

ORDINANCE NUMBER O- 21330

DATE OF FINAL PASSAGE NOV 10, 2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO (I) AUTHORIZING THE EXECUTION AND DELIVERY OF A NEW REIMBURSEMENT AGREEMENT; (II) AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE AGREEMENT FOR LEGAL SERVICES WITH HAWKINS, DELAFIELD & WOOD LLP TO PROVIDE ONGOING LEGAL SERVICES; (III) RATIFYING ITS PRIOR REQUEST OF THE PUBLIC FACILITIES FINANCING AUTHORITY OF THE CITY OF SAN DIEGO TO ISSUE AND SELL ONE OR MORE SERIES OR SUBSERIES OF SUBORDINATED WATER REVENUE COMMERCIAL PAPER NOTES FROM TIME TO TIME IN THE PRINCIPAL AMOUNT NOT TO EXCEED IN THE AGGREGATE \$250,000,000 TO FINANCE ADDITIONAL CAPITAL IMPROVEMENTS TO THE WATER SYSTEM; (IV) RATIFYING AND REAPPROVING THE EXECUTION, DELIVERY AND PERFORMANCE BY EACH OF THE CITY AND THE PUBLIC FACILITIES FINANCING AUTHORITY OF THE CITY OF SAN DIEGO OF CERTAIN FINANCING DOCUMENTS PREVIOUSLY APPROVED BY THE CITY COUNCIL IN CONNECTION THEREWITH; AND (V) APPROVING OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Joint Exercise of Powers Agreement, dated as of May 14, 1991, as amended and restated as of January 11, 1999, further amended and restated on October 29, 2002, and further amended and restated as of January 1, 2013, by and among The City of San Diego, California (City), the City solely in its capacity as the designated Successor Agency to the former Redevelopment Agency of the City of San Diego and the Housing Authority of the City of San Diego (Housing Authority), establishes the Public Facilities Financing Authority of the City of San Diego (Authority), a California joint exercise of powers authority duly organized to provide financial assistance to the City; and

WHEREAS, the San Diego Facilities and Equipment Leasing Corporation (Corporation) is a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (State) that was incorporated to provide financial assistance to the City; and

WHEREAS, the City has provided for the issuance of subordinated water revenue bonds in the form of tax-exempt governmental subordinated water revenue commercial paper notes from time to time in one or more series or subseries, in an aggregate principal amount not to exceed \$250,000,000 at any time (Commercial Paper Notes) that are payable from subordinated installment payments secured by Net System Revenues (as defined in the herein referenced Installment Purchase Agreement) of the City's Water Utility Fund (Water Utility Fund) to (i) provide short-term financing for the design, acquisition, construction, installation, and improvement of components of the City's water system (Water System), (ii) reimburse the City for eligible expenditures in accordance with the herein described Reimbursement Resolution and (iii) pay costs of issuance incurred in connection with the issuance of Commercial Paper Notes; and

WHEREAS, in order to effect the design, acquisition, construction and installation of improvements to the Water System, the Corporation has sold and will continue to sell components of the Water System improvement project to the City pursuant to an Amended and Restated Master Installment Purchase Agreement, dated as of January 1, 2009, as amended and supplemented, including as amended by the First Amendment to Amended and Restated Master Installment Purchase Agreement, dated as of November 14, 2018, each by and between the City and the Corporation, as supplemented by the Collateral Agency, Account and Assignment Agreement, dated as of November 14, 2018, by and among the City, the Corporation, the

Authority, the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency, and U.S. Bank National Association as collateral agent under the Collateral Agency Agreement and as Trustee under the Indenture (as defined below), and as supplemented by the 2017 Commercial Paper Supplement and as also supplemented by a 2009 Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of January 1, 2009, a 2009B Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of June 1, 2009, a 2010A Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of June 1, 2010, a 2012A Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of April 1, 2012, a 2016 Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of June 1, 2016, a 2018 Supplement, dated as of December 1, 2018 and a 2020 Supplement, dated as of May 1, 2020, each by and between the City and the Corporation, and as further amended and supplemented from time to time in accordance with the terms thereof (collectively, the Installment Purchase Agreement), pursuant to which the Corporation has agreed to sell from time to time certain improvements and additions (comprised of various components, each, a Component) to the Water System and the City has agreed to purchase from time to time certain Components as specified in certain supplements to the Installment Purchase Agreement; and

