Property Available for Development

Presented by: Carlos Aguirre, Director  
National City Housing Authority

# The City of National City, Housing Authority, Successor Agency and the Parking Authority own in fee simple 87 individual properties.

The properties are classified into the following four categories:

Category	Successor Agency	City	Housing Authority	Parking Authority	Total in Category
Potential Development	9	4	2	1	<u>16</u>
Encroachments		7			7
Retain for Govt. Use (Right of Way, Remnant parcels)		25			25
Parks, Facilities, and Leases	12	27			39
Total	21	63	2	1	87

# Sold and Developed Paradise Creek



The Paradise Creek property has been sold and developed with 201 affordable MFR units.

# Sold and Developed Successor Agency - Day's Inn



The Day's Inn property has been sold and developed with 72 market rate MFR units.

# Recently Sold/ Being Developed

## Successor Agency - H&M Goodies



H&M Goodies has been sold and is currently being developed with 120 market rate MFR units and commercial/retail on the ground floor.

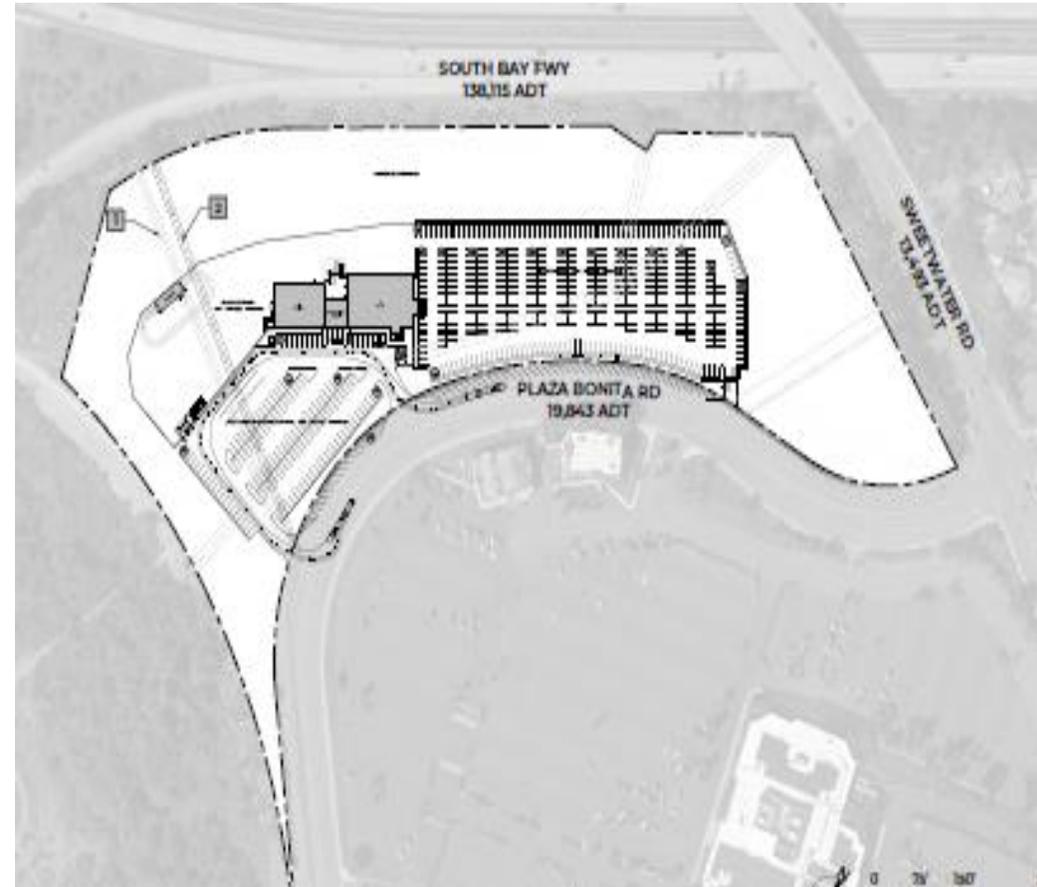
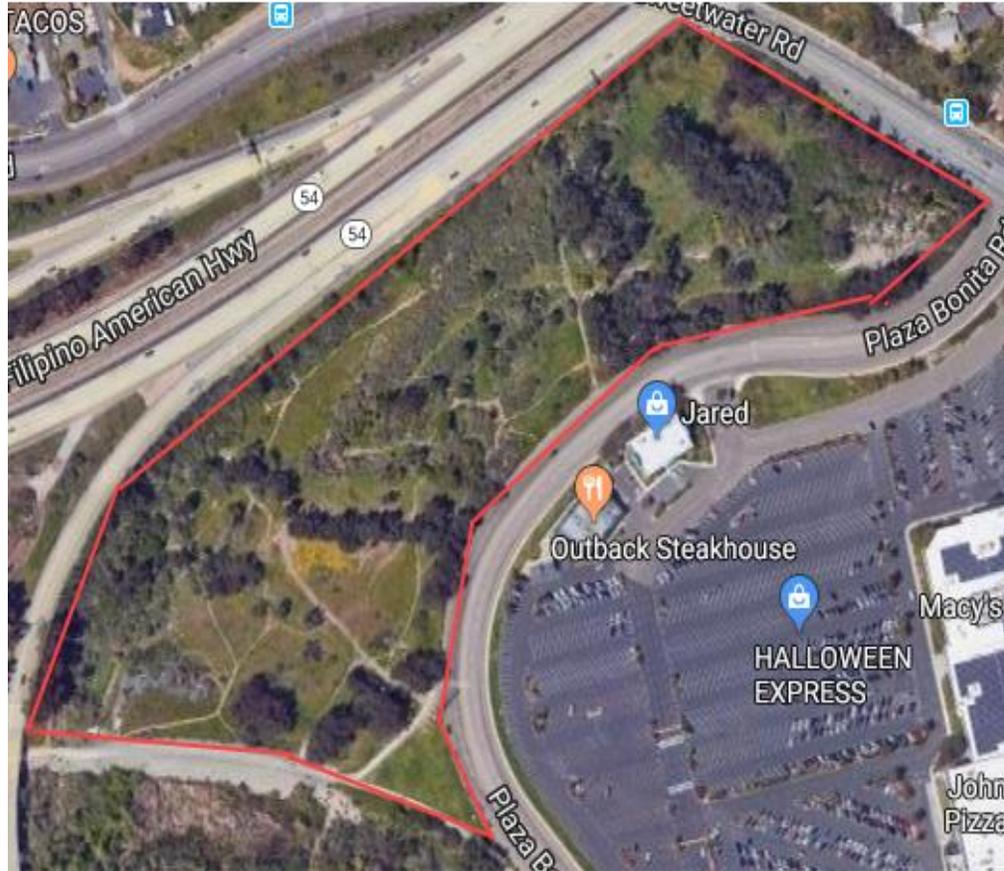
# Recently Sold/ Being Developed Housing Authority - 405 W 18th



