



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, JUNE 7, 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 Celebrates LGBTQ+ Pride Month by recognizing Rainbow Spaces.](#)

AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

2. [Introduction of New City Employees.](#)
3. [Olivewood Gardens Presentation. \(Library and Community Services\)](#)

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. [Approval of City Council Meeting Minutes. \(City Clerk\)](#)
6. [Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to July 5, 2022, as required by AB 361. \(City Clerk\)](#)
7. [Adoption of a Resolution of the City Council of the City of National City, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements of Qualifications Submitted to the Voters at an Election to be Held on Tuesday, November 8, 2022. \(City Clerk\)](#)
8. [Adoption of a Resolution of the City Council of the City of National City, California, Providing Notice of and Calling for the Holding of a General](#)

Municipal Election, for the Purpose of the Election of Certain Elected Officials, Requesting the San Diego County Board of Supervisors to Consolidate the Municipal Election with the Statewide Gubernatorial Municipal Election on Tuesday, November 8, 2022, as Required by the Provisions of the Laws of the State of California Relating To General Law Cities. (City Clerk)

9. Adoption of a Resolution of the City Council of the City of National City, California, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election. (City Clerk)
10. Resolution of the City Council of the City of National City, California, ratifying the submission of the U.S Department of Housing and Urban Development (HUD) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2022-2023 Annual Action Plan. (Housing Authority)
11. Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Proposals (“RFP”) for an Enterprise Resource Planning (ERP) System and Implementation Services. (Finance)
12. Resolution of the City Council of the City of National City, California approving the Engineer’s Report for and initiating proceedings of the levy and collection of assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2022/23. (Planning)
13. Resolution of the City Council of the City of National City, California declaring its intention to conduct a public hearing on June 21, 2022 and to levy and collect assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2022/23. (Planning)
14. Resolution of the City Council of the City of National City, California 1) ratifying acceptance of funds in the total amount of \$15,819 awarded to the City of National City from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery (CalRecycle) for FY22 to implement recycling projects and programs such as beverage recycling containers in city parks, clean-up activities, and educational materials; 2) authorizing the acceptance of the Beverage Container Recycling City/County Payment Program funds for \$15,819 and the establishment of the Trash Rate Stabilization Fund appropriation of \$15,819 and corresponding revenue budget for the implementation of recycling projects and programs. (Engineering/Public Works)
15. Resolution of the City Council of the City of National City, California accepting a Grant Deed from KD Cove, LLC for a Street Dedication for a portion of E. 31st Street between the southerly line of “B” Avenue and “C” Avenue, to be

[vacated for public use, and authorizing the Mayor to execute the certification thereof evidencing the City's consent to and acceptance of the Grant Deed. \(Engineering/Public Works\)](#)

16. [Resolution of the City Council of the City of National City approving the temporary street closure of Newell Street and 22nd Street scheduled to take place during the period of June 8th, 2022 through July 28th, 2022, for the construction of a neighborhood traffic circle at this intersection. \(Engineering/Public Works\)](#)
17. [Resolution of the City Council of the City of National City, California authorizing the acceptance of the California State Library Lunch at the Library Grant in the amount of \\$800 to fund library programs and authorizing the establishment of a Library Grants Fund appropriation of \\$800 and corresponding revenue budget. \(Library and Community Services\)](#)
18. [Investment transactions for the month ended April 30, 2022. \(Finance\)](#)
19. [Warrant Register #42 for the period of 4/15/22 through 4/21/22 in the amount of \\$1,740,797.06. \(Finance\)](#)
20. [Warrant Register #43 for the period of 4/22/22 through 4/28/22 in the amount of \\$950,740.08. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

21. [Resolution of the City Council of the City of National City, California adopting a budget for fiscal year 2023. \(Finance\)](#)
22. [Adoption of Resolutions Ordering the Submission of a Ballot Measure to the qualified voters of the City of National City at the Statewide Gubernatorial Municipal Election to be held on November 8, 2022, to make the Office of City Clerk Appointive. \(City Manager\)](#)
23. [Adoption of Resolutions Ordering the Submission of a Ballot Measure to the qualified voters of the City of National City at the Statewide Gubernatorial Municipal Election to be held on November 8, 2022, to make the Office of City Treasurer Appointive. \(City Clerk\)](#)

NEW BUSINESS

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

24. [Resolution of the Community Development Commission-Housing Authority of the City of National City, California to Amend and Restate the Disposition and Development Agreement \(DDA\) with San Diego Habitat for Humanity \(Habitat\) in its entirety the Prior Agreement and further removes San Diego Community Land Trust as a party to this Agreement and terminates its respective obligations under the Prior Agreement by removing the San Diego Land Trust for the development of six affordable homeownership units at 405-419 West 18th Street in National City, and authorizing the Executive Director of the CDC-HA to execute the DDA. \(Housing Authority\)](#)

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

25. [Resolution of the Community Development Commission-Housing Authority of the City of National City, California \(“Housing Authority”\) approving two conditional loan awards for funding requested through the Affordable Housing Notice of Funding Availability \(“NOFA”\) released on October 14, 2021 of Eight Million Dollars \(\\$8,000,000\) to the Union Tower Affordable Housing Project by Wakeland Housing Development and Housing Corporation and Two Million Dollars \(\\$2,000,000\) to the Azuriik Affordable Housing Project by MAAC National City, LP. \(Housing Authority\)](#)

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

26. [City Manager Report. \(City Manager\)](#)

MAYOR AND CITY COUNCIL

27. [City Council Policy #105 request to agendize at a future meeting repealing or amending National City Municipal Code Title 11, Chapter 11.68 – Cruising Ordinance - Councilmember Jose Rodriguez.](#)
28. [City Council Policy #105 request to agendize at a future meeting that the City Manager/Administrative Services Director provide an update on current employee retention and recruitment efforts - Vice Mayor Marcus Bush.](#)

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 - June 21, 2022 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City Celebrates LGBTQ+ Pride Month by recognizing Rainbow Spaces.](#)
Please scroll down to view the backup material.

Item # ____
06/07/22

**National City Celebrates LGBTQ+ Pride Month
by recognizing Rainbow Spaces**

The following page(s) contain the backup material for Agenda Item: [Introduction of New City Employees](#).

Please scroll down to view the backup material.

Item # ____
06/07/22

Introduction of New City Employees

(City Manager)

The following page(s) contain the backup material for Agenda Item: [Olivewood Gardens Presentation. \(Library and Community Services\)](#)
Please scroll down to view the backup material.

Item # ____

06/07/22

**PRESENTATION
OLIVEWOOD GARDENS**

(Library & Community Services)



OlivewoodTM

Gardens & Learning Center



2525 N Ave. National City, CA | www.olivewoodgardens.org

Our Mission

The Mission of Olivewood Gardens and Learning Center is to inspire youth and adults to be healthy and active citizens through organic gardening, environmental stewardship, and nutrition education.



Our Purpose

Inspiring Healthy Families and a Healthy Environment



Our Community

- Youth, adults, and families in National City, Chula Vista, and South San Diego
- Community impacted by history of social inequities
- Disproportionate levels of chronic disease resulting from limited access to fresh food and green space, air pollution
- Median income: \$43,168
- 63% Latinx, 17% Asian
- 40.7% migrant population



Children's Garden & Nutrition Education Program

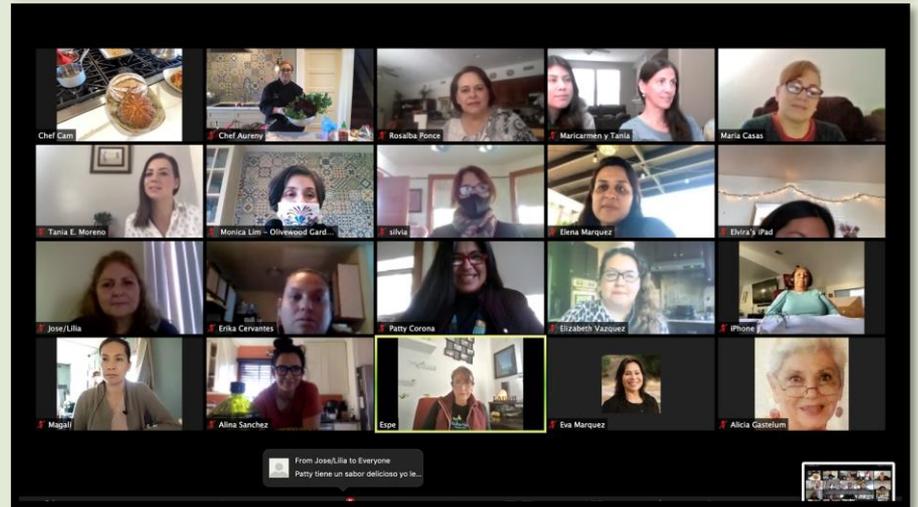


School Wellness & School Garden Support



COOKING FOR SALUD!™

Empowering you to create a healthy kitchen within your home



Kitchenistas Community Engagement Program



High School Leadership Programs

Garden 2 Kitchen



Sustainable Urban Agriculture



Building Sustainable Communities



Ongoing Learning



Food Access & Advocacy Programs



Our Impact



Kids are eating more fruits and vegetables and are more connected to the earth



Families are cooking and eating healthy meals together, and growing their own food

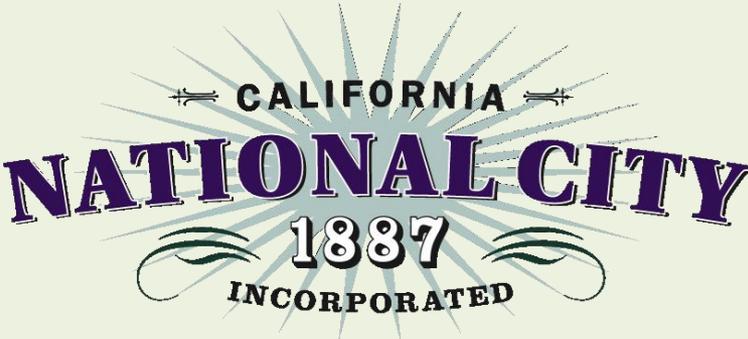


Adults and youth are becoming health leaders within their families and community



Our community is building capacity to lead health equity and champion food justice

Paradise Creek Community Garden



Paradise Creek Community Garden

Current Hours, Please Stop By:

Tuesday - 3 to 6 p.m.

Wednesday - 8 a.m. to 1 p.m.

Thursday 3 to 6 p.m.

Saturday 10 a.m. to 2 p.m.



Paradise Creek Community Garden

- Garden beds available
- Monthly Programs
 - Garden Workshops
 - Clean-ups
- Farm Truck with Fresh Produce



Thank you!



olivewoodgardens.org

Info@olivewoodgardens.org

2525 N Avenue, National City

(619) 434-4281

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 # ____

06/07/22

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)

The following page(s) contain the backup material for Agenda Item: [Approval of City Council Meeting Minutes. \(City Clerk\)](#)
Please scroll down to view the backup material.

APPROVAL OF CITY COUNCIL MEETING MINUTES

CITY COUNCIL OF THE CITY OF NATIONAL CITY:

Virtual Special Meeting Minutes: March 15, 2022 at 4:00 p.m.

Virtual Special Meeting Minutes: March 21, 2022 at 3:00 p.m.

Virtual Regular Meeting Minutes: April 5, 2022 at 6:00 p.m.

Virtual Special Closed Session Meeting Minutes: April 5, 2022 at 3:00 p.m.

Virtual Special Meeting Minutes: April 12, 2022 at 4:00 p.m.

Virtual Special Closed Session Meeting Minutes: April 12, 2022 at 3:00 p.m.

(City Clerk)



**MINUTES OF A SPECIAL MEETING
NATIONAL CITY COUNCIL**

March 15, 2022

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 4:10 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis
Other Elected Officials present: Molina
Administrative Officials present: Raulston, Winney, Bell Jr., Chapel
Consultants: Matt Rexroad, Fabian Valdez Jr.

Interpretation in Spanish provided by Carlos Diaz.

Councilmember Rios led the Pledge of Allegiance.

PUBLIC COMMENT

No public comment for non-agenda items.

PUBLIC HEARING: ORDINANCES AND RESOLUTIONS

1. Public Hearing to Consider District Elections and Final Map Consideration.

City Clerk Molina read the title of the Item into the record.

Mayor Sotelo-Solis introduced City Clerk Molina who provided a summary and introduced Matt Rexroad, consultant with Redistricting Insights. Fabian Valdez Jr. provided a PowerPoint presentation, including maps submitted by members of the public, and addressed questions from Council.

Mayor Sotelo-Solis declared the Public Hearing open at 4:25 p.m.

Public Comment:

Ten (10) speakers registered and provided comment: Monseratt Hernandez, Alicia Sanchez, Myleen Abuan, Kandi Custodio-Tan, Jose Franco Garcia, Marianne Delatorre, Mae Case, Kristina Manaquil, Julio DeGuzman, and Joann Fields.

Twenty-six (26) written comments were received and read: Amy Castaneda, Angela Subido, Aurora Soriano Cudal, Silvia Calzada, Jerry Cano, Teddy Datuin, Debbie Espe - Neighborhood Voices of San Diego, Diana Go, Dyno - Asian Solidarity Collective, Joyce Ann Eclarino, Eric - Asian Solidarity Collective, Femie Villaflores, David Garcias, Jose Lopez, Karla Nava, Ken Seaton-Msemaji, Alfredo Leano, Joseph V. Mazares III, Pebblz Luv, Angelica Ramirez, Myrna TF Reyes, Ron Cho, Cynthia Suero-Gabler, Stacey Uy, Board of Directors – COPAO, and Mark Leo.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to close the Public Hearing at 6:01 p.m.

Motion carried by unanimous vote.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to select the map from Public Submission #4 (submitted by the group South Bay Collective for Fair Representation) for adoption.

Substitute motion by Councilmember Rodriguez, seconded by Councilmember Morrison, to select the adjusted map from Public Submission #1 (submitted by the group APAC) for adoption.

Ayes: Morrison, Rodriguez

Nays: Rios, Bush, Sotelo-Solis

Motion failed by 2-3 vote.

Vote on original motion to accept map from Public Submittal #4.

Ayes: Rios, Rodriguez, Bush, Sotelo-Solis

Nays: Morrison

Motion carried by 4-1 vote.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City, Tuesday, April 5, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 6:03 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of June 7, 2022.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

March 21, 2022

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 3:07 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Morrison, Rios, Rodriguez, Bush, Sotelo-Solis
Other Elected Officials present: Molina
Administrative Officials present: Raulston, Winney, Bell Jr., Chapel
Consultants: Fabian Valdez Jr., Aleks Giragosian

Interpretation in Spanish provided by Carlos Diaz.

Vice-Mayor Bush led the Pledge of Allegiance.

PUBLIC COMMENT

No public comment for non-agenda items.

PUBLIC HEARING: ORDINANCES AND RESOLUTIONS

1. Public Hearing to Consider District Elections and Numbering Districts Map.

City Clerk Molina read the title of the Item into the record.

Mayor Sotelo-Solis introduced City Clerk Molina who provided a summary. Deputy City Clerk Chapel provided a report. Fabian Valdez, consultant with Redistricting Insights provided a PowerPoint presentation, including numbering scenarios, and addressed questions from Council.

Mayor Sotelo-Solis declared the Public Hearing open at 3:49 p.m.

Public Comment:

Four (4) written comments were received and read: Cynthia Suero-Gabler, Thelma Virata de Castro, Myrna Reyes, and Marianne Delatorre.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Morrison, to close the Public Hearing at 3:49 p.m.

Motion carried by unanimous vote.

Mayor Sotelo-Solis offered a bifurcated motion to first agree to assignment in a clockwise direction, and then a random draw for the sequencing of the districts.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Vice-Mayor Bush, to start the ordering of the districts in a clockwise direction beginning with the district closest to the water. Then, conduct a random draw to assign sequencing numbers to each district. Vice-Mayor Bush rescinded his second. Councilmember Rios seconded the motion.

Ayes: Rios, Sotelo-Solis

Nays: Morrison, Rodriguez, Bush

Motion failed by 2-3 vote.

ACTION: Motion by Councilmember Morrison, seconded by Mayor Sotelo-Solis, to select numbering scenario C from the Staff presentation.

Ayes: Morrison, Rios, Sotelo-Solis

Nays: Rodriguez, Bush

Motion passed by 3-2 vote.

2. CONTINUED: Public Hearing to Consider District Elections and Random Draw to Determine Sequencing.

City Clerk Molina read the title of the Item into the record.

Mayor Sotelo-Solis introduced City Clerk Molina who provided an explanation for conducting the draw. Deputy City Clerk Chapel addressed questions from member of the City Council.

Mayor Sotelo-Solis declared the Public Hearing open at 4:00 p.m.

Public Comment:

One (1) written comment was received and read: Thelma Virata de Castro.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to close the Public Hearing at 4:03 p.m.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to select District 1 and District 3, as shown in numbering scenario C, for election in November 2022.

Substitute motion by Councilmember Morrison to accept Staff's recommendation to conduct a drawing of evens and odds to determine the sequencing of the districts.

Motion died for lack of a second.

Vote on original motion select District 1 and District 3, as shown in numbering scenario C, for election in November 2022.

Ayes: Rios, Rodriguez, Bush, Sotelo-Solis

Nays: Morrison

Motion carried by 4-1 vote.

City Attorney Bell suggested that City Council give direction to Staff to notice Item 2 for a future meeting, due to the different manner pursued for sequencing of the districts, to allow for proper notice to the Public and to finalize the decision on the sequencing.

Deputy City Clerk Chapel suggested that the timeline allows for the next special public hearing to occur on April 12, 2022 at 4:00 p.m.

Mayor Sotelo-Solis gave direction to Staff, as discussed.

3. CONTINUED: An Urgency Ordinance of the City Council of the City of National City, California, Establishing City Council Election District Boundaries, Sequencing Elections Within Those Boundaries, and Adding Chapter 2.77 ("By-District Elections") of Title 2 ("Administration") to the National City Municipal Code to Change the City's Electoral System from At-Large to By-District with Respect to Electing Members of the City Council.

Mayor Sotelo-Solis gave direction to Staff, as discussed.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City, Tuesday, April 5, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 4:22 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of June 7, 2022.

Alejandra Sotelo-Solis, Mayor



**MINUTES OF THE VIRTUAL REGULAR MEETING
OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT
COMMISSION – HOUSING AUTHORITY
OF THE CITY OF NATIONAL CITY**

April 5, 2022

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

The City Council minutes are prepared and ordered to correspond to the City Council Agenda. Agenda Items can be taken out of order during the meeting. The Agenda Items were considered in the order presented.

A. CITY COUNCIL

CALL TO ORDER

The meeting was called to order at 6:03 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Morrison, Rios, Rodriguez, Sotelo-Solis

Absent: Bush

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Brennan, Barrera, Yano, Aguirre, Ryan, Gilman, Meteau, Vergara, Parra, Tellez, Lopez, Garcia.

Interpretation in Spanish provided by Luisa Diaz de Leon.

PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rodriguez led the Pledge of Allegiance.

PUBLIC COMMENTS

Mayor Sotelo-Solis summarized the process for acceptance of live public comment allowing three (3) minute per comment and introduced City Clerk Molina.

No spoken comments.

Two (2) written comment were received and read: A. Delgado, and Christine Middleton and Henry Manriquez.

PROCLAMATIONS AND CERTIFICATES - No agenda items

AWARDS AND RECOGNITIONS - No agenda items

PRESENTATIONS - No agenda items

INTERVIEWS / APPOINTMENTS - No agenda items

REGIONAL BOARDS AND COMMITTEE REPORTS

Port of San Diego Commissioner Sandy Naranjo provided a report on the Port.

Mayor Sotelo-Solis reported on the business of San Diego Association of Governments (SANDAG), and San Diego Community Power (SDCP).

Councilmember Morrison reported on the business of the Regional Solid Waste Association (RSWA).

Councilmember Rios reported on the business of the Sweetwater Authority Board, and the San Diego County Water Authority (SDCWA).

Councilmember Rodriguez announced that the Metro Wastewater Joint Powers Authority (JPA) meeting is forthcoming.

CONSENT CALENDER

Public Comment:

One (1) spoken comment was registered and heard: Chad Matkowski (Item 4).

ACTION: Motion by Councilmember Rios, seconded by Councilmember Rodriguez, to approve the Consent Calendar Items 1 through 17.

Motion carried by 4-0 vote.

1. Approved 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.
2. Approved City Council Meeting Minutes - February 2022.
3. Adopted Resolution No. 2022-47. Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to May 3, 2022, as required by AB 361.
4. Adopted Resolution No. 2022-48. Resolution of the City Council of the City of National City, California, approving an agreement between the City of National City and the National City Chamber of Commerce for a not to exceed amount of \$50,000 to assist in addressing the negative impacts of the pandemic to the National City business community and appropriating \$50,000 from the American Rescue Plan Act funds allocated to General Fund offsets for the agreement.

5. Adopted Resolution No. 2022-49. Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Qualifications (“RFQ”) for Employment and Labor Law legal services for the City of National City.
6. Adopted Resolution No. 2022-50. Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute a Common Interest and Mutual Defense Agreement between the San Diego Unified Port District and the City of National City.
7. Adopted Resolution No. 2022-51. Resolution of the City Council of the City of National City, California 1) accepting the work performed by Perry Electric, Inc. for the Citywide Pedestrian Safety Improvements Project, CIP No. 19-13; 2) approving the final contract amount of \$336,625.42; 3) ratifying the release of retention in the amount of \$16,831.27; and 4) authorizing the Mayor to sign the Notice of Completion for the project.
8. Adopted Resolution No. 2022-52. Resolution of the City Council of the City of National City, California 1) accepting the work performed by Baker Electric for the Citywide Safety Lighting Enhancements Project, CIP No. 19-15; 2) approving the final contract amount of \$74,763.84; 3) ratifying the release of retention in the amount of \$3,738.19; and 4) authorizing the Mayor to sign the Notice of Completion for the project.
9. Adopted Resolution No. 2022-53. Resolution of the City Council of the City of National City, California 1) accepting the work performed by Lekos Electric, Inc. for the E. 4th Street Protected Left Turn Enhancements Project, CIP No. 19-14; 2) approving the final contract amount of \$105,934.20; 3) ratifying the release of retention in the amount of \$5,296.71; and 4) authorizing the Mayor to sign the Notice of Completion for the project.
10. Adopted Resolution No. 2022-54. Resolution of the City Council of the City of National City, California 1) accepting the work performed by Select Electric, Inc. for the Fiber Optic Traffic Signal Interconnect Expansion, Phase 2, CIP 19-08; 2) approving the final contract amount of \$383,120.74; 3) ratifying the release of retention in the amount of \$19,156.04; and 4) authorizing the Mayor to sign the Notice of Completion for the project.
11. Adopted Resolution No. 2022-55. Resolution of the City Council of the City of National City, California 1) accepting the work performed by HMS Construction, Inc. for the Pedestrian ADA Improvements Project, CIP No. 19-09; 2) approving the final contract amount of \$234,669.20; 3) ratifying the release of retention in the amount of \$11,733.47; and 4) authorizing the Mayor to sign the Notice of Completion for the project.
12. Approved Temporary Use Permit - Community Easter sponsored by Heart Revolution Church at 1920 Sweetwater Road on April 17, 2022 from 9 a.m. to 3 p.m. with no waiver of fees.
13. Approved Temporary Use Permit – National Day of Prayer sponsored by Heart Revolution Church at Kimball Park Bowl on May 5, 2022 with no waiver of fees.
14. Approved Temporary Use Permit – 3rd Annual End of Summer Car Show hosted by the San Diego Lowrider Coalition at Kimball Park on Saturday, September 17, 2022 from 11 a.m. to 5 p.m. with no waiver of fees.
15. Approved Investment transactions for the month ended January 31, 2022.

16. Ratified Warrant Register #34 for the period of 2/18/22 through 2/24/22 in the amount of \$2,023,377.88
17. Ratified Warrant Register #35 for the period of 2/25/22 through 3/3/22 in the amount of \$454,794.97

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

18. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, Repealing and Replacing National City Municipal Code Chapter 2.75, entitled, Election Campaign Regulations.

City Clerk Molina read the title of the Ordinance into the record. Deputy City Clerk Chapel provided the report and addressed questions from the City Council.

Mayor Sotelo-Solis declared the Public Hearing open at 6:40 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to close the Public Hearing at 6:41 p.m.
Motion passed by 4-0 vote.

ACTION: Motion by Councilmember Rios, seconded by Mayor Sotelo-Solis, to adopt the Ordinance. Motion was amended to include direction to Staff to bring back an agenda item for discussion of campaign contribution limits for future candidates at \$1,000 for Mayor and \$500 for City Councilmember seats.

Substitute motion by Councilmember Morrison, seconded by Councilmember Rodriguez to adopt the Ordinance as presented.

Ayes: Morrison, Rodriguez
Nays: Rios, Sotelo-Solis
Motion failed by 2-2 vote.

Vote on original motion.

Ayes: Rios, Sotelo-Solis
Nays: Morrison, Rodriguez
Motion failed by 2-2 vote.

Ordinance has failed for lack of majority support and will not return for adoption.

19. Adopted Ordinance No. 2022-2499. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, Amending Municipal Code 9.60.230 (Evidence of a Cannabis Owner(s), and Representatives(s) Background Check Required) and 9.60.230(j) (general Operating Requirements for all Commercial Cannabis Businesses).

City Clerk Molina read the title of the Ordinance into the record.

Mayor Sotelo-Solis introduced Economic Development Specialist Megan Gamwell who presented the report and addressed questions from the City Council.

Mayor Sotelo-Solis declared the Public Hearing open at 7:27 p.m.

Public Comment:

Three (3) spoken comments were registered and heard: Judith Strang, Kelly McCormick, and Becky Rapp.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Morrison, to close the Public Hearing at 7:33 p.m.

Motion passed by 4-0 vote.

ACTION: Motion by Councilmember Rodriguez, seconded by Mayor Sotelo-Solis, to adopt the Ordinance.

Motion passed by 4-0 vote.

NON CONSENT RESOLUTIONS - No agenda items

NEW BUSINESS

20. Accepted Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at an existing restaurant (Teriyaki Sun) located at 4 N. Euclid Avenue, Suite A. (Applicant: Jose Armando Lua) (Case File 2021-24 CUP).

City Clerk Molina read the title of the Item into the record.

Mayor Sotelo-Solis introduced Principal Planner Martin Reeder who provided remarks.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to concur with the Planning Commission’s recommendation to accept and file the Notice of Decision.

Motion passed by 4-0 vote.

21. CONTINUED Notice of Decision – Planning Commission approval of a Conditional Use Permit for distilled spirits sales (Type 21) at a proposed retail outlet (Tahona Mercado) to be located at 802 ‘B’ Avenue. (Applicant: Amar Harrag) (Case File 2021-27 CUP).

City Clerk Molina read the title of the Item into the record.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to continue this item to a future public hearing.

Motion passed by 4-0 vote.

22. Accepted Notice of Decision – Planning Commission approval of a Conditional Use Permit for the operation of a veterinary clinic at an existing Petco store located at 3426 Highland Ave, Suite B. (Applicant: Pierre Cabral) (Case File 2021-29 CUP).

City Clerk Molina read the title of the Item into the record.

Mayor Sotelo-Solis introduced Principal Planner Martin Reeder who provided remarks.

Public Comment: None

ACTION: Motion by Councilmember Morrison, seconded by Mayor Sotelo-Solis, to concur with the Planning Commission’s recommendation to accept and file the Notice of Decision.

Motion passed by 4-0 vote.

23. Accepted Notice of Decision – Planning Commission approval of a Conditional Use Permit for the modification of an existing wireless communications facility located at 700 National City Blvd. (Applicant: J5 for Dish) (Case File 2021-30 CUP).

City Clerk Molina read the title of the Item into the record.

Mayor Sotelo-Solis introduced Principal Planner Martin Reeder who provided remarks and addressed questions from City Councilmembers.

Public Comment: None

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Rios, to concur with the Planning Commission’s recommendation to accept and file the Notice of Decision.

Motion passed by 4-0 vote.

24. Accepted Temporary Use Permit – Cruise Nights hosted by United Lowrider Coalition from May 6, 2022 to October 7, 2022 with no waiver of fees.

City Clerk Molina read the title of the Item into the record.

Mayor Sotelo-Solis introduced Director of Community Development Vergara who provided the report. Chief of Police Tellez was present to address questions.

Public Comment:

One (1) verbal comment was registered and heard: Jovita Arellano

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rodriguez, to approve the decision and recommend that the temporary use permit be filed with an amendment to extend the route as 6th Street to 28th Street, and contingent upon submission of an agreement letter from the staging site: Sweetwater High School.

Motion passed by 4-0 vote.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY – No agenda items

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

- 25. Adopted Resolution No. 2022-83. Public Hearing and Resolution of the Community Development Commission-Housing Authority of the City of National City, California approving the Streamlined Annual Public Housing Agency Plan (“Annual PHA Plan”) for the Housing Choice Voucher Program for Fiscal Year 2022-2023 and authorizing the submittal of the Annual PHA Plan for acceptance by the U.S. Department of Housing and Urban Development.

City Clerk Molina read the title of the Resolution into the record.

Chair Sotelo-Solis introduced Director of Housing Aguirre and Manager of Section 8 Housing Program Marta Rios who provided the report and addressed questions from Commissioners.

Chair Sotelo-Solis declared the Public Hearing open at 8:00 p.m.

Public Comment: None.

ACTION: Motion by Commissioner Morrison, seconded by Commissioner Rios, to close the Public Hearing at 8:01 p.m.

Motion passed by 4-0 vote.

ACTION: Motion by Commissioner Rios, seconded by Commissioner Morrison, to adopt the Resolution.

Motion passed by 4-0 vote.

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY – No agenda items

NEW BUSINESS - HOUSING AUTHORITY – No agenda items

C. REPORTS

STAFF REPORTS

- 26. Discussion of Public Meeting Protocols.

City Clerk Molina provided an introduction. Deputy City Clerk Chapel provided a PowerPoint Presentation. Deputy City Clerk Chapel and Assistant City Manager Winney addressed questions from City Councilmembers.

Public Comment:

One (1) written comment was received and read: Ted Godshalk

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rodriguez, to accept the recommendation of “Option 1: Return to In-Person City Council Meetings” effective August 2, 2022, for City Council, Planning Commission, and Community & Police Relations Commission meetings, with the amendment to continue to read the written comments into the record for the remainder of 2022.

A friendly amendment was offered by Councilmember Rios to continue to offer online public verbal comment via audio only (phone-in) on a trial basis for the remainder of 2022. Maker and seconder of the motion accepted the friendly amendment.

Motion passed by 4-0 vote.

Councilmember Rios requested for Staff to consider changing the cut-off time for acceptance of public comment to an earlier time on the day of the meeting.

27. CONTINUED Discussion Item: City Council Policy Nos. 104 and 113 regarding City Council Meeting Decorum.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to continue this item to a future meeting.

Motion passed 4-0.

28. City Manager Report.

City Manager Raulston provided the report and introduced new employee, Economic Development Manager Pedro Garcia.

MAYOR AND CITY COUNCIL

Closing remarks were provided by City Treasurer, City Clerk, and members of the City Council.

CLOSED SESSION

CLOSED SESSION REPORT

Mayor Sotelo-Solis introduced City Attorney Bell who announced that there was nothing to report.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

One (1) Potential Case

No report.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: Tasha Williamson, et al. v. City of National City

United States District Court, Southern District of California – Case No. 18-cv-02394-GPC-JLB

No report.

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: Elizabeth Lopez and Jacqueline Arevalo, et al. v. City of National City
San Diego Superior Court - Case No. 37-2018-00056986-CU-OR-CTL

No report.

4. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Employee Organizations: Police Officers Association (POA)

Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Jose Tellez (Chief of Police), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Grace Navarro (Human Resources Manager)

No report.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City, Tuesday, April 19, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 8:45 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of June 7, 2022.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

April 5, 2022

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 3:02 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez (audio only until 3:31 p.m. video added), and Sotelo-Solis

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Gomez, Navarro, Brennan, and Valadez

Consultants/Advisors: Eddie Kreisberg, Labor Negotiator

PUBLIC COMMENT

None

CLOSED SESSION

Members retired into Closed Session at 3:07 p.m. and returned at 3:18 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez (Audio only), Sotelo-Solis, Raulston, Winney, and Bell Jr.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One (1) Potential Case

Members retired into Closed Session at 3:19 p.m. and returned at 3:51 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez (rejoined meeting with video at 3:31 p.m.), Sotelo-Solis, Raulston, Winney, Bell Jr., and Gomez.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Tasha Williamson, et al. v. City of National City
United States District Court, Southern District of California – Case No. 18-cv-02394-GPC-JLB

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: Elizabeth Lopez and Jacqueline Arevalo, et al. v. City of National City
San Diego Superior Court - Case No. 37-2018-00056986-CU-OR-CTL

Members retired into Closed Session at 3:51 p.m. and returned at 4:28 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Brennan, Valadez, Navarro, and Kreisberg.

4. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Employee Organizations: Police Officers Association (POA)

Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Jose Tellez (Chief of Police), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Grace Navarro (Human Resources Manager)

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Special Meeting to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City held Tuesday, April 5, 2022 at 6:00 p.m. via teleconference.

The meeting adjourned at 4:29 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of June 7, 2022.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

April 12, 2022

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 4:00 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Morrison, Rios, Rodriguez, Bush, Sotelo-Solis

Other Elected Officials present: Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Hussain

Consultant: Matt Rexroad

Interpretation in Spanish provided by Carlos Diaz.

Councilmember Rios led the Pledge of Allegiance.

PUBLIC COMMENT

No public comment for non-agenda items.

PUBLIC HEARING: ORDINANCES AND RESOLUTIONS

1. Continued Public Hearing to Determine Sequencing of Map for By-District Elections.

City Clerk Molina read the title of the Item into the record.

Mayor Sotelo-Solis introduced City Clerk Molina who provided a summary.

Mayor Sotelo-Solis declared the Public Hearing open at 4:08 p.m.

Public Comment:

One (1) spoken comment was registered and heard: Cynthia Suero-Gable.

One (1) written comment was received and read: Audie de Castro.

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Morrison, to close the Public Hearing at 4:14 p.m.

Motion carried by unanimous vote.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Rios, to adopt sequencing for district elections, as discussed on March 15, 2022, numbering the quadrants 1 to 4 clockwise starting from the Old Town district, and to have District 1 and District 3 up for election on November 2022.

Ayes: Rios, Rodriguez, Bush, Sotelo-Solis

Nays: Morrison

Motion passed by 4-1 vote.

2. An Urgency Ordinance of the City Council of the City of National City, California, Establishing City Council Election District Boundaries, Sequencing Elections Within Those Boundaries, And Adding Chapter 2.77 ("By-District Elections") of Title 2 ("Administration") to the National City Municipal Code to Change the City's Electoral System from At-Large to By-District with Respect to Electing Members of the City Council.

Clerk Molina read the title of the Ordinance into the record.

Mayor Sotelo-Solis introduced City Attorney Bell who provided the report.

Mayor Sotelo-Solis declared the Public Hearing open at 4:20 p.m.

Public Comment:

One (1) spoken comment was registered and heard: Mitz Lee.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Rios, to close the Public Hearing at 4:23 p.m.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to adopt the Urgency Ordinance.

Ayes: Rios, Rodriguez, Bush, Sotelo-Solis

Nays: Morrison

Motion passed by 4-1 vote.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City, Tuesday, April 19, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 4:27 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of June 7, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

April 12, 2022

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 3:03 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, and Sotelo-Solis

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Gomez, Navarro, Brennan, Tellez, and Valadez

Consultants/Advisors: Eddie Kreisberg, Labor Negotiator

PUBLIC COMMENT

None

CLOSED SESSION

Members retired into Closed Session at 3:13 p.m. and returned at 3:58 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, and Bell Jr., Tellez, Brennan, Valadez, Navarro, and Labor Negotiator Kreisberg.

1. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Employee Organization: Police Officers Association (POA)

Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Jose Tellez (Chief of Police), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance),

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council of the City of National City held Tuesday, April 19, 2022 at 6:00 p.m. via teleconference.

The meeting adjourned at 3:59 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of June 7, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT

The following page(s) contain the backup material for Agenda Item: [Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to July 5, 2022, as required by AB 361. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to July 5, 2022, as required by AB 361 (City Clerk)

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk **DEPARTMENT:** City Clerk

PHONE: (619) 336-4225

APPROVED BY: Shelley Chapel

EXPLANATION:

Adoption of the resolution would allow the City Council and the City Boards, Commissions and Committees to continue teleconference meetings via Zoom past the September 30, 2021, expiration date of the Governors Executive Order N-08-21. The State of Emergency continues as the COVID-19 Delta Variant has emerged causing a spike in cases throughout the world. The City complies with the County of San Diego County Health Department and Cal OSHA requirements to ensure the health and safety of its staff and the public.

Adopting this resolution would allow the City Council to reevaluate this declaration of findings every 30 days for ongoing continuation or further action.

See Attachment A – Explanation regarding Assembly Bill No. 361 |

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

None.

ENVIRONMENTAL REVIEW:

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 adopt a resolution making the findings required by AB 361 to continue teleconference meetings of the City Council and the City Boards, Commissions and Committees after September 30, 2021 for a period of 30 days from the date of this meeting to be considered again by the City Council for ongoing continuation or further action.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

A – Resolution

RESOLUTION NO. 2022 -

**RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
MAKING THE FINDINGS REQUIRED BY AB 361 TO CONTINUE TELECONFERENCE
MEETINGS OF THE CITY COUNCIL AND THE CITY BOARDS, COMMISSIONS, AND
COMMITTEES TO JULY 5, 2022**

WHEREAS, the World Health Organization has declared the COVID-19 outbreak a global pandemic, and local and state emergencies have been declared, providing a reprieve from certain public meeting laws such as the Brown Act; and

WHEREAS, beginning March 2020, California Governor Newsom executed Executive Order N-29-20, including additional updates as the pandemic progressed and extended into 2021. The most recent Executive Order N-08-21, issued June 11, 2021, waived all physical presence requirements under the Ralph M. Brown Act as a means of limiting the spread of COVID-19; and

WHEREAS, Executive Order N-08-21 was set to expire on September 30, 2021. The date was predicted as a time when hopes were that agencies could begin to transition back to public meetings held in full compliance with the Ralph M. Brown Act; and

WHEREAS, on September 16, 2021, California Governor Newsom signed into law Assembly Bill (AB) 361, which extends the authority of public agencies to conduct meetings by teleconference, including video conference, while the state of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place; and

WHEREAS, on October 5, 2021, City Council adopted Resolution No. 2021-147 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on November 2, 2021, City Council adopted Resolution No. 2021-164 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on December 7, 2021, City Council adopted Resolution No. 2021-183 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on January 4, 2022, City Council adopted Resolution No. 2022-01 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on February 1, 2022, City Council adopted Resolution No. 2022-11 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on March 1, 2022, City Council adopted Resolution No. 2022-31 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on April 5, 2022, City Council adopted Resolution No. 2022-47 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on May 17, 2022, City Council adopted Resolution No. 2022-74 declaring findings to continue to teleconference for an additional 30 days; and

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

Section 1: Makes the findings required by AB 361 to continue teleconference meetings of the Legislative Body and its appointed Boards, Commissions, and Committees.

Section 2: Makes the findings that the City of National City meets the requirements to continue holding meetings remotely to ensure the health and safety of its staff and the public.

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 7th day of June 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: [Adoption of a Resolution of the City Council of the City of National City, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements of Qualifications Submitted to the Voters at an Election to be Held on Tuesday, November 8, 2022. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Adoption of a Resolution of the City Council of the City of National City, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements of Qualifications Submitted to the Voters at an Election to be Held on Tuesday, November 8, 2022. (City Clerk)

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk **DEPARTMENT:** City Clerk's Office

PHONE: (619) 336-4228

APPROVED BY: *Shelley Chapel*

EXPLANATION:

As per Elections Code Section 13307, provides that the governing body of a local agency adopts regulations pertaining to materials prepared by a Candidate for a Municipal Election, to include the cost of Candidate Statements of Qualifications prior to Election.

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement. Cities in San Diego County are required to translate Candidate's Statements into Spanish, Filipino, Chinese, and Vietnamese and have the translation available upon request. The 18 Cities share the cost of the elections by consolidating the County of San Diego Registrar of Voters including translations.

The San Diego County Registrar of Voters has estimated the November 8, 2022, costs to be \$1600 for Mayoral Candidates and \$1500 for City Councilmember Candidates for a 200-word statement, all candidates would be subject to the estimated fee, or would need to opt out by submitting a Candidate Statement for Qualification to the Office of the City Clerk. The Nomination Period for the November 8, 2022, Gubernatorial Municipal Election opens July 18, 2022 and closes August 12, 2022. Once set this fee cannot be revoked or modified after the seventh day prior to the opening of the Nomination Period or July 11, 2022.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

This action does not include fiscal impact as the Candidates will pay the exact costs billed to the City, and will reimburse the City if cost is greater than estimate. If the final cost is under the estimate the City will refund the difference to the Candidate.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adoption of Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements of Qualifications Submitted to the Voters at an Election to be Held on Tuesday, November 8, 2022.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

Attachment A - Resolution

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT A STATEWIDE GUBERNATORIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

WHEREAS, Elections Code § 13307 of the State of California provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement.

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

SECTION 1: GENERAL PROVISIONS.

That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of National City, California on November 8, 2022, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate, and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations.