WHEREAS, in connection with the execution and delivery of each prior supplement, the Authority issued a series of its Water Revenue Bonds under an Indenture, dated as of January 1, 2009, as supplemented and amended by that certain First Supplemental Indenture, dated as of June 1, 2009, that certain Second Supplemental Indenture, dated as of June 1, 2010, that certain Third Supplemental Indenture, dated as of April 1, 2012, that certain Fourth Supplemental

Indenture, dated as of June 1, 2016, that certain Sixth Supplemental Indenture, dated as of December 1, 2018 and that certain Seventh Supplemental Indenture, dated as of May 1, 2020 (as so amended and supplemented and as amended and supplemented by the Fifth Supplemental Indenture as defined below, the Indenture), each by and between the Authority and U.S. Bank National Association, or any successor or substitute trust company or bank having trust powers, as trustee (Trustee), each with an appropriate series, lien, and purpose designation (as currently outstanding, the Outstanding Subordinated Water Revenue Bonds); and

WHEREAS, the City has installment purchase obligations in connection with the following revenue bonds of the Public Facilities Financing Authority of the City of San Diego and the following loans of the City: Subordinated Water Revenue Bonds, Series 2016A (Payable Solely From Subordinated Installment Payments Secured by Net System Revenues of the Water Utility Fund), of which \$36,765,000 is currently outstanding; the Subordinated Water Revenue Bonds, Refunding Series 2016B (Payable Solely From Subordinated Installment Payments Secured by Net System Revenues of the Water Utility Fund), of which \$370,930,000 is currently outstanding; the Subordinated Water Revenue Bonds, Series 2018A (Payable Solely From Subordinated Installment Payments Secured by Net System Revenues of the Water Utility Fund), of which \$231,140,000 is currently outstanding; the Senior Water Revenue Bonds, Series 2020A (Payable Solely From Installment Payments Secured by Net System Revenues of the Water Utility Fund), of which \$211,945,000 is currently outstanding; the Senior Water Revenue Bonds, Series 2020B (Payable Solely From Installment Payments Secured by Net System Revenues of the Water Utility Fund), of which \$97,650,000 is currently outstanding; outstanding Senior Drinking Water State Revolving Fund loans (SRF Loans) totaling \$75,007,612; and two Subordinated Water Infrastructure Finance and Innovation Act WIFIA Loan Agreements

between the United States Environmental Protection Agency and the City, of which \$28,965,633 is currently outstanding for loan WIFIA-N17125CA (drawdown loan for up to \$614,000,000) and \$0 is currently outstanding for loan WIFIA-N20136CA (drawdown loan for up to \$119,500,000); and

WHEREAS, by Resolution No. R-311748 adopted on May 22, 2018 (Reimbursement Resolution), the City Council declared its intent to use proceeds of indebtedness to reimburse itself for eligible expenditures in accordance with section 1.150-2 of Treasury Regulations; and

WHEREAS, by Resolution No. R-310860 adopted on December 16, 2016 (Original Authorizing Resolution), the City authorized the issuance by the Authority of tax-exempt governmental Subordinated Water Revenue Commercial Paper Notes from time to time, in one or more series or subseries, in an aggregate principal amount not to exceed \$250,000,000 to provide funds for financing capital improvements to the Water System and pay costs of issuance incurred in connection with the issuance of the Commercial Paper Notes, from time to time, and the City approved the forms of a 2017 Commercial Paper Supplement to Amended and Restated Installment Purchase Agreement (2017 Commercial Paper Supplement) by and between the City and the Corporation, pursuant to which the Corporation agreed to sell certain Components of the Water System to the City and the City agreed to purchase such Components, an Assignment Agreement (Assignment Agreement) by and between the Corporation and the Authority, pursuant to which the Corporation assigned all of its right, title and interest in and to the 2017 Commercial Paper Supplement to the Authority to support payment of debt service on the Commercial Paper Notes, a Fifth Supplemental Indenture (Fifth Supplemental Indenture) by and between the Authority and U.S. Bank National Association (Trustee), an Issuing and Paying Agency Agreement (Issuing and Paying Agency Agreement) by and between the Authority and

