AGENDA

Consolidated Regular Meeting

City Council Chamber - 1243 National City Boulevard, National City, CA

Ron Morrison, Mayor
Ditas Yamane, Vice-Mayor – District 3
Marcus Bush, Councilmember
Luz Molina, Councilmember- District 1
Jose Rodriguez, Councilmember

Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, MMC, City Clerk
R. Mitchel Beauchamp, City Treasurer

The City Council also sits as the City of National City Community Development Commission, Housing Authority, Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Thank you for participating in local government and the City of National City Council Meetings.

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meetings and Workshops may be same day, the start time is based on needs. Check Special Agendas for times.

Location: Regular City Council Meetings are held in the Council Chamber located at City Hall, 1243 National City Boulevard, National City, CA 91950, the meetings are open to the public.

Agendas and Material: Agendas and Agenda Packet for items listed are available on the City website, and distributed to the City Council no less than 72 hours before the City Council Meeting. Sign up for E-Notifications to receive alerts when items are posted.

Public Participation: Encouraged in a number of ways as described below. Members of the public may attend the City Council Meeting in person, watch the City Council Meeting via live web stream, or participate remotely via Zoom. Recording of Meetings are archived and available for viewing on the City's website.

Public Comment: Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those wishing to speak on items on the agenda may do so when the item is being considered. Please submit a Speaker's Slip to the City Clerk before the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. *(City Council Policy 104)*

EFFECTIVE JANUARY 1, 2023

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than $250 within the past year (effective Jan 1, 2023). This report may be included on the Public Comment Speaker Slip to be completed prior to the City Council Meeting.

If you wish to submit a written comment email to the City Clerk's Office at least 4 hours before the City Council Meeting to allow time for distribution to the City Council.

Spanish Interpretation Services: Spanish Interpretation Services are available; please contact the City Clerk before the start of the meeting for assistance.

American Disabilities Act Title II: In compliance with the American Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Title II. Any person with a disability who requires a modification or accommodation to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting.

AGENDA

Consolidated Regular Meeting

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Gracias por participar en las reuniones del gobierno local y del Consejo de la Ciudad de National City.

Reuniones: Las reuniones regulares del Consejo Municipal se llevan a cabo el primer y tercer martes del mes a las 6:00 p.m. La reunión especial de sesión privada y los talleres pueden ser el mismo día, la hora de inicio se basa en las necesidades. Consulte las agendas especiales para conocer los horarios.

Ubicación: Las reuniones regulares del Concejo Municipal se llevan a cabo en la Cámara del Consejo ubicada en el Ayuntamiento, 1243 National City Boulevard, National City, CA 91950, las reuniones están abiertas al público.

Agendas y Material: Las Agendas y el Paquete de Agenda para los temas enumerados están disponibles en el sitio web de la Ciudad y se distribuyen al Concejo Municipal no menos de 72 horas antes de la Reunión del Concejo Municipal. Regístrese para recibir notificaciones electrónicas cuando se publiquen artículos.

Participación pública: Se fomenta de varias maneras como se describe a continuación. Los miembros del público pueden asistir a la Reunión del Concejo Municipal en persona, ver la Reunión del Concejo Municipal a través de la transmisión web en vivo o participar de forma remota a través de Zoom. Las grabaciones de las reuniones están archivadas y disponibles para su visualización en el sitio web de la Ciudad.

Comentario Público: Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios públicos. Quienes deseen hacer uso de la palabra sobre los temas del programa podrán hacerlo cuando se esté examinando el tema. Por favor, envíe una solicitud del orador al Secretario de la Ciudad antes de la reunión o inmediatamente después del anuncio del artículo. Todos los comentarios estarán limitados a tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para dar cabida a un gran número de oradores. (Política del Concejo Municipal 104)

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 4 horas antes de la Reunión del Consejo Municipal para dar tiempo a la distribución al Consejo Municipal.

A PARTIR DEL 1 DE ENERO DE 2023

Todas las contribuciones a los candidatos y funcionarios electos actuales deben autoinformar una Declaración de contribución de campaña a un concejal de más de $ 250 en el último año (a partir del 1 de enero de 2023). Este informe puede incluirse en el Recibo del orador de comentarios públicos que se completará antes de la reunión del Concejo Municipal

Servicios de interpretación en español: Los servicios de interpretación en español están disponibles, comuníquese con el Secretario de la Ciudad antes del inicio de la reunión para obtener ayuda.

Título II de la Ley de Discapacidades Americanas: En cumplimiento con la Ley de Discapacidades Americanas de 1990, las personas con discapacidad pueden solicitar una agenda en formatos alternativos apropiados según lo requerido por el Título II. Cualquier persona con una discapacidad que requiera un modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 24 horas antes de la reunión.

AGENDA

Consolidated Regular Meeting

Tuesday, September 17, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. INVOCATION

5. PUBLIC COMMENT

   In accordance with State law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take action on any issue not included on the agenda. Speakers will have up to three (3) minutes.

6. PROCLAMATIONS AND RECOGNITION

   6.1 Proclamation - Constitution Week 7

7. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)

   Per Government Code Section 53232.3(d) also known as AB1234: Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

8. INTERVIEWS AND APPOINTMENTS

   8.1 Appointments: City Boards, Commissions, and Committees – City Council Interview and Appointment for the Civil Service Commission, and Planning Commission 8

   Recommendation:
   City Council to Conduct Interviews and Appoint.