The statement shall be filed in typewritten form in the Office of the City Clerk at the time the candidate's nomination papers are returned for filing. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2: FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act 1965 (as amended), and in accordance with a Memorandum of Agreement between the County of San Diego and the United States Department of Justice, cities in San Diego County are required to translate candidate's statements into the following languages: Spanish, Vietnamese, Filipino and Chinese, and to have translations available upon request.
- B. Pursuant to State Law, the Candidates Statement must be translated and printed in any language at the Candidates request.
- C. The City Clerk shall have translated those statements into the languages as requested by the candidate of those listed in (A) above.

- D. The San Diego County Registrar of Voters will print and mail voter information guides and translate into Spanish, Vietnamese, Filipino and Chinese to only those voters who are on the County voter file as having requested a sample ballot in a particular language. The Registrar of Voters will make the voter information guides and candidates statements in the required languages available at all polling places, on the County’s website, and in the Election Official’s office.

SECTION 3: PAYMENT.

Translations: The candidate shall be required to pay for the cost of translating the candidate’s statement into any required foreign language as specified in Section 2 above pursuant to Federal and/or State law.

Printing: The candidate shall be required to pay for the cost of printing the candidate’s statement in English and the required languages, as specified in Section 2, in the sample ballot pamphlets and any language the candidate requests as an option by the candidate.

The City Clerk shall estimate the total cost of printing, handling, translating and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Federal Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency the estimated pro rata share costs to be \$1600 for Mayoral Candidates and \$1500 for City Councilmember Candidates as a condition of having their statement included in the voter's pamphlet. The estimated amount is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4: MISCELLANEOUS.

- A. All translations shall be provided by professionally-certified translators.
- B. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5: ADDITIONAL MATERIALS.

No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6: COPY OF RESOLUTION.

That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7: REPEAL OF PREVIOUS RESOLUTIONS

That all previous resolutions establishing council policy on payment for candidates' statements are repealed.

SECTION 8: APPLICABILITY

That this resolution shall apply only to the election to be held on November 8, 2022, and shall then be repealed.

SECTION 9: CERTIFICATION BY CITY CLERK

That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 7th day of June 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: [Adoption of a Resolution of the City Council of the City of National City, California, Providing Notice of and Calling for the Holding of a General Municipal Election, for the Purpose of the Election of Certain Elected Officials, Requesting the San Diego County Board of Supervisors to Consolidate the Municipal Election with the Statewide Gubernatorial Municipal Election on Tuesday, November 8, 2022, as Required by the Provisions of the Laws of the State of California Relating To General Law Cities. \(City Clerk\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Adoption of a Resolution of the City Council of the City of National City, California, Providing Notice of and Calling for the Holding of a General Municipal Election, for the Purpose of the Election of Certain Elected Officials, Requesting the San Diego County Board of Supervisors to Consolidate the Municipal Election with the Statewide Gubernatorial Municipal Election on Tuesday, November 8, 2022, as Required by the Provisions of the Laws of the State of California Relating To General Law Cities (City Clerk)

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk

DEPARTMENT: City Clerk's Office

PHONE: (619) 336-4228

APPROVED BY: *Shelley Chapel*

EXPLANATION:

Section 10403 of the California Elections Code authorizes the City to place an election ballot on the same ballot as that provided for a statewide election, and to consolidate a General Municipal Election with a Gubernatorial Statewide Municipal Election, upon the filing with the County Board of Supervisors of a resolution of the City Council requesting the consolidation. The proposed resolution would satisfy the requirements of Section 10403.

The Registrar of Voters has estimated the cost to consolidate the election for the purpose of the Election of Certain Officials in the November 2022 Election to be \$30,000 - \$45,000 for two (2) City Councilmember seats, and \$15,000 - \$30,000 for a Mayoral Seat. Staff recommends that the City Council approve an appropriation of up to \$80,000 from the General Fund to cover the Registrar of Voters cost and required legal publications and translations.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Staff will return with the final cost of election once the County Registrar has submitted invoice which generally occurs within 4-5 months following the election. Staff will return to Council at that time with the final cost.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adoption of the Resolution and the appropriation of funds.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

Attachment A - Resolution

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, PROVIDING NOTICE OF AND CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION FOR THE PURPOSE OF THE ELECTION OF CERTAIN ELECTED OFFICIALS, REQUESTING THE SAN DIEGO COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THE MUNICIPAL ELECTION WITH THE STATEWIDE GUBERNATORIAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2022, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on Tuesday, November 8, 2022, for the election of two (2) members of the City Council for a full term of four (4) years each, and a Mayor for a full term of four (4) years; and

WHEREAS, the General Municipal Election should be consolidated with the Statewide Gubernatorial Election to be held on the same date, that within the City, the precincts, polling places, and election officers for the two elections be the same, and that the Registrar of Voters of the County of San Diego canvasses the returns of the General Municipal Election, and that the election is held in all respects as if there were only one election.

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

Section 1: That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of San Diego is hereby requested to consent to agree to the consolidation of a General Municipal Election with the Statewide Gubernatorial Municipal Election on Tuesday, November 8, 2022, for the election of two (2) members of the City Council for a full term of four (4) years each, and a Mayor for a full term of four (4) years.

Section 2: The Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 3: The Board of Supervisors is requested to issue instructions to the Registrar of Voters to take any and all steps necessary to hold the consolidated election.

Section 4: The City of National City recognizes that additional costs will be incurred by the County because of this consolidation and agrees to reimburse the County for any such costs.

Section 5: That the polls for the election shall be open at seven o'clock (7:00) a.m. on the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, pursuant to Elections Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

Section 6: In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for municipal elections.

Section 7: That notice of the time and place of holding the election is hereby given, and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

Section 8: The Deputy City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Registrar of Voters of the County of San Diego in the time and manner required by law.

Section 9: The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions of the City.

PASSED and ADOPTED this 7th day of June 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: [Adoption of a Resolution of the City Council of the City of National City, California, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Adoption of a Resolution of the City Council of the City of National City, California, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election (City Clerk)

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk **DEPARTMENT:** City Clerk's Office

PHONE: (619) 336-4228

APPROVED BY: *Shelley Chapel*

EXPLANATION:

Section 15651 of the California Elections Code authorizes the City Council, by a majority vote, to adopt provisions to require the conduct of a Special Runoff Election to resolve a tie vote involving those candidates who received an equal number of votes and the highest number of votes for an elective office.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

This action does not include fiscal impact at this time. If a Special Runoff Election was called a report would return to the City Council for further action and appropriation of funds.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adoption of the Resolution Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

Attachment A - Resolution

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, PROVIDING FOR THE CONDUCT OF A SPECIAL RUNOFF ELECTION FOR ELECTIVE OFFICES IN THE EVENT OF A TIE VOTE AT THE STATEWIDE GUBERNATORIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

WHEREAS, Section 15651(b) of the Elections Code of the State of California authorizes the City Council, by majority vote, to adopt provisions to require the conduct of a Special Runoff Election to resolve a tie vote involving those candidates who received an equal number of votes and the highest number of votes for an elective office.

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

Section 1: That pursuant to Section 15651(b) of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, there shall be held within the City a Special Runoff Election to resolve the tie vote. A Special Runoff Election shall be called and held on a Tuesday not less than forty (40) nor more than one-hundred twenty-five (125) days after the administrative or judicial certification of the election which resulted in a tie vote.

Section 2: This Resolution shall apply only to the election to be held on November 8, 2022, and shall then be repealed.

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

PASSED, and ADOPTED this 7th day of June, 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, ratifying the submission of the U.S Department of Housing and Urban Development \(HUD\) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD entitlement grant funds and program income to Community Development Block Grant \(CDBG\) and HOME Investment Partnerships \(HOME\) Program activities proposed for 2022-2023 Annual Action Plan. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, California, ratifying the submission of the U.S Department of Housing and Urban Development (HUD) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2022-2023 Annual Action Plan.

PREPARED BY: Angelita Palma,  Housing Programs Manager

DEPARTMENT: Housing Authority

PHONE: (619) 336-4219

APPROVED BY: 

EXPLANATION:

Refer to Attachment No. 1

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The City will receive \$710,043 in CDBG and \$400,681 in HOME Program funds for FY 2023. In addition, the City will reprogram to FY 2023 \$142,387 in HOME program income received.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Conduct the Public Hearing and adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation
2. Action Plan Funding
3. Resolution

City of National City
June 7, 2022
Staff Report Explanation

Resolution of the City Council of the City of National City, California, ratifying the submission of the U.S Department of Housing and Urban Development (HUD) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2022-2023 Annual Action Plan.

OVERVIEW | In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit an Annual Action Plan for its for its Community Planning and Development Programs (CPD) funded by the U.S. Department of Housing and Urban Development (HUD). HUD provides annual grants on a formula basis to entitlement cities and counties, including the City of National City. The City of National City (City) receives Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds on an annual basis. The primary statutory objectives of the CDBG Program are to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low and moderate-income persons. The HOME Program intends to expand the supply of decent, safe, sanitary, and affordable housing.

The 2020-2024 Consolidated Plan is the framework for the HUD CDBG and HOME entitlement programs. The Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over five years. The annual action plan outlines how those needs and priorities will be addressed through CDBG and HOME funds.

FUNDING | The Third-Year Action Plan for program year 2022-2023 outlines how the City intends to spend its CDBG and HOME entitlement funds. There was a delay in HUD releasing the entitlement appropriations so staff estimated the 2022-2023 HUD formula allocation at the March 15 and May 3, 2022 Public Hearings. HUD released the final funding appropriations for the program year on May 13, 2022.

Per Resolution 2022-72, after final appropriations were provided by HUD, staff made necessary adjustments to the CDBG and HOME activity allocations listed in the Annual Action Plan by following the method described at the first and second Public Hearings. Staff will return to ratify the final entitlement appropriations to activities funded to City Council at the June 7, 2022 City Council.

The entitlement amounts are shown in the Action Plan funding (Attachment No. 2) for CDBG and HOME. There was a decrease in the CDBG entitlement award so funds were not allocated to the CDBG Set-Aside, and the Program Administration activities decreased proportionately. The HOME entitlement award was increased so each HOME activity increased proportionally until the funding caps.

Fund Comparison					
Entitlement change	2022-2023	2021-2022	Difference	% Change	
CDBG	\$ 710,043.00	\$ 744,198.00	-\$34,155	-4.59%	
HOME	\$ 400,681.00	\$ 328,323.00	\$72,358	22.04%	

City of National City
June 7, 2022
Staff Report Explanation

PUBLIC NOTICING | Public participation is an essential part of the development of the Annual Action Plan. All noticing for this process which sets forth the City's policies and procedures for citizen participation, is described in the Citizen and Community Participation Plan per City Council Resolution 2020-84 and can be found at www.nationalcityca.gov/cdg-home.

ANNUAL ACTION PLAN | Hard copies of the Action Plan are available through the City Clerk's Office (1243 National City Blvd.) or by calling the CDBG and HOME Program Administer Angelita Palma at 619-336-4219. The document is also available to the public at the City of National City website on the CDBG and HOME web page at www.nationalcityca.gov/cdbg-home.

PUBLIC HEARINGS | Project and Program funding recommendations for the CDBG and HOME entitlement grant funds and program income were presented at the first public hearing held on March 15, 2022. A second Public Hearing was conducted on May 3, 2022, to review public comments received during a 30-day public review period (March 18 through April 18, 2022) of the draft 2022-2023 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities proposed. The City Council adopted the 2022-2023 Action Plan and proposed CDBG and HOME Program and activities for submission to HUD. The advertisement for the public hearing was made in English, Spanish, and Tagalog.

HUD REVIEW: Upon receipt of the 2022-2023 Action Plan, HUD has 45 days to review and accept the Action Plan.

City of National City
June 7, 2022
Staff Report Explanation

CDBG & HOME Programs

Annual Action Plan Timeline	
Date	Action
Tuesday, November 16, 2021	CDBG/HOME Notice of funding availability and grant funding applications available
Monday, December 6, 2021	Application submission deadline for CDBG and HOME FY 2022 funding is due at 6:00 P.M.
January - April	Drafting of the 2022-2023 Action Plan
February	Application Review Period
March 4, 2022 to March 14, 2022	10-day Notice of Public Review Period and Notice of Public Hearing for the Draft 2022-2023 Action Plan
Tuesday, March 15, 2022	Public Hearing No.1 on the 2022-2023 Action Plan and application funding recommendation to the City Council
March 18, 2022 to April 18, 2022	30-day Notice Public Review period and Notice of Public Hearing for the Draft 2022-2023 Action Plan
Tuesday, May 3, 2022	Virtual Public Hearing No. 2 (Final) to Approve the Draft 2022-2023 Action Plan
May - June	Submission of the 2022-2023 Annual Action Plan to HUD
Tuesday, June 7, 2022	City Council Meeting to ratify the funding appropriations
June	Application Award Notification
June - July	Begin contract negotiations with selected CDBG and HOME subrecipients and initiate environmental reviews.
Friday, July 1, 2022	Beginning of Program Year
<p>Note: All dates listed herein are tentative and are subject to change. Therefore, persons relying on this Schedule must contact the CDBG and HOME Program Administer at 619-336-4219 to confirm the actual date of each event listed above as the timeframe nears.</p>	



FINAL
Community Development Block Grant (CDBG) and
HOME Investment Partnership (HOME) Annual Action Plan
Funding Recommendations for HUD Program Year 2022
City Fiscal Year 2022-2023

CDBG Entitlement:	\$ 710,043.00	HOME Entitlement:	\$ 400,681.00
CDBG Program Income 2022:	\$ -	HOME Program Income 2022:	\$ 142,387.84
Total CDBG funds available:	\$ 710,043.00	Total HOME funds available:	\$ 543,068.84

Community Development Block Grant (CDBG) Program

Non-Public Service Funds Available

Applicant Name	Program Name	Amount
Fire Department	Fire Station 34 Sections 108 Loan Payment	\$ 588,862.00

Planning and Administration Funds Available

Applicant Name	Program Name	Amount
National City Housing Authority	CDBG Program Administration	\$ 95,010.00
CSA San Diego County	Fair Housing & Tenant Landlord Services	\$ 26,171.00

CDBG Activity Set-Aside

Applicant Name	Program Name	Amount
National City Housing Authority	CDBG Activity Set-Aside	\$ -

CDBG TOTAL: \$ 710,043.00

HOME Investments Partnership(HOME) Program

Project Funds

Applicant Name	Program Name	Amount
National City Housing Authority	Affordable Housing Activities Set-Aside	\$ 428,659.00
National City Housing Authority set-aside for a Community Housing Development Organization	CHDO Set-Aside	\$ 60,102.84

Planning and Administration

Applicant Name	Program Name	Amount
National City Housing Authority	HOME Program Administration	\$ 54,306.00

HOME TOTAL: \$ 543,067.84

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING THE SUBMISSION OF THE U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) 2022-2023 ANNUAL ACTION PLAN AND THE ALLOCATION OF 2022-2023 HUD ENTITLEMENT GRANT FUNDS AND PROGRAM INCOME TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ACTIVITIES PROPOSED FOR 2022-2023 ANNUAL ACTION PLAN

WHEREAS, as an entitlement community, the City of National City ("City") administers the Community Development Block Grant ("CDBG") and the Home Investment Partnerships Act ("HOME") Program for the Federal Government under the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, per the federal regulations at 24 CFR, Part 91, the City is required to prepare and submit an Annual Action Plan for Housing and Community Development Programs funded by CDBG and HOME; and

WHEREAS, HUD requires that all CDBG and HOME Program entitlement communities, such as the City of National City, hold at least two public hearings and a 30-day public comment period to solicit input on the 2022-2023 Annual Action Plan; and

WHEREAS, the City Council conducted a duly advertised Public Hearing on March 15, 2022, and May 3, 2022, to receive input from the public; and

WHEREAS, the 30-day comment period for the 2022-2023 Annual Action Plan occurred from March 18, 2022, to April 18, 2022; and

WHEREAS, the City will incorporate public comments received for the 2022-2023 Annual Action Plan; and

WHEREAS, per Resolution 2022-72 HUD had not released entitlement appropriations to the City by the second public hearing and staff estimated the 2022-2023 HUD formula allocation for the HOME Programs which were used to determine the Annual Action Plan activities to consider for funding identified; and

WHEREAS, HUD has notified the City of its 2022-2023 entitlement allocation in the amount of \$710,043 for CDBG and \$400,681 for the HOME Program that will be appropriated to the 2022-2023 Annual Action Plan activities, hereto attached as Exhibit "A"; and

WHEREAS, after receiving the final funding appropriation per Resolution 2022-72, staff made necessary adjustments to the CDBG and HOME activity allocations listed in the Annual Action Plan by following the method described at the first and second public and the City Manager was authorized to approve any adjustments made to activity allocations; and

WHEREAS, staff returned to ratify the final entitlement appropriations to activities funded to City Council at the June 7, 2022 City Council meeting after HUD's final entitlement appropriations were received; and

WHEREAS, City staff has also identified and verified program income received from the HOME Program in the amount of \$142,387.00 to supplement further the funding of activities in the 2022-2023 Annual Action Plan as listed in the attached Exhibit "A."

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

Section 1: City Council authorizes 2022-2023 HUD entitlement funds in the amount of \$710,043 for CDBG and \$400,681 for the HOME Program to be appropriated to 2022-2023 Annual Action Plan activities, as set forth in Exhibit "A"; and

Section 2: City Council authorizes allocating \$142,387.00 in HOME Program income to supplement the funding of activities specified in the 2022-2023 Annual Action Plan, as set forth in Exhibit "A."

Section 3: City Council authorizes the submission of the 2022-2023 Annual Action Plan for the expenditure of said funds to HUD.

Section 4: City Council authorizes the City Manager to execute the final submission of the 2022-2023 Annual Action Plan, certifications, and agreements required by HUD to fully implement the activities funded under said Plan.

Section 5: City Council authorizes the City Manager to execute budget adjustments as necessary to reflect the funding allocations in the 2022-2023 Annual Action Plan.

Section 6: 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 June, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney



FINAL
Community Development Block Grant (CDBG) and
HOME Investment Partnership (HOME) Annual Action Plan
Funding Recommendations for HUD Program Year 2022
City Fiscal Year 2022-2023

CDBG Entitlement:	\$ 710,043.00	HOME Entitlement:	\$ 400,681.00
CDBG Program Income 2022:	\$ -	HOME Program Income 2022:	\$ 142,387.84
Total CDBG funds available:	\$ 710,043.00	Total HOME funds available:	\$ 543,068.84

Community Development Block Grant (CDBG) Program

Non-Public Service Funds Available

Applicant Name	Program Name	Amount
Fire Department	Fire Station 34 Sections 108 Loan Payment	\$ 588,862.00

Planning and Administration Funds Available

Applicant Name	Program Name	Amount
National City Housing Authority	CDBG Program Administration	\$ 95,010.00
CSA San Diego County	Fair Housing & Tenant Landlord Services	\$ 26,171.00

CDBG Activity Set-Aside

Applicant Name	Program Name	Amount
National City Housing Authority	CDBG Activity Set-Aside	\$ -

CDBG TOTAL: \$ 710,043.00

HOME Investments Partnership(HOME) Program

Project Funds

Applicant Name	Program Name	Amount
National City Housing Authority	Affordable Housing Activities Set-Aside	\$ 428,659.00
National City Housing Authority set-aside for a Community Housing Development Organization	CHDO Set-Aside	\$ 60,102.84

Planning and Administration

Applicant Name	Program Name	Amount
National City Housing Authority	HOME Program Administration	\$ 54,306.00

HOME TOTAL: \$ 543,067.84

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 issuance of a Request for Proposals \(“RFP”\) for an Enterprise Resource Planning \(ERP\) System and Implementation Services. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Proposals ("RFP") for an Enterprise Resource Planning (ERP) System and Implementation Services.

PREPARED BY: Molly Brennan, Administrative Services Director **DEPARTMENT:** Finance

PHONE: 619-336-4265

APPROVED BY: _____

Molly Brennan

EXPLANATION:

The City will solicit responses from qualified firms offering systems that provide the features and functionality identified in Attachment 1, the Request for Proposals, to replace the City's current Enterprise Resource Planning (ERP) system. The City seeks a Proposer who can demonstrate organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to implement and support a fully integrated and proven ERP system.

Upon authorization from City Council, staff will issue the RFP, with the goal of returning to City Council with a recommended vendor contract in October or November of 2022.

FINANCIAL STATEMENT:

APPROVED: _____

Molly Brennan

FINANCE

APPROVED: _____

MIS

City Council will award the contract resulting from the RFP process at a later date.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution authorizing the issuance of a Request for Proposals for an Enterprise Resource Planning (ERP) System and Implementation Services.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Request for Proposals
2. Resolution



**City of National City
Request for Proposal (RFP)
for
Enterprise Resource Planning (ERP) System
and Implementation Services**

Issue Date:
June XX, 2022

All Proposals Must Be Submitted To:
City of National City, City Hall
1243 National City Blvd
National City, CA 91950
619-336-4265

Deadline for Proposal Submissions:
Date: August XX, 2022
Time: xx:00 PM PST



Table of Contents

- 1. RFP Overview..... 4
 - 1.1 Purpose of RFP 4
 - 1.2 Project Objectives 4
 - 1.3 Procurement Schedule..... 4
 - 1.4 RFP Coordinator..... 5
 - 1.5 RFP Amendment and Cancellation 5
 - 1.6 RFP Questions 5
 - 1.7 Intent to Bid 5
 - 1.8 Proposal Submittal..... 6
- 2. City Overview..... 6
- 3. Environment..... 8
 - 3.1 Existing ERP System 8
 - 3.2 Integration with Other Systems..... 8
 - 3.3 Technology Standards..... 9
 - 3.4 Key Metrics & Volume 10
- 4. ERP System and Implementation Requirements..... 10
 - 4.1 Required Modules & Functionality 10
 - 4.2 Key Functionality..... 11
 - 4.3 Implementation Timeline 11
- 5. Proposal Requirements..... 12
 - 5.1 General Instructions..... 12
 - 5.2 Proposal Format and Content..... 12
- 6. Proposal Evaluation 16
- 7. General Terms and Conditions 17
 - 7.1 Collusion..... 17
 - 7.2 Gratuities 17
 - 7.3 Required Review and Waiver of Protests 17
 - 7.4 Nondiscrimination..... 18
 - 7.5 Proposal Preparation Costs..... 18
 - 7.6 Proposal Withdrawal 18
 - 7.7 Proposal Errors..... 18



7.8 Incorrect Proposal Information 18

7.9 Prohibition of Proposer Terms and Conditions 19

7.10 Assignment and Subcontracting 19

7.11 Right to Refuse Personnel..... 19

7.12 Proposal of Additional Services 19

7.13 Licensure 19

7.14 Business License..... 19

7.15 Conflict of Interest and Proposal Restrictions 20

7.16 Contract Negotiations..... 20

7.17 Execution of Contract 20

7.18 Right of Rejection..... 20

7.19 Disclosure of Proposal Contents..... 21

7.20 Proprietary Information..... 21

7.21 Severability 21

7.22 RFP and Proposal Incorporated into Final Contract..... 21

7.23 Proposal Amendment 21

7.24 Consultant Participation 21

7.25 Warranty..... 21

7.26 Rights of the City..... 22

APPENDIX A. City Standard Agreement 23



1. RFP Overview

1.1 Purpose of RFP

The City of National City (City) has issued this Request for Proposals (RFP) to solicit responses from qualified firms (Proposers) offering systems that provide the features and functionality identified herein to replace the City's current Enterprise Resource Planning (ERP) system – Tyler Technologies, Eden on premise platform.

The City seeks a Proposer who can demonstrate organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to implement and support a fully integrated and proven ERP system. Note that the City is requesting a Software as a Service (SaaS) solution and will not consider any proposals for an on premise solution.

1.2 Project Objectives

The City intends to replace its existing ERP system with a modern, proven, commercial-off-the-shelf ERP system. The City's goal is to take advantage of a modern ERP system that is designed around best practices allowing the City to streamline and improve processes that result in timely, accurate, and easy-to-access information. More specifically, the new ERP system should meet the following objectives:

- Consolidate information, link processes and functions, and eliminate separate departmental systems/spreadsheets/Access databases in favor of a single system that integrates the City's financial and non-financial applications through a common database
- Streamline business processes to take advantage of best practices through automation, integration, and workflows
- Provide a user-friendly and intuitive user interface to promote system use and productivity
- Eliminate the need for redundant data entry
- Eliminate the need for manual input when preparing various financial documents, including the annual budget and annual comprehensive financial report
- Improve and/or provide necessary reports and reporting capabilities, analytics, and access to data through inquiry or drilldown capabilities
- Provide interface capabilities with third-party systems

In addition to the new ERP system, the City is seeking a Proposer to provide professional services (e.g. best practices guidance, training, project management, implementation, and integration) that will help ensure a successful implementation in a timely and professional manner.

1.3 Procurement Schedule

Table 1 identifies the estimated procurement schedule

Procurement Event	Date
City Issues RFP	June 13, 2022
Intent to Bid Due	June 30, 2022
Deadline for Proposer Questions	July 11, 2022

City Provides Responses to Questions	July 18, 2022
Proposals Due	August 1, 2022
City Completes Review	August 2022
Vendor Finalists Notified (short-list)	August 2022
Demonstrations by Vendor Finalists	August 2022
Intent to Award – Final Vendor Selection	August 2022
Contract Negotiations	September/October 2022
City Council Approval of Contract	October/November 2022

The City reserves the right, at its sole discretion, to adjust the procurement schedule as it deems necessary.

1.4 RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below:

Molly Brennan
mbrennan@nationalcityca.gov

The RFP Coordinator will be the sole point of contact for this RFP.

Proposer contact with anyone else in the City is expressly forbidden and may result in disqualification of the Proposer's bid. Further, any oral communications will be considered unofficial and non-binding on the City. Proposers should rely only on written statements issued by the RFP Coordinator.

1.5 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be provided to all Proposers who submit an Intent to Bid (see Section 1.7). In addition, any amendments will also be posted on the City's website at: www.nationalcityca.gov

1.6 RFP Questions

Questions concerning this RFP should be submitted via e-mail to the RFP Coordinator prior to the Deadline for Proposer Questions identified in Section 1.3. Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. The questions submitted and the City's responses shall be posted on the City's website identified in Section 1.5 and sent directly to all Proposers who submit an Intent to Bid (see Section 1.7).

1.7 Intent to Bid

Each Proposer planning to submit a proposal should notify the RFP Coordinator by email. The email should include:

- Proposer company name, address, and telephone number
- Proposer's intent to submit a proposal

- Name, address, telephone, email, and title of Proposer main contact

The Intent to Bid must be submitted by the date indicated in Section 1.3.

Note that submission of the Intent to Bid email does not bind Proposers to submitting a proposal, nor does failure to submit an Intent to Bid preclude the Proposer from submitting a proposal. However, submission of an Intent to Bid will ensure that Proposers receive any RFP addendums and question and answer sets.

1.8 Proposal Submittal

Proposals are to be received by the City no later than the date and time indicated in Section 1.3.

Proposers assume the risk of the method of delivery selected. The City assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit a sealed package containing the following:

- Four (4) bound paper copies of proposal (with one clearly marked "Master Copy").
- One (1) electronic copy of the proposal on a USB drive. In the event of a discrepancy between the electronic version and hard copy, the response in the hard copy (Master) will prevail.

The proposal package shall be mailed, couriered, or hand delivered to the City at:

City of National City

Attn: Molly Brennan, Administrative Services Director

1243 National City Blvd.

National City, CA 91950

The package should be clearly labeled with the following:

- Confidential
- Proposal for Enterprise Resource Planning (ERP) System and Implementation Services
- Proposal Due Date and Time
- Proposer Name
- Proposer Address
- Proposer Phone Number

2. City Overview

The City of National City ("City") is a general law city which operates under a council-manager form of government. The City Council has an elected Mayor and four Councilmembers who are elected for a term of four years.

The City Council is responsible for setting policies, enacting ordinances, adopting the budget, reviewing the General Plan, appointing committees, and appointing the City Manager and City Attorney. The City Manager is responsible for carrying out policies and ordinances of the City Council, appointing City department heads, and overseeing the day-to-day operations of the City. National City is organized into



the departments of City Manager, City Clerk's Office, City Attorney's Office, Community Development, Engineering/Public Works, Finance, Fire, Police, Housing & Economic Development, Community Services, Information Technology, Library, and Human Resources. The City's total all funds budget is approximately \$119 million, and the workforce consists of approximately 375 employees. For more information on the City of National City, please visit its website at: www.nationalcityca.gov.

The City of National City was incorporated in 1887 and is a full service, general law city serving a vibrant, socio-economically diverse community. National City's multi-cultural population, mild climate and central location make National City a great place to live and work. The spirit of National City is a welcoming one, and the residents take great pride in its rich history and traditions, diverse cultures, dynamic and progressive atmosphere, strong community spirit, schools, neighborhoods and vibrant business districts.

National City, San Diego County's second oldest city is centrally located in the South Bay region of the San Diego metropolitan area, in southwestern San Diego County. National City is truly "In the center of it all." A thriving bi-national region of 5 million consumers, the City's competitive edge is its central location, transportation network, and business industry.

National City is positioned for prosperity, with proximity to the San Diego Bay, US-Mexico border, downtown San Diego, international airport, rail, San Diego State University, and other colleges and universities. Adjacent to the San Diego Bay, National City can be easily accessed by interstates 5 and 805, and highways 54 and 15. The San Diego Trolley and the Metropolitan Transit System (MTS) services National City 7 days a week. The robust transportation resources conveniently connect the City to the region.

National City is home to over 3,000 businesses – a remarkable number for a city with a population of slightly over 61,000. A variety of industries, ranging from small family-owned operations to multi-million-dollar corporations can be found in National City. The National City Marine Terminal, part of the Unified Port of San Diego, is the most advanced vehicle import and export facility on the West Coast, processing more than 270,000 vehicles annually. Lumber is also imported from the Pacific Northwest for construction use throughout the region. National City's port area extends three miles along San Diego Bay and is part of the largest U.S. Navy installation on the West Coast.

National City's 87.2 acres of park land exceeds the statewide norm. The City's four major parks include El Toyon Park, Kimball Park, Las Palmas Park, and Sweetwater Heights Park, plus the National City Golf Course. The National City recreation division provides programs at the Las Palmas Olympic-sized pool, as well as at six recreation centers. The City has 10 elementary schools, 2 middle schools, 1 high school, and 1 community college.



3. Environment

In order to help Proposers prepare their proposals, this section describes the existing ERP, the potential interfaces to the new ERP, the City's current technology standards, and key metrics pertaining to financial and human resources operations.

3.1 Existing ERP System

The City currently uses the Tyler Technologies Eden on-premise platform to support their financial and human resources needs. The City purchased the following modules, although at present, the City may or may not be using the full functionality of each module:

- Accounts Payable
- Accounts Receivable
- Budget Preparation
- Contract Management
- Fixed Assets
- General Ledger
- Human Resources
- Payroll
 - Including Time & Attendance (Digital Timesheets & Employee Self-Service)
- Project Accounting
- Purchasing

The City currently uses a separate software system, Progressive Solutions, for the following needs. The City is requiring the new ERP system to include this functionality as well, either directly or through a third-party integrated vendor:

- Cashiering
- Animal Licensing

The City currently uses a separate service, OpenGov Transparency Portal, for publicly reporting general ledger and budget activity online. The City desires the new ERP system to include a similar replacement service (directly or through a third-party integrated vendor) or support an integration with OpenGov.

3.2 Integration with Other Systems

Table 2 identifies the proposed interfaces with the new ERP system. The City's objective is to remove or minimize the need for manual intervention, so automated processes via Automated Programming Interfaces (APIs) or scheduled file transfers are required.

Table 2. Proposed Interface Detail

Application	Purpose	Frequency
CalPERS	Send retirement contribution data	Bi-weekly
CA Employment Development Department (EDD)	Send the following data to EDD: <ul style="list-style-type: none"> • Tax Return Data • Wage Report Data • Payroll Tax Deposit Data 	Quarterly/Annually

CityWorks	Receive cashiering data from building and planning permits processed online	Daily
Internal Revenue Service (IRS)	Send the following data to IRS: <ul style="list-style-type: none"> • Tax Return Data • Wage Report Data • Payroll Tax Deposit Data • Send 1099 and 1095 (ACA) data to IRS 	Bi-Weekly/ Quarterly/Annually
MissionSquare Retirement (previously ICMA-RC)	Send deferred compensation deduction data	Bi-weekly
NeoGov	Receive applicant data from NeoGov to add new hires as employees	As needed
OpenGov Transparency Portal	Send general ledger and budget data (or replace with similar internal functionality)	Monthly
Social Security Administration (SSA)	Send W2 data formatted for upload to Business Services Online	Annually
Telestaff	Receive employee time and attendance data	Bi-weekly
Third-party Benefit Providers	Send employee and employer contribution data from payroll	Bi-weekly/Monthly
Union Bank	Send direct deposit, positive pay, and ACH data to the bank Receive bank reconciliation data	Weekly
US Bank (Cal-Card Program)	Receive credit card statement activity data	Monthly

3.3 Technology Standards

Table 3 identifies the City's current technology standards. The proposed system should be compatible with the existing technical environment or accessible from it. Proposers will be required to confirm conformance to these requirements or clearly articulate proposed alternatives.

Table 3. Technology Standards

Technology	Current Environment
Database(s)	MS SQL 2012/2016
Server OS	MS Windows 2012R2/2016/2019
Desktop OS	MS Windows 10/11(64-bit)
Server Hardware	Dell
Desktop Hardware	Dell
Laptop Hardware	Dell, Apple Ipad,
Mobile Hardware	IOS, Android
Browsers	Google Chrome, Microsoft Edge, IE
Email Server/Client	Exchange 2016
Virtual Environment	VMWare 6.7
Storage Area Network	Nimble SAN
Active Directory	MS Windows Server 2012 R2

VPN	Fortinet VPN
Scanners	Sharp/Fujitsu
Printers	Sharp/HP
Internet Redundancy Bandwidth	1Gbps Synchronous to internet 1Gbps Synchronous redundancy 10Gbps fiber between sites

3.4 Key Metrics & Volume

Table 4 provides information regarding key metrics pertaining to financial and human resource operations.

Table 4. Key Metrics and Volume of Activity

Functional Area	Volume/Statistics	Frequency
Human Resources		
Recruitments	70	Annually
MOUs	4	N/A
FT Employees	300	N/A
PT Employees	75	N/A
Position Classifications	210	N/A
Employee Action Forms	12	Bi-weekly
Finance		
Purchase Orders	975	Annually
PO Change Orders	530	Annually
Invoices	12,500	Annually
Accounts Payable Checks	120	Weekly
Wire Payments	3	Weekly
Journal Entries	365	Annually
Funds	53	N/A
Bank Accounts	7	N/A
Payroll Checks/Direct Deposits	375	Bi-weekly
Capital Projects	10	Annually
Vendors	5,775	N/A
Animal Licenses	425	Annually
General		
Total Eden Users Citywide	87	N/A

4. ERP System and Implementation Requirements

4.1 Required Modules & Functionality

The City is seeking a highly integrated system that can serve as many of the City's various department needs as possible. The SaaS system must include the following functionality:

Finance



- General Ledger/Accounting
- Budgeting/Forecasting
- Vendor Management
- Procurement/Purchasing
- Contract Management
- Project Management/Accounting
- Grant Management/Accounting
- Accounts Payable
- Payroll Processing
- Fixed Assets
- Accounts Receivable
- Cash Receipts (Cashiering)
- Animal Licensing
- Public Facing Reporting or integration with OpenGov Transparency Tool

Human Resources

- Position Control
- Employee Master File
- Benefits Administration
- Leave Administration
- Training and Certification
- Performance Reviews
- Personnel Actions
- Employee Self-Service
- Time and Attendance
- Optional
 - Onboarding
 - Separation/Offboarding

General System Functionality across Platform

- System/Security Administration with detailed permissions control
- Workflow
- Electronic Content Management
- Reporting

At a minimum, Proposers must propose a system that includes the functionality identified above.

4.2 Key Functionality

The City is interested in adopting modern, automated tools that support financial and human resource best practices. Key functionality in these areas would include, but not be limited to: dashboards, mobility, employee portal with electronic time reporting, vendor portal, workflow, reporting, etc.

4.3 Implementation Timeline

The City is seeking guidance from the Proposers based on their experience for the recommended module phasing and timing. Proposers should clearly communicate all key assumptions along with their proposed schedule. The Proposer's recommended implementation timeline should be clearly articulated

in their proposal response as described in Proposal Format and Content - Section 6 – Project Implementation.

5. Proposal Requirements

5.1 General Instructions

Proposals should be prepared simply and economically, and provide a straightforward, concise description of the Proposer’s company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not to be included.

Proposals must be organized consistent with the outline provided in 5.2. Proposers should follow all prescribed formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all the City's information requirements.

5.2 Proposal Format and Content

Proposals should be structured, presented, and labeled in the following manner:

- Cover Letter
- Table of Contents
- Section 1 – Executive Summary
- Section 2 – Company Background
- Section 3 – Company Qualifications
- Section 4 – References
- Section 5 – Proposed Solution
- Section 6 – Project Implementation
- Section 7 – Ongoing Maintenance and Support Services
- Section 8 – Pricing
- Section 9 – Software Licensing and Maintenance Agreements

Proposals should be prepared on standard 8½ x 11 paper and be printed on both sides. An electronic version of the proposal should also be provided on a USB drive. Failure to follow the specified format, to label the responses correctly, or to address all the subsections may, at the City’s sole discretion, result in the rejection of the proposal.

Cover Letter

The Cover Letter, which is to be no longer than three (3) pages (this page count excludes any provided exceptions), must include the following:

- Proposer’s legal name and corporate structure, including state incorporated in.
- Proposer’s primary contact to include name, title, address, phone, and email.
- The type of system being proposed (SaaS).
- Identification of subcontractors (if any) and scope of work to be performed by subcontractors.
- Identification of any pending litigation against the Proposer.
- Disclosure of any bankruptcy or insolvency proceedings in last ten (10) years.

- Statement indicating that the proposal remains valid for at least 180 days.
- Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest (e.g., employment by the City).
- Statement of acknowledgement that the City's RFP documents have been reviewed and accepted with or without exception. If exceptions are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no exceptions are noted, the City will assume that the Proposer can perform all normal tasks and services without reservation or qualification to the contract.
- Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

Table of Contents

All sections should be identified, and pages are to be consecutively numbered.

Section 1 – Executive Summary

In this section, Proposers must provide a brief and concise synopsis of Proposer's solution and a description of the Proposer's credentials to deliver the services sought under the RFP. The Executive Summary must be no longer than three (3) pages.

Section 2 – Company Background

In this section, Proposers must provide:

- A brief description of the Proposer's background including the number of employees, and the number of clients running the proposed system.
- The location of headquarters, technical support, and field offices and the location of office which would service the City.
- A description of the company's long-term plan to remain operational and successful.

The Company Background section must be no longer than two (2) pages.

Section 3 – Company Qualifications

In this section, Proposers must provide company qualifications and experience in implementing systems similar in size and scope to what the City is seeking:

- Describe the Proposer's familiarity with public sector ERP systems and associated business processes, and specific experience with the requirements of municipalities.
- Identify Proposers' existing client base, including number of existing clients using the version/release of the software being proposed. Specifically identify experience with similarly sized California agencies.

The Company Qualifications section must be no longer than three (3) pages.

Section 4 - References

In this section, Proposers must provide five (5) references with at least three (3) of the references for systems that have been implemented in the last five (5) years. References should be from municipalities of similar size and complexity to the City. For each reference, provide the following:

- Reference name and contact information (i.e. name, title, address, phone, and email).
- Brief project description, including identifying the software version, modules, and interfaces implemented
- Implementation timeline and go-live date.

The References section must be no longer than five (5) pages.

Section 5 - Proposed Solution

In this section, Proposers must identify the proposed solution. The City is only open to receiving proposals for SaaS systems. Proposals must describe the proposed solution in relation to the following:

5.1 Solution Overview:

- Name and origin of solution (software and implementation)
- System type (SaaS)
- Database platform description
- Release history and current release being proposed
- Proposed modules, including identification of whether each module is included or “optional”
- Identification of which modules are included in the base cost versus which are proposed at an additional cost
- Proposed tools for City staff to update the system with patches and new releases, as well as descriptions of the processes used to update and/or patch the system
- Hardware, software, and database specifications required for the propose system
- Mobile capabilities of the proposed modules, including any restrictions
- Describe why the proposed solution is superior to other solutions

5.2 Application Integration/Interface:

- Describe how the Proposer would develop, implement, and manage the interfaces pertaining to the City applications identified in RFP Section 3
- Describe APIs and web-services available to pull and push data
 - Are the APIs secured and encrypted?
 - Describe programming language(s) that interface with the APIs
 - Is there an option to access the data directly from the database?
- Describe the interface approach of the proposed system, including:
 - All included interfaces
 - Any excluded interfaces and explanation of why they are not included
 - Description of each interface/integrations type (schedule batch, file transfer, or real-time interface)

5.3 Data Storage and Backup

- Describe approach to data storage
- Describe data backup process
- Describe the network bandwidth required between the City and hosting facilities
- Describe what options are available for dedicated bandwidth (if available)
- Describe scalability options for computing power (CPU, RAM, and storage)

5.4 Data Access and Security

- Describe how data access is managed
- Describe the environment – single or multi-tenant
- If a multi-tenant environment, how is the data segregated and how is security managed?

5.5 Business Continuity and Disaster Recovery

- Describe approach to business continuity and disaster recovery

5.6 Service Level Agreement (SLA)

- Describe supported SLA options (e.g. reliability, availability, performance, issues, requests, system response time, etc.)

