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

COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, MARCH 5, 2019 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

RON MORRISON
Vice Mayor

JERRY CANO
Councilmember

GONZALO QUINTERO
Councilmember

MONA RIOS
Councilmember

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

Meeting agendas and minutes available on web

WWW.NATIONALCITYCA.GOV

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 at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

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

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

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

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

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 Lunar New Year and the 30th Anniversary of Chan Dong Oriental Supermarket

2. National City Recognizes World Kidney Day

3. National City Celebrates MANA de San Diego and Women's History Month

AWARDS AND RECOGNITIONS

PRESENTATIONS

4. SANDAG Presentation (title to be revised)

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

5. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

6. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of September 4, 2018. (City Clerk)

7. Resolution of the City Council of the City of National City Approving the Memorandum of Understanding (MOU) between the National City Police Officers Association (NCPOA). (Human Resources)

8. Resolution of the City Council of the City of National City: 1) accepting the work performed by Eagle Paving Company, Inc. for the Citywide Pedestrian Midblock Crossing Enhancements Project, CIP No. 17-05; 2) approving the final contract amount of $1,230,799.72; 3) ratifying the release of retention in the amount of $61,539.99; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)

9. Resolution of the City Council of the City of National City approving the establishment of Engineering Grants Fund appropriations and corresponding revenue budgets for seven projects funded through the San Diego Associations of Governments (SANDAG) Active Transportation Grant Program (ATGP) and Smart Growth Incentive Program (SGIP). (Engineering/Public Works)

10. Resolution of the City Council of the City of National City to support participation in the 2020 Census. (City Manager)

11. Temporary Use Permit – 'Every Fifteen Minutes' hosted by the National City Police Department at Sweetwater High School from April 30, 2019 to May 1, 2019. (Neighborhood Services)

12. Warrant Register #30 for the period of 01/16/19 through 01/22/19 in the amount of $620,701.42. (Finance)

13. Warrant Register #31 for the period of 01/23/19 through 01/29/19 in the amount of $1,632,010.44. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

14. Resolution of the City Council of the City of National City approving the Mayor to execute 1) the Agreement for Surrender and Termination of Lease between the San Diego Unified Port District and the City of National City for the property known as the National City Aquatic Center located at 3300 Goesno Place; 2) the Quitclaim Deed; and 3) the Assignment of the Coastal Development Permit. (Community Services)

15. Resolution of the City Council of the City of National City authorizing the City Manager to execute a Lease Agreement with Morgan Tower Housing Associates, L.P. for the George H. Waters Nutrition Center, located at 1415 "D" Avenue in National City, for an initial term of 10 years with automatic renewals for successive five (5) year terms ending 99 years after the Commencement Date of the Lease at a rent of $1.00 per year; and authorizing the City Manager to execute a Nutrition Center Funding Agreement with the Community Development Commission-Housing

Authority of the City of National City for the purpose of funding the operation of said Nutrition Center in the amount of $475,000 for the first year and increased by 3.5% each year thereafter for a total of fifty-five (55) years. (Housing & Economic Development)

16. Resolution of the City Council of the City of National City authorizing the City Manager to execute a "Notice of Termination of Covenant and Agreement to Hold Property as One Parcel" separating the Kimball Senior Center parcel located at 1221 "D" Avenue from the Kimball Tower parcel located at 1317 "D" Avenue. (Housing & Economic Development)

NEW BUSINESS

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

17. Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Nutrition Center Funding Agreement with the City of National City for the purpose of funding the operation of the George H. Waters Nutrition Center, located at 1415 "D" Avenue in National City, in the amount of $475,000 for the first annual payment and increased by 3.5% each year thereafter for a total of fifty-five (55) years. (Housing & Economic Development)

18. Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a "Notice of Termination of Covenant and Agreement to Hold Property as One Parcel" separating the Kimball Senior Center parcel located at 1221 D Avenue from the Kimball Tower parcel located at 1317 "D" Avenue. (Housing & Economic Development)

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

19. Update on ActiveNet, a recreation management software that manages reservations, registrations, payments, and marketing. (Community Services)

20. 2018 Housing Element Annual Progress Report pursuant to California Government Code Section 65400. (Planning)

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - March 19, 2019 - 6:00 p.m. - Council Chamber - National City, California.

The following page(s) contain the backup material for Agenda Item: National City Celebrates Lunar New Year and the 30th Anniversary of Chan Dong Oriental Supermarket
Please scroll down to view the backup material.

Item # ___

03/05/19

National City Celebrates Lunar New Year and the 30th Anniversary of Chan Dong Oriental Supermarket

Proclamation Forthcoming

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Please scroll down to view the backup material.

Item # ___
03/05/19

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES 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 the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of September 4, 2018. (City Clerk)
Please scroll down to view the backup material.

Item # ___
03/05/19

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF SEPTEMBER 4, 2018.

(City Clerk)

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

September 4, 2018

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:14 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Denham, Duong, Mosley, Parra, Pedone, Raulston, Roberts, Tellez, Vergara, Yano, Ybarra.
Others present: City Treasurer Mitch Beauchamp.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Debra Kelley, American Lung Association, provided an update on the previous discussions regarding e-cigarettes and suggested an ordinance or policy regulating the use of e-cigarettes in National City.

Jill Ann Milligan, National City, spoke about ongoing parking problems occurring in her neighborhood of 'M' Avenue.

The following speakers spoke on Civil Rights and the Earl McNeil case: Amie Zamudio, Rick Bramhall, Art Fusco, Yusef Miller, Catherine Mendoca, Marie Little, Monica Cortez, Tasha Williamson, Brittany McCline, Tonatiuh Ornelas, Walter Cameron, Aaryn Belfer, Renee Wade, Terrie Best, Andrea Beth Damsky, Aeiramique Blakee, Marcus Boyd, Darwin Fishman, Loxie Gant, Mark Lane, Steve Dorner, Julie Corrales, Ali Mehraban, Diamond Wallace.

The following speakers spoke on the recent news article regarding City rent payments from the Rotary Club: Maria Lucero and Sandra Luviano.

Margaret Godshalk, National City, spoke on ongoing and unresolved issues with idling trucks in her neighborhood and asked for more enforcement.

PROCLAMATIONS

PROCLAMATION ADMIN (102-2-1)

1. Workplace Gender Equity Day

ACTION: This item was postponed.

AWARDS AND RECOGNITIONS

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019 (102-10-14)

2. Introduction of New Employee - Ray Stryker, Housing Specialist. (Housing & Economic Development)

ACTION: This item was postponed.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 3 (NCMC), Item No. 4 through 13 (Resolution Nos. 2018-149 through 2018-158), Item No. 14 (Temporary Use Permit), Item Nos. 15 through 22 (Warrant Registers). Motion by Sotelo-Solis, seconded by Mendivil, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2018 (506-2-33)

3. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

GRANT / PUBLIC SAFETY (206-4-27)

4. Resolution No. 2018-149. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING FUNDS IN THE AMOUNT OF $2,500 FROM SDG&E'S 2018 SAFE SAN DIEGO INITIATIVE THROUGH THE BURN INSTITUTE, A 501(C) (3) NON-PROFIT ORGANIZATION, FOR THE NATIONAL CITY COMMUNITY EMERGENCY RESPONSE TEAM (CERT) TO RECRUIT, ADMINISTER, AND PROMOTE CERT TRAINING IN NATIONAL CITY, AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET. (Fire)

ACTION: Adopted. See above.

CONTRACT (C2018-1)
CITY - OWNED LAND / SALE - LEASE (1001-1-1)

5. Resolution No. 2018-150. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RATIFICATION OF AND FIRST AMENDMENT TO A REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS PERTAINING TO THE SALE OF THE PROPERTY LOCATED AT 130 EAST 8TH STREET IN NATIONAL CITY TO PROTEA NATIONAL CITY, LLC, ADDING

CONSENT CALENDAR (cont.)

CONTRACT (C2018-1)
CITY - OWNED LAND / SALE - LEASE (1001-1-1)

5. Resolution No. 2018-150 (continued).
EXHIBIT "B-1" AND EXTENDING THE CLOSE OF ESCROW FOR 6 MONTHS, EXPIRING MARCH 1, 2019; AND AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE UP TO TWO ADDITIONAL AMENDMENTS, EACH EXTENDING THE TERM OF THE AGREEMENT BY 90-DAYS. (Housing & Economic Development)
ACTION: Adopted. See above.

CONTRACT (C2010-3)

6. Resolution No. 2018-151. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND CLAIMS MANAGEMENT ASSOCIATES, INC. (CMA), TO INCREASE THE HOURLY BILLING RATE FROM $90 PER HOUR TO $100 PER HOUR TO PROVIDE LIABILITY RISK MANAGEMENT, CLAIMS ADJUSTING AND INVESTIGATIVE SERVICES, WHICH INCREASES THE AGREEMENT BY $10,000, RESULTING IN A TOTAL NOT TO EXCEED AGREEMENT AMOUNT INCREASE FROM $150,000 TO $160,000. (City Attorney)
ACTION: Adopted. See above.

CONTRACT (C2017-48)

7. Resolution No. 2018-152. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY PALM ENGINEERING CONSTRUCTION COMPANY, INC. FOR THE WESTSIDE MOBILITY IMPROVEMENTS PROJECT, CIP NO. 17-04; 2) APPROVING THE FINAL CONTRACT AMOUNT OF $2,096,000.70; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF $104,800.03; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)
ACTION: Adopted. See above.

CONTRACT (C2018-52)

8. Resolution No. 2018-153. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDING A CONTRACT TO BERT W. SALAS, INC. IN THE NOT-TO-EXCEED AMOUNT OF $334,056 FOR THE LAS PALMAS STORM DRAIN REPAIR PROJECT, CIP NO. 17-16; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT UP TO $50,108.40 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)
ACTION: Adopted. See above.

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CONSENT CALENDAR (cont.)

CONTRACT (C2009-01)

9. Resolution No. 2018-154. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HARRIS & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, PREPARATION OF RECORD DRAWINGS, FOR THE PARADISE CREEK BIOFILTRATION PROJECT FOR A NOT-TO-EXCEED AMOUNT OF $100,000. (Engineering/Public Works)

   ACTION: Adopted. See above.

CONTRACT (C2016-40)

10. Resolution No. 2018-155. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE TWO-YEAR AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC., TO EXTEND THE TERM OF THE AGREEMENT BY ONE YEAR, EXPIRING JUNE 30, 2019, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, CIVIL ENGINEERING, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES. (Engineering/Public Works)

   ACTION: Adopted. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

11. Resolution No. 2018-156. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: (1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO PIGGYBACK ONTO U.S. GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT #GS-30F-0003T TO AWARD THE PURCHASE OF ONE CMT-100 MIXING TRAILER TO CART-AWAY CONCRETE IN AN AMOUNT NOT TO EXCEED $24,390.48, AND (2) APPROPRIATE $9,390.48 IN THE EQUIPMENT REPLACEMENT RESERVE FROM THE SEWER SERVICE FUND FUND BALANCE TO APPLY TOWARD THE PURCHASE. (Engineering/Public Works)

   ACTION: Adopted. See above.

CONTRACT (C2018-51)

12. Resolution No. 2018-157. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. N010 REV. 1 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE SAFE ROUTES TO SCHOOL (SRTS) PEDESTRIAN ENHANCEMENTS PROJECT TO

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CONSENT CALENDAR (cont.)

CONTRACT (C2018-51)

12. Resolution No. 2018-157 (continued).
ALLOW FOR REIMBURSEMENT OF UP TO $350,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE FEDERAL ACTIVE TRANSPORTATION PROGRAM (ATP). (Engineering/Public Works)
ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN 2018 (801-2-40)

13. Resolution No. 2018-158. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF TIME-RESTRICTED "NO PARKING STREET SWEEPING" SIGNS "TUESDAY, 9:00 AM TO 10:00 AM," WITH THE EXCEPTION OF CITY HOLIDAYS ON 2400-2500 BLOCK OF "I" AVENUE (TSC 2018-17). (Engineering/Public Works)
ACTION: Adopted. See above.

TEMPORARY USE PERMITS 2018 (203-1-34)

14. Temporary Use Permit – St. Mary's Annual Fall Festival hosted by St. Mary's Catholic Church on Sunday, October 7, 2018 at the parish grounds located between E. 8th Street and "E" Avenue from 7 a.m. to 7 p.m. with no waiver of fees. (Neighborhood Services)
ACTION: Adopted. See above.

WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)

15. Warrant Register #51 for the period of 06/13/18 through 06/19/18 in the amount of $2,572,034.65. (Finance)
ACTION: Ratified. See above.

16. Warrant Register #52 for the period of 06/20/18 through 06/26/18 in the amount of $420,448.36. (Finance)
ACTION: Ratified. See above.

17. Warrant Register #1 for the period of 06/27/18 through 07/03/18 in the amount of $3,650,138.97. (Finance)
ACTION: Ratified. See above.

18. Warrant Register #2 for the period of 07/04/18 through 07/10/18 in the amount of $625,110.48. (Finance)
ACTION: Ratified. See above.

19. Warrant Register #3 for the period of 07/11/18 through 07/17/18 in the amount of $2,624,474.40. (Finance)
ACTION: Ratified. See above.

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CONSENT CALENDAR (cont.)

WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)

20. Warrant Register #4 for the period of 07/18/18 through 07/24/18 in the amount of $703,621.25. (Finance)
    ACTION: Ratified. See above.
21. Warrant Register #5 for the period of 07/25/18 through 07/31/18 in the amount of $1,644,095.21. (Finance)
    ACTION: Ratified. See above.
22. Warrant Register #6 for the period of 08/01/18 through 08/07/18 in the amount of $6,959,766.26. (Finance)
    ACTION: Ratified. See above.

NON CONSENT RESOLUTIONS

CONTRACT (C98-8)
SEWER REG WASTEWATER DISPOSAL AGREEMENT (906-1-10)

23. Resolution No. 2018-159. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE, THE AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MODIFIED AGREEMENT SHOULD THE CITY ATTORNEY DETERMINE THAT THE ANTICIPATED REQUESTS FOR MODIFICATIONS ARE NON-SUBSTANTIVE AND DO NOT ADVERSELY AFFECT THE CITY OF NATIONAL CITY. (Engineering/Public Works)
    RECOMMENDATION: Adopt Resolution.
    TESTIMONY: None.
    ACTION: Motion by Sotelo-Solis, seconded by Rios, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Absent: None. Abstain: Cano.

COUNCIL POLICY ADMIN (102-13-1)

24. Resolution No. 2018-160. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING CITY COUNCIL POLICY #119 - CODE OF ETHICS AND CONDUCT FOR ELECTED OFFICIALS, COUNCIL APPOINTED OFFICIALS AND MEMBERS OF CITY BOARDS, COMMISSIONS AND COMMITTEES. (City Manager)
    RECOMMENDATION: Adopt the Resolution.
    TESTIMONY: None.
    ACTION: Motion by Mendivil, seconded by Sotelo-Solis, to adopt the Resolution. Carried by unanimous vote.

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NEW BUSINESS

CONDITIONAL USE PERMITS 2018 (403-32-2)

25. Notice of Decision – Planning Commission approval of a Conditional Use Permit for the off-site sale of beer and wine at a new retail store (My Goody's) located at 2424 Hoover Ave. Suite 'E' (Applicant: Rane Boulton) (Case File 2018-12 CUP) (Planning)
RECOMMENDATION: File the Notice of Decision.
TESTIMONY: None.
ACTION: Motion by Mendivil, seconded by Cano, to file the Notice of Decision. Carried by unanimous vote.

LEAGUE OF CA CITIES ADMIN (104-2-1)

26. City Council review and direction on League of California Cities 2018 Annual Conference Resolutions: (1) "A Resolution of the League of California Cities Calling upon the League to respond to the increasing vulnerabilities to Local Municipal Authority, Control and Revenue and explore the preparation of a Ballot Measure and/or Constitutional Amendment that would further strengthen local democracy and authority"; (2) "A Resolution of the League of California Cities declaring its commitment to support the repeal of preemption in California Food and Agriculture Code 11501.1 that prevents local governments from regulating pesticides." (City Manager)
RECOMMENDATION: Support the League's resolutions.
TESTIMONY: None.
ACTION: Motion by Rios, seconded by Sotelo-Solis, to bifurcate the items. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: Cano. Absent: None. Abstain: None.
Motion by Rios, seconded by Sotelo-Solis, to deny the Resolution. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Absent: None. Abstain: None.
Motion by Mendivil, seconded by Cano, to approve item #1. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Absent: None. Abstain: None.
Motion by Mendivil, seconded by Cano, to approve item #2. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Absent: None. Abstain: None.

CITY COUNCIL ADMIN (102-16-1)

27. City Council discussion and direction of possible future actions based on the findings of the investigation into the allegations against Councilmember Cano and the allegation against Councilmember Rios. (City Attorney)
RECOMMENDATION: Various options and available courses of action were outlined by the City Attorney.

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NEW BUSINESS (cont.)

CITY COUNCIL ADMIN (102-16-1)

27. City Council discussion and direction (continued)

TESTIMONY: Acting City Attorney Nicole Pedone advised Councilmember Cano to recuse himself and leave the Council Chamber. Councilmember Cano stated for the record that he is recusing himself under protest and left the Council Chamber.

Diamond Wallace, representative of Assemblywoman Lorena Gonzalez-Fletcher, read a statement of support for Councilmember Rios and called for Councilmember Cano to step down.

Gloria Jean-Nieto, National City, expressed her concerns and asked for an apology from Member Cano and payment of all money owed.

Attorney Cory Briggs, spoke on behalf of and in defense of his client, Councilmember Rios. He proposed that the City Council adopt a resolution asking Mr. Cano to apologize in writing to Member Rios and to acknowledge that his accusations against her were false.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to bifurcate the issues (allegations). Motion carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Absent: None. Abstain: Cano.

Motion by Sotelo-Solis, seconded by Rios that the City Council proceed with a censure of Member Cano in the form of Resolution to be prepared by legal counsel for adoption by the City Council. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Mendivil, Morrison. Absent: None. Abstain: Cano.

Councilmember Rios said she would be recusing herself from participating in consideration of the next item and left the Council Chamber.

Motion by Sotelo-Solis, to move forward for a public and written apology by Councilmember Cano to Councilmember Rios during a public City Council meeting. Motion died for lack of a second.

Motion by Morrison, seconded by Mendivil, to take no action on the harassment allegations. Motion carried by the following vote, to-wit: Ayes: Mendivil, Morrison. Nays: Sotelo-Solis. Absent: None. Abstain: Cano, Rios.

Members Cano and Rios returned to the Council Chamber.

COUNCIL POLICY ADMIN (102-13-1)

28. City Council discussion and direction on City Council Policy #104 - Conduct of City Council Meetings. (City Manager)

RECOMMENDATION: Amend City Council Policy #104 to include (a) general procedures for the conduct of public meetings, including rules of order and decorum, meeting schedule and length of meetings; (b)

TESTIMONY: Attorney Cory Briggs, San Diego, expressed his displeasure with how the City Council meetings are conducted.

NEW BUSINESS (cont.)

COUNCIL POLICY ADMIN (102-13-1)

28. City Council discussion and direction (continued)

ACTION: Staff was requested to collect additional information and survey the practices in other cities on the various suggestions and topics discussed. There was no vote.

C. REPORTS

STAFF REPORTS

City Manager Leslie Deese thanked the City's IT Staff, and the Swagit Company contract engineer and team for staying through the Council meeting and helping with the new audio/video system.

Mayor Morrison also thanked the Swagit team for working all through the August recess.

MAYOR AND CITY COUNCIL

CITY COUNCIL ADMIN (102-16-1)

29. City Council discussion and direction on a Resolution in Support of Working People (Janus v. AFSCME Council 31). (Councilmember Rios)

ACTION: Item #29 was pulled from the agenda.

Mayor Morrison requested an update on the condition of City Attorney Angil Morris-Jones. City Manager Deese responded that she is recuperating from a serious automobile accident and is in good spirits. In her absence Nicole Pedone will be Acting City Attorney and Robby Contreras will be Acting Senior Assistant City Attorney.

Vice Mayor Mendivil spoke on four items: 1) praying for City Attorney Angil Morris-Jones recovery from her accident; 2) he suggested that each Councilmember take a turn conducting a Council Meetings to experience how difficult it is to run a meeting; 3) vowed that he will finish strong all the way through December 4th when his term ends; 4) expressed his concerns about allegations regarding Councilmember Rios and former Planning Commission Chairman Marcus Bush relative to their lack of leadership while serving as president of the Rotary Club and asked for an outside party to investigate.
Motion by Mendivil, seconded by Rios, <u>to bring this issue and the potential investigation of these two individuals to focus on the potential violation of Government Coe 87100 on the next agenda for discussion</u>. Carried by unanimous vote.

MAYOR AND CITY COUNCIL (cont.)

Member Sotelo-Solis provided clarification on what the Vice Mayor's role is when the Mayor is out; spoke on her experience as Vice Mayor and said she is saddened how the Council has handled gender equity in the workplace. She shared that the National School District will be on vacation in two weeks and encouraged members of the public to sign up for forthcoming programs and activities.

Member Rios said in response to the Vice Mayor's comments, it was evident that the meeting tonight has been all about politics. She expressed hope that members of the public will attend the meeting when the discussion regarding the Rotary Club issue will be brought forth because she has nothing to hide. She encouraged the public to pass on the word that Metropolitan Transit System has the launching the 'South Bay Rapid' which will provide free nonstop bus service from the Palomar station to downtown from September 4th to September 7th.

Member Cano mentioned graffiti issues in the City. He requested that the topic of e-cigarettes be placed on the next agenda for discussion.
Motion by Member Cano, seconded by Mendivil, <u>to bring back for discussion on the next agenda the issue of regulating e-cigarettes</u>.

> **TESTIMONY:** Debra Kelley, American Lung Association, clarified the issues to be addressed regarding e-cigarettes.
> **ACTION:** Motion carried by unanimous vote.
> **EXPARTE DISCLOSURE:** All members of the City Council disclosed that had they met with Debra Kelley to discuss the issue.

Member Cano read the following public statement into record:
"I see no need for an apology as I am not guilty of any of the accusations that Councilmember Rios has publicized. My private request to the City Attorney was for a private meeting between Councilmember Rios, myself to discuss the continuous discomfort with Councilmember Rios constantly pushing myself and others during picture taking. At no time was sexual inappropriate touching was mentioned by me. It was Councilmember Rios who decided to make this claim an open Council section and then go to the media. I have at no time made any claim that the occurrence did not happen. As a result of being called a liar and my name being damaged by what can only be seen as deliberate, negative publicity campaign, I now request that this be investigated. I only wish that this could have been handled as it was originally requested in private by these adults. So at this point, I would like to make a motion to put this request on the next agenda."

Member Cano provided clarification as requested by Member Sotelo-Solis and Mayor Morrison and stated that the motion was for him to say "he never said it didn't happen, so there needs to be an investigation for it to be investigated that it did happen".

MAYOR AND CITY COUNCIL (cont.)

Acting City Attorney Pedone stated for clarification, that the investigation was already conducted and that the investigative report went into the allegations that were made and asked Member Cano for clarification purposes and for the record, to exactly define what the discussion will be on the next agenda so that it can be properly agendized.

Member Cano read the following statement into record:
"The discussion is gonna have that in no time was sexually *(inaudible)* touching was mentioned by me. That's number one. That it was Councilmember Rios who decided to make this claim in an open decision, an open Council decision and then go to the media. Three, I have at no time made any claim that that occurrence never happened; that would be number three. So based on what I have read, I would like to make a motion that we put this request on the next agenda, so that there will be an investigation and the truth will come out."

Acting City Attorney Pedone stated that there was an investigation in which Member Cano had an opportunity to address the issues regarding the accusation. She asked Member Cano to clarity what additional investigation is being asked for.

Member Cano responded that all he is asking for is clarification and where the comments came from different media publications and where and how the conclusions came about.

Acting City Attorney Pedone suggested the investigator, Attorney Curley, come back to explain the report and how he came to the findings of the investigation. Member Cano agreed to Acting City Attorney Pedone's suggestion and said that it satisfied what he is looking for.

Motion by Cano, seconded by Morrison, <u>to bring back for discussion about the investigative report in which Attorney Bill Curley would be invited back to discuss</u>.

Acting City Attorney Pedone expressed concerns about Member Cano's eligibility to make such a motion since he was the subject of the investigation. For that reason she would take the matter under advisement, investigate it further and, after discussion with Member Cano, make a determination on how to proceed. There was no vote on the motion.

Mayor Morrison said that he is glad that something is being done with the issue regarding e-cigarettes. He spoke in his defense by asking the public to take a look at his social media and be the judge in seeing who is doing the attacking and game playing.

RECESS
A recess was called at 10:41 p.m. The meeting reconvened at 10:42 p.m. All members were present.

DRAFT

CLOSED SESSION

Members went into Closed Session at 10:42 p.m.

CLOSED SESSION (509-01-04)

30. Closed Session - Conference with Legal Counsel - Potential Litigation Pursuant to Government Code Section 54956.9(e) (1) One Potential Case.

ADJOURNMENT

The meeting was adjourned in memory of Mrs. Sharon Van Deventer and Mrs. Lily Martin.

Motion by Mendivil, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – September 18, 2018 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – September 18, 2018 - 6:00 p.m. - Council Chambers - National City, California.

_____
City Clerk

The foregoing minutes were approved at the Regular Meeting of March 5, 2019.

_____
Mayor

DRAFT

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City Approving the Memorandum of Understanding (MOU) between the National City Police Officers Association (NCPOA). (Human Resources)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 5, 2019 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City Approving the Memorandum of Understanding (MOU) between the City and the National City Police Officers' Association (NCPOA).

PREPARED BY: Irene Mosley **DEPARTMENT:** Human Resources

PHONE: 336-4308 **APPROVED BY:**

EXPLANATION:

The labor agreement between the City of National City and the National City Police Officers' Association (NCPOA) expired December 31, 2018. City representatives began meeting and conferring in good faith with NCPOA representatives in September, 2018 for the purpose of negotiating a successor agreement. On January 29, 2019 the NCPOA membership voted to ratify the terms of a three (3) year agreement, retroactive to January 1, 2019 as set forth by the negotiating teams.

Staff recommends (a) City Council approval of the January 1, 2019 – December 31, 2021 MOU consistent with the attached terms and (b) City Council direct and authorize Staff to work with NCPOA representatives to finalize and execute the MOU document which is attached and is consistent with the approved terms.

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adopt the resolution approving a two year Memorandum of Understanding with the National City Municipal Police Officers' Association (NCPOA) for the period January 1, 2019 through December 31, 2021.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Summary of Package Tentative Agreement Between City and NCPOA
NCPOA Memorandum of Understanding
Resolution

CITY OF NATIONAL CITY / NATIONAL CITY POA
2018 MOU NEGOTIATIONS
PACKAGE CONTINGENT TENTATIVE AGREEMENT[1] – 1/22/19

ARTICLE 12 – EDUCATION/POST CERTIFICATION INCENTIVE PAY

Safety employees covered by this Memorandum of Understanding are eligible for educational incentive pay upon meeting the requirements indicated below.

LEVEL I $30.00 per month compensation *	LEVEL II 2% of base monthly salary	LEVEL III 7% of base monthly salary
AS or AA in related field	Intermediate POST Certificate	Advanced POST Certificate
* Level I benefits are only available to employees already receiving such benefits as of July 1, 2002.		
Effective the first full pay period in October 2021, increase Advanced POST to 8.0%.		

General Requirements

1. Completion of the initial Probationary Period with the National City Police Department.

2. Performance Report of at least "Satisfactory" on last two (2) reports.

3. Recommendation from the Chief of Police and the approval of the City Manager or designee.

Tuition Reimbursement

. . .

The Educational Expenses Reimbursement Plan is available to employees who wish to improve their work performance through furthering their education. The plan provides reimbursement for up to $3,500 per fiscal year and is open to all employees who meet the following criteria:

. . .

[1] This package contingent tentative agreement is will be recommended to the City Council by the City Manager but is entirely contingent on City Council support/approval.

ARTICLE 14 – CAFETERIA PLAN FOR HEALTH, DENTAL AND INSURANCE PLANS

Section 1 Health Coverage

As a benefit to full-time employees covered by this Memorandum of Understanding, the City will provide a group health and dental insurance program. The benefits and limitations of the program are to be designed cooperatively by the Association, the insurance carrier and the City. The Association and the City agree to select and implement health insurance programs that meet the requirements of applicable law.

The City will provide a cafeteria benefit to all employees for use of paying insurance premiums for health, dental and other insurance plans. As of December 31, 2018, the City contributes as follows:

CITY'S CONTRIBUTION IF ELECT THE KAISER HIGH DEDUCTIBLE HEALTH PLAN (Kaiser HDHP)

Employee Only	$457.56/month
Employee +1	$736.80/month
Employee +2 or more	$1,029.81/month

CITY'S CONTRIBUTION FOR ALL PLANS OTHER THAN KAISER HIGH DEDUCTIBLE HEALTH PLAN (Kaiser HDHP):

Employee Only	$527.41/month
Employee +1	$876.54/month
Employee +2 or more	$1,227.43/month

Effective the first full pay period following City Council adoption of this 2019-2021 MOU, the City will contribute the same amount regardless of what health plan an employee chooses equal to the amounts contributed to the non-high deductible plans. Also, effective the first full pay period following City Council adoption of this 2019-2021 MOU, the City will contribute $50 per month more than the City would be otherwise obligated to contribute under the cost sharing methodology described in the next paragraph.
Each health plan year (currently February through the following January), the City's new contribution obligation for employee only, employee +1 and employee +family shall be the City's monthly contribution amounts from the prior health plan year plus 50% of any increase in the lowest cost health plan and dental plan.

Section 2 Money in Lieu

An employee may elect to receive an amount equivalent to the City's contribution minus the cost of health coverage for the employee alone, as cash in lieu.

ARTICLE 16 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Section 1

Consistent with the Government Code of the State of California, employees are local safety or miscellaneous members of the Public Employees' Retirement System and are entitled to all benefits previously adopted amendments by the Board of Administration of PERS and the City Council.

Section 2 Plan Definitions

The following benefits and definitions apply to the retirement plan benefits:

(a) **"Classic Employee" Definition**: Classic employees are defined as current employees and future employees who do not qualify as a "new member" under the California Public Employees' Pension Reform Act of 2013 (PEPRA).

(b) **"New Member" Definition**: New members are defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), Government Code Section 7522.04(f).

(c) **CalPERS Retirement Formula for Public Safety New Members (Police Officer, Police Corporal, Police Sergeant and Police Lieutenant) as Defined Under the Public Employees' Pension Reform Act of 2013 (PEPRA)**: Public safety "new members" as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the 2.7% at age 57 retirement formula with highest three (3) year average final compensation as set forth in PEPRA.

(d) **CalPERS Retirement Formula for Public Safety Classic Employees (Police Officer, Police Corporal, Police Sergeant and Police Lieutenant) Hired on or After March 18, 2010 (current employees and employees who do not qualify as "New Members" under PEPRA)**: Current public safety employees or former City of National City employees who were members of CalPERS while employed with the City and had membership with CalPERS prior to January 1, 2013 and who are rehired on or after March 18, 2010 and other employees hired after January 1, 2013 who do not qualify as "new members" under PEPRA shall be entitled to or continue to be entitled to the 3% at age 55 retirement formula with single highest 12-month period for final compensation.

(e) **CalPERS Retirement Formula for Public Safety Classic Employees Hired Before March 18, 2010**: Public safety employees hired before March 18, 2010 shall continue to be entitled to the 3% at age 50 retirement formula with single highest 12-month period for final compensation.

Each of the above-listed plans shall include the following optional benefits:

(h) Third Level of 1959 Survivor Benefit (Section 21573)

(i) Credit for Unused Sick Leave (Section 20965)

(j) The City will report Employer Paid Member Contributions (EPMC), effective the last pay period in June, 2009, as compensation earnable to PERS under applicable California Government Code and California Code of Regulations provisions.

Section 3 Employee Contributions to Pension

(a) Effective the first full pay period in January 2019, Classic Employees shall pay 1.0% toward the employer CalPERS rate in addition to the full employee CalPERS contribution percentages of 9% for a total contribution of 10%. Effective the first full pay period in January 2020, Classic Employees shall pay an additional 1.0% toward the employer CalPERS rate for a total contribution of 11.0%.

(b) New Members shall pay 50% of the normal share of cost required by PEPRA for the applicable pension formula and benefit.

ARTICLE 20 – SALARIES

Section 1 Salary Schedule

The City shall provide on a timely basis each year a copy of the official salary schedule developed by the Finance Department.

