

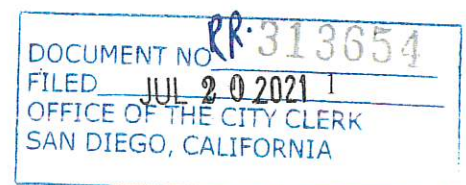
ORIGINAL

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into as of the last date set forth on the Signature Page hereto (the "Effective Date"), by and among, THE CITY OF CHULA VISTA, a municipal corporation having charter powers ("Chula Vista"), THE CITY OF SAN DIEGO, a municipal corporation having charter powers ("San Diego"), and TRI POINTE HOMES IE-SD, INC. (f/k/a Pardee Homes), a California Corporation ("Pardee") (Chula Vista, San Diego, and Pardee are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties") with reference to the Recitals set forth below which are incorporated herein by this reference.

RECITALS

- A. Pardee owns the property shown in **Exhibit A** attached hereto and incorporated herein (the "Property") which is located in Chula Vista east of Interstate 805 ("I-805") and south of the Otay Valley Regional Park ("OVRP") adjacent to the jurisdictional boundaries of Chula Vista and San Diego.
- B. The Property is approximately 23.8 acres.
- C. Pardee desires to develop the entire Property as one project, commonly referred to as the Nakano Project (herein, the "Project"). Pardee has submitted a preliminary site plan attached as **Exhibit B** hereto related to development of the Project.
- D. Although the Property is located in Chula Vista's jurisdiction, it is situated adjacent to San Diego's Ocean View Hills development, I-805 and the Otay River. The Project does not have direct access to Chula Vista utilities, services, and facilities, and, if developed, would need to be served by San Diego. Due to this, the Project will likely include "reorganization" of the Property from Chula Vista to San Diego, which will entail a sphere of influence boundary amendment; and resolutions from both Chula Vista and San Diego necessary to initiate an application with the San Diego Local Agency Formation Commission ("LAFCO") to amend San Diego's and Chula Vista's sphere of influence boundaries and ultimately detach the Property from Chula Vista and annex the Property to San Diego for development of the residential Project.
- E. Both San Diego and Chula Vista have long considered the Property eligible for said reorganization. A Joint Exercise of Powers Agreement ("JEPA") between San Diego, Chula Vista and the County of San Diego was executed on January 30, 1990. The JEPA allowed the parties to work together to acquire land for the development of the OVRP. As a result of the JEPA, Chula Vista and San Diego entered into a non-binding Letter of Intent ("LOI") to cooperate with each other in developing an OVRP Reorganization Plan that would propose reorganizing properties in the vicinity of the OVRP, including attaching the Property to San Diego. On August 5, 2002, San Diego passed Resolution No. R-296937 approving the LOI (on file with the City of San Diego City Clerk as Document NO.RR-296937). On August 6, 2002, Chula Vista passed Resolution No. 2002-285 approving the LOI. This LOI expired in 2003.
- F. The Parties desire to cooperate in the planning and development of the Project. San Diego and Chula Vista each have the power to adopt and enforce land use regulations, approve land use entitlement, and administer and apply building and other development codes for real properties within their respective jurisdictions.