Habitat for Humanity and the Community Land trust of San Diego is developing 6 affordable units

# Under Contract / In Development

## Parking Authority - CarMax Site



Address	APN	Lot Size (SF)	Zoning
Plaza Bonita Road	564-471-11	656,885	MXD-2

# Under Contract / In Development

## City - Kimball Highlands Site



Kimball Highlands is being developed with 145 affordable units

## Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Address	Street	APN	Site Name	Square Footage
801	Bay Marina Dr.	559-117-12	Olson Property	74,604 Sq.ft.
921	National City Blvd	556-471-03	Former Education Center	8,712 Sq.Ft.
929	National City Blvd	556-471-04	Steamed Bean	3,049 Sq.Ft.
500	Plaza Blvd	556-560-39	Lamb's Theatre	16,990 Sq.Ft.
720	W. 23rd St	559-118-02	ACE Metals	55,321 Sq.Ft.
E 32nd Street	National City Blvd	562-321-08	RCP	58,370 Sq.Ft.
38	W. 11th St	555-114-01	Roosevelt Lot	4,791 Sq.Ft.
1123	Roosevelt	555-114-04	Roosevelt Parking Lot	2,613 Sq.Ft.
1845	E Ave	560-232-05	Stein Farm House	7,840 Sq.Ft.