8.2 Appointments: City Boards, Commissions and Committees – Mayoral Appointment to the Board of Library Trustees; Park, Recreation & Senior Citizens Advisory Committee; Public Art Committee; and Traffic Safety Committee. 36

Recommendation:
Mayoral Appointment with City Councilmembers' Confirmation.

9. CONSENT CALENDAR

The Consent Calendar may be enacted in one motion by the City Council with a Roll Call Vote without discussion unless a Councilmember, a member of the Public, or the City Manager requests an item be removed for discussion. Items removed from the Consent Calendar will be considered immediately following the adoption of the Calendar.

9.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda

9.2 Approval of City Council Meeting Minutes 79

Recommendation:
Approve and File.

9.3 Accept SDG&E's 2024 SAFE San Diego Grant Program Award of $3,000 for the City's CERT Program. 90

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of Funds in the Amount of $3,000 from the San Diego Gas & Electric (SDG&E) 2024 SAFE San Diego Grant Program for the National City Community Emergency Response Team (CERT) Program and Authorizing the Establishment of a Reimbursable Grants City-Wide Fund Appropriation in the Amount of $3,000 with a Corresponding Revenue Budget."

9.4 Agreement with Cosco Fire Protection, Inc. for Facilities Maintenance Services 94

Recommendation:
Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with Cosco Fire Protection, Inc. to Provide Fire Prevention and Life Safety System Services for a Not-to-Exceed Amount of $150,000."

9.5 Amendment of Chapter 18.29 of the National City Municipal Code to Add Regulations for the Mixed Use Overlay Zone. 115

Recommendation:
Initiate the Code Amendment.

9.6 Approval of a Settlement Agreement between Sophia Bhandari, Sierra Wilson and Tony Philip Wilson and the City of National City. 118

Recommendation:
Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Approving the Settlement Agreement between Sophia Bhandari, Sierra Wilson and Tony Philip Wilson and the City of National City.”

9.7 Awarding a Contract to Palm Engineering Construction Company, Inc. for the 16th Street and M Avenue Storm Drain Replacement Project, CIP No. 24-12. 125

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Palm Engineering Construction Company, Inc. in the Not-to-Exceed Amount of $346,500 for the 16th Street and M Avenue Storm Drain Replacement Project, CIP No. 24-12; 2) Authorizing a 15% Contingency in the Amount of $51,975 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation in the Amount of $398,475 in the Storm Response Contracted Services Account.”

9.8 9th AMR Agreement Extension 139

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving and Authorizing the Mayor to Execute the Ninth Amendment to the Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc. to Continue to Provide Basic and Advanced Life Support Ambulance Transportation Services Effective from September 1, 2024 through August 31, 2025.”

9.9 Consultant Contract to Provide Police Service Police Officer’s Standards and Training (“P.O.S.T.”) Certified Canine, Basic Course / Academy Trainings and Weekly Maintenance in Patrol Work for Police Service Dogs (“K9’s”) and Their Handlers. 147

Recommendation:
Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with MAN-K9 Inc. to Provide Basic Course/Academy Training and Weekly Training for Police Service Dogs and Their Handlers, in a Not-to-Exceed amount of $22,080 for the First Year.”

9.10 First Amendment with ASSI Security for Facilities Maintenance Services 162

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with ASSI Security, Increasing the Not-to-Exceed Amount by $100,000, for a Total Agreement Amount of $150,000."

9.11 First Amendment with Vortex Industries, LLC for Facilities Maintenance Services 167

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with Vortex Industries, LLC, Increasing the Not-to-Exceed Amount by $100,000, for a Total Not-to-Exceed Amount of $150,000."

9.12 Performance Report of Annual Fire Safety Inspections 172

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Acknowledging Receipt of a Report Made by the Fire Chief of the National City Fire Department Regarding the Annual Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code."

9.13 Police Officer Association Salary Increase 176

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the National City Police Officers' Association Salary Schedule and Authorizing an Increase of $928,400 to the General Fund Police Personnel Services Budget Appropriations."

9.14 Second Amendments to On-Call Consultant Agreements for the City's Capital Improvement Program (CIP) 181

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute, 1) a Second Amendment to the Agreement with D-MAX Engineering, Inc. to Extend the Agreement by One Year, Including Hourly Rate Updates; 2) a Second Amendment to the Agreement with Geosyntec Consultants, Inc. to Extend the Agreement by One Year and Increase the Not-to-Exceed Amount by $1,000,000, Including Hourly Rate Updates; and 3) Second Amendments to the Agreements with a) Verdantas Inc., Successor to Leighton Consulting, Inc., b) Ninyo & Moore Geotechnical & Environmental Sciences Consultants, and c) Randall/Lamb/Associates to Extend Agreements by One Year."

199

9.15 Summary Vacation of Excess Street Right-of-Way on East 27th Street between 'A' and 'D' Avenues.

Recommendation:
Direct the Summary Vacation of Excess Right-of-Way on the South Side of East 27th Street between 'A' and 'D' Avenues.

9.16 Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees at Westfield Plaza Bonita Mall from September 27, 2024, through October 31, 2024, with No Waiver of Fees. 203

Recommendation:
Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy 802.

9.17 Investment Report for the Quarter Ended June 30, 2024. 224

Recommendation:
Accept and File the Investment Report for the Quarter Ended June 30, 2024.