5.7 Transition

- Describe the proposed exit strategy at contract completion, including how data will be made available

Section 6 – Project Implementation

Describe project implementation in relation to the following:

6.1 Project Organization

- Provide a project organization chart highlighting Proposer key staff who will be assigned to the project
- Provide bios for the Proposer key staff
- Identify the specific roles/responsibilities to be filled by Proposer or subcontractor staff versus those to be filled by City staff, including estimated level of participation for each staff person and when that person would be required (what part of implementation).

6.2 Project Management

- Describe project management methodology/approach
- Describe high-level roll-out approach, including order and timing of specific modules
- Provide a Project Schedule that identifies tasks, activities, dates, durations, resources, deliverables, and milestones
- Provide a Project Plan that describes your approach to Schedule Management, Cost Management, Scope Management, Communications Management, Issues Management, Risk Management, Change Management, etc.

6.3 Implementation Specifics

- Describe data conversion strategy, including what data should be converted, the number of years to convert, and the conversion approach/methodology (extract, transform, and load). Identify the specific roles/responsibilities pertaining to City staff vs. Proposer staff. Identify alternatives to the City being responsible for data extraction and cleansing, and identify any related, additional costs.
- Describe training methodology/approach and how you ensure users are prepared to use the proposed system. Include description of how you address different learning styles (classroom, online, hands-on, etc.), including a description of training materials to be used, and timing. Identify alternatives to the train-the-trainer approach, and identify any related, additional costs.
- Describe testing methodology/approach, including the criteria, methods, and timing to ensure successful completion of user acceptance testing prior to go live. Identify the specific roles/responsibilities pertaining to City staff vs. Proposer staff.

The Project Implementation section must be no longer than 15 pages (excluding the Project Schedule).

Section 7 – Ongoing Maintenance and Support Services

Describe ongoing maintenance and support services in relation to the following:

7.1 Help Desk

- Help desk location(s), staffing, ticketing system utilized, processes, and procedures
- Ticket prioritization, response time commitments, and escalation procedures
- Support hours (in Pacific Time)
- Number of help tickets per year and average resolution time by priority level

7.2 System Monitoring

- Describe how the system will be monitored and how and when the City will be informed of system performance issues, etc.

7.3 Application Upgrades and Patches

- Schedule of upgrades and patches

- Provide the frequency of upgrades and patches over the past two (2) years
- Describe how upgrades, patches, and other maintenance would be performed
- Describe any downtime related to upgrades and patches
- Describe how the City would be notified of such releases and patches and how much lead time would be provided
- Describe the City's ability to delay, test, accept, and/or deny applying changes

7.4 Change Management (post implementation)

- Describe the post-implementation Change Management process

7.5 User Groups/Conferences

- Identify if there are any system user groups and/or user conferences including frequency and location of events, topics, etc.

The Ongoing Maintenance and Support section should be no longer than ten (10) pages.

Section 8 – Pricing

The City seeks a clear and comprehensive understanding of all costs associated with the software, implementation services, and ongoing maintenance of the proposed system.

All costs pertaining to the implementation and maintenance are to be itemized. The City will evaluate proposals based on the "Total Cost to Implement (TCI)" and the "Total Cost to Operate (TCO)." TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus five (5) years of annual maintenance or SaaS service fees.

The Proposer's implementation pricing must identify all costs required to include:

- Software Licensing/SaaS Hosting Costs
- Implementation Services
 - Project Management
 - Software configuration, installation, and testing
 - Data conversion and migration
 - Interface development
 - Training and documentation
 - Go-Live
 - Travel
- Ongoing maintenance and support pricing should clearly identify the annual costs for five (5) years

Section 9 – Software Licensing and Maintenance Agreements

To address this section, Proposers must provide any software licensing, SaaS, maintenance, and/or 3rd party agreements that would be required to implement and use the Proposer's system.

6. Proposal Evaluation

The evaluation will include an Administrative Review and a Detailed Review. The Administrative Review will evaluate all submissions for compliance with proposal submission requirements. Proposals that pass the Administrative Review will then go through the Detailed Review.

Submitted proposals will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of proposal

- Ability to meet the needs of the City
- Well thought out timeline and roadmap for “go live” that includes an agreed upon phased approach (to be finalized during contract negotiations)
- Proven technical ability to design, install, and support the proposed system
- Demonstrated ability to work in a cooperative and collaborative manner with clients
- Anticipated value and price
- Perceived risk or lack thereof
- Company financial stability
- References
- Results of demonstration sessions
- Ability to prepare and execute a contract in a timely manner
- Commitment to continually evolve the system to remain current with legal requirements, such as reporting, as well as operational best practices

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after the Detailed Review of proposals is complete. If clarifications are made because of such discussions, the Proposer shall put such clarifications in writing.

As shown in the Procurement Schedule in Table 1, short-listed Proposers will be required to participate in a demonstration to allow staff to fully understand the proposed solution. Proposers must be prepared to invest the time and resources in the demonstration to be successful in this procurement.

7. General Terms and Conditions

7.1 Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of, or on behalf of, any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

7.2 Gratuities

No person will offer, give, or agree to give, any City employee or its representatives any gratuity, discount, or offer of employment in connection with the award of contract by the City.

7.3 Required Review and Waiver of Protests

Proposers should carefully review this RFP and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Proposer Questions" detailed in Table 1 – Procurement Schedule. This will allow issuance of any necessary

amendments and help prevent the opening of defective Information upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Proposer Questions.

7.4 Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

7.5 Proposal Preparation Costs

The Proposer is responsible for any and all costs associated with the preparation, submittal, and presentation of any proposal.

7.6 Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator identified in Section 1.4. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

7.7 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal. The City, at its discretion, has the right to accept or reject a proposal in part or whole due to errors and/or omissions of the response.

7.8 Incorrect Proposal Information

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal may be determined non-responsive, and the proposal may be rejected at the sole discretion of City.

7.9 Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected. Software/SAAS licensing terms are negotiable and subject to approval by the City.

7.10 Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States), without first disclosing the use of offshore resources, and with approval from the City.

7.11 Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve all Proposer staff members. Proposer's staff may be subject to the City's background and drug testing processes at any time.

7.12 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

7.13 Licensure

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require Proposers to submit evidence of proper licensure.

7.14 Business License

All businesses operating in the City of National City are required to register for a Business License Tax Certificate. Any business, whether located in or outside of the City, but coming into the City to conduct business, is required to register.

7.15 Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

7.16 Contract Negotiations

After a review of the information and completion of the demonstration, the City intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. Negotiations must begin within 15 days of notice of intent to award to the selected vendor and must conclude in no more than 30 business days. Business days are defined as Monday through Thursday, excluding holidays when the City is closed.

7.17 Execution of Contract

If a contract is not finalized within 30 days of completion of negotiations, the City may give notice to that service provider of the City's intent to select from the remaining Proposers or to call for new Information, whichever the City deems appropriate.

7.18 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered nonresponsive and the proposal may be rejected. Proposers must comply with all the terms of this RFP and all applicable State laws and regulations. The City may reject any proposal that does not comply with all the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their proposals. If a Proposer does so, the City may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

7.19 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act (CPRA), (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

7.20 Proprietary Information

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information.

7.21 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

7.22 RFP and Proposal Incorporated into Final Contract

Relevant portions of this RFP and the successful proposal will be incorporated into the final contract.

7.23 Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

7.24 Consultant Participation

The City reserves the right to share with any consultant of its choosing this RFP and proposal responses to secure a second opinion. The City may also invite said consultant to participate in the Proposal Evaluation process.

7.25 Warranty

The selected Proposer will warrant that the proposed system will conform in all material respects to the requirements and specifications as stated in this RFP and subsequent demonstrations. Further, the requirements as stated in this RFP will become part of the selected software proposer's license and the Proposer will warrant to the requirements. The selected proposer must warrant that the content of its proposal accurately reflects the system's capability to satisfy the functional/technological requirements

as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all application modules included in the implementation.

7.26 Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals, if necessary, for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the Proposers
- Select other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.

APPENDIX A. City Standard Agreement

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
(FULL LEGAL COMPANY NAME)**

THIS AGREEMENT is entered into on this _____ day of _____, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and _____, a _____ (*insert which it is: corporation, partnership, or sole proprietor*) (the “CONSULTANT”).

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide _____.

WHEREAS, the CITY has determined that the CONSULTANT is a _____ and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to _____, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on _____. The duration of this Agreement is for the period of _____ through _____. Completion dates or time durations for specific portions of the project are set forth in Exhibit “_”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit “_”.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit “_” to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon

doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** The Administrative Services Director hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. _____ thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit “_” shall not exceed \$_____. The compensation for the CONSULTANT’S work shall not exceed the rates set forth in Exhibit “_”. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit “_”, as determined by the CITY.

The CONSULTANT 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 the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY’S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT’S written work product for the CITY’S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT

shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

16.3 **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any

employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:
City of National City

c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT’S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Molly Brennan
Administrative Services Director
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:

(Insert name)
(Insert title)
(Company name)
(Address)



Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.**

During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

INSERT CO'S NAME IN BOLD, ALL CAPS

(Corporation – signatures of two corporate officers required)

(Partnership or Sole proprietorship – one signature)

By: _____

Alejandra Sotelo Solis, Mayor

By: _____

(Name)

APPROVED AS TO FORM:

(Print)

By: _____

Charles E. Bell Jr.

City Attorney

(Title)

By: _____

(Name)

(Print)

(Title)



RESOLUTION NO. 2022 -

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (“RFP”) FOR AN ENTERPRISE RESOURCE PLANNING (“ERP”) SYSTEM AND IMPLEMENTATION SERVICES

WHEREAS, the City of National City (“City”) desires to solicit responses from qualified firms, to replace the City’s current Enterprise Resource Planning (“ERP”) systems; and

WHEREAS, the City seeks a Proposer who can demonstrate organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to implement and support a fully integrated and proven ERP system; and

WHEREAS, City staff requests City Council authorization to advertise a Request for Proposals to replace the City’s current Enterprise Resource Planning (“ERP”) systems.

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

Section 1: Authorizes the issuance of a Request for Proposals for an Enterprise Resource Planning (“ERP”) System and Implementation Services.

Section 2: That 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 June, 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 approving the Engineer's Report for and initiating proceedings of the levy and collection of assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2022/23. \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, California approving the Engineer's Report for and initiating proceedings of the levy and collection of assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2022/23.

PREPARED BY: Martin Reeder, Planning Manager
PHONE: 619-336-4313 *MR*

DEPARTMENT: Community Development
APPROVED BY: 

Armando Vergara
Director of Comm. Dev.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District.

The resolution would initiate proceedings for the District for Fiscal Year 2022/23 and approve the Engineer's Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$159,075.08 is an increase of approximately 2.3 percent above the prior year total assessment. The City's consultant and City administrative costs are paid from the District's assessment funds.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

Adoption of this resolution results in a net impact of \$11,253 to the General Fund for Fiscal Year 2023. \$16,753 in expenditures for the City's general benefit contribution, partially offset by \$5,500 in revenue for the City's incidental expenses. The remaining \$156,912 is funded through the Mile of Cars Special Assessment District. Funding for these expenditures is included in the Fiscal Year 2023 Proposed Budget.

ACCOUNT NO.

Revenues		Expenditures	
195-00000-3307	\$156,912	195-443-055-099-0000	\$5,500
195-00000-3999	\$16,753	195-443-055-299-0000	\$168,165
001-00000-3999	\$5,500	001-409-000-099-0000	\$16,753

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

ORDINANCE: INTRODUCTION FINAL ADOPTION Not applicable.

STAFF RECOMMENDATION:

Adopt the resolution approving the Engineer's Report and initiating the levy proceedings.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Engineer's Report
2. Resolution

CITY OF NATIONAL CITY

Fiscal Year 2022/23 Engineer's Report For:

Landscape Maintenance District No. 1 (Mile of Cars)

May 2022

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800-676-3546

CITY OF NATIONAL CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

**1243 National City Boulevard
National City, CA 91950
Phone - (619) 336-4241
Fax - (619) 336-4239**

CITY COUNCIL

Alejandra Sotelo-Solis, Mayor

Marcus Bush, Vice Mayor

Jose Rodriguez, Councilmember

Mona Rios, Councilmember

Ron Morrison, Councilmember

CITY STAFF

Brad Raulston, City Manager

Tony Winney, Assistant City Manager

Martin Reeder, Principal Planner

DISTRICT STAFF

Leslie Larranaga-Britt, Executive Director

NBS

April Sabado, Administrator

Amanda Welker, Project Manager

John Egan, Assessment Engineer

TABLE OF CONTENTS

1. Engineer’s Letter	1
2. Overview	2
2.1 Introduction.....	2
2.2 Description of the District Boundaries	2
2.3 Description of Improvements	2
2.4 Description of Maintenance.....	3
3. Estimate of Costs	4
3.1 District Budget.....	4
3.2 Reserves	4
4. Assessment Diagram	6
5. Assessments	7
5.1 Method of Apportionment.....	7
5.2 Maximum Annual Assessment Rates	11
5.3 Assessment Roll.....	12

1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of National City (the "City"), State of California, directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "District") for Fiscal Year 2022/23. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The Fiscal Year 2022/23 assessment is not proposed to increase by more than the 10% annual increase approved at formation of the District over the Fiscal Year 2021/22 maximum assessment.

NOW THEREFORE, only special benefits are assessed and any general benefits have been separated from the special benefits for purposes of this report. The following assessment is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

Summary of Assessment	Fiscal Year 2022/23 Amounts
Annual Budget	\$173,665.40
(Less) General Benefit Contribution by the City	(14,590.32)
Annual Assessment⁽¹⁾	\$159,075.08

⁽¹⁾ Amount shown is prior to truncating and rounding. Refer to Assessment Roll in Section 5.3 for final total figure.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the assessments herein have been prepared and computed in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.

John G Egan

 John Egan, Assessment Engineer
 5/4/22



2. OVERVIEW

2.1 Introduction

The City formed the District in 1995 to provide maintenance services to benefit certain parcels in the City. The levies are made pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highway Code (the “Act”).

The City designated the Mile of Cars Association as the entity that maintains and administers the improvements and services funded by the District. The Engineer’s Report (the “Report”) describes the District and the annual assessment per parcel for Fiscal Year 2022/23, which is based on the historical and estimated costs to maintain the improvements and provide the services that benefit parcels within the District.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number by the San Diego County Assessor’s Office. The San Diego County Auditor-Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments at a noticed public hearing, and following review of the Report, the City Council may confirm the Report as submitted, and may order the levy and collection of assessments for Fiscal Year 2022/23. If approved, the assessment information shall be submitted to the County Auditor-Controller, and included on the property tax roll for each benefiting parcel for Fiscal Year 2022/23.

2.2 Description of the District Boundaries

The District’s improvements are generally located along National City Boulevard and bounded by 18th Street to the north and 33rd Street and State Route 54 (SR 54) to the south.

2.3 Description of Improvements

A general description of the improvements to be maintained under these proceedings is described as follows, but, shall not be limited to:

1. Median Improvements
 - Landscape planting and irrigation
 - Colored concrete hardscape
 - Lighting system
 - Graphic panels, banners and signage
 - Painted crosswalks
 - Identification sign at 23rd Street and McKinley Avenue

2. Frontage Improvements

- Improvements to parkways on both sides of National City Boulevard between 18th Street and 33rd Street
- Landscape planting and irrigation
- Colored concrete sidewalks and mow curbs
- Street furniture

2.4 Description of Maintenance

The maintenance of the improvements shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the improvements, including but shall not be limited to:

1. General Plant Maintenance

- Mowing, trimming, pruning and weeding
- Watering, including water usage
- Fertilizing
- Plant replacement
- Periodic skinning of palm trees

2. Maintenance of Irrigation System

- Adjustment of timers
- Repair/replacement of worn-out, stolen or malfunctioning equipment

3. Periodic restriping of decorative crosswalks

4. Periodic repainting of metal benches and trash receptacles

5. Periodic repainting and repair of light poles, graphic panels, signage and other miscellaneous equipment

6. Maintenance of electrical system

- Bulb replacement
- Repair/replacement of worn out or malfunctioning equipment
- Electrical energy charges

7. Litter removal

8. Trash pick-up

9. Other repairs of damage caused by vandalism and/or traffic accidents

3. ESTIMATE OF COSTS

3.1 District Budget

The cost of servicing, maintaining, repairing and replacing the improvements as described in the Description of Maintenance are summarized in the table below. Estimated expenditures are shown along with the incidental expenses to be funded by the District.

The following table summarizes the components that make up the Fiscal Year 2022/23 estimate of costs for the District:

Description	Median Improvements	Frontage Improvements	Total
Maintenance Costs			
1. Lawn planting care	\$0.00	\$42,678.29	\$42,678.29
2. Median planting care	21,863.06	0	\$21,863.06
3. Palm tree maintenance	7,500.00	7,500.00	\$15,000.00
4. Water usage	13,836.67	13,836.67	\$27,673.34
5. Refurbishment of graphic panels	20,000.00	0	\$20,000.00
6. General maintenance of electrical system/lights	3,046.11	0	\$3,046.11
7. Electrical usage	19,000.00	0	\$19,000.00
8. Refurbishment of decorative crosswalks	\$250.00	\$250.00	\$500.00
9. Reserves	\$250.00	\$250.00	\$500.00
Total Cost of Annual Maintenance:	\$85,745.84	\$64,514.96	\$150,260.80
Incidental Expenses			
A. Administration	\$3,750.00	\$3,750.00	\$7,500.00
B. Other contractual obligations ⁽¹⁾	4,950.00	4,950.00	9,900.00
C. Engineering	0	0	0
D. City expenses	2,750.00	2,750.00	5,500.00
E. Consultant fees	250	250	500.00
F. County collection fees	2.3	2.3	4.6
Total Incidentals:	\$11,702.30	\$11,702.30	\$23,404.60
Total Estimated Annual Cost:	\$97,448.14	\$76,217.26	\$173,665.40
(Less) General Benefit Contribution⁽²⁾:	(\$8,325.92)	(\$6,264.40)	(\$14,590.32)
TOTAL ANNUAL ASSESSMENT⁽³⁾:	\$89,122.22	\$69,952.86	\$159,075.08

⁽¹⁾ Includes legal, accounting and advertising.

⁽²⁾ General benefit contribution will be funded from other sources and is not being paid from annual assessments.

⁽³⁾ Amounts shown are prior to truncating and rounding. Refer to Assessment Roll in Section 5.3 for final total figure.

3.2 Reserves

The City may establish and collect reserve funds for the District in order to pay for the maintenance and servicing of the improvements prior to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

The fund may be allowed to accumulate in anticipation of any unforeseen expenses not included in the yearly maintenance costs.

The following table details the current and projected reserve balances:

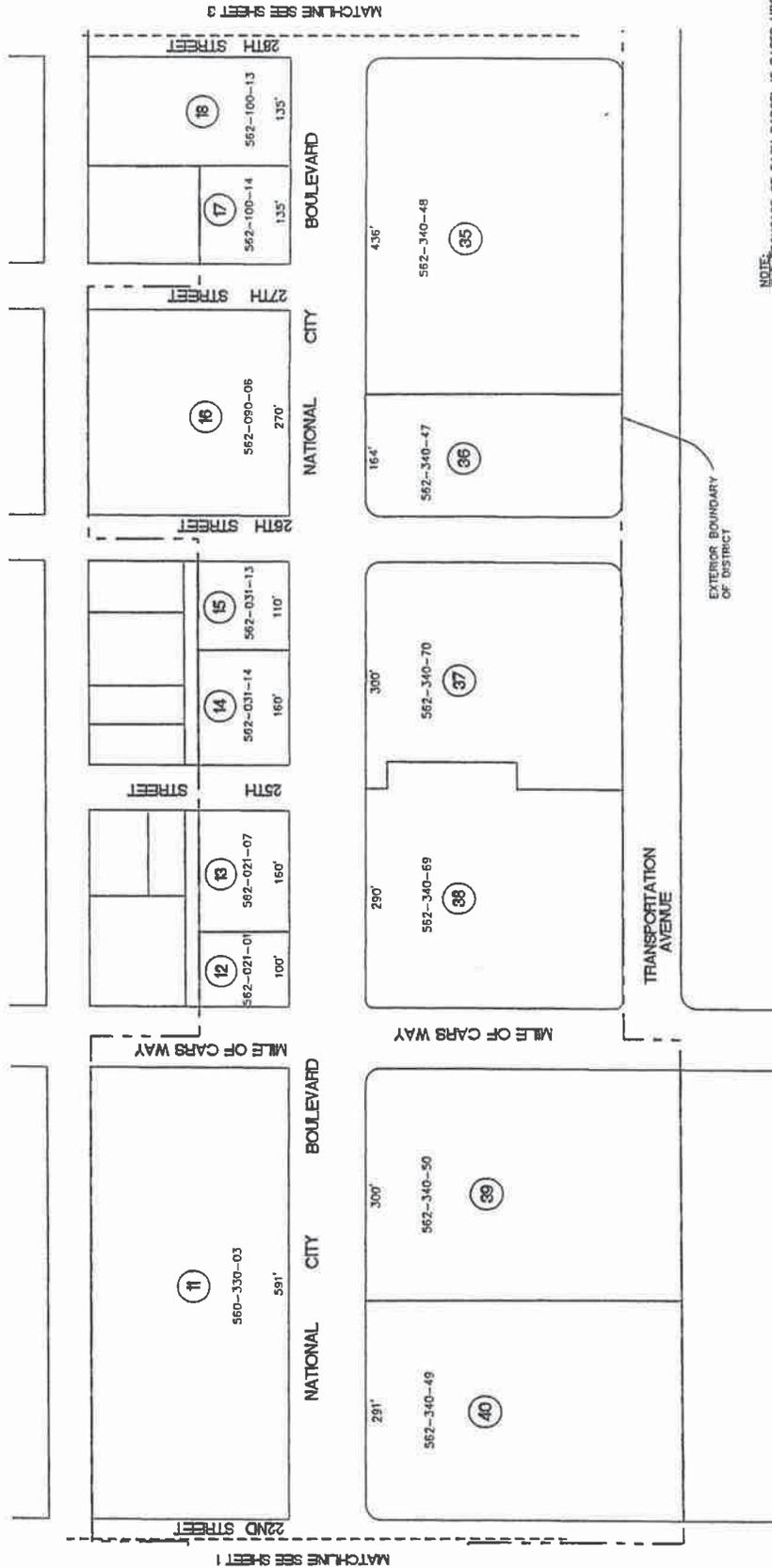
Reserve Balance 12/31/2021	Reserve Collection/Reduction for FY 2022/23 ⁽¹⁾	Reserve Balance Projection 6/30/2022
\$123,606.00	(\$36,295.00)	\$87,311.00

(1) Includes expenses and reductions between the dates 12/31/2021 and 4/6/2022.

4. ASSESSMENT DIAGRAM

The Assessment Diagram sets forth (a) the exterior boundaries of the District and (b) the lines of each lot or parcel of land within the District. The Assessment Diagram further identifies each lot or parcel by a distinctive number or letter. For a detailed description of the lines and dimensions of any lot or parcel, reference is made to the County Assessor's Map applicable for the next fiscal year, which map shall govern for all details concerning the lines and dimensions of such lots or parcels. The following pages provide a copy of the Amended Assessment Diagram for the District.

AMENDED ASSESSMENT DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)
CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



NOTE: THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN HEREIN TO THE NEAREST FOOT. THE ASSESSOR'S PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

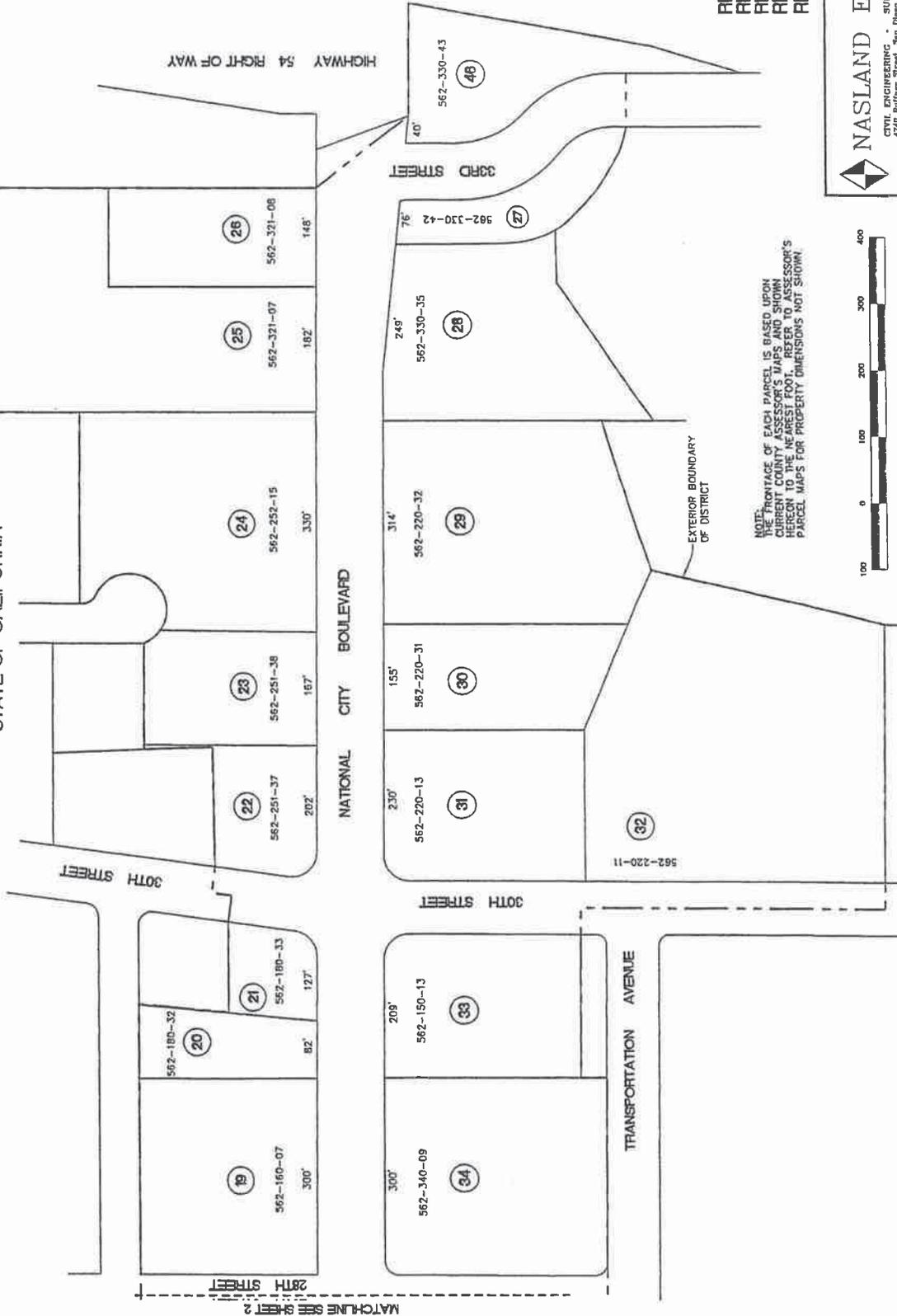
REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04



NASLAND ENGINEERING
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING
 7740 Redwood Street, San Diego, California, 92111 • 619-582-2770

AMENDED ASSESSMENT DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04

NOTE: THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN HEREON. THE FRONTAGE OF EACH PARCEL AS SHOWN ON PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.



NASLAND ENGINEERING
 CIVIL ENGINEERING • SURVEYING • LAND PLANNING
 4740 Ruffner Street, San Diego, California, 92111 • 619-582-7700

5. ASSESSMENTS

The actual assessments for Fiscal Year 2022/23, apportioned to each parcel as shown on the latest equalized roll at the County Assessor’s office, are listed and submitted at the end of this section. The description of each lot or parcel is part of the records of the County Assessor of the County of San Diego and such records are, by reference, made part of this Report.

5.1 Method of Apportionment

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the Act, must be based on the benefit that the properties receive from the improvements to be maintained. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The responsibility rests with the Assessment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation.

The figures in Section 5.1 are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2013/14.

5.1.1 IDENTIFY THE BENEFIT

First, it is necessary to identify the benefit that the improvements to be maintained will render to the properties within the boundaries of the District. The improvements significantly improve the visual appearance of the streetscape, making the Mile of Cars a more enjoyable and desirable location for customers. The special signage and lighting provide a unifying theme, benefiting all of the properties within the District.

The District’s improvements and services provide benefits to both those properties within the District boundaries and to the community. The benefit conferred to property within the District will be referred to as an “aesthetic benefit.” The aesthetic benefit provided by the district improvements and services are supported by the City’s General Plan (the “Plan”) and the Citywide Goals and Policies regarding Land Use and Community Character for its districts. The Plan states a desire to, “have the community character integrated and to ensure that physical forms, patterns, and aesthetic features advance the City’s desire for a higher quality of life.” The aesthetic benefits provided by the improvements and services support the following City policies outlined in the Plan:

- Policy LU-5.3: Recognize the diverse needs of the City’s business districts through the development of policies, design guidelines, and implementation measures specific to the unique requirements of each district.
- Policy LU-5.4: Allow for adaptive reuse of vacant car dealerships and the establishment of new compatible uses along the Mile of Cars.
- Policy LU-5.9: Encourage members of the business community to participate in implementing actions to improve business districts.
- Policy LU-5.10: Assist the business community in evaluating the City’s marketing and development potential and in identifying development strategies that are beneficial to the public and private sectors.

- Policy LU-9.1: Design developments along mixed-use and “community corridors” for the comfort and enjoyment of pedestrians and bicyclists. This includes features such as street trees, placing buildings close to the street, de-emphasizing parking lots and garages, limited driveway cuts, traffic-calming features, clearly defined street crossings, adequate lighting, and street furnishings where appropriate.
- Policy LU-9.4: Encourage an overall high-quality streetscape design, where feasible, that promotes narrow roadways, bike lanes; on-street parking, minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths, landscaped medians and parkways; street trees, planters, and wells; street lighting; street furniture; way finding; enhanced paving; public art; and other features that contribute to the desired character for the City, where appropriate.
- Policy LU-11.2: Identify gateways at major entrances to the City using such features as buildings, street trees, welcome signs, decorative lighting, archways, and other design techniques to announce the gateway.
- Policy LU-11.4: Recognize, maintain, and enhance the character and identity of residential neighborhoods and business districts.
- Policy LU-11.7: Encourage residential and businesses to clean and maintain their properties and public spaces to further a sense of ownership and community pride.
- Policy LU-11.8: Require the sensitive placement, screening, and/or treatment of utility meters, boxes, valves, vaults, switches, plumbing, wiring, fences, etc. to eliminate or minimize the aesthetic impact to the neighborhood.
- Policy LU-11.9: Encourage the improvement of existing signage to help promote a more attractive street scene in business districts.

The Plan states these policies are important because a positive community image and quality community design instills a sense of pride and well-being in the community. The aesthetic benefit attained as a result of the services and improvements provided by the District is detailed below.

5.1.2 AESTHETIC BENEFIT

The aesthetic benefit relates to an improvement in the District’s visual appearance as a result of the District improvements and services. The beautification of property within the District can best be described as the ability for the property within the District to develop and operate at the property’s highest and best use. Properties within the District receive the following aesthetic benefits as a result of the District’s improvements and services:

- Uniform and up-to-date streetscape and median and frontage improvements create cohesion throughout the District from 18th Street to SR 54. This District cohesion enhances the experience for all stakeholders.
- The improvements and services enhance the community identity of the Mile of Cars area, which will lead to a stronger and healthier street corridor. The image of the Mile of Cars area is improved by maintaining the median and frontage improvements.
- The District revitalizes and beautifies the Mile of Cars area. This revitalization encourages new business development and existing business retention and expansion which overall reduces vacancies and increases lease rates for property, more specifically, the auto dealerships located within the District.

- The streetscape improvements encourage an increase in activity throughout the District. The Mile of Cars area becomes more pedestrian-friendly, thus improving activity for residents and businesses alike.
- Upgraded median and frontage amenities provided by the District enhance the appearance, desirability, and experience of the properties directly fronting the improvements provided throughout the District.

The streetscape improvements add aesthetic value to property adjacent to the improvements, but the improvements also make the property appear more stable and prosperous. The aesthetic benefit received by properties within the District assists each property in developing and operating at its highest and best use.

5.1.3 SEPARATION OF GENERAL BENEFIT

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must then “separate the general benefits from the special benefits conferred,” and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 2 of this Report, will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

The District provides aesthetic benefits to the properties within the District. However, it is recognized that the District also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular and pedestrian traffic from property within and outside of the District, as well as individuals passing through the Mile of Cars area, will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify the general benefits created as a result of the District improvements and services. A Special v. General Benefit Analysis was performed in Fiscal Year 2013/14 to quantify said general benefits.

5.1.4 QUANTIFICATION OF GENERAL BENEFIT

As previously mentioned, general benefit is an overall and similar benefit to the public at large resulting from the improvements and services which are funded by the assessment revenue. The District improvements and maintenance services will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

General benefits accrue to individuals “walking through” the District and to vehicles “passing through” the District. Individuals walking through the District are typically people who live in close proximity and whose origin or destination neither begins with nor ends at a parcel within the District. Any walking that begins with or ends at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District.

Vehicles passing through the District are those vehicles whose origin or destination neither begins with nor ends at a parcel within the District. Any vehicle trips that begin with or end at a parcel within the District

are considered part of the special benefit for those parcels within the boundaries of the District. For the purposes of this analysis, it was determined that the general benefit quantification should be focused on vehicle trips passing through the District because National City Boulevard is a major thoroughfare which connects and provides access to SR 54.

To quantify and separate the amount of general benefit received by the general population as a result of the improvements and services provided by the assessment revenue, it has been determined that general benefits accrue mainly to vehicles “passing through” the District. Meaning, any vehicle using the City’s streets that lie within the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the “general public” benefitting from the proposed improvements and services. Accordingly, the separation of general benefits from special benefits will be measured by that estimated portion of vehicle trips “passing through” the District.

In order to determine the estimated portion of the vehicle trips “passing through” the District, trip generation data was collected for each parcel within the boundaries of the District using San Diego County assigned land use codes and property characteristics. Each land use code was categorized and located in the ITE Trip Generation Manuals – 2nd Edition. Using the property characteristics and data gathered from the ITE Trip Generation Manuals, the estimated amount of Average Daily Trips (ADT) was calculated for each parcel within the boundaries of the District. The ADT were then added together for each parcel within the boundaries of the District to arrive at a total amount of vehicle trips generated by the District, which equaled 13,385 ADT.

The total average vehicle trips were then compared to the average vehicle trip generation data detailed in the City of National City Comprehensive Land Use Update (Transportation and Circulation) for the streets running through the District, which equaled 14,825 ADT. The comparison concluded that 90.29% of all vehicle trips passing through the District were coming or going to a parcel within the boundaries of the District, hence 90.29% of all vehicle trips passing through the District are designated as benefiting from the special benefits provided by the District. As a result, 9.71% of all vehicle trips passing through the District are general in nature and hence, do not receive any special benefit from the District.

Pursuant to the Special v. General Benefit Analysis performed in Fiscal Year 2013/14, 9.71% of the benefits of the services are considered general benefit. Accordingly, 90.29% of the benefit from the improvements and services are considered to provide special benefit to the properties within the District and thus are subject to the assessment.

5.1.5 APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, an in-depth analysis was performed and several factors are being used in the final method and spread of assessment.

All of the improvements are intended to be of direct benefit to properties within the District. These improvements require significantly more maintenance than normally provided by the City. It is therefore appropriate that the properties receiving the benefit be assessed for the additional cost.

Lineal frontage was assigned as the assessment variable by the original assessment engineer because all of the special aesthetic benefits received by properties within the District from the improvements and services provided, using revenues from the annual assessment levy, can be quantified best by identifying

the lineal frontage of the property along National City Boulevard. Lineal frontage is a tangible property characteristic that clearly ties the aesthetic benefits received by parcels within the District to the amount of frontage of each property, which is where the aesthetic benefit is to be received and realized.

The improvements and maintenance services being provided to and enjoyed by the parcels within the District provide an aesthetic benefit not provided to any parcels outside of the District boundaries. The annual assessment is based upon a parcel's lineal frontage unless otherwise identified by the original assessment engineer, as previously approved by property owners at the formation of the District.

There are generally two categories of improvements to be maintained by the District – the median improvements and the frontage improvements. The median improvements benefit all properties within the District. The improvements to the parkway (referred to herein as Frontage Improvements) benefit those properties which they abut. The specific method of spreading the assessment is described below:

5.1.6 MEDIAN IMPROVEMENTS

1. The total cost for maintenance of the Median Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard, but receives some benefit from median improvements and maintenance services benefiting properties within the boundaries of the District. As a result, the original assessment engineer determined that the parcel received a lower level of benefit and therefore assigned 100 frontage feet of benefit to the parcel.

5.1.7 FRONTAGE IMPROVEMENTS

1. The total cost for maintenance of the Frontage Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard. As such, Parcel 32 receives no benefit from the frontage improvements.
3. The frontage of each parcel is determined from current Assessor's maps for the County of San Diego, State of California. All frontage dimensions have been rounded to the nearest foot.

5.2 Maximum Annual Assessment Rates

The maximum annual assessment to be levied on all properties within the District in any fiscal year shall be subject to an annual escalation of up to 10% based upon actual and anticipated expenditures.

The following table shows the historical maximum annual assessment rates.

Fiscal Year	Percentage Increase	Maximum Frontage Rate Per Frontage Foot	Maximum Median Rate Per Frontage Foot	Total Maximum Rate Per Frontage Foot ⁽¹⁾	Total Actual Rate Per Frontage Foot ⁽¹⁾	Actual Percentage Increase
1996/97	N/A	\$3.29	\$6.43	\$9.72	\$9.72	N/A
1997/98	10%	3.62	7.07	10.69	10.69	9.98%
1998/99	10%	3.98	7.78	11.76	11.09	3.74%
1999/00	10%	4.38	8.56	12.94	11.07	-0.18%
2000/01	10%	4.82	9.41	14.23	11.51	3.97%
2001/02	10%	5.30	10.35	15.66	10.52	-8.60%
2002/03	10%	5.83	11.39	17.22	11.03	4.85%
2003/04	10%	6.41	12.53	18.95	11.25	1.99%
2004/05	10%	7.05	13.78	20.84	11.56	2.76%
2005/06	10%	7.76	15.16	22.93	11.68	1.04%
2006/07	10%	8.54	16.68	25.22	12.37	5.91%
2007/08	10%	9.39	18.35	27.74	13.72	10.91%
2008/09	10%	10.33	20.18	30.52	14.79	7.80%
2009/10	10%	11.36	22.20	33.57	16.19	9.47%
2010/11	10%	12.50	24.42	36.93	16.87	4.20%
2011/12	10%	13.75	26.86	40.62	15.75	-6.64%
2012/13	10%	15.12	29.55	44.68	15.80	0.32%
2013/14	10%	16.64	32.51	49.15	15.49	-1.96%
2014/15	10%	18.30	35.76	54.07	15.15	-2.19%
2015/16	10%	20.13	39.33	59.46	15.11	-0.26%
2016/17	10%	22.15	43.27	65.42	15.86	4.96%
2017/18	10%	24.36	47.60	71.96	15.69	-1.07%
2018/19	10%	26.80	52.36	79.16	16.38	4.40%
2019/20	10%	29.48	57.59	87.07	16.76	2.32%
2020/21	10%	32.43	63.35	95.78	17.23	2.80%
2021/22	10%	35.67	69.69	105.36	17.23	0.00%
2022/23	10%	39.24	76.66	115.90	17.63	2.32%

⁽¹⁾ Rates are truncated.

The annual assessment shall not exceed the maximum assessment, unless the appropriate Proposition 218 proceedings are conducted by the City to authorize an increase beyond the maximum assessment amount. The actual combined annual assessment rate for Fiscal Year 2022/23 is \$17.63, which reflects an increase of 2.32% from Fiscal Year 2021/22.

5.3 Assessment Roll

The proposed Fiscal Year 2022/23 District assessment roll is listed on the following page.

