



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, JANUARY 18, 2022 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MARCUS BUSH
Vice Mayor

RON MORRISON
Councilmember

MONA RIOS
Councilmember

JOSE RODRIGUEZ
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. 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. Regular Meetings of the Elected Body are webcast and archived on the City's website at www.nationalcityca.gov.

PUBLIC COMMENTS: There are multiple ways you can make sure your opinions are heard and considered by our City Council as outlined below:

Submit your public comment prior to the meeting: To submit a comment in writing, email PublicComment@nationalcityca.gov, provide the agenda item number and title of the item in the subject line of your email. Public comments or testimony is limited to up to three (3) minutes. If the comment is not related to a specific agenda item,

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

indicate General Public Comment in the subject line. All email comments received by 4:00 p.m. on the day of the meeting will be emailed to the City Council Members and made a part of the official record.

Register online and participate in live public comment during the meeting: To provide live public comment during the meeting, you must pre-register on the City's website at <https://www.nationalcityca.gov/publiccomment> by 4:00 p.m. on the day of the regular meeting to join the City Council Meeting.

***Please note that you do not need to pre-register to watch the meeting online, but you must pre-register if you wish to speak.

Once registered, you will receive an email with a link from Zoom to join the live meeting. You can participate by phone or by computer. Please allow yourself time to log into Zoom before the start of the meeting to ensure you do not encounter any last-minute technical difficulties.

***Please note that members of the public will not be shown on video; they will be able to watch and listen and speak when called upon. Public microphones will be muted until it is your turn to comment.

Each speaker is allowed up to three (3) minutes to address the City Council. Please be aware that the Mayor may limit the comments' length due to the number of persons wishing to speak or if comments become repetitious or unrelated.

All comments are subject to the same rules as would otherwise govern speaker comments at the meeting. Speakers are asked to be respectful and courteous. Please address your comments to the City Council as a whole and avoid personal attacks against members of the public, City Council, and city staff.

Questions about public comment or City Council protocols? Please contact the City Clerk's Office at (619) 336-4228 or via email at Clerk@nationalcityca.gov.

INTERPRETATION SERVICES: To use the Zoom interpretation feature you must first Pre-Register on Zoom. Once logged into Zoom to use the interpretation feature, please scroll to the bottom of the Zoom screen (where the meeting controls are), click on the interpretation icon (world), and select English as your language. If you are joining using the Zoom mobile app (cell phone, tablet, etc.), please press the ellipsis (...), then Interpretation, and then choose your language.

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. 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.

COMENTARIOS PÚBLICOS: Hay varias formas en las que puede asegurarse de que sus opiniones sean escuchadas y consideradas por nuestro Concejo Municipal como se describe a continuación:

Envíe su comentario público antes de la sesión: Para enviar un comentario por escrito, envíe un correo electrónico a PublicComment@nationalcityca.gov, proporcione el número del tema o asunto de la agenda y el título del tema o asunto en la línea de asunto de su correo electrónico. Los comentarios o testimonios públicos se limitan a tres (3) minutos. Si el comentario no se relaciona con un tema o asunto específico de la agenda, indique Comentario Público General en la línea de asunto. Todos los comentarios por correo electrónico recibidos antes de las 4:00 p.m. del día de la sesión se enviarán por correo electrónico a los miembros del Concejo Municipal y formarán parte del acta oficial.

Regístrese en línea y participe en los comentarios públicos en vivo durante la sesión: Para proporcionar comentarios públicos en vivo durante la sesión, debe registrarse previamente en el sitio web del Ayuntamiento en

<https://www.nationalcityca.gov/publiccomment> **antes de las 4:00 p.m.** del día de la junta ordinaria para incorporarse a la sesión del Concejo Municipal.

***Tenga presente que no necesita registrarse previamente para ver la sesión en línea, pero debe registrarse previamente si desea hablar.

Una vez registrado, recibirá un correo electrónico con un enlace de Zoom para integrarse a la sesión en vivo. Puede participar por teléfono o por computadora. Tómese el tiempo necesario para iniciar la reunión en Zoom antes del inicio de la sesión para asegurarse de no encontrar dificultades técnicas de último momento.

***Tenga presente que las personas del público no se mostrarán en vídeo; podrán observar, escuchar y hablar cuando se les solicite. Los micrófonos públicos se silenciarán hasta que sea su turno de comentar.

Cada orador tiene hasta tres (3) minutos para dirigirse al Concejo Municipal. Tenga en cuenta que la Alcaldesa puede limitar la extensión de los comentarios debido a la cantidad de personas que deseen hablar o si los comentarios se vuelven repetitivos o no relacionados.

Todos los comentarios están sujetos a las mismas reglas que de otro modo regirían los comentarios de los oradores en la sesión. Se pide a los oradores que sean respetuosos y corteses. Dirija sus comentarios al Concejo Municipal en su conjunto y evite ataques personales contra personas del público, el Concejo Municipal y el personal del Ayuntamiento.

¿Preguntas sobre comentarios públicos o protocolos del Concejo Municipal?
Comuníquese con la Oficina de la Secretaria del Ayuntamiento al teléfono (619) 336-4228, o por correo electrónico a Clerk@nationalcityca.gov.

SERVICIO DE INTERPRETACIÓN: Para utilizar la función de interpretación zoom primero debe registrarse previamente en el sitio web de Zoom. Una vez que haya iniciado sesión en zoom para utilizar la función de interpretación, favor de desplazarse a la parte inferior de la pantalla de Zoom (donde aparecen los controles). Haga clic en el ícono de interpretación (globo terráqueo), y seleccione "*Spanish*" (español). Si está utilizando la aplicación móvil de Zoom (celular, tableta, etc.), presione los puntos suspensivos (...), luego "*interpretation*" y luego el idioma.

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

1. [National City recognizes Samahan Health Center team for COVID-19 youth vaccination efforts.](#)

AWARDS AND RECOGNITIONS

2. [Employee of the Quarter 2021 - Christopher Goodrich, Fire Captain. \(Fire\)](#)

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

3. [A Kimball Holiday 2021 Recap. \(Library and Community Services\)](#)

INTERVIEWS / APPOINTMENTS

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

CONSENT CALENDAR

4. [Motion of the City Council of the City of National City, California 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. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City, California accepting and authorizing the Mayor to sign an Encroachment Permit Agreement with Ahmadian Investment Group, LLC, to install a transformer pad within public right-of-way as part of the future development project located on 2428 Highland Avenue \(APN 562-072-03-00\). \(Engineering/Public Works\)](#)
6. [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 \\$650,760.00 for the National City Boulevard Bikeway Project, CIP No. 19-18; 2\) authorizing a 15% contingency in the amount of \\$97,614.00 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

7. [Resolution of the City Council of the City of National City, California: 1\) rescinding Resolution No. 2021-191; 2\) authorizing the filing of a Proposition 68 Per Capita Program application for the Kimball Park Playground Improvements Project in the amount of \\$216,033; 3\) authorizing the City Manager or designee to execute the grant agreement if selected for funding; and 4\) if selected for funding, approving the establishment of an Engineering Grants Fund Appropriation of \\$216,033 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the Per Capita Program for the Kimball Park Playground Improvements Project.\(Engineering/Public Works\)](#)
8. [Resolution of the City Council of the City of National City, California, authorizing participation in the National Opioid Settlement and Authorizing the City Attorney to execute the necessary participation documents. \(City Attorney\)](#)
9. [Warrant Register #19 for the period of 11/06/21 through 11/11/21 in the amount of \\$1,083,482.23. \(Finance\)](#)
10. [Warrant Register #20 for the period of 11/12/21 through 11/18/21 in the amount of \\$1,777,949.98. \(Finance\)](#)
11. [Warrant Register #21 for the period of 11/19/21 through 11/25/21 in the amount of \\$694,609.53. \(Finance\)](#)
12. [Warrant Register #22 for the period of 11/26/21 through 12/02/21 in the amount of \\$3,029,725.02. \(Finance\)](#)
13. [Warrant Register #23 for the period of 12/03/21 through 12/09/21 in the amount of \\$1,814,529.63. \(Finance\)](#)
14. [Warrant Register #24 for the period of 12/10/21 through 12/16/21 in the amount of \\$3,576,255.03. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

15. [Introduction of an Ordinance of the City Council of the City of National City, California, amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney. \(City Attorney\)](#)

NON CONSENT RESOLUTIONS

16. [Resolution of the City Council of the City of National City, California authorizing the acceptance of the Emergency Connectivity Fund \(ECF\) grant from the Federal Communications Commission \(FCC\) in the amount of \\$15,225.80 to cover the costs associated with purchasing 25 laptops with LTE wireless service and the establishment of Library Grants Fund appropriations](#)

[of \\$15,225.80 and corresponding revenue budget. \(Library and Community Services\)](#)

17. [Resolution of the City Council of the City of National City, California: 1\) Authorizing the Display of Artwork in the City Hall Council Chamber and 2\) Approving the Installation of Artwork by Artist Francisco Morales in the City Hall Council Chamber. \(Library and Community Services\)](#)
18. [Resolution of the City Council of the City of National City, California accepting the report and recommendation of the appointed Proposition “D” Independent Review Committee to maintain the City of National City District Transactions & Use Tax at the current rate of 1% for the next five years, pursuant to the provisions of Section 4.160.180 of the City of National City Municipal Code. \(Finance\)](#)

NEW BUSINESS

19. [Resolution of the City Council of the City of National City, California Initiating a Street Vacation of a portion of Kimball Way, north of East 14th Street and northwest of the intersection with ‘F’ Avenue, as part of the Kimball Highlands and San Ysidro Health \(PACE\) Clinic project. \(Applicant: Excel Engineering\) \(Case File No. 2021-23 SC\) \(Planning\)](#)
20. [Approval of Fiscal Year 2022/2023 Budget Workshop dates and Quarterly Priorities. \(Finance\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

21. [Resolution of the Community Development Commission-Housing Authority of the City of National City \(“Housing Authority”\) approving a conditional award of Ten Million Dollars \(\\$10,000,000\) from the Housing Authority’s Housing Fund to the 400-unit Azuriik Affordable Housing Project by the Metropolitan Advisory Committee on Anti-Poverty \(“MAAC”\) located at 233 Roosevelt Avenue. \(Housing Authority\)](#)

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

22. [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 1, 2022 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City recognizes Samahan Health Center team for COVID-19 youth vaccination efforts.](#)
Please scroll down to view the backup material.

Item # ____
01/18/22

**National City recognizes Samahan Health Center team for
COVID-19 youth vaccination efforts**

The following page(s) contain the backup material for Agenda Item: [Employee of the Quarter 2021 - Christopher Goodrich, Fire Captain. \(Fire\)](#)
Please scroll down to view the backup material.



CITY OF NATIONAL CITY
M E M O R A N D U M

DATE: December 1, 2021
TO: Brad Raulston, City Manager
FROM: Robert J. Meteau, Jr., Human Resources Director 
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the 4th Quarter of calendar year 2021 is:

Christopher Goodrich, Fire Engineer

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, January 18, 2022 to be recognized for his achievement and service.

Attachment

cc: Christopher Goodrich
Frank Parra, Director of Emergency Services
Brian Krepps, Battalion Chief
Mayor's Confidential Assistant
Human Resources – Office File



To whom it may concern,

I would like to nominate Fire Engineer Christopher Goodrich as the National City Employee of the Quarter. Engineer Goodrich has been with the National City Fire Department for over six years and in that time has been an immense asset to our organization. He has spent time mentoring our new employees, worked as a co-project manager for our OES engine, assisted with our most recent hiring process as an EMS skills evaluator and is one of our exceptional paramedics. Chris is an outstanding Engineer and most recently diagnosed an issue with one of our fire engines, prevented serious damage to the apparatus and saved tens of thousands of dollars in repairs. This is just one example of Chris' dedication and commitment to the National City Fire Department. As a result of Engineer Goodrich's outstanding work ethic, positive attitude, leadership and continuous lifesaving efforts during emergency responses, I feel Engineer Christopher Goodrich is most deserving of this recognition.

Sincerely,

Battalion Chief Brian Krepps



National City Fire Department

1243 National City Blvd., National City, CA, 91950-4301

Phone (619) 336-4550 - Fax (619) 336-4562

The following page(s) contain the backup material for Agenda Item: [A Kimball Holiday 2021 Recap. \(Library and Community Services\)](#)
Please scroll down to view the backup material.

Item # ____

01/18/22

**PRESENTATION
A KIMBALL HOLIDAY 2021**

(Library & Community Services)

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City, California 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 # ____
01/18/22

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, California accepting and authorizing the Mayor to sign an Encroachment Permit Agreement with Ahmadian Investment Group, LLC, to install a transformer pad within public right-of-way as part of the future development project located on 2428 Highland Avenue \(APN 562-072-03-00\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign an Encroachment Permit Agreement with Ahmadian Investment Group, LLC, to install a transformer pad within public right-of-way as part of the future development project located on 2428 Highland Avenue (APN 562-072-03-00).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**
APPROVED: _____ **MIS**

ACCOUNT NO.
N/A

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt Resolution accepting the Encroachment Permit Agreement with Ahmadian Investment Group, LLC, to install a transformer pad within public right-of-way as part of the future development project located on 2428 Highland Avenue (APN 562-072-03-00).

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Encroachment Permit Agreement
3. Resolution

EXPLANATION

Ahmadian Investment Group, LLC has proposed a 3-story residential development complex to be constructed at 2428 Highland Avenue (Assessor Parcel Number 562-072-03-00). The grading plans have been approved.

The project proposes to install a transformer pad that will encroach by 1-foot onto the public right-of-way in order to accommodate the SDG&E transformer pad. The location of the proposed transformer pad was determined as shown in the exhibit in order to meet SDG&E clearance requirements from the gas meters (see attached Exhibit "B").

An encroachment agreement is required to allow the property owner to install these improvements in the public right of way.

If at any time, the City wishes to remove the encroachment, the owner must do so. Upon notification in writing by the City Engineer, the above described encroachment must be abandoned, removed, or relocated by the owner, at the owner's expense.

Ahmadian Investment Group, LLC is requesting that the City approve and the Mayor sign the agreement. If approved by the City Council, this Encroachment Permit Agreement will be recorded with the Office of the San Diego County Recorder.

Staff recommends the City Council adopt the resolution accepting the Encroachment Permit Agreement with Ahmadian Investment Group, LLC, to install a transformer pad within public right-of-way as part of the future development project located on 2428 Highland Avenue (APN 562-072-03-00).

**ENCROACHMENT PERMIT AND AGREEMENT
(Commercial)**

The City Of National City hereby grants an Encroachment Permit to the undersigned, Highland Pacific, LLC (hereinafter referred to as "OWNER"), in accordance with and pursuant to the terms and conditions set forth in Chapter 13.12 of the National City Municipal Code.

OWNER is the owner of that certain real property described in the attached Exhibit "A", or is an owner of personal property that is proposed to be installed in the public right-of-way or other public property of the City of National City, County of San Diego, State of California. The OWNER, in consideration of this grant of permission by the City of National City (hereinafter referred to as "CITY") to install and maintain certain personal property or a building, facility, or other structure (hereafter designated from time to time as an "encroachment") within or upon a CITY easement, property, or right-of-way for the use and benefit of OWNER'S property and adjacent lands, now covenants and agrees as follows:

The site of installation and any description of OWNER'S encroachment is described in Exhibit "B", attached.

The terms and conditions under which the encroachment is to be installed and maintained are as follows:

1. Upon notification in writing by the City Engineer, the above described encroachment shall be abandoned, removed, or relocated by OWNER at the owner's sole expense.
2. The said encroachment shall be maintained in a safe and sanitary condition at all times at the sole cost, risk, and responsibility of OWNER and any successor in interest, who shall hold CITY harmless with respect thereto.
3. This Permit and Agreement, when made for the direct benefit of OWNER's land or property described above, and the covenants herein contained shall run with said land and shall be binding on the assigns and successors of OWNER. Should OWNER or its successors fail to remove or relocate the encroachment herein permitted within thirty (30) days after notice of removal or relocation from the CITY, CITY may cause such removal or relocation to be done at OWNER's sole cost and expense, which shall be a lien upon said land. A copy of this Encroachment Agreement shall be recorded against any real property of the owner's that is hereby benefited by the encroachment. Upon request by CITY, PERMITTEE shall record this Encroachment Agreement with the County of San Diego, County Recorder's Office, and upon recordation shall return the original to the CITY.
4. OWNER shall indemnify, defend, and hold harmless CITY and its officers, agents, and employees from all liability, loss, costs, claims, demands, suits, and defense costs, including attorneys' fees, arising out of Owner's entry upon and use of City's easement or right-of-way for the installation, maintenance, and use of the owner's encroachment.
5. OWNER and each successor in interest or assign shall take out and maintain, during the time the encroachment remains on CITY's easement or right-of-way, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering all bodily and property damage arising out of this Encroachment Agreement.

This policy shall name CITY and its officers, agents, and employees as additional insured, and shall constitute primary insurance as to CITY and its officers, agents, and employees, so that any other policies held by CITY shall not contribute to any loss under said insurance. Said policy shall

provide for thirty (30) days prior written notice to CITY of cancellation or material change. Prior to commencement of this Encroachment Agreement, OWNER shall furnish CITY a certificate of insurance with original endorsements evidencing the coverage required by this section. Should owner fail to do so, City may elect to obtain such coverage at OWNER'S expense or immediately terminate this Agreement.

6. The full terms and conditions under which this Encroachment Permit is issued are further set forth in Chapter 13.12 of the National City Municipal Code, which terms OWNER hereby specifically acknowledges and agrees to. Owner also acknowledges that those terms and conditions include, without limitation, the following:

a. The City reserves the right to charge the Owner "fair and reasonable" compensation for the use of CITY property retroactive to the date of construction or installation of the encroachment.

b. The CITY can require the removal, relocation, or undergrounding of the encroachment when deemed necessary and feasible by and in the sole discretion of the City Engineer at owner's expense.

7. This encroachment Permit is not valid and confers no rights to install and maintain an encroachment until it is accepted by the Owner.

DATED:

CITY OF NATIONAL CITY

Alejandra Sotelo-Solis, Mayor

PERMITTEE:

Highland Pacifica, LLC.

Entity/Company

Alex Ahmadian
Signature

Alex Ahmadian, Managing Member
Name & Title

**ATTACH NOTARY CERTIFICATION FOR THE NAME OF PERMITTEE SHOWN ABOVE.
USE CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT NOTARY ONLY.**

PERMITTEE/APPLICANT INFORMATION:

Alex Ahmadian
Person in Responsible Charge

(858) 736-6218
24/7 Phone Number

Highland Pacifica, LLC.
Firm Name

Mailing Address:

3525 Del Mar Heights Rd #274
San Diego, CA 92130

**PLAT SHOWING LOCATION OF STRUCTURES, EASEMENT, OR RIGHT-OF-WAY, AND
SEWER AND/OR DRAINAGE FACILITIES: SEE EXHIBIT "B", ATTACHED**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of SAN DIEGO

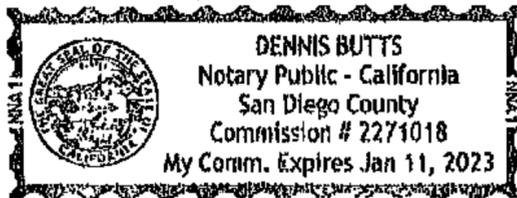
On 07/29/2021 before me, DENNIS BUTTS, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ALEX AHMADIAN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ENCLOSURE PERMIT Document Date: 07/29/2021

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PRIVATE ENCROACHMENT

OWNER:

AHMADIAN INVESTMENT GROUP, LLC.
ALEX AHMADIAN
3525 DEL MAR HEIGHTS ROAD #274
SAN DIEGO, CA 92130

SITE ADDRESS:

2428 HIGHLAND AVENUE
NATIONAL CITY, CA 91950

APN:

562-072-03-00

ENCROACHMENT LEGAL DESCRIPTION:

A 1.00 FEET WIDE STRIP OF LAND LYING WITHIN HIGHLAND AVENUE IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED ON RECORD OF SURVEY NO. 23548 RECORDED APRIL 16, 2020 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, BEING A POINT ON THE WESTERLY RIGHT OF WAY OF HIGHLAND AVENUE; THENCE ALONG SAID RIGHT OF WAY SOUTH 17°42'27" EAST 35.33 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 17°42'27" EAST 8.50 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE NORTH 72°17'33" EAST 1.00 FEET TO A LINE PARALLEL WITH AND 1.00 FEET EASTERLY OF SAID RIGHT OF WAY MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE NORTH 17°42'27" WEST 8.50 FEET; THENCE SOUTH 72°17'33" WEST 1.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.0004 ACRES (8.5 SQ. FT.) IN TOTAL

Legal description prepared by:
Kappa Surveying & Engineering, Inc.

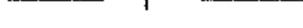
By:  date: November 18, 2021

Allen R. A. Turner III, PLS
Registration expires December 31, 2022



EXHIBIT B

LEGEND

PROPERTY LINE/ PUBLIC R/W	
WATER SERVICE	 W
SEWER SERVICE	 S
FIRE SERVICE	 F

SITE ADDRESS

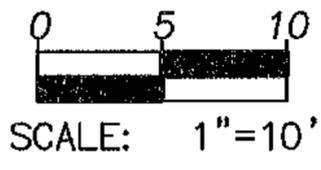
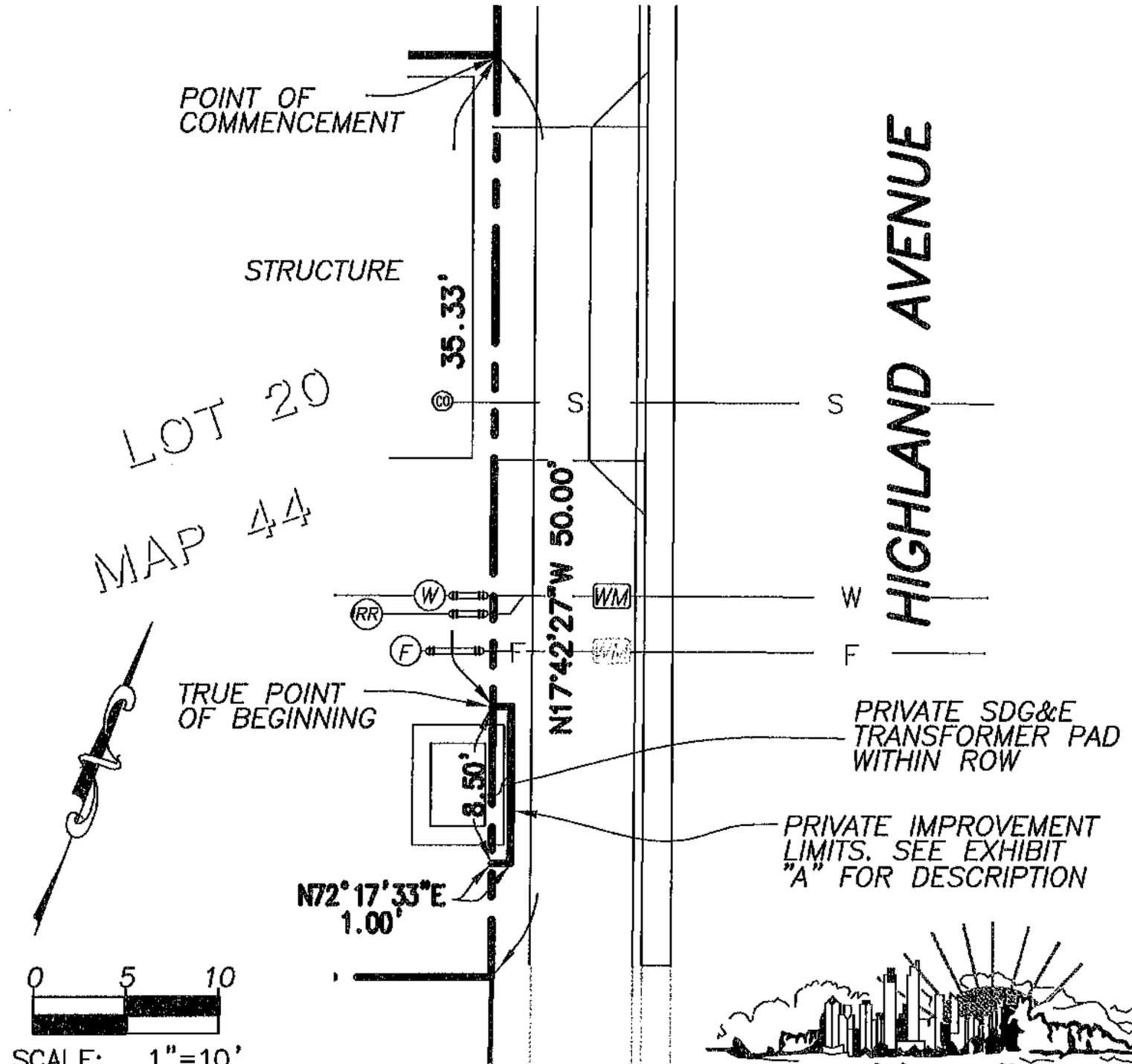
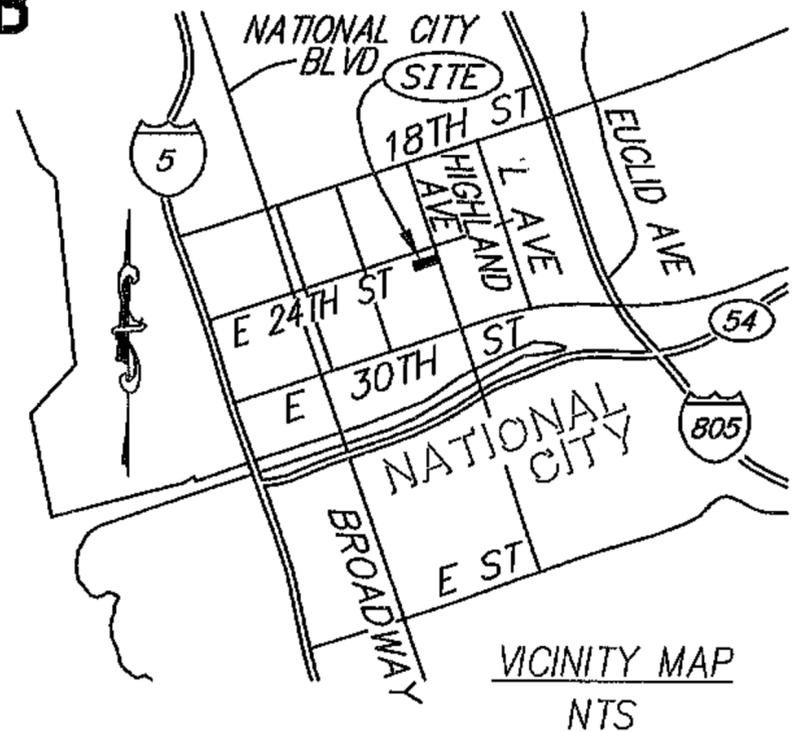
2428 HIGHLAND AVENUE
NATIONAL CITY, CA 91950

APN

562-072-03-00

BRIEF LEGAL DESCRIPTION

THE NORTHERLY 50 FEET OF THE SOUTHERLY 110 FEET OF THE
EASTERLY 20 FEET OF LOT 15, AND THE NORTHERLY 50 FEET
OF THE SOUTHERLY 110 FEET OF LOTS 16, 17, 18, 19, & 20,
BLOCK 4, FLORA M. KIMBALL'S SUBDIVISION PER MAP NO. 44



KAPPA SURVEYING & ENGINEERING, INC.

8402 N. MAGNOLIA AVE. SUITE C, SANTEE, CA 92071 (619) 449-2600 FAX: (619) 449-2602

KAPPA JOB NUMBER: 348018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of National City, its elected officials, Officers, agents, employees, and volunteers C/O Risk Manager 1243 National City Blvd National City, CA 91950-4301	242B Highland Ave. National City, CA 91950
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: The City of National City, its elected officials. Officers, agents, employees, and volunteers C/O Risk Manager 1243 National City Blvd, National City, CA 91950-4301</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN AN ENCROACHMENT PERMIT AGREEMENT WITH AHMADIAN INVESTMENT GROUP, LLC, TO INSTALL A TRANSFORMER PAD WITHIN THE PUBLIC RIGHT-OF-WAY AS PART OF THE FUTURE DEVELOPMENT PROJECT LOCATED ON 2428 HIGHLAND AVENUE (APN 562-072-03-00)

WHEREAS, Ahmadian Investment Group, LLC, owner of the property located at 2428 Highland Avenue, proposes constructing a three (3) story residential development complex (“Project”); and

WHEREAS, the Project will install a transformer pad that will encroach by one (1) foot onto the public right-of-way to accommodate a San Diego Gas & Electric (“SDG&E”) transformer pad; and

WHEREAS, an encroachment agreement is required to allow Ahmadian Investment Group, LLC to install the improvement in the public right of way, and upon notification in writing by the City Engineer, the above-described encroachment must be abandoned, removed, or relocated by the owner, at the owner’s expense; and

WHEREAS, City staff recommends the City Council adopt the resolution authorizing the Mayor to execute the Encroachment Permit Agreement with Ahmadian Investment Group, LLC, to install a transformer pad within public right-of-way as part of the future development project located on 2428 Highland Avenue (APN 562-072-03-00).

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

Section 1: Authorizes the Mayor to sign an Encroachment Permit Agreement with Ahmadian Investment Group, LLC, to install a transformer pad within public right-of-way as part of the future development project located on 2428 Highland Avenue (APN 562-072-03-00).

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

///

PASSED and ADOPTED this 18th day of January, 2022.

Alejandra Sotelo-Solis, Mayor

ATTESTS:

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: 1\) awarding a contract to Eagle Paving Company, Inc. in the not-to-exceed amount of \\$650,760.00 for the National City Boulevard Bikeway Project, CIP No. 19-18; 2\) authorizing a 15% contingency in the amount of \\$97,614.00 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: January 18, 2022

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 \$650,760.00 for the National City Boulevard Bikeway Project, CIP No. 19-18; 2) authorizing a 15% contingency in the amount of \$97,614.00 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 - \$650,760.00

Expenditure Account No. 296-409-500-598-6601 - \$339,001.00 (National City Blvd Inter-City Bike Connections)

Expenditure Account No. 307-409-500-598-6035 - \$311,759.00 (Resurface Streets)

15% Contingency - \$97,614.00

Expenditure Account No. 307-409-500-598-6035 - \$97,614.00 (Resurface Streets)

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(22), approved December 15, 2020.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Eagle Paving Company, Inc. in the not-to-exceed amount of \$650,760.00 for the National City Boulevard Bikeway Project, CIP No. 19-18.

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 May 15, 2018, the City Council adopted Resolution No. 2018-70 authorizing the filing of eleven (11) grant applications through the San Diego Associations of Governments' (SANDAG) Active Transportation Grant Program (ATGP) and Smart Growth Incentive Program (SGIP). The National City Boulevard Bikeway project was included as one of the grant applications.

On December 6, 2018, SANDAG authorized the City to proceed with the design and construction phase for this project in the total amount of \$395,001.00 that includes a \$1,000.00 local match.

The National City Boulevard Bikeway project will provide nearly 0.2 miles of enhanced (buffered) bike lanes along 33rd St from Hoover Ave to National City Blvd. The project will implement nearly 0.4 miles of Class II facilities along National City Blvd from 33rd St to C Street at the southern city limit with City of Chula Vista. The project will include traffic calming features, decreased lane widths, bike/pedestrian improvements at freeway on/off ramps, bike boxes, lighting, and pedestrian safety enhancements. The project will improve the safety for people walking and biking.

On October 26, 2021, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On October 29, 2021 and November 1, 2021, the bid solicitation was advertised in local newspapers.

On November 16, 2021, nine (9) bids were received by the 1:00 p.m. deadline. LC Paving & Sealing Inc. was the apparent lowest bidder with a total bid amount of \$607,357.52. Upon review of the bid documents submitted, LC Paving & Sealing Inc. failed to submit all required bid documents before the bid opening as required by the Construction Specifications Instruction to Bidders and 2-1.3 Award of Contract. On November 29, 2021, LC Paving & Sealing Inc. was notified about this irregularity that resulted in their bid being deemed non-responsive.

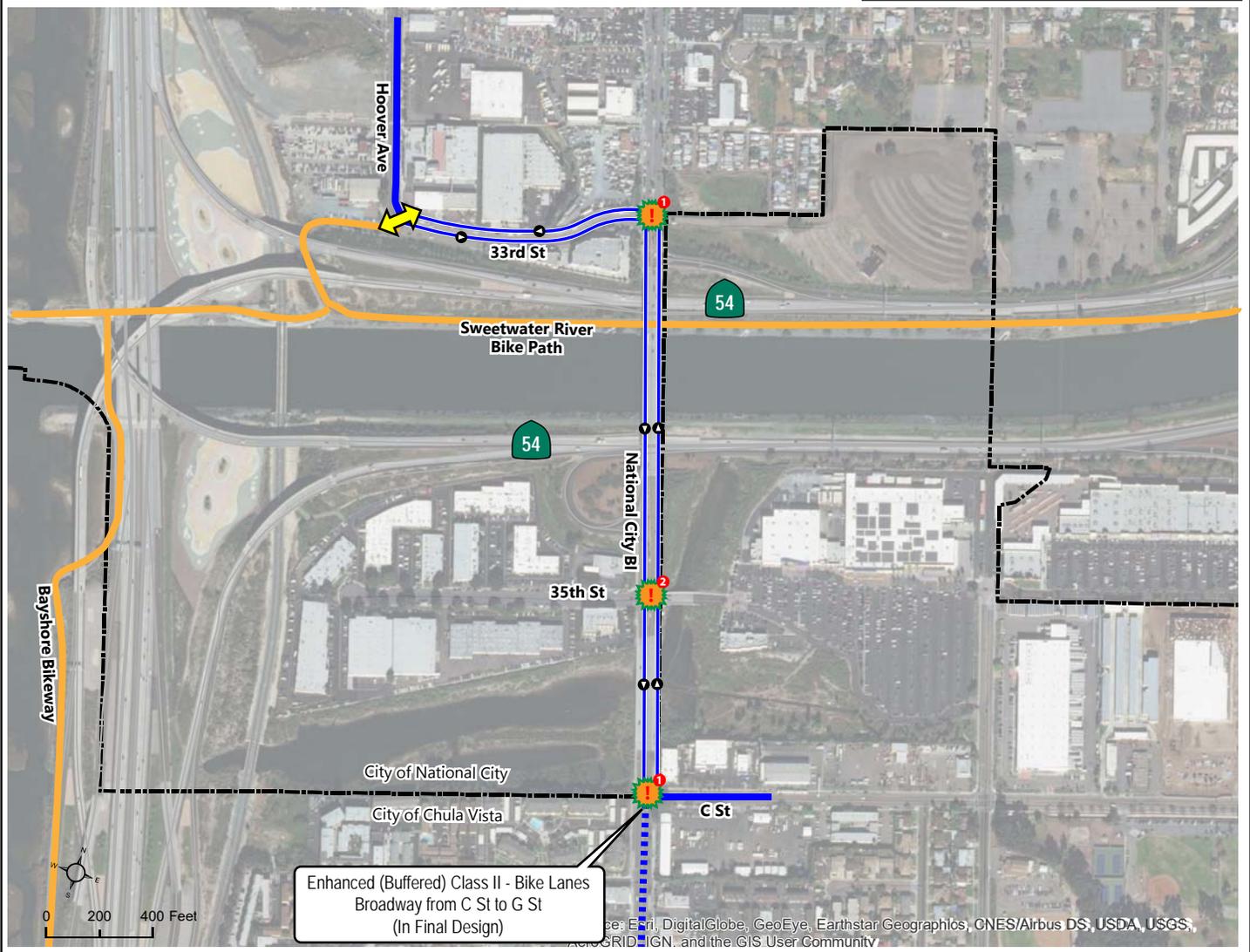
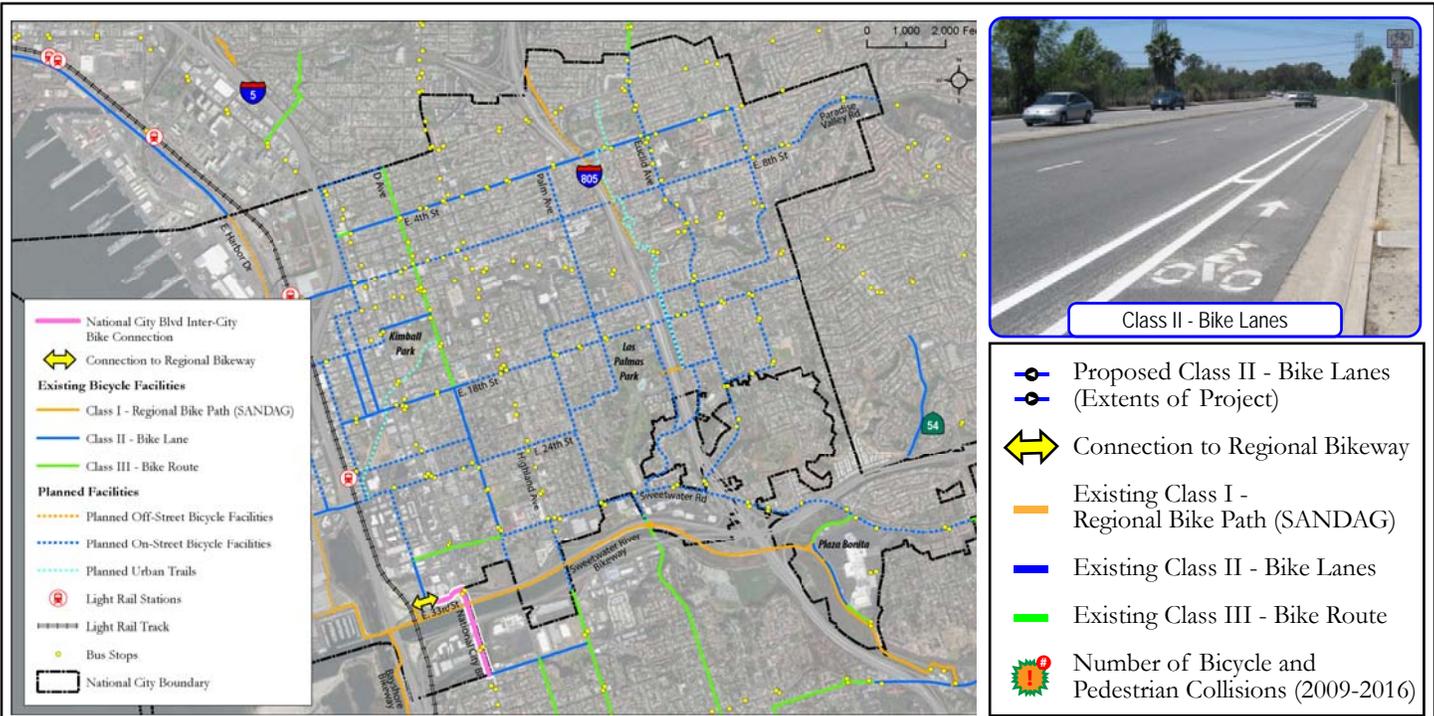
Subsequently, staff reviewed the bid documents submitted by the second lowest bidder, Eagle Paving Company, Inc. Upon review of all documents submitted Eagle Paving Company, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to Eagle Paving Company, Inc., in the amount not to exceed \$650,760.00. Staff also recommends authorizing a 15% contingency in the amount of \$97,614.00 to address any unforeseen conditions that may arise. The contract will be funded through a combination of SANDAG ATGP 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 spring 2022. Typically construction will begin four to six weeks after City Council approves award of contract to allow for

coordination efforts, as well as contractor mobilization. Updates will be provided on the City's CIP dashboard at: <https://www.nationalcityca.gov/government/engineering-public-works>.





BID OPENING SUMMARY

NAME: National City Boulevard Bikeway projecy
CIP NO: 19-18
DATE: Tuesday, November 16, 2021
TIME: 1:00 P.M.
ESTIMATE: \$720,000.00
PROJECT ENGINEER: Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1.	LC Paving & Sealing Inc 620 Alpine Way ESCONDIDO, California 92029	\$607,357.52	Bond
2.	Eagle Paving 13915 Danielson Street Poway, California 92064	\$650,760.00	Bond
3.	LB Civil Construction, Inc. 324 E. Valley Pkwy Escondido, California 92025	\$670,676.00	Bond
4.	Entenman Development Group Inc 421 Broadway Ave STE62 San Diego, California 92101	\$689,308.78	Bond
5.	SRM Contracting & Paving 7192 Mission Gorge Road San Diego, California 92120	\$698,745.00	Bond
6.	PAL General Engineering 2364 Paseo De Las Americas San Diego, CA 92154	\$787,972.00	Bond
7.	A7, Inc 710 Grand Ave Spring Valley, California 91977	\$848,683.01	Bond
8.	Blue Pacific Engineering & Construction 3545 Camino del Rio South Suite A San Diego, California 92108	\$885,395.00	Bond
9.	Wier Construction Corpotation 16884 OLD SURVEY ROAD Escondido, California 92025	\$931,496.50	Bond

Bid Results for National City Boulevard Bikeway Project (CIP No. 19-18)									
Item No.	Description	Unit	Qty.	LC Paving & Sealing, Inc.		Eagle Paving Company, Inc.		LB Civil Construction, Inc.	
Base Bid - National City Boulevard Bikeway Project									
1	Mobilization / Demobilization	LS	1	\$35,204.67	\$35,204.67	\$30,000.00	\$30,000.00	\$33,000.00	\$33,000.00
2	Project Schedule	LS	1	\$5,933.48	\$5,933.48	\$1,500.00	\$1,500.00	\$10,440.00	\$10,440.00
3	Surveying and Construction Staking	LS	1	\$13,788.45	\$13,788.45	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
4	Pedestrian Control	LS	1	\$48,191.85	\$48,191.85	\$80,000.00	\$80,000.00	\$34,000.00	\$34,000.00
5	Water Pollution Control	LS	1	\$7,908.52	\$7,908.52	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
6	Unclassified Excavation	LS	1	\$30,978.68	\$30,978.68	\$2,500.00	\$2,500.00	\$115,000.00	\$115,000.00
7	Clearing and Grubbing	LS	1	\$30,839.95	\$30,839.95	\$10,000.00	\$10,000.00	\$5,200.00	\$5,200.00
8	Construct 6" Median Curb Type B-1 per SDRSD G-6	LF	56	\$71.57	\$4,007.92	\$100.00	\$5,600.00	\$44.00	\$2,464.00
9	Construct 6" Median Curb Type B-3 per SDRSD G-7	LF	15	\$145.83	\$2,187.45	\$200.00	\$3,000.00	\$156.00	\$2,340.00
10	Construct 4" PCC Sidewalk per SDRSD G-7, G-9, G-10, G-11	SF	1250	\$10.64	\$13,300.00	\$18.00	\$22,500.00	\$26.00	\$32,500.00
11	Construct Asphalt Concrete Pavement	TON	906	\$147.65	\$133,770.90	\$140.00	\$126,840.00	\$132.00	\$119,592.00
12	Replace Existing Storm Drain Grate, Type 18-9X	EA	3	\$1,617.11	\$4,851.33	\$900.00	\$2,700.00	\$1,500.00	\$4,500.00
13	Construct Class II Aggregate Base	TON	1100	\$36.21	\$39,831.00	\$108.00	\$118,800.00	\$60.00	\$66,000.00
14	Slurry Seal	SF	100000	\$0.56	\$56,000.00	\$0.60	\$60,000.00	\$0.55	\$55,000.00
15	Cold Mill	SF	8400	\$1.37	\$11,508.00	\$0.65	\$5,460.00	\$2.50	\$21,000.00
16	Furnish and Install Mirafi RS380i Woven Geosynthetic, or approved equal	SY	40	\$201.00	\$8,040.00	\$90.00	\$3,600.00	\$45.00	\$1,800.00
17	Furnish and Install Flexible Post Delineators	EA	180	\$255.97	\$46,074.60	\$252.00	\$45,360.00	\$247.50	\$44,550.00
18	Removal, Disposal, and Replacement of Unsuitable Material	CY	20	\$354.01	\$7,080.20	\$100.00	\$2,000.00	\$450.00	\$9,000.00
19	Signing and Striping	LS	1	\$49,612.27	\$49,612.27	\$57,340.00	\$57,340.00	\$47,970.00	\$47,970.00
20	Traffic Signal Modification - National City Boulevard & SR-54 WB Off-ramp	LS	1	\$36,405.16	\$36,405.16	\$41,600.00	\$41,600.00	\$35,200.00	\$35,200.00
21	Traffic Signal Modification - National City	LS	1	\$8,191.16	\$8,191.16	\$9,360.00	\$9,360.00	\$7,920.00	\$7,920.00

	Boulevard & W 35Th Street								
22	Traffic Signal Modification - National City Boulevard & SR-54 EB On-ramp	LS	1	\$13,651.93	\$13,651.93	\$15,600.00	\$15,600.00	\$13,200.00	\$13,200.00
Total					\$607,357.52		\$650,760.00		\$670,676.00

OWNER - CONTRACTOR AGREEMENT

NATIONAL CITY BOULEVARD BIKEWAY PROJECT, CIP NO. 19-18

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, Poway, CA 92064, on the 18th day of January, 2022, 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.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by Owner and copies thereof shall be furnished to Owner if requested.

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

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)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Alejandra Sotelo-Solis
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Charles E. Bell, Jr.
City Attorney

Contractor:
Eagle Paving Company, Inc.

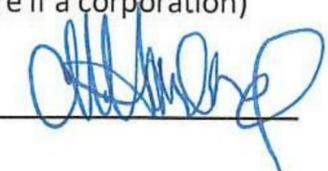


(Owner/Officer signature)

Joel Batule, President

Print name and title

(Second officer signature if a corporation)

Marisa Garland, CFO 

Print name and title

09012859

Contractor's City Business License No.

944939, C12 A

State Contractor's License No. and Class

13915 Danielson Street, Suite 201

Business street address

Poway, CA 92064

City, State and Zip Code

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.

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

Bid Results for National City Boulevard Bikeway Project (CIP No. 19-18)					
Item No.	Description	Unit	Qty.	Eagle Paving Company, Inc.	
Base Bid - National City Boulevard Bikeway Project					
1	Mobilization / Demobilization	LS	1	\$30,000.00	\$30,000.00
2	Project Schedule	LS	1	\$1,500.00	\$1,500.00
3	Surveying and Construction Staking	LS	1	\$4,000.00	\$4,000.00
4	Pedestrian Control	LS	1	\$80,000.00	\$80,000.00
5	Water Pollution Control	LS	1	\$3,000.00	\$3,000.00
6	Unclassified Excavation	LS	1	\$2,500.00	\$2,500.00
7	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
8	Construct 6" Median Curb Type B-1 per SDRSD G-6	LF	56	\$100.00	\$5,600.00
9	Construct 6" Median Curb Type B-3 per SDRSD G-7	LF	15	\$200.00	\$3,000.00
10	Construct 4" PCC Sidewalk per SDRSD G-7, G-9, G-10, G-11	SF	1250	\$18.00	\$22,500.00
11	Construct Asphalt Concrete Pavement	TON	906	\$140.00	\$126,840.00
12	Replace Existing Storm Drain Grate, Type 18-9X	EA	3	\$900.00	\$2,700.00
13	Construct Class II Aggregate Base	TON	1100	\$108.00	\$118,800.00
14	Slurry Seal	SF	100000	\$0.60	\$60,000.00
15	Cold Mill	SF	8400	\$0.65	\$5,460.00
16	Furnish and Install Mirafi RS380i Woven Geosynthetic, or approved equal	SY	40	\$90.00	\$3,600.00
17	Furnish and Install Flexible Post Delineators	EA	180	\$252.00	\$45,360.00
18	Removal, Disposal, and Replacement of Unsuitable Material	CY	20	\$100.00	\$2,000.00
19	Signing and Striping	LS	1	\$57,340.00	\$57,340.00
20	Traffic Signal Modification - National City Boulevard & SR-54 WB Off-ramp	LS	1	\$41,600.00	\$41,600.00
21	Traffic Signal Modification - National City Boulevard & W 35Th Street	LS	1	\$9,360.00	\$9,360.00
22	Traffic Signal Modification - National City Boulevard & SR-54 EB On-ramp	LS	1	\$15,600.00	\$15,600.00
Total				\$650,760.00	

CORPORATE CERTIFICATE

I, JOEL BATULE certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that JOEL BATULE, who signed said contract on behalf of the Contractor, was then CEO 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, JOEL BATULE certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that JOEL BATULE, who signed said contract on behalf of the Contractor, was then CEO 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: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____ (Notary Seal)

known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____

(Notary Public in and for said County and State)

My Commission expires: _____

BOND NO. 024256613
PREMIUM: \$8,016.00
PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2022-_____, on the 18th day of January, 2022, has awarded **Eagle Paving Company, Inc.**, hereinafter designated as the "Principal", the NATIONAL CITY BOULEVARD BIKEWAY PROJECT, CIP NO. 19-18

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 THE OHIO CASUALTY INSURANCE COMPANY as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Six Hundred Fifty Thousand, Seven Hundred Sixty (\$650,760.00)** dollars 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

change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

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 10TH day of DECEMBER, 2021.