U.S. Bank National Association (Issuing and Paying Agent), one or more dealer agreements (each, a Dealer Agreement) with a dealer (Dealer), the initial ones being Citigroup Global Markets Inc., BofA Securities Inc. (as successor to Merrill Lynch, Pierce, Fenner & Smith Incorporated) and RBC Capital Markets, LLC, and one or more reimbursement agreements (each, together with the related fee letter agreement, a Reimbursement Agreement) with, and deliver bank notes (each, a Bank Note) to, each Credit Provider (Credit Provider), the initial ones being Bank of the West and Bank of America, N.A., pursuant to which the Credit Provider each issued an irrevocable direct-pay letter of credit to provide credit enhancement and liquidity support for any authorized series or subseries of the Commercial Paper Notes (each, a Commercial Paper Notes Credit Support Instrument) (collectively, the Initial Financing Documents) and authorized the execution and delivery by the City of the Initial Financing Documents to which the City is a party, and the City approved the execution, delivery and performance by the Authority of the Initial Financing Documents to which the Authority is a party, and the distribution of an Offering Memorandum (Offering Memorandum) in conjunction with the issuance from time to time of Commercial Paper Notes, in one or more series or subseries, which Commercial Paper Notes are secured by a subordinate pledge of Net System Revenues; and

WHEREAS, pursuant to the Original Authorizing Resolution, the City also authorized the amendment or supplement of the Offering Memorandum from time to time and the distribution thereof, subject to the prior review and approval of the Offering Memorandum, as amended or supplemented, by the City's Disclosure Practices Working Group; and

WHEREAS, by Resolution No. FA-2016-9 adopted on December 16, 2016, the Authority authorized the issuance by the Authority of its tax-exempt Commercial Paper Notes from time to

time, in one or more series or subseries, in an aggregate principal amount not to exceed \$250,000,000 to provide funds for the financing improvements to the Water System and pay costs of issuance incurred in connection with the issuance of the Commercial Paper Notes, from time to time, and in connection therewith authorized the execution and delivery by the Authority of the Initial Financing Documents to which the Authority is a party and the distribution of the Offering Memorandum in connection with the issuance of the Commercial Paper Notes from time to time; and

WHEREAS, by Resolution No. FELC-2016-2 adopted on November 29, 2016, the Corporation authorized the execution and delivery of the Initial Financing Documents to which the Corporation is a party; and

WHEREAS, in order to secure the payment of the Commercial Paper Notes, the City entered into the 2017 Commercial Paper Supplement with the Corporation (which 2017 Commercial Paper Supplement specified a subordinate pledge of Net System Revenues for the Commercial Paper Notes) and the Corporation entered into the Assignment Agreement with the Authority; and

WHEREAS, in furtherance of the issuance of the Commercial Paper Notes under the Indenture, the City caused the Authority to enter into the Fifth Supplemental Indenture with the Trustee, the Issuing and Paying Agency Agreement with the Issuing and Paying Agent, and one or more dealer agreements (each, an Initial Dealer Agreement and a Dealer Agreement) with Citigroup Global Markets Inc., BofA Securities, Inc. (as successor to Merrill Lynch, Pierce, Fenner & Smith Incorporated) and RBC Capital Markets, LLC (each, an Initial Dealer and a Dealer), to serve as the Initial Dealers for the Commercial Paper Notes; and

WHEREAS, in order to provide additional security for the Commercial Paper Notes, the City entered into two reimbursement agreements (each, together with the related fee letter agreement, an Initial Reimbursement Agreement and a Reimbursement Agreement) with, and delivered bank notes (each, an Initial Bank Note and a Bank Note) to, Bank of the West and Bank of America, N.A. (each, an Initial Credit Provider and a Credit Provider), pursuant to which the Initial Credit Providers each issued an irrevocable direct-pay letter of credit to provide credit enhancement and liquidity support for any authorized series or subseries of the Commercial Paper Notes (each, an Initial Commercial Paper Notes Credit Support Instrument); and