Section 2 Salary Adjustments

A. Police Officer, Sergeant, Lieutenant

Effective the first full pay in January 2019 , and then again in the first full pay period of April 2020 and October 2021, the City will adjust the salary range for Police Officer by the percent necessary (if any) to move the salary of a top step National City Police Officer to the mid-point of the salary of a top step police officer or deputy sheriff (excluding longevity) in the 2nd and 3rd ranked comparison agencies (including National City among the comparison agencies) in effect, and already approved by the applicable City Council or Board, at the comparison agencies as of the beginning of the City's first full pay period in January 2019 (and the first full pay period in April 2020 and October 2021 for the 2020 and 2021 adjustments). If a National City Police Officer is ranked third, employees shall receive the percent necessary to move the top step salary of a National City Police Officer to the mid-point between that salary and the top step salary (excluding longevity) of the second ranked agency. If a National City Police Officer already is ranked 2nd or higher, employees shall not receive a salary decrease under this paragraph.

For purposes of this subsection, adjustments will be made upon current salaries, comparing top step to top step excluding longevity, in place at the time of the pay period adjustment among the comparison agencies. Subsequent retroactive adjustments are not to be considered nor are salary increases not yet ratified or approved. The agreed upon comparison agencies are (1) Oceanside (using its "Step G" for police officer pay); (2) Escondido (using its "Step 6" police officer pay); (3) Chula Vista; (4) Carlsbad; (5) City of San Diego; (6) National City; (7) El Cajon; (8) Coronado; (9) San Diego County Sheriff's Department; and (10) La Mesa.

The same methodology as set forth in the prior two paragraphs shall be used for separately surveying and adjusting the pay of a National City Sergeant and National City Lieutenant (i.e. survey and survey adjustments as of the City's first full pay period in January 2019, April 2020 and October 2021).If a survey agency in the future no longer has a Lieutenant classification, the parties will promptly meet and confer regarding that agency's elimination of the Lieutenant classification (i.e. whether or not to include the agency, use the second line supervisor, other) with each side retaining all the rights of meet and confer including but not limited to the Association reserving the right to move an impasse on the issue to fact-finding.

B. Police Corporals

The salary for Police Corporals shall be a flat amount approximately five percent (5%) higher than "E" step for Police Officer.

After 2 years of continuous service as a Police Corporal, the salary shall increase to a flat amount approximately six-and-a-half percent (6.5%) higher than "E" step for Police Officer. After 5 years of continuous service as a Police Corporal, a Police Corporal shall be paid a salary approximately nine percent (9.0%) higher than "E" step for Police Officer.

ARTICLE 30 – TERM OF PROVISIONS

This is the entire integrated agreement and it shall be effective January 1, 2019 through December 31, 2021, superseding all conflicting provisions of the previous MOU and past practices.

NEW ARTICLE OR SECTION – DEATH IN THE LINE OF DUTY

If an Association represented employees is killed due to an accident or injury occurring in the line of duty, the City shall make a $5,000 payment to the designated spouse or domestic partner or other designated beneficiary.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work performed by Eagle Paving Company, Inc. for the Citywide Pedestrian Midblock Crossing Enhancements Project, CIP No. 17-05; 2) approving the final contract amount of $1,230,799.72; 3) ratifying the release of retention in the amount of $61,539.99; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 5, 2019 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work performed by Eagle Paving Company, Inc. for the Citywide Pedestrian Midblock Crossing Enhancements Project, CIP No. 17-05; 2) approving the final contract amount of $1,230,799.72; 3) ratifying the release of retention in the amount of $61,539.99; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Jose Lopez, P.E., Associate Engineer **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4312 **APPROVED BY:**

EXPLANATION:

See attached.

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(27), approved May 8, 2017

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

STAFF RECOMMENDATION:

Adopt Resolution accepting the work performed by Eagle Paving Company, Inc. for the Citywide Pedestrian Midblock Crossing Enhancements Project, CIP No. 17-05 and approving the final contract amount of $1,230,799.72.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

EXPLANATION

This project completed the following safety enhancements:

1) Replaced existing safety light fixtures with new LED fixtures at 30 signalized intersections Citywide;

2) Installed pedestrian level LED street lights at 16 midblock crosswalks; and

3) Implemented pedestrian safety enhancements such as Americans with Disabilities Act (ADA) curb ramps, corner bulb-outs, sidewalks, and solar powered flashing crosswalk signs at 6 midblock crosswalks.

On July 27, 2017, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On July 28, 2017 and August 3, 2017, the bid solicitation was advertised in local newspapers.

On August 21, 2017, four (4) bids were received by the 1:00 p.m. deadline, opened and publicly disclosed. Bid results were made available the next business day, August 22, 2017. Eagle Paving Company, Inc. was the apparent lowest bidder with a total bid amount of $1,158,297.70 as the basis of award. Upon review of all documents submitted, Eagle Paving Company, Inc.'s bid was deemed responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications

On September 5, 2017, the City Council adopted Resolution No. 2017-170 awarding the contract to Eagle Paving Company, Inc., in the not-to-exceed amount of $1,158,297.70.

The Notice to Proceed with construction was issued on December 19, 2017. Construction started on December 27, 2017 and was completed on October 11, 2018.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by $171,715.89, and line item adjustments decreased the contract by $99,213.87 for a net increase of $72,502.02 to the contract. This results in a 6.3% contract increase for a final contract balance of $1,230,799.72.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work of Eagle Paving Company, Inc., for the Citywide Pedestrian Midblock Crossing Enhancements Project, CIP No. 17-05; 2) approve the final contract amount of $1,230,799.72; 3) ratify the release of retention in the amount of $61,539.99; and 4) authorize the Mayor to sign the Notice of Completion for the project.

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

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

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on October 12th, 2018 of the:
Citywide Pedestrian Midblock Crossing Enhancements Project, CIP No. 17-05
Work of improvement or portion of work of improvement under construction or alteration.

Various locations Citywide in National City, CA 91950
Street Address City State Zip Code

The undersigned owns the following interest or estate in said property:
Owner in fee
Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with
Eagle Paving Company, Inc.
Name of Original Contractor

The following work and material were supplied:
Labor provided: General Laborer. Materials: Concrete, asphalt, street lighting, signing and striping. Equipment: excavation and paving equipment.
General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A
Joint tenants, tenants in common, or other owners

Dated: March 5, 2019; _____
Signature of Owner
City of National City, 1243 National City Blvd., National City, CA 91950

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

Executed on March 5, 2019 at, National City, California.

Signature: _____
Alejandra Sotelo-Solis, MAYOR

Noc17-05

FINAL CONTRACT BALANCE

DATE: February 19, 2019

PROJECT: Citywide Pedestrian Midblock Crossing Enhancements
FY 18 & 19
CIP No. 17-05

TO: Eagle Paving Company, Inc.
13915 Danielson St #201
Poway, CA 92064

ORIGINAL CONTRACT AMOUNT:	$1,158,297.70
START DATE:	December 27, 2017
COMPLETION DATE:	October 11, 2018
ORIGINAL CONTRACT LENGTH:	70 Working Days
EXTENTION OF WORK DAYS:	64 Working Days
WORKING DAYS SUSPENDED:	64 Working Days
TOTAL CONTRACT TIME:	198 Working Days

DESCRIPTION:

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

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 directed he contractor to apply for and pay the necessary fees to obtain the Service Orders issued by SDG&E for the following Invoice numbers: 298243, 298090, 298089, 298094, 298232, 298235, 298237, 298239, and 298256 All costs associated with obtaining and coordinating the SDG&E Service Orders was performed at the agreed price. This Change Order total amount was **$ 13,459.04.**

Change Order #2 directed the contractor to survey the new improvement plans at 16th and F Ave and G Ave. to reflect the plan change revisions. All work was performed at the agreed price. This Change Order total amount was **$ 1,521.82.**

Change Order #3 directed the contractor to extend the depth of an LED foundation four additional feet. The foundations are typically constructed to a depth of five feet. Working with Sweetwater Authority in an effort to stabilize the foundation adjacent to an existing Sweetwater 16" AC transmission line, the foundation was be extended to a depth of nine feet. All work was performed at the agreed price. This Change Order total amount was **$ 2,205.00.**

FINAL CONTRACT BALANCE
Citywide Pedestrian Midblock Crossing Enhancements
CIP No. 17-05

Change Order #4 directed the contractor to stabilize wet subgrade encountered at 8th and R Ave. SCST recommended the placement of Tensar TX5 fabric in lieu of additional excavation due to the proximity of existing utility lines. The fabric was placed across the entire intersection. All work was performed on a T&M basis. This Change Order total amount was **$ 7,026.45.**

Change Order #5 directed the contractor to grind out 6" of asphalt/base on Euclid Ave. at various locations between Division and Norfolk and replace the material with 6" of asphalt. All work was performed at the agreed price. This Change Order total amount was **$ 31,719.98.**

Change Order #6 directed the contractor to grind out 1.5" of asphalt on Euclid Ave. through the intersection of Division east to Norfolk Ave. and provide a 1.5" asphalt overlay in lieu of placing a slurry seal as originally called for on the project plans. All work was performed at the agreed price. This Change Order total amount was **$ 34,847.28.**

Change Order #7 directed the contractor install an independent single pole pedestrian push button at the LED crossing location on 16th and F Ave. to comply with ADA regulations. All work was performed at the agreed price. This Change Order total amount was **$ 1,916.25.**

Change Order #8 directed the contractor to install approximately 17 additional traffic detection loops on Euclid Ave. on the north and south side of Division not previously shown on the construction plans. All work was performed at the agreed price with any quantity adjustments to be made in the field and adjusted at a unit cost of $441.00 each. This Change Order total amount was **$ 7,938.00.**

Change Order #9 directed the contractor to provide additional striping and signage per the revised striping plans dated April 16, 2018. All work was performed at the agreed price. This Change Order total amount was **$ 1,965.60.**

Change Order #10 directed the contractor to repair deteriorated asphalt near the location of 24th and F as needed and skin patch the existing roadway that has failed. All work was performed on a T&M basis. This Change Order total amount was **$ 3,155.18.**

Change Order #11 directed the contractor to waterblast and remove existing bike lane striping at 18th and D to off-set the reverse vehicular striping being placed on 16th east of D. This will allow for additional striping and relocation of the bus drop-off and pick-up location. All work was performed at the agreed price. This Change Order total amount was **$ 600.18.**

Change Order #12 compensated the contractor for the dump fees for petromat encountered during the grinding and overlay of Euclid. The original change order included an alternate price of $580 per load for petromat encountered. The loads were quantified in the field and this change order compensates the contractor for those dump fees. All work was performed at the agreed price. This Change Order total amount was **$ 3,480.00.**

Change Order #13 directed the contractor to apply for and pay the necessary fees to obtain the additional Service Orders issued by SDG&E for the following Invoice numbers: 299929, 299927,30113,

300017, 298087. All costs associated with obtaining and coordinating the SDG&E Service Orders was performed at the agreed price. This Change Order total amount was **$ 10,069.70.**

Change Order #14 compensated the contractor for an asphalt material price increase for Change Orders 5 & 6 from the time the work was quoted to when the work was actually to be performed. All work was performed at the agreed price. This Change Order total amount was **$ 8,674.44.**

Change Order #15 directed the contractor to perform temporary striping on 16th from Highland Ave. to D St. The original striping was to be removed and replaced, however, due to the deterioration of the existing roadway surface the city has decided to delete the contract work, place temporary striping and completing this portion of the contract work. All work was performed at the agreed price. This Change Order total amount was **$ 4,690.56.**

Change Order #16 directed the contractor to install a city furnished LED Pedestrian Crossing System at Euclid and Alpha. The contractor removed existing sidewalk, placed the foundations and installed a complete LED system. All work was performed at the agreed price. This Change Order total amount was **$ 8,880.00.**

Change Order #17 directed the contractor to use flagmen for the street improvements on 16th St. The Contractor had proposed a detour but the Fire Marshall stated a detour would be unacceptable and asked the contractor to use flagmen during their operation. All work was performed at the agreed price. This Change Order total amount was **$ 6,958.48.**

Change Order #18 directed the contractor to perform misc., concrete repairs at Euclid and Alpha, stamped concrete work at 8th and Burden as a result of a plan revisions and street light relocation, replacement of a concrete cross gutter at 26th and D as a result of a plan revision and adjustment to grade of a monument and manhole as a result of the paving overlay change order performed on Euclid. All work was performed on a T&M basis. This Change Order total amount was **$ 10,949.58.**

Change Order #19 obtained a credit from the contractor for the work deleted or revised on 16th Street. Portions or the striping were revised and or deleted. Temporary striping was placed and compensated under a previous change order. All preformed thermoplastic materials were delivered to the city. The credit was issued at the agreed price. This Change Order total amount was **$ (7,482.27).**

Change Order #20 compensated the contractor for additional traffic control labor cost during the SDG&E delays. Due to delays caused by SDG&E issuing Service Orders, the contractor had to maintain existing traffic control at various locations beyond the original contract completion date. All work was performed at the agreed price. This Change Order total amount was **$ 8,260.74.**

Change Order #21 directed the contractor to install two flashing beacon foundations at 24th and F Ave. in lieu of the LED Pedestrian Crossing System originally designed at this location. All work was performed at the agreed price. This Change Order total amount was **$ 8,452.50.**

Change Order #22 directed the contractor to provide a modified 18' street light pole to meet required SDG&E clearance of existing power lines at 30th and F and provide a double mast arm pole to

accommodate additional lighting requirements and pole location at 8th and Buren per the revised plans. All work was performed at the agreed price. This Change Order total amount was **$ 2,427.38.**

All Change Orders listed above increased the total contract amount by **$ 171,715.89.**

Numerous contract line item adjustments resulted in a total decrease of **$ 99,213.87.** Including change orders and line item adjustments, the total contract resulted in an increase of **$ 72,502.02.**

CONTRACT ADJUSTMENT:

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

1. The final contract price is adjusted to **$ 1,230,799.72.**
2. As a result of the satisfactory completion of said project, a retention amount of **$ 61,539.99** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Eagle Paving Company, Inc. will not be entitled to damages or additional payment for delays as described in the 2015 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the establishment of Engineering Grants Fund appropriations and corresponding revenue budgets for seven projects funded through the San Diego Associations of Governments (SANDAG) Active Transportation Grant Program (ATGP) and Smart Growth Incentive Program (SGIP). (Engineering/Public Works)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 5, 2019 **AGENDA ITEM NO.:**

ITEM TITLE:
Resolution of the City Council of the City of National City approving the establishment of Engineering Grants Fund appropriations and corresponding revenue budgets for seven projects funded through the San Diego Associations of Governments' (SANDAG) Active Transportation Grant Program (ATGP) and Smart Growth Incentive Program (SGIP).

PREPARED BY: Stephen Manganiello, Director of Eng/PW **DEPARTMENT:** Engineering and Public Works
PHONE: 619-336-4382 **APPROVED BY:** _____

EXPLANATION:
See attached explanation.

FINANCIAL STATEMENT: **APPROVED:** _____ **FINANCE**
ACCOUNT NO. **APPROVED:** _____ **MIS**
See attached Financial Statement. Local matching funds are not required until FY 2020; therefore, they will be appropriated through subsequent City Council budgetary actions.

ENVIRONMENTAL REVIEW:
CEQA Notice of Categorical Exemption for each project will be filed with County Recorder's Office prior to stating construction.

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

STAFF RECOMMENDATION:
Adopt Resolution approving the establishment of Engineering Grants Fund appropriations and corresponding revenue budgets for seven projects funded through the San Diego Associations of Governments' (SANDAG) Active Transportation Grant Program (ATGP) and Smart Growth Incentive Program (SGIP).

BOARD / COMMISSION RECOMMENDATION:
N/A

ATTACHMENTS:
1. Explanation and Financial Statement
2. Resolution

Explanation

On May 15, 2018, City Council adopted Resolution No. 2018-70, approving the following actions: 1) authorizing the filing of eleven grant applications through the San Diego Associations of Governments' (SANDAG) Active Transportation Grant Program (ATGP) and Smart Growth Incentive Program (SGIP); 2) accepting the terms of the grant agreements; 3) committing to providing the local match amounts identified for each project if grant awards are made by SANDAG; and 4) authorizing the City Manager or designee to execute the grant agreements if selected for funding.

In the fall of 2018, SANDAG notified City staff that seven of our projects had been approved by the SANDAG Board of Directors for full funding. The City Manager subsequently executed the grant agreements with SANDAG for each project.

In order to claim reimbursement for eligible project expenditures, staff is requesting City Council approval to establish Engineering Grants Fund appropriations and corresponding revenue budgets for all seven projects (see attached Financial Statement). Local matching funds are not required until FY 2020; therefore, they will be appropriated through subsequent City Council budgetary actions. Local matches proposed for funding through the General Fund would contribute to the City's Maintenance of Effort for receipt of *TransNet* and SB-1 Gas Tax (RMRA) funds.

A brief project description and funding summary is provided below.

SANDAG ATGP

The goal of SANDAG's ATGP is to encourage local jurisdictions to plan and build facilities that promote multiple travel choices and increase connectivity to transit, schools, retail centers, parks, work, and other community gathering places. The grant program also encourages local jurisdictions to provide bike parking, education, encouragement, and awareness programs that support pedestrian and bike infrastructure. National City was awarded ATGP funds for the following four projects:

1) Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements

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

Project Funding Summary		
Estimated project cost	$412,000	
Grant award	$312,000	
Local match	$100,000	SB-1 Gas Tax (RMRA) - FY 2020 CIP (109-409-500-598-6035)

2) National City Boulevard Inter-City Bike Connection

The project will install approximately 0.2 miles of buffered bike lanes along 33rd Street from Hoover Avenue to National City Boulevard and approximately 0.4 miles of Class II bike lanes along National City Blvd from 33rd Street to the southern city limit with Chula Vista; additional improvements include traffic calming, bike/pedestrian safety enhancements at freeway on/off ramps, green bike boxes, and new lighting.

Project Funding Summary		
Estimated project cost	$395,001	
Grant award	$394,001	
Local match	$1,000	General Fund - FY 2020 CIP (001-409-500-598-6573)

3) National City Bicycle Parking Enhancements

The project will install custom bike corrals at priority locations throughout the City to provide bike parking and designated storage areas for bike share.

Project Funding Summary		
Estimated project cost	$62,500	
Grant award	$50,000	
Local match	$12,500	General Fund - FY 2020 CIP (001-409-500-598-6573)

4) Waterfront to Homefront Connectivity Study

The project will evaluate opportunities to improve transit, bicycle and pedestrian connections between Downtown National City, Naval Base San Diego and the Marina District; the study will also include planning for innovative transportation technologies such as car share, bike share, ride hailing, neighborhood electric vehicles/shuttles, and electric bikes/scooters, in an effort to provide a broader range of mobility choices that lower greenhouse gas emissions and vehicle-miles traveled.

Project Funding Summary		
Estimated project cost	$220,000	
Grant award	$198,000	
Local match	$22,000	General Fund - FY 2020 CIP (001-409-500-598-6573)

SANDAG SGIP

The goal of the SGIP is to fund comprehensive public infrastructure projects and planning activities that facilitate compact, mixed-use, transit-oriented development and increase housing and transportation choices. National City was awarded SGIP funds for the following three projects:

1) 24th Street Transit Oriented Development Overlay

The project will study the broader area surrounding the 24th Street Transit Center to develop a land use plan that supports transit-oriented development, improved mobility and parking, and an enhanced public realm.

Project Funding Summary		
Estimated project cost	$560,000	
Grant award	$500,000	
Local match	$60,000	General Fund - FY 2020 CIP (001-409-500-598-6573)

2) Roosevelt Avenue Corridor Smart Growth Revitalization

This project will provide bicycle, pedestrian, parking and streetscape enhancements along Roosevelt Avenue between Main Street and 8th Street; improvements include traffic calming, new lighting, landscaping, and storm water treatment, to enhance safety and encourage smart growth redevelopment.

Project Funding Summary		
Estimated project cost	$2,705,000	
Grant award	$2,080,000	
Local match	$625,000	SB-1 Gas Tax (RMRA) - FY 2020 CIP (109-409-500-598-6035)

3) Sweetwater Road Protected Bikeway

The project will install approximately 1.2 miles of protected bike facilities along Sweetwater Road between N. 2nd Avenue and Plaza Bonita Road, extend the Class I bike path along Plaza Bonita Road, and provide bicycle/pedestrian safety enhancements at intersections.

Project Funding Summary		
Estimated project cost	$2,778,906	
Grant award	$2,500,000	
Local match	$278,906	General Fund - FY 2020 CIP (001-409-500-598-6573)

Financial Statement

Project	Appropriation	Expenditure Account	Revenue Account
Division St - Euclid Ave to Harbison Ave Bike Improvements	$ 312,000	296-409-500-598-6600	296-06600-3470
National City Blvd Inter-City Bike Connections	$ 394,001	296-409-500-598-6601	296-06601-3470
National City Bike Parking Enhancements	$ 50,000	296-409-500-598-6602	296-06602-3470
Waterfront to Homefront Connectivity Study	$ 198,000	296-409-500-598-6603	296-06603-3470
24th St TOD Overlay	$ 500,000	296-409-500-598-6604	296-06604-3470
Roosevelt Ave Corridor Smart Growth Revitalization	$ 2,080,000	296-409-500-598-6605	296-06605-3470
Sweetwater Rd Protected Bikeway	$ 2,500,000	296-409-500-598-6606	296-06606-3470

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City to support participation in the 2020 Census. (City Manager)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 5, 2019 **AGENDA ITEM NO.**

ITEM TITLE: Resolution to support City of National City participation in the 2020 Census

PREPARED BY: Leslie Deese, City Manager **DEPARTMENT:** City Manager

PHONE: 619.336.4242 **APPROVED BY:**

EXPLANATION:

At the February 5, 2019 regular meeting of the City Council, the Council discussed National City's participation in the 2020 Census and considered sample resolutions. The Council directed the City Manager to bring back a resolution of support modeled after sample resolution "B" (contained in Attachment 1).

Provided for Council's information is a copy of a resolution from the San Diego County Board of Supervisors relating to regional support and participation in the 2020 Census (Attachment 2).

Background: At the January 22, 2019 regular meeting of the City Council, a representative from the San Diego County U.S. Census Bureau presented on the "Road to 2020" census. The presentation highlighted the importance of a complete count given that census data impacts the amount of funds that the state and local governments receive from the federal government.

Following the presentation, the Council directed staff to return on February 5, 2019 with a discussion item on National City's participation in the 2020 Census.

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. N/A **APPROVED:** _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1) January 22, 2019 Presentation - "Road to 2020" Census
2) County of San Diego – Board of Supervisors Resolution

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

Attachment #1

MEETING DATE: February 5, 2019 **AGENDA ITEM NO.** 20

ITEM TITLE: City Council discussion and direction on National City's participation in the 2020 U.S. Census

PREPARED BY: Leslie Deese, City Manager **DEPARTMENT:** City Manager

PHONE: 619.336.4242 **APPROVED BY:**

EXPLANATION:

At the January 22, 2019 regular meeting of the City Council, a representative from the San Diego County U.S. Census Bureau made a presentation on the "Road to 2020" census (attached). The presentation included information on Complete Count Committees (CCCs) that provide tribal, state and local governments the opportunity to work together with partners in their communities to form CCCs to promote the 2020 Census to their constituents.

The City Council directed staff to return with a discussion item at the next regular meeting on National City's participation in the 2020 Census. To assist the Council in its discussion are two sample resolutions in support of participation in the Census.

FINANCIAL STATEMENT: **APPROVED:** _____ Finance

ACCOUNT NO. N/A **APPROVED:** _____ MIS

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

City Council direction requested

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1) January 22, 2019 Presentation - "Road to 2020" Census
2) Sample Resolution to Support Participation in the 2020 Census
3) Fresno Unified School District Resolution Ensuring a Complete Count of Students and Families During the 2020 Census

Item # 6
01/22/19

ROAD TO 2020 CENSUS

Roberto Garcia, Partnership Specialist
San Diego County
U.S. Census Bureau

Road to 2020

Roberto Garcia

Partnership Specialist - U.S. Census Bureau

United States Census Bureau
U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

2020 Census

United States Census Bureau

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

Why Do a Census

- **Article 1, Section 2 of the US Constitution**

  The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.

- **Key Purpose is Apportioning the US House of Representatives**

Why does the 2020 Census matter?

Power

- Congressional representation
- Reapportionment & redistricting

Money

- $675 Billion distributed annually
- Funding based on population

People

- Over $76 Billion each year to the State
- $2,000 approx. per Californian counted*

Federal Funding

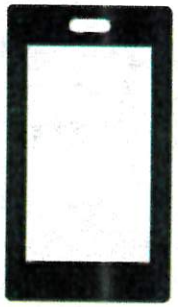
Census data informs how **$76 billion** is distributed annually among local, state, and tribal governments for programs like:

Program	Amount
Medicaid	$44,240,036,248
Supplemental Nutrition Assistance	$7,528,039,778
Schools (Title 1 Grants, National Lunch School Program, Head Start/Early Start)	$4,274,492,934
Housing Choice Vouchers	$3,40,189,000
Highway Planning and Construction	$3,212,534,538
Senior & Foster Care Centers	$1,286,852,000

Goals for 2020 Census

- Maintain Data Quality
- Areas of Innovation
  - Accurate Address List
  - Easier Ways to Respond
  - Better Use of Information
  - Efficient Field Operations

March 23, 2020



Internet

Phone

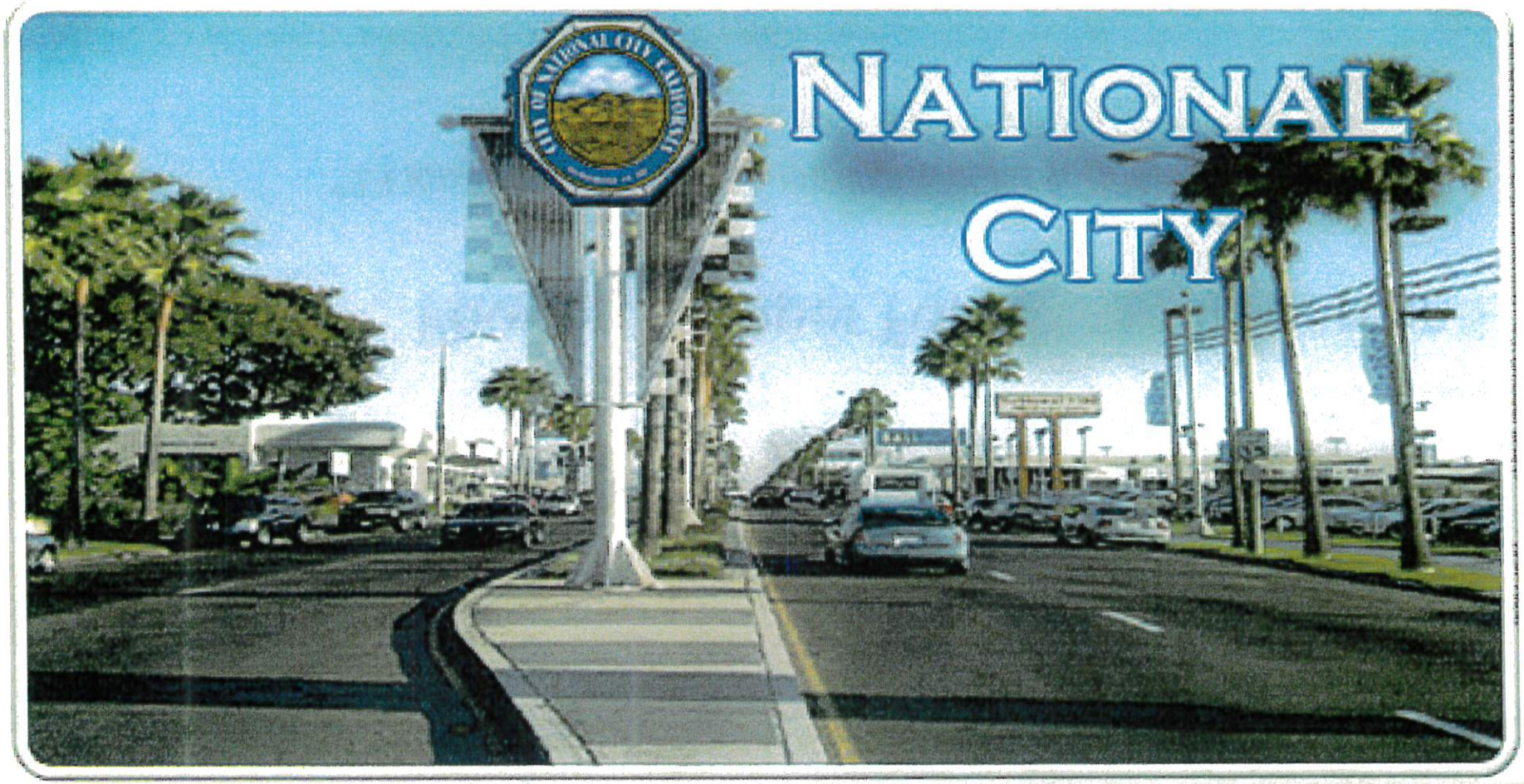
Paper Form

In-person

**13 languages including English will be supported*

United States Census Bureau | U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

Impact to National City



Impact to National City

71%

National City Census Mail Participation Rate in 2010

18,000 National City Folk

Requiring follow-up by Census enumerator in 2010

Impact to National City

600

Estimated net undercount in 2020 based on 2010 Census

$ 1,950*

Potential per person Federal funds available

$ 1.2 Million

Amount of Money **National City** stands to gain or lose over the next decade

Impact to National City

- **5 hard to count census tracks** with a population of **29,000**

- Participation rate is lower than 70%

United States Census Bureau | U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

United States Census Bureau

Response Outreach Area Mapper (ROAM)

www.census.gov/roam

United States Census Bureau | U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

Hard-to-Count Populations

Communities of Color	Children under 5	Persons who do not speak English fluently
LGBTQ+	Undocumented Immigrants	People with disabilities
People experiencing homelessness	Tribal members	Rural Communities

How can we work together to ensure a complete count in 2020?

You can help

- Identify community organizations in your city that work directly with hard-to-count populations
- Incorporate census education efforts into existing community engagements
- Leverage existing infrastructure and resources
- Initiate a resolution by city council to support the Census effort

United States Census Bureau | U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

We are Hiring

2020 Census Jobs

www.census.gov/fieldjobs

www.usajobs.gov

www.2020census.gov/jobs

1-888-658-5564 (RCC recruiting hotline)

Community Partnership and Engagement Program

Enroll community partners to increase participation in the 2020 Census of those who are less likely to respond or are often missed.

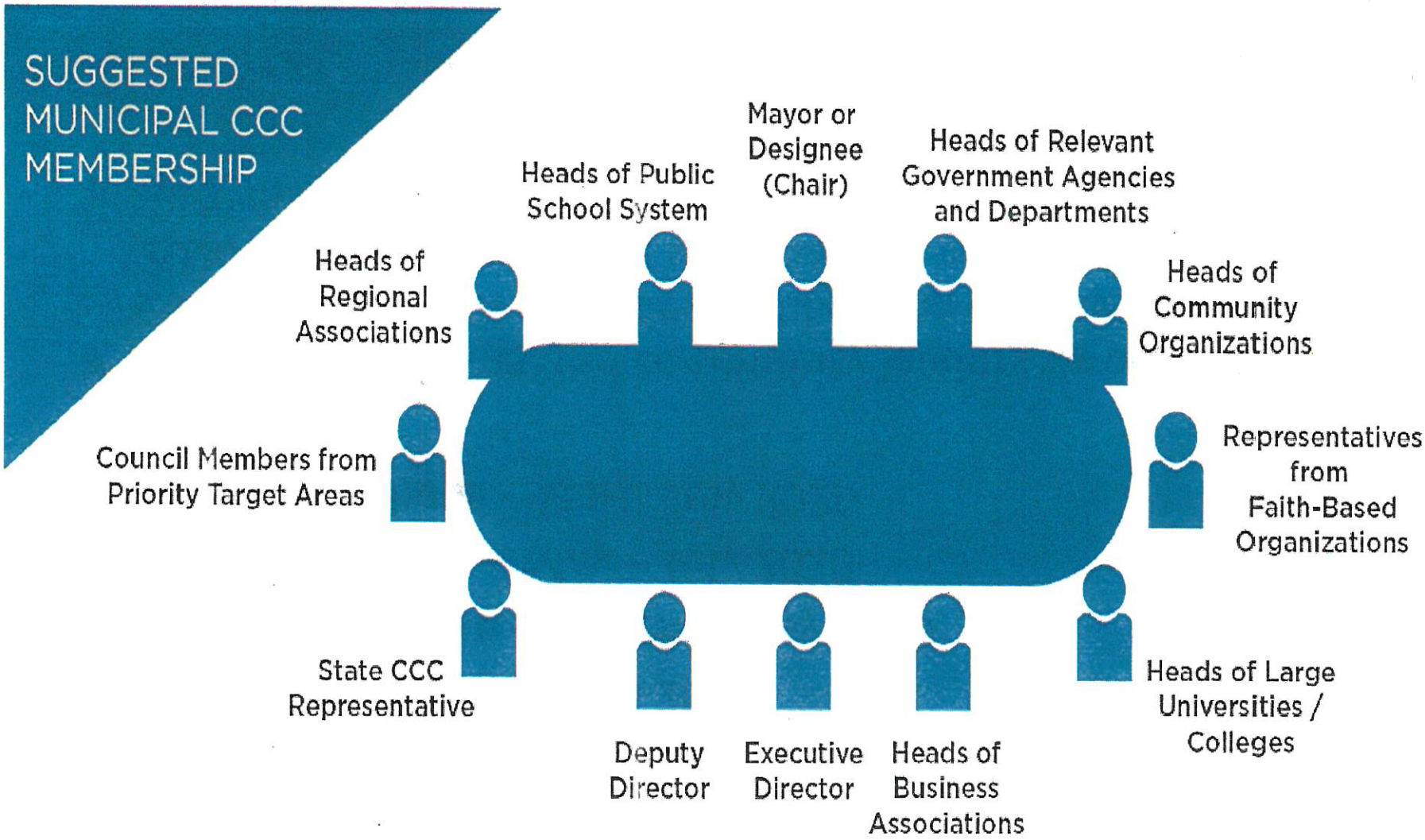
- **Educate** people about the 2020 Census and foster cooperation with enumerators
- **Encourage** community partners to motivate people to self-respond
- **Engage** grass roots organizations to reach out to hard to count groups and those who aren't motivated to respond to the national campaign

Complete Count Committees

- Tribal, state and local governments work together with partners in their communities to form CCCs to promote the 2020 Census to their constituents.