THE OHIO CASUALTY
INSURANCE COMPANY (SEAL)

Mark D. Iatarola (SEAL)

MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL)

Surety

EAGLE PAVING COMPANY, INC.
DBA TORO ENGINEERING (SEAL)

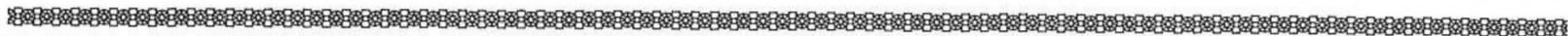
Joel Batule (SEAL)

JOEL BATULE, PRESIDENT (SEAL)

Principal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California }
County of SAN DIEGO }

On 12/10/2021 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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 *Tracy Lynn Rodriguez*
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____



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

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

Certificate No: 8205111-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Helen Maloney; John G. Maloney; Mark D. Iatarola; Sandra Figueroa; Tracy Holmes; Tracy Lynn Rodriguez

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 2021.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10TH day of DECEMBER, 2021.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2022-_____, on the 18th day of January, 2022, has awarded **Eagle Paving Company, Inc.**, hereinafter designated as the "Principal", the NATIONAL CITY BOULEVARD BIKEWAY PROJECT, CIP NO. 19-18

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and THE OHIO CASUALTY INSURANCE COMPANY as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Six Hundred Fifty Thousand, Seven Hundred Sixty (\$650,760.00)** dollars 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 said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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 10TH day of DECEMBER, 2021.

THE OHIO CASUALTY
INSURANCE COMPANY (SEAL)

Mark D. Iatarola (SEAL)

MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL)

EAGLE PAVING COMPANY, INC.
DBA TORO ENGINEERING (SEAL)

Joel Batule (SEAL)

JOEL BATULE, PRESIDENT (SEAL)

Surety

Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

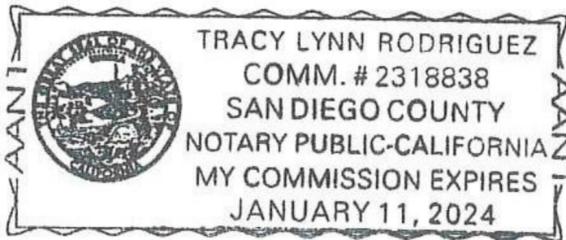
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO }

On 12/10/2021 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Tracy Lynn Rodriguez
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____



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

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

Certificate No: 8205111-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Helen Maloney; John G. Maloney; Mark D. Iatarola; Sandra Figueroa; Tracy Holmes; Tracy Lynn Rodriguez

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 2021.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10TH day of DECEMBER, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

RESOLUTION NO. 2022 -

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 \$650,760.00 FOR THE NATIONAL CITY BOULEVARD BIKEWAY PROJECT, CIP NO. 19-18; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$97,614.00 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, on May 15, 2018, the City Council adopted Resolution No. 2018-70 authorizing the filing of eleven (11) grant applications through the San Diego Associations of Governments' ("SANDAG") Active Transportation Grant Program ("ATGP") and Smart Growth Incentive Program ("SGIP"); and

WHEREAS, the National City Boulevard Bikeway Project ("Project") was included as one of the grant applications; and

WHEREAS, the National City Boulevard Bikeway Project will provide nearly 0.2 miles of enhanced ("buffered") bike lanes along 33rd Street from Hoover Avenue to National City Boulevard and will include traffic calming features, decreased lane widths, bike/pedestrian improvements at freeway on/off ramps, bike boxes, lighting, and pedestrian safety enhancement; and

WHEREAS, the Project will implement nearly 0.4 miles of Class II facilities along National City Boulevard from 33rd Street to C Street at the southern city limit with City of Chula Vista; and

WHEREAS, on December 6, 2018, SANDAG authorized the City of National City ("City") to proceed with the design and construction phase for the Project in the total amount of \$395,001.00 that will include a \$1,000.00 local match; and

WHEREAS, on October 26, 2021, the City posted the bid solicitation on PlanetBids, a free public electronic bidding system for contractors, and on October 29, 2021, and November 1, 2021, the City advertised in local newspapers; and

WHEREAS, on November 16, 2021, nine (9) bids were received by the 1:00 p.m. deadline for the Project; and

WHEREAS, LC Paving & Sealing Inc. was the apparent lowest bidder with a total bid amount of \$607,357.52, however, upon review of the bid documents submitted, LC Paving & Sealing Inc. failed to submit all required bid documents before the bid opening as required by the Construction Specifications Instruction to Bidders and 2-1.3 Award of Contract; and

WHEREAS, on November 29, 2021, LC Paving & Sealing Inc. was notified about this irregularity that resulted in their bid being deemed non-responsive; and

WHEREAS, City staff reviewed the bid documents submitted by the second lowest bidder, Eagle Paving Company, Inc. and upon review of all documents submitted, Eagle Paving Company, Inc.'s bid was deemed responsive and lowest responsible bidder qualified to perform the work as described in the project specifications; and

///

WHEREAS, City staff recommends awarding a contract to Eagle Paving Company, Inc., in the amount not to exceed \$650,760.00; and

WHEREAS, City staff requests City Council authorize the Mayor to execute the contract with Eagle Paving Company, Inc., for the Project; and

WHEREAS, City staff further requests City Council to authorize a 15% contingency amount up to \$97,614.00 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: Awards the National City Boulevard Bikeway Project, CIP No. 19-18, to the lowest responsive, responsible bidder, to wit:

EAGLE PAVING COMPANY, INC.

Section 2: Authorizes the Mayor to execute a contract with Eagle Paving Company, Inc., for \$650,760.00 for the National City Boulevard Bikeway Project, CIP No. 19-18.

Section 3: Authorizes a 15% contingency in the amount of up to \$97,614.00 for any unforeseen changes.

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

PASSED and ADOPTED this 18th day of January, 2022.

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: 1\) rescinding Resolution No. 2021-191; 2\) authorizing the filing of a Proposition 68 Per Capita Program application for the Kimball Park Playground Improvements Project in the amount of \\$216,033; 3\) authorizing the City Manager or designee to execute the grant agreement if selected for funding; and 4\) if selected for funding, approving the establishment of an Engineering Grants Fund Appropriation of \\$216,033 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the Per Capita Program for the Kimball Park Playground Improvements Project.\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) rescinding Resolution No. 2021-191; 2) authorizing the filing of a Proposition 68 Per Capita Program application for the Kimball Park Playground Improvements Project in the amount of \$216,033; 3) authorizing the City Manager or designee to execute the grant agreement if selected for funding; and 4) if selected for funding, approving the establishment of an Engineering Grants Fund Appropriation of \$216,033 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the Per Capita Program for the Kimball Park Playground Improvements Project.

PREPARED BY: Jose Lopez, Deputy City Engineer 

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY:  _____

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance
APPROVED: _____ MIS

ACCOUNT NO.

Rev. 296-*

Exp. 296-409-500-598-*

ENVIRONMENTAL REVIEW:

CEQA Notice of Exemption will be recorded with the County Clerk.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Resolution No. 2021-191
3. Resolution

Explanation

On December 7, 2021, City Council adopted Resolution 2021-191 authorizing the filing of a Proposition 68 Per Capita Grant Application for the El Toyon Park Playground Improvements project in the amount of \$216,033. An alternate resolution template was used that did not include necessary provisions specific to the Per Capita Grant Program. As such, staff recommends rescinding Resolution No. 2021-191 to update the template.

Additionally, on December 8, 2021, staff was notified that the City of National City was awarded a Proposition 68 Statewide Park Development and Community Revitalization (SPP) Grant for El Toyon Park Project in the amount of \$5,632,571. (On March 2, 2021, City Council adopted Resolution 2021-14 authorizing the filing of a Proposition 68 SPP application for the El Toyon Park Project in the amount of \$5,632,571.) Through the awarded SPP grant, the El Toyon Park playground will still be replaced. As a result of receiving the SPP grant, the Per Capita Grant funds can now be directed to the Kimball Park playground.

Staff is requesting authorization to file a Proposition 68 Per Capita Program application for the Kimball Park Playground Improvements Project in the amount of \$216,033 (\$177,952 in Per Capita funds plus \$38,081 in Urban Counties Per Capita funds). There is no local match required.

The Per Capita Program funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (Public Resource Code (PRC) §80061(a)). Additional funds are available for Per Capita grants to cities and districts in urbanized counties (a county with a population of 500,000 or more) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)). National City is eligible to receive funds from both programs.

The Kimball Park playground equipment has surpassed its useful life of ten years and is in need of replacement. Staff recommends proceeding with the replacement of the approximately fifteen year old playground equipment at Kimball Park as it is an excellent example of the type of project the Per Capita Program is aimed at addressing. Additionally, staff has identified the Kimball Park playground replacement as a priority through our ongoing needs assessments.

The proposed project will remove and dispose of the existing playground equipment and wood mulch at Kimball Park and install a new playstructure, a teeter tunnel, a unity dome, swings, and new surfacing.

Council Resolution authorizing filing of the grant application is required. Additionally, City Council delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope. If selected for funding, City Council approves the establishment of an Engineering Grants Fund Appropriation of \$216,033 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the Per Capita Program for the Kimball Park Playground Improvements Project. The resolution template has been updated to include all necessary provisions.

RESOLUTION NO. 2021 - 191

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING FILING OF A PROPOSITION 68 PER CAPITA PROGRAM APPLICATION FOR THE EL TOYON PARK PLAYGROUND IMPROVEMENTS PROJECT FOR \$216,033; 2) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE GRANT AGREEMENT IF SELECTED FOR FUNDING; AND 3) IF SELECTED FOR FUNDING, APPROVING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$216,033 AND CORRESPONDING REVENUE BUDGET TO ALLOW FOR REIMBURSEMENT OF ELIGIBLE PROJECT EXPENDITURES THROUGH THE PER CAPITA PROGRAM

WHEREAS, the Proposition 68 Per Capita Program funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis; and

WHEREAS, Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (Public Resource Code (PRC) §80061(a)); and

WHEREAS, Additional funds are available for Per Capita grants to cities and districts in urbanized counties (a county with a population of 500,000 or more) providing park and recreation services within jurisdictions of 200,000 or less in population; and

WHEREAS, the City of National City ("City") is eligible to receive funds from both programs; and

WHEREAS, the City's El Toyon Park playground equipment has surpassed its useful life of ten years and needs replacement as City Public Works staff continues to remove components that are no longer serviceable; and

WHEREAS, City staff recommends proceeding with replacing the approximately twenty (20) year old playground equipment at El Toyon Park as it is an excellent example of the type of project the Per Capita Program is aimed at addressing; and

WHEREAS, the proposed project will remove and dispose of the existing playground equipment and wood mulch at El Toyon Park and install a new play structure, a teeter tunnel, a unity dome, swings, and new surfacing; and

WHEREAS, City staff is requesting authorization to file a Proposition 68 Per Capita Program application for the El Toyon Park Playground Improvements Project for \$216,033 (\$177,952 in Per Capita funds plus \$38,081 in Urban Counties Per Capita funds) with no local match required; and

WHEREAS, City staff recommends that if the City is selected for funding, City Council further authorize the City Manager or designee to execute the grant agreement; and

///

WHEREAS, City staff recommends that if the City is selected for funding, City Council approve establishing an Engineering Grants Fund appropriation of \$216,033 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the per capita program

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

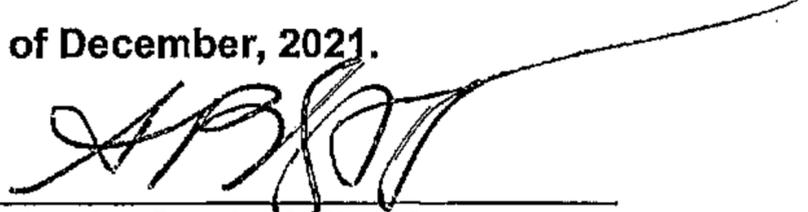
Section 1: Authorize the filing of a Proposition 68 Per Capita Program application for the El Toyon Park Playground Improvements Project for \$216,033.

Section 2: Authorize the City Manager or designee to execute the grant agreement if selected for funding.

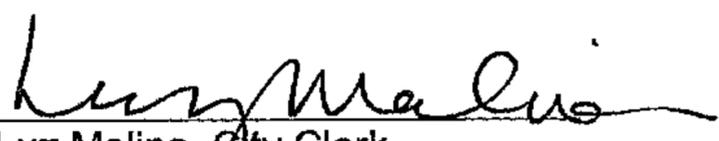
Section 3: Approved establishing an Engineering Grants Fund Appropriation of \$216,033 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the Per Capita Program for the El Toyon Park Playground Improvements Project if selected.

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

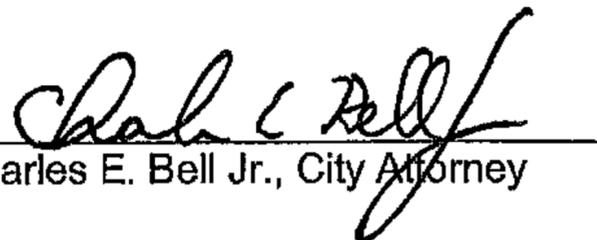
PASSED and ADOPTED this 7th day of December, 2021.


Alejandra Sotelo-Solis, Mayor

ATTEST:


Luz Molina, City Clerk

APPROVED AS TO FORM:


Charles E. Bell Jr., City Attorney

Resolution Form

Resolution Number: ()

RESOLUTION OF THE CITY OF NATIONAL CITY RESCINDING RESOLUTION NO. 2021-191 AND APPROVING THE APPLICATION FOR PER CAPITA GRANT FUNDS

WHEREAS, on December 7, 2021, the City Council of the City of National City adopted Resolution No. 2021-191 authorizing the filing of a Proposition 68 Per Capita Program Application for the El Toyon Park Playground Improvements Project for \$216,033; and

WHEREAS, it is necessary to rescind Resolution No. 2021-191 to include the correct resolution template; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City of National City hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the General Plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of National City] will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness

within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the day of , 20 .

I, the undersigned, hereby certify that the foregoing Resolution Number was duly adopted by the () following a roll call vote:

Ayes:
Noes:
Absent:

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RESCINDING RESOLUTION NO. 2021-191, AUTHORIZING THE REILING OF AN UPDATED RESOLUTION FOR THE CITY'S PROPOSITION 68 PER CAPITA PROGRAM APPLICATION AND APPROVING THE APPLICATION FOR PER CAPITA GRANT FUNDS

WHEREAS, on December 7, 2021, the City Council of the City of National City adopted Resolution No. 2021-191 authorizing the filing of a Proposition 68 Per Capita Program Application for the El Toyon Park Playground Improvements Project for \$216,033; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, the State Department of Parks and Recreation's procedures require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the State Department of Parks and Recreation's procedures further set forth the language that the Governing Body must include in its resolution of approval; and

WHEREAS, it is necessary to rescind Resolution No. 2021-191 and authorize the reiling of an updated resolution which includes the requisite resolution language; and

WHEREAS, City staff recommends City Council approve rescinding Resolution No. 2021-191 and authorize reiling an updated resolution which includes the requisite resolution language.

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

Section 1. Approves rescinding Resolution No. 2021-191 and authorizes the reiling of an updated resolution for the City's project application(s) for the Per Capita program grant project(s).

Section 2. Certifies that said grantee has or will have available before commencement of project work utilizing Per Capita funding sufficient funds to complete the project(s).

Section 3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s).

Section 4. Certifies that all projects proposed will be consistent with the park and recreation element of the General Plan (PRC §80063(a)).

Section 5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Section 6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

Section 7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the City of National City] will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

///

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

Section 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

Section 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of additional funding that has been expended for parks or other projects but which is not available on an ongoing basis shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

Section 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions in the contract shown in the Procedural Guide.

Section 11. Delegates the authority to the City manager or designee to conduct all negotiations, sign, and submit all documents, including but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s).

Section 12. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

Section 13. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

///

PASSED and ADOPTED this 18th day of January, 2022.

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, authorizing participation in the National Opioid Settlement and Authorizing the City Attorney to execute the necessary participation documents. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 1/18/2022

AGENDA ITEM NO. |

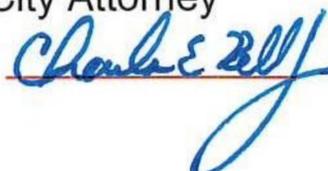
ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing participation in the National Opioid Settlement and Authorizing the City Attorney to execute the necessary participation documents.

PREPARED BY: Charles E. Bell, Jr., City Attorney

DEPARTMENT: City Attorney

PHONE: 4222

APPROVED BY: 

EXPLANATION:

Two major national cases have been underway seeking to hold various parties responsible for the role prescription drugs have played in the opioid crisis. These two cases involve McKesson, AmerisourceBergen, Cardinal Health (Distributors) and Johnson & Johnson (Janssen). A National Opioid Settlement has been reached in both cases in which the Distributors will fund settlement of approximately \$21 Billion and Janssen approximately \$5 Million.

On December 21, 2021, City Council approved a resolution authorizing the City Attorney to execute necessary documents for the City to register and receive additional information for the City's consideration in participating in the National Opioid Settlement. On December 22, 2021, the City Attorney registered the City and the City received additional information concerning the National Opioid Settlement. The additional information included two (2) Settlement Participation Forms and two (2) Proposed California State-Subdivision Agreements regarding Settlement Fund Distribution.

City Attorney now requests authorization to execute the Participation Forms and Agreements.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing the City of National City's participation in the National Opioid Settlement and Authorizing the City Attorney to execute the necessary participation documents.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Settlement Participation Forms and Proposed California State-Subdivision Agreements regarding Settlement Fund Distribution
- Resolution

Settlement Participation Form

Governmental Entity: National City city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Distributor Settlement**

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

¹ A parallel but separate agreement (the “CA Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,² pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

² For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, National City city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement is a requirement to be an Initial Participating Subdivision in the Distributor Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Settlement Participation Form

Governmental Entity: National City city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Janssen Settlement**

1. Introduction

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement”), including Section VI and Exhibit O, the State of California proposes this agreement (the “CA Janssen Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Janssen Settlement Agreement.
- b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

¹ A parallel but separate agreement (the “CA Distributor Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,² pursuant to the Janssen Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Janssen Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

² For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Janssen Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Janssen Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Janssen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Janssen Settlement Agreement or this CA Janssen Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Janssen Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Janssen Settlement, and if applicable, the Distributor Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Janssen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Janssen Settlement Agreement, this CA Janssen Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Janssen Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, National City city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement is a requirement to be an Initial Participating Subdivision in the Janssen Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING REGISTERING IN THE NATIONAL OPIOID SETTLEMENT AND AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE NECESSARY PARTICIPATION DOCUMENTS

WHEREAS, two major national cases have been underway seeking to hold various parties responsible for the role prescription drugs have played in the opioid crisis; and

WHEREAS, these two cases involve McKesson, AmerisourceBergen, Cardinal Health (“Distributors”) and Johnson & Johnson (“Janssen”); and

WHEREAS, a National Opioid Settlement has been reached in both cases in which the Distributors will fund settlement of approximately \$21 Billion and Janssen approximately \$5 Million; and

WHEREAS, the City of National City desires to participate in the National Opioid Settlement upon the terms and conditions set forth in the Distributors Settlement Agreement, the Janssen Settlement Agreement, and the California State-Subdivision Agreements.

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

Section 1: Authorizes the City of National City’s participation in the National Opioid Settlement upon the terms and conditions set forth in the Distributors Settlement Agreement, the Janssen Settlement Agreement, and the California State-Subdivision Agreements.

Section 2: Authorizes the City Attorney to execute all necessary document and take all actions necessary for the City of National City’s participation in the National Opioid Settlement.

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

///

PASSED and ADOPTED this 18th day of January, 2022.

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: [Warrant Register #19 for the period of 11/06/21 through 11/11/21 in the amount of \\$1,083,482.23. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #19 for the period of 11/06/21 through 11/11/21 in the amount of \$1,083,482.23.
(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 11/06/21 - 11/11/21. 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>
City of San Diego	355458	105,001.10	Fire & Emergency Medical Dispatch
Eagle Paving Company	355467	637,089.12	CIP19-12 Sweetwater rd Safety Enh
Project Professionals Corp	355484	137,208.76	CIP19-12 Sweetwater rd Safety Enh

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,083,482.23.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$1,083,482.23

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 19



WARRANT REGISTER # 19
11/11/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AEP CALIFORNIA LLC	PARTS / PW	355443	11/11/21	4,966.62
BUTLER THERAPY INC.	THERAPY / PD	355444	11/11/21	1,200.00
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS/AP/CBAUTISTA - WK ENDING 10312	355445	11/11/21	3,853.30
RELATIONSHIPS AT WORK, INC.	MEDIATION SERVICES	355446	11/11/21	2,700.00
WOODRUFF, SPRADLIN & SMART APC	GENERAL MGR MONTHLY INVOICE - NOV 2021	355447	11/11/21	2,750.00
ACE UNIFORMS & ACCESSORIES INC	FP62MN CORRECT MN NAVY PANTS FY22 / FIRE	355448	11/11/21	744.76
ADAMOS	TRAINING REIM FOR TYLER NEW WORLD CA	355449	11/11/21	192.20
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - NOVEMBER	355450	11/11/21	1,002.40
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	355451	11/11/21	3,389.05
ALL FRESH PRODUCTS	FOR FOOD AS NEEDED FOR NUTRITION CENTER	355452	11/11/21	254.96
ANDERSON	TRAINING HUMAN TRAFFICKING	355453	11/11/21	761.32
BEHAVIOR ANALYSIS TRAINING INC	TUITION FOR BASTIDA AND MORRISON	355454	11/11/21	1,150.00
C A P F	NOVEMBER 2021 - FIRE LTD	355455	11/11/21	1,091.50
CALIFORNIA LAW ENFORCEMENT	NOVEMBER 2021 - PD LTD	355456	11/11/21	2,156.00
CHEN RYAN ASSOCIATES INC	SWEETWATER ROAD - ENG/PW	355457	11/11/21	8,170.40
CITY OF SAN DIEGO	FIRE&EMERGENCY MEDICAL DISPATCH, FY22-1S	355458	11/11/21	105,001.10
COLANTUONO HIGHSMITH	REF: AFFORDABLE HOUSING COALITION	355459	11/11/21	782.00
COUNTY OF SAN DIEGO	PARKING CITATION REVENUE / SEPTEMBER 2021	355460	11/11/21	9,714.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	355461	11/11/21	3,391.44
DELTA DENTAL	NOVEMBER 2021 / GRP #05-0908600000	355462	11/11/21	14,549.43
DELTA DENTAL	NOVEMBER 2021 - GRP #05-0908601002	355463	11/11/21	134.71
DELTA DENTAL INSURANCE CO	NOVEMBER 2021/GRP #05-7029600000	355464	11/11/21	2,442.66
DELTA DENTAL INSURANCE CO	NOVEMBER 2021 / GRP #05-7029600002	355465	11/11/21	106.26
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES- BALANCE PLAN EIR, COVID	355466	11/11/21	1,850.00
EAGLE PAVING COMPANY INC	CIP 19-12 SWEETWATER RD SAFETY ENHANCEMNT	355467	11/11/21	637,089.12
EXOS COMMUNITY SERVICES LLC	OCTOBER EXOS PROFESSIONAL FEES	355468	11/11/21	27,389.65
GATES PLANNING STRATEGIES	CONSULTANT TO PROVIDE LAND USE	355469	11/11/21	19,800.00
GIL	TRAINING REIM FOR POST SUPERVISORY COURSE	355470	11/11/21	62.30
GOVCONNECTION INC	APPLE IPAD 10.2 128GB, WI-FI+CELLULAR	355471	11/11/21	10,878.06
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX: JULY THRU SE	355472	11/11/21	3,030.49
HDL COREN & CONE	2020-21 ACFR STATISTICAL PACKAGE	355473	11/11/21	695.00
INNOVATIVE CONSTRUCTION	CIP 19-19 ROOSEVELT SMART GROWTH - ENG/PW	355474	11/11/21	21,886.00
KEYSER MARSTON ASSOCIATES INC	CONSULTING SERVICES / HOUSING	355475	11/11/21	409.38
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER~	355476	11/11/21	295.00
MC CLURE JR	TRAINING POST ADV SUB FTO	355477	11/11/21	780.00
MOHAMMED	CITATION REFUNDS - SEPTEMBER 2021	355478	11/11/21	60.00
MUNISERVICES	ACFR - DIRECT & OVERLAPPING DEBT REPORT	355479	11/11/21	600.00
NERI LANDSCAPE ARCHITECTURE	PARADISE CREEK PARK EXTENSION	355480	11/11/21	5,932.50
NOWDOCS INTERNATIONAL INC	W2 FORMS & ENVELOPES AND 1099 MISC ENVEL	355481	11/11/21	242.73
OFFICE SOLUTIONS BUSINESS	OFFICE SUPPLIES FOR SECTION 8	355482	11/11/21	464.22
PROFESSIONAL SEARCH GROUP LLC	OFFICE TEMPORARY WORK / PW	355483	11/11/21	12,200.84
PROJECT PROFESSIONALS CORP	CIP 19-12 SWEETWATER RD SAFETY ENHANCEMNT	355484	11/11/21	137,208.76
PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING SERVICE AS NEEDED	355485	11/11/21	274.18
RAMOS	CITATION REFUNDS - SEPTEMBER 2021	355486	11/11/21	80.00
RELIANCE STANDARD	NOV 2021/ GRP VAI826233; VCI801146 & VG1	355487	11/11/21	3,891.13
RIO HONDO COLLEGE	TRAINING TUITION FTO MCCLR	355488	11/11/21	89.00
SAN DIEGO GAS & ELECTRIC	UTILITIES / NUTRITION	355489	11/11/21	2,901.63



**WARRANT REGISTER # 19
11/11/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO UNION TRIBUNE	SD UNION TRIBUNE HUD CAPER PUBLIC NOTICE	355490	11/11/21	669.32
SASI	REF #119369	355491	11/11/21	298.00
SASI	REF #119278	355492	11/11/21	41.50
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	355493	11/11/21	4,386.13
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	355494	11/11/21	1,698.77
SEVIDAL	CITATION REFUNDS - SEPTEMBER 2021	355495	11/11/21	20.00
SMART & FINAL	MOP NUTRITION CENTER FOOD SUPPLIES	355496	11/11/21	52.22
SOSA	REIM FOR BACKGROUND REVIEW	355497	11/11/21	1,531.25
SPRINGER	TRAINING REIM FOR SHERMAN BLOCK, SLI - PD	355498	11/11/21	194.77
STAPLES BUSINESS ADVANTAGE	MOP NUTRITION CENTER OFFICE SUPPLIES	355499	11/11/21	253.43
SULLIVAN	TRAINING REIM FOR LOS ANGELES POLICE DEP	355500	11/11/21	167.13
SYSCO SAN DIEGO INC	NUTRITION CENTER KITCHEN SUPPLIES	355501	11/11/21	289.39
U S BANK	US BANK OCTOBER STATEMENT CASA DE SALUD	355502	11/11/21	2,057.98
VIORA	EDUCATION REIMBURSEMENT	355503	11/11/21	1,012.99
VISION SERVICE PLAN	NOVEMBER 2021 - VISION SERVICE PLAN (CA)	355504	11/11/21	901.87
VISION SERVICE PLAN	OCTOBER 2021 - VISION SERVICE PLAN (CA)	355505	11/11/21	898.39
WALTERS	TRAINING REIM FOR SHERMAN BLOCK SLI-SESS	355506	11/11/21	254.71
WSP USA INC	FOCUSED GENERAL PLAN UPDATE	355507	11/11/21	10,140.28
			A/P Total	1,083,482.23
	GRAND TOTAL			\$ 1,083,482.23

The following page(s) contain the backup material for Agenda Item: [Warrant Register #20 for the period of 11/12/21 through 11/18/21 in the amount of \\$1,777,949.98. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #20 for the period of 11/12/21 through 11/18/21 in the amount of \$1,777,949.98.
(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 11/12/21 - 11/18/21. 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>
Azteca Systems LLC	355515	57,200.00	Cityworks Annual License Renewal
Mile of Cars Association	355553	64,463.27	FY21 Mile of Cars/Lightning Maint

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,777,949.98.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$1,777,949.98

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 20



**WARRANT REGISTER # 20
11/18/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ABT TRUCKING	CITATION REFUNDS - OCTOBER 2021	355508	11/18/21	50.00
ALDEMCO	FOOD / NUTRITION CENTER	355509	11/18/21	1,453.62
ALL FRESH PRODUCTS	CONSUMABLES / NUTRITION	355510	11/18/21	1,704.77
ALLSTATE SECURITY SERVICES INC	SECURITY SERVICES FY22/LIBRARY	355511	11/18/21	2,499.94
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	355512	11/18/21	2,128.97
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	355513	11/18/21	53.72
AUTO SALES DEHESA	CITATION REFUNDS - OCTOBER 2021	355514	11/18/21	60.00
AZTECA SYSTEMS LLC	CITYWORKS ANNUAL LICENSING RENEWAL	355515	11/18/21	57,200.00
BAJA PARTS & EQUIPMENT INC	FRONT BLADE~	355516	11/18/21	1,340.58
BAKER & TAYLOR	BOOKS FOR FY22/LIBRARY	355518	11/18/21	8,138.63
CANEDO	RETIREE HEALTH BENEFIT - NOVEMBER	355519	11/18/21	620.00
CDWG	FI-7600 FUJITSU SCANNER~	355520	11/18/21	4,709.85
CENTRICITY GIS, LLC	CITYWORKS PLL/AMS IMPLEMENTATION	355521	11/18/21	22,000.00
CERVANTES MORALES	CITATION REFUNDS - OCTOBER 2021	355522	11/18/21	80.00
CITY OF SAN DIEGO	TRANSPORTATION – TREATMENT FEES FY 2022	355523	11/18/21	9,654.00
CLF WAREHOUSE INC	TURBOCHARGER NEW	355524	11/18/21	1,880.09
COAST INDUSTRIAL SYSTEMS INC	SUPPLIES FOR STREETS DIVISION	355525	11/18/21	483.98
CODDINGTON LOCK AND SECURITY	CITYWIDE ON-SITE ELECTRONIC DOOR, LOCK	355526	11/18/21	616.12
COLIN	CITATION REFUNDS - OCTOBER 2021	355527	11/18/21	20.00
COMMERCIAL AQUATIC SERVICE INC	MUNICIPAL POOL SUPPLIES & PARTS	355528	11/18/21	1,715.75
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	355529	11/18/21	10,143.42
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	355530	11/18/21	408.21
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	355531	11/18/21	1,290.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	355532	11/18/21	1,290.00
DEPARTMENT OF TOXIC SUBSTANCES	TOXIC SUBSTANCES CONTROL FEES FOR PW YARD	355533	11/18/21	197.39
DEPASCALE	REIM FOR POST SUPERVISORY COURSE	355534	11/18/21	267.97
DISCOUNT SPECIALTY CHEMICALS	LIQUID LIVE ENZYME	355535	11/18/21	456.34
D-MAX ENGINEERING INC	T&A 90544 - UHAUL OF SD CIVIC CETNER DR	355536	11/18/21	2,043.00
ENNIS FLINT INC	TRAFFIC PAINT	355537	11/18/21	6,253.40
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE - ENG/PW	355538	11/18/21	15,595.10
FEDEX	FEDEX EXPRESS SERVICES	355539	11/18/21	20.87
GASCA PEREZ	CITATION REFUNDS - OCTOBER 2021	355540	11/18/21	35.00
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 22	355541	11/18/21	3,043.19
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FOR BUILDING	355542	11/18/21	117.45
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING,	355543	11/18/21	1,625.00
KREISBERG LAW FIRM	LEGAL SERVICES - OCTOBER INVOICE	355544	11/18/21	4,000.00
KRONOS INC	KRONOS ANNUAL MAINTENANCE AND LICENSING	355545	11/18/21	13,180.57
LASER SAVER INC	PRINTER CONSUMABLES	355546	11/18/21	1,155.85
LEKOS ELECTRIC INC.	CIP 19-14 E. 4TH ST PROTECTED LEFT TURN	355547	11/18/21	5,296.71
LIEBERT CASSIDY WHITMORE	WEBINAR - COVID19 VACCINATION/TESTING	355548	11/18/21	100.00
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	355549	11/18/21	394.91
MCI AUTO REPAIR	NEW COMPRESSOR ACC	355550	11/18/21	1,365.29
METEAU JR	GFOA - BUDGETING BEST PRACTICES	355551	11/18/21	410.00
MIDWEST TAPE	AUDIO MATERIALS FOR FY22/LIBRARY	355552	11/18/21	438.94
MILE OF CARS ASSOCIATION	FY21 MILE OF CARS/LIGHTNING MAINT DIST	355553	11/18/21	64,463.27
MODERN OFFICE	CONFERENCE TABLE AND CHAIRS	355554	11/18/21	9,995.00
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES-PW	355555	11/18/21	35.32



**WARRANT REGISTER # 20
11/18/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PACIFIC AUTO REPAIR	SMOG CERTIFICATION / REPAIRS FOR CITY	355556	11/18/21	150.00
PACIFIC STATES PETROLEUM INC	HYDRAULIC OIL, ENGINE OIL	355557	11/18/21	909.70
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES-PW	355558	11/18/21	569.24
PENSKE FORD	R&M CITY VEHICLES FY 2022	355559	11/18/21	324.43
POWERSTRIDE BATTERY CO INC	AUTO BATTERIES TO REPLENISH STOCK	355560	11/18/21	568.06
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES-PW	355561	11/18/21	2,768.06
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS/FINANCE/CATHERINE BAUTISTA/WK	355562	11/18/21	4,008.92
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES-PW	355563	11/18/21	1,108.17
RED WING BUSINESS	SAFETY BOOTS AS NEEDED FOR FY22 STREETS	355564	11/18/21	250.00
SBCS CORPORATION	CARES ACT CDBG-CV AGREEMENT	355565	11/18/21	3,404.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	355566	11/18/21	4,287.03
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY22	355567	11/18/21	2,238.77
SHRED-IT	SHREDDING SERVICE / PD	355568	11/18/21	2,141.83
SMART & FINAL	MOP NUTRITION CENTER PARADISE CREEK	355569	11/18/21	82.82
SNAP-ON INDUSTRIAL	TIRE PRESSURE MONITORING SYSTEM.	355570	11/18/21	1,356.76
SOLANA CENTER	RSWA - SB 1383 COMPLIANCE SUPPORT SVC	355571	11/18/21	10,197.50
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES-PW	355572	11/18/21	100.17
STAPLES BUSINESS ADVANTAGE	MOP# 45704. OFFICE SUPPLIES / FINANCE	355573	11/18/21	12,064.57
STC TRAFFIC	PALM AVENUE SURVEY M.	355574	11/18/21	5,297.09
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FOR FY 2022	355575	11/18/21	1,114.51
SWAGIT PRODUCTION LLC	SWAGIT WEBCAST FY22	355576	11/18/21	1,920.83
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	355577	11/18/21	3,215.42
SYSCO SAN DIEGO INC	FOR FOOD AS NEEDED FOR NUTRITION CENTER	355578	11/18/21	2,617.05
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES-PW	355579	11/18/21	491.01
TAN	CITATION REFUNDS - OCTOBER 2021	355580	11/18/21	35.00
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES AS NEEDED	355581	11/18/21	150.00
THE BANK OF NEW YORK MELLON	TRUSTEE FEE: PERIOD 11/03/21 THRU 11/02	355582	11/18/21	1,650.00
TITAN EMPIRE INC	PERSONNEL MATTER	355583	11/18/21	11,427.50
U S BANK	CREDIT CARD EXPENSES / MIS	355584	11/18/21	7,284.15
U S BANK	CREDIT CARD EXPENSES / PD	355585	11/18/21	2,646.86
U S BANK	CREDIT CARD EXPENSES / PD TRINING	355586	11/18/21	824.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2022	355587	11/18/21	806.06
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES-PW	355588	11/18/21	1,443.03
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	355589	11/18/21	10,153.47
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY 22	355590	11/18/21	180.63
WEST COAST ARBORISTS	ONGOING TREE TRIMMING SERVICE AS NEEDED	355591	11/18/21	25,780.00
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES-PW	355592	11/18/21	443.11
WHITE CAP CONSTRUCTION SUPPLY	PAINTING SUPPLIES / PW	355593	11/18/21	82.66
WILLY'S ELECTRONIC SUPPLY	ELECTRONIC ACCESSORIES	355594	11/18/21	200.60
			A/P Total	384,325.23
WIRED PAYMENTS				
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SERVICES BASE FEE - NOVEMBE	309166	11/12/21	569.55

PAYROLL

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
22	10/19/2021	11/1/2021	11/10/2021	1,393,055.20



WARRANT REGISTER # 20
11/18/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
	GRAND TOTAL			\$ 1,777,949.98

The following page(s) contain the backup material for Agenda Item: [Warrant Register #21 for the period of 11/19/21 through 11/25/21 in the amount of \\$694,609.53. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #21 for the period of 11/19/21 through 11/25/21 in the amount of \$694,609.53.
(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 11/19/21 - 11/25/21. 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>
City of San Diego	355606	105,001.10	Fire & Emergency Medical Dispatch
County of San Diego	355610	52,448.00	FY21-22 HIRT Membership
ARJIS	355646	80,686.00	User Fees
Public Emp Ret System	112421	255,278.22	Svc Period 10/19/21 – 11/01/21

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$694,609.53.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$694,609.53

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 21



**WARRANT REGISTER # 21
11/25/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	UNIFORM SUPPLIES	355595	11/24/21	1,966.49
ADMINSURE INC	MONTHLY WORKER'S COMP SERVICES	355596	11/24/21	8,109.00
AK & COMPANY	1ST INSTL PYMNT FY 2021-22/SB 90	355597	11/24/21	3,500.00
ALDEMCO	FOOD / NUTRITION CENTER	355598	11/24/21	4,424.30
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	355599	11/24/21	1,832.05
ARJIS	ARJIS PHONE USAGE	355600	11/24/21	4,269.50
AYDELOTTE	OIS 10/8/21 CASE 2105700	355601	11/24/21	69.58
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL-PW	355602	11/24/21	732.64
BOYER	TRAINING ADV LDG CELLEBRITE	355603	11/24/21	915.40
BROWDER	REIM FOR CALIFORNIA CLETS USER GROUP	355604	11/24/21	451.65
CELLEBRITE INC	TRAINING TUITION BOYER CELLBRIT	355605	11/24/21	3,850.00
CITY OF SAN DIEGO	FIRE & EMERGENCY MEDICAL DISPATCH SVCS	355606	11/24/21	105,001.10
CLEAR WATER TECHNOLOGIES LLC	CITY WIDE ON-SITE ENERGY EFFICIENT	355607	11/24/21	475.00
COMMERCIAL AQUATIC SERVICE INC	MUNICIPAL POOL SUPPLIES & PARTS	355608	11/24/21	1,388.82
CORDOVA	REIMBURSEMENT CORDOVA / NSD	355609	11/24/21	148.63
COUNTY OF SAN DIEGO	FY21-22 (7/1/21-6/30/22) HIRT MEMBERSHIP	355610	11/24/21	52,448.00
CPOA	CPOA FOR SWORN STAFF	355611	11/24/21	1,500.00
CRUZ	EDUCATIONAL REIMBURSEMENT	355612	11/24/21	1,553.00
DEPT OF JUSTICE	INVESTIGATIONS RESOURCE	355613	11/24/21	980.00
FIRE ETC	FIRE SAFTY STATION BOOT/FOOTWEAR, FY22	355614	11/24/21	299.06
J GARDNER & ASSOCIATES LLC	BADGE STICKERS	355615	11/24/21	1,159.25
KIMLEY HORN	NTP FOR THE EVALUATION OF AFFORDABLE	355616	11/24/21	1,122.50
LASER SAVER INC	MOP 04840 TONER PD	355617	11/24/21	184.77
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 LEFORTS / NSD	355618	11/24/21	143.05
OFFICE SOLUTIONS BUSINESS	MOP 25003 SUPPLIES PD	355619	11/24/21	5.35
POLICE AND FIRE PSYCHOLOGY	4 RETURN TO DUTY EVALS	355620	11/24/21	1,400.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES-PW	355621	11/24/21	928.49
PROFESSIONAL SEARCH GROUP LLC	OFFICE TEMPORARY SERVICE WEEK	355622	11/24/21	5,515.60
PRUDENTIAL OVERALL SUPPLY	MOP FOR UNIFORM CLEANING SERVICE	355623	11/24/21	473.12
SAN DIEGO MIRAMAR COLLEGE	TRAINING ROT TUITION	355624	11/24/21	115.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION DEFN TCTS INST	355625	11/24/21	69.00
SAN DIEGO PET SUPPLY	PD K9 PET SUPPLY ROCKO SCANLON	355626	11/24/21	307.27
SAN DIEGO POLICE EQUIPMENT	AMMUNITION / PD	355627	11/24/21	13,294.62
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	355628	11/24/21	34.85
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	355629	11/24/21	945.37
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICAL	355630	11/24/21	479.00
SHRED-IT	SHREDDING SERVICES / PD	355631	11/24/21	114.76
STAPLES BUSINESS ADVANTAGE	MOP CASA DE SALUD RECREATION SUPPLIES	355632	11/24/21	1,655.14
STC TRAFFIC	HSIP CITY PROTECT LEFT TURN - ENG/PW	355633	11/24/21	39,888.61
SWANK MOTION PICTURES INC	RFW A KIMBALL HOLIDAY MOVIE LICENSING	355634	11/24/21	870.00
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2022	355635	11/24/21	111.09
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	355636	11/24/21	5,326.66
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES	355637	11/24/21	3,381.00
THE COUNSELING TEAM	PD EMPLY SUPPRT SRV TCTI	355638	11/24/21	800.00
U S BANK	CREDIT CARD STATEMENT/ CMO	355640	11/24/21	3,524.92
U S BANK	CREDIT CARD STATEMENT/ PD	355641	11/24/21	279.60
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	355642	11/24/21	322.68



**WARRANT REGISTER # 21
11/25/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	BOYER JACKET	355643	11/24/21	241.24
AMAZON	CDBG CASA DE SALUD 50 PCS REUSABLE	355644	11/24/21	498.97
AMAZON	OFFICE SUPPLIES FY22/LIBRARY	355645	11/24/21	188.56
ARJIS	USER FEES	355646	11/24/21	80,686.00
BAKER & TAYLOR	BOOKS FY22/LIBRARY	355647	11/24/21	2,677.37
CORODATA RECORDS	RECORD STORAGE - RETRIEVAL	355648	11/24/21	60.92
COUNTY OF SAN DIEGO	COUNTY MAIL SERVICES - SECTION 8	355649	11/24/21	2,069.27
CYRACOM INTERNATIONAL, INC	LANGUAGE LINE	355650	11/24/21	80.60
EXPERIAN	CREDIT CHECKS	355651	11/24/21	57.10
LIBRARY PASS, INC	COMICS PLUS RENEWAL FY22/LIBRARY	355652	11/24/21	2,250.00
MIDWEST TAPE	AUDIO BOOK FY22/LIBRARY	355653	11/24/21	593.00
NATIONAL CITY HISTORICAL	FOR REIMBURSEMENT CLAIM FY20-21	355654	11/24/21	8,745.42
OFFICE SOLUTIONS BUSINESS	MOP 25003 SUPPLIES PD	355655	11/24/21	495.07
PALOMAR HEALTH	SART EXAM	355656	11/24/21	1,350.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES-PW	355657	11/24/21	362.64
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SERVICES - CCO - W/E 09/05/21	355658	11/24/21	11,229.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES-PW	355659	11/24/21	233.06
S D COUNTY SHERIFF'S DEPT	CAL ID FY 22	355660	11/24/21	8,215.00
SIRSIDYNIX	HORIZON ADD'TL PORT CONFIGURATION/LIBRARY	355661	11/24/21	190.00
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PRINTING PD	355662	11/24/21	123.70
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - CCO	355663	11/24/21	128.51
SYMBOLARTS, LLC	BADGES / REFURBISH	355664	11/24/21	368.12
THE STAR NEWS	VARIOUS LEGAL NOTICES - BCC VACANCY NOTICE	355665	11/24/21	986.55
TRANS-LANG	INTERPRETER SERVICES - CC MTG 09/21/2021	355666	11/24/21	2,621.50
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE	355667	11/24/21	1,367.08
WEST PAYMENT CENTER	INVESTIGATIVE SERVICES	355668	11/24/21	633.22
WILLY'S ELECTRONIC SUPPLY	MOP 00351 SUPPLIES PD	355669	11/24/21	49.26
WINNEY	EMPLOYEE HALLOWEEN EVENT- LUMPIA	355670	11/24/21	61.99
			A/P Total	402,929.07
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SVC PERIOD 10/19/2021-11/01/2021	112421	11/24/21	255,278.22
SECTION 8 HAPS	Start Date 11/19/2021	End Date 11/24/2021		36,402.24
			GRAND TOTAL	\$ 694,609.53

The following page(s) contain the backup material for Agenda Item: [Warrant Register #22 for the period of 11/26/21 through 12/02/21 in the amount of \\$3,029,725.02. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #22 for the period of 11/26/21 through 12/02/21 in the amount of \$3,029,725.02.
(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 11/26/21 - 12/02/21. 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>
Bank of America	478743	130,686.46	2017 Energy Efficiency A Bond Pay
Kaiser Foundation HP	489480	678,397.33	Group #104220 – Oct/Nov 2021

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$3,029,725.02.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$3,029,725.02

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 22



**WARRANT REGISTER # 22
12/2/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - DEC 2021	355671	12/2/21	110.00
BEARD	RETIREE HEALTH BENEFITS - DEC 2021	355672	12/2/21	70.00
BECK	RETIREE HEALTH BENEFITS - DEC 2021	355673	12/2/21	140.00
BISHOP	RETIREE HEALTH BENEFITS - DEC 2021	355674	12/2/21	110.00
BOEGLER	RETIREE HEALTH BENEFITS - DEC 2021	355675	12/2/21	260.00
BULL	RETIREE HEALTH BENEFITS - DEC 2021	355676	12/2/21	580.00
CAMEON	RETIREE HEALTH BENEFITS - DEC 2021	355677	12/2/21	400.00
CANEDO	RETIREE HEALTH BENEFITS - DEC 2021	355678	12/2/21	620.00
CARRILLO	RETIREE HEALTH BENEFITS - DEC 2021	355679	12/2/21	290.00
COLE	RETIREE HEALTH BENEFITS - DEC 2021	355680	12/2/21	165.00
COLLINSON	RETIREE HEALTH BENEFITS - DEC 2021	355681	12/2/21	420.00
CONDON	RETIREE HEALTH BENEFITS - DEC 2021	355682	12/2/21	280.00
CORDERO	RETIREE HEALTH BENEFITS - DEC 2021	355683	12/2/21	520.00
DALLA	RETIREE HEALTH BENEFITS - DEC 2021	355684	12/2/21	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - DEC 2021	355685	12/2/21	250.00
DEESE	RETIREE HEALTH BENEFITS - DEC 2021	355686	12/2/21	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - DEC 2021	355687	12/2/21	110.00
DIAZ	RETIREE HEALTH BENEFITS - DEC 2021	355688	12/2/21	680.00
DILLARD	RETIREE HEALTH BENEFITS - DEC 2021	355689	12/2/21	480.00
DREDGE	RETIREE HEALTH BENEFITS - DEC 2021	355690	12/2/21	250.00
DUONG	RETIREE HEALTH BENEFITS - DEC 2021	355691	12/2/21	280.00
EISER III	RETIREE HEALTH BENEFITS - DEC 2021	355692	12/2/21	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - DEC 2021	355693	12/2/21	620.00
ETZLER	RETIREE HEALTH BENEFITS - DEC 2021	355694	12/2/21	460.00
FABINSKI	RETIREE HEALTH BENEFITS - DEC 2021	355695	12/2/21	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - DEC 2021	355696	12/2/21	270.00
FIFIELD	RETIREE HEALTH BENEFITS - DEC 2021	355697	12/2/21	540.00
GAUT	RETIREE HEALTH BENEFITS - DEC 2021	355698	12/2/21	700.00
GELSKEY	RETIREE HEALTH BENEFITS - DEC 2021	355699	12/2/21	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - DEC 2021	355700	12/2/21	120.00
GONZALES	RETIREE HEALTH BENEFITS - DEC 2021	355701	12/2/21	480.00
HANSON	RETIREE HEALTH BENEFITS - DEC 2021	355702	12/2/21	135.00
HARLAN	RETIREE HEALTH BENEFITS - DEC 2021	355703	12/2/21	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - DEC 2021	355704	12/2/21	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - DEC 2021	355705	12/2/21	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - DEC 2021	355706	12/2/21	400.00
HODGES	RETIREE HEALTH BENEFITS - DEC 2021	355707	12/2/21	200.00
IBARRA	RETIREE HEALTH BENEFITS - DEC 2021	355708	12/2/21	780.00
JONES	RETIREE HEALTH BENEFITS - DEC 2021	355709	12/2/21	60.00
JONES	RETIREE HEALTH BENEFITS - DEC 2021	355710	12/2/21	480.00
JUNIEL	RETIREE HEALTH BENEFITS - DEC 2021	355711	12/2/21	50.00
KIMBLE	RETIREE HEALTH BENEFITS - DEC 2021	355712	12/2/21	300.00
KLOS	RETIREE HEALTH BENEFITS - DEC 2021	355713	12/2/21	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - DEC 2021	355714	12/2/21	660.00
LEACH	RETIREE HEALTH BENEFITS - DEC 2021	355715	12/2/21	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - DEC 2021	355716	12/2/21	160.00
MATIENZO	RETIREE HEALTH BENEFITS - DEC 2021	355717	12/2/21	100.00