# Successor Agency Properties - Olson & Ace Metals

Attachment No. 1



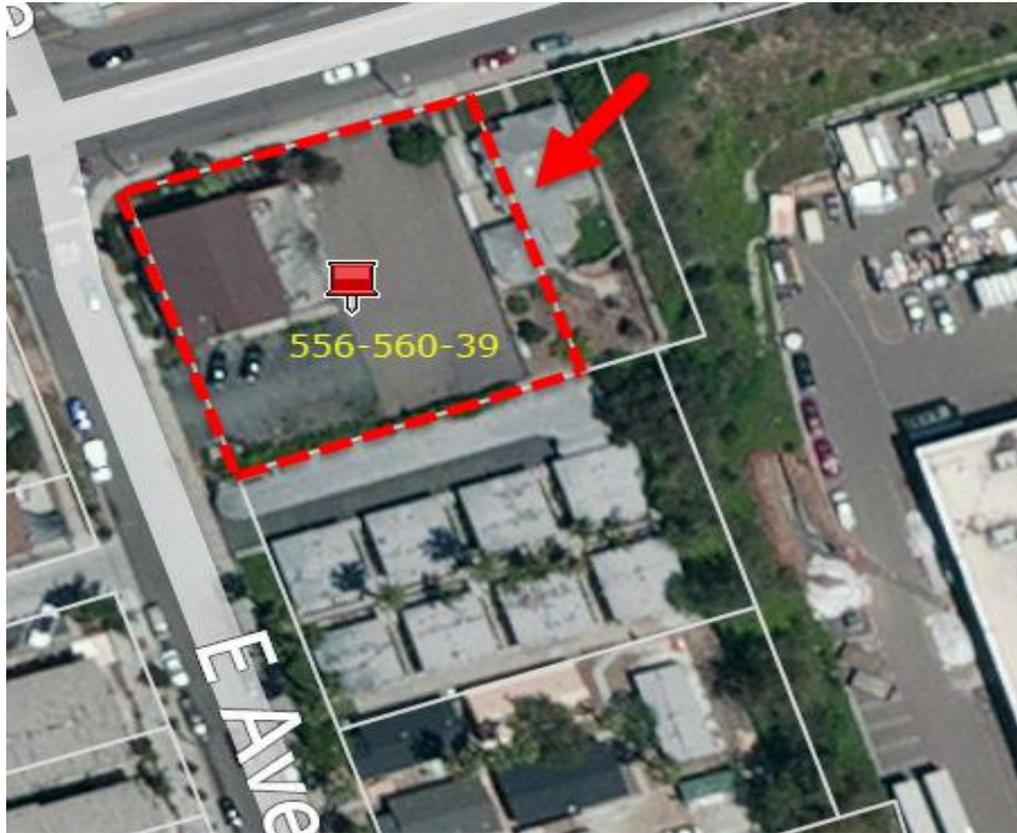
- The Olson property and ACE Metals properties are across the street from each other along Bay Marina Drive.
- The properties are part of a Balanced Plan project taking place at the Marina.
- The Port is currently conducting an EIR to dictate use. It will possibly be rezoned as “Commercial Tourist”.
- Next steps: After the EIR and new zoning is completed the City will issue an RFP for those properties.

# Successor Agency - Former Education Center/Steamed Bean



Address	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
556-471-03	7/26/00	\$350,000	8,712	MXC-2 & CZ
929 National City Blvd	1/7/03	\$225,000	3,049	MXC-2 & C

# Successor Agency - Lamb's Theatre



Address	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
500 Plaza Blvd	5/3/05	\$903,000	16,990	MXD-2

# Successor Agency - RCP



APN	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
562-321-08	1991	\$738,000	58,370	CA-PD-CZ

# Successor Agency - Roosevelt Lots



Address	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
38 W. 11th St	12/18/12	\$506,663	4,791	MXC-2 & CZ