- G. The Parties wish to cooperate with one another to ensure that the processing of the Project is orderly and coordinated, including without limitation the provision of the public services, the application of design, landscaping, and building standards, the study of environmental effects under the California Environmental Quality Act (Pub. Res. Code §§ 21000 *et seq.*) ("CEQA") and CEQA Guidelines (14 C.C.R. §§ 15000 *et seq.*) and mitigation of impacts, an efficient schedule for processing CEQA review and Project consideration, and the imposition and collection of fees for development impacts.
- H. Under CEQA Guidelines section 15050, where a project is to be carried out or approved by more than one public agency, one public agency shall serve as the lead agency and be responsible for preparing an Environmental Impact Report ("EIR") or Negative Declaration for the project. The other public agency serves as a responsible agency that must consider the lead agency's CEQA document before acting on the project.
- I. Under CEQA Guidelines section 15051(d), in cases where two public agencies have a substantial claim to be the lead agency, the public agencies may, by agreement, contract or other means, designate one public agency to be the lead agency and provide for cooperative efforts. Both San Diego and Chula Vista have a substantial claim to be the lead agency, but have entered into this cooperative MOU designating (1) Chula Vista as the lead agency since the Project will be processed in Chula Vista, and (2) San Diego as a responsible agency.
- J. The Parties wish to cooperate with one another to ensure that:
1. Each jurisdiction is fully informed about the Project and its potential impact(s) on each jurisdiction's public facilities and the environment;
 2. One environmental document is completed and available for certification for the Project in which Chula Vista acts as the lead agency and San Diego is a responsible agency, but such cooperation does not alter San Diego's responsibility as a responsible agency under CEQA Guidelines section 15096 or preclude San Diego from making a decision on the adequacy of the environmental document and following the process set forth in CEQA Guidelines section 15096;
 3. Site planning of the Project is coordinated between Chula Vista and San Diego to provide appropriate internal traffic circulation and ingress to and egress from the public street system; and
 4. The timing of public hearings and discretionary actions between the Parties so that public hearings and discretionary actions are calendared in a coordinated and complimentary fashion to the extent reasonably practical.
- K. The processing for the reorganization of the Project, in accordance with this MOU, will facilitate major front-end investment by Pardee related to the construction of a residential development. Therefore, Chula Vista and San Diego shall provide a sufficient degree of certainty to Pardee that both entities will neither delay nor hinder the Project's processing and reorganization with LAFCO, and Pardee will have the right to develop the Property in accordance with Project entitlements/approvals as provided for under state and local law and the terms and conditions provided in any approved annexation agreement. The City of Chula Vista shall serve as the lead for the LAFCO process.
- L. The Parties acknowledge and agree that the approvals being sought by Pardee from Chula Vista for the development of the Project are conditioned based on the Project's annexation into San Diego.

- M. The terms of this MOU have undergone extensive review by both Chula Vista and San Diego, both of which concluded that processing the Project in Chula Vista with the intent to annex the Project into San Diego will serve the best interests of each jurisdiction, their residents, orderly provision of services and the public health, safety and welfare, and that the development will be performed in accordance with this MOU and the general plans and local ordinances of both Chula Vista and San Diego, as the Project is intended to be annexed into San Diego.
- N. Chula Vista and San Diego's approval of this MOU does not constitute Project approval. The Parties acknowledge that the Project entitlements at this time are speculative and this MOU in no way commits Chula Vista or San Diego to any definite course of action with respect to the Project, and Chula Vista and San Diego retain full discretion to negotiate annexation actions and approve or not approve the Project in accordance with their roles of lead agency or responsible agency (as defined by CEQA), respectively.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals and for good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Parties Agree to Meet and Confer.

- 1.1 Authorization by Chula Vista. The City Council of Chula Vista hereby authorizes and directs the Development Services Director, his or her designee to meet, confer and exchange information with the other Parties to this MOU regarding the Project.
- 1.2 Authorization by San Diego. The City Council of San Diego hereby authorizes and directs the Development Services Director, his or her designee to meet, confer and exchange information with the other Parties to this MOU regarding the Project.
- 1.3 Authorization by Pardee. Pardee hereby authorizes and directs the persons from time to time authorized by Pardee to meet, confer and exchange information with the other Parties to this MOU regarding the Project.

2. Goals of Meet and Confer Process.

- 2.1 Provide an open exchange of information and concerns pertaining to the Project;
- 2.2 Attempt to reach mutual agreement on all items of mutual concern relating to the Project including the issues set forth in Section 3 below; and
- 2.3 Determine whether more formal cooperation, or other agreement is necessary to implement the Project, and if so, to agree, to the extent feasible, on the proposed terms of such implementing agreement and make recommendations regarding any proposed agreement to their respective governing bodies.

