

**Agenda Of The Special Meeting – Oversight Board for the Successor Agency to the
Redevelopment Agency of the City of National City
Council Chambers
Civic Center
1243 National City Boulevard
National City, California
Wednesday – October 22, 2014 – 1:00 P.M.**

Open To The Public

Please complete a request to speak form prior to the commencement of the meeting and submit it to the Oversight Board Secretary.

It is the intention of your National City Oversight Board to be receptive to your concerns in this community. Your participation in local government will assure a responsible and efficient City of National City. We invite you to bring to the attention of the Board Chairman any matter that you desire the National City Oversight Board to consider. We thank you for your presence and wish you to know that we appreciate your involvement.

ROLL CALL

Pledge of Allegiance to the Flag by Chairman Ron Morrison

Public Oral Communications (Three-Minute Time Limit)

NOTE: Pursuant to state law, items requiring National City Oversight Board action must be brought back on a subsequent National City Oversight Board Agenda unless they are of a demonstrated emergency or urgent nature.

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.

**It Is Requested That All Cell Phones
And Pagers Be Turned Off During The Meetings**

OVERSIGHT BOARD ACTIONS

1. Approval of the Minutes of the Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency meeting held on September 17, 2014.
2. Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency Approving a Long Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5 – Housing, Grants & Asset Management (Reso 2014-07)
3. Resolution of the Oversight Board to the Successor Agency to the CDC as the National City Redevelopment Agency authorizing the Chairman to ratify an Agreement between the Successor Agency and Geosyntec Consultants, Inc. in the not-to-exceed amount of \$300,000, to provide on call professional services involving environmental oversight, monitoring, testing, reporting and remediation of environmental contaminants and/or hazardous materials at properties controlled by the Successor Agency. – Engineering/Public Works

REPORTS

4. Update on Redevelopment Issues

ADJOURNMENT

Adjourn to the next regular meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency scheduled on November 19 at 3:00 p.m. in Council Chambers, Civic Center.

**MINUTES OF THE MEETING OF THE OVERSIGHT BOARD TO THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF
THE CITY OF NATIONAL CITY**

SEPTEMBER 17, 2014

This Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency was called to order at 3:05 pm by Chairman Ron Morrison.

ROLL CALL

Board Members Present: Fellows, Desrochers, Morrison, Perri, McCarthy, Hentschke,

Board Members Absent: Carson

OTHER STAFF PRESENT: Brad Raulston, Executive Director; Janel Pehau, Finance

PLEDGE OF ALLEGIANCE by Chairman Ron Morrison

Welcome new Member Luisa McCarthy

PRESENTATIONS: None

OVERSIGHT BOARD ACTIONS

- 1. SUBJECT:** Approval of the Minutes of the Regular Meeting of the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of National City Meeting held on June 18, 2014.

RECOMMENDATION: Approve the minutes as presented.

ACTION: Motion by Desrochers, seconded by Fellows to approve the minutes of the Regular Meeting of the Oversight Board meeting held June 18, 2014. Motion carried by the following vote:

Ayes: Fellows, Desrochers, Morrison, Perri, Hentschke

Abstain: McCarthy

Absent: Carson

- 2. SUBJECT:** Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency approving the approving the Recognized Obligations Payment Schedule (ROPS) for the period January 1, 2015 – June 30, 2015 (ROPS 14-15B) Including a Request to Use Bond Proceeds Pursuant to AB 2493 (Reso 2014-06)

RECOMMENDATION: Approve the Resolution. **(Resolution 2014-06)**

ACTION: Motioned by Perri, seconded by Hentschke to approve the resolution. Motion carried by the following vote:
Ayes: Fellows, Desrochers, Morrison, McCarthy, Perri, Hentschke
Absent: Carson

REPORTS

3. **SUBJECT:** Update on Redevelopment
Update given by Brad Raulston, Executive Director regarding the next steps. Long Range Property Management Plan is being prepared. Project to present to Board at October 15th meeting for direction.

ADJOURNMENT

The meeting was adjourned to the next Regular Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency to be held on October 15, 2014 at 3:00 p.m., Council Chambers – National City Civic Center, California.

The meeting adjourned at 3:38 p.m.

Clerk

Secretary

The foregoing minutes were approved at the Regular Meeting of September 17, 2014.

Oversight Board Chairman

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AGENDA STATEMENT**

MEETING DATE: October 22, 2014

AGENDA ITEM NO. 2

ITEM TITLE: Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency Approving a Long Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5

PREPARED BY: Jocker Alejandro

DEPARTMENT: Housing, Grants, & Asset Management

PHONE: X4266

APPROVED BY: _____

EXPLANATION:

Please see attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Long Range Property Management Plan

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- 1) Background Report
- 2) Long Range Property Management Plan
- 3) Successor Agency Proposed Resolution

4) Proposed OB Reso 2014-07

BACKGROUND REPORT

Governor Brown passed Assembly Bill 26 (as amended in Assembly Bill 1484) dissolving all California redevelopment agencies and requiring former redevelopment agencies to wind down redevelopment activities.

Per the Dissolution Act, all real properties owned by former redevelopment agencies were transferred to Successor Agencies, who are required to prepare and submit a long range property management plan ("LRPMP"), which addresses the disposition and use of the real properties owned by the former redevelopment agency and now the successor agency, within six (6) months of receiving a "finding of completion" ("FOC") from the State of California Department of Finance ("DOF"). Furthermore, AB1484 provides that once the LRPMP is approved, it will govern the future disposition and use of these properties.

The Successor Agency received its FOC on September 9, 2014 from the DOF.

The San Diego State University's Sage Project was hired to assist in drafting the LRPMP. City staff revised the LRPMP, thus producing this final version.

Once approved, the LRPMP will allow the City of National City to receive and retain certain properties for continued governmental use, for future development, and to proceed with the sale of various properties. The net unrestricted proceeds from any sale shall be distributed as property tax to each affected taxing entity in an amount proportionate to the taxing entity's share of property tax revenues. Any property designated for sale shall be subject to the Oversight Board's future approval of the terms and conditions of any such sale.



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

Long Range Property Management Plan

Long Range Property Management Plan

Introduction

Pursuant to Assembly Bill (“AB”) 1484, which was signed into law on June 27, 2012, all successor agencies to former redevelopment agencies are required to formulate a Long Range Property Management Plan (“LRPMP”). The LRPMP addresses the disposition and use of the former redevelopment agency properties.

This is the LRPMP for the Successor Agency to the Community Development Commission as the National City Redevelopment Agency (Successor Agency).

Successor Agency Properties Summary

The Successor Agency owns in fee simple 34 individual parcels that are included in this LRPMP. Several of these parcels will be combined as a whole site for sale or transfer. The Successor Agency has nine (9) properties to be transferred to the City of National City for government use, 10 properties to be retained for future development, and one (1) property proposed to be sold. The property that is proposed to be sold shall be sold pursuant to a disposition process approved by resolution of the Oversight Board.

Address	Street	APN	Site Name	Disposition Strategy
1231	McKinley Ave	559-022-05	McKinley	Retained for Government Use
1237	McKinley Ave	559-022-07	PW Development Yard	Retained for Government Use
1239	McKinley Ave	559-022-08	PW Development Yard	Retained for Government Use
No Site Address	Cleveland Ave	559-160-23	Marina Gateway Hotel	Retained for Government Use
No Site Address	Cleveland Ave	559-160-25	Marina Gateway Hotel	Retained for Government Use
No Site Address	Cleveland Ave	559-160-27	Marina Gateway Hotel	Retained for Government Use
No Site Address	Cleveland Ave	559-160-29	Marina Gateway Hotel	Retained for Government Use
No Site Address	Bay Marina Dr.	559-117-19	Marina Gateway Hotel	Retained for Government Use
No Site Address	Cleveland Ave	559-117-21	Marina Gateway Hotel	Retained for Government Use
No Site Address	F Ave	560-232-02	Stein Farm	Retained for Government Use
No Site Address	E Ave	560-232-04	Stein Farm	Retained for Government Use
1845	E Ave	560-232-05	Stein Farm	Retained for Government Use

Long Range Property Management Plan

Address	Street	APN	Site Name	Disposition
1808	F Ave	560-232-06	Stein Farm	Retained for Government Use
No Site Address	Sheryl Ln	557-430-37	Sheryl Lane Remnant	Retained for Government Use
921	A Ave	556-472-16	Kimball House	Retained for Government Use
900	W. 23rd St	559-040-43-01	Santa Fe Depot	Retained for Government Use
No Site Address	No Site Address	560-050-13	Kimball Way	Retained for Government Use
No Site Address	No Site Address	560-410-02	Kimball Way Creek	Retained for Government Use
No Site Address	No Site Address	560-410-08	Kimball Way Creek	Retained for Government Use
No Site Address	No Site Address	559-117-04	Olson Property	Retained for Future Development
2300	Cleveland Ave	559-117-05	Olson Property	Retained for Future Development
830	23rd St	559-117-06	Olson Property	Retained for Future Development
835	W. 24th St	559-117-07	Olson Property	Retained for Future Development
801	Bay Marina Dr.	559-117-12	Olson Property	Retained for Future Development
921	National City Blvd	556-471-03	Former Education Center	Retained for Future Development
929	National City Blvd	556-471-04	Steamed Bean	Retained for Future Development
130	E. 8th St	556-472-26	H&M Goodies	Retained for Future Development
500	Plaza Blvd	556-560-39	Lamb's Theatre	Retained for Future Development
720	W. 20th St	559-118-02	ACE Metals	Retained for Future Development
No Site Address	National City Blvd	562-321-08	RCP	Retained for Future Development
1640	E. Plaza Blvd	557-410-20	Day's Inn	Retained for Future Development
38	W. 11th St	555-114-01	Roosevelt Lot	Retained for Future Development
No Site Address	No Site Address	555-114-04	Roosevelt Parking Lot	Retained for Future Development
45	E. 12th St #401	556-554-22-43	Centro Unit	Sale of Property

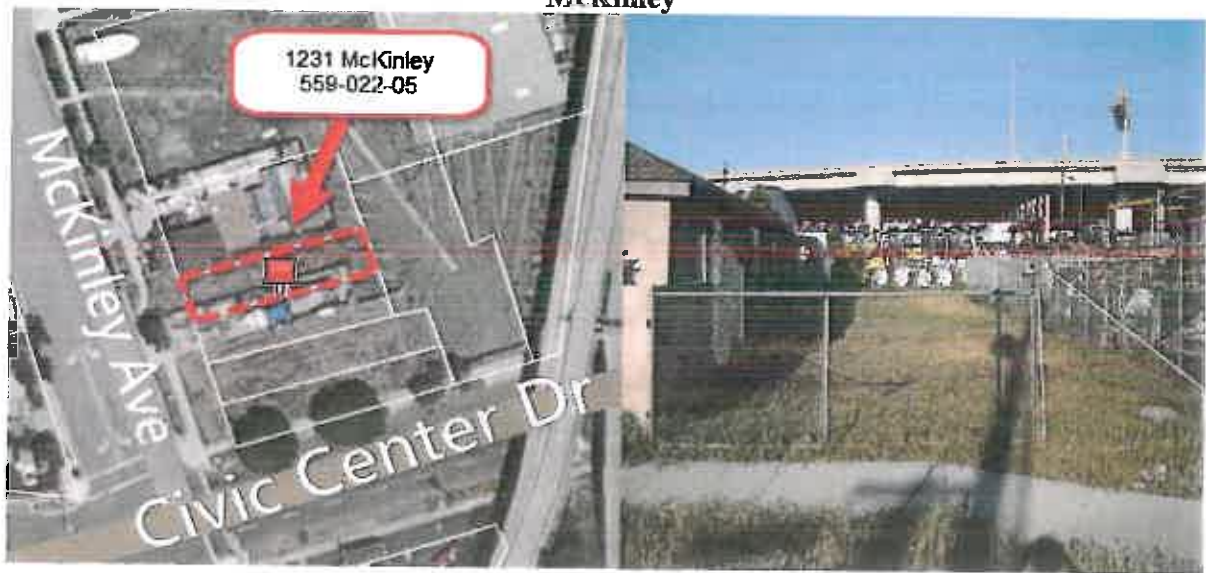
Property Valuation Estimates and Limitations

The Successor Agency properties' estimates of value contained in this report were created through the San Diego State University's (SDSU) Sage Project during the spring of 2014.