**WARRANT REGISTER # 22
12/2/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MCCABE	RETIREE HEALTH BENEFITS - DEC 2021	355718	12/2/21	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - DEC 2021	355719	12/2/21	290.00
MEDINA	RETIREE HEALTH BENEFITS - DEC 2021	355720	12/2/21	105.00
MEEKS	RETIREE HEALTH BENEFITS - DEC 2021	355721	12/2/21	460.00
MENDOZA	RETIREE HEALTH BENEFITS - DEC 2021	355722	12/2/21	290.00
MINER	RETIREE HEALTH BENEFITS - DEC 2021	355723	12/2/21	580.00
MORRISON	RETIREE HEALTH BENEFITS - DEC 2021	355724	12/2/21	520.00
NAGLE	RETIREE HEALTH BENEFITS - DEC 2021	355725	12/2/21	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - DEC 2021	355726	12/2/21	120.00
OLIVARES	RETIREE HEALTH BENEFITS - DEC 2021	355727	12/2/21	280.00
OLIVERIA	RETIREE HEALTH BENEFITS - DEC 2021	355728	12/2/21	360.00
PAUU JR	RETIREE HEALTH BENEFITS - DEC 2021	355729	12/2/21	340.00
PE	RETIREE HEALTH BENEFITS - DEC 2021	355730	12/2/21	300.00
PEASE JR	RETIREE HEALTH BENEFITS - DEC 2021	355731	12/2/21	140.00
PETERS	RETIREE HEALTH BENEFITS - DEC 2021	355732	12/2/21	290.00
POST	RETIREE HEALTH BENEFITS - DEC 2021	355733	12/2/21	280.00
RAY	RETIREE HEALTH BENEFITS - DEC 2021	355734	12/2/21	190.00
ROARK	RETIREE HEALTH BENEFITS - DEC 2021	355735	12/2/21	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - DEC 2021	355736	12/2/21	260.00
RUIZ	RETIREE HEALTH BENEFITS - DEC 2021	355737	12/2/21	310.00
SAINZ	RETIREE HEALTH BENEFITS - DEC 2021	355738	12/2/21	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - DEC 2021	355739	12/2/21	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - DEC 2021	355740	12/2/21	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - DEC 2021	355741	12/2/21	480.00
SILVA	RETIREE HEALTH BENEFITS - DEC 2021	355742	12/2/21	580.00
SMITH	RETIREE HEALTH BENEFITS - DEC 2021	355743	12/2/21	320.00
SMITH	RETIREE HEALTH BENEFITS - DEC 2021	355744	12/2/21	560.00
STEWART	RETIREE HEALTH BENEFITS - DEC 2021	355745	12/2/21	200.00
TIPTON	RETIREE HEALTH BENEFITS - DEC 2021	355746	12/2/21	250.00
VERRY	RETIREE HEALTH BENEFITS - DEC 2021	355747	12/2/21	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - DEC 2021	355748	12/2/21	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - DEC 2021	355749	12/2/21	480.00
WHITE	RETIREE HEALTH BENEFITS - DEC 2021	355750	12/2/21	230.00
WILKINS	RETIREE HEALTH BENEFITS - DEC 2021	355751	12/2/21	520.00
YBARRA	RETIREE HEALTH BENEFITS - DEC 2021	355752	12/2/21	220.00

A/P Total 28,915.00

WIRED PAYMENTS

BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES A BOND PAY	478743	11/30/21	130,686.46
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES B BOND PAY	478749	11/30/21	43,470.00
KAISER FOUNDATION HEALTH PLANS	GROUP #104220 - OCT/NOV 2021	489480	11/29/21	678,397.33

SECTION 8 HAPS

Start Date	End Date	
12/1/2021	12/1/2021	1,036,422.38

PAYROLL

Pay period	Start Date	End Date	Check Date	
23	11/2/2021	11/15/2021	11/24/2021	1,111,833.85

The following page(s) contain the backup material for Agenda Item: [Warrant Register #23 for the period of 12/03/21 through 12/09/21 in the amount of \\$1,814,529.63. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #23 for the period of 12/03/21 through 12/09/21 in the amount of \$1,814,529.63.
(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 12/03/21 - 12/09/21. 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>
Bureau Veritas N America	355833	83,971.21	Bldg. Inspector Service
ESGIL Corporation	355844	71,748.73	Building Plan Check Services
SDG&E	355863	57,193.48	Gas & Electric Utilities / PW
Health Net Inc	355911	80,350.38	December 2021 – Grp #R1192A
WSP USA Inc	355948	110,884.55	Focused General Plan Update
Public Emp Ret System	120321	258,518.23	Svc Period 11/02/21 – 11/15/21
Public Emp Ret System	120921	257,514.18	Svc Period 11/16/21 – 11/29/21
Admisure Inc	437277	147,136.48	Worker's Comp Account Replenishment

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,814,529.63.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$1,814,529.63

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 23



**WARRANT REGISTER # 23
12/9/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	FP62MN CORRECT MN NAVY PANTS FY22 / FIRE	355753	12/6/21	2,278.75
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - DECEMBER	355754	12/6/21	1,002.40
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	355755	12/6/21	2,778.13
ALL FRESH PRODUCTS	FOR CONSUMABLES AS NEEDED FOR NUTRITION	355756	12/6/21	1,866.09
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	355757	12/6/21	66.00
AMAZON	1 WIRELESS TELEPHONE HEADSET FOR SECTION	355758	12/6/21	869.98
ANDERSON	TRAINING REIM FOR HUMAN TRAFFICKING TRAI	355759	12/6/21	434.18
ATLAS TECHNICAL CONSULTANTS	SWEETWATER RD SAFETY ENHANCEMENTS - ENG/PW	355760	12/6/21	10,572.00
CALIFORNIA PARK	CPRS MEMBERSHIP RENEWAL 2022	355761	12/6/21	290.00
CASTILLO	A KIMBALL HOLIDAY DJ & ENTERTAINMNET	355762	12/6/21	1,850.00
CHEN RYAN ASSOCIATES INC	BAYSHORE BIKEWAY SEGMENT 5 - ENG/PW	355763	12/6/21	43,257.96
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE FOR OCTOBER 20	355764	12/6/21	1,078.82
CODDINGTON LOCK AND SECURITY	LOCKSMITH SERVICES / NUTRITION	355765	12/6/21	546.04
COMMERCIAL AQUATIC SERVICE INC	MUNICIPAL POOL SUPPLIES, PARTS	355766	12/6/21	1,785.62
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL & DOT EXAM	355767	12/6/21	655.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	355768	12/6/21	8,907.20
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	355769	12/6/21	174.00
CYBRARYN SOLUTIONS	CYBRARIAN PRINT MANAGERMENTS SOFTWARE	355770	12/6/21	499.45
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2022~	355771	12/6/21	9,025.15
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	355772	12/6/21	128.00
DIAZ	EDUCATION REIMBURSEMENT	355773	12/6/21	2,000.00
D-MAX ENGINEERING INC	CIP 21-14 STORM WATER SERVICES FY21-22	355774	12/6/21	19,497.26
D-MAX ENGINEERING INC	T&A 90372 -130 E. 8TH ST - ENG/PW	355775	12/6/21	991.40
DOCUSIGN, INC.	ESIGNATURE ENTERPRISE PRO FOR GOV -	355776	12/6/21	5,000.00
ESGIL CORPORATION	PLAN CHECKS FOR FIRE DEPARTMENT FOR FY22	355777	12/6/21	847.50
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS TOOL	355778	12/6/21	132.32
FIRE ETC	7085. COUNCIL TOOL 60FMS36C FLATHEAD/FIRE	355779	12/6/21	965.71
GATES PLANNING STRATEGIES	CONSULTANT TO PROVIDE LAND USE	355780	12/6/21	2,100.00
HDR ENGINEERING, INC.	PARADISE CREEK AT PLAZA PHASE II - ENG/PW	355781	12/6/21	6,981.75
HERNANDEZ	TRAINING REIM FOR SWAT COMMANDER COURSE	355782	12/6/21	40.00
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR PARKS	355783	12/6/21	814.52
IBARRA	TRAINING REIM FOR DEFENSIVE TACTICS INST	355784	12/6/21	279.36
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	355785	12/6/21	8.00
INNOVATIVE CONSTRUCTION	CIP 19-19 ROOSEVELT SMART GROWTH - ENG/PW	355786	12/6/21	27,054.00
IPS GROUP INC	PARKING MANAGEMENT - ENG/PW	355787	12/6/21	5,442.86
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	355788	12/6/21	255.00
JOE D MOBILE INSTALLS	SCREWS,NUTS AND BOLTS,ELECTRICAL	355789	12/6/21	1,512.90
KIMLEY HORN AND	TRAFFIC COUNTS AND ANALYSIS - ENG/PW	355790	12/6/21	19,825.56
KRONOS INC	KRONOS ANNUAL MAINTENANCE AND LICENSING	355791	12/6/21	155.53
KTUA	8TH STREET AND ROOSEVELT AVE CALTRANS	355792	12/6/21	14,950.10
LASER SAVER INC	HP P2035/ P2035 COMPATIBLE TONER CARTRID	355793	12/6/21	59.76
LOS ANGELES PARTYWORKS INC	A KIMBALL HOLIDAY LED DANCE FLOOR	355794	12/6/21	3,750.00
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2022	355795	12/6/21	405.00
NEOGOV	ANNUAL NEOGOV RENEWAL	355796	12/6/21	1,523.88
NERI LANDSCAPE ARCHITECTURE	PARADISE CREEK PARK EXTENSION AND KIMBALL	355797	12/6/21	5,832.14
NV5 INC	PARADISE CREEK LOMR - ENG/PW	355798	12/6/21	321.90
PADRE JANITORIAL SUPPLIES	CONSUMABLES / NUTRITION	355799	12/6/21	127.10



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PANGCO	EDUCATION REIMBURSEMENT	355800	12/6/21	339.00
PENSKE FORD	R&M CITY VEHICLES FY 2022	355801	12/6/21	663.73
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS/ FINANCE/CATHERINE BAUTISTA WK	355802	12/6/21	9,051.34
PRUDENTIAL OVERALL SUPPLY	MOP FOR UNIFORM CLEANING SERVICE	355803	12/6/21	253.34
RELATIONSHIPS AT WORK, INC.	TRAINING MEDIATION SERVICES PD	355804	12/6/21	2,850.00
ROYAL ENTERTAINERS, INC	KIMBALL HOLIDAY SANTA CLAUSE MRS CLAUSE	355805	12/6/21	3,195.00
SAN DIEGO ICE MACHINES COMPANY	KIMBALL HOLIDAY TONS OF SNOW TO BE BLOWN	355806	12/6/21	9,913.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	355807	12/6/21	89.07
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	355808	12/6/21	760.86
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY22	355809	12/6/21	3,275.38
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	355810	12/6/21	316.84
SMART & FINAL	CDBG TEEN CASA DE SALUD SNACKS	355811	12/6/21	167.36
STAPLES BUSINESS ADVANTAGE	CDBG TEEN CASA DE SALUD ROUTER	355812	12/6/21	642.66
STATE OF CALIFORNIA HCD	ASSESSMENT FOR JULY 1, 2021 THROUGH JUNE	355813	12/6/21	40,180.86
STC TRAFFIC	GENERAL PROFESSIONAL SERVICES - ENG/PW	355814	12/6/21	1,255.00
SUN BADGE COMPANY INC	PD 10 NAME BARS FROM AUG 2021	355815	12/6/21	280.16
SUN BADGE COMPANY INC	PD BADGE 244	355816	12/6/21	279.88
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2022	355817	12/6/21	9,120.54
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	355818	12/6/21	5,112.48
THE LINCOLN NATIONAL LIFE INS	GRP #415491 - DECEMBER 2021	355819	12/6/21	9,561.14
U S BANK	PD TRAINING CREDIT CARD	355820	12/6/21	10,830.42
U S BANK	PD MIS CREDIT CARD	355821	12/6/21	54.36
V & V MANUFACTURING	EMPLOYEE ANNIVERSARY SERVICE PINS	355822	12/6/21	2,816.97
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	355823	12/6/21	10,212.23
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	355824	12/6/21	4,885.47
WHENTOWORK INC	CMM SRVS WHEN TO WORK YEARLY SUBSCRIPTION	355825	12/6/21	200.00
WILLY'S ELECTRONIC SUPPLY	ELECTRONIC ACCESSORIES	355826	12/6/21	563.81
ALL FRESH PRODUCTS	CONSUMABLES / NUTRITION	355827	12/8/21	921.97
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT IS TO PROVIDE SERVICES	355828	12/8/21	15,061.49
APTUS COURT REPORTING, LLC	LIABILITY CLAIM COST	355829	12/8/21	2,189.87
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	355830	12/8/21	12,635.81
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	355831	12/8/21	779.36
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	355832	12/8/21	737.53
BUREAU VERITAS N AMERICA INC	BUREAU VERITAS - BLDG. INSPECTOR SERVICE	355833	12/8/21	83,971.21
CALIFORNIA ASSOCIATION OF	CACEO MEMBERSHIP / NSD	355834	12/8/21	95.00
CALIFORNIA DEPARTMENT OF	ENVIRONMENTAL REMEDIATION WORK / PARADISE	355835	12/8/21	9,272.68
CALLYO 2009 CORP	PD INVESTIGATIVE SERVICES	355836	12/8/21	2,520.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	355837	12/8/21	288.84
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	355838	12/8/21	2,163.00
CPCA	TRAINING TUITION 45 ANNUAL TRAINING SYMP	355839	12/8/21	1,450.00
DAY WIRELESS SYSTEMS	COMM EQUIPMNT MNTNCE SVC, FY22/FIRE	355840	12/8/21	328.00
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21.	355841	12/8/21	2,939.63
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	355842	12/8/21	8,790.10
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	355843	12/8/21	1,523.00
ESGIL CORPORATION	ESGIL - BUILDING PLAN CHECK SERVICES	355844	12/8/21	71,748.73
GRANICUS	GRANICUS GOVACCESS MAINTENANCE	355845	12/8/21	17,867.95
HDL COREN & CONE	CONTRACT SVCS POPERTY TAX: OCT THRU DEC	355846	12/8/21	3,030.49



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HOME DEPOT CREDIT SERVICES	HOME DEPOT PAINT SUPPLIES / NSD	355847	12/8/21	154.32
KIMLEY HORN	NTP FOR THE EVALUATION OF AFFORDABLE	355848	12/8/21	3,115.00
LASER SAVER INC	MOP NUTRITION CENTER PRINTER INK	355849	12/8/21	217.39
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	355850	12/8/21	313.05
LINEGEAR FIRE & RESCUE	TN-SB24. SAW BAR COVER 24"	355851	12/8/21	354.74
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	355852	12/8/21	345.50
MCALISTER INSTITUTE	HOMELESS CASE MANAGEMENT SERVICES	355853	12/8/21	11,566.57
MOBILE WIRELESS LLC	NETMOTION MOBILITY MAINTENANCE RENEWAL	355854	12/8/21	7,147.00
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES/FINANCE	355855	12/8/21	323.42
PALMA	REIMBURSEMENT FOR NOTARY BOND RECORDING	355856	12/8/21	56.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	355857	12/8/21	82.40
PERRY FORD-NATIONAL CITY	MOP 45703 AUTO SUPPLIES - PW	355858	12/8/21	3.26
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY PROFESSIONAL SERVICE FOR CITY	355859	12/8/21	798.00
PROTEA NATIONAL CITY, LLC	BOND DEPOSIT REFUND FOR 130 E. 8TH STREET	355860	12/8/21	38,596.86
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	355861	12/8/21	1,162.04
REEDER	AMERICAN PLANNING ASSOC. MEMBERSHIP REIM	355862	12/8/21	681.00
SDG&E	GAS AND ELECTRIC UTILITIES / PW	355863	12/8/21	57,193.48
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	355864	12/8/21	1,146.17
SHAFER	REIM FOR UNIFRM V. SHAFER	355865	12/8/21	206.86
SHER EDLING LLP	LIABILITY CLAIM COST	355866	12/8/21	924.00
SITONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	355867	12/8/21	263.28
SMART SOURCE OF CALIFORNIA LLC	PUBLIC NOTICE ENVELOPES - SMART SOURCE	355868	12/8/21	164.22
SO CAL TRUCK STOP	MOP 45758 AUTO SUPPLIES - PW	355869	12/8/21	71.46
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES/PD	355870	12/8/21	2,711.74
SULLIVAN	TRAINING REIM LOS ANGELES POLICE DEPT'S	355871	12/8/21	135.70
SYSCO SAN DIEGO INC	NUTRITION CENTER KITCHEN SUPPLIES	355872	12/8/21	264.63
THE COUNSELING TEAM	CRISIS INTERVENTION 10.29.2021 OIS / PD	355873	12/8/21	2,025.00
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SERVICES	355874	12/8/21	375.00
THE STAR NEWS	PUBLIC NOTICE - STAR NEWS	355875	12/8/21	461.25
U S BANK	US BANK CREDIT CARD SERVICES - CALBO WEB	355876	12/8/21	490.00
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 GENERAL SUPPLIES - PW	355877	12/8/21	154.13
VIDEO TRACK LLC	PD DIGITAL AUDIO TRANSCPTIONS SERVICES	355878	12/8/21	4,173.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	355879	12/8/21	223.52
WALTERS	TRAINING REIM FOR SHERMAN BLOCK,SLI SESSION	355880	12/8/21	269.34
WILLY'S ELECTRONIC SUPPLY	WILLYS ELECTRONICS MOP FY22	355881	12/8/21	39.91
WSP USA INC	WSP - SB2 PLANNING GRANT	355882	12/8/21	2,502.27
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES - PW	355883	12/9/21	527.24
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	355884	12/9/21	945.78
ALL FRESH PRODUCTS	FOR FOOD AS NEEDED FOR NUTRITION CENTER	355885	12/9/21	1,035.14
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	355886	12/9/21	500.00
C A P F	DECEMBER 2021 - FIRE LTD	355887	12/9/21	1,121.00
CALIFORNIA LAW ENFORCEMENT	DECEMBER 2021 - PD LTD	355888	12/9/21	2,107.00
CHRISTIANSAN AMUSEMENTS	A KIMBALL HOLIDAY FERRIS WHEEL RENTAL	355889	12/9/21	6,000.00
CLEAR WATER TECHNOLOGIES LLC	CITY WIDE ON-SITE ENERGY EFFICIENT	355890	12/9/21	475.00
COMMERCIAL AQUATIC SERVICE INC	MUNICIPAL POOL SUPPLIES & PARTS	355891	12/9/21	874.58
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2022	355892	12/9/21	6,997.49
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	355893	12/9/21	3,843.00



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	355894	12/9/21	577.62
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	355895	12/9/21	520.00
DELTA DENTAL	DECEMBER 2021 - GRP #05-0908600000	355896	12/9/21	14,113.16
DELTA DENTAL	DECEMBER 2021 - GRP #05-0908601002	355897	12/9/21	134.71
DELTA DENTAL INSURANCE CO	DECEMBER 2021 - GRP #05-7029600000	355898	12/9/21	2,448.60
DELTA DENTAL INSURANCE CO	DECEMBER 2021 - GRP #05-7029600002	355899	12/9/21	38.94
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING FOR FY 2022	355900	12/9/21	14,776.66
DIAMOND ENVIRONMENTAL SVCS	RFW A KIMBALL HOLIDAY DIAMOND RENTAL	355901	12/9/21	750.75
ENERGY COMMUNICATIONS CORP.	A KIMBALL HOLIDAY BROADCASTING SERVICE	355902	12/9/21	800.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET MANAGEMENT - ENG/PW	355903	12/9/21	15,103.04
FIT TO WORK INC	ERGONOMIC EVALUATION AND REPORT	355904	12/9/21	368.00
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 22	355905	12/9/21	2,067.65
HANDY METAL MART	FLAT BAR 1/4 X 3	355906	12/9/21	619.88
HEALTH NET	GRP #N7176A - DECEMBER 2021	355907	12/9/21	1,829.36
HEALTH NET	GRP #N7176F - DECEMBER 2021	355908	12/9/21	1,598.46
HEALTH NET	GRP #N7177A - DECEMBER 2021	355909	12/9/21	1,240.24
HEALTH NET	GRP #R1192R - DECEMBER 2021	355910	12/9/21	832.36
HEALTH NET INC	DECEMBER 2021 - GRP #R1192A	355911	12/9/21	80,350.38
HEALTH NET INC	GRP #57135A - DECEMBER 2021	355912	12/9/21	5,008.61
HEALTH NET INC	DECEMBER 2021 - GRP #LB439A	355913	12/9/21	2,469.88
HEALTH NET INC	DECEMBER 2021- GRP #LB439F	355914	12/9/21	714.18
HERNANDEZ	RESERVES LUNCHEON REIMBURSEMENT	355915	12/9/21	96.30
HEROS CAFE LLC	A KIMBALL HOLIDAY WORKING STAFF MEAL	355916	12/9/21	468.00
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR PARKS	355917	12/9/21	495.65
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	355918	12/9/21	250.00
JOSE O. VARGAS SANTIAGO	A KIMBALL HOLIDAY FILMING AND RECORDING	355919	12/9/21	800.00
KIMLEY HORN AND	8TH & ROOSEVELT ATP - ENG/PW	355920	12/9/21	12,678.61
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES, PARTS,	355921	12/9/21	2,064.53
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES AS NEEDED FY 2022	355922	12/9/21	205.00
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2022	355923	12/9/21	240.00
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	355924	12/9/21	7,330.00
PENSKE FORD	R&M CITY VEHICLES FY 2022	355925	12/9/21	1,193.18
PERRY CHRYSLER DODGE JEEP	DIAGNOSE TROUBLE CODES PERFORM DTC	355926	12/9/21	155.00
POWERSTRIDE BATTERY CO INC	AUTO BATTERIES TO REPLENISH STOCK	355927	12/9/21	240.25
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS/FINANCE/CATHERINE BAUTISTA/WK	355928	12/9/21	2,497.84
PRUDENTIAL OVERALL SUPPLY	MOP NUTRITION CENTER CLEANING SERVICES	355929	12/9/21	277.60
R & R CONTROLS, INC	CITYWIDE ON-SITE ENVIRONMENTAL CONTROL	355930	12/9/21	5,125.00
RELIANCE STANDARD	DECEMBER 2021 - GRP VAI826233, VCI801146	355931	12/9/21	3,734.74
RELY ENVIRONMENTAL	NC PUBLIC WORKS FIRE STATIONS, PD, CITY	355932	12/9/21	10,257.15
SAN DIEGO MECHANICAL ENERGY	REPAIRS TO HVAC SYSTEMS AND OTHER	355933	12/9/21	2,833.86
SCHOOL OUTFITTERS LLC	COMMUNITY SERVICES DAY EL TOYON STAGE PARK	355934	12/9/21	3,850.93
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	355935	12/9/21	4,806.56
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	355936	12/9/21	963.81
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	355937	12/9/21	472.07
SOUTHWEST SIGNAL SERVICE	INTERSECTION MAINTENANCE FOR THE MONTH OCT	355938	12/9/21	36,938.14
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES/PD	355939	12/9/21	774.34
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	355940	12/9/21	3,298.46



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES AS NEEDED	355941	12/9/21	2,255.00
TOPECO PRODUCTS	MOP 63849 GENERAL SUPPLIES - PW	355942	12/9/21	22.22
T'S & SIGNS	A KIMBALL HOLIDAY MARKETING PRINTING	355943	12/9/21	959.18
U S BANK	CITY OF NATIONAL CITY 2012 GEN OBLIGATION	355944	12/9/21	1,130.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2022	355945	12/9/21	723.23
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	355946	12/9/21	1,570.70
WOODRUFF, SPRADLIN & SMART APC	RSWA - GEN MGR MONTHLY INVOICE DEC 2021	355947	12/9/21	2,793.99
WSP USA INC	FOCUSED GENERAL PLAN UPDATE	355948	12/9/21	110,884.55
			A/P Total	1,106,009.99
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SVC PERIOD 11/02/21-11/15/21	120321	12/3/21	258,518.23
PUBLIC EMP RETIREMENT SYSTEM	SVC PERIOD 11/16/2021 - 11/29/2021	120921	12/9/21	257,514.18
EDD	UI REIMBURSABLE BENEFIT CHARGES/PERIOD 7	149369	12/8/21	6,936.00
ADMINSURE INC	WORKERS' COMPENSATION ACCOUNT REPLENISHM	437277	12/8/21	147,136.48
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY 22	452943	12/6/21	38,414.75
	GRAND TOTAL			\$ 1,814,529.63

The following page(s) contain the backup material for Agenda Item: [Warrant Register #24 for the period of 12/10/21 through 12/16/21 in the amount of \\$3,576,255.03. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #24 for the period of 12/10/21 through 12/16/21 in the amount of \$3,576,255.03.
(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 12/10/21 - 12/16/21. 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>
Chen Ryan Associates	355959	62,685.05	Bayshore Bikeway Segment 5 Eng/PW
Eagle Paving Company	355969	612,675.97	CIP19-12 Sweetwater Rd Safety Enhance
Tri-Group Construction	356007	61,503.00	CIP19-19 Roosevelt Smart Growth Eng
Ford of Chula Vista	356033	118,881.04	NCPD Interceptors Patrol (2) & K9 (1)

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$3,576,255.03.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$3,576,255.03

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 24



**WARRANT REGISTER # 24
12/16/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	FP62MN CORRECT MN NAVY PANTS FY22 / FIRE	355949	12/15/21	1,934.66
AEP CALIFORNIA LLC	2021 PATROL K9 HYBRID BUILD OUT- ENG/PW	355950	12/15/21	47,787.15
ALL FRESH PRODUCTS	FOR FOOD AS NEEDED FOR NUTRITION CENTER	355951	12/15/21	1,354.44
ANSER ADVISORY MANAGEMENT, LLC	CIP 19-18 NC BLVD BIKEWAY - ENG/PW	355952	12/15/21	330.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	355953	12/15/21	2,128.97
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	355954	12/15/21	91.17
BECERRIL	LICENSE REIMBURSEMENT	355955	12/15/21	85.00
BLUE PACIFIC ENGINEERING	CIP 19-45 CIVIC CENTER ADA ACCESSIBILITY	355956	12/15/21	32,064.40
CALIFA GROUP	CALIFA BROADBAND FOR FY22	355957	12/15/21	5,309.42
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 GENERAL SUPPLIES - PW	355958	12/15/21	492.29
CHEN RYAN ASSOCIATES INC	BAYSHORE BIKEWAY SEGMENT 5- ENG/PW	355959	12/15/21	62,685.05
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZMAT WASTE FOR FEBRUARY 2021	355960	12/15/21	1,617.72
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	355961	12/15/21	244.31
COSTAR REALTY INFORMATION INC	COSTAR REALTY FOR REAL ESTATE INFORMATIO	355962	12/15/21	5,275.27
COUNTY OF SAN DIEGO	HAZARDOUS WASTE FOR NCPD GUN RANGE - ENG	355963	12/15/21	13,271.50
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	355964	12/15/21	2,613.09
DELGADO	EMPLOYEE REIMBURSEMENT ELYANA DELGADO	355965	12/15/21	252.02
DELL MARKETING L P	ADOBE ACROBAT PRO 2020~	355966	12/15/21	6,701.40
D-MAX ENGINEERING INC	CIP 21-14 STORM WATER SERVICES - ENG/PW	355967	12/15/21	10,287.01
D-MAX ENGINEERING INC	T&A 90184 - NC COURTYARDS AT KIMBALL APT	355968	12/15/21	238.29
EAGLE PAVING COMPANY INC	CIP 19-12 SWEETWATER RD SAFETY ENHANCEME	355969	12/15/21	312,675.97
EXOS COMMUNITY SERVICES LLC	NOVEMBER MANAGEMENT FEES~	355970	12/15/21	25,828.66
GEOSYNTEC CONSULTANTS INC	CNC PBR ENCAMPMENT CLEANUP - ENG/PW	355971	12/15/21	16,906.25
GOVERNMENT FINANCE	CERTIFICATE OF ACHIEVEMENT REVIEW / FIN	355972	12/15/21	460.00
GOVERNMENT FINANCE	CERTIFICATE OF ACHIEVEMENT REVIEW / FIN	355973	12/15/21	150.00
GRANICUS	WEBSITE REDESIGN SERVICES	355974	12/15/21	17,867.95
HMS CONSTRUCTION INC	CIP 19-09 PEDESTRIAN ADA ENHANCEMENTS -	355975	12/15/21	11,733.47
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR PARKS	355976	12/15/21	207.24
HUERTA JR	REIMBURSEMENT - EQUIPMENT SUPPLIES	355977	12/15/21	56.33
KIMLEY HORN	CIP 19-02 EL TOYON LAS PALMAS - ENG/PW	355978	12/15/21	8,844.06
KTUA	CMO PREPLANNING PROFESSIONAL SERVICES-	355979	12/15/21	7,000.00
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	355980	12/15/21	90.07
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	355981	12/15/21	5,590.00
MASON'S SAW	MOP 45729 PARKS MAINTENANCE	355982	12/15/21	1,110.56
METEAU JR	SCPMA-HR MEMBERSHIP RENEWAL	355983	12/15/21	50.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	355984	12/15/21	461.28
PENSKE FORD	R&M CITY VEHICLES FY 2022	355985	12/15/21	629.31
PERRY ELECTRIC	CIP 19-13 CITYWIDE PEDESTRIAN SAFETY	355986	12/15/21	16,831.27
PERRY FORD-NATIONAL CITY	MOP 45703 AUTO SUPPLIES - PW	355987	12/15/21	125.00
PORTILLO CONCRETE INC	CIP 18-10 EUCLID AVE BIKE AND PED ENHANC	355988	12/15/21	13,610.65
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS/FINANCE/CATHERINE BAUTISTA/WK	355989	12/15/21	4,883.06
PROJECT PROFESSIONALS CORP	CIP 21-24 CITY HALL SEISMIC RETROFIT - ENG	355990	12/15/21	23,378.26
PRUDENTIAL OVERALL SUPPLY	MOP NUTRITION CENTER LAUNDRY & CLEANING	355991	12/15/21	217.32
RANDALL LAMB ASSOCIATES INC	CIP 21-24 CIVIC CENTER EOC POWER UPGRADE	355992	12/15/21	6,472.50
RHIANNON J JAY	REFUND TO 911-913 ANGELO DRIVE, T&A 9051	355993	12/15/21	1,500.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	355994	12/15/21	20.49
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	355995	12/15/21	2,112.40



**WARRANT REGISTER # 24
12/16/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SELECT ELECTRIC INC	CIP 19-08 FIBER OPTICE TRAFFIC SIGNAL	355996	12/15/21	19,156.04
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	355997	12/15/21	3.21
SMART & FINAL	MOP PARADISE CREEK SUPPLIES	355998	12/15/21	14.33
SMART SOURCE OF CALIFORNIA LLC	MOP 63845, BUS FIRE SAFETY INSP FORMS	355999	12/15/21	567.02
SOLANA CENTER	RSWA - BILLING PERIOD 11/1/21-11/30/21	356000	12/15/21	6,695.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PW	356001	12/15/21	1,123.08
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	356002	12/15/21	56.66
STC TRAFFIC	HSIP CITY PROTEC LEFT TURN- ENG/PW	356003	12/15/21	16,378.41
SWAGIT PRODUCTION LLC	SWAGIT WEBCAST FY22	356004	12/15/21	1,920.83
TERMINIX INTERNATIONAL	NUTRITION CENTER PEST CONTROL MAINTENANCE	356005	12/15/21	150.00
THE PUN GROUP LLP	AUDIT SERVICES / FINANCE	356006	12/15/21	20,000.00
TRI-GROUP CONSTRUCTION AND DEV	CIP 19-19 ROOSEVELT SMART GROWTH - ENG/PW	356007	12/15/21	61,503.00
U S BANK	US BANK NOVEMBER STATEMENT	356008	12/15/21	1,652.09
UC RIVERSIDE MAIN CASHIERS	CID#N62254911 DIGITIZATION SERVICES	356009	12/15/21	29,468.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	356010	12/15/21	154.02
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR FIRE STATIONS	356011	12/15/21	174.52
WEST COAST ARBORISTS INC	21-24 CALFIRE GRANT PLANTING - ENG/PW	356012	12/15/21	7,700.00
WESTFLEX INDUSTRIAL	MOP 45704 OFFICE SUPPLIES - PW	356013	12/15/21	130.69
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY22	356014	12/15/21	343.86
WSP USA INC	NATIONAL CITY PARKING PLAN - ENG/PW	356015	12/15/21	7,326.20
ACE UNIFORMS & ACCESSORIES INC	WEARING APPAREL - ENG/PW	356016	12/16/21	1,130.62
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	356017	12/16/21	3,907.55
ALL FRESH PRODUCTS	CONSUMABLES / NUTRITION	356018	12/16/21	357.69
ALLSTATE SECURITY SERVICES INC	SECURITY SERVICES FY22/LIBRARY	356019	12/16/21	2,541.78
AMAZON	SUPPLIES FY22/LIBRARY	356020	12/16/21	507.84
AMAZON	WATTSTOPPER WATT POWER PACK	356021	12/16/21	69.60
CAL PACIFIC TRUCK CENTER, LLC	HEADER DSL EXHAUST FLUID	356022	12/16/21	1,442.14
CALIFORNIA ASSOCIATION OF CODE	CACEO MEMBERHISP / NSD	356023	12/16/21	95.00
CALIFORNIA DIESEL COMPLIANCE	OPACITY TESTING ON VARIOUS CITY VEHICLES	356024	12/16/21	354.00
CARDOZA	TRAINING REIM DELIRIUM & ARREST RELATED	356025	12/16/21	109.87
CARDOZA	TRAINING REIM FORCE OPTIONS UOF DE-ESCAL	356026	12/16/21	24.00
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE / NOV	356027	12/16/21	761.52
COLANTUONO HIGHSMITH &	PROFESSIONAL SERVICES / CAO	356028	12/16/21	1,796.55
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	356029	12/16/21	173.30
DAY WIRELESS SYSTEMS (20)	COMM EQUIPMNT MNTNCE SVC, FY22/FIRE	356030	12/16/21	328.00
DISCOUNT SPECIALTY CHEMICALS	GOOP OFF / PW	356031	12/16/21	836.74
FIRE ETC	FIRE SAFETY STATION BOOTS/FOOTWEAR	356032	12/16/21	2,811.19
FORD OF CHULA VISTA	NCPD INTERCEPTORS PATROL(2) & K9 (1)	356033	12/16/21	118,881.04
GIL	TRAINING REIM FORCE OPTIONS UOF/DE-ESCAL	356034	12/16/21	24.00
HERC RENTALS INC	A KIMBALL HOLIDAY GENERATOR RENTAL 50110	356035	12/16/21	645.98
HOME DEPOT CREDIT SERVICES	SUPPLIES / PW	356036	12/16/21	557.84
KEYSER MARSTON ASSOCIATES INC	CONSULTING SERVICES / HOUSING	356037	12/16/21	10,695.00
L N CURTIS & SONS	XFTNJ TFT CROSSFIRE MONITOR TOP / FIRE	356038	12/16/21	4,034.64
MC CLURE JR	REIM FOR THE FIELD TRAINING OFFICER COURSE	356039	12/16/21	256.15
MCALISTER INSTITUTE	HOMELESS CASE MANAGEMENT SERVICES	356040	12/16/21	18,013.42
MEGLA MANUFACTURING INC	WATER JET AND CAD~	356041	12/16/21	544.90
MEYERS, NAVE, RIBACK, SILVER	DEVELOP COMMERCIAL CANNABIS PROGRAM	356042	12/16/21	5,037.50



**WARRANT REGISTER # 24
12/16/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MIDWEST TAPE	AUDIOBOOKS FY22/LIBRARY	356043	12/16/21	927.41
MTS	MTS GRAFFITI REMOVAL FLAGGERS / NSD	356044	12/16/21	196.02
MYERS & SONS HI-WAY SAFETY INC	STENCIL STRIPING SUPPLIES	356045	12/16/21	471.43
PALMA	TRAINING REIM FORCE OPTIONS UOF/DE-ESCAL	356046	12/16/21	24.00
PRO BUILD COMPANY	A KIMBALL HOLIDAY SUPPLIES & MATERIALS	356047	12/16/21	446.51
PROFESSIONAL SEARCH GROUP LLC	COMMUNITY SERVICES TEMP SALARY	356048	12/16/21	1,729.20
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC / NSD	356049	12/16/21	55.32
SAN DIEGO UNION TRIBUNE	FOR ADVERTISINGNOTICE INVITING BIDS	356050	12/16/21	1,785.60
SBCS CORPORATION	CARES ACT CDBG-CV AGREEMENT	356051	12/16/21	3,610.00
SHER EDLING LLP	SHER EDLING LLP -SWEETWATER MARSH MATTER	356052	12/16/21	924.00
SOUTH COAST EMERGENCY	HORN PAD STEER WHEEL	356053	12/16/21	113.63
SPEEDPRO IMAGING	PARKS DEPT NUMBER - VINYL/ PW	356054	12/16/21	681.87
SPRINGER	TRAINING REIM FOR SHERMAN BLOCK, SLI-SES	356055	12/16/21	233.58
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / NSD	356056	12/16/21	87.60
SUPERIOR READY MIX CONCRETE LP	DECOMPOSED GRANITE	356057	12/16/21	281.88
SWEETWATER AUTHORITY	WATER BILL – WASTEWATER FY 2022	356058	12/16/21	280.62
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	356059	12/16/21	2,988.27
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SERVICES ~/FIRE	356060	12/16/21	600.00
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	356061	12/16/21	153.82
TINOSA INC	LABOR, PERFORM AIR SAMPLE	356062	12/16/21	250.00
T'S & SIGNS	A-FRAME~	356063	12/16/21	515.48
U S BANK	CREDIT CARD EXPENSES/ CMO -	356064	12/16/21	1,341.70
WEST COAST ARBORISTS	ONGOING TREE TRIMMING SERVICE AS NEEDED	356065	12/16/21	7,130.00
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY22	356066	12/16/21	90.23
WORLD OIL ENVIRONMENTAL	USED OIL PICK UP	356067	12/16/21	95.00
			A/P Total	1,049,043.25
WIRED PAYMENTS				
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SERVICES BASE FEE - DECEMBE	827632	12/10/21	558.75
SECTION 8 HAPS	Start Date	End Date		
	12/15/2021	12/15/2021		14,349.82
PAYROLL				
Pay period	Start Date	End Date	Check Date	
24	11/16/2021	11/29/2021	12/8/2021	2,512,303.21
			GRAND TOTAL	<u>\$ 3,576,255.03</u>

The following page(s) contain the backup material for Agenda Item: [Introduction of an Ordinance of the City Council of the City of National City, California, amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 1/18/2022

AGENDA ITEM NO. |

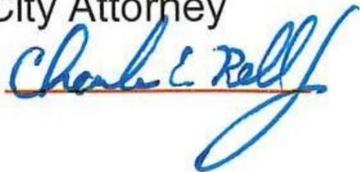
ITEM TITLE:

Introduction of an Ordinance of the City Council of the City of National City, California, amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney.

PREPARED BY: Charles E. Bell, Jr., City Attorney

DEPARTMENT: City Attorney

PHONE: 4222

APPROVED BY: 

EXPLANATION:

On September 7, 2021, the City Council directed staff to draft an ordinance amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney. An amendment will establish the City Attorney's role and authority in the National City Municipal Code. Additionally, an amendment will bring the City of National City in line with the City of Carlsbad, Chula Vista, Encinitas, Escondido, San Diego, San Marcos, Santee, and Vista. These cities also have an internal City Attorney Office.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approving the introduction of an Ordinance of the City Council of the City of National City, California, amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney

BOARD / COMMISSION RECOMMENDATION:

Not Applicable.

ATTACHMENTS:

- Ordinance

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADDING SECTION 2.02 TO TITLE 2 OF THE NATIONAL CITY MUNICIPAL CODE RELATING ADMINISTRATION AND SHALL BE TITLED, "CITY ATTORNEY"

CITY ATTORNEY SUMMARY

This Ordinance adds regulations to the City's municipal code "in that it adds" or "by adding" section 2.02 City Attorney to Title 2 – Administration.

WHEREAS, California Government Code Section 41801 provides that the City attorney shall advise the city officials in all legal matters pertaining to city business; and

WHEREAS, California Government Code Section 41803 further provides that the City attorney shall perform other legal services required from time to time by the legislative body; and

WHEREAS, the Office of the City Attorney will comply with the requirements of California Government Code Sections 41801-41805 and any other applicable laws.

TITLE 2 ADMINISTRATION**Section 2.02 – CITY ATTORNEY****2.02.010 Purpose and Authority**

The City Attorney is established. The City Attorney shall be the Chief Legal Officer of the City and also serve as the City Prosecutor. The Office of the City Attorney and City Prosecutor shall be an entity separate and distinct from all other offices and departments. The City Attorney shall investigate and enforce City laws and regulations through office hearings and court proceedings, both civil and criminal. The City Attorney shall have the management and control of the Office of City Attorney and City Prosecutor subject to all applicable personnel ordinances, rules and regulations.

2.02.020 Appointment; Qualifications

The City Attorney shall be appointed by the City Council and shall serve at the pleasure of the City Council. The City Attorney shall be an attorney-at-law duly admitted to practice law in the State of California.

2.02.030 Powers and Duties

- A. City Attorney Generally. In addition to the City Attorney's general powers as the Chief Legal Officer of the City, and not as a limitation thereon, as the City's civil legal advisor the City Attorney shall:
 1. Serve as the General Counsel of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency,

ATTACHMENT B

the Parking Authority, the Housing Advisory Committee and the Joint Powers Financing Authority, as well as the subordinate commissions, boards, committees and advisory bodies of the City of National City;

2. Appoint and remove all such assistants, deputies, and clerical staff as the Council may authorize;
 3. Oversee the City Risk Manager's Administration of the City's Liability Risk Management Program;
 4. Have charge and control of all outside counsel engaged to advise the City Council and any officer or employee in all matters pertaining to their offices or duties, except as otherwise provided by law or legal ethics;
 5. Advise the City Council and all City officers and employees in all matters of law pertaining to their offices or duties, or select outside counsel to so advise such persons unless a different selection procedure has been adopted by the City Council;
 6. Represent and appear for the City and all current and former City officers and employees in any or all civil actions or proceedings in which the City, or any current or former City officer or employee thereof by reason of an act or omission in the scope of officer's or employee's employment is concerned or is a party, or shall select outside counsel to so represent and appear for such persons;
 7. Have charge and control of all civil actions and proceedings in which the City or any current for former City officer or employee is concerned or is a party by reason of an act or omission in the scope of his/her employment;
 8. Approve the form of all bonds given to the City and all specifications, requests for proposals, and contracts made by the City;
 9. Approve all proposed ordinances and resolutions for the City;
 10. Attend all City Council meetings, unless excused by the City Council;
 11. Attend such meetings of other boards and commissions of the City as the City Attorney deems appropriate or as the City Council may direct;
 12. Perform such other duties relating to the office as shall be required of the City Attorney by law, ordinance, or the City Council; and
 13. Perform all responsibilities of the City Attorney in conformity with the California Rules of Professional Conduct.
- B. City Prosecutor Generally. In addition to the City Prosecutor's general powers under the laws of the State of California, and not as a limitation thereon, as the City's legal advisor on criminal prosecution, the City Attorney shall:

1. Prosecute all misdemeanor and infraction offenses committed within the City arising out of violations of the laws of the City, and, when authorized by the laws of this State, prosecute misdemeanor offenses committed within the City arising out of violations of the laws of the State of California;
2. Handle all appeals arising as a consequence;
3. Draw complaints for such misdemeanors and infractions and prosecute all recognizances of bail bond forfeitures arising from or resulting from the commission of such offenses;
4. Have the power to issue subpoenas in a like manner as the district attorney under the authority of California Government Code Section 41803.7;
5. Perform such other duties relating to such office as shall be required by law, ordinance, or the City Council; and
6. Perform all responsibilities of the City Prosecutor in conformity with California Rules of Professional Conduct, a prosecutor's duty of independence and impartiality, and with unrestricted prosecutorial discretion.

2.02.040 Records.

- A. The City Attorney shall deliver all records, documents, and property of every description belonging to the Office of City Attorney and City Prosecutor or the City to the City Attorney's successor in office.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City, California, does ordain as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of the City of National City hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional or invalid or ineffective.

SECTION 3. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the

City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. Effective Date. This ordinance shall be published pursuant to law and shall become effective thirty (30) days from the date of passage and adoption. Within fifteen (15) days following its adoption, the City Clerk shall publish the title thereof, as a summary as required by State Law.

INTRODUCED by the City Council on _____, 2022.

PASSED AND ADOPTED by the City Council of the City of National City, State of California, on _____, 2022 by the following vote:

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:

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 authorizing the acceptance of the Emergency Connectivity Fund \(ECF\) grant from the Federal Communications Commission \(FCC\) in the amount of \\$15,225.80 to cover the costs associated with purchasing 25 laptops with LTE wireless service and the establishment of Library Grants Fund appropriations of \\$15,225.80 and corresponding revenue budget. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.

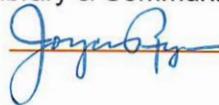
ITEM TITLE:

Resolution of the City Council of the City of National City, California authorizing the acceptance of the Emergency Connectivity Fund (ECF) grant from the Federal Communications Commission (FCC) in the amount of \$15,225.80 to cover the costs associated with purchasing 25 laptops with LTE wireless service and the establishment of Library Grants Fund appropriations of \$15,225.80 and corresponding revenue budget.

PREPARED BY: Joyce Ryan, Library & Community Services
Director

DEPARTMENT: Library & Community Services

PHONE: 619-470-5882

APPROVED BY: 

EXPLANATION:

This grant provides funding for laptops and wireless service so that the library can provide these services as circulating items to National City Public Library patrons who do not have this technology and service in their homes. Although the laptops that will be purchased through this grant funding will remain part of the Library's circulating collection, the funding for the wireless service is only allowed through the grant up to 6/30/22. Staff are exploring alternative funding sources to enable wireless service through the next fiscal year. The funding provides for equipment charges of \$10,517.81 and service charges of \$493.50 per month through 6/30/22 plus one-time fees of \$29.61. Please see attached staff report for additional information.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

108-00000-3498 Library Grants

108-431-056-299-0000 Contract Services for the monthly service charges and the one-time fees.

108-431-056-502-0000 Computer Equipment for the equipment charges.

ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA).

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Approved by the Library Board of Trustees on January 5, 2022.

ATTACHMENTS:

1. Staff Report
2. Funding Commitment Decision Letter
3. Resolution



City Council Staff Report

January 18, 2022

ITEM

Resolution of the City Council of the City of National City, California authorizing the acceptance of the Emergency Connectivity Fund (ECF) grant from the Federal Communications Commission (FCC) in the amount of \$15,225.80 to cover the costs associated with purchasing 25 laptops with LTE wireless service and the establishment of Library Grants Fund appropriations of \$15,225.80 and corresponding revenue budget.

BACKGROUND

The Emergency Connectivity Fund Program reimburses schools and libraries for the reasonable costs of eligible equipment and broadband connections used to help students, staff, and patrons who otherwise lack access to be able to engage in remote learning. Through this funding, students, staff, and patrons who would otherwise lack access will benefit during the COVID-19 health emergency with this funding that provides off-site broadband service and connected devices. The grant will reimburse reasonable costs of eligible equipment such as Wi-Fi hotspots, modems, routers, and devices that combine a modem and router, connected devices, and eligible broadband connections.

EXPLANATION

The National City Public Library applied for a competitive Emergency Connectivity Fund (ECF) Grant through the Federal Communications Commission. This grant provides funding for laptops and wireless service so that the library can provide these services as circulating items to National City Public Library patrons who do not have this technology and service in their homes. Although the laptops that will be purchased through this grant funding will remain part of the Library's circulating collection, the funding for the wireless service is only allowed through the grant up to 6/30/22. Staff are exploring alternative funding sources to enable wireless service through the next fiscal year. The funding provides for equipment charges of \$10,517.81 and service charges of \$493.50 per month through 6/30/22 plus one-time fees of \$29.61.