3. Issues for Discussion. The following issues will be the subject of on-going discussions amongst the Parties, but will not preclude the Parties from discussing other relevant issues:

- 3.1 Coordination. Coordination of the plans, technical studies, and environmental document between the Parties;

- 3.2 Entitlement Processing Schedule. The Parties agree to work on developing an Entitlement Processing Schedule that outlines the reviewing Parties' roles and responsibilities. The Entitlement Processing Schedule shall include, but is not limited to, anticipated review and comment timeframes for submitted plans and coordination between the Parties. As part of the Entitlement Processing Schedule, the Parties may identify certain plans, technical studies, environmental documents or other materials to be reviewed by San Diego, in addition to Chula Vista as the lead agency. Any inconsistent or conflicting jurisdictional comments may be discussed and resolved at coordination meetings to be scheduled at Pardee's request;
- 3.3 Design. Design of the Project including, but not limited to, mutually agreeable design criteria and opportunities for Parties to review architectural design, site plan, signage and landscape design requirements of the Project;
- 3.4 Impact on Public Facilities. Impacts on Public Facilities shall be assessed, and associated mitigation requirements identified using plans and studies acceptable to both Chula Vista and San Diego, including, but not limited to:
- 3.4.1 Internal traffic circulation within the Project;
- 3.4.2 Vehicular ingress to and egress from the Project;
- 3.4.3 Water and Sewer Studies, accounting for all on-site water and sewer facilities as private to the point of connection to San Diego water and sewer facilities;
- 3.4.4 A Public Facilities Financing Plan ("PFFP"), including specific improvements to the public rights-of-way, including streets, traffic signals, utilities and other public facilities required to accommodate the Project within the jurisdictional boundaries of San Diego and Chula Vista as presented in the PFFP;
- 3.4.5 Parks. The Project parcel is within the boundaries of the OVRP Concept Plan (2016). Accordingly, the Project shall include an on-site trail consistent with the intent of the "Concept Trail Corridor" and a trail connection consistent with the "Other Trails" identified in the OVRP Concept Plan, as well as all applicable population-based park requirements, and/or payment of any applicable development impact fees for parks.
- 3.4.6 Plan for Providing Services. The Parties agree to cooperate in, and to take such actions as may be necessary to ensure, the diligent preparation of a Plan for Providing Services to the Property, to be submitted to LAFCO along with Chula Vista's annexation application. This Plan for Providing Services shall include, but is not limited to, the provision of water, sewer, stormwater, police, fire, and trash services.
4. **Commitments of the Parties Regarding the Environmental Review Process.** The Parties agree to the following roles and obligations regarding the preparation of processing the Project through CEQA:
- 4.1 Uniform Standards. With respect to CEQA, both Chula Vista and San Diego's CEQA thresholds will be used in assessing whether impacts of the Project are significant under CEQA and, where required, mitigation measures will be identified to address significant impacts in conformance with the applicable CEQA thresholds.
- 4.2 Lead Agency. San Diego and Chula Vista agree that Chula Vista shall be the "lead agency," as the term is defined in Public Resources Code section 21067, and as used throughout

CEQA, including CEQA Guidelines (14 C.C.R. §§ 15000 *et seq.*), for the environmental review of the Project. Chula Vista shall have all discretion to fulfill the obligations of a CEQA lead agency with respect to the Project.