- Committee members in CCs are:
  - Trusted Messengers
  - Leaders in respective industry
  - Partners between community and government

Suggested CCC Membership



**Partnership Specialist is advisor and Census liasion to Municipal CCC's*

Timeline – Key Communications

- The 2020 Census Phases
  - Education Phase – 2018-2019
  - Awareness Phase – April 2019
  - Motivation Phase – March – May 2020
  - Reminder Phase – May – July 2020
  - Thank You Phase – Starts July 2020

  - Local governments and community leaders throughout National City participate in activities highlighting the message that the 2020 Census is imminent and that it is easy, important and safe to participate

Questions ?

Contact

Roberto Garcia

Partnership Specialist, San Diego Region

Roberto.Garcia@2020census.gov

(619) 701-2098

References

Hard to Count Tracts:

https://www.census.gov/roam

Participation Rate:

https://www.census.gov/censusexplorer/2010ratemap.html?#

Population:

https://www.sandag.org/

Congressional districts undercount:

Each of California's congressional districts contains at least one census tract where more than 29% of residents are likely to be undercounted, according to the analysis.

http://www.govtech.com/data/Millions-of-Californians-Might-Go-Uncounted-in-2020-Census.html

Fresno Unified School District Preparing Career Ready Graduates BEFORE THE BOARD OF EDUCATION OF FRESNO UNIFIED SCHOOL DISTRICT OF FRESNO COUNTY, CALIFORNIA In the Matter of Proclaiming) The District's Commitment to Ensuring a Complete) Count of Students and Families During the 2020 Census)

RESOLUTION

WHEREAS, the United States Census, which is mandated by the U.S. Constitution, enumerates every person residing in the country regardless of citizenship status, and is fundamental to a fair and representative democracy; and

WHEREAS, the United States Census has critical implications for the state of California, and determines its allocation of seats in the House of Representatives; and

WHEREAS, according to the Library of Congress, 132 programs used Census Bureau data to distribute more than $675 billion in funds during fiscal year 2015 including school funding.

WHEREAS, according to the California Community Foundation 2017 Census Landscape Scan, the 1990 Census was one of the most inaccurate in U.S. history, and according to the California Legislative Analyst's Office, likely costing California at least $2 billion in federal funds; and

WHEREAS, the United States Census Bureau's Low Response Score (LRS) identifies communities whose characteristics predict low census participation. Fresno Unified School District is home to census block groups with some of the highest LRS scores; and

WHEREAS, in 2010 Fresno Unified School District was a leader in the Fresno County Complete Count Committee supporting strategies that increased an accurate count including: schools using Census learning material, communication with families, and encouraging employees and families to serve as Census canvassers; and WHEREAS, Fresno Unified School District is home to populations that are most frequently undercounted, including children under 6, youth, immigrants, renters, homeless populations, those with limited-English proficiency, as well as those who live in places where enumerators are unable to gain entry, including apartment buildings; and WHEREAS, a fair and accurate count on the 2020 Census will help ensure that the district's communities, families, and students are represented in our democracy and receive critical services and supports across education, crime prevention, health care, and transportation; and WHEREAS, the State of California has set aside over $90 million in the 2018/19 budget for statewide outreach and other activities related to the Census count, some of which may be available to local jurisdictions and community based organizations. (Fresno Unified School District Preparing Career Ready Graduates NOW, THEREFORE, BE IT RESOLVED that the Fresno Unified School District will again participate in our local Census Complete Count Committee and implement an action plan that supports a complete count of students and their families residing within the district on the 2020 Census. ADOPTED this 12th day of December, 2018 by the Board of Education of Fresno Unified School District, by the following vote: sno Unified School District Preparing Career Ready Graduates BEFORE THE BOARD OF EDUCATION OF FRESNO UNIFIED SCHOOL DISTRICT OF FRESNO COUNTY, CALIFORNIA In the Matter of Proclaiming) The District's Commitment to Ensuring a Complete) Count of Students and Families During the 2020 Census)

Sample Resolution "A"

Sample Resolution to Support Participation in the 2020 Census

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, [NAME] County received $[AMOUNT] in federal funding in 2017 and part of the basis for receiving these federal funds relies, in part, on census data; and

WHEREAS, census data also helps determine how many seats each state will have in the U.S. House of Representatives and is used in the redistricting of state legislatures, county boards of supervisors and city councils; and

WHEREAS, the decennial census is a huge undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, the U.S. Census Bureau is facing several challenges with the 2020 Census, which include declining response rates, technological change, and fiscal constraints, thus support from local government is critical; and

WHEREAS, the County of [NAME], in partnership with other local governments, the State, businesses, and community organizations, is committed to ensuring every resident is counted;

THEREFORE BE IT RESOLVED, that the County of [NAME] recognizes the importance of the 2020 Census and supports participation in helping to ensure a complete, fair, and accurate count.

PASSED, APPROVED, AND ADOPTED this day _____ of _____, 2018.

Sample Resolution "B"

COUNTY OF SAN DIEG
2019 FEB -4 AM 11:44
CLERK OF THE BOARD
OF SUPERVISORS

COUNTY OF SAN DIEGO

BOARD OF SUPERVISORS

1600 PACIFIC HIGHWAY, ROOM 335, SAN DIEGO, CALIFORNIA 92101-2470

AGENDA ITEM

DATE: **February 12, 2019**

TO: Board of Supervisors

SUBJECT: **COUNTY SUPPORT FOR A COMPLETE 2020 CENSUS COUNT IN CALIFORNIA (DISTRICTS: ALL)**

OVERVIEW

The federal government is mandated by the U.S. Constitution to count all persons living in the United States every ten years through the decennial census. This process allows for states and local governments to receive federal resources based on population numbers. Census undercounts result in the potential loss of revenue for public services until the next decennial census occurs.

Counties and cities are not mandated by the state or federal government to perform any task as part of the census. However, given that census data impacts the amount of funds that the state and local governments receive from the federal government, counties and cities have reason to promote an accurate census count.

Today we are asking the Board to adopt a resolution supporting the objectives of the 2020 California Complete Count and direct the Chief Administrative Officer (CAO) to send a letter in support of San Diego Association of Governments (SANDAG) continuing their past role of coordinating regional funds and expressing the County's interest in participating in outreach activities. Lastly, we are asking the CAO to report back to the Board on creative ways that County departments can promote and coordinate with community partners to ensure a complete census count.

RECOMMENDATION(S)
SUPERVISOR KRISTIN GASPAR AND SUPERVISOR NATHAN FLETCHER

1. Adopt a resolution stating the County of San Diego's support for the objectives of the Census 2020 California Complete Count campaign to promote participation in the 2020 Census.

2. Direct the CAO to send a letter to the Census 2020 California Complete Count Office in support of SANDAG's coordination of the regional funds allocated by the State of California for the promotion of the 2020 Census and to inform SANDAG of the County's desire to be an active participant in their regional 2020 Census outreach activities.

3. Direct the CAO to develop a plan and report back to the Board with suggestions on how the County of San Diego can promote participation in the 2020 Census including but not limited to, working collaboratively with the U.S. Census Bureau, the Census 2020 California Complete Count Office, regional entities including SANDAG, local cities, and other non-governmental organizations who are working to ensure a complete census count.

FISCAL IMPACT
There is no fiscal impact associated with this item.

BUSINESS IMPACT STATEMENT
N/A

ADVISORY BOARD STATEMENT
N/A

BACKGROUND
Every ten years the federal government is mandated by the U.S. Constitution to count all persons living in the United States through the decennial census. The data collected during the census is used to calculate the number of federal dollars each state receives for programs.

According to the California State Association of Counties (CSAC), the State of California receives over $76 billion dollars for more than 70 programs based on 2010 Census data. A significant amount of federal funds are directed to counties and cities based on the data collected from the census. As such, a census undercount for a region can result in a debilitating loss of revenue for public services for the next decade.

The United States Census Bureau will conduct the 2020 Census in April 2020. The counts will use several tools including online, phone, mail and in-person visits. Given the challenge of San Diego County's large geographical size, and the concern that some residents may not return forms for a variety of reasons, the State of California established a Census 2020 California Complete Count Office to promote participation with all of the state's municipal governments.

Funds are available through the State of California to assist regions, community-based organizations, and non-profits with marketing and outreach programs related to the census count.

Counties and cities are not mandated by the state or federal government to perform any task as part of the census. However, given that census data impacts the amount of federal funds received by state and local governments, counties and cities should take an active interest in an accurate 2020 Census.

SANDAG has served as a regional body working cooperatively with local governments and community organizations to promote participation in the census for the last three decennial cycles. SANDAG has also served as the fiscal agent to administer state funds earmarked for the region and to support jurisdictions and non-governmental organizations during the census period.

SUBJECT: COUNTY SUPPORT FOR A COMPLETE 2020 CENSUS COUNT IN CALIFORNIA (DISTRICTS: ALL)

SANDAG has expressed the willingness to perform this role again by coordinating a regional working group to promote the 2020 Census and advocate for a unified outreach approach.

Today's action will direct the Chief Administrative Officer to take several steps outlined in this letter to promote and obtain an accurate 2020 Census.

LINKAGE TO THE COUNTY OF SAN DIEGO STRATEGIC PLAN
N/A

Respectfully submitted,

KRISTIN GASPAR
Supervisor, Third District

NATHAN FLETCHER
Supervisor, Fourth District

ATTACHMENT(S)
A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO RELATING TO REGIONAL SUPPORT AND PARTICIPATION IN THE 2020 CENSUS

SUBJECT: COUNTY SUPPORT FOR A COMPLETE 2020 CENSUS COUNT IN CALIFORNIA (DISTRICTS: ALL)

AGENDA ITEM INFORMATION SHEET

REQUIRES FOUR VOTES: ☐ Yes ☒ No

WRITTEN DISCLOSURE PER COUNTY CHARTER SECTION 1000.1 REQUIRED
☐ Yes ☒ No

PREVIOUS RELEVANT BOARD ACTIONS:
N/A

BOARD POLICIES APPLICABLE:
N/A

BOARD POLICY STATEMENTS:
N/A

MANDATORY COMPLIANCE:
N/A

ORACLE AWARD NUMBER(S) AND CONTRACT AND/OR REQUISITION NUMBER(S):
N/A

ORIGINATING DEPARTMENT District 3 and 4

OTHER CONCURRENCE(S): N/A

CONTACT PERSON(S):

Dustin Steiner	Paul Worlie
Name	Name
(619) 531-5533	(619) 531-5544
Phone	Phone
Dustin.Steiner@sdcounty.ca.gov	Paul.Worlie@sdcounty.ca.gov
E-mail	E-mail

Resolution No.:
Meeting Date:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO RELATING TO REGIONAL SUPPORT AND PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the U.S Census Bureau is required by Article 1, Section 2 of the U.S. Constitution to conduct an accurate count of the nation's population every ten years; and

WHEREAS, Census data is used to determine federal funding levels which are crucial to state and local governments; and

WHEREAS, a significant amount of work is required in order to achieve full participation in the 2020 U.S. Census, especially in California which has one of the highest hard to county populations in the nation; and

WHEREAS, recognizing these challenges, leaders in our state have made significant commitment to Census 2020 outreach and communication efforts by investing $90.3 million toward strategies and activities that will help ensure an accurate and successful count in California; and

WHEREAS, San Diego County is eligible to receive $1.6 million from the California Complete Count Census 2020 Office, based on the population and the California Hard-to-Count Index created by the California Department of Finance, Demographic Research Unit and modeled on the U.S Census Bureau's Hard-to-Count Score of past censuses; and

WHEREAS, the County of San Diego in partnership with the State of California, other local governments, business, and community organizations, is committed to ensuring every resident in the County is counted; and

WHEREAS, the County of San Diego recognizes that an undercount for the region in the 2020 census could result in the loss precious federal dollars and will support advocate for census participation in 2020 across the region especially in the hardest to count populations of the county; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the County of San Diego, working in partnership with the State of California, other local governments, public agencies, business and community organizations the County of San Diego is committed to ensuring every resident in the County is counted during the 2020 U.S. Census.

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: Rachel Witt, Senior Deputy County Counsel

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – 'Every Fifteen Minutes' hosted by the National City Police Department at Sweetwater High School from April 30, 2019 to May 1, 2019. (Neighborhood Services)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 5, 2019 **AGENDA ITEM NO.**

ITEM TITLE:

Temporary Use Permit – 'Every Fifteen Minutes' hosted by the National City Police Department at Sweetwater High School from April 30, 2019 to May 1, 2019.

PREPARED BY: Dionisia Trejo **DEPARTMENT:** Neighborhood Services Department

PHONE: (619) 336-4255 **APPROVED BY:**

EXPLANATION:

This is a request from the National City Police Department to conduct the 'Every Fifteen Minutes' simulation at Sweetwater High School from April 30, 2019 to May 1, 2019. This event is a simulation of the real-life experience without the real-life risks and consequences of drinking alcohol and texting while driving. This event includes the participation of our Police and Fire Department, High School Staff, local hospitals, video production crew, community officials, District Attorney's Office, funeral homes, and a wide cross-section of the community at-large.

Event organizers are requesting street closures of Highland Avenue from 28th Street to 30th Street on May 1, 2019 from 8 a.m. to 1 p.m. to display a mock traffic collision. May 1, 2019 will be the only day where City services are being requested. The April 30, 2019 date will involve activities both on campus and at outside facilities and agencies.
Residents in the area will be notified regarding the event and street closure. The school will also send out notification to students of this event.

Note: This event was approved in 2017 by Council with no waiver of fees.

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

City fee of $272.00 for processing the TUP through various City departments and $806.93 for Public Works.
Total Fees: $1,078.93

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval. All fees for this event will be paid via Police Grant.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.

City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

RECEIVED
JAN 30 2019
Neighborhood Services Department
City of National City

Type of Event

☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance

☒ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title: Every Fifteen Minutes 2019

Event Location (list all sites being requested): Sweetwater High School

Event Times

Set-Up Starts
Date 05/01/2019 Time 0800 Day of Week Wed.

Event Starts
Date 05/01/2019 Time 1100 Day of Week Wed.

Event Ends
Date 05/01/2019 Time 1145 Day of Week Wed.

Breakdown Ends
Date 05/01/2019 Time 1300 Day of Week Wed.

Applicant Information

Applicant (Your name): Graham Young Sponsoring Organization: NCPD / SUHI / NCPFF

Event Coordinator (if different from applicant): Graham Young / Marcus Macia

Mailing Address: 1200 National City Boulevard, National City , CA 91950

Day Phone: 610-336-4514 After Hours Phone: 619-599-5796 Cell: 619-599-5796 Fax: 619-336-445

Public Information Phone: _____ E-mail: gyoung@nationalcityca.gov

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: _____ Date 01/29/19

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

_____

_____

$ 0 _____ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$ 15,000 _____ Estimated Expenses for this event.

$ 0 _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Every 15 Minutes is a two-day program focusing on high school juniors and seniors, which challenges them to think about drinking, driving, personal safety, and the responsibility of making mature decisions. Along with alcohol-related crashes, it focuses on the impact that their decisions would have on family and friends.

Estimated Attendance

Anticipated # of Participants: 30-40 _____ Anticipated # of Spectators: 1,500 _____

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☒ No ☐

List any streets requiring closure as a result of the event (provide map): 2900-3000 Highland Ave.

Date and time of street closure: 05/01/19 0800 Date and time of street reopening: 05/01/19 1300

☐ Other (explain)

Requesting to post "no parking" notices? Yes ☒ No ☐

☒ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

☒ Other (explain) NCPD will handle posting of signs three days before the event.

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: NCPD will handle event security, traffic control and street closures.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization NCPD - Please see above.

Security Director (Name): Graham Young Phone: 619-336-4514

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurance/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☒ No ☐

☐ First aid station to be staffed by professional company. ▶ Company National City Fire Department

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
All facilities (SUHI) and the streets of National City City are ADA approved. Persons with disabilites will have the same acces to the event as everyone else.

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ▶ _____ (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

☒ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☒ Other (explain) A mock-traffic collision will be set up on Highland Avenue.

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☒ No ☐

☒ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

_____
Address City/State Phone Number

Using electrical power? Yes ☐ No ☒

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold of given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

☐ Vendors preparing food on-site ▶ #_____ ▶ Business License #_____

If yes, please describe how food will be served and/or prepared: _____

_____

If you intend to cook food in the event area please specify the method:
☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ▶ #_____ ▶ Business License #_____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ #_____

☐ Vendors selling food #_____ ▶ Business License #(s) _____

☐ Vendors selling merchandise #_____ ▶ Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) #_____

▶ Explain type(s) of information _____

☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a $25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least $2 Million dollars per occurrence/ $4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is $502.00

Arranging for media coverage? Yes ☒ No ☐

☒ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☐

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ▶ _____
Company Phone

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

☐ Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ▶ # of set-up day(s) _____

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☐ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☐ N/A

Breaking down set-up the day after the event?

☐ Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____

☐ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☒ Using volunteer clean-up crew during and after event.

☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

Restroom accomodations - all participants will be students at SUHI - school access

Please make a copy of this application for your records.
We do not provide copies.

Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: EFM 2019

Event Address: 2900 Highland Ave Expected # of Attendees: 1500

Event Host/Coordinator: NCPD/SOHI/NCPFF Phone Number: 619.336.4514

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____			✓
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			✓
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			✓
Do all storm drains have screens to temporarily protect trash and debris from entering?			✓
Are spill cleanup kits readily available at designated spots?			✓

*** A Post-Event Storm Water Compliance Checklist will be completed by City Staff.**

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of $1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: National City Police Department / Sweetwater High School

Person in Charge of Activity: Graham Young, Lt.

Address: 1200 National City Boulevard, National City, CA 91950

Telephone: 619 · 336 · 4514 Date(s) of Use: 05/01/2019

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: _____

Official Title: LIEUTENANT - NCPD. Date: 01/29/2019

For Office Use Only

Certificate of Insurance Approved _____ Date _____

EVERY 15 MINUTES DESCRIPTION

The Every 15 Minutes Program offers real-life experience without the real-life risks. This emotionally charged program, entitled Every 15 Minutes, is an event designed to dramatically instill teenagers with the potentially dangerous consequences of drinking alcohol and texting while driving. This powerful program will challenge students to think about drinking, texting while driving, personal safety, and the responsibility of making mature decisions when lives are involved.

During the first day events the "Grim Reaper" calls students who have been selected from a cross-section of the entire student body out of class. One student is removed from class every 15 minutes. A police officer will immediately enter the classroom to read an obituary which has been written by the "dead" student's parent(s) - explaining the circumstances of their classmate's demise and the contributions the student has made to the school and the community. A few minutes later, the student will return to class as the "living dead," complete with white face make-up, a coroner's tag, and a black Every 15 Minutes T-shirt. From that point on "victims" will not speak or interact with other students for the remainder of the school day. Simultaneously, uniformed officers will make mock death notifications to the parents of these children at their home, place of employment or business.

After lunch, a simulated traffic collision will be viewable on the school grounds. Rescue workers will treat injured student participants. These students will experience first-hand, the sensations of being involved in a tragic, alcohol-related and texting while driving collision. The coroner will handle fatalities on the scene, while the injured students will be extricated by the jaws-of-life manned by Fire-Fighters and Paramedics. Police Officers will investigate, arrest, and book the student "drunk driver". Student participants will continue their experience by an actual trip to the morgue, the hospital emergency room, and to the police department jail for the purpose of being booked for "drunk driving".

At the end of the day, those students who participated in the staged accident as well as those who were made-up as the "living dead" will be transported to a local hotel for an overnight student retreat. The retreat will simulate the separation from friends and family. A support staff of counselors and police officers will facilitate the retreat.

During the most powerful program of the retreat, the students will be taken through an audio - visualization of their own death. Then each student will write a letter to his or her parents starting out with . . .

> *"Dear Mom and Dad, every fifteen minutes someone in the United States dies from an alcohol related traffic collision, and today I died. I never had the chance to tell you....."*

Parents will also be asked to write similar letters to their children. These letters will be shared the following day when students and parents will be reunited at a school assembly.

The students will engage in challenging and interactive exercises. Impaired simulator goggles will be used to allow students to experience firsthand the potentially fatal consequences of alcohol and drug impairment. The goggles will allow students the opportunity to understand the dangers of impaired driving without taking a drop of alcohol or using drugs of any type. Research shows that those who learn from hands-on experience retain two to four times more than those who learn from just listening, or from listening and seeing.

"Grim Reaper" and the staged crash. The assembly will be hosted by an Officer (Project Coordinator), who will guide the audience through the devastating effects of losing a loved one due to a bad choice. Speakers will include students who will read letters to their parents, police officers, and hospital personnel who shared their emotional trauma of dealing with kids killed in traffic crashes. Parents will share their personal reflections of their involvement in this program. We will also have a powerful speaker who actually lost a child to a drunk driver, or as the result of driving while under the influence or texting while driving.

The focus of the assembly stresses that the decision to consume alcohol can affect many more people than just the one who drinks and the dangers of texting while driving. This very emotional and heart-wrenching event will illustrate to students the potentially dangerous consequences of their use of alcohol and texting while driving, regardless of how casual they believe their use is.

This event includes the participation of our Police and Fire Departments, High School Staff, Local Hospital, Video Production Crew, Community Officials, District Attorney's Office, Funeral Homes and a wide cross-section of the community at-large. It is our goal to utilize the strength, talent and resources of business and industry to prevent drunk driving and texting while driving.

SCHEDULE of EVENTS

Mock Traffic Collision / Students Removed From Classrooms

7:00	Meet at Sweetwater High School for Traffic Control/Moulage artists/student check-in
7:45	Shutdown traffic on Highland Avenue, start diverting traffic to other streets (parking Enforcement, CSO's and traffic units).
8:00	Highland Avenue shut down from 24th Street to 30th Street (business/residences between 24th street and 28th street will be allowed access from 24th street – no traffic between 28th Street and 30th Street). See attached traffic plan.
9:00	Mock traffic collision vehicles in place (vehicles obtained from tow contractors).
10:00	NCFD, AMR, NCPD staged in the "El Super" lot.
11:00	Event begins - Students let out to observe the mock collision.
12:00	Mock traffic collision completed, students will return to classroom.
12:30	lunch for students/participants
1:30	Shuttle students and participants to South Bay Court for mock trial.
2:00	Mock trial starts
4:00	Bus students and chaperones to student retreat location (Pine Valley Bible Campus)
5:00	Dinner for students and chaperones/guest speakers.
6:00	Student team-building at student retreat/parent retreat at Sweetwater High School.
9:00	lights out

SCHEDULE of EVENTS

Assembly

April 30, 2019

7:00	Load students on the bus from the retreat
8:30	Arrive at school start to get dressed
10:50	Students are released from class to gym
11:00	Assembly starts and "Living Dead" enter gym while slide show plays
11:10	Poem, "Why am I the one to die?"
11:15	Every 15 Minute video
11:30	Introduction-Officer Macias
11:35	Parent and Student reads "Good by" letter
11:40	Key Note Speaker- Michelle Eastland
11:45	Guest Speaker -Honorable Judge Ana Espana
11:50	Guest Speaker - Chief Manuel Rodriguez
11:55	Student Key Chain Challenge-Tre Z-90
12:00	Lunch, Z90 provides music

TRAFFIC CONTROL PLAN

OPERATIONS TIMES 0700 HOURS – 1200 HOURS

- 0700 Hours Stage at areas where traffic is going to be affected.
- 0730 Hours start shutting down the affected streets.
- 0800 hours all affected streets will be closed to through traffic.
- 1200 hours the traffic post will be completely opened for regular traffic on all streets.

"A" 24th Street and Highland Avenue

- **Close northbound traffic just south of the 7-11 south entrance to through traffic**
  - **Traffic Post manned by two (2) CSO's, PSO's or officers.**
  - **Residents and business owners will be allowed to pass this location with identification checks by posted personnel (28th Street is the furthest location south they may travel).**
  - **Street signs and cones patters set up as follow:**
    - **Eastbound 24th Street "no right turn" sign on to Highland Avenue south.**
    - **Westbound 24th Street "no left turn" sign on to Highland Avenue south.**
    - **Southbound Highland Avenue at 24th Street "road closed to through traffic" sign.**

"B" 30th Street and Highland Avenue

- **Close northbound traffic just south of the intersection of 30th Street to through traffic –**
  - **Traffic will be diverted using a cone pattern east and west, though traffic lanes coned off.**
  - **Traffic Post manned by two (2) CSO's, PSO's or officers.**
  - **Street signs and cones patters set up as follow:**
    - **Eastbound 30th Street "no right turn" sign on to Highland Avenue north.**
    - **Westbound 30th Street "no left turn" sign on to Highland Avenue north.**
    - **Northbound Highland Avenue at 30th Street "road closed to through traffic" sign.**

"C" 28th Street and Highland Avenue (700-800 block)

- **Close southbound traffic - only northbound traffic is allowed –**
  - **Traffic will be diverted using a cone pattern north on Highland Avenue.**
  - **Vehicle coming south on Highland Avenue will either have to make a U-turn at this location and head back northbound or make an eastbound turn on East 28th Street.**
  - **Traffic Post manned by one (1) CSO's, PSO's or officers.**
  - **Street signs and cones patters set up as follow:**
    - **Eastbound 28th Street "no right turn" sign on to Highland Avenue south.**

"D" 28th Street and Highland Avenue (800-900 block)

- Close southbound traffic – only northbound traffic allowed –
  - Traffic will be diverted using a cone pattern north on Highland Avenue.
  - Vehicle coming south on Highland Avenue will either have to make a U-turn at this location and head back northbound or make an eastbound turn on East 28th Street.
  - Traffic Post manned by one (1) CSO's, PSO's or officers.
  - Street signs and cones patters set up as follow:
    - Eastbound 28th Street "no left turn" sign on to Highland Avenue south.

"E" Mobile Gas Station and Audio Sound Business (corner of 30th Street and Highland Avenue)

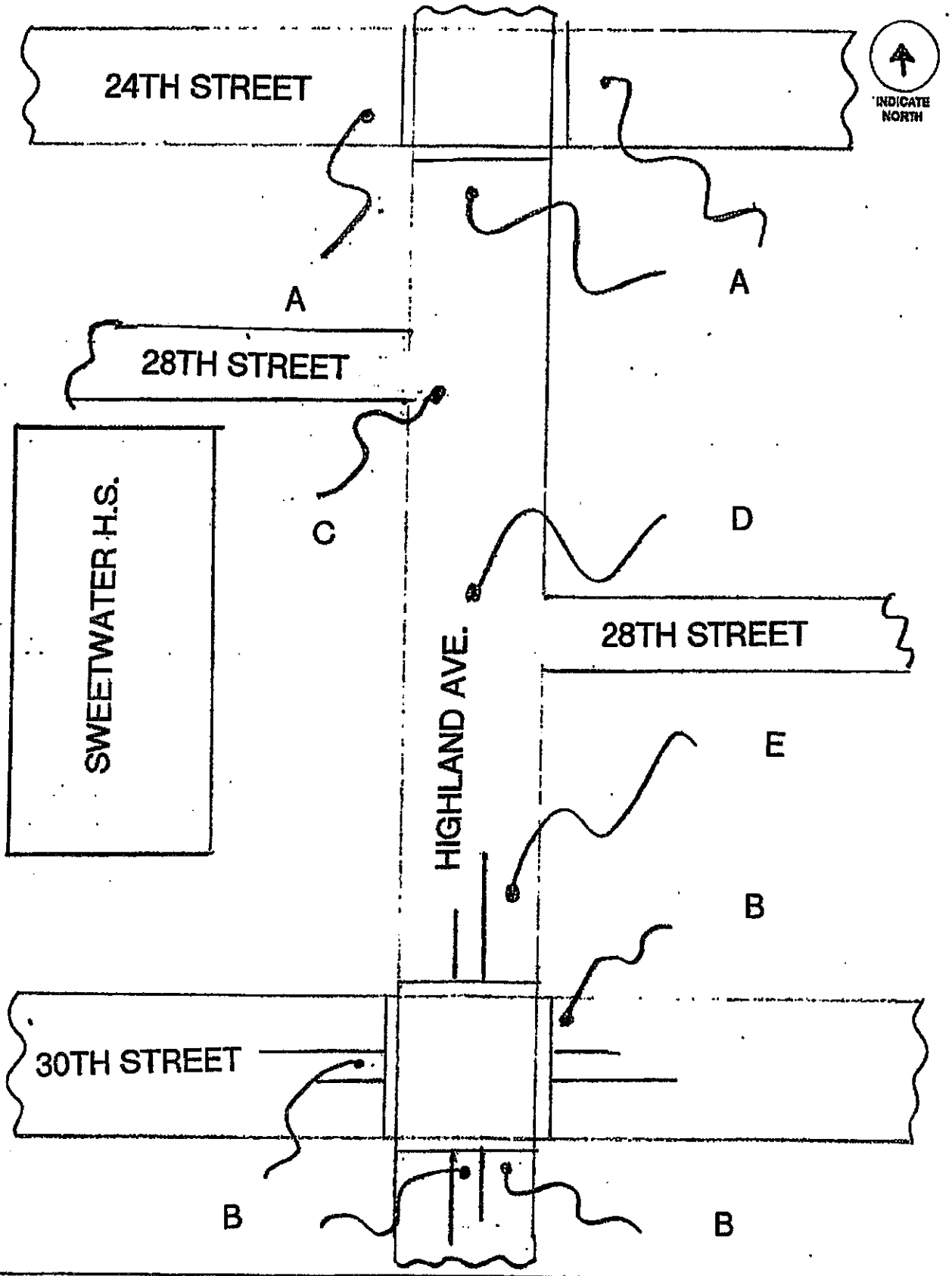
- The north exit of the gas station on Highland Avenue will have a semi-circle cone pattern in the #2 lane so that customers can go to the audio sound business located directly next to the Mobil Gas station to the north. Through traffic to the north on Highland will not be allowed
  - Cone pattern – semi circle
  - Traffic Post manned by one (1) CSO's, PSO's or officers.

STATE OF CALIFORNIA
FACTUAL DIAGRAM
CHP 555 Page 4(Rev. 1-03) OPI 061

Page of

DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =)



PREPARED BY	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR

CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS

SPONSORING ORGANIZATION: **National City Police Department and SUHI**
EVENT: **Every Fifteen Minutes 2019**
DATE OF EVENT: **April 30, 2019 to May 1, 2019**

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [x]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
CITY ATTORNEY	YES [x]	NO [ ]	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]
NEIGHBORHOOD SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

No comments

CITY ATTORNEY

Approved on condition that Risk Manager approves.

COMMUNITY SERVICES

No involvement

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

POLICE DEPARTMENT

Since this is a city event, sponsored by National City PD and National City FD, the police department will manage the overall safety of the event.

FINANCE

No comments

RISK MANAGER (619) 336-4370

Risk Management has reviewed the application and determined that this is an event that is sponsored by the City of National City through the Community Services Department. As such there would be no need for additional insurance for this event.

Should there be any participation by individuals from the public in this event; the Department will secure a properly executed Release and Waiver of Liability Declaration by the participants and/or parent(s) of the minor participants prior to being allowed to participate in said event.

PUBLIC WORKS (619)366-4580

Facilities Division
No involvement

Streets Division
4 staff members for 4 hours @ $33.76hr. = $540.16
2 trucks for 4 hours @ $22.76hr. = $182.08
30 wood a-frame barricades @ $1.04ea. = $31.20
10 signs with 2 barricades @ $3.12ea. = $31.20
100 cones = $22.29

Total = $806.93

Parks Division
No involvement

FIRE (619) 336-4550

No Fees or Inspection Required

Stipulations required by the Fire Department for this event are as follows:

1) The fire department has no comments or requirements for this event as we will be participating in the program.