# City - Plaza Bonita Center Way

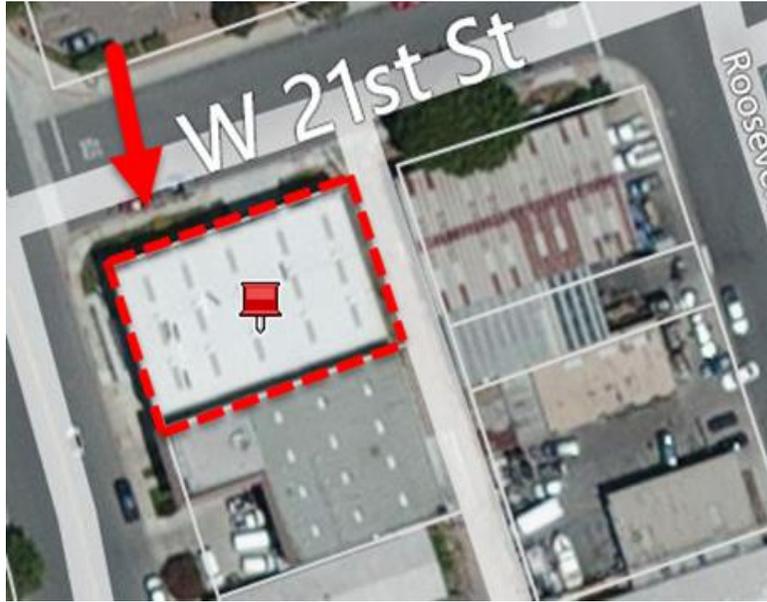
Attachment No. 1



Address/APN	APN	Lot Size (SF)	Zoning
3402 Valley Road	564-290-71	32,234	RS-2
3404 Valley Road	564-310-03	94,961	RS-2
No Site Address	564-290-74	51,401	RS-2
No Site Address	564-290-75	8,550	RS-2