9.18 Warrant Register #5 for the period of 7/26/24 through 8/1/24 in the amount of $8,869,936.22 256

Recommendation:
Ratify Warrants Totaling $8,869,936.22

9.19 Warrant Register #6 for the period of 8/2/24 through 8/8/24 in the amount of $2,871,840.75 265

Recommendation:
Ratify Warrants Totaling $2,871,840.75

10. CONTINUED PUBLIC HEARING

10.1 Ordinance for Second Reading and Adoption – Unauthorized Camping or Encampments on Public Property 272

Recommendation:
Adopt Ordinance by Second Reading, Entitled, "An Ordinance of the City Council of the City of National City, California, Amending Title 10 of the National City Municipal Code by Adding Chapter 10.56, All Pertaining to Regulating Encampments on Public Property to Establish a Standard for the Protection of the Life, Health, and Safety of All People, and Sensitive Public Lands within the City of National City."

11. PUBLIC HEARING

The following item(s) have been advertised as public hearing(s) as required by law.

11.1 First Substantial Amendment to the FY24-25 HUD Annual Action Plan to reallocate CDBG funds to Water and Sewer Improvements. 284

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Adopting the First Substantial Amendment to the 2024-2025 U.S. Department of Housing and Urban Development Annual Action Plan to Reallocate $570,184 in Community Development Block Grant Funds from Set-Aside for a Planned Section 108 Loan to Water and Sewer Improvements and Authorizing Staff to Make Budget Adjustments as Necessary Based on HUD’s Final Allocation to the City for the 2024-2025 Annual Action Plan.”

11.2 Public Hearing No. 1 of 2 on the U.S. Department of Housing and Urban Development (HUD) 2025-2029 Consolidated Plan and 2025-2026 Action Plan 292

Recommendation:
Conduct the Public Hearing to Receive Comments from Members of the Public Concerning Housing and Community Development Needs, Program Performance, and Strategies for Affirmatively Furthering Fair Housing.

12. STAFF REPORTS

12.1 Memorandum of Understanding (MOU) Providing Rent Stabilization in National City Mobilehome Parks for a Term of Ten Years Effective January 1, 2025. 300

Recommendation:
Adopt the Resolution, Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Mobilehome Park Memorandum of Understanding, and Agreement Affecting Real Property By and Among the City of National City and Bonita Paradise, LLC, Bonita Vista MHP, Happy Hallow MHP LP, and Keystone TP for a Term of Ten Years, Effective January 1, 2025.”