The following page(s) contain the backup material for Agenda Item: Warrant Register #30 for the period of 01/16/19 through 01/22/19 in the amount of $620,701.42. (Finance)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 05, 2019 **AGENDA ITEM NO.:**

ITEM TITLE:
Warrant Register #30 for the period of 01/16/19 through 01/22/19 in the amount of $620,701.42. (Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant **DEPARTMENT:** Finance
PHONE: 619-336-4572 **APPROVED BY:**

EXPLANATION:
Per Government Section Code 37208, attached are the warrants issued for the period of 01/16/19 through 01/22/19.

Consistent with Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
DBX Inc	340435	177,476.29	Highland Ave and E. 28th St TS Imp
HMS Construction Inc	340446	60,182.50	Highland Ave Traffic Signal Project

FINANCIAL STATEMENT: **APPROVED:** Mark Raliuto **FINANCE**
ACCOUNT NO. **APPROVED:** **MIS**

Warrant total $620,701.42.

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

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

STAFF RECOMMENDATION:
Ratify warrants totaling $620,701.42

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:
Warrant Register # 30

WARRANT REGISTER # 30
1/22/2019

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS AND SUPPLIES / POLICE	340408	1/22/19	3,742.60
ADDICTION MEDICINE	D.O.T DRUG AND ALCOHOL TESTING PROGRAM	340409	1/22/19	1,600.00
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES	340410	1/22/19	7,396.66
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT FOR OUTREACH OCTOBER 2018	340411	1/22/19	10,869.52
ANGEL PETALS	OATH OF OFFICE CEREMONY DEC 2018	340412	1/22/19	199.66
AT&T	AT&T SBC PHONE SERVICE FOR JANUARY	340413	1/22/19	80.23
BAUTISTA IBARRA, D	TRAINING RPT WRT AD LODGE / PD	340414	1/22/19	107.54
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COST	340415	1/22/19	332.45
BLACKIE'S TROPHIES AND AWARDS	MOP NAME PLATES / POLICE	340416	1/22/19	87.00
BOOT WORLD	MOP 64096 BOOTS STAFF - NSD	340417	1/22/19	58.70
CALIXTO, R	TRAINING ADV LDG FTO / POLICE	340419	1/22/19	679.95
CHELIUS, A	TRAINING ADV LDG CHIA / POLICE	340420	1/22/19	430.84
CHRISTENSEN & SPATH LLP	CHRISTENSEN & SPATH - LEGAL SERVICES	340421	1/22/19	280.00
CITY OF LOS ANGELES	TRAINING TUITION LA LEADERSHIP ROUNDS	340422	1/22/19	900.00
CLEAR WATER TECHNOLOGIES LLC	MONTHLY WATER TREATMENT DEC 2018	340423	1/22/19	580.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	340424	1/22/19	8,578.50
COUNTY OF SAN DIEGO	MAIL SERVICE FOR NOV 2018	340425	1/22/19	3,374.39
COUNTYWIDE MECHANICAL	HVAC MAINTENANCE AND REPAIRS / PW	340426	1/22/19	2,737.38
COX COMMUNICATIONS	COX DATA VIDEO SERVICES - JANUARY	340427	1/22/19	5,408.89
DALEY & HEFT LLP	LIABILITY CLAIM COST	340428	1/22/19	4,117.42
DALEY & HEFT LLP	LIABILITY CLAIM COST	340429	1/22/19	3,945.50
DALEY & HEFT LLP	LIABILITY CLAIM COST	340430	1/22/19	2,519.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	340431	1/22/19	629.19
DALEY & HEFT LLP	LIABILITY CLAIM COST	340432	1/22/19	308.50
DANIELS TIRE SERVICE	MOP 76986 TIRES FOR CITY FLEET - PW	340433	1/22/19	929.30
DATA TICKET INC	DATA TICKET PARKING ENF NOV 2018	340434	1/22/19	2,158.27
DBX INC	HIGHLAND AVE AND E. 28TH T.S. IMP.	340435	1/22/19	177,476.29
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS / PD	340436	1/22/19	64.00
DION INTERNATIONAL TRUCK INC	TUBE HOSE FITTING FUEL OUTLET	340437	1/22/19	84.37
ENSAFE INC	NATLCT 2020 HOOVER UST DEC 2018	340438	1/22/19	46,807.41
EXPRESS PIPE AND SUPPLY	PLUMBING PARTS AND MATERIALS / PW	340439	1/22/19	348.35
FLYERS ENERGY LLC	MOBILE SUPER SYNTHETIC OIL	340440	1/22/19	1,002.99
FON JON PET CARE CENTER	ROCKO BOARDING / POLICE	340441	1/22/19	152.00
GEORGE H WATERS NUTRITION CTR	CATERING/OATH OF OFFICE CEREMONY	340442	1/22/19	97.15
GEOSYNTEC CONSULTANTS INC	CNC EMERGENCY RESPONSE SERVICE	340443	1/22/19	19,392.31
GRAINGER	MOP 09513. SUPPLIES / PD	340444	1/22/19	13.64
HANDY METAL MART	POLES FOR VISITOR LOT / PW	340445	1/22/19	2,810.79
HMS CONSTRUCTION INC	HIGHLAND AVE TRAFFIC SIGNAL PROJECT	340446	1/22/19	60,182.50
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES - BUILDING	340447	1/22/19	404.43
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	340448	1/22/19	4.00
LASER SAVER INC	MOP INK CARTRIDGES / PD	340449	1/22/19	589.10
MACHADO, R	REIMB: SUPPLIES FOR WALKOUT-RETIREMENT	340450	1/22/19	164.90
MACIAS, M	TRAINING ADV LDG CHIA / POLICE	340451	1/22/19	430.84
MAINTEX INC	JANITORIAL SUPPLIES / PW	340452	1/22/19	586.88
MEYERS NAVE	LABOR RELATIONS & NEGOT SERVICES	340453	1/22/19	17,101.07
MTS	MTS FLAGGING SERVICES	340454	1/22/19	55.25

WARRANT REGISTER # 30
1/22/2019

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
NATIONAL CITY CAR WASH	MONTHLY CAR WASH NOV 2018	340455	1/22/19	400.00
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	340456	1/22/19	13,890.00
NATIONAL CITY TROPHY	OATH OF OFFICE CEREMONY TROPHY	340457	1/22/19	476.32
NV5 INC	FIRE DEPT SITE SURVEY SERVICES	340458	1/22/19	40,044.50
ORANGE COUNTY SHERIFF'S T D	TRAINING TUITION FTO STINNETT AND CALIXTO / PD	340459	1/22/19	130.00
OVERLAND PACIFIC & CUTLER LLC	PARADISE CREEK PARK SEP TO NOV 2018	340460	1/22/19	12,242.50
PACIFIC TELEMANAGEMENT SERVICE	PUBLIC PAY PHONE SERVICES	340461	1/22/19	78.00
PERRY FORD	MOP 45703 AUTO SUPPLIES – PW	340462	1/22/19	135.00
PIERSON, D	TRAINING ADV LDG CHIA / POLICE	340463	1/22/19	430.84
POWERSTRIDE BATTERY CO INC	BATTERY PS31 - 95OS AND RECYCLE / PW	340464	1/22/19	604.23
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	340466	1/22/19	6,819.75
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC - NSD	340467	1/22/19	70.56
REGIONAL TRAINING CENTER	TRAINING TUITION ICI GANG FOUNDATION/PD	340468	1/22/19	795.00
RIVERSIDE SHERIFF'S DEPT	TRAINING TUITION REPORT WRITING / PD	340469	1/22/19	59.00
ROUNDS, R	TRAINING REIM LA LEADERSHIP / PD	340470	1/22/19	100.83
S & J BUILDERS	LIABILITY CLAIM COST	340471	1/22/19	10,021.29
SAM'S ALIGNMENT	WHEEL ALIGNMENT LABOR SERVICE	340472	1/22/19	40.00
SAN DIEGO COUNTY ASSESSOR	COUNTY RECORDS NOV 2018 - NSD	340473	1/22/19	4.00
SAN DIEGO HYDRAULICS	SEAL KIT REPLACEMENT / PW	340474	1/22/19	1,726.90
SAN DIEGO MIRAMAR COLLEGE	TRAINING 118TH ACADEMY SOSA AND OLIVAS / PD	340475	1/22/19	1,380.00
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VESTS / POLICE	340476	1/22/19	8,906.65
SCST INC	HIGHLAND AVE TRAFFIC SIGNAL MOD	340477	1/22/19	1,016.00
SDG&E	GAS & ELECTRIC UTILITIES - PW	340478	1/22/19	13,924.14
SDG&E	GAS & ELECTRIC UTILITIES - PW	340479	1/22/19	28,413.26
SELECT ELECTRIC INC	CITYWIDE TRAFFIC SIG & ADA IMPROV	340480	1/22/19	3,427.60
SESAC INC	MUSIC LICENSING FEE	340481	1/22/19	1,425.00
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICALS	340482	1/22/19	506.00
SMART & FINAL	MOP SUPPLIES / PD	340483	1/22/19	150.30
SMART SOURCE OF CALIFORNIA LLC	MOP BUSINESS CARDS / PD	340484	1/22/19	431.75
STAPLES BUSINESS ADVANTAGE	MOP 45704 / OFFICE SUPPLIES / PD	340485	1/22/19	66.01
STC TRAFFIC	FIBER OPTIC TS INTERCONNECT	340486	1/22/19	30,064.44
STINNETT, R	TRAINING ADV LDG FTO STINNETT	340487	1/22/19	679.95
STOUT, Z	EDUCATION REIMBURSEMENT	340488	1/22/19	146.00
SWAGIT PRODUCTION LLC	VIDEO MIGRATION/ 12 MONTHS OF VIDEO - MIS	340489	1/22/19	1,920.83
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	340490	1/22/19	17,754.99
SWEETWATER AUTHORITY	SWEETWATER AUTHORITY - 500 E PLAZA BLVD.	340491	1/22/19	27.82
SYSCO SAN DIEGO INC	CONSUMABLES FOR NUTRITION CENTER FOR FY	340492	1/22/19	71.34
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES - NSD	340493	1/22/19	424.14
THE SOHAGI LAW GROUP	SOHAGI LAW GROUP - LEGAL SERVICES	340494	1/22/19	2,962.50
THE STAR NEWS	ADVERTISING NOTICES JAN 11, 2019	340495	1/22/19	638.07
TODD PIPE & SUPPLY LLC	PLUMBING MATERIALS AND PARTS / PW	340496	1/22/19	2,053.80
U S BANK	CREDIT CARD EXPENSES / PD	340497	1/22/19	3,121.79
U S BANK	CREDIT CARD EXPENSES / PD	340498	1/22/19	3,389.00
U S BANK	CREDIT CARD EXPENSES / ENG	340499	1/22/19	1,901.43
U S BANK	CDC REFUNDING 2005 TARBS 2011 TABS	340500	1/22/19	750.00
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICAL	340501	1/22/19	77.00

WARRANT REGISTER # 30
1/22/2019

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	340502	1/22/19	242.65
UNITED ROTARY BRUSH CORP	MOP 62683 ST SWEEPER REPAIR - PW	340504	1/22/19	1,101.29
VCA EMERGENCY ANIMAL HOSPITAL	STRAY VET CARE / PD	340505	1/22/19	57.90
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR DECEMBER	340506	1/22/19	934.87
VIORA, B	EDUCATION REIMBURSEMENT	340507	1/22/19	268.00
VORTEX INDUSTRIES INC	REPAIRS TO SIDE SWING GATE NOV 2018	340508	1/22/19	1,500.00
WAXIE SANITARY SUPPLY	MISC JANITORIAL SUPPLIES - PW	340509	1/22/19	5,151.09
WETMORES	AUTOMOTIVE SUPPLIES / PW	340510	1/22/19	516.14
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	340511	1/22/19	278.50
			A/P Total	**613,568.73**

SECTION 8 HAPS	Start Date	End Date	
	1/16/2019	1/22/2019	**7,132.69**

GRAND TOTAL **$ 620,701.42**

Certification

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

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5TH OF MARCH 2019.

AYES_____

NAYS_____

ABSENT_____

The following page(s) contain the backup material for Agenda Item: Warrant Register #31 for the period of 01/23/19 through 01/29/19 in the amount of $1,632,010.44. (Finance)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 05, 2019 **AGENDA ITEM NO.:**

ITEM TITLE:
Warrant Register #31 for the period of 01/23/19 through 01/29/19 in the amount of $1,632,010.44. (Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant **DEPARTMENT:** Finance
PHONE: 619-336-4572 **APPROVED BY:**

EXPLANATION:
Per Government Section Code 37208, attached are the warrants issued for the period of 01/23/19 through 01/29/19.

Consistent with Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Audio Associates	340656	75,489.40	Audio/Video Equipment / MIS
Public Emp Ret System	1292019	237,512.21	Service Period 12/18/18-12/31/18

FINANCIAL STATEMENT: **APPROVED:** Mark Raliuto **FINANCE**
ACCOUNT NO. **APPROVED:** **MIS**

Warrant total $1,632,010.44.

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

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

STAFF RECOMMENDATION:
Ratify warrants totaling $1,632,010.44

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:
Warrant Register # 31

WARRANT REGISTER # 31
1/29/2019

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR SERVICE AND REPAIR/PW	340512	1/29/19	10,710.00
ACEDO, I	RETIREE HEALTH BENEFITS FEB 2019	340513	1/29/19	160.00
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	340514	1/29/19	281.92
ANDERSON, E	RETIREE HEALTH BENEFITS FEB 2019	340515	1/29/19	110.00
ASCAP	LICENSE FEE JAN - DEC 2019	340516	1/29/19	712.00
AT&T	AT&T SVCS DEC 13, 2018 - JAN12, 2019	340517	1/29/19	8,261.74
AT&T	AT&T SVCS JAN 13 THRU FEB 12, 2019	340518	1/29/19	413.30
BEARD, P	RETIREE HEALTH BENEFITS FEB 2019	340519	1/29/19	70.00
BECK, L	RETIREE HEALTH BENEFITS FEB 2019	340520	1/29/19	140.00
BEVERIDGE, M	EDUCATION REIMBURSEMENT - FIRE	340521	1/29/19	1,500.00
BIDDLE CONSULTING GROUP INC	CRITICALL ELITE MAINT RENEWAL	340522	1/29/19	1,539.00
BISHOP, R	RETIREE HEALTH BENEFITS FEB 2019	340523	1/29/19	110.00
BJ'S RENTALS INC	GENERATOR AND LIGHT TOWER RENTAL / CSD	340524	1/29/19	514.32
BOEGLER, C	RETIREE HEALTH BENEFITS FEB 2019	340525	1/29/19	260.00
BULL, P	RETIREE HEALTH BENEFITS FEB 2019	340526	1/29/19	580.00
CALIFORNIA COMMERCIAL SECURITY	ELECTRONIC DOOR LOCK INSTALLATION	340527	1/29/19	984.82
CALIFORNIA DEPARTMENT OF TAX & ADMIN	PAY SALES TAX LIABILITY OCT - DEC 2018	340528	1/29/19	1,527.00
CARRILLO, R	RETIREE HEALTH BENEFITS FEB 2019	340529	1/29/19	290.00
CEB	BOOKS / CITY ATTORNEY'S OFFICE	340530	1/29/19	184.04
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	340531	1/29/19	647.15
COAST INDUSTRIAL SYSTEMS INC	CABLE ASSY / STREETS DEPT	340532	1/29/19	69.06
COLE, L	RETIREE HEALTH BENEFITS FEB 2019	340533	1/29/19	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS FEB 2019	340534	1/29/19	420.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL SUPPLIES FOR LAS PALMAS POOL	340535	1/29/19	14,360.59
CONDON, D	RETIREE HEALTH BENEFITS FEB 2019	340536	1/29/19	280.00
CORDERO, E	RETIREE HEALTH BENEFITS FEB 2019	340537	1/29/19	520.00
CORPUZ, T	RETIREE HEALTH BENEFITS FEB 2019	340538	1/29/19	140.00
COX COMMUNICATIONS	COX TV SVC JAN 10, 2019 - FEB 09, 2019	340539	1/29/19	83.36
CSMFO	2019 MEMBERSHIP / ROBERTS / FINANCE	340540	1/29/19	110.00
CSMFO	2019 MEMBERSHIP / GALEANA / FINANCE	340541	1/29/19	75.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS FEB 2019	340542	1/29/19	250.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2019	340543	1/29/19	833.73
DAY WIRELESS SYSTEMS	COMMS EQUIP SERVICE	340544	1/29/19	1,331.50
DE LAGE LANDEN	SHARP COPIERS JAN 07 - FEB 06, 2019	340545	1/29/19	2,939.63
DELGADO, E	REIMB SCHEDULE SOFTWARE - COMM S	340546	1/29/19	200.00
DEPT OF CONSERVATION	SMIP FEES	340547	1/29/19	1,380.63
DESROCHERS, P	RETIREE HEALTH BENEFITS FEB 2019	340548	1/29/19	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS FEB 2019	340549	1/29/19	70.00
DIAZ, M	RETIREE HEALTH BENEFITS FEB 2019	340550	1/29/19	680.00
DILLARD, S	RETIREE HEALTH BENEFITS FEB 2019	340551	1/29/19	480.00
D-MAX ENGINEERING	STORM WATER SERVICES 2018-19	340552	1/29/19	39,975.21
DREDGE, J	RETIREE HEALTH BENEFITS FEB 2019	340553	1/29/19	250.00
DUNBAR ARMORED INC	ARMORED SERVICES JAN 2019 - FIN	340554	1/29/19	273.57
EISER III, G	RETIREE HEALTH BENEFITS FEB 2019	340555	1/29/19	250.00
ESGIL CORPORATION	PLAN CHECKS, FIRE	340556	1/29/19	2,487.90
ETZLER, J	RETIREE HEALTH BENEFITS FEB 2019	340557	1/29/19	460.00
FABINSKI, D	RETIREE HEALTH BENEFITS FEB 2019S	340558	1/29/19	220.00

WARRANT REGISTER # 31
1/29/2019

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES - PW	340559	1/29/19	140.62
FERNANDEZ, R	RETIREE HEALTH BENEFITS FEB 2019	340560	1/29/19	270.00
FIFIELD, K	RETIREE HEALTH BENEFITS FEB 2019	340561	1/29/19	540.00
FIRE ETC	EQUIPMENT AND MAINTENANCE	340562	1/29/19	1,313.73
FIRST BOOK	GIVEAWAY BOOKS / LIBRARY	340563	1/29/19	232.09
GAFFNEY, M	RETIREE HEALTH BENEFITS FEB 2019	340564	1/29/19	1,400.00
GELSKEY, K	RETIREE HEALTH BENEFITS FEB 2019	340565	1/29/19	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS FEB 2019	340566	1/29/19	120.00
GONZALES, M	RETIREE HEALTH BENEFITS FEB 2019	340567	1/29/19	480.00
GOVERNMENT FINANCE	MEMBERSHIP / FINANCE	340568	1/29/19	595.00
GOVERNMENT FINANCE	MEMBERSHIP / GALEANA / FINANCE	340569	1/29/19	150.00
GRAINGER	9907618103 - ICE MAKERS / PW	340570	1/29/19	4,251.46
HANSON, E	RETIREE HEALTH BENEFITS FEB 2019	340571	1/29/19	135.00
HARLAN, M	RETIREE HEALTH BENEFITS FEB 2019	340572	1/29/19	500.00
HAUG, S	RETIREE HEALTH BENEFITS FEB 2019	340573	1/29/19	120.00
HERNANDEZ, M	RETIREE HEALTH BENEFITS FEB 2019	340574	1/29/19	1,200.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS FEB 2019	340575	1/29/19	400.00
HODGES, B	RETIREE HEALTH BENEFITS FEB 2019	340576	1/29/19	200.00
HOME DEPOT CREDIT SERVICES	KIMBALL HOLIDAY SUPPLIES - COMM SVCS	340577	1/29/19	2,148.92
IBARRA, J	RETIREE HEALTH BENEFITS FEB 2019	340578	1/29/19	780.00
JAMES, R	RETIREE HEALTH BENEFITS FEB 2019	340579	1/29/19	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS FEB 2019	340580	1/29/19	50.00
KASEYA	ANNUAL MAINTENANCE SUBSCRIPTION (CORE)	340581	1/29/19	3,699.50
KIMBLE, R	RETIREE HEALTH BENEFITS FEB 2019	340582	1/29/19	300.00
KLOS, F	RETIREE HEALTH BENEFITS FEB 2019	340583	1/29/19	480.00
LANDA, A	RETIREE HEALTH BENEFITS FEB 2019	340584	1/29/19	155.00
LASER SAVER INC	MOP 45725. INK CARTRIDGES / FINANCE	340585	1/29/19	255.51
LEACH, D	RETIREE HEALTH BENEFITS FEB 2019	340586	1/29/19	600.00
LEAGUE OF CALIFORNIA CITIES	LUNCHEON MEETINGS - 3 ATTENDEES	340587	1/29/19	1,500.00
LIMFUECO, M	RETIREE HEALTH BENEFITS FEB 2019	340588	1/29/19	160.00
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES / PW	340589	1/29/19	712.07
MALLORY SAFETY & SUPPLY LLC	SWEATSHIRTS LIME/BLACK - PW	340590	1/29/19	494.85
MATIENZO, M	RETIREE HEALTH BENEFITS FEB 2019	340591	1/29/19	100.00
MATTHEW BENDER & COMP INC	BOOKS / CITY ATTORNEY'S OFFICE	340592	1/29/19	351.60
MC CABE, T	RETIREE HEALTH BENEFITS FEB 2019	340593	1/29/19	280.00
MEDINA, R	RETIREE HEALTH BENEFITS FEB 2019	340595	1/29/19	105.00
MENDOZA, G	RETIREE HEALTH BENEFITS FEB 2019	340596	1/29/19	290.00
MINER, D	RETIREE HEALTH BENEFITS FEB 2019	340597	1/29/19	580.00
MOBILE WIRELESS LLC	15 NETMOTION LICENSES - PD	340598	1/29/19	3,934.31
MORRISON, R	RETIREE HEALTH BENEFITS FEB 2019	340599	1/29/19	1,040.00
NATIONAL CITY CHAMBER	ANNUAL DINNER TABLE SPONSOR JAN 2019	340600	1/29/19	1,500.00
NOTEWARE, D	RETIREE HEALTH BENEFITS FEB 2019	340601	1/29/19	120.00
OHTM INC	KIMBALL HOLIDAY EVENT DEC 2018	340602	1/29/19	200.00
OLIVARES, G	RETIREE HEALTH BENEFITS FEB 2019	340603	1/29/19	280.00
OLIVERIA, H	RETIREE HEALTH BENEFITS FEB 2019	340604	1/29/19	720.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	340605	1/29/19	53.44
PAL GENERAL ENGINEERING INC	N. KENTON AVE. ST. IMPROV.	340606	1/29/19	34,872.32

WARRANT REGISTER # 31
1/29/2019

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	340607	1/29/19	72.63
PAUU JR, P	RETIREE HEALTH BENEFITS FEB 2019	340608	1/29/19	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS FEB 2019	340609	1/29/19	140.00
PENSKE FORD	R&M CITY VEHICLES FY 2019	340610	1/29/19	38.82
PETERS, S	RETIREE HEALTH BENEFITS FEB 2019	340611	1/29/19	290.00
PLANETBIDS INC	VENDOR AND BID MGMT SUPPORT	340612	1/29/19	4,361.35
POST, R	RETIREE HEALTH BENEFITS FEB 2019	340613	1/29/19	280.00
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	340614	1/29/19	124.07
PRO BUILD COMPANY	MOP 45707. SUPPLIES FOR FACILITIES	340616	1/29/19	4,622.18
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	340617	1/29/19	477.53
RAY, S	RETIREE HEALTH BENEFITS FEB 2019	340618	1/29/19	190.00
ROARK, L	RETIREE HEALTH BENEFITS FEB 2019	340619	1/29/19	135.00
RUA, JANETH	PARK PERMIT - REIMBURSEMENT	340620	1/29/19	25.00
RUIZ, J	RETIREE HEALTH BENEFITS FEB 2019	340621	1/29/19	310.00
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	340622	1/29/19	60.00
SANCHEZ, L	RETIREE HEALTH BENEFITS FEB 2019	340623	1/29/19	330.00
SDG&E	GAS & ELECTRIC UTILITIES - PW	340624	1/29/19	29,391.47
SERVATIUS, J	RETIREE HEALTH BENEFITS FEB 2019	340625	1/29/19	340.00
SHORT, C	RETIREE HEALTH BENEFITS FEB 2019	340626	1/29/19	300.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	340627	1/29/19	498.24
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. #9 BUSINESS LICENSE ENV / FINANCE	340628	1/29/19	1,438.36
SMITH, J	RETIREE HEALTH BENEFITS FEB 2019	340629	1/29/19	320.00
SOUTH BAY WINDOW & GLASS CO	BLIND IMSPIRE WHITE - MAYOR OFFICE	340630	1/29/19	1,126.86
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	340631	1/29/19	61.98
SPEEDPRO IMAGING	STANDARD SET OF GRAPHICS / PW	340632	1/29/19	718.25
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / FINANCE	340633	1/29/19	759.96
STEWART, W	RETIREE HEALTH BENEFITS FEB 2019	340634	1/29/19	200.00
STRASEN, W	RETIREE HEALTH BENEFITS FEB 2019	340635	1/29/19	135.00
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	340636	1/29/19	6,800.23
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES – PW	340637	1/29/19	495.90
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE 10/01/18 TO 12/31/18	340638	1/29/19	300.00
THE BANK OF NEW YORK MELLON	STATEMENT PREP FEE DEC 13, 2018	340639	1/29/19	75.00
THE BUMPER GUY INC	POLICE VEHICLE REPAIR	340640	1/29/19	6,757.99
TIPTON, B	RETIREE HEALTH BENEFITS FEB 2019	340641	1/29/19	250.00
T'S & SIGNS	STEP & REP BACKDROPS - COMM SVCS	340642	1/29/19	855.32
TSC GROUP INC	LEASE, STATION 33	340643	1/29/19	2,533.06
U S BANK	CREDIT CARD EXPENSES / POLICE	340644	1/29/19	3,208.28
UNITED RENTALS	MISCELLANEOUS PARTS	340645	1/29/19	43.50
VALLEY POWER SYSTEMS INC	CAR REPAIR - PW	340646	1/29/19	2,206.61
VERRY, L	RETIREE HEALTH BENEFITS FEB 2019	340647	1/29/19	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS FEB 2019	340648	1/29/19	480.00
VULCAN MATERIALS COMPANY	3/4 CL 2 BASE ASPHALT	340649	1/29/19	550.45
WAXIE SANITARY SUPPLY	MIC BLK CORELESS / PW	340650	1/29/19	468.00
WESTFLEX INDUSTRIAL	MOP 45850 GENERAL AUTO SUPPLIES - PW	340651	1/29/19	204.83
WETMORES	MOP 80333 AUTO SUPPLIES - PW	340652	1/29/19	48.57
WHITE, J	RETIREE HEALTH BENEFITS FEB 2019	340653	1/29/19	230.00
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRONIC SUPP - MIS	340654	1/29/19	271.09

WARRANT REGISTER # 31
1/29/2019

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ZUMAR INDUSTRIES INC	FILM 11773050 - YDS WHITE PRISMATIC	340655	1/29/19	1,128.88
AUDIO ASSOCIATES	AUDIO/VIDEO EQUIPMENT / MIS	340656	1/29/19	75,489.40
COUNTY OF SAN DIEGO	UNIFIED PROG FACILITY PERMIT JAN 2018/2019	340657	1/29/19	703.00
			A/P Total	**315,942.70**
WIRED PAYMENTS				
THE BANK OF NEW YORK MELLON	HUD - SECTION 108 LOAN PAYMENT	442323	1/23/19	30,579.75
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 12/18/18 - 12/31/18	1292019	1/29/19	237,512.21

PAYROLL

Pay period	Start Date	End Date	Check Date	
3	1/15/2019	1/28/2019	2/6/2019	**1,047,975.78**

GRAND TOTAL **$ 1,632,010.44**

Certification

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

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5TH OF MARCH 2019.

AYES_____

NAYS_____

ABSENT_____

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the Mayor to execute 1) the Agreement for Surrender and Termination of Lease between the San Diego Unified Port District and the City of National City for the property known as the National City Aquatic Center located at 3300 Goesno Place; 2) the Quitclaim Deed; and 3) the Assignment of the Coastal Development Permit. (Community Services)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: February 5, 2019 **AGENDA ITEM NO.:**

ITEM TITLE:
Resolution of the City Council of the City of National City approving the Mayor to execute 1) the Agreement for Surrender and Termination of Lease between the San Diego Unified Port District and the City of National City for the property known as the National City Aquatic Center located at 3300 Goesno Place; 2) the Quitclaim Deed; and 3) the Assignment of the Coastal Development Permit.

PREPARED BY: Audrey Denham **DEPARTMENT:** Community Services
PHONE: 619-336-4243 **APPROVED BY:** Audrey Denham

EXPLANATION:
See attached staff report.

FINANCIAL STATEMENT: **APPROVED:** Mark Raliuto **FINANCE**
ACCOUNT NO. **APPROVED:** _____ **MIS**
The transfer of the NCAC to the Port reduces the City's General Fund expenditures by $380,000 for the first year of operations, which includes onetime expenses for furniture, fixtures and equipment. Thereafter, the General Fund would be reduced by $255,000 annually.

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

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

STAFF RECOMMENDATION:
Adopt the resolution, approving the Mayor to execute 1) the Agreement for Surrender and Termination of Lease between the San Diego Unified Port District and the City of National City for the property known as the National City Aquatic Center located at 3300 Goesno Place; 2) the Quitclaim Deed; and 3) the Assignment of the Coastal Development Permit.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:
1. Staff Report
2. Agreement for Surrender and Termination of Lease and Quitclaim Deed
3. Assignment of Coastal Development Permit

City Council Staff Report

March 5, 2019

ITEM
Staff Report: Resolution of the City Council of the City of National City approving the Mayor to execute 1) the Agreement for Surrender and Termination of Lease between the San Diego Unified Port District and the City of National City for the property known as the National City Aquatic Center located at 3300 Goesno Place; 2) the Quitclaim Deed; and 3) the Assignment of the Coastal Development Permit.

BACKGROUND
In 2004, it became a community goal to offer a public facility providing access to the waterfront. The City of National City (City) and the San Diego Unified Port District (Port) worked together closely to realize this community goal and the National City Aquatic Center (NCAC) was completed in March of 2016. The NCAC is a 4,700 square foot boat house/aquatic center located in the National City Marina District. The main purpose of the NCAC is to provide recreational aquatic, safety and environmental programs. In addition, there is potential for facility rentals such as birthday parties, baby showers, special family events, school programs, and community and corporate team building events.

Since March 2015, the City of National City (City) has been unable to find a viable operator for the National City Aquatic Center (NCAC). Following is a timeline that shows the City and the Port's efforts to secure a long term operator for the NCAC:

- March 2015: City advertises and distributes an RFP for qualified operators.
- May 2015: City Council authorizes staff to begin negotiating terms of an Operating Agreement with the sole RFP responder, Pier 32 Marina.
- June 2015: Pier 32 Marina ceases negotiations with the City due to the financial uncertainty of operating the NCAC.
- February 2016: City Council authorizes staff to begin negotiating terms of an Operating Agreement with Southwestern Community College District (SWC).
- June-August 2016: as an interim solution the City enters into a facility use permit with Community Rowing of San Diego (CRSD) to offer programs at the NCAC.
- September 2016: City enters into a month to month facility use permit with CRSD to continue offering minimal programming.
- November 2016: the City and the Port issue a joint RFP seeking an operator for the NCAC.

- December 2016: the sole RFP response is a collaborative proposal by four non-profit organizations: CRSD, SWC, Ocean Connectors, and the YMCA (together referred to as the Collaborative).
- February 2017: City and Port staff meet with the Collaborative to discuss the proposal and request additional details.
- March 2017: City Council authorizes staff to contract directly with each member of the Collaborative to provide short-term programming at the NCAC for summer 2017, while long-term negotiations continue with the Collaborative.
- July 2017: the City and Port meet with the Collaborative to resume discussions about long-term operations of the NCAC.
- August 2017: the Collaborative submits their final budget proposal.
- September 2017: CRSD continues offering minimal programming through a month to month facility use permit with the City.
- September 2017: City staff determined the Collaborative did not have the wherewithal to operate the NCAC.
- December 2017: City staff entered into discussions with EXOS to operate the NCAC, with the intention of operating the NCAC in a similar fashion as Las Palmas Pool.
- February 2018: City staff budget $380,000 for the first year of NCAC operations, which includes onetime expenses for furniture, fixtures and equipment.
- May 2018: faced with a structural deficit City Council approves staff to enter into discussions with the Port to transfer the NCAC to the Port, reducing the structural deficit by $380,000.