After conducting the market analyses and determining the proposed highest and best use, the Sage Project students met with Trevor Hubbard, an appraiser with Jones, Roach & Caringella, Inc. Trevor reviewed the comparable sales and proposed highest and best uses the students provided and provided constructive criticisms, suggestions and directions regarding the process an appraiser would use to determine the value of commercial property. Each group then completed a sales comparison table, worked the comparable properties in an adjustment grid and, finally, wrote a valuation analysis that described the valuation process and issued an estimated value of each parcel.

Each valuation includes a short description of the subject property/site and a short description of each comparable property that corresponds to a detailed data table. Following each data table is an adjustment grid where students, under the direction of their instructor, attempted to make the necessary adjustments to each comparable property value in order to determine an accurate median price per square foot. The explanation and justification of the adjustments made is provided in an adjustment analysis section after the adjustment grid. Finally, based on the analysis of comparable properties, an estimated value is recommended by the students. It is important to remember that students with basic instruction in valuation theory created these valuations. While believed to be credible, the conclusions are student opinions, not professional appraisals.

McKinley



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
1231 McKinley	559-022-05	10/19/99	\$50,060	2,613	IM & CZ

Purpose for which property was acquired

These parcels were acquired for future development within the blighted area.

History/Background

The former Redevelopment Agency acquired this parcel through eminent domain and was planned for future development but never came to fruition. The parcel is currently used by the City's Engineering and Public Works Department to store equipment and supplies.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Despite being one mile from the 8th Street trolley station, the lot size and location of this site provide little indication that the site is suitable for transit oriented development.

Previous Development Proposals and Activity

No development proposals have been made.

Long Range Property Management Plan

Identify the use of disposition strategy for the property

- a. Retained for governmental use**
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

As a property currently used by the City's Engineering and Public Works Department to store equipment and supplies, the property will be transferred to and retained by the City of National City for governmental use.

Estimate of current value of parcel including any appraisal information

Based upon comparable sales within the local San Diego County market, the current value of the properties is \$44,400.

Public Works (PW) Development Yard



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
1237 McKinley Ave	559-022-07	6/3/1998	\$81,710	3,049	IM & CZ
1239 McKinley Ave	559-022-08	6/4/1998	\$60,000	3,049	IM & CZ

Purpose for which property was acquired

Purchased to create an assemblage suitable for redevelopment of a blighted area.

History/Background

The Community Development Commission (“CDC”) purchased these parcels in 1998 and 1999. There was a house on the two contiguous parcels. Shortly after the site was purchased by the CDC the residents left and the house was demolished. The parcel is currently used the City Engineering and Public Works Department to store and access street repair materials such as gravel and asphalt used for street repairs.

History of environmental contamination or remediation efforts

A Phase I ESA was conducted on the parcels in 2010 and identified proximal sources of potential soil and groundwater contamination that represent a recognized environmental condition. The Phase I recommendation was to perform a Phase II subsurface investigation to provide information for construction contingency planning if required for future development activities. No environmental remediation has taken place. However, the site is located in the CDC’s former Brownfield Grant Redevelopment Area.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Long Range Property Management Plan

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Despite being less than one-half mile from the 8th Street trolley station, the lot sizes and zoning of this site provide little indication that the site is suitable for transit oriented development.

Previous Development Proposals and Activity

No development proposals have been made.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

As a property currently used as a City Public Works and Engineering facility, the property will be transferred to and retained by the City of National City for governmental use.

Estimate of current value of parcel including any appraisal information

Direct comparison with sales of similar land suggests a value of \$85,000 as of May 1st, 2014 for both parcels combined. The last professional appraisal to be conducted at the site is unknown.

Marina Gateway Hotel Remnants



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
No Site Address	559-160-23	10/31/2001	N/A	5,924	CZ
No Site Address	559-160-25	10/31/2001	N/A	23,087	CZ
No Site Address	559-160-27	3/13/2001	N/A	23,522	CZ
No Site Address	559-160-29	10/31/2001	N/A	3,974	CZ
No Site Address	559-117-19	5/21/2008	N/A	2,839	CZ
No Site Address	559-117-21	10/31/2001	N/A	1,709	CZ

Purpose for which property was acquired

Assemblage for large scale commercial development.

History/Background

The original assembled parcel was composed of 4.63 acres, which were obtained through eminent domain proceedings. It was then developed into the Marina Gateway Hotel, a facility with approximately 150 rooms, 8,000 square foot of conference facilities, a 4,000 square foot restaurant and 10,000 square feet of office space. After the redevelopment the CDC was left with six remainder parcels surrounding the development. Three of the subject parcels are located to the north of the hotel (A, B & F) and are used as sidewalk and streetscape areas. The other three parcels to the south of the hotel (C, D & E) are used for public purposes and were developed into a bike path and walkway. The parcels to the south also act as a buffer between the hotel development and federal marsh land.

History of environmental contamination or remediation efforts

Adjacent parcels to the site have had numerous environmental studies indicating a moderate amount of environmental contamination that was remediated in the early 1990s. The APN's of the subject site are not mentioned in any of the Phase I, Phase II, or groundwater and

Long Range Property Management Plan

geotechnical reports directly, however the adjacent parcels were contaminated by the previous presence of one underground storage tank (UST) and four above ground storage tanks (AST). The AST and the USTs were removed in the early 1990s and KMS Environmental excavated approximately 200 cubic yards of soil. Remediation efforts were successful and did not hinder the development of the Marina Gateway Hotel. It is believed the subject site no longer contains any environmental contamination.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Despite being less than one-half mile from the 24th Street trolley station, the lot sizes and zoning of this site provide little indication that the site is suitable for transit oriented development.

Previous Development Proposals and Activity

No development proposals have been made.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

As a property currently used as a buffer land, right-of-way, and remnant pieces, the property will be transferred to and retained by the City of National City for governmental use.

Estimate of current value of parcel including any appraisal information

Due to the size and location of these parcels, the subject site is considered to have nominal value. The last professional appraisal to be conducted at the site is unknown.

Stein Farm



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
No Site Address	560-232-02	10/31/01	N/A	20,473	OS
No Site Address	560-232-04	10/31/01	N/A	28,750	OS
1845 E Ave	560-232-05	3/13/01	N/A	7,840	RM-1
1808 F Ave	560-232-06	10/31/01	\$520,000	15,681	OS

Purpose for which property was acquired

Purchased to protect the property as a locally significant open space

History/Background

Charles Stein purchased the property from E. Thelen in 1900 and the Stein Family occupied it until 1992. Although there is debate about the origins of the 1808 F Avenue house, it is known that Charles Stein did make many modifications to the property over time. The barn, built by Mr. Fuson of National City, was thriftily made with varying sizes of lumber, some of which were clearly recycled from earlier buildings. Ownership of the home passed from Stein's daughters, Frieda and Maria, to a niece, Madelyn, and finally their grandnephew Steven. The Community Development Commission acquired the Stein Farm properties in 1992 and it is now being operated as a Living History Museum.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

The last fully executed Operating Agreement for operation of the farm and museum was signed in 1992 and is currently on hold over.

Contractual Requirements for Use of Income/Revenue

Any revenues collected from the unit at 1835 E Avenue will continue to be used to support the operation of Stein Farm and the museum.

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Despite being less than one mile from the 24th Street trolley station the zoning and historic designation of this site provide little indication for any transit oriented development.

Previous Development Proposals and Activity

In 1992, descendants the Steins were approached by a developer interested in building apartments on the site. After a public awareness campaign to "Save the Farm," the property was sold to National City to retain the property as a museum.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

As a property currently used as a free public urban farm, the property will be transferred to and retained by the City of National City for governmental use.

Estimate of current value of parcel including any appraisal information

The property will continue to be used as a public urban farm. Therefore, this property has no commercial value.

Long Range Property Management Plan

Sheryl Lane Remnant



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
No site address	557-430-37	5/19/92	N/A	154	MXD-2

Purpose for which property was acquired

The property was acquired as part of a large residential development in conjunction with a local organization, Habitat for Humanity. This parcel was a remnant piece post-development.

History/Background

This property was a remnant parcel from a housing development by Habitat for Humanity within the surrounding cul-de-sac.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

The lot size and location of this site provide little indication that the site is suitable for transit oriented development.

Previous Development Proposals and Activity

No development proposals have been made.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development

Long Range Property Management Plan

- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

As a property currently used as part of the right-of-way and sidewalk, the property will be transferred to and retained by the City of National City for governmental use.

Estimate of current value of parcel including any appraisal information

This property is a remnant piece that is part of a sidewalk and right-of-way, which is not independently developable. Therefore this property has no commercial value.

Kimball House



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
921 A Avenue	556-472-16	2/15/77	\$252,264	8,712	RM-1 & CZ

Purpose for which property was acquired

Purchased to protect the property as a locally designated historic building.

History/Background

Frank Kimball, a founder of National City, built the home in 1868. The house boasted of being the first modern house in San Diego with amenities such as a bath tub with running water. Originally located at 21 W. Plaza Boulevard, the building was moved to its current location on A Street near Brick Row in Heritage Square in 1980 to protect it from being demolished. The cost of moving the building and the cost for the land on A Street are unknown.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

The City of National City has a 15 year lease with the Historical Society. The lease expires August 19, 2023 and provides the first floor of the Kimball House to the Historical Society for use as a museum.

Contractual Requirements for Use of Income/Revenue

Any funds received from the operation of the museum are used to pay for utilities and maintenance of the house.

Description of the property’s potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Located a mere half-mile away from the 8th Street trolley station and within a 1 block radius of 4 bus stops supporting 5 different routes, the site is a prime location to support transit oriented development. The trolley offers transit access to popular San Diego attractions including Old Town, Mission Valley, Fashion Valley, Petco Park, and Qualcomm stadium. The close proximity to the trolley line makes it a convenient location for to access other parts of San Diego. Furthermore, the site is situated in the central business district and is within walking distance from retail, recreational and civic services. Any development at this site should enhance the creation of a walkable and transit oriented neighborhood.