13. CITY MANAGER’S REPORT

14. ELECTED OFFICIALS REPORT

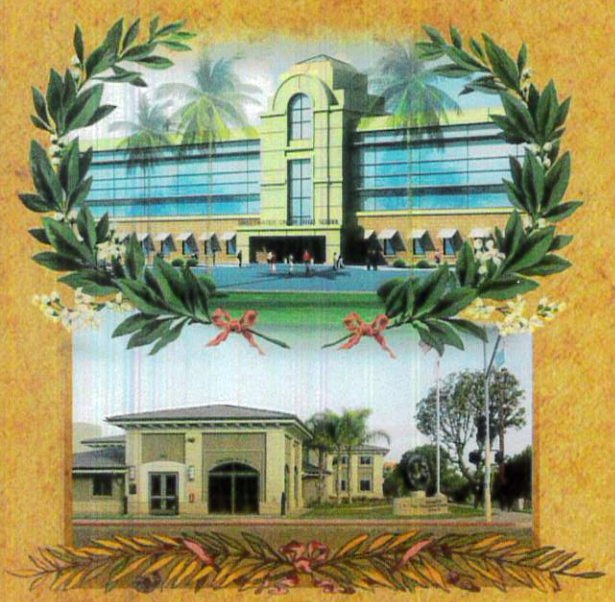
15. CITY ATTORNEY REPORT

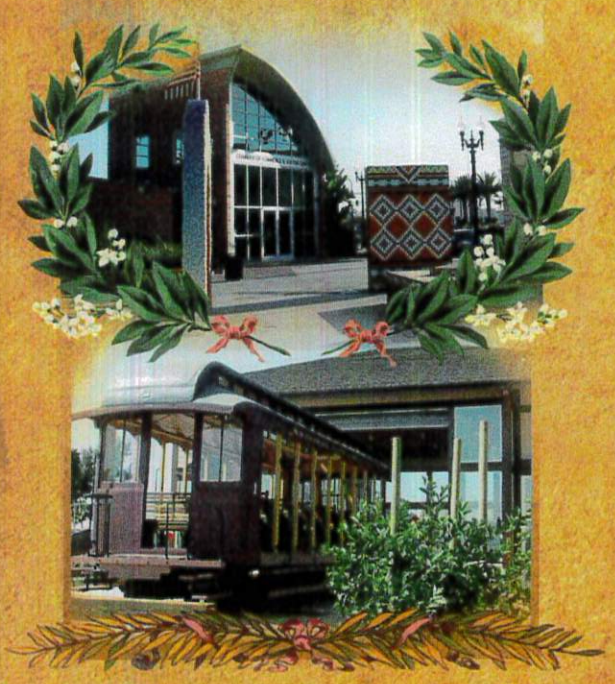
16. ADJOURNMENT

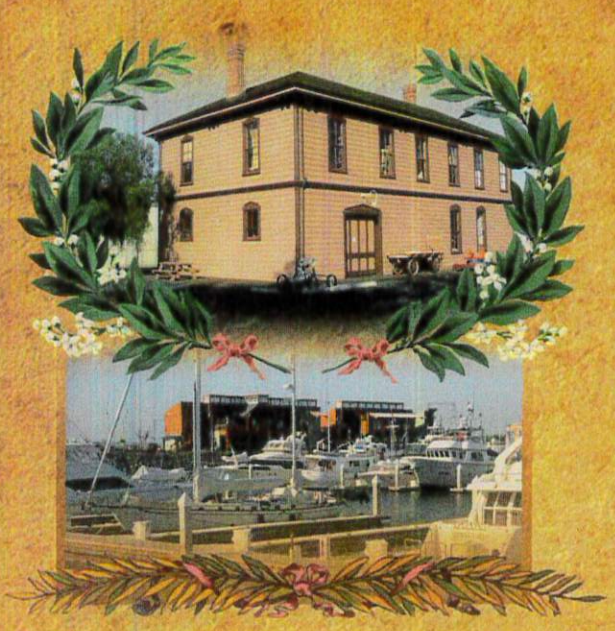
Regular Meeting of the City Council of the City of National City - Tuesday, October 1, 2024 - 6:00 p.m. - Council Chambers - National City, California.











Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

WHEREAS, September 17, 2017 marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to read, study, and preach the greatest document of human liberty and to protect the freedoms set forth in the Bill of Rights; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation and to recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through September 23rd as Constitution Week; and

WHEREAS, we ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

NOW THEREFORE, BE IT PROCLAIMED, I, Ron Morrison as Mayor of the City of National City, by the virtue of the authority vested in me by the City of National City, affix the official seal and on behalf of the City Council, do hereby proclaim September 17, 2024 through September 23, 2024 as:

CONSTITUTION WEEK

I, call upon all citizens of the City of National City to take a moment to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

Ron Morrison
Mayor

Ditas Yamane
Vice Mayor

Marcus Bush
Councilmember

Luz Molina
Councilmember

Jose Rodriguez
Councilmember

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, September 17, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Appointments: City Boards, Commissions, and Committees – City Council Interview and Appointment for the Civil Service Commission, and Planning Commission

RECOMMENDATION:
City Council to Conduct Interviews and Appoint.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Two (2) vacancies on the Civil Service Commission and one (1) vacancy on the Planning Commission were noticed in the Star News, posted on the City Hall Bulletin Boards, City Website, and City Social Media sites to advertise the opening and the application acceptance period.

The Vacancy Notice was posted on July 24, 2024 with an application deadline of August 20, 2024.

The Civil Service Commission has two (2) vacancies caused by resignations. The appointment for both vacancies would be to fill a five-year term to September 30, 2029.

The Planning Commission has one (1) vacancy due to the expiring term of Richardo Sanchez. The appointment would be to fill a four-year term to September 30, 2028.

FINANCIAL STATEMENT:
Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Communication and Outreach

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Explanation for City Council Appointment
Exhibit B – Applications (Redacted)
Exhibit C – CC Policy 107 – Amended November 16, 2021
Exhibit D – BCC Reference Chart

The City Clerk's Office began advertising and accepting applications for vacancies on the following Boards, Committees, and Commissions: Civil Service Commission and the Planning Commission on July 24, 2024 with a deadline of August 20, 2024.

Background

In order to obtain qualified candidates, a Notice of Vacancies was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News and City Social Media sites to advertise openings and the application acceptance period. The vacancies presented are due to expiring terms (September 2024) and resignations.

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Civil Service Commission	(2) Two Seats – September 30, 2029	City Council	Yes	Gilmore Elayda Eric Quinones*
Planning Commission	(1) One Seat – September 30, 2028	City Council	Yes	Sonya Flores Amelito Gozum Ricardo Sanchez* Wellington Clave Mark Banez** Eric Quinones**

Residency requirements are listed if required in the chart above. If filling a resident requirement, applicant must reside within the City of National City at the time the application is submitted to be considered for the resident position.

**Applications received from Eric Quinones and Mark Banez are disqualified as they do not meet the residency requirement. The addresses provided are not National City documented addresses.

Civil Service Commission has two (2) vacancies due to resignations. There is one (1) eligible applicant.

****

The Planning Commission has one (1) seat available due to the expiring term of Commissioner Ricardo Sanchez. Commissioner Sanchez is seeking reappointment. There are four (4) eligible applicants.

***One (1) applicant Ricardo Sanchez** is currently a member of the Planning Commission, appointed July 5, 2020, with a term that expires September 30, 2024. Attendance of meetings is shown below for reference.

Attendance	2023	2024 (Jan-June)
Attended	9	5
Absent	5	0
Cancelled	6	3

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements:
Commissioner Sanchez has completed all required training and filing requirements.

Appointment:

Per City Council Policy #107 (D)(8):

1. For City Council Appointments, the Interview Process is as follows:
    a. The City Clerk will provide an overview of the Board, Commission, or Committee(s) with current vacancy (ies). The Mayor will introduce the applicant and two (2) questions will be asked of each applicant on behalf of the City Council.
    b. Each applicant is given two (2) minutes to make a brief introduction of themselves and their qualifications to the City Council.
    c. Mayor and City Councilmembers will ask questions of each applicant. All applicants must be asked the same questions.
    d. Total time per applicant is five (5) timed minutes with time allowed for clarification at the discretion of the City Council, not to exceed ten (10) minutes total per applicant.
    e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.