To this day, CRSD continues to offer minimal programming, such as summer, fall and winter boating camps. Additionally, the Sweetwater High School rowing team, in partnership with CRSD, continues to hold weekly rowing practice at the NCAC.

DISCUSSION

City staff are seeking City Council approval to complete the transfer of the NCAC to the Port in order to reduce the structural deficit by $380,000 for the first year of operations and subsequently $255,000 annually. The Port will continue to work with the City to ensure National City youth are benefiting from programming offered at the NCAC. In addition, per the Coastal Development Permit the NCAC will continue to be a boating and environmental science public education facility with programming primarily directed toward youth. The Port understands the importance of offering the National City community a place to participate in boating classes and camps, environmental science programs, health and safety courses and job-related educational opportunities. The City will partner with the Port to market programs directly to National City residents through social media, the City's quarterly newsletter, and flyers. The Port is also committed to continuing the partnership with CRSD to offer youth boating programs and make the NCAC available for Sweetwater High School to continue their rowing program. The City will be permitted to use the NCAC for meetings or special events based on availability. Should the City's financial situation improve the Port has agreed to work with the City to allow the Community Services Department to offer various camps and classes at the NCAC.

The Port will vote on the Agreement for Surrender, Quitclaim Deed and Termination of Lease during their next scheduled Board of Port Commissioners regular meeting on March 12, 2019. The transfer will go into effect 30 days following approval by the Board of Port Commissioners.

FISCAL IMPACT
The transfer of the NCAC to the Port reduces the City's General Fund expenditures by $380,000 for the first year of operations, which includes onetime expenses for furniture, fixtures and equipment. Thereafter, the General Fund would be reduced by $255,000 annually.

RECOMMENDATION
Adopt the resolution, approving the Mayor to execute 1) the Agreement for Surrender and Termination of Lease between the San Diego Unified Port District and the City of National City for the property known as the National City Aquatic Center located at 3300 Goesno Place; 2) the Quitclaim Deed; and 3) the Assignment of the Coastal Development Permit.

AGREEMENT FOR
SURRENDER AND TERMINATION OF LEASE

This Agreement for Surrender and Termination of Lease, hereinafter "Agreement," is entered into as of _____, 2019 between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter "Lessor" and CITY OF NATIONAL CITY, a municipal corporation, hereinafter "Lessee," WITNESSETH:

WHEREAS, Lessor and Community Development Commission of National City, on the 8th day of June, 2010 entered into a lease of certain tidelands located in the City of National City, California, as more particularly described therein and attached hereto as Exhibits A and B ("Premises"), which lease is on file in the Office of the Clerk of Lessor bearing Document No. 56735, (hereinafter "Original Lease"); and

WHEREAS, Lessor administratively approved, on the 8th day of July, 2011, an assignment of Original Lease from Community Development Commission of National City to Lessee, which Assignment and Assumption Approval is on file in the Office of the Clerk of Lessor bearing Document No. 57887; and

WHEREAS, Lessor and Lessee, on the 11th day of January, 2013, entered into an Agreement for Amendment of Lease, Amendment No. 1, which Amendment is on file in the Office of the Clerk of Lessor bearing Document No. 59801, (hereinafter "Amendment No. 1"); and

WHEREAS, Lessor and Lessee, on the 13th day of August, 2013, entered into an Agreement for Amendment of Lease, Amendment No. 2, which Amendment is on file in the Office of the Clerk of Lessor bearing Document No. 60803, (hereinafter "Amendment No. 2");

WHEREAS, Lessee has requested that the Original Lease, as assigned and amended by Amendment No. 1 and Amendment No. 2 (Original Lease together with assignment, Amendment No. 1, and Amendment No. 2 collectively referred to hereinafter as "Lease") be mutually terminated and surrendered to Lessor;

ORIGINAL

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree to terminate the Lease by Lessee surrendering and vacating the Premises and Lessor accepting such surrender in accordance with the following:

1. Subject to the terms and conditions set forth herein, the Lease shall terminate on _____ ("Termination Date").

2. On or before the Termination Date, Lessee shall execute, acknowledge and deliver to Lessor a good and sufficient deed whereby all right, title and interest in the Lease and Premises, including without limitation, any and all improvements located thereon, is quitclaimed to Lessor in the form attached hereto as Exhibit C ("Quitclaim Deed").

3. On or before the Termination Date, Lessee shall execute, acknowledge and deliver to Lessor the Assignment of Coastal Development Permit CDP-2011-01, whereby interest and rights to, and obligations and liabilities arising from, Coastal Development Permit CDP-2011-01 are wholly assigned and transferred to Lessor as of the date of such document.

4. On or before delivery of the Quitclaim Deed, Lessee shall vacate the Premises and surrender possession to Lessor in accordance with the terms of the Lease.

5. Upon delivery of the Quitclaim Deed and Lessee vacating and surrendering the Premises in accordance with the terms of the Lease, Lessor shall accept the Quitclaim Deed and record it in the Official Records of San Diego County at the cost and expense of Lessee.

6. Prior to vacating the Premises and surrendering possession to Lessor, Lessee shall remove all furniture, equipment, and other personal property not listed and detailed in Exhibit D attached hereto. Upon delivery of the Quitclaim Deed and Lessee vacating and surrendering the Premises in accordance with the terms of the Lease, all rights, title and interest to the furniture, equipment, and other personal property listed and detailed in Exhibit D shall automatically transfer to Lessor, at no cost to Lessor.

7. Any remaining rights, duties, or obligations of the parties pursuant to the terms, covenants, and conditions in the Lease shall continue in full force and effect and shall not be affected by this Agreement. Nothing herein is intended nor shall be construed as a waiver of Lessor's rights or as a release of any of duties or obligations of Lessee, whether known or unknown at this time or upon the effective date of this Agreement. Explicitly and without limitation, all of Lessee's obligations under the Lease, Paragraphs 7, 22, 44, 45 and 47 shall survive this Agreement and the surrender and termination of the Lease.

SIGNATURE PAGE FOLLOWS

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL

By: _____
Assistant/Deputy

SAN DIEGO UNIFIED PORT DISTRICT,
a public corporation.

By: _____
Tony Gordon
Director, Real Estate

APPROVED AS TO FORM:
Angil P. Morris-Jones

By: _____
Roberto M. Contreras
Deputy City Attorney

CITY OF NATIONAL CITY, a municipal corporation

By: _____
Mayor Alejandra Sotelo-Solis

SDUPD Docs No. 1560209

(FOR USE BY _____)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

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.

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another 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 _____

- ☐ Individual
- ☐ Corporate Officer --Title(s):_____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name _____

- ☐ Individual
- ☐ Corporate Officer --Title(s):_____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

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.

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

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Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- ☐ Individual
- ☐ Corporate Officer --Title(s):_____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name _____

- ☐ Individual
- ☐ Corporate Officer – Title(s):_____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Legal Description for
CITY OF NATIONAL CITY
AQUATIC CENTER
TIDELAND LEASE
Within Corporate Limits of National City

All that certain portion of land conveyed to the San Diego Unified Port District by that certain Act of Legislature of the State of California pursuant to Chapter 67, Statutes of 1962, First Extraordinary Session, as amended, and delineated as Parcel 1-A on that certain Miscellaneous Map No. 564, filed in the Office of the San Diego County Recorder on May 28, 1976, File No. 76-164686, in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

Commencing at a 3" diameter brass disk monument stamped "SDUPD-020" as shown on Record of Survey Map No. 16668, filed in the office of the San Diego County Recorder on July 25, 2000; thence along a tie-line South 70°38'59" East a distance of 383.59 feet (calculated) to the TRUE POINT OF BEGINNING; thence North 72°06'01" East a distance of 87.30 feet; thence South 17°53'59" East a distance of 1.30 feet; thence North 72°06'01" East a distance of 13.57 feet; thence South 17°53'59" East a distance of 1.85 feet; thence North 72°06'01" East a distance of 10.00 feet; thence North 26°24'43" West a distance of 5.10 feet; thence North 33°14'07" East a distance of 0.85 feet; thence South 87°07'50" East a distance of 2.36 feet to the beginning of a non-tangent 21.60 foot radius curve, concave southeasterly to which a radial bears North 83°11'22" West; thence northeasterly along the arc of said curve through a central angle of 117°19'21" an arc distance of 44.23 feet to the beginning of a 37.30 foot radius compound curve, concave southwesterly; thence southeasterly along the arc of said curve through a central angle of 29°08'47" an arc distance of 18.98 feet; thence South 26°43'14" East a distance of 4.08 feet; thence North 87°07'02" West a distance of 4.57 feet; thence South 17°53'59" East a distance of 8.50 feet; thence North 72°06'01" East a distance of 3.80 feet; thence South 17°53'59" East a distance of 4.20 feet; thence South 72°06'01" West a distance of 3.80 feet; thence South 17°53'59" East a distance of 24.73 feet; thence South 84°22'14" West a distance of 7.50 feet; thence South 60°33'14" West a distance of 41.02 feet; thence South 83°38'48" West a distance of 23.01 feet; thence South 60°33'14" West a distance of 23.01 feet; thence South 83°38'48" West a distance of 22.89 feet; thence South 60°33'14" West a distance of 22.85 feet; thence North 33°22'53" West a distance of 60.00 feet to the TRUE POINT OF BEGINNING, containing 8,412 square feet or 0.19 acre of tidelands area.

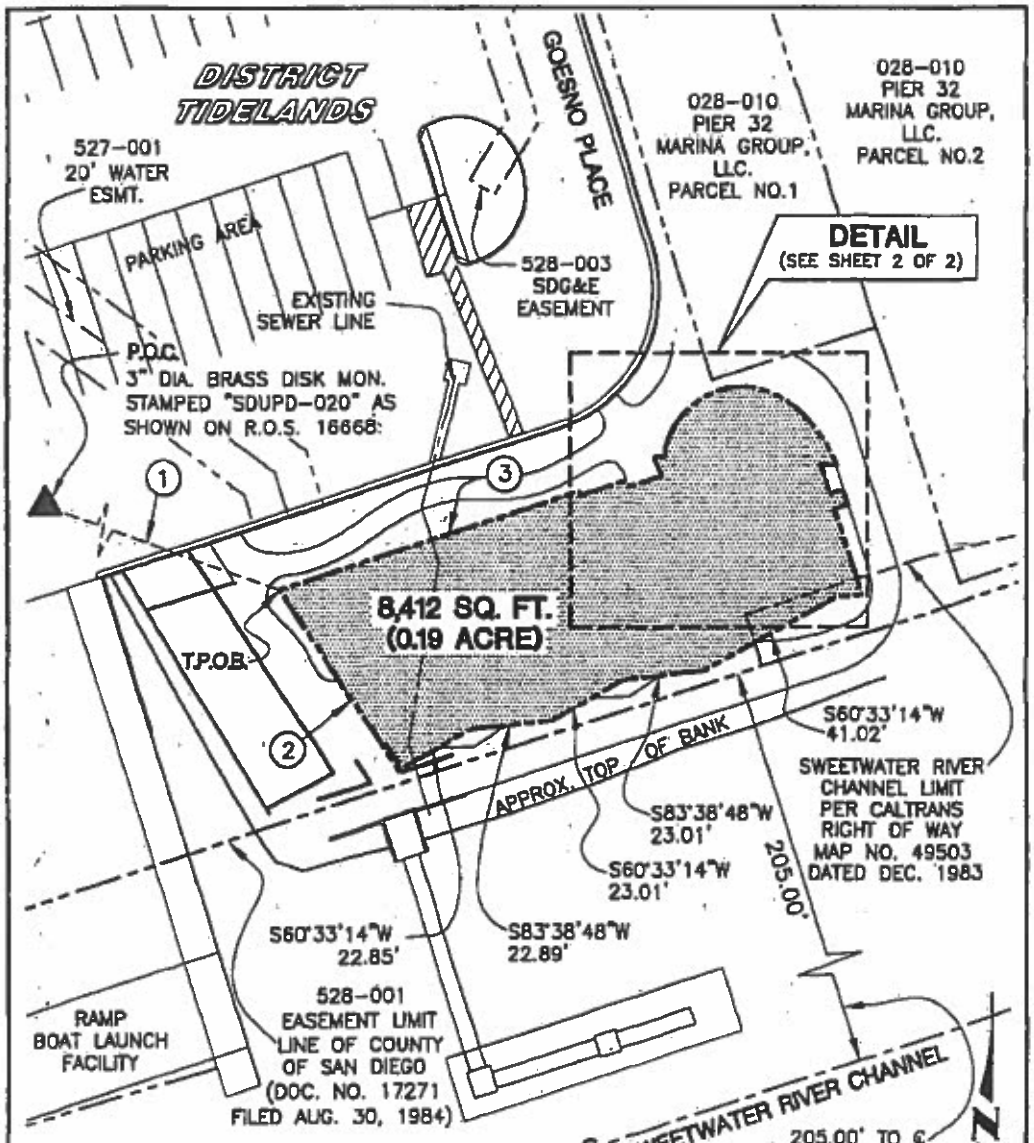
The above described land area is delineated on the San Diego Unified Port District Drawing No. 028-025, dated September 12, 2008 and made a part of this agreement.

All bearings and distances in the above legal description are grid, and based upon the California Coordinate System, Zone 6, N.A.D. 83, Epoch 1991.35.

Charles J. Sefkow 9-24-08
Charles J. Sefkow Date
L.S. 7876 Expires 31 Dec. 2008
Land Surveyor
San Diego Unified Port District

LICENSED LAND SURVEYOR
CHARLES J. SEFKOW
PLS NO. 7876
EXP. 12/31/08
STATE OF CALIFORNIA

EXHIBIT "A"



NOTES:

1. LEASE AREA SHOWN SHADED.
2. BEARINGS AND DISTANCES ARE GRID AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM ZONE 6, NAD 83, EPOCH 1991.35.

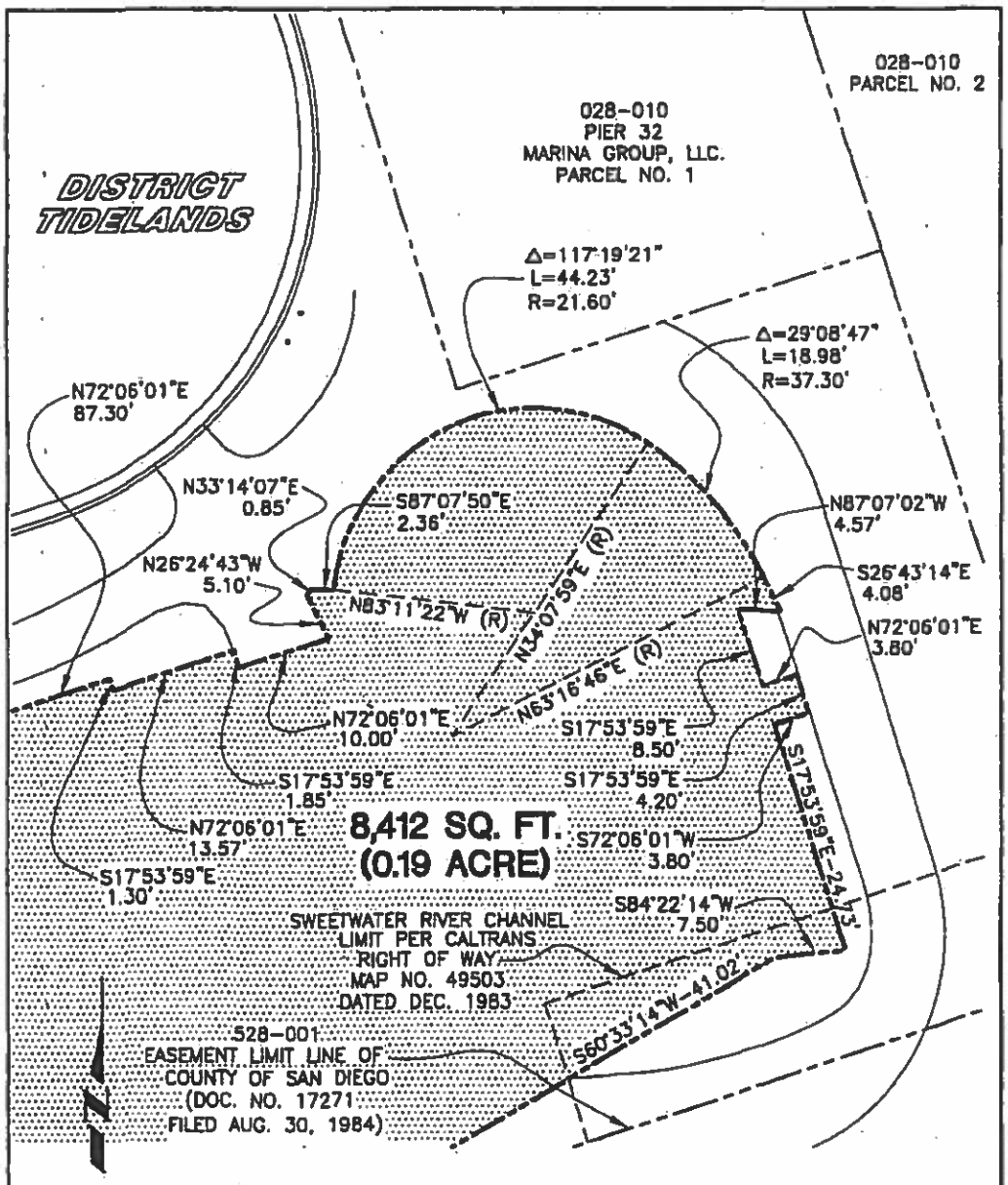
DATA TABLE:

1. S70°38'59"E-383.59'(CALC.)
2. N33°22'53"W-60.00'
3. N72°06'01"E-87.30'

DRAWN DARWIN VAQUEZ CHECKED A. SANTONIL REVIEWED T. MANTHOU	SAN DIEGO UNIFIED PORT DISTRICT TIDELAND LEASE WITHIN CORPORATE LIMITS OF NATIONAL CITY CITY OF NATIONAL CITY AQUATIC CENTER	DATE SEPT. 12, 2008 SCALE 1"=40' REF. 028-010
APPROVED LAND SURVEYOR, SDUPD		DRAWING NO. SHEET 1 OF 2 028-025

DEVSERV\REMI\E28\028-025\028-025-091208dwg.

EXHIBIT "B"



DETAIL

SCALE: 1"=15'

DRAWN DARWIN VASQUEZ CHECKED A.SANTONIL REVIEWED T.M.Rayburn APPROVED Charles J. Sullivan LAND SURVEYOR, SDUPD.	**SAN DIEGO UNIFIED PORT DISTRICT** TIDELAND LEASE WITHIN CORPORATE LIMITS OF NATIONAL CITY CITY OF NATIONAL CITY AQUATIC CENTER	DATE SEPT. 12, 2008 SCALE 1"=15' REF. 028-010 DRAWING NO. SHEET 2 OF 2 028-025

DEVSERV\REM\E028\028-025\028-025---091208dwg.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

San Diego Unified Port District)
Corporate Services – Records)
Post Office Box 120488)
San Diego, CA 92112-0488)

(Space Above this Line for Recorder's Use)

QUITCLAIM DEED

This Quitclaim Deed ("Quitclaim") is dated as of the ____ day of _____, 20___. The CITY OF NATIONAL CITY, a municipal corporation ("City" or "Grantor"), does hereby remise, release, and forever quitclaim to the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District" or "Grantee"), all of its right, title, and interest in and to the Lease between City (as successor in interest to Community Development Commission of National City, a community development commission) and District dated June 8, 2010, as amended by Agreement for Amendment No. 1 dated January 11, 2013, and Agreement for Amendment No. 2 dated August 13, 2013, together with all of its right, title, and interest in and to the following described real property in the City of National City, in the State of California, including without limitation, any and all improvements thereupon:

> Approximately 8,412 square feet of land area located at 3300 Goesno Place in the City of National City, California, more particularly described and delineated on Drawing No. 028-025 dated September 12, 2008, attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

GRANTOR:
CITY OF NATIONAL CITY,
a municipal corporation.

By: _____
Signature

PRINT NAME: Alejandra Sotelo-Solis

PRINT TITLE: _____Mayor_____

(FOR USE BY CITY OF NATIONAL CITY)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

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.

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another 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 _____
- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name _____
- ☐ Individual
- ☐ Corporate Officer – Title(s) _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Attorney in Fact
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- ☐ Guardian or Conservator
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RIGHT THUMBPRINT OF SIGNER

Top of thumb here

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

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On _____before me, _____, Notary Public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person whose name is 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.

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OPTIONAL

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- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

_____

_____

_____

_____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

_____

_____

_____

_____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Legal Description for
CITY OF NATIONAL CITY
AQUATIC CENTER
TIDELAND LEASE
Within Corporate Limits of National City

All that certain portion of land conveyed to the San Diego Unified Port District by that certain Act of Legislature of the State of California pursuant to Chapter 67, Statutes of 1962, First Extraordinary Session, as amended, and delineated as Parcel 1-A on that certain Miscellaneous Map No. 564, filed in the Office of the San Diego County Recorder on May 28, 1976, File No. 76-164686, in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

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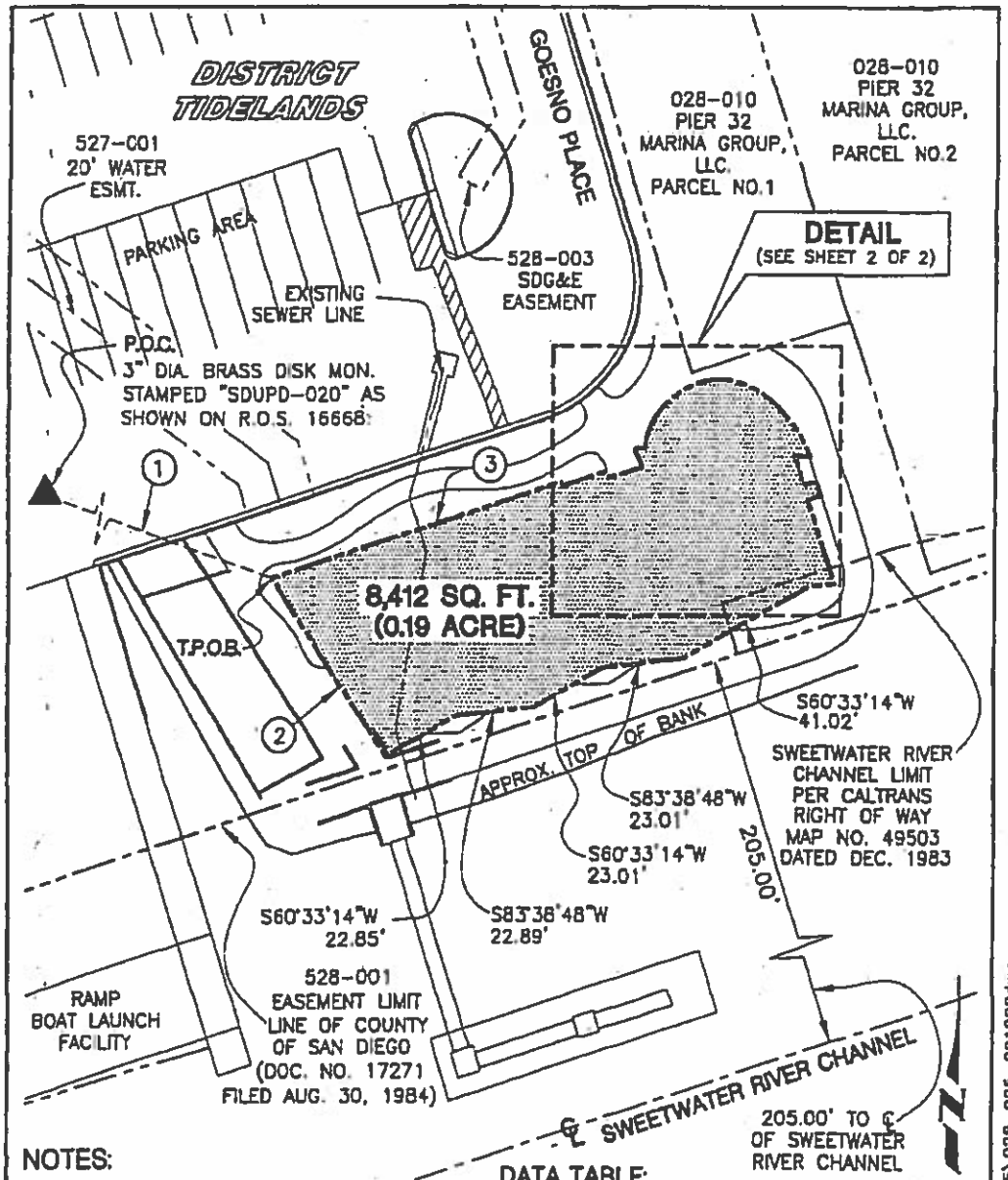
Charles J. Sefkow 9-24-08
Charles J. Sefkow Date
L.S. 7876 Expires 31 Dec. 2008
Land Surveyor
San Diego Unified Port District

LICENSED LAND SURVEYOR
CHARLES J. SEFKOW
PLS NO. 7876
EXP. 12/31/08
STATE OF CALIFORNIA

EXHIBIT "A"



NOTES:

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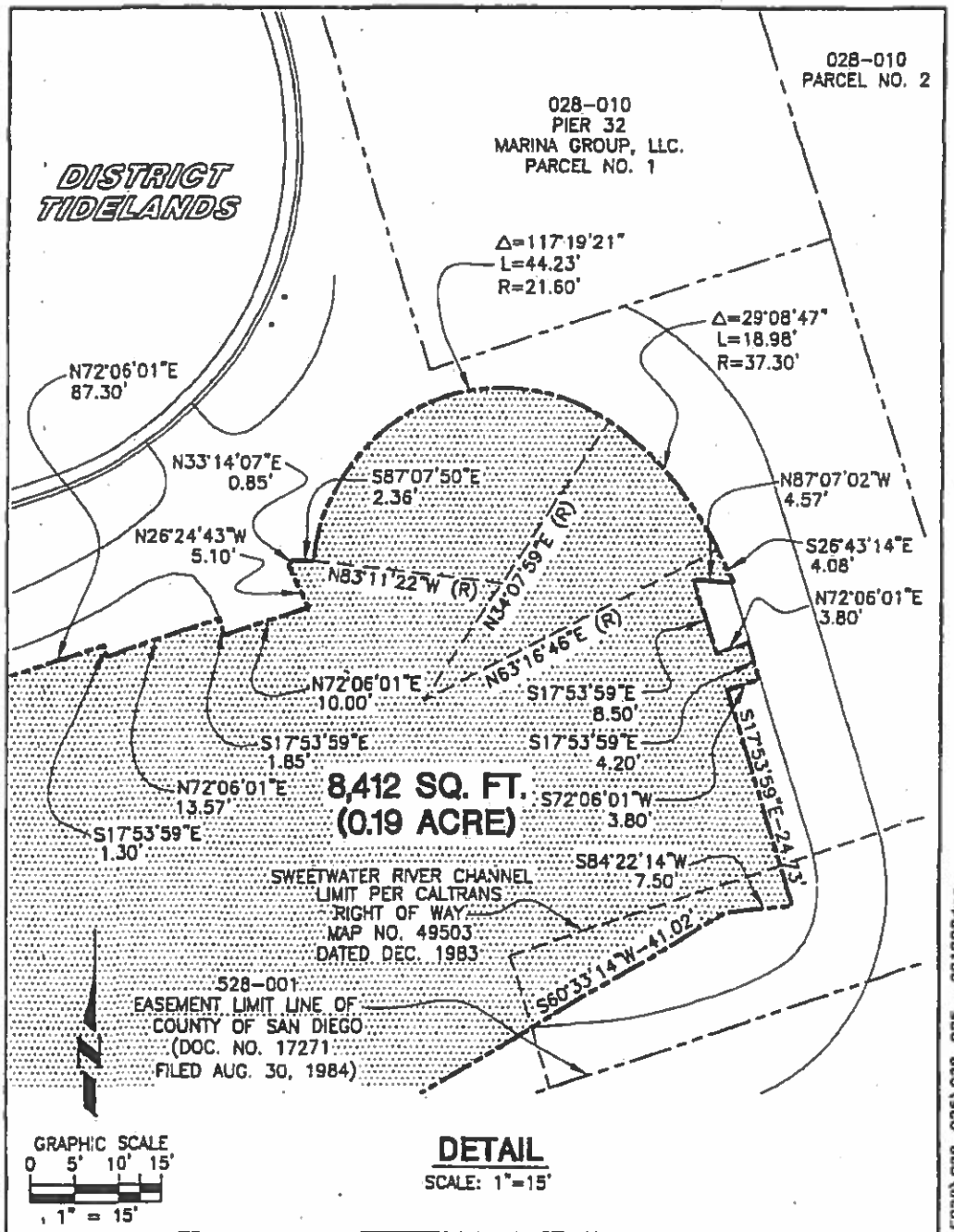
DRAWN DARWIN VAQUEZ CHECKED A. SANTONIL REVIEWED L. MANISCALCO APPROVED LAND SURVEYOR, SDUPD	SAN DIEGO UNIFIED PORT DISTRICT TIDELAND LEASE WITHIN CORPORATE LIMITS OF NATIONAL CITY CITY OF NATIONAL CITY AQUATIC CENTER	DATE SEPT. 12, 2008 SCALE 1"=40' REF. 028-010 DRAWING NO. SHEET 1 OF 2 028-025

DEVSERV\REMI\E28\028-025\028-025-091208dwg.

EXHIBIT "B"



DRAWN DARWIN VASQUEZ
CHECKED A.SANTONIL
REVIEWED T.M.Garlpu
APPROVED
LAND SURVEYOR, SOLIPD.

SAN DIEGO UNIFIED PORT DISTRICT
TIDELAND LEASE
WITHIN CORPORATE LIMITS OF NATIONAL CITY
CITY OF NATIONAL CITY
AQUATIC CENTER

DATE SEPT. 12, 2008
SCALE 1"=15'
REF. 028-010
DRAWING NO.
SHEET 2 OF 2
028-025

DEVSERV\REMI\E028\028-025\028-025--091208dwg.

EXHIBIT "B"

National City Aquatic Center Inventory of Equipment

Item	Units
Folding Chairs	79
Folding Chair Cart	1
Round Folding Tables	10
Table Cart	1
TV & DVD Player	1
Cycling Bike	2
First Aid Kit (waterproof)	1
Heavy Duty Mat	1
Heavy Duty Mat	1
TV and DVD Player	1
Storage Cabinet	1
Binoculars	1
Sunscreen Dispenser	1
VHF Radios and Chargers	3
Waterproof VHF Radio Cases	3
Dri-Dek Tiles	2
Shower Curtains/Hooks	6
100 foot hose	1
First Aid Kit (mountable)	1
First Aid Kit (waterproof)	1
Megaphones	2
Hand Truck	1
Slip Guard Mats	2
Throw lines with bags	3
Tow lines	3
Flammable Safety Cabinet	1
Waterproof Backpack	1
Single Kayaks	16
Double Kayaks	8
Kayak Paddles	32
Kayak Seatbacks	35
Stand Up Paddleboard Paddles	12
Stand Up Paddleboards	11
Life Jackets with Whistles	47
Life Jacket Rack	1
Trash cans	4

EXHIBIT "D"

ASSIGNMENT OF COASTAL DEVELOPMENT PERMIT CDP-2011-01

The CITY OF NATIONAL CITY, a municipal corporation, does hereby assign and transfer Coastal Development Permit CDP-2011-01 dated August 2, 2011 and bearing District Clerk Document No. 57961, as amended on July 18, 2013 and bearing District Clerk Document No. 60624, to the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation.

Dated: _____, 2019

CITY OF NATIONAL CITY,

a municipal corporation

By: _____

Signature

PRINT NAME: Alejandra Sotelo-Solis

PRINT TITLE: Mayor

SDUPD Doc 1560205

ORIGINAL

AFFIDAVIT REGARDING COASTAL DEVELOPMENT PERMIT CDP-2011-01

The SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District), hereby assumes Coastal Development Permit CDP-2011-01 dated August 2, 2011 and bearing District Clerk Document No. 57961, and as amended on July 18, 2013 and bearing District Clerk Document No. 60624, from the CITY OF NATIONAL CITY, a municipal corporation, and agrees to comply with the terms and conditions contained therein as of the date written below.