Previous Development Proposals and Activity

No development proposals have been made.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

As a property currently used as a historic site, the property will be transferred to and retained by the City of National City for governmental use.

Estimate of current value of parcel including any appraisal information

The property will continue to be used as a public historic site. Therefore, this property will have no commercial value.

Santa Fe Depot



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
900 W. 23rd Street	559-040-43-01	5/26/2005	\$678,000	49,223	MCR-1 & CZ

Purpose for which property was acquired

Purchased to restore registered historic structure as a museum.

History/Background

The Santa Fe Rail Depot was built in 1882 and was the first rail station in the San Diego region to be integrated into the transcontinental rail system. The depot was designed with an Italianate style of architecture and lies within its original location. The Santa Fe Rail Depot is the oldest railroad-related structure in San Diego County and is a nationally registered historic site.

In 1998 the Community Development Commission acquired the depot so it could remain a historic site under public ownership. The CDC made numerous improvements to restore the depot to the original design. The rail depot is currently being maintained and operated by the San Diego Electric Railway Association, which is a non-profit corporation dedicated to preserving the historic streetcar systems in the County. The depot acts as both a museum, highlighting the historic role of the railroad system in developing San Diego, as well as a community gathering center.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

Two office rental units on the second story generate \$280 monthly. The lease with MRW Inc. is a separate lease from the lease agreement between the CDC and the SDERA that was entered into on September 2, 2008. In 2011 that lease was renewed and allowed up to 4 additional 3-year terms.

Contractual Requirements for Use of Income/Revenue

Rental income is used to pay utilities and insurance for the museum.

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Despite being located one-half mile from the nearest trolley stop, the current use and designation of the property indicates the site is not suitable for transit oriented development.

Previous Development Proposals and Activity

Various uses have been proposed for the Rail Depot including a restaurant, office space, industrial space, and a storage space. As a vacant property there was a proposal for the development of an owner occupied or build to suit industrial office with the possibility of a second building with a café/restaurant serving breakfast and lunch to the surrounding industrial area. As an improved property there was consideration of community uses such as a museum or community meeting rooms and adult education.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

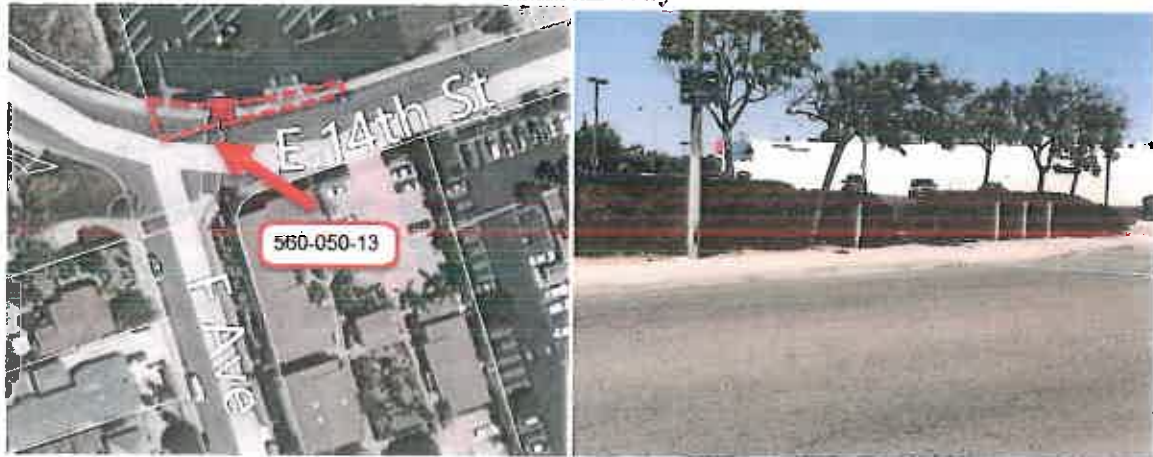
Outline your disposition strategy for this property

As a property currently used as a historic train depot and free public train museum, the property will be transferred to and retained by the City of National City for governmental use.

Estimate of current value of parcel including any appraisal information

The property will continue to be used as a historic site and a free public train museum. Therefore, this property will have no commercial value.

Kimball Way



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
No Site Address	560-050-13	2/2/81	N/A	2,400	MXD-2

Purpose for which property was acquired

Purchased to create an assemblage suitable for redevelopment of a blighted area.

History/Background

This parcel was the result of developments that occurred on and adjacent to the street Kimball Way. This property is a remnant parcel of retail development that occurred on Highland Avenue and E. No vertical improvements have been made nor proposed. This parcel is currently part being used as right-of-way and public ingress and egress.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property’s potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Despite being one mile from the 8th Street trolley station, the lot size and location of this site provide little indication that the site is suitable for transit oriented development.

Previous Development Proposals and Activity

No development proposals have been made.

Identify the use of disposition strategy for the property

Long Range Property Management Plan

- a. **Retained for governmental use**
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

As a property currently used as a part of the public right-of-way, the property will be transferred to and retained by the City of National City for governmental use.

Estimate of current value of parcel including any appraisal information

This property is being used a right of way and sidewalk for public ingress and egress. It is designated to remain in public use. Therefore, there is no commercial value for this property.

Kimball Creek



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
No Site Address	560-410-02	2/2/81	N/A	17,949	MXD-2
No Site Address	560-410-08	1978	N/A	1,746	RM-2

Purpose for which property was acquired

Purchased to create an assemblage suitable for redevelopment of a blighted area.

History/Background

The Kimball Creek parcel is a result of developments that occurred on and adjacent to the street Kimball Way. This property is a remnant parcel of retail development that occurred on Highland Avenue and E. No vertical improvements have been made nor proposed. This parcel is currently part of a creek.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property’s potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Despite being one mile from the 8th Street trolley station, the lot size and location of this site provide little indication that the site is suitable for transit oriented development.

Previous Development Proposals and Activity

No development proposals have been made.

Identify the use of disposition strategy for the property

Long Range Property Management Plan

- a. Retained for governmental use
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

As a property currently used as a part of the public right-of-way and creek, the property will be transferred to and retained by the City of National City for governmental use.

Estimate of current value of parcel including any appraisal information

This property is being used as part of a creek. Therefore, there is no commercial value for this property.

Olson



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
No Site Address	559-117-04	1/27/99	\$260,000	3,049	IH & CZ
2300 Cleveland Ave.	559-117-05	1/27/99	\$260,000	14,374	IH & CZ
830 W. 23 rd St.	559-117-06	1/27/99	\$430,000	8,394	MCR-1 & CZ
835 W. 24 th St.	559-117-07	1/27/99	\$165,000	20,037	MCR-1 & CZ
801 Bay Marina Dr.	559-117-12	8/3/1994	\$260,000	28,750	IH & CZ

Purpose for which property was acquired

Assemblage for large scale commercial and light industrial redevelopment.

History/Background

National City approved a General Plan in 1996 that included allowances for the Port District to develop a marina and expand recreational uses adjacent to Peppor Park. The Community Development Commission acquired the subject site, and others in the immediate area, to encourage tourist-oriented commercial development on the south side of Bay Marina Drive and light industrial uses to the north. In September of 2009 the National City adopted a vacation of the alley-way south of West 23rd Street and north of Bay Marina Drive to encourage development and implementation of the Harbor District Specific Plan.

Parcels 559-117-04, 05, & 12 were acquired by the Community Development Commission from Tideland properties on January 27th, 1999 for \$780,000. The three parcels are situated on 23rd Street, Bay Marina Drive and Cleveland Avenue. At the time of purchase the property was improved with one double-Quonset style industrial building, one metal Butler style industrial building and a two-story concrete office building. The 16,430 SF of improved area was demolished in 1999 to prepare the site for future redevelopment.

Parcel 559-117-06 was acquired by the Community Development Commission from Robert D. Young on January 27th, 1999 for \$430,000. This parcel is situated at the southeast corner of

Long Range Property Management Plan

Harrison and 23rd street. At the time of purchase the property was improved with an 8,506 SF industrial building until being demolished in 1999.

Parcel 559-117-07 was acquired by the Community Development Commission from the Bankruptcy estate of Remo Tontini on August 2, 1994. The acquisition price is unknown. The site is situated on the northwest corner of Harrison Avenue and Bay Marina Drive. At the time of purchase there were four connected main buildings with additional out- door storage spaces, which were demolished in 1999.

History of environmental contamination or remediation efforts

According to the Environmental Business Solutions, Inc. report in September 2001. The subject site had three wells that were installed at the property. The wells were sampled and analyzed for volatile organic compounds (VOC's), semi-volatile organic compounds (SVOC's), methyl tertiary ether (MTBE), poly-nuclear aromatic hydrocarbons (PAHs), and metals listed in Title 22 of the California Code of Regulation (CCR). The sampling was documented in a February 8, 1999, groundwater monitoring report by Ninyo & Moore.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

The 24th Street trolley station is approximately .4 miles from the subject property. It provides 156 free parking spaces with a north-south trolley line that runs seven days a week. The trolley offers transit access to popular San Diego attractions including Old Town, Mission Valley, Fashion Valley, Petco Park, and Qualcomm stadium. The close proximity to the trolley line makes it a convenient location to access other parts of San Diego, indicating the site has potential for transit oriented development. Additionally, transit oriented development would support the agency's planning objective of developing commercial and recreational uses by focusing on increased tourism.

Previous Development Proposals and Activity

The Community Development Commission was in negotiations with Marina Gateway Development Company to develop a commercial project on the subject site. The goal and strategy of development was to provide retail and tourism uses that would complement and support the existing industrial development and other new commercial developments in the vicinity. The subject property was being actively marketed until the dis- banding of the redevelopment agency.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development**
- c. Retained to fulfill an enforceable obligation

Long Range Property Management Plan

d. Sell the property

Outline your disposition strategy for this property

The property will be transferred to and retained by the City of National City for future development. Furthermore, the City will enter into an agreement(s) with the affected taxing entities prior to disposition of the property by the City. The agreement(s) will specify that any unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Estimate of current value of parcel including any appraisal information

Direct comparison with sales of similar land suggests a value of \$2,250,000 as of May 1st, 2014.