This grant will assist patrons who might not have economic resources to obtain laptops and wireless Internet access for use outside of the Library. The lending policy for Library laptops and hotspots already exists and has been approved by the Board of Library Trustees. This program will be promoted through the Library website and through National City social media in both English and Spanish.

RECOMMENDATION

Adopt a resolution authorizing the acceptance of the Emergency Connectivity Fund (ECF) grant from the Federal Communications Commission (FCC) in the amount of \$15,225.80 to cover the costs associated with purchasing 25 laptops with LTE wireless service and the establishment of Library Grants Fund appropriations of \$15,225.80 and corresponding revenue budget.

FISCAL IMPACT

Adoption of the resolution will approve the acceptance of grant funds in the amount of \$15,225.80 for laptops and wireless service.

ECF Funding Commitment Decision Letter

2021

Contact Information:

Joyce Ryan
NATIONAL CITY PUBLIC LIBRARY
1401 NATIONAL CITY BLVD
NATIONAL CITY CA 91950 - 3314
jryan@nationalcityca.gov

ECF FCC Form 471: ECF202110599

BEN: 143625

Obligation File: 4

Application Nickname: NCPL CONNECTS!

Totals

Total Committed	\$15,225.80
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What is in this letter?

Thank you for submitting your Emergency Connectivity Fund (ECF) funding application.

Attached to this letter, you will find the funding statuses for the ECF FCC Form(s) 471, Services Ordered and Certification Form, referenced above.

The Universal Service Administrative Company (USAC) is sending letters to both the associated applicant and the service provider(s) so that you can work together to complete the funding process.

Next Steps

Submit Requests for Reimbursement to the Emergency Connectivity Fund (ECF) Portal.¹

The Commission in the *Emergency Connectivity Fund Report and Order* provided two ways for applicants to be able to invoice for eligible equipment and services through the Emergency Connectivity Fund Program.² Applicants and service providers, who agree to invoice on behalf of the applicant(s), are allowed to submit ECF Program requests for reimbursement.

¹ The *Emergency Connectivity Fund Report and Order* directed USAC to make the invoicing system available 15 days after the issuance of the first wave of commitments for the Emergency Connectivity Fund Program. *Establishing the Emergency Connectivity Fund to Close the Homework Gap*, WC Docket No. 21-93, Report and Order, FCC 21-58, para. 98 (rel. May 11, 2021) (*Emergency Connectivity Fund Report and Order*) If your funding commitment was released as part of the first wave, you may need to wait 15 days prior to submitting your request for reimbursement. USAC will announce when the invoicing system is available and requests for reimbursement can be submitted.

² *Emergency Connectivity Fund Report and Order*, at para.93.



BEN Name: NATIONAL CITY PUBLIC
LIBRARY
BEN: 143625

ECF FCC Form 471: ECF202110599

Obligation File: 4

- **If you (the applicant) are invoicing:** After receiving the ECF-supported eligible equipment and/or services, you will file the [ECF FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form to invoice for reimbursement of the ECF-supported eligible equipment and/or services. If you request reimbursement prior to paying your service provider(s), you will be required to provide verification that you paid your service provider(s) within 30 days of receipt of funds.
- **If your service provider(s) is invoicing:** The service provider(s) must provide the ECF-supported eligible equipment and/or services and then file the [ECF FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice for reimbursement for the ECF-supported eligible equipment and/or services provided.

Applicants and service providers, who agree to invoice on behalf of the applicant(s), must provide invoices detailing the items purchased, along with the requests for reimbursement. In general, any request for reimbursement submitted without the necessary information will be rejected with an explanation as to the deficiency, and the funding recipient will need to timely resubmit its invoice submission in order to receive reimbursement.

Notice on Rules and Requirements

The applicants' receipt of funding commitments is contingent on their compliance with all federal, statutory, regulatory, and procedural requirements of the ECF Program and the FCC's rules. This also includes the certifications under penalty of perjury contained in their funding application(s). Funding recipients are subject to audits and other reviews that the Commission and other appropriate authorities may undertake periodically to ensure that committed funds are being used in accordance with such requirements and for their intended purpose. Please see paragraphs 116-134 of the Commission's *Emergency Connectivity Fund Report and Order* for more information regarding the Program's documentation, certification, and audit requirements.

As referenced in paragraph 101 of the *Emergency Connectivity Fund Report and Order*, attached to this letter is the full text of Appendix A to 2 CFR Part 170, which provides additional information about the reporting requirements for reporting executive compensation (through <https://www.sam.gov>) and subaward activity (through <http://www.fsr.gov>) under the Federal Funding Accountability and Transparency Act of 2006 as amended by the Digital Accountability and Transparency Act of 2014 (collectively the Transparency Act or FFATA/DATA Act) for award and subaward payments that equal or exceed \$30,000.

On behalf of the FCC, USAC may be required to reduce or cancel funding commitments that were not issued in accordance with these requirements, whether due to action or inaction of USAC, the applicant, or the service provider. The Commission and other appropriate authorities may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 30 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request. **Please note that this is shorter than the deadline for appeals in the E-Rate Program.**



BEN Name: NATIONAL CITY PUBLIC
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ECF FCC Form 471: ECF202110599

Obligation File: 4

Note: The Federal Communications Commission (FCC) will not accept appeals of ECF Program decisions that have not first been submitted and addressed in the Emergency Connectivity Fund (ECF) Portal. However, if you are seeking a waiver of ECF Program rules, you must submit your request directly to the FCC and not in the ECF Portal. Waivers of the ECF Program rules cannot be addressed within the ECF Portal.

- **To submit an appeal that is not a waiver**, visit the Appeals section in the [Emergency Connectivity Fund \(ECF\) Portal](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit the ECF Program's [website](#) for additional information on submitting an appeal, including step-by-step instructions.
- **To request a waiver of the FCC's rules**, please submit your request to the FCC in proceeding number WC Docket No. 21-93 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For all appeals and waivers, be sure to keep a copy of your entire appeal or waiver document, including any correspondence and documentation, and provide a copy to the affected service provider(s).



BEN Name: NATIONAL CITY PUBLIC
LIBRARY
BEN: 143625

ECF FCC Form 471: ECF202110599

Obligation File: 4

ECF Funding Commitment Decision Overview

2021

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
ECF2190018540	Omnipro LLC	\$11,306.25	\$10,517.81	Funded
ECF2190018740	T-Mobile USA, Inc.	\$6,277.32	\$4,707.99	Funded



BEN Name: NATIONAL CITY PUBLIC LIBRARY
BEN: 143625

ECF FCC Form 471: ECF202110599

Obligation File: 4

FRN ECF2190018540	Service Type Equipment	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	9		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$10,517.81
Total Charges		\$11,306.25	
Committed Amount		\$10,517.81	

Dates	
Service Start Date	10/1/2021
Service End Date	6/30/2022
Service Delivery Date	6/30/2022
Invoice Deadline Date	8/29/2022

Service Provider Information	
Service Provider	Omnipro LLC
SPIN (498ID)	143052769

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Funding Commitment Decision Comments

MR1: The amount of the funding request was changed from \$10,517.81 to \$10,517.81 to reflect the correct number of months of service, 9; based on the service start date October 1, 2021.

MR2: The amount of the funding request was changed from \$11,306.25 to \$10,517.81 to remove ineligible item: Lenovo AO-SNP-L100E-MTK Shield Case and related taxes.



BEN Name: NATIONAL CITY PUBLIC LIBRARY
BEN: 143625

ECF FCC Form 471: ECF202110599

Obligation File: 4

FRN ECF2190018740	Service Type Services	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	9		
Total Eligible Recurring Charges	\$4,707.99	Total Eligible One Time Charges	\$0.00
Total Charges		\$6,277.32	
Committed Amount		\$4,707.99	

Dates	
Service Start Date	10/1/2021
Service End Date	6/30/2022
Service Delivery Date	6/30/2022
Invoice Deadline Date	8/29/2022

Service Provider Information	
Service Provider	T-Mobile USA, Inc.
SPIN (498ID)	143026181

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Funding Commitment Decision Comments

MR1: The amount of the funding request was changed from \$6,277.32 to \$4,707.99 to reflect the correct number of months of service, 9; based on the service start date October 1, 2021.

MR2: The Download Bandwidth speed on this FRN was modified for Mobile Broadband from 0.1 Mbps to 12 Mbps and the Upload Bandwidth speed from 0.1 Mbps to 5 Mbps to agree with the applicant documentation.



Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR § 170.320;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and,
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards) and,



BEN Name: NATIONAL CITY PUBLIC
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BEN: 143625

ECF FCC Form 471: ECF202110599

Obligation File: 4

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. § 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and

iv. A domestic or foreign for-profit organization

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)).

[2 CFR Part 170; 85 FR 49526, Aug. 13, 2020]

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE EMERGENCY CONNECTIVITY FUND (ECF) GRANT FROM THE FEDERAL COMMUNICATIONS COMMISSION (FCC) IN THE AMOUNT OF \$15,225.80 TO COVER THE COSTS ASSOCIATED WITH PURCHASING 25 LAPTOPS WITH LTE WIRELESS SERVICE AND THE ESTABLISHMENT OF LIBRARY GRANTS FUND APPROPRIATIONS OF \$15,225.80 AND CORRESPONDING REVENUE BUDGET

WHEREAS, this grant will assist the National City Public Library in providing adult patrons who might not have economic resources to obtain laptops and wireless internet access for use outside of the Library; and

WHEREAS, the lending policy for Library laptops and hotspots already exists in English and Spanish and has been approved by the Board of Library Trustees; and

WHEREAS, on November 8, 2021, a grant in the amount of \$15,225.80 was awarded to the City of National City Public Library to cover the costs associated with the purchase of 25 laptops with wireless service; and

WHEREAS, City staff recommends authorizing the acceptance of the Emergency Connectivity Fund (“ECF”) grant from the Federal Communications Commission (“FCC”) in the amount of \$15,225.80 to cover the costs associated with purchasing 25 laptops with LTE wireless service and the establishment of Library Grants Fund appropriations of \$15,225.80 and corresponding revenue budget.

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 acceptance of the Emergency Connectivity Fund (ECF) grant from the Federal Communications Commission (FCC) in the amount of \$15,225.80 to cover the costs associated with purchasing 25 laptops with LTE wireless service and the establishment of Library Grants Fund appropriations of \$15,225.80 and corresponding revenue budget.

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

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

//

PASSED and ADOPTED this 18th day of January, 2022.

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: 1\) Authorizing the Display of Artwork in the City Hall Council Chamber and 2\) Approving the Installation of Artwork by Artist Francisco Morales in the City Hall Council Chamber. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.:

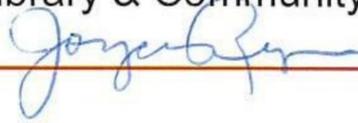
ITEM TITLE:

Resolution of the City Council of the City of National City, California, 1) Authorizing the Display of Artwork in the City Hall Council Chamber and 2) Approving the Installation of Artwork by Artist Francisco Morales in the City Hall Council Chamber.

PREPARED BY: Joyce Ryan

PHONE: 619-470-5882

DEPARTMENT: Library & Community Services

APPROVED BY: 

EXPLANATION:

Please see attached staff report

FINANCIAL STATEMENT:

ACCOUNT NO.

No Fiscal Impact – there is no fiscal impact associated with the report.

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

No CEQA Exemption - This action is not subject to review under the California Environmental Quality Act (CEQA).

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the resolution authorizing the display of artwork in the City Council Chamber located in City Hall; and approving the installation of Artwork by Artist Francisco Morales.

BOARD / COMMISSION RECOMMENDATION:

Approved by the Public Art Committee at a Special Meeting Tuesday, November 16, 2021; approved by unanimous vote.

ATTACHMENTS:

1. Staff Report with Artwork Images



City Council Staff Report

January 18, 2022

ITEM

Staff recommends that the City Council adopt the resolution authorizing the display of artwork in the City Council Chamber located in City Hall; and approving the installation of Artwork by Artist Francisco Morales.

BACKGROUND

In 2016, the Council Chamber located inside City Hall underwent a substantial renovation updating the facility, and staff believes the addition of artwork would add the finishing touch to the upgrade. The Public Art Committee has partnered with the City Manager, A Reason To Survive (ARTS) staff and artist Francisco Morales to incorporate artwork into the City Hall Council Chamber and to bring the City's Core Values (7 C's) to life.

EXPLANATION

It is common for a municipality to use City Hall and Council Chambers to incorporate artwork throughout as a reflection of the communities they serve. Art installations may be permanent (such as a mural) or an art exhibition that focuses different artists in a rotation. The cities of Santa Rosa, Los Gatos and Richmond are examples of this trend. The artwork suggested for the National City Council Chamber project consists of a wallpaper soffit design, walls in the rear of the room painted a solid color and framed historical photographs with geometric overlays. With this resolution, staff recommend that the City Council consider allowing artwork to be displayed within the City Council Chamber.

Artist Morales used various media including historical maps and photographs, children's artwork and the City's Core Values, also known as the "7 C's," to create a cohesive and aesthetically pleasing artistic vision of the community.

The proposal includes painting the walls located in the rear of the chamber a solid color. The first piece of art includes original drawings made by children participating in the National City's 2021 Summer Camps at A Reason to Survive. The artist has incorporated the drawings, along with historical maps into the wallpaper design to be installed on the soffit in the Council Chamber.

For the second art piece, the artist researched photographs in the Morgan Local History Room at the National City Public Library. After researching their photographic archives, the artist selected a group of images that represent the diversity of the city's population as well as their history. The Artist overlay includes these photographs with geometrical color shapes that represent the present and the future. The photographs would be printed on fine art photographic

paper and professionally framed to install within the Council Chambers. The Artist would create several different images to rotate over time allowing visitors to City Hall an opportunity to view a variety of local historical photographs.

During this project and corresponding research, staff envision this as an opportunity to reach out to the community. The National City Public Library staff are working towards holding a future program in which community members could submit photographs that could be included in the historical collection.

The Public Art Committee held a Special Meeting on Tuesday, November 16, 2021, to take a final vote on Artist Morales' artwork. This was the third time he had presented his artistic vision to the committee. In a unanimous vote, committee members voted to recommend the artwork be presented to the City Council for approval.

ARTIST BIO

Pablo Francisco Morales, originally from Mexico City, currently resides and works in San Diego, California. He is a composer and multimedia artist whose work has been presented internationally and seen in the United States, Mexico, France, Colombia, and Italy. He creates music, sound and multimedia installations, interventions, and performances. Mr. Morales is the current director at The FRONT Arte & Cultura, a transnational arts space in San Ysidro, California (<https://thefront.casafamiliar.org/>).

ARTIST STATEMENT

My work is driven by a deep observation of the culture I live in, the social interactions and everyday situations. I strive to start a conversation with the audience concerning relevant issues of our time. Art, community, society, technology and science blend together in my practice.

RECOMMENDATION

Staff recommends that the City Council of the City of National City adopt the resolution authorizing the display of artwork in the City Hall Council Chamber located in City Hall; and approving the installation of Artwork by Artist Francisco Morales.

FISCAL IMPACT

Approval of this agenda item will have no fiscal impact on the General Fund.

The costs of the project are included in the ARTS program per the agreement between the City and ARTS approved by City Council December 7, 2021, that included a requirement to deliver \$125,000 in public/capital art programs and projects per year.

City Hall Council Chambers Artwork



Possible Images for Back Wall Framed Photographs



RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1.) AUTHORIZING THE DISPLAY OF ARTWORK IN THE CITY HALL COUNCIL CHAMBER AND 2.) APPROVING THE INSTALLATION OF ARTWORK BY ARTIST FRANCISCO MORALES IN THE CITY HALL COUNCIL CHAMBER

WHEREAS, in 2016, the Council Chamber located inside City Hall underwent a substantial renovation updating the facility; and

WHEREAS, one of the goals of the City of National City (“City”) General Plan is to develop a cultural arts program that encourages and facilitates the development of art in public spaces and promotes greater awareness of architectural, urban design, and the cultural heritage of the City; and

WHEREAS, the Public Art Committee has partnered with the City Manager, A Reason To Survive (“ARTS”) staff and artist Francisco Morales to incorporate artwork into the City Hall Council Chamber and to bring the City’s Core Values (“7 C’s”) to life; and

WHEREAS, it is increasingly common for a municipality to use City Hall and Council Chambers to incorporate artwork throughout as a reflection of the communities they serve; and

WHEREAS, the Public Art Committee voted unanimously to accept artist Francisco Morales’ design in a Special Meeting held on November 16, 2021.

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

Section 1: Authorizes the Display of Artwork in the National City - City Hall Council Chambers.

Section 2: Approves the Installation of Artwork by Artist Francisco Morales in the National City - City Hall Council Chambers.

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

///

PASSED and ADOPTED this 18th day of January, 2022.

Alejandra Sotelo-Solis, Mayor

ATTESTS:

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 accepting the report and recommendation of the appointed Proposition “D” Independent Review Committee to maintain the City of National City District Transactions & Use Tax at the current rate of 1% for the next five years, pursuant to the provisions of Section 4.160.180 of the City of National City Municipal Code. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City accepting the report and recommendation of the appointed Proposition "D" Independent Review Committee to maintain the City of National City District Transactions & Use Tax at the current rate of 1% for the next five years, pursuant to the provisions of Section 4.160.180 of the City of National City Municipal Code.

PREPARED BY: Molly Brennan

DEPARTMENT: Finance

PHONE: 619-336-4265

APPROVED BY: 

EXPLANATION:

In June, 2006, the voters of the City of National City approved a one percent (1%) district transactions & use tax. The tax included the requirement that "every fifth year" an independent committee of financial experts would be convened for the purpose of making a recommendation to the Mayor and City Council as to whether the tax shall remain in effect at the rate of one percent, be reduced to a lesser rate, or be terminated.

The Fiscal Year 2022 Independent Committee, consisting of Ray Major from SANDAG, Meya Alomar from the City of Chula Vista, and Dr. Sherry Ryan from the San Diego State University School of Public Affairs, serving as the committee chair, held a series of three public meetings during October and November 2021 and launched an extensive review of the City's financial records. Having done so, the committee now brings forward its report and recommendation pursuant to the voter approved ballot initiative and Section 4.160.180 of the City of National City Municipal Code. Ultimately, the Committee recommends maintaining the district transactions & use tax at the current rate of 1% for the next five years.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

If City Council agrees with the Committee's recommendation, there will be no change to the City's financial position.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt a Resolution accepting the report and recommendation of the Proposition D Independent Finance Committee.

BOARD / COMMISSION RECOMMENDATION:

|

ATTACHMENTS:

1. Proposition "D" Independent Review Committee Report & Attachments
2. Resolution



To: City Council of the City of National City

From: Proposition “D” Independent Evaluation Committee

Date: 11/30/2021

Re: Report and Recommendations on Proposition “D”

Facts & Background

2006 – Proposition “D” Tax Measure passed by voters

On June 6, 2006, National City voters passed Proposition “D”, a one percent transactions & use tax (“transactions & use tax”) measure that imposed a transactions tax for up to ten years to fund City services, facilities, and programs. Proposition “D” requires that “every five years, the Mayor, with approval of the City Council, shall appoint an independent committee comprised of three experts in financial matters, who will report their (sic) recommendations to the Mayor and City Council as to whether the transaction and use tax should remain in effect at the rate of one percent, or whether the City Council should reduce the rate of tax or terminate the imposition of the tax.”

2011 – Recommendation of the Proposition “D” Independent Evaluation Committee

In 2011, the first Proposition “D” Independent Evaluation Committee (“Committee”) was formed and asked to evaluate and offer a recommendation to the Mayor and City Council pursuant to the covenants of the tax measure. Based on the economic environment at the time and revenue and expenditure projections, the Committee recommended that the transactions & use tax be continued at the current rate.

2014 – Continuation of the Proposition “D” Tax passed by voters

In 2014, with the expiration of the original transactions & use tax on the horizon and the impacts of economic events outside the control of the City, including the global recession and financial crisis, the dissolution of Redevelopment, and the continued take-aways by the State of California further straining the City’s already tight budget, the City Council approved to place the Continuation of City Services Funding Measure on the November 2014 ballot. Voters approved this measure on November 4, 2014. The Continuation Measure kept intact the provision that an independent committee be appointed to make recommendations about the tax rate.

2016 – The 2016 Proposition “D” Independent Evaluation Committee

In 2016, a Proposition “D” Independent Evaluation Committee (“Committee”) was formed and asked to evaluate and offer a recommendation to the Mayor and City Council pursuant to the covenants of the tax measure. Based on the economic environment at the time and revenue and expenditure projections, the Committee recommended that the transactions & use tax be continued at the current rate.

2021 – The 2021 Proposition “D” Independent Evaluation Committee

The 2021 Proposition “D” Independent Evaluation Committee began its work on October 7, 2021. At its initial meeting, the Committee received presentations from Molly Brennan, the City’s Administrative Services Director, and from the City Manager, Brad Raulston. The presentations provided an overview of the status of the City’s revenue and expenses over the previous decade as well as some forecast financial information.

During the course of two committee meetings, dated October 7, 2021 and November 2, 2021, the committee received presentations from city staff covering the following topics:

- General fund financials
- Personnel statistics
- Pension plans, including the City’s annual unfunded accrued liability (UAL) payment, which has increased over the last five years, and is expected to increase if CalPERS approves a discount rate reduction
- Pension obligation bonds, including how an increased term and size may reduce the annual payment
- Reserve policy and reserve amounts
- Overview of the current capital improvement program
- Comparison of the five-year financial outlook with and without transactions and use tax revenues, including the potential impacts of each scenario
- Presentation by Mayor Sotelo-Solis on her vision of the City’s future, including inclusive community engagement while effectively carrying out key governmental functions
- Economic development presentation of the City’s plans to innovatively build up local businesses

Based on the information provided by city staff, the Committee recommends to continue the transactions & use tax at the current rate of one percent.

Some of the key factors the Committee considered in making this recommendation include the following:

- 1) **Revenue is expected to decline in the coming year.** Revenue grew over the period from 2012 to 2019 but has declined since 2019, and is forecast to continue declining through the year 2022 (see Figure 1).

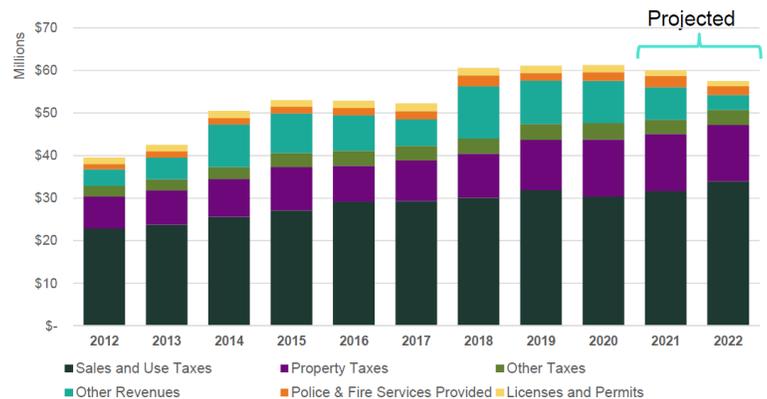


Figure 1: Revenue

- 2) **Expenditures have been growing over previous years.** Expenditures have also grown over the period from 2012 to 2021, and are forecast to decrease in 2022 (see Figure 2).

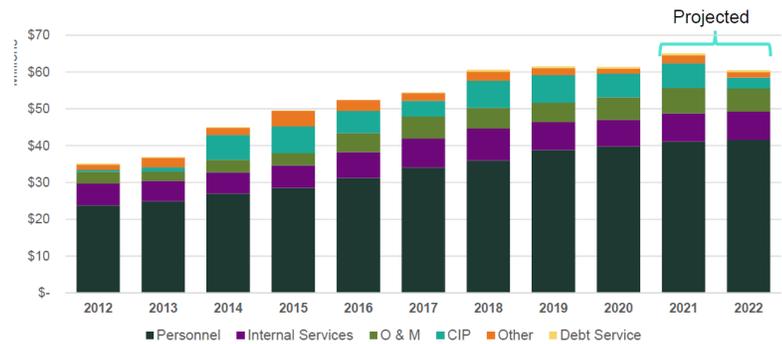


Figure 2: Expenditures

- 3) **The 1% tax is needed to maintain the City's fiscal health.** Figure 3 shows how revenue and expenditures balance. Between 2012 and 2016, revenue exceeded expenditures. Beginning in 2017, expenditures exceeded or were almost equivalent with revenues through the year 2020.

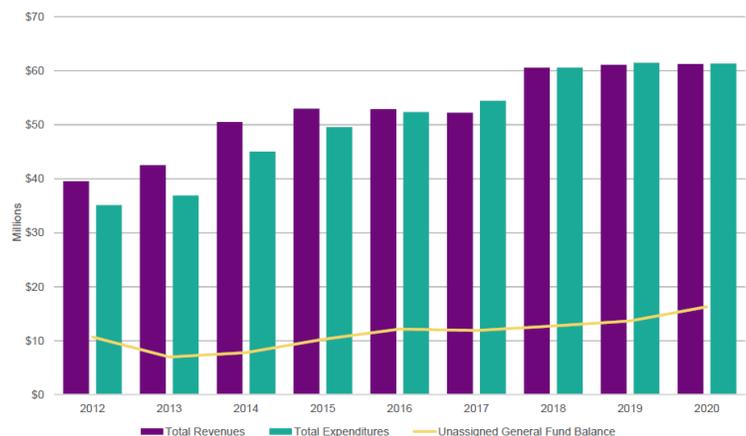


Figure 3: Budget Balancing

The City of National City continues to manage expenditures and revenues. City management have worked diligently on identifying economic development opportunities, such as consideration of a local cannabis industry, developing the Bayfront, and attracting and developing a new CarMax. The Committee is impressed with City management's proactive attitudes and actions in relation to the City's fiscal health.

Based on the information provided over the course of three meetings (see attached PowerPoints delivered by City staff), the Committee believes that City staff place an extremely high value on fiscal prudence and responsibility. When considering the rising costs of local service provision, the decline in revenues, and the due diligence exhibited by City staff, the Committee finds that continuation of the transactions and use tax at its current level is the most reasonable recommendation.

ATTACHMENTS:

Attachment 1: 10.7.2021 Prop D Committee Presentation

Attachment 2: 11.2.2021 Prop D Committee Presentation

**2021 PROP D INDEPENDENT
REVIEW COMMITTEE**

October 7, 2021



Pledge of Allegiance



Agenda

- Introductions
- Proposition D Background
- Committee Role
- Selection of Chair
- General Fund Financial Overview Presentation
- Data Requests & Questions
- Schedule November & December meetings

Introductions

- City Staff
 - Brad Raulston, City Manager
 - Molly Brennan, Administrative Services Director
 - Paul Valadez, Budget Manager
- Committee Members
 - Dr. Sherry Ryan
 - Ray Major
 - Meya Alomar

Proposition D

Background



Proposition D History

- In June 2006, National City voters passed Prop D, a 1% district transactions and use tax for a period of 10 years
- Transaction and Use Tax
 - Applies to merchandise that is delivered in the City
 - Typically applied the same as the Bradley-Burns 7.25% statewide Sales and Use Tax
 - Tax rate for sale or lease of vehicle, vessel, or aircraft based on rate where the property will be registered
- Permissible uses of tax revenue
 - “The revenue of the tax shall be deposited in the city’s general fund and may be used for any legal municipal purpose.” National City municipal code §4.60.130

Proposition D History

- In November 2014, National City voters passed a 20 years extension of Prop D
 - Passed with 67% voter support
 - Sunset date 2036
- 2014 ballot language
 - “National City Continuation of City Services Funding Measure. To maintain National City’s public safety and prevent cuts to neighborhood police patrols and officers; gang/drug prevention; 911 emergency response; fire protection and firefighters; graffiti removal; street/pothole repair; senior/youth/library program; and other City service.”

Proposition D History

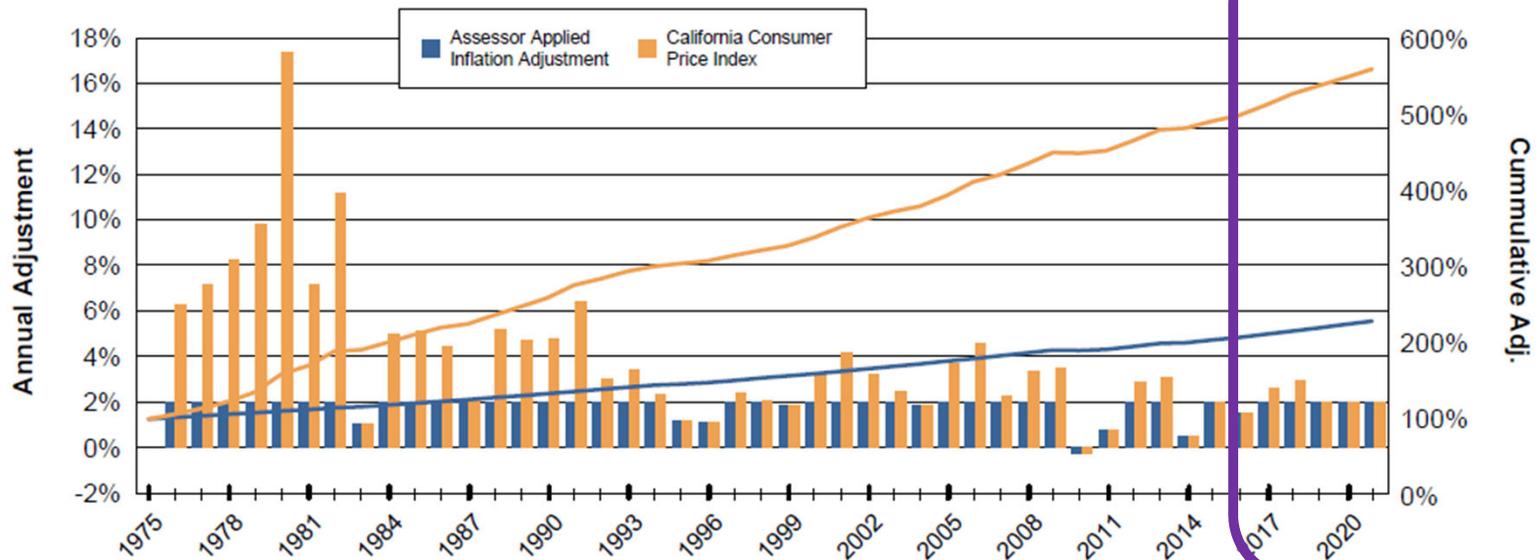
Main Drivers of Financial Need:

- Prop 13
- State redirection of municipal revenue to school districts
- Great Recession
 - CPI, cost of doing business, grew while revenues dropped
 - Property values took over 10 years to recover
- State's dissolution of redevelopment agencies
- Increased cost of providing core services

Proposition D History



PROPOSITION 13 INFLATION ADJUSTMENTS



Proposition D History

Main Drivers of Financial Need

- Increased cost of providing core services
 - CPI-U for San Diego has grown 33% since Prop D
 - Personnel costs
 - CalPERS 10% annual increases for last 10 years
 - Police MOU ties wage to regional ranking between second and third public agency in County
 - Current compensation of all other employees is below median for San Diego cities

7 C's Pledge

We Pledge to Provide **C**ustomer Service
through a **C**ulture of...

Courtesy

We treat everyone with dignity and respect.

Collaboration

We work to achieve common goals and value our differences.

Communication

We communicate openly, honestly, and with clear, consistent messages.

with a **C**ommitment to Our **C**ommunity!

Committee Role



Independent Committee

“Every five years, the mayor, with approval of the city council, shall appoint an independent committee comprised of three experts in financial matters, who will report their recommendations to the mayor and city council as to whether the transaction and use tax should remain in effect at the rate of one percent, or whether the city council should reduce the rate of tax or terminate the imposition of the tax pursuant to Section 4.60.170 of this chapter.”

National City municipal code § 4.60.180

Your Role

- Review the City's General Fund financials to determine what the district transactions and use tax rate should be for the next five years, fiscal year 2023-2027
- Document the recommendation regarding the tax rate in a report to City Council
- City Council will consider the recommendation in early 2022

Timeline

- Today:
 - Presentation of General Fund Financials
 - Discussion and direction
- November meeting:
 - Deeper dive into main drivers of General Fund revenue and expenditures, such as pension, personnel, and economic development
 - Any necessary follow-up from questions or additional data requests
 - Discuss recommendation and report
- December meeting:
 - Any final follow-up from questions or additional data requests
 - Finalize recommendation and report

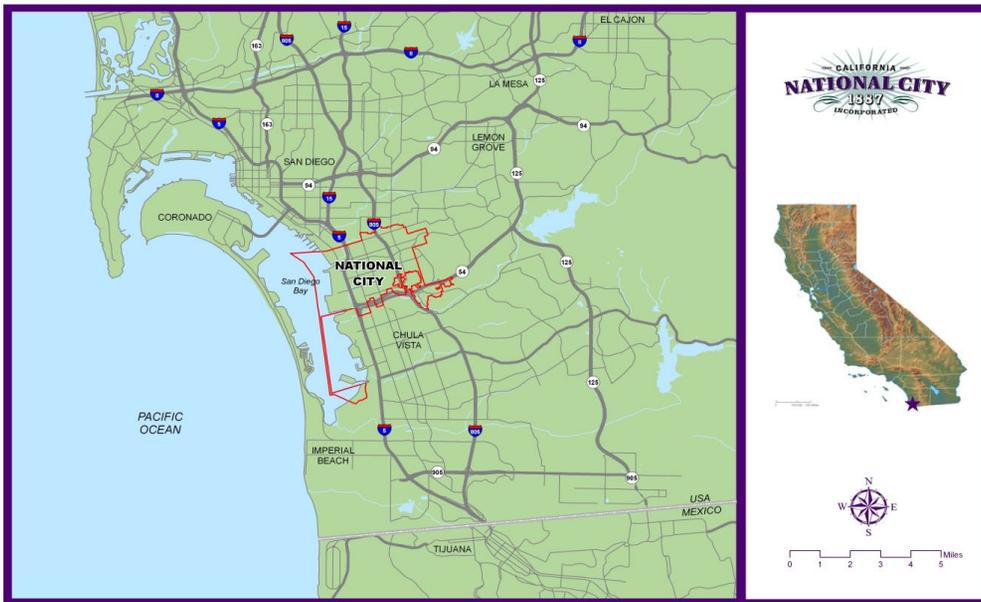
Chair Selection

Committee members select a Chair from amongst themselves to lead the meetings

General Fund Financial Overview

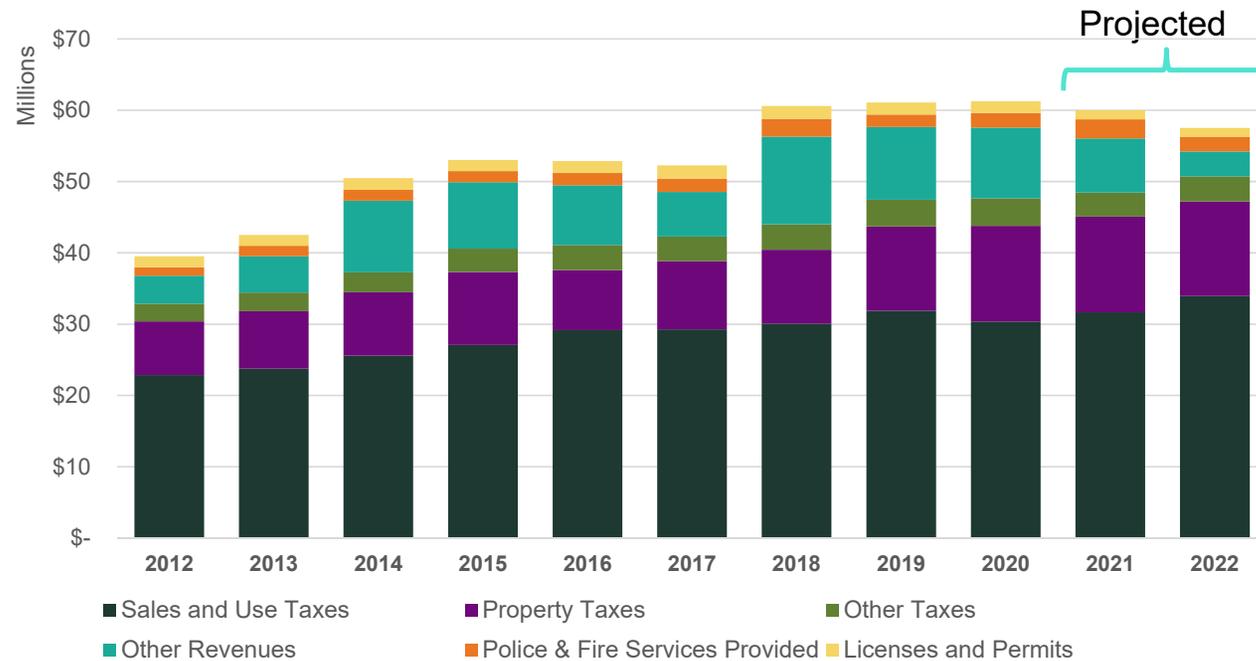


Background



- Incorporated in 1887
- 62,000+ population
- 9.12 sq. miles
- 2,000+ businesses
- National City Marine Terminal & Port of San Diego
- 87.2 acres of City park land
- Full service City with approximately 400 employees

Historical Revenue Trends



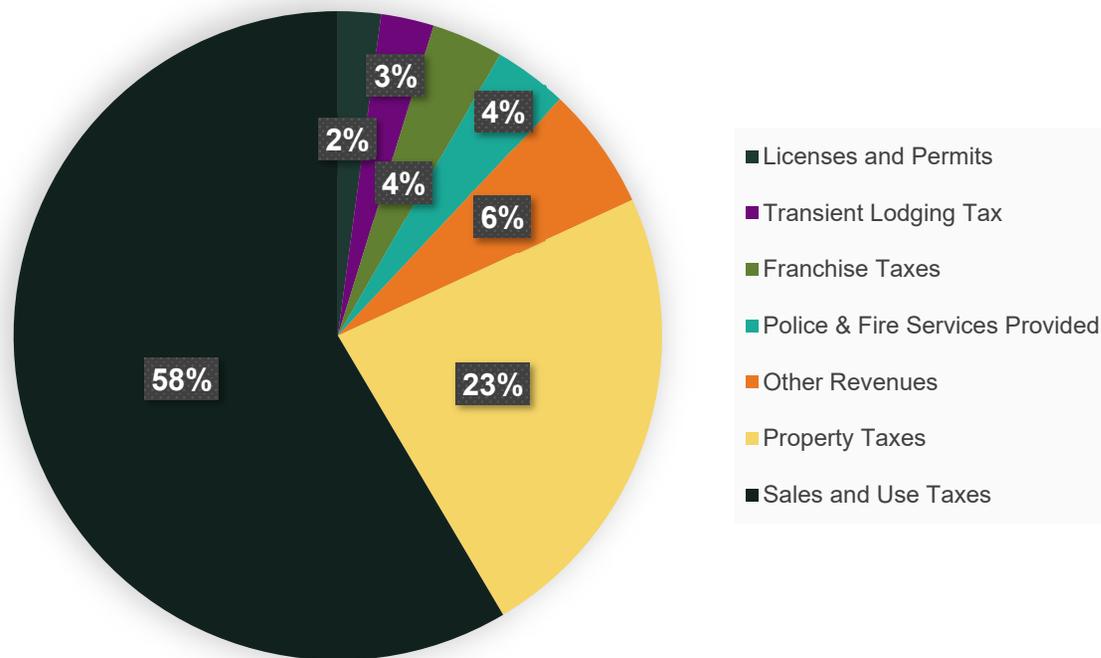
- Sales tax receipts grew an average of 5.2% per year from FYs 12-19 before falling, while property taxes grew an average of 4% over that same period & are expected to see modest continued growth through FY 22

General Fund Revenue per Capita Benchmark

FY19-20	Population 2020	Total General Fund Revenue	Revenue per Capita
Lemon Grove	26,526	15,366,235	\$ 579.29
Escondido	153,008	104,332,329	\$ 681.87
El Cajon	104,393	80,741,211	\$ 773.44
Imperial Beach	28,055	21,958,946	\$ 782.71
Chula Vista	272,202	214,009,616	\$ 786.22
San Marcos	97,209	77,670,594	\$ 799.01
National City w/o TUT	62,099	50,031,733	\$ 805.68
Santee	57,999	48,689,237	\$ 839.48
La Mesa	59,966	52,161,674	\$ 869.85
Vista	102,928	91,218,676	\$ 886.24
Oceanside	177,335	164,296,835	\$ 926.48
San Diego	1,430,483	1,356,987,000	\$ 948.62
National City	62,099	61,854,451	\$ 996.06
Poway	49,338	49,817,020	\$ 1,009.71
Encinitas	62,183	79,840,356	\$ 1,283.96
Carlsbad	114,463	166,346,239	\$ 1,453.28
Solana Beach	13,838	22,738,060	\$ 1,643.16
Coronado	21,381	60,381,139	\$ 2,824.06
Del Mar	4,268	18,862,045	\$ 4,419.41