Dated: _____, 2019

SAN DIEGO UNIFIED PORT DISTRICT,

a public corporation

By: _____

Signature

PRINT NAME: _____

PRINT TITLE: _____

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City Manager to execute a Lease Agreement with Morgan Tower Housing Associates, L.P. for the George H. Waters Nutrition Center, located at 1415 "D" Avenue in National City, for an initial term of 10 years with automatic renewals for successive five (5) year terms ending 99 years after the Commencement Date of the Lease at a rent of $1.00 per year; and authorizing the City Manager to execute a Nutrition Center Funding Agreement with the Community Development Commission-Housing Authority of the City of National City for the purpose of funding the operation of said Nutrition Center in the amount of $475,000 for the first year and increased by 3.5% each year thereafter for a total of fifty-five (55) years. (Housing & Economic Development)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 5, 2019 **AGENDA ITEM NO.:**

ITEM TITLE:
Resolution of the City Council of the City of National City authorizing the City Manager to execute a Lease Agreement with Morgan Tower Housing Associates, L.P. for the George H. Waters Nutrition Center, located at 1415 "D" Avenue in National City, for an initial term of 10 years with automatic renewals for successive five (5) year terms ending 99 years after the Commencement Date of the Lease at a rent of $1.00 per year; and authorizing the City Manager to execute a Nutrition Center Funding Agreement with the Community Development Commission-Housing Authority of the City of National City for the purpose of funding the operation of said Nutrition Center in the amount of $475,000 for the first year and increased by 3.5% each year thereafter for a total of fifty-five (55) years.

PREPARED BY: Carlos Aguirre, Housing & Economic Development Manager

DEPARTMENT: Housing & Economic Development

PHONE: 619-336-4391

APPROVED BY: _____

EXPLANATION:

See attached staff report.

Draft

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

See attached staff report.

ENVIRONMENTAL REVIEW:
The Lease Agreement and Nutrition Center Funding Agreement is not a project and, therefore, not subject to environmental review.

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

STAFF RECOMMENDATION:
Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:
N/A

ATTACHMENTS:
1. Staff Report
2. Lease Agreement
3. Nutrition Center Funding Agreement
4. Resolution

CITY COUNCIL OF THE CITY OF NATIONAL CITY
STAFF REPORT
March 5, 2019

Agenda Item

Resolution of the City Council of the City of National City authorizing the City Manager to execute a Lease Agreement with Morgan Tower Housing Associates, L.P. for the George H. Waters Nutrition Center, located at 1415 "D" Avenue in National City, for an initial term of 10 years with automatic renewals for successive five (5) year terms ending 99 years after the Commencement Date of the Lease at a rent of $1.00 per year; and authorizing the City Manager to execute a Nutrition Center Funding Agreement with the Community Development Commission-Housing Authority of the City of National City for the purpose of funding the operation of said Nutrition Center in the amount of $475,000 for the first year and increased by 3.5% each year thereafter for a total of fifty-five (55) years.

Background

The George H. Waters Senior Nutrition Center ("Nutrition Center) was built in conjunction with Morgan Senior Tower and has been operated by the City of National City ("City") since 1978. The goal of the George H. Waters Senior Nutrition Center ("Nutrition Center") is to provide good nutrition, reduce isolation, and provide sound education and information to meet the needs of our older adults, as well as providing the availability of appropriate exercise classes to enable the target population to maintain good health. The Nutrition Center serves over 40,000 congregate meals and makes over 17,000 meal deliveries to seniors each year.

Draft

The Nutrition Center provides National City's elderly population with information about the benefits of good nutrition and exercise as a way to avoid lengthy illnesses and nursing home confinement. The Nutrition Center is funded in part by the City of National City, program donations and a grant through the federal Older American Act Title III. This federal grant is administered by both State and County and is regulated by the California Department of Agriculture.

Comprehensive Renovation of the Nutrition Center

Since the Nutrition Center had not undergone renovations since it was placed in service and the facility is well overdue for rehabilitation, the Community Development Commission-Housing Authority of the City of National City ("Housing Authority") included the Nutrition Center in the Kimball and Morgan Towers ("Towers") Rehabilitation and Recapitalization Project ("Project") approved through a Development and Disposition Agreement ("DDA") on June 19, 2018 by Housing Authority Resolution 2018-66 to ensure full rehabilitation and financial sustainability of the Nutrition Center. As part of the Project,

the Project developer/operators of the Towers will provide for a comprehensive rehabilitation and modernization of the Nutrition Center.

Nutrition Center Lease Agreement at $1.00 per year

As a material consideration for the Housing Authority's entry into the ground leases for the Towers as required by the Project's DDA, the Housing Authority is requiring the ground lessee of the Morgan Tower (the building in which the Nutrition Center is located) to enter into a 99 year Lease ("Lease") with the City with respect to the Nutrition Center with an annual rent of $1.00 so that the City may continue to operate the Nutrition Center. The Lease is a "Triple Net Lease" pursuant to which City shall pay (in addition to Rent) its own utilities, janitorial, trash removal, repairs, maintenance, and other operating expenses directly relating to the use of the Nutrition Center. The Lease Agreement for the Nutrition Center is Attachment No. 2 of this Staff Report.

Annual Payments to the City for Operation of the Nutrition Center

Pursuant to the Project DDA, the Housing Authority is ground leasing the Towers to two (2) affordable housing project developer/operators, who are required to rehabilitate the Towers and operate them as low income affordable housing projects. A portion of the consideration payable by Towers developer/operators is in the form of seller carryback notes ("Kimball and Morgan Notes").

California Health and Safety Code Section 34312 empowers the Housing Authority to use its funds to operate housing projects. As part of the foregoing transaction and in lieu of having the ground lessee of the Morgan Tower operate and pay for the Nutrition Center, the Housing Authority has agreed to pay to the City a portion of the consideration received annually by the Housing Authority from annual loan payments received through the Kimball and Morgan Notes. The City would use said portion of funds received by the Housing Authority to operate the Nutrition Center (which is part of a housing project as defined in the California Health and Safety Code) in furtherance of the City's and the Housing Authority's goal of improving the health and welfare of the community and the citizens of the City of National City.

Under a Nutrition Center Funding Agreement (Attachment No. 3 of this Staff Report), the City would receive for fifty-five (55) annual payments from the Housing Authority for the operation of the Nutrition Center. The first such payment shall be in the amount of $475,000.00, and further payments shall be increased by 3.5% each year thereafter. Such payments shall be made from the proceeds of the Kimball and Morgan Notes. The City shall use the funds received by the City from the Housing Authority solely for the purpose of funding operation of the Nutrition Center (which is part of a housing project as defined in the California Health and Safety Code). No portion of such funds shall be used for any purpose other than funding operation of the Nutrition Center without the express

Draft

written consent of the Housing Authority, which consent shall be granted only in the event that the use of those funds by the City is allowed under the Housing Authorities Law, Health and Safety Code Section 34200, et seq.

Financial Statement and Staff Recommendation

As part of the Kimball and Morgan Towers Rehabilitation and Recapitalization Project the City's Nutrition Center will receive a comprehensive rehabilitation and modernization without any out-of-pocket contribution from the City or the Housing Authority. The first annual payment of $475,000 shall be due and payable by the Housing Authority to the City ten (10) business days after receiving such annual payments from the Kimball and Morgan Towers developers at closing. The first payment will be made to the City in early April 2019 and will be appropriated to offset the operational costs provided by the City of National City for Fiscal Year 2018-2019. City staff recommends that the City of National City authorize the City Manager to execute the attached Lease Agreement for the George H. Waters Nutrition Center and the Nutrition Center Funding Agreement at the close of escrow for the Project.

Draft

George H. Waters Nutrition Center
1415 D Avenue, First Floor
National City, California

LEASE

THIS LEASE ("Lease") is dated as of the ___ day of _____, 2019, by and between Morgan Tower Housing Associates, L.P., a California limited partnership ("Landlord"), and the City of National City ("Tenant").

1. Definitions.

"Building" means the building commonly known as the Morgan Tower at 1415 D Avenue, National City, California.

"Building Rules and Regulations" means the rules and regulations which may hereafter be adopted by Landlord for the care, protection, cleanliness, and operation of the Premises, Building, Building and Common Areas, and any reasonable modifications or additions to such rules and regulations adopted by Landlord so long as the same does not negatively impact the Building or Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease. Notwithstanding the foregoing, Landlord and Tenant agree that the terms and conditions of this Lease shall control the rights and responsibilities of the parties and shall supersede any and all provisions of the Building Rules and Regulations which may now or in the future conflict with the terms and conditions of this Lease. Landlord shall not be responsible to Tenant for failure of any other tenant or occupant of the Building to observe or comply with any of the Building Rules and Regulations. The term "Building Rules and Regulations" shall be deemed to include the rules and regulations set forth in Exhibit B hereto and any and all reasonable amendments made by Landlord to the Building Rules and Regulations after the date of this Lease as may be required by applicable law or Landlord's financing sources or as Landlord may deem desirable, in Landlord's reasonable discretion, for the proper and efficient operation and maintenance of the Building so long as the same does not negatively impact the Building or Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease.

"Commencement Date" means _____, 20__.

"Common Areas" means all areas, space, equipment and special services provided by Landlord within the ground floor of the Building for the common or joint use and benefit of the tenants, their employees, agents, servants, suppliers, customers and other invitees, including, by way of illustration, but not limitation, landscaped areas, curbs, sidewalks, restrooms, lobbies, floor corridor hallways, patios, parking facilities, plenums above the ceiling on all floors and all other areas outside the Building. Notwithstanding the foregoing or anything to the contrary contained herein, Landlord may determine the nature, size and extent of the Common Areas as well as make changes to the Common Areas from time to time which, in its opinion, are deemed desirable so long as the same does not negatively impact the Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease and further provided

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Landlord cannot alter the access to the Premises, except as required by applicable law or during limited periods of construction by the Landlord, provided that alternative means of access are provided to the Tenant during such limited periods of time and provided further that advance notice is given to Tenant.

"Hazardous Material" 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 operating and maintaining nutrition centers 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

"Landlord" means Morgan Tower Housing Associates, L.P., a California limited partnership.

"Premises" means the approximately 6,560 square foot George H. Waters Nutrition Center, located on the first floor of the Building, depicted on Exhibit A attached hereto, including a dining room, restrooms, office space, kitchen, storage space, mailbox, trash enclosure, 10 staff parking spaces, 5 ADA compliant parking spaces, 34 visitor parking spaces and 4 delivery parking spaces.

"Rent" shall have the meaning ascribed to it in Section 4(a) of this Lease.

"Tenant" means the City of National City.

"Term" shall have that meaning ascribed to it in Section 3(a) of this Lease. Notwithstanding the foregoing, Landlord and Tenant each acknowledge that the Premises will be unavailable for the purpose of preparing food for an undetermined period of time during rehabilitation of the Building. During such period of time, the Landlord shall enter into a lease ("Temporary Kitchen Space Lease") and pay all costs of such Temporary Kitchen Space Lease. The Temporary Kitchen Space Lease shall be at a location, for a period of time and pursuant to a lease agreement reasonably approved by the Landlord and the Tenant. The Temporary Kitchen Space Lease shall be subleased to the Tenant pursuant to a sublease agreement reasonably approved by the Landlord and the Tenant. For purposes of this Lease, any and all approvals by the Landlord means approval by the City Manager of the City of National City and such City Manager is authorized to execute all leases, subleases and other documents reasonably necessary to effectuate the intent of this paragraph.

2. Lease of the Premises. Landlord leases to Tenant and Tenant leases from Landlord the Premises. Tenant hereby agrees and acknowledges that Tenant is leasing the Premises "as-is" from Landlord. Without limiting the generality of the foregoing, Tenant shall be solely responsible for determining the condition of the Premises. Landlord shall have no obligation to improve the Premises.

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3. Term and Contingencies.

(a) Term. Unless sooner terminated pursuant to the terms of this Lease, the term of this Lease shall commence on the Commencement Date (i.e., ___, 20__) and terminate on _____, 20__ (*10 years after the Commencement Date*) ("Term"), except as otherwise provided in Section 3(b), below.

(b) Automatic Extensions. Notwithstanding Section 3(a), above, or anything to the contrary set forth in this Lease, the Term shall automatically extend and this Lease shall be automatically renewed for successive five (5) year terms, on the same terms and conditions, unless this Lease is terminated by ninety (90) days written notice from Tenant to Landlord, until _____, 21__. (*99 years after the Commencement Date*).

(c) Termination by Tenant. Tenant may terminate this Lease, subject to the terms hereof, by providing Landlord written notice at lease ninety (90) days prior to the date of termination.

4. Rent.

(a) Rent. The Rent shall be $1.00 per year. The first year's Rent shall be payable concurrently with the Tenant's execution and delivery of this Lease to the Landlord. Thereafter, Tenant agrees to pay Rent to Landlord on March 15 in each and every year during the Term. All Rent may be paid by check and delivered personally or by first class mail to Landlord.

(b) Utilities. Tenant shall be responsible for payment of all separately metered utilities for the Premises, if any.

(c) No Security Deposit. Tenant shall not be required to pay any security deposit to Landlord.

(d) Triple Net Lease. This Lease is a "Triple Net Lease" pursuant to which Tenant shall pay (in addition to Rent) its own utilities, janitorial, trash removal, repairs, maintenance, and other operating expenses directly relating to the use of the Premises ("Premises Costs").

5. Alterations.

(a) By Landlord. Landlord may install fixtures, make alterations or other changes to the Building which Landlord determines in its sole and absolute discretion are necessary or desirable without notice to or consent of the Tenant so long as the same does not negatively impact the Building or Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease. Tenant shall cooperate with Landlord if Landlord elects to make alterations or other changes to the Premises.

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(b) By Tenant. Tenant may make alterations or other changes to the Premises with Landlord's prior written consent which shall not be unreasonably delayed or withheld. Any alterations, improvements or additions shall be constructed without cost to Landlord in a good, workmanlike and defect-free manner by licensed contractors with experience in construction of tenant improvements, in commercial properties similar to the Building. Any and all additions, alterations and improvements which are made or caused to be made by Tenant, before or during the Term, shall be made at Tenant's sole expense in accordance with the following: (i) if Landlord requires, such work, including, without limitation, Tenant's final working drawings, plans and specifications shall be subject to the continuing approval of Landlord, which approval shall not be unreasonably withheld, unless and to the extent such work constitutes emergency repairs necessary for the continued operation of Tenant's business or for life safety reasons; (ii) such work shall not alter, add to or otherwise change the exterior of the Premises, without the written consent of Landlord; (iii) such work shall not cause or create a dangerous or hazardous condition and shall not interfere with or disturb other tenants or guests of Landlord Tenant shall apply for and obtain, any and all permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to construct and install the same. Notwithstanding anything to the contrary contained herein, in no event shall Landlord be responsible for repair of or liability to Tenant for any defects in any alterations, improvements or additions to the Premises. Tenant shall give Landlord thirty (30) days advance notice before beginning any work on alterations to permit Landlord to file a Notice of Non-Responsibility and take any other actions in advance of commencement of any alterations.

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(c) Lien Free Construction. All alterations, improvements and additions shall be constructed free and clear of mechanics' and materialmen's liens; provided that if any such lien is filed, Tenant shall remove and discharge the same within ten (10) business days of written notice from the Landlord. Time is of the essence. Failure to timely remove the lien shall constitute a "Material Default" under the terms of this Lease. Notwithstanding the foregoing, Tenant may contest the mechanics' and/or materialmens' liens in good faith, at Tenant's own expense, by appropriate proceedings, provided Tenant posts a bond or furnishes such other security as may be required by law to prevent any foreclosure proceedings against the Building, or any part thereof, during the pendency of such contest and removes such lien or stays enforcement thereof. If Tenant shall fail to discharge such lien within such period or fail to furnish such security, then, subject to Tenant's right to contest set forth in the preceding sentence, in addition to all other rights or remedies, Landlord may, but shall not be obligated to, discharge the same (i) by paying the amount claimed to be due, (ii) by procuring the discharge of such lien by deposit in court, (iii) by giving security, or (iv) in such other manner as is, or may be prescribed by law. Any amount paid by Landlord for any of the aforesaid purposes, including all reasonable attorneys' fees to procure the discharge of such lien with all necessary disbursements in connection therewith, with interest thereon at the maximum rate permitted by law from the date of payment, shall be repaid by Tenant to Landlord on demand and, if unpaid, may at Landlord's election, be treated as additional rent. Nothing herein contained shall imply any consent or approval by Landlord to the filing of mechanics' lien against the Building or any part thereof.

(d) Removal of Improvements. Tenant shall remove from the Premises all of Tenant's personal property, including without limitation furnishings, machinery, trade fixtures, equipment, and improvements, but excluding those items which are not listed as "existing" equipment on the Food Service Equipment Schedule set forth in Exhibit C attached hereto, on or before the expiration of the Term, or as soon as practicable after termination of this Lease, but in no event later than sixty (60) days after the termination of this Lease. Tenant shall repair any damage to the Premises or the Building caused by such removal, including without limitation patching and filling holes, reasonable wear and tear excepted. Notwithstanding the foregoing, Tenant shall not remove or be required to remove, any HVAC systems, restroom fixtures, flooring, plumbing, ceilings, walls, or utility or electrical components.

6. Use.

(a) Permitted Use. Tenant shall use the Premises only as a nutrition center, food preparation, food service operation, social activity center, to provide senior services and for ancillary health, education, exercise and wellness related uses for seniors. Tenant shall not use the Premises for any other activity aside from the use permitted in this Section 6(a). The Premises may only be open for business between 5:00 a.m. and 10:00 p.m., seven (7) days a week, with food service occurring between the hours of 7:00 a.m. and 8:00 p.m. Tenant shall not use the Premises as a dwelling for any person.

(b) Additional Use Limitations. Tenant shall not permit the occupancy of the Premises at any time during the Term to exceed that allowed by the applicable codes and regulations concerning occupancy. Tenant shall use commercially reasonable efforts to maintain control over the conduct of its employees and shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building, or Landlord's employees, invitees, consultants, or other licensees or injure, endanger or annoy them, result in an increase in the number of parking spaces being used by Tenant and its employees, invitees, guests or licensees, or use or allow the Premises to be used for any immoral or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or permit to be committed any waste in or upon the Premises.

(c) Compliance With Laws, Covenants and Requirements. Tenant represents and warrants to Landlord, that Tenant, its agents, servants, employees, invitees and licensees, shall comply with, and shall not use the Premises in any way (or permit or suffer anything to be done in or about the Premises) which will conflict with: (i) any law, statute, ordinance or governmental rule or regulation affecting the Building, now in force or which may be hereafter promulgated, including, but not limited to, the provisions of any city or county zoning codes regulating the use of the Building; (ii) any covenant, condition or restriction (whether or not of public record) affecting the Building, now in force or which may hereafter be enacted or promulgated or any health and food safety requirements, rules and regulations established by any governmental or quasi-governmental entity that are either voluntarily or involuntarily made applicable to the Building or the Premises; or (iii) any licensing requirements of any city, county, or other governmental or quasi-governmental entity regulating Tenant's use of the Premises or any collective bargaining agreement entered into by Tenant (hereinafter collectively referred to

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as "Applicable Laws, Covenants and Requirements"). Tenant shall promptly notify Landlord of and shall promptly provide Landlord with true, correct and legible copies of all orders, reports, notices and correspondence (including those which may be considered confidential) of or concerning the investigation, compliance, and corrective actions and all complaints, pleadings, and other legal documents filed against Tenant relating to Tenant's failure to comply with Applicable Laws, Covenants and Requirements. Tenant shall, at its sole cost and expense, promptly comply, and shall maintain the Premises and its operations and equipment in such a way as to comply, with all Applicable Laws, Covenants and Requirements in so far as they relate to the specific manner of Tenant's use and occupancy of the Premises, and Tenant shall maintain and pay the cost of all permits, assessments and licenses required to operate Tenant's business. The judgment of any court of competent jurisdiction or the admission by Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any Applicable Laws, Covenants and Requirements, shall be conclusive of the fact as between Landlord and Tenant. The Building is a non-smoking building and the Tenant shall not allow its employees, agents, contractors, subcontractors, clients, invitees or others using or occupying the Premises to smoke while in the Premises.

(d) Hazardous Materials.

(1) Except with respect to commercially packaged products used and stored by Tenant at the Premises, such as, common cleaning fluids and supplies, Tenant hereby agrees that neither Tenant, nor Tenant's agents, employees, contractors, invitees or licensees will engage in any activity in, on or about the Premises or the Building, nor permit others to engage in any such activity, which will result in the Premises or the Building containing any Hazardous Material. If at any time it is determined that Tenant or Tenant's agents, employees, contractors, invitees or licensees, have been responsible for the Premises or the Building containing any Hazardous Material, then Tenant shall be solely responsible for and shall pay for all costs incurred in connection with the removal of said Hazardous Materials.

(2) Tenant shall promptly comply with the requirements of Section 25359.7(b) of the California Health and Safety Code and/or any successor or similar statute to provide Landlord with written notice that any Hazardous Material has come or will come to be located on or beneath the Premises or the Building if Tenant discovers or has reasonable cause to believe of the presence of such materials. Should Tenant fail to so notify Landlord, Landlord shall have all rights and remedies provided for such a failure by such Section 25359.7(b) in addition to all other rights and remedies which Landlord may have under this Lease or otherwise. Tenant shall not take any remedial action related to Hazardous Materials located in or about the Premises or the Building and shall not enter into a settlement, consent decree or compromise in response to any claim related to Hazardous Materials without the prior written consent of Landlord, which may be withheld by Landlord in its sole and absolute discretion. Tenant shall immediately notify Landlord in writing of: (i) any enforcement, clean-up, removal or other governmental action instituted, completed or threatened with regard to Hazardous Materials at the Premises or the Building of which Tenant is directly notified; (ii) any claim made or threatened by any person against Tenant, Landlord, the Premises or the Building related to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials of which Tenant is directly notified; and (iii) any reports

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made to any environmental agency arising out of or in connection with any Hazardous Materials at or removed from the Premises or the Building, including any complaints, notices, warnings or assertions of any violation in connection therewith of which Tenant is directly notified.

(3) In addition to any other indemnity contained in this Lease, Tenant shall defend, indemnify and hold Landlord and its partners harmless from and against any and all losses, liabilities, general, special, consequential and/or incidental damages, injuries costs, expenses, claims of any and every kind whatsoever (including, without limitation, court costs, reasonable attorneys' fees, damages to any person, the Premises or the Building or loss of rents) which at any time or from time to time may be paid, incurred or suffered by or asserted against Landlord or its partners with respect to, or as a direct or indirect result of: (i) the breach by Tenant of any of the covenants set forth in this Section 6(d); or (ii) the presence on, under or the escape, seepage, leakage, spillage, discharge, emission, release from, onto or into the Premises or the Building, of any Hazardous Material to the extent directly or indirectly caused or allowed by Tenant, or any agent, employee, contractor, invitee or licensee of Tenant. Tenant's liability under this Section 6(d) shall extend to any and all Hazardous Materials whether or not such substance was defined, recognized, or known or suspected of being hazardous, toxic, dangerous or wasteful at the time of any act or omission giving rise to Tenant's liability.

(e) Additional Prohibited Actions of Tenant. Tenant shall not commit or permit the commission of any acts on the Premises or the Building, nor use or permit the use of the Premises or the Building in any way that: (i) violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the specific manner of Tenant's use of the Premises or the Building; (ii) obstructs or interferes with the rights of other tenants or occupants of the Building; or (iii) constitutes the commission of waste on the Premises or the commission or maintenance of a nuisance as defined by the laws of the State of California.

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(f) Building Rules and Regulations. Tenant shall, and Tenant agrees to cause its agents, servants, employees, invitees, and licensees to, observe and comply fully and faithfully with the Building Rules and Regulations. Landlord shall not be responsible to Tenant for failure of any other tenant or occupant of the Building to observe or comply with any of the Building Rules and Regulations.

7. Services and Utilities.

(a) Utilities. Tenant shall be responsible for all separately metered utilities provided to the Premises, including, but not limited to, electric, telecommunications, water, trash, utilities and gas provided the same are in fact separately metered or submetered.

(b) Breaks In Utility Services. Landlord shall not be liable for and Tenant shall not be entitled to any abatement or reduction of rent by reason of Landlord's failure to furnish any utilities and services which are not separately metered, including, without limitation, electricity and water, when such failure is caused by any of the following, to the extent beyond the reasonable control of Landlord: (i) accidents, breakage or repairs, (ii) strikes, brownouts, blackouts, riots, civil disturbances, lockouts or other labor disturbances or labor disputes of any

character, (iii) governmental regulation, moratorium or other governmental action, (iv) limitation, rationing, curtailment or restriction on the use of water, electricity, gas heating, cooling or other forms of service or utility provided to the Premises, or (v) by any other cause, similar or dissimilar, beyond the reasonable control of Landlord, nor shall such failure under such circumstances be construed as a constructive or actual eviction of Tenant. Landlord shall not be liable under any circumstances for loss or injury to property or business, however occurring, through or in connection with or incidental to Landlord's failure to furnish any of said service or utilities. Notwithstanding any provision to the contrary herein, in the event Tenant is prevented from using all or a portion of the Premises as a result of a failure to provide services, access or utilities and if such failure continues for more than five (5) consecutive business days after written notice from Tenant, then the Rent shall be abated entirely (in the event Tenant is prevented from using all of the Premises) or reduced (in the event Tenant is prevented from using a portion of the Premises), as the case may be, for such time that Tenant continues to be so prevented from using the Premises or a portion thereof.

8. Taxes. Tenant shall be liable for and agrees to pay all taxes levied upon its personal property, leasehold improvements, additions, alterations and fixtures, including trade fixtures and inventory, located on the Premises or elsewhere and any real property taxes assessed on the Premises or the Property as a result of Tenant's business operations at the Premises. Non-exempt taxes, if any, with respect to Tenant's possessory interest in the Premises for the first and final years of the Term shall be prorated between Landlord and Tenant based upon the commencement and expiration of the Term. Landlord will not be required to pay any penalty, interest or cost resulting from Tenant's failure to pay non-exempt taxes with respect to Premises, Tenant's personal property, leasehold improvements, additions, alteration and fixtures and/or the delinquent payment of such taxes by Tenant. Tenant shall pay and be liable for any tax or fee (now or hereafter imposed by any governmental entity) applicable to or measured by or on the Rents or any other charges payable by Tenant under this Lease, including, without limitation, any gross income tax, gross receipts tax or excise tax with respect to the receipt of such Rent or other charges on the possession, leasing, operation, use or occupancy of the Premises, and specifically including any commercial rental tax of the City of National City, if any, that may now or hereafter be imposed. Landlord acknowledges that Tenant is a tax-exempt public entity.

9. Maintenance.

(a) Landlord's Maintenance and Repair of the Building. At all times during the Term, Landlord agrees: (i) to maintain the foundation and structural soundness of the Building; (ii) to keep in good repair plumbing and electrical wiring servicing the Premises, including without limitation fire sprinkler systems (if any), and mechanical systems serving the Premises; and (iii) repair and maintain the Common Areas. Landlord shall keep the Common Area and the sidewalks immediately in front of the Building clean and sanitary, including the removal of all stains, chewing gum, and other materials. Landlord shall take all steps within the bounds of reasonable safety and applicable laws to keep the sidewalks in front of the Building free of loitering. Landlord shall sweep and remove trash and loose debris from the Building and the Common Area. Landlord shall ensure that any landscaping, planter boxes and flower baskets are stationed with a catchment basin to prevent water runoff and Landlord shall remove all such stains from water run off that might occur naturally. Landlord shall keep the top of its

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designated trash bins and the area underneath and immediately surroundings its trash bins clean, clear and free from trash. Landlord shall make no use of the Tenant's Trash dumpster, bins or other containers used by Tenant for the storage of its trash. No material shall be placed in trash bins if disposal in the ordinary and customary manner in National City would violate any applicable law or ordinance.

(b) Tenant's Maintenance of the Premises. Tenant shall keep the Premises in a neat, clean and orderly and in good repair condition at all times during the Term, and shall not permit rubbish, waste or garbage, to accumulate at any time. Tenant shall not commit or permit any waste of the Premises or any acts to be done in violation of any laws or ordinances. Tenant shall not use or permit the use of the Premises for any illegal purposes. Tenant shall pay or cause to be paid all operating expenses of the Premises and the cost of any necessary repairs or replacements of Tenant's alterations related to Tenant's or any sublessee's occupancy or use thereof. Tenant shall also be responsible for all costs associated with janitorial and maintenance services, including professional maintenance of a grease trap, all equipment maintenance including stoves, refrigerators, dishwashers, hoods and ansul systems. In the event Tenant fails to maintain any of the foregoing items after receipt of written notice from the Landlord and a reasonable opportunity to cure, Landlord shall have the right to cause such maintenance to occur. Any amount paid by Landlord for any of the aforesaid purposes, including all reasonable attorneys' fees to enforce this Section 9(b), with interest thereon at the maximum rate permitted by law from the date of payment, shall be repaid by Tenant to Landlord on demand and, if unpaid, may at Landlord's election, be treated as additional rent.

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10. Casualty Damage and Casualty Insurance.

(a) Insured Casualties. In the event the Premises, or any portion thereof, is damaged or destroyed by any casualty that is covered by the insurance maintained by Landlord, then Landlord shall rebuild and restore the Premises, as the case may be, and repair the damaged portion thereof, provided that (i) the amount of insurance proceeds available to Landlord equals or exceeds the cost of such rebuilding, restoration and repair; (ii) such rebuilding, restoration and repair can be completed within one hundred eighty (180) days after the work commences in the opinion of a registered architect or engineer appointed by Landlord; (iii) the damage or destruction has occurred more than twelve (12) months before the expiration of the Term; and (iv) such rebuilding, restoration, or repair is then permitted, under applicable governmental laws, rules and regulations, and by any mortgagee of the Landlord to be done in such a manner as to return the Premises to substantially its condition immediately prior to the damage or destruction, including, without limitation, the same net rentable floor area. If any of the circumstances described in (i) through (iv) above cannot be satisfied, Landlord may, at its option, either (1) rebuild or restore the Premises or Building, as the case may be, and repair the damaged portion thereof, or (2) elect not to rebuild or restore and this Lease shall then terminate. To the extent that insurance proceeds must be paid to a mortgagee or beneficiary under, or must be applied to reduce any indebtedness secured by, a mortgage or deed of trust encumbering the Premises or the Building, such proceeds, for the purposes of this Section 10(a), shall be deemed not available to Landlord unless such mortgagee or beneficiary permits Landlord to use such proceeds for the rebuilding, restoration, and repair of the Premises or Building. Notwithstanding the foregoing,

Landlord shall have no obligation to repair any damage to, or to replace any of, Tenant's personal property, furnishings, fixtures, equipment or other such property or effects of Tenant.

(b) Non-Insured Casualties. In the event the Premises, or any portion thereof, is materially damaged or destroyed by any casualty not covered by the insurance maintained or requested to be maintained by Landlord, then Landlord may, at its option, either (i) rebuild or restore the Premises and repair the damaged portions thereof at Landlord's own expense; or (ii) terminate this Lease effective as of the date the damage or destruction occurred. If Landlord does not give Tenant written notice within sixty (60) days after the material damage or destruction occurs of its election to rebuild or restore the Premises and repair the damaged portions thereof, Landlord shall be deemed to have elected to terminate this Lease. Notwithstanding the foregoing, Tenant may terminate this Lease upon thirty (30) days' prior written notice if Landlord elects to perform such repair or restoration and either (1) such repair or restoration cannot be completed within one hundred and eighty (180) days or (2) the damage or destruction occurs within the last twelve (12) months of the Term, unless Tenant's actions or omissions are the cause of the damage, in such event Tenant shall be liable to and shall reimburse Landlord for any and all damages caused thereby.

(c) Minor Casualties. If the Premises are not rendered substantially unfit for the occupancy or use herein contemplated as the result of any insured casualty, subject to the requirements of Landlord's mortgagees, Landlord shall promptly and diligently restore the Premises at Landlord's expense to the condition existing prior to the occurrence of the casualty and the Rent shall not abate during such restoration period, provided the Landlord is prompt and diligent in connection with the restoration.

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(d) Abatement of Rent. Provided this Lease is not terminated as provided in Sections 10(a) or (b), above, Tenant shall be entitled to an abatement of Rent by reason of the damage to or destruction of the Premises, only to the extent that either: (i) Landlord actually receives insurance proceeds for loss of rental income attributable to the Premises (Landlord shall not be required to maintain such insurance, but may in its sole and absolute discretion elect to do so); (ii) the floor area of the Premises cannot be reasonably used by Tenant for the conduct of its business, or (iii) Tenant does not have reasonable access to the Premises, in which event the Rent shall abate in the proportion which the approximate area of the damaged or destroyed portion of the Premises bears to the total area of the Premises commencing upon the date of the damage to or destruction of the Premises or Building has occurred until substantial completion of the repair of such damage or destruction.

(e) Tenant's Waiver of Civil Code Sections 1932 and 1933. Tenant's right to terminate this Lease in the event of any damage or destruction to the Premises is governed by the terms of this Section 10 and therefore Tenant hereby expressly waives the provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the California Civil Code, and any and all laws, whether now or hereafter in force, whether created by ordinance, statute, judicial decision, administrative rules or regulations, or otherwise, that would cause this Lease to be terminated, or give Tenant a right to terminate this Lease, upon any damage to or destruction of the Building that occurs.