Per City Council Policy #107 (D)(14)(3): Attendance

A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Per City Council Policy #107 (D)(14)(3): Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Anti-Sexual Harassment Training
5. Brown Act Training
6. Social Media Training

Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, and training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Civil Service Commission

Applicant Package - Commissioner

Civil Service Commission - Commissioner

Term 18 Sep 2024 - 17 Sep 2029
Positions Available 2

Number of applicants in this package 1

- Elayda, Gilmore

Name: Elayda, Gilmore

Address: [redacted] National City, 91950

Email: [redacted]

Board Name: Civil Service Commission

Telephone Number:

[redacted]

Registered to Vote in National City?: No

Resident of National City?: Yes

Present Employer?: Horizons CBAS

Occupation: Program aide

Business Address: 91950

Educational Background: Some college

Currently Serving on a BCC?: No

Previously Served on a BCC?: No

[redacted]

If so, which ones? If it does not apply, type N/A: N/A

Have you ever been convicted of a felony crime?: No

Have you ever been convicted of a misdemeanor crime?: No

Time of Submission: 05/02/24 5:35:14 PM

Planning Commission

Applicant Package - Commissioner

Planning Commission - Commissioner

Term 18 Sep 2024 - 30 Sep 2028
Positions Available 1

Number of applicants in this package 1

- Flores, Sonya

Name: Flores, Sonya

Address: [redacted] National City, 91950

Email: [redacted]

Board Name: Planning Commission

Telephone Number:

[redacted]

Registered to Vote in National City?: Yes
Resident of National City?: Yes
District Number?: 4

Term of Residency?: 30 plus yrs
Present Employer?: Self employed as a Realtor of 18 yes and home builder of 15yrs.

Occupation: Home renovator and builder of 15yrs. Real Estate Estate agent of 18yrs.
Business Address: National City CA 91950
Educational Background: High school graduate at Sweetwater High school, Real Estate School and construction classes.

Currently Serving on a BCC?: No
Previously Served on a BCC?: No

If so, which ones? If it does not apply, type N/A: NA

Professional or Technical Organization Memberships?:
President of National City Rotary, Member of Chamber of Commerce and owner of Walking You Through It, non-profit fir cancer patients.

Civic or Community Experience, Membership, or Previous Public Service Appointments?: Ores. National City Rotary

Experience or Special Knowledge Pertaining to Area of Interest?: Home building.
Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanour crime?: No
Time of Submission: 05/27/24 2:50:01 PM

Planning Commission

Applicant Package - Commissioner

Planning Commission - Commissioner

Term 18 Sep 2024 - 30 Sep 2028
Positions Available 1

Number of applicants in this package 1

- GOZUM, AMELITO

Name: GOZUM, AMELITO

Address: [redacted] National City County of San Diego CA, 91950

Email: [redacted]

Board Name: Planning Commission

Telephone Number:

[redacted]

Registered to Vote in National City?: Yes
Resident of National City?: Yes
District Number?: 3
Term of Residency?: 9 years
Present Employer?: DOD - Department of Navy : Naval Facilities Engineering Command South West
Occupation: Civil Engineering
Business Address: San Diego Ca 92132

Educational Background:
1. BSCE - Bachelor of Science in Civil Engineering @ Don Honorio Ventura Technological State University Bacolor Pampanga Philippines 1992 Graduate w/US equivalency.
2. Associate in Construction Inspection and Management 36 Units @ South Weste Colleges 2021 Graduate Chula Vista California

Currently Serving on a BCC?: No
Previously Served on a BCC?: No
If so, which ones? If it does not apply, type N/A: N/A
Professional or Technical Organization Memberships?: AACEi
Civic or Community Experience, Membership, or Previous Public Service Appointments?:
1. Volunteer Tax Preparation in COPAO VITA - Council of Filipino Association Sin 2016
2. Public Service in the Philippines - Run in Office for Barangay Election and Won as no. 1 ---Chairman in Public Works and Chairman in Budget and Finance
Experience or Special Knowledge Pertaining to Area of Interest?: Bachelor Degree in Civil Engineering
Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanour crime?: No
Time of Submission: 04/13/24 2:08:12 AM

Planning Commission

Applicant Package - Commissioner

Planning Commission - Commissioner

Term 18 Sep 2024 - 30 Sep 2028
Positions Available 1

Number of applicants in this package 1

- Sanchez, Ricardo

Name: Sanchez, Ricardo

Address: [redacted] National City, 91950

Email: [redacted]

Board Name: Planning Commission

Telephone Number:

[redacted]

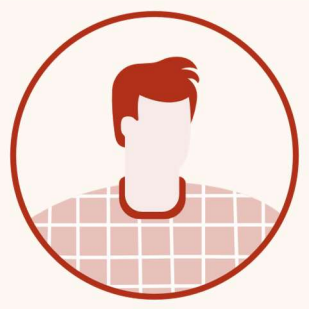
Registered to Vote in National City?: Yes
Resident of National City?: Yes
District Number?: 2
Term of Residency?: Resident
Present Employer?: City Of San Diego

Occupation: Civil Engineer
Business Address: San Diego, CA 92123
Educational Background: BS in Civil Engineering - San Diego State University
Currently Serving on a BCC?: Yes

Previously Served on a BCC?: Yes
If so, which ones? If it does not apply, type N/A: Planning/Housing and Traffic
Professional or Technical Organization Memberships?: Society of Professional Hispanic Engineers

Civic or Community Experience, Membership, or Previous Public Service Appointments?: Las Palmas Little League Board Member
Experience or Special Knowledge Pertaining to Area of Interest?: Background in Civil Engineering/ Construction, dealing with Zoning and Municipal Code.
Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanour crime?: No
Time of Submission: 08/19/24 9:28:06 PM
Attachments

- Ricardo Sanchez Planing-24.pdf



RICARDO SANCHEZ

National City | [redacted]

I have worked in the Engineering and Construction industry over 20 years. Both in the privet and currently in the public industry. I have also been a High School Engineering teacher for 2 years. I'm driven to give back to the Community that has raised me in the past 5 years I have been in both the Planning/Housing and Traffic Commission. Where I have been a diligent member of the commission. Making critical decisions based on the information given, with the goal of improving our community. Currently a board member for Las Palmas Little League. My background as a Civil Engineer helps me make analytical decision and my construction background helps me analyses fishability. My experience as a teacher and now a Las Palmas Little League board member has been improving on my public outreach skills.