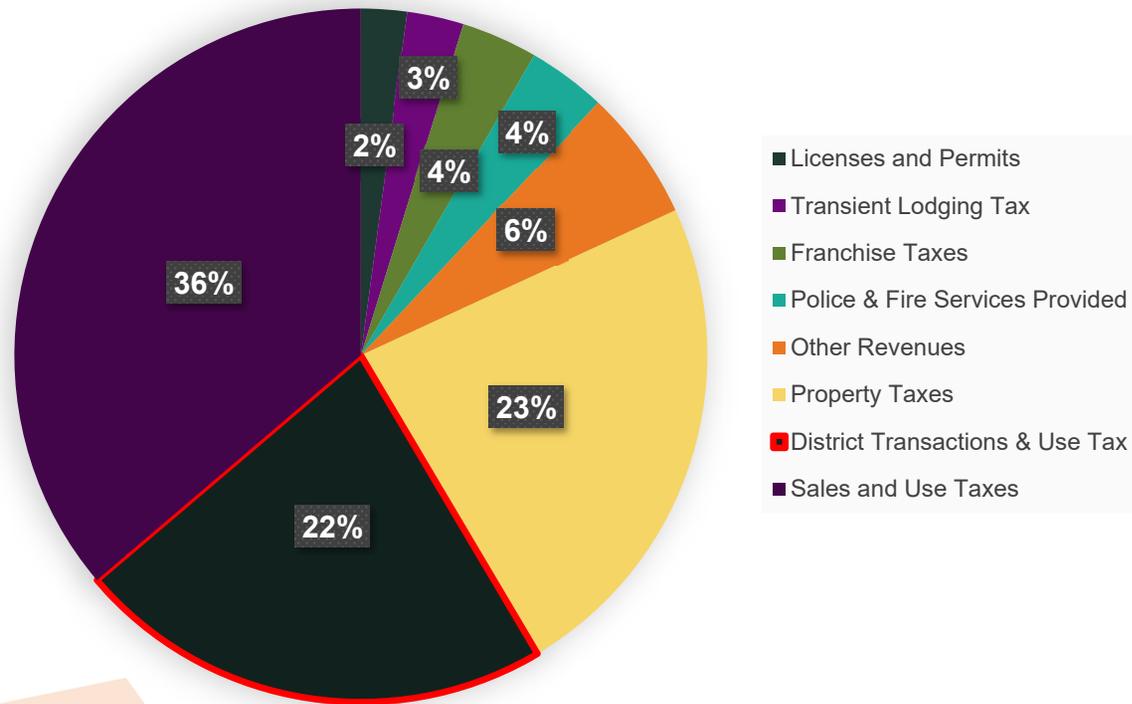
Revenue Trends

FY22 General Fund Revenue by Source



Revenue Trends

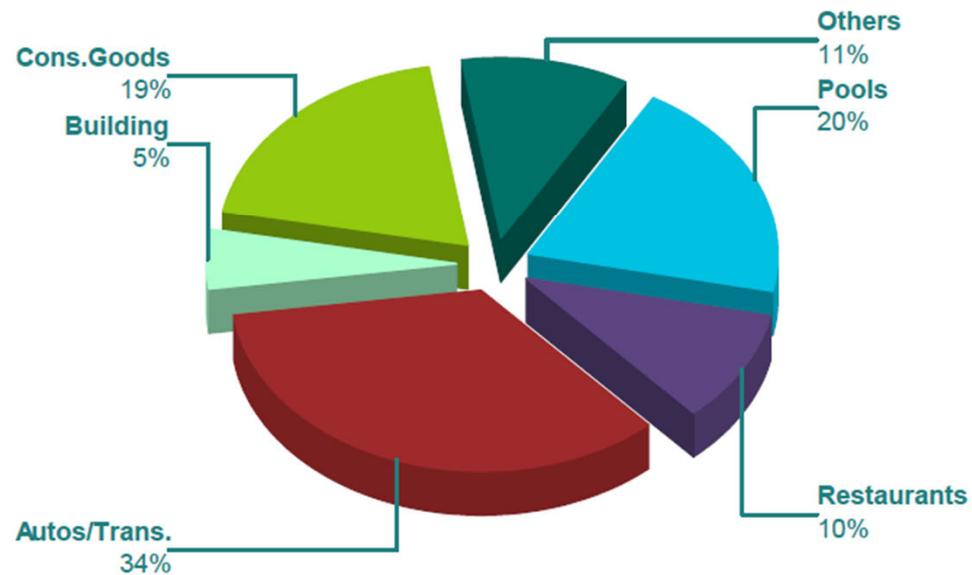
FY22 General Fund Revenue by Source



Sales Tax by Category

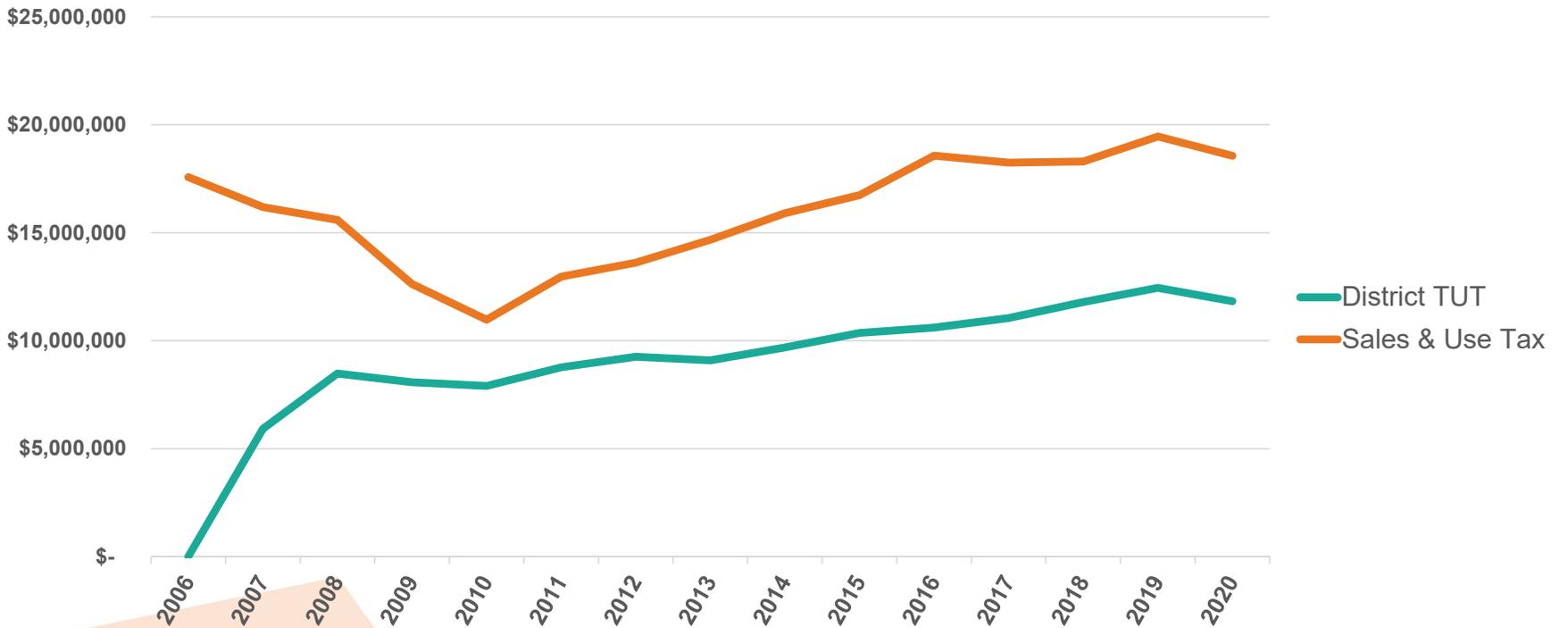
REVENUE BY BUSINESS GROUP

National City 1Q 2021*



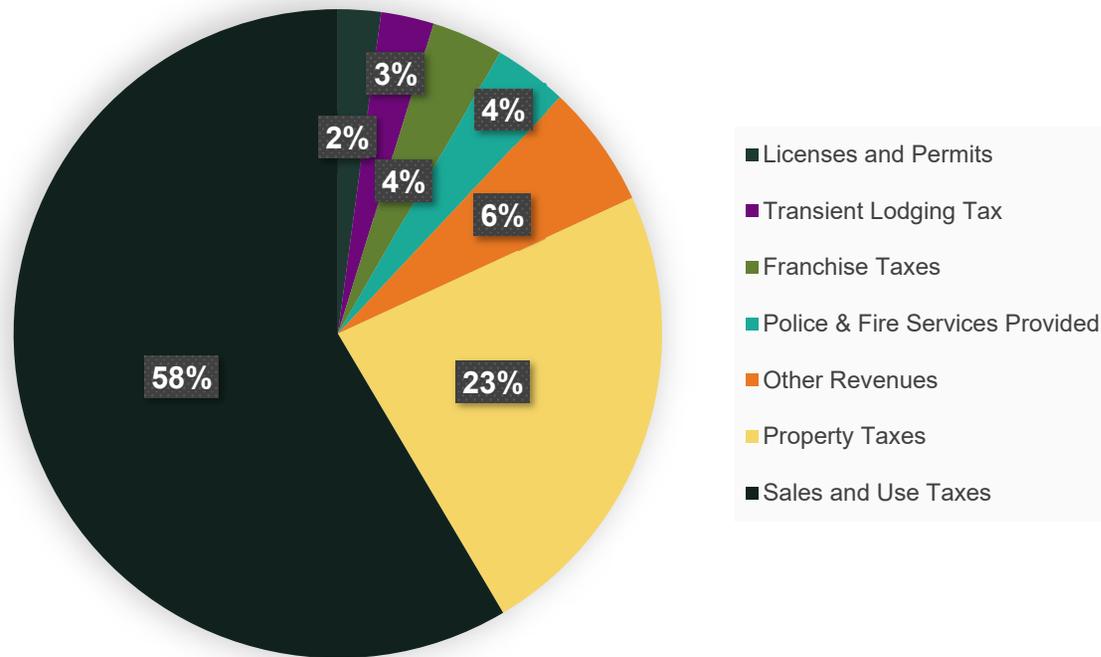
*ADJUSTED FOR ECONOMIC DATA

Sales Tax Revenue History



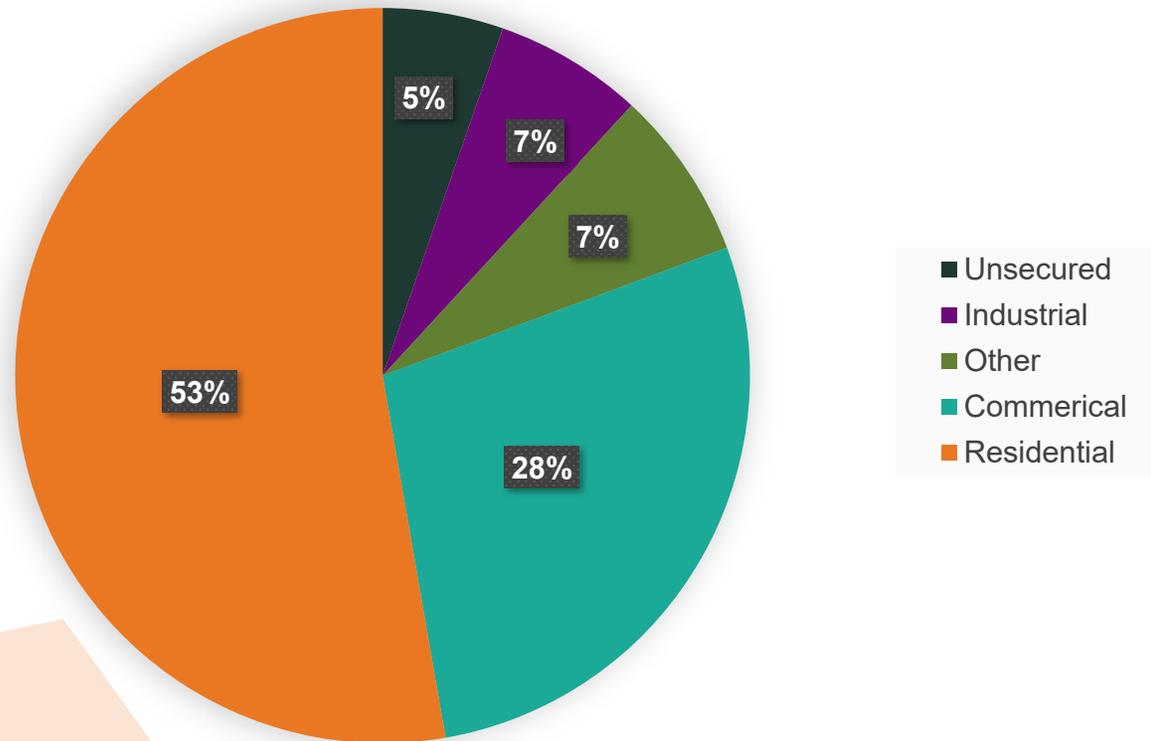
Revenue Trends

FY22 General Fund Revenue by Source



Property Tax Revenue

FY22 Taxable Assessed Property Values by Category



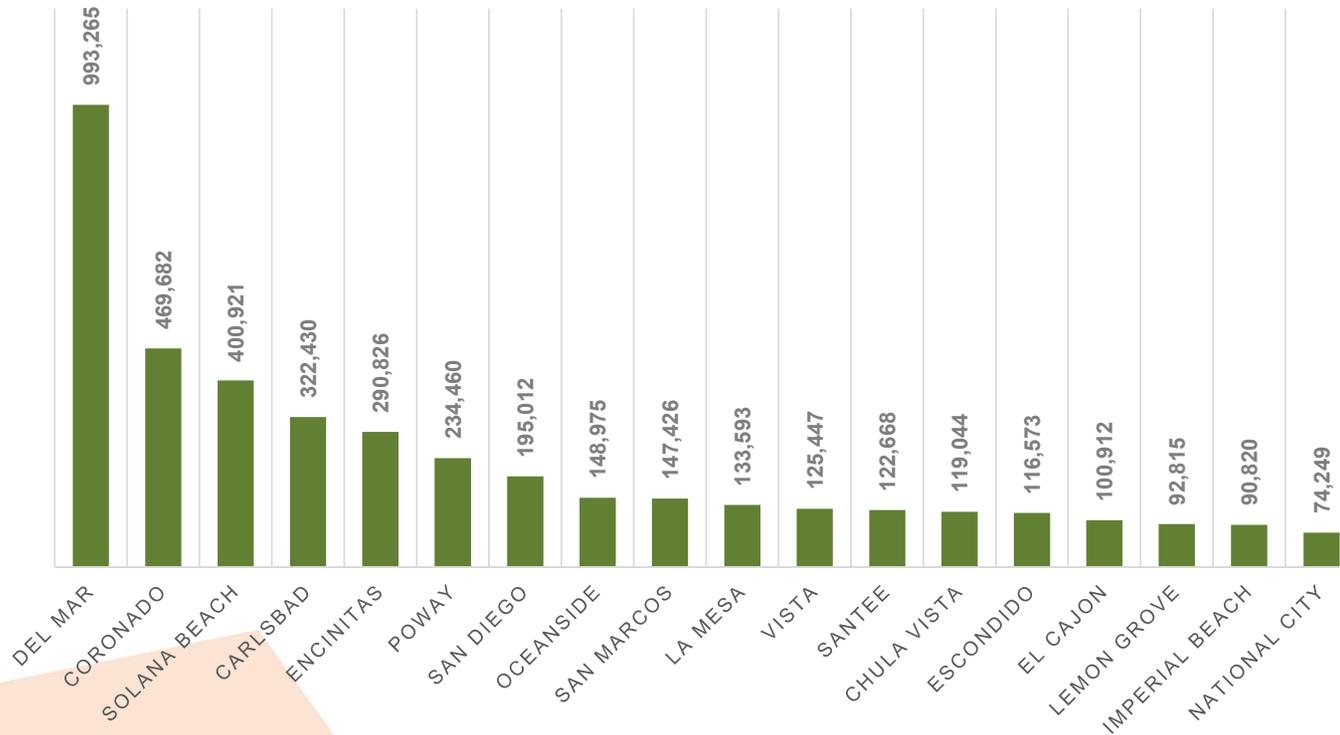
Property Tax Trends

National City Detached Single Family Residential Sales

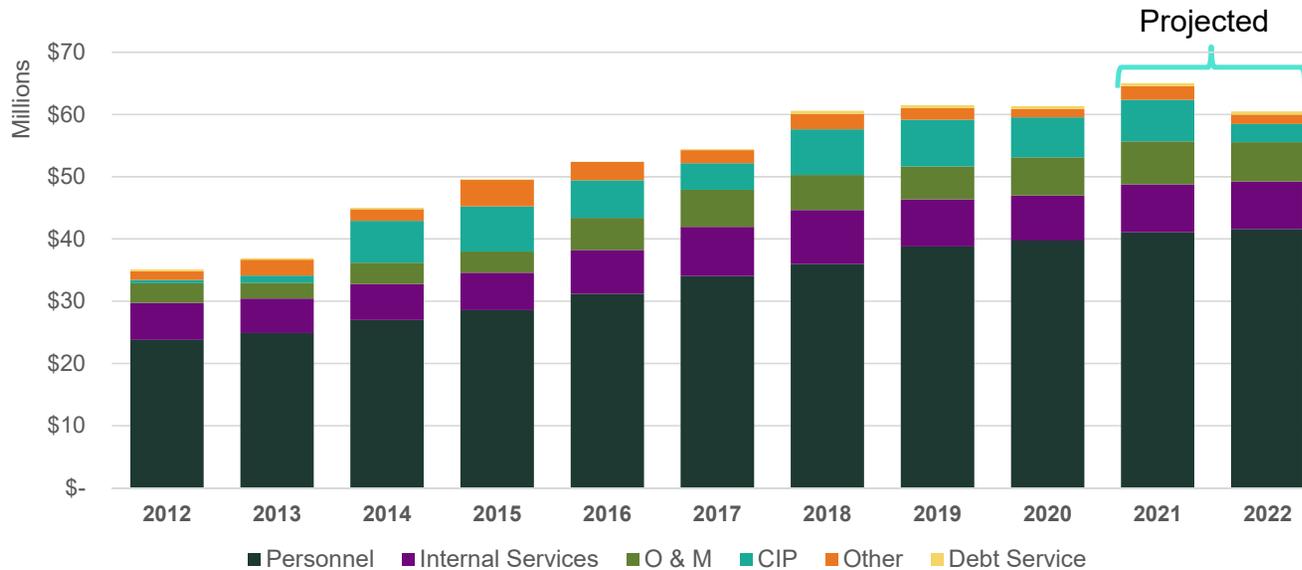


Property Tax Trends

TOTAL ASSESSED VALUE PER CAPITA FY21



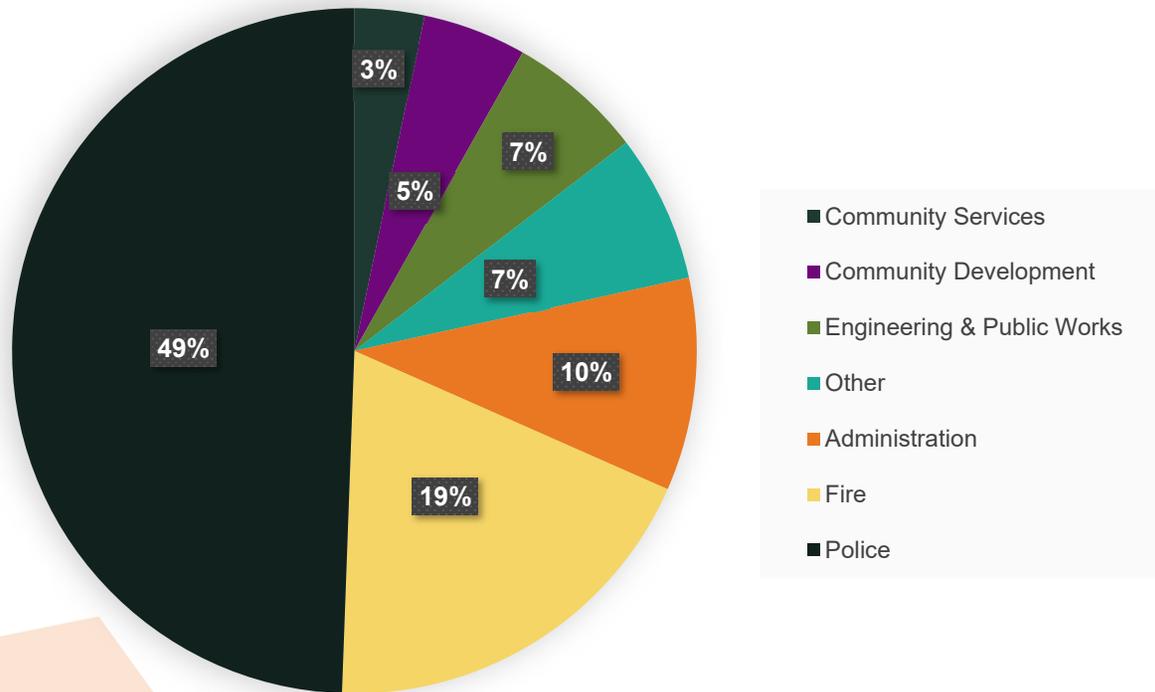
Historical Expenditure Trends



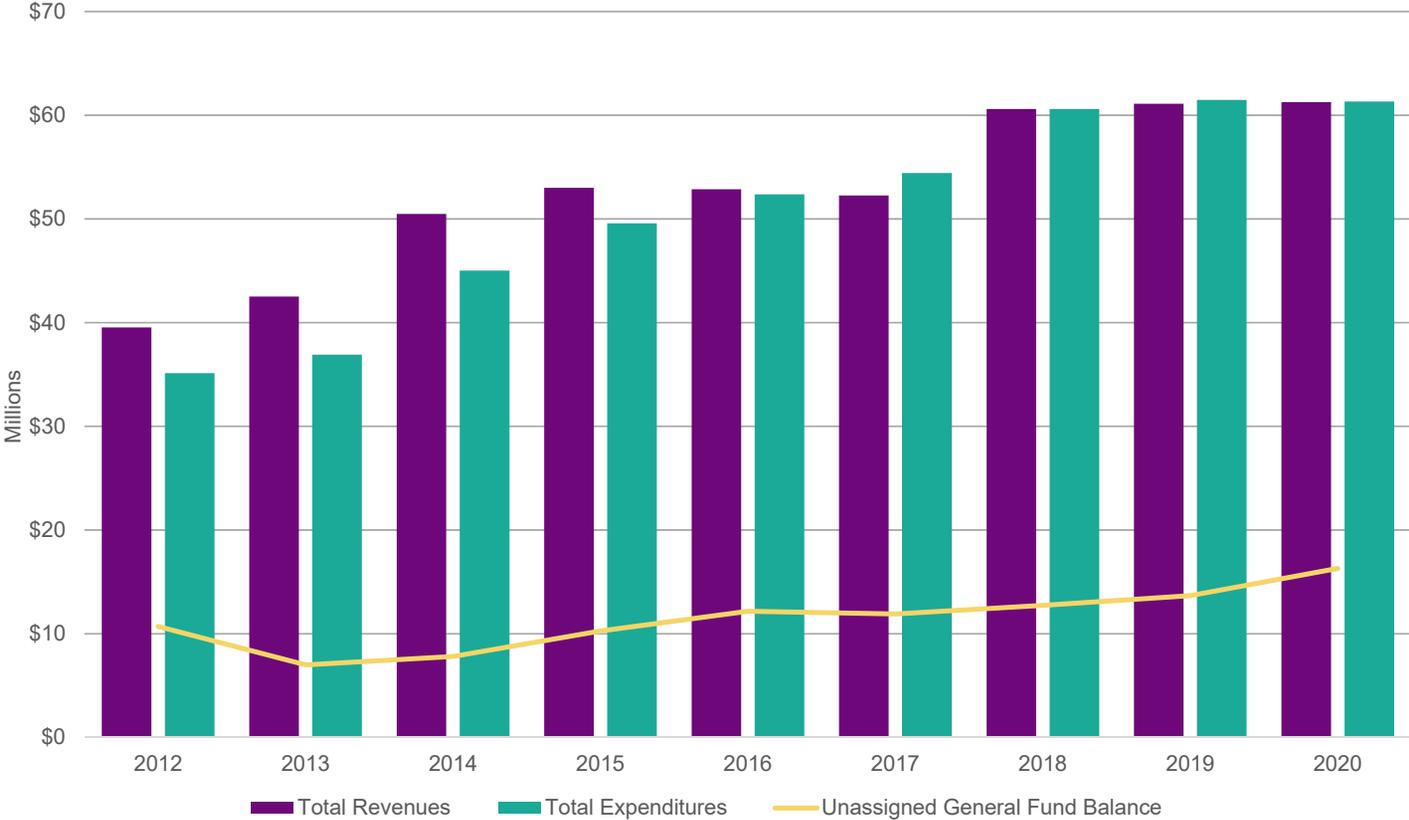
- Total personnel costs (salaries, overtime, worker's comp, health insurance, CalPERS, OPEB, other) will comprise 68% of FY 22 expenses
- Personnel expenditures have grown an average of 7.3% annually. Salaries an average of 4.6% per year & CalPERS costs an average of 10.3% over that same period

Expenditure by Department

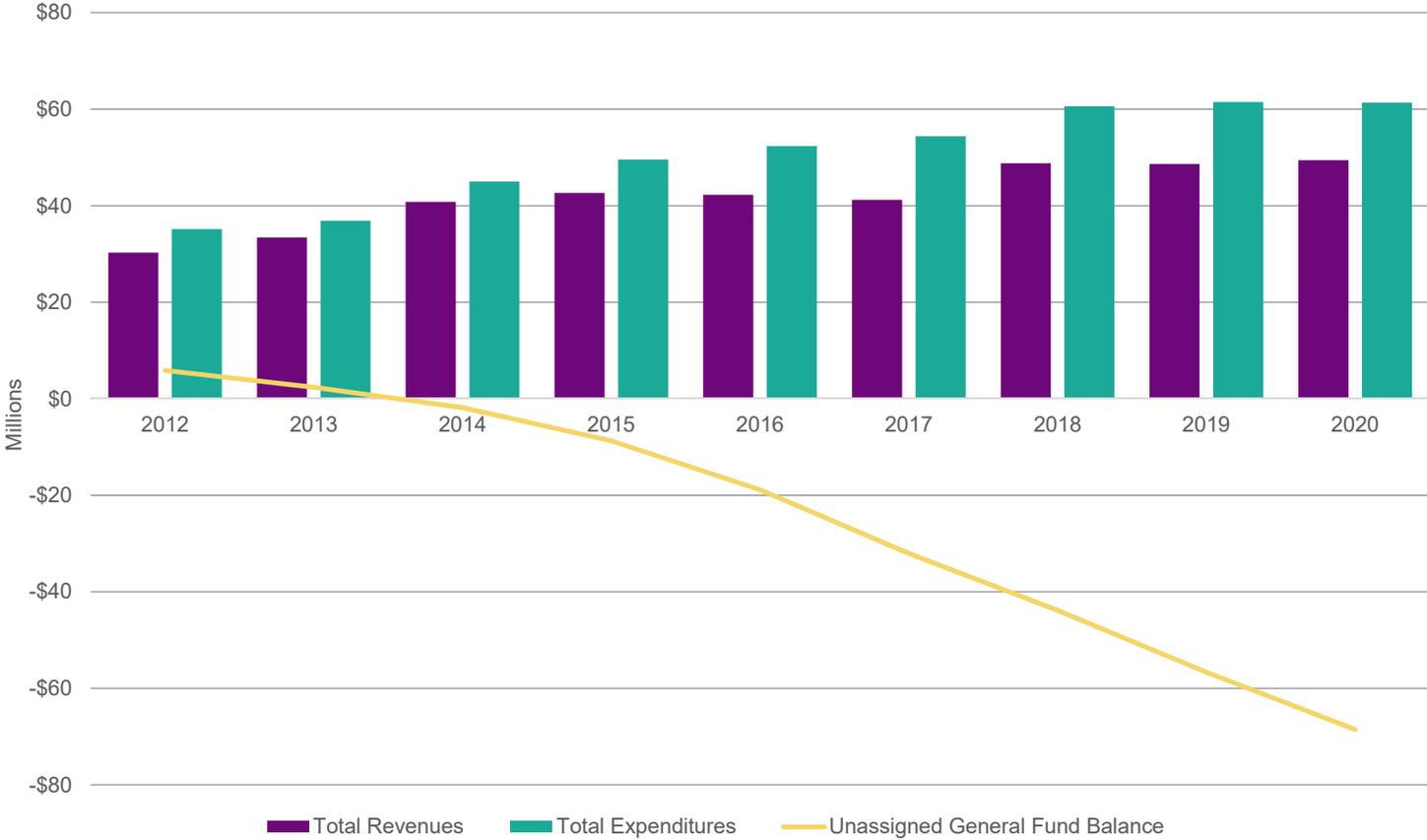
FY22 General Fund Expenditures by Department



Historical Fund Balance



Historical Fund Balance without TUT

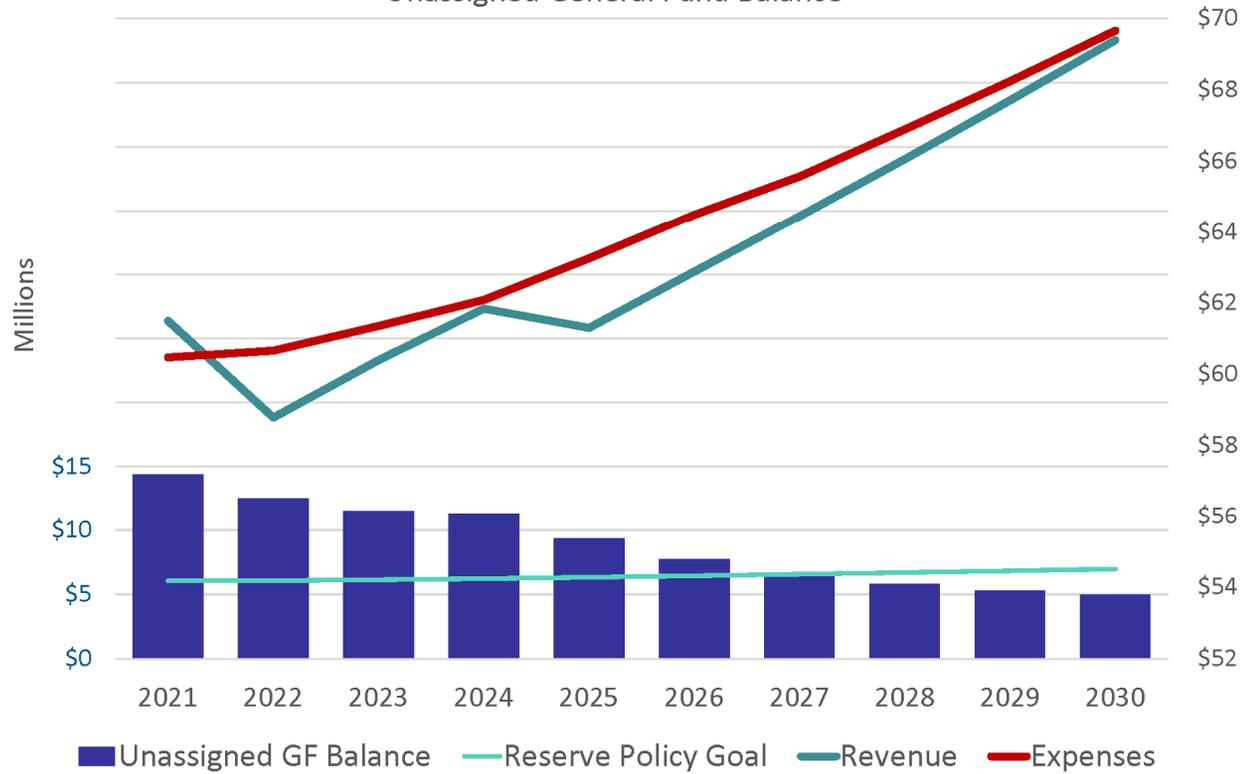


Current Reserves

Reserves	Target	Unaudited Est Balance 6/30/21	Policy
Unassigned Fund Balance	\$ 6,100,000	\$14,350,000	10% General Fund exp
Economic Contingency Reserve	\$ 12,200,000	\$ 12,200,000	20% General Fund exp
Liability Reserve	\$ 13,283,000	\$ 15,963,000	75% confidence level
Facilities Maintenance	\$ 2,745,000	\$ 2,745,000	4.5% General Fund exp
Vehicle Replacement	\$ 3,030,000	\$ 2,770,265	30% book value of vehicles
Pension Trust (115)	\$ 18,400,000	\$ 7,257,020	2 years UAL payments
OPEB Trust	\$ 4,560,000	\$ 3,556,331	80% OPEB liability

Financial Forecast

Projected Revenues, Expenditures, and Unassigned General Fund Balance



Forecast Revenue Assumptions

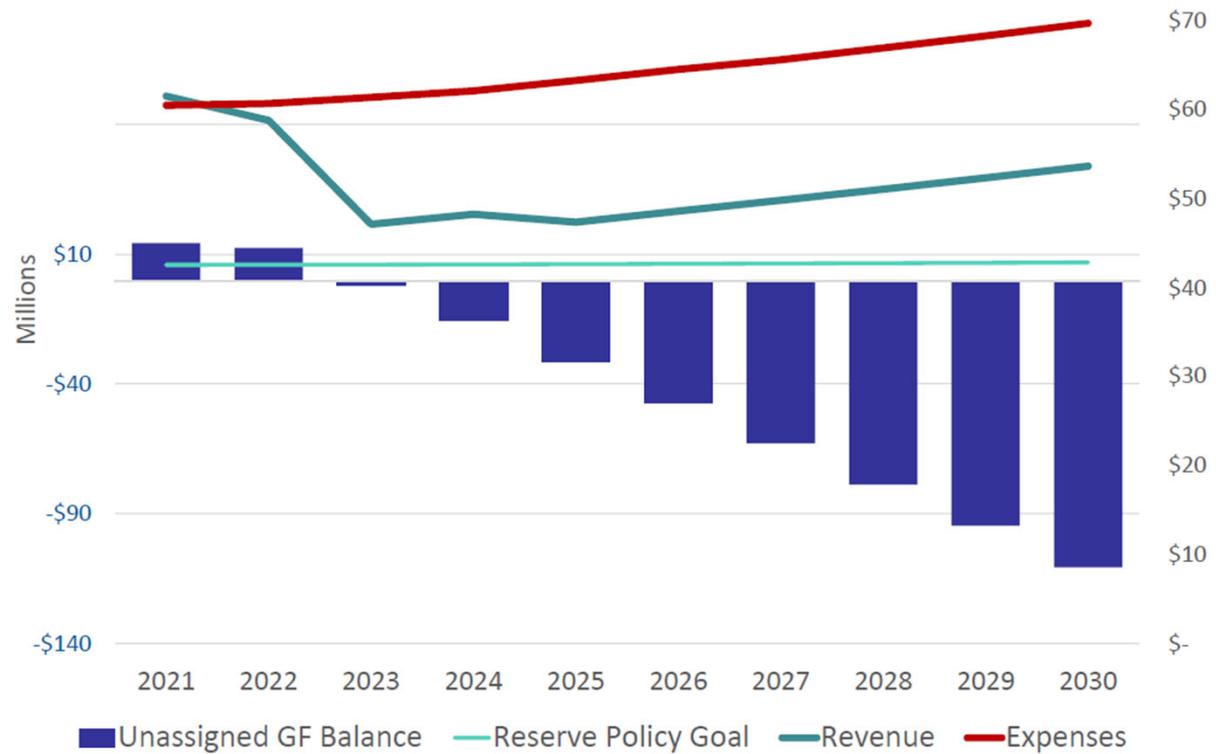
- 3% annual growth in:
 - Public safety services to neighboring agencies
- 2.5% annual growth in:
 - Property taxes
 - Sales taxes
- \$6M from American Rescue Plan Act
 - Pending City Council approval
- 2% annual growth in:
 - Transient lodging taxes
 - Franchise taxes
 - Licenses & permits
 - Vehicle code fines
 - Development services
- No growth in:
 - Investment earnings
 - Other revenue
 - Interfund transfers
 - Incremental (brand new) revenue sources

Forecast Expenditure Assumptions

- 3% annual growth in:
 - Police personnel costs
 - Emergency animal treatment
 - Street lights & signals
 - Vehicle repairs & replacement
 - Facility maintenance
- 2% annual growth in:
 - All non-police personnel costs
 - Professional & contract services
 - Insurance premiums
- CalPERS:
 - Issuance of \$75M of pension obligation bonds with 20 year term
 - Discount rate is reduced to 6.5% by Board in November
 - Normal cost increases
- Capital Improvement Plan (CIP)
 - No growth
 - Annual flat funding of \$2,175,430

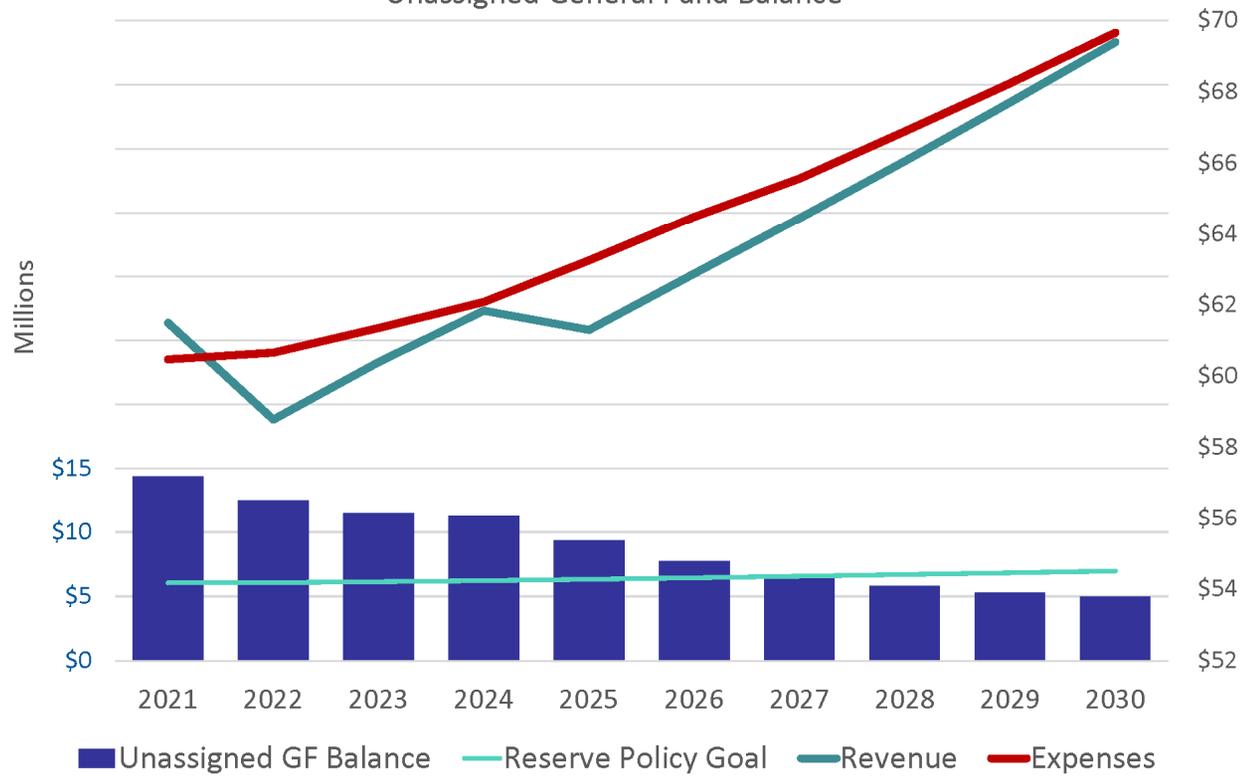
Financial Forecast without TUT

Projected Revenues, Expenditures, and Unassigned General Fund Balance



Financial Forecast

Projected Revenues, Expenditures, and Unassigned General Fund Balance



Data Requests & Questions



Schedule Next Meetings

November

December



Adjournment



Attachment 2

**2021 PROP D INDEPENDENT
REVIEW COMMITTEE**

November 2, 2021



Pledge of Allegiance



Agenda

- Approval of Minutes
- Public Comment
- Committee Role Refresher
- Mayor Sotelo-Solis
- Staff Presentation
- Committee Discussion of Recommendation

Committee Role Refresher



Your Role

- Review the City's General Fund financials to determine what the district transactions and use tax rate should be for the next five years, fiscal year 2023-2027
- Document the recommendation regarding the tax rate in a report to City Council
- City Council will consider the recommendation in early 2022

Mayor Sotelo-Solis

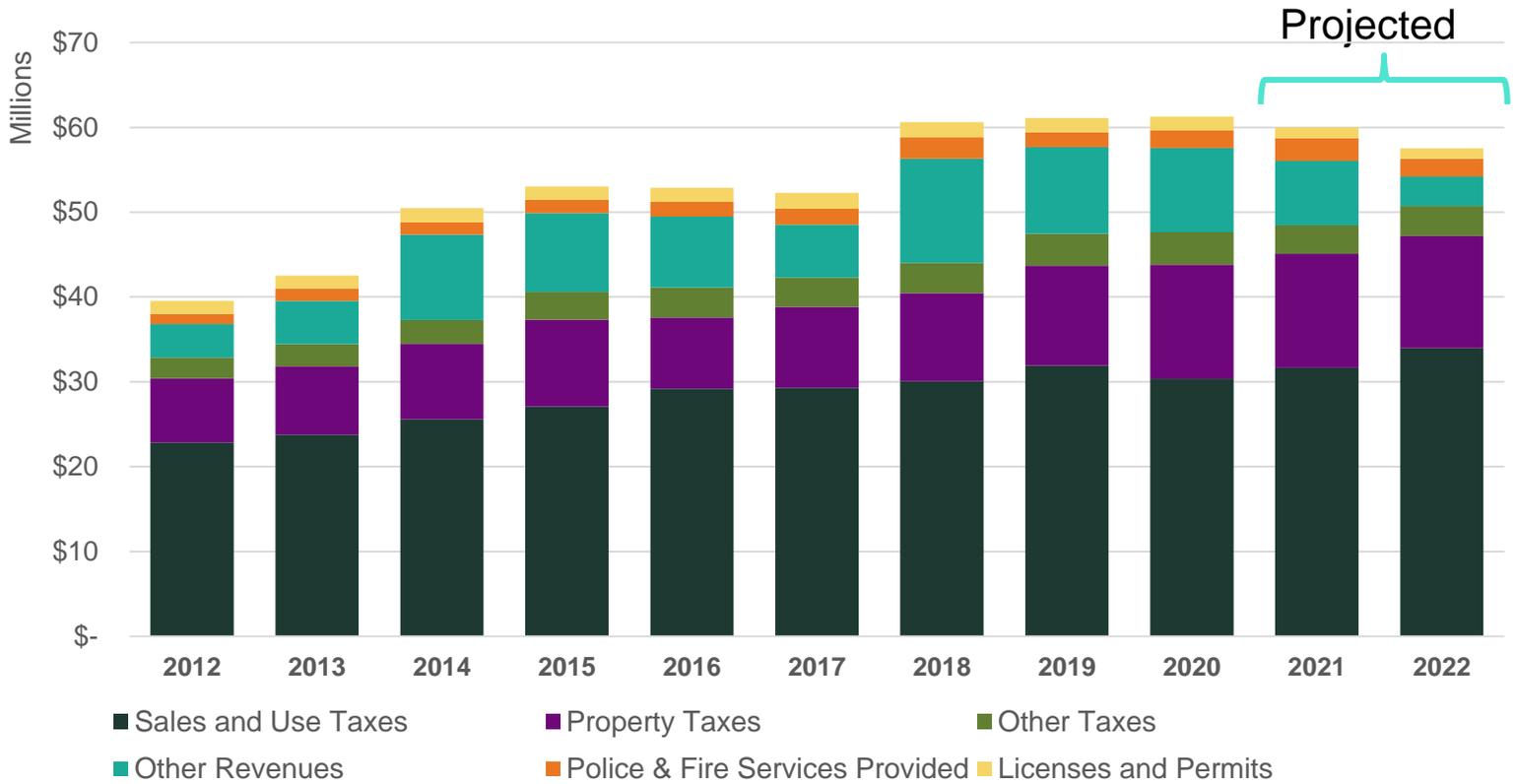


General Fund Financials

Clarifications, Personnel, Pension,
Economic Development, Financial
Management

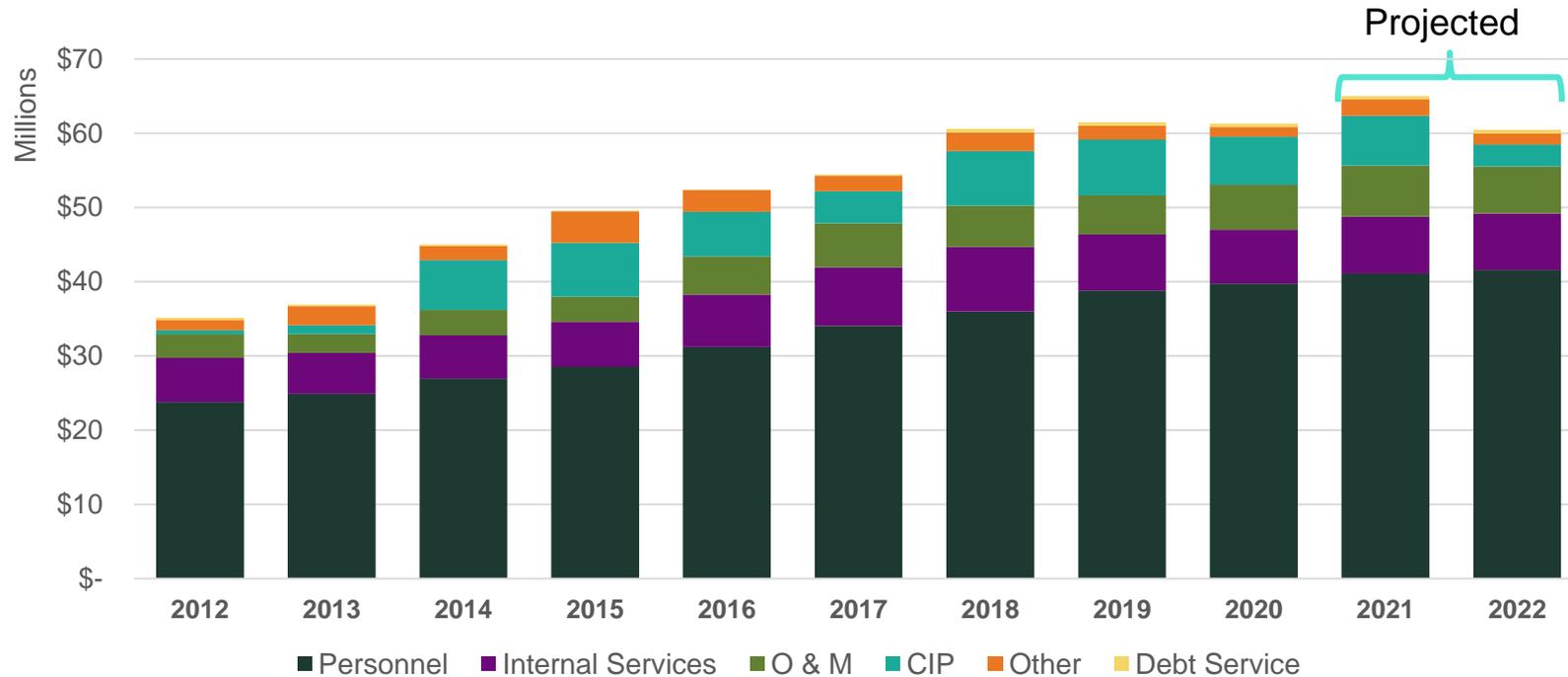


Historical Revenue Trends



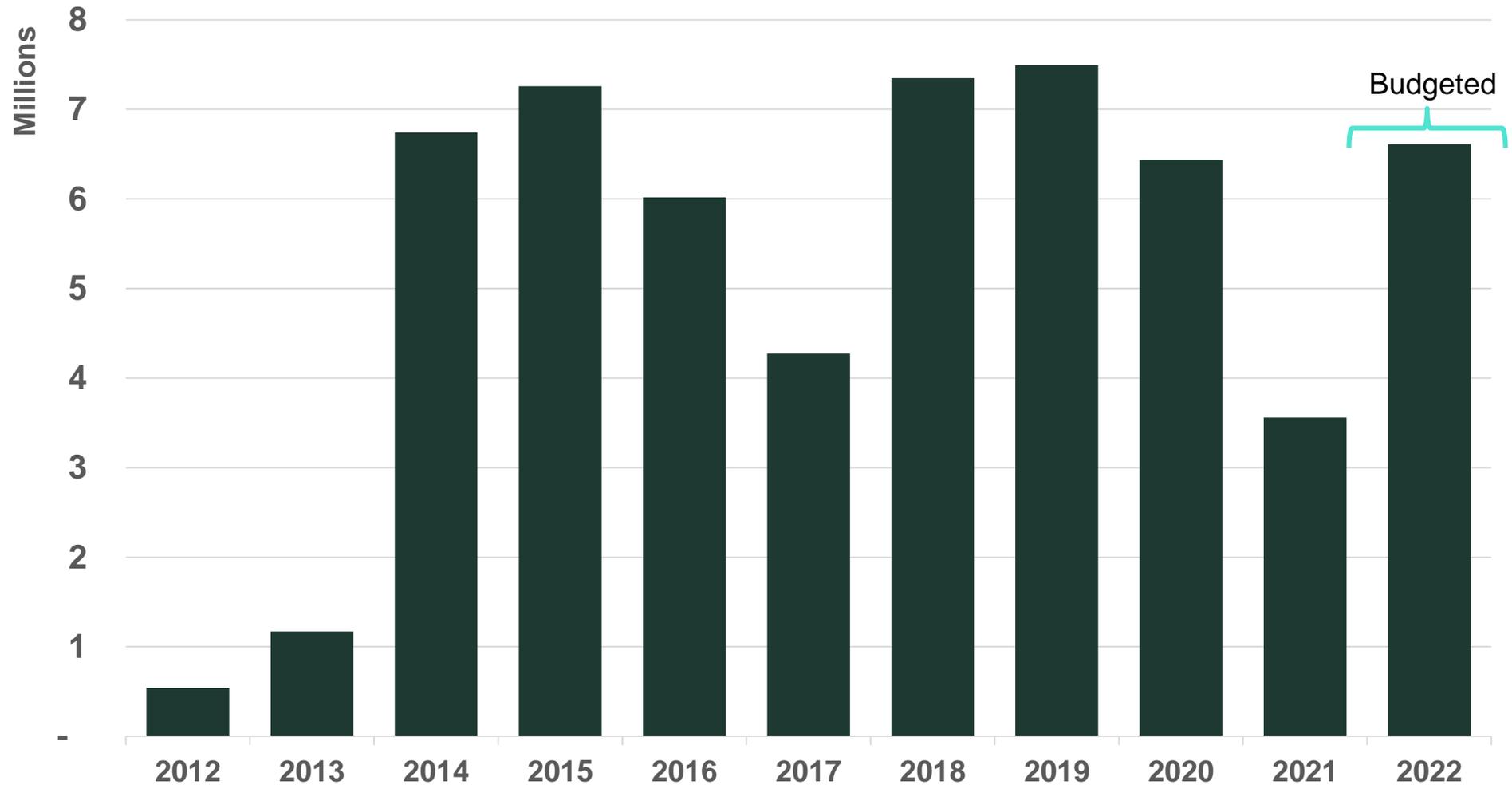
- Other Revenue – higher between FY2014-FY2021 for reimbursement from Successor Agency for two redevelopment CIP projects

Historical Expenditure Trends



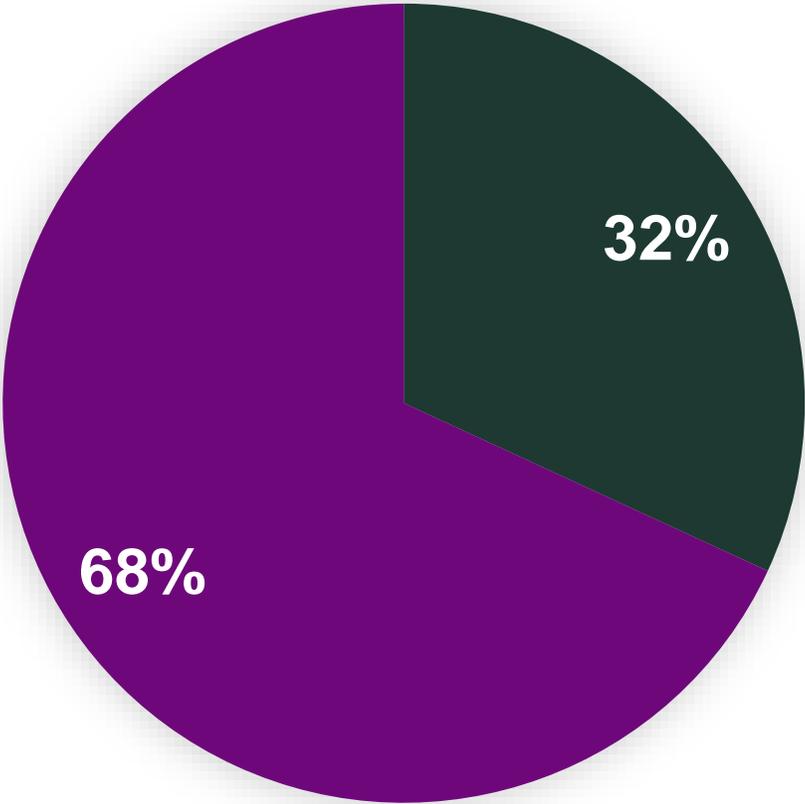
- Question last meeting about variation of CIP year to year and for FY22, reflected in the blue section of the bars above

CIP General Fund Expenditures



Personnel

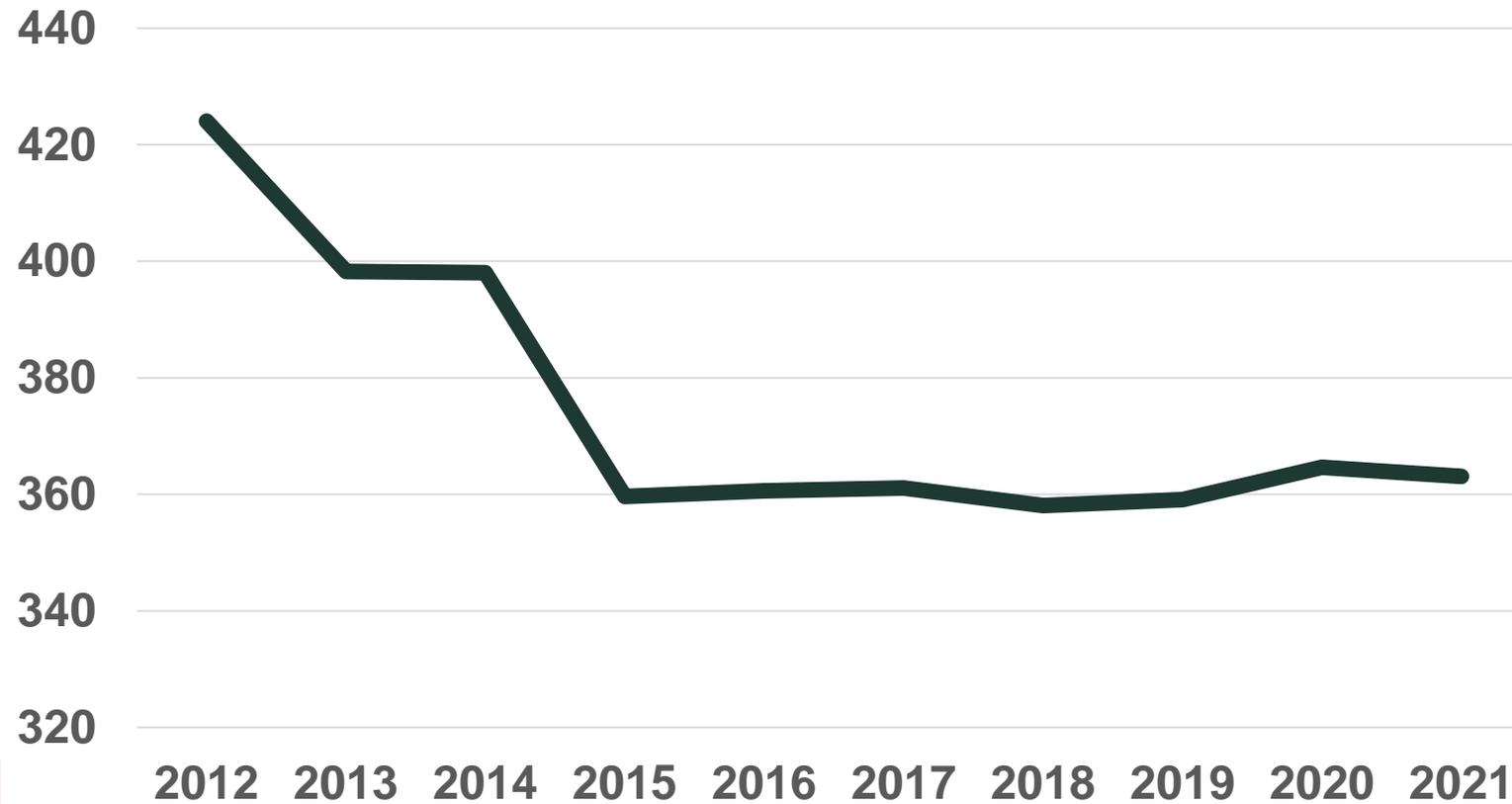
General Fund FY22 Expenditures



■ Non-Personnel ■ Personnel

Personnel

Total Budgeted FTEs



Personnel – Salary Groups

Group	Number of FTEs
Confidential	10
Elected	7
Executive	11
Firefighters' Association (FFA)	45
Municipal Employees' Association (MEA)	141
Management	28
Police Officers' Association (POA)	83
TOTAL	325

Personnel – MOUs

- All three represented groups in negotiations for agreements that will begin January 1, 2022
- Current POA agreement ties annual salary increases to between 2nd and 3rd position in regional compensation survey
- All other salary groups are paid below median of San Diego public agencies for comparable classifications

Personnel – Ten Year Historical Salary Increases by Labor Group

	Executive & Management	Confidential	FFA	MEA	POA
TOTAL	10%	16%	Battalion Chief – 18.75% Fire Captain – 23.0522% Deputy Fire Marshal – 23.0522% Fire Engineer – 23.7822% Firefighter – 22.3522%	13%	Lieutenant – 29.51% Sergeant – 33.44% Corporal – 36.57% Officer – 33.57%

Pension - CalPERS

The City pays CalPERS two ways:

- Annual lump sum for Unfunded Accrued Liability (UAL)
 - “Debt” to CalPERS, which is amortized over 20 year periods and charged interest (currently 7%)
- Normal cost, or percent of payroll for active employees
 - About 21.5% for safety & 12% for non-safety

Pension - CalPERS

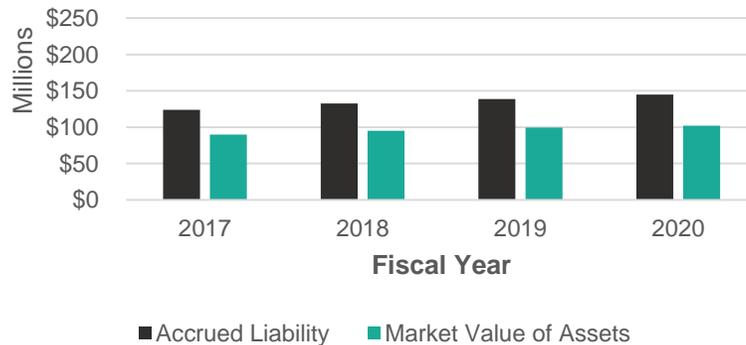
- \$7,607,221 or 12.6% of FY22 General Fund Budget for annual UAL payment
- Annual UAL payment has increased 24.3% over last five years
- CalPERS changes on the horizon
 - FY21 performance, 21.3% returns and 6.8% discount rate reduction
 - Mid-November Board meeting to determine further discount rate reduction
 - A 6.5% discount rate will result in our annual UAL going up 42.8% over the next five years

Funded Status CalPERS Pension Plans

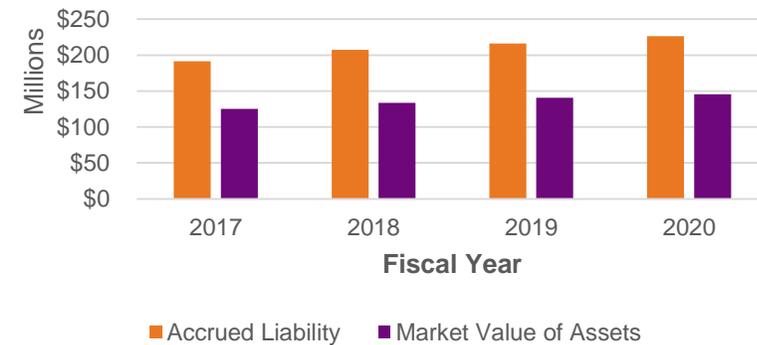
Miscellaneous Plan: \$42.7M UAL*

Safety Plan: \$80.8M UAL*

Accrued Liability vs. Market Value of Assets

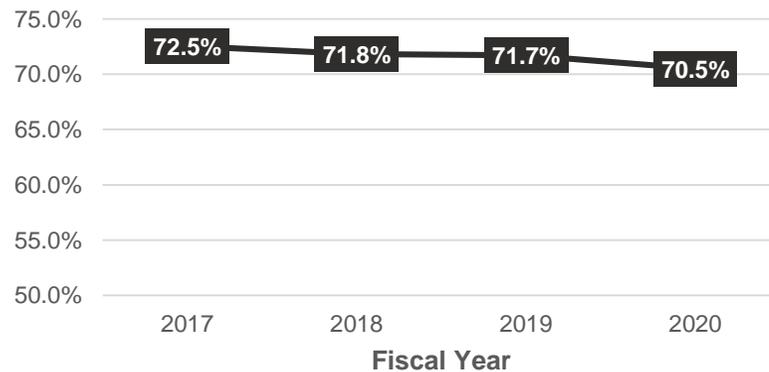


Accrued Liability vs. Market Value of Assets

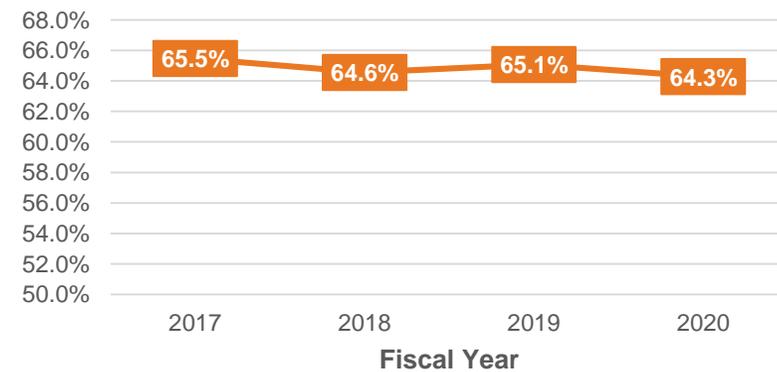


Source: CalPERS Annual Valuation Reports (2018-2020)
* UAL as of June 30, 2020.