City of National City
Landscape Maintenance District No 1 (Mile of Cars)
Final Billing Detail Report for Fiscal Year 2022/23

APN	Street Address	Frontage	Levy Total
560-203-03-00	1800 NATIONAL CITY BLVD	291	\$5,131.58
560-204-02-00	1940 NATIONAL CITY BLVD	140	2,468.80
560-204-04-00	1900 NATIONAL CITY BLVD	190	3,350.52
560-210-01-00	1807 NATIONAL CITY BLVD	125	2,204.28
560-210-04-00	1889 NATIONAL CITY BLVD	165	2,909.66
560-210-40-00	1935 NATIONAL CITY BLVD	211	3,720.84
560-210-41-00	1907 NATIONAL CITY BLVD	50	881.70
560-210-42-00	NATIONAL CITY BLVD	30	529.02
560-261-08-00	2005 NATIONAL AVE	270	4,761.26
560-271-07-00	2115 NATIONAL CITY BLVD	75	1,322.56
560-271-09-00	2133 NATIONAL CITY BLVD	50	881.70
560-271-14-00	NATIONAL CITY BLVD	95	1,675.26
560-271-15-00	2135 NATIONAL CITY BLVD	100	1,763.42
560-330-03-00	2301 NATIONAL CITY BLVD	591	10,421.88
560-393-03-00	2020 NATIONAL CITY BLVD	140	2,468.80
560-393-04-00	2050 NATIONAL CITY BLVD	480	8,464.48
562-021-01-00	2401 NATIONAL CITY BLVD	100	1,763.42
562-021-07-00	2421-41 NATIONAL CITY BLVD	160	2,821.48
562-031-13-00	2533 NATIONAL CITY BLVD	110	1,939.76
562-031-14-00	2501 NATIONAL CITY BLVD	160	2,821.48
562-090-06-00	2601 NATIONAL CITY BLVD	270	4,761.26
562-100-13-00	2729 NATIONAL CITY BLVD	135	2,380.62
562-100-14-00	2701 NATIONAL CITY BLVD	135	2,380.62
562-150-13-00	2940 NATIONAL CITY BLVD	209	3,685.56
562-160-07-00	2829 NATIONAL CITY BLVD	300	5,290.30
562-180-32-00	NATIONAL CITY BLVD	82	1,446.00
562-180-33-00	NATIONAL CITY BLVD	127	2,239.56
562-220-11-00	100-36 W 30TH ST	100	983.14
562-220-13-00	3000 NATIONAL CITY BLVD	230	4,055.90
562-220-31-00	NATIONAL CITY BLVD	155	2,733.32
562-220-32-00	3150 NATIONAL CITY BLVD	314	5,537.18
562-251-37-00	3001 NATIONAL CITY BLVD	202	3,562.12
562-251-38-00	3003 NATIONAL CITY BLVD	167	2,944.92
562-252-16-00	3131 NATIONAL CITY BLVD	330	5,819.32
562-321-07-00	NATIONAL CITY BLVD	182	3,209.44
562-321-08-00	NATIONAL CITY BLVD	148	2,609.88
562-330-43-00	132 W 33RD ST	40	705.36
562-330-47-00	3200 NATIONAL CITY BLVD	192	3,385.78
562-330-48-00	NATIONAL CITY BLVD	133	2,345.36
562-340-09-00	2800 NATIONAL CITY BLVD	300	5,290.30
562-340-47-00	2626 NATIONAL CITY BLVD	164	2,892.02
562-340-48-00	2700 NATIONAL CITY BLVD	436	7,688.56

Slight variances may occur due to rounding

City of National City
Landscape Maintenance District No 1 (Mile of Cars)
Final Billing Detail Report for Fiscal Year 2022/23

APN	Street Address	Frontage	Levy Total
562-340-49-00	2202 NATIONAL CITY BLVD	291	5,131.58
562-340-50-00	2340 NATIONAL CITY BLVD	300	5,290.30
562-340-69-00	2400 NATIONAL CITY BLVD	290	5,113.96
562-340-70-00	2590 NATIONAL CITY BLVD	300	5,290.30
46 Accounts		9065	\$159,074.56
46 Total Accounts		9065	\$159,074.56

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING THE ENGINEER'S REPORT FOR AND INITIATING PROCEEDINGS OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2022/23

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Report; and

WHEREAS, the City Council has, by previous resolution, ordered the consultant to prepare and file such Annual Report; and

WHEREAS, such Annual Report has been prepared and filed with the City Clerk; and

WHEREAS, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2022/23.

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

Section 1: Approves the Annual Report concerning the levy of assessments for the fiscal year commencing July 1, 2022 and ending June 30, 2023.

Section 2: Annual Report: The Council orders the consultant to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2022 and ending June 30, 2023.

Section 3: New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

Section 4: That 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 June, 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 declaring its intention to conduct a public hearing on June 21, 2022 and to levy and collect assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2022/23. \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, California declaring its intention to conduct a public hearing on June 21, 2022 and to levy and collect assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2022/23.

PREPARED BY: Martin Reeder, Planning Manager
PHONE: 619-336-4313

MR

DEPARTMENT: Community Development
APPROVED BY: _____

Armando Vergara
Armando Vergara
Director of Comm. Dev.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District.

The resolution would declare the City's intention to conduct a public hearing and to levy and collect assessments on behalf of the District for Fiscal Year 2021/22 based on the Engineer's Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget.

FINANCIAL STATEMENT: Not applicable

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

ORDINANCE: INTRODUCTION FINAL ADOPTION Not applicable.

STAFF RECOMMENDATION:

Adopt the resolution declaring intent to conduct a public hearing and to levy and collect assessments.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON JUNE 21, 2022 AND TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2022/23

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Report.

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

Section 1: Intention: The Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the Fiscal Year commencing July 1, 2022 and ending June 30, 2023. The Council finds that the public's best interest requires such action.

Section 2: Improvements: The Improvements include, but are not limited to: landscape planting and irrigation, colored hardscape, lighting systems, graphic panels, banners and signage, painted crosswalks, and street furniture. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.

Section 3: Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.

Section 4: Annual Report: Reference is made to the Annual Report prepared by NBS, on file with the Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

Section 5: Notice of Public Hearing: The Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the Council. The Public Hearing will be held on Tuesday, June 21, 2022 at 6:00 pm or as soon thereafter as is feasible in the Council Chambers located at 1243 National City Blvd, National City, CA 91950. The Council further orders the Clerk to publish notice of this resolution in accordance with Section 22626 of the Act.

Section 6: Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that amount previously approved by the property owners (as “increased assessment” is defined in Section 54954.6 of the Government Code).

Section 7: That 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 June 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\) ratifying acceptance of funds in the total amount of \\$15,819 awarded to the City of National City from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery \(CalRecycle\) for FY22 to implement recycling projects and programs such as beverage recycling containers in city parks, clean-up activities, and educational materials; 2\) authorizing the acceptance of the Beverage Container Recycling City/County Payment Program funds for \\$15,819 and the establishment of the Trash Rate Stabilization Fund appropriation of \\$15,819 and corresponding revenue budget for the implementation of recycling projects and programs. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, California 1) ratifying acceptance of funds in the total amount of \$15,819 awarded to the City of National City from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery (CalRecycle) for FY22 to implement recycling projects and programs such as beverage recycling containers in city parks, clean-up activities, and educational materials; 2) authorizing the acceptance of the Beverage Container Recycling City/County Payment Program funds for \$15,819 and the establishment of the Trash Rate Stabilization Fund appropriation of \$15,819 and corresponding revenue budget for the implementation of recycling projects and programs.

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

ACCOUNT NO.

APPROVED: _____ MIS

Expenditure Account No. 172-416-225-399-9078 - \$15,819 (FY22 Beverage Container Recycling Program)

Corresponding revenues have been received and were deposited in account #172-00000-3463. |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution authorizing fund appropriations for the Beverage Container Recycling City/County Payment Program from CalRecycle for FY22.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Resolution

Explanation

The Beverage Container Recycling City/County Payment Program with the Department of Resources of Recycling and Recovery (CalRecycle) awards funds to eligible California cities and counties specifically for beverage container recycling and litter cleanup activities. The goal of the program is to reach and maintain an 80 percent recycling rate for all California Refund Value beverage containers - aluminum, glass, plastic, and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

The City of National City has received funds from this program since FY 2005-06. For the period of FY22, the City of National City was awarded a total of \$15,819 in funds to implement recycling projects and programs. Staff typically uses these funds to purchase beverage recycling containers for our local community parks, purchase reusable tote bags specifically designed to educate and promote beverage container recycling, and develop public educational flyers and brochures promoting beverage container recycling.

Starting with the FY15 funding cycle, jurisdictions have a 24 month term to expend funds. Reporting will require submitting back-up documentation, including proof of purchases, for all expenditures. Failure to meet this reporting due date may result in the denial of funding and collection of unspent/unreported funds. As a result, staff was required to spend the funds allocated for FY22 on the program listed above, and is seeking City Council ratification of those expenditures. Staff is also seeking City Council approval to establish Trash Rate Stabilization Fund appropriations for FY22 to allow for future expenditures, and ratification of the establishment of corresponding revenue budgets for FY22 in the total amount of \$15,819.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA 1) RATIFYING ACCEPTANCE OF FUNDS IN THE TOTAL AMOUNT OF \$15,819 AWARDED TO THE CITY OF NATIONAL CITY FROM THE BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM FROM THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR THE FISCAL YEAR 2022; 2) AUTHORIZING THE ACCEPTANCE OF THE BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM FUNDS FOR \$15,819 AND 3) THE ESTABLISHMENT OF THE TRASH RATE STABILIZATION FUND APPROPRIATION OF \$15,819 AND CORRESPONDING REVENUE BUDGET FOR THE IMPLEMENTATION OF RECYCLING PROJECTS AND PROGRAMS

WHEREAS, the Beverage Container Recycling City/County Payment Program with the Department of Resources of Recycling and Recovery (CalRecycle) awards funds to eligible California cities and counties specifically for beverage container recycling and litter cleanup activities; and

WHEREAS, the goal of the program is to reach and maintain an eighty (80) percent recycling rate for all California Refund Value beverage containers - aluminum, glass, plastic, and bi-metal; and

WHEREAS, the City of National City ("City") has received funds from this program since the Fiscal Year 2005-2006, and for the Fiscal Year 2022, the City received a total of \$15,819 in funds to implement recycling projects and programs; and

WHEREAS, City staff uses these funds to purchase beverage recycling containers for our local community parks, purchase reusable tote bags specifically designed to educate and promote beverage container recycling, develop public educational flyers and brochures promoting beverage container recycling; and

WHEREAS, City staff requests City Council ratify and authorize acceptance of funds in the total amount of \$15,819 from the Beverage Container Recycling City/County Payment Program with the Department of Resources of Recycling and Recovery ("CalRecycle") and authorize the establishment of a Trash Rate Stabilization Fund appropriations for the Fiscal Year 2022 and corresponding revenue budgets for the Fiscal Year 2022.

///

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

Section 1: Ratify and authorize the acceptance of funds for the total amount of \$15,819 from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery (“CalRecycle”) for the Fiscal Year 2022 to implement recycling projects and programs such as beverage recycling containers in City parks, cleanup activities, and educational materials.

Section 2: Authorize establishing the Trash Rate Stabilization Fund appropriation of \$15,819 and corresponding revenue budget for implementing recycling projects and programs.

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 7th day of June, 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 accepting a Grant Deed from KD Cove, LLC for a Street Dedication for a portion of E. 31st Street between the southerly line of “B” Avenue and “C” Avenue, to be vacated for public use, and authorizing the Mayor to execute the certification thereof evidencing the City’s consent to and acceptance of the Grant Deed. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

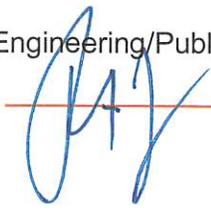
AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, California accepting a Grant Deed from KD Cove, LLC for a Street Dedication for a portion of E. 31st Street between the southerly line of "B" Avenue and "C" Avenue, to be vacated for public use, and authorizing the Mayor to execute the certification thereof evidencing the City's consent to and acceptance of the Grant Deed.

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

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt the Resolution accepting a Grant Deed from KD Cove, LLC for a street dedication for a portion of E. 31st Street between the southerly line of "B" Avenue and "C" Avenue.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Grant Deed with Exhibit "A"
3. Resolution

Explanation

KD Cove, LLC is the owner of the property located on the south side of E. 31st Street, between "B" Avenue and "C" Avenue. The developer plans to construct 87 residential units. As a requirement for the development of their site, they were conditioned to install sidewalk, curb and gutter that is missing along their property frontage. The right of way along the property frontage is not wide enough for the new sidewalk; therefore a partial street dedication is required.

KD Cove, LLC has prepared a Grant Deed to dedicate the necessary right of way to install the missing sidewalk, curb and gutter. KD Cove, LLC is asking the City to accept the Grant Deed.

RECORDING REQUESTED BY
City Clerk of City of National City
1243 National City Blvd.
National City, Ca. 91950

WHEN RECORDED MAIL THIS DEED AND,
UNLESS OTHERWISE SHOWN BELOW,
MAIL TAX STATEMENT TO:

SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

APN 562-252-02-00

The undersigned grantor(s) declare(s):

Document transfer tax is \$ _____

- () computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area; (X) City of National City, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

KD Cove, LLC, a California limited Liability Company

hereby **GRANT(S)** to The City of National City an easement for public street purposes the real property in the City of National City, County of San Diego, State of California, described as

Being a portion of Parcel 1 of Certificate of Compliance No. 2021-15 in the City of National City, County of San Diego, State of California recorded in the Office of the County Recorder of San Diego September 17, 2021, as F/P 2021-0658695. Said portion being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 1, thence along the northerly line of said Parcel 1, North 70°56'52" East 135.15 feet to the TRUE POINT OF BEGINNING; thence leaving said northerly line, North 19°03'01" West 20.00 feet to the northerly line of the West half of the East Half of Lot 8 of Map No. 166; thence along said northerly line North 70°56'52" East 100.01 feet; thence South 19°02'36" East 20.00'; thence South 70°56'52" West 100.01 feet to the TRUE POINT of BEGINNING.

Dated 5.24.2022

Signature of Grantor

State of California _____)

KD Cove, LLC, a California Limited Liability Company

County of SAN DIEGO) S.S.

BY: _____

BY: _____

Joshua Santa, Manager

CALIFORNIA 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.

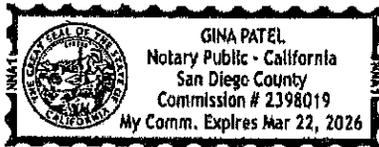
State of California

County of San Diego }

On 05/24/2022 before me, Gina Patel, a notary public,
Date Here Insert Name and Title of the Officer

personally appeared Joshua Santa
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 Gina Patel
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: _____

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: _____

J-17934-C

DEDICATION OF A PORTION OF 31ST STREET

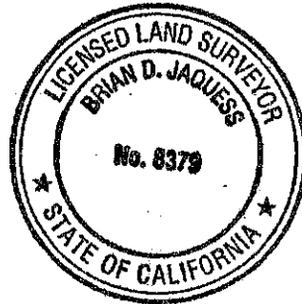
EXHIBIT "A"

Being a portion of Parcel 1 of Certificate of Compliance No. 2021-15 in the City of National City, County of San Diego, State of California recorded in the Office of the County Recorder of San Diego September 17, 2021, as F/P 2021-0688695. Said portion being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 1, thence along the northerly line of said Parcel 1, North 70°56'52" East 135.15 feet to the TRUE POINT-OF-BEGINNING; thence leaving said northerly line, North 19°03'01" West 20.00 feet to the northerly line of the West half of the East Half of Lot 8 of Map No. 166; thence along said northerly line North 70°56'52" East 100.01 feet; thence South 19°02'36" East 20.00'; thence South 70°56'52" West 100.01 feet to the TRUE POINT OF BEGINNING.

Containing 2000 square feet more or less.

 5/19/2022
Brian D. Jaquess L.S. 8379



LEGEND

 POR. OF 31st STREET DEDICATED
HEREON, CONTAINS 2,000± SQ. FT.

POB POINT OF BEGINNING

TPOB TRUE POINT OF BEGINNING

[] RECORD DATA PER PM 10843

() RECORD DATA PER ROS 22992 AND
CERT. OF COMPLIANCE NO. 2021-15,
UNLESS OTHERWISE SHOWN

BASIS OF BEARINGS

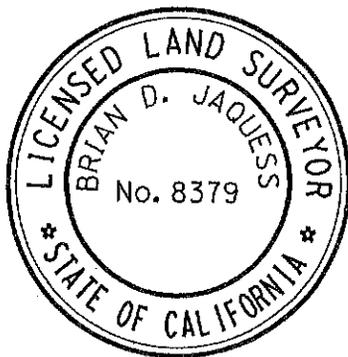
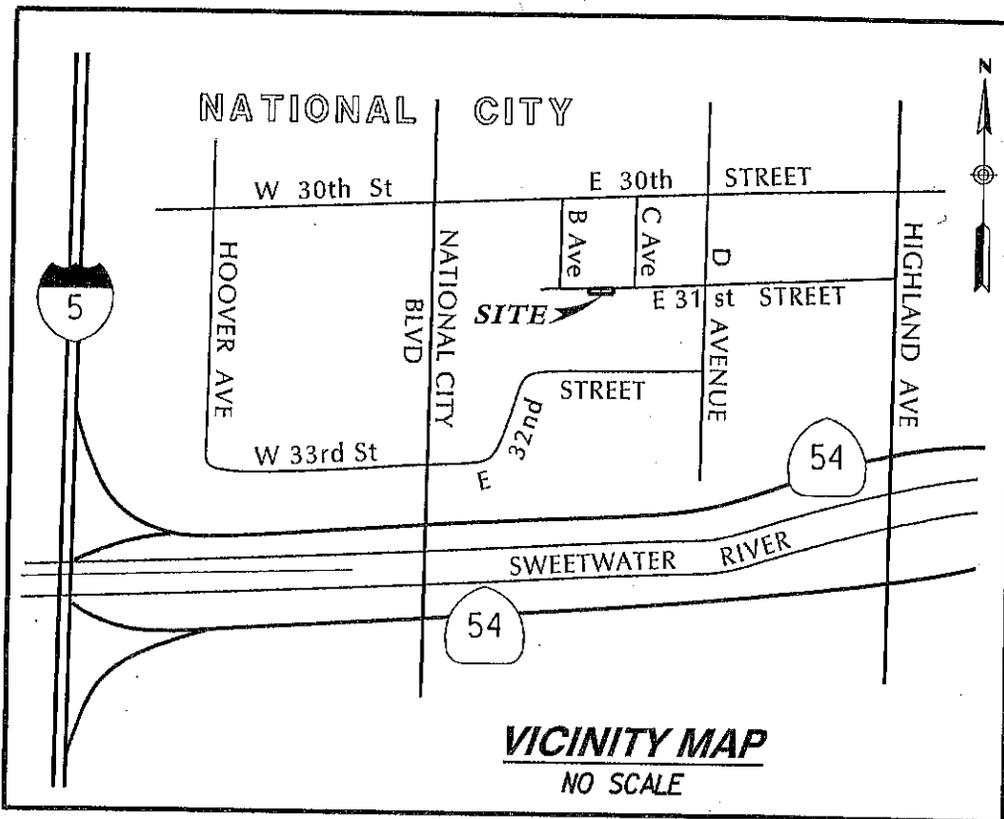
BASIS OF BEARINGS FOR THIS PLAT
IS THE CENTERLINE OF 31st STREET
PER ROS 22992
I.E. N70°56'52"E

REFERENCE DRAWINGS

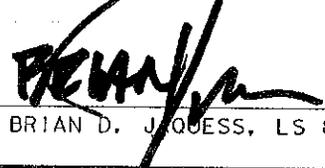
PM 10843, ROS 22992 AND
CERT. OF COMPLIANCE NO.
2021-15 REC. SEPTEMBER 17, 2021
DOC. NO. 2021-0658695, O.R.

ASSESSOR PARCEL NO.

562-252-02



5620 FRIARS ROAD J. 17934c
SAN DIEGO, CA 92110
619-291-0707
(FAX) 619-291-4165


BRIAN D. JAQUES, LS 8379

5119122
DATE

**STREET DEDICATION
PORTION OF 31st STREET**

OVER A PORTION OF PARCEL 1
OF CERTIFICATE OF COMPLIANCE
NO. 2021-15 REC. SEPTEMBER 17, 2021
AS DOC. NO. 2021-0658695, O.R.
IN NATIONAL CITY, COUNTY OF SAN DIEGO

50 25 0 50

EXHIBIT 'A'

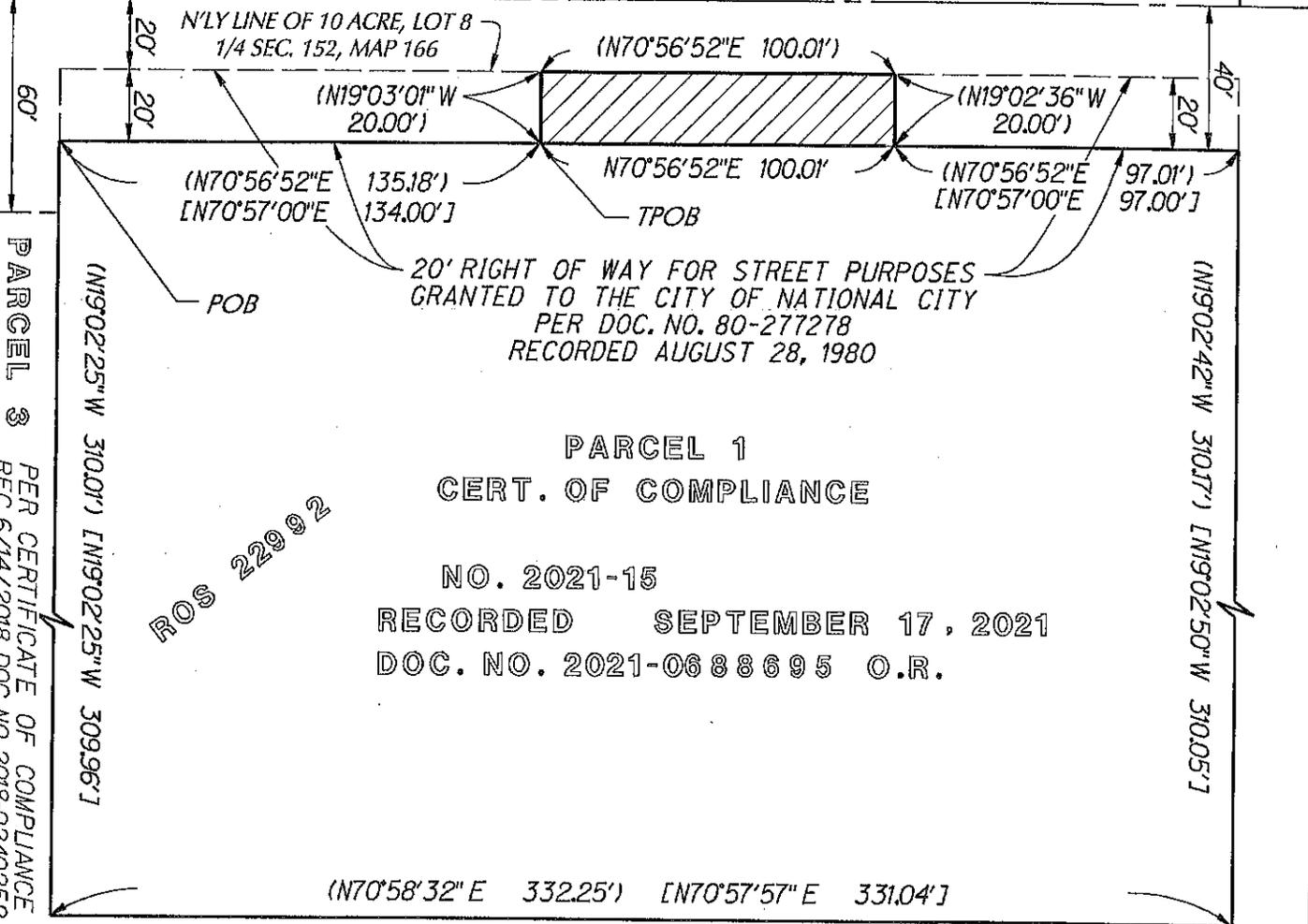
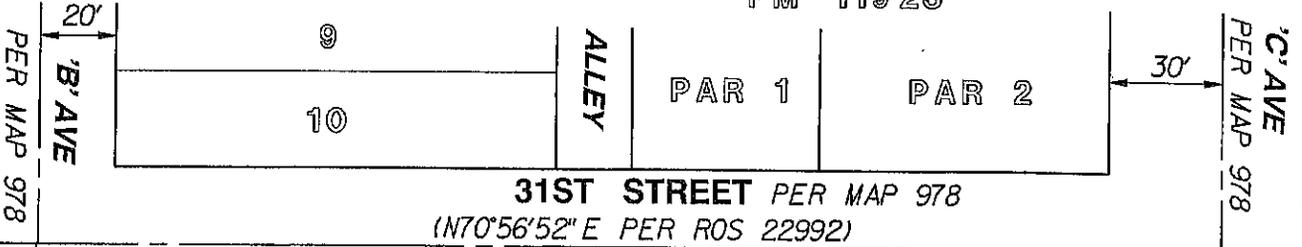
SHEET 2 OF 2

SCALE 1" = 50'



MAP 978

PM 11923



PARCEL 1 CERT. OF COMPLIANCE

NO. 2021-15
RECORDED SEPTEMBER 17, 2021
DOC. NO. 2021-0688695 O.R.

PARCEL 3
PER CERTIFICATE OF COMPLIANCE
REC. 6/14/2018, DOC. NO. 2018-0240252

ROS 22992

© 2022 Rick Engineering Company



5620 FRIARS ROAD J. 17934c
SAN DIEGO, CA 92110
619-291-0707
(FAX) 619-291-4165

STREET DEDICATION PORTION OF 31st STREET

OVER A PORTION OF PARCEL 1
OF CERTIFICATE OF COMPLIANCE
NO. 2021-15 REC. SEPTEMBER 17, 2021
AS DOC. NO. 2021-0658695, O.R.
IN NATIONAL CITY, COUNTY OF SAN DIEGO

RESOLUTION NO. 2022 -

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING A GRANT DEED FROM KD COVE, LLC FOR A PARTIAL STREET DEDICATION FOR A PORTION OF E. 31ST STREET BETWEEN THE SOUTHERLY LINE OF “B” AVENUE AND “C” AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE THE CERTIFICATION THEREOF EVIDENCING THE CITY’S CONSENT TO AND ACCEPTANCE OF THE GRANT DEED

WHEREAS, KD Cove, LLC (“Owner”) owns the property located on the south side of East 31st Street, between “B” Avenue and “C” Avenue; and

WHEREAS, the Owner plans to construct eighty-seven (87) residential units, and as a requirement for the development of its site, it is conditioned to install a sidewalk, curb and gutter along the property frontage; and

WHEREAS, a partial street dedication is required because the right of way along the property frontage is not wide enough to install a sidewalk, curb, and gutter along the property frontage; and

WHEREAS, the Owner prepared a Grant Deed to make the partial street dedication for the necessary right of way to install the sidewalk, curb and gutter along the property frontage; and

WHEREAS, City of National City staff recommend the City Council accept the Owner’s Grant Deed to make the partial street dedication.

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

Section 1. Accepts a Grant Deed from KD Cove, LLC for a partial street dedication for a portion of East 31st Street between the southerly line of “B” Avenue and “C” Avenue, to be vacated for public use.

Section 2. Authorizes the Mayor to execute the certification thereof evidencing the City’s consent to and acceptance of the Grant Deed.

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 7th day of June 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 approving the temporary street closure of Newell Street and 22nd Street scheduled to take place during the period of June 8th, 2022 through July 28th, 2022, for the construction of a neighborhood traffic circle at this intersection.](#)
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City approving the temporary street closure of Newell Street and 22nd Street scheduled to take place during the period of June 8th, 2022 through July 28th, 2022, for the construction of a neighborhood traffic circle at this intersection.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

PHONE: 619-336-4360



DEPARTMENT: Engineering/Public Works

APPROVED BY:



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt the Resolution approving the temporary street closure of Newell Street and 22nd Street scheduled to take place during the period of June 8th, 2022 through July 28th, 2022, for the construction of a neighborhood traffic circle at this intersection.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Location Map
3. Resolution

EXPLANATION

On November 16, 2021, the City Council awarded a contract to Tri-Group Construction and Development, Inc. for the construction of the Citywide Safe Routes to School Project, CIP No. 19-04.

The project will provide high visibility continental crosswalks, ADA accessible ramps with truncated domes, pedestrian crosswalk signs and sidewalk replacements at locations near several elementary schools and Granger Junior High School. Additional proposed improvements include the construction of traffic calming curb extensions and speed cushions on Newell Street near Las Palmas Elementary School between E. 20th Street and 22nd Street.

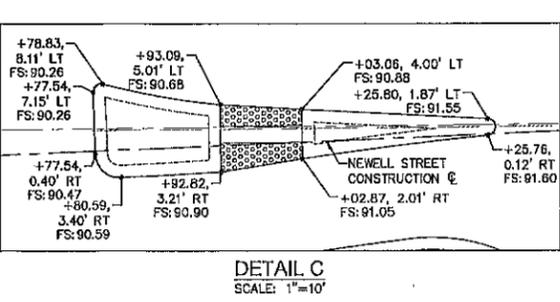
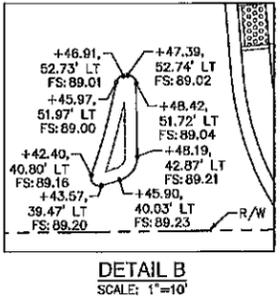
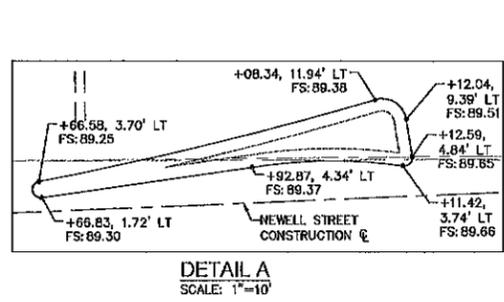
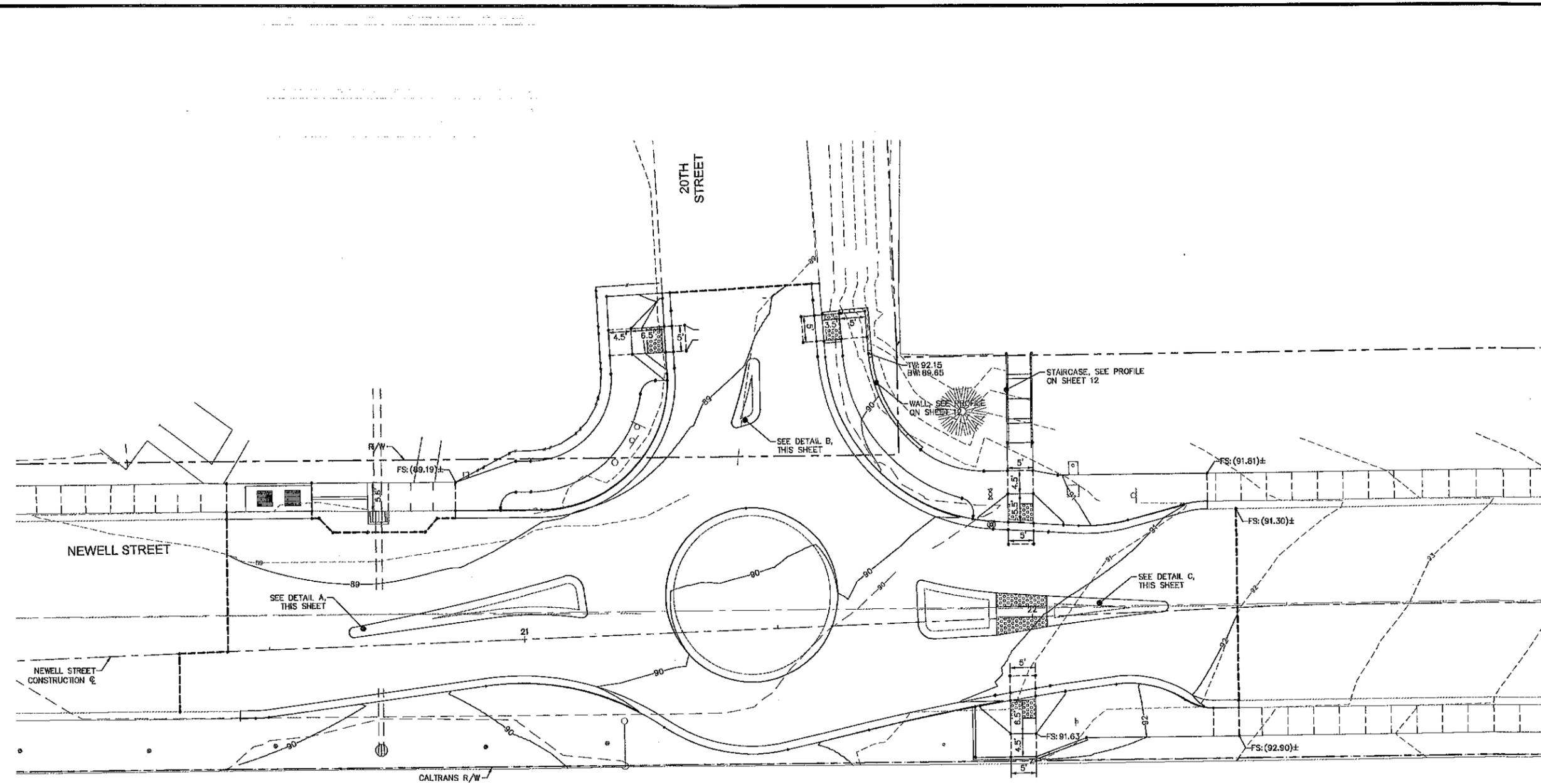
This project would include construction of a traffic circle at the intersection of Newell Street and E. 20th Street, adjacent to Las Palmas Elementary School (see attachment). In order to build the traffic circle at the intersection, the contractor would need to close the intersection to vehicles during construction. However, as requested by the Fire Department, the contractor would need to provide a 20 foot access road for emergency vehicles to access E. 20th Street. The road will also provide access to the vehicles that would need to perform maintenance to golf course to access 20th Street.

The construction of the proposed traffic circle would take approximately four (4) weeks to complete and the work would be performed during the Las Palmas Elementary School summer break from June 8th, 2022 to July 28th, 2022, when the school will be closed. Staff notified the school about this upcoming project. Signage will be placed at the school and the surrounding area alerting the public of the construction, as well as publicized on social media. It should also be noted that the contractor is required to send public notices to all of the properties that will be impacted by this project.

Staff is recommending the temporary street closure of Newell Street and 22nd Street scheduled to take place during the period of June 8th, 2022 through July 28th, 2022, for the construction of a neighborhood traffic circle at this intersection.

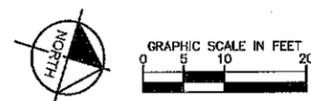
Plotted By: Ruz-Salas, Roberto Sheet Set: the Layouts\02-September 30, 2021 02:28:02pm R:\SND_MUNI\08511212 - Safe Routes to School\Roads\Design\Plan Sheets\01212-SK.dwg
 SURVEYOR: SAMPO
 BENCHMARK: A STANDARD 2.5" BRASS DISK STAMPED 220 1877 (PNT#1232 PER ROS 14482), LOCATED IN STANDARD MONUMENT WELL IN THE INTERSECTION OF HOOVER AVENUE & 16TH STREET. DATUM: NGVD29 ELEVATION: 19.34' SURVEYED ON 04/03/2017
 HORIZONTAL CONTROL: BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 6, BETWEEN POINT NUMBERS 1232 AND 3246 AS SHOWN ON ROS 14482.

ENGINEERING DEPARTMENT		UTILITY DEPARTMENTS		TELEPHONE		CONSTRUCTION RECORDS	
AS-BUILT	APPROVED DATE	SOG&E ELECTRIC, KEENON HOLMES	(858) 547-2009	DATE STARTED:			
		TRAFFIC SIGNALS & LIGHTING, LINDA BUSTARD	(619) 654-8364	INSPECTOR:			
		COX COMMUNICATIONS, CHRISTOPHER BATES	(619) 266-5038	DATE COMPLETED:			
		AT&T SUBSTRUCTURES, FRED KRUISE	(650) 866-1600				
		SWEETWATER AUTHORITY, LUIS VALDEZ	(619) 409-6751				
		GROUNDCASTLE NETWORKS, LARRY STABLER	(303) 880-1233				



GENERAL NOTES

1. ALL STATION AND OFFSETS ON PLANS ARE BASED ON THE MAIN CENTERLINE OF THIS SHEET. (NEWELL STREET CENTERLINE)



Kimley»Horn
 401 B Street, Suite 600, San Diego, California 92101
 Phone: 619.234.9411 | www.kimley-horn.com



PLANS FOR THE IMPROVEMENTS OF:
SAFE ROUTES TO SCHOOL PEDESTRIAN ENHANCEMENTS
 STAKING DETAILS AND PROFILES
 CITY OF NATIONAL CITY

ROBERTO YANO RICE 06292
 DIRECTOR OF PUBLIC WORKS
 CITY ENGINEER

PROJECT NO. 08511212 CP NO. 19-04
 SHEET 11 OF 30 SHEETS 11541-11



100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - SAFE ROUTES TO SCHOOL PEDESTRIAN ENHANCEMENTS

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE TEMPORARY STREET CLOSURE OF NEWELL STREET AND 22ND STREET SCHEDULED TO TAKE PLACE DURING THE PERIOD OF JUNE 8, 2022, THROUGH JULY 28, 2022, FOR THE CONSTRUCTION OF A NEIGHBORHOOD TRAFFIC CIRCLE

WHEREAS, on November 16, 2021, the City of National City (“City”) City Council awarded a contract to Tri-Group Construction and Development, Inc. for the construction of the Citywide Safe Routes to School Project, CIP No. 19-04 (“Project”); and

WHEREAS, the Project provides high visibility continental crosswalks, ADA accessible ramps with truncated domes, pedestrian crosswalk signs, and sidewalk replacements at locations near several elementary schools and Granger Junior High School; and

WHEREAS, additional proposed improvements include the construction of traffic calming curb extensions and speed cushions on Newell Street near Las Palmas Elementary School between East 20th Street and 22nd Street; and

WHEREAS, the construction of the proposed traffic circle would be performed during the Las Palmas Elementary School summer break from June 8, 2022, to July 28, 2022, when the school will be closed; and

WHEREAS, the City’s Fire Department requests that during construction, the contractor provide a twenty (20) foot access road for emergency vehicles to access East 20th Street; and

WHEREAS, to build the traffic circle at the intersection and comply with the City’s Fire Department’s request, the contractor will need to close the intersection to vehicles during construction; and

WHEREAS, City staff is recommending the temporary street closure of Newell Street and 22nd Street from June 8, 2022, through July 28, 2022, to construct a neighborhood traffic circle at this intersection.

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

Section 1: Approves the temporary street closure of Newell Street and 22nd Street, scheduled to take place from June 8, 2022, through July 28, 2022, to construct a neighborhood traffic circle at this intersection.

///

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 7th day of June, 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 the acceptance of the California State Library Lunch at the Library Grant in the amount of \\$800 to fund library programs and authorizing the establishment of a Library Grants Fund appropriation of \\$800 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: June 7, 2022

AGENDA ITEM NO.

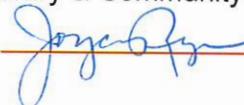
ITEM TITLE:

Resolution of the City Council of the City of National City, California authorizing the acceptance of the California State Library Lunch at the Library Grant in the amount of \$800 to fund library programs and authorizing the establishment of a Library Grants Fund appropriation of \$800 and corresponding revenue budget.

PREPARED BY: Joyce Ryan, Library & Community Services
Director

DEPARTMENT: Library & Community Services

PHONE: 619-470-5882

APPROVED BY: 

EXPLANATION:

The California State Library's Lunch at the Library grant program assists libraries that wish to provide lunches for their young patrons. In addition, the program also makes funds available for "pop-up" library programs at free lunch sites in the community. Staff will be utilizing the \$800 in grant funds to provide programming on STEAM subjects for local youth at Casa de Salud, our local community meal site for youth, during the summer months.

This California State Library grant is awarded in one payment of \$800 for FY 2022. Funds will pay for instructional materials and supplies for library programs and outreach.

FINANCIAL STATEMENT:

ACCOUNT NO.

Revenue:	320-31000-3463	Other State Grants
Expenditure:	320-431-056-399-0000	Material & Supplies

APPROVED:  Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review. PRC 21065.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Approved by the Library Board of Trustees on June 1, 2022.

ATTACHMENTS:

1. State Library's Award Letter with Award Agreement and Certificate of Compliance
2. Resolution



April 26, 2022

Joyce Ryan
National City Public Library
1401 National City Blvd, National City, CA, 91950

Subject: 2022 Lunch at the Library

Dear Ms. Ryan,

This letter confirms the California State Library's award of \$ 800 to the National City Public Library for Summer 2022 Lunch at the Library.

The Lunch at the Library program makes it possible for public libraries to provide free summer meals and programming at library sites, take pop-up libraries to other community-based meal sites, provides free books to help children build home libraries and creates volunteer opportunities for teens. Thank you for being a part of this important work.

National City Public Library will receive \$ 800 of the award upon execution and approval of the grant agreement, certification, and claim forms. The remaining funding (if applicable) will be made available according to the payment schedule and upon the awardee's completion of the requirements listed in the Grant Agreement and Certification of Compliance document included with this award packet.

Hard copies of this correspondence will not follow. Please keep the entirety of this correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Within the DocuSign system, please sign the claim and certification forms included in the award packet using the DocuSign system. Should you have any questions regarding the use of DocuSign please contact your grant monitor.

There are two people assigned to your project. The first is your Grant Monitor. Contact them regarding compliance and reporting. The Grant Monitor assigned to your project is Lisa Lindsay. Contact Lisa via email at lisa.lindsay@library.ca.gov.

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Summer 2022 Lunch at the Library

LATL21-38

Page 2

You are also assigned a Library Programs Consultant for ongoing programmatic support. The Library Programs Consultant assigned to your project is Shana Sojoyner. Contact Shana via email at shana.sojoyner@library.ca.gov.