The last known professional appraisals have been completed as follows:

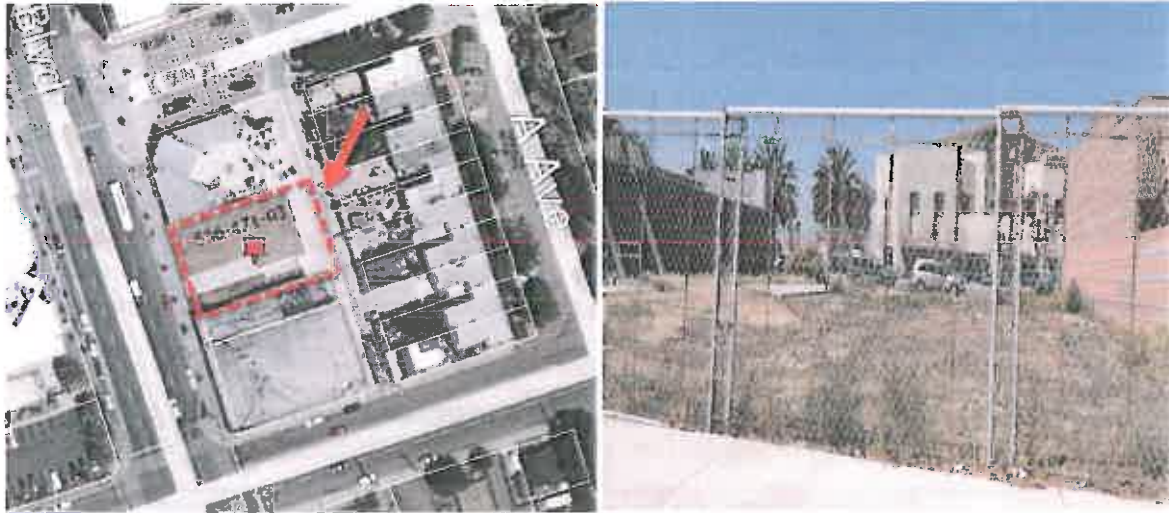
APN 559-117-05 (B): Land Value of \$250,000 as of October 9, 2003. Appraised by Keagy Real Estate.

APN 559-117-06 (D): Real Property Value of \$408,000 as of January 15, 1998. Appraised by Hendrickson Appraisal Company.

APN 559-117-04, 12 (A & C): Real Property Value of \$735,000 as of February 15, 1998. Appraised by Hendrickson Appraisal Company.

APN 559-117-07 (E): Real Property Value of \$465,000 as of November 22, 1989. Appraised by G.R. Bill Company

Former Education Center



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

Purpose for which property was acquired

Purchased to redevelop blighted area in the central business district with new commercial and/or residential uses.

History/Background

Parcel 556-471-03: Acquired by the Community Development Commission from the Wenig Herbert Trust on July 26, 2000. The property, located on National City Blvd. between 9th St. and Plaza Blvd. was previously an education center that helped engage the community with opportunities in higher education. After 13 years as a vacant property, the Wenig family sold the property to the CDC. In 2001 the education center was demolished by Whillock Contract and the property has remained undeveloped since.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property’s potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Located a mere half-mile away from the 8th Street trolley station and within a 1 block radius of 3 bus stops supporting 5 different routes, the site is a prime location to support transit oriented development. The trolley offers transit access to popular San Diego attractions including Old

Long Range Property Management Plan

Town, Mission Valley, Fashion Valley, Petco Park, and Qualcomm stadium. The close proximity to the trolley line makes it a convenient location for to access other parts of San Diego. Furthermore, the site is situated in the central business district and is within walking distance from retail, recreational and civic services. Any development at this site should enhance the creation of a walkable and transit oriented neighborhood.

Previous Development Proposals and Activity

No development proposals have been made that met zoning and municipal code requirements.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development**
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

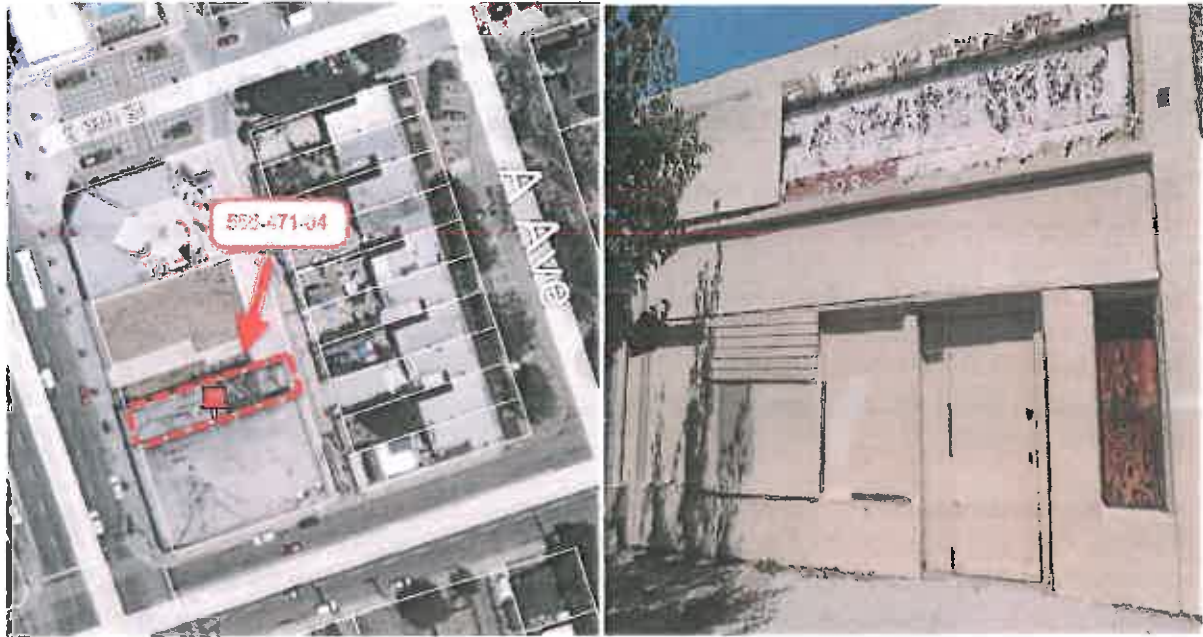
Outline your disposition strategy for this property

The property will be transferred to and retained by the City of National City for future development. Furthermore, the City will enter into an agreement(s) with the affected taxing entities prior to disposition of the property by the City. The agreement(s) will specify that any unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Estimate of current value of parcel including any appraisal information

Direct comparison with sales of similar land suggests a value of \$235,000 as of May 1st, 2014.

Steamed Bean



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
929 National City Blvd	556-471-04	1/7/03	\$225,000	3,049	MXC-2 & CZ

Purpose for which property was acquired

The parcel was purchased to redevelop a blighted area in the central business district with new commercial and/or residential type of uses.

History/Background

On July 29, 2003, the Community Development Commission acquired this parcel from Patricia Sanders. This parcel is contiguous with the former education center property and the CDC was approached by a representative of the subject property while pursuing the purchase of the education center. Negotiations for the property purchase took place but no agreements were finalized. In mid-2002, negotiations were renewed and a purchase price of \$225,000 was negotiated without the use of an appraiser.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property's potential for transit-oriented development and the

Long Range Property Management Plan

advancement of the planning objectives of the Successor Agency

Despite being half a mile from the 8th Street trolley station, the lot size and location of this site provide little indication that the site is suitable for transit oriented development.

Previous Development Proposals and Activity

No development proposals have been made.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development**
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

The property will be transferred to and retained by the City of National City for future development. Furthermore, the City will enter into an agreement(s) with the affected taxing entities prior to disposition of the property by the City. The agreement(s) will specify that any unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Estimate of current value of parcel including any appraisal information

Based upon a February 26, 2003 appraisal by Michael D. Keagy Real Estate, the estimated market value of the property is \$173,233

H&M Goodies



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
130 E. 8th Street	556-472-26	1/7/03	\$1,085,000	28,750	MXC-2 & CZ

Purpose for which property was acquired

Purchased to redevelop blighted area in the central business district with new commercial and/or residential uses.

History/Background

A purchase price of \$1,085,000 was agreed upon contingent on the CDC obtaining free and clear title and environmental clearances. The price was inclusive of all costs including relocation, loss of goodwill, and the value of all fixtures and equipment.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site. However, the site was subjected to a Fire Code inspection in 2011 and was cited with multiple code violations, including the possibility of lead paint.

Estimate of Lease/Rental/Other

The CDC entered into a 6 month lease with the Schoenfeld Family Trust on May 1, 2003 to continue the operation of a retail location. The lease is now operated on a month-to-month basis and generates an income of \$2,500.

Contractual Requirements for Use of Income/Revenue

\$2,500 per month is received for the operating lease and is placed into an SA account.

Description of the property’s potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Located less than a half-mile away from the 8th Street trolley station and within a 4 block radius of 4 bus stops supporting 5 different routes, the site is a prime location to support transit oriented

Long Range Property Management Plan

development. The trolley offers transit access to popular San Diego attractions including Old Town, Mission Valley, Fashion Valley, Petco Park, and Qualcomm stadium. The close proximity to the trolley line makes it a convenient location for to access other parts of San Diego. Furthermore, the site is situated in the central business district and is within walking distance from retail, recreational and civic services. Any development at this site should enhance the creation of a walkable and transit oriented neighborhood.

Previous Development Proposals and Activity

The Social Security Administration had expressed interest in the site for the construction of new office space in 2010 but no agreements were made.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development**
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

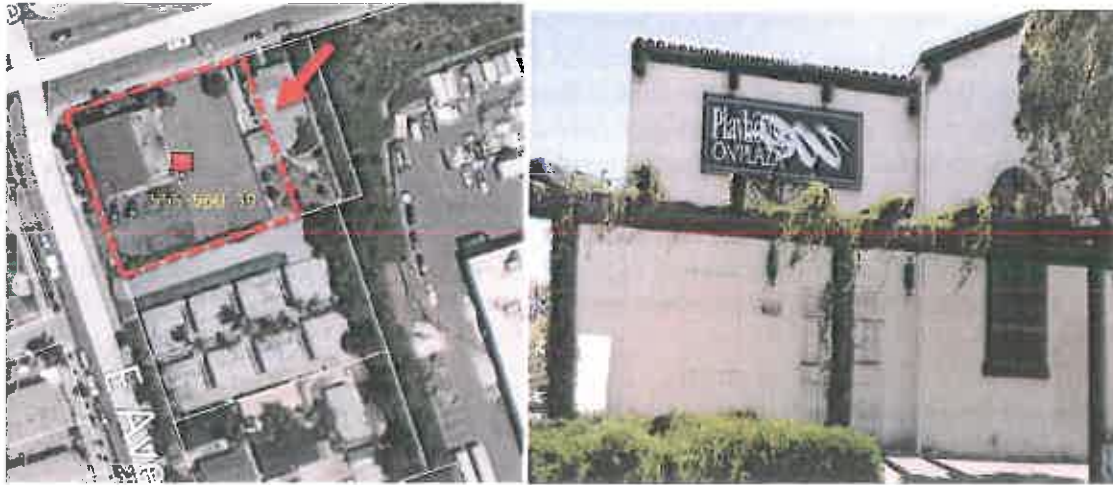
Outline your disposition strategy for this property

The property will be transferred to and retained by the City of National City for future development. Furthermore, the City will enter into an agreement(s) with the affected taxing entities prior to disposition of the property by the City. The agreement(s) will specify that any unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Estimate of current value of parcel including any appraisal information

Direct comparison with sales of similar land suggests a value of \$575,000 as of May 1st, 2014. However, students with basic instruction in valuation theory created these value estimates. While believed to be credible, the conclusions are student opinions, not professional appraisals. The last professional appraisal was conducted in 2010 and the site was valued at \$605,000.