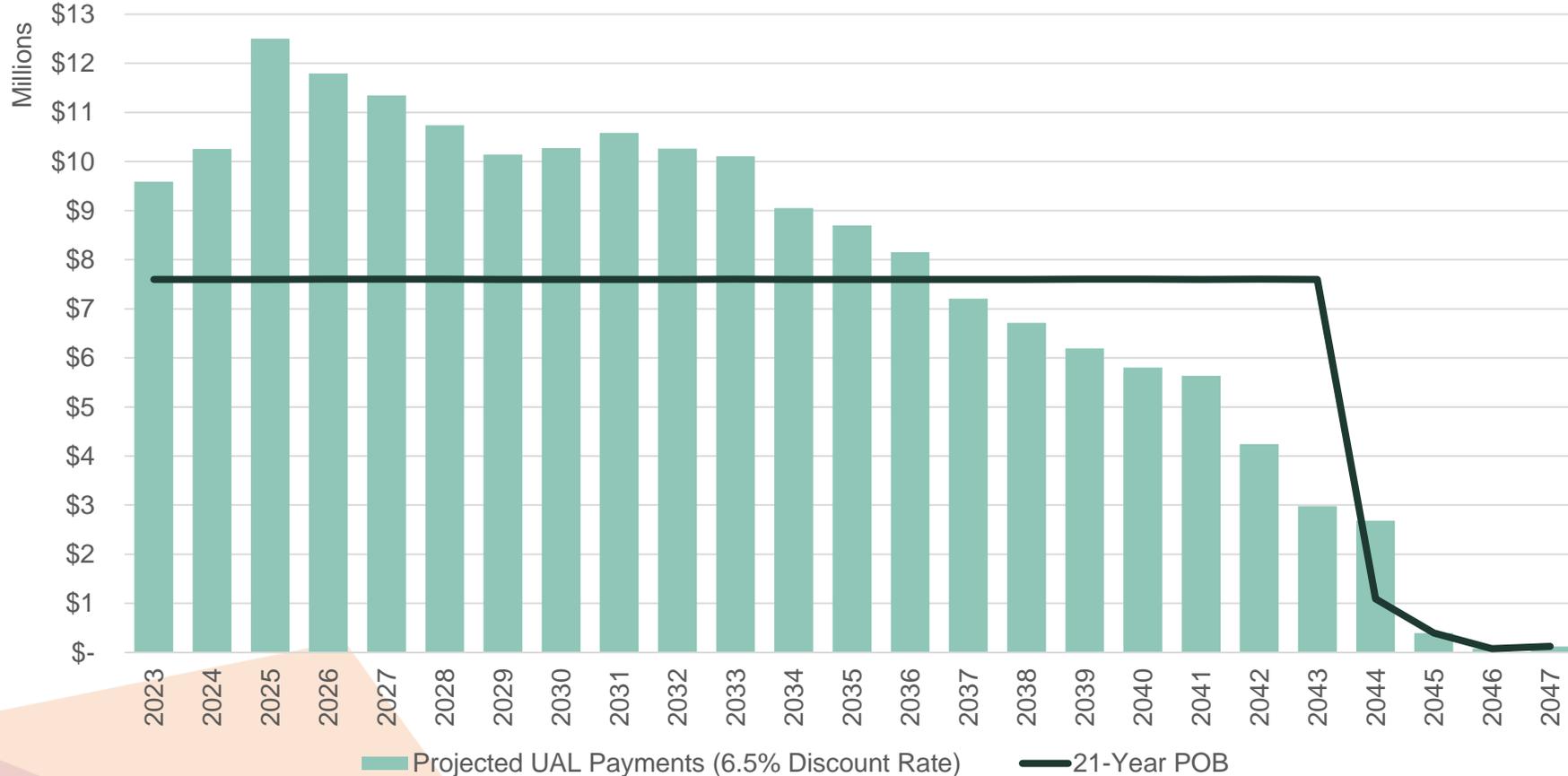
Funded Ratio



Funded Ratio



2021 Pension Obligation Bonds



Estimated POB Savings

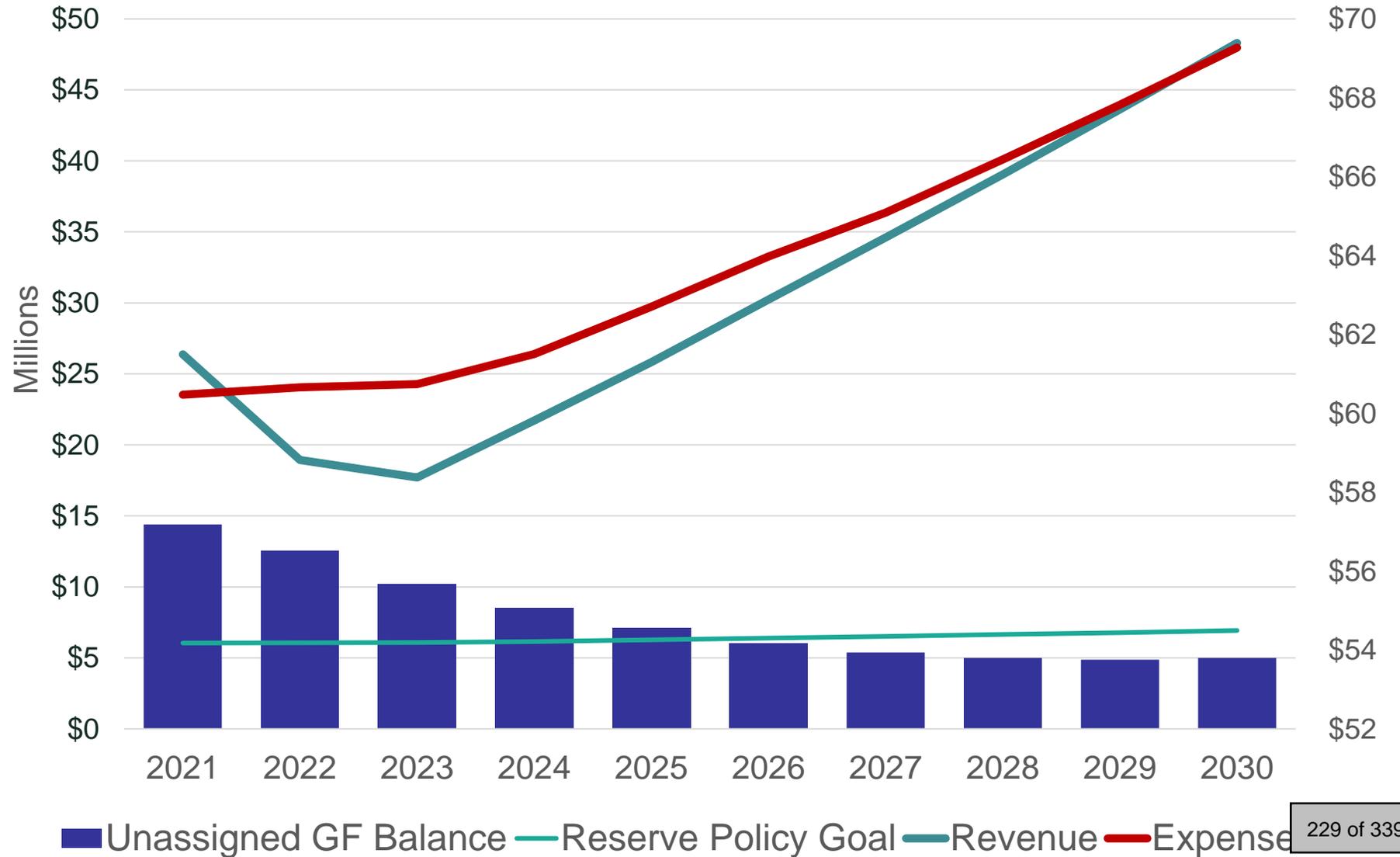
Metrics	21-Year POB
\$ UAL Funded (11/16/21)	\$83,260,000
% UAL Funded (Current Asset Valuations)	70%
Funded Ratio (Current Asset Valuations)	90%
Projected UAL After 6.5% Discount Rate	\$111,650,223
% UAL Funded (Projected After FY 2021 Returns & 6.5% Discount Rate)	75%
Funded Ratio (Projected After FY 2021 Returns & 6.5% Discount Rate)	95%
Maturity	21 Years
Average Life	11.7 Years
All-In Interest Rate	3.12%
Present Value Savings (%)*	25.88%
Present Value Savings (\$)	\$23,306,235
Cumulative Savings	\$24,025,366
Savings (2023-2036)	\$36,935,116
Avg. Annual Savings (2023-2036)	\$2,638,223
Avg. POB + Unrefunded UAL Payments (Through Maturity)	\$7,610,162

Pension Summary

- \$84M POBs price today!
- POB issuance built into previous financial forecast at higher annual payment than final numbers
- Increased term from 20 to 21 years and increased size from \$73M to \$84M = reduced annual payment
- Updated financial forecast model on following slide

Financial Forecast

City of National City
 Projected Revenues, Expenditures, and
 Unassigned General Fund Balance



Economic Development



CarMax

- On City Council agenda tonight for approval
- Expected completion in FY2025
- Property and sales tax revenue increase unquantified



Cannabis

- Ordinance approved May 2021
- City Council special meeting tonight
 - Will likely allow six commercial cannabis licenses
- Targeting 5% gross receipts for negotiated Development Impact Fee

Port of San Diego National City Bayfront

- Working with Port to rebalance land use in the Marina District
- Draft Environmental Impact Report in public comment period
- Proposed projects include rezoning of City land to allow for development of hotels, restaurants, and entertainment
- New development will likely generate revenue at the end or after the five year period (FY23-27) of focus for this committee

Financial Management



Policies

- Credit rating increased from A+ (strong) to AA- (very strong)
- Mainly due to City's improved financial management since previous rating in 2013
 - Council adopted policies for debt, pensions, reserves
 - Quarterly budgeting & investment reporting
 - Ten year forecasting
 - Reserves funded
- History of clean annual independent financial audits

Committee Recommendation Discussion



Adjournment



RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING THE REPORT AND RECOMMENDATION OF THE APPOINTED PROPOSITION “D” INDEPENDENT REVIEW COMMITTEE TO MAINTAIN THE CITY OF NATIONAL CITY DISTRICT TRANSACTIONS & USE TAX AT THE CURRENT RATE OF 1% FOR THE NEXT FIVE YEARS, PURSUANT TO THE PROVISIONS OF SECTION 4.160.180 OF THE CITY OF NATIONAL CITY MUNICIPAL CODE

WHEREAS, in June, 2006, the voters of the City of National City (“City”) approved a one percent (1%) district transactions & use tax; and

WHEREAS, the tax included the requirement that “every fifth year” an independent committee of financial experts would be convened for the purpose of making a recommendation to the Mayor and City Council as to whether the tax shall remain in effect at the rate of one percent, be reduced to a lesser rate, or be terminated; and

WHEREAS, the Fiscal Year 2022 Independent Committee, consisting of Ray Major from SANDAG, Meya Alomar from the City of Chula Vista, and Dr. Sherry Ryan from the San Diego State University School of Public Affairs, serving as the committee chair, held a series of three (3) public meetings during October and November 2021 and launched an extensive review of the City’s financial records; and

WHEREAS, the committee now brings forward its report and recommendation pursuant to the voter-approved ballot initiative and Section 4.160.180 of the City of National City Municipal Code recommending the district transactions & use tax at the current rate of 1% for the next five (5) years; and

WHEREAS, City staff recommends City Council to accept the report and recommendation of the appointed Proposition “D” Independent Review Committee to maintain the City of National City District Transactions & Use Tax at the current rate of 1% for the next five years, pursuant to the provisions of Section 4.160.180 of the City of National City Municipal Code.

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

Section 1: Accepts the report and recommendation of the appointed Proposition “D” Independent Review Committee to maintain the City of National City District Transactions & Use Tax at the current rate of 1% for the next five years, pursuant to the provisions of Section 4.160.180 of the City of National City Municipal Code.

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

///

PASSED and ADOPTED this 18th day of January, 2022.

Alejandra Sotelo-Solis, Mayor

ATTESTS:

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 Initiating a Street Vacation of a portion of Kimball Way, north of East 14th Street and northwest of the intersection with 'F' Avenue, as part of the Kimball Highlands and San Ysidro Health \(PACE\) Clinic project. \(Applicant: Excel Engineering\) \(Case File No. 2021-23 SC\) \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California Initiating a Street Vacation of a portion of Kimball Way, north of East 14th Street and northwest of the intersection with 'F' Avenue, as part of the Kimball Highlands and San Ysidro Health (PACE) Clinic project. (Applicant: Excel Engineering) (Case File No. 2021-23 SC)

PREPARED BY: Martin Reeder, AICP *MR*

DEPARTMENT: Community Development

PHONE: 619-336-4313 |

APPROVED BY: _____
Director of Community Development

EXPLANATION:

The applicant is proposing to vacate Kimball Way between 'F' Avenue and East 14th Street. The vacation is in association with the Kimball Highlands (Community HousingWorks) and San Ysidro Health PACE Clinic projects, currently under review. The area to be vacated would be converted to a pedestrian corridor and would become private property, being added to the properties on either side of the area (per underlying fee title). As part of the overall development, a rededication of public right-of-way will create a cul-de-sac northwest of the vacation area.

The attached background report describes the proposal in detail.

FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Not a project per California Environmental Quality Act (CEQA)

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends that the City Council initiate the street vacation.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- | | |
|----------------------------|----------------------|
| 1. Background Report | 4. Project Rendering |
| 2. Street Vacation Exhibit | 5. Project Timeline |
| 3. Site Photos | 6. Resolution |

BACKGROUND REPORT

Staff Recommendation

Staff is recommending that the City Council initiate the street vacation request. Vacation of the street in this area will ensure the success of the Kimball Highlands project, which will provide 143 units affordable to low-income families and individuals with incomes ranging from 30% to 70% of Area Median Income (AMI), as well as the San Ysidro Health PACE clinic.

Executive Summary

The applicant is proposing to vacate Kimball Way between 'F' Avenue and East 14th Street. The vacation is in association with the Kimball Highlands (Community HousingWorks) and San Ysidro Health PACE Clinic projects, which is currently under review. The existing wireless communications facility located on Kimball Way in the rear of the 99 Cents Only parking lot is proposed to be relocated as part of the overall project. The closure of Kimball Way in this location was contemplated as part of the 2011 Land Use Update and was included in the traffic analysis for the General Plan at that time.

Kimball Highlands Project

Kimball Highlands is a two-property infill multi-family apartment development, with one property located at 14th Street and Kimball Way at 'F' Avenue (Site 1, 61 units), and the second property located at 1221 'D' Avenue (Site 2, 84 units). The two sites are located within walking distance of each other (approximately 525 feet). Site 1 is 0.95 acres in size and Site 2 is 1.73 acres in size. Site 1 will also include the PACE clinic and is the property associated with this street vacation request. A rendering of the site buildout is included as Attachment 4.

The development is in accordance with the fully executed Disposition and Development Agreement (DDA) between Community HousingWorks (CHW), the Community Development Commission-Housing Authority of the City of National City (CDC-HA), and San Ysidro Health. The DDA provides a loan from the CDC-HA to CHW to finance the acquisition, construction, and development of the project. A detailed timeline of the project is included as Attachment 5.

Street Vacation

The area of right-of-way to be vacated would be converted to a pedestrian corridor and would become private property, being added to the properties on either side of the area (per underlying fee title). As part of the overall development, a rededication of public right-of-way will create a cul-de-sac northwest of the vacation area. Emergency access would be maintained through the area, as required by the Fire Department. While design details

of the emergency access are yet to be finalized, a system of strobe-activated collapsible bollards and Grasscrete paving are a likely candidate for inclusion in the design. Existing utilities in the area would be relocated based on the requirements of the respective utility. The total area of right-of-way to be vacated (minus the area to be rededicated) is approximately 8,110 square feet (0.19 acres).

If initiated, the Planning Commission would subsequently hold a hearing to consider the conformity of the proposed vacation with the General Plan. The City Council would then hold a public hearing to consider the Planning Commission's determination of conformity along with staff's report and recommendation and any community input.

OPTIONS

1. Initiate the Street Vacation request; or
2. File the report (deny).

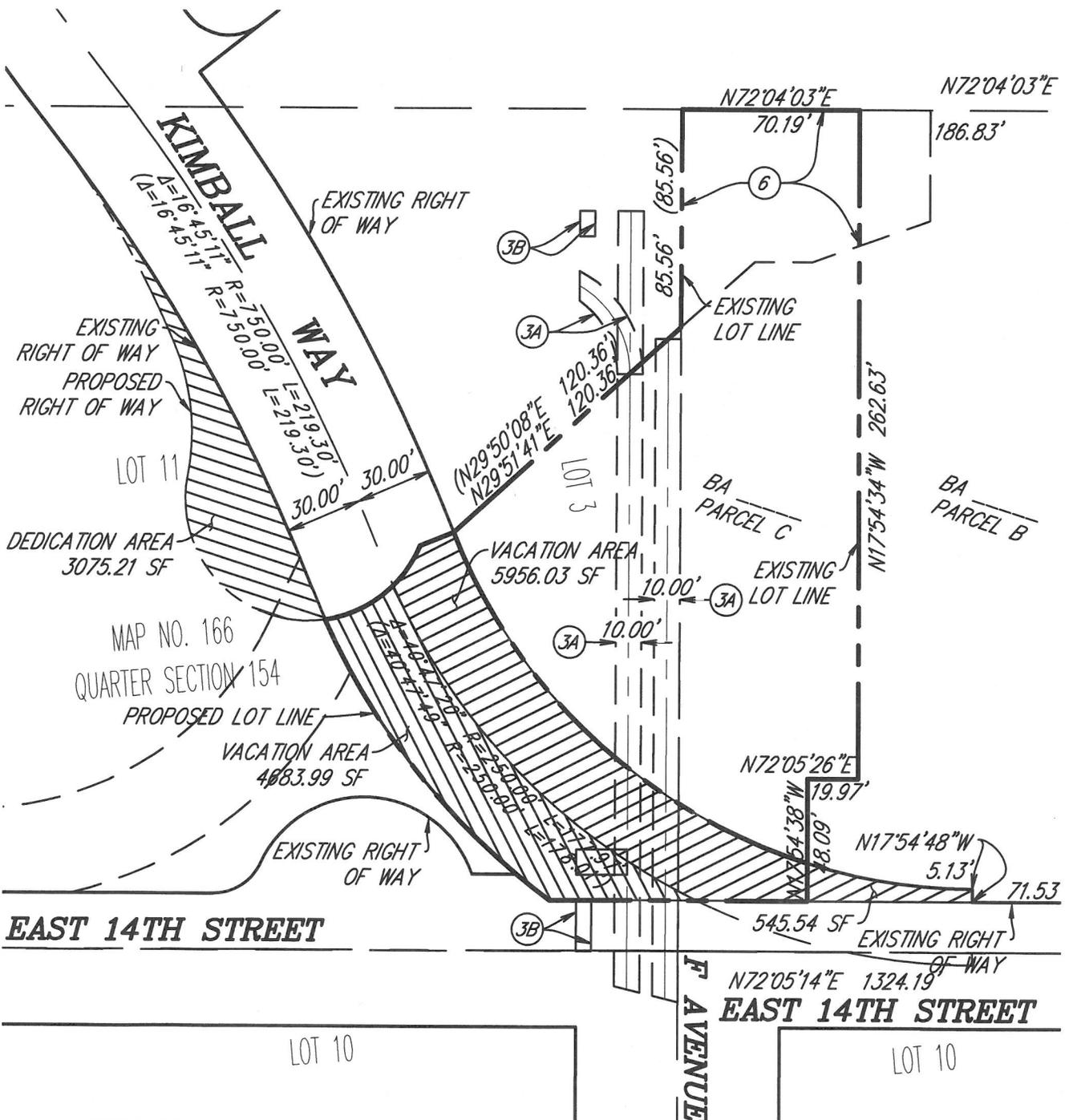
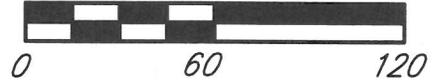
2021-23 SC – Kimball Way, north of intersection with 'F' Avenue and north of East 14th Street



STREET VACATION EXHIBIT



SCALE: 1"=60'



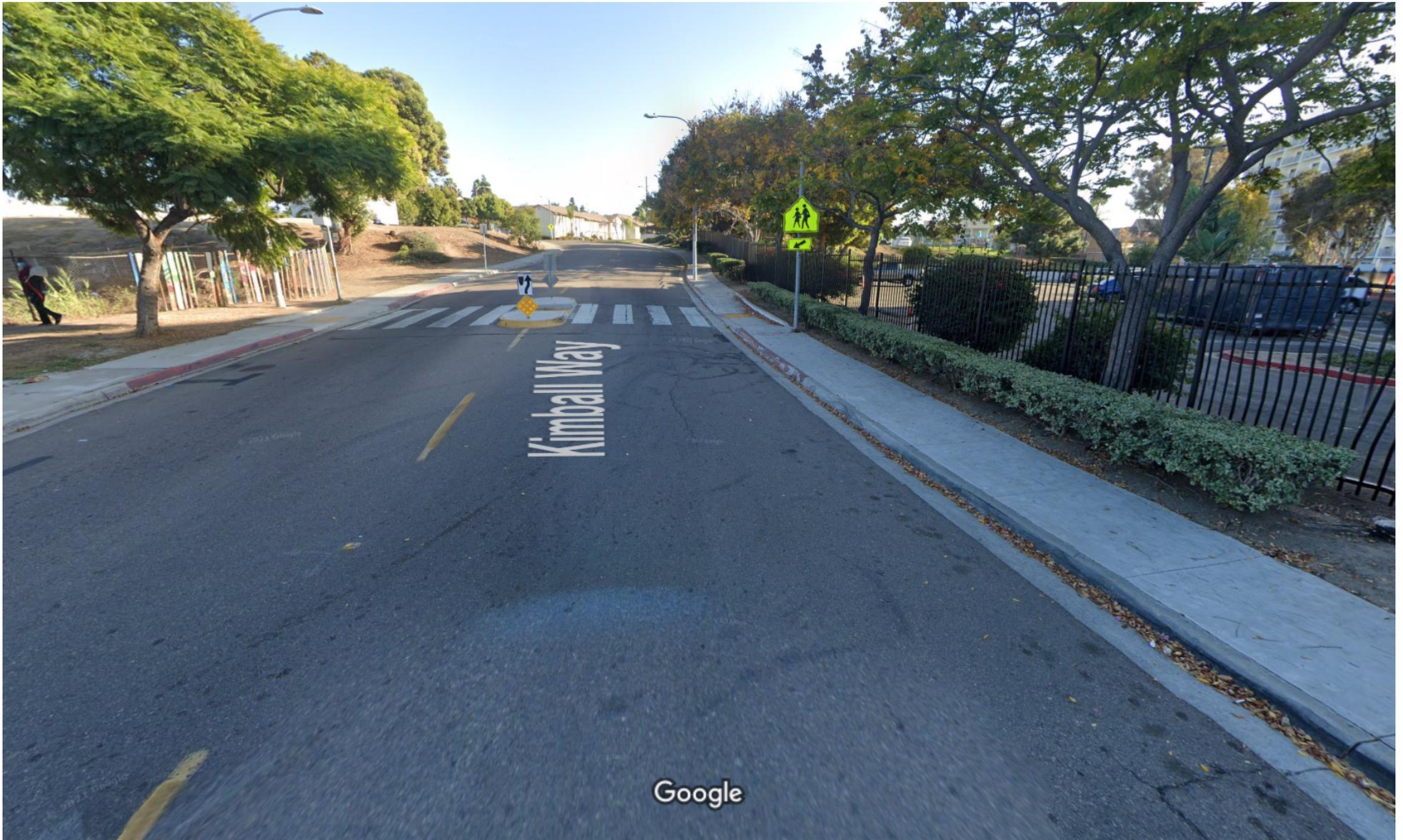
Kimball Way Street Vacation

Aerial View - Looking Northerly

Legend







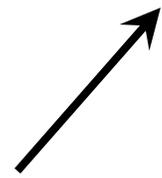
2021-23 SC – Kimball Highlands / San Ysidro Health (PACE) Clinic



← Approximate location of cul-de-sac



N



Kimball Highland Master Plan Timeline

<u>Milestone</u>	<u>Date</u>
Exclusive Negotiation Agreement	November 19, 20219
Disposition and Development Agreement	October 20, 2020
CalHFA 2021 Mixed-Income Program (MIP) Funding Application	January 25, 2021
CalHFA 2021 Mixed-Income Program (MIP) Funding Award Date	March 30, 2021
California Debt Limit Allocation Committee (CDLAC) / Tax Credit Allocation Committee (TCAC) Application	May 25, 2021
CDLAC / TCAC Re-Application	September 9, 2021
CDLAC / TCAC Award	December 8, 2021
CDLAC / TCAC Close of Construction Financing	June 10, 2022
Construction Start Date	June 15, 2022

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, INITIATING A STREET VACATION OF A PORTION OF KIMBALL WAY, NORTH OF EAST 14TH STREET AND NORTHWEST OF THE INTERSECTION WITH ‘F’ AVENUE, AS PART OF THE KIMBALL HIGHLANDS AND SAN YSIDRO HEALTH (PACE) CLINIC PROJECT

WHEREAS, the City Council of the City of National City, California held a duly advertised Public Hearing on January 18, 2022 for the consideration of an initiation request for a Street Vacation of a portion of Kimball Way, north of East 14th Street and northwest of the intersection with ‘F’ Avenue, as part of the Kimball Highlands and San Ysidro Health (PACE) Clinic project; and

WHEREAS, at said Public Hearing the City Council considered the staff report contained in Case File No. 2021-23 SC, maintained by the City and incorporated herein by reference along with evidence and testimony also presented; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State and City law; and

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare; and

WHEREAS, City staff recommends the approval of the request to initiate a Street Vacation.

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

Section 1: Approves a Request to Initiate a Street Vacation of a portion of Kimball Way, north of East 14th Street and northwest of the intersection with ‘F’ Avenue, as part of the Kimball Highlands and San Ysidro Health (“PACE”) Clinic project.

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

///

PASSED and ADOPTED this 18th day of January, 2022.

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: [Approval of Fiscal Year 2022/2023 Budget Workshop dates and Quarterly Priorities. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 18, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Approval of Fiscal year 2022/2023 Budget Workshop dates & Quartely Priorities.

PREPARED BY: Paul Valadez, Budget Manager

DEPARTMENT: Finance

PHONE: 619-336-4332

APPROVED BY: 

EXPLANATION:

The City of National City's fiscal year begins on July 1st and ends on June 30th of the following year. Pursuant to Section 2.55.040 of the National City Municipal Code, the City Council must adopt the budget for the ensuing fiscal year by June 30th of each year.

Development of the City's annual budget is a City-wide effort occurring over a six- to seven-month period. The tentative fiscal year 2023 budget schedule includes two workshops proposed for April 19 and May 17, 2022 for presentation and discussion of the preliminary budget. The latter meeting date may not be needed but is placed on the calendar as a contingency. Budget adoption is planned for June 14, 2022.

With this item, staff seeks approval of the tentative budget workshop dates. If the dates are not agreeable to the majority of the City Council, direction on alternative dates is sought.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

NA

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Approve the recommended fiscal year 2022/2023 budget workshop dates and quartely priorities.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Tentative Schedule - Fiscal Year 2023 Budget
National City Quarterly Priorities



CALENDAR - FISCAL YEAR 2023 BUDGET

DATE	DESCRIPTION	DEPARTMENT
Tuesday, January 18, 2022 (City Council Meeting)	Scheduling of City Council workshops	City Council Finance
Tuesday, April 19, 2022 (City Council Workshop)	Budget workshop / preliminary budget presentation	City Council Finance
Tuesday, May 17, 2022 (City Council Workshop)	Budget workshop (tentative)	City Council Finance
Tuesday, June 14, 2022 (City Council Meeting)	Budget hearing / budget adoption	City Council Finance

QUARTER / CATEGORY	2021-22 Q3 (JAN-MAR)	2021-22 Q4 (JAN-MAR)	2021-22 Q1 (JUL-SEP)
CMO / CAO / OTHER			
ADMINISTRATION Finance, HR, Clerk, IT			
ENGINEERING/PUBLIC WORKS Capital Improvement Program (CIP)			
PUBLIC SAFETY			
LIBRARY / COMMUNITY SERVICES			
HOUSING / COMMUNITY DEVELOPMENT			

QUARTER / CATEGORY	2022-23 Q2 (OCT-DEC)	2022-23 Q3 (JAN-MAR)	2022-23 Q4 (APR-JUN)
CMO / CAO / OTHER			
ADMINISTRATION Finance, HR, Clerk, IT			
ENGINEERING/PUBLIC WORKS Capital Improvement Program (CIP)			
PUBLIC SAFETY			
LIBRARY / COMMUNITY SERVICES			
HOUSING / COMMUNITY DEVELOPMENT			

The following page(s) contain the backup material for Agenda Item: [Resolution of the Community Development Commission-Housing Authority of the City of National City \(“Housing Authority”\) approving a conditional award of Ten Million Dollars \(\\$10,000,000\) from the Housing Authority’s Housing Fund to the 400-unit Azuriik Affordable Housing Project by the Metropolitan Advisory Committee on Anti-Poverty \(“MAAC”\) located at 233 Roosevelt Avenue. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 18, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City ("Housing Authority") approving a conditional award of Ten Million Dollars (\$10,000,000) from the Housing Authority's Housing Fund to the 400-unit Azuriik Affordable Housing Project by the Metropolitan Advisory Committee on Anti-Poverty ("MAAC") located at 233 Roosevelt Avenue.

PREPARED BY: Carlos Aguirre, Director

DEPARTMENT: Housing Authority

PHONE: (619) 336-4391

APPROVED BY: _____



EXPLANATION:

See Attachment No. 1

FINANCIAL STATEMENT:

APPROVED: _____



Finance

ACCOUNT NO.

501-419-462-650-*

Funding will be appropriated upon determination of a final loan commitment.

ENVIRONMENTAL REVIEW:

APPROVED: _____

MIS

On October 21, 2019 the City determined that the Azuriik Affordable Housing Project will not have a significant effect on the environment in accordance with CEQA Section 21108 or 21152.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Not Applicable.

ATTACHMENTS:

1. Background and Explanation
2. NOFA Application Materials
3. Resolution

City of National City
January 18, 2022
Staff Report Explanation

Resolution of the Community Development Commission-Housing Authority of the City of National City (“Housing Authority”) approving a conditional award of Ten Million Dollars (\$10,000,000) from the Housing Authority’s Housing Fund to the 400-unit Azuriik Affordable Housing Project by the Metropolitan Advisory Committee on Anti-Poverty (“MAAC”) located at 233 Roosevelt Avenue.

Staff Recommendation

Recommend approving the following items:

1. Ranked list of projects from the scoring review of the submitted applications to the Community Development Commission-Housing Authority of the City of National City Notice of Funding Availability (NOFA) for Affordable Housing; and
2. Initiate the underwriting process and development of loan documents to award a loan of up to \$10,000,000 for the following Affordable Housing New Construction Project – Azuriik.

Executive Summary

This Council Agenda Report presents the results of the Community Development Commission-Housing Authority of the City of National City Notice of Funding Availability (NOFA) for Affordable Housing released in October 2021. The NOFA provided an opportunity for housing development companies to apply for approximately \$10 million in available Fiscal Year (FY) 2022 funding. The NOFA solicited applications for affordable housing rental or ownership projects, prioritizing projects that serve low-income households, created new affordable rental and ownership housing, leveraged outside resources, projects that are ready to start construction, align with the components of the 2021-2029 Housing Element and 2021-2025 Housing Strategic Plan, and are projects in communities of opportunity (e.g., near transit and amenities), among other criteria indicated in the NOFA Guidelines (**Exhibit 1**).

The funds will serve as gap financing for new construction, acquisition with rehabilitation, or rehabilitation of affordable rental, homeownership, and permanent supportive housing projects. The funding is intended to partially fill the gap in a development’s financial structure after all other available sources of housing development funds are utilized. These funds will provide financing at below-market interest rates with deferred loan repayment for affordable housing projects.

After the release of the NOFA on October 14, 2021, a total of two (2) applications were received by the November 19, 2021 deadline. The applications were reviewed for compliance in terms of the NOFA and evaluated according to the established NOFA Evaluation Criteria. Projects were then ranked based on the scoring criteria described in the NOFA. Table 1 provides the final point score, amount requested, and the funding recommendation for the submitted applications.

City of National City
January 18, 2022
Staff Report Explanation

Table 1. Application Final Point Score and Funding Recommendation

Applicant	Project Name	Site Address	Total Units	Total Affordable Units	Final Point Score	Amount Requested	Funding Recommendation
MAAC National City, LP	Azuriik	233 Roosevelt Avenue National City	400	396	120	\$10,000,000	\$10,000,000
Wakeland Housing and Development Corporation	Union Tower	2313 F Avenue National City	94	93	116	\$8,000,000	\$0

The recommended action will initiate the underwriting process and development of loan documents to award a loan of up to \$10,000,000 to one (1) affordable housing rental project. The project is Azuriik, 233 Roosevelt Avenue (MAAC National City, LP).

Additional details regarding the project recommended for funding can be found in **Exhibit 2**. The project will construct a single 22-story, elevator-served, high rise mixed-use affordable housing building containing 400 units where 396 are affordable units. The project is expected to leverage approximately \$187,000,000 in non-City funding investments from County and State funding programs, private lenders, and tax credit investors.

Background

The Community Development Commission-Housing Authority of the City of National City (Housing Authority) Notice of Funding Availability (NOFA) for affordable housing was released on October 14, 2021, and applications were due on November 19, 2021.

The NOFA made approximately \$10 million in total funds available for all capital requests for new construction, acquisition with rehabilitation, or rehabilitation of affordable housing serving households earning up to 60% of the Area Median Income (AMI) for rental projects and households earning up to 80%-120% of the AMI for homeownership projects. Capital funds are from the Housing Authority's Housing Fund and are subject only to the conditions set forth in the NOFA.

Applicable Area Median Income (AMI) Level

Funds included in the NOFA provide an opportunity for National City to facilitate the acquisition and new construction, acquisition with rehabilitation, or rehabilitation of affordable rental or homeownership in the City of National City for households with low income (up to 60 percent of San Diego County's Area Median Income [AMI]), very low income (up to 50 percent of AMI), and extremely low income (up to 30 percent of AMI).

City of National City
January 18, 2022
Staff Report Explanation

Affordability Targeting

The NOFA guidelines set forth an affordability targeting for both rental projects and ownership projects.

Rental projects must provide units (excluding managers' units) affordable to low-income households as follows:

- One hundred percent (100%) of units funded with Housing Authority funds must be restricted as affordable at or below 60% AMI.
- Rents for affordable units must be the lesser of the designated restricted rent limit or ten percent (10%) below market rate within a 1 mile radius.
- At least twenty percent (20%) of the affordable units must have annual rents plus utility allowance of no more than 30% of 30% AMI, and be reserved for very low income households earning less than 30% AMI.
- No more than fifteen (15%) of the affordable units may have annual rents plus utility allowance between 30% of 80% AMI and 30% of 120% AMI (Moderate-Income Units).

Ownership projects must provide units affordable as follows:

- One hundred percent 100% of units funded must be restricted as affordable.
- The affordable units must have an average affordability level of 100% AMI or less. For example, in a 26 unit project, 10 units could be targeted to households at 120% AMI, 10 units at 80% AMI, and 6 units at 100% AMI.
- Priority will be given to projects targeting some units to households at 80% of AMI or below.
- Households with incomes up to 120% of AMI are eligible for assisted units, provided the average affordability level of the affordable units is 100% of AMI or less (see example provided above).

Funds as Gap Financing

The funds per the NOFA is for new construction, acquisition with rehabilitation, or rehabilitation of affordable rental, homeownership, and permanent supportive housing projects and is intended to partially fill the gap in a development's financial structure after all other available sources of housing development funds are utilized. Such "other available funds" may include but are not limited to: private bank loans, equity from the sale of low-income housing tax credits, owner equity, sale of tax-exempt Multifamily Housing Revenue Bonds, state and federal funding, grants and donations, and other public and private sources of funds. Applicants are expected to pursue financing from all available sources.

As appropriate, financial assistance to the selected project will be made in the form of amortized payments or residual receipts loans. The terms of the loans outlined in the NOFA shall be subject to negotiation on a project-by-project basis. All loans will be secured by a lien on the property. Applicants who previously received a funding commitment from the City for the development of a project are not eligible to apply for the same project.

City of National City
January 18, 2022
Staff Report Explanation

NOFA Application Process

A NOFA of available funding was issued on October 14, 2021. Applications were considered through a competitive application process as indicated in the NOFA guidelines.

A total of 2 applications were received by the November 19, 2021 deadline, requesting a total of \$18 million for the \$10 million available funds in the NOFA. A summary of the submitted applications are indicated in **Table 2**. No applications were deemed substantially incomplete or rejected.

Table 2. Summary of Applications Submitted

Project Name	Project Description	Site Address	Total Units	Total Development Cost	Amount Requested
Union Tower	94-unit community of affordable apartment homes with on-site services and community amenities designed to help resident thrive	2313 F Avenue National City	94	\$46,458,814	\$8,000,000
Azuriik	A new construction Type 1, single 22-story, elevator- served, high rise mixed-use affordable housing building, containing 400 units and offering 11,253 square feet of indoor and outdoor community service facility space	233 Roosevelt Avenue National City	400	\$197,147,112	\$10,000,000

Scoring Review

A set of third-party reviewers evaluated the applications according to the established Evaluation Criteria in the NOFA. The Evaluation Criteria is shown in **Table 2**.

- Readiness – Reviewers reviewed the applications and awarded points based on the Readiness Criteria as described in the NOFA. This includes a review of the funding sources and commitments, the narrative description of the financing approach, degree to which outside funding is pursued, the funding commitments to the project, and the anticipated receipt of entitlements and community support.
- Developer Experience and Capacity – Reviewers reviewed the applications and awarded points based on the Developer Experience and Capacity Criteria as described in the NOFA. This includes a review of history of completing affordable housing projects on time and within budget, completing a similar project in the past, team experience and capacity, financial strength, and alignment with Housing Authority’s goals, objectives, and actions outline in the Housing Authority’s Strategic Housing Plan and 2021-2029 Housing Element.

City of National City
January 18, 2022
Staff Report Explanation

- Project Budget – Reviewers reviewed the applications and awarded points based on the Project Budget Criteria as described in the NOFA. This includes a review of completeness and reasonable anticipated development costs.
- Amenities & Community Space – Reviewers reviewed the applications and awarded points based on the Amenities & Community Space Criteria as described in the NOFA. This includes a review of the anticipated amenities and community space features as part of the project.
- Location – Reviewers reviewed the applications and awarded points based on the Location Criteria as described in the NOFA. This includes a review of the project's location in terms of geographic equity, potential for neighborhood revitalization, and proximity to high-quality transit, school, community center, public park, and grocery store.
- Target Population and Project Attributes – Reviewers reviewed the applications and awarded points based on the Target Population and Project Attributes Criteria as described in the NOFA. This includes a review of providing more low income rental units than 20% of units serving households with rents no more than 30% of 30% of AMI and the number of larger units provided.
- Collaboration & Planning – Reviewers reviewed the applications and awarded points based on the Collaboration and Planning Criteria as described in the NOFA. This includes a review of local planning efforts, community engagement and outreach efforts, and potential to address community needs.

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City of National City
January 18, 2022
Staff Report Explanation

Table 3. Evaluation Criteria

Criteria
1. Readiness
a. Indicated and Sufficient Evidence of Funding Sources b. Innovative Financing c. Leveraging d. Funding Commitments e. Site Control and Anticipation of Entitlements
2. Developer Experience and Capacity
a. Project History b. Developer Experience, Capacity & Staffing c. Developer Financial Strength d. Strength of the Development Team e. Bonus Point Category
3. Project Budget
4. Amenities & Community Space
5. Location
a. Geographic Equity b. Neighborhood Revitalization c. Proximity to Nearby Amenity: Public Transit d. Proximity to Nearby Amenity: School e. Proximity to Nearby Amenity: Community Center or Public Park f. Proximity to Nearby Amenity: Grocery Store
6. Target Population and Project Attributes
a. Income Targeting b. Unit Size
7. Collaboration & Planning
a. Local Planning Efforts b. Community Engagement c. Addressing Community Needs
Total Points Available

The applications were scored by a set of reviewers based on the evaluation criteria in the NOFA. The scores were compiled and averaged to develop the final point score for the applications for each criteria. **Table 4** shows the final point score (an average of the scores assigned by the reviewers) for each criteria.

City of National City
January 18, 2022
Staff Report Explanation

Table 4. Final Point Score for Submitted Applications

Criteria	Points Available	Final Point Score - Union	Final Point Score - Azuriik
1. Readiness	45	33	38
2. Developer Experience and Capacity	35	30	28
3. Project Budget	15	11	13
4. Amenities & Community Space	5	4	5
5. Location	25	23	21
6. Target Population and Project Attributes	15	3	3
7. Collaboration & Planning	15	13	12
Total Points Available	155	116	120

Next Steps

Once the developer has secured its financing including remaining gap funding sources, Housing Authority staff and its financial consultants will underwrite the final loan amount not-to-exceed Ten Million Dollars (\$10,000,000) and draft loan documents for approval by the developer and General Counsel of the Housing Authority.

The awarded Affordable Housing Project will be subject to the terms and conditions of Project Labor Agreement currently being negotiated between the City of National City and the San Diego Building and Construction Trades Council if the Project Labor Agreement is fully executed and in effect before loan is funded by the Housing Authority.

The loan award is not final until a Loan Agreement is approved by the Housing Authority.

Exhibits

1. Community Development Commission-Housing Authority of the City of National City Notice of Funding Availability (NOFA) for Affordable Housing Guidelines
2. Azuriik - Cover Letters and Application Forms
3. Union Tower - Cover Letters and Application Forms



Community Development Commission- Housing Authority of the City of National City Notice of Funding Availability (NOFA)

Description: NOFA for Affordable Housing

Submittal Deadline: November 19, 2021 5:00PM

2021 NOFA: Affordable Housing
Release Date: October 18, 2021

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1.0 Overview and General Information

The Community Development Commission-Housing Authority of the City of National City (Housing Authority) is pleased to announce the availability of Fiscal Year 2022 funding for housing through this Notice of Funding Availability (NOFA).