EXPERIENCE

[redacted]

2019-PRESENT

PLANNING/HOUSING-TRAFFIC COMMISSION CITY OF NATIONAL CITY

Special planning studies and technical advice on land use issues are provided to the City Council.

- Served for 4 years in the Planning/Housing Commission have had the chance to continue learning, giving back to our community.

2016-PRESENT

ASSOCIATE CIVIL ENGINEER CITY OF SAN DIEGO

Supervises the inspection of public works projects for consistency to applicable engineering codes and principles. Supervises and participates in the preparation of contract documents and specifications. Perform extensive constructability reviews and taken part in the drafting of contract documents and specifications. Held meetings with multi agency and asset owners to find solid solution to project problems.

[redacted]

EDUCATION

CALSS OF 2008

BACHELOR OF SCIENCE CIVIL ENGINEERING, SAN DIEGO STATE

Member of Society of Professional Hispanic Engineers (SHPE)
Member of Associate General Contractors and Construction Management Association of America.

CALSS OF 1999

SWEETWATER HIGH SCHOOL

Was part of Upward Bound
Was also Part of MECHA

[redacted]

MAJOR PROJECTS

- ADU in National City, for In-laws..
- SR-905 Expansion Caltrans, San Diego
- Bayshore Bikeway Barrio Logan, SANDAG
- West Mission Beach Bridge, San Diego

ORGANIZATIONS

- San Diego Bike Coalition
- Engineers Without Borders – San Diego
- American General Contractors
- Society of Professional Hispanic Engineers

Planning Commission

Applicant Package - Commissioner

Planning Commission - Commissioner

Term 18 Sep 2024 - 30 Sep 2028
Positions Available 1

Number of applicants in this package 1

- Clave, Wellington

Name: Clave, Wellington

Address: [redacted] National City, 91950

Email: [redacted]

Board Name: Planning Commission

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

1

Term of Residency?:

Permanent

Present Employer?:

Asian Real Estate Association of America

Occupation:

Chapter Support Specialist

Business Address:

[redacted]

Educational Background:

University of California, Irvine B.A in Urban Studies

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

N/A

Professional or Technical Organization Memberships?:

Asian Real Estate Association of America

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

N/A

Experience or Special Knowledge Pertaining to Area of Interest?:

Specialization in Geographic Information Systems, Previous Research Assistant in evaluating housing policies in accordance with city housing elements, representation of AANHPI demographics in homeownership through spatialization

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 08/20/24 8:56:32 PM

Attachments

- WCResumeGradExtended.pdf
- OfficialTranscript.pdf

WELLINGTON CLAVE III

[redacted] National City, CA 91950 • [redacted] • [redacted]

EDUCATION

University of California, Irvine (UCI)

B.A. in Urban Studies, GIS specialization — September 2019 – December 2023

Relevant Coursework: Urban Sociology, Introduction to GIS for Planning and Policy, Advanced GIS, Spatial Analysis Project, Urban Design Principles, Gentrification, Latino Metropolis, Sustainability I

EXPERIENCE

UCI, Irvine, CA — April 2023 – June 2023

Research Assistant – Suburban Governance at a Period of State Housing Reform

- Evaluated multiple sources and analyzed the reactions of residents and councilors from distinct cities to housing policies asserted by the CA Department of Housing and Community Development
- Engaged in city community workshops on Zoom in place of the Assistant Professor at her request
- Summarized and synthesized information from each article and document based on the research goal
- Discussed with Assistant Professor on Orange County housing elements and city council meetings

Urban Studies Student Association, Irvine, CA — September 2022 – June 2023

Events Coordinator

- Took part in organizing meetings intended for undergraduates and faculty interested in topics related to urban studies such as introducing speakers within the public and private sector of planning
- Arranged a way to advertise the association with UC Irvine's Director of Campus Organizations and Volunteer Programs in order to fundraise the organization
- Contacted other organizations to coordinate mixers, collaborations, or community work
- Developed social events for bonding between the executive board and general members

Triangle Fraternity, Irvine, CA — September 2022 – December 2023

Philanthropy, Scholarship, and Athletics Chair

- Organized study hours for members based on best availability gauged by When2meet
- Established Google Sheets for members to turn in their exercising and study hours for each quarter of the school year while encouraging them by showing hours to members during weekly meetings
- Formed philanthropy events like volunteering as judges in robotics competitions, or setting up a fundraiser platform with American Red Cross by streaming on Twitch
- Assessed with members who needed guidance because of low grades by checking on their academic progress every week in a confidential manner while being sincere and understanding

VOLUNTEERING

UCI Housing Discord Server — May 2022 – Present

Administrator

- Facilitated discussion in the server of over 6,000 members to make sure that the messages are appropriate and not spam
- Organized multiple related topics in the server into categories such as offers, relets, requests
- Tended to members' questions and concerns over housing like the leasing process and important dates