- 4.3 Responsible Agency. San Diego shall be a “responsible agency” for the Project as that term is defined in Public Resources Code section 21069, and as used throughout CEQA and the CEQA Guidelines.
- 4.4 Environmental Document. The environmental document will be prepared to address two Project scenarios at a project level of analysis: the “Annexation Scenario” and the “No Annexation Scenario.” The environmental technical reports will address both scenarios based on the regulations as specified herein. This will include addressing Chula Vista requirements under the No Annexation Scenario, as well as San Diego requirements under the Annexation Scenario. Chula Vista, as lead agency, shall be responsible for preparing the environmental document for the Project. As a responsible agency, San Diego will consider the environmental document prepared by Chula Vista in accordance with CEQA Guidelines section 15096 when acting on or reviewing the Project.
- 4.5 Project Plans and Technical Studies. The Project’s plans, conditions of approval, and technical studies shall be submitted to and reviewed by both Chula Vista and San Diego in accordance with each agency’s standards, guidelines and requirements.
- 4.6 Right to Review Drafts. San Diego will review the environmental document prior to a draft document being released for public comment in accordance with the Entitlement Processing Schedule referenced in Section 3.2. As part of this cooperative effort between San Diego and Chula Vista, Chula Vista will provide San Diego with a copy of all rough drafts of the environmental document, including supporting technical studies, prior to the final draft document being prepared for release for public comment. San Diego will have the opportunity to provide comments on these rough drafts or portions thereof, which are also commonly known as screenchecks. San Diego agrees to provide Chula Vista comments, if any, within forty-five (45) working days of receipt of the rough drafts. Chula Vista shall consider each of San Diego’s comments and make any such changes or revisions as it believes, , are warranted to comply with CEQA.
- 4.7 No Project Approval. Chula Vista and San Diego’s approval of this MOU does not constitute a project approval under CEQA. Pursuant to CEQA Guidelines sections 15004(b)(4), 15004(c), and 15061(b)(3), the Parties acknowledge this MOU in no way commits Chula Vista or San Diego to any definite course of action with respect to the Project. Chula Vista and San Diego retain full discretion to approve or not approve the Project in accordance with their roles as lead agency or responsible agency, respectively. Nothing in this MOU shall foreclose any mitigation measures or project alternatives, and the Project remains conditioned on completion of environmental review in accordance with CEQA and compliance with applicable regulations.
- 4.8 Public Outreach. The Parties agree to follow Chula Vista City Council Policy 400-02 and City of San Diego Council Policy 600-24 to ensure that the public has the opportunity to obtain information about the Project and provide input and feedback on the Project throughout the entitlement process.
- 4.9 Reversion. In the event the Project or the contemplated reorganization is denied by Chula Vista, San Diego, or LAFCO, the Property shall revert to the Chula Vista General Plan

land use and zoning designations in effect at the time directly before a complete application, pursuant to Government Code section 65943, was accepted for the processing of the Project entitlements by Chula Vista.

5. Dispute Resolution.

- 5.1 Meet and Negotiate. In the event a Party, acting in good faith, believes another Party has violated the terms of this MOU, or in the event a Party identifies an unforeseen circumstance outside the control of the Parties that the Party in good faith believes directly and adversely affects the terms and conditions in this MOU, the Parties shall meet at a mutually convenient time to negotiate in good faith to resolve the dispute.
- 5.2 Limitations on Remedies. In the event that the Parties are unable to negotiate a mutually acceptable resolution of a dispute pursuant to section's 5.1 and 5.2 herein, the Parties acknowledge and agree that no Party to this Agreement shall incur any financial liability to any other Party as a result of being unable to negotiate a mutually acceptable resolution of a dispute nor will any Party be entitled to receive monetary damages as a result of the failure of any Party to negotiate a mutually acceptable resolution of a dispute or to perform its obligations under this MOU. The Parties further acknowledge and agree that the sole remedy under this MOU for being unable to negotiate a mutually acceptable resolution of a dispute or for a Party not performing its obligations under this MOU shall be termination of this MOU by written notice from any to all other Parties to this MOU. Should this MOU be terminated pursuant to this section 5.3, no Party shall have any further rights, remedies or obligations to any other Party under this MOU and all Parties shall be relieved and discharged from all further responsibility or liability under this MOU. The Parties acknowledge and agree that the Parties would not have entered into this MOU if any Party could become liable for damages for any failure of any Party to negotiate a mutually acceptable resolution of a dispute or to perform its obligations under this MOU.
6. Independent CEQA Review. Nothing in this MOU is intended or shall be deemed to affect the independent judgement and analysis by San Diego or Chula Vista, as required by CEQA.
7. Entire Agreement. This MOU contains all representations and the entire understanding among the Parties with respect to the subject matter of this MOU. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this MOU, and whether written or oral, are intended to be replaced in total by this MOU. Each Party warrants and represents that no representative of any other Party has made any oral representations or oral agreements not contained in this MOU. Each Party further warrants and represents that it has not relied upon any oral statements or promises made by any representative of any other Party to this MOU in executing this MOU.
8. Indemnification. To the maximum extent allowed by law, Pardee shall protect, defend, indemnify and hold harmless Chula Vista and San Diego (the "Indemnified Parties"), its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, in any manner arising out of or incident to any alleged acts, omissions, or negligence, arising out of or in connection with: a) this Agreement; b) the entitlement and/or the development of the Project; c) any environmental determinations made on the Project; and d) Chula Vista Municipal Code Chapter 19.80. This indemnity provision does not include any claims, damages, liability, costs and expenses arising