This NOFA includes approximately \$10 million in total funds for all capital requests for new construction, acquisition with rehabilitation, or rehabilitation of affordable housing serving households earning up to 60% of the Area Median Income (AMI) for rental projects and households earning up to 80%-120% of the AMI for homeownership projects.

Capital funds are from the Housing Authority's Housing Fund and are subject only to the conditions set forth in this NOFA.

Applicable Area Median Income (AMI) Level

Funds included in this NOFA provide an opportunity for National City to facilitate acquisition and new construction, acquisition with rehabilitation, or rehabilitation of affordable rental or homeownership in the City of National City for households with low income (up to 60 percent of San Diego County's Area Median Income [AMI]), very low income (up to 50 percent of AMI), and extremely low income (up to 30 percent of AMI). Projects with proposed income averaging will be reviewed on case-by-case basis. All applicable federal funding regulations for AMI requirements will apply.

Eligible Projects – Capital Funds

These funds will provide financing at below-market interest rates with deferred loan repayment. This NOFA only applies to developments located in the City of National City.

Funds as Gap Financing

This NOFA is for new construction, acquisition with rehabilitation, or rehabilitation of affordable rental, homeownership, and permanent supportive housing projects and is intended to partially fill the gap in a development's financial structure after all other available sources of housing development funds are utilized. Such "other available funds" may include but are not limited to: private bank loans, equity from the sale of low-income housing tax credits, owner equity, sale of tax-exempt Multifamily Housing Revenue Bonds, state and federal funding, grants and donations, and other public and private sources of funds. Applicants are expected to pursue financing from all available sources.

As appropriate, financial assistance to the selected project will be made in the form of amortized payments or residual receipts loans. The terms of the loans outlined in the NOFA shall be subject to negotiation on a project-by-project basis. All loans will be secured by a lien on the property. Applicants who previously received a funding commitment from the City for the development of a project are not eligible to apply for the same project.

Application Selection

The Housing Authority reserves the right to reject any and all submittals, including rejection of applications that may rank high in points relative to other applications. Selection of projects, to be funded or not funded, shall be subject to the approval of the Housing Authority in its sole discretion and

based upon a determination of which project is most likely to meet the Housing Authority's goal of timely creating additional cost-effective affordable housing.

The Housing Authority's available funding is extremely limited and the Housing Authority may not be able to fund every desirable project that is proposed. The public benefits and financial impacts of submitted applications will be carefully compared. Qualified developers with affordable housing development experience are encouraged to submit applications.

The Housing Authority, in its sole discretion, may adjust and substitute funding sources, based on the available and most appropriate funding sources for projects at the time the loan recommendation is presented to the Housing Authority. The Housing Authority reserves the right to reallocate and/or supplement funds from one NOFA to another, or from any other available source of funds, should it be deemed advisable by the Housing Authority, in its sole discretion. However, nothing contained herein creates an obligation upon the Housing Authority to reallocate or supplement funds.

Application Submittal

Applicants are required to submit a complete application with all applicable exhibits to ensure the most recent and up to date project information is available to the Housing Authority. Applicants should request the amount needed to ensure feasibility of their project regardless of the amount of funds available through this process.

The deadline for submitting proposals in response to the NOFA is 5:00 P.M. on November 19, 2021. Proposals will be reviewed for compliance with the terms of this NOFA and evaluated according to the established NOFA Evaluation Criteria. All applications submitted within the application period shall be reviewed by the Housing Authority staff and third-party analyst to ensure compliance with all the application requirements and shall be competitively scored. Projects that apply to the NOFA will be ranked based on scoring criteria described in the NOFA. Staff will request that the Board of Commissioners of the Housing Authority approve the ranked list of projects and a total amount of funds to be awarded. The Housing Authority reserves the right to request additional information and/or to reject any or all proposals.

The Housing Authority will take the following priorities into account for the NOFA process:

- The creation of new affordable rental & ownership housing developments.
- Assistance for housing projects targeting people experiencing homelessness and extremely low-income households including Permanent Supportive Housing projects;
- Project Readiness; and
- Projects that align with the components of the 2021-2029 Housing Element and 2021-2025 Housing Strategic Plan.

Interested and qualified developers who can successfully demonstrate their ability to acquire, build, and operate affordable housing are encouraged to submit applications. Questions related to this NOFA must be submitted by email to nationalcity.2021nofa@gmail.com by 5:00 P.M. on November 1, 2021.

1.1 PROCESS AND TIMELINE

The Housing Authority has developed a comprehensive process to evaluate responses to this NOFA against specific evaluation criteria. The principal steps in the submission and evaluation process are:

- Applicants must submit: one (1) copy of the proposal and required exhibits to https://bit.ly/2021NOFA_Submit
- The Checklist (Attachment D) should be used as the Table of Contents for the application.
- Each applicant will be permitted to submit one application for this NOFA round. In the event of a joint application, the application will count towards the lead developer's application limit.
- All materials must be submitted electronically, as noted above. Forms/templates may be downloaded from <https://bit.ly/2021NOFA>
- Completed applications should be uploaded to https://bit.ly/2021NOFA_Submit, no later than 5:00 p.m. on November 19, 2021. Applications received after the deadline will not be considered.
- The Housing Authority will evaluate applications in accordance with the established Evaluation Criteria. Applications that are deemed substantially incomplete may be rejected.
- Applicants will be ranked in accordance with the score received using the Evaluation Criteria.
- Applicants will be notified of the results of the evaluation no later than February 2022.
- Once the staff review is completed, the top scoring application(s) will be presented to the Housing Authority Board of Commissioners and final funding approval will be made in spring 2022.
- Once funding is approved by the Housing Authority and the developer has secured its remaining gap funding sources, staff will draft loan documents for review by the developer and the City Attorney. All items required at this stage must be submitted and approved by the Housing Authority before the loan can close. Construction may not start until all required items have been received and approved, and the Housing Authority has issued a Notice to Proceed.
- A loan award is not final until a loan agreement signed by both the Housing Authority and the borrower that spells out all required terms and conditions of the loan is signed. Recommendation for approval from staff does not constitute an award of a loan.

2.0 Requirements

The Housing Authority provides financial assistance to developers of lower income housing. The Housing Authority requirements are generally consistent regardless of the original source of funding. However, for certain requirements, one source of funds may allow greater flexibility than others. Applicants should assume that federal requirements will apply. If the use of federal funds creates a significant feasibility problem, this should be explained in the application cover letter.

2.1 ELIGIBILITY

2.1.1 Eligible Applicants

Applications will be accepted from non-profit and for-profit organizations, joint ventures, or partnerships that serve low-income households, and those experiencing homelessness.

2.1.2 Eligible & Ineligible Activities and Costs

Eligible Activities and Costs

Funds from this NOFA may be used for the following activities and costs, including but not limited to:

- Construction and/or permanent financing for the acquisition, pre-development, and/or rehabilitation, and new construction of affordable rental housing
- Temporary Relocation costs
- “Hard” costs of construction and/or rehabilitation of housing
- “Soft” costs associated with the acquisition (including pre-acquisition due diligence costs), financing fees and costs and/or residential rehabilitation, including marketing costs, appraisals, architect and engineering fees, building permit and impact fees, developer/applicant fees, construction management, financial consulting, environmental assessments and reports, legal and accounting expenses, title insurance, purchase costs, holding costs associated with the property such as taxes, insurance and debt service, option fees (to be repaid no later than the date of the purchase of the property), property inspections, capitalized replacement reserves.
- Mixed-use projects (containing both residential and non-residential space) are eligible. Generally, living space should make up the majority of the development. In any case, only the affordable housing portion of the project will be assisted and commercial costs need to be split out from the residential costs.

Ineligible Activities and Costs

Funds from this NOFA may not be used for the following activities and costs, including but not limited to:

- Luxury/higher-end features such as granite countertops, high-end stainless-steel appliances, and swimming pools should be avoided because such features contribute to the funding gap. Instead, developer/owner/applicants are encouraged to design projects with modest design and features;
- Non-residential uses such as commercial space or off-site improvements
- Permanent Relocation
- Resident Services costs (upfront or ongoing)
- Operating reserves
- Furnishings

2.2 LOAN TERMS AND UNDERWRITING

Loan terms/underwriting are subject to change by the Housing Authority at its sole discretion. The Housing Authority reserves the right to impose such additional and/or revised conditions in the final documentation of the transaction as may be approved by the Housing Authority and as are reasonably necessary to protect the interests of the Housing Authority and the City and fulfill the intent of this NOFA. Additional details are outlined below in Table below. If loan terms other than those listed below are sought for a project, the cover letter must explicitly state the requested terms with a detailed explanation of the reasons you are requesting such terms. Such requests are granted at the sole discretion of the City and Housing Authority.

Table 1. Loan Terms

Affordability Term	Restricted units must remain affordable for a minimum of 55 years.
Appraised Value	Purchase price (land and improvements) must not exceed the property's appraised value.
Cash Out	Any refinances that result in cash out to the borrower or related entity shall be evaluated by the Housing Authority and may result in additional underwriting requirements and be subject to a third-party financial analysis.
Closing Costs	Borrower shall pay all escrow, title and closing costs, including, without limitation, paying for an American Land Title Association lenders policy for the Housing Authority loan, with endorsements acceptable to the Housing Authority, ensuring the Housing Authority loan lien priority, as referenced in this NOFA.
Contingency	Fifteen percent of the Housing Authority's loan amount will be withheld as contingency and will be paid upon construction completion, as applicable, and once an unconditional lien release from the general contractor and subcontractors is received by the City. This contingency will be reduced by any project cost savings.
Cost Savings	If there are any cost savings, improved debt, or improved tax credit equity pricing, then such funds will be used first to make an adjustment to the total tax credit allocation as may be required by the California Tax Credit Allocation Committee (CTCAC). Thereafter, 50 percent of the excess sources/cost savings will be applied toward the reduction of the Housing Authority's loan. The borrower shall submit the final tax credit cost certification to the Housing Authority for its review and approval prior to the final payment being released.
Debt Coverage Ratio	Minimum of 1.15. The Housing Authority will review the proposed financing structure and operating pro forma to determine the development's feasibility during the affordability period. Projects proposing the use of Low-Income Housing Tax Credits shall demonstrate financial feasibility for a minimum 17-year term.
Developer Fee	Because the developer fee is paid out of development costs and contributes to the financing gap: <ul style="list-style-type: none"> • Developer/applicant fee payments for tax-credit projects shall be in accordance with lender and investor requirements. • For developments requiring relocation of residents, final payment of developer fees will not be made until the Housing Authority verifies that tenant relocation has been completed in full compliance with all tenant relocation laws. The Housing Authority, at its sole discretion, will analyze projects requiring any type of relocation on an ad hoc basis. • Projects proposing the use of Low-Income Housing Tax Credits: Deferred developer fee must be paid off by year 15.
Due Diligence (post-award)	If the project is selected, the following are to be provided at borrower's expense post-award (eligible expense to be reimbursed by loan proceeds): <ul style="list-style-type: none"> • Phase I/II Environmental Reports • National Environmental Policy Act (NEPA) Environmental Assessment (if required) • Prevailing Wage Consultant/Monitor (federal prevailing wage may be required with a HOME funding allocation) • Permanent and Temporary Relocation Plan (for occupied units and/or businesses); Relocation Consultant (if required) • Third-Party, Line-by-Line Hard Cost Budget (must be submitted 60 days before financing close) • Third-Party Construction Review • Third-Party Borrower capacity review

Fee	<p>Fees to the Housing Authority include (these fees can be reduced by loan proceeds):</p> <ul style="list-style-type: none"> • Underwriting Fee. A flat underwriting fee in the amount of \$40,000 will be charged for each project as reimbursement of the Housing Authority’s costs related to underwriting and issuing the loan. This must be included in the total development cost of a proposed project and is to be paid at close of escrow and/or at loan closing. • Legal Fee. The Housing Authority charges a legal costs fee for document preparation and review that must be included in the total development cost of a proposed project. Current Housing Authority legal fees are \$25,000 and are to be paid at the close of the escrow (additional \$2,500 for City Attorney fees on 4 percent tax-exempt Multifamily Housing Revenue Bond projects). • Compliance Monitoring Fee. Compliance monitoring fees must be incorporated into the operating pro forma. Borrower will pay the fee in accordance with the City fee schedule. Current annual fees are as follows: <ul style="list-style-type: none"> ○ \$201 per monitored unit • Third-Party Construction Review Fee. The Housing Authority may require a third-party review of the construction costs/budget to determine the reasonableness of construction hard costs, post award. The third-party reviewer will be selected by the Housing Authority and paid for by the borrower. Current fees are up to \$12,500 and are to be paid at close of escrow.
Financing Gap	The borrower will cover any financing gap that arises after the Housing Authority underwriting, with its equity, its developer fee, and/or other non- Housing Authority sources, all of which shall be subject to the approval of the Housing Authority in its sole and reasonable discretion.
General Contractor	The Construction Contract shall be competitively bid to at least three qualified General Contractors or three qualified subcontractors for each major trade involved in the construction of the Project. Contracts shall be awarded to the lowest most qualified and responsive bidder (affiliated General Contractors are allowed). The General Contractor is subject to Housing Authority approval. Negotiated contracts are prohibited, and work must be bid down to all subcontractors.
Insurance	The borrower shall at all times during the term of the loan maintain General Liability and Property Insurance in a form acceptable to the City and the Housing Authority and approved by the City’s General Counsel. The City and the City of National City Housing Authority shall be listed as additional insureds for General Liability Insurance and Property Insurance, and the City and the City of National City Housing Authority shall be endorsed as a loss payee of the Property Insurance.
Interest	4 percent simple interest
Limited Partnership Fee Limits (Tax Credit Financed Projects)	If applicable, year 1 limited partnership fees shall be capped at \$25,000. Partnership fee increases will be capped at 3 percent annually. Unpaid General Partner fees shall not accrue. The Housing Authority will require the Limited Partnership Agreement to include this requirement.
Loan Amount	Negotiable

<p>Loan Disbursements</p>	<p>Disbursement shall be upon submittal and approval of eligible costs. Disbursement schedule shall be as follows, if the project is tax credit financed:</p> <ul style="list-style-type: none"> • Up to 75 percent at escrow closing; • 10 percent at 50 percent of completion; • 10 percent upon project completion; • 5 percent (contingency) upon conversion to permanent loan. <p>The Housing Authority Executive Director, is authorized to modify the loan disbursement schedule in his/her sole reasonable discretion, for good cause shown. Loan proceeds are disbursed for work completed upon Housing Authority approval of payment requests in a form approved by the Housing Authority. Verifiable documentation of expense must be submitted with all payment requests.</p>
<p>Loan Term</p>	<p>Rental Projects 55-year minimum</p> <p>Ownership Projects 4-year minimum</p>
<p>Loan Payments</p>	<p>Regularly scheduled payments from amortized payments or residual receipts are required.</p> <ul style="list-style-type: none"> • Amortized loans shall be repayable for a maximum term of 55 years at 4 percent simple interest with the first payment due at the end of the first calendar year after project completion. • Residual receipts loans shall be repayable for a maximum term of 55 years at 4 percent simple interest with the first payment due at the end of the first calendar year after project completion. • All principal and interest shall be due and payable concurrently with any sale, transfer, conveyance or cash-out refinancing of the property. The Housing Authority’s portion of residual receipts will be: If no other public lenders: <ul style="list-style-type: none"> ○ Years 1-55: 50 percent of residual receipts to the Housing Authority If other public lenders: <ul style="list-style-type: none"> ○ Proportionate split of residual receipts <p>The Housing Authority defines residual receipts as the net cash flow of the development after specified expenses and must pay debt service.</p> <p>The standard payment formula is the lesser of the amortized payment or 50 percent of residual cash flow, with a minimum payment of one-half of estimated first-year residual cash flow starting at the end of the first year after project completion.</p> <p>In the event that the project loan is rolled over into direct homeowner assistance, the assistance loan(s) must be repaid with interest on the sale or transfer of the unit, unless the unit is resold to a qualified low-income household. The project must ensure that there is a deed restriction or other legally enforceable retention mechanism to ensure compliance. Loans for ownership projects are provided at 4 percent simple interest for a minimum term of 4 years.</p>
<p>Managers’ Units</p>	<p>Experienced on-site property management is required. The number of managers’ units must be in conformance with lender and local, state and federal requirements.</p>
<p>Maximize Other Funding Sources</p>	<p>The borrower is required to pursue the maximum available financing from other sources. If awarded, these other sources of funds would be used first to pay Housing Authority-approved cost overruns and/or reductions in estimated funding. The remaining additional proceeds, as allowed by CTCAC, would reduce the Housing Authority’s permanent loan.</p>

Maximum Per-Unit Total Development Costs (TDC)	\$495,000
Operating Expenses	As required by CTCAC. https://www.treasurer.ca.gov/ctcac/2021-operating-expense-minimums.pdf
Property Manager Fee	The borrower's proposed property manager's fee must be reasonable and is subject to the Housing Authority approval.
Purchase Option	Tax Credit Structured Projects must provide the Housing Authority with the first option to purchase at the end of the 15-year tax credit compliance period, or at the end of the Housing Authority loan term, whichever is first.
Recourse	The Housing Authority's loan will be recourse until the timely completion of the construction, after which it will become non-recourse.
Reserves	<p>Allowable reserve categories are limited to the following: Replacement Reserves, Operating Reserve, and a Rent Up Reserve. The Housing Authority, in its sole discretion, reserves the right to require adjustments to any of the allowable reserves.</p> <p>Replacement Reserves and Operating Reserves must be consistent with CTCAC requirements and/or with the requirements of the most restrictive funding source proposed. The Housing Authority, in its sole discretion, reserves the right to require higher operating or replacement reserves.</p> <p>Replacement reserves for multifamily rental projects shall not exceed \$300.00 per unit, per year.</p> <p>Operating Reserves shall be no less than three (3) months and no more than six (6) months of operating expenses and debt service.</p> <p>Rent-up reserves shall not exceed \$300.00 per unit. Any funds remaining in the rent-up reserves account will be transferred to the replacement reserve account. Prior to the loan closing, the borrower will be required to document to the Housing Authority's satisfaction any funds disbursed from this account.</p> <p>All unexpended funds remaining in project reserve accounts must remain for project use during the term of the Housing Authority's loan or the project Extended Use Period, whichever is longer.</p> <p>The limited partnership agreement must include a provision addressing the terms and conditions for disbursement from the reserve accounts that specifically states that upon the transfer of any ownership interest or at the end of the compliance period, whichever is earlier, any funds remaining in the reserve accounts must remain with the project for the term of the Housing Authority's loan or the Extended Use Period, whichever is longer.</p> <p>Existing developments applying for tax credits and/or refinancing will be required to show existing reserves as a source.</p> <p>Any amounts greater than these limits require a detailed explanation by the developer and prior approval by the Housing Authority.</p>
Security	The Housing Authority's loan shall be evidenced by a Loan Agreement, Promissory Note and Deed of Trust.

Underwriting Vacancy Rate Assumption	5 percent
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2.2.1 Limitations on Swapping Awards

With bond allocations now being competitive, it is critically important that funds are awarded to projects that are ready to move forward in an effort to align limited Housing Authority resources with timely unit production to address the affordable housing shortage in National City.

To ensure the efficient use of program funds, applicants seeking to change funding sources, specifically from a 9 percent tax credit to a 4 percent tax credit or vice versa, must obtain prior written approval from the Housing Authority. Applicants will be required to submit a revised pro forma and timeline for execution, as well as the rationale for the request to change funding or other needed documents as the Housing Authority deems needed in its sole discretion to evaluate the project.

2.2.2 Loan Commitment Reservation Period

Upon issuance of an award letter, funds will be reserved for 24 months. Time extensions may be granted upon successful funding award of other funders, at the sole discretion of the Housing Authority. The Housing Authority reserves the right to cancel its fund reservation if the Housing Authority loan has not closed escrow/commenced construction by the end of the 24th month.

Fund reservation time extensions may be granted at the sole discretion of the Executive Director of the Housing Authority, or designee. If applicable, the Housing Authority loans are contingent upon the applicant obtaining commitments from all other necessary sources of funding. The Housing Authority reserves the right to cancel fund reservations for developments not proceeding in compliance with the timeline as proposed by the applicant in their loan application.

2.2.3 Loan Termination or Reduction

Loan commitments or agreements may be reduced or terminated if the Housing Authority determines, in its sole discretion that:

- a. One or more conditions of the commitment, agreement, due diligence items or disbursement terms have not been, or will not be met;
- b. The borrower has violated program guidelines;
- c. Anticipated project financing sources are not awarded, and no alternative financing plan acceptable to the Housing Authority is presented; or
- d. Project Development expenses are less than projected. In this case, the amount of the loan will be reduced to an amount required to meet actual expenses.

This is not an exhaustive list and the Housing Authority reserves the right in its sole discretion to terminate or reduce the loan amount.

2.3 AFFORDABILITY TARGETING

See Attachment A (Area Median Income Limits for San Diego County, CTCAC Rent Limits, Monthly Utility Allowances). Maximum rents must be adjusted downward by an allowance for tenant-paid utilities in accordance with the HUD Utility Schedule Model where instructions may be found at www.huduser.org/portal/resources/utilallowance.html.

The Area Median Income (AMI) range for household income can be higher than the rent or sales price restrictions to ensure a range of household income levels are served. Rents and tenant incomes will be annually reviewed for compliance by the Housing Authority.

2.3.1 Minimum Affordability – Rental Projects

Proposed projects must provide units (excluding managers' units) affordable to low-income households as follows:

- One hundred percent (100%) of units funded with Housing Authority funds must be restricted as affordable at or below 60% AMI.
- Rents for affordable units must be the lesser of the designated restricted rent limit or ten percent (10%) below market rate within a 1 mile radius.
- At least twenty percent (20%) of the affordable units must have annual rents plus utility allowance of no more than 30% of 30% AMI, and be reserved for very low income households earning less than 30% AMI.
- No more than fifteen (15%) of the affordable units may have annual rents plus utility allowance between 30% of 80% AMI and 30% of 120% AMI (Moderate-Income Units).

Priority will be given to projects that exceed the threshold affordability minimums. Affordability restrictions apply for the full term of the regulatory agreement, regardless of whether another subsidy source continues to be available.

2.3.2 Minimum Affordability – Ownership Projects

- One hundred percent 100% of units funded must be restricted as affordable.
- The affordable units must have an average affordability level of 100% AMI or less. For example, in a 26 unit project, 10 units could be targeted to households at 120% AMI, 10 units at 80% AMI, and 6 units at 100% AMI.
- Priority will be given to projects targeting some units to households at 80% of AMI or below.
- Households with incomes up to 120% of AMI are eligible for assisted units, provided the average affordability level of the affordable units is 100% of AMI or less (see example provided above).

See Attachment B for Affordable Home Prices.

2.4 FINANCING GUIDELINES

2.4.1 Minimum and Maximum Loan Amounts

- The maximum Housing Authority loan amount is forty percent (40%) of the total residential development cost of the project's affordable units (those units subject to long term affordability restrictions).
- If applicable, the value of any Housing Authority land donations will be counted as part of the maximum allowable subsidy total.
- Please round requested loan amounts to \$1,000 increments.
- Other sources of appropriate financing must be identified, but not necessarily committed, at the time of application. Projects will be reviewed to ensure that only the minimum level of Housing Authority subsidy needed will be provided. All other sources of funding must be committed before closing of the Housing Authority loan.

2.4.2 Construction Contingency

A minimum of 15% construction cost contingency for new construction and for rehabilitation projects is required.

2.4.3 Maximum Per-Unit Total Development Costs (TDC)

There is a maximum residential development cost of \$495,000 per unit for projects receiving funding through this NOFA. The Housing Authority reserves the right in its sole discretion to reject any and all applications if total development costs, as provided in an application's development budget, exceed this amount. The Housing Authority reserves the right to increase the limit, however, in exceptional circumstances where the Housing Authority, in its sole discretion, determines that such increase will contribute to the Housing Authority's goal of creating additional housing, including but not limited to situations where underground parking is being proposed.

2.5 DEVELOPER FEE LIMIT

The maximum Developer Fee shall be the same as the maximum allowed under the State Tax Credit Allocation Committee regulations for those projects that have been or will be awarded Low-Income Housing Tax Credits, as adopted at the time this NOFA was issued. For projects not receiving Low-Income Housing Tax Credits, the maximum Developer Fee shall be the same as the maximum allowed under the [State of California Housing and Community Development 2017 Uniform Multifamily Regulations](#).

3.0 Evaluation Criteria

Complete applications will be scored in the following categories. Maximum points in each category are noted.

Please note that points will be rounded to the nearest ¼ point. Projects scoring less than 50% of possible points are unlikely to be awarded funding. In all cases, points are awarded for exceeding, rather than meeting, the threshold requirements for the category.

The discussion following contains a more detailed description of the criteria.

Criteria	Points Available
1. Readiness	45
a. Indicated and Sufficient Evidence of Funding Sources	2
b. Innovative Financing	8
c. Leveraging	10
d. Funding Commitments	10
e. Site Control and Anticipation of Entitlements	15
2. Developer Experience and Capacity	35
a. Project History	10
b. Developer Experience, Capacity & Staffing	10
c. Developer Financial Strength	5
d. Strength of the Development Team	4
e. Bonus Point Category	6
3. Project Budget	15
4. Amenities & Community Space	5

Criteria	Points Available
5. Location	25
a. Geographic Equity	5
b. Neighborhood Revitalization	5
c. Proximity to Nearby Amenity: Public Transit	5
d. Proximity to Nearby Amenity: School	2
e. Proximity to Nearby Amenity: Community Center or Public Park	4
f. Proximity to Nearby Amenity: Grocery Store	4
6. Target Population and Project Attributes	15
a. Income Targeting	10
b. Unit Size	5
7. Collaboration & Planning	15
a. Local Planning Efforts	4
b. Community Engagement	6
c. Addressing Community Needs	5
Total Points Available	155

3.1 READINESS (MAXIMUM 45 POINTS)

- a. All sources and uses of funds are clearly indicated and sufficient evidence of funding availability and/or commitments are included (2 points).
- b. Innovative Financing – Narrative description of the financing approach to fund the project (8 points).
 - i. Describe the Development Team’s financing approach to the project and present preliminary financing plan that shows a feasible project consistent with current Housing Authority underwriting practice.
 - ii. Include the Team’s process for structuring the project and controlling development costs. Including cost fluctuations due to COVID (the pandemic)
 - iii. Include innovative strategies intended to minimize Housing Authority’s projected capital gap financing.
 - iv. Applicants must provide a narrative that describes any innovative (i.e., non-standard, routine or commonly used) direct or indirect cost-cutting strategies relevant to overall development, construction or operating expenses.
- c. Leveraging – Degree to which outside funding will be pursued (10 points).
The Housing Authority’s federal, state and local capital funds are intended to fill the gap in a project’s financial structure after all other available sources of housing capital funds are utilized. Such “other available funds” may include, but are not limited to: private bank loans, equity from the sale of low-income housing tax credits, owner equity, sale of tax-exempt Multifamily Housing Revenue bonds, state and federal funding, grants and donations, and other public and private sources of funds. Projects must demonstrate that they have applied (or will apply within the next 90 days after application submission) for additional sources other than senior debt, tax credits and bonds and Housing Authority gap financing. Applicants must provide the following supporting documents, including but not limited to:
 - i. Copies of award letters, where applicable,

- ii. Letter of Intent (from the tax credit investor),
- iii. Term Sheet from bank,
- iv. If the project has not yet applied to other available funds, but will apply within the next 90 days after submission to this NOFA, this must be included in the Project Timeline.

The above list provides examples and is not an exhaustive list.

- d. Funding Commitments – degree to which outside funding has been committed (10 points).
 - i. Points will be given based on non-Housing Authority financing currently committed to the project, as follows:

Leveraged Financial Resources as a Percent of Total Development Cost Greater than:	Points
5%	1
10%	2
15%	3
20%	4
25%	5
30%	6
35%	7
40%	8
45%	9
50%	10

- e. Site Control and Anticipation of Entitlements – Applicant has site control, and the project is anticipated to receive entitlements and community support by showing one of the following (15 points):
 - i. Entitlement Application Submittal to City of National City or Preliminary Review Request. Applicants must provide proof of submission, such as a copy of the invoice from the City of National City.
 - ii. Entitlement Approvals or Confirmation from City of National City that project may proceed with staff approvals. Applicants must submit a clear and legible scanned copy of the approved development permit, variance, or other discretionary approval from the City. Should the project be ministerial/by right, the applicant shall submit evidence of this by providing verification of zoning for the parcel(s) and the APN’s, and a parcel map. The Housing Authority may request additional documentation

3.2 DEVELOPER EXPERIENCE AND CAPACITY (MAXIMUM 35 POINTS)

- f. Project History (10 points)
 - i. Points are awarded for completing an affordable housing projects on time and within budget within the last ten years (by the Developer, not other team members). 2 points will be awarded for each completed project (up to 6 points).
 - ii. Points will be given for completing a project similar to the proposed project by the Developer within the last ten years. 2 points will be awarded for each additional similar project (up to 4 points).

- iii. If the developer is a joint venture, projects will be scored based on the experience of the lead developer. Where partners have approximately equal participation, the individual scores of each partner will be averaged.
- g. Developer Experience, Capacity & Staffing (10 points)
 - i. Points are awarded based on evidence that the staff, including the Project Manager and supervisory staff, proposed to work on the current proposal have the necessary experience and that the organization has adequate staffing capacity to undertake the project.
 - ii. Developer/Applicant Experience: Must detail demonstrated, successful experience in developing affordable rental housing, successful operation of completed developments, capacity to perform the administrative, managerial, and operational functions to oversee the work necessary to successfully complete the proposed development. The Housing Authority reserves the right to limit the number of projects funded and under construction. The Housing Authority reserves the right to require third-party review of the developer/applicant's experience and capacity.
 - iii. General Contractor Experience: Must include a resume (of the general contractor) that demonstrates successful experience in projects that are similar in type, scale and complexity to proposed project.
 - iv. Construction Management Experience: Must include a resume of the construction manager that demonstrates the necessary construction management experience to complete the proposed multifamily rehabilitation project. At a minimum, the resume must include the length of time in the field of construction management of multifamily housing and a list of projects, tasks and or experiences, including occupied in-place rehabilitation that demonstrate the necessary construction management experience to complete the proposed renovation project.
 - v. Project Management Experience: Must include a resume of the project manager that demonstrates a capacity to oversee the project. The resume must include the length of time managing affordable housing, and specific examples of projects managed, tasks and or experiences that demonstrate the necessary project management experience required to complete the proposed project.
 - vi. Property Management Experience: Must include a resume of the project manager that includes, but is not limited to the following details:
 - A list of properties currently managing - categories (supportive, large family, etc.) of affordable housing managed by subject organization,
 - Examples of experience with specific affordable housing finance and corresponding regulatory programs to date, and\
 - Subject organization experience providing property management and or regulatory compliance and reporting services to projects similar to that of the proposed project.
- h. Developer Financial Strength (5 points)

- i. Points are awarded based on evidence that the Developer is financially sound and will be able to sustain the costs of effectively following through with the current proposal, based on review of current interim and previous years audited financial statements.
- ii. Provide audited financial statements for the development team for the past two years. If audited financial statements are not available, please submit evidence of the development team's financial capacity to develop the proposed project (including income statements, balance sheets, statement of owner's equity, and cash flow statements, etc.) for the three most recent years.
- i. Strength of Development Team (4 points)
 - i. Points are awarded based on the provided experience of the Development Team members (Developer Principals, Property Manager, Attorney, Architect, Financial Consultant, etc.) ..
- j. Bonus Point Category (maximum of 6 points)
 - i. 2 points will be awarded if within a joint venture partnership, the less experienced partner is allowed first right of refusal to purchase the land and/or building after the 15-year tax credit compliance period
 - ii. 2 points will be awarded for projects that align with Housing Authority's goals, objectives, and actions outlined in the Housing Authority's Strategic Housing Plan and 2021-2029 Housing Element
 - iii. 2 points will be awarded for committing ground floor commercial space at below market rates (e.g., non-profit organizations and arts & cultural users)

3.3 PROJECT BUDGET (MAXIMUM 15 POINTS)

- k. Project budget is complete and anticipated development costs are reasonable.

3.4 AMENITIES & COMMUNITY SPACE (MAXIMUM 5 POINTS)

- l. The project has adequate open space and community serving areas such as a computer room, social services office space, bike storage, and community room with kitchen.

3.5 LOCATION (MAXIMUM 25 POINTS)

Projects will be awarded a maximum of 25 points. Distance must be measured using a standardized radius from the development site to the target amenity unless that line crosses a significant physical barrier or barriers. Such barriers include highways, railroad tracks, regional parks, golf courses, or any other feature that significantly disrupts the pedestrian walking pattern between the development site and the amenity. The radius line may be struck from the corner of development site nearest the target amenity, to the nearest corner of the target amenity site. However, a radius line shall not be struck from the end of an entry drive or on-site access road that extends from the central portion of the site itself by 250 feet or more. Rather, the line shall be struck from the nearest corner of the site's central portion. Where an amenity such as a grocery store resides within a larger shopping complex or commercial strip, the radius line must be measured to the amenity exterior wall, rather than the site boundary. The resulting distance shall be reduced in such instances by 250 feet to account for close-in parking.

- m. Geographic Equity: (5 points)

- i. 5 points will be awarded for rental projects located in census tracts with percentage of low/mod income persons at or above 51%, as shown in Attachment C (Map of Low and Moderate-Income Areas in National City).
- n. Neighborhood Revitalization: (maximum 5 points)
 - i. Points will be awarded to projects which include or combine the following, as evidenced in the Neighborhood Narrative and Revitalization Description of the Application.
 - Contribute to an existing or planned pattern of targeted redevelopment such as a Specific Plan Area or Priority Development Area (housing or commercial development, streetscape improvements, etc.) occurring within 1/4 mile of the project site.
- o. Proximity to High-Quality Transit: (maximum 5 points)
 - i. Applicant provides a map with pin drop of the property to the transit in Google Maps, using walking directions.
 - ii. Projects will be awarded 5 points if they are within 0.5 miles of a bus station, light rail station, or bus stop that provides service at least every 30 minutes during the hours of 7-9 a.m. and 4-6 p.m., Monday through Friday.
 - iii. If frequency and hours cannot be met but the project is still within 0.5 miles, 3 points will be awarded.
- p. Proximity to School: (2 points)
 - i. Applicant provides a map with pin drop of the property to the identified school(s) in Google Maps, using walking directions.
 - ii. Projects will be awarded 2 points if they are within 0.5 miles of a school.
- q. Proximity to Community Center or Public Park: (maximum 4 points)
 - i. Applicant provides a map with pin drop of the property to the identified community center or public park in Google Maps, using walking directions.
 - ii. Projects will be awarded 2 points if they are within 0.5 miles of a public library or community center that is open at least 5 days a week to the general public.
 - iii. Projects will be awarded 2 points if they are within 0.5 miles of a public park.
- r. Proximity to Grocery Store: (maximum 4 points)
 - i. Applicant provides a map with pin drop of the property to the identified full-scale grocery store in Google Maps, using walking directions.
 - ii. Projects will be awarded 4 points if they are within 0.25 miles of a full-scale grocery store or include a food market as part of the development.
 - iii. Projects will be awarded 2 points if they are within 0.50 miles of a grocery store.

3.6 TARGET POPULATION AND PROJECT ATTRIBUTES (maximum 15 points)

- s. Income Targeting: (10 points)
 - i. Points are awarded for rental projects providing more low income rental units than the threshold requirement. For the threshold requirement, 20% of units must be set aside serving extremely low income households with rents no more than 30% of 30% of AMI.
 - 2 points will be awarded for each additional full one-percent of affordable units with restricted rents at or below 30% of 20% of AMI.

- 1 point will be awarded for each additional full one-percent of affordable units with restricted rents at or below 30% of 30% of AMI.
- t. Unit Size: Number of larger units (5 points)
- i. Points are awarded for the number of units provided with 2, 3, or more bedrooms. Family projects are required to include a threshold minimum 15% of 3+ bedroom units.
 - ii. ½ point will be awarded for each 20% of units that have 2 bedrooms.
 - iii. 1 point will be awarded for each additional 5% of units with 3 bedrooms or larger (above the minimum threshold).

3.7 COLLABORATION AND PLANNING (MAXIMUM 15 POINTS)

- u. Local Planning Efforts (4 Points)
- i. 0 points will be awarded if there is no identified local plan or planning effort that the Project implements.
 - ii. Up to 2 points will be awarded if there are vague answers regarding local plans or planning efforts being implemented.
 - iii. Up to 4 points will be awarded if there is explicit detail on integration of local planning efforts that include multiple program goals (e.g., housing, active transportation, community connectivity, transit oriented development) in the Project.
- v. Community Engagement (6 points)
- i. 0 points will be awarded if CBOS and residents were not informed of or involved in Project development. No community outreach plan is laid out for future engagement.
 - ii. Up to 2 points will be awarded if CBOs and residents were informed of, but not involved in, Project development. Plan is laid out for future engagement, but provides no or minimal details.
 - iii. Up to 4 points will be awarded if CBOs and residents were brought into Project development process after Project component selection. Plan is laid out for future engagement but does not consider how to ensure broad CBO or resident participation.
 - iv. Up to 6 points will be awarded if CBOs and residents were involved from initial visioning of the Project, and a clear, detailed plan is laid out for how they will be engaged as Project moves forward. There were strong efforts made by the applicant to create opportunities for involvement accessible to all Project Area residents, including the area's most vulnerable populations.
- w. Addressing Community Needs (5 points)
- i. 0 points will be awarded if no engagement was conducted to identify community needs was performed. Community needs beyond housing and transportation are not addressed.
 - ii. Up to 1 points will be awarded if no or limited engagement was conducted to identify and meet community needs. Community needs beyond housing and transportation are not addressed.

- iii. Up to 3 points will be awarded if engagement was conducted to identify community needs, and requested community input on how to meet those needs.
- iv. Up to 5 points will be awarded if an in-depth engagement process was conducted to identify community needs, and incorporated community input on how to meet those needs.

4.0 Application

4.1 COVER LETTER

The proposal must include a cover letter, limited to two pages, on official letterhead that provides a description of the project. The letter must also provide contact information for the person with authority to negotiate on behalf of the development team. The Applicant must certify that the proposal response and exhibits are true and correct at the time of submittal. An unsigned and/or undated submission will not be considered.

The cover letter should include but is not limited to the following:

- Summary Information
 - Amount requested
 - Number and size of units (number of bedrooms)
 - Target population served
 - Location
 - Total Development cost
- Site Information
 - Current use of site
 - Distinguished features
 - Any environmental issues
- Physical Characteristics
 - Type of construction
 - Number of stories
 - Location
- Amenities and Services
 - Common facilities and amenities
 - Resident service programs (if included)
- Funding Type Limitations
 - If the use of federal funds creates a significant feasibility problem, this should be explained in the application cover letter.

Application Checklist Item(s): Narrative Cover Letter

4.2 APPLICATION

An application form is provided as Attachment E and should be included in your application along with the following:

4.2.1 Application Information & Project Summary

If the Applicant is not acting as the developer, please provide all of the requested information for the developer as well as for the Applicant. If the developer involves multiple entities, please provide all the requested information for each entity, and identify the entity that will serve as the “lead” organization.

Include a summary of the project including project name, site address, existing conditions, project’s housing units mix, and other components identified in the application form.

Application Checklist Item(s): Application Information & Project Summary in Application Form

4.2.2 Development Team Members Resume & Capacity

Include resumes of development team members. Resumes should provide the name, address, contact person, telephone number, and e-mail address for members of the proposed project team. Identify the developer principals and project manager, architect, civil engineer, contractor, construction manager, property manager (if applicable), owner (if different than developer) and social services provider (if applicable). If known, identify the lenders, attorneys, accountants, subcontractors, and consultants. Resumes of the development team members should also include detailed description of experience.

Include Attachment H (Developer Capacity Worksheets) for the development team members. These worksheets should provide name of project staff, their role in other current or planned developments, years of relevant experience, and years with this developer.

Include an organizational chart the partnership that shows all the relative equity relationships of the corporate entities that comprise the overall organization.

Application Checklist Item(s): Development Team Resumes & References, Developer Capacity Worksheets, Organizational Chart

4.2.3 Applicant Experience and References

Provide a description of experience of the development team in the following form:

- At least one project and no more than five projects that are similar to the project being proposed. See Attachment F for Developer Experience Worksheets. The following information should be provided for each project:
 - Site location;
 - A narrative description of the project’s characteristics;
 - Number of units in the project;
 - The total project costs;
 - The income and affordability restrictions that were imposed on the project;
 - Identification of any public financial assistance that was provided to the project;
 - The role the Applicant played in the project; and
 - Contact information for a representative of the jurisdiction in which the project is located.

Application Checklist Item(s): Developer Experience Worksheets

4.2.4 Site Control and Demonstration of Value

Include evidence of site control, and provide a real estate appraisal or current tax documentation that substantiates the value of the property. Applicants must have control of the project site through one of the following methods:

- Fee title,
- Option to purchase,
- Land sales contract,
- Leasehold with development provisions,
- Purchase and Sale Agreement, or
- Any other enforceable instrument.

Application Checklist Item(s): Evidence of Site Control, Real estate appraisal or current tax documentation that substantiates the value of the property

4.2.5 Zoning

At the time of application, applicants must demonstrate that the project's zoning will permit the scope of development as proposed. If the project's zoning will not permit the scope of development proposed, the applicant must demonstrate to Housing Authority's satisfaction that all discretionary land use approvals can be granted within 180 days of the application submittal.

Applicants must:

- locate the project site on the most recent City zoning map; and
- provide a copy of the Verification of Zoning and Land Use Entitlement Approvals that is submitted for tax credit applications; or
- A zoning confirmation letter from the City; and/or
- Explain how you plan to obtain the necessary approvals within 180

Application Checklist Item(s): Project Zoning Map and Evidence of Entitlement Approvals

4.2.5 Tenant Relocation

If the project is occupied at the time of proposal submission, include a Tenant Relocation Plan. The developer is responsible for providing tenant relocation assistance should the proposed project require or result in the temporary or permanent displacement of current tenants. The Plan must include, at a minimum, the following:

- Total number of households in the project and number of households to be permanently or temporarily displaced.
- A list and description of all households to be temporarily or permanently displaced (include current address, name, household size, and ages of the household members).
- Circumstances under which the displacement is necessary.
- Description of assistance to be provided and a schedule for assistance.
- Source(s) of funds to be used for relocation assistance.
- Procedures/methods by which those being displaced will be advised of their rights and available assistance.

Application Checklist Item(s): Tenant Relocation Plan (if applicable)

4.2.6 Evidence of Construction Scope and Cost Estimate

Applicants must provide:

- a. A detailed Scope of Work (SOW). The SOW for projects with rehabilitation must include areas that need assistance, especially all health and safety issues; and
- b. A Third-Party Cost Estimate that includes, at a minimum, the items identified in the SOW.

Application Checklist Item(s): Detailed Scope of Work and Third-Party Cost Estimate

4.2.7 Commercial Space Funding

Housing Authority capital funds cannot be used to fund commercial/retail space. Applications must show non-Housing Authority sources of funds for any commercial space in the project (including acquisition cost and/or rehabilitation cost) on the project pro forma or state in the General Application narrative that Housing funds will not be used as a source for commercial/retail spaces.

Related application checklist items: Pro Forma Analysis and/or Project Narrative

4.2.8 Other Funding Sources

Identify the other funding sources proposed to be used to pay for the project costs. Identify any funding sources that have already been committed to the project, funds for which applications have been submitted, and funds for which applications are anticipated to be submitted. Applicants should maximize the use of available state and county funding to reduce the subsidy needs from the city. The total funding sources, including the proposed loan, must equal the estimated development costs for the proposed project.

Application Checklist Item(s): Other Funding Sources Supporting Documentation

4.2.9 Project Timeline

Applicants must provide a timeline for the proposed project that includes the projected date of all major development benchmarks related to financing, entitlements, community approvals, construction, and lease up. If the development timing is anticipated to vary across several properties to be involved in the project, provide a development timing schedule for each property

Application Checklist Item(s): Project Timeline in Application Form

4.3 PROJECT NARRATIVE

Provide a project narrative for the questions listed below. The project narrative is a word-processed document of not more than 10 single-spaced pages responding to the questions listed below. The document should be a font size of 10 with 1-inch margins.

- **Question 1** - The purpose and the scope of the project.
- **Question 2** - Identify the neighborhood the project will serve.
 - Include narrative about: The current uses of the project site and surrounding area; A general description of the neighborhood character including typical land uses; Local building construction type and condition.
 - All appropriate land use designations must be satisfied prior to financing close.

- **Question 3** - Describe how the proposed project will contribute to the overall enhancement and revitalization of the neighborhood.
 - Specifically, discuss: How the proposed project will impact its immediate surroundings. The Specific Plan Area or a Priority Development Area, identify the Area, if applicable. How the proposed project will prevent the displacement of low-income residents. The average income of the census tract in which the project is located
- **Question 4** - Document neighborhood services (public transportation, schools, shopping, etc.).
- **Question 5** - Identify what local planning efforts the Project implements, and if applicable, describe what particular components of the Project are derived from a local plan.
- **Question 6** - Describe how the project aligns with the Housing Authority's Strategic Housing Plan and 2021-2029 Housing Element
- **Question 7** - Describe how community-based organizations and local residents have been meaningfully involved in the visioning and development of this Project. Explain in which stage(s) of the process community members and CBOs have been and will be engaged. Describe efforts to involve Disadvantaged and/or Low-Income Community residents, including how meetings were advertised and made accessible.
- **Question 8** - Discuss the process and timing to receive entitlement approvals. If available, provide proof of entitlement.
- **Question 9** - Describe the innovative strategies for the financing approach and processing for structuring the project and controlling development costs to fund the proposed project.

Application Checklist Item(s): Project Narrative

4.4 PROJECT VICINITY MAP

A map showing the project site is required. The map should include a conceptual site plan for a new construction project. The map should clearly delineate the project site boundaries, major cross streets, and surrounding neighborhoods.

Application Checklist Item(s): Project Vicinity Map and Conceptual Plans

4.4.1 Project Maps of High-Quality Transit and Community Services

A map with pin drop of the property to the transit in Google Maps, using walking directions. A map with pin drop of the property, to the Community Services (school, community center or public park, full-scale grocery store) in Google Maps, using walking directions.

Application Checklist Item(s): High-Quality Transit Project Map and Community Services Project Map(s)

4.5 PROJECT PRO FORMA

Include a pro forma analysis for the proposed project. The pro forma analysis should include the following:

- Estimated Development Costs
 - Include Direct, Indirect, and Financing Costs
- Estimated Annual Net Operating Income for 55 years
 - Include monthly and annual revenue by income unit

- Include Annual expenses such as general operating expenses, property tax expense, reserves deposits
- Sources of Funds Statement
 - Include Construction Period Financing Sources
 - Include Permanent Funding Sources

Applicants should not include project base vouchers in the pro forma unless there is a standing commitment between applicant and the Housing Authority.

Application Checklist Item(s): Pro Forma Analysis

4.6 OUTREACH EFFORTS

Include an Outreach Plan and evidence that a minimum level of community outreach has been achieved or will be achieved. Applicants must contact neighborhood organizations in the vicinity of the proposed development.

The Outreach Plan should describe how you will build support for your project and address community concern, including a list of all individuals and organizations with whom you have met or will meet to discuss the project, and the approximate dates of each phase of the plan.

The evidence of community outreach plan can include the following:

- Copy of announcements of the meetings (flyers, advertisements, etc.)
- Copy of the agenda for the meetings
- Copy of handouts or other information used, including reductions of material presented on easel boards
- Sign-in sheets from community meetings
- Minutes of the community meeting

Application Checklist Item(s): Outreach plan

4.7 NEIGHBORHOOD AND LOCAL GOVERNMENT SUPPORT

Include letters of support from local organizations and governmental entities within the area of the proposed project. The Housing Authority cannot provide a letter of support.

Application Checklist Item(s): Support Letters

4.8 PRELIMINARY MANAGEMENT AND MARKETING PLAN

A Preliminary Management Plan and Marketing Plan or Marketing and Sales Plan must be submitted in the application.

For rental projects, a Final Management and Marketing Plan will be required 180 days prior to construction completion and a Management Contract must be submitted to the Housing Authority 90 days prior to construction completion. The final Marketing Plan must be approved prior to beginning rent-up activities, including marketing flyers and application materials.

For ownership projects, the Final Marketing and Sales Plan must be approved prior to commencement of construction and marketing of units. Developers must include pre-purchase homebuyer counseling, offer post-purchase counseling for at least one year, and provide one year home warranties.

Application Checklist Item(s): Marketing Plan

4.9 MARKET DEMAND

Applicants must verify the market demand for the proposed housing by providing a brief market demand narrative and include market study, rental survey, recent sales comparables, or an alternative acceptable to the Housing Authority. The market demand narrative is a word-processed document of not more than 3 single-spaced pages for rental projects and 4 single-spaced pages for ownership projects responding to the questions listed below. The document should be a font size of 10 with 1-inch margins.