Lamb's Theatre



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
500 Plaza Boulevard	556-560-39	5/3/05	\$903,000	16,990	MXD-2

Purpose for which property was acquired

Purchased to redevelop blighted area in the central business district with new or rehabilitated performing arts center.

History/Background

The property was originally build and used as a Christian Science Church building. A small non-profit theater production company, Lamb's Players Incorporated, purchased, renovated and used the facility as a venue for 119 productions from 1978-1994. The old arena-style theater accommodated a maximum occupancy of 172 people and its back- stage rooms doubled as Lamb's Players administrative offices. On May 26 2005, National City purchased the Playhouse from Lamb's Players Incorporated. A due diligence report in February of 2006 estimated it would cost the CDC an additional \$640,000 to bring the building up to code. Due to the high cost of rehabilitation, the property has remained vacant since 2005.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site. However, the building was subjected to a code inspection in 2006 and was cited with multiple code violations, including the possibility of lead paint and asbestos.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Long Range Property Management Plan

Located less than one mile away from the 8th Street trolley station and within a 4 block radius of 4 bus stops supporting 6 different routes, the site is a good location to support transit oriented development. The trolley offers transit access to popular San Diego attractions including Old Town, Mission Valley, Fashion Valley, Petco Park, and Qualcomm stadium. The close proximity to the trolley line makes it a convenient location for to access other parts of San Diego. Furthermore, the site is situated near the central business district and is within walking distance from retail, recreational and civic services. Any development at this site should enhance the creation of a walkable and transit oriented neighborhood.

Previous Development Proposals and Activity

Proposals to renovate by non-profits to keep the building operational have been made, yet improvements were deemed too costly. Renovation estimates ranged from \$1,000,000 to \$3,000,000.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development**
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

The property will be transferred to and retained by the City of National City for future development. Furthermore, the City will enter into an agreement(s) with the affected taxing entities prior to disposition of the property by the City. The agreement(s) will specify that any unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Estimate of current value of parcel including any appraisal information

Based upon a direct comparable sales of vacant land within the County of San Diego and the cost to remediate and clear the site would have no commercial value.

The last professional appraisal was conducted in 2006 and the site was valued at approximately \$900,000.

ACE Metals



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
720 W. 20th Street	559-118-02	3/6/01	\$1,104,000	55,321	IH & CZ

Purpose for which property was acquired

Purchased to redevelop blighted area with new commercial and industrial uses.

History/Background

National City approved a General Plan in 1996 that included allowances for the Port District to develop a marina and expand recreational uses adjacent to Pepper Park. The Community Development Commission acquired the subject site and others in the immediate area to encourage tourist-oriented commercial development on the south side of Bay Marina Drive and light industrial uses to the north. In September of 2009 the National City adopted a vacation of the alley-way south of West 23rd Street and north of Bay Marina Drive to encourage development and implementation of the Harbor District Specific Plan.

In October 1998 the CDC filed a complaint of eminent domain on the subject property. A judgment in favor of the CDC was made and after a payment in January 2001 the property was granted to the CDC. Shortly after the change in ownership, the buildings previously used by Ace Metals were demolished and the property was used for parking by automotive dealerships. Currently the subject site is vacant and awaiting redevelopment.

History of environmental contamination or remediation efforts

The subject site has undergone six environmental studies according to a report published in 2001. These studies include: two Phase I ESAs and four Phase II ESAs. There were approximately 66 soil borings drilled and sampled including 10 soil vapor sample points. The areas/features of concern were a former above ground storage tank, a former underground storage tank, a former hydraulic baler, and elevated hydrocarbon concentration in surface soils. A Revised Property Mitigation Plan (RPMP), dated April 7, 2006, was prepared for the CDC. The RPMP described the excavation and disposal of soil at the property.

Long Range Property Management Plan

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

The 24th Street trolley station is approximately .5 miles from the subject property. The 24th street trolley station offers 156 free parking spaces with a north-south trolley line that runs seven days a week. The trolley offers transit access to popular San Diego attractions including Old Town, Mission Valley, Fashion Valley, Petco Park, and Qualcomm stadium. The close proximity to the trolley line makes it a convenient location for to access other parts of San indicating the site has potential for transit oriented development. Additionally, transit oriented development would support the agency's planning objective of developing commercial and recreational uses by focusing on increased tourism.

Previous Development Proposals and Activity

The Community Development Commission was in negotiations with Marina Gateway Development Company to develop a commercial project on the subject site. The goal and strategy of development was to provide retail and tourism uses that would complement and support the existing industrial development and other new commercial developments in the vicinity. The subject property was being actively marketed until the dis- banding of the redevelopment agency.

Identify the use of disposition strategy for the property

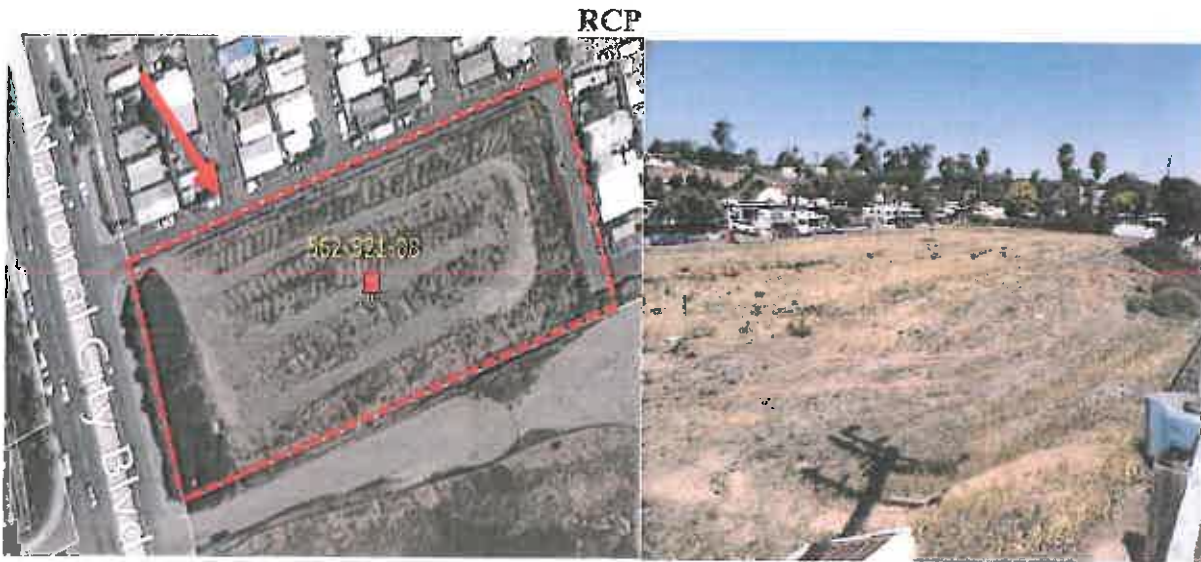
- a. Retained for governmental use
- b. Retained for future development**
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

The property will be transferred to and retained by the City of National City for future development. Furthermore, the City will enter into an agreement(s) with the affected taxing entities prior to disposition of the property by the City. The agreement(s) will specify that any unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Estimate of current value of parcel including any appraisal information

Direct comparison with sales of similar land suggests a value of \$2,200,000 as of May 1st, 2014.



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
No site address	562-321-08	1991	\$738,000	58,370	CA-PD-CZ

Purpose for which property was acquired

Purchased to develop commercial automotive business.

History/Background

The Community Development Commission purchased the land from Allan and La Verne Olson in 1991. The land remains vacant with no prior history of development or improvement.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

Contractual requirements for use of income/revenue unknown at this time.

Description of the property’s potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

The 24th Street trolley station is a mile from the subject property. The 24th street trolley station offers 156 free parking spaces with a north-south trolley line that runs seven days a week. The trolley offers transit access to popular San Diego attractions including Old Town, Mission Valley, Fashion Valley, Petco Park, and Qualcomm stadium. The close proximity to the trolley line makes it a convenient location for to access other parts of San indicating the site has potential for transit oriented development. Further, this property is right of highway 54 access, which would create convenient access. Additionally, transit oriented development would support the agency’s planning objective of developing commercial and recreational uses by focusing on

increased tourism.

Previous Development Proposals and Activity

Utilization of the property for commercial auto purposes has been discussed and is the current use under the lease. Derco had intended for the site to serve as access to a much larger parcel to the east. The recession interrupted plans for a retail center there.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development**
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

The property will be transferred to and retained by the City of National City for future development. Furthermore, the City will enter into an agreement(s) with the affected taxing entities prior to disposition of the property by the City. The agreement(s) will specify that any unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Estimate of current value of parcel including any appraisal information

Direct comparison with sales of similar land suggests a value of \$1,050,000 as of May 1st, 2014. The last professional appraisal was conducted in October of 2006 and recommended a value of \$760,000.

Day's Inn



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
1640 E. Plaza Blvd	557-410-20	2004	\$3,775,000	46,609	MXD-2

Purpose for which property was acquired

Purchased to redevelop blighted area into a residential housing project.

History/Background

This property was a functioning hotel until it closed in the early 2000s, leaving a blighted and abandoned building. Under a put-option agreement with the CDC, National City Hotels acquired the property in 2004 from Rex Investments for \$3,775,000 with the intent to develop mixed-use residential units with the assistance of government entitlements. When National City Hotels was unable to obtain the government entitlements and the adjacent vacant property, they exercised the put-option agreement with the CDC. The prices of these sales were based on valuations that included the value of an operable hotel. Numerous development proposals and agreements were entered into but none materialized in redevelopment.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

Despite zoning that permits mixed-use and high density residential, the site does not suit transit oriented development because it is located outside of the central business district and is 1.5 miles from the nearest trolley station. While there is a transit stop 174ft. from the site,

Long Range Property Management Plan

it is only serviced by one transit line. Its distance from the trolley line and its location outside of the CBD indicate there is little opportunity for transit oriented development.

Previous Development Proposals and Activity

A Purchase and Sale Agreement between Palm Plaza Associates and the CDC was entered into in November of 2009 for a sale amount of \$1,823,000 for the purpose on developing 72 for-sale residential units. The City Council of National City approved a Planned Development Permit for a 72-unit condominium development on December 15, 2009 and the CDC authorized the Chairman to execute the Purchase and Sale Agreement on 15 January 2010. The sale was contested by the owner of a Thrifty Gas Station contiguous to the Palm Plaza Associates property. Palm Plaza Associates sold their front- age on Plaza Blvd. to the owners of the Thrifty in order to secure the deal with the CDC. However, the recession had greatly affected the appraised value of the property, which led to an amendment of the PSA in June of 2011 reflecting a new value of \$690,000. Prior to the completion of the sale and beginning of construction redevelopment agencies were dissolved, which stopped the redevelopment of the site.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

Outline your disposition strategy for this property

The property will be transferred to and retained by the City of National City for future development. Furthermore, the City will enter into an agreement(s) with the affected taxing entities prior to disposition of the property by the City. The agreement(s) will specify that any unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Estimate of current value of parcel including any appraisal information

Direct comparison with sales of similar land suggests a value of \$790,000 as of May 1st, 2014. The last professional appraisal was conducted in 2011 and the site was valued at \$690,000.