11. Waiver of Subrogation. If either party sustains loss or damage to the Premises or the fixtures, goods, wares, merchandise or any other property located thereon, from which it is protected by an insurance policy, then, to the extent that such party is so protected, it waives any right of recovery from the other party. Each party agrees immediately to give to each insurance company which has issued to it a policy of fire and extended coverage property insurance written notice of the terms of such mutual waivers, and to cause such insurance policy to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waivers.

12. Insurance.

(a) Tenant Insurance Requirements. Tenant agrees, at Tenant's sole cost and expense, to maintain in force continuously throughout the Term:

(1) Commercial general public liability and property damage insurance covering the Premises with limits of not less than $2,000,000.00 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence and $2,000,000.00 in the aggregate. All such insurance shall name the Landlord as an additional insured. Upon receipt of written request therefor, Tenant shall furnish Landlord a certificate from the insurer evidencing such coverage as required by this Section 12(a)(1); and

(2) Fire and extended coverage insurance insuring against loss or damage by a standard all risk policy, excluding earthquake and flood, to the extent of 100% of the full replacement value of the Premises. Following the application of such proceeds to the restoration of the Premises and the Building (if applicable) and to Landlord's costs incurred in connection with the adjustment or settlement of any claims (including but not limited to reasonable attorneys' fees), the proceeds from any such policy shall be used by Tenant for the replacement of Tenant's personal property or the restoration of Tenant's Premises or alterations. The property insurance policy described in this Section 12(a)(2) shall name Landlord as loss payee; and

(3) Worker's compensation insurance, with coverage as required by the State of California, if Tenant has any employees.

(b) Additional Insurance Requirements. Each insurance certificate for casualty insurance shall indicate that the insurer waives its rights of subrogation against the other party. In addition, all insurance policies obtained by Tenant shall be written as primary policies, non-contributing with or in excess of any coverage which Landlord may carry, with loss payable clauses in favor of Landlord and naming Landlord and any lender of Landlord as additional insureds. The liability limits of the above-described insurance policies shall in no way limit the liability of any party under the terms of this Lease. If Tenant fails to maintain and secure the insurance coverage required under this Section 12, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to procure and maintain such insurance, the cost of which shall be due and payable to Landlord by Tenant on demand. No policy of insurance required pursuant to this Lease shall contain a deductible exceeding Ten

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Thousand Dollars ($10,000) per occurrence. Tenant shall be solely responsible for the payment of any deductible.

(c) Landlord Insurance Requirements.

(1) Liability Insurance. Landlord agrees, at Landlord's expense, to maintain in force continuously throughout the Term, commercial general public liability insurance covering the Building (including the Premises) with combined single limit coverage of $2,000,000 or its equivalent, and shall upon Tenant's written request, furnish Tenant a certificate from the insurer evidencing such coverage.

(2) Property Insurance. Landlord shall maintain all-risk property insurance covering the Building, Premises and the Building against loss or damage resulting from fire and other insurable casualties.

13. Hold Harmless. Tenant agrees to indemnify, defend and hold Landlord, its partners, members, managers, directors, officers, agents, employees, affiliates and consultants entirely harmless from and against all liabilities, losses, demands, actions, expenses or claims, incurred in connected with or arising from the use, occupancy or enjoyment of the Building, Common Area or Premises by Tenant and/or its agents, employees, invitees, licensees or contractors (the "Tenant's Agents") or any work, activity or other things allowed or suffered by Tenant or Tenant's Agents to be done in or about the Building, Common Area or Premises; provided, however, that Tenant shall not be obligated to so indemnify Landlord to the extent any such matters arise from or are caused by the willful misconduct or negligence of Landlord.

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14. Assignment and Sublease. Tenant shall not directly or indirectly, voluntarily or by operation of law, sublease, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or this Lease, without the written consent of Landlord, not to be unreasonably withheld, conditioned, or delayed.

15. Eminent Domain.

(a) Total Taking. If all or substantially all of the Premises is condemned or taken in any manner for public or quasi-public use, including, but not limited to, a conveyance or assignment in lieu of the condemnation or taking, or if so much of the Premises is so taken or condemned so as to render the remaining portion of the Premises unusable by Tenant for the conduct of Tenant's business, as determined by the condemning authority, this Lease shall automatically terminate on the earlier of the date on which actual physical possession is taken by the condemnor or the date of dispossession of Tenant as a result of such condemnation or other taking.

(b) Partial Taking. If less than all or substantially all of the Premises is so condemned or taken, rendering the remaining portion of the Premises usable by Tenant for the conduct of its business, as determined by the condemning authority, this Lease shall automatically terminate only as to the portion of the Premises so taken as of the earlier of the date on which actual physical possession is taken by the condemnor or the date of dispossession

of Tenant as a result of such condemnation or taking. If such portion of the Building is condemned or otherwise taken so as to require, in the opinion of Landlord, a substantial alteration or reconstruction of the remaining portions thereof, this Lease may be terminated by Landlord, as of the date on which actual physical possession is taken by the condemnor or dispossession of Tenant as a result of such condemnation or taking, by written notice to Tenant within sixty (60) days following notice to Landlord of the date on which such physical possession is taken or dispossession will occur.

(c) Award. Landlord shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, including, without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or total taking shall be apportioned, and Tenant hereby assigns to Landlord any award that may be made in such condemnation or other taking, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof. Although all damages in the event of any condemnation shall belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemnor, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of damages to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might incur to remove Tenant's merchandise, furniture and other personal property, fixtures, and equipment or for the interruption of or damage to Tenant's business.

(d) Rent Abatement. In the event of a partial condemnation or other taking that does not result in a termination of this Lease as to the entire Premises, the Rent and all other charges shall abate in proportion to the portion of the Premises taken by such condemnation or other taking. If this Lease is terminated, in whole or in part, pursuant to any of the provisions of this Section 15, all Rent and other charges payable by Tenant to Landlord hereunder and attributable to the Premises taken shall be paid up to the date upon which actual physical possession shall be taken by the condemnor. Landlord shall be entitled to retain the entire Security Deposit until such time as this Lease is terminated as to all of the Premises.

(e) Temporary Taking. If all or any portion of the Premises is condemned or otherwise taken for public or quasi-public use for a limited period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all terms, conditions and covenants of this Lease; provided, however, the Rent and all other charges payable by Tenant to Landlord hereunder shall abate during such limited period in proportion to the portion of the Premises that is rendered unusable as a result of such condemnation or other taking. Landlord shall be entitled to receive the entire award made in connection with any such temporary condemnation or other taking.

(f) Transfer of Landlord's Interest to Condemnor. Landlord may, without any obligation to Tenant, agree to sell and/or convey to the condemnor the Premises, the Building, or any portion thereof, sought by the condemnor, subject to this Lease and the rights of Tenant hereunder, without first requiring that any action or proceeding be instituted or, if instituted, pursued to a judgment.

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16. 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 Lease 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.

17. Default.

(a) Tenant's Default. The occurrence of any one or more of the following shall constitute a default hereunder by Tenant:

(1) Tenant fails to pay any Rent, Premises Costs or other charges required to be paid by Tenant under this Lease when due, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant;

(2) Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days (or such shorter time provided herein) after written notice thereof from Landlord, provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be cured within thirty (30) days and if Tenant commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same, then such failure shall not be a default hereunder;

(3) A trustee, disbursing agent or receiver is appointed to take possession of all or substantially all of Tenant's assets or of Tenant's interest in this Lease and Tenant does not regain possession within sixty (60) days after such appointment; Tenant makes an assignment for the benefit of creditors; or all or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter);

(4) A petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute and, with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same;

(5) Immediately, in the event of any assignment, subletting or other transfer for which the prior written consent of the Landlord has not been obtained;

(6) Immediately, upon the suspension of Tenant's right to conduct its business as contemplated by this Lease, caused by the order, judgment, decree, decision or other act of any court or governmental agency;

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(7) Tenant fails to continuously operate a nutrition center or other permitted use of the Premises under Section 6(a), and such failure continues for a period of thirty (30) consecutive days.

(b) Landlord's Remedies. Upon the occurrence of a default by Tenant that is not cured by Tenant within any applicable grace period, Landlord shall have the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

(1) The rights and remedies provided by California Civil Code Section 1951.4, which allows Landlord to continue this Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover Rent and any other additional monetary charges as they become due, for as long as Landlord does not terminate Tenant's right to possession; provided, however, if Landlord elects to exercise its remedies described in this Section 17(b)(1) and Landlord does not terminate this Lease, and if Tenant requests Landlord's consent to an assignment of this Lease or a sublease of the Premises at such time as Tenant is in default, Landlord shall not unreasonably withhold its consent to such assignment or sublease. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not constitute a termination of Tenant's right to possession;

(2) The right to terminate this Lease by giving notice to Tenant in accordance with applicable law and Section 20(d) hereof; and

(3) The right to have a receiver appointed for Tenant, upon application by Landlord, to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Landlord for Tenant pursuant to this Section 17.

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(c) No Waiver of Indemnification. Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity shall affect the right of Landlord to any right of indemnification set forth in this Lease or otherwise available at law or in equity for any act or omission of Tenant, and all rights to indemnification or other obligations of Tenant which are intended to be performed after termination of this Lease shall survive termination of this Lease and termination of Tenant's right to possession under this Lease.

(d) Landlord's Default. It shall be a default and breach of this Lease by Landlord if Landlord materially fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after receipt of written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same.

18. Signage. Tenant, at its own expense, shall have the right to place signage on the exterior of the Premises for maximum visibility to the extent allowable by the City of National City. The exact location, size, design and colors of such signage shall be submitted by Tenant to Landlord and shall be subject to approval of the Landlord, such approval not to be unreasonably withheld, conditioned, or delayed. The wiring and installation of such signage shall be done at Tenant's expense, subject to inspection and reasonable approval of Landlord. Any and all signage shall be subject to applicable sign ordinances and regulations, and appropriate City of National City approvals regarding number, size, and color. If Landlord revises the signage plan, after Tenant has erected a sign to which Landlord has granted consent, Tenant agrees, at Landlord's expense, to make the necessary changes to its sign in order to conform the sign to Landlord's signage plan, as enacted or revised.

19. Quiet Enjoyment. Upon payment by Tenant of the Rent, the Premises Costs and any additional rent herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, and any mortgage and/or deed of trust to which this Lease is subordinate and subject to Landlord's right from time to time to perform tenant improvement work in other space in the Building, which will involve, among other things, construction noise, the use of scaffolding, delays in the use of the Building's elevators, the presence of work crews and the use of the Building's elevators by work crews, provided, however, that such work does not materially interfere with Tenant's use of the Premises.

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20. Landlord Exclusive Control.

(a) Building Alterations. Landlord shall have the sole and exclusive control of the Building, as well as the right to make changes to the Building so long as the same does not negatively impact the Building or Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease. Landlord has the right, but not the obligation, to (i) restrain the use of the Building and/or common areas by unauthorized persons, (ii) utilize from time to time any portion of the Building and/or common areas for promotional and related matters, (iii) temporarily close any portion of the Building and/or common areas for repairs, improvements or alterations, or (iv) change the shape and size of the Building and/or common areas or change the location of improvements within the Building and/or common areas, including, without limitation, parking structures and other parking facilities, roadways and curb cuts. Landlord may determine the nature, size and extent of the common areas as well as make changes to the common areas from time to time which, in Landlord's opinion, are deemed desirable so long as the same does not negatively impact the Building or Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease.

(b) Landlord's Rights. Landlord reserves the right to install, use, maintain, repair, relocate and replace pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Premises or outside the Premises, change the boundary lines of the Building and install, use, maintain, repair, alter or relocate, expand and replace any common areas. Such rights of Landlord shall include, but are not limited to, designating from time to time certain portions of the common areas as exclusively for the benefit of certain tenants in the Building.

(c) Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises (a) at reasonable times upon reasonable notice, (i) for the purpose of inspecting the same, (ii) making such alterations, repairs, improvements or additions to the Premises or to the building located on the Premises as Landlord is obligated or permitted to do under this Lease, and (iii) showing the same to prospective lenders or purchasers, and (b) within the last 90 days of the term hereof to prospective lessees. In addition, Landlord, with the prior consent of Tenant's facility manager which shall not be unreasonably withheld, may use the dining area located at the Premises at an agreed upon date and time for resident activities, so long as such use does not interfere with Tenant's operations, is not for political or religious purposes and provided, further, that Landlord shall return the dining area to the condition it was in prior to Landlord's use.

(d) Termination and Entry. In the event Landlord terminates this Lease pursuant to the terms hereof, Landlord may (upon three (3) days' notice as provided in Sections 1161 and 1162 of the California Code of Civil Procedure or upon notice in lieu thereof), re-enter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim under this Lease. Such termination shall not relieve Tenant of any obligation hereunder that has accrued prior to the date of such termination. Landlord may take possession of all personal property of Tenant and of any other person that is located on the Premises, which property shall be deemed abandoned and in that event such items may be retained by Landlord as its property or disposed of by Landlord, in such manner as Landlord shall determine, and at Tenant's expense. Tenant and any sublessee hereby expressly waives any and all rights of redemption granted by or under present or future laws (including, without limitation, Sections 1174 and 1179 of California Code of Civil Procedure) in the event of Tenant's being evicted or dispossessed for any cause, or in the event of Landlord's obtaining possession of the Premises by reason of a default of Tenant under this Lease, or otherwise.

21. Subordination. Tenant agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the Premises, provided that each of Landlord's mortgagees shall either enter into a subordination, non-disturbance and attornment agreement upon terms and conditions reasonably acceptable to Tenant, with Tenant, or cause each such mortgagee to provide that so long as Tenant is not in default under this Lease, Tenant's quiet possession of the Premises shall remain undisturbed, on the terms, covenants and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the mortgagee.

22. Estoppel Certificates. Tenant, at any time and from time to time, upon not less than thirty (30) days' prior written notice from Landlord, agrees to execute and deliver to Landlord (on a form prepared by Landlord) a statement (a) certifying that this Lease is unmodified and in full

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force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the Rent, Premises Costs and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if they are claimed evidencing the status of this Lease.

23. Notices. All notices under this Lease 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.

Landlord: Morgan Tower Housing Associates, L.P.
c/o Community HousingWorks
3111 Camino del Rio North, Suite 800
San Diego, CA 92108
Attention: Susan M. Reynolds, President & CEO

And

c/o Mercy Housing California
1500 South Grand Avenue, Suite 100
Los Angeles, CA 90015
Attention: Ed Holder, Regional Vice President of Real Estate Development

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Copy to: Gubb & Barshay, LLP
505 14th Street, Suite 450
Oakland, CA 94612
Attention: Evan Gross

And to:

U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
Mail Code: SL MO RMCD
St. Louis, MO 63103USB Project No: 25982
Attention: LIHTC Asset Management

Tenant: City of National City
1243 National City Boulevard
National City, CA 91950
Attention: City Manager

24. No Brokers. Landlord and Tenant each represents and warrants to one another that no broker has been involved in the negotiation or consummation of this Lease. Tenant and Landlord each agree to indemnify, defend (with an attorney of the indemnitee's choice) and hold the other harmless from and against all claims, demands, causes of action and liabilities, including without limitation attorneys' fees and costs, arising out of a claim for a commission by any other broker purporting to have acted on behalf of the indemnifying party.

25. Force Majeure. Neither party shall be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which shall mean any acts of God, material restriction by any governmental authority, civil riot, and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

26. General Conditions.

(a) Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Captions. The captions in this Lease are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Lease or any of the provisions of this Lease.

(c) Partial Invalidity. Any provision of this Lease which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall have no effect, but all the remaining provisions of this Lease shall remain in full effect.

(d) No Third-Party Rights. Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties to this Lease and their respective successors and assigns, any rights or remedies.

(e) Time Of Essence. Time is of the essence in this Lease.

(f) Relationship. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between Landlord and Tenant or between either or both of them and any third party.

(g) Tenant Approval. Whenever a reference is made herein to an action or approval to be undertaken by the Tenant, the City Manager of the City of National or his or her designee is authorized to act on behalf of the Tenant (without further approval from the City Council) unless specifically provided otherwise or the context should require otherwise.

(h) Exhibits Incorporated. All exhibits referred to in and attached to this Lease are hereby incorporated in this Lease by this reference.

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(i) Further Assurances. Landlord and Tenant agree to execute all such instruments and documents and to take all actions which are reasonably necessary to carry out this Lease or accomplish its intent.

(j) Incorporation of Prior Agreements. This Lease contains all agreements of Landlord and Tenant with respect to any matter mentioned, or dealt with, herein. No prior agreement or understanding pertaining to any such matter shall be binding upon Landlord or Tenant.

(k) Amendment. This Lease may only be amended by written agreement signed by Landlord and by Tenant.

(l) No Waiver. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary obtaining such Landlord's consent to or approval of any subsequent act. No waiver by either party shall be effective unless it is in writing, executed on behalf of such party.

(m) Consents. All consents to be given by either party shall be reasonably and timely given.

(n) No Leasehold Mortgages. Tenant shall not encumber its leasehold interest in the Premises, without the prior written approval of the Landlord.

(o) Nondiscrimination. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the Premises, nor shall Tenant 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 Premises.

(p) Signature Authority. All individuals signing this Lease 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 each other party hereto 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.

(q) Approval Rights of Limited Partner and Lenders. Tenant acknowledges that Landlord may be required to obtain the approval of Landlord's limited partner with respect to the various matters for which Landlord's approval is required hereunder and with respect to any amendment, assignment, sublease, modification or voluntary termination for surrender of this Lease. Tenant further acknowledges that Landlord may have to obtain the consent of its lenders who hold the Building as collateral with respect to any amendment, modification or voluntary termination or surrender of this Lease.

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(r) Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

(s) Attorneys' Fees. If any action is brought by either party against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Lease, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, copying and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

TENANT:
City of National City

By:_____
Leslie Deese, City Manager

APPROVED AS TO FORM:

By:_____
Angil P Morris-Jones, City Attorney

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[SIGNATURES CONTINUED ON FOLLOWING PAGE]

LANDLORD:
MORGAN TOWER HOUSING ASSOCIATES, L.P.,
a California limited partnership

By: CHW Morgan Development LLC,
Its: managing general partner

By: Community HousingWorks
Its: sole member and manager

By:_____
Susan M. Reynolds
President & CEO

By: Mercy Morgan Development LLC
Its administrative general partner

By: Mercy Housing Calwest
Its: sole member and manager

By:_____
Erika Villablanca,
Vice President

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Exhibit A(1)
Site Parking for Nutrition Center

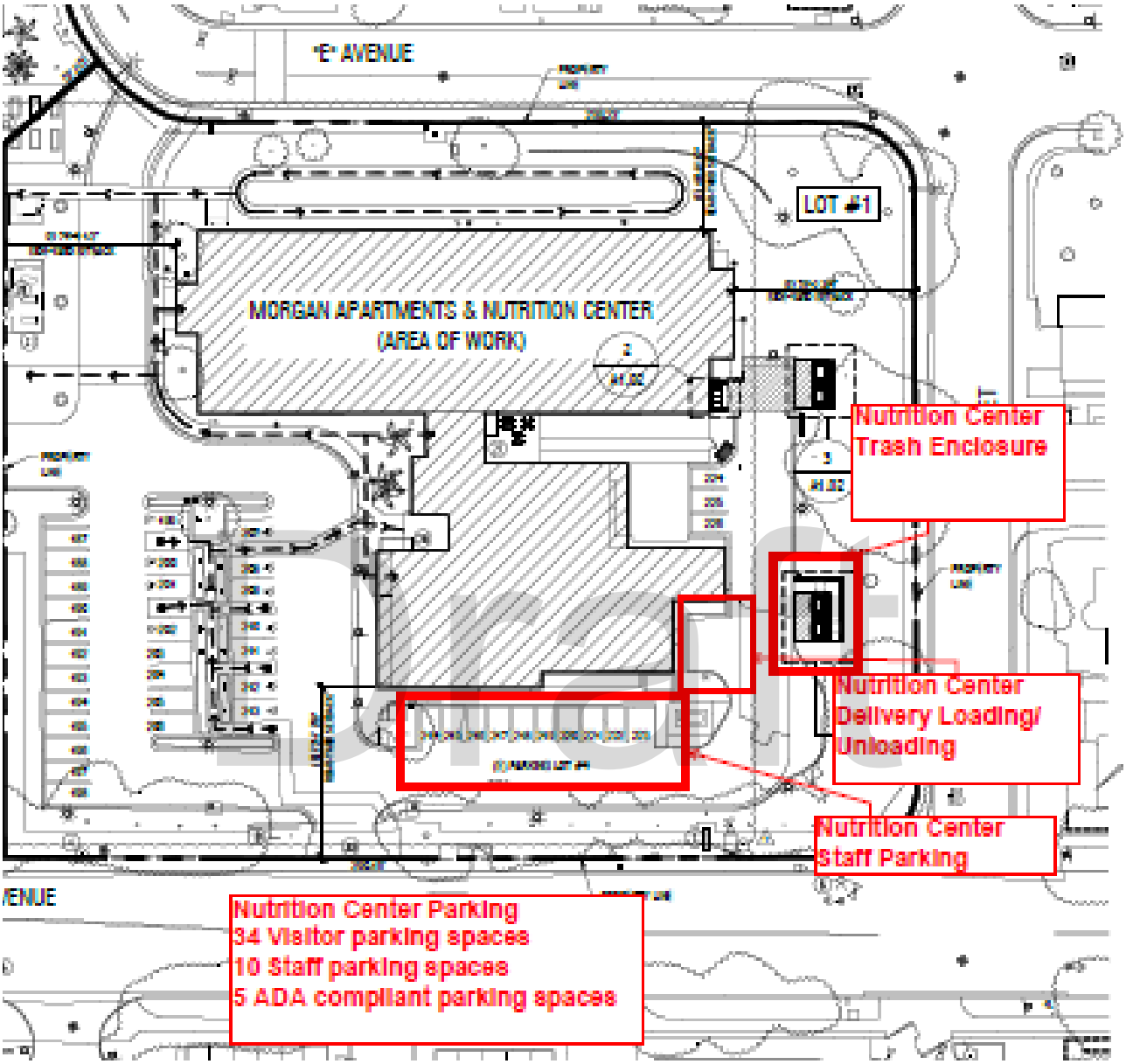

Exhibit A (2)
Nutrition Center Leased Premises

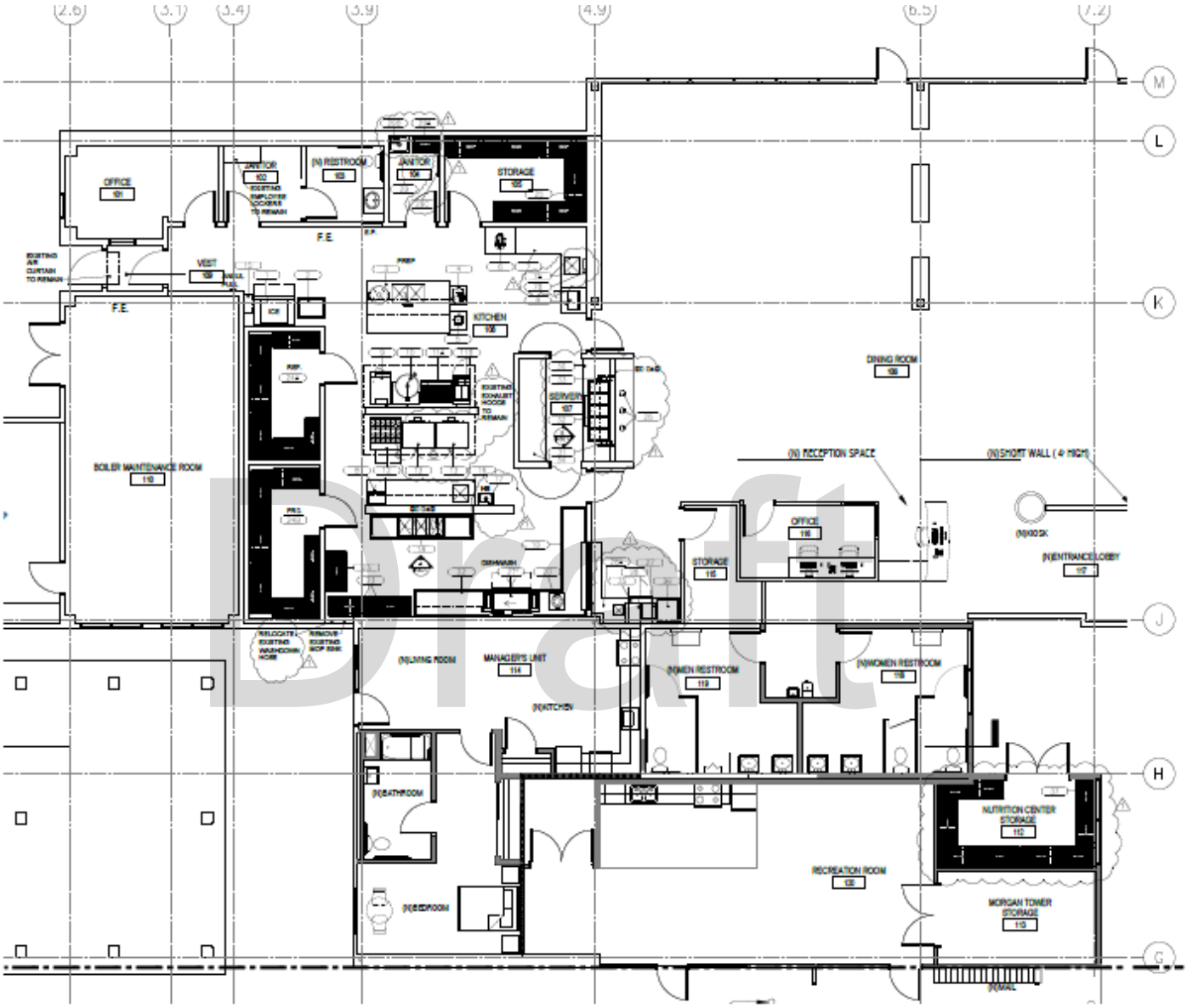

Exhibit B

RULES & REGULATIONS

1) Landlord shall provide two (2) keys to Tenant for the Premises. Tenant shall provide one copy to Landlord of all new locks or bolts Tenant install in any door or window of the Premises within three (3) days of such installation. Upon termination of the Lease, all keys to the Premises shall be surrendered to Landlord.

2) Tenant shall keep the Premises clean and sanitary.

3) Tenant shall have no access to Landlord's agents for maintenance work in the Premises. Landlord's agents shall not perform any work other than its regular duties, except when so directed by Landlord.

4) Tenant shall not disturb, solicit, or canvas any occupant of the Building.

5) Tenant shall store all trash within Tenant's separately designated trash bins inside the trash room, and dispose of such trash and recycling through regularly scheduled pick-ups. No trash bins shall be left on the sidewalk. No material shall be placed in trash bins if disposal in the ordinary and customary manner in National City would violate any applicable law or ordinance. Tenant shall keep the top of its designated trash bins and the area underneath and immediately surroundings their trash bins clean, clear and free from trash. Tenant shall make no use of the Building's trash dumpster, bins or other containers used by Landlord for the storage of the Building's trash.

6) Any trash bins outside the Premises must be locked at all times.

7) Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

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Exhibit C
Nutrition Center Facility Equipment

DESCRIPTION	NUTRITION CENTER PROGRAM PROPERTY EXISTING	FACILITY PROPERTY
ICE MACHINE AND BIN	X	
MOBILE PAN RACK	X	
ISLAND PREP TABLE	X	
FOOD SLICER	X	
FOOD BLENDER	X	
PLANETARY MIXER	X	
PREP COUNTER WITH HAND SINK		X
S/S SIDE SPLASH FOR HAND SINK		X
SOAP AND TOWEL DISPENSER, WALL-MOUNT		X
MICROWAVE OVEN	X	
CONVECTION STEAMER		X
STATIONARY KETTLE	X	
COUNTERTOP CHARBROILER	X	
FRYER		X
6-OPEN BURNER RANGE	X	
DOUBLE CONVECTION OVEN		X
FIRE SUPPRESSION SYSTEM		X
CHEF'S COUNTER		X
HAND SINK WITH SOAP/TOWEL DISPENSER		X
3-COMPARTMENT SINK		X
SOILED DISHTABLE WITH SINK		X
DISPOSER		X
DISHWASHER, LOW-TEMP, ELECTRIC		X
CLEAN DISHTABLE		X
POT/PAN SHELVING	X	
WALK-IN COOLER WITH SHELVING		X
WALK-IN FREEZER WITH SHELVING		X
DRY STORAGE SHELVING		X
DECORATIVE LAMP	X	
MILK DISPENSER	X	
COFFEE BREWER	X	
BEVERAGE COUNTER		X
MOP SINK		X
STORAGE SHELVING		X
WASHDOWN HOSE & RACK		X
MOP RACK		X
S/S SERVING COUNTER		X
SNEEZEGUARD, ADJUSTABLE		X
HOT FOOD WELLS, DROP-IN		X
FILL FAUCET		X
BACK COUNTER		X
UNDERCOUNTER REFRIGERATOR	X	
DROP-IN GLASS RACK LOWERATOR		X
DRY STORAGE SHELVING		X

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NUTRITION CENTER FUNDING AGREEMENT
(George H. Waters Nutrition Center)

THIS NUTRITION CENTER FUNDING AGREEMENT ("Agreement") is dated as of the ___ day of _____, 2019, by and between the City of National City ("City") and the Community Development Commission-Housing Authority of the City of National City ("Housing Authority").

RECITALS

A. Housing Authority is the fee title owner of that certain real property located at 1317 D Avenue and 1415 D Avenue in the City of National City, which is more commonly known and referred to as the Kimball and Morgan Towers.

B. Since 1979 the City has operated, or caused to be operated, the George H. Waters Nutrition Center ("Nutrition Center") at the Kimball and Morgan Towers.

C. The Kimball and Morgan Towers are "housing projects" as defined in California Health and Safety Code Section 34212. California Health and Safety Code Section 34212 defines housing project to include "real or personal property for necessary, convenient or desirable appurtenances, streets, sewers, water service, parks, site preparation, gardening, administrative, community, health, recreational, educational, welfare or other purposes." The Nutrition Center provides important and necessary community, health, recreational educational, welfare and other benefits to low income residents of the Kimball and Morgan Towers housing projects and other low income persons in the City of National City. As such, the Nutrition Center is a portion of the housing project for purposes of California Health and Safety Code Section 34212.

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D. The Housing Authority is ground leasing the Kimball and Morgan Towers to two (2) affordable housing project developer/operators, who are required to rehabilitate the Kimball and Morgan Towers and operate the Kimball and Morgan Towers as low income affordable housing projects. A portion of the consideration payable by the Kimball and Morgan Towers developer/operators is in the form of seller carryback notes ("Kimball and Morgan Notes").

E. The Housing Authority and the City believe it will be beneficial to the health and welfare of the community and the citizens of the City of National City for the Nutrition Center to continue to be operated by the City for the benefit of its low income residents, rather than having the Nutrition Center run by private interests. Therefore, as a material consideration for the Housing Authority's entry into the ground leases for the Kimball and Morgan Towers, the Housing Authority is requiring the ground lessee of the Morgan Tower (the building in which the Nutrition Center is located) to enter into a 99 year lease with the City with respect to the Nutrition Center with an annual rent of $1.00.

F. California Health and Safety Code Section 34312 empowers the Housing Authority to use its funds to operate housing projects. As part of the foregoing transaction and in lieu of having the ground lessee of the Morgan Tower operate and pay for the Nutrition Center, the Housing Authority has agreed to pay to the City a portion of the consideration received annually by the

Housing Authority from the Kimball and Morgan Notes. Which the City shall use to fund operation of the Nutrition Center (which is part of a housing project as defined in the California Health and Safety Code) in furtherance of the City's and the Housing Authority's goal of improving the health and welfare of the community and the citizens of the City of National City.

AGREEMENT

NOW, THEREFORE, for valid consideration, in furtherance of the recitals stated above, the mutual covenants set forth below, the City and the Housing Authority agree, promise and declare as follows:

1. Annual Payments. The Housing Authority shall make fifty-five (55) annual payments to the City. The first such payment shall be in the amount of $475,000.00, and further payments shall be increased by 3.5% each year thereafter. Such payments shall be made from the proceeds of the Kimball and Morgan Notes. The first annual payment shall be due and payable by the Housing Authority to the City ten (10) business days after receiving such annual payments from the Kimball and Morgan Towers ground lessees.

2. Use of Funds. The City shall use the funds received by the City pursuant to Section 1, above, solely for the purpose of funding operation of the Nutrition Center (which is part of a housing project as defined in the California Health and Safety Code). No portion of such funds shall be used for any purpose other than funding operation of the Nutrition Center without the express written consent of the Housing Authority, which consent shall be granted only in the event that the use of those funds by the City is allowed under the Housing Authorities Law, Health and Safety Code Section 34200, et seq.

Draft

3. General Conditions.

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions of this Agreement.