from the gross negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of Pardee, its employees, agents or officers, or any third party.

9. **Severability.** The terms, conditions, and covenants of this MOU shall be constructed whenever possible as consistent with all applicable laws and regulations. To this extent that any provision of this MOU, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable, unless the deletion of such provision or provisions would result in such a material change to this MOU so as to cause the continuation of performance contemplated herein to be unreasonable.
- 11 **Counterparts.** This MOU may be executed in counterparts.
11. **Warranty of Authority.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this MOU on behalf of the Party for whom he or she purports to sign.
12. **Section Headings.** The captions, subject, section and paragraph headings in this MOU are included for convenience and reference only. They do not form a part hereof, and do not in any way codify, interpret, or reflect the intent of the Parties. Said heading shall not be used to construe or interpret any provision of this MOU.
13. **Third Party Beneficiaries.** No third party is intended to be a beneficiary of this MOU.
14. **Assignment.** Pardee shall have the right to assign this MOU in connection with a change in owners of the Project, upon written notice to San Diego and Chula Vista, and subject to their consent.
15. **Joint Preparation.** This MOU and the provision contained herein shall not be construed or interpreted for or against any Party hereto because said Party drafted or caused the Party's legal representative to draft any of its provisions. This MOU shall be construed without reference to the identity of the Party or Parties preparing the same, it being expressly understood and agreed that the Parties hereto participated equally or had equal opportunity to participate in the drafting thereof.
16. **Parties Retain Discretionary Approval Rights.** The Parties understand and acknowledge that each Party hereto reserves the right to exercise its full discretion as to all matters which it is, by law, entitled or required to exercise its discretion relative to the Project individually and collectively. Nothing in this MOU is to be construed as precommitting any Party to a decision which requires a separate discretionary process. Each Party agrees and understands that by entering into this MOU no Party waives its right to review, object to, or challenge any action taken by any other Party to the MOU relative to the Project or any portion thereof.
17. **Term.** The Term of this MOU shall become effective on the Effective Date and, unless earlier terminated pursuant to the terms of this MOU, shall be valid for two (2) years, with two (2) one-year extensions allowed upon the consent of the Parties, unless otherwise terminated by any Party with thirty (30) calendar days written notice.
18. **Notice.** All notices required or provided for this MOU shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of San Diego, Chula Vista, and Pardee as follows:

To City of San Diego:

City of San Diego Development Services Department
Attn: Elyse Lowe, Director
1222 1st Ave MS 501
San Diego, CA 92101
Telephone: (619) 446-5423

With a copy to:

City of San Diego
Attn: City Attorney
1200 Third Avenue, Suite 1100
San Diego, CA 92101
Telephone: (619) 236-6220

To City of Chula Vista:

City of Chula Vista
Attn: Tiffany Allen
Director of Development Services
276 Fourth Avenue
Chula Vista, CA 91910
Telephone: (619) 691-5031

With a copy to:

City of Chula Vista
Attn: City Attorney
276 Fourth Avenue
Chula Vista, CA 91910
Telephone: (619) 691-5037

To Pardee Homes:

Pardee Homes
Attn: Jimmy Ayala
Division President
13400 Sabre Springs Parkway
San Diego, CA 92128
Telephone: (858) 794-2500

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CITY OF SAN DIEGO

9/10/20

Date:

9/13/2

Date:

09-14-21

Date:

Date:

Date:

Attest:

By: Kerry Bigelow
Its: City Clerk

Date:

Tri Pointe Homes IE-SD, Inc.