Roosevelt Lot



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
38 W. 11th St	555-114-01	12/18/12	\$506,663	4,791	MXC-2 & CZ

Purpose for which property was acquired

Purchased to redevelop blighted areas near the central business district with new commercial and/or residential uses.

History/Background

On September 29th, 2006 the Kellogg family sold the property to PCAM LLC. The price was not disclosed. PCAM then sold property to CDC for \$506,663.

This property was acquired as part of a settlement agreement between the City of National City and ARE. On the parcel is a housing structure that has been condemned by the City's Building Official for being inhabitable. The estimated cost to demolish the condemned structure is under \$10,000.

History of environmental contamination or remediation efforts

A Phase II Environmental Site Assessment conducted in 2006 identified the site as having 300-600 cubic yards contaminated by pesticides and petroleum hydrocarbons. It is unknown whether any remediation was completed on the subject site.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Long Range Property Management Plan

Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

The location and size of the site indicate there is very little opportunity for transit related development.

Previous Development Proposals and Activity

No specific previous development proposals or activity exist for this site.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development**
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

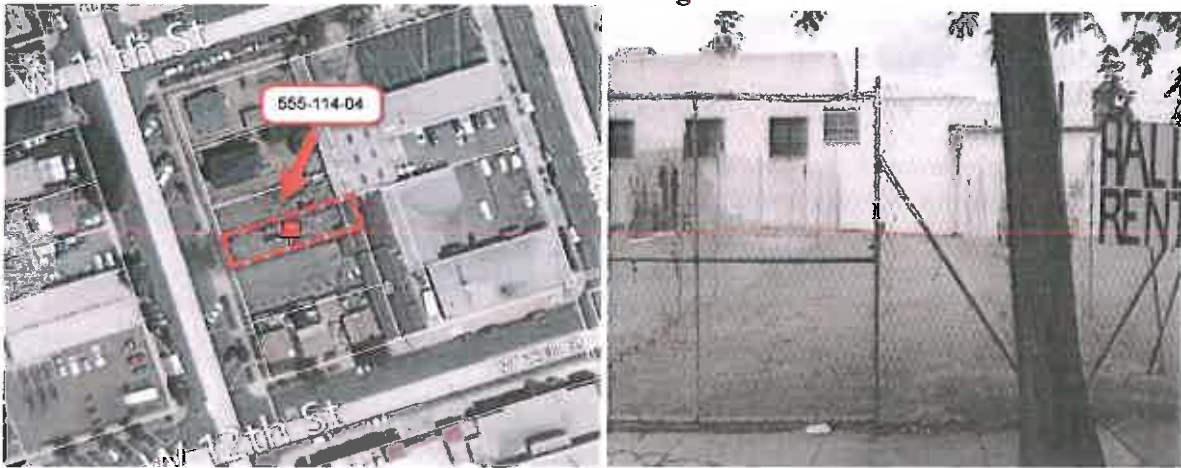
Outline your disposition strategy for this property

The property will be transferred to and retained by the City of National City for future development. Furthermore, the City will enter into an agreement(s) with the affected taxing entities prior to disposition of the property by the City. The agreement(s) will specify that any unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Estimate of current value of parcel including any appraisal information

Direct comparison with sales of similar land suggests a value of \$55,000 as of May 1st, 2014. The last professional appraisal was conducted in October of 2006 and recommended a value of \$760,000.

Roosevelt Parking Lot



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
No Site Address	555-114-04	12/18/12	\$506,663	2,613	MXC-2 & CZ

Purpose for which property was acquired

Purchased to redevelop blighted areas near the central business district with new commercial and/or residential uses.

History/Background

The CDC acquired the property from PCAM LLC on December 21, 2012 for \$149,332. This property was acquired as part of a settlement agreement between the City of National City and ARE.

History of environmental contamination or remediation efforts

A Phase II conducted in 2006 identified the site as having no environmental contamination.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property’s potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

The location and size of the site indicate there is very little opportunity for transit related development.

Previous Development Proposals and Activity

No previous development proposals or activity exist for this site.

Identify the use of disposition strategy for the property

Long Range Property Management Plan

- a. Retained for governmental use
- b. Retained for future development**
- c. Retained to fulfill an enforceable obligation
- d. Sell the property

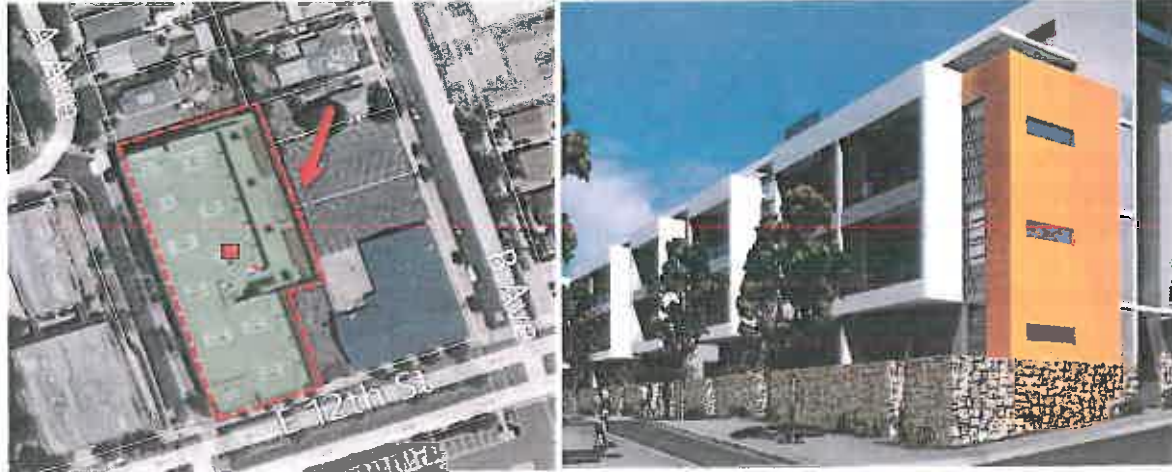
Outline your disposition strategy for this property

The property will be transferred to and retained by the City of National City for future development. Furthermore, the City will enter into an agreement(s) with the affected taxing entities prior to disposition of the property by the City. The agreement(s) will specify that any unrestricted proceeds from sales of the parcels will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Estimate of current value of parcel including any appraisal information

Direct comparison with sales of similar land suggests a value of \$86,238 as of May 1st, 2014.

Centro, Unit #401



Address	APN #	Acquisition Date	Value at Time of Purchase	Lot Size (SF)	Zoning
45 E. 12th St, #401	556-554-22-43	12/16/10	\$195,000	901	5B

Purpose for which property was acquired

Under the terms of a Disposition and Development Agreement, the developers, Constellation Property Group, was to provide the CDC a condominium unit and two parking spaces. In return, the CDC loaned about \$2.5 million to Constellation in order to finance the Centro development.

History/Background

Under a Disposition and Development Agreement between the CDC and Constellation Property Group, the CDC transferred the property to an affiliate of Constellation. Further, the DDA dictated that in return for the property, the CDC shall receive one condominium unit, a trolley transit center, and street improvements.

History of environmental contamination or remediation efforts

There is no known environmental contamination at the site.

Estimate of Lease/Rental/Other

N/A

Contractual Requirements for Use of Income/Revenue

N/A

Description of the property’s potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency

This site is at an adequate location for transit-oriented development. It is located less than a half-mile away from the 8th Street trolley station and within a 4 block radius of 4 bus stops. In addition, the site is situated near the downtown business area, which is close to local restaurants, hotels, and major freeway access. This development enhances the walkability and transit oriented neighborhood for the City.

Previous Development Proposals and Activity

No development proposals have been made.

Identify the use of disposition strategy for the property

- a. Retained for governmental use
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell the property**

Outline your disposition strategy for this property

The Successor Agency intends to sell the property pursuant to a solicitation process approved by the Oversight Board. The property will be sold for fair market value. All sales shall be approved or rejected by the Oversight Board. The net proceeds from the sale will be distributed as property tax to each taxing entity in an amount proportionate to its share of property tax revenues.

Estimate of current value of parcel including any appraisal information

Based upon an appraisal by the Arens Group, Inc. dated September 6, 2011, the estimated value for this property is \$195,000.

RESOLUTION NO. 2014 –

RESOLUTION OF THE SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION AS
THE NATIONAL CITY REDEVELOPMENT AGENCY APPROVING
A LONG RANGE PROPERTY MANAGEMENT PLAN PURSUANT
TO HEALTH AND SAFETY CODE SECTION 34191.5

WHEREAS, Assembly Bill 26 (“AB26”) as amended in AB 1484, together, being referenced below as the “Dissolution Act” dissolved redevelopment agencies and required successor agencies to wind down redevelopment agencies’ affairs; and

WHEREAS, pursuant to the Dissolution Act, all real property owned by the dissolved Community Development Commission of the City of National City (“CDC”) has been transferred to the control of the Successor Agency to the Community Development Commission of the National City Redevelopment Agency (“Successor Agency”); and

WHEREAS, Health and Safety Code Section 34191.5(b) requires a successor agency to prepare a long-range property management plan (“LRPMP”) that addresses the disposition and use of the real properties of the former redevelopment agency within six months of receiving a “finding of completion”; and

WHEREAS, Health and Safety Code Section 34191.5(b) also requires the Successor Agency to submit the LRPMP to the Oversight Board and the California Department of Finance (“DOF”) for approval; and

WHEREAS, the Successor Agency received its “finding of completion” from the DOF on September 9, 2014; and

WHEREAS, the Successor Agency has prepared a LRPMP that contains all the information required under Health and Safety Code Section 34191.5.

NOW, THEREFORE, BE IT RESOLVED, by the Successor Agency to the Community Development Commission as the National City Redevelopment Agency as follows:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference.

Section 2. The Long Range Property Management Plan attached to this Resolution as Exhibit “A” is hereby approved.

Section 3. Staff is authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the Long Range Property Management Plan, including submitting the LRPMP to the Oversight Board and the State of California Department of Finance for approval.

[Signature Page to Follow]

PASSED and ADOPTED this 21st day of October, 2014.