WHEREAS, the City has determined that it is in the best interests of the City to enter into a new reimbursement agreement (together with the related fee letter agreement, the New Reimbursement Agreement and a Reimbursement Agreement) with, and deliver a bank note (the New Bank Note and a Bank Note) to, the new Credit Provider (the New Credit Provider and a Credit Provider), the new one being Bank of America, N.A., pursuant to which the New Credit Provider will issue an irrevocable direct-pay letter of credit to provide credit enhancement and liquidity support for any authorized series or subseries of the Commercial Paper Notes (the New Commercial Paper Notes Credit Support Instrument); and

WHEREAS, the City has determined that it is in the best interests of the City to retain Hawkins Delafield & Wood LLP as note counsel and disclosure counsel to the City and the Authority (Note Counsel) and to amend the existing Agreement for Legal Services (Outside Counsel Contract) to provide ongoing, as-needed legal services related to the Commercial Paper Notes in an amount not to exceed \$30,000 per year for services related to the Commercial Paper Notes; and

WHEREAS, under Charter section 99, no contract, agreement or obligation where the City incurs debt extending for a period of more than five years may be authorized except by ordinance adopted by a two-thirds majority vote of the City Council; and

WHEREAS, the City has determined that it is in the best interests of the City to ratify its prior request of the Authority that the Authority issue and sell its tax-exempt governmental Subordinated Water Revenue Commercial Paper Notes from time to time, in one or more series or subseries, in an aggregate principal amount not to exceed \$250,000,000 at any time to provide funds for financing capital improvements to the Water System and pay costs of issuance incurred in connection with the issuance of the Commercial Paper Notes from time to time and to ratify and reauthorize the execution, delivery and performance by the City of the Initial Financing Documents to which the City is a party and its prior request of the Authority to execute and deliver the Initial Financing Documents to which the Authority is a party; and

WHEREAS, there has been presented to this meeting a proposed form of the New Reimbursement Agreement (including a form of the New Commercial Paper Notes Credit Support Instrument and the New Bank Note attached as exhibits thereto), by and between the City and the New Credit Provider, a copy of which is on file in the Office of the City Clerk as Document No. 00-21390, under which the New Credit Provider will issue a direct-pay letter of credit to provide credit enhancement and liquidity support for any authorized series or subseries of the Commercial Paper Notes for an initial term of approximately three (3) years; and

WHEREAS, the City is authorized to undertake the actions described in this Ordinance pursuant to its Charter and the Constitution and applicable laws of the State of California; NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of San Diego, as follows:

Section 1. The City Council hereby finds and determines that the statements set forth above in the recitals to this Ordinance are true and correct.

Section 2. The form and content of the New Reimbursement Agreement are hereby approved, and the execution, delivery and performance thereof by the City of the New Reimbursement Agreement is hereby approved. The Chief Operating Officer, the Chief Financial Officer of the City (CFO) and each of them or any of their respective designees (each an Authorized Signatory) are hereby jointly and severally authorized and directed, for and in the name and on behalf of the City, to execute and deliver the New Reimbursement Agreement substantially in the form submitted to this meeting, and the City Clerk is authorized to attest thereto, with such additions and changes therein as an Authorized Signatory shall determine are necessary or desirable and approve as being in the best interests of the City in consultation with the City's municipal advisor, and as approved as to form by the City Attorney or his, her or their specified designee, and with such other changes that may be required by Note Counsel, such approval to be conclusively evidenced by the execution and delivery thereof. The City also authorizes and approves the issuance of the New Bank Note to the New Credit Provider payable from commercial paper subordinated installment payments made by the City pursuant to the 2017 Commercial Paper Supplement and the New Reimbursement Agreement.

Section 3. The Mayor or his, her or their specified designee is authorized to retain Hawkins Delafield & Wood LLP as Note Counsel and to amend the Outside Counsel Contract to provide ongoing, as-needed legal services related to the Commercial Paper Notes in an amount not to exceed \$30,000 per year for services related to the Commercial Paper Notes.