WELLINGTON CLAVE III

[redacted] National City, CA 91950 • [redacted] • [redacted]

- Brought awareness to university and housing resources that could aid students including emergency housing, sites that list housing offers, and free amenities

Interfraternity Council UCI, Irvine, CA April 2023 – December 2023
Delegate

- Diligently represented my chapter during council meetings
- Respectably heard reports of the executive board and other fraternity chapters while taking notes regarding due dates and requirements for my chapter
- Shared notes with members of the chapter while reminding members of due dates, as well as requirements that are overdue
- Made sure that chapter members are held accountable for attending required events hosted by Interfraternity Council

Paradise Valley Hospital, National City, CA December 2017 – July 2018
Volunteer

- Physically moved hospital specimen, documents, and equipment from one floor to another while often requested to move as soon as possible for patients
- Sanitized hospital equipment and volunteering room daily while taking used equipment back for further sanitization
- Worked with other volunteers as a receptionist for the front desk while being able to direct visitors to the right location
- Quickly dispatched calls for volunteers regarding tasks in a decisive way such as choosing the right volunteer for the job or deciding when they should rest

ACTIVITIES

General Member, Urban Studies Student Association, Irvine, CA September 2021 – December 2023
Member, Triangle Fraternity, Irvine, CA December 2019 – December 2023

SKILLS

- Proficient knowledge in ArcGIS Online and ArcGIS Pro
- Knowledge in accumulating fieldnotes and interviewing through participant observation
- Could develop figure-ground drawings and highlight city areas like districts and green spaces
- Mindful of all backgrounds while emphasizing on supporting disadvantaged communities
- Very communicative, cooperative, and respondent in group coordination
- Able to sort information through Microsoft Office Suite programs while using them efficiently such as Excel and Word, along with other Google applications like Sheets and Drive

UNIVERSITY OF CALIFORNIA IRVINE

[redacted] [redacted] CLAVE,WELLINGTON BIOCARLES III

SOCIAL SECURITY NO. STUDENT NO. NAME OF STUDENT

SEP 2019 11/22/XX UNDERGRADUATE URBAN STUDIES

DATE ADMITTED DATE OF BIRTH ACADEMIC CAREER MAJOR PROGRAM

— UNIVERSITY REQUIREMENTS —
03/22 UC ENTRY LVL WR REQT COURSE PASSED
09/19 AMERICAN HISTORY—REQT SATISFIED
09/19 AMERICAN INSTITUTION—REQT SATISFIED

— MEMORANDA —
04/06/20 MAJOR CHANGED FROM
* I&C SCI / COMPUTER SCIENCE
10/27/21 MAJOR CHANGED FROM
* UNAFFIL / UNDECIDED

AP COMP SCI PRI 05—18
AP BIOLOGY 05—17
AP WORLD HISTOR 05—17
AP HUMAN GEOGRA 05—16
AP ART HISTORY 05—19
AP COMP SCI A 05—19
AP GOVT & POL:U 05—19
AP PSYCHOLOGY 05—19
TOTAL 52.0*

FALL QUARTER 2019

INTENSIVE WRITING	WRITING	37	6.0	F	RF
PYTHN PGMG LIBR/ACC	I&C SCI	32A	4.0	D—	2.8
NEW STUDENTS SEMINR	I&C SCI	90	1.0	NP	P/NP
PRE-CALCULUS	MATH	1B	4.0	C	8.0

WINTER QUARTER 2020

INTENSIVE WRITING	WRITING	37	6.0	D+	RR
BOOLEAN ALG & LOGIC	I&C SCI	6B	4.0	C—	6.8
CALCULUS	MATH	2A	4.0	C	8.0

SPRING QUARTER 2020

05/25/20 WITHDREW H.D. GRANTED 05/25/20

MODERN ART EUR&AMER	ART HIS	40C	4.0	W	
ASIAN AMER & RACE	ASIANAM	53	4.0	W	
INTRO URBAN STUDIES	UPPP	4	4.0	W	

SAN DIEGO CTY C 2 TRM TO 05—21
TOTAL 31.5*

SECOND SUMMER SESSION 2021

TECH & SOCIETY	PHILOS	3	4.0	A—	14.8
INTRO URBAN STUDIES	UPPP	4	4.0	A+	16.0

WINTER QUARTER 2022 — DEANS HONOR LIST

INTENSIVE WRITING	WRITING	37	6.0	A—	22.2 GO
HISTORY OF CITIES	UPPP	101	4.0	A+	16.0
LATINO METROPOLIS	UPPP	172	4.0	A+	16.0

SPRING QUARTER 2022 — DEANS HONOR LIST

ARGUMENT & RESEARCH	WRITING	39C	4.0	A	16.0
INTRO PLAN & POLICY	UPPP	5	4.0	A+	16.0
URBN DESIGN PRINCIP	UPPP	155	4.0	A+	16.0

FALL QUARTER 2022 — DEANS HONOR LIST

INTRO CRIM LAW &SOC	CRM/LAW	C7	4.0	A	16.0
URBAN SOCIOLOGY	UPPP	40	4.0	B+	13.2
GIS PLANNING POLICY	UPPP	120	4.0	A	16.0

WINTER QUARTER 2023 — DEANS HONOR LIST

RESEARCH DESIGN	SOCECOL	10	4.0	A—	14.8
ADVANCED GIS	UPPP	125	4.0	A—	14.8
SUSTAINABILITY I	UPPP	131	4.0	A	16.0

SPRING QUARTER 2023 — DEANS HONOR LIST

IMAGE LAT AM	SPANISH	61	4.0	A—	14.8
FS WRITING SEMINAR	SOCECOL	195W	4.0	A+	16.0
DIRECTED STUDIES	SOCECOL	198	2.0	P	P/NP
SPATIAL ANALYSIS	UPPP	127	4.0	A—	14.8