Please stay in touch with your Grant Monitor and Library Programs Consultant throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:


5/3/2022

BDA50981C41C416...
Greg Lucas

California State Librarian

Enclosures

CC: Gina Iwata

Yesenia Castellon

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	LATL21-38
Library/Organization:	National City Public Library
Project Title:	Summer 2022 Lunch at the Library
Award Amount:	\$ 800

APPROVED BUDGET

Salaries/Wages/Benefits	\$ 0
Consultant Fees	\$ 0
Travel	\$ 0
Supplies/Materials	\$ 800
Equipment (\$5,000 or more per unit)	\$ 0
Services (contracted)	\$ 0
Project Total	\$ 800
Indirect Cost	\$ 0
Grant Total	\$ 800

Start Date:	Upon execution of the award packet materials
End Date:	Friday, September 30, 2022

Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

As outlined in the grant terms and conditions, National City Public Library is required to provide mid-project financial and narrative reports by July 15, 2022; final financial and narrative reports by October 30, 2022; and updates upon request. Reports will be submitted to your grant monitor, Lisa Lindsay, by email at lisa.lindsay@library.ca.gov.

PAYMENTS

Please note this clarification regarding payments. Grant payments will be made based on the payment schedule laid out in the Grant Term and Award Documentation. For awards over \$20,000, ten percent (10%) of the full grant award is withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant terms and conditions. For awards less than \$20,000, payment is made in full.

CONTACT

We want your project to be successful. Please work with the grant monitor and library program consultant in implementing your project:

Grant Monitor	Lisa Lindsay	Library Programs Consultant	Shana Sojoyner
Phone	(916) 603-6708	Phone	(916) 603-7194
Email	lisa.lindsay@library.ca.gov	Email	shana.sojoyner@library.ca.gov



STATE FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



TABLE OF CONTENTS

PROJECT SUMMARY	2
PROCEDURES AND REQUIRMENTS	
A. Term of the Agreement	3
B. Scope of Work	3
C. Budget Detail	3
D. Narrative and Financial Reports	4
E. Claim Form and Payment	5
EXHIBIT A: TERMS AND CONDITIONS	7
EXHIBIT B: CERTIFICATION AND COMPLIANCE FORM	22
Certification	25
EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES	27



PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and National City Public Library for the Summer 2022 Lunch at the Library project.

AWARD AGREEMENT NUMBER LATL21-38

This Award Agreement ("Agreement") is entered into on Execution of this agreement by and between the California State Library ("State Library") and National City Public Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Summer 2022 Lunch at the Library project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$ 800 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 9/30/2022. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 9/30/2022 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the 2022 Lunch at the Library Opportunity.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
April 2022-June 2022	1 st Financial and Mid Project Program Narrative Reports Due	July 15, 2022
July - September 2022	Final Financial and Narrative Reports Due	October 31, 2022

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
 - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to

either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Summer 2022 Lunch at the Library Program.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and it's agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
 7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until

completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

National City Public Library
Joyce Ryan
1401 National City Blvd
National City, CA 91950
619-480-5882
jryan@nationalcityca.gov

California State Library
Lisa Lindsay
900 N Street
Sacramento, CA 95814
916-603-6708
lisa.lindsay@library.ca.gov

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions

of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that every employee who works on the Agreement will:
- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
11. Failure to Perform: The grant being utilized by the Grantee is to benefit the [insert phrase]. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.
12. Federal and State Taxes: The State Library shall not:
 - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
 - c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

13. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
14. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.
15. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
16. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
17. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
18. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as

the California State Library may find necessary to assure the correctness and verification of such reports.

19. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
20. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
21. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
22. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
23. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
 - a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and

- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

24. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$ 800 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

25. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

26. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations

under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

27. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
 - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
28. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:
- a. Grant Agreement Coversheet and any Amendments thereto
 - b. Terms and Conditions
 - c. Procedures and Requirements
 - d. Certificate of Compliance
 - e. Project Summary
 - f. Grantee's Application (including Budget and Activities Timeline)
 - g. All other attachments hereto, including any that are incorporated by reference.

29. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.
- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

30. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

31. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their

regular job duties, including a proportionate share of any benefits to which the employee is entitled.

32. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
33. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
34. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
35. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
36. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
37. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite

evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

38. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
39. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
40. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
 - d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
 - e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$ 800 upon execution of the agreement and submission of claim by the grantee organization.
 - o If applicable, second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of NA.

- If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of NA.

41. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.
42. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
43. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
44. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

45. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
46. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.
- Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
47. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
48. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
49. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee

agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$ 800. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

- 8. CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
11. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

- 16. ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name:	Address <i>(official and complete):</i>
PROJECT COORDINATOR	
Name:	
Email:	Phone:
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Joyce Ryan	Title:
Email: jryan@nationalcityca.gov	Phone:
Signature:	Date:



Authorized Representative Signature

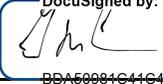
ORGANIZATION	
Name:	Address (official and complete):
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing: Joyce Ryan	Title:
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento CA 95814
Signature: <small>DocuSigned by:</small>  <small>BDA50084C416416...</small>	Date: 5/3/2022
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.56 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	<p>\$ 90.00 plus tax for all counties/cities not listed below</p> <p>\$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties</p> <p>\$ 110.00 plus tax for Marin County</p> <p>\$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica</p> <p>\$ 125.00 plus tax for Monterey and San Diego Counties</p> <p>\$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties</p> <p>\$ 150.00 plus tax for the City of Santa Monica</p> <p>\$ 250.00 plus tax for San Francisco County</p> <p>Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.</p>
--	--

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
--	--



April 13, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Lynne Oliva

Lynne Oliva
Grants and Bureau Operations Manager
California State Library
900 N Street
Sacramento, CA 95814

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

CALIFORNIA STATE LIBRARY

Lunch at the Library

FINANCIAL CLAIM

Invoice#: LATL21-38-001
PO#

ENY: 2021
ITEM NO: 6120-140-0001 Chapter 240, Statutes of 2021
PURCHASING AUTHORITY NUMBER: CSL-6120
REPORTING STRUCTURE: 61202000
COA: 5432000
PROGRAM #: 5312

Date: _____

Claim of: National City Public Library

Complete Address: _____
Street Address, City, State, Zip Code

For: National City Public Library

Project Title: Summer 2022 Lunch at the Library

Amount Claimed: \$800

Grant Award Number: LATL21-38

For Period From: upon execution to end of grant period

Type of Payment PROGRESS FINAL **IN FULL**

Payable Upon Execution of Agreement

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the authorized representative)

Joyce Ryan

(Print Name)

Title

State of California, State Library Fiscal Office

By _____ Date _____
(State Library representative)

If you are not using DocuSign electronic signature to submit your claim, please complete the following:

<p>EMAIL A SCANNED COPY: Fiscal Services stategrants.fiscal@library.ca.gov</p>	<p>MAIL ONE ORIGINAL SIGNATURE TO: California State Library Fiscal Office – State Grants PO Box 942837 Sacramento, CA 94237-0001</p>
--	---

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST****CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING THE SUMMER 2022 LUNCH AT THE LIBRARY GRANT FROM THE CALIFORNIA STATE LIBRARY FOR \$800 TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S SUMMER PROGRAM FOR THE FISCAL YEAR 2023 AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION OF \$800 AND CORRESPONDING REVENUE BUDGET

WHEREAS, on April 26, 2022, the California State Library ("State Library") awarded \$800 in grant funding to the City of National City Public Library ("City Public Library") for the Summer 2022 Lunch at the Library Grant Program ("Program"); and

WHEREAS, the State Library's Program covers the costs of instructional materials and supplies for library programs and outreach, allows libraries to provide lunches to young patrons and "pop-up" library programs at free lunch sites within the community; and

WHEREAS, during the summer months of 2022, the Public Library will utilize the \$800 in grant funds to provide "pop-up" programs on STEAM subjects and lunches for youth in the City of National City ("City") through the Feeding San Diego program for local youth at Casa de Salud; and

WHEREAS, City staff recommends authorizing the acceptance of the Program from the State Library for \$800 to fund City Public Library programs at Casa de Salud and the establishment of Library Grants Fund appropriations of \$800 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: Authorizes the acceptance of the Summer 2022 Lunch at the Library grant funds from the State Library for \$800 to fund Public Library programs at Casa de Salud and authorizes the establishment of a Library Grants Fund appropriations of \$800 and corresponding revenue budget.

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 7th day of June, 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: [Investment transactions for the month ended April 30, 2022. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended April 30, 2022.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Mollyson*

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending April 30, 2022.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Paulette Spitznagel* **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended April 30, 2022.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/04/2022	60934N807	2.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2.92	0.00	2.92	0.00
Purchase	04/13/2022	023135CF1	205,000.00	Amazon.com Inc Callable Note Cont 03/13/2027 3.3% Due 4/13/2027	99.794	3.35%	204,577.70	0.00	204,577.70	0.00
Purchase	04/13/2022	60934N807	176,709.82	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	176,709.82	0.00	176,709.82	0.00
Purchase	04/15/2022	60934N807	1,218.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,218.75	0.00	1,218.75	0.00
Purchase	04/15/2022	60934N807	280.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	280.33	0.00	280.33	0.00
Purchase	04/15/2022	60934N807	62.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	62.83	0.00	62.83	0.00
Purchase	04/15/2022	60934N807	51.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	51.67	0.00	51.67	0.00
Purchase	04/15/2022	60934N807	58.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	58.50	0.00	58.50	0.00
Purchase	04/15/2022	60934N807	34.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	34.50	0.00	34.50	0.00
Purchase	04/15/2022	60934N807	305.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	305.50	0.00	305.50	0.00
Purchase	04/15/2022	60934N807	5,721.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,721.25	0.00	5,721.25	0.00
Purchase	04/15/2022	60934N807	5,889.77	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,889.77	0.00	5,889.77	0.00
Purchase	04/15/2022	60934N807	6,009.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,009.50	0.00	6,009.50	0.00
Purchase	04/15/2022	60934N807	9,494.70	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	9,494.70	0.00	9,494.70	0.00
Purchase	04/15/2022	60934N807	20,097.55	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	20,097.55	0.00	20,097.55	0.00
Purchase	04/15/2022	60934N807	16,394.36	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	16,394.36	0.00	16,394.36	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/15/2022	60934N807	5,077.85	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,077.85	0.00	5,077.85	0.00
Purchase	04/15/2022	60934N807	11,091.07	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,091.07	0.00	11,091.07	0.00
Purchase	04/15/2022	90LAIF\$00	16,241.26	Local Agency Investment Fund State Pool	1.000	0.42%	16,241.26	0.00	16,241.26	0.00
Purchase	04/16/2022	60934N807	2,457.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,457.75	0.00	2,457.75	0.00
Purchase	04/18/2022	60934N807	9,224.94	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	9,224.94	0.00	9,224.94	0.00
Purchase	04/21/2022	60934N807	18.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	18.00	0.00	18.00	0.00
Purchase	04/21/2022	60934N807	88.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	88.00	0.00	88.00	0.00
Purchase	04/21/2022	60934N807	4,505.24	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,505.24	0.00	4,505.24	0.00
Purchase	04/25/2022	60934N807	2,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,125.00	0.00	2,125.00	0.00
Purchase	04/25/2022	60934N807	27.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	27.50	0.00	27.50	0.00
Purchase	04/25/2022	60934N807	110.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	110.00	0.00	110.00	0.00
Purchase	04/30/2022	60934N807	6,437.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,437.50	0.00	6,437.50	0.00
Subtotal			504,736.06				504,313.76	0.00	504,313.76	0.00
Security Contribution	04/30/2022	90SDCP\$00	33,000.00	County of San Diego Pooled Investment Pool	1.000		33,000.00	0.00	33,000.00	0.00
Subtotal			33,000.00				33,000.00	0.00	33,000.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Short Sale	04/13/2022	60934N807	-204,577.70	Federated Investors Govt Oblig Fund Inst.	1.000		-204,577.70	0.00	-204,577.70	0.00
Subtotal			-204,577.70				-204,577.70	0.00	-204,577.70	0.00
TOTAL ACQUISITIONS			333,158.36				332,736.06	0.00	332,736.06	0.00
DISPOSITIONS										
Closing Purchase	04/13/2022	60934N807	-204,577.70	Federated Investors Govt Oblig Fund Inst.	1.000		-204,577.70	0.00	-204,577.70	0.00
Subtotal			-204,577.70				-204,577.70	0.00	-204,577.70	0.00
Sale	04/13/2022	313379Q69	175,000.00	FHLB Note 2.125% Due 6/10/2022	100.251	0.53%	175,439.25	1,270.57	176,709.82	-1,634.50
Sale	04/13/2022	60934N807	204,577.70	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	204,577.70	0.00	204,577.70	0.00
Subtotal			379,577.70				380,016.95	1,270.57	381,287.52	-1,634.50
Paydown	04/15/2022	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	305.50	305.50	0.00
Paydown	04/15/2022	43815NAC8	5,668.40	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		5,668.40	52.85	5,721.25	0.05
Paydown	04/15/2022	477870AC3	5,835.12	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		5,835.12	54.65	5,889.77	1.24
Paydown	04/15/2022	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	280.33	280.33	0.00
Paydown	04/15/2022	47787NAC3	5,983.05	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		5,983.05	26.45	6,009.50	0.91



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	04/15/2022	47788UAC6	0.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		0.00	34.50	34.50	0.00
Paydown	04/15/2022	47789KAC7	9,389.30	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		9,389.30	105.40	9,494.70	0.57
Paydown	04/15/2022	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	58.50	58.50	0.00
Paydown	04/15/2022	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	51.67	51.67	0.00
Paydown	04/15/2022	65479JAD5	19,813.80	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		19,813.80	283.75	20,097.55	1.05
Paydown	04/15/2022	89232HAC9	16,174.01	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		16,174.01	220.35	16,394.36	-372.76
Paydown	04/15/2022	89236XAC0	5,048.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		5,048.68	29.17	5,077.85	0.94
Paydown	04/15/2022	89237VAB5	11,042.21	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		11,042.21	48.86	11,091.07	0.85
Paydown	04/15/2022	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	62.83	62.83	0.00
Paydown	04/18/2022	43813KAC6	9,147.86	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		9,147.86	77.08	9,224.94	1.34
Paydown	04/21/2022	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	18.00	18.00	0.00
Paydown	04/21/2022	43813RAC1	4,440.99	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		4,440.99	64.25	4,505.24	0.87
Paydown	04/21/2022	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	88.00	88.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	04/25/2022	05601XAC3	0.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		0.00	110.00	110.00	0.00
Paydown	04/25/2022	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	27.50	27.50	0.00
Subtotal			92,543.42				92,543.42	1,999.64	94,543.06	-364.94
Security Withdrawal	04/11/2022	60934N807	2,593.17	Federated Investors Govt Oblig Fund Inst.	1.000		2,593.17	0.00	2,593.17	0.00
Subtotal			2,593.17				2,593.17	0.00	2,593.17	0.00
TOTAL DISPOSITIONS			270,136.59				270,575.84	3,270.21	273,846.05	-1,999.44
OTHER TRANSACTIONS										
Interest	04/15/2022	91282CBV2	650,000.00	US Treasury Note 0.375% Due 4/15/2024	0.000		1,218.75	0.00	1,218.75	0.00
Interest	04/16/2022	3137EAEY1	630,000.00	FHLMC Note 0.125% Due 10/16/2023	0.000		393.75	0.00	393.75	0.00
Interest	04/16/2022	45950KCR9	300,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.000		2,064.00	0.00	2,064.00	0.00
Interest	04/25/2022	06406RAX5	500,000.00	Bank of NY Mellon Corp Callable Note Cont 9/25/2024 0.85% Due 10/25/2024	0.000		2,125.00	0.00	2,125.00	0.00
Interest	04/30/2022	91282CAT8	650,000.00	US Treasury Note 0.25% Due 10/31/2025	0.000		812.50	0.00	812.50	0.00
Interest	04/30/2022	91282CDG3	1,000,000.00	US Treasury Note 1.125% Due 10/31/2026	0.000		5,625.00	0.00	5,625.00	0.00
Subtotal			3,730,000.00				12,239.00	0.00	12,239.00	0.00
Dividend	04/04/2022	60934N807	37,426.84	Federated Investors Govt Oblig Fund Inst.	0.000		2.92	0.00	2.92	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	04/15/2022	90LAIF\$00	1,718,259,592.32	Local Agency Investment Fund State Pool	0.000		16,241.26	0.00	16,241.26	0.00
Subtotal			1,718,297,019.16				16,244.18	0.00	16,244.18	0.00
TOTAL OTHER TRANSACTIONS			1,722,027,019.16				28,483.18	0.00	28,483.18	0.00

The following page(s) contain the backup material for Agenda Item: [Warrant Register #42 for the period of 4/15/22 through 4/21/22 in the amount of \\$1,740,797.06. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #42 for the period of 4/15/22 through 4/21/22 in the amount of \$1,740,797.06.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accountant Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 4/15/22 - 4/21/22. 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>
Health Net Inc	357590	86,933.34	Group# R1192A – April 2022
Kaiser Foundation HP	357591	228,662.46	Group# 104220 – May 2022
Mile of Cars Assoc	357593	109,031.30	FY22 Mile of Cars/Lighting Maint Dist

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,740,797.06.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$1,740,797.06.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 42



**WARRANT REGISTER # 42
4/21/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALDEMCO	FOOD / NUTRITION CENTER	357567	4/21/22	2,266.08
ALIGNMENT EXPRESS OF CA INC	SHOP SUPPLIES / PW	357568	4/21/22	1,115.62
ALL THE KINGS FLAGS	CITYWIDE FLAGS & ACCESSORIES	357569	4/21/22	1,006.05
AMAZON	SENIOR SATURDAY JEWELRY CRAFT MATERIALS	357570	4/21/22	80.21
BROADWAY AUTO GLASS	OFF-SITE WINDOW TINT AND REPAIRS	357571	4/21/22	730.26
C A P F	APRIL 2022 - FIRE LTD	357572	4/21/22	1,150.50
CALIFORNIA LAW ENFORCEMENT	APRIL 2022 - PD LTD	357573	4/21/22	2,131.50
CLEAN HARBORS ENVIRONMENTAL	HAZMAT WASTE FOR MARCH 2022	357574	4/21/22	1,078.26
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	357575	4/21/22	823.00
CRUZ	TRAINING ADV LDG HONOR GUARD	357576	4/21/22	552.96
DAY WIRELESS SYSTEMS	COMPANY MNTNCE CONTRACT/ FIRE	357577	4/21/22	328.00
DELTA DENTAL	APRIL 2022 GRP #05-0908600000	357578	4/21/22	14,997.83
DELTA DENTAL	APRIL 2022 - GRP #05-0908601002	357579	4/21/22	45.22
DELTA DENTAL INSURANCE CO	APRIL 2022 GROUP #05-7029600000	357580	4/21/22	2,344.96
DELTA DENTAL INSURANCE CO	APRIL 2022 - GROUP #05-7029600002	357581	4/21/22	108.77
DFM ASSOCIATES	2022 CALIFORNIA ELECTIONS CODE BOOK	357582	4/21/22	65.25
DIVISION 8 INCORPORATED	CITY WIDE ONSITE GLASS AND WINDOW	357583	4/21/22	890.00
ESGIL LLC	PLAN REVIEW SERVICES	357584	4/21/22	33,398.43
FIRE ETC	TRUE NORTH L-3 RIT BAG/FIRE	357585	4/21/22	348.00
FRIEDMAN IMAGING	SCANNING/BUILDING	357586	4/21/22	1,697.84
GALINDO ROJAS	SUPPLIES / HR	357587	4/21/22	70.65
GONZALES	TRAINING ADV SUB HONOR GUARD	357588	4/21/22	552.96
GONZALES	TRAINING SLI #4 ADV SUB	357589	4/21/22	396.68
HEALTH NET INC	GROUP #R1192A - APRIL 2022	357590	4/21/22	86,933.34
KAISER FOUNDATION HEALTH PLAN	GROUP #104220 - MAY 2022	357591	4/21/22	228,662.46
LIEBERT CASSIDY WHITMORE	LCW WEBINAR - EMPLOYMENT LAW SEMINAR	357592	4/21/22	550.00
MILE OF CARS ASSOCIATION	FY22 MILE OF CARS/LIGHTNING MAINT DIST	357593	4/21/22	109,031.30
MOSSY NISSAN	MOP 80703 AUTO SUPPLIES - PW	357594	4/21/22	248.59
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES - PW	357595	4/21/22	19.02
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES PW	357596	4/21/22	593.94
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES- PW	357597	4/21/22	160.32
PENSKE FORD	R&M CITY VEHICLES FY 2022	357598	4/21/22	1,656.40
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES PW	357599	4/21/22	1,436.06
PROFESSIONAL SEARCH GROUP LLC	RECRUITMENT SERVICES	357600	4/21/22	8,547.50
PROPPS	REIMBURSEMENT LENA / NSD	357601	4/21/22	108.37
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES PW	357602	4/21/22	741.61
RELIANCE STANDARD	APRIL 2022 - GROUP #VAI826233, VCI801146	357604	4/21/22	4,300.70
SAN DIEGO COUNTY	SD COUNTY TREASURER-TAX COLLECTOR FEE	357605	4/21/22	7.02
SBCS CORPORATION	CARES ACT CDBG-CV AGREEMENT	357606	4/21/22	12,184.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	357607	4/21/22	4,078.01
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	357608	4/21/22	435.00
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICALS & DMV EXAM	357609	4/21/22	805.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	357610	4/21/22	80.74
SMART & FINAL	MOP 45756 POLICE PROMOTIONAL TESTING	357611	4/21/22	106.83
SMART & FINAL	MOP SENIOR SATURDAY CONSUMABLES	357612	4/21/22	79.21
SOSA	TRAINING ADV SUB HONOR GUARD	357613	4/21/22	552.96
SOUTH COAST EMERGENCY	CAP, RESERVOIR RPLC 15895	357614	4/21/22	790.36
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES -PW	357615	4/21/22	110.42



**WARRANT REGISTER # 42
4/21/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SOUTHWEST SIGNAL SERVICE	TRAFFIC SIGNAL MAINTENANCE / PW	357616	4/21/22	47,961.57
STAPLES BUSINESS ADVANTAGE	STAPLES MOP OFFICE SUPPLIES / HED	357617	4/21/22	69.81
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FOR FY 2022	357618	4/21/22	349.11
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	357620	4/21/22	2,881.25
T MAN TRAFFIC SUPPLY	STREET SIGNS / PW	357621	4/21/22	1,462.88
TEC-DURAZO	TRAINING ADV LDG HONOR GUARD	357622	4/21/22	552.96
TECHNOLOGY INTEGRATION GROUP	MISC MIS EQUIP FOR FY22	357623	4/21/22	1,872.54
TERRA BELLA NURSERY INC	24' METROSIDEROS EXCELSA / PARKS	357624	4/21/22	296.29
THE STAR NEWS	PUBLIC NOTICE - STAR NEWS	357625	4/21/22	676.51
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES	357626	4/21/22	20.87
TRANS-LANG	TRANSLATION SERVICES - CITY COUNCIL MTG.	357627	4/21/22	743.75
TRI TECH FORENSICS INC	RFQ #1147 LAB SUPPLIES FOR PROPERTY & EV	357628	4/21/22	2,394.00
TRI TECH REPROGRAPHICS	PRINTING/BUILDING	357629	4/21/22	75.04
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	357630	4/21/22	727.92
US BANK	PD TRAINING CARD CPT. HERNANDEZ	357631	4/21/22	1,500.34
VISION SERVICE PLAN	APRIL 2022 - VISION SERVICE PLAN (CA)	357632	4/21/22	834.44
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	357633	4/21/22	1,786.69
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES- PW	357634	4/21/22	177.46
Z A P MANUFACTURING INC	STREET SIGNS / PW	357635	4/21/22	1,786.98
			A/P Total	594,568.60
WIRED PAYMENTS				
SAN DIEGO GAS & ELECTRIC	NUTRITION CTR SDG&E 02.18.2022	542153	4/15/22	4,187.20
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SERVICES BASE FEE - APRIL	735320	4/15/22	569.55
PAYROLL				
Pay period	Start Date	End Date	Check Date	
9	4/5/2022	4/18/2022	4/27/2022	1,141,471.71
			GRAND TOTAL	\$ 1,740,797.06

The following page(s) contain the backup material for Agenda Item: [Warrant Register #43 for the period of 4/22/22 through 4/28/22 in the amount of \\$950,740.08. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #43 for the period of 4/22/22 through 4/28/22 in the amount of \$950,740.08. (Finance)

PREPARED BY: Karla Apalategui, Senior Accountant Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 4/22/22 - 4/28/22. 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>
Crest Equipment Inc	357695	140,350.23	CIP 19-02 El Toyon/Las Palmas Bicycle
Admisure Inc	42722	94,731.20	WC Account Replenishment
Public Emp Ret System	42822	274,354.40	Service Period 4/5/22 – 4/18/22

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$950,740.08.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$950,740.08.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 43



**WARRANT REGISTER # 43
4/28/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	UNIFORM AND ACCESSORIES FOR FY22	357636	4/22/22	504.25
ALLSTATE SECURITY SERVICES INC	SECURITY GUARD FEB'22/LIBRARY	357637	4/22/22	2,243.67
AMAZON	SUPPLIES FY22 WATERPROOF HARD DRIVE/LIB	357638	4/22/22	205.20
ASSESSMENTS 24X7	PRC #11974, EIQ CERTIFICATION CP	357639	4/22/22	7,984.00
BRAINFUSE, INC	EDUCATION SERVICES, ONLINE TUTORING/LIB	357640	4/22/22	5,000.00
BUTLER THERAPY INC.	EMR PSYCHOTHERAPY SERVICES MARCH 2022	357641	4/22/22	800.00
CAL UNIFORMS INC	UNIFORMS AND ACCESSORIES FOR FY22.	357642	4/22/22	523.04
CI TECHNOLOGIES, INC.	ANNUAL MAINTENANCE CONTRACT RENEWAL / PD	357643	4/22/22	14,400.00
COUNTY OF SAN DIEGO	OBSERVER SAFETY CLOTHING FOR AUTOPSIES	357644	4/22/22	63.00
DEMCO INC	LIBRARY SUPPLIES, TOOLS FY 22	357645	4/22/22	887.01
DEMCO INC	OUT OF STATE TAXES OWED TO DEMCO/ LIBRARY	357646	4/22/22	65.76
DEPT OF JUSTICE	DOJ FINGERPRINTING FOR FY22	357647	4/22/22	524.00
EDD	INVESTIGATIONS TOOL/FORMS REIMBURSEMENT	357649	4/22/22	195.00
FON JON PET CARE CENTER	BOARDING AND BATH SERVICES RENDERED / PD	357650	4/22/22	255.00
FOX VALLEY TECHNICAL COLLEGE	CHILD HOMICIDE INVESTIGATIONS TRAINING / PD	357651	4/22/22	395.00
GRAINGER	FIRST AID KITS / PD	357653	4/22/22	1,719.90
GRANFONDO CYCLING TOURS, INC	TUP EVENT PATROL SERVICES REFUND	357654	4/22/22	636.80
LASER SAVER INC	MOP 45725, TONER/PRINTING SUPPLIES/POLICE	357655	4/22/22	847.82
LORTE TECHNOLOGIES INC	FL350 FINGERTIP PULSE OXIMETER / FIRE	357656	4/22/22	495.00
MAN K9 INC	MONTHLY TRAINING MAINTENANCE	357657	4/22/22	1,184.00
MES CALIFORNIA	P/N 4013-L (9) CUSTOM HEXARMOR/FIRE	357658	4/22/22	2,664.63
MIDWEST TAPE	DVDS/LIBRARY	357659	4/22/22	952.31
OFFICE SOLUTIONS BUSINESS	MOP 83778, OFFICE SUPPLIES/PD	357661	4/22/22	252.39
PALOMAR HEALTH	SEXUAL ABUSE FORENSIC EXAMS FOR FY22	357662	4/22/22	1,350.00
POLICE AND FIRE PSYCHOLOGY	PRE-EMPLOYMENT PSYCHOLOGICAL EVALS	357663	4/22/22	1,700.00
PRO BUILD COMPANY	MOP 45707. SUPPLIES/ POLICE DEPARTMENT	357664	4/22/22	833.67
PROFESSIONAL SEARCH GROUP LLC	ADMINISTRATIVE PROFESSIONAL SERVICES/PD	357665	4/22/22	6,075.00
PROFORCE LAW ENFORCEMENT	SUPPLIES FOR POLICE DEPARTMENT	357666	4/22/22	7,103.06
ROADONE	MOP 75948. TOWING CHARGES / PD	357667	4/22/22	160.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT CARLOMAGNO	357668	4/22/22	23.00
SAN DIEGO PET SUPPLY	MOP 45753, K9 SUPPLIES/POLICE DEPARTMENT	357669	4/22/22	485.78
SAN DIEGO POLICE EQUIPMENT	FED GM308M-5, FEDERAL GOLD MEDAL / PD	357670	4/22/22	3,673.43
SHRED-IT	DOCUMENT SHREDDING SERVICES	357671	4/22/22	809.18
SOUTHWEST BOULDER & STONE INC	COMMUNITY SERVICE DAY MULCH AND DG	357672	4/22/22	978.89
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES/POLICE DEPART	357673	4/22/22	233.48
T MOBILE USA INC	GPS LOCATE SERVICES	357674	4/22/22	355.00
THE COUNSELING TEAM	PRC #11973 EMPLOYEE SUPPORT SERVICES	357675	4/22/22	1,600.00
U S BANK	TRAINING PD CREDIT CARD	357677	4/22/22	5,863.05
VCA EMERGENCY ANIMAL HOSPITAL	EMERGENCY EXAM	357678	4/22/22	1,098.23
WEST PAYMENT CENTER	WEST INVESTIGATIVE SERVICES FOR FY22	357679	4/22/22	1,428.00
WORTH AVE GROUP, LLC	INSURANCE POLICY/LIBRARY	357680	4/22/22	159.62
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES	357681	4/28/22	8,109.00
ALDEMCO	FOOD / NUTRITION CENTER	357682	4/28/22	4,405.18
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT IS TO PROVIDE SERVICES	357683	4/28/22	4,208.30
AMAZON	COMM SRVCS DAY KIDS CRAFTS MATERIALS	357684	4/28/22	221.05
ANSER ADVISORY MANAGEMENT, LLC	CIP 19-18 NATIONAL CITY BLVD BIKEWAY - ENG	357685	4/28/22	4,827.00
APS LIGHTING & SAFETY PRODUCTS	4050, LED SIGNAL STAT S/T/T 4" ROUND	357686	4/28/22	249.66
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	357687	4/28/22	5,041.76



**WARRANT REGISTER # 43
4/28/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	357688	4/28/22	128.62
BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD 04/1-04/22	357689	4/28/22	393.64
BULLDOG TOWING	LAND TRANSPORT	357690	4/28/22	487.50
CALIFORNIA ASSOCIATION OF CODE	CACEO AUTOREPAIR WEBINAR / NSD	357691	4/28/22	310.00
CHEN RYAN ASSOCIATES INC	BAYSHORE BIKEWAY SEGEMENT 5 - ENG/PW	357692	4/28/22	45,300.05
CIRCULATE SAN DIEGO	SENIOR SATURDAYS CIRCULATE SAN DIEGO EVENT	357693	4/28/22	1,136.61
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	357694	4/28/22	2,164.37
CREST EQUIPMENT INC	CIP 19-02 EL TOYON LAS PALMAS BICYCLE	357695	4/28/22	140,350.23
CRUZ	TRAINING REM TC / PW	357696	4/28/22	147.64
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2022	357697	4/28/22	6,702.94
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21	357698	4/28/22	2,939.63
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357699	4/28/22	2,334.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357700	4/28/22	1,353.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357701	4/28/22	840.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357702	4/28/22	460.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	357703	4/28/22	256.00
D-MAX ENGINEERING INC	CIP 21-14 NC STORM WATER SERVICES - ENG/PW	357704	4/28/22	15,942.52
ECOLAB	CHEMICALS FOR DISHWASHER / NUTRITION	357705	4/28/22	98.85
EPIC LAND SOLUTIONS INC	EPIC LAND SOLUTIONS APPRAISAL OF 1845 E AVE	357706	4/28/22	3,500.00
EXOS COMMUNITY SERVICES LLC	PROFESSIONAL SERVICES MANAGEMENT FEES	357707	4/28/22	19,638.52
EXPERIAN	EMPLOYMENT INSIGHT CREDIT PROFILES	357708	4/28/22	27.72
FALLEN OFFICERS FUND	TRAINING TUITION GANG CONF	357709	4/28/22	1,500.00
FINANCIAL CREDIT NETWORK, INC	COLLECTION ACCT PAID TO CITY/ACCT#002118	357710	4/28/22	415.44
FLEET SERVICES INC	BRAKE DRUM / PW	357711	4/28/22	695.72
GEOSYNTEC CONSULTANTS INC	CNC NCFD COMPLIANCE WORK - ENG/PW	357712	4/28/22	5,829.49
GONZALES	TRAINING FTO	357713	4/28/22	132.87
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR PARKS	357714	4/28/22	225.51
IBARRA	TRAINING DUI SFST	357715	4/28/22	178.09
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	357716	4/28/22	16.00
INNOVATIVE CONSTRUCTION	CIP 19-35 PARADISE CREEK AT KIMBALL WAY	357717	4/28/22	19,829.50
KIMLEY HORN AND	CIP 21-13 TRAFFIC COUNTS AND ANALYSIS	357718	4/28/22	845.00
KREISBERG LAW FIRM	PROFESSIONAL CONSULTING AND COMPENSATION	357719	4/28/22	13,500.00
KTUA	CLEAN CA PROGRAM GRANT - ENG/PW	357720	4/28/22	5,595.00
LASER SAVER INC	QTY 1HP CF410X BLACK TONER	357721	4/28/22	826.12
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	357722	4/28/22	14.14
LUTH AND TURLEY INC.	LIABILITY CLAIM COST	357723	4/28/22	3,424.50
LUTH AND TURLEY INC.	LIABILITY CLAIM COST	357724	4/28/22	1,471.63
LUTH AND TURLEY INC.	LIABILITY CLAIM COST	357725	4/28/22	1,117.17
MC GOUGH	TRAINING ADV SUB ICI CORE	357726	4/28/22	2,031.12
MC GOUGH	TRAINING REIM IDI BASIC INSTRUCTOR	357727	4/28/22	769.00
MC GOUGH	TRAINING REIM ICI FLIGHT CORE INV	357728	4/28/22	494.95
MCALISTER INSTITUTE	HOMELESS CASE MANAGEMENT SERVICES	357729	4/28/22	19,095.70
MTS	MTS GRAFFITI REMOVAL FLAGGERS FY	357731	4/28/22	317.52
NATIONAL CITY POLICE EXPLORER	DONATION EXPLORER PROGRAM	357732	4/28/22	2,000.00
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES/FINANCE	357733	4/28/22	10.16
OTIS L. STITT	TRAINING CERTIFCATION FOR FOOD SERVICE	357734	4/28/22	506.00
PACIFIC PRODUCTS & SERVICES	SUPPLIES FOR PUBLIC WORKS	357735	4/28/22	1,482.53
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	357736	4/28/22	147.74



**WARRANT REGISTER # 43
4/28/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES PW	357737	4/28/22	1,240.88
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES / SECTION 8	357738	4/28/22	5,700.00
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICE / NUTRITION	357739	4/28/22	752.89
RAMIREZ	TRAINING NATIONAL INTERNAL AFFAIRS	357740	4/28/22	1,287.31
SAKAMOTO	TRAINING REIM LESS LETHAL INST	357741	4/28/22	273.87
SAKAMOTO	TRAINING REIM BASIC SNIPER	357742	4/28/22	24.57
SAN DIEGO HYDRAULICS	TREE TRUCK	357743	4/28/22	4,398.32
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT SABALA TEC	357744	4/28/22	46.00
SBCS CORPORATION	HOME AGREEMENT: SOUTH BAY COMMUNITY	357745	4/28/22	40,506.15
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	357746	4/28/22	37,047.27
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	357747	4/28/22	480.35
SEELICKFIX INC	SEELICKFIX ANNUAL LICENSING	357748	4/28/22	18,391.95
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES PW	357749	4/28/22	345.43
SMART & FINAL	INGREDIENTS FOR 4/15/22 LUNCH MENU / NUTRITION	357750	4/28/22	67.15
SMART SOURCE OF CALIFORNIA LLC	MOP 63850 GENERAL SUPPLIES- PW	357751	4/28/22	5,000.35
SOUTH COAST EMERGENCY	WASHER, POLYSTER POLYURET REPLACES PART	357752	4/28/22	318.69
SOUTHWEST BOULDER & STONE INC	20024- SUPREME WALK ON BARK	357753	4/28/22	907.04
SPOK INC	SPOK METROCALL PAGING FY22	357754	4/28/22	663.68
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PW	357755	4/28/22	1,832.66
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES/ BUILDING	357756	4/28/22	177.41
STINNETT	TRAINING POST/LDG SUB ICI CORE	357757	4/28/22	2,029.95
STINNETT	TRAINING TRAVEL REIM ICI CORE	357758	4/28/22	494.95
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FOR FY 2022	357759	4/28/22	724.08
SWAGIT PRODUCTION LLC	SWAGIT WEBCAST FY22	357760	4/28/22	1,920.83
SWEETWATER AUTHORITY	WATER SERVICES / PW	357762	4/28/22	29.26
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	357763	4/28/22	3,371.72
TELLEZ	TRAINING REIM TRI COUNTY CHIEFS CONF	357764	4/28/22	519.67
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE PERIOD 10/1/2019 TO 12/31/19	357765	4/28/22	300.00
THE NYHART COMPANY	FYE 6/30/21 INTERIM GASB 75 COVERS JAN 1	357766	4/28/22	2,000.00
THE PUN GROUP LLP	PROGRESS BILLING#5 - AUDIT FOR THE YEAR	357767	4/28/22	8,490.00
T'S & SIGNS	ST650 POLOS WITH CITY LOGO, NAME	357768	4/28/22	315.38
U S BANK	MARCH US BANK STATMENT - LIBRARY	357769	4/28/22	891.69
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	357770	4/28/22	195.08
VIDEO TRACK LLC	TRANSCRIPTION AND EDITING FOR CASE #2101	357771	4/28/22	8,456.00
WILLY'S ELECTRONIC SUPPLY	WILLYS ELECTRONICS MOP FY22	357772	4/28/22	72.83
WORLD OIL ENVIRONMENTAL SVCS	NON- CONFORMING OIL FILTERS	357773	4/28/22	85.00

A/P Total 580,130.27

WIRED PAYMENTS

ADMINSURE INC	WORKERS' COMPENSATION ACCOUNT REPLENISHM	42722	4/27/22	94,731.20
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 04/5/2022 - 04/18/2022	42822	4/28/22	274,354.40
SAN DIEGO GAS & ELECTRIC	NUTRITION CENTER - 2.18.22 - 3.21.22	156123	4/27/22	1,524.21

GRAND TOTAL

\$ 950,740.08

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California adopting a budget for fiscal year 2023.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City adopting a budget for fiscal year 2023.

PREPARED BY: Paul Valadez, Budget Manager

PHONE: 619-336-4332

EXPLANATION:

See attached staff report.

DEPARTMENT: Finance

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adopt the City of National City Fiscal Year 2023 Proposed Budget, as presented.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. Resolution
3. FY2022/2023 Proposed budget is available for review at www.nationalcityca.gov



City Council Staff Report

June 7, 2022

ITEM

Staff Report: Resolution of the City Council of the City of National City adopting a budget for fiscal year 2022-2023.

BACKGROUND

After a series of internal staff meetings and two City Council workshops, staff presents for adoption the Fiscal Year 2022-2023 Proposed Budget for the City of National City.

Preparation of the City's budget is a multi-step process, occurring over several months. Development of the fiscal year 2022-2023 capital budget began in November 2021 with meetings of the City's CIP (Capital Improvements Program) Committee, to discuss prioritization of capital projects and vehicle fleet needs. Development of the City's operating budget began in December 2021 with direction to City departments to review their current fiscal year budgets and expenditures and to submit appropriation requests by February 2022. Finance staff met with representatives from each department along with the City Manager, Assistant City Manager, and Director of Administrative Services in March to finalize the preliminary budget.

FISCAL YEAR BUDGET

A workshop to present the preliminary budget was held on April 19, 2022 that focused on the City's fiscal and budgetary health, and the strategic plan. The City Manager discussed efforts to increase ongoing revenue, as well as maintain current expenditure levels. An overview of fiscal year 2023 Federal American Rescue Plan Act (ARPA) funding was also presented.

After a review of the City's historical revenue and expenditure trends, projected revenues and expenditures, and projected use of unassigned fund balance, a summary of the Preliminary Budget was presented. Council directed staff to return with more information .

On May 18, 2021, a revised preliminary budget was presented to Council incorporating the aforementioned changes, as well as adjustments, corrections, and other refinements deemed necessary (see table below for changes). Staff now presents the City of National City's Fiscal Year 2022-2023 Proposed Budget for adoption.

The proposed budget estimates General Fund revenues and transfers-in totaling \$66.6 million and recommends General Fund expenditures and transfers out totaling \$66.2 million. The proposed budget estimates overall revenues and transfers in totaling \$134.4 million and recommends overall expenditures and transfers out totaling \$132.7 million.