Ron Morrison, Chairman

ATTEST:

Michael R. Dalla, City Clerk as
Secretary to the Successor Agency

APPROVED AS TO FORM:

Claudia Gacitua Silva
Successor Agency Counsel

RESOLUTION NO. 2014 – 07

A RESOLUTION OF THE OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION AS THE NATIONAL CITY REDEVELOPMENT
AGENCY APPROVING A LONG RANGE PROPERTY
MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY
CODE SECTION 34191.5

WHEREAS, Assembly Bill 26 ("AB26") as amended in AB 1484, together, being referenced below as the "Dissolution Act" dissolved redevelopment agencies and required successor agencies to wind down redevelopment agencies' affairs; and

WHEREAS, pursuant to the Dissolution Act, all real property owned by the dissolved Community Development Commission of the City of National City ("RDA") has been transferred to the control of the Successor Agency to the Community Development Commission of the City of National City ("Successor Agency"); and

WHEREAS, Health and Safety Code Section 34191.5(b) requires each successor agency to prepare a long-range property management plan ("LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency within six months of receiving a "finding of completion"; and

WHEREAS, Health and Safety Code Section 34191.5(b) also requires the Successor Agency to submit the LRPMP to its Oversight Board, the seven (7) member board appointed pursuant to Health and Safety Code Section 34179 ("Oversight Board"), and to the State of California's Department of Finance ("DOF") for approval; and

WHEREAS, the Successor Agency received its "finding of completion" from the DOF on September 9, 2014; and

WHEREAS, the Successor Agency has prepared a LRPMP that contains all the information required under Health and Safety Code Section 34191.5; and

WHEREAS, at its regular meeting on October 22, 2013, the Oversight Board met, and considered the LRPMP as it was approved by the Successor Agency and recommended for approval by staff, along with all evidence presented, both in favor and against the plan, if any; and

WHEREAS, approval of the LRPMP is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because the proposed action consists of administrative activity that will not result in direct or indirect physical changes to the environment and, as such, pursuant to section 15061(b)(3) of the CEQA Guidelines is not subject to CEQA.

NOW, THEREFORE, BE IT RESOLVED, by the Oversight Board as follows:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The Long Range Property Management Plan attached to this Resolution as Exhibit "A" is hereby approved.

SECTION 3. Staff is authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the Long Range Property Management Plan, including submitting the LRPMP to the State of California Department of Finance.

SECTION 4. Pursuant to Health and Safety Code Section 34179(h), all Oversight Board actions may be reviewed by the Department of Finance; therefore, this Resolution shall not be effective for five (5) business days, pending a request for review by the State Department of Finance.

SECTION 5. The Oversight Board Secretary and/or Successor Agency Secretary shall certify to the adoption of this Resolution.

PASSED and ADOPTED this 22nd day of October, 2014.

AYES:
NOES:
ABSENT:
ABSTAIN:

Ron Morrison, Chairman

ATTEST:

Brad Raulston, Executive Director
Secretary to the Oversight Board

APPROVED AS TO FORM:

Edward Z. Kotkin
Oversight Board Counsel

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AGENDA STATEMENT**

MEETING DATE: October 22, 2014

AGENDA ITEM NO. 3

ITEM TITLE: Resolution of the Oversight Board to the Successor Agency to the CDC as the National City Redevelopment Agency authorizing the Chairman to ratify an Agreement between the Successor Agency and Geosyntec Consultants, Inc. in the not-to-exceed amount of \$300,000, to provide on call professional services involving environmental oversight, monitoring, testing, reporting and remediation of environmental contaminants and/or hazardous materials at properties controlled by the Successor Agency.

PREPARED BY: Stephen Manganiello, City Engineer **DEPARTMENT:** Engineering/Public Works

PHONE: Ext 4382

APPROVED BY: 

EXPLANATION:

Please see attached staff report.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Pursuant to 1X 26/AB 1484/AB 2493, funding for services has been budgeted for current and future ROPS cycles.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution and submit to Department of Finance, County of San Diego, and State Controller's Office

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Successor Agency Explanation
2. Successor Agency Resolution
3. Executed Agreement

4. Proposed OB Resolution 2014-08

Explanation:

In June 2007, the former Community Development Commission (CDC) executed an agreement with Geosyntec Consultants, Inc. for \$250,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting and remediation of environmental contaminants and/or hazardous materials at redevelopment properties controlled by the CDC.

In June 2009 and July 2011, the CDC executed new agreements with Geosyntec Consultants for \$250,000 and \$150,000 respectively to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health (DEH) and other environmental regulatory agencies at redevelopment properties controlled by the CDC.

Many of the redevelopment projects formerly managed by the CDC, such as Education Village, require continued site remediation efforts to obtain case closures by the DEH. Geosyntec Consultants has already established open lines of communications with the environmental regulatory agencies for these projects, provided a high quality of service, and maintained competitive billing rates. For these reasons, and to provide a consistent approach to environmental oversight, monitoring, testing, reporting and remediation of environmental contaminants and/or hazardous materials at former CDC properties now controlled by the Successor Agency, staff recommends that the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorize the Chairman to execute an Agreement with Geosyntec Consultants, Inc. for a not-to-exceed amount of \$300,000 to provide on-call professional services as summarized above. See Exhibit A for a detailed scope of services and Exhibit B for their fee schedule.

RESOLUTION NO. 2014 – 52

**RESOLUTION OF THE SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AUTHORIZING THE CHAIRMAN TO EXECUTE AN AGREEMENT
WITH GEOSYNTEC CONSULTANTS, INC., FOR A NOT-TO-EXCEED
AMOUNT OF \$300,000 TO PROVIDE ON-CALL PROFESSIONAL
SERVICES INVOLVING ENVIRONMENTAL OVERSIGHT, MONITORING,
TESTING, REPORTING, AND REMEDIATION OF ENVIRONMENTAL
CONTAMINANTS AND/OR HAZARDOUS MATERIALS AT
PROPERTIES CONTROLLED BY THE SUCCESSOR AGENCY**

WHEREAS, on June 19, 2007, the former Community Development Commission (“CDC”) adopted Resolution No. 2007-142 approving an Agreement with Geosyntec Consultants, Inc., in the not-to-exceed amount of \$250,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at redevelopment properties controlled by the CDC; and

WHEREAS, on June 16, 2009, the CDC adopted Resolution No. 2009-163 approving a new agreement with Geosyntec Consultants for \$250,000 to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health (“DEH”) and other environmental regulatory agencies at redevelopment properties controlled by the CDC; and

WHEREAS, on June 21, 2011, the CDC adopted Resolution No. 2011-134 approving a new agreement with Geosyntec Consultants for \$150,000 to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health (“DEH”) and other environmental regulatory agencies at redevelopment properties controlled by the CDC; and

WHEREAS, many of the redevelopment projects formerly managed by the CDC, such as Education Village, require continued site remediation efforts to obtain case closures by the DEH; and

WHEREAS, Geosyntec Consultants has already established open lines of communications with the environmental regulatory agencies for these projects, provided a high quality of service, and maintained competitive billing rates; and

WHEREAS, the Successor Agency, as successor to the former CDC redevelopment agency, is obligated to Southwestern Community College District to bring closure to certain property that was the subject of a redevelopment project, commonly referred to and described as Education Village; and

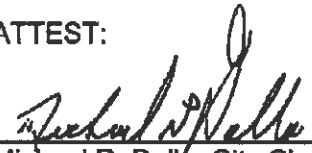
WHEREAS, to provide a consistent approach to environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at former CDC properties now controlled by the Successor Agency, staff recommends that the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorize the Chairman to execute an Agreement with Geosyntec Consultants, Inc., for a not-to-exceed amount of \$300,000 to provide on-call professional services.

NOW, THEREFORE, BE IT RESOLVED that the Successor Agency to the Community Development Commission as the National City Redevelopment Agency hereby authorized the Chairman to execute the Agreement with Geosyntec Consultants, Inc., for a not-to-exceed amount of \$300,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at properties controlled by the Successor Agency. Said Agreement is on file in the Office of the City Clerk. Said Agreement is on file in the Office of the City Clerk.

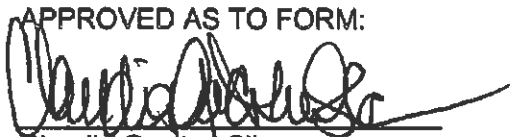
PASSED and ADOPTED this 7th day of October, 2014.


Ron Morrison, Chairman

ATTEST:


Michael R. Dalla, City Clerk as
Secretary to the Successor Agency

APPROVED AS TO FORM:


Claudia Gacitua Silva
Successor Agency Counsel

Passed and adopted by the Successor Agency to the Community Development Commission as the Redevelopment Agency of the City of National City, California, on October 7, 2014 by the following vote, to-wit:

Ayes: Boardmembers Cano, Morrison, Natividad, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Chairman of the Successor Agency to the
Community Development Commission
as the Redevelopment Agency of the
City of National City, California



Richard P. Pella
City Clerk Serving as Secretary
to the Successor Agency

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2014-52 of the Successor Agency to the Community Development Commission as the Redevelopment Agency of the City of National City, California, passed and adopted on October 7, 2014.

City Clerk Serving as Secretary
to the Successor Agency

By: _____
Deputy

**AGREEMENT
BY AND BETWEEN
THE SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AND
GEOSYNTEC CONSULTANTS, INC.**

THIS AGREEMENT is entered into this 7th day of October, 2014, by and between the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, a public body, corporate and politic (the "SUCCESSOR AGENCY"), and Geosyntec Consultants, Inc., a corporation (the "CONSULTANT"), with reference to the following facts:

RECITALS

WHEREAS, on June 19, 2007, the former Community Development Commission ("CDC") adopted Resolution No. 2007-142 approving an Agreement with Geosyntec Consultants, Inc., in the not-to-exceed amount of \$250,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at redevelopment properties controlled by the CDC; and

WHEREAS, on June 16, 2009, the CDC adopted Resolution No. 2009-163 approving a new agreement with Geosyntec Consultants for \$250,000 to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health ("DEH") and other environmental regulatory agencies at redevelopment properties controlled by the CDC; and

WHEREAS, on June 21, 2011, the CDC adopted Resolution No. 2011-134 approving a new agreement with Geosyntec Consultants for \$150,000 to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health ("DEH") and other environmental regulatory agencies at redevelopment properties controlled by the CDC; and

WHEREAS, many of the redevelopment projects formerly managed by the CDC, such as Education Village, require continued site remediation efforts to obtain case closures by the DEH; and

WHEREAS, Geosyntec Consultants has already established open lines of communications with the environmental regulatory agencies for these projects, provided a high quality of service, and maintained competitive billing rates; and

WHEREAS, to provide a consistent approach to environmental oversight, monitoring,

testing, reporting, and remediation of environmental contaminants and/or hazardous materials at former CDC properties now controlled by the Successor Agency, staff recommends that the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorize the Chairman to execute an Agreement with Geosyntec Consultants, Inc., for a not-to-exceed amount of \$300,000 to provide on-call professional services.

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

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

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

2. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, environmental engineering, site assessments, characterization and remediation, groundwater monitoring and reporting, and preparation of environmental studies in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables and "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time and materials basis, consistent with the detailed scope of work and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the City of National City for such services, except as authorized in advance by the Project Coordinator. The CONSULTANT shall appear at meetings as required by the Project Coordinator to keep staff and the Successor Agency advised of the progress on projects.

The SUCCESSOR AGENCY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the SUCCESSOR AGENCY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of 15% from the base amount.

3. **PROJECT COORDINATION AND SUPERVISION.**

Stephen Manganiello, Director of Public Works/City Engineer, hereby is designated as the Project Coordinator for the SUCCESSOR AGENCY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Veryl Wittig, PG, thereby is designated as the Project Director for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and materials, consistent with Exhibit "B". The total cost for services described in Exhibit "A" shall not exceed \$300,000 (the Base amount) without prior written authorization from the Project Coordinator. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with the general scope of services in Exhibit "A", and the detailed scope of work and schedule of deliverables provided for individual task orders, as determined by the Project Coordinator.

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

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

The SUCCESSOR AGENCY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

6. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on October 7, 2014. The duration of this Agreement is for the period of October 7, 2014 through October 6, 2016. With mutual agreement of the parties, this Agreement may be extended for an additional period of up to one year, through October 6, 2017.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the SUCCESSOR AGENCY for use with respect to this Project, and shall be turned over to the SUCCESSOR AGENCY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

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

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

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

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

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

9. **CONTROL.** Neither the SUCCESSOR AGENCY nor the City of National City, its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the SUCCESSOR AGENCY or the City of National City, it being understood that the CONSULTANT its agents, servants, and employees are as to the SUCCESSOR AGENCY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the SUCCESSOR AGENCY are solely such as are prescribed by this Agreement.

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

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

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

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

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the SUCCESSOR AGENCY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the SUCCESSOR AGENCY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the SUCCESSOR AGENCY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the SUCCESSOR AGENCY for any increased costs that result from the SUCCESSOR AGENCY'S later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

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

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

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

The CONSULTANT shall be liable to SUCCESSOR AGENCY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify, and hold harmless the SUCCESSOR AGENCY, the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the

CONSULTANT'S negligent performance of this Agreement.

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

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

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

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

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

C. **Commercial General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and **Umbrella Liability Insurance** with minimum limits of \$10,000,000, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the SUCCESSOR AGENCY and the City of National City and its officers, agents and employees as additional insured, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the SUCCESSOR AGENCY and the City of National City. Said endorsement shall be provided prior to commencement of work under this Agreement. If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by the City of National City.

E. The aforesaid policies shall constitute primary insurance as to the

SUCCESSOR AGENCY and the City of National City, its officers, employees, and volunteers, so that any other policies held by the SUCCESSOR AGENCY and the City of National City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the SUCCESSOR AGENCY and the City of National City of cancellation or material change.

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

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the City's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

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

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the SUCCESSOR AGENCY and the City of National City.

J. A policy of environmental/pollution coverage with a limit of at least \$2,000,000 aggregate to cover environmental and pollution issues arising out of its operations under this agreement.

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

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

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of

the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. TERMINATION.

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

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

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

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

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

21. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like

facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To SUCCESSOR AGENCY:

Brad Raulston
Executive Director
City of National City
1243 National City Boulevard
National City, CA 91950-4301

To CONSULTANT:

Veryl Wittig, PG
Project Director
Geosyntec Consultants, Inc.
10875 Rancho Bernardo Road, Suite 200
San Diego, CA 92127

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

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

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

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

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

24. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

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

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

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

<signatures on next page>

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

**SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT
COMMISSION AS THE NATIONAL
CITY REDEVELOPMENT AGENCY**

By: 
Ron Morrison, Chairman

**GEOSYNTEC CONSULTANTS,
INC.**

By: 
Sam Williams, Vice President

By: 
Thierry Sanglerat, Executive V.P.

APPROVED AS TO FORM:


By: 
Claudia G. Silva
Successor Agency General Counsel

EXHIBIT A

On-call scope of services shall include the following professional services:

- Environmental oversight, monitoring, testing, reporting and remediation of environmental contaminants and/or hazardous materials at properties controlled by the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency")
- Preparation of environmental studies in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).
- Coordination with and reporting to the San Diego County Department of Environmental Health (DEH), California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board (RWQCB), and other environmental regulatory agencies, on behalf of the Successor Agency.

EXHIBIT B

GEOSYNTEC CONSULTANTS RATE SCHEDULE FOR CITY OF NATIONAL CITY, DEPARTMENT OF PUBLIC WORKS (Updated 23 September 2014)

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Staff Professional	\$104
Senior Staff Professional	\$120
Professional	\$134
Project Professional	\$151
Senior Professional	\$171
Associate	\$194
Principal	\$226
 <u>Field Services</u>	
Engineering Technician	\$ 72
Senior Engineering Technician	\$ 81
Field Manager	\$ 87
Site Manager	\$ 91
Field Superintendent	\$ 97
 <u>Design, Graphical, and Administrative Services</u>	
Senior Drafter/Senior CADD Operator	\$115
Drafter/CADD Operator/Artist	\$100
Admin Assistant/Tech Word Processor	\$ 62
Clerical	\$ 48
 <u>General</u>	
Direct Expenses	Cost plus 0%
Subconsultant Services	Cost plus 0%
Subcontract Services	Cost plus 10%
Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 10 Personal
Automobile (per mile)	Current IRS Rate

Rates are provided on a confidential basis and are client and project specific. Unless otherwise agreed, these standard rates will remain in effect for the term of the Agreement (2 years). Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Jerry Noyola	
	PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED Geosyntec Consultants, Inc. 900 Broken Sound Parkway NW Suite 200 Boca Raton FL 33487	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A National Union Fire Ins. Co.	19445
	INSURER B XL Specialty Insurance Company	37885
	INSURER C New Hampshire Insurance Company	23841
	INSURER D AIG Specialty Insurance Co.	26883
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 (Geosyntec Main) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability		GL 5302659	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		CA 6403892 (AOS) CA 6403893 (MA)	4/1/2014 4/1/2014	4/1/2015 4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00065764LI14A	4/1/2014	4/1/2015 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 015630620 (AOS) WC 015630621 (CA)	4/1/2014 4/1/2014	4/1/2015 4/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	D	Professional Liability Contractors Poll. Liab.	COPS 1951904	9/1/2013	4/1/2015	Per Claim \$8,000,000 Aggregate \$10,000,000	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate Holder and its officers, agents and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder named below.						

CERTIFICATE HOLDER CANCELLATION

Successor Agency to the Community Development Commission as the National Redevelopment Agency and The City of National City 1243 National City Blvd. National City, CA 91950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Collings/JERRY <i>David H. Collings</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/14 forms a part of

policy No. CA 6403892 issued to Geosyntec Consultants, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

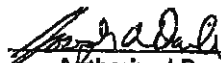
BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

- I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/14 forms a part of Policy No. WC 015630621
issued to GEOSYNTEC CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

RESOLUTION NO. 2014 – 08

RESOLUTION OF THE OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AUTHORIZING THE CHAIRMAN TO EXECUTE AN AGREEMENT
WITH GEOSYNTEC CONSULTANTS, INC., FOR A NOT-TO-EXCEED
AMOUNT OF \$300,000 TO PROVIDE ON-CALL PROFESSIONAL
SERVICES INVOLVING ENVIRONMENTAL OVERSIGHT, MONITORING,
TESTING, REPORTING, AND REMEDIATION OF ENVIRONMENTAL
CONTAMINANTS AND/OR HAZARDOUS MATERIALS AT
PROPERTIES CONTROLLED BY THE SUCCESSOR AGENCY

WHEREAS, Assembly Bill 26 (“AB26”) as amended in AB 1484, together, being referenced below as the “Dissolution Act” dissolved redevelopment agencies and required successor agencies to wind down redevelopment agencies’ affairs; and

WHEREAS, the Dissolution Act transferred the property and responsibilities of the former Community Development Commission of the City of National City (“CDC”) to the control of the Successor Agency to the Community Development Commission of the City of National City (“Successor Agency”);

WHEREAS, on June 19, 2007, the former Community Development Commission (“CDC”) adopted Resolution No. 2007-142 approving an Agreement with Geosyntec Consultants, Inc., in the not-to-exceed amount of \$250,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at redevelopment properties controlled by the CDC; and

WHEREAS, on June 16, 2009, the CDC adopted Resolution No. 2009-163 approving a new agreement with Geosyntec Consultants for \$250,000 to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health (“DEH”) and other environmental regulatory agencies at redevelopment properties controlled by the CDC; and

WHEREAS, on June 21, 2011, the CDC adopted Resolution No. 2011-134 approving a new agreement with Geosyntec Consultants for \$150,000 to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health (“DEH”) and other environmental regulatory agencies at redevelopment properties controlled by the CDC; and

WHEREAS, many of the redevelopment projects formerly managed by the CDC, such as Education Village, require continued site remediation efforts to obtain case closures by the DEH; and

WHEREAS, Geosyntec Consultants has already established open lines of communications with the environmental regulatory agencies for these projects, provided a high quality of service, and maintained competitive billing rates; and

WHEREAS, the Successor Agency is obligated to Southwestern Community College District to bring closure to certain property that was the subject of a redevelopment project, commonly referred to and described as Education Village, and now requires additional services from Geosyntec Consultants, Inc. in order to do so; and

WHEREAS, staff has determined that continued work with Geosyntec Consultants will provide a consistent approach to environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at former CDC properties now controlled by the Successor Agency; and

WHEREAS, on October 7, 2014, upon staff's recommendation, the Successor Agency did adopt a resolution authorizing its Chairman to execute a new Agreement with Geosyntec Consultants, Inc., for a not-to-exceed amount of \$300,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at properties controlled by the Successor Agency; and

WHEREAS, the Dissolution Act mandates that the Successor Agency approval of the new Geosyntec Consultants, Inc. be presented to the Oversight Board of the Successor Agency, the seven (7) member board appointed pursuant to Health and Safety Code Section 34179 ("Oversight Board"), for ratification and approval; and

WHEREAS, authorization to enter an agreement with Geosyntec Consultants, Inc. is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because the proposed action consists of administrative activity that will not result in direct or indirect physical changes to the environment and, as such, pursuant to section 15061(b)(3) of the CEQA Guidelines is not subject to CEQA; and

WHEREAS, all actions of the Oversight Board are adopted by resolution in accord with California Health and Safety Code Section 34179, subdivision (e).

NOW, THEREFORE, BE IT RESOLVED, by the Oversight Board as follows:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The action of the Successor Agency taken on October 7, 2014 is hereby ratified and approved, and the Successor Agency's Chairman is authorized by the Oversight Board to execute an Agreement with Geosyntec Consultants, Inc., for a not-to-exceed amount of \$300,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at properties controlled by the Successor Agency, said Agreement to be maintained as a public record in the Office of the City Clerk.

SECTION 3. Pursuant to Health and Safety Code Section 34179(h), all Oversight Board actions may be reviewed by the Department of Finance; therefore, this Resolution shall not be effective for five (5) business days, pending a request for review by the State Department of Finance.

Resolution No. 2014 – 08

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October 22, 2014

SECTION 4. The Oversight Board Secretary and/or Successor Agency Secretary shall certify to the adoption of this Resolution.

PASSED and ADOPTED this 22nd day of October, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ron Morrison, Chairman

ATTEST:

Brad Raulston, Executive Director
Secretary to the Oversight Board

APPROVED AS TO FORM:

Edward Z. Kotkin
Oversight Board Counsel