Section 4. The City hereby ratifies, reauthorizes and reapproves its prior request of the Authority that the Authority issue and sell its tax-exempt governmental Subordinated Water Revenue Commercial Paper Notes from time to time, in one or more series or subseries, in an aggregate principal amount not to exceed \$250,000,000 at any time to provide funds for financing capital improvements to the Water System and pay costs of issuance incurred in connection with the issuance of the Commercial Paper Notes, from time to time; provided that as to each such issuance, the financing must achieve a true interest cost not to exceed the lesser of eleven percent (11%) or the maximum rate per annum permitted by law. The Commercial Paper Notes shall be issued at such times, with such dates, maturity dates and interest rates in such principal amounts and on such commercially reasonable terms as the officers of the Authority, in consultation with the City's Director of Debt Management or, if necessary, the CFO or the City's Department of Finance Director and City Comptroller, shall in their discretion determine to be in the best interests of the City and the Authority.

Section 5. The forms and content of the Initial Financing Documents previously approved by the City Council in connection with the Commercial Paper Notes are hereby ratified and reapproved, and, pursuant to Charter section 99, the execution, delivery and performance thereof by the City of the Initial Financing Documents to which it is a party is hereby ratified and reapproved. The Authorized Signatories are hereby jointly and severally reauthorized and directed, for and in the name and on behalf of the City, to execute and deliver the Initial Financing Documents to which the City is a party, and the City hereby ratifies its prior request of the Authority to execute and deliver the Initial Financing Documents to which the Authority is a party, in conjunction with the issuance from time to time of Commercial Paper Notes, in one or more series or subseries, substantially in the forms submitted to the meetings at which such

Initial Financing Documents were approved, and the City Clerk is reauthorized to attest thereto, with such additions and changes therein as an Authorized Signatory determined were necessary or desirable and approved as being in the best interests of the City, and as approved as to form by the City Attorney or his, her or their specified designee, and with such other changes that were required by Note Counsel, such approval conclusively evidenced by the execution and delivery thereof.

Section 6. All actions heretofore taken by any officers, employees, or agents of the City with respect to the New Reimbursement Agreement and the reauthorization of the Initial Financing Documents, the issuance, delivery, or sale of the Commercial Paper Notes and the distribution of the Offering Memorandum in connection therewith, or any amendment or supplement to the Offering Memorandum, are hereby approved, confirmed and ratified; and the Chief Operating Officer, the CFO, the Director of Debt Management, the Department of Finance Director and City Comptroller, the City Attorney and any such other officers, employees, or agents of the City as may be authorized by the Mayor of the City, the Chief Operating Officer or the CFO (each a City Representative) are hereby authorized and directed, for and in the name of and on behalf of the City, to do any and all things and take any and all actions, including, without limitation, pay necessary and appropriate fees and expenses, and execute and deliver any and all certificates, agreements and other documents which they, or any of them, may deem necessary or desirable to consummate the transactions evidenced by the New Reimbursement Agreement and the Initial Financing Documents (collectively, the Financing Documents) in accordance with this Ordinance. In addition, any City Representative, in consultation with the City's municipal advisor, is hereby specifically authorized to approve additions and changes to the New Reimbursement Agreement authorized by this Ordinance, as any City Representative shall

determine are necessary or desirable and shall require or approve and that such City Representative believes to be in the best interests of the City, such determination shall be conclusively evidenced by the execution and delivery of the New Reimbursement Agreement by the City; and provided further that no such addition or changes may be inconsistent with the limitations set forth in Section 2 hereof and provided further that such changes on additions are consistent with limitations in Section 4 herein. Such other officials, employees, and agents of the City as may be authorized by any Authorized Signatory are hereby are each authorized, and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements, and other documents which they, or any of them, may deem necessary or advisable in order to consummate the delivery and performance of the New Reimbursement Agreement and other documents authorized by this Ordinance, and the transactions authorized hereby and evidenced by the New Reimbursement Agreement. Without limiting the foregoing, the Authorized Signatories, in consultation with the City's municipal advisor, without further action of the City Council, are hereby reauthorized and directed, jointly and severally, for and in the name of and on behalf of the City, pursuant to Charter section 99, to execute and deliver any amendments, supplements, restatements and replacements of the Reimbursement Agreements, to extend the term of any Commercial Paper Notes Credit Support Instrument or increase or decrease the maximum principal amount of Commercial Paper Notes supported by any Commercial Paper Notes Credit Support Instrument; provided that any such document shall be substantially in the forms of the equivalent documents executed and delivered by an Authorized Signatory pursuant to this Ordinance or pursuant to any other authorization from the City Council in conjunction with the Commercial Paper Notes. The Authorized Signatories, without further action of the City