- **Question 1** - Describe how the rent or sales price survey provided in the application demonstrates that there is a strong demand for the proposed project and how the project will ensure lease-up or sales on schedule.
- **Question 2** - (Ownership projects) Provide an explanation of how you will ensure that homes will be in contract with a buyer within 6 months of construction completion.
- **Question 3** - Describe how the proposed development may impact demand for other existing affordable housing developments in the market area.
- **Question 4** - Provide other evidence of need for the project, such as how the proposed project provides for needed housing as identified in the City of National City's 2021-2029 Housing Element, or other evidence of market demand.

All projects must also provide a market study or survey, as described below:

Ownership Projects: Provide comparable sales prices for recently sold homes within two miles similar in square footage and unit type to the proposed units, or provide a market study, that is no more than 1 year old. Applicants may include lists of recently sold homes from websites such as www.zillow.com or www.realestateabc.com (whichever site has the most recent sales), or local newspaper or other listings of recent home sales. Proposed prices should be sufficiently below market prices.

Rental Projects: A market study or rental survey must be submitted that is no more than 1 year old. Rental surveys do not need to be completed by a third-party consultant and can be completed in lieu of a market study at the time of application. The rental survey should include a summary of the closest three affordable and three market rate comparables, including their distance from the project, population served, number of units by bedroom size, rent by unit size, service and on-site amenities.

Mixed Use Projects: In addition to the above, also provide:

- Evidence of demand for commercial/retail space and marketability of space, or at least half the commercial/retail space pre-leased;
- Information from brokers on vacancy rates, turnover rates, and market rents in the neighborhood;
- Evaluation of the neighborhood's retail environment and relative merits of the newly proposed commercial space.

If your organization maintains a waiting list of individuals interested in renting a unit from your organization, indicate how many persons or families are on the waiting list and how many of those persons or families are prequalified. In trying to meet local housing needs, the City adopted a local preference policy (Resolution No. 2016-38) that gives preference to applicant households that are currently residents of National City to the maximum extent allowed by law to rent new affordable housing development projects in the City of National City for the initial lease-up of all units restricted at or below 80% of AMI.

Application Checklist Item(s): Market Demand Narrative and Market Demand Evidence

4.10 APPLICANT FINANCIAL STATEMENTS/CAPACITY

Provide audited financial statements for the development team for the past two years. If audited financial statements are not available, please submit evidence of the development team's financial capacity to develop the proposed project (including income statements, balance sheets, statement of owner's equity, and cash flow statements, etc.) for the three most recent years.

Application Checklist Item(s): Financial Statements

5.0 Application Attachments

Attachment A – Area Median Income Limits for San Diego County, CTCAC Rent Limits, Monthly Utility Allowances

Attachment B – Affordable Home Price

Attachment C – Map of Low and Moderate-Income Areas in National City

Attachment C – Map of Home Ownership Rates in National City

Attachment D – Application Checklist

Attachment E – Application Form

Attachment F – Developer Experience Worksheets

Attachment G – Developer Capacity Worksheets

ATTACHMENT A – AREA MEDIAN INCOME LIMITS FOR SAN DIEGO COUNTY, CTCAC RENT LIMITS, MONTHLY UTILITY ALLOWANCES

Table 2. Area Median Income Limits for San Diego County by Household Size (2021)

Household Size	At or Under 30% AMI*	Over 30% to 50% AMI*	Over 50% to 80% AMI*	Over 80% AMI*
1	\$0 - \$25,450	\$21,451 - \$42,450	\$42,451 - \$67,900	\$67,901 & Above
2	\$0 - \$29,100	\$27,751 - \$48,550	\$48,551 - \$77,600	\$77,601 & Above
3	\$0 - \$32,750	\$31,201 - \$54,500	\$54,501 - \$87,300	\$87,301 & Above
4	\$0 - \$36,350	\$34,651 - \$60,600	\$60,601 - \$97,000	\$97,001 & Above
5	\$0 - \$39,300	\$37,451 - \$65,450	\$65,451 - \$104,800	\$104,801 & Above
6	\$0 - \$42,000	\$40,201 - \$70,300	\$70,301 - \$112,550	\$112,551 & Above
7	\$0 - \$45,100	\$43,001 - \$75,150	\$75,151 - \$120,300	\$120,301 & Above
8	\$0 - \$48,000	\$45,751 - \$80,000	\$80,001 - \$128,050	\$128,051 & Above

Note: *Area Median Income listed above is for 2021, and new limits are released each year. To obtain updated information, go to the [HUD Exchange](#) and search for income limits for the San Diego area.

Table 3. California Tax Credit Allocation Committee 2021 Rent Limits for San Diego County

Per HUD Notice
Effective: April 1, 2021

**CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE
2021**

Maximum Rents for Projects From Ceilings Post-1989 and Those from the Pre-1990
Ceilings That Elected with the Secretary of the Treasury* to use the Post-1989 Rents
*(See IRC Section 42 - Section 13142(c) of the Omnibus Budget Reconciliation Act of 1993)
For Projects Placed in Service on or after 4/1/21+

County	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR
SAN DIEGO						
100% Income Leve	\$2,122	\$2,272	\$2,726	\$3,150	\$3,514	\$3,878
80% Income Leve	\$1,698	\$1,819	\$2,182	\$2,521	\$2,812	\$3,103
70% Income Leve	\$1,485	\$1,591	\$1,909	\$2,205	\$2,460	\$2,715
60% Income Leve	\$1,273	\$1,364	\$1,636	\$1,890	\$2,109	\$2,327
55% Income Leve	\$1,167	\$1,250	\$1,500	\$1,733	\$1,933	\$2,133
50% Income Leve	\$1,061	\$1,136	\$1,363	\$1,575	\$1,757	\$1,939
45% Income Leve	\$955	\$1,023	\$1,227	\$1,418	\$1,581	\$1,745
40% Income Leve	\$849	\$909	\$1,091	\$1,260	\$1,406	\$1,551
35% Income Leve	\$742	\$795	\$954	\$1,102	\$1,230	\$1,357
30% Income Leve	\$636	\$682	\$818	\$945	\$1,054	\$1,163
20% Income Leve	\$424	\$454	\$545	\$630	\$703	\$775

Source: California Tax Credit Allocation Committee 2021 Rent Limits Post 4/1/21+

Table 4. Monthly Utility Allowance

Monthly Utility Allowance
(Effective 10/01/2020 New Contracts; Effective 12/1/2020 Recerts)

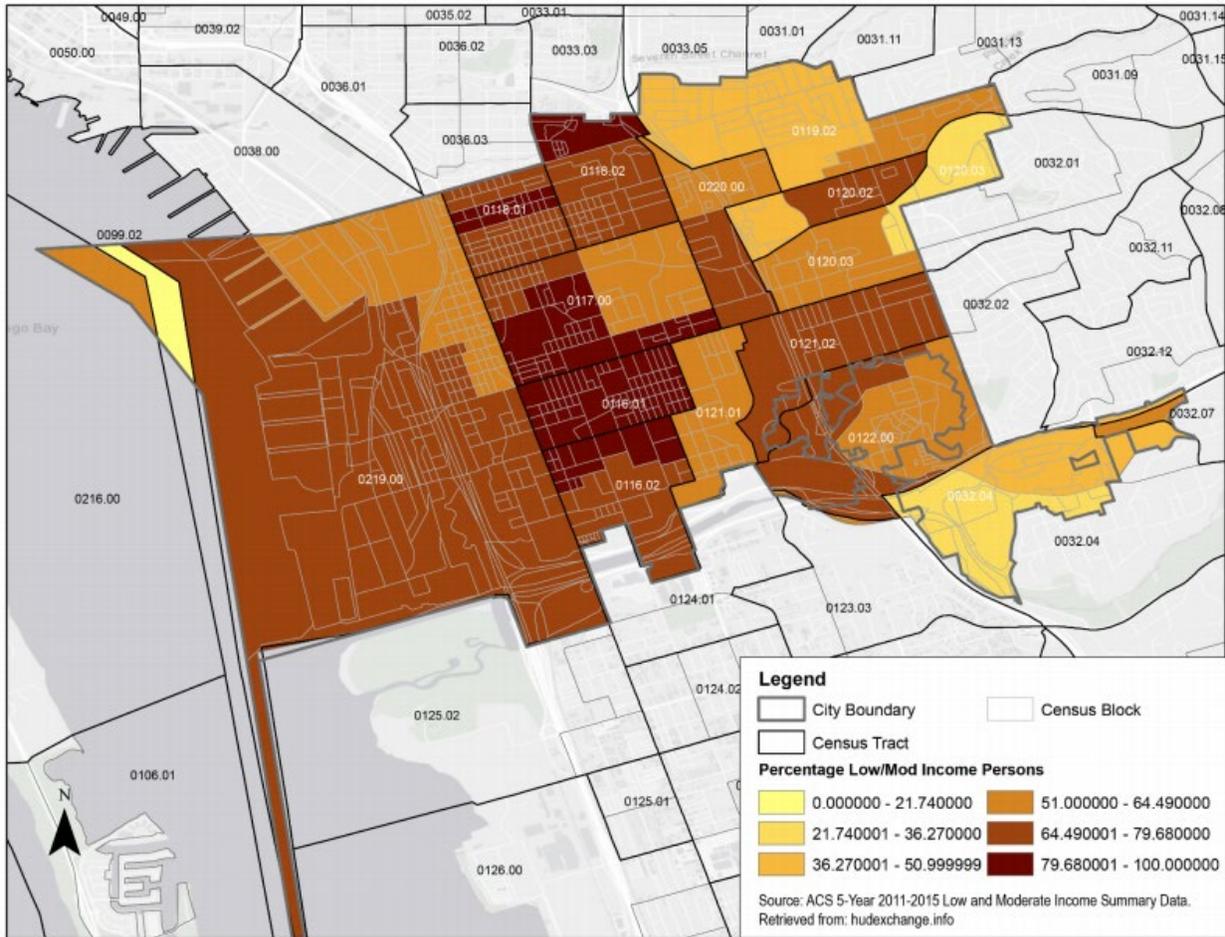
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating						
Gas	3	4	5	6	8	9
Electric	5	8	10	12	15	17
Cooking						
Gas	2	2	3	4	5	5
Electric	3	4	6	7	9	10
Water Heating						
Gas	6	9	11	13	17	20
Electric	11	16	20	24	31	36
Other Electric						
Lights, etc.	17	24	30	37	47	54
Water	57	80	103	126	160	183
Sewer	18	25	32	39	50	57
Trash	36	36	36	36	36	36
Refrigerator Rental	7	7	7	7	7	7
Stove Rental	8	8	8	8	8	8

Source: Housing Authority of the City of National City Housing Choice Voucher Program

ATTACHMENT B – AFFORDABLE HOME PRICE

Household Size	Annual Income Limits (2019)	Affordable Costs		Utilities		Affordable Rent	Affordable Home Price
		Renters	Owners	Renters	Owners		
Extremely-Low Income (0-30% AMI)							
1-Person	\$22,500	\$563	\$140	\$140	\$197	\$423	\$52,511
2-Person	\$25,700	\$643	\$180	\$180	\$225	\$463	\$55,304
3-Person	\$28,900	\$723	\$219	\$219	\$253	\$504	\$58,329
4-Person	\$32,100	\$803	\$260	\$260	\$281	\$543	\$60,889
5-Person	\$34,700	\$868	\$321	\$321	\$304	\$547	\$56,525
Very-Low Income (31-50% AMI)							
1-Person	\$37,450	\$936	\$140	\$140	\$328	\$796	\$109,051
2-Person	\$42,800	\$1,070	\$180	\$180	\$375	\$890	\$119,975
3-Person	\$48,150	\$1,204	\$1,204	\$219	\$421	\$985	\$131,131
4-Person	\$53,500	\$1,338	\$1,338	\$260	\$468	\$1,078	\$141,823
5-Person	\$57,800	\$1,445	\$1,445	\$321	\$506	\$1,124	\$143,888
Low Income (51-80% AMI)							
1-Person	\$59,950	\$906	\$1,057	\$140	\$370	\$766	\$127,344
2-Person	\$68,500	\$1,036	\$1,208	\$180	\$423	\$856	\$140,881
3-Person	\$77,050	\$1,165	\$1,359	\$219	\$476	\$946	\$154,651
4-Person	\$85,600	\$1,295	\$1,510	\$260	\$529	\$1,035	\$167,956
5-Person	\$92,450	\$1,398	\$1,631	\$321	\$571	\$1,077	\$172,036
Moderate Income (81-120% AMI)							
1-Person	\$72,500	\$1,661	\$1,938	\$140	\$678	\$1,521	\$260,616
2-Person	\$82,850	\$1,899	\$2,215	\$180	\$775	\$1,719	\$293,193
3-Person	\$93,200	\$2,136	\$2,492	\$219	\$872	\$1,917	\$326,002
4-Person	\$103,550	\$2,373	\$2,769	\$260	\$969	\$2,113	\$358,345
5-Person	\$111,850	\$2,563	\$2,990	\$321	\$1,047	\$2,242	\$377,657
<p>Note: The table provides estimates on affordable rents and purchase prices by income category based on the 2019 HCD income limits for San Diego County. General cost assumptions for utilities, taxes, and property insurance are also shown. Affordable purchase price assumes a four-percent interest rate with a 30-year fixed-rate mortgage loan and a five percent down payment.</p> <p>Assumptions:</p> <ol style="list-style-type: none"> 1. California Department of Housing and Community Development (HCD) income limits, San Diego County, 2019. 2. Health and Safety code definitions of affordable housing costs (between 30 and 35 percent of household income depending on tenure and income level). 3. Housing Authority Of The City Of National City Housing Choice Voucher Program Monthly Utility Allowances (gas), 2018. 4. 35 percent of the monthly affordable cost for taxes and insurance. 5. Five percent down payment. 6. Four percent interest rate for a 30-year fixed-rate mortgage loan. 7. Taxes and insurance apply to owner costs only; renters do not usually pay taxes or insurance. <p>Sources:</p> <ol style="list-style-type: none"> 1. HCD Income Limits, 2019. 2. Veronica Tam and Associates, 2020. 							

ATTACHMENT C – MAP OF LOW AND MODERATE-INCOME AREAS IN NATIONAL CITY



ATTACHMENT D – APPLICATION CHECKLIST

Application Item	Yes	No	Not Applicable	Comments
Narrative Cover Letter				
Application Form				
Development Team Resumes				
Developer Capacity Worksheets (NOFA Attachment G)				
Organizational Chart				
Developer Experience Worksheets (NOFA Attachment F)				
Project Zoning Map				
Evidence of Entitlement Approvals				
Evidence of Site Control				
Real estate appraisal or current tax documentation that substantiates the value of the property				
Tenant Relocation Plan (Temporary)				
Tenant Relocation Plan (Permanent)				
Project Vicinity Map				
Conceptual Plans				
Site Photos				
High-Quality Transit Project Map				
Community Services Project Map(s)				
Outreach Plan				
Support Letters				
Marketing Plan				
Pro Forma Analysis				
Detailed Scope of Work				
Third-Party Cost Estimate				
Other Funding Sources Supporting Documentation				
Project Narrative				
Market Demand Narrative				
Market Demand Evidence				
Financial Statements				

ATTACHMENT E – APPLICATION FORM

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

APPLICANT INFORMATION					
Applicant Name:					
Identify Applicant: <i>(Check All That Apply)</i>					
<input type="checkbox"/>	Applicant is current owner and will retain ownership.	<input type="checkbox"/>	Applicant is the project developer and will be part of the final ownership entity.	<input type="checkbox"/>	Applicant is the project developer and will not be part of the final ownership entity for the project.
<input type="checkbox"/>	Other (Please Specify):				
Address:					
City:		State:		Zip Code:	
Contact Person:					
Phone Number:			Email:		

DEVELOPMENT TEAM MEMBERS	
Development Team Structure: <i>(Check All That Apply)</i>	
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	LLC
<input type="checkbox"/>	Other (Please Specify):
Lead Organization:	
Attachments:	
<input type="checkbox"/>	Resumes of the Development Team Members <ul style="list-style-type: none"> Information should include name, address, contact person, telephone number, and e-mail address for members of the proposed project team. Identify the developer principals and project manager, architect, civil engineer, contractor, owner (if different than developer) and social services provider (if applicable). If known, identify the lenders, attorneys, accountants, subcontractors, and consultants. Resumes should include detailed description of experience.
<input type="checkbox"/>	NOFA Attachment G (Developer Capacity Worksheets) for the development team members
<input type="checkbox"/>	Organizational Chart
DEVELOPER EXPERIENCE WORKSHEETS	
Attachments:	
<input type="checkbox"/>	NOFA Attachment F (Developer Experience Worksheets)

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

PROJECT SUMMARY				
Project Name:				
Site Information				
Site Address:				
City:		State:		Zip Code:
Census Tract No.:		Parcel No:		
Description of Existing Conditions: <i>(1,000 character limit)</i>				
Description of Environmental Issues: <i>(1,000 character limit)</i>				
<input type="checkbox"/> Attach Project Zoning Map				
<input type="checkbox"/> Attach Evidence of Entitlement Approvals <i>(Check All That Are Attached)</i>				
<input type="checkbox"/> Copy of the Verification of Zoning and Land Use Entitlement Approvals that is submitted for tax credit applications				
<input type="checkbox"/> Zoning confirmation letter from the City				
If the project's zoning will not permit the scope of development proposed, the applicant must demonstrate to Housing Authority's satisfaction that all discretionary land use approvals can be granted within 180 days of the application submittal. Explain how you plan to obtain the necessary approvals within 180. <i>(1,000 character limit)</i>				

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

PROJECT SUMMARY (continued)			
Current Site Use: <i>(Check All That Apply)</i>			
<input type="checkbox"/> Residential			
# of Existing Units (if applicable):			
<input type="checkbox"/> Commercial			
<input type="checkbox"/> Vacant			
<input type="checkbox"/> Occupied			
# of Buildings:			
Sq. Ft:			
If occupied, briefly describe uses: <i>(500 character limit)</i>			
<input type="checkbox"/> Industrial			
<input type="checkbox"/> Vacant			
<input type="checkbox"/> Occupied			
# of Buildings:			
Sq. Ft:			
If occupied, briefly describe uses: <i>(500 character limit)</i>			
<input type="checkbox"/> Parking Lot			
<input type="checkbox"/> In Use			
<input type="checkbox"/> Not In Use			
# of Parking Spaces:			
<input type="checkbox"/> Vacant Lot			
Site Size:			
Site Control:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Form of Site Control:			
<input type="checkbox"/> Current Owner	<input type="checkbox"/> Purchase Agreement	<input type="checkbox"/> Option	<input type="checkbox"/> Other (Please Specify):
<input type="checkbox"/> Attach evidence of site control.			
<input type="checkbox"/> Attach a real estate appraisal or current tax documentation that substantiates the value of the property.			
Tenant Relocation:	Temporary:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Permanent: <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attach Temporary and/or Permanent Tenant Relocation Plan (if applicable)			

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

PROJECT DESCRIPTION						
Project Type: <i>(Check All That Apply)</i>		<input type="checkbox"/> Acquisition & Rehabilitation		<input type="checkbox"/> New Construction		
Housing Type: <i>(Check All That Apply)</i>						
<input type="checkbox"/> Family <input type="checkbox"/> Seniors <input type="checkbox"/> Special Needs <input type="checkbox"/> Veterans <input type="checkbox"/> Other (Please Specify):						
Construction Type (if new construction):						
Amenities:						
Total Number of Housing Units:				Total Number of Affordable Units:		
Total Number of Bedrooms:				Sq. Ft. of Gross Building Area:		
# of Parking Spaces:				Sq. Ft. of Net Building Area:		
Unit Breakdown						
Unit Mix:	Studio Units	1-Bdrm Units	2-Bdrm Units	3-Bdrm Units	4-Bdrm Units	Total
# of Units						
Unit Sizes						
Affordability:	Studio Units	1-Bdrm Units	2-Bdrm Units	3-Bdrm Units	4-Bdrm Units	Total
Extremely Low						
Very Low						
Low						
Total						
Attachments:						
<input type="checkbox"/> Project Vicinity Map <input type="checkbox"/> Conceptual Plans <input type="checkbox"/> Site Photos <input type="checkbox"/> High-Quality Transit Project Map <input type="checkbox"/> Community Services Project Map(s) <input type="checkbox"/> Outreach Plan <input type="checkbox"/> Support Letters <input type="checkbox"/> Marketing Plan						
PROJECT PRO FORMA						
Attachments:						
<input type="checkbox"/> Pro Forma Analysis						

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

FUNDING INFORMATION	
Amount of Funds Requested:	
Other Housing Authority Fund Previously Received, if any:	
Total Development Costs:	
Affordable Residential Only Development Costs:	
Attachments:	
<input type="checkbox"/> Detailed Scope of Work <input type="checkbox"/> Third-Party Cost Estimate	

OTHER EXPECTED FUNDING SOURCES			
Source Name	Amount	Repayment Terms	Application Status / Award Dates
Attachments:			
<input type="checkbox"/> Other Funding Sources Supporting Documentation			

PROJECT TIMELINE	
Milestone	Proposed Date (Month Year)
City Approval	
All Funding Sources Awarded	
Environmental Review & Assessment Completed	
Commencement of Construction	
Construction Completed	

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
2021 Notice of Funding Availability (NOFA)
Affordable Housing

PROJECT NARRATIVE**Attachments:**

- Project Narrative
The project narrative is a word-processed document of not more than 10 single-spaced pages responding to the questions listed in the NOFA. The document should be a font size of 10 with 1-inch margins.

MARKET DEMAND**Attachments:**

- Market Demand Narrative
The market demand narrative is a word-processed document of not more than 3 single-spaced pages for rental projects and 4 single-spaced pages for ownership projects responding to the questions listed in the NOFA. The document should be a font size of 10 with 1-inch margins.
- Market Demand Evidence (Study or Survey)

ATTACHMENT F – DEVELOPER EXPERIENCE WORKSHEETS

Provide the following information, in roughly the same format, for **at least one project and no more than five projects** developed within the last ten years.

Project Name:	Completion Date:
City:	Total Project Cost:
Number of Units:	Rental or Ownership:
New Construction or Rehabilitation:	
Project Characteristics:	
Project Income and Affordability Restrictions:	
Role of Applicant in Project:	

Major Funding Sources

Source Name	Amount

Project References - Individual in Local Governing Body most familiar with project.

(Include Name, Organization, Title or Relationship to Project, Address, and Phone)

Reference #1:	Reference #2:	Reference #3:
----------------------	----------------------	----------------------

Completion (Relative to schedule and budget at start of construction)

Budget

On time, delayed (by ___ months), etc.	Project over budget by ___%
--	-----------------------------

If applicable, explain why project was delayed or over budget:

Project Key Staff	Name	Current Title	Role in Current Project
Project Manager			
Director of Real Estate Development			
Executive Director			
Other			
Other			

ATTACHMENT G – DEVELOPER CAPACITY WORKSHEETS

Provide the following information for project staff of the proposed project.

Project Staff	Name	Role in <i>other</i> current or planned developments (For housing development staff, list role, project name, number of units, start and completion dates)	Years of Relevant Experience	Years with this Developer
Project Manager				
Director of Real Estate Development				
Executive Director				
Asset Manager		Provide the number of properties overseen by the Asset Manager:		
Controller / CFO / Accounting Manager		Provide the number of accounting staff employed by the developer:		
Other				
Other				
Other				

1.0 Narrative Cover Letter



MirkaInvestments

Affordable Housing Development ♦ Asset Management
Financial Engineering ♦ Project Finance

To Whom it May Concern,

Metropolitan Area Advisory Committee on Anti-Poverty (“MAAC”), Managing General Partner (“MGP”) and **lead** Co-Developer for MAAC National City, LP (“LP”), and MirKa Investments, LLC (“MirKa”), Administrative General Partner (“AGP”) and Co-Developer of the LP, are proud to submit a response to the National City Affordable Housing NOFA for the Azuriik Project (“Project”). If awarded, the requested \$10,000,000 in National City (“City”) funds will fill the remaining gap of the total development costs of \$197,147,112, getting the City one step closer to bringing vital and quality intergenerational affordable homes to families, seniors, and people living with developmental disabilities.

MAAC brings over 36 years of experience in developing, operating, and managing affordable housing developments. They assisted in developing over 1,000 units spanning across San Diego County, serving a diverse population of families, veterans, individuals experience or at risk of experiencing homelessness, and other special needs populations. Additionally, MAAC is the service provider for their developments offering critical wrap around services for tenants seeking economic advancement, afterschool programs, and other programs and services tailored to each project's needs.

MirKa is an emerging San Diego based developer with rapid development trajectory. MirKa leadership has over 50 years of collective housing development experience in their leadership team. This includes financial oversight and project management of permanent supportive housing, affordable housing, mixed-use, and market rate development. Since inception 4 years ago, they have brought 7 projects totaling 415 affordable units to Southern California for a combined transaction volume of approximately \$200 million. MirKa has established an impressive pipeline of 16 projects in Southern California with an anticipated 2,800 units of affordable housing anticipated within the next three to five years, with an estimated transition volume of approximately \$1.5 billion.

A partnership between the LP and National City was established in 2019 for the submittal of an Affordable Housing Sustainable Community (AHSC) application. The partnership would provide critical funds to the City to expand nearby pedestrian walk and bikeways, as well as funding to support the transit oriented urban infill Project. The application received a competitive score of 69.33 and is expected to be awarded. The Project area established with this partnership includes the Project site, and the City's expansion of the 8th Street/Roosevelt Multi-Use Trail and Bayshore Bikeway. The affordable housing Project site is located on the northeast side of Roosevelt Avenue, between West 2nd Street and West 3rd Street at 233 Roosevelt Avenue, in National City, San Diego County, California. The site totals 0.72 acres consisting of seven separate parcels. To the north of the site is a mixture of small commercial properties and single-family homes, to the south are commercial properties, adjacent to the east is a restaurant and its associated parking lot with Interstate 5 located to the west. The site is currently vacant with some uninhabitable vacant single family and multifamily structures which will be razed during site preparation. On and surrounding this site is natural vegetation including grasses, shrubs, and trees. There are no distinguished features or unique physical characteristics of the vacant project site. There are no known environmental concerns based on a Phase I Environmental Assessment Report completed in September of 2021.

The proposed Project will be a new construction Type I, single 22-story, elevator- served, high rise mixed-use affordable housing building, containing 400 units and offering 11,253 square feet of indoor and outdoor community service facility space. The exterior will include window wall system, metal panel, and porcelain/stone tile. The Project amenities will include a lobby, leasing and management offices, business center, community room with kitchen, community service facility space, exercise room, and centrally located laundry facilities. Exterior amenities will include an outdoor courtyard/picnic area, playground, vegetable garden, ping pong table, foosball table, 200 bicycle parking spaces, and 209 parking spaces in a combination of on-grade and subterranean parking garages.

Units will be set aside for households earning at or below 30, 50, 60, and 80 percent AMI, seniors (62+) earning at or below 30, 35, and 40 percent AMI. 10 percent of the senior units will be set aside for individuals living

with disabilities earning at or below 30 percent AMI. 4 units will also be set aside for nonrevenue employee units. There will be 119 OBR/ IBA at 393 SQ. FT, 203 1BR/IBA at 529 SQ. FT, 49 2BR/IBA at 921 SQ. FT, and 29 3BR/2BA at 1,192 SQ. FT, for a total of 389 bedrooms.

The Azuriik will have two service Providers. MAAC, a nationally recognized economic development organization will offer workforce and economic development services, programs, after school programming, and other vital self-sufficiency resources and referrals to the residents. Additionally, ensuring residents can age in place and continue to live in their community throughout their golden years is a priority for the Project team. MAAC will offer specialized and individualized case management to seniors and will incorporate resources, activities, and workshops that support the senior community. This includes but is not limited to wellness classes, health advocacy information, and education and workforce training for those who are currently in or wish to return to the workforce. Additionally, referrals for meal delivery services, home health and personal care aids, and transportation will also be provided.

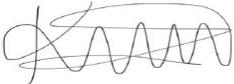
SDRC will offer extensive case management services to residents living with developmental disabilities who are clients or wish to be clients of the SDRC. Examples of services include a continuum of functional skills training that adult client may need to secure or maintain a self-sustaining level of self-sufficiency such as medical, dental, mental health, substance abuse, vocational training, personal safety and hygiene, financial management, cooking/meal preparation, transportation, and mobility training. Please see **Exhibit 2** and **Exhibit 2A** included in this application for copies of service plans.

According to the 6th Cycle RHNA Allocation, National City has a need of approximately 5,400 new units of which 1,862 accounts for extremely low to moderate income households. If awarded, the Project would account for **22% of the required RHNA allocation**. Additionally, quality and individualized services will be offered to all residents to assist with economic advancement, long term tenancy, and self-sufficiency. The Project will allow individuals living with disabilities and seniors to remain integrated into society and continue to contribute in meaningful ways which can help them gain a renewed sense of self-worth. The goal of the Project Team is to promote coordinated delivery of housing and support services through close coordination between all onsite staff, including Property Management, SDRC, and MAAC and to provide quality affordable homes that foster the success of the residents and the community.

If awarded, Arnulfo Manriquez, President and CEO of MAAC, Managing Member of MAAC National City, LLC, MGP of the LP and Kursat Misirlioglu, CEO of MirKa, AGP of the LP, have the authority to negotiate on behalf of development team. The applicant certifies that the proposal response and exhibits are true and correct at the time of submittal.

MAAC National City LP, a California limited partnership

By: MirKa Investments, LLC, it's Administrative General Partner

By: 
 Kursat Misirlioglu, CEO
kursatm@mirkainvest.com
 619-599-3852



To Whom it May Concern,

Metropolitan Area Advisory Committee on Anti-Poverty (“MAAC”), Managing General Partner (“MGP”) and **lead** Co-Developer for MAAC National City, LP (“LP”), and MirKa Investments, LLC (“MirKa”), Administrative General Partner (“AGP”) and Co-Developer of the LP, is proud to submit a response to the National City Affordable Housing NOFA for the Azuriik Project (“Project”). If awarded, the requested \$10,000,000 in National City (“City”) funds will fill the remaining gap of the total development costs of \$197,147,112, getting the City one step closer to bringing vital and quality intergenerational affordable homes to families, seniors, and people living with developmental disabilities.

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MAAC National City LP, a California limited partnership

By: MAAC National City LLC, a California limited liability company, its managing general partner

By: Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc, a California non-profit public benefit company, its managing member

By:



Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc.
Applicant and Managing Member of MGP
Arnulfo Manriquez, President and CEO
amanriquez@maacproject.org
619-426-3595 X 1253

2.0 Application Form

ATTACHMENT E – APPLICATION FORM

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

APPLICANT INFORMATION					
Applicant Name:					
Identify Applicant: <i>(Check All That Apply)</i>					
<input type="checkbox"/>	Applicant is current owner and will retain ownership.	<input type="checkbox"/>	Applicant is the project developer and will be part of the final ownership entity.	<input type="checkbox"/>	Applicant is the project developer and will not be part of the final ownership entity for the project.
Address:					
City:		State:		Zip Code:	
Contact Person:					
Phone Number:			Email:		

DEVELOPMENT TEAM MEMBERS	
Development Team Structure: <i>(Check All That Apply)</i>	
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	LLC
<input type="checkbox"/>	Other (Please Specify):
Lead Organization:	
Attachments:	
<input type="checkbox"/> Resumes of the Development Team Members <ul style="list-style-type: none"> • Information should include name, address, contact person, telephone number, and e-mail address for members of the proposed project team. • Identify the developer principals and project manager, architect, civil engineer, contractor, owner (if different than developer) and social services provider (if applicable). • If known, identify the lenders, attorneys, accountants, subcontractors, and consultants. • Resumes should include detailed description of experience. 	
<input type="checkbox"/> NOFA Attachment G (Developer Capacity Worksheets) for the development team members	
<input type="checkbox"/> Organizational Chart	
DEVELOPER EXPERIENCE WORKSHEETS	
Attachments:	
<input type="checkbox"/> NOFA Attachment F (Developer Experience Worksheets)	

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

PROJECT SUMMARY				
Project Name:				
Site Information				
Site Address:				
City:		State:		Zip Code:
Census Tract No.:		Parcel No:		
Description of Existing Conditions: <i>(1,000 character limit)</i>				
Description of Environmental Issues: <i>(1,000 character limit)</i>				
<input type="checkbox"/> Attach Project Zoning Map				
<input type="checkbox"/> Attach Evidence of Entitlement Approvals <i>(Check All That Are Attached)</i>				
<input type="checkbox"/> Copy of the Verification of Zoning and Land Use Entitlement Approvals that is submitted for tax credit applications				
<input type="checkbox"/> Zoning confirmation letter from the City				
If the project's zoning will not permit the scope of development proposed, the applicant must demonstrate to Housing Authority's satisfaction that all discretionary land use approvals can be granted within 180 days of the application submittal. Explain how you plan to obtain the necessary approvals within 180. <i>(1,000 character limit)</i>				

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

PROJECT SUMMARY (continued)			
Current Site Use: <i>(Check All That Apply)</i>			
<input type="checkbox"/> Residential			
# of Existing Units (if applicable):			
<input type="checkbox"/> Commercial			
<input type="checkbox"/> Vacant			
<input type="checkbox"/> Occupied			
# of Buildings:			
Sq. Ft:			
If occupied, briefly describe uses: <i>(500 character limit)</i>			
<input type="checkbox"/> Industrial			
<input type="checkbox"/> Vacant			
<input type="checkbox"/> Occupied			
# of Buildings:			
Sq. Ft:			
If occupied, briefly describe uses: <i>(500 character limit)</i>			
<input type="checkbox"/> Parking Lot			
<input type="checkbox"/> In Use			
<input type="checkbox"/> Not In Use			
# of Parking Spaces:			
<input type="checkbox"/> Vacant Lot			
Site Size:			
Site Control:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Form of Site Control:			
<input type="checkbox"/> Current Owner	<input type="checkbox"/> Purchase Agreement	<input type="checkbox"/> Option	<input type="checkbox"/> Other (Please Specify):
<input type="checkbox"/> Attach evidence of site control.			
<input type="checkbox"/> Attach a real estate appraisal or current tax documentation that substantiates the value of the property.			
Tenant Relocation:	Temporary:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Permanent: <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attach Temporary and/or Permanent Tenant Relocation Plan (if applicable)			

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

PROJECT DESCRIPTION						
Project Type: <i>(Check All That Apply)</i>		<input type="checkbox"/> Acquisition & Rehabilitation		<input type="checkbox"/> New Construction		
Housing Type: <i>(Check All That Apply)</i>						
<input type="checkbox"/> Family <input type="checkbox"/> Seniors <input type="checkbox"/> Special Needs <input type="checkbox"/> Veterans <input type="checkbox"/> Other (Please Specify):						
Construction Type (if new construction):						
Amenities:						
Total Number of Housing Units:				Total Number of Affordable Units:		
Total Number of Bedrooms:				Sq. Ft. of Gross Building Area:		
# of Parking Spaces:				Sq. Ft. of Net Building Area:		
Unit Breakdown						
Unit Mix:	Studio Units	1-Bdrm Units	2-Bdrm Units	3-Bdrm Units	4-Bdrm Units	Total
# of Units						
Unit Sizes						
Affordability:	Studio Units	1-Bdrm Units	2-Bdrm Units	3-Bdrm Units	4-Bdrm Units	Total
Extremely Low						
Very Low						
Low						
Total						
Attachments:						
<input type="checkbox"/> Project Vicinity Map <input type="checkbox"/> Conceptual Plans <input type="checkbox"/> Site Photos <input type="checkbox"/> High-Quality Transit Project Map <input type="checkbox"/> Community Services Project Map(s) <input type="checkbox"/> Outreach Plan <input type="checkbox"/> Support Letters <input type="checkbox"/> Marketing Plan						
PROJECT PRO FORMA						
Attachments:						
<input type="checkbox"/> Pro Forma Analysis						

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

FUNDING INFORMATION	
Amount of Funds Requested:	
Other Housing Authority Fund Previously Received, if any:	
Total Development Costs:	
Affordable Residential Only Development Costs:	
Attachments:	
<input type="checkbox"/> Detailed Scope of Work <input type="checkbox"/> Third-Party Cost Estimate	

OTHER EXPECTED FUNDING SOURCES			
Source Name	Amount	Repayment Terms	Application Status / Award Dates
Attachments:			
<input type="checkbox"/> Other Funding Sources Supporting Documentation			

PROJECT TIMELINE	
Milestone	Proposed Date (Month Year)
City Approval	
All Funding Sources Awarded	
Environmental Review & Assessment Completed	
Commencement of Construction	
Construction Completed	

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
2021 Notice of Funding Availability (NOFA)
Affordable Housing

PROJECT NARRATIVE**Attachments:**

- Project Narrative
The project narrative is a word-processed document of not more than 10 single-spaced pages responding to the questions listed in the NOFA. The document should be a font size of 10 with 1-inch margins.

MARKET DEMAND**Attachments:**

- Market Demand Narrative
The market demand narrative is a word-processed document of not more than 3 single-spaced pages for rental projects and 4 single-spaced pages for ownership projects responding to the questions listed in the NOFA. The document should be a font size of 10 with 1-inch margins.
- Market Demand Evidence (Study or Survey)

1.0 Narrative Cover Letter



November 17, 2021

Armando Vergara
 Director of Community Development
 Community Development Commission
 City of National City
 1243 National City Blvd
 National City, 91950

RE: Union Tower Cover Letter
 2312 F Avenue
 National City, CA 91950

Dear Mr. Vergara

It is with great pleasure that Wakeland Housing and Development Corporation (Wakeland) and the San Diego County Building Trades Council Family Housing Corporation (SDCBTC FHC) submit this response to National City’s Notice of Funding Availability. Our organizations, each dedicated to serving low- and moderate-income families, have partnered to develop Union Tower, a 94-unit community of affordable apartment homes with on-site services and community amenities designed to help our residents thrive. And, we will do so while adhering to the highest job quality standards.

Please see the requested cover letter information for Union Tower:

Authority to Negotiate

Rebecca Louie has the authority to negotiate on behalf of the development team.

Certification

Wakeland certifies that the proposal responses and exhibits are true and correct at the time of submittal.

Summary Information

- **Amount requested:** \$8,000,000
- **Number and size of units:** 94 units including 45 one-bedroom units, 25 two-bedroom units, and 24 three-bedroom units
- **Target population served:** Large families earning 30 – 60% AMI
- **Location:** 2312 F Avenue, National City, CA 91950
- **Total Development Cost:** \$46,458,814

Site Information

- **Current use of site:** Union Tower will be built on the site of the SDCBTC FHC - owned “National City Park Apartments”, National City’s largest affordable apartment community. In addition to creating

much needed affordable family housing in our city, the development of Union Tower will catalyze the redevelopment of this 456-unit project, which has been providing affordable housing to National City residents for over 50 years and is in need of renovation and/or replacement. To facilitate this development, two unoccupied apartment buildings totaling 32 units will be removed.

- **Distinguished features:** Union Tower will wrap around the “Olivewood Clubhouse”, a historic home constructed by Walter Kimball that is now owned by the SDBTC FHC and used for community events.
- **Any Environmental Issues:** Union Tower’s Phase I ESA Report showed no evidence of recognized environmental conditions.

Physical Characteristics

- **Type of construction:** New construction, Type V and Type III over Type I
- **Number of stories :** Two buildings, four and seven stories respectively
- **Location:** 2312 F Avenue, National City, CA 91950

Amenities and Services

- **Common facilities and amenities** – Computer lab, community room with kitchen, and office space for property management. The site is conveniently located near two bus lines and the 24th street trolley stop, as well as numerous employment, shopping, and educational amenities.
- **Resident service programs:**– Residents will have access to financial literacy trainings, tutoring, computer classes, health and wellness classes, career coaching, job search assistance and other services as needed by the community.

Funding Type Limitations

- Union Tower is scheduled to apply for Low Income Housing Tax Credits from the California Tax Credit Allocation Committee and for Tax-Exempt Bonds from the California Debt Limit Allocation Committee in the February 2022 round. The partners in this development prefer the project to not have Federal funds as that would reduce the timing and administrative burden related to NEPA as the development applies to other funding sources. However, we are open to Federal funds and Wakeland has a CHDO that can participate in the project to meet the HUD CHDO requirements, if necessary.

Please feel free to contact Rebecca Louie at 619-203-4781 or rlouie@wakelandhdc.com with any questions.

Sincerely,



Rebecca Louie
VP/Chief Operating Officer
Wakeland Housing and Development Corporation



Dave Gauthier
Interim CEO
San Diego Building Trades Council Family Housing Corporation

2.0 Application Form

ATTACHMENT E – APPLICATION FORM

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

APPLICANT INFORMATION					
Applicant Name:					
Identify Applicant: <i>(Check All That Apply)</i>					
<input type="checkbox"/>	Applicant is current owner and will retain ownership.	<input type="checkbox"/>	Applicant is the project developer and will be part of the final ownership entity.	<input type="checkbox"/>	Applicant is the project developer and will not be part of the final ownership entity for the project.
<input type="checkbox"/>	Other (Please Specify):				
Address:					
City:		State:		Zip Code:	
Contact Person:					
Phone Number:			Email:		

DEVELOPMENT TEAM MEMBERS	
Development Team Structure: <i>(Check All That Apply)</i>	
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	LLC
<input type="checkbox"/>	Other (Please Specify):
Lead Organization:	
Attachments:	
<input type="checkbox"/>	Resumes of the Development Team Members <ul style="list-style-type: none"> • Information should include name, address, contact person, telephone number, and e-mail address for members of the proposed project team. • Identify the developer principals and project manager, architect, civil engineer, contractor, owner (if different than developer) and social services provider (if applicable). • If known, identify the lenders, attorneys, accountants, subcontractors, and consultants. • Resumes should include detailed description of experience.
<input type="checkbox"/>	NOFA Attachment G (Developer Capacity Worksheets) for the development team members
<input type="checkbox"/>	Organizational Chart
DEVELOPER EXPERIENCE WORKSHEETS	
Attachments:	
<input type="checkbox"/>	NOFA Attachment F (Developer Experience Worksheets)

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

PROJECT SUMMARY				
Project Name:				
Site Information				
Site Address:				
City:		State:		Zip Code:
Census Tract No.:		Parcel No:		
Description of Existing Conditions: <i>(1,000 character limit)</i>				
Description of Environmental Issues: <i>(1,000 character limit)</i>				
<input type="checkbox"/> Attach Project Zoning Map				
<input type="checkbox"/> Attach Evidence of Entitlement Approvals <i>(Check All That Are Attached)</i>				
<input type="checkbox"/> Copy of the Verification of Zoning and Land Use Entitlement Approvals that is submitted for tax credit applications				
<input type="checkbox"/> Zoning confirmation letter from the City				
If the project's zoning will not permit the scope of development proposed, the applicant must demonstrate to Housing Authority's satisfaction that all discretionary land use approvals can be granted within 180 days of the application submittal. Explain how you plan to obtain the necessary approvals within 180. <i>(1,000 character limit)</i>				

Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
 2021 Notice of Funding Availability (NOFA)
 Affordable Housing

PROJECT SUMMARY (continued)			
Current Site Use: <i>(Check All That Apply)</i>			
<input type="checkbox"/> Residential			
# of Existing Units (if applicable):			
<input type="checkbox"/> Commercial			
<input type="checkbox"/> Vacant			
<input type="checkbox"/> Occupied			
# of Buildings:			
Sq. Ft:			
If occupied, briefly describe uses: <i>(500 character limit)</i>			
<input type="checkbox"/> Industrial			
<input type="checkbox"/> Vacant			
<input type="checkbox"/> Occupied			
# of Buildings:			
Sq. Ft:			
If occupied, briefly describe uses: <i>(500 character limit)</i>			
<input type="checkbox"/> Parking Lot			
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# of Parking Spaces:			
<input type="checkbox"/> Vacant Lot			
Site Size:			
Site Control:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Form of Site Control:			
<input type="checkbox"/> Current Owner	<input type="checkbox"/> Purchase Agreement	<input type="checkbox"/> Option	<input type="checkbox"/> Other (Please Specify):
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<input type="checkbox"/> Attach a real estate appraisal or current tax documentation that substantiates the value of the property.			
Tenant Relocation:	Temporary:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Permanent: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Application Form

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Housing Type: <i>(Check All That Apply)</i>						
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Construction Type (if new construction):						
Amenities:						
Total Number of Housing Units:				Total Number of Affordable Units:		
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Affordability:	Studio Units	1-Bdrm Units	2-Bdrm Units	3-Bdrm Units	4-Bdrm Units	Total
Extremely Low						
Very Low						
Low						
Total						
Attachments:						
<input type="checkbox"/> Project Vicinity Map <input type="checkbox"/> Conceptual Plans <input type="checkbox"/> Site Photos <input type="checkbox"/> High-Quality Transit Project Map <input type="checkbox"/> Community Services Project Map(s) <input type="checkbox"/> Outreach Plan <input type="checkbox"/> Support Letters <input type="checkbox"/> Marketing Plan						
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Attachments:						
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Submittal Deadline: November 19, 2021

Application Form

Community Development Commission-Housing Authority of the City of National City
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Other Housing Authority Fund Previously Received, if any:	
Total Development Costs:	
Affordable Residential Only Development Costs:	
Attachments:	
<input type="checkbox"/> Detailed Scope of Work <input type="checkbox"/> Third-Party Cost Estimate	

OTHER EXPECTED FUNDING SOURCES			
Source Name	Amount	Repayment Terms	Application Status / Award Dates
Attachments:			
<input type="checkbox"/> Other Funding Sources Supporting Documentation			

PROJECT TIMELINE	
Milestone	Proposed Date (Month Year)
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RESOLUTION NO. 2022 -

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY (“HOUSING AUTHORITY”) APPROVING A CONDITIONAL AWARD OF TEN MILLION DOLLARS (\$10,000,000) FROM THE HOUSING AUTHORITY’S HOUSING FUND TO THE 400-UNIT AZURIIK AFFORDABLE HOUSING PROJECT BY THE METROPOLITAN ADVISORY COMMITTEE ON ANTI-POVERTY (“MAAC”) LOCATED AT 233 ROOSEVELT AVENUE

WHEREAS, a Notice of Funding Availability (NOFA) for up to \$10,000,000.00 for the funding of affordable housing in National City was included in a strategic goal of Housing Authority’s Strategic Plan the was approved by the Connunity Development Commission-Housing Authority on August 3, 2021; and

WHEREAS, the Notice of Funding Availability (NOFA) for affordable housing was released on October 14, 2021, and applications were due on November 19, 2021; and

WHEREAS, the NOFA made approximately ten million dollars (\$10,000,000.00) in total funds available for all capital requests for new construction, acquisition with rehabilitation, or rehabilitation of affordable housing serving households earning up to 60% of the Area Median Income (AMI) for rental projects and households earning up to 80%-120% of the AMI for homeownership projects. Capital funds are from the Housing Authority’s Housing Fund and are subject only to the conditions set forth in the NOFA; and

WHEREAS, after the release of the NOFA on October 14, 2021, a total of two (2) applications were received by the November 19, 2021 deadline. The applications were reviewed for compliance in terms of the NOFA and evaluated according to the established NOFA Evaluation Criteria. Projects were then ranked based on the scoring criteria described in the NOFA.; and

WHEREAS, based on the NOFA scoring results, the recommendation is to fund a loan of up to \$10,000,000.00 to the 400-unit Azuriik Affordale Housing Project at 233 Roosevelt Avenue by the Metropolitan Area Advisory Committee on Anti-Poverty (“MAAC”); and

WHEREAS, on October 21, 2019 the City of National City Planning Department determined that the Azuriik Affordable Housing Project will not have a significant effect on the environment in accordance with CEQA Section 21108 or 21152.

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

Section 1: Approves a conditional award of Ten Million Dollars (\$10,000,000.00) from the Housing Authority’s Housing Fund to the 400-unit Azuriik Affordable Housing Project by the Metropolitan Advisory Committee on Anti-Poverty (“MAAC”) located at 233 Roosevelt Avenue in National City, California.

Section 2: Once the developer has secured its financing, including remaining gap funding sources, Housing Authority staff and its financial consultants will underwrite the final loan amount, not to exceed Ten Million Dollars (\$10,000,000.00), and draft loan documents for approval by the developer and General Counsel of the Housing Authority.

Section 3: The awarded Affordable Housing Project will be subject to the terms and conditions of Project Labor Agreement currently being negotiated between the City of National City and the San Diego Building and Construction Trades Council if the Project Labor Agreement is fully executed and in effect before the loan is funded by the Housing Authority.

Section 4: The loan award is not final until a Loan Agreement is approved by the Housing Authority.

Section 5: The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 18th day of January, 2022.

Alejandra Sotelo-Solis, Chairwoman

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., General Counsel

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 # ____
01/18/22

CITY MANAGER REPORT

(City Manager)