Budget Adjustments & Refinements since Preliminary Budget

General Fund	
--------------	--

June 1, 2021

Expenditures & Transfers Out – Increase/(Decrease)	
Personnel Services	\$ 495,669
Maintenance & Operations	291,972
Capital Outlay	(32,000)
Transfers Out	245,535
Total Changes: Expenditures & Transfers-Out – Increase/(Decrease)	\$1,064,892
Revenues & Transfers In – Increase/(Decrease)	
Other Revenues	\$ 60,000
Total Changes: Revenues & Transfers-In – Increase/(Decrease)	60,000
Net Increase/(Decrease) in Use of GF Fund Balance	\$1,004,892
Estimated FY23 (Use)/Gain Fund Balance	\$ 363,664

FINANCIAL STATEMENT

The estimated change in the fund balance of the General Fund expected as the result of the projected revenues, expenditures, and transfers reflected in the proposed budget for fiscal year 2022-2023 is an increase of \$363,664. This use of fund balance falls entirely within the unassigned category to support operational costs and maintenance of effort requirements for the receipt of gas tax and TransNet revenues. General Fund unassigned fund balance is projected to end the fiscal year 2021-2022 at approximately \$14.7 million. The gain in fund balance estimated for fiscal year 2022-2023 will increase unassigned fund balance to approximately \$15.1 million.

RECOMMENDATIONS

Adopt the City of National City Fiscal Year 2022-2023 Proposed Budget, as presented.

ATTACHMENTS

Resolution

**CITY OF NATIONAL CITY
BUDGET ANALYSIS BY FUND
FISCAL YEAR 2023**

Fund	Fund Name	Estimated Revenues	Transfers In	Transfers Out	Proposed Expenditures	Net Impact FY23 Proposed
001	General Fund	\$ 64,574,077	\$ 2,005,500	\$ (2,557,210)	\$ (63,658,703)	\$ 363,664
104	Library Fund	963,272	1,184,150	-	(2,147,422)	-
105	Parks Maintenance Fund	1,131,625	838,345	-	(1,969,970)	\$ -
108	Library Capital Outlay Fund	160,000	-	-	(51,900)	108,100
109	Gas Taxes Fund	3,269,653	-	-	(3,005,318)	264,335
117	American Rescue Plan Act - ARPA	9,005,454	-	(2,500,000)	(2,500,000)	4,005,454
125	Sewer Service Fund	9,931,785	-	-	(10,777,336)	(845,551)
130	EMT-D Revolving Fund	334,124	-	-	(325,380)	8,744
166	Nutrition Fund	413,600	703,035	(48,000)	(1,064,835)	3,800
172	Trash Rate Stabilization Fund	215,000	-	-	(196,431)	18,569
195	Mile of Cars Landscape Maint. Dist. Fund	156,912	16,753	(5,500)	(168,165)	-
211	Security & Alarm Regulation Fund	36,600	-	-	-	36,600
212	Post-Employment Benefits Fund	-	360,000	-	(360,000)	-
258	Pension Obligation Bonds Fund	-	5,729,428	-	(5,729,428)	-
259	Library Bonds Debt Service Fund	393,815	-	-	(392,650)	1,165
277	National City Public Library Donations Fund	1,500	-	-	(1,500)	-
282	Reimbursable Grants City-Wide Fund	609,685	-	-	(678,316)	(68,631)
290	Police Dept Grants	-	-	-	-	-
296	Engineering Department Grants Fund	-	-	-	-	-
301	Community Development Block Grant Fund	710,043	-	-	(902,646)	(192,603)
307	TransNet	1,784,000	-	-	(1,784,000)	-
320	Library Grants Fund	-	-	-	-	-
325	Development Impact Fees Fund	41,000	-	-	(200,000)	(159,000)
326	Transportation Impact Fee Fund	-	-	-	(1,000,000)	(1,000,000)
420	Parking Authority	265,500	-	-	(265,472)	28
501	Housing Authority Fund	856,073	-	(545,073)	(1,365,097)	(1,054,097)
502	Housing Choice Voucher Fund	15,051,642	-	-	(14,714,842)	336,800
505	HOME Fund	400,681	-	-	(259,274)	141,407
532	Low & Moderate Income Housing Asset Fund	125,000	-	-	(185,222)	(60,222)
626	Facilities Maintenance Fund	3,059,638	48,000	-	(3,107,638)	0
627	Liability Insurance Fund	3,879,083	-	-	(4,243,695)	(364,612)
629	Information Systems Maintenance Fund	2,712,516	-	-	(3,194,505)	(481,989)
630	Office Equipment Depreciation Fund	-	-	-	(32,000)	(32,000)
643	Motor Vehicle Service Fund	1,366,307	-	-	(1,366,307)	\$ 0
644	Vehicle Replacement Fund	1,518,079	500,000	-	(1,362,000)	\$ 656,079
Total, All Funds		\$ 122,966,664	\$ 11,385,211	\$ (5,655,783)	\$ (127,010,049)	\$ 1,686,042

RESOLUTION NO. 2022 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,
CALIFORNIA, ADOPTING A BUDGET FOR THE FISCAL YEAR 2023**

WHEREAS, on April 19, 2022, in accordance with National City Municipal Code §2.55.030, the City Manager submitted a preliminary budget for the 2023 Fiscal Year to the City Council and said budget was discussed and deliberated in public session; and

WHEREAS, on June 7, 2022, the City Council received the proposed budget for the 2023 Fiscal Year, the “Fiscal Year 2023 Proposed Budget,” that incorporated adjustments to said preliminary budget as directed by the City Council or advised by the City Manager.

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

Section 1: The all funds budget for the Fiscal Year beginning July 1, 2022, with City expenditures totaling \$132,566,422 is hereby approved, adopted, and appropriated.

Section 2: The amounts by fund outlined in the “Transfers Out” and “Proposed Expenditures” column of “Exhibit 1” attached hereto and incorporated herein by this reference shall be the maximum expenditures authorized for those funds for the Fiscal Year 2023.

Section 3: The City Manager is hereby authorized to make budgetary revisions between budget units within a fund after the adoption of this budget.

Section 4: The City Manager is hereby authorized to transfer monies between funds up to the maximum outlined in the “Transfers” column in “Exhibit 1” attached hereto and incorporated herein by this reference.

Section 5: The estimated financing sources by fund available to meet the authorized expenditures and transfers are approved and adopted as detailed in the Fiscal Year 2023 Proposed Budget and incorporated herein by this reference.

Section 6: The City Manager is authorized to adjust amounts of said financing sources subsequent to budget adoption if any appropriation balances carried forward from prior fiscal years had an associated revenue source at the time the appropriation was established.

Section 7: The City Council of the City of National City hereby authorizes and approves the number and classification of employees in the respective functions, departments, and activities outlined in the Fiscal Year 2023 Proposed Budget and incorporated herein by this reference.

Section 8: 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 June, 2022.

Alejandra Sotelo Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr, City Attorney

**CITY OF NATIONAL CITY
BUDGET ANALYSIS BY FUND
FISCAL YEAR 2023**

Fund	Fund Name	Estimated Revenues	Transfers In	Transfers Out	Proposed Expenditures	Net Impact FY23 Proposed
001	General Fund	\$ 64,574,077	\$ 2,005,500	\$ (2,557,210)	\$ (63,658,703)	\$ 363,664
104	Library Fund	963,272	1,184,150	-	(2,147,422)	-
105	Parks Maintenance Fund	1,131,625	838,345	-	(1,969,970)	\$ -
108	Library Capital Outlay Fund	160,000	-	-	(51,900)	108,100
109	Gas Taxes Fund	3,269,653	-	-	(3,005,318)	264,335
117	American Rescue Plan Act - ARPA	9,005,454	-	(2,500,000)	(2,500,000)	4,005,454
125	Sewer Service Fund	9,931,785	-	-	(10,777,336)	(845,551)
130	EMT-D Revolving Fund	334,124	-	-	(325,380)	8,744
166	Nutrition Fund	413,600	703,035	(48,000)	(1,064,835)	3,800
172	Trash Rate Stabilization Fund	215,000	-	-	(196,431)	18,569
195	Mile of Cars Landscape Maint. Dist. Fund	156,912	16,753	(5,500)	(168,165)	-
211	Security & Alarm Regulation Fund	36,600	-	-	-	36,600
212	Post-Employment Benefits Fund	-	360,000	-	(360,000)	-
258	Pension Obligation Bonds Fund	-	5,729,428	-	(5,729,428)	-
259	Library Bonds Debt Service Fund	393,815	-	-	(392,650)	1,165
277	National City Public Library Donations Fund	1,500	-	-	(1,500)	-
282	Reimbursable Grants City-Wide Fund	609,685	-	-	(678,316)	(68,631)
290	Police Dept Grants	-	-	-	-	-
296	Engineering Department Grants Fund	-	-	-	-	-
301	Community Development Block Grant Fund	710,043	-	-	(928,817)	(218,774)
307	TransNet	1,784,000	-	-	(1,784,000)	-
320	Library Grants Fund	-	-	-	-	-
325	Development Impact Fees Fund	41,000	-	-	(200,000)	(159,000)
326	Transportation Impact Fee Fund	-	-	-	(1,000,000)	(1,000,000)
420	Parking Authority	265,500	-	-	(265,472)	28
501	Housing Authority Fund	856,073	-	(545,073)	(1,234,515)	(923,515)
502	Housing Choice Voucher Fund	15,051,642	-	-	(14,714,842)	336,800
505	HOME Fund	400,681	-	-	(264,274)	136,407
532	Low & Moderate Income Housing Asset Fund	125,000	-	-	(185,222)	(60,222)
626	Facilities Maintenance Fund	3,059,638	48,000	-	(3,107,638)	0
627	Liability Insurance Fund	3,879,083	-	-	(4,243,695)	(364,612)
629	Information Systems Maintenance Fund	2,712,516	-	-	(3,194,505)	(481,989)
630	Office Equipment Depreciation Fund	-	-	-	(32,000)	(32,000)
643	Motor Vehicle Service Fund	1,366,307	-	-	(1,366,307)	\$ 0
644	Vehicle Replacement Fund	1,518,079	500,000	-	(1,362,000)	\$ 656,079
Total, All Funds		\$ 122,966,664	\$ 11,385,211	\$ (5,655,783)	\$ (126,910,639)	\$ 1,785,453

The following page(s) contain the backup material for Agenda Item: [Adoption of Resolutions Ordering the Submission of a Ballot Measure to the qualified voters of the City of National City at the Statewide Gubernatorial Municipal Election to be held on November 8, 2022, to make the Office of City Clerk Appointive. \(City Manager\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Adoption of Resolutions Ordering the Submission of a Ballot Measure to the qualified voters of the City of National City at the Statewide Gubernatorial Municipal Election to be held on November 8, 2022, to make the Office of City Clerk Appointive.

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

PHONE: (619) 336-4240

APPROVED BY: Tony Winney

EXPLANATION:

Per City Council direction at the May 17, 2022 City Council Meeting, the City Manager to draft a Resolution to place a measure on the November 8, 2022, ballot regarding the Office of the City Clerk as an appointed position. Therefore, placing the question on the Gubernatorial Municipal Election Ballot wherein the voters shall decide, "Shall the Office of the City Clerk be Appointive?" "Yes" or "No"?

See the report for additional information including additional staff recommendations.

FINANCIAL STATEMENT:

APPROVED: Molloy **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

One-time election costs of \$25,000, which have been included in the FY23 budget appropriations. If approved by voters, annual saving of approximately \$31,000 to the General Fund.

ENVIRONMENTAL REVIEW:

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 adopt resolutions providing the submission of a Ballot Measure to the Voters to make the Office of the City Clerk Appointive, Directing the Preparation of an Impartial Analysis and Establishing Procedures for Ballot Arguments. Introduce an Ordinance Amending National City Municipal Code to be adopted only following a successful Election.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

Attachment 1 - Resolution Calling for the Holding of a General Municipal Election
Attachment 2 - Proposed Ordinance: Amending Sections of National City Municipal Code relating to the City Clerk's position, if successful Election
Attachment 3 - Proposed Ordinance Amending National City Municipal Code Section 2.73 relating to the City Clerk's and City Treasurer's position if both become Appointive following the Certification of Election Results.



AGENDA REPORT

Department: City Manager's Office
Prepared by: Tony Winney, Assistant City Manager
Meeting Date: June 7, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Adoption of Resolutions Ordering the Submission of a Ballot Measure to the qualified voters of the City of National City at the Statewide Gubernatorial Municipal Election to be held on November 8, 2022, to make the Office of City Clerk Appointive.

RECOMMENDATION:

On May 17, 2022 per City Council provided direction to staff was for the City Manager to draft a Resolution to place a measure on the November 8, 2022, ballot regarding the Office of the City Clerk as an appointed position. The measure would place the question on the Statewide Gubernatorial Municipal Election Ballot wherein voters would be asked to decide, "Shall the Office of City Clerk be Appointive?" "Yes" or "No".

If the City Council chooses to direct staff to pursue a ballot measure to make the City Clerk an appointed position, the ballot question and the full text of the proposed ballot measure are included in Exhibit A to Attachment 1.

Staff seeks City Council direction on the adoption of resolutions providing the submission of a Ballot Measure to the Voters to make the Office of the City Clerk Appointive, Directing the Preparation of an Impartial Analysis and Establishing Procedures for Ballot Arguments, and Introduce an Ordinance Amending NCMC to be adopted only following a successful Election.

- Attachment 1 - Resolution Calling for the Holding of a General Municipal Election for the purpose of submission of a ballot measure to the voters to make the Office of the City Clerk Appointive including Exhibit A: Proposed Ballot Measure
- Attachment 2 - Proposed Ordinance: Amending Sections of National City Municipal Code relating to the City Clerk's position, if it becomes Appointive following the Certification of Election Results
- Attachment 3 - Proposed Ordinance: Amending National City Municipal Code Section 2.73 relating to the City Clerk's and City Treasurer's position, if both become Appointive following the Certification of Election Results.

BOARD/COMMISSION PRIOR ACTION: None.

STATEMENT ON SUBJECT:

History of the Elected City Clerk Position and Supporting Staff

Since incorporation in September 17, 1887, the City Clerk position has been an elected position, although not always a ceremonial only. Beginning in 1997, the City Council took action considering and defining the position of the elected City Clerk, taking into consideration certain changes and compensation levels to establish duties of those in the elected position versus staff positions in the Office of the City Clerk. At that time the City Clerk position became a part-time

ceremonial position similar to that of the City Treasurer with non-mandated duties and responsibilities. A new position of Records Manager/Deputy City Clerk was created to manage the day-to-day responsibilities of the Office of the City Clerk. Creating a salaried position which would be filled by the Elected City Clerk making that person an elected official and member of staff.

On March 13, 2001, the positions returned to City Council bifurcating the statutory duties of the full-time Elected City Clerk with those of the to-be created position of Records Management Officer. To hold both positions, the elected incumbent would be required to meet both sets of qualifications and be appointed to the Records Management Officer position. Otherwise, another individual meeting the necessary qualifications would be appointed. Since the time of bifurcation, the position was held simultaneously by the same incumbent until the retirement of the Elected City Clerk/Records Management Officer in 2020.

On June 16, 2020, Resolution No. 2020-125, was adopted once again separating the City Clerk and Records Manager positions, with the City Clerk position reverting to a part-time ceremonial position. The Records Manager position to be delegated to a new Deputy City Clerk position. The full-time Deputy City Clerk position is responsible for the day-to-day operations of the Office of the City Clerk including acting as City Clerk in the absence of the Elected City Clerk. This position is a member of the Management Employee Group and requires knowledge and experience in the field as well as licensed as a Notary Public and earning Credentials as a Certified Municipal Clerk by the International Institute of Municipal Clerks within one year of employment. The current Deputy City Clerk qualifies with over 22 years City Clerk's Office experience, possesses a Bachelor's Degree, and in addition has received the Master Municipal Clerk credentials including over 800 hours of training.

Under State Law, there are three qualifications for the position of an elected City Clerk:

- A resident of the City
- Registered to Vote in the City
- At least 18 years old

With the duties, responsibilities, and requirements of a City Clerk changing significantly over the past 4 decades including the Ralph M. Brown Act (1953), The Public Records Act (1968), The Political Reform Act (1974), and The Maddy Act (1991), have required the position of City Clerk to be more responsible and therefore, more liable to the City for duties conducted during the regular course of business.

City Clerk Duties and Responsibilities

The basic, historic duties of the City Clerk are set forth in California Government Code 40801 through 40814.

These duties include:

- Keeping an accurate record of the proceeding of the Legislative Body
- Recording, publishing and certifying City Ordinances
- Keeping custody of the City Seal
- Administering Oaths or Affirmations and taking and certifying affidavits and depositions relating to City affairs and business for use in court or administrative proceedings.

In addition to these basic historic duties, the Legislature has assigned even greater and more complex responsibilities to the City Clerk over the years:

- The City Clerk is the Elections Official for the City and interacts with the Registrar of Voters Office during all local elections to assure compliance with all Election Laws and Regulations.
- The City Clerk is responsible for ensuring compliance with the Ralph M. Brown Act, the State's Open Meeting Law, regarding the conduct of City business and responses to public inquiries.
- The City Clerk is the official responsible under the Political Reform Act for coordinating, recording and retaining the statements of economic interests of all elected and appointed officials and staff, and for collecting and maintaining all candidate campaign finance forms.

As the legal responsibilities and professional expertise required to fulfill the duties of the position have continued to increase, most elected City Clerks in California have been replaced by appointed professional staff with appropriate training and experience who typically perform both City Clerk and other City staff duties.

Area Cities Comparison

Out of the eighteen (18) San Diego County Cities, fifteen (15) have an appointed City Clerk. The three (3) Cities currently retaining elected City Clerk positions are Oceanside, National City (Measure currently on the June ballot) and National City.

Of the 482 cities in California, 383 now have appointed City Clerks. The percentage of Elected City Clerks has continued to decline as the trend has been to move to an appointed position. Additionally, the San Diego County Clerk of the Board of Supervisors, and the San Diego County Registrar of Voters are also appointed officials that serve in the same capacity as that of a City Clerk.

Converting the Role to an Appointed Position

Government Code Section 36509 provides authority to the City Council to place the question of whether the City Clerk should be an appointed position on the ballot. As a General Law City under the Council-Manager form of government, the City Council would confer the City Manager with authority to appoint the City Clerk position similar to other employees. If the measure is successful, an Ordinance would provide the City Manager with the appointing authority and making related amendments to the City of National City Municipal Code would take effect upon a successful election certification.

The current term of the City Clerk position ends in November 2024. City Clerk Molina would remain in that position until the end of term, unless she chose to resign the seat prior to the end of the term.

Considerations of an Appointive Position

The City Clerk's role has become increasingly more technical, demanding certain skills, training and experience. Converting the elected role to an appointed position allows cities to set qualification criteria for the appointed position, requiring applicants to demonstrate the requisite skills, such as Certified Municipal Clerk certification by the International Institute of Municipal Clerks (IIMC). This helps ensure that the decision-making process is transparent to the public and complies with federal, state, and local regulations and ensures records and actions are properly recorded in an impartial manner.

Ballot Measure Process

If the City Council chooses to direct staff to pursue a ballot measure to make the City Clerk an appointed position, the ballot question and the full text of the proposed ballot measure are included in Exhibit A to Attachment 1.

The State Elections Code states the City Council can designate members of City Council to write the ballot argument in favor and another member write against the measure, if they choose. Since up to five (5) people may be signatories to the argument, the City Council may also designate that the argument against can include other signatories.

If City Council designates themselves to write the in favor and against arguments, and multiple people submit arguments, the only ones to be published are the City Councils’ For and/or Against Arguments. If Councilmembers on either side fail to submit arguments on time, then other submittals would be published based on the statutory priority list. Arguments in Favor and/or Against a Measure may be no more than 300 words.

Through the Ordinance Calling the Election, the City Council is allowing for Rebuttal Arguments, which would be prepared by the original authors unless they authorize in writing another person or persons to prepare, submit, or sign the rebuttal arguments (Elections Code Section 9285). Rebuttal Arguments are limited to a maximum of 250 words.

The Office of the City Clerk is authorized to set the time for submittals of Arguments in Favor and/or Against the Measure and Rebuttals. The Office of the City Clerk has declared Friday, July 1, 2022 by noon as the deadline to submit Arguments in Favor of and/or Against the Measure to the City Clerk’s Office. Additionally, all Rebuttal Arguments must be submitted by Monday, July 11, 2022 by noon to the City Clerk’s Office.

Ballot Measure Timeline

<i>DUE DATE</i>	<i>REQUIREMENT</i>
Wednesday, June 22 (noon)	City Attorney’s Impartial Analysis is due to the City Clerk’s Office not to exceed 500 words in length.
Friday, July 1 (noon)	Public Examination Period for Impartial Analysis
Wednesday, June 22 – Friday, July 1 (noon)	Arguments in Favor of/or Against the Ballot Measure are due to the City Clerk’s Office not to exceed 300 words in length.
Wednesday, July 6	Ballot text due to the Registrar of Voters
Monday, July 11 (noon)	Public Examination Period for Arguments
Monday, July 11 (noon)	Rebuttal Arguments are Due to the City Clerk’s Office not to exceed 250 words in length
Thursday, July 21 (noon)	Public Examination Period for Rebuttal Arguments

Staff recommends that, if the City Council directs staff to pursue a Ballot Measure and the voters approve it, the City Council vest the City Manager with the appointment authority for the position. To accomplish this, the City Council would need to introduce and subsequently adopt the Ordinance proposed in Attachment 2. Although the Ordinance would not go into effect unless the voters approved the Ballot Measure, having the Ordinance in place beforehand will streamline the appointment process if the Ballot Measure is approved.

If the City Council directs staff to pursue a Ballot Measure, staff will file the Resolution with the San Diego County Board of Supervisors and Registrar of Voters and request that the measure be added to the Tuesday, November 8, 2022, Statewide Gubernatorial Municipal Election ballot.

In addition, staff will publish notice of the measure on the City’s website and in the following newspapers of general circulation authorized to publish legal notices:

- The Star News
- El Latino
- The Filipino Press
- The Epoch Times
- Nguoi Viet Today

FINANCIAL STATEMENT:

Fiscal Impact, the elimination of the position would save the City \$30,836 a year. The base salary is \$11,028 annually, along with benefits, training, memberships and supplies. No additional employee would be hired if the ballot measure is passed, the work would continue to be completed by the current staff.

The Registrar of Voters has estimated the cost to include the Ballot Measure in the November 2022 Election to be \$25,000 - \$45,000. This ballot measure was not a planned expenditure in the fiscal year 2022-2023 budget. If a ballot measure is pursued, staff recommends that the City Council approve an appropriation of up to \$55,000 from the General Fund to cover the Registrar of Voters cost and required legal publications and translations.

If the Ballot Measure is successful, the cost savings of the City Clerk position, including salary and benefits is approximately \$31,000 per year.

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE: Amending Sections of National City Municipal Code relating to the City Clerk's position, if it becomes Appointive following the Certification of Election Results.

EXHIBITS:

- Attachment 1 - Resolution Calling for the Holding of a General Municipal Election for the purpose of submission of a ballot measure to the voters to make the Office of the City Clerk Appointive including Exhibit A: Proposed Ballot Measure
- Attachment 2 - Proposed Ordinance: Amending Sections of National City Municipal Code relating to the City Clerk's position, if it becomes Appointive following the Certification of Election Results
- Attachment 3 - Proposed Ordinance Amending National City Municipal Code Section 2.73 relating to the City Clerk's and City Treasurer's position, if both become Appointive following the Certification of Election Results.

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, PROVIDING NOTICE OF AND CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION, FOR THE PURPOSE OF SUBMISSION OF A BALLOT MEASURE TO THE VOTERS TO MAKE THE OFFICE OF THE CITY CLERK APPOINTIVE, REQUESTING THE SAN DIEGO COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THE MUNICIPAL ELECTION WITH THE STATEWIDE GUBERNATORIAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2022, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on Tuesday, November 8, 2022, for the purpose of submission of a ballot measure to the voters to make the Office of the City Clerk Appointive.

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

Section 1. That pursuant to the requirements of the Laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of National City, California, on Tuesday, November 8, 2022, a General Municipal Election for the Election of Municipal Officers for the full term of four years; and

Section 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

Shall the Office of City Clerk be Appointive?	Yes
	No

Section 3. The City Council hereby proposes the ordinance attached as Exhibit A to make the Office of City Clerk appointive.

Section 4. That the vote requirement for the measure to pass is a majority (50% +1) of the votes cast.

Section 5. That the ballots to be used at the election shall be in form and content as required by law.

Section 6. That the City Clerk is authorized, instructed and directed to coordinate with the County of San Diego Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 7. Pursuant to Elections Code § 9280, the City Council hereby directs the City Clerk to transmit a copy of the ordinance as set forth herein to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure, and transmit such impartial analysis to the City Clerk within ten days (10) following the adoption of this Resolution.

Section 8. Pursuant to Elections Code §§ 9282(b) and 9285(b), the City Council authorizes the Mayor or the Mayor's designee to draft the arguments in favor of the measure and any related rebuttals.

Section 9. The City of National City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 10. That the polls for the election shall be open at seven o'clock (7:00) a.m. of the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, pursuant to Elections Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

Section 11. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 12. That notice of the time and place of holding the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 13. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 14. That the Deputy City Clerk is directed to file a certified copy of this resolution and its attachments with the Board of Supervisors and the Registrar of Voters in the time and manner required by law.

Section 15. Pursuant to Elections Code § 9295, this measure will be available for public examination for no fewer than ten (10) days prior to being submitted for printing in the voter information guide. The City Clerk shall post a notice in the City Clerk's office of the specific dates that the examination period will run.

PASSED, and ADOPTED this 7th day of June, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

Exhibit A

Shall the Office of City Clerk be Appointive?	Yes
	No

Full Text of Ballot Measure

**AN ORDINANCE OF THE QUALIFIED ELECTORS OF THE CITY OF NATIONAL CITY,
CALIFORNIA,
MAKING THE OFFICE OF CITY CLERK APPOINTIVE**

The people of the City of National City, California, do ordain as follows:

- SECTION 1.** The Office of the City Clerk shall be appointive as authorized by California Government Code Section 36508.
- SECTION 2.** This Ordinance shall take effect as provided in California Elections Code Section 9217.
- SECTION 3.** The City Clerk's Office shall publish this ordinance according to law.

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING VARIOUS SECTIONS OF AND ADDING A SECTION TO THE NATIONAL CITY MUNICIPAL CODE REGARDING THE POSITION OF CITY CLERK TO TAKE EFFECT ONLY IF THE VOTERS AT THE MUNICIPAL ELECTION ON NOVEMBER 8, 2022 APPROVE MAKING THE OFFICE OF CITY CLERK APPOINTIVE

WHEREAS, the City Council has placed a measure on the November 8, 2022, Statewide Gubernatorial Municipal Election ballot asking the voters to make the Office of City Clerk Appointive; and

WHEREAS, if a majority of the voters approve making the Office of City Clerk Appointive, certain sections of the National City Municipal Code will no longer apply or will require amendment; and

WHEREAS, as permitted by California Government Code Sections 34856 and 36510, the City Council wishes to vest the City Manager with the authority to appoint the City Clerk if the voters approve making the Office of City Clerk Appointive; and

WHEREAS, the City Council wishes to have the necessary amendments to the Municipal Code adopted and ready to become immediately effective should the voters approve making the Office of City Clerk Appointive so there is no delay in implementing the will of the voters.

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

Section 1: The above recitations are true and correct.

Section 2: National City Municipal Code Section 2.73 Term Limits for Elected City Offices. Delete references to elected official City Clerk.

Section 3: Add Section 2.03 City Clerk

2.03 – CITY CLERK

2.03.010 Purpose and Authority

The City Clerk is established as one of the statutory officers specified by State Law for General Law Cities. The City Clerk shall be appointed by the City Manager solely on the basis of executive and administrative qualifications, and shall hold office during the pleasure of the City Manager.

- A. In accordance with California Government Code Sections 34856 and 36510, authority is given to the City Manager to appoint and supervise the City Clerk.
- B. The City Clerk shall have all of the responsibilities, duties and functions as specified by State Law and this Code, in addition to any other duties or functions as the City Manager may, from time to time, prescribe.

Section 4. **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, subdivision, paragraph, sentences, clauses, or phrases be declared unconstitutional or invalid or ineffective.

Section 5. Conflict. All Ordinances and parts of Ordinance in conflict herewith are repealed insofar as such conflict may exist.

Section 6. Effective Date. If the ballot measure to make the Office of City Clerk Appointive is approved by the voters in the Municipal Election on November 8, 2022, this Ordinance shall become effective immediately upon the effective date of the ballot measure, as provided in California Elections Code Section 9217. If the ballot measure is not approved by the voters, this Ordinance shall be automatically repealed and of no further force and effect. The City Clerk’s Office shall certify the adoption of this Ordinance and cause the full text of the Ordinance or a summary of the Ordinance prepared by the City Attorney to be published at least once in a newspaper of general circulation in the City of National City within fifteen days after its adoption.

INTRODUCED by the City Council on June 7, 2022.

PASSED and ADOPTED this ____ day of December, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr.
City Attorney

REDLINE VERSION

Chapter 2.73 - TERM LIMITS FOR ELECTED CITY OFFICES

2.73.010 - Limits on consecutive terms of office for other elected officials in the city.

No person shall be eligible for nomination and election to serve in the offices of members of the city council, ~~city clerk~~ and city treasurer for more than three consecutive terms in the same elected office, and no person who has held the office of member of the city council, ~~city clerk~~ or city treasurer for three consecutive terms may again seek nomination and election to that same elected office until one election cycle following the termination of the third term in that same elected office has elapsed. This limitation on terms shall not apply to any unexpired term to which a person is elected or appointed to fill a vacancy in the offices of members of the city council, ~~city clerk~~ or city treasurer, if the remainder of the term is less than one-half of the full term of office.

This section shall apply prospectively to full terms of office commencing after the June 5, 2018 statewide primary election.

(Ord. No. 2018-2450A, § 3, 7-17-2018)

2.73.020 - Lifetime limits terms of office for all elected officials in the city.

A. No person shall be eligible for nomination and election to serve in any elective city office, which shall include the offices of mayor, members of the city council, ~~city clerk~~ and city treasurer, for more than six terms in all elected offices combined. This limitation on terms shall not apply to any unexpired term to which a person is elected or appointed to fill a vacancy in any elective city office, if the remainder of the term is less than one-half of the full term of office.

B. This section shall apply prospectively to full terms of office commencing after the June 5, 2018 statewide primary election.

(Ord. No. 2018-2450A, § 3, 7-17-2018)

Chapter 2.03 – CITY CLERK

2.03.010 Purpose and Authority

The City Clerk is established as one of the statutory officers specified by State Law for General Law Cities. The City Clerk shall be appointed by the City Manager solely on the basis of executive and administrative qualifications, and shall hold office during the pleasure of the City Manager.

- A. In accordance with California Government Code Sections 34856 and 36510, authority is given to the City Manager to appoint and supervise the City Clerk.
- B. The City Clerk shall have all of the responsibilities, duties and functions as specified by State Law and this Code, in addition to any other duties or functions as the City Manager may, from time to time, prescribe.

Chapter 2.73 - TERM LIMITS FOR ELECTED CITY OFFICES

2.73.010 - Limits on consecutive terms of office for other elected officials in the city.

No person shall be eligible for nomination and election to serve in the offices of members of the city council and city treasurer for more than three consecutive terms in the same elected office, and no person who has held the office of member of the city council, or city treasurer for three consecutive terms may again seek nomination and election to that same elected office until one election cycle following the termination of the third term in that same elected office has elapsed. This limitation on terms shall not apply to any unexpired term to which a person is elected or appointed to fill a vacancy in the offices of members of the city council or city treasurer, if the remainder of the term is less than one-half of the full term of office.

This section shall apply prospectively to full terms of office commencing after the June 5, 2018 statewide primary election.

(Ord. No. 2018-2450A, § 3, 7-17-2018)

2.73.020 - Lifetime limits terms of office for all elected officials in the city.

A. No person shall be eligible for nomination and election to serve in any elective city office, which shall include the offices of mayor, members of the city council and city treasurer, for more than six terms in all elected offices combined. This limitation on terms shall not apply to any unexpired term to which a person is elected or appointed to fill a vacancy in any elective city office, if the remainder of the term is less than one-half of the full term of office.

B. This section shall apply prospectively to full terms of office commencing after the June 5, 2018 statewide primary election.

(Ord. No. 2018-2450A, § 3, 7-17-2018)

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING SECTION 2.73 OF THE NATIONAL CITY MUNICIPAL CODE REGARDING THE POSITIONS OF CITY CLERK AND CITY TREASURER TO TAKE EFFECT ONLY IF THE VOTERS AT THE MUNICIPAL ELECTION ON NOVEMBER 8, 2022 APPROVE BOTH MEASURES

WHEREAS, the City Council has placed measures on the November 8, 2022, Statewide Gubernatorial Municipal Election ballot asking the voters to make the Offices of City Clerk and City Treasurer appointive; and

WHEREAS, if a majority of the voters approve making the Offices of City Clerk and City Treasurer appointive, certain sections of the National City Municipal Code will no longer apply or will require amendment; and

WHEREAS, if both City Measures placed on the ballot making the City Clerk and City Treasurer positions appointive are passed by a majority of the voters the National City Municipal Code Section 2.73 will delete references to both City Clerk and City Treasurer.

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

- Section 1:** The above recitations are true and correct.
- Section 2:** Section 2 of Ordinance No. 2022-___ shall no longer take effect.
- Section 3:** Section 2 of Ordinance No. 2022- ___ shall no longer take effect.
- Section 4:** National City Municipal Code Section 2.73 Term Limits for Elected City Offices is amended to delete references to elected official City Clerk and City Treasurer, as reflected in Exhibit ____.
- Section 5.** 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, subdivision, paragraph, sentences, clauses, or phrases be declared unconstitutional or invalid or ineffective.
- Section 6.** Conflict. All Ordinances and parts of Ordinance in conflict herewith are repealed insofar as such conflict may exist.
- Section 7.** Effective Date. This ordinance shall only take effect if the ballot measures to make the Office of City Clerk and the Office of City Treasurer appointive are approved by the voters in the Municipal Election on November 8, 2022. If either ballot measure is not approved by the

voters, this Ordinance shall be automatically repealed and of no further force and effect. The City Clerk’s Office shall certify the adoption of this Ordinance and cause the full text of the Ordinance or a summary of the Ordinance prepared by the City Attorney to be published at least once in a newspaper of general circulation in the City of National City within fifteen days after its adoption.

INTRODUCED by the City Council on June 7, 2022.

PASSED and ADOPTED this ____ day of December, 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: [Adoption of Resolutions Ordering the Submission of a Ballot Measure to the qualified voters of the City of National City at the Statewide Gubernatorial Municipal Election to be held on November 8, 2022, to make the Office of City Treasurer Appointive. \(City Clerk\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Adoption of Resolutions Ordering the Submission of a Ballot Measure to the qualified voters of the City of National City at the Statewide Governorial Municipal Election to be held on November 8, 2022, to make the Office of City Treasurer Appointive.

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk **DEPARTMENT:** City Clerk's Office

PHONE: (619) 336-4240

APPROVED BY: *Shelley Chapel*

EXPLANATION:

Per City Council direction at the May 17, 2022 City Council Meeting, the City Manager was to draft a Resolution to place a measure on the November 8, 2022, ballot regarding the Office of the City Treasurer as an appointed position. Therefore, placing the question on the Governorial Municipal Election Ballot wherein the voters shall decide, "Shall the Office of the City Treasurer be Appointive?" "Yes" or "No"?

See the report for additional information including additional staff recommendations.

FINANCIAL STATEMENT:

APPROVED: *Mollyson* **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

One-time election costs of \$25,000, which have been included in the FY23 budget appropriations. If approved by voters, annual saving of approximately \$31,000 to the General Fund.

ENVIRONMENTAL REVIEW:

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 adopt resolutions providing the submission of a Ballot Measure to the Voters to make the Office of the City Treasurer Appointive, Directing the Preparation of an Impartial Analysis and Establishing Procedures for Ballot Arguments. Introduce an Ordinance Amending National City Municipal Code to be adopted only following a successful Election.

ATTACHMENTS:

Attachment 1 - Resolution Calling for the Holding of a General Municipal Election
Attachment 2 - Proposed Ordinance: Amending Sections of National City Municipal Code (NCMC) relating City Treasurer's position, if successful Election
Attachment 3 - Proposed Ordinance Amending National City Municipal Code Section 2.73 relating to the City Clerk's and City Treasurer's position if both become Appointive following the Certification of Election Results.



AGENDA REPORT

Department: City Manager's Office
Prepared by: Shelley Chapel, MMC, Deputy City Clerk
Meeting Date: June 7, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Adoption of Resolutions Ordering the Submission of a Ballot Measure to the qualified voters of the City of National City at the Statewide Gubernatorial Municipal Election to be held on November 8, 2022, to make the Office of City Treasurer Appointive.

RECOMMENDATION:

On May 17, 2022 per City Council direction to staff was for the City Manager to draft a Resolution to place a measure on the November 8, 2022, ballot regarding the Office of the City Treasurer as an appointed position. Therefore, placing the question on the Statewide Gubernatorial Municipal Election Ballot wherein the voters decide, "Shall the Office of City Treasurer be Appointive?" "Yes" or "No".

If the City Council chooses to direct staff to pursue a ballot measure to make the City Treasurer an appointed position, the ballot question and the full text of the proposed ballot measure are included in Exhibit A to Attachment 1.

Staff seeks City Council direction on the adoption of resolutions providing the submission of a Ballot Measure to the Voters to make the Office of the City Treasurer Appointive, Directing the Preparation of an Impartial Analysis and Establishing Procedures for Ballot Arguments, and Introduce an Ordinance Amending NCMC to be adopted only following a successful Election.

- Attachment 1 - Resolution Calling for the Holding of a General Municipal Election for the purpose of submission of a ballot measure to the voters to make the Office of the City Treasurer Appointive including Exhibit A: Proposed Ballot Measure
- Attachment 2 Proposed Ordinance: Amending Sections of National City Municipal Code relating to the City Treasures position, if it becomes Appointive following the Certification of Election Results
- Attachment 3 - Proposed Ordinance: Amending National City Municipal Code Section 2.73 relating to the City Clerk's and City Treasurer's position, if both become Appointive following the Certification of Election Results.

BOARD/COMMISSION PRIOR ACTION: None.

STATEMENT ON SUBJECT:

History of the Elected City Treasurer Position and Supporting Staff

Since incorporation in September 17, 1887, the City Treasurer position has been an elected position.

In General Law Cities, the City Treasurer is one of five positions listed that are required in a City by Government Code Section 36501:

1. City Council of at least five members
2. City Clerk
3. City Treasurer
4. Chief of Police
5. Fire Chief

Under State Law, there are three qualifications for the position of an elected City Treasurer:

- A resident of the City
- Registered to Vote in the City at the time nomination papers are issued
- At least 18 years old

The duties, responsibilities, and requirements of a City Treasurer have changed significantly over the past four (4) decades including Proposition 13 (1978), The Public Records Act (1968), Proposition 218 (1996), new Governmental Accounting Standards Board (GASB) statements, and expanded state and federal investment and reporting regulations. The added complexity has required the position of City Treasurer to be more responsible and therefore, more liable to the City for duties conducted during the regular course of business.

City Treasurer Duties and Responsibilities

The basic, historic duties of the City Treasurer are set forth in California Government Code 41001-41007.

These duties include:

- Governing Deposit and Securing of Public Funds and the Handling of Trust Funds
- Use a System of Accounting and Auditing that adheres to generally accepted accounting policies.
- Report to the City Clerk a written report and accounting of all receipts, disbursements, and fund balances, at least once per month, and file a copy with the Legislative body.
- The City Treasurer performs the collection of City taxes and license fees.

Due to the technical and time consuming nature of the City Treasurer duties listed in California Government Code 41001-41007, National City staff has been completing these responsibilities. In National City, the Elected City Treasurer serves an oversight role for the City's financial activity.

As the legal responsibilities and professional expertise required to fulfill the duties of the position have continued to increase, elected City Treasurers are being replaced by appointed professional staff with appropriate training and experience who typically perform both City Treasurer and other City staff finance duties.

Area Cities Comparison

Out of the eighteen (18) San Diego County Cities, thirteen (13) have an appointed City Treasurer, with the majority appointed by the City Manager and fulfilling the joint role of Finance Director and City Treasurer. The five (5) Cities currently retaining elected City Treasurer positions are Oceanside, Escondido, La Mesa, Carlsbad and National City. The percentage of Elected City Treasurer has continued to decline as the trend has been to move to an appointed position.

Converting the Role to an Appointed Position

Government Code Section 36509 provides that the City Council may place the question of whether the City Treasurer should be an appointed position on the ballot. As a General Law City under the Council-Manager form of government, the City Council would confer the City

Manager with authority to appoint the City Treasurer position similar to other employees. If the measure is successful, an Ordinance would provide the City Manager with the appointing authority and making related amendments to the City of National City Municipal Code would take effect upon a successful election certification.

The current term of the City Treasurer position ends in November 2024. City Treasurer Beauchamp would remain in that position until the end of term, unless he chose to resign the seat prior to the end of the term.

Considerations of an Appointive Position

The City Treasurer's role has become increasingly technical, demanding certain skills, experience and reliability. These responsibilities are unlike those of other elected positions, whose primary responsibility is policy making. Converting the elected role to an appointed position allows cities to set qualification criteria for the appointed position, requiring applicants to demonstrate the requisite skills.

City staff is responsible for carrying out the details of the City Treasurer's duties, while reporting to the City Manager. The current structure leaves an elected City Treasurer with little authority over the completion of the tasks of their office, while opening up the potential to place staff in a thorny position if the City Manager and elected City Treasurer are providing conflicting direction.

Ballot Measure Process

If the City Council chooses to direct staff to pursue a ballot measure to make the City Treasurer an appointed position, the ballot question and the full text of the proposed ballot measure are included in Exhibit A to Attachment 1.