Council, are hereby reauthorized and directed, jointly and severally, for and in the name of and on behalf of the City, pursuant to Charter section 99, to execute and deliver any reimbursement agreements, fee letter agreements, revolving notes, direct placement revolving credit agreements or direct placement revolving notes, to provide for the delivery of additional Commercial Paper Notes Credit Support Instruments from time to time, and the Authorized Signatories, in consultation with the City's municipal advisor, without further action of the City Council, are hereby further reauthorized and directed, jointly and severally, for and in the name of and on behalf of the City, pursuant to Charter section 99, to execute and deliver any amendments, supplements, restatements or replacements of any such reimbursement agreements, fee letter agreements or revolving notes, to extend the term of such additional Credit Support Instrument or increase or decrease the maximum principal amount of Commercial Paper Notes supported by such additional Credit Support Instrument, and to authorize any necessary designation of additional series or subseries of the Commercial Paper Notes (and any corresponding establishment of subaccounts with respect to such additional series or subseries) from time to time or any amendments, supplements, restatements or replacements of the Financing Documents to facilitate such delivery or amendment; provided that any such documents comply with the provisions of Section 4 of this Ordinance or any other authorization from the City Council in conjunction with the Commercial Paper Notes. In addition, the Authorized Signatories, in consultation with the CFO, without further action of the City Council, are hereby authorized, jointly and severally, to cause the Authority to amend, supplement or restate any Dealer Agreement or to appoint additional or replacement Dealers from time to time and to execute and deliver any additional, replacement or successor Dealer Agreement in connection therewith as an Authorized Signatory shall determine is necessary or desirable and in the best

interests of the City, such determination shall be conclusively evidenced by the execution and delivery of such amendment, supplement or restatement of, or additional, replacement or successor, Dealer Agreement; provided that any such Dealer or Dealers shall be selected from the City's "Investment Banking Services – Underwriter and Commercial Paper Dealer Pool." In addition, the Authorized Signatories, in consultation with the CFO, without further action of the City Council, are hereby authorized, jointly and severally, to appoint a replacement Issuing and Paying Agent from time to time and to cause the Authority to amend, supplement or restate the Issuing and Paying Agency Agreement in connection therewith as an Authorized Signatory shall determine is necessary or desirable and in the best interests of the City, such determination shall be conclusively evidenced by the execution and delivery of such amendment, supplement or restatement of the Issuing and Paying Agency Agreement.

Section 7. That the CFO is authorized to expend an amount estimated to be \$2.77 million over the approximately three (3) year initial term of the letter of credit for ongoing facility fees pursuant to the New Reimbursement Agreement and estimated to be \$490,000 for Fiscal Year 2022 from the Water Utility Operating Fund, Fund 700011, for the purpose of executing same, with any expenses in future fiscal years contingent upon both City Council's adoption of the Appropriation Ordinance for the applicable fiscal year and the CFO's first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 8. That the CFO is authorized to expend an amount not to exceed \$30,000 per year of the Outside Counsel Contract beginning in Fiscal Year 2023 from the Water Utility Operating Fund, Fund 700011, for the purpose of executing same, with any expenses in future fiscal years contingent upon both City Council's adoption of the Appropriation Ordinance for the

applicable fiscal year and the CFO's first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 9. That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 10. That this Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By: /s/ David L. Powell
David L. Powell
Deputy City Attorney


DLP:jdf
10/12/2021
Or.Dept: Debt Management
Doc No.: 2784707

I hereby certify that the foregoing Ordinance was passed by the City Council of The City of San Diego, at this meeting of NOV 09, 2021.

ELIZABETH S. MALAND
City Clerk

By: 
Deputy City Clerk

Approved: 11/10/21
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on NOV 09 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 NOV 10 2021.

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 [Signature], Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on OCT 26 2021, and on NOV 10 2021.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

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

By [Signature], Deputy

Office of the City Clerk, San Diego, California
Ordinance Number O- 21390