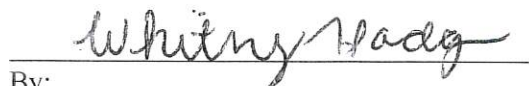


By: Jimmy Ayala*
Its: Division President

9-16-2021

Date:

Approved as to form:



By:
Its: Legal Counsel

10-1-2021

Date:

** Signature authorization must be provided.*

RESOLUTION NUMBER R- **313654**

DATE OF FINAL PASSAGE **AUG 03 2021**

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING WITH THE CITY
OF SAN DIEGO AND TRI POINTE HOMES REGARDING
THE PROPOSED ANNEXATION AND DEVELOPMENT OF
THE NAKANO PROPERTY.

WHEREAS, the Nakano property is an unimproved 23.8-acre property located in the City of Chula Vista, south of the Otay River, east of Interstate 805, and adjacent to the jurisdictional boundary between Chula Vista and San Diego's Otay Mesa community (Property); and

WHEREAS, Tri Pointe Homes acquired the Property and desires to develop it with approximately 157 residential units; and

WHEREAS, the Property is located within the City of Chula Vista, but does not have direct access to Chula Vista utilities and services; and

WHEREAS, development of the Property will necessitate services to be provided by the City of San Diego; and

WHEREAS, the development of the Property requires "reorganization" of the Property from Chula Vista to San Diego, which will entail a sphere of influence boundary amendment and resolutions from both cities necessary to initiate an application with the San Diego Local Agency Formation Commission to amend San Diego's and Chula Vista's sphere of influence boundaries and ultimately detach the Property from Chula Vista and annex the Property to San Diego; and

WHEREAS, the Memorandum of Understanding (MOU) is an agreement to meet and confer on the orderly development of the proposed project and the Property; and

WHEREAS, the MOU provides the parties will: (1) allow for an open exchange of information regarding the Property and the proposed project; (2) attempt to reach an agreement on all items of mutual concern regarding the proposed project; (3) work together to determine whether and when more formal implementing agreements are necessary and work together on the terms; (4) coordinate plans, studies, and environmental document preparation and review; (5) address design and impacts to public facilities, including (but not limited to) streets and parks, and agree to work together on a plan to provide services, which will be provided to the San Diego County Local Area Formation Commission (LAFCO); and (6) agree that the project shall be entitled in Chula Vista prior to annexation into San Diego; and

WHEREAS, the MOU states that the parties agree that the proposed project shall be entitled in Chula Vista prior to annexation into San Diego and that Chula Vista will be the lead agency for review under the California Environmental Quality Act, with the City of San Diego being a responsible agency, as both terms are defined in Public Resources Code sections 21067 and 21069, respectively; and

WHEREAS, the MOU does not commit the City of San Diego to the project, or to any definite course of action and reserves the City of San Diego's right to exercise its full discretion as to all matters which it is, by law, entitled or required to exercise its discretion relative to the project individually and collectively; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized to enter into a Memorandum of Understanding with the City of Chula Vista and Tri Pointe Homes concerning the proposed annexation and development of the Nakano Property, under the terms and conditions set forth in the Agreement on file in the Office of the City Clerk as Document No. RR- 313654.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Corrine L. Neuffer
Corrine L. Neuffer
Deputy City Attorney

CLN:cm
07/06/2021
07/27/2021 COR. COPY
Or.Dept: DSD
Doc. No.: 2703896_2

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of 07/20/2021.

ELIZABETH S. MALAND
City Clerk

By /s/ Gil Sanchez for Linda Irvin
Deputy City Clerk

Approved: 8/3/21
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on JUL 20 2021, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage AUG 03 2021

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Linda Irwin, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- **313654**

Passed by the Council of The City of San Diego on July 20, 2021, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON
WILPERT, CATE, CAMPILLO, MORENO & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Matthew R. Hilario, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-313654 approved on July 20, 2021. The date of final passage
is August 3, 2021.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By:  Deputy