The State Elections states the City Council can designate members of the City Council to write the ballot argument in favor and another member write against the measure if they choose. Since up to five (5) people may be signatories to the argument, the City Council may also designate that the argument against can include other signatories.

If City Council designates themselves to write the in favor and against arguments, and multiple people submit arguments, the only ones to be published are the City Councils' For and/or Against Arguments. If Councilmembers on either side fail to submit arguments on time, then other submittals would be published based on the statutory priority list. Arguments in Favor and/or Against a Measure may be no more than 300 words.

Through the Ordinance Calling the Election, the City Council is allowing for Rebuttal Arguments, which would be prepared by the original authors unless they authorize in writing another person or persons to prepare, submit, or sign the rebuttal arguments (Elections Code Section 9285). Rebuttal Arguments are limited to a maximum of 250 words.

The Office of the City Clerk is authorized to set the time for submittals of Arguments in Favor and/or Against the Measure and Rebuttals. The Office of the City Clerk has declared Friday, July 1, 2022 by noon as the deadline to submit Arguments in Favor of and/or Against the Measure to the City Clerk's Office. Additionally, all Rebuttal Arguments must be submitted by Monday, July 11, 2022 by noon to the City Clerk's Office.

Ballot Measure Timeline

DUE DATE	REQUIREMENT
Wednesday, June 22 (noon)	City Attorney’s Impartial Analysis is due to the City Clerk’s Office not to exceed 500 words in length.
Friday, July 1 (noon)	Public Examination Period for Impartial Analysis
Wednesday, June 22 – Friday, July 1 (noon)	Arguments in Favor of/or Against the Ballot Measure are due to the City Clerk’s Office not to exceed 300 words in length.
Wednesday, July 6	Ballot text due to the Registrar of Voters
Monday, July 11 (noon)	Public Examination Period for Arguments
Monday, July 11 (noon)	Rebuttal Arguments are Due to the City Clerk’s Office not to exceed 250 words in length
Friday, July 21 (noon)	Public Examination Period for Rebuttal Arguments

Staff recommends that, if the City Council directs staff to pursue a Ballot Measure and the voters approve it, the City Council vest the City Manager with the appointment authority for the position. To accomplish this, the City Council would need to introduce and subsequently adopt the Ordinance proposed in Attachment 2. Although the Ordinance would not go into effect unless the voters approved the Ballot Measure, having the Ordinance in place beforehand will streamline the appointment process if the Ballot Measure is approved.

If the City Council directs staff to pursue a Ballot Measure, staff will file the Resolution with the San Diego County Board of Supervisors and Registrar of Voters and request that the measure be added to the Tuesday, November 8, 2022, Statewide Gubernatorial Municipal Election ballot.

In addition, staff will publish notice of the measure on the City’s website and in the following newspapers of general circulation authorized to publish legal notices:

- The Star News
- El Latino
- The Filipino Press
- The Epoch Times
- Nguoi Viet Today

FINANCIAL STATEMENT:

Fiscal Impact, the elimination of the position would save the City \$23,620 a year. The position costs include base salary, along with benefits, training, memberships and supplies. No additional employee would be hired if the ballot measure is passed, the work would continue to be completed by the current staff.

The Registrar of Voters has estimated the cost to include the Ballot Measure in the November 2022 Election to be \$25,000 - \$45,000. This ballot measure was not a planned expenditure in the fiscal year 2022-2023 budget. If a ballot measure is pursued, staff recommends that the City Council approve an appropriation of up to \$55,000 from the General Fund to cover the Registrar of Voters cost and required legal publications and translations.

If the Ballot Measure is successful, the cost savings of the City Treasurer position, including salary and benefits is approximately \$24,000 per year.

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Amending Sections of National City Municipal Code relating to the City Treasurer's position, if it becomes Appointive following the Certification of Election Results.

EXHIBITS:

- Attachment 1 - Resolution Calling for the Holding of a General Municipal Election for the purpose of submission of a ballot measure to the voters to make the Office of the City Treasurer Appointive including Exhibit A: Proposed Ballot Measure
- Attachment 2 - Proposed Ordinance: Amending Sections of National City Municipal Code relating to the City Treasurer's position, if it becomes Appointive following the Certification of Election Results
- Attachment 3 - Proposed Ordinance Amending National City Municipal Code Section 2.73 relating to the City Clerk's and City Treasurer's position, if both become Appointive following the Certification of Election Results.

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, PROVIDING NOTICE OF AND CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION, FOR THE PURPOSE OF SUBMISSION OF A BALLOT MEASURE TO THE VOTERS TO MAKE THE OFFICE OF THE CITY TREASURER APPOINTIVE, REQUESTING THE SAN DIEGO COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THE MUNICIPAL ELECTION WITH THE STATEWIDE GUBERNATORIAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2022, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on Tuesday, November 8, 2022, for the purpose of submission of a ballot measure to the voters to make the Office of the City Treasurer Appointive.

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

Section 1. That pursuant to the requirements of the Laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of National City, California, on Tuesday, November 8, 2022, a General Municipal Election for the Election of Municipal Officers for the full term of four years; and

Section 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

Shall the Office of City Treasurer be Appointive?	Yes
	No

Section 3. The City Council hereby proposes the ordinance attached as Exhibit A to make the Office of the City Treasurer appointive.

Section 4. That the vote requirement for the measure to pass is a majority (50% +1) of the votes cast.

Section 5. That the ballots to be used at the election shall be in form and content as required by law.

Section 6. That the City Clerk is authorized, instructed and directed to coordinate with the County of San Diego Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 7. Pursuant to Elections Code § 9280, the City Council hereby directs the City Clerk to transmit a copy of the ordinance as set forth herein to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure, and transmit such impartial analysis to the City Clerk within ten days (10) following the adoption of this Resolution.

Section 8. Pursuant to Elections Code §§ 9282(b) and 9285(b), the City Council authorizes the Mayor or the Mayor's designee to draft the arguments in favor of the measure and any related rebuttals.

Section 9. The City of National City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 10. That the polls for the election shall be open at seven o'clock (7:00) a.m. of the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, pursuant to Elections Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

Section 11. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 12. That notice of the time and place of holding the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 13. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 14. That the Deputy City Clerk is directed to file a certified copy of this resolution and its attachments with the Board of Supervisors and the Registrar of Voters in the time and manner required by law.

PASSED, and ADOPTED this 7th day of June, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Shelley Chapel, MMC, Deputy City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

Exhibit A

Shall the Office of City Treasurer be Appointive?	Yes
	No

Full Text of Ballot Measure

**AN INITIATIVE ORDINANCE OF THE CITY OF NATIONAL CITY, CALIFORNIA,
MAKING THE OFFICE OF CITY TREASURER APPOINTIVE**

The people of the City of National City, California, do ordain as follows:

- SECTION 1.** The Office of the City Treasurer shall be appointive as authorized by California Government Code Section 36508.
- SECTION 2.** This Ordinance shall take effect as provided in California Elections Code Section 9217.
- SECTION 3.** The City Clerk's Office shall publish this ordinance according to law.

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING VARIOUS SECTIONS OF AND ADDING A SECTION TO THE NATIONAL CITY MUNICIPAL CODE REGARDING THE POSITION OF CITY TREASURER TO TAKE EFFECT ONLY IF THE VOTERS AT THE MUNICIPAL ELECTION ON NOVEMBER 8, 2022 APPROVE MAKING THE OFFICE OF CITY TREASURER APPOINTIVE

WHEREAS, the City Council has placed a measure on the November 8, 2022, Statewide Gubernatorial Municipal Election ballot asking the voters to make the Office of City Treasurer Appointive; and

WHEREAS, if a majority of the voters approve making the Office of City Treasurer Appointive, certain sections of the National City Municipal Code will no longer apply or will require amendment; and

WHEREAS, as permitted by California Government Code Sections 34856 and 36510, the City Council wishes to vest the City Manager with the authority to appoint the City Treasurer if the voters approve making the Office of City Treasurer Appointive; and

WHEREAS, the City Council wishes to have the necessary amendments to the Municipal Code adopted and ready to become immediately effective should the voters approve making the Office of City Treasurer Appointive so there is no delay in implementing the will of the voters.

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

Section 1: The above recitations are true and correct.

Section 2: National City Municipal Code Section 2.73 Term Limits for Elected City Offices. Delete references to elected official City Treasurer

Section 3: Add Section 2.05 City Treasurer

2.05 – CITY TREASURER

2.05.010 Purpose and Authority

The City Treasurer is established as one of the statutory officers specified by State Law for General Law Cities. The City Treasurer shall be appointed by the City Manager solely on the basis of executive and administrative qualifications, and shall hold office during the pleasure of the City Manager.

- A. In accordance with California Government Code Sections 34856 and 36510, authority is given to the City Manager to appoint and supervise the City Treasurer.
- B. The City Treasurer shall have all of the responsibilities, duties and functions as specified by State Law and this Code, in addition to any other duties or functions as the City Manager may, from time to time, prescribe.

Section 4. 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, subdivision, paragraph, sentences, clauses, or phrases be declared unconstitutional or invalid or ineffective.

Section 5. Conflict. All Ordinances and parts of Ordinance in conflict herewith are repealed insofar as such conflict may exist.

Section 6. Effective Date. If the ballot measure to make the Office of City Treasurer Appointive is approved by the voters in the Municipal Election on November 8, 2022, this Ordinance shall become effective immediately upon the effective date of the ballot measure, as provided in California Elections Code Section 9217. If the ballot measure is not approved by the voters, this Ordinance shall be automatically repealed and of no further force and effect. The City Clerk's Office shall certify the adoption of this Ordinance and cause the full text of the Ordinance or a summary of the Ordinance prepared by the City Attorney to be published at least once in a newspaper of general circulation in the City of National City within fifteen days after its adoption.

INTRODUCED by the City Council on June 7, 2022.

PASSED and ADOPTED this ____ day of December 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Shelley Chapel, MMC, Deputy City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr.
City Attorney

REDLINE VERSION

Chapter 2.73 - TERM LIMITS FOR ELECTED CITY OFFICES

2.73.010 - Limits on consecutive terms of office for other elected officials in the city.

No person shall be eligible for nomination and election to serve in the offices of members of the city council, city clerk, and ~~city treasurer~~ for more than three consecutive terms in the same elected office, and no person who has held the office of member of the city council, city clerk, or ~~city treasurer~~ for three consecutive terms may again seek nomination and election to that same elected office until one election cycle following the termination of the third term in that same elected office has elapsed. This limitation on terms shall not apply to any unexpired term to which a person is elected or appointed to fill a vacancy in the offices of members of the city council, city clerk, or ~~city treasurer~~, if the remainder of the term is less than one-half of the full term of office.

This section shall apply prospectively to full terms of office commencing after the June 5, 2018 statewide primary election.

(Ord. No. 2018-2450A, § 3, 7-17-2018)

2.73.020 - Lifetime limits terms of office for all elected officials in the city.

A. No person shall be eligible for nomination and election to serve in any elective city office, which shall include the offices of mayor, members of the city council, city clerk, and ~~city treasurer~~, for more than six terms in all elected offices combined. This limitation on terms shall not apply to any unexpired term to which a person is elected or appointed to fill a vacancy in any elective city office, if the remainder of the term is less than one-half of the full term of office.

B. This section shall apply prospectively to full terms of office commencing after the June 5, 2018 statewide primary election.

(Ord. No. 2018-2450A, § 3, 7-17-2018)

Chapter 2.05 – CITY TREASURER

2.05.010 Purpose and Authority

The City Treasurer is established as one of the statutory officers specified by State Law for General Law Cities. The City Treasurer shall be appointed by the City Manager solely on the basis of executive and administrative qualifications, and shall hold office during the pleasure of the City Manager.

- A. In accordance with California Government Code Sections 34856 and 36510, authority is given to the City Manager to appoint and supervise the City Treasurer.
- B. The City Treasurer shall have all of the responsibilities, duties and functions as specified by State Law and this Code, in addition to any other duties or functions as the City Manager may, from time to time, prescribe.

Chapter 2.73 - TERM LIMITS FOR ELECTED CITY OFFICES

2.73.010 - Limits on consecutive terms of office for other elected officials in the city.

No person shall be eligible for nomination and election to serve in the offices of members of the city council, or city clerk for more than three consecutive terms in the same elected office, and no person who has held the office of member of the city council, or city clerk for three consecutive terms may again seek nomination and election to that same elected office until one election cycle following the termination of the third term in that same elected office has elapsed. This limitation on terms shall not apply to any unexpired term to which a person is elected or appointed to fill a vacancy in the offices of members of the city council, or city treasurer, if the remainder of the term is less than one-half of the full term of office.

This section shall apply prospectively to full terms of office commencing after the June 5, 2018 statewide primary election.

(Ord. No. 2018-2450A, § 3, 7-17-2018)

2.73.020 - Lifetime limits terms of office for all elected officials in the city.

A. No person shall be eligible for nomination and election to serve in any elective city office, which shall include the offices of mayor, members of the city council, and city clerk, for more than six terms in all elected offices combined. This limitation on terms shall not apply to any unexpired term to which a person is elected or appointed to fill a vacancy in any elective city office, if the remainder of the term is less than one-half of the full term of office.

B. This section shall apply prospectively to full terms of office commencing after the June 5, 2018 statewide primary election.

(Ord. No. 2018-2450A, § 3, 7-17-2018)

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING SECTION 2.73 OF THE NATIONAL CITY MUNICIPAL CODE REGARDING THE POSITIONS OF CITY CLERK AND CITY TREASURER TO TAKE EFFECT ONLY IF THE VOTERS AT THE MUNICIPAL ELECTION ON NOVEMBER 8, 2022 APPROVE BOTH MEASURES

WHEREAS, the City Council has placed measures on the November 8, 2022, Statewide Gubernatorial Municipal Election ballot asking the voters to make the Offices of City Clerk and City Treasurer appointive; and

WHEREAS, if a majority of the voters approve making the Offices of City Clerk and City Treasurer appointive, certain sections of the National City Municipal Code will no longer apply or will require amendment; and

WHEREAS, if both City Measures placed on the ballot making the City Clerk and City Treasurer positions appointive are passed by a majority of the voters the National City Municipal Code Section 2.73 will delete references to both City Clerk and City Treasurer.

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

- Section 1:** The above recitations are true and correct.
- Section 2:** Section 2 of Ordinance No. 2022-___ shall no longer take effect.
- Section 3:** Section 2 of Ordinance No. 2022- ___ shall no longer take effect.
- Section 4:** National City Municipal Code Section 2.73 Term Limits for Elected City Offices is amended to delete references to elected official City Clerk and City Treasurer, as reflected in Exhibit ____.
- Section 5.** 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, subdivision, paragraph, sentences, clauses, or phrases be declared unconstitutional or invalid or ineffective.
- Section 6.** Conflict. All Ordinances and parts of Ordinance in conflict herewith are repealed insofar as such conflict may exist.
- Section 7.** Effective Date. This ordinance shall only take effect if the ballot measures to make the Office of City Clerk and the Office of City Treasurer appointive are approved by the voters in the Municipal Election on November 8, 2022. If either ballot measure is not approved by the voters, this Ordinance shall be automatically repealed and of no further

force and effect. The City Clerk's Office shall certify the adoption of this Ordinance and cause the full text of the Ordinance or a summary of the Ordinance prepared by the City Attorney to be published at least once in a newspaper of general circulation in the City of National City within fifteen days after its adoption.

INTRODUCED by the City Council on June 7, 2022.

PASSED and ADOPTED this ____ day of December, 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 Community Development Commission-Housing Authority of the City of National City, California to Amend and Restate the Disposition and Development Agreement \(DDA\) with San Diego Habitat for Humanity \(Habitat\) in its entirety the Prior Agreement and further removes San Diego Community Land Trust as a party to this Agreement and terminates its respective obligations under the Prior Agreement by removing the San Diego Land Trust for the development of six affordable homeownership units at 405-419 West 18th Street in National City, and authorizing the Executive Director of the CDC-HA to execute the DDA. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City, California authorizing the Executive Director to execute an amended and restated Disposition and Development Agreement (“DDA”) with San Diego Habitat for Humanity that removes the Community Land Trust model and the San Diego Community Land Trust as a party to the DDA in the development of six affordable homeownership units at 405-419 West 18th Street in National City.

PREPARED BY: Angelita Palma, Housing Programs Manager

DEPARTMENT: Housing Authority

PHONE: (619) 336-4219

EXPLANATION:

APPROVED BY: _____



Refer to Attachment No. 1 Explanation.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

No Fiscal Impact – This report is informational only, there is no fiscal impact associated with the report. No additional subsidy will be needed from the CDC-HA to complete the project. The Project was previously awarded \$435,027.30 in HOME Investment Partnership Grant funds that has already been appropriated.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation
2. Amended and Restated Disposition and Development Agreement
3. Resolution

City of National City, California
 Community Development Commission-Housing Authority
 June 7, 2022
 Staff Report Explanation

Resolution of the Community Development Commission-Housing Authority of the City of National City, California authorizing the Executive Director to execute an amended and restated Disposition and Development Agreement (“DDA”) with San Diego Habitat for Humanity that removes the Community Land Trust model and the San Diego Community Land Trust as a party to the DDA in the development of six affordable homeownership units at 405-419 West 18th Street in National City.

Background | The Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) purchased an 8,771 square foot lot (“Property”) located at 405-419 West 18th Street in National City for \$400,000 using Low and Moderate Housing Funds. Since the Property was purchased with the Low and Moderate Housing Fund, the Property must be used to develop affordable housing for low and moderate-income households.

San Diego Habitat for Humanity (Habitat), a 501(c)3 nonprofit corporation, currently has a HOME CHDO Agreement with the City of National City (“City”) to rehabilitate or develop homeownership opportunities for low-income households in the National City. Resolution 2018-68 approved the prior Disposition and Development Agreement (Prior DDA) with Habitat and San Diego Community Land Trust (SDCLT) for the development of six affordable homeownership units (Project) under a community land trust at 405-419 West 18th Street in National City.

Summary | During the construction of the Project, the SDCLT expressed financial challenges and withdrew from the DDA with Habitat and the CDC-HA as they were not sure if they would be viable in the future.

“Attachment No. 1” is a DDA that amends and restates in its entirety the Prior DDA and further removes San Diego Community Land Trust as a party to the DDA and terminates its obligations under the Prior DDA. “Attachment No. 1” also establishes conditions for:

1. The CDC-HA to transfer fee title to the Property to Habitat.
2. Habitat to construct the Project on the Property.
3. Habitat to sell the Property as Affordable Units to Eligible Persons for an affordable price.

Project Selection & Details | Pending final documents and signatures, all homeowners are first-time homebuyers from National City. The six attached row townhomes with garages have three (3) bedrooms and 2.5 bathrooms. The unit size ranges from 1,100-to 1,300 sq. ft. These affordable units will be sold to households at or below 80% of the Area Median Income (“AMI”). There is an interest-free repayable loan after 45 years to the CDC-HA in the amount of \$139,172.

At resale or transfer of the units, Habitat would assist in targeting families at or below 80% AMI but could sell the units to a household at or below 120% AMI, if necessary. The Property is also subject to a 45-year HOME Investment Partnership and Low and Moderate Income Program affordability period which requires that units be resold at or below 120% AMI. Still, Habitat will continue to target households at or below 80% AMI, if feasible. Furthermore, any sale or transfer of all or any portion of the property without prior written approval of the CDC-HA shall be void.

AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
By and Between the
COMMUNITY DEVELOPMENT COMMISSION-
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
and
SAN DIEGO HABITAT FOR HUMANITY
(405-419 West 18th Street)

**AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(405-419 West 18th Street)**

THIS AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (“Agreement”) is dated as of the ____ day of ____, 2022 by and between the Community Development Commission-Housing Authority of the City of National City (“CDC-HA”), and San Diego Habitat for Humanity, a California non-profit public benefit corporation (“Habitat”), with reference to the following recitals (“Recitals”):

Recitals

A. The CDC-HA owns that certain real property commonly known as 405-419 West 18th Street in the City of National City, which is more particularly described on Exhibit A hereto (“Property”).

B. CDC-HA and Habitat desire by this Agreement to establish conditions for: (i) the CDC-HA to transfer fee title to the Property to Habitat; (ii) Habitat to construct the Project, as defined below, on the Property; and (iii) Habitat to sell the Property as Affordable Units to Eligible Persons (as defined below) for an affordable price.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, CDC-HA and Habitat hereby amend and restate the Prior Agreement in its entirety and agree as follows:

100. Definitions.

“Affordable Lot” means each of the six (6) legal lots which comprise the Property. Habitat shall construct one (1) Affordable Unit on each of the six (6) Affordable Lots.

“Affordable Unit(s)” means collectively, the six (6) single-family residential dwelling units to be constructed on the Property whose sale, price and occupancy are restricted to Eligible Persons.

“Agreement” means this Amended and Restated Disposition and Development Agreement between CDC-HA and Habitat. This Agreement amends and restates in its entirety the Prior Agreement and further removes San Diego Community Land Trust, a 501(c)(3) non-profit corporation, as a party to this Agreement and terminates its obligations under the Prior Agreement.

“Area Median Income” means the area median income, as adjusted for family size, for the San Diego-Carlsbad Metropolitan Statistical Area, established periodically by the U.S. Department of Housing and Urban Development (“HUD”) and published in the Federal Register. In the event HUD ceases to publish an established Area Median Income as aforesaid, the CDC-

HA may, in its reasonable discretion, use any other reasonably comparable method of computing Area Median Income and/or the Annual Housing Cost.

“CDC-HA” means the Community Development Commission-Housing Authority of the City of National City.

“City” means the City of National City, a California municipal corporation.

“Closing” the close of Escrow for the conveyance of the Property from the CDC-HA to Habitat.

“Closing Deadline” means [_____], unless extended by agreement of Habitat and the Executive Director of the CDC-HA or his or her designee.

“Construction Deed of Trust” means a deed of trust recorded against the Property for purposes of obtaining financing for construction of the Project.

“Default” means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 601 hereof.

“Eligible Persons” (or individually “Eligible Person”) means with respect to the sale of the Affordable Units, persons or families earning not more than eighty percent (80%) of the then current Area Median Income, provided that such persons or families also meet the requirements set forth in Section 406 of this Agreement. Notwithstanding the foregoing, beginning on the date that is twenty (20) years the date all relevant Project completion data is entered into the Department of Housing and Urban Development’s (“HUD”) Integrated Disbursement and Information System, then with respect to the sale of the Affordable Units, “Eligible Persons” shall mean persons or families earning not more than one hundred twenty percent (120%) of the then current Area Median Income, provided that such persons or families also meet the requirements set forth in Section 406 of this Agreement.

“Escrow” means the escrow depository and disbursement services to be performed by Escrow Agent pursuant to the provisions of this Agreement.

“Escrow Agent” means Chicago Title Company or another title insurance company mutually selected by the parties hereto.

“Governmental Requirements” means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over CDC-HA, Habitat, or the Property.

“Habitat” means San Diego Habitat for Humanity, a California non-profit public benefit corporation.

“Hazardous Materials” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United State Government. Provided, however, the term “Hazardous Materials” shall not include substances typically used in the ordinary course of developing, operating and maintaining apartment complexes in California or small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar properties, provided that such substances are used in compliance with applicable laws.

“Individual Declaration” means each of the declarations of covenants, conditions and restrictions, in forms approved by the CDC-HA in its sole discretion, to be executed in favor of the CDC-HA by the Eligible Persons purchasing each of the Affordable Units, each to be recorded as an encumbrance against the fee interest in each of the Affordable Units.

“Individual Deed of Trust” means each of the deeds of trust, in forms approved by the CDC-HA in its sole discretion, which will secure the CDC-HA’s interests in the Individual Note and Individual Declaration, to be executed in favor of the CDC-HA by the Eligible Persons purchasing each of the Affordable Units, each to be recorded as an encumbrance against the fee interest in each of the Affordable Units.

“Individual Note” means each of the promissory notes, in forms approved by the CDC-HA in its sole discretion, which will evidence the CDC-HA’s loans to the Eligible Persons purchasing each of the Affordable Units, to be executed in favor of the CDC-HA by the Eligible Persons purchasing each of the Affordable Units.

“Master Declaration” means the declaration of covenants, conditions and restrictions, in forms agreed to by Habitat and the CDC-HA, to be executed by Habitat and recorded against the Property at the Closing. Upon recordation of each Individual Declaration and Individual Deed of Trust against an Affordable Lot, the Master Declaration shall be reconveyed and released with respect to such Affordable Lot. The authority to amend the Master Declaration on behalf of the City and the CDC-HA shall be vested in the Executive Director of the CDC-HA or his or her designee pursuant to the authority granted by Section 706 hereof.

“Master Deed of Trust” means the deed of trust, in a form agreed to by Habitat and the CDC-HA, to be executed by Habitat and recorded against the Property at the Closing. The Master Deed of Trust shall secure this Agreement and the Master Declaration. Upon recordation of each Individual Declaration and Individual Deed of Trust against an Affordable Lot, the Master Deed of Trust shall be reconveyed with respect to such Affordable Lot. The Master Deed of Trust may be subordinated to the Construction Deed of Trust. Any such subordination shall be in a form acceptable to the CDC-HA in its sole discretion. The authority to amend the Master Deed of Trust on behalf of the City and the CDC-HA shall be vested in the Executive Director of the CDC-HA or his or her designee pursuant to the authority granted by Section 706 hereof.

“Maximum Sales Price” shall be determined by the CDC-HA and shall equal the purchase price which will result in a “Monthly Housing Cost” to the purchaser of an Affordable Unit, which does not exceed 1/12th of thirty percent (30%) of eighty percent (80%) of the Area Median Income,

determined as of the date of the close of escrow, assuming the purchaser will finance all of the purchase price of the Affordable Unit, using a 30-year fixed-interest loan and will not make a down payment. “Monthly Housing Cost” means all housing costs applicable to the Affordable Unit, as determined by the CDC-HA, including, without limitation, mortgage principal and interest, taxes, insurance, homeowners association fees and assessments. Notwithstanding the foregoing, beginning on the date that is twenty (20) years the date all relevant Project completion data is entered into the Department of Housing and Urban Development’s (“HUD”) Integrated Disbursement and Information System, then with respect to the sale of the Affordable Units, the “Maximum Sales Price” shall mean shall be determined by the CDC-HA and shall equal the purchase price which will result in a “Monthly Housing Cost” to the purchaser of an Affordable Unit, which does not exceed 1/12th of thirty-five percent (35%) of one hundred ten percent (110%) of the Area Median Income, determined as of the date of the close of escrow, assuming the purchaser will finance all of the purchase price of the Affordable Unit, using a 30-year fixed-interest loan.

“Prior Agreement” means the Disposition and Development Agreement dated October 2, 2018 entered into by and among CDC-HA, Habitat, and San Diego Community Land Trust, a 501(c)(3) non-profit corporation.

“Project” means the six (6) Affordable Units, and all other improvements to be constructed on the Property.

“Property” means that certain real property generally located at 405-419 West 18th Street in the City of National City, which is more particularly described on Exhibit A attached hereto

“Scope of Construction” means a scope setting forth all construction work, including without limitation, landscaping, flatwork and similar work, to be done with respect to development of the Property and construction of the Project, which is approved by the CDC-HA in its sole discretion.

200. Property.

201. Acquisition of the Property by Habitat.

201.1 Acquisition Closing and Purchase Price. Subject to all of the terms and conditions of this Agreement, the CDC-HA shall sell the Property to Habitat, and Habitat shall purchase the Property from the CDC-HA at the Closing. The purchase price shall be \$1.00. At the Closing, Habitat shall execute the Master Declaration and Master Deed of Trust in favor of the CDC-HA, which shall secure Habitat’s obligations under this Agreement, and cause the same to be recorded against the Property senior to all monetary liens.

201.2 “As-Is,” “Where-Is.” The Property shall be conveyed to Habitat in an “as-is” physical and environmental condition, with no warranty, express or implied, by the CDC-HA as to the condition of any existing improvements, the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances, and it shall be the sole responsibility of Habitat at its expense to investigate and determine the physical and environmental conditions.

Prior to the Closing, Habitat shall have the right to engage its own environmental consultant (the “Environmental Consultant”) and other consultants to make such investigations of the Property as Habitat deems necessary, including any soils, geotechnical and other testing of the Property, and the CDC-HA shall promptly be provided a copy of all reports and test results provided to Habitat by the Environmental Consultant. It shall be the sole responsibility and obligation of Habitat to take such action as may be necessary to place the physical and environmental conditions of the Property in a condition entirely suitable for the purposes set forth in this Agreement.

201.3 Escrow. Promptly after the execution and delivery of this Agreement, Habitat and the CDC-HA shall open an escrow (“Escrow”) with Escrow Agent to facilitate the Closing and conveyance of the Property from the CDC-HA to Habitat. Habitat shall pay all fees, charges, and costs which arise from Escrow, including without limitation all title policy premiums and documentary transfer taxes.

201.4 Closing Conditions for the Benefit of the CDC-HA. The CDC-HA’s obligation to transfer the Property to Habitat is conditioned upon satisfaction (or waiver) of each and all of the conditions set forth in this Section 201.4 on or before the Closing Deadline. Any such waiver shall be effective only if the same is (i) expressly waived in writing signed by the CDC-HA or by email from the CDC-HA, and (ii) delivered or emailed to Habitat and the Escrow Agent. In the event that one or more of the conditions set forth in this Section 201.4 are not satisfied or expressly waived on or before the Closing Deadline, the CDC-HA (provided the CDC-HA is not in default hereunder) may unilaterally terminate this Agreement by mailing or emailing notice of conditional termination to Habitat and the Escrow Agent. After receipt of such notice of conditional termination, Habitat shall have five (5) business days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter is unsatisfied or cured prior to the expiration of such five (5) day period, then the Closing shall proceed and the CDC-HA waives any right to damages or compensation with respect to the unsatisfied condition. If such matter remains unsatisfied or the default remains uncured after the expiration of such five (5) day period, then this Agreement shall terminate at the close of business on such fifth (5th) day. Any such termination of this Agreement shall not release Habitat from liability under this Agreement.

(a) No Default. Habitat is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of Habitat contained herein shall be true and correct in all material respects.

(b) Attorneys’ Fees. Habitat has paid prior to or will pay concurrently with the Closing and all reasonable attorneys’ fees incurred by the CDC-HA with respect to the same.

(c) Master Declaration and Master Deed of Trust. Habitat has delivered the fully-executed notarized Master Declaration and Master Deed of Trust to Escrow Agent.

(d) Additional Documents. The deposit by Habitat into Escrow of all other documents and instruments reasonably required by the Escrow Agent.

(e) Title Policy. Escrow Agent has confirmed and is prepare to issue a title policy in favor of the CDC-HA in the amount of \$100,000.00 insuring that the Master Deed of Trust is senior to all monetary liens on the Property.

(f) Environmental Clearance. The Project has satisfactorily completed any necessary the environmental reviews under 24 CFR Part 58 of the National Environmental Policy Act (NEPA) and/or California Environmental Quality Act (CEQA). The parties agree that the provision of any funds to the project is conditioned on the City of National City's determination to proceed with, modify or cancel the project based on the results of any necessary environmental review under NEPA and CEQA.

201.5 Closing Conditions for the Benefit of Habitat. Habitat's obligation to close is conditioned upon satisfaction (or waiver) of each and all of the conditions set forth in this Section 201.5 on or before the Closing Deadline. Any such waiver shall be effective only if the same is (i) expressly waived in writing signed by Habitat or by email from Habitat, and (ii) delivered or emailed to the CDC-HA and Escrow Agent. In the event that one or more of the conditions set forth in this Section 201.5 are not satisfied or expressly waived on or before the Closing Deadline, Habitat (provided Habitat is not in default hereunder) may unilaterally terminate this Agreement by mailing or emailing notice of conditional termination to the CDC-HA and Escrow Agent. After receipt of such notice of conditional termination, the CDC-HA shall have five (5) business days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter is unsatisfied or cured prior to the expiration of such five (5) day period, then the Closing shall proceed and Habitat waives any right to damages or compensation with respect to the unsatisfied condition. If such matter remains unsatisfied or the default remains uncured after the expiration of such five (5) day period, then this Agreement shall terminate at the close of business on such fifth (5th) day. Any such termination of this Agreement shall not release the CDC-HA from liability under this Agreement.

(a) No Default. The CDC-HA is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of the CDC-HA contained herein shall be true and correct in all material respects.

(b) Grant Deed. The CDC-HA has deposited the duly executed and acknowledged grant deed conveying the Property from the CDC-HA to Habitat into Escrow.

(c) Additional Documents. The deposit by the CDC-HA into Escrow of all other documents and instruments reasonably required by the Escrow Agent.

(d) FIRPTA. The deposit by the CDC-HA into Escrow of the CDC-HA's affidavit that the CDC-HA is not a foreign person and is a "United States Person" as such term is defined in Section 7761(a)(30) of the Internal Revenue Code of 1986, in the form prescribed by federal regulations.

(e) FTB Form 590. The deposit by CDC-HA into Escrow of a duly executed FTB Form 590 or other evidence that withholding is not required by the Revenue and Taxation Code of California.

201.6 No Sale or Transfer of the Property. The qualifications and identity of Habitat, and its principals, are of particular concern to the community and the CDC-HA. Habitat acknowledges that it is because of such qualifications and identity that the CDC-HA is entering into this Agreement with Habitat. Except as otherwise provided in this Agreement, Habitat shall not sell, transfer or otherwise convey all or any portion of the Property without the prior written approval of the CDC-HA, which approval may be withheld in the sole discretion of the CDC-HA. Any sale, transfer or conveyance of all or any portion of the Property without the prior written approval of the CDC-HA shall be void.

202. Subsequent Financing. Prior to completion of construction of the Project and the sale of all of the Affordable Units, no secured loan, deed of trust, or encumbrance, except for the Construction Deed of Trust shall be placed upon any portion of the Property, whether by refinancing or otherwise, without first obtaining the express written consent of the CDC-HA.

203. Representations and Warranties.

203.1 CDC-HA Representations and Warranties. CDC-HA represents and warrants to Habitat that the CDC-HA is a public body, corporate and politic, existing pursuant to the California Community Redevelopment Law (California Health and Safety Code Section 33000), which has been authorized to transact business pursuant to action of the City. CDC-HA has full right, power and lawful authority to convey the Property as provided herein and the execution, performance and delivery of this Agreement by CDC-HA has been fully authorized by all requisite actions on the part of CDC-HA.

203.2 Habitat's Representations and Warranties. Habitat represents and warrants to the CDC-HA as follows:

(a) Authority. Habitat is a California nonprofit corporation. The persons executing this Agreement on behalf of Habitat have all necessary authority to execute this Agreement on behalf of Habitat, and this Agreement is a binding obligation of Habitat. A copy of the Certificate of Good Standing for Habitat will be delivered to the CDC-HA within five (5) business days of final approval of the Agreement. Habitat will have full right, power and lawful authority to undertake all obligations as provided in this Agreement.

(b) No Conflict. The execution, delivery and performance of Habitat's obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which either of them is a party or by which it is bound.

(c) No Bankruptcy. Habitat is not the subject of a bankruptcy proceeding.

204. Precautions After Closing. From and after the Closing, Habitat shall take all necessary precautions to prevent the release in, on or under the Property of any Hazardous Materials. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Habitat shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

205. Required Disclosures After Closing. From and after the Closing, Habitat shall notify CDC-HA, and provide the CDC-HA with a copy or copies, of all environmental permits, disclosures, applications, entitlements or inquiries relating to the Property, including notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirements relating to Hazardous Materials and underground tanks. Habitat shall report to the CDC-HA, as soon as possible after each incident, any unusual or potentially important incidents with respect to the environmental condition of the Property. In the event of a release of any Hazardous Materials into the environment, Habitat shall, as soon as possible after the release, deliver to the CDC-HA a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request, Habitat shall deliver to the CDC-HA a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including, but not limited to, all permit applications, permits and reports including, without limitation, those reports and other matters which may be characterized as confidential.

206. Indemnity. From and after the Closing, Habitat agrees to indemnify, defend and hold CDC-HA harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon any of the following: (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. This indemnity does not include any condition arising solely as a result of the negligence or willful misconduct of the CDC-HA or its employees, agents, representatives, successors or assigns.

300. Development of the Property by Habitat.

301. CDC-HA Review and Approval of the Scope of Construction. Habitat shall prepare and submit a Scope of Construction for the Project to be constructed on the Property to the CDC-HA for review and approval. Exactly one (1) Affordable Unit shall be constructed on each

Affordable Lot. The CDC-HA shall have the right to review and approve or disapprove all aspects of the Scope of Construction. Habitat acknowledges and agrees that the CDC-HA is entitled to approve or disapprove the Scope of Construction in order to satisfy the CDC-HA's obligation to promote the sound construction and redevelopment of the Property, to promote a high level of design which will impact the surrounding development, and to provide an environment for the social, economic and psychological growth and well-being of the citizens of the City, including but not limited to the residents of the Property. Habitat shall not be entitled to any monetary damages or compensation as a result of the CDC-HA's disapproval or failure to approve or disapprove the Scope of Construction.

302. Standards for Disapproval. The CDC-HA shall have the right to disapprove in its sole discretion any of the Scope of Construction, as set forth in Section 301, above, including without limitation if the same do not conform to this Agreement or are otherwise incomplete. In the event the Scope of Construction is not approved, the CDC-HA shall state in writing provided to Habitat the reasons for disapproval. Habitat, upon receipt of notice of disapproval from the CDC-HA, shall revise such portions and resubmit the revised Scope of Construction to the CDC-HA for approval. The CDC-HA and Habitat agree to work together in good faith to resolve any disagreements and disputes regarding the Scope of Construction.

303. Revisions. If Habitat desires to propose any revisions to the CDC-HA-approved Scope of Construction after approval, Habitat shall submit such proposed changes to the CDC-HA. If Scope of Construction, as modified by the proposed changes, generally and substantially conforms to the requirements of the Scope of Construction and this Agreement, the CDC-HA shall review the proposed changes and notify Habitat in writing within thirty (30) days after submission to the CDC-HA whether the proposed change is approved or disapproved. The CDC-HA's Executive Director is authorized to approve changes to the Scope of Construction. Provided, however, the CDC-HA shall have no obligation to approve any change from the basic use of the Property for anything other than affordable housing.

304. Defects in Plans. The CDC-HA shall not be responsible or liable in any way, either to Habitat or to any third parties, for any defects in the Scope of Construction, or for any structural or other defects in any work done according to the approved Scope of Construction, or for any delays caused by the review and approval processes established by this Section 300. Habitat shall hold harmless and indemnify CDC-HA, the City and their officers, employees, agents and representatives from and against any and all claims, demands and suits for damages to property or injuries to persons arising out of or in any way relating to the Property, including without limitation any defects in the Scope of Construction, violation of any laws, and for defects in any work done according to the approved Scope of Construction or for defects in work performed by Habitat or any contractor or subcontractor of Habitat.

305. Land Use Approvals. Before commencement of the Scope of Construction work or any works of improvement at the Property, Habitat shall, at Habitat's sole expense, secure or cause to be secured any and all land use and other entitlements, permits and approvals which may be required for the Scope of Construction work by the City or any other governmental agency affected by such rehabilitation, construction or work. Neither CDC-HA, nor the City shall be responsible in any way for, the processing of Habitat's building permits or other permit

applications with the City and the execution of this Agreement does not constitute the granting of or a commitment to obtain any required land use permits, entitlements or approvals.

306. Deadline for Completion of the Scope of Construction. The Scope of Construction shall be completed not later than twenty-four (24) months from the Closing. Failure to complete all of the Scope of Construction shall, inter alia, be a default by Habitat, entitling the CDC-HA to exercise all of its rights and remedies, including without limitation foreclosure of the Master Deed of Trust.

307. Cost of Project. All costs whatsoever of the Project shall be borne by Habitat, including without limitation the cost of planning, designing, developing and constructing the six (6) Affordable Units in accordance with the Scope of Construction.

308. Insurance Requirements. Habitat shall take out and maintain during the terms of construction of the Project, and shall cause its contractor and subcontractors to take out and maintain until completion of the Scope of Construction, a comprehensive general liability policy in the amount of not less than \$4,000,000 combined single limit policy and not less than \$1,000,000 combined single limit policy for subcontractors; provided that the use of umbrella/excess liability policies to achieve such limits will be acceptable, and a comprehensive automobile liability policy in the amount of \$1,000,000 combined single limit, or such other policy limits as the CDC-HA may approve at its discretion, including contractual liability, as shall protect Habitat, the City and CDC-HA from claims for such damages. Such policy or policies shall be written on an occurrence form. Habitat shall also furnish or cause to be furnished to the CDC-HA evidence satisfactory to the CDC-HA that Habitat, and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement, carries workers' compensation insurance as required by law. Habitat shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the CDC-HA setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and CDC-HA and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the City and CDC-HA of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Habitat shall be primary insurance and not be contributing with any insurance maintained by the City of CDC-HA, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and CDC-HA. The required certificates shall be furnished by Habitat prior to the Closing.

309. Rights of Access. Habitat agrees to allow the CDC-HA and its representatives to access the Property to review and inspect its activities under this Agreement as the CDC-HA shall require. The CDC-HA shall monitor Habitat's activities without liability for said inspection and review.