# City - 2101 Hoover

Attachment No. 1



Address	APN#	Lot Size (SF)	Zoning
2101 Hoover	560-395-10	8,276	CL

# City - Corner of Division & R

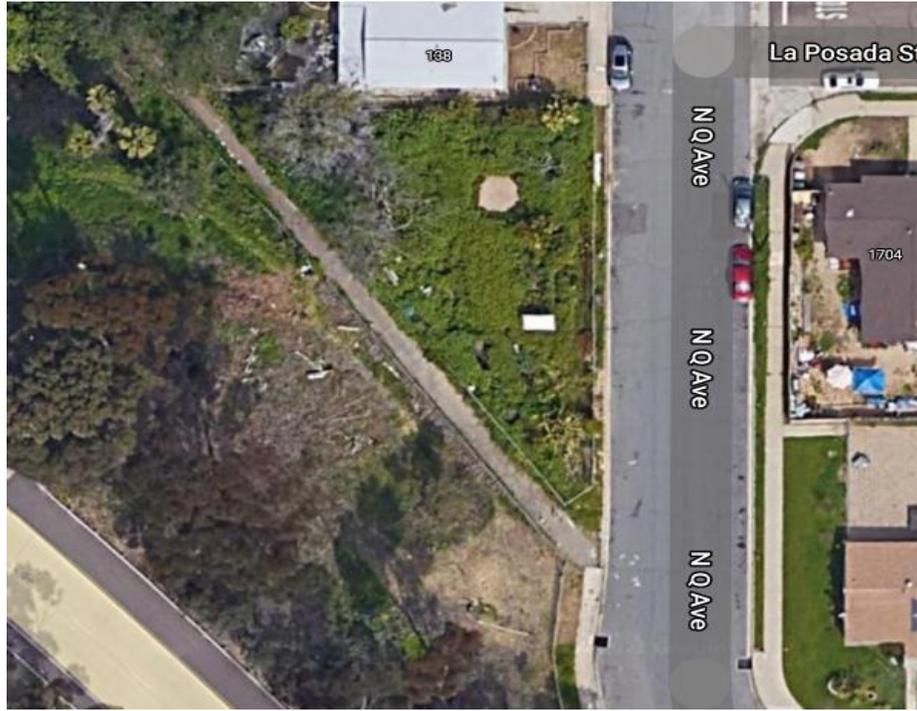
Attachment No. 1



Address	APN#	Lot Size (SF)	Zoning
No Site Address	552-403-14	6,400	RS-2

# City – Joe’s Pocket Farm

Attachment No. 1



Address	APN#	Lot Size (SF)	Zoning
No Site Address	552-390-40	6,618	RS-1

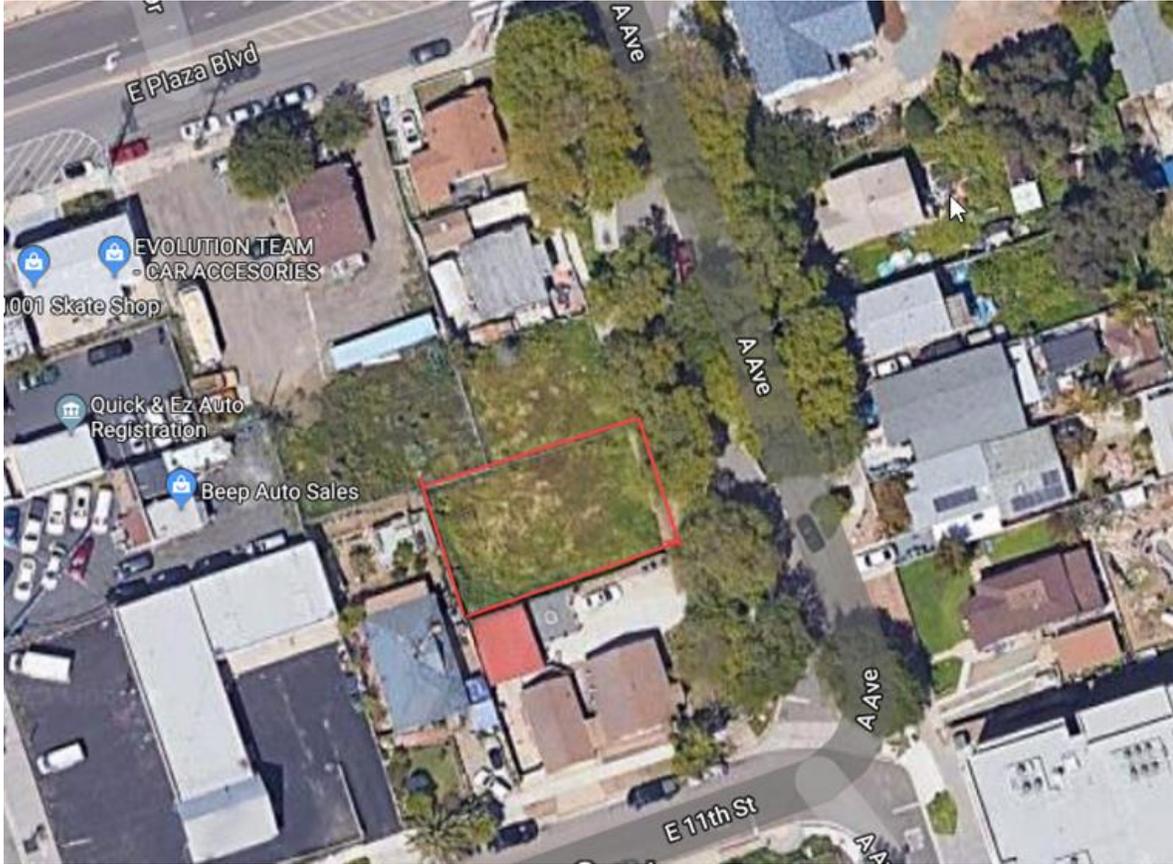
# Housing Authority - Purple Cow

Attachment No. 1



Address	APN	Lot Size (SF)	Zoning
249 Highland	551-470-15	53,579	MXC-1
307 Highland	551-470-17	12,196	MXC-1
311 Highland	551-470-18	6,098	MXC-1
315 Highland	551-470-19	5,662	MXC-1
217 Highland	551-470-43	15,246	MXC-1
Highland	551-470-48	9,656	MXC-1

# Housing Authority - A Avenue Property



Address	APN	Lot Size (SF)	Zoning
1028 A Ave	556-553-08	3,911	5A Downtown Plan



Thank you

The following page(s) contain the backup material for Agenda Item: [City Manager Report.](#)  
[\(City Manager\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
02/02/21

**City Manager Report**

**(City Manager)**