(c) Partial Invalidity. Any provision of this Agreement which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall have no effect, but all the remaining provisions of this Agreement shall remain in full effect.

(d) No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

(e) Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the each other party hereto 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.

CITY:
THE CITY OF NATIONAL CITY

By:_____
Leslie Deese, City Manager

HOUSING AUTHORITY:
COMMUNITY DEVELOPMENT COMMISSION-
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

By:_____
Leslie Deese, Executive Director

APPROVED AS TO FORM:

By:_____
Angil P Morris-Jones, City Attorney

Draft

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City Manager to execute a "Notice of Termination of Covenant and Agreement to Hold Property as One Parcel" separating the Kimball Senior Center parcel located at 1221 "D" Avenue from the Kimball Tower parcel located at 1317 "D" Avenue. (Housing & Economic Development)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 5, 2019 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the City Manager to execute a "Notice of Termination of Covenant and Agreement to Hold Property as One Parcel" separating the Kimball Senior Center parcel located at 1221 "D" Avenue from the Kimball Tower parcel located at 1317 "D" Avenue.

PREPARED BY:

Carlos Aguirre, Housing and Economic Dev. Mgr.

PHONE: 619-336-4391

DEPARTMENT: Housing & Economic Development

APPROVED BY:

EXPLANATION:

The Community Development Commission-Housing Authority of the City of National City ("CDC-HA") executed in favor of the City of National City ("City") a Covenant and Agreement to Hold Property as One Parcel dated as of May 28, 1985, which was recorded in the Office of the Recorder of the County of San Diego on June 6, 1985, as Document No. 85-200844 ("Covenant"). The Covenant constitutes a burden on the title of each parcel and its termination would clear title for the purpose of securing financing for Kimball Tower renovations under a 99-year ground lease pursuant to a Development and Disposition Agreement which the CDC-HA entered into on June 19, 2018.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact.

ENVIRONMENTAL REVIEW:

The Notice of Termination is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

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

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Recorded Covenant
2. Termination of Covenant
3. Resolution

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

Attachment No. 1

392 85-200844

RECORDED IN OFFICIAL RECORDS OF SAN DIEGO COUNTY, CA.

1985 JUN -6 AM 9:19

VERA LEE
COUNTY RECORDER

RECORDER:
Please make no charge for recording the attached instrument. It is being recorded in connection with a Government Agency transaction.

Recording requested by:
Return to:
COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF NATIONAL CITY
1243 NATIONAL CITY BLVD.
NATIONAL CITY, CALIF. 92050

NO FEE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that we are the owners of the hereinafter described real properties located in the City of National City, County of San Diego, State of California:

Lots 2 and 6 of Center City Project, in the City of National City, County of San Diego, State of California, according to Map thereof No. 8807 filed in the Office of the County Recorder of San Diego County February 24, 1978.

And we do hereby covenant and agree with said City that the above described properties shall be held as one parcel and that no portion shall be sold separately, except as hereinafter provided.

This covenant and agreement shall run with the land and shall be binding upon ourselves, future owners, their heirs, successors and assignees and shall continue in effect until such time that a parcel map or subdivision map, as they are defined and regulated by all applicable laws, including but not limited to, the National City Municipal Code, has been filed with and approved by the City.

COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA

By _____ (Sign)
Kile Morgan, Chairman

Dated: May 28, 1985

By _____ (Sign)
Arnold A. Peterson, Secretary

(Individual)

STATE OF CALIFORNIA
COUNTY OF _____ SS.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person___ whose name___ subscribed to the within instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

(Seal) _____
Notary Public in and for said County and State

(Corporation)

STATE OF CALIFORNIA
COUNTY OF San Diego SS.

On May 28 1985 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kile Morgan, known to me to be the Chairman and Arnold A. Peterson, known to me to be Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
DAVID L. SHELDON
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires August 22, 1988

(Seal) _____
Notary Public in and for said County and State

Approved for Recording: By _____ Date 6/3/85
City Engineer

No. 200844 85-

RECORDING REQUESTED BY:
COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF
NATIONAL CITY

AND WHEN RECORDED RETURN TO:
COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF
NATIONAL CITY
Records Management Department
1243 National City Blvd.
National City, California 91950

This document is exempt from payment of a recording fee pursuant to Government Code Section 6103.

NOTICE OF TERMINATION OF
COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL
(Kimball Tower-Kimball Senior Center)

WHEREAS, the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") executed in favor of the City of National City ("City") that certain Covenant and Agreement to Hold Property as One Parcel dated as of May 28, 1985, which was recorded in the Office of the Recorder of the County of San Diego on June 6, 1985, as Document No. 85-200844 ("Covenant").

NOW THEREFORE, the CDC-HA and the City hereby acknowledge and agree that: (i) the Covenant is hereby terminated; and (ii) the Covenant no longer constitutes a burden, lien or encumbrance against the real property described in the Covenant.

CDC-HA:
Community Development Commission-
Housing Authority of the City of National City

By:_____
Leslie Deese, Executive Director

CITY:
City of National City

By:_____
Leslie Deese, City Manager

APPROVED AS TO FORM:

By:_____
Angil P Morris-Jones, City Attorney

ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

On _____, 2019, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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 authorizing the Executive Director to execute a Nutrition Center Funding Agreement with the City of National City for the purpose of funding the operation of the George H. Waters Nutrition Center, located at 1415 "D" Avenue in National City, in the amount of $475,000 for the first annual payment and increased by 3.5% each year thereafter for a total of fifty-five (55) years. (Housing & Economic Development)
Please scroll down to view the backup material.

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

MEETING DATE: March 5, 2019 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Nutrition Center Funding Agreement with the City of National City for the purpose of funding the operation of the George H. Waters Nutrition Center, located at 1415 "D" Avenue in National City, in the amount of $475,000 for the first annual payment and increased by 3.5% each year thereafter for a total of fifty-five (55) years.

PREPARED BY:

Carlos Aguirre, Housing and Economic Dev. Mgr.

PHONE: 619-336-4391

DEPARTMENT: Housing & Economic Development

APPROVED BY: _____

EXPLANATION:

See Attachment No. 1 for an explanation.

DRAFT

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

See Attachment No. 1 for a financial statement.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Nutrition Center Funding Agreement
3. Resolution

DRAFT

Attachment No. 1

COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
STAFF REPORT
March 5, 2019

Agenda Item

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Nutrition Center Funding Agreement with the City of National City for the purpose of funding the operation of the George H. Waters Nutrition Center, located at 1415 "D" Avenue in National City, in the amount of $475,000 for the first annual payment and increased by 3.5% each year thereafter for a total of fifty-five (55) years.

Background

The George H. Waters Senior Nutrition Center ("Nutrition Center) was built in conjunction with Morgan Senior Tower and has been operated by the City of National City ("City") since 1978. The goal of the George H. Waters Senior Nutrition Center ("Nutrition Center") is to provide good nutrition, reduce isolation, and provide sound education and information to meet the needs of our older adults, as well as providing the availability of appropriate exercise classes to enable the target population to maintain good health. The Nutrition Center serves over 40,000 congregate meals and makes over 17,000 meal deliveries to seniors each year.

The Nutrition Center provides National City's elderly population with information about the benefits of good nutrition and exercise as a way to avoid lengthy illnesses and nursing home confinement. The Nutrition Center is funded in part by the City of National City, program donations and a grant through the federal Older American Act Title III. This federal grant is administered by both State and County and is regulated by the California Department of Agriculture.

Comprehensive Renovation of the Nutrition Center

Since the Nutrition Center had not undergone renovations since it was placed in service and the facility is well overdue for rehabilitation, the Community Development Commission-Housing Authority of the City of National City ("Housing Authority") included the Nutrition Center in the Kimball and Morgan Towers ("Towers") Rehabilitation and Recapitalization Project ("Project") approved through a Development and Disposition Agreement ("DDA") on June 19, 2018 by Housing Authority Resolution 2018-66 to ensure full rehabilitation and financial sustainability of the Nutrition Center. As part of the Project, the Project developer/operators of the Towers will provide for a comprehensive rehabilitation and modernization of the Nutrition Center.

that the use of those funds by the City is allowed under the Housing Authorities Law, Health and Safety Code Section 34200, et seq.

Financial Statement and Staff Recommendation

As part of the Kimball and Morgan Towers Rehabilitation and Recapitalization Project the City's Nutrition Center will receive a comprehensive rehabilitation and modernization without any out-of-pocket contribution from the City or the Housing Authority. The first annual payment of $475,000 shall be due and payable by the Housing Authority to the City ten (10) business days after receiving such annual payments from the Kimball and Morgan Towers developers at closing. The first payment will be made to the City in early April 2019 and will be appropriated to offset the operational costs provided by the City of National City for Fiscal Year 2018-2019. City staff recommends that the Community Development Commission-Housing Authority of City of National City authorize the Executive Director to execute attached Nutrition Center Funding Agreement at the close of escrow for the Project.

Housing Authority from the Kimball and Morgan Notes. Which the City shall use to fund operation of the Nutrition Center (which is part of a housing project as defined in the California Health and Safety Code) in furtherance of the City's and the Housing Authority's goal of improving the health and welfare of the community and the citizens of the City of National City.

AGREEMENT

NOW, THEREFORE, for valid consideration, in furtherance of the recitals stated above, the mutual covenants set forth below, the City and the Housing Authority agree, promise and declare as follows:

1. Annual Payments. The Housing Authority shall make fifty-five (55) annual payments to the City. The first such payment shall be in the amount of $475,000.00, and further payments shall be increased by 3.5% each year thereafter. Such payments shall be made from the proceeds of the Kimball and Morgan Notes. The first annual payment shall be due and payable by the Housing Authority to the City ten (10) business days after receiving such annual payments from the Kimball and Morgan Towers ground lessees.

2. Use of Funds. The City shall use the funds received by the City pursuant to Section 1, above, solely for the purpose of funding operation of the Nutrition Center (which is part of a housing project as defined in the California Health and Safety Code). No portion of such funds shall be used for any purpose other than funding operation of the Nutrition Center without the express written consent of the Housing Authority, which consent shall be granted only in the event that the use of those funds by the City is allowed under the Housing Authorities Law, Health and Safety Code Section 34200, et seq.

3. General Conditions.

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions of this Agreement.

(c) Partial Invalidity. Any provision of this Agreement which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall have no effect, but all the remaining provisions of this Agreement shall remain in full effect.

(d) No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

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 authorizing the Executive Director to execute a "Notice of Termination of Covenant and Agreement to Hold Property as One Parcel" separating the Kimball Senior Center parcel located at 1221 D Avenue from the Kimball Tower parcel located at 1317 "D" Avenue. (Housing & Economic Development)
Please scroll down to view the backup material.

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

MEETING DATE: March 5, 2019 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a "Notice of Termination of Covenant and Agreement to Hold Property as One Parcel" separating the Kimball Senior Center parcel located at 1221 D Avenue from the Kimball Tower parcel located at 1317 "D" Avenue.

PREPARED BY:

Carlos Aguirre, Housing and Economic Dev. Mgr.

DEPARTMENT: Housing & Economic Development

PHONE: 619-336-4391

APPROVED BY:

EXPLANATION:

The Community Development Commission-Housing Authority of the City of National City ("CDC-HA") executed in favor of the City of National City ("City") a Covenant and Agreement to Hold Property as One Parcel dated as of May 28, 1985, which was recorded in the Office of the Recorder of the County of San Diego on June 6, 1985, as Document No. 85-200844 ("Covenant"). The Covenant constitutes a burden on the title of each parcel and its termination would clear title for the purpose of securing financing for Kimball Tower renovations under a 99-year ground lease pursuant to a Development and Disposition Agreement which the CDC-HA entered into on June 19, 2018.

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

There is no fiscal impact.

ENVIRONMENTAL REVIEW:

The Notice of Termination is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

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

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Recorded Covenant
2. Termination of Covenant
3. Resolution

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Attachment No. 1

392 85-200844

RECORDED IN OFFICIAL RECORDS OF SAN DIEGO COUNTY, CA.

1985 JUN -6 AM 9:19

VERA LEE
COUNTY RECORDER

RECORDER:
Please make no charge for recording the attached instrument. It is being recorded in connection with a Government Agency transaction.

Recording requested by:
Return to:
COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF NATIONAL CITY
1243 NATIONAL CITY BLVD.
NATIONAL CITY, CALIF. 92050

NO FEE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that we are the owners of the hereinafter described real properties located in the City of National City, County of San Diego, State of California:

Lots 2 and 6 of Center City Project, in the City of National City, County of San Diego, State of California, according to Map thereof No. 8807 filed in the Office of the County Recorder of San Diego County February 24, 1978.

And we do hereby covenant and agree with said City that the above described properties shall be held as one parcel and that no portion shall be sold separately, except as hereinafter provided.

This covenant and agreement shall run with the land and shall be binding upon ourselves, future owners, their heirs, successors and assignees and shall continue in effect until such time that a parcel map or subdivision map, as they are defined and regulated by all applicable laws, including but not limited to, the National City Municipal Code, has been filed with and approved by the City.

COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA

By _____ (Sign)
Kile Morgan, Chairman

Dated: May 28, 1985

By _____ (Sign)
Arnold A. Peterson, Secretary

(Individual)

STATE OF CALIFORNIA
COUNTY OF _____ SS.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person___ whose name___ subscribed to the within instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

(Seal) _____
Notary Public in and for said County and State

(Corporation)

STATE OF CALIFORNIA
COUNTY OF San Diego SS.

On May 28 1985 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kile Morgan, known to me to be the Chairman and Arnold A. Peterson, known to me to be Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
DAVID L. SHELDON
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires August 22, 1988

(Seal) _____
Notary Public in and for said County and State

Approved for Recording: By _____ Date 6/3/85
City Engineer

No. 200844 85-

RECORDING REQUESTED BY:
COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF
NATIONAL CITY

AND WHEN RECORDED RETURN TO:
COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF
NATIONAL CITY
Records Management Department
1243 National City Blvd.
National City, California 91950

This document is exempt from payment of a recording fee pursuant to Government Code Section 6103.

NOTICE OF TERMINATION OF
COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL
(Kimball Tower-Kimball Senior Center)

WHEREAS, the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") executed in favor of the City of National City ("City") that certain Covenant and Agreement to Hold Property as One Parcel dated as of May 28, 1985, which was recorded in the Office of the Recorder of the County of San Diego on June 6, 1985, as Document No. 85-200844 ("Covenant").

NOW THEREFORE, the CDC-HA and the City hereby acknowledge and agree that: (i) the Covenant is hereby terminated; and (ii) the Covenant no longer constitutes a burden, lien or encumbrance against the real property described in the Covenant.

CDC-HA:
Community Development Commission-
Housing Authority of the City of National City

By:_____
Leslie Deese, Executive Director

CITY:
City of National City

By:_____
Leslie Deese, City Manager

APPROVED AS TO FORM:

By:_____
Angil P Morris-Jones, City Attorney

ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

On _____, 2019, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

The following page(s) contain the backup material for Agenda Item: Update on ActiveNet, a recreation management software that manages reservations, registrations, payments, and marketing. (Community Services)
Please scroll down to view the backup material.

Item # ___

3/5/19

Update on ActiveNet, a recreation management software that manages reservations, registrations, payments, and marketing. (Community Services)

The following page(s) contain the backup material for Agenda Item: 2018 Housing Element Annual Progress Report pursuant to California Government Code Section 65400. (Planning)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 5, 2019 **AGENDA ITEM NO.**

ITEM TITLE:

2018 Housing Element Annual Progress Report pursuant to California Government Code Section 65400. (Planning)

PREPARED BY: Raymond Pe, Principal Planner **DEPARTMENT:** Planning Division

PHONE: 619-336-4421 **APPROVED BY:**

EXPLANATION:

California Government Code section 65400 requires that each city and county prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation. The report is due on April 1 for the previous calendar year and is submitted to the Department of Housing and Community Development and the Governor's Office of Planning and Research. The annual progress report fulfills state housing law requirements to report certain information, including the progress in meeting the City's share of the Regional Housing Needs Assessment (RHNA). Furthermore, submitting the report to the state ensures that the City is eligible for grants and other funding sources that are tied to the filing of the report. The report is also submitted to SANDAG to qualify for certain discretionary funds administered by that agency.

FINANCIAL STATEMENT: **APPROVED:** **Finance**

ACCOUNT NO. Not Applicable **APPROVED:** **MIS**

ENVIRONMENTAL REVIEW:

No further action is required under the California Environmental Quality Act since the action, as defined by CEQA, is not considered a project that has the potential to result in either a direct or indirect physical change in the environment.

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

STAFF RECOMMENDATION:

Accept and file the report.

BOARD / COMMISSION RECOMMENDATION:

Not Applicable

ATTACHMENTS:

1. Background Report.
2. Annual Progress Report.

BACKGROUND REPORT

Government Code section 65400 requires that each city and county prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation using forms and definitions adopted by the Department of Housing and Community Development (HCD). The forms are used for satisfying the reporting requirements of Government Code section 65400, subdivision (a)(2).

The forms and instructions, originally adopted March 27, 2010, have been updated to incorporate new APR requirements pursuant to Chapter 374, Statutes of 2017 (Assembly Bill 879) and Chapter 366, Statutes of 2017 (Senate Bill 35). The APR must be submitted to the Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year using the forms and tables specified by HCD.

Providing the report to HCD and OPR fulfills state housing law requirements to report certain information, including the progress in meeting the City's share of the Regional Housing Needs Assessment (RHNA). Furthermore, submitting the APR to the state ensures that the City is eligible for grants and other funding sources that require filing of the report. The report is also submitted to SANDAG to qualify for certain discretionary funds administered by that agency.

The APR consists of the following tables:

- <u>TABLE A – Housing Development Applications Submitted</u>
  Includes discretionary and ministerial entitlements. Applications were submitted for a total of 60 units within 35 projects in 2018: Five single-family detached units; 24 single-family attached units; and 31 multi-family units.

- <u>TABLE A2 – Annual Building Activity Report Summary - New Construction, Entitled, Permits, and Completed Units.</u>
  Entitlements, permits, and completion of units during the reporting period. Building permits were issued for 60 units within 35 projects; however, only one has received final approval for occupancy during the 2018 reporting period.

- <u>TABLE B – Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability.</u>
  The City's progress in achieving its RHNA allocation during the housing element planning period (2013-2021). The total (beginning) RHNA allocation is 1,863 units. The remaining need is 1,277 units.

- <u>TABLE C – Sites Identified or Rezoned to Accommodate Shortfall Housing Need.</u>
  This requirement does not apply to the City since adequate sites were identified in the adopted Housing Element.

- TABLE D – Program Implementation Status pursuant to Government Code section 65583.
  The status of the implementation of programs in the adopted Housing Element.

- TABLE E – Commercial Development Bonus Approved pursuant to Government Code section 65915.7.
  No units were produced in the City using this provision of the Government Code.

- TABLE F Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision (c)(2).
  No units were produced in the City using this provision of the Government Code. However, the City can report that 368 at-risk units were preserved and 91 extremely low-income units were acquired during the reporting period.

Units are identified by affordability by household income as established by HCD's income limit charts. The household income categories, based on the area median income (San Diego County) are:

- Very low-income households (50% AMI)
- Low-income households (80% AMI)
- Moderate-income households (120% AMI)
- Above-moderate households (>120% AMI)

Unit types are categorized as one of the following:

- Single-family detached units
- Single-family attached units
- Two to four unit structure
- Five or more unit structure
- Accessory dwelling unit
- Mobile home/manufactured home

Units are identified as either proposed or planned at initial occupancy for either renter occupant (R) or owner occupant (O) where apparent at the time of project application.

Please Start Here

General Information	
Jurisidiction Name	National City
Reporting Calendar Year	2018
Contact Information	
First Name	Raymond
Last Name	Pe
Title	Principal Planner
Email	rpe@nationalcityca.gov
Phone	(619) 336-4421
Mailing Address	
Street Address	1243 National City Boulevard
City	National City
Zipcode	91950

Submittal Instructions

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System (Preferred) -** This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email -** If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	National City	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Note: + Optional field

Cells in grey contain auto-calculation formulas

Table A

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes+
Summary Row: Start Data Entry Below														60	60	60			
	561-011-06-00	900 12th St.	Plaza Del Rey Apartments		5+	R	3/5/2018							15	15	15		No	
	562-252-19-00	112 31st St.	Mariner's Landing		SFA	R	6/25/2018							1	1	1		No	
	562-252-18-00	126 31st St.	Mariner's Landing		SFA	R	6/25/2018							1	1	1		No	
	562-252-20-00	138 31st St.	Mariner's Landing		SFA	R	6/25/2018							1	1	1		No	
	562-252-19-00	148 31st St.	Mariner's Landing		SFA	R	6/25/2018							1	1	1		No	
	562-252-14-00	1904 'F' Ave.	Vista Jardin Apts.		SFA	R	10/15/2018							10	10	10		No	
	560-233-07-07	1823 'F' Ave.			SFA	R	7/11/2018							1	1	1		No	
	560-233-07-09	1833 'F' Ave.			SFA	R	7/11/2018							1	1	1		No	
	560-233-07-04	610 18th St.			SFA	R	7/11/2018							1	1	1		No	
	560-233-07-06	1815 'F' Ave.			SFA	R	7/11/2018							1	1	1		No	
	560-233-07-05	612 18th St.			SFA	R	7/11/2018							1	1	1		No	
	560-233-07-08	1829 'F' Ave.			SFA	R	7/11/2018							1	1	1		No	
	560-233-07-03	608 18th St.			SFA	R	7/11/2018							1	1	1		No	
	560-233-07-10	1837 'F' Ave.			SFA	R	7/11/2018							1	1	1		No	
	560-233-07-01	604 18th St.			SFA	R	7/11/2018							1	1	1		No	
	560-233-07-02	606 18th St.			SFA	R	7/11/2018							1	1	1		No	
	560-131-40-00	1525 'G' Ave.			5+	R	7/11/2018							12	12	12		No	
	558-250-35-00	2752 18th St.			2 to 4	R	11/1/2018							4	4	4		No	
	562-170-21-00	2816 'D' Ave.			SFD	O	5/29/2018							1	1	1		No	
	562-170-20-00	2810 'D' Ave.			SFD	O	5/29/2018							1	1	1		No	
	556-314-04-00	427 'K' Ave.			SFD	O	1/9/2018							1	1	1		No	
	561-140-19-00	1912 E. 17th St.			SFD	O	8/21/2018							1	1	1		No	
	556-061-41-00	406 E. Division St.			SFD	O	10/11/2018							1	1	1		No	

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Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement							
1					2	3	4							5
Prior APN+	**Current APN**	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SFA,SFD,2 to 4,5+,ADU,MH)	**Tenure** R=Renter O=Owner	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Entitlement Date Approved**
Summary Row: Start Data Entry Below													60	
	561-011-06-00	900 12th St.	Plaza Del Rey Apartments		5+	R							15	3/5/2018
	562-252-19-00	112 31st St.	Mariner's Landing		SFA	R							1	6/25/2018
	562-252-18-00	126 31st St.	Mariner's Landing		SFA	R							1	6/25/2018
	562-252-20-00	138 31st St.	Mariner's Landing		SFA	R							1	6/25/2018
	562-252-19-00	148 31st St.	Mariner's Landing		SFA	R							1	6/25/2018
	562-252-14-00	1904 'F' Ave.	Vista Jardin Apts.		SFA	R							10	10/15/2018
	560-233-07-07	1823 'F' Ave.			SFA	R							1	7/11/2018
	560-233-07-09	1833 'F' Ave.			SFA	R							1	7/11/2018
	560-233-07-04	610 18th St.			SFA	R							1	7/11/2018
	560-233-07-06	1815 'F' Ave.			SFA	R							1	7/11/2018
	560-233-07-05	612 18th St.			SFA	R							1	7/11/2018
	560-233-07-08	1829 'F' Ave.			SFA	R							1	7/11/2018
	560-233-07-03	608 18th St.			SFA	R							1	7/11/2018
	560-233-07-10	1837 'F' Ave.			SFA	R							1	7/11/2018
	560-233-07-01	604 18th St.			SFA	R							1	7/11/2018
	560-233-07-02	606 18th St.			SFA	R							1	7/11/2018
	560-131-40-00	1525 'G' Ave.			5+	R							12	7/11/2018
	558-250-35-00	2752 18th St.			2 to 4	R							4	11/1/2018
	562-170-21-00	2816 'D' Ave.			SFD	O							1	5/29/2018
	562-170-20-00	2810 'D' Ave.			SFD	O							1	5/29/2018
	556-314-04-00	427 'K' Ave.			SFD	O							1	1/9/2018
	561-140-19-00	1912 E. 17th St.			SFD	O							1	8/21/2018
	556-061-41-00	406 E. Division St.			SFD	O							1	10/11/2018

	Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupa						
6	7							8	9	10						
# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income
60							60		60							1
15							15	3/5/2018	15							
1							1	6/25/2018	1							
1							1	6/25/2018	1							
1							1	6/25/2018	1							
1							1	6/25/2018	1							
10							10	10/15/2018	10							
1							1	7/11/2018	1							
1							1	7/11/2018	1							
1							1	7/11/2018	1							
1							1	7/11/2018	1							
1							1	7/11/2018	1							
1							1	7/11/2018	1							
1							1	7/11/2018	1							
1							1	7/11/2018	1							
1							1	7/11/2018	1							
1							1	7/11/2018	1							
12							12	7/11/2018	12							
4							4	11/1/2018	4							
1							1	5/29/2018	1							
1							1	5/29/2018	1							
1							1	1/9/2018	1							1
1							1	8/21/2018	1							
1							1	10/11/2018	1							

ıncy			Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
11	12	13	14	15	16	17	18	19	20			21
Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?+	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N+	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/ Destroyed Units+	Demolished or Destroyed Units+	Demolished/ Destroyed Units Owner or Renter+	Notes+
	1											
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
			N	Y								
10/1/2018	1		N	Y								
			N	Y								
			N	Y								

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This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	2									3	4
Income Level		**RHNA Allocation by Income Level**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	465		53		45						98	367
	Non-Deed Restricted												
Low	Deed Restricted	353											353
	Non-Deed Restricted												
Moderate	Deed Restricted	327		55		46						217	110
	Non-Deed Restricted						116						
Above Moderate		718	32	17	143	12	7	60				271	447
Total RHNA		**1863**											
Total Units 44			**32**	**125**	**143**	**103**	**123**	**60**				**586**	**1277**

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

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Jurisdiction	National City	
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Note: + Optional field

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Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Project Identifier				Date of Rezone	Affordability by Household Income				Type of Shortfall	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very-Low Income	Low-Income	Moderate Income	Above Moderate - Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

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Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	**2**	**3**	**4**
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
1. Rental Rehabilitation Program.	Rehabilitate an average of 10 units per year.	Rehabilitate an average of ten units per year for a total of 80 units during the eight-year planning cycle.	368 rental units know as Summercrest Apartments began rehabiliation in 2018.
2. Ownership Housing Rehabilitation Program.	Rehabilitate an average of five units per year.	Rehabilitate an average of five units per year for a total of 40 units during the eight-year planning cycle.	No single-family units rehabilitated during the calendar year and 11 to-date during the planning cycle.
3. Code Enforcement Program.	Abate an average of 250 cases per year.	Abate an average of 250 cases per year for a total of 2,000 cases during the eight-year planning cycle.	44 housing-related code violations were abated during the calendar year and over 1,335 to-date during the planning cycle.
4. Housing Inspection Program	Inspect an average of 128 units per year.	Inspect an average of 128 units per year for a total of 1,024 units during the eight-year planning cycle.	156 housing units were inspected during the calendar year and over 1,646 to-date during the planning cycle.
5. At-Risk Housing Program.	Conserve the affordability of 795 housing units at risk of converting to market rate.	Monitor status of at-risk units annually during the eight-year planning cycle.	No at-risk units converted to market rate during the calendar year. 368 units preserved at Summercrest Apartments.
6. Housing Choice Voucher (Section 8) Rental Assistance Program.	Maintain 137 units of project-based housing and 1,022 tenant-based vouchers.	Monitor annually during the eight-year planning cycle.	Continued to maintain 137 project-based and 1,022 tenant-based vouchers.

7. Tenant Relocation Program.	Relocate any tenants displaced due to code enforcement.	Continue to offer the program during the eight-year planning cycle.	One tenant was relocated during the calendar year and 12 to-date during the planning cycle.
8. Housing Stock Conditions Program.	Estimate of the number of dwelling units in need of repair or replacement.	Conduct survey annually during the eight-year planning cycle.	The last survey was conducted in 2010.
9. Clean-up Events Program.	Conduct an average of four events per year.	Conduct an average of four events annually for a total of 32 events during the eight-year planning cycle.	One clean-up event during the calendar year and 13 to-date during the planning cycle.
10. Developer Information Program.	Update and maintain informational materials as policies, standards, guidelines, and ordinances are amended or adopted.	Update as policies, standards, guidelines, and ordinances are amended or adopted during the eight-year planning cycle.	Ongoing updates as polices are amended or adopted.
11. GIS Database Program.	Update database as new information becomes available in a compatible format.	Monitor data sources and update upon availability during the eight-year planning cycle.	Ongoing updates to database as needed and as available.
12. Community Housing Development Organizations Program.	Identify and fund CHDOs to pursue affordable housing projects and programs.	Conduct outreach annually as part of the budget process and as funding sources become available during the eight-year planning cycle.	Four units rehabilitated to-date during the planning cycle.
13. New Construction Program.	Production of housing units to meet the RHNA allocation.	Conduct outreach annually as part of the budget and CIP process and as funding sources become available during the eight-year planning cycle.	Permits for 60 units were issued during the calendar year.
14. Construction Assistance Program.	Development community awareness of available housing programs.	Conduct outreach annually as part of the budget and CIP process and as funding sources become available during the eight-year planning cycle.	Ongoing through the annual budget and CIP adoption process at public workshops and hearings.

15. Production Priorities Program.	Communicate housing policy objectives to prospective developers and encourage and facilitate projects that implement Housing Element policies.	Ongoing as part of the pre-application and consultation process during the eight-year planning cycle.	Ongoing outreach to communicate policy objectives to prospective developers.
16. Housing Element Annual Report.	Submit report to Department of Housing and Community Development prior to the statutory deadline.	Prepare and submit annually pursuant to statute during the eight-year planning cycle.	The annual progress report is prepared for each calendar year and submitted to HCD, OPR, and SANDAG.
17. Design Guidelines Program.	Improvement in the quality of design in construction through the implementation of design guidelines.	Ongoing as part of the pre-application and consultation process during the eight-year planning cycle.	Ongoing implementation during the project consultation and entitlement process.
18. Fair Housing Requirements Program.	Implement actions to address fair housing issues through CDBG and HOME activities.	Update AI in conjunction with Consolidated Plan updates and implement on ongoing basis during the eight-year planning cycle.	Addressed Impediments to Fair Housing through the implementation of the Fair Housing Action Plan as reported in the Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing and Urban Development.
19. Fair Housing Organizations.	Fair housing practices and informed housing consumers and suppliers.	Conduct outreach annually as part of the budget and CIP process and as funding sources become available during the eight-year planning cycle.	Ongoing fair housing services are provided by CSA San Diego County.
20. Fair Housing Training Program.	In new projects of 10 or more units, training of staff in fair housing administration.	Refer to contracted providers prior to occupancy of new projects during the eight-year planning cycle.	Ongoing fair housing services are provided by CSA San Diego County.
21. State Energy Conservation Program.	Achieve State energy conservation standards for housing.	Conduct on an ongoing basis as part of the development review, permitting, and enforcement processes during the eight-year planning cycle.	Ongoing implementation during the project consultation and entitlement process.

22. Community Land Trust (CLT) Program.	Allow the establishment of community land trusts as needed.	Conduct outreach annually as part of the budget and CIP process and as funding sources become available during the eight-year planning cycle.	In 2013, the Housing Element was updated to allow community land trusts. The City has entered into an Agreement with Habitat for Humanity and San Diego Community Land Trust to develop 6 to 12 units under the Community Land Trust model.
23. Extremely-Low Income Housing Program.	Production of 233 units of housing affordable to extremely-low income households.	Conduct outreach annually as part of the budget and CIP process and as funding sources become available during the eight-year planning cycle.	11 extremely-low income units were produced during the calendar year and 23 to-date during the planning cycle.
24. Land Use Code Monitoring Program.	Implementation of the General Plan, including Housing Element policies.	Monitor and report annually as part of the General Plan Annual Progress Report during the eight-year planning cycle.	The annual progress report is prepared for each calendar year and submitted to HCD, OPR, and SANDAG.

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Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income4	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

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Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severly limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1+
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	
Rehabilitation Activity									
Preservation of Units At-Risk		368		368					Tax-exempt bonds on Summercrest Apartments
Acquisition of Units	11	80		91					4% Tax Credits
Total Units by Income	11	448		459					

Jurisdiction	National City	
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Permitted Units Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		60
Total Units 44		**60**

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Entitlement Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	60
Total Housing Units Approved:	60
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas