

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



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, APRIL 21, 2015 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**JERRY CANO**  
*Vice Mayor*

**ALBERT MENDIVIL**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

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

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

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

**1243 National City Blvd.  
National City  
619-336-4240**

**Meeting agendas and  
minutes available on web**

**WWW.NATIONALCITYCA.GOV**

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

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

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

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

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

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

**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

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

**PROCLAMATIONS**

1. [Proclaiming the week of May 1, 2015 through May 8, 2015 as: "THE ELKS NATIONAL YOUTH WEEK"](#)

**PRESENTATIONS**

2. [San Diego Association of Governments \(SANDAG\) Regional Plan Presentation - "Draft San Diego Forward: The Regional Plan"](#)

**INTERVIEWS / APPOINTMENTS**

**CONSENT CALENDAR**

3. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)
4. [Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 7, 2015 and the Minutes of the Special Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 14, 2015. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into an agreement with the Coast Community College District \(Golden West College\) to provide training services. The training program to be provided is the Special Weapons and Tactics Academy. The cost of the training will be \\$798.00 per student for an 80 hour course. \(Police\)](#)
6. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of](#)

- [the residence at 17 E. 2nd Street \(TSC 2015-01\) \(Engineering/Public Works\)](#)
7. [Resolution of the City Council of the City of National City authorizing the installation of red curb “No Parking” and marked on-street public parking spaces on the westerly curb line of Hoover Avenue between Mile of Cars Way and E. 30th Street to enhance visibility and egress from W. 26th Street and W. 28th Street onto Hoover Avenue. \(TSC 2015-02\) \(Engineering/Public Works\)](#)
  8. [Resolution of the City Council of the City of National City, 1\) awarding a contract in the not-to-exceed amount of \\$50,688.00 to Crest Equipment, Inc. for the Grove Street Drainage Enhancements, CIP No. 14-07; 2\) authorizing a 25% contingency in the amount of \\$12,672.00 for any unforeseen changes; 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)
  9. [Warrant Register #36 for the period of 02/25/15 through 03/03/15 in the amount of \\$3,837,128.96 \(Finance\)](#)
  10. [Warrant Register #37 for the period of 03/04/15 through 03/10/15 in the amount of \\$795,109.86 \(Finance\)](#)
  11. [Investment transactions for the month ended February 28, 2015. \(Finance\)](#)

## **PUBLIC HEARINGS**

### **ORDINANCES FOR INTRODUCTION**

### **ORDINANCES FOR ADOPTION**

### **NON CONSENT RESOLUTIONS**

12. [Resolution of the City Council of the City of National City rescinding Resolution No. 2014-91 and approving and adopting the annual appropriation limit for Fiscal Year 2015 of \\$50,812,544. \(Finance\)](#)
13. [Resolution of the City Council of the City of National City disaffirming a Planning Commission Interpretation of allowed uses in the Downtown Specific Plan Area and finding of consistency with the Downtown Specific Plan for a business located at 540 National City Blvd. \(Case File No.: 2015-04 I\) \(Planning\)](#)
14. [Resolution of the City Council of the City of National City, 1\) awarding a contract in the not-to-exceed amount of \\$1,495,899.00 to New Century Construction, Inc. for the D Avenue and E. 12th Street Roundabout Installation including War Memorial Architectural Improvements, CIP No.](#)

15-02; 2) authorizing a 15% contingency in the amount of \$224,384.85 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) authorizing the appropriation of \$200,000 in General Fund for Safe Routes to School grant match. (Engineering/Public Works)

15. Resolution authorizing the City of National City to participate in a U.S. Department of Housing and Urban Development public offering as part of the Section 108 Loan Guarantee Assistance Program to refinance the existing note in the original principal amount of \$6,900,000 used to fund the construction of Fire Station 34. (Housing, Grants, & Asset Management)

## **NEW BUSINESS**

16. Temporary Use Permit – ‘Every Fifteen Minutes’ hosted by the National City Police Department at Sweetwater High School from May 14, 2015 to May 15, 2015. (Neighborhood Services)

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

### **PUBLIC HEARINGS- HOUSING AUTHORITY**

### **CONSENT RESOLUTIONS- HOUSING AUTHORITY**

### **NON CONSENT RESOLUTIONS- HOUSING AUTHORITY**

17. Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Subordination Agreement with Summercrest Apartments, L.P. subordinating the Project Deed of Trust that secures the Declaration of Covenants, Conditions and Restrictions (Tenant Restrictions) on 372 rental units at 2721 Plaza Boulevard in National City. (Housing, Grants, and Asset Management)

### **NEW BUSINESS- HOUSING AUTHORITY**

## **C. REPORTS**

### **STAFF REPORTS**

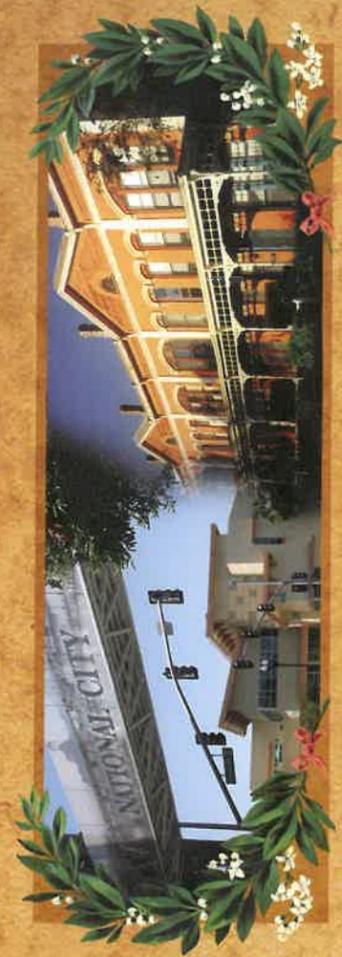
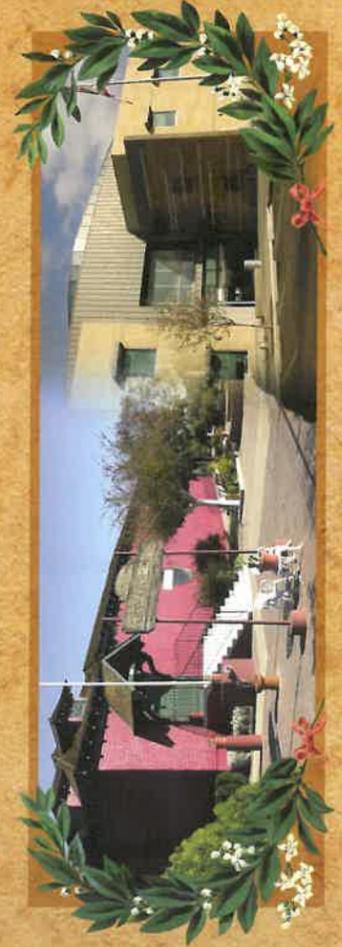
### **MAYOR AND CITY COUNCIL**

### **CLOSED SESSION REPORT**

### **ADJOURNMENT**

Regular City Council/Community Development/Housing Authority of the City of National City Meeting -

The following page(s) contain the backup material for Agenda Item: Proclaiming the week of May 1, 2015 through May 8, 2015 as: "THE ELKS NATIONAL YOUTH WEEK"



# Proclamation



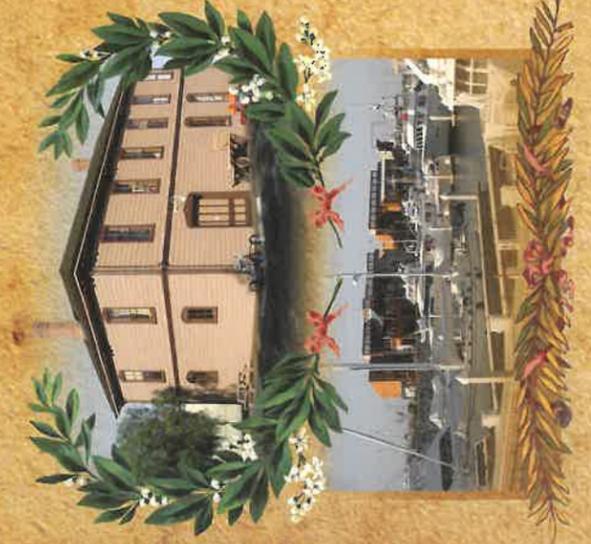
**WHEREAS**, the Benevolent and Protective Order of the Elks Lodge has designated the week of May 1, 2015 to May 8, 2015 as National Youth Week to honor youth for their accomplishments and to recognize their services to community, state and nation; and



**WHEREAS**, demonstrating a partnership with youth, understanding their hopes and aspirations, and expressing a sincere willingness can help prepare them for the responsibilities and opportunities of citizenship; and

**WHEREAS**, members of government, civic, fraternal and patriotic groups, and our residents are urged to acknowledge young people who have contributed to the betterment of our community.

**NOW, THEREFORE, BE IT PROCLAIMED**, I, Ron Morrison, Mayor of the City of National City, by virtue of the authority vested in me by the City of National City, do hereby set my hand and affix the official seal this 21<sup>st</sup> day of April, 2015 and together with the City Council proclaim the week of May 1, 2015 through May 8, 2015 as:



## THE ELKS NATIONAL YOUTH WEEK

As the Mayor, I, call upon all citizens of National City to take a moment to celebrate The Elks National Youth Week and honor our youth for their accomplishments and to recognize their services to our community.

**RON MORRISON**  
**MAYOR**

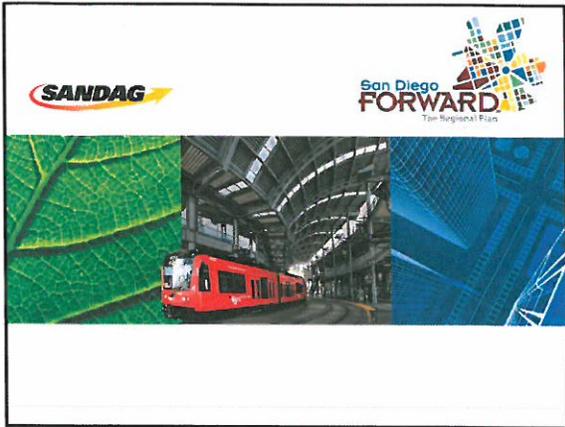
*Jerry Cano*  
*Vice Mayor*

*Albert Mendivil*  
*Councilmember*

*Mona Rios*  
*Councilmember*

*Alejandra Sotelo-Solis*  
*Councilmember*

The following page(s) contain the backup material for Agenda Item: San Diego Association of Governments (SANDAG) Regional Plan Presentation - "Draft San Diego Forward: The Regional Plan"



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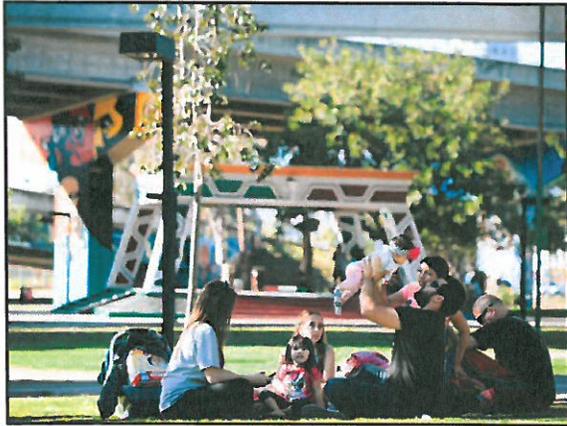
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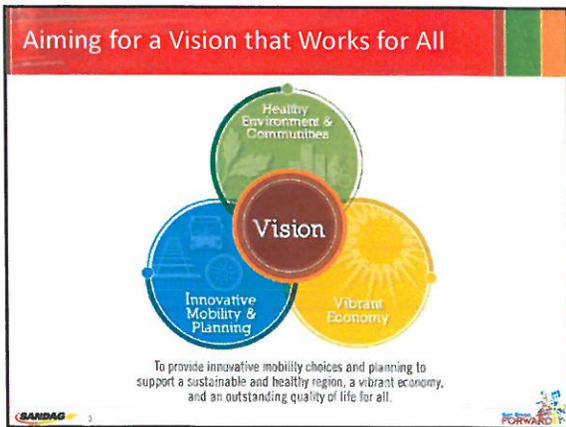
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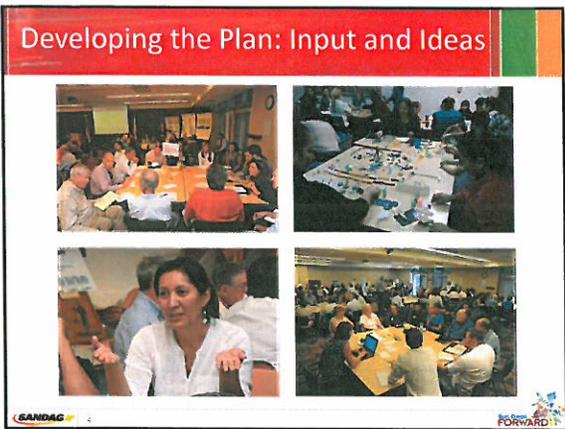
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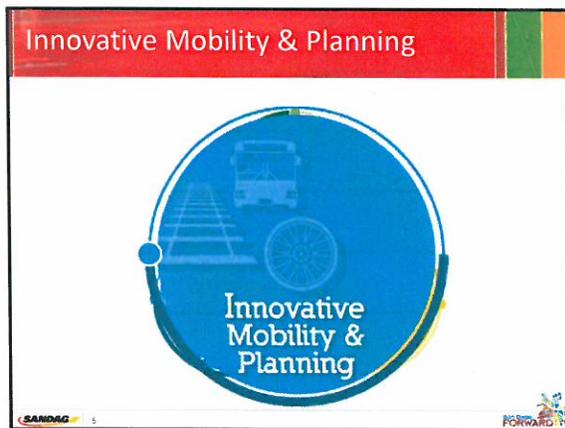
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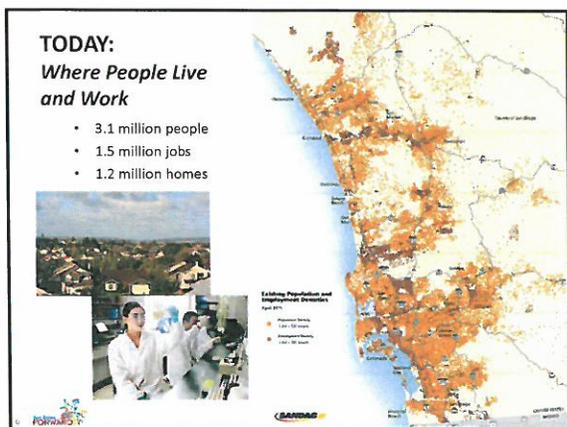
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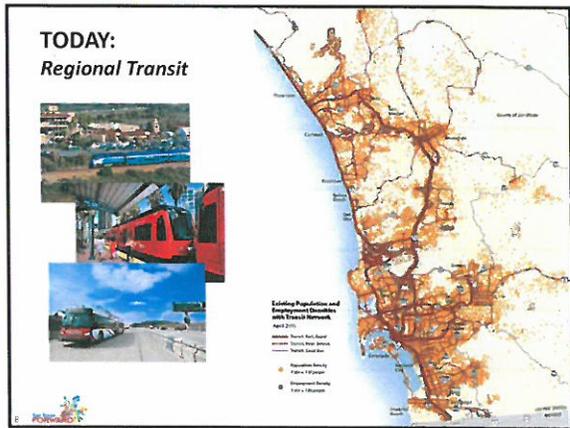
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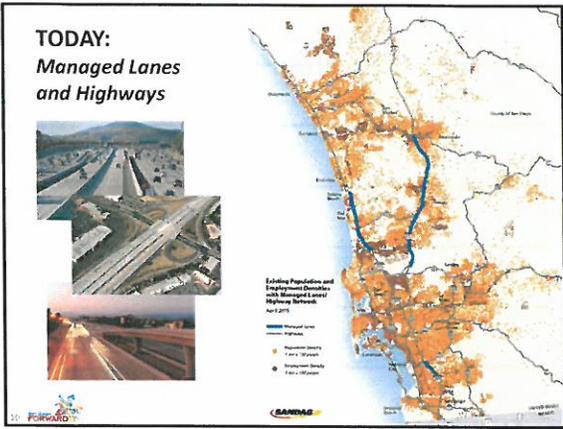
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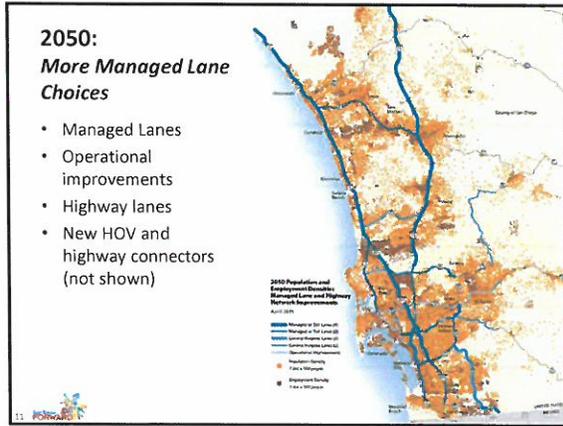
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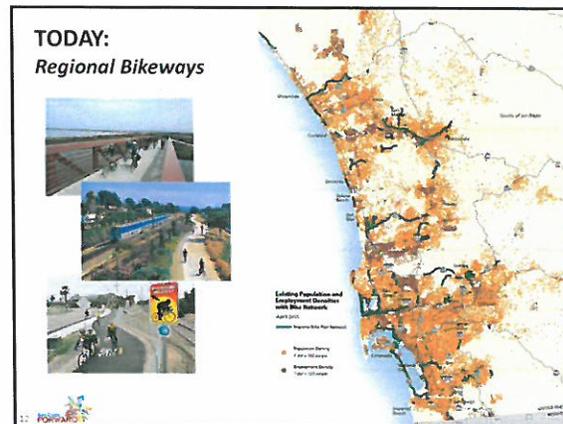
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### 2050: More Biking and Walking Choices

- Complete the Regional Bike Network
- Additional investments (not shown)
  - Safe routes to transit projects
  - Safety improvements at highway interchanges
  - Safe routes to school programs
  - Local bike and pedestrian projects



2050 Population and Employment Density with Bike Network  
April 2015

Legend:  
Population Density  
Employment Density  
Bike Network



**SANDAG** FORWARD

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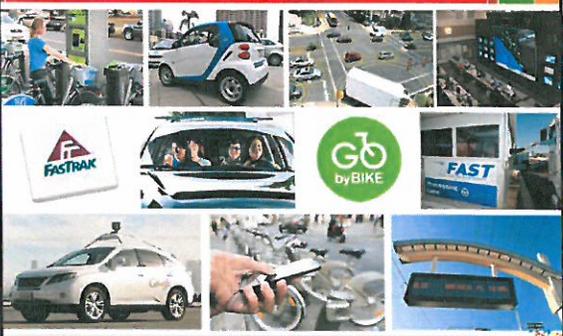
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### Incorporating innovative technology and maximizing our system



**SANDAG** FORWARD

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### Mobility Hub Concept



- 1. Bike parking
- 2. Real time transit info
- 3. Information kiosk
- 4. On-demand ride-sharing
- 5. Shared mobility services
- 6. Smart intermodal
- 7. Park-it vehicles charge
- 8. Smart parking
- 9. Package delivery
- 10. Pedestrian facilities
- 11. Pedestrian highway
- 12. On-demand transit
- 13. Smart transit development

**SANDAG** FORWARD

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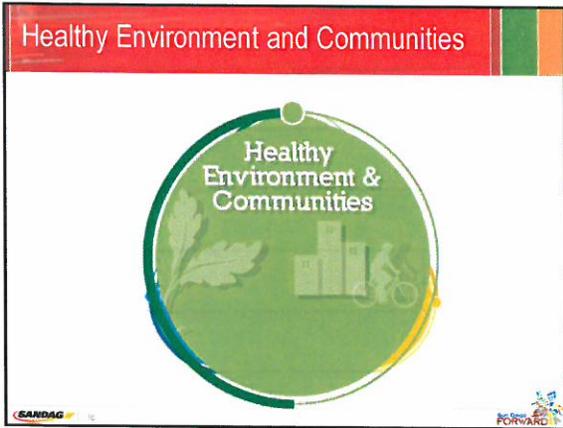
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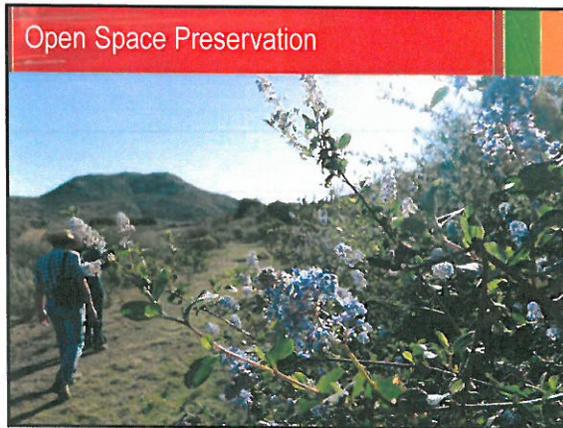
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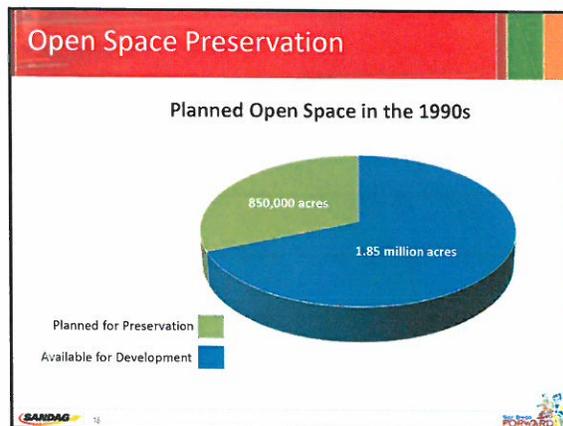
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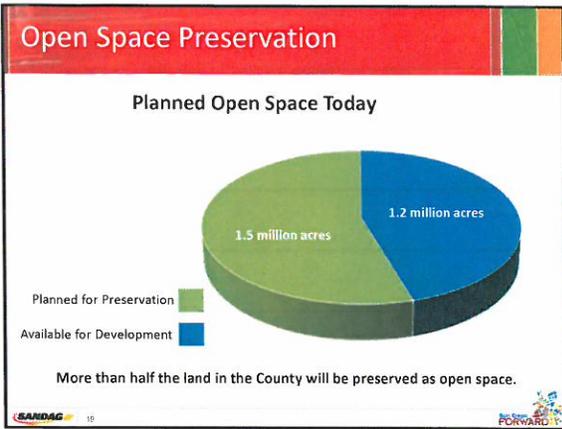
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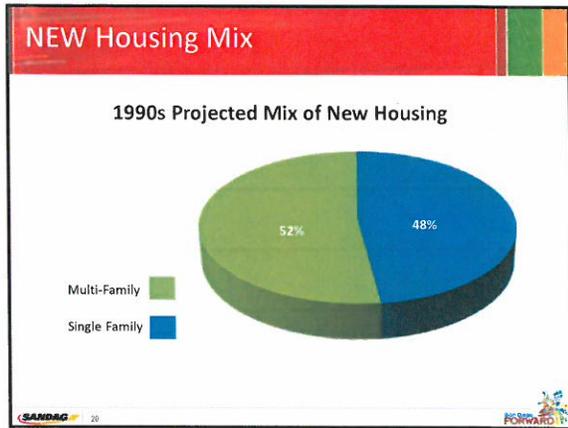
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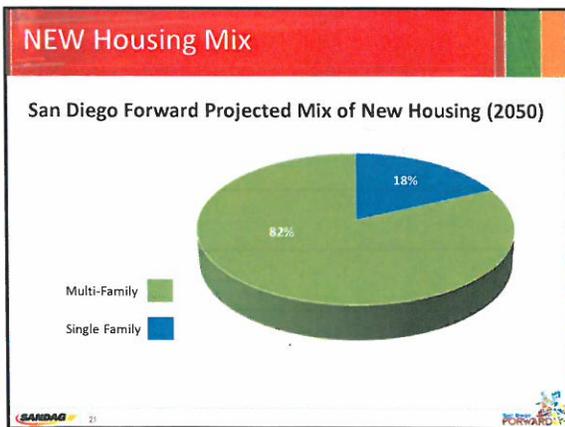
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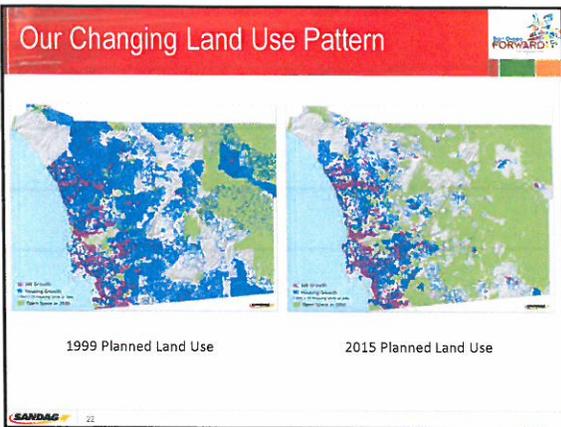
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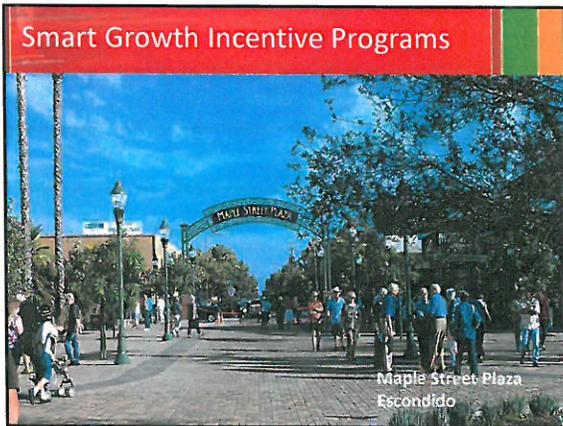
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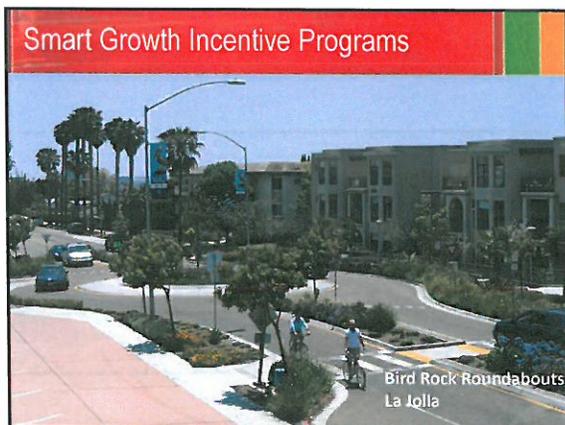
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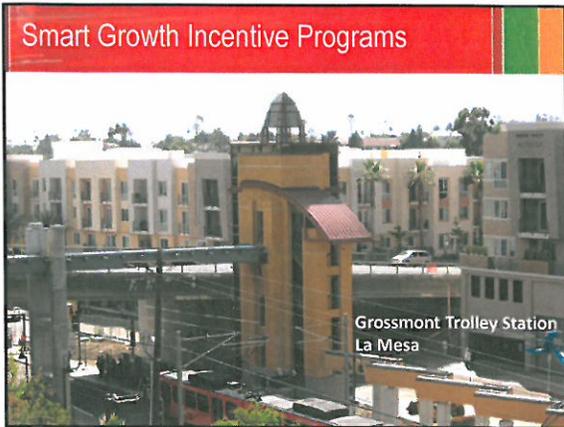
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Smart Growth Incentive Programs

- \$560 million Smart Growth Incentive Programs started in 2008
- Invested \$35 million to date
- \$15 million additional to be awarded summer 2015
- 35 local projects completed
- 43 local projects underway

SANDAG FORWARD

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Planning for Sustainability

- Preserving our environment
- Creating vibrant communities
- Providing more transportation choices
- Addressing climate change



SANDAG FORWARD

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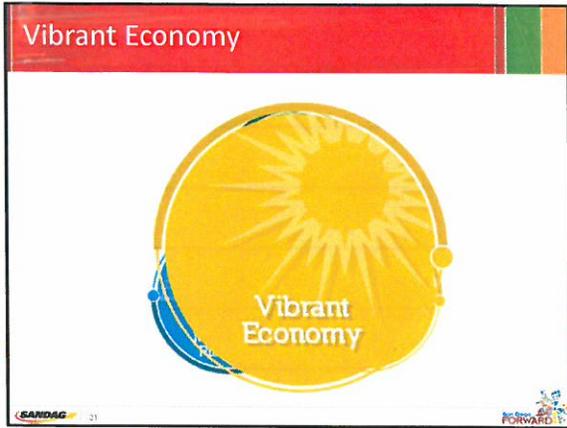
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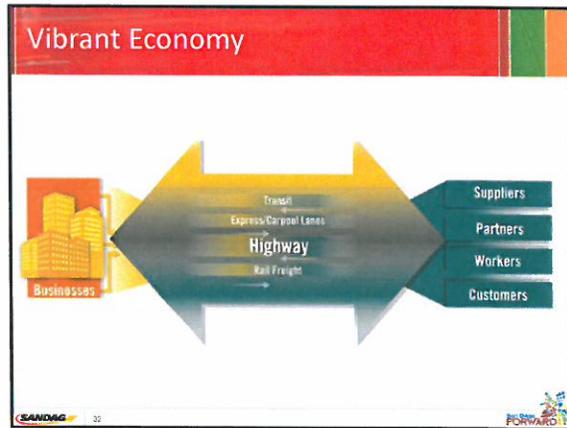
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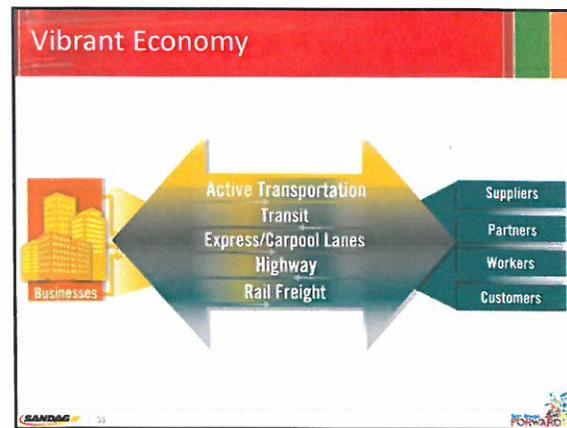
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**Economic Benefits**

- \$1 invested results in \$2 of economic benefit
- 53,000 new jobs annually
  - 20 percent to build and operate the transportation system
  - 80 percent from improved economic climate
- \$13.4 billion in annual increased gross domestic product on average to 2050
  - 10 percent to build and operate the transportation system
  - 90 percent from improved economic climate

SANDAG 34 

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**Economic Benefits**

- Supports High-Tech and Research
  - Improves opportunities for business clustering
  - Makes the region more attractive to skilled workers
- Increases Access to Jobs and Education
  - Connects low-income residents to employment and education
  - Deepens talent pool for employers
  - Helps to realize under-used economic potential
- Connects San Diego to the World
  - Supports trade passing through the international border
  - Improves goods movement through Port of San Diego
  - Enhances experience for business travelers and tourists

SANDAG 35 

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**Results? By 2050, the Regional Plan will...**

- Preserve more than half our land as open space
- Exceed greenhouse gas reduction targets
- Provide more mobility choices
- Invest \$204 billion in transportation in our most urbanized areas
- Yield almost \$2 for every dollar invested
- Reduce number of people driving alone in peak periods
- Provide 100 new miles of Trolley and SPRINTER service
- Increase transit access from 35 percent to 61 percent
- Increase jobs close to transit from 42 percent to 71 percent
- Increase the number of people taking transit to work (almost 20 percent in Downtown and 9 percent in University City and Kearny Mesa)
- Reduce collision rates for bicycles and pedestrians by 18 percent

SANDAG 36 

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### South County

- Transit mode share doubles from 7 percent in 2012 to 14 percent in 2050 along I-5/I-805 in Chula Vista, with more than 38,000 people riding transit in peak hours
- Increase transit use from 11 percent in 2012 to 16 percent in 2050 on I-5 in National City, with more than 36,000 people riding transit in peak hours
- Percent of population within ¼ mile of high frequency transit in Otay Mesa/Otay Ranch grows from 49% in 2012 to 81% in 2050

SANDAG



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### Aiming for a Vision that Works for All



To provide innovative mobility choices and planning to support a sustainable and healthy region, a vibrant economy, and an outstanding quality of life for all.

SANDAG



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### What Happens Next?

- Spring 2015:  
Release Draft San Diego Forward: The Regional Plan and Draft Environmental Impact Report for public review and comment
- Fall 2015:  
SANDAG Board adopts the Plan and certifies the EIR
- Get involved!

SANDAG



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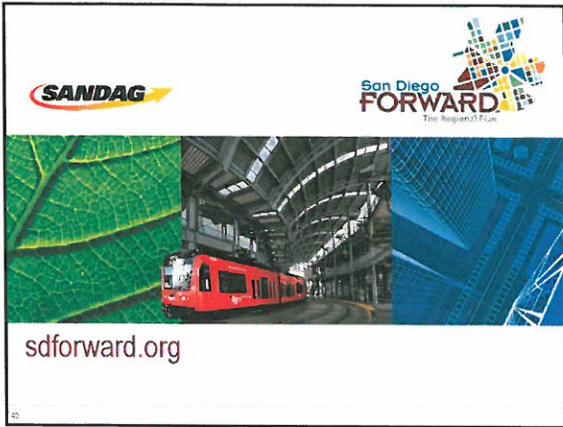
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The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 7, 2015 and the Minutes of the Special Meeting of the City Council and Community Development

Item # \_\_\_\_  
04/21/15

**APPROVAL OF THE MINUTES OF THE REGULAR  
MEETING OF THE CITY COUNCIL AND COMMUNITY  
DEVELOPMENT COMMISSION – HOUSING AUTHORITY  
OF THE CITY OF NATIONAL CITY OF APRIL 7, 2015  
AND THE MINUTES OF THE SPECIAL MEETING OF THE  
CITY COUNCIL AND COMMUNITY DEVELOPMENT  
COMMISSION – HOUSING AUTHORITY OF THE  
CITY OF NATIONAL CITY OF APRIL 14, 2015.**

(City Clerk)

DRAFT      DRAFT      DRAFT

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

**April 7, 2015**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:07 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Aguirre, Dalla, Deese, Duong, Muthusamy, Parra, Raulston, Roberts, Rodriguez, Silva, Stevenson, Vergara, Williams, Ybarra.

Others present: Student Representative Isaac Maldonado.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**PUBLIC ORAL COMMUNICATIONS**

Nidya Rivera-Moreno, National City, informed the City Council of several problems she is experiencing in her neighborhood.

Armida Martinez extended an invitation to attend the “Remember our Fallen Heroes” event on May 4<sup>th</sup> at the Chula Vista Library.

**CITY COUNCIL**

**PROCLAMATIONS**

**PROCLAMATION ADMIN (102-2-1)**

1. Proclaiming April 2015 as: “FAIR HOUSING MONTH”

**PRESENTATIONS**

**COUNCIL MEETING PRESENTATIONS 2015 (102-10-10)**

2. Vision Plan Presentation. (Cindy Gompper-Graves, South County Economic Development Council) \*\* Continued from City Council Meeting of March 3, 2015 \*\*

## CONSENT CALENDAR

**ADOPTION OF CONSENT CALENDAR.** Item No. 3 (Minutes), Item Nos. 4 through 9 (Resolution Nos. 2015-37 through 2015-42), Item Nos. 10 and 11 (Warrant Registers). Motion by Cano, seconded by Sotelo-Solis, to approve the Consent Calendar. Carried by unanimous vote.

### APPROVAL OF MINUTES

3. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF MARCH 17, 2015. (City Clerk)

**ACTION:** Approved. See above.

### FINANCIAL MANAGEMENT 2014-2015 (204-1-30)

4. Resolution No. 2015-37. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN APPROPRIATION INCREASE AND CORRESPONDING REVENUE BUDGET INCREASE IN THE AMOUNT OF \$100,000 TO THE PLAN CHECK REVOLVING FUND FOR BUILDING PLAN CHECK SERVICES. (Fire)

**ACTION:** Adopted. See above.

### CONTRACT (C2013-49)

5. Resolution No. 2015-38. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK OF EC CONSTRUCTORS, INC. 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$1,213,189.16, AND 3) RATIFYING THE FILING OF A NOTICE OF COMPLETION FOR THE 1726 WILSON AVENUE TENANT AND SITE IMPROVEMENTS, CIP NO. 13-06. (Funded by WI-TOD Site Infrastructure Agreement) (Engineering/Public Works)

**ACTION:** Adopted. See above.

### CONTRACT (C2013-36)

6. Resolution No. 2015-39. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK OF RAMONA PAVING AND CONSTRUCTION CORP., 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$1,245,809.68, AND 3) RATIFYING THE FILING OF A NOTICE OF COMPLETION FOR THE 8TH STREET SAFETY ENHANCEMENTS PROJECT, CIP NO. 12-15. (Funded by HSIP Grant and Prop A) (Engineering/Public Works)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**LABOR RELATIONS EXEC / MID MGMT EMPLOYEES (605-2-1)**

7. Resolution No. 2015-40. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AN AMENDMENT TO THE SALARY SCHEDULE FOR THE EXECUTIVE EMPLOYEE GROUP TO INCLUDE A SALARY BAND FOR THE NEWLY CREATED DIRECTOR OF NEIGHBORHOOD SERVICES CLASSIFICATION AT \$5,363.60 - \$10,429.87, MONTHLY. (Human Resources)  
**ACTION:** Adopted. See above.

**LABOR RELATIONS MEA MOU 2014-2016 (605-4-12)**

8. Resolution No. 2015-41. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AN AMENDMENT TO THE SALARY SCHEDULE FOR THE MUNICIPAL EMPLOYEES' ASSOCIATION EMPLOYEE GROUP TO INCLUDE SALARY BANDS FOR THE NEWLY CREATED CLASSIFICATIONS OF ANIMAL REGULATIONS OFFICER AT \$3,363.53 - \$4,088.35, MONTHLY (RANGE 098), AND PLANS EXAMINER AT \$4,892.27 - \$5,946.57 (RANGE 139); AND ADJUSTING THE SALARY BAND FOR SENIOR LIBRARIAN FROM \$4,300.14 - \$5,226.80, MONTHLY (RANGE 125) TO \$4,671.94 - \$5,678.81, MONTHLY (RANGE 134). (Human Resources)  
**ACTION:** Adopted. See above.

**GRANT / PUBLIC SAFETY (206-4-27)**

9. Resolution No. 2015-42. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF FY 2014 OPERATION STONEGARDEN GRANT IN THE AMOUNT OF \$68,945, AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT FOR THE AWARD OF THE GRAND FUNDS, AND AUTHORIZING THE ESTABLISHMENT OF FUND APPROPRIATIONS AND A CORRESPONDING REVENUE AND EXPENDITURE BUDGET, IN THE AMOUNT OF THE GRANT FOR REIMBURSEMENT OF OVERTIME, FRINGE BENEFITS AND MILEAGE FOR PROGRAMMATIC OPERATIONS AND THE PURCHASE OF APPROVED EQUIPMENT. (Police)  
**ACTION:** Adopted. See above.

**WARRANT REGISTER JULY 2014 – JUNE 2015 (202-1-29)**

10. Warrant Register #34 for the period of 02/11/15 through 02/17/15 in the amount of \$1,450,898.92. (Finance)  
**ACTION:** Ratified. See above.

**CONSENT CALENDAR (cont.)**

**WARRANT REGISTER JULY 2014 – JUNE 2015 (202-1-29)**

11. Warrant Register #35 for the period of 02/18/15 through 02/24/15 in the amount of \$257,979.83. (Finance)  
**ACTION:** Ratified. See above.

**PUBLIC HEARINGS**

**BUILDING PERMIT APPEALS / DENIALS ADMIN (405-2-2)**

12. Public Hearing – Appeal of Planning Commission Interpretation of allowed uses in the Downtown Specific Plan Area for a business located at 540 National City Blvd. (Case File No.: 2015-04 I) (Planning)

**RECOMMENDATION:** Staff concurs with the interpretation of the Planning Commission that the proposed use is not an allowed use in the Downtown Specific Plan Area.

**TESTIMONY:** Mr. Sami Jihad, El Cajon and an un-named speaker responded to questions and spoke in favor.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Cano, seconded by Morrison, to disaffirm Planning Commission interpretation and find that an adult day healthcare facility is consistent with the Downtown Specific Plan. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios. Nays: Mendivil, Sotelo-Solis. Abstain: None. Absent: None.

**TRANSPORTATION DEVELOPMENT PLANNING ADMIN (802-3-1)**

13. Public Hearing of the City Council of the City of National City to consider the annual adjustment to the Transportation Development Impact Fee (TDIF), pursuant to NCMC Section 4.52.100 and consistent with Government Code Section 66017, proposing to increase the TDIF by 2.5%, as required by SANDAG, resulting in the fee adjusting from \$2,254 per new residential dwelling unit to \$2,310 per unit beginning July 1, 2015. (Engineering/Public Works)

**RECOMMENDATION:** Hold the Public Hearing.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

## NON CONSENT RESOLUTIONS

### HOUSING AND GRANTS – ADMIN (1104-1-24)

14. Resolution No. 2015-43. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN APPLICATION FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM IN AN AMOUNT NOT TO EXCEED \$9,240,888 FOR THE TRANSIT ORIENTED INFILL HOUSING AND PARADISE CREEK ENHANCEMENT PROJECT. (Housing, Grants, and Asset Management)  
**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

### TRANSPORTATION DEVELOPMENT PLANNING ADMIN (802-3-1)

15. Resolution No. 2015-44. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE PREVIOUSLY ADOPTED TRANSPORTATION DEVELOPMENT IMPACT FEE (TDIF) SCHEDULE AND ANNUAL ADJUSTMENT TO THE TDIF, PURSUANT TO NCMC SECTION 4.52.100 AND CONSISTENT WITH GOVERNMENT CODE SECTION 66017, APPROVING AN INCREASE IN THE TDIF BY 2.5%, AS REQUIRED BY SANDAG, RESULTING IN THE FEE ADJUSTING FROM \$2,254 PER NEW RESIDENTIAL DWELLING UNIT TO \$2,310 PER UNIT BEGINNING JULY 1, 2015. (Fees deposited into TIF Fund) (Engineering/Public Works)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

Item No. 17 was taken up next.

## NEW BUSINESS

### CONDITIONAL USE PERMITS 2015 (403-30-1)

17. Notice of Decision – Planning Commission approval of a Conditional Use Permit for expansion of a nonconforming use and a reduction in off-street parking requirements at the southwest corner of Hoover Avenue and West 11th Street. (Applicant: Captain B. Ltd. Partnership) (Case File 2014-22 CUP) (Planning)

**RECOMMENDATION:** Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

## NON CONSENT RESOLUTIONS

### ENCROACHMENT AGREEMENT ADMIN 2015 (903-14-9)

16. Resolution No. 2015-45. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN ENCROACHMENT PERMIT AND AGREEMENT WITH CAPTAIN B. LTD FOR THE CONSTRUCTION, MAINTENANCE AND USE OF TWO ADA COMPLIANT PEDESTRIAN ACCESS RAMPS AS PART OF THE CONVERSION OF THE BUILDING LOCATED AT 1106 HOOVER AVENUE FROM AUTOMOTIVE REPAIR TO WAREHOUSE AND OFFICE SPACE. (\*\*Companion Item\*\* – to follow “New Business” item Notice of Decision) (Engineering/Public Works)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

## NEW BUSINESS

### CONDITIONAL USE PERMITS 2015 (403-30-1)

17. Notice of Decision – Planning Commission approval of a Conditional Use Permit for expansion of a nonconforming use and a reduction in off-street parking requirements at the southwest corner of Hoover Avenue and West 11th Street. (Applicant: Captain B. Ltd. Partnership) (Case File 2014-22 CUP) (Planning)

**RECOMMENDATION:** Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**TESTIMONY:** None.

**ACTION:** Taken up after Item No. 15. See above.

### TEMPORARY USE PERMITS 2015 (203-1-31)

18. Temporary Use Permit – The 7th Annual Classic GranFondo San Diego Bicycle Ride sponsored by the Little Italy Association on Sunday, April 12, 2015 from 7:15 a.m. to 5 p.m. with no waiver of fees. (Neighborhood Services)

**RECOMMENDATION:** Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

**TESTIMONY:** Wally Zediker, San Diego, spoke in favor and responded to questions.

**ACTION:** Motion by Rios, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

**NEW BUSINESS (cont.)**

**TEMPORARY USE PERMITS 2015 (203-1-31)**

19. Temporary Use Permit – Halloween retail tent store hosted by Halloween Tyme LLC at Westfield Plaza Bonita Mall from August 15, 2015 thru November 10, 2015 with no waiver of fees. (Neighborhood Services)

**RECOMMENDATION:** Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

**TESTIMONY:** None.

**ACTION:** Motion by Rios, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

**CITY WIDE HOUSING ADMIN (303-4-1)**

20. 2014 Annual Progress Report on the Implementation of the Housing Element of the General Plan. (Planning)

**RECOMMENDATION:** Accept and file the report.

**TESTIMONY:** None.

**ACTION:** Motion by Cano, seconded by Rios, to accept and file the report. Carried by unanimous vote.

**XXXXX**

21. San Diego Association of Governments (SANDAG) Regional Housing Progress Report 2003 – 2013. (Planning)

**RECOMMENDATION:** Accept and file the report.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to accept and file the report. Carried by unanimous vote.

**COMMUNITY DEVELOPMENT COMMISSION –  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

**PUBLIC HEARINGS – HOUSING AUTHORITY**

**HOUSING AUTHORITY 2015 (404-1-4)**

22. Public Hearing: Community Development Commission – Housing Authority of the City of National City, Five Year and Annual Plan for Public Housing Agency Plan (PHA) for Fiscal Year 2015-2020 and the Section 8 Administrative Plan; authorizing the submittal of the PHA Plan and Administrative Plan to the U.S. Department of Housing and Urban Development. (Housing, Grants & Asset Management)

**RECOMMENDATION:** Conduct the Public Hearing.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

## NON CONSENT RESOLUTIONS – HOUSING AUTHORITY

### HOUSING AUTHORITY 2015 (404-1-4)

23. Resolution No. 2015-28. Resolution of the Community Development Commission – Housing Authority of the City of National City, approving the Five Year and Annual Public Housing Agency (PHA) Plan for Fiscal Year 2015 – 2020, and authorizing the submittal of the Plan to the U.S. Department of Housing and Urban Development. (Housing, Grants & Asset Management)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Cano, seconded by Sotelo, to adopt the Resolution. Carried by unanimous vote.

### HOUSING AUTHORITY 2015 (404-1-4)

24. Resolution No. 2015-29. Resolution of the Community Development Commission – Housing Authority of the City of National City, approving the revisions to the Section 8 Administrative Plan, and authorizing submittal of the Plan to the U.S. Department of Housing and Urban Development. (Housing, Grants & Asset Management)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

## STAFF REPORTS

Kuna Muthusamy, Assistant Director of Engineering/Public Works, advised that staff would be bringing back a report on the new drought restrictions announced by the Governor.

Brad Raulston, Executive Director, reported on the status and plans for the Community Service Day on April 25<sup>th</sup>.

## MAYOR AND CITY COUNCIL

Member Mendivil reported that he attended an event in Imperial Beach and complimented the improvements he sees in that City and said he would like to see the South Bay cities working together to promote all cities in the South Bay. Mr. Mendivil noted that the I-5 / SR 54 interchange is starting to look bad and needs some attention; that drought and water issue are very sensitive topics; said he is looking forward to the Homeless Workshop and he believes homelessness is a regional issue and we don't need to re-invent the wheel.

Member Sotelo-Solis expressed her willingness to work with staff to explore ways to assist a brewery business to locate in the City and extended a belated Easter Greeting to everyone.

**MAYOR AND CITY COUNCIL (cont.)**

Member Rios reported on the invaluable experience she had participating in the Police Department's 'Use of Force' event and thanked the Police Department for bringing two police canines to the Rotary Club that honored a young girl who donated \$2 for canine vests.

Member Cano announced that Mayor Morrison recently had a birthday and at one event, members of the community sang Las Mananitas.

Mayor Morrison discussed the growing difficulties confronting the City and State resulting from the unrepresented drought in California; reported on the status of the trash contract with Regional Solid Waste Authority (RSWA) and provided information on AB 1186 mandating organic waste recycling.

**CLOSED SESSION REPORT**

City Attorney Claudia Silva stated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

**ADJOURNMENT**

Motion by Rios, seconded by Cano, to adjourn the meeting to the next Adjourned Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City – Homelessness Workshop to be held Tuesday, April 21, 2015 at 4:30 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, April 21, 2015 at 6:00pm at the Council Chambers, National City, California.

The meeting closed at 8:32 p.m.

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City Clerk

The foregoing minutes were approved at the Regular Meeting of April 21, 2015.

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Mayor

**Upcoming City Council Workshops:**

- FY 16 Budget Workshop, April 28, 2015 @ 5:00 pm – City Council Chambers
- FY 16 Budget Workshop, May 26, 2015 @ 5:00 pm – City Council Chambers

DRAFT

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AND  
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT  
COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY

Main Conference Room  
Civic Center  
1243 National City Boulevard  
National City, California

Special Meeting – Tuesday, April 7, 2015 – 5:00 p.m.

ROLL CALL

CLOSED SESSION

CITY COUNCIL

1. Conference with Legal Counsel – Existing Litigation  
Government Code Section 54956.9(a)  
*City of National City and CDC v. Rosenow Spevacek Group*  
Arbitration Matter

SUCCESSOR AGENCY

2. Conference with Legal Counsel – Existing Litigation  
Government Code Section 54956.9(a)  
*City of National City and CDC v. Rosenow Spevacek Group*  
Arbitration Matter

ADJOURNMENT

Next Regular City Council and Successor Agency Meetings: Tuesday, April 7, 2015,  
6:00 p.m., Council Chambers, Civic Center

DRAFT      DRAFT      DRAFT

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

**April 14, 2015**

The Special Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:03 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Parra, Raulston, Rodriguez, Silva, Stevenson, Vergara, Williams.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**PUBLIC ORAL COMMUNICATIONS**

None.

**CITY COUNCIL**

**NEW BUSINESS**

**TEMPORARY USE PERMITS 2015 (203-1-31)**

1. Temporary Use Permit – Maxx Bounce Amusement Park hosted by Inflatable World Corporation at 3030 Plaza Bonita Road from April 15, 2015 thru August 14, 2015 with no waiver of fees. (Neighborhood Services)

**RECOMMENDATION:** Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees

**TESTIMONY:** Kevin Fonseca, the applicant, responded to questions and spoke in favor.

**ACTION:** Motion by Rios, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

**EX-PARTE:** Members Cano, Mendivil, Morrison and Rios disclosed that they had contact with the applicant prior to the meeting.

**COMMUNITY DEVELOPMENT COMMISSION –  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

**No Agenda Item**

**STAFF REPORTS**

None.

**MAYOR AND CITY COUNCIL**

None.

**CLOSED SESSION REPORT**

City Attorney Claudia Silva stated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

**ADJOURNMENT**

Motion by Sotelo-Solis, seconded by Rios, to adjourn the meeting to the next Adjourned Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City – Homelessness Workshop to be held Tuesday, April 21, 2015 at 4:30 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, April 21, 2015 at 6:00pm at the Council Chambers, National City, California.

The meeting closed at 6:09 p.m.

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City Clerk

The foregoing minutes were approved at the Regular Meeting of April 21, 2015.

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Mayor

**Upcoming City Council Workshops:**

- FY 16 Budget Workshop, April 28, 2015 @ 5:00 pm – City Council Chambers
- FY 16 Budget Workshop, May 26, 2015 @ 5:00 pm – City Council Chambers

DRAFT

## EXHIBIT 'L'



### AGENDA OF A SPECIAL MEETING

#### CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room  
Civic Center  
1243 National City Boulevard  
National City, California

Special Meeting – Tuesday, April 14, 2015 – 5:30 p.m.

#### ROLL CALL

#### CLOSED SESSION

##### CITY COUNCIL

1. Conference with Legal Counsel – Existing Litigation  
Government Code Section 54956.9(a)  
*People of the State of California v. Ben Adler, et al.*  
San Diego County Superior Court Case No. 37-2010-0092488-CU-MC-CTL
2. Conference with Legal Counsel – Existing Litigation  
Government Code Section 54956.9(a)  
*Benjamin Adler v. City of National City*  
San Diego Superior Court Case No. 37-2013-00077889-CU-W-CTL
3. Conference with Legal Counsel – Existing Litigation  
Government Code Section 54956.9(a)  
*McDini's Restaurant Corp. v. City of National City*  
San Diego Superior Court Case No. 37-2014-00013211-CU-PO-CTL
4. Conference with Legal Counsel – Existing Litigation  
Government Code Section 54956.9(a)  
*McDini's Inc. v. City of National City*  
United States District Court Case No. 14CV2199

#### ADJOURNMENT

Next Special City Council Meeting: Tuesday, April 14, 2015, 6:00 p.m., Council Chambers, Civic Center

Next Adjourned City Council Meeting: Tuesday, April 21, 2015, 4:30 p.m., Council Chambers, Civic Center

Next Regular City Council Meeting: Tuesday, April 21, 2015, 6:00 p.m., Council Chambers, Civic Center

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into an agreement with the Coast Community College District (Golden West College) to provide training services. The training program to be provided is th

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

**MEETING DATE:** April 21, 2015

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

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into an agreement with the Coast Community College District (Golden West College) to provide training services. The training program to be provided is the Special Weapons and Tactics Academy. The cost of the training will be \$798.00 per student for an 80 hour course.

**PREPARED BY:** Greg Seward, Lieutenant

**DEPARTMENT:** Police

**PHONE:** (619) 336-4538

**APPROVED BY:** 

**EXPLANATION:**

The National City Police Department is required by Police Officer Standards and Training (P.O.S.T.) guidelines to send newly appointed Officers assigned to the SWAT Team to an 80 hour Basic SWAT Course. The nearest P.O.S.T. approved course is at Golden West College in Costa Mesa. The college requires a standard agreement be signed for officers to attend their SWAT Academy.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

001-411-136-226-0000 P.O.S.T. Reimbursable Training, Travel & Subsistence - \$798 per student, for up to four students for a total cost of \$3,192.00

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Approve the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Agreement between the City of National City and the Coast Community College District

**COAST COMMUNITY COLLEGE DISTRICT**  
**Agreement for Contracted Education Services**

This Agreement for Contracted Education Services (“AGREEMENT”) is entered into as indicated on the signature lines below, by and between the COAST COMMUNITY COLLEGE DISTRICT (Golden West College), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, “DISTRICT”, and the CITY OF NATIONAL CITY, hereinafter, “AGENCY”. DISTRICT and AGENCY are referred to herein individually as “PARTY” and collectively as “PARTIES.”

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Education Code* to conduct Contract Training and Consultation Services to serve community needs; and

WHEREAS, AGENCY desires to contract with the DISTRICT for Training and/or training services as identified herein.

DISTRICT and AGENCY agree as follows:

1. The term of this AGREEMENT shall be from May 1, 2015 through May 1, 2018, inclusive.
2. The training program to be offered is Special Weapons and Tactics Academy. A copy of the Daily Schedule is attached to this Agreement as Attachment A, a copy of the program outline (including Physical Fitness) is attached as Attachment B, and a copy of the Safety Guidelines is attached as Attachment C. The program should have a total of 80 hours of training and/or training will be provided to a maximum of 35 participants. DISTRICT may offer up to three SWAT Academies a year during the term of this agreement.
3. The services will be conducted at:
  - Golden West College Criminal Justice Training Center
  - PRADO Olympic Shooting Park, 17501 Pomona Rincon Rd Chino, CA 91708
  - Joint Powers-Huntington Beach Fire Training center (Tower and Heliport/SIMS House) Gothard Street, Huntington Beach, CA
  - Mackay School, 8721 Cypress Avenue, Cypress, CA
  - Swain School, 581 Newman Street, Cypress, CA
  - Dickerson School, 10051 Bernadette Avenue, Cypress, CA
  - Other locations as approved by DISTRICT
4. Participants successfully completing the program will receive 0 units of college credit in accordance with policies of the DISTRICT Board of Trustees.
5. AGENCY agrees to pay the DISTRICT the sum of Seven Hundred and Ninety-Eight Dollars per participant for training services and instructional material provided under this agreement excluding range fees and ammunition costs. DISTRICT may, from time to time during the term of this AGREEMENT, request to amend the per participant rate for training services and instructional material. Any such amendment, if agreed to by both PARTIES, shall be in writing signed by both PARTIES. During the course of the AGREEMENT, AGENCY may request additional classes by contacting the DISTRICT administrative liaison (designated in paragraph number seven).

6. AGENCY shall pay for each program participant's participation in the training prior to such training commencing, and regardless of whether such participants complete the full program. AGENCY shall pay by agency check or credit card. Payment can be submitted prior to the start of the class but no later than the first day of instruction.

7. DISTRICT and AGENCY will provide an administrative liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be Suzanne Rosas, Program Coordinator, (714) 895-8925. The administrative contact for AGENCY will be Nancy Nagle at (619) 336-4488.

8. The PARTIES agree that they will not unlawfully discriminate in the selection of any participant to receive training pursuant to this AGREEMENT because of that participant's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, veteran status, genetic information, and/ or medical condition.

9. AGENCY will make whatever special arrangement is necessary to account for participant/employee time spent in Training should AGENCY policy require more than a noticed review of DISTRICT attendance records.

10. AGENCY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of AGENCY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless AGENCY, its agents, and employees from any damages or claims resulting from acts or omissions of DISTRICT, its agents, or employees.

11. Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

12. The DISTRICT personnel assigned to develop coordinate, and conduct the education and/or service(s) provided for herein, will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials is acceptable to AGENCY.

13. AGENCY shall, no less than forty-eight hours in advance, communicate with the assigned DISTRICT administrator any changes to the scheduled time, location, or scope of the educational services agreed upon by AGENCY and DISTRICT.

14. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus:

\_\_\_\_\_  
Suzanne Rosas/Criminal Justice Training Center  
\_\_\_\_\_  
Golden West College  
\_\_\_\_\_  
15744 Goldenwest Street  
\_\_\_\_\_  
Huntington Beach CA, 92647-0748

With a copy to:

\_\_\_\_\_  
Coast Community College District  
\_\_\_\_\_  
1370 Adams Avenue  
\_\_\_\_\_  
Costa Mesa, CA 92626  
\_\_\_\_\_  
Attn: Risk Services

To AGENCY:

\_\_\_\_\_  
National City Police Department  
\_\_\_\_\_  
Manuel Rodriguez, Chief of Police  
\_\_\_\_\_  
1200 National City Blvd.  
\_\_\_\_\_  
National City, CA 91950  
\_\_\_\_\_

and/or such other persons or places as either of the PARTIES may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

15. Each individual executing this AGREEMENT on behalf of the PARTIES represent and warrant that he/she is duly authorized to execute this AGREEMENT on behalf of their respective party and that this AGREEMENT is binding thereto.

**CITY OF NATIONAL CITY**

**COAST COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Ron Morrison

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Chancellor, or President, Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Claudia Silva, City Attorney

\_\_\_\_\_

**ATTACHMENT A:**

**GOLDEN WEST COLLEGE**

**BASIC SWAT ACADEMY**

**Daily schedule\***

<b>Day 1</b>	<b>Presentation</b>	<b>Presenter</b>	<b>Location</b>	<b>Dress</b>
0730	Registration	R.K. Miller	GWC	P.T. Gear
0800	PT Testing	Sgt. Olson	GWC	P.T. Gear
0900	Intro to the SWAT Academy	Lt. Tidrick	GWC	P.T. Gear
1100	LUNCH			
1200	Officer Survival	Lt. Ed Deuel	GWC	P.T. Gear
1430	Tactical First Aid	Commander McGeachy	GWC	P.T. Gear
<b>Day 2</b>	<b>Presentation</b>	<b>Presenter</b>	<b>Location</b>	<b>Dress</b>
0630	PT Test Make up (if necessary)	R.K. Miller	GWC	SWAT Uniform
0800	Basic Entry lecture	R.K. Miller	GWC	SWAT Uniform
1230	LUNCH			
1330	Intro to Tactical Entries	Tactics Staff	GWC	SWAT Uniform
<b>Day 3</b>	<b>Presentation</b>	<b>Presenter</b>	<b>Location</b>	<b>Dress</b>
0800	Red Team: Tactical Simulator Silver Team: Chemical Agents & Less Lethal	Lt. Tidrick	GWC-Force Option Lab	SWAT Uniform
1000	Red Team: Chemical Agents & Less Lethal	Sgt. Myers Sgt. Myers	GWC GWC	SWAT Uniform SWAT Uniform
1200	Silver Team: Tactical Simulator LUNCH	Lt. Tidrick	GWC-Force Option Lab	SWAT Uniform
1300	Red Team: Tactical Simulator Silver Team: Scouting/Perimeters & Flashbangs	Lt. Tidrick Mr. Rivera	GWC-Force Option Lab GWC	SWAT Uniform SWAT Uniform
1500	Red Team: Scouting/Perimeters & Flashbangs Silver Team: Tactical Simulator	Mr. Rivera Lt. Tidrick	GWC GWC-Force Option Lab	SWAT Uniform SWAT Uniform

CJTC: 5/2014

\*Schedule is subject to change based on instructor and facility availability

<b>Day 4</b>	<b>Presentation</b>	<b>Presenter</b>	<b>Location</b>	<b>Dress</b>
0800	Operational Planning, CP OPS & Scenarios	Tactics Staff	GWC	SWAT Uniform
1200	LUNCH			
1400	Operational Planning, CP OPS & Scenarios (cont.)	Tactics Staff	GWC	SWAT Uniform
1530	Dry Fire Weapons Manipulations*	Tactics Staff	GWC	SWAT Uniform

\*NOTE: (No loaded weapons, no Flashbangs, no Chemical Agents etc.)

<b>Day 5</b>	<b>Presentation</b>	<b>Presenter</b>	<b>Location</b>	<b>Dress</b>
Simmunitions Safety Equipment and Converted Weapons required. (NO LIVE AMMUNITION OR LOADED WEAPONS ALLOWED)				
0800	Red Team: Active Counter Measures	Tactics Staff	Joint Powers HB Training	SWAT Uniform
1000	Silver Team: Force on Force*	Tactics Staff	Joint Powers HB Training	SWAT Uniform
	Red Team: Force on Force*	Tactics Staff	Joint Powers HB Training	SWAT Uniform
1200	Silver Team: Active Counter Measures	Tactics Staff	Joint Powers HB Training	SWAT Uniform
1300	LUNCH			
	Red team: Rappelling	Tactics Staff	Joint Powers HB Training	SWAT Uniform
	Silver Team: Vehicle Assaults	Tactics Staff	Joint Powers HB Training	SWAT Uniform
1500	Red team: Vehicle Assaults	Tactics Staff	Joint Powers HB Training	SWAT Uniform
	Silver Team: Rappelling	Tactics Staff	Joint Powers HB Training	SWAT Uniform

\* NOTE: Long Guns will have Chamber Safes or bolts out for Active Counter Measures Drills

<b>Day 6</b>	<b>Presentation</b>	<b>Presenter</b>	<b>Location</b>	<b>Dress</b>
0800-2100	Firearms/Includes Night Shoot	Tactics Staff	Prado Olympic Shooting Park	SWAT Uniform

<b>Day 7</b>	<b>Presentation</b>	<b>Presenter</b>	<b>Location</b>	<b>Dress</b>
0800-1700	Firearms (cont.) Diversionsary Devices	Tactics Staff	Prado Olympic Shooting Park	SWAT Uniform

CJTC: 5/2014

\*Schedule is subject to change based on instructor and facility availability

<b>Day 8</b>	<b>Presentation</b>	<b>Presenter</b>	<b>Location</b>	<b>Dress</b>
0800	Legal Aspects	Inv. Butcher/ Mr. Russell	GWC	SWAT Uniform
1000	Tactical Lessons Learned	RK Miller	GWC	SWAT Uniform
1200	LUNCH and travel to School			
1300	Red Team: Basic Movements	Tactics Staff	Mackay School	SWAT Uniform
	Silver Team: Chemical Agent Exposure	Sgt. Myers/Sgt. Sorenson	Mackay School	SWAT Uniform
1400	Red Team: Chemical Agent Exposure	Sgt. Myers/Sgt. Sorenson	Mackay School	SWAT Uniform
	Silver Team: Basic Movements	Tactics Staff	Mackay School	SWAT Uniform

<b>Day 9</b>	<b>Presentation</b>	<b>Presenter</b>	<b>Location</b>	<b>Dress</b>
0800	Entry Training: Slow/Deliberate & Dynamic Techniques*	Tactics Staff	Swain School	SWAT Uniform
1200	LUNCH			
1300	Entry Training: Slow/Deliberate & Dynamic Techniques*	Tactics Staff	Swain School	SWAT Uniform

\* NOTE: Simmunitions Safety Equipment and Converted Weapons required. (NO LIVE AMMUNITION OR LOADED WEAPONS ALLOWED)

<b>Day 10</b>	<b>Presentation</b>	<b>Presenter</b>	<b>Location</b>	<b>Dress</b>
0800	Entry Training: Dynamic Entries*	Tactics Staff	To be announced	SWAT Uniform
1200	LUNCH			
1300	Team Scenarios GRADUATION	Tactics Staff	To be announced	SWAT Uniform

\* NOTE: Simmunitions Safety Equipment and Converted Weapons required. (NO LIVE AMMUNITION OR LOADED WEAPONS ALLOWED)

CJTC: 5/2014

\*Schedule is subject to change based on instructor and facility availability

**ATTACHMENT B**

Golden West College

**BASIC SWAT ACADEMY**

(P.O.S.T. EXPANDED COURSE OUTLINE)

**I. Basic Concepts**

**A. Introduction**

1. **Definition:**  
A Special Weapons and Tactics (SWAT) team is any designated group of law enforcement officers who are selected, trained, and equipped to work as a coordinated team to resolve critical incidents that are so hazardous, complex, or unusual that they may exceed the capabilities of first responders or investigative units.
2. **Purpose:**  
The purpose of the SWAT training is to increase the likelihood of safely resolving critical incidents. The training addresses aspects that focus on effectiveness, safety and prevention of problematic critical incidents.

**II. Basic SWAT Team Operational Components**

Basic SWAT teams should develop resources sufficient to fulfill the following three minimum operational components:

**A. Command and Control Element**

1. Planning, organizing, staffing and directing the overall SWAT operation
2. Coordination with the Crisis Negotiations Team
3. Liaison with allied agencies
4. Mission documentation
5. Communications
6. Medical support
7. Mission debriefings

**B. Containment Element**

1. Control of Inner Perimeter
2. Evacuation
3. Tactical Deliveries (Chemical munitions, equipment, etc.)
4. Precision Long rifle/observer Deployment and Support

**C. Entry/Approach /Rescue Element**

1. Scouting missions
2. Breaching
3. Enter, search and secure objective(s)
4. Rescue operations
5. Subject/suspect detention

### **III. Basic Swat Program Topics**

- A. Introduction**
  - 1. Program Objectives
  - 2. POST SWAT Project and Guidelines
  - 3. Historical Perspective of the SWAT Concept
  
- B. Performance Evaluation of Team Members**
  - 1. Core Competency Training and Compliance
    - a. Participants must be in excellent physical condition.
    - b. Participants must be free of any injury or condition that would hinder their performance during the program.
    - c. Participants must be formally trained and currently qualified with the weapons and devices used during the program.
    - d. Participants must possess an average level of shooting skills.
    - e. Participants must have “on-duty” status with their agencies while attending the program.
    - f. Participants must be covered by Worker’s Compensation, or have a healthcare provider.
    - g. Presentational staff reserves the right to dismiss anyone at any time who does not exhibit the level of performance required to successfully complete the program.
  
- C. Policy Issues**
  - 1. Legal Issues/Civil Liabilities
  - 2. Use of Force
  - 3. Mutual Aid Procedure
  - 4. SWAT Policies and Procedures
  - 5. Importance of Correct Terminology
  
- D. Basic Concepts of SWAT**
  - 1. Common SWAT Responses
  - 2. Incident Command and Direct Supervision of the SWAT team
  - 3. SWAT Activation Criteria
  - 4. Team Composition and Duties
  
- E. Psychological Considerations**
  - 1. Post-Trauma Stress
  - 2. Stress Management
  - 3. Mental Conditioning for Confrontations
  
- F. Physical Considerations**
  - 1. Fitness Standards for SWAT Members
  - 2. Lifetime Fitness Recommendations
  - 3. Physical Training for SWAT Team Members
  - 4. Emergency Medical Procedures
  
- G. Overview of Individual and Team Equipment**
  - 1. Uniform Equipment

2. Weapons and Firearms
  3. Communication Devices
  4. Support Equipment and Technology
- H. Operational Planning
1. Importance of Planning
  2. Structured Planning Format
  3. Principles of Containment
  4. Intelligence Gathering
  5. Pre-Event Planning
  6. Contemporaneous Planning
  7. Implementation/Resolution
  8. Incident De-Briefing
- I. Overview of Specialized SWAT Functions
1. Canines
  2. Airborne
  3. Crisis Negotiations
  4. Explosive Breaching
  5. Long Rifle/Observer
  6. Rescue Operations
  7. Mobile Assaults
  8. SWAT Response to WMD-related incidents
- J. Command Post Operations
1. Field Command Post
  2. Tactical Operations Center
  3. Media Considerations
- K. Individual and Team Movements
1. Cover and Concealment
  2. Team Communications
  3. Overcoming Obstacles
  4. Practical Application
- L. Basic Entry and Search Techniques
1. SWAT Arrest and Control
  2. Buildings and Structures
  3. Mechanical Breaching
  4. Open Area Searching
  5. Practical Applications
- M. Chemical Agents in SWAT Operations
1. Overview of Chemical Agents
  2. Less Lethal Munitions
  3. Practical Applications
- N. Diversionary Devices
1. Overview of Diversionary devices
  2. Practical Applications

- O. Crisis Negotiation
  - 1. Negotiation Concepts and Strategies
  - 2. Relationship between SWAT and Crisis Negotiation Team
  
- P. Individual and Team Firearms Training
  - 1. Handguns
  - 2. Shoulder-fired Weapons
  - 3. Practical Applications
  
- Q. Training Scenarios and Problem-Solving Simulations
  - 1. Table Top Exercises
  - 2. Reality-based Exercises

## II. SWAT Core Competencies

- A. Weapons, Munitions, and Equipment
  - 1. Armored Vehicle Operations
  - 2. Equipment Familiarization and Maintenance
  - 3. Firearms Skills (live fire)
    - a. Handgun
    - b. Low light/night training
    - c. Shoulder-fired weapon
  - 4. Individual Operator's Uniform Maintenance and Wear
  - 5. Ladder and Other High Angle Access
  - 6. Lighting Systems (personal, weapons, other)
  - 7. Mechanical Breaching
    - a. 12-gauge shotgun breaching
    - b. Rams, picks, pullers, etc.
  - 8. Munitions
    - a. Chemical Agents: Options and delivery systems
    - b. Less lethal impact munitions and delivery
    - c. Light/sound diversionary devices
    - d. Other less lethal devices
  - 9. Night Vision Equipment
  - 10. Use of Ballistic Shields
  - 11. Weapons Maintenance
  
- B. Individual and Team Movement/Tactics
  - 1. Active Shooter Response
  - 2. Aircraft Intervention
  - 3. Barricaded Subject Operations
  - 4. Booby Traps
  - 5. Camouflage Techniques
  - 6. Conducting Evacuations
  - 7. Containment Techniques
  - 8. Cover and Movement
  - 9. Covert Clearing
  - 10. Downed Officer/Citizen Rescue
  - 11. Dynamic Clearing
  - 12. Emergency Deployment Techniques
  - 13. Entries
  - 14. High Risk Warrant Service

- a. Contain and call-outs
  - b. Dynamic
  - c. Remote Takedowns
  - d. Ruses, etc.
- 15. Homicide Bomber
  - 16. Immediate Action Drills
  - 17. Long Rifle initiated Assault
  - 18. Night Movement
  - 19. Rappelling (rural and/or urban)
    - a. Airborne
    - b. Static
  - 20. Reactionary Responses
  - 21. Rescue Operations-Basic
  - 22. Rural Operations
  - 23. Scouting
  - 24. Searching Techniques
  - 25. Small Unit Tactics
  - 26. Tactical Operations Center
  - 27. Vehicle Assaults
    - a. Bus assaults
    - b. Car/van/truck assaults
- C. Decision-Making
- 1. Mission and Tactical Contingency Planning
  - 2. Training Simulations (scenario-based training)
  - 3. Barricaded subject/suspect
  - 4. High Risk Warrant (dynamic, contain and call-outs, etc.)
  - 5. Hostage Situations
    - a. Suicide intervention
    - b. Other
  - 6. Warrant Service Work-ups and Planning
- D. Specialized Functions and/or Supporting Resources
- 1. Airborne Operations
  - 2. Counter-Terrorism
  - 3. Executive Protection
  - 4. Explosive Breaching
  - 5. Long Rifle/Observer
  - 6. Marijuana Grow Operations
  - 7. Rescue Operations – Advanced
  - 8. Riot Response
  - 9. Surveillance
  - 10. SWAT Canine Integration
  - 11. Tactical Emergency Medical Support
  - 12. Team Leader Training
  - 13. Train/Trolley Assaults
  - 14. Waterborne Operations
  - 15. WMD Response

**Physical Fitness for SWAT Officers**

**SWAT ACADEMY: PRE-REQUISITE TEST**

**P.T. REQUIREMENT**

Pre-requisite: Qualifications for all Participants in the SWAT ACADEMY at GWC-CJTC

**Strength Tests**

<b>Age:</b>	<b>Under 30</b>	<b>30-39</b>	<b>40-49</b>	<b>50+</b>
Push ups	40	35	25	18
Sit-ups	45	40	35	30
Pull ups	8	6	5	4

**1.5 mile run**

<b>Age:</b>	<b>Under 30</b>	<b>30-34</b>	<b>35-39</b>	<b>40-44</b>	<b>45-49</b>	<b>50+</b>
Time:	11:30	12:00	12:30	13:00	13:30	14:00

- I. Introduction
- II. Overview of class
  - A. Importance of being physically prepared
  - B. Physical Readiness
    - 1. Ready to be deployed at any time
      - a. physically fit
      - b. psychologically fit
- III. Assessment of physical fitness  
 Capability in special areas of fitness
- IV. Activities
  - A. Agility: Move body quickly in four directions (forward, backward, sideways left and right).
    - 1. Participant will learn, practice and be timed on an agility program
    - 2. Participant will learn his/her level of performance by comparing his/her time against the test standard.
  - B. Power: Measures explosive strength of legs.
    - 1. Participant will perform the standing long jump several times
    - 2. Best distance achieved will be compared against the test standard
  - C. Flexibility: Ability of the body to flex and bend.
    - 1. The flexibility of the legs and back will be measured
    - 2. Performance on a sit and reach flexibility test will be compared against the test standard
  - D. Balance: Ability to control and maintain bodily equilibrium.
    - 1. Participant will perform a "one-foot" balance test
    - 2. Participant will learn his/her performance based on a timed measurement compared to the test standard
  - E. Strength and Endurance: Measures the capacity of the arm and chest muscles to perform repeated exercise at a high proportion of the body weight.
    - 1. Based on the participant's body weight:

- a. males - will bench press as many times as possible a weight that is 75% of their body weight
  - b. females- will bench press 45% of their body weight as many times as possible
2. Participants will learn their capacity for muscle strength and endurance by comparing the number of repetitions completed compared to the test standard
- F. **Body Composition:** Measurement will determine the percent of fat of the participant.
  1. Skin-fold assessment of the participant will be made by the Presenter
  2. Participant will learn to calculate percent of fat using numbers determined by the assessment
- G. **Coordination:** Measures the ability to perform coordinated eye-hand movement quickly against the clock.
  1. Participant will learn, practice and be tested against the clock on his/her ability to move objects with the dominant hand in a precise, coordinated sequence
  2. Participant will learn his/her category of fitness by comparing his/her time against the test standard.
- H. **Reaction Time:** Measures the ability to physically react and move quickly to a visual stimulus.
  1. Participant will be given time to practice the exercise before being tested
  2. Participant will compare his/her average time against the test standard to find his/her category of fitness
- I. **Speed:** Measures the ability to run 50 yards from a standing start, as fast as possible.
  1. After a suitable warm-up and stretching period, participant will run 50 yards from a standing start as fast as possible.
  2. Participant will compare his/her time for a 50 yard sprint against the test standard to learn his/her fitness for speed
- J. **Cardio-respiratory Endurance:** Measures the fitness of the heart and lungs.
  1. Participant will perform a 1.5 mile jog/run for time
  2. Participant will compare his/her time against the test standard to learn his/her level of cardio-respiratory fitness.
- V. Presenter will give a presentation on interpreting the results of the physical and sport fitness assessments.
- VI. The Presenter will conclude with a presentation on how to make improvements in the assessed areas. Information will be given on the types of activities and the frequency, intensity, and time training necessary each week to improve in each of the fitness areas measured.

**ATTACHMENT C**

Golden West College

**BASIC SWAT PROGRAM**

(P.O.S.T. SAFETY REQUIREMENTS AND GUIDELINES)

**I. GENERAL SAFETY POLICY**

It is the policy of the Golden West College Criminal Justice Training Center to conduct all training in a manner which promotes an overall attitude of safety. All staff and Presenters shall manage and facilitate the learning process to accomplish this goal.

**A. RESPONSIBILITIES – ADMINISTRATION AND STAFF**

1. Administration shall ensure that advance notice is provided to trainees and their agencies regarding anticipated physical demands and/or physical performance standards.
2. Administration shall ensure that all Presenters are provided with a written copy of the general safety policy and the specific safety policies which pertain to their program of Presentation.
3. Administration shall ensure that emergency communications are accessible at all training sites, including a medical aid kit.
4. Administration shall ensure that at least one Presenter, either directly involved in the training event or immediately available at the training site, be trained in First Aid/CPR.
5. Administration shall ensure that emergency notification information is maintained on each participant for the duration of the specific program
  - a. participants' emergency notification card shall be with the lead Presenter at all times while the class is in session
6. Administration shall coordinate notifications of outside agencies impacted by specific training situations.
7. Administration shall ensure that staff to participant ratios for each psycho-motor skill area are established and maintained. Reassessment of the staff to participant ratios shall be initiated when curriculum changes are proposed or when the program structure is modified.

**B. RESPONSIBILITIES – PRESENTERS**

1. Presenters shall be responsible for conducting safety inspections or otherwise assessing the safety of the equipment and facilities used for training.
2. Presenters shall be aware of environmental factors, such as weather or air quality, and adjust the Presentation as necessary.
3. Presenters shall incorporate the safety policy into their lessons plans and shall orally review the policy with the class. The safety policy is also written into the program handouts.
4. Presenters shall follow the expanded program outline as submitted to POST.
5. Presenters shall advise all participants of their responsibility to report any unsafe actions during training.

6. Presenters shall notify administration of any potential impact of their specific training on outside agencies.
7. Presenters shall adhere to all policies, rules, regulations, ordinances and laws concerning their conduct while interacting with Participants.

**C. RESPONSIBILITIES – PARTICIPANTS**

1. All participants shall be provided with a copy of all safety guidelines as part of the program handouts.
2. All participants shall sign a form that states that they have read and understood all the safety guidelines and that they will adhere to them at all times during the program.
3. Participants shall immediately notify the program Presenter of any known pre-existing medical condition which is likely to be aggravated during training or will affect performance during training.
4. Participants shall be required to provide evidence of medical or physical fitness for training if the Presenter questions their ability to perform safely.
5. Participants shall immediately notify the program Presenter of any injury sustained during training.
6. Participants shall be responsible for adhering to all safety requirements while attending programs at the Golden West College – Criminal Justice Training Center.

**D. REPORTING OF INJURIES**

1. In the event of an injury, Golden West College has a specific protocol to follow.
  - a. All injuries shall be confirmed in writing on a GWC Injury Report Form and forward to GWC campus Fiscal Services office and the District Main Office.

**E. EMERGENCY RESPONSE**

In situations where there is an immediate threat to a person's life, initiate a 911 call to dispatch an ambulance – and then provide immediate First Aid.

Also:

1. Report to GWC Health Center 714-895-8379
2. Report to Public Safety 714-895-8924
3. Notify Criminal Justice Training Center 714-895-8369
4. File Participant Accident/Incident Report within two days. Send original to Administrative Service and copy for the file.

**F. URGENT RESPONSE:**

Non-life threatening situations where immediate assistance is needed:

1. Contact Health Center 714-895-8379 and Public Safety at 714-895-8924
  - a. If necessary, transportation arrangement for URGENT cases will be arranged by Health Services or Public Safety
2. Provide immediate First Aid until help arrives

3. File Participant Accident/Incident Report within two days

**G. ROUTINE RESPONSE:**

For treatment of minor illness or injury:

1. Request assistance from Health Center and or Public Safety.
2. Provide immediate First Aid until help arrives if necessary, transportation arrangement for ROUTINE cases will be arranged by Health Services or Security.
3. File participant Accident/Incident Report within two days.

**SAFETY POLICY: FIREARMS**

**I. SAFETY POLICY – FIREARMS - PURPOSE**

- A. The purpose of these guidelines is to promote a high level of protection for participants engaging in the Firearms portion.
- B. The guideline contained herein are specifically intended to apply a training experience, skills orientated firearms and safety proficiency.
- C. It is the intent of these guidelines to conform to the P.O.S.T. GUIDELINES FOR PARTICIPANT SAFETY IN CERTIFIED PROGRAMS Manual Part I, Section 1.0, Guideline 1.0, Section 1.1 WRITTEN POLICY GUIDELINES et al. Published 1990.

**II. RESPONSIBILITIES – ADMINISTRATION AND STAFF**

- A. General safety rules as well as procedures unique to each firearms training facility have been developed, reduced to writing, and communicated to participants prior to each training session.
- B. All participants shall be provided a copy of these guidelines as part of the program handouts.
- C. A copy of all safety guideline policies shall be incorporated into the lesson plan of the Firearms lesson plan.
- D. To insure consistency and continuity, ALL Presenters will be required to adhere to the approved lesson plan
  1. Changes or substitution of curricula can invite unwarranted risk to participants and are not allowed
  2. Proposed additions or changes in program content shall be presented to the Criminal Justice coordinator BEFORE a program begins. The coordinator shall carefully evaluate the additions or changes before any approved changes are made.
  3. Changes in program content which impact the Expanded Program Outline must be submitted to P.O.S.T. for approval before implementation as required by P.O.S.T. regulations.

**III. RESPONSIBILITIES – PRESENTERS**

- A. All Presenters involved with the presentation of the Firearms portion of the SWAT academy shall demonstrate a proactive safety attitude and exhibit a professional demeanor at all times.

- B. At least one Presenter involved in the presentation of the Firearms class shall be certified in the administration of First Aid and CPR.
- C. Participants are queried to identify any pre-existing injuries or medical conditions which may affect their ability to safely participate in the Firearms training class.
- D. When the Presenter has doubts as to the participant's ability to safely perform any of the required training, the participants required to provide evidence of medical fitness for training.
  - 1. When doubt exists as to the participant's ability to safely perform any training task, Presenters shall exclude the participant from training.
  - 2. Evidence of medical fitness may include a clearance from a physician, or an attestation by the participant's employing agency that such medical clearance has been obtained.
- E. Presenters of the Firearms class shall maintain a high level of discipline over the participants at all times.
- F. During heat waves or other adverse climatic conditions, the pace of the Presentation and intensity level shall be reduced to avoid participant injury or illness.
- G. Presenters of the Firearms class shall wear clearly identifiable clothing.

#### **IV. PRESENTER QUALIFICATION**

The primary Presenter of the Firearms training programs shall have attended a POST Certified Firearms Presenter Program, or its equivalent.

#### **V. PRESENTER TO PARTICIPANT RATIO**

Due to the inherent danger of firearms, the number of Presenters shall be sufficient to provide adequate supervision over each participant. During the practical application portion of the Firearms class, the Presenter to participant ratio shall be: five participants or less to each Presenter. (5:1)

#### **VI. FACILITY GUIDELINES**

General:

- A. The training site is located so as to reduce potential hazards to the public caused by the firing of weapons.
- B. The training site is located in an area that minimizes the fire hazard to structures and vegetation.
- C. The site is reasonably free of loose gravel, rocks, or other debris which could become unintended flying objects.
- D. Restroom facilities and drinking water are available at the training site or in the immediate vicinity.
- E. A telephone or an emergency radio communications device is immediately accessible in the event of an emergency requiring outside assistance.
- F. A fire extinguisher is readily available at the training site whenever metal targets are utilized in flammable surroundings.

- G. An appropriate First Aid Kit and trauma kit is readily accessible at the training site. Included in the kits are the appropriate materials for the treatment of gunshot wounds or other life threatening events.
- H. All targets will be set up in such a manner as to minimize the danger of ricochets.
- I. Adequate emergency lighting shall be provided at the site of any night firearms training
- J. Safe areas are designated to accommodate persons who are not directly engaged in shooting, including areas for cleaning, and unloading and reloading with duty ammunition.

## **VII. EQUIPMENT GUIDELINES**

- A. All participants while shooting any firearm will be required to wear eye and ear protection or when they are in the immediate vicinity of the firearms program.
- B. Use of appropriate body armor during shooting programs will be encouraged.
- C. All weapons will be de-cocked and holstered and placed on “safe” before and during any individual movement from one position to another.
- D. All weapons will be inspected before use on the range.
- E. Clothing and footwear will be inspected prior to the program of fire to ensure safety of movement over and around barricades.
- F. Presenters will carry a communication device to announce a “stop” of all range activity in the event of a safety violation or emergency.

## **VIII. PRESENTATION GUIDELINES**

- A. Classroom Presentation will be done with the use of unloaded weapons.
- B. At no time will a “live” weapon of any type be brought into the classroom or lecture environment except at the firearms range during live firearms demonstration.
- C. All range safety rules will be re-emphasized to participants before any live range training.
- D. Specific procedures for handling weapon malfunctions, ammunition failures and other unusual occurrences will be reviewed before live fire training.
- E. All participants must “walk through” the entire tactical firearms program with the lead Presenter.
- F. Participants will be encouraged to wash their hands and face thoroughly after shooting to remove any lead-particles or other harmful debris.
- G. Any intentional violation of these safety guidelines or gross display of improper range procedures or lack of sound judgment, which in the Presenters mind, places the participant or others in safety jeopardy will result in the immediate removal of the participant from the program.

## **IX. FIRING RANGE**

- A. Emergency Plan and Procedures

- B. First Aid and Trauma Kit
- C. Range Rules: Evans Shooting World
- D. Range Rules: Prado Olympic Shooting Park

## **SAFETY POLICY: RANGE**

### **I. RANGE RULES - PURPOSE**

- A. It is the policy of the Golden West College – Criminal Justice Training Center to conduct all training in a manner that promotes an overall attitude of safety.
- B. The purpose of these guidelines is to promote a high level of protection for participants while engaged in specialized skills training at a firing range.

### **II. RESPONSIBILITY – ADMINISTRATION AND STAFF**

- A. These guidelines are specifically intended to apply to
  1. training experience
  2. skills performance
  3. safety proficiency
- B. All staff and Presenters shall manage and facilitate the learning process to accomplish this goal.

### **III. RESPONSIBILITIES – PRESENTERS**

- A. In matters of safety and operating procedures, the RANGE MASTER is the supreme authority on the shooting range. Any deviation from their commands, orders and decisions may be grounds for immediate removal from the class and the shooting range. Dependent upon circumstances and the program of Presentation, Range Safety Officers and/or Firearms Presenters may have the same authority as that of the Range Master.
- B. The Range Master, Firearms Presenter and/or Range Safety Officer have the authority to inspect any and all weapons and ammunition on the range for safety. Refusal to submit said articles for inspection upon request is grounds for immediate suspension or range privileges.
- C. The Range Master, Firearms Presenter and /or Range Safety Officer have the authority to immediately withdraw range privileges for any person for cause and may order said person to leave.

### **III. RESPONSIBILITIES – PARTICIPANTS**

- A. It is the responsibility of each participant to ensure that all firearms are carried in a safe manner:
  1. Revolvers shall be carried either holstered, cased or with the cylinder opened and the chambers empty.
  2. Semi-Automatic pistols shall be carried either holstered, cased or with the slide locked in the rear position and magazine removed.
  3. Special weapons such as shotguns, rifles, sub machine guns, gas guns, etc., shall be carried with the action open and all magazines, clips and projectiles removed unless trained to do otherwise.

- B. All persons on the firing line shall adhere to the following regulations:
1. With the exception of the Range Master, Firearms Presenter or Range Safety Officer, only those persons assigned to the firing line shall be permitted on the line during shooting exercises.
  2. All persons designated as shooters on the firing line shall un-holster and load only upon command of the Presenter or Range Safety Officer. Shooters shall unload and appropriately store their weapons upon command.
  3. Unless specifically trained by the Firearms Presenter or Range Safety Officer, all weapons on the firing line shall be pointed down range during live fire training.
  4. No malfunctioning weapon shall be removed from the firing line without first notifying the Firearms Presenter or Range Safety Officer as well as clearing the malfunction and removing all ammunition.
- C. The following “Cardinal Rules of Firearms Use” shall be observed by all participants:
1. Treat all weapons as if they were loaded. Never assume that you know a weapon's condition.
  2. Treat all guns as though they are loaded.
  3. Never point a firearm at anyone unless you are justified and willing to shoot that person.
  4. Strictest discipline must be maintained. Carelessness will not be tolerated.
  5. All firearm training must be properly and adequately supervised.
  6. On picking up a firearm, open cylinder and check to see that it is unloaded.
  7. Never give a firearm to or take a firearm from anyone unless the cylinder is open.
  8. Never anticipate a command, wait for it.
  9. Before loading a firearm, be sure there is no obstruction in the barrel.
  10. Load only after position is taken at the firing line and the command to load has been given.
  11. Unload when and as trained
  12. Keep the firearm pointed down range at all time.
  13. Keep the finger away from the trigger except when ready to fire.
  14. No smoking on the firing line.
  15. No talking on the firing line except for Presentations to the shooters.
  16. Never permit the muzzle of a firearm to touch the ground.
  17. Never let the hammer down on a live cartridge without placing the thumb behind the hammer and releasing the trigger.
  18. In case of a misfire, keep the muzzle pointed down range for at least thirty seconds and raise empty hand to signal Presenter.

19. Never fire a succeeding shot after a malfunction. Keep muzzle pointed down range and raise free hand to summon Presenter.
20. Never leave the firing line without first unloading your firearm.
21. Never walk in front of the firing line until it has been cleared and the command is given to go forward.
22. Never carry a loaded firearm on the range except when on the firing line.
23. Never dry fire on the range except under supervision of the Presenter.
24. Pay strict attention to the range officer; he will tell you exactly what to do.
25. No one should be on firing line except those firing.

D. Every participant shall wear eye and ear protection while engaged in shooting or while in the immediate vicinity of the firing line

#### IV. EQUIPMENT GUIDELINES

- A. Ear protection and wrap around eye protection are **MANDATORY** on the range during live fire training
- B. Other required equipment may include:
  1. Baseball caps, ballistic helmets, or other headgear
  2. Clear eye protection for night shoots
  3. Long sleeve shirt/jacket
  4. Body armor
  5. Elbow and knee pads

#### LESS LETHAL MUNITIONS

##### A. FACILITIES GUIDELINES

1. Rules of the facility shall be clearly posted.
2. Presenter shall conduct routine and regularly scheduled inspections of the facility and its environs to ensure that site-specific factors have not unexpectedly changed to the point that it might present a safety issue.
3. Each Presenter/ (or staff of facility use) shall supply in written form, the facility rules to each participants. Each participant will sign and return this form to the facility Presenter prior to the commencement of training.
4. Each less lethal munitions training facility shall have a reasonably contained perimeter designated by means of warning signs, fencing, or both, to prevent unauthorized entry.

5. It is important that all persons in the vicinity of a less lethal munitions training facility are aware of the activities that occur there. Signs shall be posted conspicuously and far enough away from the shooting area to provide a wide margin of safety.
6. Staff conducts an evaluation of the environment to ensure that temporary or permanent hazards are appropriately addressed.
7. Each less lethal munitions training facility shall have a reasonably contained perimeter designated by means of warning signs, fencing, or both, to prevent unauthorized entry.
8. Conspicuous signage will designate safe areas to accommodate persons who are not directly engaged in training. **These safe areas** are clearly identifiable to the participant and appropriate devices for the safe loading and unloading of less lethal munitions shall be available. Staff shall monitor participant activity to ensure that procedures are followed.
10. Each less lethal munitions training facility shall have a communications process which is capable of clearly transmitting Presentations to all persons at the facilities.
11. The process shall be sufficient to stop action and ensure that verbal commands are clearly understood by shooters on the firing line. The communications process may also include the use of lights, flags, hand signals, whistles, or horns.
12. Facilities and projectile impact areas shall be inspected prior to each training session for apparent hazards.
13. Facility conditions can change on a daily basis. Problems can be created by weather changes, intrusion of ground burrowing animals, or faulty equipment. Facility inspections shall be initiated prior to the beginning of each training session, upon return to the facility, and following any break in training.
14. Periodic maintenance and inspection of the projectile impact areas shall be conducted for ricochet hazards. All weapons shall also be inspected for operability by staff prior to the start of live fire training
15. Adequate lighting shall be provided at the site of any nighttime less lethal munitions training.
16. Weather conditions shall be considered with regard to the need to provide shaded areas, shelter, or protective clothing.
17. Indoor facilities shall have adequate ventilation.
18. First Aid Kit and emergency notification procedures are readily accessible at each training site. Training facilities that have multiple areas equip each area with a First Aid kit. Each first Aid Kit shall include compresses and specific materials suitable for the control of bleeding and emergency treatment of gunshot wounds.
19. Presenters are trained in First Aid and Basic Life Support Techniques and shall be available to treat injured persons.
20. Staff shall ensure that firing and deflection angles do not compromise the safety of participants or other personnel
21. Participants/staff shall be encouraged to report ricochet hazards to the Presenter

**B. EQUIPMENT GUIDELINES**

1. Every person shall be required to wear eye and ear protection (when appropriate) while engaged in shooting or while in the immediate vicinity of the firing line, or in another type of hazardous training area.
2. Extra protective equipment shall be on hand for use by visitors, or in the event a participant needs a replacement. All safety equipment shall meet or exceed current ANSI standards
3. The use of soft body armor is encouraged in all shooting programs.
4. Presenters shall determine the appropriate holster, or method of carry for each firearm or less lethal device.
5. Each weapon shall be inspected for operability prior to use in training.
6. A safety check of weapons shall be initiated following any break in training or whenever participants have been allowed to leave the training site. A safety check conducted after lunch breaks, transportation to remote facilities, or other breaks in training helps to ensure that munitions have not been inadvertently loaded. Periodic safety checks throughout the training day may also be appropriate.
7. Clothing and footwear appropriate to the program of fire and terrain of the facility shall be required. Clothing shall cover areas that could be injured in any of the positions the shooter is expected to assume.
8. The use of distinctive clothing, headgear, armbands, etc., by the Presenters is used so that staff is easily identifiable.

**C. PRESENTER QUALIFICATIONS**

1. Presenters in approved less lethal munitions programs have successfully completed a POST certified Less Lethal Munitions Presenter Program or its equivalent.

**D. PRESENTER TO PARTICIPANT RATIO**

1. The established ratio of less lethal munitions training of Presenter to participant shall be 2:1 or 1:1 as appropriate in tactical or moving programs of fire.

**E. PRESENTATION GUIDELINES**

1. General facilities safety rules shall be reemphasized to participants immediately prior to facilities training. The facility safety rules shall be posted in a conspicuous location so that participants can quickly and regularly review the correct procedures.
2. Procedures for handling weapon malfunctions, ammunition failures and other unusual occurrences shall be reviewed prior to live-fire training.
3. Participants are trained to keep their fingers outside the firearm's trigger guard until a target is available for shooting and they decide to fire. Keeping the trigger finger outside of the weapon's trigger guard will help prevent accidental or unintentional discharges.
4. Participants shall be given a general orientation to any tactical shooting program where live fire will be used prior to the application phase of training. An orientation on the overall expectations of a tactical shooting exercise will generally enhance safety and positively impact the training experience. This shall ensure safety by providing the participant with a general expectation of what may occur. Participants shall

not be exposed to an "unknown" situation that deliberately taxes discretionary abilities and manipulative skill since this may enhance a training experience significantly.

5. Participants shall be trained to wash their hands, face, and clothing thoroughly after training to remove any lead particles or other debris deposited as a result of the weapon's discharge. They shall also be trained in the danger of lead deposits to children and pregnant women, and what precautions they shall take to safeguard them.

## **DESTRUCTIVE DEVICES**

### **A. FACILITIES GUIDELINES**

1. General safety rules and procedures on the use of each type of destructive device shall be developed, reduced to writing, and communicated to Presenters and participants prior to each training session.
2. Sound/light diversionary devices, sound/light diversionary devices containing chemical agents, sting ball grenades, and sting ball grenades containing chemical agents are all identified as destructive devices.
3. The location selected for deployment of destructive devices shall be reasonably free of loose gravel, rocks, or other debris which could become secondary missiles increasing the potential for injury.
4. Destructive devices shall never be deployed in areas where highly combustible materials or flammable vapors are present or suspected.
5. The deployment of a sting ball grenade or other sound/light diversionary devices in a confined environment shall be restricted to areas of adequate size and appropriate construction so as to limit the hazard caused by over-pressure.
6. Deployment of sound/light or related diversionary devices for training purposes shall occur only in areas where proper ventilation is provided.
7. When deploying sound/light and related diversionary devices in training, participants shall be positioned to avoid flying debris.

### **B. EQUIPMENT GUIDELINES**

1. Every person shall be required to wear FULL BODY protection if located within the effective range of a sound/light or sting ball device
2. All persons who are required to deploy or handle a live sound/light or pyrotechnic device shall be provided with fire retardant protective gloves.

### **C. PRESENTER QUALIFICATIONS**

1. Each Presenter has successfully completed a POST-certified Diversionary Device Presenter Program or its equivalent.

### **D. PRESENTER TO PARTICIPANT RATIO**

1. The established ratio of sound/light diversionary devices, sting ball grenades, or other pyrotechnic diversionary device training of Presenter to participant shall be 2:1, or 1:1, as appropriate in actually deploying a diversionary device or is exposed to its effects.

## **E. PRESENTATION GUIDELINES**

1. The presenter's general safety rules shall be reviewed with participants immediately prior to the application phase of diversionary device training.
2. Specific procedures for handling accidental deployment, as well as malfunctions, and other unusual occurrences shall be reviewed immediately before any diversionary device is ignited.
3. All classroom Presentation or orientations shall be accomplished with inert devices.
4. Presenters are aware of the particular hazards associated with each device used in training and must deploy each accordingly.
5. Sound/light, sting ball, and related diversionary devices shall never be thrown directly at or over the heads of participants.
6. Participants who are exposed to the effects of sound/light diversionary devices, sting ball grenades, or related diversionary devices shall be provided with safety equipment such as hearing protection, eye protection, appropriate glove (hand) protection, ballistic vests, or other appropriate safety gear.
7. Participants shall be trained in the correct safety procedure when a device fails to ignite. Disposal of a "dud" device is the responsibility of the Presenters. The specific procedures are contained in the presenter's written safety policy.
9. Participants shall be trained not to remove the safety pin from any sound/light, sting ball grenade, or other diversionary device until just prior to deployment
10. Participants shall be trained to hold sound/light, sting ball grenades and other diversionary devices with the safety lever or "spoon" positioned in the web of the strong hand. The safety pin shall be accessible to the participant's weak hand until after the device has been deployed.
11. Participants shall not throw, launch, or otherwise deploy diversionary devices unless they have a clear view of the area where the device is intended to land.

## **TACTICAL OPERATIONS**

### **A. FACILITIES GUIDELINES**

1. General safety rules and procedures on the use of each tactical operations training site has been developed, reduced to writing, and communicated to Presenters and participants prior to each training session.
2. The tactical operations training site shall be located in an area that reduces potential hazards to the public.
3. **Safe areas** shall be designated to accommodate persons who are not directly engaged in training.

### **B. EQUIPMENT GUIDELINES**

1. Presenters shall ensure that participants engaging in tactical operations training have access to serviceable and appropriate safety equipment as required by the specific tactical discipline to be taught.

2. A fire extinguisher shall be readily available during any tactical operations training where a fire hazard may exist.
3. Protective equipment shall be provided or required when paint guns or other projectile-firing weapons are employed in tactical operations training. Eye and ear protection as well as heavy clothing and groin protection shall be required when paint guns or other projective-firing weapons are utilized in training. Use of helmets, full-face shields and body armor is also strongly encouraged.
4. Protective equipment shall be provided or required when blanks are used as a training aid. Eye and hearing protections shall be required.
5. Distance restrictions are established when blanks are used as a training aid.
6. Firearms used in tactical operations training scenarios, role-play, arrest simulations, or weapon takeaway and retention exercises shall be rendered incapable of firing a live round.

**C. PRESENTER QUALIFICATIONS**

1. Presenters of tactical operations training programs are appropriately qualified, based upon their experience, knowledge, and ability.

**D. PRESENTER TO PARTICIPANT RATIO**

1. The established ratio of Presenter to participant shall be 2:1, or 1:1 as appropriate when high-risk techniques are involved.

**E. PRESENTATION GUIDELINES**

1. Presenters shall maintain an appropriate level of discipline over participants at all times.
2. Presenters shall conduct a briefing of role players before the application phase of incident simulations or field scenarios.
3. Training facilities shall be inspected prior to the application phase of training.
4. The Presenters shall conduct a pre-training inspection of participant clothing and personal equipment prior to its use in the tactical operations training program.
5. Presenters shall conduct a safety check of all weapons and ammunition prior to training, following any break in training, or where participants or role players have been allowed to leave the training site.
6. Presenters shall be aware of physical fatigue factors that affect the ability of the participant to perform safely.
7. An inspection of any props used shall be conducted prior to the application phase of training.
8. Strenuous exercise shall be avoided during periods of poor air quality in conformance with the Air Quality Index (AQI).
9. General safety rules shall be reviewed prior to the application phase of training.
10. Safety rules and precautions applicable to the particular tactical discipline or training task shall be reviewed prior to the application phase of training

11. Minimum conditioning guidelines shall be considered for participants engaging in tactical operations training. Participants shall be provided with a list of specific physical performance requirements, physical fitness expectations, and testing standards prior to participating. (*SWAT Physical fitness pre-test*)
12. The Presenters and the participants share responsibility to stop action when a safety breach is observed or other problem occurs. Participants shall be made aware of the appropriate immediate stop action procedure when a safety problem is perceived which may cause injury to anyone. This also underscores the reasonable responsibility of both participant(s) and Presenter(s) to stop action when hazards are observed.

## **SAFETY POLICY: CHEMICAL AGENTS**

### **I. CHEMICAL AGENTS POLICY GUIDELINES - PURPOSE**

- A. The purpose of these guidelines is to promote a high level of protection for participants engaging in the Chemical Agents portion.
- B. The guidelines contained herein are specifically intended to apply to a training experience, as opposed to a true tactical event. Therefore some precautions suggested in these guidelines may be inadvisable or inappropriate during an actual tactical emergency situation.
- C. It is the intent of these guidelines to conform to the P.O.S.T. GUIDELINES FOR PARTICIPANT SAFETY IN CERTIFIED PROGRAMS Manual Part I, Section 1.0, Section 1.1 WRITTEN POLICY GUIDELINES et al. Published 1990.

### **II. RESPONSIBILITIES – ADMINISTRATION AND STAFF**

- A. General safety rules as well as procedures unique to each Chemical Agents Training event are developed, reduced to writing, and communicated to participants prior to each training session.
- B. A copy of all safety guideline policies is incorporated into the lesson plan of the Chemical Agent lesson plan.
- C. To insure consistency and continuity, all Presenters will be required to adhere to the approved lesson plan.

### **III. RESPONSIBILITIES – PRESENTERS**

- A. All Presenters involved with the Chemical Agent class shall demonstrate a proactive safety attitude and exhibit a professional demeanor at all times.
- B. Presenters of the Chemical Agent class shall maintain a high level of discipline over the participants at all times.
- C. At least one member of the Presenters involved in the presentation of the Chemical Agents class shall be certified in the administration of First Aid and CPR.
- D. Participants are queried to identify any pre-existing injuries or medical conditions which may affect their ability to safely participate in the chemical agent training class.

- E. When the Presenter has doubts as to the participant's ability to safely perform any of the required training, the participant is required to provide evidence of medical fitness for training.
- F. When doubt exists as to the participant's ability to safely perform any training task, Presenters shall exclude the participant from training.
- G. Evidence of medical fitness may include a clearance from a physician, or an attestation by the participant's employing agency that such medical clearance has been obtained.
- H. During heat waves or other adverse climatic conditions, the Presenter's pace and intensity level should be reduced to avoid participant injury or illness.

#### **IV. PRESENTER QUALIFICATION**

The primary Presenter of chemical agent training programs shall have attended a P.O.S.T. certified Chemical Agent Presenter Program, or its equivalent.

#### **V. PRESENTER TO PARTICIPANT RATIO**

- A. Since participant reactions to the effects of chemical agent exposure vary widely, the number of Presenters must be sufficient to provide adequate supervision over each participant.
- B. During the practical application portion of the chemical agent class, the Presenter-to-participant ratio shall be five participants or less to each Presenter (5:1).
- C. This will also include a Presenter acting as a Range Safety Officer.

#### **VI. FACILITY GUIDELINES (CJTC Campus)**

- A. The training site is located so as to reduce potential hazards to the public caused by the release of chemical agents.
- B. The training site is located in an area that minimizes the fire hazard to structures and vegetation.
- C. Restroom facilities and drinking water are available at the training site or in the immediate vicinity.
- D. A telephone or an emergency radio communications device is immediately accessible in the event of an emergency requiring outside assistance.
- E. A fire extinguisher is readily available at the training site.
- F. An appropriate First Aid Kit is readily accessible at the training site
  - 1. Campus emergency services are also available

#### **VII. PRESENTATION GUIDELINES**

- A. Classroom Presentation is done with the use of inert devices, slides, or other appropriate visual aids.

- B. During practical field demonstrations of the use of chemical agent munitions, Presenters should be aware of the particular hazards associated with the specific types of devices used in the training program and deploy them accordingly to the manufacturer's suggested recommendations.
- C. The Presenters shall supervise the decontamination of participants exposed to chemical agents.
  - 1. Remove the participant from the contaminated area to an upwind condition
  - 2. Have participant face into the wind keeping eyes open
  - 3. Don't let them rub eyes
  - 4. Have participant sit and remain calm to reduce sweating
  - 5. Flush with cool clear water.
  - 6. Should symptoms persist, seek medical attention.

#### **VIII. EQUIPMENT GUIDELINES**

- A. Each participant will be required to provide the following Safety Equipment if used:
  - 1. Serviceable gas mask
  - 2. Nomax or leather gloves
  - 3. Safety goggles
  - 4. Hearing protectors – over the ear type is required, specifically excluded are: ear plugs, cotton, or other foreign objects pushed into the canal

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT  
WITH COAST COMMUNITY COLLEGE DISTRICT TO PROVIDE  
SPECIAL WEAPONS AND TACTICS ACADEMY TRAINING  
AT THE COST OF \$798 PER PARTICIPANT FOR TRAINING  
SERVICES AND INSTRUCTIONAL MATERIALS

WHEREAS, Police Officer Standards and Training (P.O.S.T.) guidelines require an 80-hour Basic Special Weapons and Tactic Academy training for each officer newly appointed to the SWAT Team; and

WHEREAS, the nearest P.O.S.T. approved course is at Golden West College in Costa Mesa, which is within the Coast Community College District (the "District"); and

WHEREAS, the City desires to enter into an Agreement with the District for basic Special Weapons and Tactic Academy training for National City police officers newly appointed to the SWAT Team at the cost of \$798 per participant for training services and instructional materials, excluding range fees and ammunition costs; and

WHEREAS, the Agreement contains mutual indemnity provisions in which the City of National City agrees to indemnify, defend, and hold harmless the District, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of the City, its agents, or employees; and the District agrees to indemnify, defend, and hold harmless the City of National City, its agents, and employees from any damages or claims resulting from acts of omissions of the District, its agents, or employees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Chief of Police to execute an Agreement with Coast Community College District for basic Special Weapons and Tactic Academy training for National City police officers newly appointed to the SWAT Team. Said Agreement is on file in the Office of the City Clerk.

PASSED and ADOPTED this 21<sup>st</sup> day of April, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 17 E. 2nd Street (TSC 2015-01) (Engineering/Public Works)

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

**MEETING DATE:** April 21, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 17 E. 2<sup>nd</sup> Street (TSC 2015-01)

**PREPARED BY:** Kenneth Fernandez, P.E. KF

**PHONE:** 619-336-4388

**DEPARTMENT:** Engineering and Public Works

**APPROVED BY:** *John A. Johnson*

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

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

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

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution to install a blue curb handicap parking space with signage in front of 17 E. 2<sup>nd</sup> Street.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on January 14, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with signage in front of the residence at 17 E. 2<sup>nd</sup> Street.

**ATTACHMENTS:**

1. Explanation
2. Staff Report to the Traffic Safety Committee on January 14, 2015 (TSC 2015-01)
3. Resolution

## EXPLANATION

Ms. Teresa Del Toro, resident of 17 E. 2<sup>nd</sup> Street, has requested a blue curb handicap parking space in front of her residence due to physical limitations. The residence is located on the north side of E. 2<sup>nd</sup> Street between National City Boulevard and "A" Avenue. Ms. Del Toro possesses a valid disabled person license plate and registration from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The curb length in front of the residential lot between the end of curb radius (ECR) and easterly adjacent driveway apron of 21 E 2<sup>nd</sup> Street is approximately 100 feet

Currently, there are no on-street handicap parking spaces provided in the immediate vicinity east of National City Boulevard.

At their meeting on January 14, 2015, the Traffic Safety Committee unanimously approved staff recommendation to install a blue curb handicap parking space with signage in front of the residence at 17 E. 2<sup>nd</sup> Street.

The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 17 E. 2<sup>nd</sup> Street.

Furthermore, Ms. Del Toro was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may legally park in on-street handicap spaces for up to 72 hours.

If approved by City Council, all work will be performed in-house by City Public Works staff.

NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR JANUARY 14, 2015

ITEM NO. 2015-01

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB HANDICAP PARKING SPACE WITH SIGNAGE IN FRONT OF 17 E. 2<sup>ND</sup> STREET (BY T. DEL TORO)

PREPARED BY: Kenneth Fernandez, P.E.  
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Ms. Teresa Del Toro, resident of 17 E. 2<sup>nd</sup> Street, has requested a blue curb handicap parking space in front of her residence due to physical limitations. The residence is located on the north side of E. 2<sup>nd</sup> Street between National City Boulevard and "A" Avenue. Ms. Del Toro possesses a valid disabled person license plate and registration from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The curb length in front of the residential lot between the end of curb radius (ECR) and easterly adjacent driveway apron of 21 E 2<sup>nd</sup> Street is approximately 100 feet.

Currently, there are no on-street handicap parking spaces provided in the immediate vicinity east of National City Boulevard.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Based on the site evaluation, staff has determined that accessible parking is not available on the property.

As a result, per the City Council Disabled Persons Parking Policy, Ms. Del Toro's request is eligible for further consideration.

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It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

**STAFF RECOMMENDATION:**

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 17 E. 2<sup>nd</sup> Street.

**EXHIBITS:**

1. Correspondence
2. Location Map
3. Photos
4. Disabled Persons Parking Policy

2015-01

10/6/14

TD: Traffic Safety C.

I would like to request a  
Handicap Parkings Space in front  
of 17 E. 2<sup>nd</sup> Street in National  
City, CA 91950. I have health  
problems

TERESA E. DEL TORO  
17 E 2<sup>nd</sup> Street  
National City, CA 91950

Teresa E. Del Toro

RECEIVED  
ENGINEERING DEPT.

2014 OCT -6 P 4: 33

STATE OF CALIFORNIA - DEPARTMENT OF MOTOR VEHICLES

VALIDATED REGISTRATION CARD

TYPE VEHICLE USE	REGISTRATION VALID FROM 4/8/2014 TO 4/8/2015	TYPE KD	LICENSE NUMBER DP183CZ	ENGINE NUMBER	MISC KAG 10
VEHICLE IDENTIFICATION NUMBER 361JCB246K8043895	MAKE CHEV	VEH CLASS AC	**YR 2011	YR MODEL 1999	TYPE VEH 12
DATE ISSUED 4/3/2014	DATE FIRST SOLD 1999	MP G	AX	WC	UNLADEN / G / CGW
BODY TYPE MODEL SD	TOTAL FEES PAID \$78	CC/MALCO 3700			



PEEL HERE

**REGISTERED OWNER**  
**DEL TORO TERESA ENCARNACION**  
**DEL TORO SERGIO**  
**17 E 2ND ST**

**NATIONAL CITY CA 91950**  
**LIENHOLDER**

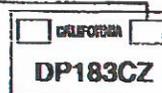
**STICKER INSTRUCTIONS**

- 1) CLEAN SURFACE - SCRAPE OFF ACCUMULATED STICKERS (WILL NOT STICK IF WET OR DIRTY).
- 2) REMOVE DECAL BY BENDING PAPER ALONG DOTTED LINE.
- 3) LIFT EDGE OF DECAL AND SLOWLY PEEL.
- 4) PLACE STICKER ON REAR PLATE AS SHOWN BELOW.

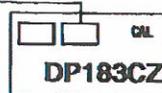


W 0000  
 R 00070  
 L 00001

VEHICLE:  
 Top Right Corner

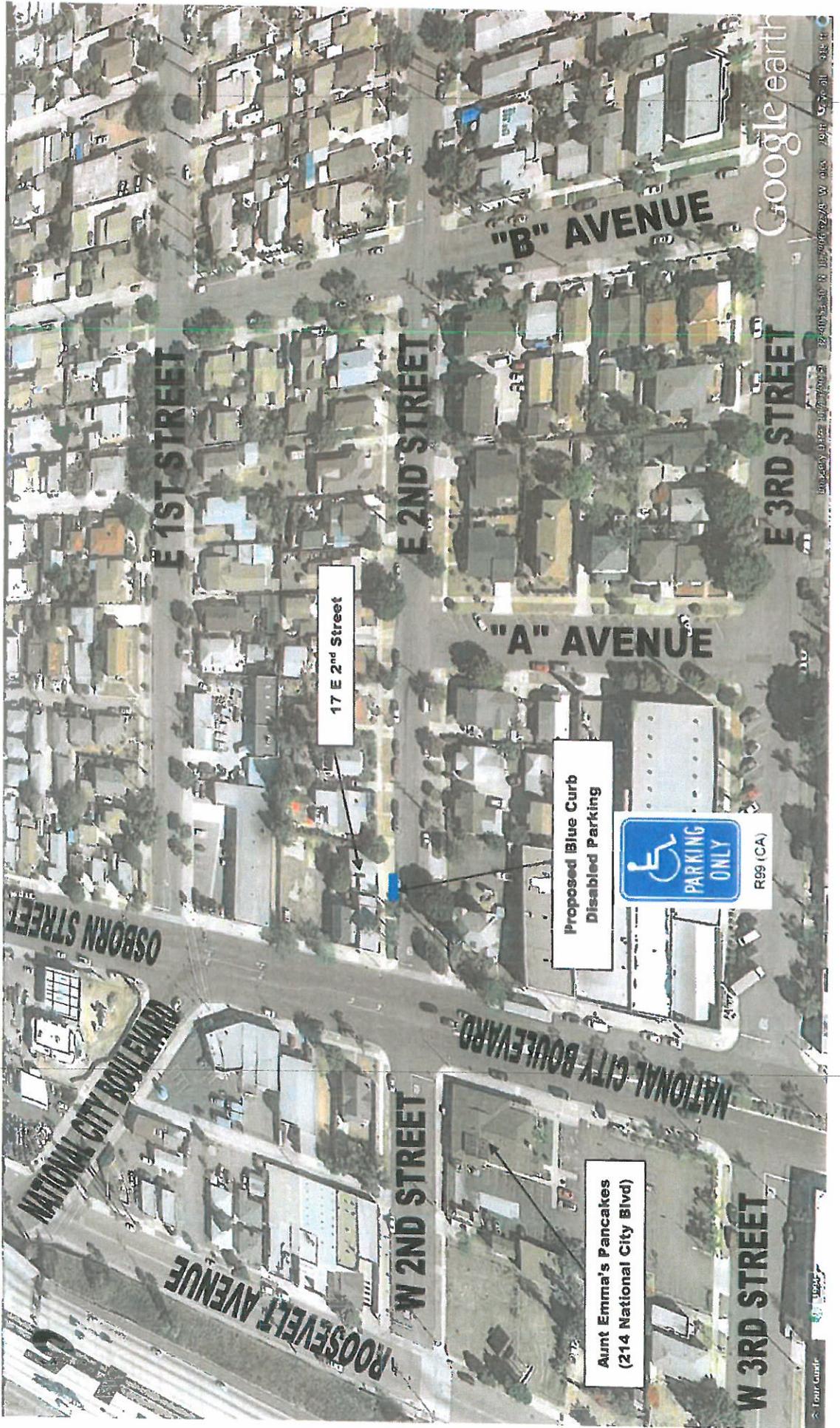


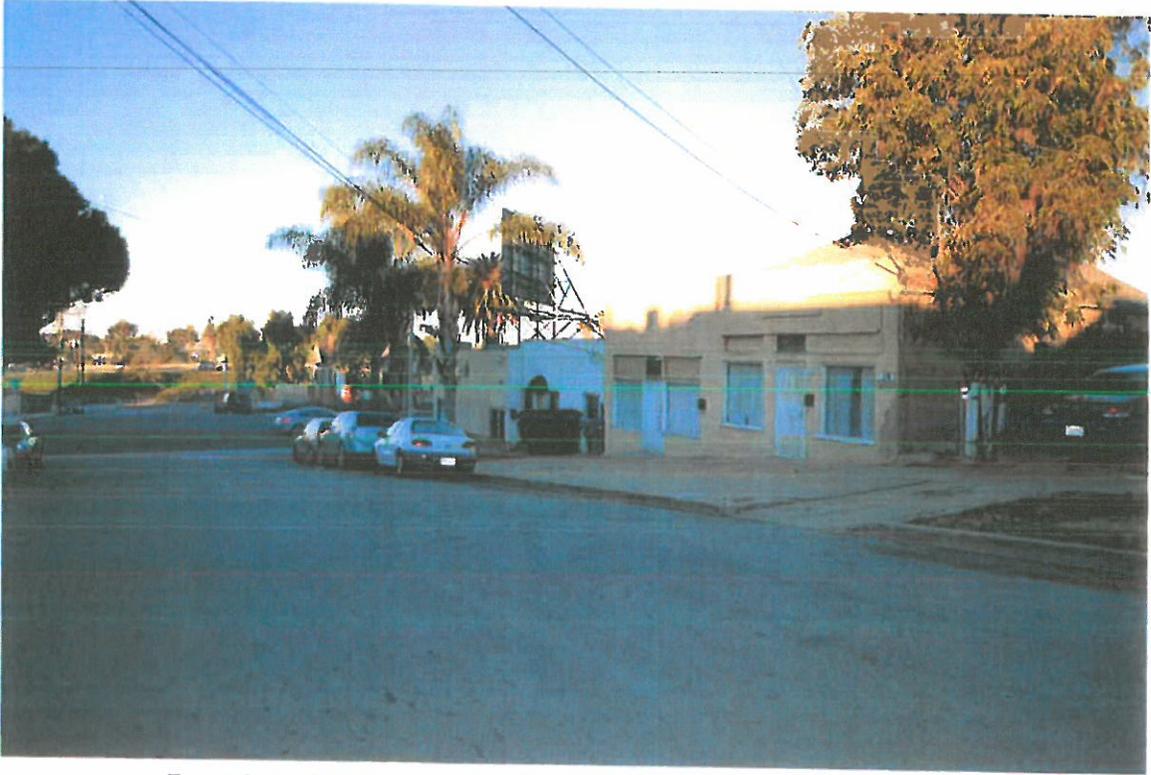
MOTORCYCLE ONLY:  
 Right Half of This Wall



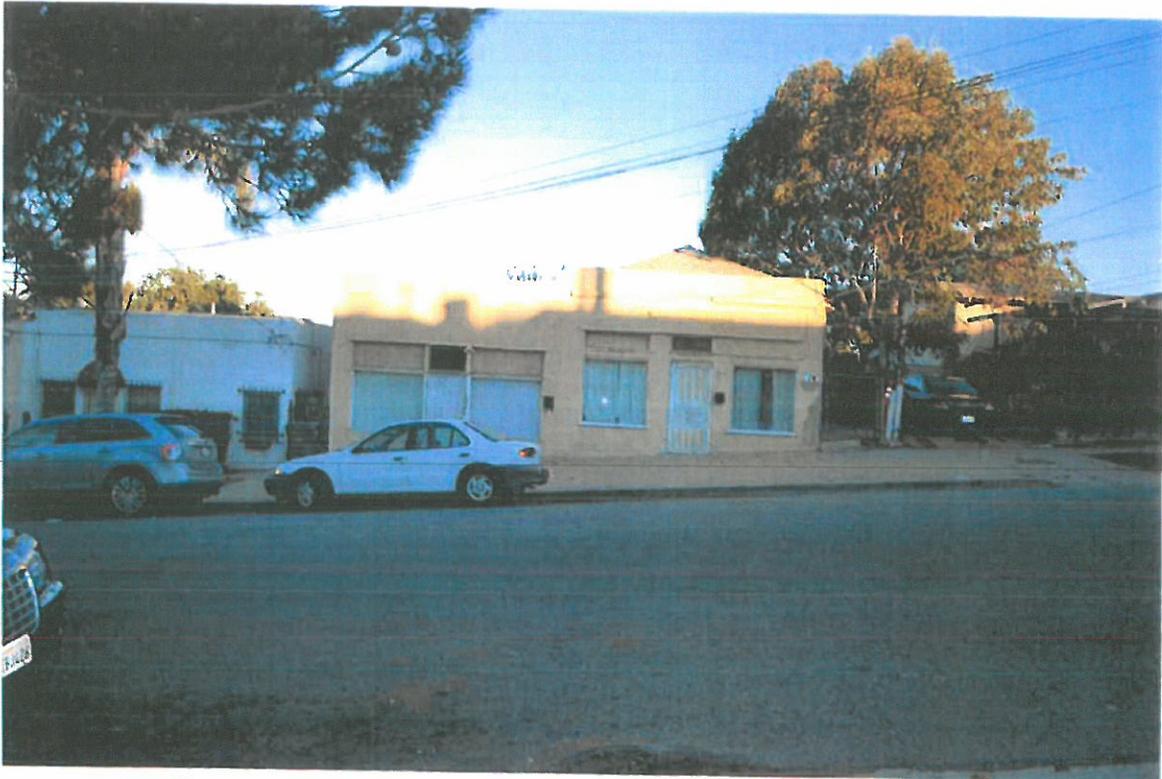
**IMPORTANT INSTRUCTIONS ON REVERSE SIDE**

# Location Map





**Location of Proposed Blue Curb and Signage at 17 E 2<sup>nd</sup> Street  
(looking northwest)**



**Location of Proposed Blue Curb and Signage at 17 E 2<sup>nd</sup> Street  
(looking north)**

## DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

### General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

### Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- 
- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

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RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF A BLUE CURB HANDICAP PARKING  
SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 17 EAST 2<sup>ND</sup> STREET

WHEREAS, a resident with a valid Disabled Person Placard from the State of California Department of Motor Vehicles, has requested the installation of a blue curb handicap parking space in front of her home at 17 East 2<sup>nd</sup> Street; and

WHEREAS, after conducting an inspection and review, staff determined that all conditions have been met for the property to qualify for a blue curb handicap parking space; and

WHEREAS, the Traffic Safety Committee approved staff's recommendation at its January 14, 2015 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Engineer to approve the installation of a blue curb handicap parking space with a sign in front of the residence at 17 East 2<sup>nd</sup> Street.

PASSED and ADOPTED this 21<sup>st</sup> day of April, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of red curb “No Parking” and marked on-street public parking spaces on the westerly curb line of Hoover Avenue between Mile of Cars Way and E. 30th Street to enhance

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

**MEETING DATE:** April 21, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" and marked on-street public parking spaces on the westerly curb line of Hoover Avenue between Mile of Cars Way and E. 30<sup>th</sup> Street to enhance visibility and egress from W. 26<sup>th</sup> Street and W. 28<sup>th</sup> Street onto Hoover Avenue (TSC 2015-02)

**PREPARED BY:** Kenneth Fernandez, P.E. 

**DEPARTMENT:** Engineering and Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

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

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

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on January 14, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install red curb and marked on-street public parking spaces on the westerly curb line of Hoover Avenue as per TSC 2015-02.

**ATTACHMENTS:**

1. Explanation
2. Staff Report to the Traffic Safety Committee on January 14, 2015 (TSC 2015-02)
3. Notice to affected property owners/businesses
4. Resolution

## **EXPLANATION**

Southport Business Park business owners and employees, have requested red curb "No Parking" in front of the business complex for enhanced line-of-sight and safety via petition. The business area is located in the area surrounding and adjacent to Southport Way, Hoover Avenue, Mile of Cars Way, W. 28<sup>th</sup> Street.

The petition requests: 1) painted red curb along Hoover Avenue in order to provide enhanced line-of-sight when vehicles egress the west legs of W 26<sup>th</sup> Street, W 28<sup>th</sup> Street, and several private commercial driveway aprons & 2) the installation of marked on-street parking spaces in order to deter shipping trucks and recreational vehicles from parking overnight and throughout business hours in order to provide easier access for their customers and avoid the blockage of store frontage.

Staff performed a site evaluation. The posted speed limit is 35 mph for northbound and southbound traffic. There are several on-site private parking lots at this property. Currently, there are 45 unrestricted parallel on-street public parking spaces for standard-sized class "C" vehicles. That amount is substantially decreased when larger class "A", "B", and "C" vehicles, e.g. semi-trucks, buses, and recreational vehicles, are parked at said locations. Consequently, the heights of these larger vehicles make it more difficult for exiting drivers to detect northbound and southbound vehicles without protruding from the driveways and side streets.

In order to enhance the line-of-sight and parking issue in the area, additional red curb would likely alleviate both issues and act as a preventive measure. The placement of painted parking "T's" (20 feet in length) would create approximately 37 enforceable public parking spaces. This would result in a net loss of approximately 8 parking spaces when compared to the existing parking configuration. It is important to note that any vehicle fitting within the confines of these proposed on-street parking "T's" may legally park in them for up to 72 hours before being cited or towed at the registered vehicle owner's expense.

Mr. Cory LaShell, Commercial Property Manager for H.G. Fenton Company and on behalf of the business owners and employees of the Southport Business Center, spoke in favor of the item. There was no public opposition to TSC Item 2015-02.

Staff recommends the following be installed on the westerly curb line of Hoover Avenue between Mile of Cars Way and W. 30<sup>th</sup> Street:

- 1) Install approximately 190 feet of staggered red curb "No Parking" as shown on the attached location map within the staff report to the Traffic Safety Committee.
- 2) Install painted parking "T's" approximately 20 feet in length as shown on the attached location map within the staff report to the Traffic Safety Committee.

At their meeting on January 14, 2015, the Traffic Safety Committee unanimously approved staff recommendation to install red curb "No Parking" and marked on-street public parking spaces on the westerly curb line of Hoover Avenue between Mile of Cars Way and E. 30<sup>th</sup> Street.

Surrounding property owners and business owners possibly affected by the change in street parking configuration were sent letters via U.S. Mail notifying them of the City Council Meeting.

If approved by City Council, all work will be performed in-house by City Public Works staff.

**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR JANUARY 14, 2015**

**ITEM NO. 2015-02**

**ITEM TITLE:** **REQUEST FOR INSTALLATION OF RED CURB "NO PARKING" AND MARKED ON-STREET PARKING SPACES AT THE WESTERLY CURB LINE OF HOOVER AVENUE BETWEEN MILE OF CARS WAY AND W. 30<sup>TH</sup> STREET TO ENHANCE VISIBILITY AND ACCESS FROM W. 26<sup>TH</sup> STREET AND W. 28<sup>TH</sup> STREET ONTO HOOVER AVENUE (BY SOUTHPORT BUSINESS PARK BUSINESS OWNERS AND EMPLOYEES)**

**PREPARED BY:** Kenneth Fernandez, P.E.  
Engineering and Public Works Department, Engineering Division

**DISCUSSION:**

Southport Business Park business owners and employees, have requested red curb "No Parking" in front the business complex for enhanced line-of-sight and safety via petition. The business area is located in the area surrounding and adjacent to Southport Way, Hoover Avenue, Mile of Cars Way, W. 28<sup>th</sup> Street.

The petition requests: 1) painted red curb along Hoover Avenue in order to provide enhanced line-of-sight when vehicles egress the west legs of W 26<sup>th</sup> Street, W 28<sup>th</sup> Street, and several private commercial driveway aprons & 2) the installation of marked on-street parking spaces in order to deter shipping trucks and recreational vehicles from parking overnight and throughout business hours in order to provide easier access for their customers and avoid the blockage of store frontage.

Staff performed a site evaluation. The posted speed limit is 35 mph for northbound and southbound traffic. There are several on-site private parking lots at this property. Currently, there are 45 unrestricted parallel on-street public parking spaces for class "C" standard-sized vehicles. That amount is substantially decreased when larger class "A", "B", and "C" vehicles, e.g. semi-trucks and recreational vehicles, are parked at said locations. Consequently, the heights of these larger vehicles make it more difficult for exiting drivers to detect northbound and southbound vehicles without protruding from the driveways and side streets.

In order to enhance the line-of-sight and parking issue in the area, additional red curb would likely alleviate both issues and act as a preventive measure. The placement of painted parking "T's" (20 feet in length) would create approximately 37 enforceable public parking spaces. This would result in a net loss of approximately 8 parking spaces.

**STAFF RECOMMENDATION:**

Staff recommends the following be installed on the westerly curb line of Hoover Avenue between Mile of Cars Way and W. 30<sup>th</sup> Street:

- 1) Install approximately 190 feet of staggered red curb "No Parking" as shown on the attached location map.
- 2) Install painted parking "T's" approximately 20 feet in length as shown on the attached location map.

**EXHIBITS:**

1. Correspondence
2. Location Map
3. Photos

2015-02

# Petition to Change the Parking Regulations on Hoover Ave

Petition summary and background: We, the undersigned, are concerned business owners and employees of Southport Business Park. For some time, our street has been used as a parking lot for large shipping trucks and recreational vehicles. They hide our business from our customers, prevent easy access for our customers, and obstruct line of sight making turning on to Hoover Avenue extremely dangerous.

Action petitioned for: We petition the Traffic and Safety Committee and City Council of National City to change the curbside parking conditions on the West side of Hoover Ave between Mile of Cars Way and West 30th St to be marked parking. This will prevent larger vehicles from parking in front of our property day or night.

Printed name	Signature	Address	Comment	Date
Johanna Herrera		2602 Hoover Ave National City CA 91950	metro	7/22/14
Jeanette Ledesma		11	the trucks make it very difficult to see oncoming traffic - very dangerous.	7/22/14
Cynthia Rubio		2602 Hoover Ave National City CA 91950		7/22/14
Jeanna Aguilar		2602 Hoover Ave National City CA 91950	It's also dangerous driving down Hoover because people pull out into traffic blindly...	7/22/14
Lavern Leon		2602 Hoover Ave National City CA 91950		7/22/14
Luz Leavitt		2602 Hoover Ave National City, CA 91950	The trucks block the view to be able to see the traffic	7/22/14
Eunice Stuentes		2602 Hoover Ave National City CA 91950		7/22/14
Caroline James		2602 Hoover Ave National City 91950		7/22/14
Athornet Keflezighi		2602 Hoover Ave National City, CA 91950		7/22/14
Claudia Jones		2602 Hoover Ave National City, CA 91950	The trucks block the view making it difficult & dangerous to enter and leave building. You have to pull out way far into traffic to even try to see past the trucks	7/22/14
Jessica Fear		2602 Hoover Ave National City, CA 91950		7/22/14

Printed name	Signature	Address	Comment	Date
Nicole Bird		2602 Hoover Ave National City, CA 91950	Trucks parked along the road impede sight-lines forcing drivers to pull out unnecessarily from side streets	7/22/14
Imelda Figueroa		2602 Hoover Ave., NC CA 91950	Very dangerous for drivers, unable to see incoming cars before turning into Hoover. Risk of getting hit.	7/22/14
Joy Nara		2602 Hoover Ave, National City, CA 91950	It's very dangerous coming out leaving work everyday due to blindness caused by the trucks Trucks parked along the road block view and has caused accidents.	7/22/14
Cecilia Mercado		2602 Hoover Ave National City, CA 91950	Semi Trucks parked on street cannot see oncoming traffic which is hard to see Trucks block view - unable to see oncoming truck on Hoover	7/22/14
April Keir		2602 Hoover Ave National City 91950	Very dangerous for cars as and staff.	7/22/14
Erika Washington		2602 Hoover Ave #102 National City CA 91950	Trucks parked on street block view of oncoming cars when leaving for the day	7/22/14
Beveline Salazar		National City CA 91950	Trucks block view and has caused accidents	7/22/14
Edith De Santiago		2602 Hoover Ave #102 National City CA 91950	Please help!	
Eva Escalante		400 Mile of Cos Way San Diego CA 91950		
Cory Lashel				

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Printed name	Signature	Address	Comment	Date
Shari L. Wedlake		2102 Hoover Ave, Suite 101	It's dangerous leaving from the driveway when trucks are parked on the street	7-21-14
RET. MAFFITT		"	"	7/21/14
Ken Johnson		"	"	7/21/14
FRAN STUART		"	"	7/21/14
VINAY REDDY		"	"	7/21/14
BRIAN RISTER		"	"	7/21/14
Michael Johnson		"	"	7/21/14
Separd Nixon		"	"	7/22/14
T Duff Joseph		2602 Hoover Ave Ste 101	It is extremely difficult to see when pulling out with trucks parked	7/22/14
Scott Macquarrell		2602 Hoover Ave Ste 101	can't see out of driveway. To dangerous many see glass cuts	7/22/14
Ricardo Medina		2602 Hoover Ave #101	CAN'T SEE WHEN TURNING	7/22/14



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Printed name	Signature	Business Address	Comment	Date
MICHAEL GONZALES		2520 HOOPER AVE SUITE B		6-9-14
Brady Bolts		2520 Hoover Ave Suite B		6-9-14
Emers Penn		2500 HOOPER AVE A		6-9-14
Nick Johnson		2500 HOOPER AVE - A		6-9-14
Michael Paul		2500 Hoover Ave J		6-9-14
Paul Zarate		2525 Sport Way #J		6-9-14
Ed Brent		2530 Southport way #		6-9-14
Chris Litty		300 W. 28th #102		6-9-14
Evan Goetke		300 W 28th #102		6-9-14
JAREAN SMITH		300 W 28th St. #102 <del>4111 FROM STREET</del>		6-9-14
Karen Truend		300 W 28th St #102		6/9/14

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Printed name	Signature	Business Address	Comment	Date
Gordon C. Garessee		2702 SOUTHPORT WAY SUITE F NATIONAL CITY	THE TRUCKS ON HOOPER ARE OBSTRUCTING THE VIEW OF OUR BUSINESS TRAFFIC. DANGEROUS	6-10-14
DRAND LANG		2702 - F Southport way National City, CA	"	6/10/14
Mark Roberts		2702 F Southport way National City, CA	Suffered a serious accident has not happened yet.	6/10/14
Mohammed Najid		2702 Southport way	THE TRUCKS MAKE THE DRIVING TO COME OUT OF HOOPER STREET DANGEROUS	6/10/14
Tyler Bon...		2702 Southport Way National City, CA	Very dangerous blind spot due to trucks / RVs	6/10/14
Steve Robbins		2702 F Southport way National City, CA	Almost got hit by a car yesterday & today	6/10/14
Ed Say		2702 F Southport way National City, CA	Extremely blind to get out traffic due to vans parked	6/10/14
Catharina M. Bramble		2702 F Southport way National City, CA	Partially on corner creates dangerous blind spots	6/10/14
Kouberly Bagan		2702 - F Southport way National City, CA	"	6/10/14
Jeff O'Brien		2702 - F Southport way National City, CA	You have to go into the street to see if a car is coming	6/10/14
JERRY CLAYTON		2702 - F Southport way National City, CA	will prevent an accident	6/10/14

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Printed name	Signature	Business Address	Comment	Date
Lizara Guzman		2434 Southport way, Ste F		7/10/14
Rosanna Parker		2434 Southport Way Ste F		7/10/14
Susan McCrackin		2454 Southport Way Ste F		7/10/14
Megan Koehler		2434 Southport Way Ste F		7/10/14
Maria De La Toba		2434 Southport Way Ste F.		7/10/14
Rachel westwoodford		2434 Southport way Ste F		7/10/14
Yousuf Medyant		2434 Southport way Ste F		7-10-14
Jacolan Spica		400 Mile of Cars Way HP		7/11/14
Lauren Hubell		400 mile of Cars way suite B		7/19/14
Jeff Subic		400 Mile of Cars way suite B		7/18/14
BRIAN GATES		400 MILE OF CARS SUITE D		7/22/14



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Printed name	Signature	Address	Comment	Date
Katrina Beck	<i>Katrina Beck</i>	4074 SWIFT AVE SAN DIEGO CA 9204	THOSE ARE TOO MANY BLIND SPOTS	7-21-14
LARRY BARBER	<i>[Signature]</i>	2700 HOOVER AVE STE A NATIONAL CITY, CA 91950	CAES TRAVELING TO FAST ON HOV0 TO ALLOW ENTERING BLIND BECAUSE OF ONE ALES	7/21/14
Johnny Fernandez	<i>[Signature]</i>	Same As Above	Same ISSUE AS Above	7-21-14
JAIMIE ROZAS	<i>[Signature]</i>	2700 HOOVER AVE STE A N.C. CA. 91950	CAUSES DANGEROUS BLIND SPOT.	7-21-14
EDWARD BASTEK	<i>[Signature]</i>	2700 HOOVER AVE STE A N.C. CA. 91950	CAUSES blind spot on Hoover AVE	7-21-14
JOHN GASE	<i>[Signature]</i>	2700 HOOVER AVE STE A N.C. CA. 91950	SAFETY HAZARD	7/22/14
Chris ECLAR	<i>[Signature]</i>	2700 HOOVER AVE STE A NATIONAL CITY, CA 91950	BLIND SPOTS CAUSED BY WAYS BEGIN SPALLING OF SEMI-TRUCKS	7/22/14
CHRIS GOGUVE	<i>[Signature]</i>	2700 Hoover Ave STE A NATIONAL CITY, CA 91950	BLIND SPIT	7/22/14
Frank Leszczynski	<i>[Signature]</i>	National City CA 91950	Blind Spot	7/22/14
DAN SHEFSKI	<i>[Signature]</i>	217 PERRY HILL CT MT LAUREL NJ 08057	SAFETY HAZARD	7/22/14
Ira J. Carpenter	<i>[Signature]</i>	2700 Hoover Ave Ste A National City, CA. 91950	Safety Hazard	7/22/14





# Petition to Change the Parking Regulations on Hoover Ave

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Printed name	Signature	Address	Comment	Date
Favio Ortega		National City		7/23
Jon Stozek		NATIONAL CITY CA	LARGE TRUCKS AND RECREATIONAL VEHICLES	7/23
Daniel Martinez		National City		7/23
Hayden Williams		" " "		7/24
Tiffany Montayne		" "		7/25
Cathy Hiderete		" "		7/25
Beatriz Sosa		" "		7/25
FEDERICO B		NATIONAL CITY		7/25
Jessica Paez		NATIONAL CITY	large trucks can't see	7/25/14
Alexandra Martinez		" "	sticks out too much	7/25
Armando Salazar		Circle View		



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Printed name	Signature	Address	Comment	Date
Kendal Davis		300 W 28th St Suite 105 National City, CA		7/21/14
Elsa Olea		300 W. 28th St. Ste. 105 National City CA 91950		7/21/14
Adriana Gardel		300 W. 28th Street Suite 105 National City CA		7/21/14
MARIO AMADOR		300 W. 28th Street #105 NATIONAL CITY, CA. 91950		7/21/14
Martin Rivera		300 W. 28th St #105 N.C. CA 91950		7/21/14
Luis Gomez		300 W. 28th St #105 NC CA 91950		7/21/14
LONNIE McCREW		300 W 28TH ST #105 NATIONAL CITY CA 91950		7/21/14
ISAC BOLA		1430 W. 30th St COLUMBIA VISTA TRAIL	Regular customer of W.D.	7/22/14

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Petition summary and background:

We, the undersigned, are concerned business owners and employees of Southport Business Park. For some time, our street has been used as a parking lot for large shipping trucks and recreational vehicles. They hide our business from our customers, prevent easy access for our customers, and obstruct line of sight making turning on to Hoover Avenue extremely dangerous.

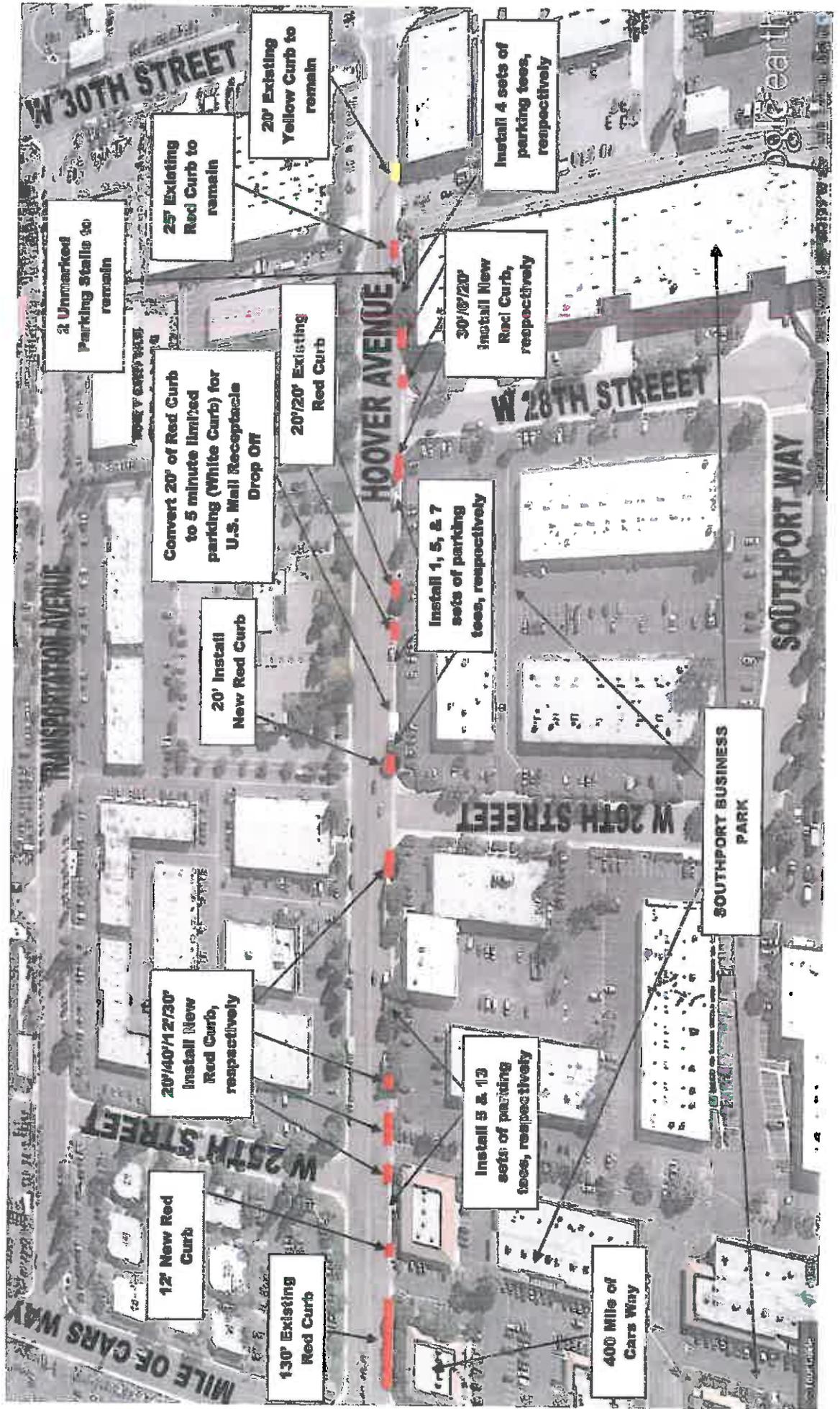
Action petitioned for:

We petition the Traffic and Safety Committee and City Council of National City to change the curbside parking conditions on the West side of Hoover Ave between Mile of Cars Way and West 30th St to be marked parking. This will prevent larger vehicles from parking in front of our property day or night.

Printed name	Signature	Address	Comment	Date
JIM MILLER	<i>Jim Miller</i>	300 W 28TH ST 104	MANAGER	7/21/14
MIGUEL ESPINOSA	<i>Miguel Espinosa</i>	300 W 28th St 104	Employee	7/21/14
DICK DEGRADO	<i>Dick DeGrado</i>	300 W. 28TH ST 104	Employee	07-21-14
FRANK VAN ROOY	<i>Frank Van Rooy</i>	300 W 28 St 104		7-21-14
GREGORY LAWSON	<i>Gregory Lawson</i>	3760 Hancock St #E	Customer	7-21-14
JESUS CARDENA	<i>Jesus Cardena</i>	300 W. 28th St. 104	Employee	7-21-14
CHRIS HERNANDEZ	<i>Chris Hernandez</i>	300 W. 28th St. 104	Employee	7-21-14
EDUARDO MARGUEN	<i>Eduardo Marguen</i>	300 W. 28th St	Employee	7-21-2014
MIGUEL ESPINOSA	<i>Miguel Espinosa</i>	300 W. 28th St	Customer	7.21.2014
JOHN RADER	<i>John Rader</i>	300 W. 28th St	Customer	7-21-2014
JIM MILLER	<i>Jim Miller</i>	241 E Padre	Customer	7-27-14



# Location Map





**West leg of Hoover Avenue & E 26<sup>th</sup> Street Intersection  
(looking north)**



**West leg of Hoover Avenue & E 26<sup>th</sup> Street Intersection  
(looking south)**



**West leg of Hoover Avenue & E 28<sup>th</sup> Street Intersection  
(looking north)**



**West leg of Hoover Avenue & E 28<sup>th</sup> Street Intersection  
(looking south)**



April 7, 2015

Property Owner/Business Owner  
National City, CA 91950

RE: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2015-02

REQUEST FOR INSTALLATION OF RED CURB "NO PARKING" AND MARKED ON-STREET PARKING SPACES AT THE WESTERLY CURB LINE OF HOOVER AVENUE BETWEEN MILE OF CARS WAY AND W 30<sup>TH</sup> STREET TO ENHANCE VISIBILITY AND ACCESS FROM W. 26<sup>TH</sup> STREET AND W. 28<sup>TH</sup> STREET ONTO HOOVER AVENUE

Dear Property Owner/Business Owner:

The City of National City would like to inform you that the subject-referenced item was unanimously recommended by the Traffic Safety Committee on Wednesday, January 14, 2015, (See attached location map).

This item will now be presented to the City Council of the City of National City on **Tuesday, April 21, 2015 at 6:00 P.M.** The meeting will be held in the 2<sup>nd</sup> floor Council Chambers of the Civic Center Building located at 1243 National City Boulevard.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2015-02.

Sincerely,

Stephen Manganiello  
City Engineer

SM:kf

2015-02

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1234 National City Boulevard, National City, CA 91950-6530

(619) 336-4380 Fax (619) 336-4397 [engineering@nationalcityca.gov](mailto:engineering@nationalcityca.gov)



RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF RED CURB “NO PARKING” AND  
MARKED ON-STREET PUBLIC PARKING SPACES ON THE WESTERLY  
CURB LINE OF HOOVER AVENUE BETWEEN MILE OF CARS WAY AND  
EAST 30<sup>TH</sup> STREET TO ENHANCE VISIBILITY AND EGRESS FROM  
WEST 26<sup>TH</sup> STREET AND WEST 28<sup>TH</sup> STREET ONTO HOOVER AVENUE

WHEREAS, Southport Business Park business owners and employees submitted a petition requesting red curb “No Parking” in front of the business complex, located in the area surrounding and adjacent to Southport Way, Hoover Avenue, Mile of Cars Way, and West 28<sup>th</sup> Street, for enhanced line-of-sight and safety; and

WHEREAS, after a site evaluation, staff recommends the installation of approximately 190 feet of staggered red curb “No Parking” and painted parking “T’s” that are approximately 20 feet in length, as shown on the attached location map; and

WHEREAS, at its meeting on January 14, 2015, the Traffic Safety Committee approved staff’s recommendation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of approximately 190 feet of staggered red curb “No Parking” and painted parking “T’s” that are approximately 20 feet in length, as shown on the attached location map for enhanced line-of-sight and safety within the Southport Business Park.

PASSED and ADOPTED this 21<sup>st</sup> day of April, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

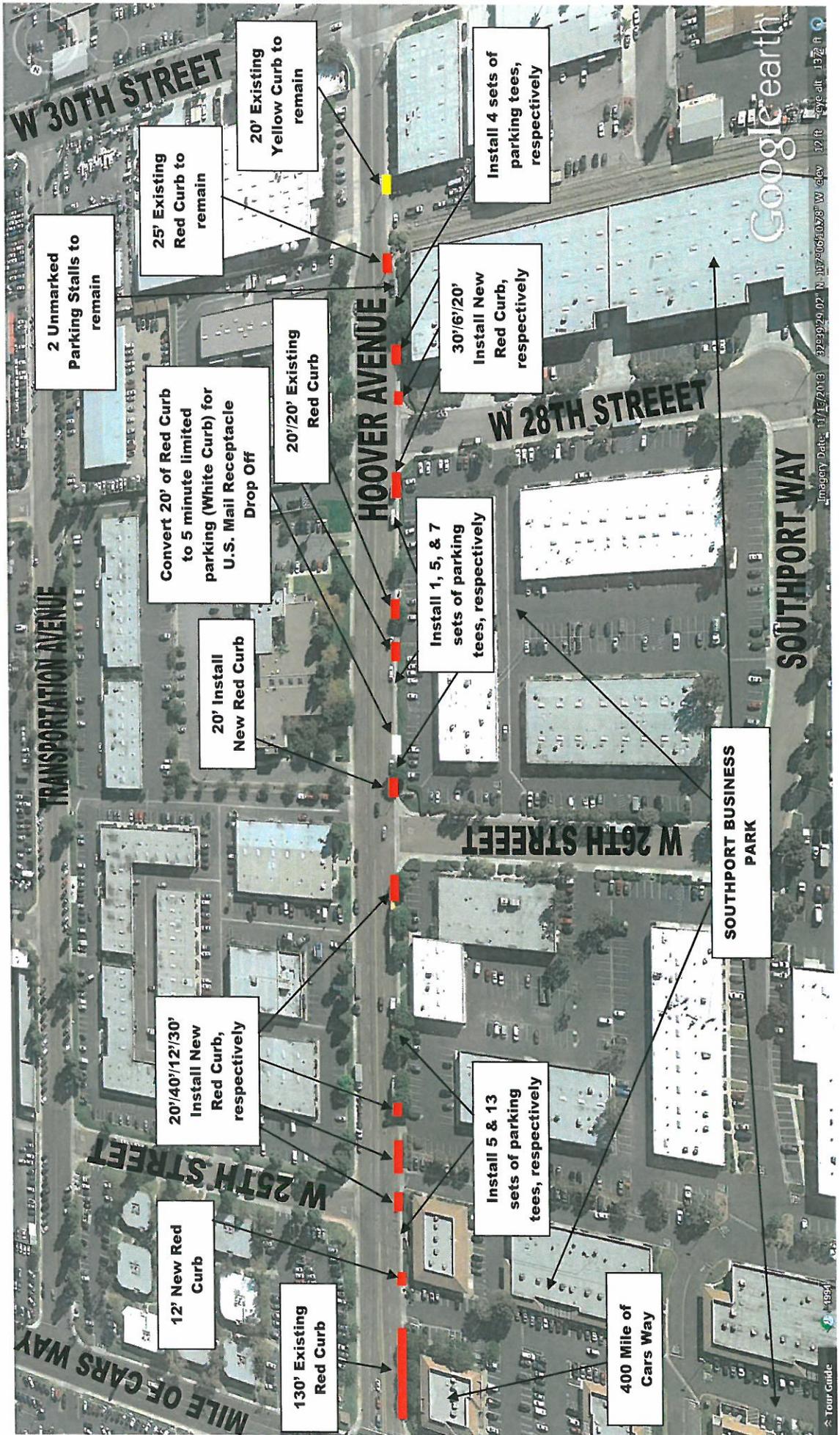
ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

# Location Map



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) awarding a contract in the not-to-exceed amount of \$50,688.00 to Crest Equipment, Inc. for the Grove Street Drainage Enhancements, CIP No. 14-07; 2) authorizing a 25% contingency in the amount

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

**MEETING DATE:** April 21, 2015

**AGENDA ITEM NO.** |

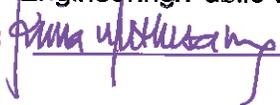
**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) awarding a contract in the not-to-exceed amount of \$50,688.00 to Crest Equipment, Inc. for the Grove Street Drainage Enhancements, CIP No. 14-07; 2) authorizing a 25% contingency in the amount of \$12,672.00 for any unforeseen changes; 3) authorizing the Mayor to execute the contract.

**PREPARED BY:** Stephen Manganiello

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 336-4382

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.** |

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

301-409-500-598-7049 (Drainage Improvements): \$50,688.00

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

## **EXPLANATION**

The Grove Street Drainage Enhancements, CIP No. 14-07, will implement construction and installation of new sidewalk, curb and gutter, and grading and erosion control. These new construction measures will address the existing drainage issues along the west side of Grove Street at the intersection of Grove Street and East 16<sup>th</sup> Street.

On March 12, 2014, the bid solicitation was advertised in local newspapers. Additionally, on March 12, 2015 the bid solicitation was posted on PlanetBids, a free public electronic bidding system for vendors.

National City has subscribed to PlanetBids, effective March 2, 2015, to improve our bidding system for Capital Improvement Projects. This electronic bidding system has performed well to date.

On March 26, 2015, six (6) bids were received by the 2:00 p.m. deadline. Bid results were available immediately after the 2:00 p.m. deadline. Crest Equipment, Inc. was the apparent low bidder with a total bid amount of \$50,688.00. Upon review of all documents submitted and reference checks, Crest Equipment, Inc.'s bid is responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Attached are the bid opening results and a summary of the three lowest bidders for your information.

Staff recommends awarding a contract in the not to exceed amount of \$50,688.00 to Crest Equipment, Inc. for the Grove Street Drainage Enhancements, CIP No. 14-07, and authorizing a 25% contingency in the amount of \$12,672.00.



## BID OPENING RESULTS

**NAME:** Grove Street Drainage Enhancements  
**CIP NO:** 14-07  
**DATE:** Thursday, MARCH 26, 2015  
**TIME:** 2:00 P.M.  
**ESTIMATE:** \$61,000.00.  
**PROJECT ENGINEER:** Kenneth Fernandez, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA	BID SECURITY -CHECK - BOND
1.	Crest Equipment, Inc. 161 Scottford Drive El Cajon, CA 92021	\$ 50,688.00	N/A	Bond
2.	Just Construction, Inc. 3103 Market Street San Diego, CA 92102	\$ 58,000.00	N/A	Bond
3.	MJC Construction 3015 Sylvia Street Bonita, CA 91902	\$75,854.00	N/A	Bond
4.	Blue Pacific Engineering & Construction 7330 Opportunity Road, Suite J San Diego, CA 92111	\$79,310.00	N/A	Bond
5.	NRG Building and Consulting 15385 Olde Highway 80 El Cajon, CA 92021	\$89,229.00	N/A	Bond
6.	New Century Construction, Inc. 9119 Emerald Grove Ave. Lakeside, CA 92040	\$93,835.00	N/A	Bond

**Bid Results for Grove Street Drainage Enhancements, CIP No. 14-07**

		Crest Equipment Inc.				Just Construction, Inc.				MJC Construction	
Base Bid											
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
1	Mobilization	LS	1	\$2,750.00	\$2,750.00	\$6,266.20	\$6,266.20	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
2	Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$1,050.00	\$1,050.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
3	Clearing & Grubbing	LS	1	\$4,200.00	\$4,200.00	\$3,675.00	\$3,675.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
4	Surveying	LS	1	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
5	Signing and Striping	LS	1	\$900.00	\$900.00	\$2,205.00	\$2,205.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
6	Water Pollution Control	LS	1	\$1,800.00	\$1,800.00	\$1,050.00	\$1,050.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
7	Unclassified Excavation (Grading and Import)	CY	300	\$30.00	\$9,000.00	\$33.60	\$10,080.00	\$60.00	\$18,000.00	\$60.00	\$18,000.00
8	Class II Aggregate Base	CY	15	\$39.00	\$585.00	\$36.80	\$552.00	\$80.00	\$1,200.00	\$80.00	\$1,200.00
9	Asphalt concrete paving	SF	580	\$2.35	\$1,363.00	\$7.40	\$4,292.00	\$8.00	\$4,640.00	\$8.00	\$4,640.00
10	6" PCC Curb and Gutter (Type G-2)	LF	150	\$35.00	\$5,250.00	\$32.60	\$4,890.00	\$60.00	\$9,000.00	\$60.00	\$9,000.00
11	6" PCC Curb (Type G-1)	LF	42	\$35.00	\$1,470.00	\$28.40	\$1,192.80	\$42.00	\$1,764.00	\$42.00	\$1,764.00
12	4" PCC Sidewalk (G-7)	SF	950	\$5.00	\$4,750.00	\$6.40	\$6,080.00	\$7.00	\$6,650.00	\$7.00	\$6,650.00
13	6" PCC Driveway (G-14A)	SF	120	\$6.50	\$780.00	\$8.50	\$1,020.00	\$20.00	\$2,400.00	\$20.00	\$2,400.00
14	Curb Outlet (D-25)	EA	1	\$3,300.00	\$3,300.00	\$3,654.00	\$3,654.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
15	Remove and Replace Wood Fence	LF	20	\$50.00	\$1,000.00	\$39.90	\$798.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00
16	Remove and Replace Chain Link Fence	LF	130	\$38.00	\$4,940.00	\$31.50	\$4,095.00	\$50.00	\$6,500.00	\$50.00	\$6,500.00
17	Field Orders	AL	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
			<b>Base Bid Total</b>		\$50,688.00		\$58,000.00		\$75,854.00		\$75,854.00

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AWARDING A CONTRACT IN THE NOT-TO-EXCEED AMOUNT OF  
\$50,688 TO CREST EQUIPMENT, INC., FOR THE GROVE STREET DRAINAGE  
ENHANCEMENTS PROJECT, AUTHORIZING A 25%  
CONTINGENCY IN THE AMOUNT OF \$12,672 FOR ANY UNFORESEEN  
CHANGES, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, on March 26, 2015, the Engineering Department publicly opened, examined, and declared six (6) sealed bids for the Grove Street Drainage Enhancements Project; and

WHEREAS, Crest Equipment, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$50,688; and

WHEREAS, a 25% contingency amount up to \$12,672 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City awards the contract for the Grove Street Drainage Enhancements Project to the lowest responsive, responsible bidder, to wit:

CREST EQUIPMENT, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$50,688 with Crest Equipment, Inc., for the Grove Street Drainage Enhancements Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council hereby authorizes a 25% contingency amount up to \$12,672 for unforeseen changes to the Project.

PASSED and ADOPTED this 21<sup>st</sup> day of April, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Warrant Register #36 for the period of 02/25/15 through 03/03/15 in the amount of \$3,837,128.96 (Finance)

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

**MEETING DATE:** April 21, 2015

**AGENDA ITEM NO. |**

**ITEM TITLE:**

Warrant Register #36 for the period of 02/25/15 through 03/03/15 in the amount of \$3,837,128.96  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** Mark Roberts

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 02/25/15 through 03/03/15.

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

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of San Diego	316409	1,292,322.68	Transportation/ Treatment of Sewer
Health Net Inc	316445	65,041.98	Insurance R112A – March 2015
Kaiser Foundation	316452	176,066.88	Kaiser Ins Active – March 2015
Mile of Cars Association	316470	81,010.01	Special Assessmnt Apportionments
City of National City	94031	155,407.00	ROPS 15A Admin Allowance Costs
Public Emp Ret System	2272015	319,823.64	Ins Service Period 2/3/15-2/16/15

**FINANCIAL STATEMENT:**

**APPROVED:** Mark Roberts Finance

**ACCOUNT NO.**

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

Reimbursement total \$3,837,128.96

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Ratification of warrants in the amount of \$3,837,128.96

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #36



**WARRANT REGISTER #36  
3/3/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
JERAULDS CAR CARE CENTER	R & M CITY VEHICLES AS NEEDED	316389	2/26/15	1,504.57
STAPLES ADVANTAGE	MOP 45704. OFFICE SUPPLIES / FIRE	316390	3/3/15	695.32
ACEDO, I	RETIREE HEALTH BENEFITS / MAR 2015	316391	3/3/15	160.00
ALLEN, R	RETIREE HEALTH BENEFITS / MAR 2015	316392	3/3/15	125.00
AMEDEE, W	REIMB - MAINTAIN DON'T GAIN CHALLENGE	316393	3/3/15	45.00
ANDERSON, E	RETIREE HEALTH BENEFITS / MAR 2015	316394	3/3/15	110.00
ANDREWS, J	SUBSISTENCE: FIELD EVIDENCE TECH COURSE	316395	3/3/15	1,280.00
BAXTER'S FRAME WORKS	17" NATIONAL CITY POLICE DEPARTMENT FRAME	316396	3/3/15	458.87
BEARD, P	RETIREE HEALTH BENEFITS / MAR 2015	316397	3/3/15	70.00
BECK, L	RETIREE HEALTH BENEFITS / MAR 2015	316398	3/3/15	140.00
BEST BEST & KRIEGER ATTN LAW	LEGAL / PROFESSION SERVICES	316399	3/3/15	1,465.65
BISHOP, L	RETIREE HEALTH BENEFITS / MAR 2015	316400	3/3/15	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / MAR 2015	316401	3/3/15	260.00
BOYD JR, P	RETIREE HEALTH BENEFITS / MAR 2015	316402	3/3/15	145.00
C A P F	FIRE LTD - MAR 2015	316403	3/3/15	560.00
CAL UNIFORMS INC	TACT SQUAD 100% POLY LIGHT	316404	3/3/15	408.87
CALIFORNIA LAW ENFORCEMENT	PD LTD - MARCH 2015	316405	3/3/15	1,960.00
CAMEON, C	SUBSISTENCE: SHERMAN BLOCK COURSE / PD	316406	3/3/15	384.00
CARRILLO, R	RETIREE HEALTH BENEFITS / MAR 2015	316407	3/3/15	290.00
CEB	CA GOVERNMENT PORT LIABILITY	316408	3/3/15	207.62
CITY OF SAN DIEGO	TRANSPORTATION AND TREATMENT OF SEWER	316409	3/3/15	1,292,322.68
COLE, L	RETIREE HEALTH BENEFITS / MAR 2015	316410	3/3/15	165.00
COMMERCIAL AQUATICS	TRAINING: POOL OPERATOR / PW	316411	3/3/15	425.00
CONDON, D	RETIREE HEALTH BENEFITS / MAR 2015	316412	3/3/15	280.00
COOPER'S PLUMBING & HEATING	CITY-WIDE PLUMBING SERVICES	316413	3/3/15	510.00
CORPUZ, T	RETIREE HEALTH BENEFITS / MAR 2015	316414	3/3/15	140.00
COUNTY OF SAN DIEGO	SHARE OF PC REVENUE - JAN 15	316415	3/3/15	8,569.00
CSULB FOUNDATION	FIELD EVIDENCE TECHNICIAN COURSE/ANDREWS	316416	3/3/15	692.00
CSULB FOUNDATION	FIELD EVIDENCE TECHNICIAN COURSE/MATHEWS	316417	3/3/15	692.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS / MAR 2015	316418	3/3/15	250.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET	316419	3/3/15	4,119.70
DELTA DENTAL INSURANCE CO	PMI DENTAL INS - MAR 2015	316420	3/3/15	2,800.38
DESROCHERS, P	RETIREE HEALTH BENEFITS / MAR 2015	316421	3/3/15	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / MAR 2015	316422	3/3/15	70.00
DIGITAL COMBUSTION INC	FIRE STUDIO 3.0/3.6 TO FIRE STUDIO 5.0	316423	3/3/15	587.26
DILLARD, S	RETIREE HEALTH BENEFITS / MAR 2015	316424	3/3/15	480.00
DREDGE, J	RETIREE HEALTH BENEFITS / MAR 2015	316425	3/3/15	250.00
EDWARD PROFESSIONAL ADVISORS	WORKSHOP FEES: POST TEAM BLDG / PD	316427	3/3/15	5,550.00
EISER III, G	RETIREE HEALTH BENEFITS / MAR 2015	316428	3/3/15	250.00
ESPIRITU, D	REIMB - MEMBERSHIP FEES	316429	3/3/15	125.00
ESPIRITU, D	REIMB - EXECUTIVE DEV COURSE	316430	3/3/15	80.00
EVISTA ENVIRONMENTAL	EMERGENCY SERVICES MOLD ASSESSMENT	316431	3/3/15	1,998.00
FABINSKI, D	RETIREE HEALTH BENEFITS / MAR 2015	316432	3/3/15	220.00
FEDEX	2-831-11504/2-902-31461 PACKAGE	316433	3/3/15	99.64
FIRE ETC	CAIRNS 880 BLACK FIRE HELMET W/GOGGLE	316434	3/3/15	2,953.57
GELSKEY, K	RETIREE HEALTH BENEFITS / MAR 2015	316435	3/3/15	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / MAR 2015	316436	3/3/15	120.00
GRAINGER	MOP 65179. SUPPLIES FOR PARKS DEPT	316437	3/3/15	562.28
GRASS ROOTS PRESS	BOOKS FOR THE LITERACY COLLECTION	316438	3/3/15	460.70
GREEN VALLEY RANCH RESORT	INT ASSOCIATION OF FIRE CHIEFS CONFERENCE	316439	3/3/15	1,627.20



**WARRANT REGISTER #36  
3/3/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GUNDERT, M	RETIREE HEALTH BENEFITS FEB 2015	316440	3/3/15	700.00
HANSON, E	RETIREE HEALTH BENEFITS / MAR 2015	316441	3/3/15	135.00
HEALTH NET	NETWORK 57135A - MAR 2015	316443	3/3/15	5,334.29
HEALTH NET	HEALTHNET INS N5992A - MAR 2015	316444	3/3/15	543.45
HEALTH NET INC	INSURANCE R1192A MARCH 2015	316445	3/3/15	65,041.98
HODGES, B	RETIREE HEALTH BENEFITS / MAR 2015	316446	3/3/15	200.00
HONDO, E	RETIREE HEALTH BENEFITS / MAR 2015	316447	3/3/15	110.00
HONEYWELL INTERNATIONAL INC	CITY-WIDE HVAC MAINTENANCE	316448	3/3/15	29,496.25
INTEGRITY HOME IMPROVEMENTS	REIMB - BUSINESS LICENSE DUP PAYMENT	316449	3/3/15	200.00
JAMES, R	RETIREE HEALTH BENEFITS / MAR 2015	316450	3/3/15	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / MAR 2015	316451	3/3/15	50.00
KAISER FOUNDATION HEALTH PLANS	KAISER INS ACTIVE - MARCH 2015	316452	3/3/15	176,066.88
KAISER FOUNDATION HEALTH PLANS	RETIREE INS - MARCH 2015	316453	3/3/15	8,459.03
KAISER FOUNDATION HEALTH PLANS	H S A INS - MARCH 2015	316454	3/3/15	4,052.24
KAISER FOUNDATION HEALTH PLANS	INS ACTIVE - ADJUSTMENTS GRP#104220-0002	316455	3/3/15	1,634.22
KIMBLE, R	RETIREE HEALTH BENEFITS / MAR 2015	316456	3/3/15	300.00
KONE	CITY-WIDE ELEVATOR MAINTENANCE/REPAIRS	316457	3/3/15	3,083.32
KONICA MINOLTA	COPIER EQUIPMENT LEASE	316458	3/3/15	540.77
LANDA, A	RETIREE HEALTH BENEFITS / MAR 2015	316459	3/3/15	155.00
LEAGUE OF CALIFORNIA CITIES	LUNCHEON MEETINGS / CITY MANAGER	316460	3/3/15	810.00
LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES / CITY MANAGER	316461	3/3/15	600.00
LEFORTS SMALL ENGINE REPAIR	LABOR AND SERVICE - ENGINE OIL CHANGE	316462	3/3/15	300.00
LIFELOC TECHNOLOGIES	DRY GAS, 34L, 100 STANDARD	316463	3/3/15	238.01
LIMFUECO, M	RETIREE HEALTH BENEFITS / MAR 2015	316464	3/3/15	160.00
MALDONADO, J	RETIREE HEALTH BENEFITS / MAR 2015	316465	3/3/15	130.00
MATIENZO, M	RETIREE HEALTH BENEFITS / MAR 2015	316466	3/3/15	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / MAR 2015	316467	3/3/15	280.00
MEDINA, R	RETIREE HEALTH BENEFITS / MAR 2015	316468	3/3/15	105.00
MF ATHLETIC	PB ELITE MOLDED FOAM ROLLERS	316469	3/3/15	1,977.81
MILE OF CARS ASSOCIATION	SPECIAL ASSESSMENT APPORTIONMENTS	316470	3/3/15	81,010.01
MINER, D	RETIREE HEALTH BENEFITS / MAR 2015	316471	3/3/15	580.00
MORRISON, R	REIM / FRAMES & CERTIFICATES	316472	3/3/15	97.19
MUNISERVICES LLC	SALES TAX - DISTRICT TAX AUDIT	316473	3/3/15	26.00
MYERS, B	RETIREE HEALTH BENEFITS / MAR 2015	316474	3/3/15	140.00
NATIONAL CITY CHAMBER	NC TOURISM MARKETING FEE - DEC 2014	316475	3/3/15	20,127.79
MATTHEWS, N	SUBSISTENCE: FIELD EVIDENCE TECHNICIAN	316476	3/3/15	1,280.00
NOSAL, W	RETIREMENT SETTLEMENT / MAR 2015	316477	3/3/15	1,217.74
NOTEWARE, D	RETIREE HEALTH BENEFITS / MAR 2015	316478	3/3/15	120.00
OCHOA, I	RETIREE HEALTH BENEFITS / MAR 2015	316479	3/3/15	125.00
PALMER CAP CHUR EQUIP INC	CAP-CHUR CHARGES 1CC THRU 3CC	316480	3/3/15	84.00
PAUU JR, P	RETIREE HEALTH BENEFITS / MAR 2015	316481	3/3/15	340.00
PE, R	REIMB: APA NATIONAL PLANNING CONFERENCE	316482	3/3/15	312.75
PEASE JR, D	RETIREE HEALTH BENEFITS / MAR 2015	316483	3/3/15	140.00
PETERS, S	RETIREE HEALTH BENEFITS / MAR 2015	316484	3/3/15	290.00
POST, R	RETIREE HEALTH BENEFITS / MAR 2015	316485	3/3/15	280.00
POTTER, C	RETIREE HEALTH BENEFITS / MAR 2015	316486	3/3/15	150.00
PRO BUILD	MOP 45707 EARSOFT PLUGS - PD	316487	3/3/15	66.29
RAY, S	RETIREE HEALTH BENEFITS / MAR 2015	316488	3/3/15	190.00
RED WING SHOES STORE	SAFETY BOOTS / GONZALEZ	316489	3/3/15	250.00
RELIANCE STANDARD	VOLUNTARY LIFE INS - MARCH 2015	316490	3/3/15	3,045.63



**WARRANT REGISTER #36  
3/3/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ROARK, L	RETIREE HEALTH BENEFITS / MAR 2015	316491	3/3/15	135.00
ROE, V	RETIREE HEALTH BENEFITS / MAR 2015	316492	3/3/15	120.00
RUIZ, J	RETIREE HEALTH BENEFITS / MAR 2015	316493	3/3/15	310.00
SAN DIEGO COUNTY RECORDER	FEE FOR SUBSTITUTION OF TRUSTEE	316494	3/3/15	39.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: BASIC SUPERVISORY COURSE	316495	3/3/15	138.00
SDCMOA	ANNUAL LAW ENFORCEMENT BREAKFAST	316496	3/3/15	100.00
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	316497	3/3/15	434.97
SERVATIUS, J	RETIREE HEALTH BENEFITS / MAR 2015	316498	3/3/15	340.00
SHORT, C	RETIREE HEALTH BENEFITS / MAR 2015	316499	3/3/15	300.00
SMITH, J	RETIREE HEALTH BENEFITS / MAR 2015	316500	3/3/15	320.00
STRASEN, W	RETIREE HEALTH BENEFITS / MAR 2015	316501	3/3/15	135.00
SUNSET STATION HOTEL	INT ASSOCIATION OF FIRE CHIEFS CONFERENCE	316502	3/3/15	440.65
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL FOR FY	316503	3/3/15	8,489.65
TELLEZ, J	REIMB - EXECUTIVE DEV COURSE / PD	316504	3/3/15	80.00
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS MAR 2015	316505	3/3/15	8,216.02
TIPTON, B	RETIREE HEALTH BENEFITS / MAR 2015	316506	3/3/15	250.00
TRANE US INC	CITY-WIDE HVAC SERVICES AND REPAIRS	316507	3/3/15	421.89
TRIVIZ, R	RETIREE HEALTH BENEFITS / MAR 2015	316508	3/3/15	135.00
U S HEALTHWORKS	PRE EMPLOYMENT PHYSICALS / HR	316509	3/3/15	636.00
URIAS, N	RETIREE HEALTH BENEFITS / MAR 2015	316510	3/3/15	125.00
VERRY, L	RETIREE HEALTH BENEFITS / MAR 2015	316511	3/3/15	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / MAR 2015	316512	3/3/15	480.00
WHITE, J	RETIREE HEALTH BENEFITS / MAR 2015	316513	3/3/15	230.00
ZENGOTA, V	RETIREE HEALTH BENEFITS / MAR 2015	316514	3/3/15	300.00
ZIETLOW, D	RETIREE HEALTH BENEFITS / MAR 2015	316515	3/3/15	150.00
			<b>A/P Total</b>	<b>1,770,426.14</b>
<b>WIRED PAYMENTS</b>				
CITY OF NATIONAL CITY	ROPS 15A ADMIN ALLOWANCE COSTS	94031	2/25/15	155,407.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 02/03/15 - 02/16/15	2272015	2/27/15	319,823.64
<b>SECTION 8 HAPS</b>	<b>Start Date</b>	<b>End Date</b>		
	2/25/2015	3/3/2015		<b>735,505.11</b>
<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
5	2/17/2015	3/2/2015	3/11/2015	<b>855,967.07</b>
			<b>GRAND TOTAL</b>	<b>\$ 3,837,128.96</b>

**Certification**

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

  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
JERRY CANO, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

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

\_\_\_\_\_  
ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 21<sup>st</sup> OF APRIL, 2015.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Warrant Register #37 for the period of 03/04/15 through 03/10/15 in the amount of \$795,109.86 (Finance)

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

**MEETING DATE:** April 21, 2015

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Warrant Register #37 for the period of 03/04/15 through 03/10/15 in the amount of \$795,109.86  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 03/04/15 through 03/10/15.

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

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
EC Constructors Inc	316554	223,675.13	National City Aquatic Cntr Project
Kimley Horn and Assoc	316578	190,934.63	Paradise Creek Rest Project
STC Traffic Inc	316613	87,473.33	Kimball Park Project

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

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

Reimbursement total \$795,109.86

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Ratification of warrants in the amount of \$795,109.86

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #37



**WARRANT REGISTER #37  
3/10/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACME SAFETY & SUPPLY CORP	3- REFACE SIGNS-RUSH	316516	3/10/15	329.45
ALDEMCO	CONSUMABLES FOR NUTRITION	316517	3/10/15	3,355.65
ALL FRESH PRODUCTS	FOOD & CONSUMABLES / NUTRITION	316518	3/10/15	1,426.95
ARCO GASPRO PLUS	FUEL FOR CITY FLEET	316519	3/10/15	24,505.03
AT&T MCI	AT&T PHONE SERVICE / 1/13/15 - 2/12/15	316520	3/10/15	7,619.75
AT&T MCI	AT&T PHONE SERVICE / 2/13/15-3/12-15	316521	3/10/15	140.48
AT&T MOBILITY	ATT/CINGULAR WIRELESS / 1/6/15-2/5/15	316522	3/10/15	2,648.84
ATKINS NORTH AMERICA INC	NC FY 2016 SEWER SERVICES	316523	3/10/15	472.50
AUSTIN DOORS	CITY-WIDE ROLL UP DOORS SERVICE	316524	3/10/15	2,979.35
AZTEC APPLIANCE	CITY-WIDE APPLIANCE PURCHASES FOR FY	316525	3/10/15	300.24
BLACKIE'S TROPHIES AND AWARDS	MOP 67727 METAL NAME TAGS - PD	316526	3/10/15	51.84
BOOT WORLD	MOP#64096 WEARING APPAREL	316527	3/10/15	462.47
BURKE WILLIAMS & SORENSEN LLP	NEGOTIATIONS	316528	3/10/15	57.00
CA DEP OF PUBLIC HEALTH	LEAD CERIFICATION RENEWAL-G IBARRA	316529	3/10/15	225.00
CALIFORNIA ASSOCIATION OF CODE	BEST PRACTICES IN CODE ENFORCEMENT-SOSA	316530	3/10/15	50.00
CALIFORNIA ASSOCIATION OF CODE	BEST PRACTICES IN CODE ENFORCEMENT-OLSON	316531	3/10/15	50.00
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 BUILDING MATERIALS	316532	3/10/15	177.50
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 ELEC. MATERIALS	316533	3/10/15	65.00
CBM SERVICES INC	LIBRARY UPGRADES	316534	3/10/15	8,736.55
CHILDREN'S HOSPITAL	SAFE ROUTES SCHOOL CYCLE 3	316535	3/10/15	41,320.88
CITY CLERKS ASSOCIATION OF CA	MEMBERSHIP DUES - M DALLA	316536	3/10/15	170.00
CLAIMS MANAGEMENT ASSOCIATES	LIABILITY CLAIM SERVICES / RISK	316537	3/10/15	2,293.30
COMMERCIAL AQUATICS	POOL SERVICE & REPAIRS	316538	3/10/15	2,112.51
COX COMMUNICATIONS	COX INTERNET SERVICES FY15	316539	3/10/15	82.65
CPOA	KEYNOTE LUNCHEON-D. ESPIRITU/M. RODRIGUEZ	316540	3/10/15	100.00
CULLIGAN	WATER SOFTNER FOR DISHWASHER	316541	3/10/15	8.00
CYNTHIA TITGEN CONSULTING INC	RISK MGMNT CONSULTANT SERVICES	316542	3/10/15	2,470.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	316543	3/10/15	12,937.34
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	316544	3/10/15	3,313.80
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	316545	3/10/15	677.57
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	316546	3/10/15	472.50
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	316547	3/10/15	282.80
DANIELS TIRE SERVICE	MOP#76986 TIRES	316548	3/10/15	43.10
DELTA DENTAL	DENTAL INS PREMIER - MAR 2015	316549	3/10/15	15,337.66
DELTA DENTAL	COBRA DENTAL INS - JAN 2015	316550	3/10/15	231.54
DELTA DENTAL INSURANCE CO	COBRA DENTAL INS - JAN 2015	316551	3/10/15	33.00
D-MAX ENGINEERING	STORM WATER SERVICES	316552	3/10/15	6,971.96
DOKKEN ENGINEERING	PLAZA BLVD PS&E	316553	3/10/15	2,405.67
EC CONSTRUCTORS INC	NATIONAL CITY AQUATIC CTR PROJECT	316554	3/10/15	223,675.13
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET & MAINT	316555	3/10/15	5,903.41
EXPERIAN	CREDIT CHECKS / POLICE DEPARTMENT	316556	3/10/15	58.20
FEDEX	PACKAGE DELIVERY	316557	3/10/15	101.63
FERGUSON ENTERPRISES INC	MOP#45723 PLUMBING MATERIALS	316558	3/10/15	161.60
GOLDEN WEST COLLEGE	COMMUNICATION TRAINING -KAYLEIGH WARNE	316559	3/10/15	104.50
GONZALEZ, M	REFUND FOR WAGE GARNISHMENT	316560	3/10/15	61.00
GORMSEN APPLIANCE CO	CITY-WIDE APPLIANCE PURCHASES, REPAIRS	316561	3/10/15	140.00
GRAINGER	MOP#65179 SHOP SUPPLIES	316562	3/10/15	1,112.01
GRANICUS INC	GRANICUS WEBCASTING	316563	3/10/15	1,477.35
H M PITT LABS INC	TESTING FOR ASBESTOS	316564	3/10/15	30.00
HARRIS & ASSOCIATES INC	NATIONAL CITY -ADA	316565	3/10/15	6,311.15
HEALTH & HUMAN	EMPLOYEE ASSISTANCE PROGRAM - MAR 2015	316566	3/10/15	762.54
HEALTH NET	INS FOR R1192Q - JAN 2015	316567	3/10/15	1,667.97



**WARRANT REGISTER #37  
3/10/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HEALTH NET	HEALTH NET INS - FEB 2015	316568	3/10/15	944.30
THE HOME DEPOT CREDIT SERVICES	MICROWAVE	316569	3/10/15	643.68
HONEYWELL INTERNATIONAL INC	BLOWER BELT	316570	3/10/15	960.28
HUNTER'S NURSERY INC	MOP#457129 HORTICULTURAL ITEMS	316571	3/10/15	321.55
INNOVATIVE CONSTRUCTION	A AVE GREEN ST IMPROVE	316572	3/10/15	4,345.00
JERARDLS CAR CARE CENTER	R & M CITY VEHICLES AS NEEDED FOR FY	316573	3/10/15	755.25
JJJ ENTERPRISES	CITY-WIDE ALARM MONITORING	316574	3/10/15	679.60
JUST FRAME IT	2- WOOD FRAMES FOR 2 PROCLAMATIONS	316575	3/10/15	527.56
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS - MARCH 2015	316576	3/10/15	23,105.70
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS COBRA - JAN 2015	316577	3/10/15	468.25
KIMLEY HORN AND ASSOC INC	PARADISE CREEK REST PROJECT	316578	3/10/15	190,934.63
KONE	ELEVATOR MAINTENANCE FOR LIBRARY	316579	3/10/15	1,556.01
LASER SAVER INC	MOP 45725 TONER CARTRIDGE - FIRE	316580	3/10/15	340.96
LEARNING EXPRESS	LEARNING EXPRESS LIBRARY ONLINE	316581	3/10/15	7,900.00
LOVE, R	REIMB: ADVANCE DISPATCHER UPDATE	316582	3/10/15	199.88
MAINTEX INC	CITY-WIDE JANITORIAL SUPPLIES	316583	3/10/15	328.09
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	316584	3/10/15	455.00
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTOMOTIVE PARTS	316585	3/10/15	7.76
METRO FIRE & SAFETY	ANNUAL FIRE EXTINGUISHER SYSTEM	316586	3/10/15	130.69
MUNICIPAL MAINTENANCE EQUIP	BROOM DISC	316587	3/10/15	2,241.07
NAPA AUTO PARTS	MOP 45735. SUPPLIES FOR PARKS DEPT	316588	3/10/15	157.78
NATIONAL CITY CAR WASH	MOP372454 AUTOMOTIVE EQUIP	316589	3/10/15	300.96
NINYO & MOORE	AQUATIC CENTER	316590	3/10/15	1,444.25
ORKIN	CITY-WIDE PEST MAINTENANCE AS NEEDED	316591	3/10/15	403.39
PACIFIC TELEMAGEMENT SERVICE	PACIFIC TELEMAGEMENT PAY PHONE	316592	3/10/15	228.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES	316593	3/10/15	658.07
PERRY FORD	R & M CITY VEHICLES AS NEEDED FOR FY	316594	3/10/15	3,590.72
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO EQUIPMENT	316595	3/10/15	86.11
PRO BUILD	MOP#345742 BUILDING MATERIALS	316596	3/10/15	4,510.20
PRO-EDGE KNIFE	KNIFE SHARPENING SERVICES	316597	3/10/15	46.00
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES	316598	3/10/15	736.13
QUICK START INTELLIGENCE	ACTIVE DIRECTORY SERVICES W/ WINDOWS	316599	3/10/15	8,160.60
RAULSTON, B	REIMB: AMERICAN PLANNING CONFERENCE	316600	3/10/15	887.13
ROMERO'S ROOFING SERVICE INC	SHAKE ROOF TARP COVERS @ KIMBALL PARK	316601	3/10/15	2,100.00
RON BAKER CHEVROLET	MOP#45751 AUTO EQUIPMENT	316602	3/10/15	89.95
S D COUNTY SHERIFF'S DEPT	SHERIFF'S RANGE USE / POLICE	316603	3/10/15	400.00
SAFDIE RABINES ARCHITECTS	NATIONAL CITY AQUATIC CENTER	316604	3/10/15	15,466.21
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO EQUIPMENT	316605	3/10/15	133.85
SAN DIEGO DAILY TRANSCRIPT	ADVERTISING: PARADISE VALLEY ROAD PROJECT	316606	3/10/15	917.40
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC FOR NUTRITION CENTER	316607	3/10/15	2,005.97
SEAPORT MEAT COMPANY	MEATS / NUTRITION CENTER	316608	3/10/15	1,565.40
SMART & FINAL	MOP 45756. SUPPLIES / MYR DEPT	316609	3/10/15	37.46
SOUTH BAY WINDOW & GLASS CO	CITY-WIDE WINDOW/DOOR/MIRROR	316610	3/10/15	760.23
SPIERING, R	RETURNED PORTION OF DIRECT DEPOSIT	316611	3/10/15	100.00
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PURCHASING	316612	3/10/15	798.89
STC TRAFFIC INC	KIMBALL PARK PROJECT	316613	3/10/15	87,473.33
SYSCO SAN DIEGO INC	CONSUMABLES / NUTRITION CENTER	316614	3/10/15	4,125.75
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC CONTROL	316615	3/10/15	795.77
THE LIGHTHOUSE INC	MOP#45726 AUTO PARTS	316616	3/10/15	366.61
THOMSON WEST	ONLINE LEGAL RESEARCH / CITY ATTORNEY	316617	3/10/15	782.72
TOPECO PRODUCTS	MOP#63849 SMALL TOOLS	316618	3/10/15	124.71
TORREY PINES BANK	NATIONAL CITY AQUATIC CTR	316619	3/10/15	11,772.38



**WARRANT REGISTER #37  
3/10/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
TURNER'S PORTABLE WELDING	MATERIALS FOR NC REPAIR STATION	316620	3/10/15	904.70
U S BANK	CREDIT CARD EXP - FIRE	316621	3/10/15	4,963.49
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS	316622	3/10/15	328.70
URS CORPORATION	KIMBALL MORGAN NUTR CTR	316623	3/10/15	840.00
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING MATERIALS	316624	3/10/15	266.97
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE / POLICE	316625	3/10/15	655.25
VERIZON WIRELESS	VERIZON WIRELESS / 1/22/15 - 2/21/15	316626	3/10/15	7,414.11
VISTA PAINT	MOP#68834 TRAFFIC SUPPLIES	316627	3/10/15	515.02
WEST PAYMENT CENTER	CLEAR INVESTIGATIVE DATABASES / PD	316628	3/10/15	464.21
WILLY'S ELECTRONIC SUPPLY	MOP 45763. ELECTRICAL SUPPLIES / MIS	316629	3/10/15	1,406.77
NATIONAL CONSTRUCTION RENTALS	REPAIR FENCE AT 1640 E PLAZA BLVD / S A	316630	3/10/15	466.96
POWER PLUS	EQUIPMENT RENTAL / S A	316631	3/10/15	195.00
SDG&E	GAS & ELECTRIC UTILITIES SERVICES /SA	316632	3/10/15	273.64
SWEETWATER AUTHORITY	WATER UTILITES / S A	316633	3/10/15	45.44
			<b>A/P Total</b>	<b>793,095.86</b>
<b>WIRED PAYMENTS</b>				
THE BANK OF NEW YORK MELLON	1999 TAB ADMINISTRATION FEE	111324	3/4/15	2,014.00
	<b>GRAND TOTAL</b>			<b>\$ 795,109.86</b>

**Certification**

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

  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

**FINANCE COMMITTEE**

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RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
JERRY CANO, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

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

\_\_\_\_\_  
ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 21<sup>st</sup> OF APRIL, 2015.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended February 28, 2015. (Finance)

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

**MEETING DATE:** April 21, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

Investment transactions for the month ended February 28, 2015.

**PREPARED BY:** Ronald Gutlay

**DEPARTMENT:** Finance

**PHONE:** 619-336-4346

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

**EXPLANATION:**

In accordance with California Government Code section 53646 and City of National City's investment policy section XIIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending February 28, 2015.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

NA

**ENVIRONMENTAL REVIEW:**

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

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

**STAFF RECOMMENDATION:**

Accept and file the Investment Transaction Ledger for the month ended February 28, 2015.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Investment Transaction Ledger



Transaction Ledger

1/31/15 Thru 2/28/15

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	02/03/2015	60934N807	2.71	Federated Govt Oblig Fund Inst.	1.000	0.01 %	2.71	0.00	2.71	0.00
Purchase	02/08/2015	60934N807	2,581.25	Federated Govt Oblig Fund Inst.	1.000	0.01 %	2,581.25	0.00	2,581.25	0.00
Purchase	02/09/2015	60934N807	8,050.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	8,050.00	0.00	8,050.00	0.00
Purchase	02/09/2015	60934N807	560,000.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	560,000.00	0.00	560,000.00	0.00
Purchase	02/15/2015	60934N807	1,587.50	Federated Govt Oblig Fund Inst.	1.000	0.01 %	1,587.50	0.00	1,587.50	0.00
Purchase	02/17/2015	60934N807	1,168.75	Federated Govt Oblig Fund Inst.	1.000	0.01 %	1,168.75	0.00	1,168.75	0.00
Purchase	02/25/2015	60934N807	5,750.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	5,750.00	0.00	5,750.00	0.00
Purchase	02/27/2015	3137EADP1	400,000.00	FHLMC Note 0.875% Due 3/7/2018	99.388	1.08 %	397,552.00	1,652.78	399,204.78	0.00
Purchase	02/27/2015	60934N807	3,000.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	3,000.00	0.00	3,000.00	0.00
Purchase	02/27/2015	60934N807	600,000.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	600,000.00	0.00	600,000.00	0.00
Purchase	02/27/2015	91282VK3	400,000.00	US Treasury Note 1.375% Due 6/30/2018	100.739	1.15 %	402,954.47	881.22	403,835.69	0.00
Purchase	02/28/2015	60934N807	5,234.38	Federated Govt Oblig Fund Inst.	1.000	0.01 %	5,234.38	0.00	5,234.38	0.00
	<b>Subtotal</b>		<b>1,987,374.59</b>				<b>1,987,881.06</b>	<b>2,534.00</b>	<b>1,990,415.06</b>	<b>0.00</b>
Security Contribution	02/12/2015	90LAIF\$00	4,000,000.00	Local Agency Investment Fund State Pool	1.000		4,000,000.00	0.00	4,000,000.00	0.00
	<b>Subtotal</b>		<b>4,000,000.00</b>				<b>4,000,000.00</b>	<b>0.00</b>	<b>4,000,000.00</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>5,987,374.59</b>				<b>5,987,881.06</b>	<b>2,534.00</b>	<b>5,990,415.06</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Sale	02/27/2015	60934N807	803,040.47	Federated Govt Oblig Fund Inst.	1.000	0.01 %	803,040.47	0.00	803,040.47	0.00
	<b>Subtotal</b>		<b>803,040.47</b>				<b>803,040.47</b>	<b>0.00</b>	<b>803,040.47</b>	<b>0.00</b>
Call	02/27/2015	3135G0UY7	600,000.00	FNMA Callable Note 1X 2/27/15 1% Due 2/27/2017	100.000	1.00 %	600,000.00	0.00	600,000.00	-5,766.00
	<b>Subtotal</b>		<b>600,000.00</b>				<b>600,000.00</b>	<b>0.00</b>	<b>600,000.00</b>	<b>-5,766.00</b>
Maturity	02/09/2015	3137EACH0	560,000.00	FHLMC Note 2.875% Due 2/9/2015	100.000		560,000.00	0.00	560,000.00	-38,380.16
	<b>Subtotal</b>		<b>560,000.00</b>				<b>560,000.00</b>	<b>0.00</b>	<b>560,000.00</b>	<b>-38,380.16</b>



Transaction Ledger

1/31/15 Thru 2/28/15

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Security Withdrawal	02/05/2015	60934N807	1,016.00	Federated Govt Oblig Fund Inst.	1.000		1,016.00	0.00	1,016.00	0.00
Security Withdrawal	02/28/2015	90SDCP\$00	16,000.00	County of San Diego Pooled Investment Pool	1.000		16,000.00	0.00	16,000.00	0.00
	<b>Subtotal</b>		<b>17,016.00</b>				<b>17,016.00</b>	<b>0.00</b>	<b>17,016.00</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>1,980,056.47</b>				<b>1,980,056.47</b>	<b>0.00</b>	<b>1,980,056.47</b>	<b>-44,146.16</b>
<b>OTHER TRANSACTIONS</b>										
Interest	02/08/2015	3135G0TG8	590,000.00	FNMA Note 0.875% Due 2/8/2018	0.000		2,581.25	0.00	2,581.25	0.00
Interest	02/09/2015	3137EACH0	560,000.00	FHLMC Note 2.875% Due 2/9/2015	0.000		8,050.00	0.00	8,050.00	0.00
Interest	02/15/2015	912828TK6	520,000.00	US Treasury Note 0.25% Due 8/15/2015	0.000		650.00	0.00	650.00	0.00
Interest	02/15/2015	912828UM0	500,000.00	US Treasury Note 0.375% Due 2/15/2016	0.000		937.50	0.00	937.50	0.00
Interest	02/17/2015	3133EADW5	425,000.00	FFCB Note 0.55% Due 8/17/2015	0.000		1,168.75	0.00	1,168.75	0.00
Interest	02/18/2015	3136FPAB3	500,000.00	FNMA Callable Note 1X 2/18/2011 2% Due 8/18/2015	0.000		5,000.00	0.00	5,000.00	0.00
Interest	02/25/2015	3137EACW7	575,000.00	FHLMC Note 2% Due 8/25/2016	0.000		5,750.00	0.00	5,750.00	0.00
Interest	02/27/2015	3135G0UY7	600,000.00	FNMA Callable Note 1X 2/27/15 1% Due 2/27/2017	0.000		3,000.00	0.00	3,000.00	0.00
Interest	02/28/2015	3135G0MZ3	545,000.00	FNMA Note 0.875% Due 8/28/2017	0.000		2,384.38	0.00	2,384.38	0.00
Interest	02/28/2015	912828RF9	570,000.00	US Treasury Note 1% Due 8/31/2016	0.000		2,850.00	0.00	2,850.00	0.00
	<b>Subtotal</b>		<b>5,385,000.00</b>				<b>32,371.88</b>	<b>0.00</b>	<b>32,371.88</b>	<b>0.00</b>
Dividend	02/03/2015	60934N807	298,967.38	Federated Govt Oblig Fund Inst.	0.000		2.71	0.00	2.71	0.00
	<b>Subtotal</b>		<b>298,967.38</b>				<b>2.71</b>	<b>0.00</b>	<b>2.71</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>5,683,967.38</b>				<b>32,374.59</b>	<b>0.00</b>	<b>32,374.59</b>	<b>0.00</b>

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City rescinding Resolution No. 2014-91 and approving and adopting the annual appropriation limit for Fiscal Year 2015 of \$50,812,544. (Finance)

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

**MEETING DATE:** April 21, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City rescinding resolution no. 2014-91 and approving and adopting the annual appropriation limit for Fiscal Year 2015 of \$50,812,544.

**PREPARED BY:** Mark Roberts

**DEPARTMENT:** Finance

**PHONE:** 619-336-4265

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

**EXPLANATION:**

State law requires the governing body of each local jurisdiction to establish its appropriation limit, also known as the Gann Limit, by resolution each year. The Gann Limit sets a cap on the amount of local government spending that may be financed from proceeds of taxes.

The annual Gann limit is based on the previous year's appropriation limit multiplied by the percentage change in the population of the local jurisdiction's county and the percentage change in California per capita income.

Based on information provided by the State Department of Finance, the following percentage changes are used in setting the Fiscal Year 2015 appropriation limit:

California per Capita Personal Income	-0.23%
San Diego County Population	1.23%

The previous Fiscal Year 2015 appropriation limit formula erroneously used a Change in California per Capita Personal Income of +0.72%, resulting in a calculated appropriation limit of \$51,442,646.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

There is no impact on the City's appropriations, as the adopted General Fund appropriation, including transfers, for Fiscal Year 2015 totals \$47,307,647.

**ENVIRONMENTAL REVIEW:**

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

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

**STAFF RECOMMENDATION:**

Adopt the resolution amending the City's Fiscal Year 2015 appropriation limit to \$50,812,544.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Resolution

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
RESCINDING RESOLUTION NO. 2014-91, AND APPROVING AND ADOPTING  
THE ANNUAL APPROPRIATION LIMIT OF \$50,812,544 FOR FISCAL YEAR 2015

WHEREAS, State law requires the governing body of each local jurisdiction to establish its appropriation limit, also known as the Gann Limit, by resolution each year, which sets a cap on the amount of local government spending that may be financed from proceeds of taxes; and

WHEREAS, the annual Gann limit is based on the previous year's appropriation limit multiplied by the percentage change in the population of the local jurisdiction's county and the percentage change in California per capita income; and

WHEREAS, based on information provided by the State Department of Finance, the following percentage changes are used in setting the Fiscal Year 2015 appropriation limit:

California per Capita Personal Income	- 0.23%
San Diego County Population	1.23%

WHEREAS, in Resolution 2014-91, the Fiscal Year 2015 appropriation limit formula erroneously used a Change in California per Capita Personal Income of +0.72%, resulting in a calculated appropriation limit of \$51,442,646, which is now being rescinded by this Resolution.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of National City hereby rescinds Resolution No. 2014-91 and adopts of the annual appropriation limit of \$50,812,544 for Fiscal Year 2015.

PASSED and ADOPTED this 21<sup>st</sup> day of April, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City disaffirming a Planning Commission Interpretation of allowed uses in the Downtown Specific Plan Area and finding of consistency with the Downtown Specific Plan for a business located at 540 Natio

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

**MEETING DATE:** April 21, 2015

**AGENDA ITEM NO. |**

**ITEM TITLE:**

Resolution of the City Council of the City of National City disaffirming a Planning Commission Interpretation of allowed uses in the Downtown Specific Plan Area and finding of consistency with the Downtown Specific Plan for a business located at 540 National City Blvd. (Case File No.: 2015-04 I)

**PREPARED BY:** <sup>MR</sup> Martin Reeder, AICP

**DEPARTMENT:** Planning

**PHONE:** 619-336-4313

**APPROVED BY:** 

**EXPLANATION:**

The City Council held a public hearing at their meeting of April 7, 2015 and voted to disaffirm a Planning Commission interpretation related to permissible uses at a property located at 540 National City Blvd. The Council found that an adult day health care business was consistent with residential and visitor serving commercial uses in the Downtown Specific Plan area. The attached resolution is needed to take action on the item.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO. |**

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

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE: INTRODUCTION:**

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Resolution

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AFTER AN APPEAL FROM A PLANNING COMMISSION INTERPRETATION,  
DISAFFIRMING THE PLANNING COMMISSION INTERPRETATION  
THAT ADULT DAY CARE WAS NOT CONSISTENT WITH THE ALLOWED USES  
IN THE DOWNTOWN SPECIFIC PLAN AREA, AND FINDING ADULT DAY CARE  
CONSISTENT WITH VISITOR AND RESIDENTIAL SERVING USES IN  
THE DOWNTOWN SPECIFIC PLAN DEVELOPMENT ZONE 1B  
AT THE REQUEST OF A BUSINESS OWNER LOCATED  
AT 540 NATIONAL CITY BOULEVARD

WHEREAS, the Planning Commission of the City of National City considered a request for an interpretation of allowed uses for a business located at 540 National City Boulevard, at a duly advertised public hearing held on March 16, 2015, at which time oral and documentary evidence was presented; and

WHEREAS, the Planning Commission was requested to make an interpretation that adult day care was an allowed use in the Downtown Specific Plan Zone 1B because it was consistent with residential and visitor serving commercial uses; and

WHEREAS, the Planning Commission determined an adult day care was not consistent with residential and visitor serving commercial uses and was not consistent with the Downtown Specific Plan; and

WHEREAS, a timely appeal was filed by the business owner who had requested the interpretation; and

WHEREAS, the City Council considered the appeal from the Planning Commission interpretation of allowed uses for a business located at 540 National City Boulevard, at a duly advertised public hearing held on April 7, 2015, at which time oral and documentary evidence was presented; and

WHEREAS, at said public hearing the City Council considered the staff report contained in Case File No. 2015-04, maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and

WHEREAS, the City Council had the option to affirm, disaffirm or modify the Planning Commission interpretation; and

WHEREAS, the City Council disaffirmed the interpretation by the Planning Commission (that the proposed use was inconsistent with the intent of residential and visitor serving commercial uses and is not consistent with the Downtown Specific Plan); and

WHEREAS, the City Council found that the proposed use was consistent with the intent of residential and visitor serving commercial uses, and is consistent with the Downtown Specific Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the testimony and evidence presented to the City Council at the public hearing held on April 7, 2015, support the following findings:

1. That an adult day care facility is consistent with the intent of residential and visitor serving commercial uses, because the use is in need among the growing downtown population, and both the population and the number of housing units in the Downtown Specific Plan area is expected to increase in the future which increases the need for adult day care facilities.

2. That an adult day care facility is consistent with the Downtown Specific Plan because residential and visitor serving commercial uses are allowable use in Development Zone 1B of the Downtown Specific Plan, and an adult day care use is similar to other permitted or encouraged uses defined in the Plan.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 21<sup>st</sup> day of April, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) awarding a contract in the not-to-exceed amount of \$1,495,899.00 to New Century Construction, Inc. for the D Avenue and E. 12th Street Roundabout Installation including War Memorial Architect

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

**MEETING DATE:** | April 21, 2015 |

**AGENDA ITEM NO.** |

**ITEM TITLE:**

[Resolution of the City Council of the City of National City, 1) awarding a contract in the not-to-exceed amount of \$1,495,899.00 to New Century Construction, Inc. for the D Avenue and E. 12<sup>th</sup> Street Roundabout installation including War Memorial Architectural Improvements, CIP No. 15-02; 2) authorizing a 15% contingency in the amount of \$224,384.85 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) authorizing the appropriation of \$200,000 in General Fund for Safe Routes to School grant match.]

**PREPARED BY:** Kuna Muthusamy

**DEPARTMENT:** [Engineering/Public Works]

**PHONE:** [336-4383]

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

**EXPLANATION:**

[See attached.]



**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.** |

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

323-409-500-598-6175 (12<sup>th</sup> & D Roundabout): \$238,385.82  
307-409-500-598-6035 (Resurface Streets): \$857,513.18  
307-409-500-598-6035 FY16 (Resurface Streets): \$200,000.00  
001-409-500-598-6166 (Safe Routes to School): \$200,000.00

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

[Adopt the Resolution.]

**BOARD / COMMISSION RECOMMENDATION:**

[N/A]

**ATTACHMENTS:**

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

## EXPLANATION

The D Avenue and E. 12<sup>th</sup> Street Roundabout Improvements, CIP No. 15-02, will implement a traffic calming roundabout at 12<sup>th</sup> Street, curb extensions, pedestrian refuge islands, high-visibility crosswalks, landscaping, lighting enhancements, install sewer main and manholes, retaining walls and additional improvements to the Veterans Memorial Wall.

On March 6, 2015, the bid solicitation was advertised in local newspapers. Additionally, on March 9, 2015 the bid solicitation was posted on PlanetBids, a free public electronic bidding system for vendors.

National City has subscribed to PlanetBids, effective March 2, 2015, to improve our bidding system for Capital Improvement Projects. This electronic bidding system has performed well to date.

On March 26, 2015, six (6) bid were received electronically on PlanetBids by the 1:00 p.m. deadline. Bid results were available immediately after the 1:00 p.m. deadline. New Century Construction, Inc. was the apparent low bidder with a total bid amount (Base Bid plus Additive Bid) of \$1,495,899.00. Upon review of all documents submitted and reference checks, New Century Construction, Inc.'s bid is responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Attached are the bid opening results and a summary of the three lowest bidders for your information.

Staff recommends awarding a contract in the not to exceed amount of \$1,495,899.00 to New Century Construction, Inc. for the D Avenue and E. 12<sup>th</sup> Street Roundabout Improvements, CIP No. 15-02, and authorizing a 15% contingency in the amount of \$224,384.85.



## BID OPENING RESULTS

**NAME:** D AVENUE AND E. 12<sup>TH</sup> STREET ROUNDABOUT IMPROVEMENTS  
**CIP NO:** 15-02  
**DATE:** Thursday, MARCH 26, 2015  
**TIME:** 1:00 P.M.  
**ESTIMATE:** \$1,304,500.00.  
**PROJECT ENGINEER:** Stephen Manganiello

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA Add. #1	BID SECURITY -CHECK - BOND
1.	New Century Construction, Inc 9119 Emerald Grove Avenue Lakeside, CA 92040	\$ 1,495,899.00	Yes	Bond
2.	Blue Pacific Engineering & Construction 7330 Opportunity Road, Suite J San Diego, California 92111	\$ 1,496,404.00	Yes	Bond
3.	Just Construction, Inc. 3103 Market Street San Diego, CA 92102	\$ 1,527,121.20	Yes	Bond
4.	Western Rim Constructors, Inc. 912 S Andreasen Dr., Suite 108 Escondido, CA 92029	\$ 1,648,984.48	Yes	Bond
5.	Wier Construction Corporation 2255 Barham Drive Escondido, CA 92029	\$ 1,871,198.00	Yes	Bond
6.	Southland Paving 361 N. Hale Avenue Escondido, CA 92029	\$ 1,879,164.00	Yes	Bond

**Bid Results for D Avenue and E. 12th Street Roundabout Improvements, CIP No.15-02**

		New Century Construction, Inc.		Blue Pacific Engineering & Construction		Just Construction, Inc.	
Base Bid							
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
1	Mobilization/Demobilization	LS	1	\$85,000.00	\$85,000.00	\$50,000.00	\$50,000.00
2	Traffic Control	LS	1	\$20,000.00	\$20,000.00	\$60,000.00	\$60,000.00
3	Water Pollution Control	LS	1	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00
4	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00	\$80,000.00	\$80,000.00
5	Unclassified Excavation	LS	1	\$65,000.00	\$65,000.00	\$130,000.00	\$130,000.00
6	Surveying	LS	1	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00
7	4" Concrete Sidewalk Type per SDRSD G-7	SF	8300	\$9.00	\$74,700.00	\$8.00	\$66,400.00
8	Concrete Pedestrian Curb Ramp (All Types)	EA	8	\$2,500.00	\$20,000.00	\$2,500.00	\$20,000.00
9	Type A Concrete Median Passageway w/ domes, per Caltrans A88A & B	EA	3	\$3,500.00	\$10,500.00	\$4,000.00	\$12,000.00
10	Remove and Reconstruct Concrete Pedestrian Curb Ramp at West Leg of 12th Street and B Avenue (not shown on plans)	EA	2	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00
11	Remove and Reconstruct Concrete Pedestrian Curb Ramp at West Leg of 12th Street and C Avenue (not shown on plans)	EA	2	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00
12	Concrete Driveway (All Types)	SF	950	\$10.00	\$9,500.00	\$10.00	\$9,500.00
13	Alley Apron per SDRSD G-17	SF	2550	\$10.00	\$25,500.00	\$14.00	\$35,700.00
14	Type B-1 Concrete Curb for Medians, per SDRSD G-6	LF	650	\$30.00	\$19,500.00	\$24.00	\$15,600.00

			New Century Construction, Inc.		Blue Pacific Engineering & Construction		Just Construction, Inc.		
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
15	6" Type G Concrete Curb & Gutter, per SDRSD G-2	LF	1335	\$35.00	\$46,725.00	\$26.00	\$34,710.00	\$30.00	\$40,050.00
16	Concrete Pavers per project specification	SF	250	\$25.00	\$6,250.00	\$25.00	\$6,250.00	\$32.10	\$8,025.00
17	Replace Monument Paving to Match Existing	SF	600	\$15.00	\$9,000.00	\$25.00	\$15,000.00	\$37.50	\$22,500.00
18	Asphalt Concrete Pavement	TON	760	\$125.00	\$95,000.00	\$110.00	\$83,600.00	\$133.80	\$101,688.00
19	Crushed Aggregate Base	TON	1280	\$55.00	\$70,400.00	\$31.80	\$40,704.00	\$33.20	\$42,496.00
20	Construct Vehicular Concrete for Truck Apron(Colored)	SF	1120	\$12.00	\$13,440.00	\$12.00	\$13,440.00	\$13.40	\$15,008.00
21	Sidewalk Underdrain Pipe per SDRSD D-27	EA	1	\$250.00	\$250.00	\$500.00	\$500.00	\$267.50	\$267.50
22	Install Contech Urban Green Biofilter Unit	EA	8	\$15,000.00	\$120,000.00	\$12,500.00	\$100,000.00	\$5,885.00	\$47,080.00
23	Type 5 Retaining Wall Per Caltrans B3-4A	SF	1440	\$75.00	\$108,000.00	\$65.00	\$93,600.00	\$139.10	\$200,304.00
24	New Jersey Barrier End per OSCO Construction Group or Approved Equal	LS	1	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$2,675.00	\$2,675.00
25	Concrete Barrier Type 732A per Caltrans B11-55	LF	490	\$250.00	\$122,500.00	\$170.00	\$83,300.00	\$256.80	\$125,832.00
26	Tubular Hand Railing per Caltrans B11-51	LF	490	\$225.00	\$110,250.00	\$180.00	\$88,200.00	\$202.20	\$99,078.00
27	Install Concrete Steps per SDRSD M-26 (in two locations as shown on plans)	LS	1	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$16,050.00	\$16,050.00
28	Remove, dispose of unsuitable subgrade and replace with CAB and Mirafi 700x	TON	100	\$100.00	\$10,000.00	\$200.00	\$20,000.00	\$160.50	\$16,050.00

Item No.	Description	Unit	Qty.	New Century Construction, Inc.		Blue Pacific Engineering & Construction		Just Construction, Inc.	
				Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
29	Install Chain Link Gate per SDRSD M-5 (L=4.5')	EA	2	\$2,200.00	\$4,400.00	\$2,000.00	\$4,000.00	\$1,930.30	\$3,860.60
30	Landscape	LS	1	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00	\$62,237.60	\$62,237.60
31	Landscaping 120 Day Maintenance Period	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$6,955.00	\$6,955.00
32	Irrigation System	LS	1	\$90,000.00	\$90,000.00	\$40,000.00	\$40,000.00	\$95,818.50	\$95,818.50
33	Signing and Striping	LS	1	\$30,000.00	\$30,000.00	\$31,500.00	\$31,500.00	\$26,750.00	\$26,750.00
34	Lighting	LS	1	\$96,000.00	\$96,000.00	\$170,000.00	\$170,000.00	\$94,160.00	\$94,160.00
35	Install Sewer Manhole, Frame, Lid, and connection per SDRSD S-2	EA	2	\$15,000.00	\$30,000.00	\$8,500.00	\$17,000.00	\$1,070.00	\$2,140.00
36	Install 6" PVC Sewer Main	LF	60	\$400.00	\$24,000.00	\$150.00	\$9,000.00	\$192.60	\$11,556.00
37	War Memorial Architectural Improvements	LS	1	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$67,657.20	\$67,657.20
38	4" Concrete Pad (2500 PSI)	SF	80	\$12.00	\$960.00	\$12.00	\$960.00	\$9.10	\$728.00
39	Concrete Wall	CY	23	\$1,000.00	\$23,000.00	\$800.00	\$18,400.00	\$520.00	\$11,960.00
40	Concrete Sign Wall	LS	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$12,840.00	\$12,840.00
			Base Bid Total		\$1,492,875.00		\$1,491,364.00		\$1,500,157.20
<b>Additive Bid</b>									
41	REAS (Type II)	SY	840	\$3.60	\$3,024.00	\$6.00	\$5,040.00	\$32.10	\$26,964.00
			Additive Bid		\$3,024.00		\$5,040.00		\$26,964.00
			Base Bid & Additive Bid		\$1,495,899.00		\$1,496,404.00		\$1,527,121.20

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AWARDING A CONTRACT TO NEW CENTURY CONSTRUCTION, INC.,  
IN THE NOT-TO-EXCEED AMOUNT OF \$1,495,899 FOR THE “D” AVENUE  
AND EAST 12<sup>TH</sup> STREET ROUNDABOUT INSTALLATION PROJECT,  
INCLUDING THE WAR MEMORIAL ARCHITECTURAL IMPROVEMENTS,  
AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$224,384.85  
FOR ANY UNFORESEEN CHANGES, AUTHORIZING THE MAYOR TO  
EXECUTE THE CONTRACT, AND AUTHORIZING AN APPROPRIATION  
IN THE AMOUNT OF \$200,000 IN GENERAL FUND FOR  
SAFE ROUTES TO SCHOOL GRANT MATCH

WHEREAS, on March 26, 2015, the Engineering Department publicly opened, examined, and declared six (6) sealed bids for the “D” Avenue and East 12<sup>th</sup> Street Roundabout Installation Project, including the War Memorial Architectural Improvements; and

WHEREAS, New Century Construction, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$1,495,899; and

WHEREAS, a 15% contingency amount up to \$224,384.85 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the “D” Avenue and East 12<sup>th</sup> Street Roundabout Installation Project, including the War Memorial Architectural Improvements, to the lowest responsive, responsible bidder, to wit:

NEW CENTURY CONSTRUCTION, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$1,495,899 with New Century Construction, Inc., for the “D” Avenue and East 12<sup>th</sup> Street Roundabout Installation Project, including the War Memorial Architectural Improvements. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council hereby authorizes a 15% contingency amount up to \$224,384.85 for any unforeseen changes to the Project.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an appropriation in the amount of \$200,000 in General Fun for Safe Routes to School grant match.

PASSED and ADOPTED this 21<sup>st</sup> day of April, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution authorizing the City of National City to participate in a U.S. Department of Housing and Urban Development public offering as part of the Section 108 Loan Guarantee Assistance Program to refinance the existing note in the original principal amo

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

**MEETING DATE:** April 21, 2015

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution authorizing the City of National City to participate in a U.S. Department of Housing and Urban Development public offering as part of the Section 108 Loan Guarantee Assistance Program to refinance the existing note in the original principal amount of \$6,900,000 used to fund the construction of Fire Station 34. (Housing, Grants, and Asset Management)

**PREPARED BY:** Jocker Alejandro, Property Agent

**DEPARTMENT:** Housing, Grants, & Asset Management

**PHONE:** 619-336-4266

**APPROVED BY:** 

**EXPLANATION:**

(Please see attached background report).

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

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

001-419-475-213-0000 Contract Services: \$20,700 for cost of issuance.

Please see Background Report for financial analysis. The City will save approximately \$630,000 through the remaining term of the loan.

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Background Report
2. HUD transmittal letter
3. Fixed Rate Note for Series 2015-A Certificates
4. Contract for Fixed Rate Note, Entitlement
5. Public Offering Legal Opinion Letter
6. Supplement to Trust Agreement

## Background Report

The Housing and Urban Development (HUD) department launched a new Section 108 public offering scheduled for May 28, 2015. In 2003 the City of National City was approved by HUD to obtain a \$6.9 million loan for the purpose of constructing a new main fire station, Fire Station 34. The City of National City has a series 2003-A note with an outstanding balance of approximately \$4,140,000, in relation to Fire Station 34. After much analysis, HUD has determined that the City could save the municipality a substantial amount of money if the City chose to refinance this balance (\$4,140,000) in the public offering. The City's series 2003-A note qualifies for HUD's new Section 108 public offering.

If the City decides to participate in the 2015 public offering, there are several items to be considered:

- The estimate of savings is based on recently quoted yields on US Treasury obligations, which may be either higher or lower when the public offering rates are finalized in May.
- The issuance of a new note may require a resolution/ordinance (or other action) by your governing body (i.e., if the original resolution/ordinance does not contain language/flexibility that would allow community to go forward with the financing opportunity). You should consult with your counsel at the earliest opportunity to determine if such a resolution/ordinance is required for refinancing your current note.
- The new note will not be prepayable, but it can be defeased at any time as provided in the Section 108 Contract.
- You will have to pay issuance costs on the new note, which will probably be in the range of ½ of 1% of the loan amount. HUD has indicated that the cost of issuance is ½% (\$20,700).
- The terms of the new promissory note must be exactly the same as the existing promissory note (for example, the principal payment schedule will remain the same and the security provisions of the existing note will apply to the new note).
- If the Section 108 funds were loaned to a third-party borrower, you will want to discuss the refinancing option with the third-party entity at your earliest opportunity and determine if the refinancing will work for all parties.
- To enable the refinancing, the existing note will be defeased on the closing date of the public offering by depositing cash in an account with the Section 108 Trustee sufficient to prepay the outstanding balance on August 1, 2015 and to pay interest through that date. The Trustee will transfer the proceeds of the Municipality's new note into the defeasance account, including all remaining residual balances and will be responsible for remitting the interest payment as well as the issuance costs.

For further illustration, the following tables will show the debt service for the current note, the savings that could be realized if the City decides to participate, and the estimated rates.



## Projected Savings

		BORROWER:	NATIONAL CITYCA		
		AMOUNT OF NEW NOTE:	\$ 4,140,000		
		<b>INTEREST PAYABLE - CURRENT:</b>	\$ 1,147,422.50		
		<b>INTEREST PAYABLE - PROJECTED:</b>	(383,410.15)		
		<b>INTEREST PAYABLE ON CURRENT NOTE:</b>	(113,088.50)		
		<b>ESTIMATED ISSUANCE COSTS:</b>	(20,700.00)		
		<b>NET SAVINGS:</b>	630,223.85		
		<b>NPV OF INTEREST SAVINGS:</b>	\$ 593,067.54		
		EXISTING	PROJECTED		
		INTEREST	INTEREST	PRINCIPAL	OUTSTANDING
	<u>MATURITY</u>	<u>RATE(S)</u>	<u>RATE(S)*</u>	<u>INSTALLMENT</u>	<u>BALANCE</u>
	1-Aug-2015	5.07%	0.35%	335,000	3,805,000
	1-Aug-2016	5.19%	0.55%	365,000	3,440,000
	1-Aug-2017	5.29%	0.90%	390,000	3,050,000
	1-Aug-2018	5.38%	1.35%	420,000	2,630,000
	1-Aug-2019	5.46%	1.75%	455,000	2,175,000
	1-Aug-2020	5.53%	1.90%	485,000	1,690,000
	1-Aug-2021	5.59%	2.13%	520,000	1,170,000
	1-Aug-2022	5.64%	2.18%	565,000	605,000
	1-Aug-2023	5.69%	2.39%	605,000	-
	1-Aug-2024	0.00%	2.49%	0	-
		* as of:	March 27, 2015		

Projected Calculations

DATE	TOTAL PAYMENT	INTEREST	PRINCIPAL	OUTSTANDING BALANCE							0.87%			
				4,140,000							Offering Date	28-May-15		
01-Aug-15	346,775.11	11,775.11	335,000	3,805,000	0.57%	0.35%					101,313.39	0.36	101,000.41	119,315.07
01-Feb-16	33,056.91	33,056.91		3,805,000	1.74%						71,539.34	1.36	70,696.42	0.00
01-Aug-16	398,056.91	33,056.91	365,000	3,440,000	1.74%	0.55%					71,539.34	2.36	70,086.59	862,000.00
01-Feb-17	32,049.51	32,049.51		3,440,000	1.86%						63,074.99	3.37	61,255.27	0.00
01-Aug-17	422,049.51	32,049.51	390,000	3,050,000	1.86%	0.90%					63,074.99	4.36	60,729.77	1,701,041.10
01-Feb-18	30,290.61	30,290.61		3,050,000	1.99%						54,518.39	5.37	52,033.58	0.00
01-Aug-18	450,290.61	30,290.61	420,000	2,630,000	1.99%	1.35%					54,518.39	6.36	51,587.19	2,671,890.41
01-Feb-19	27,457.71	27,457.71		2,630,000	2.09%						46,053.29	7.37	43,197.22	0.00
01-Aug-19	482,457.71	27,457.71	455,000	2,175,000	2.09%	1.75%					46,053.29	8.36	42,826.64	3,804,547.95
01-Feb-20	23,487.83	23,487.83		2,175,000	2.16%						37,601.67	9.37	34,662.24	0.00
01-Aug-20	508,487.83	23,487.83	485,000	1,690,000	2.16%	1.90%					37,601.67	10.37	34,363.25	5,028,054.79
01-Feb-21	18,892.45	18,892.45		1,690,000	2.24%						28,786.80	11.38	26,078.14	0.00
01-Aug-21	538,892.45	18,892.45	520,000	1,170,000	2.24%	2.13%					28,786.80	12.37	25,854.43	6,430,904.11
01-Feb-22	13,364.85	13,364.85		1,170,000	2.28%						19,780.40	13.38	17,610.54	0.00
01-Aug-22	578,364.85	13,364.85	565,000	605,000	2.28%	2.18%					19,780.40	14.37	17,459.47	8,117,424.66
01-Feb-23	7,217.65	7,217.65		605,000	2.39%						9,994.60	15.38	8,744.95	0.00
01-Aug-23	612,217.65	7,217.65	605,000	0	2.39%	2.39%					9,994.60	16.37	8,669.93	9,902,109.59
01-Feb-24	0.00	0.00		0	#DIV/0!						0.00	17.38	0.00	0.00
01-Aug-24	0.00	0.00	0	0	#DIV/0!	2.49%					0.00	18.37	0.00	0.00
											764,012.35		726,856.04	38,637,287.67

NOTE: This schedule reflects HUD's estimate of amounts due, based on the interest rates in the public offering. However, these estimates are subject to confirmation by the Trustee - Bank of New York.

Rates

MATURITY	SERIES											1995-A	1996-A	1997-A	1999-A	2000-A	2001-A	2002-A	2003-A	2004-A	2006-A
	1994-A	1995-A	1996-A	1997-A	1999-A	2000-A	2001-A	2002-A	2003-A	2004-A	2006-A										
1-Aug-2006	6.76%	8.47%	7.05%	6.46%	5.75%	7.13%	5.20%	3.45%	2.41%	3.09%	0.00%										
1-Aug-2007	6.85%	8.57%	7.14%	6.49%	5.78%	7.22%	5.33%	3.80%	2.97%	3.62%	5.23%	1995-A	2								
1-Aug-2008	6.93%	8.67%	7.24%	6.61%	5.83%	7.22%	5.53%	4.16%	3.51%	4.00%	5.01%	1996-A	3								
1-Aug-2009	6.93%	8.77%	7.31%	6.70%	5.96%	7.20%	5.67%	4.43%	3.82%	4.32%	4.96%	1997-A	4								
1-Aug-2010	7.00%	8.86%	7.38%	6.78%	6.06%	7.45%	5.75%	4.67%	4.15%	4.57%	4.99%	1999-A	5								
1-Aug-2011	7.06%	8.91%	7.45%	6.83%	6.16%	7.50%	5.80%	4.85%	4.44%	4.79%	5.02%	2000-A	6								
1-Aug-2012	7.13%	8.93%	7.51%	6.88%	6.26%	7.65%	6.00%	4.99%	4.66%	4.96%	5.03%	2001-A	7								
1-Aug-2013	7.18%	8.98%	7.57%	6.93%	6.33%	7.72%	6.08%	5.29%	4.83%	5.08%	5.05%	2002-A	8								
1-Aug-2014	0.00%	9.03%	7.63%	6.98%	6.41%	7.76%	6.17%	5.43%	4.93%	5.19%	5.07%	2003-A	9								
1-Aug-2015	0.00%	0.00%	7.66%	7.03%	6.49%	7.81%	6.25%	5.56%	5.07%	5.36%	5.09%	2004-A	10								
1-Aug-2016	0.00%	0.00%	0.00%	7.08%	6.59%	7.86%	6.36%	5.67%	5.19%	5.48%	5.11%	2006-A	11								
1-Aug-2017	0.00%	0.00%	0.00%	7.13%	6.66%	7.91%	6.45%	5.77%	5.29%	5.59%	5.30%										
1-Aug-2018	0.00%	0.00%	0.00%	0.00%	6.72%	7.93%	6.51%	5.85%	5.38%	5.68%	5.38%										
1-Aug-2019	0.00%	0.00%	0.00%	0.00%	0.00%	7.96%	6.56%	5.93%	5.46%	5.76%	5.45%										
1-Aug-2020	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	6.62%	6.00%	5.53%	5.81%	5.51%										
1-Aug-2021	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	6.67%	6.07%	5.59%	5.87%	5.57%										
1-Aug-2022	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	6.12%	5.64%	5.92%	5.62%										
1-Aug-2023	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.69%	5.97%	5.66%										
1-Aug-2024	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	6.01%	5.70%										
1-Aug-2025	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.74%										
1-Aug-2026	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.77%										

SERIES	MATURITY																				
	1-Aug-2006	1-Aug-2007	1-Aug-2008	1-Aug-2009	1-Aug-2010	1-Aug-2011	1-Aug-2012	1-Aug-2013	1-Aug-2014	1-Aug-2015	1-Aug-2016	1-Aug-2017	1-Aug-2018	1-Aug-2019	1-Aug-2020	1-Aug-2021	1-Aug-2022	1-Aug-2023	1-Aug-2024	1-Aug-2025	1-Aug-2026
1994-A	6.76%	6.85%	6.93%	6.93%	7.00%	7.08%	7.13%	7.18%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1995-A	8.47%	8.57%	8.67%	8.77%	8.86%	8.91%	8.93%	8.98%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1996-A	7.05%	7.14%	7.24%	7.31%	7.38%	7.45%	7.51%	7.57%	7.63%	7.66%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1997-A	6.46%	6.49%	6.61%	6.70%	6.78%	6.83%	6.88%	6.93%	6.98%	7.03%	7.08%	7.13%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1999-A	5.75%	5.78%	5.83%	5.96%	6.06%	6.16%	6.26%	6.33%	6.41%	6.49%	6.59%	6.66%	6.72%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2000-A	7.13%	7.22%	7.22%	7.20%	7.45%	7.50%	7.65%	7.72%	7.76%	7.81%	7.86%	7.91%	7.93%	7.96%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2001-A	5.20%	5.33%	5.53%	5.67%	5.75%	5.80%	6.00%	6.08%	6.17%	6.25%	6.36%	6.45%	6.51%	6.56%	6.62%	6.67%	0.00%	0.00%	0.00%	0.00%	0.00%
2002-A	3.45%	3.80%	4.16%	4.43%	4.67%	4.85%	4.98%	5.29%	5.43%	5.56%	5.67%	5.77%	5.85%	5.93%	6.00%	6.07%	6.12%	0.00%	0.00%	0.00%	0.00%
2003-A	2.41%	2.97%	3.51%	3.82%	4.15%	4.44%	4.66%	4.83%	4.93%	5.07%	5.19%	5.29%	5.38%	5.46%	5.53%	5.59%	5.64%	5.69%	0.00%	0.00%	0.00%
2004-A	3.09%	3.62%	4.00%	4.32%	4.57%	4.79%	4.96%	5.08%	5.19%	5.36%	5.48%	5.59%	5.68%	5.76%	5.81%	5.87%	5.92%	5.97%	6.01%	0.00%	0.00%
2006-A	0.00%	5.23%	5.01%	4.96%	4.99%	5.02%	5.03%	5.05%	5.07%	5.09%	5.11%	5.30%	5.38%	5.45%	5.51%	5.57%	5.62%	5.66%	5.70%	5.74%	5.77%

## Sources and Uses of Funds in Defeasance Account

			<b>BORROWER:</b>	NATIONAL CITYCA
			<b>SERIES:</b>	2003-A
			<b>CURRENT LOAN BALANCE:</b>	4,140,000
			<b>NEW NOTE AMOUNT:</b>	4,140,000
			<b>FIRST OPTIONAL REDEMPTION DATE:</b>	8/1/2015
<b>SOURCES OF FUNDS IN DEFEASANCE ACCOUNT</b>				
			<b>TRUSTEE TRANSFERS PROCEEDS FROM NEW NOTE:</b>	\$ 4,119,300
			<b>BORROWER REMITS ISSUANCE COSTS:</b>	20,700
			<b>BORROWER REMITS CURRENT NOTE'S LAST INT PAYMENT:</b>	113,089 *
			<b>TOTAL SOURCES:</b>	\$ 4,253,089
<b>USES OF FUNDS IN DEFEASANCE ACCOUNT</b>				
			<b>INTEREST PAYMENT DUE ON 8/1/2015:</b>	(113,089)
			<b>SCHEDULED PRINCIPAL PAYMENT ON 8/1/2015:</b>	(335,000)
			<b>PREPAYMENT OF FUTURE PRINCIPAL PAYMENTS:</b>	(3,805,000)
			<b>TOTAL USES:</b>	\$ (4,253,089)
			<b>*TOTAL AMOUNT REMITTED BY BORROWER:</b>	\$ 133,789

If the City decides to participate in the program, it could realize savings over approximately \$630,000.00.

Staff is recommending the City Council of the City of National City to participate in the program.

2015 PO transmit All Borrowers Conversion-Fully Advanced 4-7-15



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410-7000

OFFICE OF THE ASSISTANT SECRETARY  
FOR COMMUNITY PLANNING AND DEVELOPMENT

April 10, 2015

Dear Sir or Madam:

Enclosed are documents that the City of National City (the "Borrower") requested related to the pending public offering of trust certificates guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. The public offering date is firm for May 28, 2015, except for adverse market conditions. The offering will be underwritten by Credit Suisse Securities (USA) LLC and Bank of America Merrill Lynch. Capitalized terms used in this letter are more fully defined in the enclosed documents.

Even though the public offering will not be held until May 28, 2015, it is necessary that the Department of Housing and Urban Development (HUD) receive the properly executed documents from you by close of business on May 5, 2015. We must verify that we have all documents from all Borrowers, and that they are satisfactory, before pricing and before we can sign the Underwriting Agreement. If we do not receive the documents from you by May 5, your note will not be included in the public offering on May 28.

This underwritten public offering will be conducted pursuant to legislation which permits HUD to guarantee trust certificates that are backed by a trust composed of notes or other obligations guaranteed under Section 108. Your note will be included in such a trust, together with the notes of other participating Borrowers.

Previously executed Note(s) converting from interim financing to permanent, fixed rate financing will be delivered by/on behalf of the Holder to The Bank of New York Mellon, as Trustee, two days before the public offering date and will be held in trust. At closing, the Trustee will issue a single, separate certificate for each Principal Due Date specified in the Note. Each such certificate shall specify the applicable pass-through interest rate, which rate(s) will also be entered in the Schedule P&I attached to the Note for the applicable Principal Due Dates. An interest rate will be established for each trust certificate at pricing by the underwriters one week before the public offering date.

Enclosed are a Schedule P&I for your Note(s) and wire transfer instructions in connection with the offering. The Schedule P&I must be executed by an authorized representative of the Borrower [it is preferable, but not required, that documents be signed in blue ink]. The Aggregate Principal Amount of the Note shall be repaid in accordance with the enclosed Schedule P&I. Please verify that the Principal Amounts (payments) shown are correct, as they may not be changed after the offering. Interest will accrue on each Principal Amount at the pass-through interest rate on the related trust certificate, payable on the applicable Interest Due Dates (each February 1 or August 1, beginning August 1, 2015), through the Principal Due Date on the Schedule P&I, which dates correspond to the related distribution dates of payments to investors on the trust certificates). Each interest payment will consist of the aggregate of the

interest amounts accrued to the applicable date on the entire principal balance of the Note. However, all payments on the Note are actually due to the Trustee on the Note Payment Date seven Business Days before the applicable Interest Due Date or Principal Due Date. This is necessary to enable the Trustee to aggregate the payments and direct them to the proper investors, and also to enable HUD to honor its Guarantee by making payment on behalf of the Borrower from pledged grant funds if necessary. You will be notified by the Trustee of the amount of the required payment one month before each Note Payment Date.

The previously-executed Contract for Loan Guarantee Assistance Under Section 108 (the Contract) provides when and how payment of the costs/fees of the public offering is to be made. The final amount of the costs will not be known until the week before the public offering date. We will notify you of the amount at that time, as well as the amount of accrued interest payable on interim note Advances being paid off at the offering, if applicable.

The enclosed form for wire transfer of funds provides the information that you will need to remit the costs of the public offering as well as the next scheduled payment on the previously issued Note. These funds must be remitted no later than 10:30 a.m., May 27, 2015.

You submitted an opinion of counsel with previously executed financing documents pursuant to paragraph 4(b) of the Contract. If only a Schedule P&I is being executed at this time, then no further opinion of counsel is required.

Please return the executed documents and the legal opinion by May 5, 2015, to:

U.S. Department of Housing and Urban Development  
Attention: Paul Webster, Director  
Financial Management Division  
451 Seventh St., SW, Room 7180  
Washington, D.C. 20410

If you have any questions regarding this letter, please contact either myself or Terry Rouch at 202-402-7066, or send an email to [paul.webster@hud.gov](mailto:paul.webster@hud.gov) and [Terry.E.Rouch@hud.gov](mailto:Terry.E.Rouch@hud.gov) (please be sure to copy both addresses). If your counsel has any questions about the legal opinion, please have your counsel contact Carey Whitehead or Makani Drummond of our Office of General Counsel at (202) 402-3106 or (202) 402-6192, respectively, or by email at [carey.c.whitehead@hud.gov](mailto:carey.c.whitehead@hud.gov) or [Makani.D.Drummond@hud.gov](mailto:Makani.D.Drummond@hud.gov).

Sincerely,

Paul Webster  
Director  
Financial Management Division

Enclosures

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT****Fixed Rate Note for Series 2015-A Certificates**

BORROWER: The City of National City, CA

NOTE NO. B-00-MC-06-0560REGISTERED HOLDER:  
THE BANK OF NEW YORK MELLON

DATE:

AGGREGATE PRINCIPAL  
AMOUNT: \$4,140,000

For value received, the undersigned, the City of National City (the "Borrower," which term includes any successors or assigns), a public entity or agency organized and existing under the laws of the State (or Commonwealth, if applicable) of California, promises to pay to the order of THE BANK OF NEW YORK MELLON, as Registered Holder (the "Holder," which term includes any successors or assigns), the Principal Amounts set forth on the attached Schedule P&I as of each applicable Principal Due Date set forth therein, together with interest on such unpaid Principal Amounts at the rates applicable thereto as specified on such attached Schedule P&I. Interest shall be calculated and payments shall be made in the manner set forth below. The Holder is acting hereunder on behalf of a trust (the "Trust") created pursuant to a Trust Agreement by and between the Secretary of Housing and Urban Development (the "Secretary") and Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), as trustee (the "Trustee"), dated as of January 1, 1995, as amended (the "Trust Agreement"), as supplemented by the applicable Supplement to the Trust Agreement, by and between the Secretary and the Trustee.

**A. Principal and Interest**

Interest on a Principal Amount of this Note that is due as of a given date specified on the Schedule P&I attached hereto (such date, the "Principal Due Date" for such Principal Amount) shall accrue at the per annum rate specified on such Schedule P&I from (and including) the date hereof to (but excluding) such Principal Due Date or, if applicable, to the applicable Interest Due Date on which an Optional Redemption (as defined below) occurs. The aggregate of the interest amounts accrued on the entire unpaid Principal Amount of this Note shall be due semiannually as of February 1 and August 1 of each year (each, an "Interest Due Date"), commencing on August 1, 2015, until the Aggregate Principal Amount listed on the Schedule P&I attached to this Note is paid in full. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

B. Optional Redemption

Certain Principal Amounts indicated as being eligible for Optional Redemption on the Schedule P&I hereto may be paid, in whole or in part, at the option of the Borrower as of any Interest Due Date on or after the date specified in such Schedule (an "Optional Redemption"). In order to elect an Optional Redemption of a redeemable Principal Amount, the Borrower shall give notice of its intention to redeem a Principal Amount to the Trustee and the Secretary not less than 60 days nor more than 90 days prior to the Interest Due Date as of which the Borrower intends to redeem the Principal Amount. The Trustee shall apply any payments received in respect of Optional Redemptions in accordance with written instructions of the Borrower, as approved by the Secretary. Principal Amounts that are not indicated as being eligible for Optional Redemption on such Schedule may not be prepaid.

C. Additional Definitions

For purposes of this Note, the following terms shall be defined as follows:

"Business Day" shall mean a day on which banking institutions in New York, New York, are not required or authorized to remain closed and on which the Federal Reserve Bank and the New York Stock Exchange are not closed. If any payment (including a payment by the Secretary) is required to be made on a day that is not a Business Day, then payment shall be made on the next Business Day.

"Contract" shall mean the Contract for Loan Guarantee Assistance, and any amendments thereto, between the Secretary and the Borrower, the designated public entity named therein (if applicable), or the State named therein (if applicable), which refers to and incorporates this Note by the number hereof.

D. Borrower's Timely Payment to Trustee

Notwithstanding anything contained in this Note, the Borrower, in accordance with the Contract, shall be required to make all payments of interest and principal, including any Optional Redemption payments, directly to the Trustee on the seventh Business Day prior to the appropriate Interest Due Date, Principal Due Date or date of Optional Redemption, as applicable.

E. Interest on Late Payments

If a payment of principal or interest herein provided for has not been duly received by the Holder from either the Borrower or the Secretary by the close of business on the applicable Interest Due Date or Principal Due Date, interest shall accrue on the amount of such payment at the applicable interest rate or rates payable on this Note, from the relevant due date until the date such payment is made. Nothing in the immediately preceding sentence shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

F. Applicability of Fiscal Agency Agreement and Trust Agreement

This Note and payments made hereunder shall be administered pursuant to the terms of the Trust Agreement and are subject to such agreement. The terms and provisions of the Trust Agreement, insofar as they affect the rights, duties and obligations of the Holder and/or the Borrower, are hereby incorporated herein and form a part of this Note. Capitalized terms not defined in this Note shall have the meanings ascribed to them in Trust Agreement. The Amended and Restated Master Fiscal Agency Agreement dated as of May 17, 2000, between the Secretary and The Bank of New York Mellon (successor to The Chase Manhattan Bank and JPMorgan Chase Bank, N.A.), as Fiscal Agent (the "Fiscal Agency Agreement") provides for The Bank of New York Mellon, acting as Fiscal Agent to perform certain duties, including the duties of registrar for this Note until this Note is canceled or a new registrar appointed in accordance with the Fiscal Agency Agreement. The Trust Agreement provides for the Trustee to perform certain duties, including the duties of paying agent and collection agent for this Note until a new Trustee is appointed in accordance with the Trust Agreement. This Note may be surrendered to the Fiscal Agent for registration of transfer or exchange, as provided in the Fiscal Agency Agreement. The Fiscal Agent and the Trustee shall permit reasonable inspection to be made of a copy of the Fiscal Agency Agreement or Trust Agreement kept on file at its corporate trust office. Neither the Fiscal Agency Agreement nor the Trust Agreement shall change the Borrower's payment obligations under this Note.

G. Applicability of Contract and Secretary's Guarantee

This Note evidences indebtedness incurred pursuant to and in accordance with the Contract and pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5308) (the "HCD Act"). This Note is subject to the terms and provisions of the Contract, to which Contract reference is hereby made for a statement of said terms and provisions and for a description of the collateral security for this Note. The payment of principal on the applicable Principal Due Dates and of interest on the applicable Interest Due Dates under this Note is unconditionally guaranteed by the Secretary to the Holder through a guarantee (the "Guarantee"). Execution of the Secretary's Guarantee is required before this Note is effective, and such Guarantee shall be issued pursuant to and in accordance with the terms of the Contract and Section 108 of the HCD Act.

H. Default

A default under this Note shall occur upon failure by the Borrower to pay principal or interest on this Note when due to the Trustee hereunder. On any Interest Due Date on or after the first permissible Optional Redemption Date, if either (i) a Borrower defaults on the payment of any interest or Principal Amount when due or (ii) the Secretary gives notice of a final decision to declare the Borrower in default pursuant to the following paragraph, then the Secretary may, but is not obligated to, make an acceleration payment to the Trustee equal to the unpaid Aggregate Principal Amount of the Note, together with accrued and unpaid interest thereon to such Interest Due Date. The Secretary shall give notice of such payment on the fourteenth Business Day preceding such Interest Due Date and shall make such payment on the seventh Business Day preceding such Interest Due Date. In the event that any such acceleration payment is made from

sources other than funds pledged by the Borrower as security under the Contract (or other Borrower funds), the amounts paid on behalf of the Borrower shall be deemed to be immediately due and payable to the Secretary. Nothing in this paragraph shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

In addition, the Secretary may declare the Borrower in default under this Note if the Secretary makes a final decision in accordance with the provisions of 24 CFR § 570.913 (or any successor regulation thereof), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with Title I of the HCD Act. Following the giving of such reasonable notice, the Secretary may take the remedial actions specified as available in the relevant provisions of the Contract pending the Secretary's final decision.

I. Holder's Reliance on Guarantee

Following a default by the Borrower under the terms of this Note, the Holder agrees to rely wholly and exclusively for repayment of this Note upon the Guarantee. The enforcement of any instruments or agreements securing or otherwise related to this Note shall be the sole responsibility of the Secretary, and the Holder shall not be responsible for the preparation, contents or administration of such instruments and agreements, or for any actions taken in connection with such instruments and agreement. The Holder, to the extent it is legally able to do so, shall bind or cause to be bound its successors and assigns to all limitations imposed upon the Holder by this Note.

J. Amendment

This Note may only be amended with the prior written consent of the Secretary and the Borrower. No such amendment shall reduce, without the prior written consent of the Holder of this Note, in any manner the amount of, or delay the timing of, payments required to be received on this Note by the Holder or Trustee, including Guarantee Payments.

K. Waivers

The Borrower hereby waives any requirement for presentment, protest or other demand or notice with respect to this Note. The Borrower hereby waives notice of default and opportunity for hearing for any failure to make a payment when due.

L. Delivery and Effective Date

This Note is deemed issued, executed, and delivered on behalf of the Borrower by its authorized official as an obligation guaranteed by the Secretary pursuant to Section 108 of the HCD Act, effective as of the date of the Secretary's Guarantee.

M. Borrower Specific Provisions

Proceeds of this Note shall be used solely for the purpose of refinancing, through defeasance, funds advanced under previous Note(s) having the same Note number.

[Remainder of Page Intentionally Left Blank]

**THE UNDERSIGNED**, as an authorized official of the Borrower, has executed and delivered this Note.

The City of National City, CA  
**BORROWER**

**BY:** \_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Title)**

**SCHEDULE P&I**Note No. B-00-MC-06-0560

Principal Amount	Principal Due Date	Interest Rate*	Optional Redemption Available	
			YES	NO
\$ 335,000	August 1, 2015			X
\$ 365,000	August 1, 2016			X
\$ 390,000	August 1, 2017			X
\$ 420,000	August 1, 2018			X
\$ 455,000	August 1, 2019			X
\$ 485,000	August 1, 2020			X
\$ 520,000	August 1, 2021			X
\$ 565,000	August 1, 2022			X
\$ 605,000	August 1, 2023			X
\$	August 1, 2024			X
\$	August 1, 2025		X	
\$	August 1, 2026		X	
\$	August 1, 2027		X	
\$	August 1, 2028		X	
\$	August 1, 2029		X	
\$	August 1, 2030		X	
\$	August 1, 2031		X	
\$	August 1, 2032		X	
\$	August 1, 2033		X	
\$	August 1, 2034		X	

\$4,140,000 = Aggregate Principal Amount

Principal Amounts due on or after August 1, 2025, for which Optional Redemption is available may be redeemed, subject to the terms contained herein and in the Trust Agreement, on any Interest Due Date on or after August 1, 2024.

\*The fixed rate applicable to each Principal Amount shall be listed by the Secretary.

Contract for Fixed Rate Note, Entitlement, 04-06-15 \*Defeasing\*

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER  
SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT  
OF 1974, AS AMENDED, 42 U.S.C. §5308**

**For Series HUD 2015-A Certificates**

This Contract for Loan Guarantee Assistance ("Contract") is entered into by the City of National City, California, as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered B-00-MC-06-0560, in the Aggregate Principal Amount of \$4,140,000, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). This is one of multiple Contracts under the Funding Approval ("Commitment") of the same number, which was approved by the Secretary on \_\_\_\_\_ . Such Aggregate Principal Amount will be paid or credited to the account of the Borrower pursuant hereto, and all such amounts are collectively referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee are sometimes collectively referred to as the "Fiscal Agent/Trustee."

**PART I**

- A. **The Note.** The Note is payable to the Trustee as Registered Holder. On the Public Offering Date, it is expected that trust certificates backed by the Note and similar notes issued by other Section 108 borrowers, denominated "Section 108 Government Guaranteed Participation Certificates Series HUD 2015-A," will be purchased for a purchase price of the full Aggregate Principal Amounts thereof by underwriters selected by the Secretary (the "Underwriters") pursuant to an Underwriting Agreement between the Underwriters and the Secretary, at a closing on such Public Offering Date as determined by the Secretary and the Underwriters. The Borrower agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall be the interest rate inserted on the Public Offering Date in Schedule P&I of the Note for the

Principal Amount of corresponding maturity. The Note shall be effective as an obligation of the Borrower only upon its delivery by the Secretary to the Fiscal Agent/Trustee and sale to the Underwriters at the closing on the Public Offering Date. The Borrower authorizes the Secretary to deliver the Note, together with the Secretary's Guarantee thereof, to the Fiscal Agent/Trustee as of such closing on the Public Offering Date, in accordance with the Fiscal Agency/Trust Agreements. After the Public Offering Date, the Borrower agrees that the Trustee pursuant to the Trust Agreement will maintain the books and records of all payments on the Note and all Principal Amounts and interest rates on such Principal Amounts.

- B. **Consents.** By execution of this Contract, the Borrower ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust certificates to investors (including the applicable interest rates). In addition, by execution hereof the Borrower ratifies and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements.
- C. **Prior Contracts.** As of the date of the Secretary's Guarantee of the Note, this Contract supersedes any prior Contract for Loan Guarantee Assistance entered into between the parties with respect to the Guaranteed Loan Funds, the terms of the Secretary's Guarantee, and any other matter covered by this Contract, provided that any such prior contract continues to govern any action taken by the Borrower or the Secretary pursuant thereto and prior to the Secretary's Guarantee of the Note (except for the provisions of paragraph 4 of this Contract) , and further provided that this Contract does not supersede such prior contract with respect to any note having the same note number other than the promissory note identified in paragraph 15(a). Notwithstanding the preceding sentence, if such prior contract contained provisions for security or other Borrower-specific terms for the benefit of the Secretary or to ensure program compliance in addition to the security identified in paragraphs 5(a), 5(b), 5(d), or 5(e) hereof, which security or other Borrower-specific terms may be generally set forth or incorporated in paragraph 5(c) (and any related provisions incorporated in paragraph 12) of such prior contract, or may be set forth in paragraph 15 or any succeeding paragraphs (including related provisions incorporated in paragraph 12) of such prior contract or any Attachment thereto, such additional security provisions or other Borrower-specific terms of the prior contract are hereby incorporated in this Contract and shall be deemed a part hereof.

**PART II****1. Receipt, Deposit and Use of Guaranteed Loan Funds.**

(a) Except for fees and charges deducted on the Public Offering Date pursuant to paragraph 4(a) by the Fiscal Agent/Trustee, or funds used to pay off any interim note refinanced by the Note, the Guaranteed Loan Funds shall be electronically transferred in accordance with the Borrower's instructions for deposit in a separate, identifiable custodial account (the "Guaranteed Loan Funds Account") with a financial institution whose deposits or accounts are Federally insured. The Guaranteed Loan Funds Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Account" (**Attachment 1**) and shall be continuously maintained for the Guaranteed Loan Funds. Such Letter Agreement must be executed when the Guaranteed Loan Funds Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.)

The Borrower shall make withdrawals from said account only for payment of the costs of Section 108 activities approved by HUD, for transfer to the Loan Repayment Account or for the temporary investment of funds pursuant to this paragraph 1(a). Such temporary investment of funds into the Guaranteed Loan Funds Investment Account shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Guaranteed Loan Funds Account. At that time, any balance of funds in the Guaranteed Loan Funds Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof, held in the Guaranteed Loan Funds Investment Account.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with the cash requirements of the approved activities. In no event shall the investments mature on or after       N/A      , or have maturities which exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Guaranteed Loan Funds Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Investment Account" (**Attachment 2**), which account shall be maintained for all Government Obligations purchased with funds from the Guaranteed Loan Funds Account. The Guaranteed Loan Funds Investment Account need only be established if and when the Borrower is required to invest, or otherwise invests, the

Guaranteed Loan Funds in Government Obligations. Such Letter Agreement must be executed when the Guaranteed Loan Funds Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Guaranteed Loan Funds Account.

All funds in the Guaranteed Loan Funds Account or the Guaranteed Loan Funds Investment Account must be withdrawn and disbursed by the Borrower for approved activities by N/A. Any funds remaining in either Account after this date shall be immediately transferred to the Loan Repayment Account established pursuant to paragraph 6 of this Contract.

(b) The Borrower shall by the fifteenth day of each month provide the Secretary with a written statement showing the balance of funds in the Guaranteed Loan Funds Account and the withdrawals from such account during the preceding calendar month, and a statement identifying the obligations and their assignments in the Guaranteed Loan Funds Investment Account, until such Accounts are fully disbursed.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Guaranteed Loan Funds and Guaranteed Loan Funds Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligations of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, in each case as elected by the Secretary in his sole discretion.

2. **Payments Due on Note.** The Borrower shall pay to the Fiscal Agent/Trustee, as collection agent for the Note, all amounts due pursuant to the terms of the Note. In accordance with the Note and the Fiscal Agency/Trust Agreements, payment shall be made by 3:00 P.M. (New York City time) on the seventh Business Day (the "Note Payment Date") preceding the relevant Interest Due Date or Principal Due Date (each as defined in the Note). If any Note Payment Date falls on a day that is not a Business Day, then the required payment shall be made on the next Business Day. Payment may be made by check or wire transfer.

Upon final payment of all amounts due to Holders under the Note, including any payment made by the Secretary pursuant to the Guarantee, the Fiscal Agent/Trustee is required by the Fiscal Agency/Trust Agreements to return the Note to the Secretary. Upon final payment to the Secretary of any amounts due as a result of Guarantee Payments or otherwise due under

this Contract, the Secretary will cancel and return the Note to the Borrower in discharge of the Borrower's obligations under the Note.

3. **Selection of New Fiscal Agent or Trustee.** The Secretary shall select a new Fiscal Agent or Trustee if the Fiscal Agent or Trustee resigns or is removed by the Secretary. The Borrower hereby consents in advance to any such selection and to any changes in the Fiscal Agency/Trust Agreements agreed to by any Fiscal Agent or Trustee and the Secretary, subject to paragraph 4(d) of this Contract.
4. **Payments Due Fiscal Agent or Trustee; Documents to the Secretary.**

(a) The Borrower agrees to pay the Borrower's share, as determined by the Secretary, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates, as approved by the Secretary, including the cost of reimbursement and/or compensation of the Trustee pursuant to the Trust Agreement, including Sections 3.11 and 7.01 thereof. In connection with the public offering, such payment shall either be made by wire transfer to the Trustee on the day prior to the Public Offering Date or shall be deducted from the Guaranteed Loan Funds on the Public Offering Date.

(b) The Borrower shall submit to the Secretary not later than twelve (12) Business Days prior to the Public Offering Date applicable to the Note, this executed Contract, the executed Note, and an opinion acceptable to the Secretary from the Borrower's counsel to the effect that: (i) the governing body of the Borrower has authorized by resolution or ordinance, in accordance with applicable State and local law, the issuance of the Note and the execution of this Contract; (ii) the Note and this Contract are valid, binding, and enforceable obligations of the Borrower; (iii) the pledge of funds pursuant to 24 CFR §570.705(b)(2) and paragraph 5(a) of this Contract is valid and binding; and (iv) there is no outstanding litigation that will affect the validity of the Note or this Contract. In addition, the Borrower shall submit any other additional documents or opinions specifically required by this Contract (e.g., paragraph 5(c), or paragraph 15, *et seq.*), at the time required thereby.

(c) The Borrower agrees to reimburse the Underwriters upon demand by the Secretary for the Borrower's share, as determined by the Secretary, of all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) incurred in connection with a proposed public offering, if the Underwriters incur such additional costs for the public offering because the Borrower withdraws from the

offering within ten Business Days of the Public Offering Date, or if the Borrower fails for any reason timely to submit in acceptable form any document required by this Contract (including paragraph 4(b)) to be submitted before the Public Offering Date. By execution and delivery of this Contract to the Secretary, the Borrower hereby expressly authorizes the Secretary to pay amounts due under this paragraph from funds pledged under paragraph 5(a) of this Contract.

(d) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses, or any indemnification by the Borrower from any source other than funds or other security pledged, as may be augmented by Borrower-specific terms for the benefit of the Secretary, pursuant to paragraphs C, 5, or 15, *et seq.*, of this Contract.

5. **Security.** The Borrower hereby pledges as security for repayment of the Note, and such other charges as may be authorized in this Contract, the following:

(a) All allocations or grants which have been made or for which the Borrower may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the Borrower pursuant to Section 108(q).

(b) Program income, as defined at 24 CFR 570.500(a)(or any successor regulation), directly generated from the use of the Guaranteed Loan Funds.

(c) Other security as described in paragraph 15, *et seq.*, or incorporated herein by paragraph C hereof, as applicable.

(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

(e) All funds or investments in the accounts established pursuant to paragraphs 1 and 6 of this Contract.

6. **Loan Repayment Account.**

(a) All amounts pledged pursuant to paragraphs 5(b), 5(c), and 5(d) of this Contract shall be deposited immediately on receipt in a separate identifiable custodial account (the "Loan Repayment Account") with a financial institution whose deposits or accounts are Federally insured. The Loan Repayment Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Account" (**Attachment 1**) and shall be maintained for such

pledged funds. The Loan Repayment Account need only be established if and when the Borrower receives amounts pledged pursuant to paragraph 5(b), 5(c) or 5(d). Such Letter Agreement must be executed when the Loan Repayment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) Borrower shall make withdrawals from said account only for the purpose of paying interest and principal due on the Note (including the purchase of Government Obligations in accordance with paragraph 10 hereof), for payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or for the temporary investment of funds pursuant to this paragraph, until final payment and discharge of the indebtedness evidenced by the Note, unless otherwise expressly authorized by the Secretary in writing. Such temporary investment of funds shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Loan Repayment Account. At that time, any balance of funds in the Loan Repayment Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with cash requirements for payment of principal and interest as required under the Note. In no event shall the maturities of such investments exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Loan Repayment Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Investment Account" (**Attachment 2**), which account shall be maintained for all Government Obligations purchased with funds from the Loan Repayment Account. Such Letter Agreement must be executed when the Loan Repayment Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Loan Repayment Account.

(b) Borrower shall by the fifteenth day of each month, provide the Secretary with a written statement showing the balance of funds in the Loan Repayment Account and the deposits and withdrawals of all funds in such account during the preceding calendar month and a statement identifying the obligations and their assignments in the Loan Repayment Investment Account, for any month in which there are funds in such Accounts.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Loan Repayment and Loan Repayment Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, in each case as elected by the Secretary in his sole discretion.

7. **Use of CDBG, EDI or BEDI Funds for Repayment.** Any funds available to the Borrower under Section 106 of the Act (including program income derived therefrom) are authorized to be used by the Borrower for payments due on the Note, Optional Redemption (as defined in the Note), payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or the purchase of Government Obligations in accordance with paragraph 10. Any funds specifically available to the Borrower for such payments or as a debt service reserve under an EDI Grant Agreement pursuant to Section 108(q) of the Act which supports the eligible project(s) and activities financed by the Note may also be used therefor; any other use of Section 108(q) funds for such purposes shall require the prior written approval of the Secretary. Unless otherwise specifically provided herein or unless otherwise expressly authorized by the Secretary in writing, the Borrower shall substantially disburse funds available in the Loan Repayment or the Loan Repayment Investment Accounts before funds from grants under Section 106 of the Act are withdrawn from the U.S. Treasury for such purposes.
8. **Secretary's Right to Restrict Use of CDBG Funds to Repayment.** Upon a determination by the Secretary that payments required by paragraph 2 and/or paragraph 4 of this Contract are unlikely to be made as specified, the Secretary may give the Borrower notice that the availability to the Borrower of funds pledged under paragraph 5(a) of this Contract for purposes other than satisfaction of the pledge is being restricted. This restriction shall be in an amount estimated by the Secretary to be sufficient to ensure that the payments referred to in paragraph 2 and/or paragraph 4 hereof are made when due. This restriction may be given effect by conditioning the restricted amounts to prohibit disbursement for purposes other than satisfaction of the pledge at the time such restricted funds are approved as grants, by limiting the Borrower's ability to draw down or expend the restricted funds for other purposes, and by disapproving payment requests submitted with respect to such grants for purposes other than satisfaction of the pledge.
9. **Secretary's Right to Use Pledged Funds for Repayment.** The Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower

under paragraph 2 and/or paragraph 4, if such payment has not been timely made by the Borrower.

10. **Defeasance.** For purposes of this Contract, the Note shall be deemed to have been paid (defeased) if there shall have been deposited with the Trustee either moneys or Government Obligations (defined below), which in the sole determination of the Secretary, mature and bear interest at times and in amounts sufficient, together with any other moneys on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due on the Note. The Aggregate Principal Amount of the Note or any unpaid Principal Amount may be so defeased, in whole or in part, as of any Interest Due Date, or any other Business Day acceptable to both HUD and the Borrower. In accordance with the Note and the Trust Agreement, the Borrower shall give timely notice and written instructions to the Secretary and the Trustee concerning any principal amounts proposed to be defeased, including any Optional Redemptions proposed, which instructions shall be approved by the Secretary. If the unpaid Aggregate Principal Amount of the Note guaranteed pursuant to this Contract shall be defeased and deemed to have been paid in full, then the Borrower shall be released from all agreements, covenants, and further obligations under the Note.

"Government Obligation" means a direct obligation of, or any obligation for which the full and timely payment of principal and interest is guaranteed by, the United States of America, including but not limited to, United States Treasury Certificates of Indebtedness, Notes and Bonds - State and Local Government Series or certificates of ownership of the principal of or interest on direct obligations of, or obligations unconditionally guaranteed by, the United States of America, which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System and has capital and surplus (exclusive of undivided profits) in excess of \$100,000,000.

11. **Default.**

(a) A Default under the Note and this Contract shall occur upon failure by the Borrower to:

(i) pay when due an installment of principal or interest on the Note; or (ii) punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in: (A) this Contract, (B) any security agreement, deed of trust, mortgage, assignment, guarantee, or other contract securing payment of indebtedness evidenced by the Note, or (C) any future amendments, modifications, restatements, renewals, or extensions of any such documents.

(b) The Borrower waives notice of Default and opportunity for hearing with respect to a Default under paragraph 11(a).

(c) In addition to Defaults under paragraph 11(a), the Secretary may declare the Note in Default if the Secretary makes a final decision in accordance with the provisions of section 111 of the Act and 24 CFR 570.913 (or any successor provisions), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with title I of the Act. Notwithstanding any other provision, following the giving of such reasonable notice, the Secretary may, in the Secretary's sole discretion pending the Secretary's final decision, withhold the guarantee of any or all obligations not yet guaranteed on behalf of the Borrower under outstanding commitments, and/or direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account initiated by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account.

12. **Remedial Actions.** Upon a Default or declaration of Default under this Contract, the Secretary may, in the Secretary's sole discretion, take any or all of the following remedial actions:

(a) With any funds or security pledged under this Contract, the Secretary may (i) continue to make payments due on the Note, (ii) make an acceleration payment with respect to the principal amount of the Note subject to Optional Redemption as provided in Section B of the Note, (iii) purchase Government Obligations in accordance with paragraph 10 of this Contract, (iv) pay any interest due for late payment as provided in the Note, this Contract, or the Fiscal Agency/Trust Agreements, (v) pay any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, and/or (vi) pay any reasonable expenses incurred by the Secretary or the Fiscal Agent/Trustee as result of the Borrower's Default.

(b) The Secretary may withhold the guarantee of any or all obligations not yet guaranteed or the disbursement of any or all grants not yet disbursed in full under outstanding guarantee commitments or grant approvals for the Borrower under Sections 108 and/or 106 of the Act.

(c) The Secretary may direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account; and/or direct the Borrower and/or the Borrower's

financial institution to transfer remaining balances from the Guaranteed Loan Funds Account to the Loan Repayment Account.

(d) With respect to amounts subject to Optional Redemption, the Secretary may accelerate the Note.

(e) The Secretary may exercise any other appropriate remedies or sanctions available by law or regulation applicable to the assistance provided under this Contract, or may institute any other action available under law, to recover Guaranteed Loan Funds or to reimburse the Secretary for any payment under the Secretary's Guarantee or any reasonable expenses incurred by the Secretary as a result of the Default.

(f) All notices and submissions provided for hereunder shall be in writing (including by telex, telecopier or any other form of facsimile communication) and mailed or sent or delivered, as to each party hereto, at its address set forth below or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications shall be effective when received as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an answer back; and (iv) if sent by telecopier, upon confirmed receipt.

The Secretary:

U.S. Dept. of Housing and Urban Development  
Attention: Paul Webster, Director  
Financial Management Division  
451 7th Street SW, Room 7180  
Washington, DC 20410

Borrower:

City of National City  
Attn: Leslie Deese, City Manager  
City Manager's Office  
1243 National City Blvd  
National City, CA 91950

13. **Limited Liability.** Notwithstanding any other provision of this Contract, the Fiscal Agency/Trust Agreements or the Note, any recovery against the Borrower for any liability for amounts due pursuant to the Note, the Fiscal Agency/Trust Agreements and this Contract shall be limited to the sources of security pledged in paragraphs C, 5, or any Special Conditions of or Modifications to this Contract, as applicable. Neither the general credit nor the taxing power of the Borrower, or of the State in which the Borrower is located, is pledged for any

payment due under the Note, the Contract, or the Fiscal Agency/Trust Agreements.

14. **Incorporated Grant Agreement.** The Contract and the Note are hereby incorporated in and made a part of the Grant Agreement authorized by the Secretary on \_\_\_\_\_ under the Funding Approval for grant number B-00-MC-06-0560 to the Borrower. In carrying out activities with the Guaranteed Loan Funds hereunder, the Borrower agrees to comply with the Act and 24 CFR Part 570, as provided in Subpart M thereof.

15. **Special Conditions and Modifications:**

(a) The Guaranteed Loan Funds shall be used only to pay principal amounts due or payable on or after August 1, 2015, under that certain promissory note issued by the Borrower and identified as Note Number B-00-MC-06-0560, Series 2003-A. The Guaranteed Loan Funds shall be deposited in a defeasance account established with the Trustee pursuant to the Contract for Loan Guarantee Assistance executed in connection with the issuance of such promissory note. The Borrower agrees to pay to the Trustee moneys in an amount equal to the amount of the interest to become due on such promissory note on August 1, 2015 for deposit in such defeasance account.

Such payment shall be in addition to any payment required under paragraph 4(a) of this Contract and shall be made by wire transfer to the Trustee on the day prior to the Public Offering Date. In addition to the Secretary's rights under paragraph 9 of this Contract, the Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower under this paragraph 15(a), if such payment has not been timely made by the Borrower.

(b) Additional Grounds for Default. Notice of Default. Restriction of Pledged Grants. Availability of Other Remedial Actions.

(i) The Borrower acknowledges and agrees that the Secretary's guarantee of the Note is made in reliance upon the availability of grants pledged pursuant to paragraph 5(a) (individually, a "Pledged Grant" and, collectively, the "Pledged Grants") in any Federal fiscal year subsequent to the Federal fiscal year ending September 30, 2014 to: (A) pay when due the payments to become due on the Note, or (B) defease (or, if permitted, prepay) the full amount outstanding on the Note. The Borrower further acknowledges and agrees that if the Secretary (in the Secretary's sole

discretion) determines that Pledged Grants are unlikely to be available for either of such purposes, such determination shall be a permissible basis for any of the actions specified in paragraphs (ii) and (iii) below (without notice or hearing, which the Borrower expressly waives).

- (ii) Upon written notice from the Secretary to the Borrower at the address specified in paragraph 12(f) above that the Secretary (in the Secretary's sole discretion) has determined that Pledged Grants are unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above (such notice being hereinafter referred to as the "Notice of Impaired Security"), the Secretary may limit the availability of Pledged Grants by withholding amounts at the time a Pledged Grant is approved or by disapproving payment requests (drawdowns) submitted with respect to Pledged Grants.
- (iii) If after 60 days from the Notice of Impaired Security the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are still unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above, the Secretary may declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph (iii) shall not affect the right of the Secretary to declare the Note and/or this Contract in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.
- (iv) All notices and submissions provided for hereunder shall be submitted as directed in paragraph 12(f) above.

[Rest of Page Intentionally Left Blank]

THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective upon delivery of the Note and Guarantee as of the Public Offering Date (except that paragraphs 4 and 15(a) hereof shall be effective when this Contract is executed on behalf of the Borrower and delivered to the Secretary).

The City of National City, CA  
**BORROWER**

**BY:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

**BY:** \_\_\_\_\_  
(Signature)

Marion Mollegen McFadden  
\_\_\_\_\_  
(Name)

Deputy Assistant Secretary  
for Grant Programs  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

April 21, 2015

Secretary of Housing and Urban Development  
451 7th Street, SW  
Washington, DC 20410

Dear Sir or Madam:

The undersigned, being duly licensed and in good standing to practice law in the State of California, is legal counsel to the City of National City ("Borrower"). As such, I have represented the Borrower regarding that certain promissory note, referred to as Note No. B-00-MC-06-0560, in the Aggregate Principal Amount of \$4,140,000 ("Note"), to be executed by the Borrower payable to the order of the Registered Holder thereof, and to be guaranteed by the Secretary of Housing and Urban Development ("HUD") under section 108 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. 5308 ("Section 108"). The Note will be included in a trust created by HUD (together with other Section 108 Notes issued by other borrowers), and trust certificates based on the trust will be sold in the Series 2015-A public offering by underwriters selected by HUD. HUD's guarantee of the Note will be governed by the Contract for Loan Guarantee Assistance under Section 108 between the Borrower and HUD (the "Contract"), in which the Borrower pledges Community Development Block Grants pursuant to 24 CFR 570.705(b)(2), as well as any other security specified in the Contract, as security for HUD's guarantee.

In my capacity as legal counsel, I have made an examination and investigation of all such matters of fact and questions of law as I consider necessary or advisable to enable me to render the opinion hereafter set forth. Specifically, and without limiting the generality of the foregoing, I have examined:

1. Resolution No. \_\_\_\_\_ of the governing body of Borrower dated authorizing Borrower to enter into this transaction, and authorizing Ron Morrison, Mayo of the City of National City to execute on behalf of Borrower all documents necessary or desirable to accomplish the transaction.
2. The Contract.
3. The Note.
4. The Amended and Restated Master Fiscal Agency Agreement dated as of May 17, 2000, the Trust Agreement dated as of January 1, 1995, together with Amendment No. 1 thereto, dated June 30, 2004, and the form of Supplement to the Trust Agreement to be executed by the Secretary of HUD for the closing of the public offering.

Based on the foregoing investigation and authorities, I am of the opinion that:

1. Borrower has authorized in accordance with applicable State and local law, the transaction, including issuance of the Note, the pledge of grant funds, and the execution of all documents necessary or desirable to accomplish the transaction.

2. Borrower has authorized, in his capacity as Mayor, to execute the Contract, the Note and all documents necessary or desirable to accomplish the transaction.

3. The Note and the Contract have been duly executed by the aforementioned authorized representative(s) of the Borrower, and upon delivery thereof, due execution of the Contract and Guarantee on behalf of HUD, and receipt of the loan proceeds on behalf of the Borrower, the Note and Contract, including the provisions for compensation of the Fiscal Agent/Trustee from funds pledged under the Contract (as incorporated therein), shall be valid, binding and enforceable obligations of the Borrower.

4. The pledge of present and future Community Development Block Grants by the Borrower pursuant to 24 CFR 570.705(b)(2) and the Contract is valid and binding.

5. There is no outstanding, or to my knowledge threatened, action, suit, proceeding, investigation or litigation by or against the Borrower that will affect the validity of the Note or the security therefor.

Sincerely,

Claudia G. Silva  
City Attorney

SERIES 2015-A SUPPLEMENT  
TO TRUST AGREEMENT

relating to  
\$4,140,000 Aggregate Original Principal Amount

SECTION 108 GOVERNMENT GUARANTEED  
PARTICIPATION CERTIFICATES, SERIES HUD 2015-A

This SUPPLEMENT (the “Series 2015-A Supplement”), is entered into by the SECRETARY OF HOUSING AND URBAN DEVELOPMENT (the “Secretary”) and THE BANK OF NEW YORK MELLON (successor to JPMorgan Chase Bank, N.A.), as trustee (the “Trustee”) under the Trust Agreement, dated as of January 1, 1995, by and between the Trustee and the Secretary, as sponsor of a Trust created on behalf of certain units of general local government and public agencies designated by such units of general local government (as amended or supplemented from time to time, the “Agreement”). All capitalized terms used but not defined herein have the meanings ascribed thereto in the Agreement, as amended hereby.

WITNESSETH

WHEREAS, pursuant to the Agreement, the Trustee is to hold in trust certain Notes guaranteed by the Secretary and to issue Series 2015-A Certificates (the “Series 2015-A Certificates”) evidencing beneficial interests in a trust consisting of such Notes (the “Trust”); and

WHEREAS, pursuant to the Agreement, the Secretary and the Trustee are to enter into this Series 2010-A Supplement whereby the Secretary delivers the Notes and related Guarantee to the Trustee and the Secretary directs the Trustee to issue the Series 2015-A Certificates;

NOW, THEREFORE, in consideration of these premises, the parties agree as follows:

1. Delivery and Acknowledgment.

The Secretary hereby delivers to the Trustee (a) the Notes (together with any necessary endorsements thereon) listed on the attached Schedule 1, as identified by Borrower, Aggregate Principal Amounts, Principal Amounts, Principal Due Dates and interest rates and (b) the related Guarantee to hold in trust for the benefit of the Certificateholders. The Secretary acknowledges the terms and conditions of the Agreement and hereby agrees that the Trust shall be governed by the terms thereof as amended hereby. The term “Trust” as used herein shall refer to that Trust established as a result of the delivery to the Trustee of the Notes and related documents referred to herein.

2. Authority to Issue Certificates.

The Secretary hereby directs the Trustee, as agent for the Secretary, to issue Series 2010-A Certificates with respect to the Trust as follows:

a. Name of Series. The designation of the Series authorized hereby shall be “Section 108 Government Guaranteed Participation Certificates, Series HUD 2015-A, Guaranteed by the Secretary of Housing and Urban Development.”

b. Issuance of Certificates. Pursuant to Section 2.03 of the Trust Agreement, the Trustee is hereby authorized and directed to execute on behalf of the Secretary, authenticate and deliver, on this date, in the name of the Certificateholder, the Series 2015-A Certificates specified on the attached Schedule 2 against receipt of the Notes, the related Guarantee and this Series 2015-A Supplement.

3. Acknowledgments and Certifications.

a. The Secretary hereby certifies that it has satisfied all conditions on its part to be performed or satisfied as a condition to the issuance of the foregoing Certificates. Without limiting the provisions of Section 3.11 and Section 7.01 of the Agreement, the Secretary further

certifies that the Trustee shall be paid, for services rendered in connection with the administration of the Trust assets listed on the attached Schedule 1, and pursuant to Section 7.01 of the Agreement, a fee of \$20,700.

b. The Trustee hereby acknowledges receipt of the Trust assets listed on the attached Schedule 1.

c. This Series 2015-A Supplement shall constitute the Supplement referred to in Section 2.01 of the Agreement.

4. Modification and Ratification of the Agreement.

a. Solely for purposes of this Series 2015-A Supplement and the Series 2015-A Certificates, the definition of “Note” in Article I of the Agreement is hereby deleted in its entirety and replaced as follows:

“Note: Any note or other obligation issued by a Borrower, held by the Trustee on behalf of the Certificateholder(s) of a given Series, and guaranteed by the Secretary pursuant to Section 108, which is subject to this Agreement.”

b. Solely for purposes of this Series 2015-A Supplement and the Series 2015-A Certificates, the definition of “Record Date” in Article I of the Agreement is hereby deleted in its entirety and replaced as follows:

“Record Date: With respect to a Series and any Certificates issued in global form, the Business Day immediately preceding a Distribution Date, and with respect to a Series and any Definitive Certificates, the 15th calendar day preceding a Distribution Date (whether or not a Business Day).”

c. Solely for purposes of this Series 2015-A Supplement and the Series 2015-A Certificates, the first sentence of Section 2.01(b) of the Agreement is hereby deleted in its entirety and replaced as follows:

“Each of the Borrower’s Notes shall be in the form of a fully registered note or other obligation, registered in the name of the Holder.”

d. Solely for purposes of this Series 2015-A Supplement and the Series 2015-A Certificates, Section 3.02 of the Agreement is hereby deleted in its entirety and replaced as follows:

“Any term of any Note may be modified by such amendments as may be agreed upon from time to time by the Secretary and the Borrower under such Note. No such change in the terms of any Note shall alter or affect the Secretary’s Guaranty of such Note on the basis of the original terms thereof, provided that the Notes shall not be modified in a manner that would cause the related Trust to fail to be a “grantor trust” for federal income tax purposes, as intended in Section 4.02.”

e. Solely for purposes of this Series 2015-A Supplement and the Series 2015-A Certificates, the first paragraph of Section 3.03 of the Agreement is hereby deleted in its entirety and replaced as follows:

“If so provided in the applicable Note (subject to the provisions set forth herein and in such Notes) certain Principal Amounts of the Notes may be prepayable in whole or in part at the option of the Borrower as of any Interest Due Date on or after the initial date for Optional Redemption as specified in the related Note. If no initial date for Optional Redemption is indicated in the applicable Note, no Principal Amount stated therein for such Note will be payable prior to the Note Payment Date preceding the related Principal Due Date. In order to elect an Optional Redemption of a prepayable Principal Amount, the Borrower shall

give notice to the Trustee, through the Secretary, of its intention to make a prepayment of principal not less than sixty (60) days nor more than ninety (90) days prior to the Interest Due Date as of which the Borrower intends to make such prepayment. The Trustee shall promptly send an acknowledgment of timely receipt, through the Secretary, of a Borrower's notice of Optional Redemption to the Director, Financial Management Division. Consistent with any such notice of Optional Redemption, the Trustee shall give notice thereof to the related Certificateholders not less than thirty (30) nor more than sixty (60) days prior to the desired redemption date. With respect to any notice by a Borrower of its intention to prepay a Note, once given by a Borrower, such notice of an Optional Redemption may not be revoked by the Borrower after the Trustee has provided notice of such Optional Redemption to the related Certificateholders. Any revocation of such notice after the Trustee has provided notice of such Optional Redemption to said Certificateholders shall be an Event of Default under the corresponding Contract. The Trustee shall apply any payments received in respect of permitted Optional Redemptions to the outstanding Principal Amount of the related Note designated in the instructions of the related Borrower set forth in the above notice of prepayment, in each case, as approved in writing by the Secretary. Notwithstanding any contrary provision in a Note with respect to the time by which payments in respect of permitted Optional Redemptions shall be received by the Trustee (the "Payment Deadline"), the related Borrower shall be entitled to make such payments to the Trustee by no later than 10:00 AM New York City time on the related Interest Due Date without thereby violating the Payment

Deadline. Notwithstanding anything in this Section 3.03 to the contrary, notice by the Trustee of an Optional Redemption that constitutes a final payment with respect to a Certificate shall be given in accordance with, and subject to the provisions of, Section 9.02.”

f. Solely for purposes of this Series 2015-A Supplement and the Series 2015-A Certificates, the first and second paragraphs of Section 3.07 of the Agreement are hereby deleted in their entirety and replaced as follows:

Any Borrower may defease the unpaid aggregate Principal Amount of a Note, or the unpaid Principal Amount due on a Principal Due Date, in whole or in part, at any time, subject to the corresponding Contract and this Agreement. For each Note or Principal Amount (or portion thereof) that the related Borrower elects to defease, the Borrower shall establish and maintain with the Trustee a trust account (a “Defeasance Account”), separate and apart from all other accounts of such Borrower and the Trustee. The Borrower shall irrevocably deposit into such account either moneys or Government Obligations that, in the sole discretion of the Secretary, mature and bear interest at times and in amounts sufficient, together with the moneys already on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due with respect to the related Principal Amount (or portion thereof) that the Borrower elects to defease, in accordance with the notice of the Borrower as specified below.

The Borrower’s election to defease shall be evidenced by giving written notices to the Trustee and the Secretary, which notices shall authorize and direct the establishment of the related Defeasance Account, shall specify the money and

Government Obligations to be deposited therein and shall specify the particular Principal Amounts (or portions thereof) being defeased and the related Principal Due Date(s) and Optional Redemption Date(s) (consistent with the related Note and Contract). For all purposes of this Agreement, to the extent that a Principal Amount (or portion thereof) is so specified for defeasance in accordance with the Contract, such specification shall constitute an election to redeem on the date specified in the foregoing notice for purposes of the related Note, subject to approval of the Secretary. Upon and in accordance with the Secretary's instructions pursuant to the corresponding Contract, the Trustee shall apply so much of the sums deposited into a Defeasance Account as shall be necessary to purchase the Government Obligations designated by the Secretary's instructions. If the funds deposited were insufficient, or there were excess funds deposited, the Trustee shall follow the Secretary's directions as to the disposition of such funds."

g. The Agreement as modified and supplemented by this Series 2010-A Supplement with respect to the Series 2015-A Certificates (but which modification and supplement shall not apply to any other Series of Certificates unless otherwise specified in the related Supplement for such Series of Certificates) is in all respects ratified and confirmed, and the Agreement as so modified and supplemented by this Series 2015-A Supplement shall be read, taken and construed as one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Series 2015-A Supplement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON, as Trustee

By: \_\_\_\_\_  
Name:  
Title: Authorized Signer

**SCHEDULE 1 TO SERIES \_\_\_\_\_-A SUPPLEMENT  
TO TRUST AGREEMENT**

TRUST ASSETS ASSIGNED TO TRUSTEE

PRINCIPAL  
AMOUNT

PRINCIPAL  
DUE DATE

INTEREST RATE

BORROWER INFORMATION

**[See Attached]**

**SCHEDULE 2 TO SERIES \_\_\_\_-A SUPPLEMENT  
TO TRUST AGREEMENT**

CERTIFICATES TO BE ISSUED

<u>CUSIP Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u> <sup>1</sup>	<u>Interest Rate</u>
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<sup>1</sup> Principal amounts due on or after August 1, 20\_\_ are subject to earlier payment on any Interest Due Date on or after August 1, 20\_\_ upon an Optional Redemption or an Acceleration Event.

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY TO PARTICIPATE IN A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PUBLIC OFFERING AS PART OF THE SECTION 108 LOAN GUARANTEE ASSISTANCE PROGRAM TO REFINANCE THE EXISTING NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$6,900,000 USED TO FUND THE CONSTRUCTION OF FIRE STATION 34

WHEREAS, on July 15, 2003, the City Council adopted Resolution No. 2003-103 authorizing an application seeking loan guarantee assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, from the United States Department of Housing and Urban Development (“HUD”), and accepting HUD’s guarantee of Section 108 note number B-00-MC-06-0560 for the construction of the new main fire station, Fire Station 34, under a Section 108 Contract for Loan Guarantee Assistance executed by the Mayor on July 20, 2003; and

WHEREAS, the assistance provided by HUD was the guarantee of a note in the original principal amount of \$6,900,000, plus interest thereon; and

WHEREAS, HUD has notified the City of National City (“Borrower”) that a public offering will occur in May 2015, and to participate, the Borrower must immediately notify HUD of its intention to refinance all or a portion of its existing Section 108 commitment through the public offering; and

WHEREAS, HUD may require, as a condition of participation in the public offering, that the Borrower execute documents related to the transaction, and whereas the Borrower has previously agreed to pay the Borrower’s share, as determined by HUD, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates; and

WHEREAS, it is economically sound and in the best interest of the Borrower to accept more favorable fixed rates of interest under the Section 108 Loan Guarantee Program offered by HUD under the public offering.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor, or his duly authorized agent, to notify HUD of the City of National City’s desire to participate in the May 2015 public offering by HUD through the Loan Guarantee Assistance Program under Section 108 of the Housing and Community Development Act of 1974, as amended, for the existing obligation B-00-MC-06-0560 in the original principal amount of \$6,900,000, and to refinance the current estimated amount of \$4,140,000 at such rates of interest that will be determined by HUD at the time of the public offering.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the necessary documents as required by HUD to refinance the existing guaranteed Section 108 Note, and to execute such other documents, contracts, amendments, and agreements with HUD.

BE IT FURTHER RESOLVED that the City Council hereby authorizes payment of any required fees, as may be necessary to effectuate this refinancing transaction.

Resolution No. 2015 –  
Page Two

PASSED and ADOPTED this 21<sup>st</sup> day of April, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – ‘Every Fifteen Minutes’ hosted by the National City Police Department at Sweetwater High School from May 14, 2015 to May 15, 2015. (Neighborhood Services)

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

**MEETING DATE:** April 21, 2015

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit – ‘Every Fifteen Minutes’ hosted by the National City Police Department at Sweetwater High School from May 14, 2015 to May 15, 2015.

**PREPARED BY:** Vianey Rivera

**DEPARTMENT:** Neighborhood Services Division

**PHONE:** (619) 336-4364

**APPROVED BY:** 

**EXPLANATION:**

This is a request from the National City Police Department to conduct the ‘Every Fifteen Minutes’ simulation at Sweetwater High School from May 14 to May 15, 2015. This event is a simulation of the real-life experience without the real-life risks and consequences of drinking alcohol and texting while driving. This event includes the participation of our Police and Fire Department, High School Staff, local hospitals, video production crew, community officials, District Attorney’s Office, funeral homes, and a wide cross-section of the community at-large.

Event organizers are requesting street closures of Highland Avenue from 28<sup>th</sup> Street to 30<sup>th</sup> Street on May 14, 2015 from 8 a.m. to 12 p.m. to display a mock traffic collision. May 14<sup>th</sup> will be the only day where City services are being requested. The May 15<sup>th</sup> date will involve activities both on campus and at outside facilities and agencies.

Residents in the area will be notified regarding the event and street closure. The school will also send out notification to students of this event.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

The City has incurred \$237.00 for processing the TUP and \$215.94 for Public Works.  
Total Fees are \$452.94

All fees will be paid via Police Grant

**ENVIRONMENTAL REVIEW:**

N/A

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

**STAFF RECOMMENDATION:**

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

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

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



**Neighborhood Services Divison**

# **Temporary Use Permit Application**

# EVENT INFORMATION

Type of Event:

Public Concert     Fair     Festival     Community vent  
 Parade     Demonstration     Circus     Block Party  
 Motion Picture     Grand Opening     Other School Educational Event

Event Title: Every 15 Minutes

Event Location: Sweetwater High School - 2900 Highland Avenue

Event Date(s): From 05/14/15 to 05/15/15

Actual Event Hours: 0800 am/pm to 1200 am/pm

Total Anticipated Attendance: 1200 ( 40 Participants 1150 Spectators)

Setup/assembly/construction Date: 05/14/15 Start time: 0800

Please describe the scope of your setup/assembly work (specific details):

Please see Attachment "A", "B" and "C".

Dismantle Date: 05/14/15 Completion Time: 1200 am/pm

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

05/14/15 - 0800-1200 Closure of Highland Avenue from 28th Street to 30th Street

See Attached Traffic Plan for Details - Attachment "C"

# APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: National City Police Department

Chief Officer of Organization (Name) Lieutenant Graham Young

Applicant (Name): National City Police Department

Address: 1200 National City Boulevard

Daytime Phone: (619) 336-4514 Evening Phone: (619) 599-5796

Fax: (619) 336-4454 E-Mail: gyoung@nationalcityca.gov

Contact Person "on site" day of the event: G. Young Cellular: 619-599-5796

**NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS**

**FEEES/PROCEEDS/REPORTING**

Is your organization a "Tax Exempt, nonprofit" organization?  YES  NO

Are admission, entry, vendor or participant fees required?  YES  NO

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

\_\_\_\_\_

\$ 0.00 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 60,000 Estimated Expenses for this event.

\$ 0.00 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

**OVERALL EVENT DESCRIPTION  
ROUTE MAP/SITE DIAGRAM/SANITATION**

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

\_\_\_\_\_ Please See Attached Documents for Details

\_\_\_\_\_ Please see Attachment "A", "B" and "C" for details

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

YES  NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale:

\_\_\_\_\_

# OVERALL EVENT DESCRIPTION CONTINUED

YES  NO Does the event involve the sale or use of alcoholic beverages?

YES  NO Will items or services be sold at the event? If yes, please describe:

YES  NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

YES  NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

YES  NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies \_\_\_\_\_ Sizes \_\_\_\_\_ NOTE: A separate Fire Department permit is required for tents or canopies.

YES  NO Will the event involve the use of the **City** or **your** stage or PA system? SPECIFY: \_\_\_\_\_

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.  
 Food Concession and/or Food Preparation areas Please describe how food will be served at the event: \_\_\_\_\_  
 If you intend to cook food in the event area please specify the method:  
 \_\_\_ GAS \_\_\_ ELECTRIC \_\_\_ CHARCOAL \_\_\_ OTHER (Specify): \_\_\_\_\_

Portable and/or Permanent Toilet Facilities  
 Number of portable toilets: \_\_\_ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)

- Tables # \_\_\_\_\_ and Chairs # \_\_\_\_\_
- Fencing, barriers and/or barricades
- Generator locations and/or source of electricity
- Canopies or tent locations (include tent/canopy dimensions)
- Booths, exhibits, displays or enclosures
- Scaffolding, bleachers, platforms, stages, grandstands or related structures
- Vehicles and/or trailers
- Other related event components not covered above
- Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: \_\_\_\_\_ Trash containers with lids: \_\_\_\_\_

Describe your plan for clean-up and removal of waste and garbage during and after the event:

\_\_\_\_\_  
 Tow Companies Will Provide Clean Up on Streets Affected

# SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:  
NCPD, NCFD, CHP will be on scene running the event. School Officials will  
be responsible for the students in attendance.

---

YES  NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:  
Security Organization: \_\_\_\_\_  
Security Organization Address: \_\_\_\_\_  
Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

YES  NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:  
Parent retreat at the Sweetwater High School  
Student Retreat at Pine Valley Bible Camp.

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.  
NCPD, NCFD, AMR will be on scene running the event.

---

Please describe your Accessibility Plan for access at your event by individuals with disabilities:  
Streets and School are all compliant with ADA regulations.

---

# PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:  
Parking will be provided on Sweetwater High School grounds.

---

Please describe your plan for DISABLED PARKING:  
Parking for the disabled will be provided by Sweetwater High School

---

Please describe your plans to notify all residents, businesses and churches impacted by the event: NCPD personnel will make contact with residents/businesses in the area.

**NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.**

# ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

YES  NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: N/A Number of Bands: N/A

Type of Music: Jammin' Z90 at lunch Sweetwater HS on 05/15/15

YES  NO Will sound amplification be used? If YES, please indicate: Start time:

1200 am/pm Finish Time 1300 am/pm

YES  NO Will sound checks be conducted prior to the event? If YES, please indicate: Start

time: \_\_\_\_\_ am/pm Finish Time \_\_\_\_\_ am/pm

Please describe the sound equipment that will be used for your event:

\_\_\_\_\_

YES  NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

YES  NO Any signs, banners, decorations, special lighting? If YES, please describe:

\_\_\_\_\_

\_\_\_\_\_

# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

**Organization** National City Police Department

**Person in Charge of Activity** Lieutenant Graham Young

**Address** 1200 National City Boulevard

**Telephone** 619-336-4514 **Date(s) of Use** 05/14/15 - 05/15/15

## HOLD HARMLESS AGREEMENT

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

Signature of Applicant Official Title Date

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*For Office Use Only*

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_

## ATTACHMENT "A"

### EVERY 15 MINUTES DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

ATTACHEMNT "B"

**SCHEDULE of EVENTS**

**May 14, 2015**

**Mock Traffic Collision / Students Removed From Classrooms**

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

# SCHEDULE of EVENTS

May 15, 2015

## Assembly

May 15th 2015

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

## ATTACHEMENT "C"

# TRAFFIC CONTROL PLAN

OPERATIONS TIMES 0700 HOURS – 1200 HOURS

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

### "A" 24<sup>th</sup> Street and Highland Avenue

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

### "B" 30<sup>th</sup> Street and Highland Avenue

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

### "C" 28<sup>th</sup> Street and Highland Avenue (700-800 block)

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

**“D” 28<sup>th</sup> Street and Highland Avenue (800-900 block)**

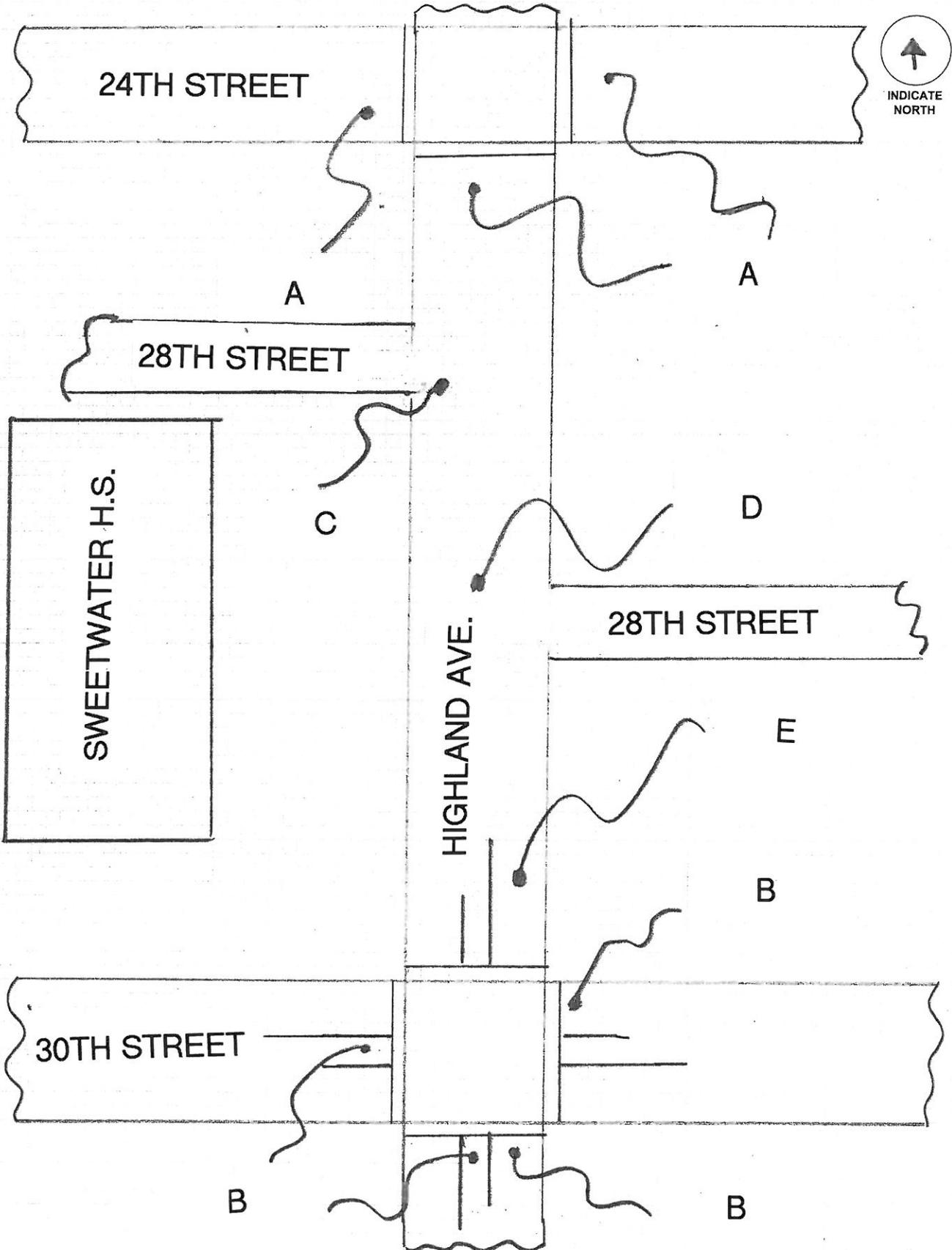
- **Close southbound traffic – only northbound traffic allowed –**
  - **Traffic will be diverted using a cone pattern north on Highland Avenue.**
  - **Vehicle coming south on Highland Avenue will either have to make a U-turn at this location and head back northbound or make an eastbound turn on East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

**“E” Mobile Gas Station and Audio Sound Business (corner of 30<sup>th</sup> Street and Highland Avenue)**

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

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

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



PREPARED BY	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR
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**CITY OF NATIONAL CITY  
 NEIGHBORHOOD SERVICES DIVISION  
 APPLICATION FOR A TEMPORARY USE PERMIT  
 RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: **National City Police Department**  
 EVENT: **Every Fifteen Minutes**  
 DATE OF EVENT: **May 15-16, 2013**  
 TIME OF EVENT: **8 a.m. – 6 p.m.**

APPROVALS:

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

---

CONDITIONS OF APPROVAL:

**PUBLIC WORKS (619) 336-4590**

Street Division: The cost for the street closure for this event.

1. Staff will post “No Parking” signs in effected street before the event.
2. Staff will install barricades to the effected streets prior to the event and remove them after at the conclusion of the event.
3. The cost to provide street personal support for this event is estimated to be.

• “No Parking “ signs	16 X \$0.45 = \$ 7.20
• Barricades	6 X \$0.35 = \$ 2.10
• Equipment	4 X \$19.09 = \$ 76.36
• Man Hrs.	4 X \$32.57 = \$ 130.28
	-----
	Total = \$ 215.94

Facilities Division:

No involvement by custodial or trade personnel.

Parks Division:

No involvement.

**FIRE** (619) 336-4554

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

Fire has no comment with this event. Fire will be aware of road closure.

**DEVELOPMENT SERVICES** (619) 336-4318

Engineering has prepared a formal Traffic Control Plan for this TUP as it affects Highland Avenue, one of our main North/South thoroughfares. Please see attached.

**COMMUNITY SERVICES**

No comments

**RISK MANAGER**

Applicant to provide insurance certificate and specific endorsement naming the City of National City as an additional named insured, we should then be ok to proceed.

**CITY ATTORNEY**

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

**POLICE**

No stipulations. We have been working with legal, risk assessment and the rest of the City departments.

**NEIGHBORHOOD SERVICES**

No stipulations

**FINANCE**

Finance has no involvement.

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Subordination Agreement with Summercrest Apartments, L.P. subordinating the Project Deed of Trust that secure

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

**MEETING DATE:** April 21, 2015

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

**ITEM TITLE:**

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Subordination Agreement with Summercrest Apartments, L.P. subordinating the Project Deed of Trust that secures the Declaration of Covenants, Conditions and Restrictions (Tenant Restrictions) on 372 rental units at 2721 Plaza Boulevard in National City.

**PREPARED BY:** Carlos Aguirre, Community Dev. Manager

**DEPARTMENT:** Housing, Grants, & Asset Management

**PHONE:** 619 336-4391

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

**EXPLANATION:**

Summercrest Apartments, L.P., a limited partnership organized under the laws of the State of Delaware ("Borrower") is the owner of a 372 unit multifamily rental housing project ("Project") known as Summercrest Apartments located at 2721 Plaza Boulevard in National City. In 2001, the Community Development Commission ("CDC-HA") made a loan for \$500,000 from the HOME Investment Partnerships Program and the Low and Moderate Income Fund to assist in the substantial rehabilitation of the Project and the loan was paid in full to the CDC-HA when the property was sold to the Borrower in 2013. In consideration of receiving financial assistance, the CDC-HA restricted the affordability of 370 units through April 15, 2032 by recording a Declaration of Covenants, Conditions, and Restrictions ("Declaration") and securing the Declaration with a Project Deed of Trust ("Deed of Trust"). The Borrower desires to refinance the Project with a new mortgage for the original principal amount of \$38,000,000 from Oak Grove Commercial Mortgage, LLC ("Lender"). In order to provide the loan, the Lender requires the subordination of the Project Deed of Trust that secures the Declaration.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

There is no fiscal impact to the CDC-HA.

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff recommends the adoption of a resolution to execute the Subordination Agreement.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Subordination Agreement

**RECORDING REQUESTED BY:**

OAK GROVE COMMERCIAL MORTGAGE, LLC,  
2177 Youngman Avenue, Suite 300,  
St. Paul, MN 55116  
Attention: Loan Servicing

**WHEN RECORDED RETURN TO:**

Thomas P. Wild, Esq.  
Wild Law Group, LLC  
475 Wall Street  
Princeton, New Jersey 08540

SPACE ABOVE LINE FOR RECORDER'S USE

**SUBORDINATION AGREEMENT**

**GOVERNMENTAL ENTITY**

**(Revised 3-1-2014)**

Freddie Mac Loan Number: \_\_\_\_\_  
Property Name: Summercrest Apartments

## SUBORDINATION AGREEMENT

### GOVERNMENTAL ENTITY

(Revised 3-1-2014)

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between (i) **OAK GROVE COMMERCIAL MORTGAGE, LLC**, a limited liability company organized and existing under the laws of the State of Delaware (“**Senior Mortgagee**”) and (ii) **COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY**, acting in its capacity as the Housing Authority of the City of National City (“**Subordinate Mortgagee**”).

### RECITALS

- A. Summercrest Apartments, L.P., a limited partnership organized under the laws of the State of Delaware (“**Borrower**”) is the owner of certain land located in San Diego County, California, described in Exhibit A (“**Land**”). The Land is improved with a multifamily rental housing project (“**Improvements**”).
- B. Senior Mortgagee has made or is making a loan to Borrower in the original principal amount of \$[38,000,000] (“**Senior Loan**”) upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of the date hereof between Senior Mortgagee and Borrower (“**Senior Loan Agreement**”) in connection with the Mortgaged Property. The Senior Loan is secured by a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of the date hereof (“**Senior Mortgage**”) encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the “**Mortgaged Property**.”
- C. Subordinate Mortgagee is the holder of a Declaration of Covenants and Restrictions (Tenant Restrictions)(“**Regulatory Agreement**”), dated December 18, 2001, executed by Plaza Manor Preservation, L.P. and recorded June 19, 2002 in the office of the County Recorder of San Diego County, California (“**Recording Office**”) as Document Number 2002-0518422 and assumed by Borrower pursuant to a certain Assignment and Assumption of Declaration of Covenants and Restrictions and Deed of Trust dated December 19, 2013 and recorded in the Recorder’s Office as Instrument No. \_\_\_\_\_ (“**Assumption Agreement**”) which Regulatory Agreement is secured by that certain Project Deed of Trust encumbering all or a portion of the Mortgaged Property, dated December 18, 2001, executed by Plaza Manor Preservation, L.P. and recorded June 19, 2002 in the Recorder’s Office as Instrument No.2002-0518423 (“**Subordinate Mortgage**”) as assumed by the Borrower pursuant to the Assumption Agreement.

- D. The Senior Mortgage will be recorded in the Recording Office concurrently herewith.
- E. The execution and delivery of this Agreement is a condition of Senior Mortgagee's making of the Senior Loan.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings.
  - (a) The terms "**Condemnation,**" "**Imposition Deposits,**" "**Impositions,**" "**Leases,**" "**Rents**" and "**Restoration,**" as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.
  - (b) "**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.
  - (c) "**Borrower**" means all persons or entities identified as "Borrower" in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term "Borrower" will not include Senior Mortgagee if Senior Mortgagee acquire titles to the Mortgaged Property.
  - (d) "**Casualty**" means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.
  - (e) "**Enforcement Action**" means any of the following actions taken by or at the direction of Subordinate Mortgagee: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Documents, or the Mortgaged Property.

- (f) **“Enforcement Action Notice”** means a written notice from Subordinate Mortgagee to Senior Mortgagee, given following one or more Subordinate Mortgage Default(s) and the expiration of any notice or cure periods provided for such Subordinate Mortgage Default(s) in the Subordinate Documents, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Mortgagee.
- (g) **“Loss Proceeds”** means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result or any Condemnation or Casualty.
- (h) **“Notice”** is defined in Section 6(d).
- (i) **“Regulatory Agreement”** means the Regulatory Agreement, as defined in the Recitals.
- (j) **“Senior Indebtedness”** means the “Indebtedness” as defined in the Senior Loan Agreement.
- (k) **“Senior Loan Documents”** means the “Loan Documents” as defined in the Senior Loan Agreement.
- (l) **“Senior Mortgage Default”** means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Agreement.
- (m) **“Senior Mortgagee”** means the “Lender” as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity automatically will become Senior Mortgagee.
- (n) **“Senior Note”** means the promissory note or other evidence of the Senior Indebtedness referred to in the Senior Loan Agreement and any replacement of the Senior Note.
- (o) **“Subordinate Indebtedness”** means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Mortgagee pursuant to, the Subordinate Documents.
- (p) **“Subordinate Documents”** means the Subordinate Mortgage, the Regulatory Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as the same may be amended from time to time.

- (q) **“Subordinate Mortgage Default”** means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), or which with the giving of Notice or the passage of time, or both, would allow (but for any contrary provision of this Agreement), Subordinate Mortgagee to take an Enforcement Action.
- (r) **“Subordinate Mortgagee”** means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

## **2. Subordination of Subordinate Indebtedness.**

- (a) The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness.
- (b) The Subordinate Mortgagee acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Mortgagee will be deemed to have actual knowledge of a Senior Mortgage Default.
- (c) If (i) Subordinate Mortgagee receives any payment, property, or asset of any kind or in any form on account of the Subordinate Indebtedness (including any proceeds from any Enforcement Action) after a Senior Mortgage Default of which Subordinate Mortgagee has actual knowledge (or is deemed to have actual knowledge as provided in 2(b) above) or has been given Notice, or (ii) Subordinate Mortgagee receives, voluntarily or involuntarily, by operation of law or otherwise, any payment, property, or asset in or in connection with any Bankruptcy Proceeding, such payment, property, or asset will be received and held in trust for Senior Mortgagee. Subordinate Mortgagee will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets to Senior Mortgagee. Senior Mortgagee will apply any payment, asset, or property so received from Subordinate Mortgagee to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Mortgagee determines in its sole and absolute discretion.
- (d) Without limiting the complete subordination of the Subordinate Indebtedness to the payment in full of the Senior Indebtedness, in any Bankruptcy Proceeding, upon any payment or distribution (whether in cash, property, securities, or otherwise) to creditors (i) the Senior Indebtedness will first be paid in full in cash before Subordinate Mortgagee will be entitled to receive any payment or other distribution on account of or in respect of the Subordinate Indebtedness, and (ii) until all of the Senior Indebtedness is paid in full in cash, any payment or distribution to which Subordinate Mortgagee would be entitled but for this

Agreement (whether in cash, property, or other assets) will be made to Senior Mortgagee.

- (e) The subordination of the Subordinate Indebtedness will continue if any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, any or all of the Senior Indebtedness originally intended to be satisfied will be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Indebtedness had not been made.

### **3. Subordination of Subordinate Documents.**

- (a) Each of the Subordinate Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) The subordination of the Subordinate Documents and of the Subordinate Indebtedness will apply and continue notwithstanding (i) the actual date and time of execution, delivery, recording, filing or perfection of each of the Senior Loan Documents and of each of the Subordinate Documents, and (ii) the availability of any collateral to Senior Mortgagee, including the availability of any collateral other than the Mortgaged Property.
- (c) By reason of, and without in any way limiting, the full subordination of the Subordinate Indebtedness and the Subordinate Documents provided for in this Agreement, all rights and claims of Subordinate Mortgagee under the Subordinate Documents in or to all or any portion of the Mortgaged Property are expressly subject and subordinate in all respects to the rights and claims of Senior Mortgagee under the Senior Loan Documents in or to the Mortgaged Property.
- (d) If Subordinate Mortgagee, by indemnification, subrogation or otherwise, acquires any lien, estate, right or other interest in any of the Mortgaged Property, then that lien, estate, right or other interest will be fully subject and subordinate to the receipt by Senior Mortgagee of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Documents are subordinate pursuant to this Agreement.

### **4. Additional Representations and Covenants.**

- (a) Subordinate Mortgagee represents and warrants that each of the following is true:

- (i) Subordinate Mortgagee is now the owner and holder of the Subordinate Documents.
  - (ii) The Subordinate Documents are now in full force and effect.
  - (iii) The Subordinate Documents have not been modified or amended.
  - (iv) To the actual knowledge of the Subordinate Mortgagee, as of the date of this Agreement, no Subordinate Mortgage Default has occurred.
  - (v) None of the rights of Subordinate Mortgagee under any of the Subordinate Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise.
- (b) Without the prior written consent of Senior Mortgagee in each instance, Subordinate Mortgagee will not do any of the following:
- (i) Amend, modify, waive, extend, renew, or replace any provision of any of the Subordinate Documents.
  - (ii) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Documents.
  - (iii) Take any action which has the effect of increasing the Subordinate Indebtedness.
  - (v) Appear in, defend or bring any action to protect Subordinate Mortgagee's interest in the Mortgaged Property.
  - (vi) Take any action concerning environmental matters affecting the Mortgaged Property.
- (c) Subordinate Mortgagee will deliver to Senior Mortgagee a copy of each Notice received or delivered by Subordinate Mortgagee pursuant to the Subordinate Documents or in connection with the Subordinate Indebtedness, simultaneously with Subordinate Mortgagee's delivery or receipt of such Notice. Senior Mortgagee will deliver to Subordinate Mortgagee in the manner required in Section 5(b) a copy of each Notice of a Senior Mortgage Default delivered to Borrower by Senior Mortgagee. Neither giving nor failing to give a Notice to Senior Mortgagee or Subordinate Mortgagee pursuant to this Section 4(c) will affect the validity of any Notice given by Senior Mortgagee or Subordinate Mortgagee to Borrower, as between Borrower and such of Senior Mortgagee or Subordinate Mortgagee as provided the Notice to Borrower.
- (d) Without the prior written consent of Senior Mortgagee in each instance, Subordinate Mortgagee will not commence, or join with any other creditor in

commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Mortgagee will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Mortgagee has also voted affirmatively in favor of such plan. In the event of any Bankruptcy Proceeding, Subordinate Mortgagee will not contest the continued accrual of interest on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Bankruptcy Proceedings.

- (e) [Intentionally Omitted.].
- (f) All requirements pertaining to insurance under the Subordinate Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Mortgagee. All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Mortgagee. Nothing in this Section 4(f) will preclude Subordinate Mortgagee from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Mortgagee be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.
- (g) In the event of a Condemnation or a Casualty, all of the following provisions will apply:
  - (i) The rights of Subordinate Mortgagee (under the Subordinate Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Mortgagee's rights under the Senior Loan Documents with respect thereto, and Subordinate Mortgagee will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Mortgagee.
  - (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Mortgagee in its sole discretion.
  - (iii) If Senior Mortgagee applies or releases Loss Proceeds for the purposes of Restoration of the Mortgaged Property, then Subordinate Mortgagee will release for such purpose all of its right, title and interest, if any, in and to such Loss Proceeds. If Senior Mortgagee holds Loss Proceeds, or monitors

the disbursement thereof, Subordinate Mortgagee will not do so. Nothing contained in this Agreement will be deemed to require Senior Mortgagee to act for or on behalf of Subordinate Mortgagee in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Mortgagee, and all or any Loss Proceeds may be commingled with any funds of Senior Mortgagee.

- (iv) If Senior Mortgagee elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Mortgagee will be paid to Subordinate Mortgagee unless another party has asserted a claim to the remaining Loss Proceeds.
- (h) Subordinate Mortgagee will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Mortgagee has granted attornment and non-disturbance, on the same terms and conditions given by Senior Mortgagee.
- (i) Regardless of any contrary provision in the Subordinate Documents, Subordinate Mortgagee will not collect payments for the purpose of escrowing for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness.
- (j) Within 10 days after request by Senior Mortgagee, Subordinate Mortgagee will furnish Senior Mortgagee with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Mortgagee may request.
- (k) Senior Mortgagee may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Mortgagee, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Mortgagee may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Mortgagee to protect the security or lien priority of Senior Mortgagee under the Senior Loan Documents or to cure defaults under the Subordinate Documents.

## **5. Default Under Loan Documents.**

- (a) For a period of 90 days following delivery to Senior Mortgagee of an Enforcement Action Notice, Senior Mortgagee will have the right, but not the obligation, to cure any Subordinate Mortgage Default, provided that if such

Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Mortgagee has commenced and is diligently pursuing such cure to completion, Senior Mortgagee will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Mortgagee (i) discontinues its pursuit of any cure and/or (ii) delivers to Subordinate Mortgagee Senior Mortgagee's written consent to the Enforcement Action described in the Enforcement Action Notice. Senior Mortgagee will not be subrogated to the rights of Subordinate Mortgagee under the Subordinate Documents by reason of Senior Mortgagee having cured any Subordinate Mortgage Default. However, Subordinate Mortgagee acknowledges that all amounts advanced or expended by Senior Mortgagee in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.

- (b) Senior Mortgagee will deliver to Subordinate Mortgagee a copy of any Notice sent by Senior Mortgagee to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Mortgagee to send Notice to Subordinate Mortgagee will not prevent the exercise of Senior Mortgagee's rights and remedies under the Senior Loan Documents. Subordinate Mortgagee will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice; provided, however, that Senior Mortgagee will be entitled during such 30-day period to continue to pursue its remedies under the Senior Loan Documents.

Subordinate Mortgagee may, within 90 after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Mortgagee keeps current all payments required by the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Mortgagee's secured position relative to the Mortgaged Property, as determined by Senior Mortgagee in its sole discretion, then during such 90-day period Senior Mortgagee may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property. Subordinate Mortgagee will not be subrogated to the rights of Senior Mortgagee under the Senior Loan Documents by reason of Subordinate Mortgagee having cured any Senior Mortgage Default. However, Senior Mortgagee acknowledges that all amounts paid by Subordinate Mortgagee to Senior Mortgagee to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Mortgagee pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(b) to the contrary, Subordinate Mortgagee's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

- (c) In the event of a Subordinate Mortgage Default, Subordinate Mortgagee will not commence any Enforcement Action until 90 days after Subordinate Mortgagee has delivered to Senior Mortgagee an Enforcement Action Notice with respect to such Enforcement Action, provided that during such 90-day period or such longer period as provided in Section 5(a), Subordinate Mortgagee will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Mortgagee's right to cure a Subordinate Mortgage Default set forth in Section 5(a). Subordinate Mortgagee may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Documents, until the earlier of (i) the expiration of such 90-day period or such longer period as provided in Section 5(a), or (ii) the delivery by Senior Mortgagee to Subordinate Mortgagee of Senior Mortgagee's written consent to such Enforcement Action by Subordinate Mortgagee. Subordinate Mortgagee acknowledges that Senior Mortgagee may grant or refuse consent to Subordinate Mortgagee's Enforcement Action in Senior Mortgagee's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 5(a) and, subject to Senior Mortgagee's right to cure set forth in Section 5(a), Subordinate Mortgagee may commence any Enforcement Action. Any Enforcement Action on the part of Subordinate Mortgagee will be subject to the provisions of this Agreement. Subordinate Mortgagee acknowledges that the provisions of this Section 5(c) are fair and reasonable under the circumstances, that Subordinate Mortgagee has received a substantial benefit from Senior Mortgagee having granted its consent to the Subordinate Mortgage, and that Senior Mortgagee would not have granted such consent without the inclusion of these provisions in this Agreement.
- (d) Senior Mortgagee may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Mortgagee. No action or failure to act on the part of Senior Mortgagee in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Mortgagee of any provision of the Senior Loan Documents or this Agreement.
- (e) If the Enforcement Action taken by Subordinate Mortgagee is the appointment of a receiver for any of the Mortgaged Property, all of the Rents, issues, profits and proceeds collected by the receiver will be paid and applied by the receiver solely to and for the benefit of Senior Mortgagee until the Senior Indebtedness will have been paid in full.
- (f) Subordinate Mortgagee consents to and authorizes the release by Senior Mortgagee of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Mortgagee waives to the fullest extent permitted by law, all equitable or other rights it may have (i) in connection with the release of all or any portion of the Mortgaged

Property, (ii) to require the separate sale of any portion of the Mortgaged Property, (iii) to require Senior Mortgagee to exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness, or (iv) to require Senior Mortgagee to proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Mortgagee determines. Subordinate Mortgagee waives to the fullest extent permitted by law any and all benefits under California Civil Code Sections 2845, 2849 and 2850. Subordinate Mortgagee consents to and authorizes, at the option of Senior Mortgagee, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Mortgagee acknowledges that without Notice to Subordinate Mortgagee and without affecting any of the provisions of this Agreement, Senior Mortgagee may (i) extend the time for or waive any payment or performance under the Senior Loan Documents; (ii) modify or amend in any respect any provision of the Senior Loan Documents; and (iii) modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

- (g) If any party other than Borrower (including Senior Mortgagee) acquires title to any of the Mortgaged Property pursuant to a foreclosure of, or trustee's sale or other exercise of any power of sale under, the Senior Mortgage conducted in accordance with applicable law, the lien, operation, and effect of the Subordinate Mortgage and other Subordinate Documents automatically will terminate with respect to such Mortgaged Property.

## **6. Miscellaneous Provisions.**

- (a) If there is any conflict or inconsistency between the terms of the Subordinate Documents and the terms of this Agreement, then the terms of this Agreement will control.
- (b) This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.
- (c) This Agreement does not constitute an approval by Senior Mortgagee of the terms of the Subordinate Documents.
- (d) Each notice, request, demand, consent, approval or other communication (collectively, "**Notices**," and singly, a "**Notice**") which is required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have

been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

- (i) Notices intended for Senior Mortgagee will be addressed to:

Oak Grove Commercial Mortgage, LLC  
2177 Youngman Avenue, Suite 300  
St. Paul, MN 55116  
Attention: Loan Servicing

- (ii) Notices intended for Subordinate Mortgagee will be addressed to:

Community Development Commission  
Housing Authority of the City of National City  
140 East 12<sup>th</sup> Street, Suite B  
National City, CA 91950  
Attention: Executive Director

Any party, by Notice given pursuant to this Section, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section.

- (e) Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Documents will be deemed to constitute Senior Mortgagee as a joint venturer or partner of Subordinate Mortgagee.
- (f) Upon Notice from Senior Mortgagee, Subordinate Mortgagee will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Mortgagee in order to further evidence or implement the provisions and intent of this Agreement.
- (g) This Agreement will be governed by the laws of the State in which the Land is located.
- (h) If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any

respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

- (i) The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events: (i) the payment of all of the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Mortgagee as described in Section 2(e) of this Agreement, (ii) the payment of all of the Subordinate Indebtedness other than by reason of payments which Subordinate Mortgagee is obligated to remit to Senior Mortgagee pursuant to this Agreement, (iii) the acquisition by Senior Mortgagee or by a third party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage; or (iv) with the prior written consent of Senior Mortgagee, without limiting the provisions of Section 5(d), the acquisition by Subordinate Mortgagee of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.
- (j) No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (k) Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.
- (l) Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Mortgagee of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.
- (m) This Agreement may be assigned at any time by Senior Mortgagee to any subsequent holder of the Senior Note.
- (n) This Agreement may be amended, changed, modified, altered or terminated only by a written instrument or written instruments signed by the parties to this Agreement.

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

**[Signature and acknowledgment pages follow]**





**CONSENT OF BORROWER**

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated \_\_\_\_\_, 2015, by and between **OAK GROVE COMMERCIAL MORTGAGE, LLC**, and **COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY**, acting in its capacity as the Housing Authority of the City of National City and consents to the agreement of the parties set forth in this Agreement.

**BORROWER:**

**SUMERCREST APARTMENTS, L.P.**

a Delaware limited partnership

By: AOF Summercrest LLC  
a Delaware limited liability company  
its: Managing General Partner

By: AOF/Pacific Affordable Housing Corp.,  
a California nonprofit public benefit corporation  
its: Sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Summercrest Apartments LLC  
a Delaware limited liability company  
its: Co-General Partner

By: BLF Holdings, LLC  
a Washington limited liability company  
its: Sole Member

By: The Brian L. Fetterer Revocable Trust  
A California Trust  
Its: Sole Member

By: \_\_\_\_\_  
Brian L. Fetterer  
Trustee

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2015 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proven to me on the basis of satisfactory evidence to be the person whose name is subscribed in the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which person acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(affix seal here)

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2015 before me, \_\_\_\_\_, Notary Public, personally appeared BRIAN L. FETTERER, who proven to me on the basis of satisfactory evidence to be the person whose name is subscribed in the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which person acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(affix seal here)

**EXHIBIT A**  
LEGAL DESCRIPTION

RESOLUTION NO. 2015 –

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING  
AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING  
THE EXECUTIVE DIRECTOR TO EXECUTE A SUBORDINATION AGREEMENT  
WITH SUMMERCREST APARTMENTS, L.P., SUBORDINATING THE PROJECT DEED  
OF TRUST THAT SECURES THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS (TENANT RESTRICTIONS) ON  
372 RENTAL UNITS AT 2721 PLAZA BOULEVARD IN NATIONAL CITY

WHEREAS, Summercrest Apartments, L.P., a limited partnership organized under the laws of the State of Delaware (“Borrower”) is the owner of a 372 unit multifamily rental housing project (“Project”) known as Summercrest Apartments located at 2721 Plaza Boulevard in National City; and

WHEREAS, in 2001, the Community Development Commission-Housing Authority (“CDC-HA”) made a loan for \$500,000 from the HOME Investment Partnerships Program and the Low and Moderate Income Fund to assist in the substantial rehabilitation of the Project, and the loan was paid in full to the CDC-HA when the property was sold to the Borrower in 2013; and

WHEREAS, in consideration of receiving financial assistance, the CDC-HA restricted the affordability of 370 units through April 15, 2032 by recording a Declaration of Covenants, Conditions and Restrictions (“Declaration”), and securing the Declaration with a Project Deed of Trust (“Deed of Trust”); and

WHEREAS, the Borrower desires to refinance the Project with a new mortgage for the original principal amount of \$38,000,000 from Oak Grove Commercial Mortgage, LLC (“Lender”); and

WHEREAS, in order to provide the loan, the Lender requires the subordination of the Project Deed of Trust that secures the Declaration.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Commission-Housing Authority of the City of National City hereby authorizes the Executive Director to execute a Subordination Agreement and any other Escrow related documents as necessary. After being recorded by the County of San Diego, said Subordination Agreement will be on file in the office of the City Clerk.

PASSED and ADOPTED this 21<sup>st</sup> day of April, 2015.

\_\_\_\_\_  
Ron Morrison, Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie Deese, Secretary

\_\_\_\_\_  
Claudia Gacitua Silva  
CDC General Counsel