310. Compliance With Laws. Habitat represents and warrants that during the term of this Agreement that it will comply with all Federal Davis Bacon and State prevailing wage

requirements to the extent the same are applicable to the work. Habitat shall carry out the design and completion of the Scope of Construction in conformity with all applicable laws, including all applicable state labor standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Title 24 of the California Code of Regulations, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* Habitat hereby agrees to carry out development, rehabilitation, construction and operation of the Property, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable local, state and federal laws. Habitat hereby expressly acknowledges and agrees that neither the City nor the CDC-HA has ever previously affirmatively represented to Habitat or any of its contractors in writing or otherwise, in a call for bids or otherwise, that the work to be covered by the bid or contract is or is not a “public work,” as defined in Section 1720 of the Labor Code. Habitat hereby agrees that it shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Habitat hereby agrees that it shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Habitat hereby agrees that it shall have the obligation, at its sole cost, risk and expense, to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Habitat shall indemnify, protect, defend and hold harmless the City, the CDC-HA and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to the City and the CDC-HA, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including labor costs, penalties, reasonable attorneys’ fees, court and litigation costs, and fees of expert witnesses) which, in connection with the completion of the Scope of Construction, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (i) the noncompliance by Habitat of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (ii) the implementation of Sections 1726 and 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (iii) failure by Habitat to provide any required disclosure, representation, statement, rebidding and/or identification which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; (iv) failure by Habitat to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; and/or (v) failure by Habitat to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. It is agreed by the parties that, in connection with the development, rehabilitation, construction and operation of the Project and the Property, including, without limitation, any public work (as defined by applicable law), Habitat shall bear all risks of payment or non-payment of state

prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. “Increased costs” as used in this Section shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement.

311. Nondiscrimination in Employment. Habitat certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, *et seq.*, the Federal Equal Pay Act of 1963, 29 U.S.C. Section 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. Section 1324b, *et seq.*, 42 U.S.C. Section 1981, the California Fair Employment and Housing Act, Cal. Government Code Section 12900, *et seq.*, the California Equal Pay Law, Cal. Labor Code Section 1197.5, Cal. Government Code Section 11135, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, and all other anti-discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended. Habitat shall allow representatives of the CDC-HA access to its employment records related to this Agreement during regular business hours to verify compliance with these provisions when so requested by the CDC-HA.

312. Taxes and Assessments. Habitat shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property. Habitat shall remove or have removed any levy or attachment made after the Closing on the Property or any part thereof, or assure the satisfaction thereof within a reasonable time.

313. Liens and Stop Notices. Habitat shall not allow to be placed on the Property or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Property, Habitat shall, within thirty (30) days of such recording or service or within five (5) days of the CDC-HA’s demand, whichever last occurs:

- (a) pay and discharge the same;
- (b) effect the release thereof by recording and delivering to the CDC-HA a surety bond in sufficient form and amount as approved by the CDC-HA in its sole discretion; or
- (c) provide the CDC-HA with other assurance which the CDC-HA deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of the CDC-HA from the effect of such lien or bonded stop notice.

314. Financing of the Project.

314.1 No Encumbrances Except Mortgages or Deeds of Trust. Mortgages and deeds of trust may be recorded against all or any part of the Property only with the CDC-HA's prior written approval, and only for the purpose of securing loans of funds to be used for financing the Scope of Construction work, and any other purposes deemed necessary and appropriate by the CDC-HA in connection with the Project. Habitat shall notify the CDC-HA in advance of the execution or recordation of any mortgage or deed of trust. Habitat shall not enter into any mortgage or deed of trust for financing the Project, Property or any Affordable Unit without the prior written approval of the CDC-HA, which approval the CDC-HA agrees to give if any such mortgage or deed of trust for financing is given to an institutional lender and the same is necessary for completion of the Scope of Construction. The CDC-HA agrees that the Master Deed of Trust shall be subordinated to the Construction Deed of Trust, such subordination shall be via a subordination agreement in a form acceptable to the CDC-HA in its sole discretion.

314.2 Right of CDC-HA to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by Habitat, Habitat shall immediately deliver to the CDC-HA a copy of any mortgage holder's notice of default. The CDC-HA shall have the right but not the obligation to cure the default. In such event, the CDC-HA shall be entitled to reimbursement from Habitat of all costs and expenses incurred by the CDC-HA in curing such default, including without limitation attorneys' fees.

315. Intentionally Deleted

316. Flood Insurance. Habitat represents, warrants, and certifies, pursuant to 24 CFR 92.358, that no portion of the Property, is located within a Flood Plain or Flood Hazard Zone or Area, as indicated on a FEMA Map; or that the Property is located within a community participating in the National Flood Insurance Program and Habitat agrees to purchase and maintain flood insurance for the duration of the term of this Agreement.

317. Accessibility Standards. Habitat represents and warrants that it will comply with all federal, state and local requirements and regulations concerning access to the units by the disabled and handicapped persons.

400. Post Construction.

401. Intentionally Deleted

402. Financing of Affordable Units. Habitat shall cause each of the Eligible Persons acquiring an Affordable Unit to: (i) execute an Individual Note and deliver the original of the same to the CDC-HA; (ii) execute and notarize a deed of trust in favor of the first position lender and cause the same to be recorded against the Affordable Lot being acquired by such Eligible Persons; and (iii) execute and notarize an Individual Declaration and an Individual Deed of Trust in favor of the CDC-HA and cause such Individual Declaration and Individual Deed of Trust to be recorded against the Affordable Lot being acquired by such Eligible Persons.

403. No Conveyance in Excess of the Maximum Sales Price. During the period commencing on the closing of the initial sale of each Affordable Unit and continuing for forty-five

(45) years thereafter, no Affordable Lot or Affordable Unit shall be sold, transferred, or conveyed to a prospective purchaser or occupied by any person unless and until the CDC-HA has verified the prospective purchaser is an Eligible Person, and the sales price of the Affordable Lot and Affordable Unit does not exceed the Maximum Sales Price. No persons, including without limitation Habitat, may cumulatively receive any amount of money and/or other consideration upon the transfer or conveyance of all of any portion of any Affordable Lot or Affordable Unit in excess of the Maximum Sales Price.

404. Fixed-Interest Loans. Each Affordable Unit shall be financed only with a 30-year fixed-interest loan to the Eligible Persons acquiring each Affordable Lot and Affordable Unit.

405. Additional Restrictions on Eligible Persons.

405.1 No Full-Time Students. The term Eligible Person shall not include any household comprised exclusively of persons who are full-time students, unless such persons are married and eligible to file a joint federal income tax return. The term “full-time student” shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

405.2 No Student Dependents. Notwithstanding the provisions of subparagraph 405.1, the term Eligible Person shall not include any student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the same unit.

405.3 No Owners of Real Property. The term Eligible Person shall not include any person or any household comprised of one or more persons who own any other real property at the close of escrow of the Affordable Unit.

405.4 Liquid Asset Limitation. The term Eligible Person shall not include any person or household holding, directly or indirectly, liquid assets whose aggregate value exceeds, at the time of determination of eligibility, one hundred percent (100%) of the then-current annual Area Median Income. As used herein, the term “liquid assets” refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term “liquid assets” shall not include retirement funds which are not readily accessible or which cannot be accessed by the buyer without the buyer incurring a penalty.

405.5 Income of Co-Purchasers. The income of all co-purchasers and/or occupants shall be taken into account in determining whether a household is comprised of Eligible Persons.

405.6 No Relationship with Habitat. The term Eligible Person shall not include any person employed by Habitat or of any individuals who are members, principals, executives,

directors, partners or shareholders in Habitat or in any entity having an ownership interest in Habitat or in the Property or any relative (by blood or marriage) of any of the foregoing persons.

500. Covenants and Restrictions.

501. Affordable Units. Habitat covenants and agrees for itself, its successors, assigns, and every successor in interest to the Property, or any part thereof, that Habitat (during the period such entity owns the Property) shall comply with this Agreement and the Master Declaration upon the Closing and for 45 years thereafter.

502. Maintenance Covenants. Habitat represents and warrants that after completion of Scope of Construction, the Property and all of the Affordable Units shall continually be maintained in a decent, safe and sanitary condition, and in good repair as described in 24 C.F.R. §5.703, and in a manner which satisfies the Uniform Physical Conditions Standards promulgated by the Department of Housing and Urban Development (24 C.F.R. §5.705), as such standards are interpreted and enforced by the CDC-HA under its normal policies and procedures. Habitat warrants that all construction work shall meet or exceed the applicable local codes and construction standards, including zoning and building codes of the City of National City as well as the provisions of the Model Energy Code published by the Council of American Building Officials. Habitat hereby consents to periodic inspection by the CDC-HA's designated inspectors and/or designees during regular business hours, including the Code Enforcement Agents of the City, to assure compliance with all applicable zoning, building codes, regulations and property standards.

503. Obligation to Refrain from Discrimination.

503.1 State and Federal Requirements. Habitat shall, at all times during the term of this Agreement, comply with all of the affirmative marketing procedures adopted by the CDC-HA. Habitat shall maintain records to verify compliance with the applicable affirmative marketing procedures and compliance. Such records are subject to inspection by the CDC-HA during regular business hours upon five (5) days written notice.

503.2 Additional Requirements. Habitat hereby agrees to comply with the Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State laws and regulations.

503.3 Fair Housing Laws. All activities carried out by Habitat and/or agents of Habitat shall be in accordance with the requirements of the Federal Fair Housing Act. The Fair Housing Amendments Act of 1988 became effective on March 12, 1989. The Fair Housing Amendments Act of 1988 and Title VIII of the Civil Rights Act of 1968, taken together, constitute the Fair Housing Act. The Fair Housing Act provides protection against the following discriminatory housing practices if they are based on race, sex, religion, color, handicap, familial status, or national origin: denying or refusing to rent housing, denying or refusing to sell housing, treating differently applicants for housing, treating residents differently in connection with terms and conditions, advertising a discriminatory housing preference or limitation, providing false information about the availability of housing, harassing, coercing or intimidating people from enjoying or exercising their rights under the Fair Housing Act, blockbusting for profit, persuading

owner to sell or rent housing by telling them that people of a particular race, religion, etc. are moving into the neighborhood, imposing different terms for loans for purchasing, constructing, improving, repairing, or maintaining a home, or loans secured by housing; denying use or participation in real estate services, e.g., brokers' organizations, multiple listing services, etc. The Fair Housing Act gives HUD the authority to hold administrative hearings unless one of the parties elects to have the case heard in U.S. District Court and to issue subpoenas. Both civil and criminal penalties are provided. The Fair Housing Act also provides protection for people with disabilities and proscribes those conditions under which senior citizen housing is exempt from the prohibitions based on familial status. The following State of California Laws also govern housing discrimination and shall be complied with by Habitat: Fair Employment and Housing Act, Unruh Civil Rights Act of 1959, Ralph Civil Rights Act of 1976, and Civil Code Section 54.1.

504. Nondiscrimination Covenants. Habitat covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income or disability of any person in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Habitat or any person claiming under or through either of them establish or permit any such practice or practices of discrimination or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) Deeds. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, sexual orientation, disability, medical condition, familial status, source of income, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) Leases. In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, religion, sex, sexual orientation, disability, medical condition, familial status, source of income, marital status, national origin or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection,

location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.”

(c) Contracts. In contracts for the rental, lease or sale of the Property: “There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, sexual orientation, disability, medical condition, familial status, source of income, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.”

505. Effect of Violation of the Terms and Provisions of this Agreement. The CDC-HA is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether the CDC-HA has been, remains or is an owner of any land or interest therein in the Property. The CDC-HA shall have the right, if this Agreement or its covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled.

600. Defaults and Remedies.

601. Default Generally. Failure by the CDC-HA or Habitat to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a “Default” under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the alleged Default. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if: (i) such alleged Default is cured thirty (30) days from receipt of such written notice; or (ii) if the alleged Default is such that it is not capable of being cured within thirty (30) days, but corrective action is initiated within thirty (30) days and the allegedly defaulting party diligently and in good faith works to effect a cure as soon as possible.

602. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the County of San Diego, State of California, downtown branch, or in the District of the United States District Court in the County of San Diego.

603. Entry and Vesting of Title in CDC-HA Prior to Completion of Construction.

603.1 Right of Reentry. In addition to all other rights and remedies the CDC-HA may have at law or in equity, the CDC-HA has the right, at its election, to enter and take possession of the Property, and all improvements thereon (whether by foreclosure of the Master Deed of Trust or otherwise), and terminate and revest the Property in the CDC-HA if after the Closing:

(a) Habitat fails to start the Scope of Construction work as required by this Agreement within one (1) year of the Closing or for a period of thirty (30) days after written notice thereof from CDC-HA; or

(b) Habitat abandons or substantially suspends the Scope of Construction work required by this Agreement for a period of thirty (30) days after written notice thereof from CDC-HA; or

(c) Habitat transfers or suffers any involuntary transfer of the Property or any part thereof in violation of contrary to the provisions of this Agreement.

603.2 Limitations on Right of Entry. Such right to enter and vest shall be subject to and be limited by and shall not defeat, render invalid or limit any mortgage or deed of trust permitted by this Agreement that is senior to the Master Deed of Trust.

603.3 Termination of Right of Entry. The CDC-HA's right to enter and take possession of the Property and all improvements thereon, and terminate and revest the Property in the CDC-HA, shall terminate upon the timely completion of the Scope of Construction.

604. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

605. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies shall govern the interpretation and enforcement of this Agreement.

700. General Provisions.

701. Notices, Demands and Communications Between the Parties. All notices under this Agreement shall be in writing and sent (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). All notices shall be delivered to the following addresses or such other addresses as changed by any party from time to time by written notice to the other parties hereto.

To CDC-HA: Community Development Commission-

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

To Habitat: San Diego Habitat for Humanity
 Attention: (INSERT)
 8182 Mercury Court
 San Diego, CA 92111

702. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other party; or any other causes beyond the control and without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within five (5) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Executive Director of the CDC-HA and Habitat.

703. Transfers of Interest in Property or Agreement. The qualifications and identity of Habitat are of particular concern to the CDC-HA. It is because of those qualifications and identity that the CDC-HA has entered into this Agreement with Habitat. Except as otherwise provided in this Agreement, during the period commencing on the closing of the sale of each Affordable Unit and continuing for forty-five (45) years thereafter, no voluntary or involuntary successor in interest to Habitat shall acquire any rights or powers under this Agreement, nor shall Habitat make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the improvements thereon without prior written approval of the CDC-HA. Except as otherwise provided in this Agreement, any proposed total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the improvements thereon, will entitle CDC-HA to its right of reentry and revesting as set forth in Section 603 hereof. For the reasons cited above, Habitat represents and agrees for itself, each partner and any successor in interest to itself that without the prior written approval of the CDC-HA, there shall be no significant change in the ownership of Habitat or in the relative proportions thereof, or with respect to the identity of the parties in control of Habitat or the degree thereof, by any method or means. Habitat shall promptly notify the CDC-HA of any and all changes whatsoever in the identity of the parties in control of Habitat or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. Any change (voluntary or involuntary) in the composition, management or control of Habitat shall be a Default. All of the terms, covenants and conditions of this Agreement shall be binding upon Habitat and their permitted successors and assigns. Whenever the term "Habitat" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

704. Non-Liability of Officials and Employees. No member, official or employee of the City or CDC-HA shall be personally liable to Habitat, or any successor in interest, in the event of any Default or breach of this Agreement or for any amount which may become due to Habitat or its successors, or on any obligations under the terms of this Agreement.

705. Relationship Between the Parties. It is hereby acknowledged that the relationship between the CDC-HA and Habitat is that of independent contractors and not that of a partnership or joint venture and that the CDC-HA and Habitat shall not be deemed or construed for any purpose to be the agent of the other. Habitat agrees to indemnify, hold harmless and defend the CDC-HA from any claim made against the CDC-HA arising from a claimed relationship of partnership or joint venture between the CDC-HA and Habitat.

706. CDC-HA Amendment of Agreement and Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by the CDC-HA, the Executive Director of the CDC-HA or his or her designee is authorized to act on behalf of the CDC-HA. Furthermore, the Executive Director of the CDC-HA or his or her designee is authorized to amend this Agreement, the Master Declaration and the Master Deed of Trust, and approve any and all alterations, amendments or changes to the Project, without further authorization from the City Council of the City of National City, provided that after such amendment, alteration or change the Property continues to be restricted as affordable housing.

707. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

708. Integration. This Agreement contains the entire understanding between the parties relating to the subject matter of this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral and written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

709. No Real Estate Brokerage Commissions. The CDC-HA and Habitat each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee in connection with Habitat's acquisition of the Property. The parties agree to defend and hold harmless the other party from any claim to any such commission or fee from any broker, agent or finder with respect to this Agreement which is payable by such party.

710. Attorneys' Fees. The parties agree that the prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their expert witness fees, if any, as part of their costs of suit, and reasonable attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("CCP") Section 1033.5

and any other applicable provisions of California law, including, without limitation, the provisions of CCP Section 998.

711. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

712. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others where and when the context so dictates. The word “including” shall be construed as if followed by the words “without limitation.” This Agreement shall be interpreted as though prepared jointly by both parties.

713. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

714. Modifications. Any amendment, alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party (any amendment, alteration, change or modification of this Agreement on behalf of the CDC-HA, including without limitation changes to the economic terms of this Agreement and its exhibits, shall be made on behalf of the CDC-HA by the Executive Director of the CDC-HA in such Executive Director’s sole discretion).

715. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

716. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “holiday” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

717. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

718. Time of Essence. Time is expressly made of the essence with respect to the performance by the CDC-HA and Habitat of each and every obligation and condition of this Agreement.

719. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

720. Conflicts of Interest. No member, official or employee of the City or the CDC-HA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

721. Exhibits and Recitals Incorporated. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The recitals to this Agreement are hereby incorporated in this Agreement by this reference.

722. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

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

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CDC-HA:

Community Development Commission-Housing Authority of the City of National City

By: _____
Brad Raulston, Executive Director

APPROVED AS TO FORM:

By: _____
Jennifer K. Gilman Assistant CDC-HA General Counsel

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

HABITAT:

San Diego Habitat for Humanity, a California non-profit public benefit corporation

By: 
Name: Kwofi Reed
Its: President/CEO

EXHIBIT A

Property Legal Description

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

LOTS 13, 14 AND 15 IN BLOCK 146 OF NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1882.

APN: 559-085-08

RESOLUTION NO. 2022 –

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (“DDA”) WITH SAN DIEGO HABITAT FOR HUMANITY THAT REMOVES THE COMMUNITY LAND TRUST MODEL AND THE SAN DIEGO COMMUNITY LAND TRUST AS A PARTY TO THE DDA IN THE DEVELOPMENT OF SIX AFFORDABLE HOMEOWNERSHIP UNITS AT 405-419 WEST 18TH STREET IN NATIONAL CITY

WHEREAS, the Community Development Commission-Housing Authority (“CDC-HA”) owned that certain real property commonly known as 405-419 West 18th Street in the City of National City (“Property”); and

WHEREAS, San Diego Habitat for Humanity (“Habitat”), a 501(c)3 nonprofit corporation, currently has a HOME CHDO Agreement with the City of National City (“City”) to rehabilitate or develop homeownership opportunities for low-income households in the City; and

WHEREAS, Habitat partnered with San Diego Community Land Trust (“SDCLT”), a 501(c)3 nonprofit corporation, to provide a Community Land Trust model that would create six (6) Affordable Units for sale (“Project”); and

WHEREAS, the on October 2, 2018 a Disposition and Development Agreement (“2018 DDA”) was entered into by the CDC-HA, Habitat and SDCLT; and

WHEREAS, the 2018 DDA established conditions for: (i) the CDC-HA to transfer fee title to the Property to Habitat; (ii) Habitat to construct the Project on the Property; (iii) Habitat to transfer the Property to SDCLT after completion of the Project; and (iv) SDCLT to ground lease each of the Affordable Units to Eligible Persons for an affordable price; and

WHEREAS, during the construction of the Project, the SDCLT expressed financial challenges and withdrew from the 2018 DDA with Habitat and the CDC-HA as they were not sure if they would be viable in the future; and

WHEREAS, amended and restated DDA, amends and restates in its entirety the 2018 DDA and further removes SDCLT as a party to the DDA and terminates its obligations under the 2018 DDA; and

WHEREAS, CDC-HA and Habitat enter into the amended and restated Disposition and Development Agreement (“DDA 2022”); and

WHEREAS, conditions are established for: (i) the CDC-HA to transfer fee title to the Property to Habitat; (ii) Habitat to construct the Project on the Property; (iii) Habitat to sell the Property as Affordable Units to Eligible Persons for an affordable price.

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

Section 1: The amends and restates in its entirety the Disposition and Development Agreement signed on October 2, 2018 (“2018 DDA”) and further removes San Diego Community Land Trust as a party and terminates its obligations under the 2018 DDA.

Section 2: Community Development Commission-Housing Authority (“CDC-HA”) and San Diego Habitat for Humanity (“Habitat”) enter into the amended and restated Disposition and Development Agreement (“DDA 2022”).

Section 3: The DDA 2022 conditions are established for (i) the CDC-HA to transfer fee title to the Property to Habitat; (ii) Habitat to construct the Project on the Property; (iii) Habitat to sell the Property as Affordable Units to Eligible Persons for an affordable price.

Section 4: City Council authorizes the City Manager to execute a 2022 DDA with Habitat.

Section 5: That 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 June, 2022.

Alejandra Sotelo-Solis, Chairwoman

ATTEST:

Brad Raulston, Secretary

APPROVED AS TO FORM:

Charles E. Bell Jr., General Counsel

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, California \(“Housing Authority”\) approving two conditional loan awards for funding requested through the Affordable Housing Notice of Funding Availability \(“NOFA”\) released on October 14, 2021 of Eight Million Dollars \(\\$8,000,000\) to the Union Tower Affordable Housing Project by Wakeland Housing Development and Housing Corporation and Two Million Dollars \(\\$2,000,000\) to the Azuriik Affordable Housing Project by MAAC National City, LP. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 7, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City, California ("Housing Authority") approving two conditional loan awards for funding requested through the Affordable Housing Notice of Funding Availability ("NOFA") released on October 14, 2021 of Eight Million Dollars (\$8,000,000) to the Union Tower Affordable Housing Project by Wakeland Housing Development and Housing Corporation and Two Million Dollars (\$2,000,000) to the Azuriik Affordable Housing Project by MAAC National City, LP.

DEPARTMENT: Housing Authority

PREPARED BY: Carlos Aguirre, Director

APPROVED BY: 

PHONE: (619) 336-4391

EXPLANATION:

See Attachment No. 1

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

501-419-462-650-*

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

ENVIRONMENTAL REVIEW:

APPROVED: _____

MIS

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Not Applicable.

ATTACHMENTS:

1. Staff Report and Exhibits
2. Resolution

**Community Development Commission-Housing Authority of the City of National City
Staff Report
June 7, 2022**

Resolution of the Community Development Commission-Housing Authority of the City of National City, California (“Housing Authority”) approving two conditional loan awards for funding requested through the Affordable Housing Notice of Funding Availability (“NOFA”) released on October 14, 2021 of Eight Million Dollars (\$8,000,000) to the Union Tower Affordable Housing Project by Wakeland Housing Development and Housing Corporation and Two Million Dollars (\$2,000,000) to the Azuriik Affordable Housing Project by MAAC National City, LP.

Staff Recommendation

1. Initiate the underwriting process and development of loan documents to award a loan of up to \$8,000,000 for the following Affordable Housing New Construction Project – Union Tower.
2. Initiate the underwriting process and development of loan documents to award a loan of up to \$2,000,000 for the following Affordable Housing New Construction Project – Azuriik; and

Executive Summary

This 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 developments to apply for \$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, leverage outside resources, 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. Additional details regarding the projects can be found in **Exhibit 3** and **Exhibit 4**.

An addendum to the NOFA was issued on April 7, 2022 to include a financial feasibility and gap analysis of the two applications to help determine the funding recommendations (**Exhibit 2**). No new applications were accepted per the addendum. The two applicants had an opportunity to provide additional financial information such as an updated pro forma and status of funding sources as part of the financial feasibility and gap analysis process.

The financial gap analysis concluded that it is comparatively more likely that the Azuriik proposal may be developed without some or all of the Housing Authority’s financial support, and comparatively less likely that the Union Tower proposal may be developed without some or all of the Housing Authority’s financial support. Other key findings included that both applications’ costs are credible despite appearing elevated due to current construction cost trends. Additionally, the analysis found that Union Tower is more financially efficient than Azuriik.

Table 1 provides the final point score, amount requested, and the provisional amount awarded for the submitted applications.

Table 1. Application Final Point Score and Funding Recommendation

Applicant	Project Name	Site Address	Total Units	Total Affordable Units	Final Point Score	Funding Recommendation
MAAC National City, LP	Azuriik	233 Roosevelt Avenue National City	400	396	120	\$2,000,000
Wakeland Housing and Development Corporation	Union Tower	2313 F Avenue National City	94	93	116	\$8,000,000

The recommended action will initiate the underwriting process and development of loan documents to award the following loan amounts:

- a loan of up to \$8,000,000 to Union Tower, 2313 F Avenue (Wakeland Housing and Development Corporation); and
- a loan of up to \$2,000,000 to Azuriik, 233 Roosevelt Avenue (MAAC National City, LP).

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).

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 Housing Authority for the development of a project are not eligible to apply for the same project.

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. An addendum was issued on April 7, 2022, which added a financial feasibility and gap analysis to the review of the applications.

Table 2. Summary of Applications Submitted

Project Name	Project Description	Site Address	Total Units	Total Development Cost ¹	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	\$53 million	\$8 million
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	\$236.2 million	\$10 million

Notes: (1) Development cost and amount requested reflects the applicant's recent pro forma and amount request that was submitted part of the financial feasibility and gap analysis.

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.
- 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.

Table 3. Evaluation Criteria

Criteria
1. Readiness
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> a. Income Targeting b. Unit Size
7. Collaboration & Planning
<ul style="list-style-type: none"> 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.

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

Financial Feasibility and Gap Analysis

A financial feasibility and gap analysis with additional financial information from the submitted applications was conducted to help determine the funding recommendations. An updated pro forma and financial material was requested and provided by both applicants. The financial feasibility and gap analysis reviewed their previously submitted pro forma in addition to the newly submitted pro forma. Consistent with the original terms of the NOFA, the financial feasibility and gap analysis included prevailing wage requirements.

Based on the review of the submitted financial material including the updated pro forma, it was found that both proposals have elevated costs, though such costs are likely the reality given broad inflationary pressures currently being experienced throughout the economy. The Azuriik proposal provides an amenity rich high-rise building with significantly more, though smaller units (81% are one-bedroom or studio units), while the Union Tower proposal provides a more traditional mid-rise building with some amenities, and a greater distribution of larger units.

Notable elements of the Azuriik development pro forma include a land cost of \$16.0 million (\$16.5 including offsite costs), direct construction costs of \$691 per net residential square foot (\$535 per gross building square foot excluding parking area), and a developer fee of \$28.1 million. The total development cost is estimated to be \$236.2 million.

Notable elements of the Union Tower development pro forma include no land cost (\$290,000 including demolition, holding, and title costs), direct construction costs of \$588 per net residential square foot (\$558 per gross building square foot excluding parking area), and a developer fee of \$2.5 million. The total development costs is estimated to be \$53.0 million.

As part of the financial feasibility and gap analysis, pro proforma for area affordable housing projected recently awarded allocations of Low Income Housing Tax Credits (“LIHTC”) from the California Tax Credit Allocation Committee (“CTAC”) were reviewed to provide some reference points for cost comparison and benchmarking. A total of six projects were identified for comparison purposes. Of the six, five were

proximate to National City and funded in the 2021 CTAC allocation cycle. The sixth is a project in the City of Los Angeles funded in 2020, and unlike the others identified, is for a high-rise building.

Through the financial feasibility and gap analysis, it was determined that the pro forma costs in both proposals appear elevated, though credible given the development programs proposed and current construction cost trends. Overall, it was found that the Union Tower proposal to be more efficient financially, with lower costs per unit, per bedroom (whether studios are weighted at 0.75 bedrooms per unit, or 1.0 bedroom per unit), and per square foot. This lower cost structure is heavily attributed to the difference in building types between the two proposals. To a relatively minor extent, the superior amenities package of the Azuriik proposal may also drive some of the cost difference.

Given the information reviewed and absent additional funding sources, it is anticipated that it is comparatively more likely that the Azuriik proposal may be developed without some or all of the Housing Authority's financial support, and comparatively less likely that the Union Tower proposal may be developed without the amount of funding recommended by this report.

Next Steps

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 Housing Authority's legal counsel. This conditional commitment of funds is subject to final underwriting and the approval of all loan documents 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. NOFA Addendum No. 1 (Issued April 7, 2022)
3. Azuriik - Cover Letters and Application Forms
4. 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

Table of Contents

1.0	Overview and General Information	4
1.1	Process and Timeline	6
2.0	Requirements.....	6
2.1	Eligibility.....	6
2.1.1	Eligible Applicants	6
2.1.2	Eligible & Ineligible Activities and Costs	7
2.2	Loan Terms and Underwriting	7
2.2.1	Limitations on Swapping Awards.....	12
2.2.2	Loan Commitment Reservation Period.....	12
2.2.3	Loan Termination or Reduction	12
2.3	Affordability Targeting.....	12
2.3.1	Minimum Affordability – Rental Projects	13
2.3.2	Minimum Affordability – Ownership Projects	13
2.4	Financing Guidelines	13
2.4.1	Minimum and Maximum Loan Amounts	13
2.4.2	Construction Contingency.....	14
2.4.3	Maximum Per-Unit Total Development Costs (TDC)	14
2.5	Developer Fee Limit	14
3.0	Evaluation Criteria.....	14
3.1	READINESS (maximum 45 points).....	15
3.2	DEVELOPER EXPERIENCE AND CAPACITY (maximum 35 points)	16
3.3	PROJECT BUDGET (maximum 15 points)	18
3.4	AMENITIES & COMMUNITY SPACE (maximum 5 points).....	18
3.5	LOCATION (maximum 25 points)	18
3.6	TARGET POPULATION AND PROJECT ATTRIBUTES (maximum 15 points).....	19
3.7	COLLABORATION AND PLANNING (maximum 15 points).....	20
4.0	Application	21
4.1	Cover letter	21
4.2	Application	21
4.2.1	Application Information & Project Summary.....	22
4.2.2	Development Team Members Resume & Capacity	22

4.2.3 Applicant Experience and References..... 22

4.2.4 Site Control and Demonstration of Value..... 23

4.2.5 Zoning..... 23

4.2.5 Tenant Relocation 23

4.2.6 Evidence of Construction Scope and Cost Estimate 24

4.2.7 Commercial Space Funding..... 24

4.2.8 Other Funding Sources..... 24

4.2.9 Project Timeline 24

4.3 Project Narrative 24

4.4 Project Vicinity Map..... 25

 4.4.1 Project Maps of High-Quality Transit and Community Services..... 25

4.5 Project Pro forma..... 25

4.6 Outreach Efforts..... 26

4.7 Neighborhood and Local Government Support..... 26

4.8 Preliminary Management and Marketing Plan..... 26

4.9 Market Demand 27

4.10 Applicant Financial Statements/capacity..... 28

5.0 Application Attachments 28

 Attachment A – Area Median Income Limits for San Diego County, CTCAC Rent Limits, Monthly Utility Allowances 29

 Attachment B – Affordable Home Price..... 31

 Attachment C – Map of Low and Moderate-Income Areas in National City 32

 Attachment D – Application Checklist 33

 Attachment E – Application Form..... 34

 Attachment F – Developer Experience Worksheets 35

 Attachment G – Developer Capacity Worksheets 37

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

<p>Fee</p>	<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.
<p>Financing Gap</p>	<p>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.</p>
<p>General Contractor</p>	<p>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.</p>
<p>Insurance</p>	<p>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.</p>
<p>Interest</p>	<p>4 percent simple interest</p>
<p>Limited Partnership Fee Limits (Tax Credit Financed Projects)</p>	<p>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.</p>
<p>Loan Amount</p>	<p>Negotiable</p>

<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
---	-----------

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/completed 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)

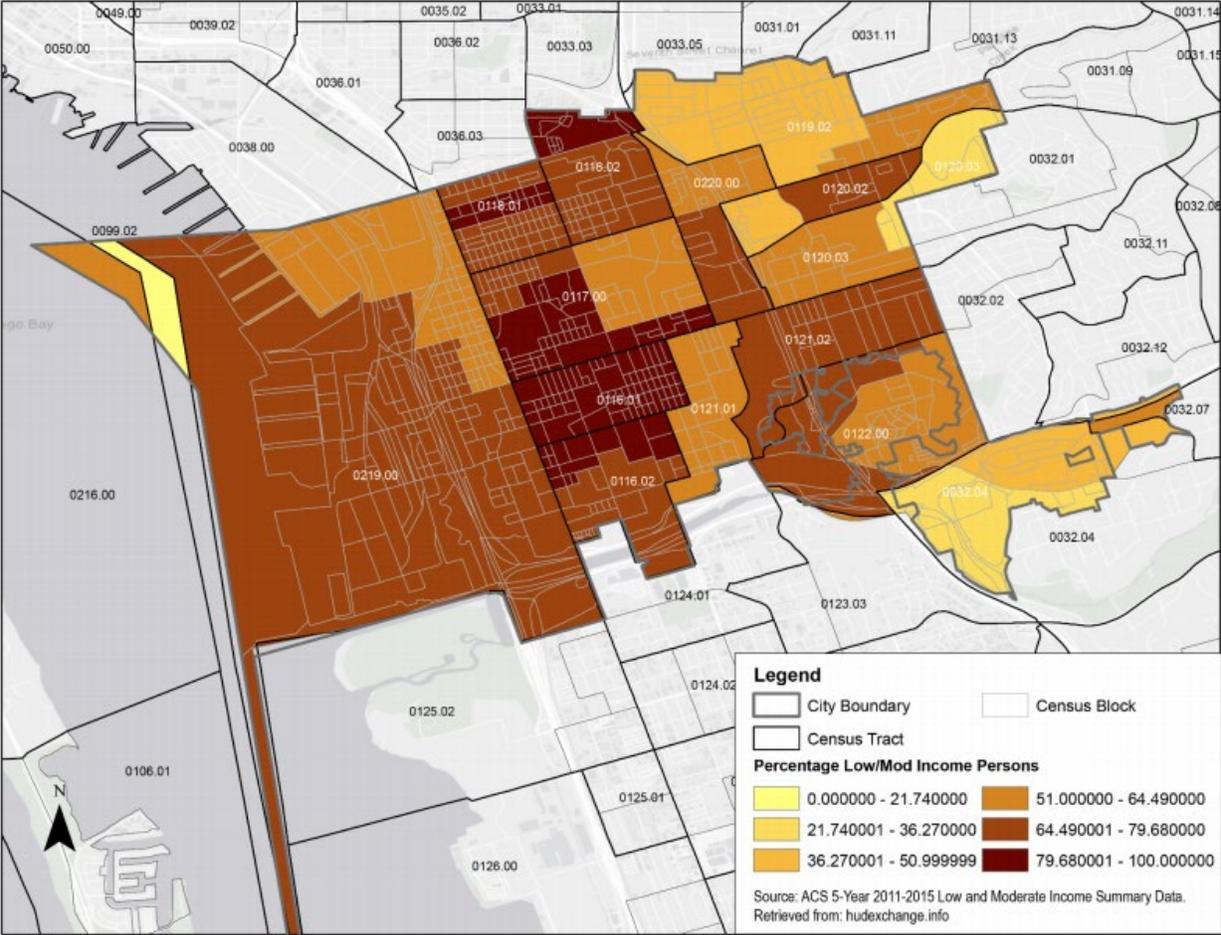
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating						
Gas	3	4	5	6	8	9
Electric	5	8	10	12	15	17
Cooking						
Gas	2	2	3	4	5	5
Electric	3	4	6	7	9	10
Water Heating						
Gas	6	9	11	13	17	20
Electric	11	16	20	24	31	36
Other Electric						
Lights, etc.	17	24	30	37	47	54
Water	57	80	103	126	160	183
Sewer	18	25	32	39	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

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)	

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>				

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)			

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						

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	

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				

Addendum No. 1

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

NOFA Issue Date: October 18, 2021

Addendum Issue Date: April 7, 2022

The Notice of Funding Availability (NOFA) for Affordable Housing is modified as outlined in this Addendum. The original NOFA remains in full effect except as modified by this Addendum, which is hereby made part of the NOFA. This Addendum is issued to inform applicants of an additional review process for their submitted application. In case of a conflict between requirements in the NOFA and this Addendum, this Addendum shall govern. All requirements set forth in the applicable portions in the NOFA Documents remain valid unless otherwise specified under this Addendum. The Housing Authority reserves the right to reject any and all submittals.

The following are additions to NOFA:

NOFA SECTION 1.0 OVERVIEW AND GENERAL INFORMATION

Application Selection

NOFA SECTION 1.1 PROCESS AND TIMELINE

- A financial feasibility and gap analysis that may need additional financial information from the submitted applications will be conducted to help determine the funding recommendations. Consistent with the original terms of the NOFA, the financial feasibility and gap analysis will include prevailing wage requirements.
- No additional applications will be considered, and staff intends to present funding recommendations to City Council for approval by June 7, 2022. Recommendation for approval from staff does not constitute an award of a loan.

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

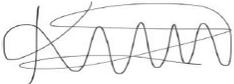
By: 
 Kursat Misirlioglu, CEO
kursatm@mirkainvest.com
 619-599-3852



Exhibit 3

Administrative Offices

1355 Third Avenue
Chula Vista, CA 91911
(619) 426-3595

North Campus

956 Vale Terrace Drive
Vista, CA 92084
(760) 471-4210

www.MAACproject.org

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.

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 IBR/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: 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

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)	

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>				

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)			

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						

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	

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

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)	

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>				

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)			

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						

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	

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)

RESOLUTION NO. 2022 -

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA (“HOUSING AUTHORITY”) APPROVING TWO CONDITIONAL LOAN AWARDS FOR FUNDING REQUESTED THROUGH THE AFFORDABLE HOUSING NOTICE OF FUNDING AVAILABILITY (“NOFA”) RELEASED ON OCTOBER 14, 2021 OF EIGHT MILLION DOLLARS (\$8,000,000) TO THE UNION TOWER AFFORDABLE HOUSING PROJECT BY WAKELAND HOUSING DEVELOPMENT AND HOUSING CORPORATION AND TWO MILLION DOLLARS (\$2,000,000) TO THE AZURIK AFFORDABLE HOUSING PROJECT BY MAAC NATIONAL CITY, LP

WHEREAS, a Notice of Funding Availability (NOFA) for up to \$10,000,000 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 Community Development Commission-Housing Authority of the City of National City, California (“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 \$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; 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; and

WHEREAS, a funding request for \$10,000,000 was made by MAAC National City, LP, for the Azuriik Project for 400 housing units to be developed at 233 Roosevelt Avenue in National City and a request for \$8,000,000 was made by Wakeland Housing and Development Corporation for the Union Tower Project for 94 housing units to be developed at 2313 “F” Avenue in National City, California; and

WHEREAS, 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, the Housing Authority issued Addendum No. 1 to the NOFA on April 7, 2022 to include a financial feasibility and gap analysis of the two applications to help determine the funding recommendations; and

WHEREAS, the financial feasibility and gap analysis concluded that it is comparatively more likely that the Azuriik proposal may be developed without some or all of the Housing Authority’s financial support, and comparatively less likely that the Union Tower proposal may be developed without some or all of the Housing Authority’s financial support.

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

Section 1: Approves two conditional loan awards for funding requested through the Affordable Housing Notice of Funding Availability (“NOFA”) released on October 14, 2021 of Eight Million Dollars (\$8,000,000) to the Union Tower Affordable Housing Project by Wakeland Housing Development and Housing Corporation and Two Million Dollars (\$2,000,000) to the Azuriik Affordable Housing Project by MAAC National City, LP.

Section 2: Once each project has secured its financing including remaining gap funding sources, Housing Authority staff and its financial consultants will underwrite the final loan amounts and draft loan documents for approval by the developer of each project and General Counsel of the Housing Authority.

Section 3: The loan award is not final until all necessary loan documents are approved by the Housing Authority.

Section 4: That 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 June, 2022.

Alejandra Sotelo-Solis, Chairwoman

ATTEST:

Brad Raulston, Secretary

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 # ____
06/07/22

City Manager Report

(City Manager)

The following page(s) contain the backup material for Agenda Item: [City Council Policy #105 request to agendaize at a future meeting repealing or amending National City Municipal Code Title 11, Chapter 11.68 – Cruising Ordinance - Councilmember Jose Rodriguez.](#)
Please scroll down to view the backup material.

Item # ____

06/07/22

**City Council Policy #105 request to agendize at a future meeting
repealing or amending National City Municipal Code
Title 11, Chapter 11.68 – Cruising Ordinance**

(Councilmember Jose Rodriguez)



CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: Council Member Rodriguez

Today's Date: Tuesday, May 24th, 2022

Is this matter considered Time-Sensitive by another entity deadline? Yes

WRITTEN REQUEST

I, Council Member Rodriguez hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

Discuss repealing or amending the Chapter 11.68 - CRUISING Ordinance

The following page(s) contain the backup material for Agenda Item: [City Council Policy #105 request to agendaize at a future meeting that the City Manager/Administrative Services Director provide an update on current employee retention and recruitment efforts - Vice Mayor Marcus Bush.](#)

Please scroll down to view the backup material.

Item # ____

06/07/22

**City Council Policy #105 request to agendize at a future meeting
City Manager/Administrative Services Director update on current
employee retention and recruitment efforts**

(Vice Mayor Marcus Bush)



CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: Marcus Bush

Today's Date: May 31, 2022

Is this matter considered Time-Sensitive by another entity deadline? No

WRITTEN REQUEST

I, Marcus Bush, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

City Manager/Administrative Services Director update on current employee retention and recruitment efforts.