FIRST SUMMER SESSION 2023

STAT ANALYSIS IN SE	SOCECOL	13	4.0	B+	13.2

FALL QUARTER 2023

NUCLEAR ENVIRONMENT	SOCECOL	E127	4.0	A—	14.8
POVERTY DEV COUNTRY	UPPP	113	4.0	B	12.0
GENTRIFICATION	UPPP	118	4.0	B+	13.2

102.0* ATTM 102.0* PSSD 348.2* G.P. 144.2 BAL

QUARTER CREDITS COMPLETED 187.5 UC GPA 3.414

OFFICIAL UC IRVINE TRANSCRIPT COMPUTER-PRODUCED ON 12/22/23

THIS INFORMATION HAS BEEN RELEASED IN ACCORDANCE WITH THE RIGHTS AND PRIVACY ACT OF 1974 AND CANNOT BE RELEASED TO ANOTHER PARTY WITHOUT THE WRITTEN CONSENT OF THE STUDENT.

This academic transcript is printed on special security paper with a blue background, the Seal of the University of California Irvine, and the signature of the University Registrar. This is an official sealed instrument; a raised seal is not required.

Elizabeth Bennett, University Registrar

AUTHENTICITY SECURITY INFORMATION ON REVERSE

University Registrar
215 Aldrich Hall

www.reg.uci.edu
(949) 824-6124

University of California
Irvine, California
92697-4975

The University of California, Irvine, opened in September 1965 operating on the quarter system. Each quarter has ten weeks of instruction. The average student course enrollment is four courses (16 units). Minimum full-time enrollment is 12 units. The A+ grade was introduced fall quarter 1989; all other plus and minus grades were introduced fall quarter 1973.

GRADING

Letter Grade:		Grade points: (per unit)	Credit allowed: Attempted	Passed	Grade points	
A +, A, A-	...excellent	4.0, 4.0, 3.7	Yes	Yes	Yes	
B +, B, B-	...good	3.3, 3.0, 2.7	Yes	Yes	Yes	
C +, C, C-	...fair	2.3, 2.0, 1.7	Yes	Yes	Yes	
D +, D, D-	...barely passing	1.3, 1.0, 0.7	Yes	Yes	Yes	
H	...Honors	0.0	No	Yes	No	PharmD courses only: Equivalent to an A or better. Not calculated in the GPA.
F	...failure	0	Yes	No	No	For PharmD courses, equivalent to a D or lower. Not calculated in the GPA.
I	...incomplete	0	Yes	No	Yes	Prior to fall 1968
		0	No	No	No	Beginning fall 1968 for all coursework except PharmD courses. PharmD courses only: work in progress.
IP	...in progress	0	No	No	No	Certain sequential courses for which the final grade is assigned to previous quarter(s) of the sequence.
NP	...not pass	0	No	No	No	Equal to grade C- or below. (Undergraduates)
NR	...no report	0	No	No	No	No grade submitted by instructor or an unresolved discrepancy in course enrollment.
P	...pass	0	No	Yes	No	Equal to grade C or better. (Undergraduates and PharmD courses only)
S	...satisfactory	0	No	Yes	No	Equal to grade B or better. (Graduates)
U	...unsatisfactory	0	No	No	No	Equal to B- or below. (Graduates)
UR	...unauthorized repeat	0	No	No	No	No credit.
W	...withdrew	0	No	No	No	Course dropped after sixth week of instruction.
Course Credit Codes:						
G0		*	Yes	Yes	Yes	Repeat of F or NP for letter grade.
G1		*	Yes	No	Yes	Repeat of C-, D+, D, or D-; units taken from original enrollment.
G2		*	Yes	Yes	Yes	Satisfaction of incomplete grade.
G5		0	No	No	No	Effective fall of 1984, repeat of C or better; prior to fall of 1984, repeat of C- or better; no credit.
GP		0	No	No	No	Repeat of course taken pass/not pass or satisfactory/unsatisfactory; no credit.
GW		0	No	No	No	Repeat of a workload credit only course.
I		0	Yes	No	Yes	Original grade was I which converted to F, NP or U after deadline to rectify passed.
IP		0	Yes	No	Yes	Original grade was IP which converted to an I after deadline to rectify passed.
K1		*	Yes	Yes	Yes	Credit by exam.
L6		0	No	No	No	Repeat of advanced standing or high school course; no credit.
M1		0	No	No	No	No credit for work while under dismissal.
M2		*	Yes	Yes	Yes	Credit for work while under dismissal.
M4		0	No	No	No	No credit for work after graduation.
NR		0	Yes	No	Yes	Original grade was NR which converted to F, NP or U after deadline to rectify passed.
PG		0	No	Yes	No	Repeat of NP or U.
PN		0	No	Yes	No	Course taken pass/not pass.
RC		0	No	Yes	No	Course has been repeated; original grade B-, C+, C or C-; graduate student only.
RD		0	No	Yes	No	Course has been repeated; effective fall 1984, original grade C-, D+, D or D-; prior to fall 1984, original grade D+, D or D-.
RF		0	No	No	No	Course has been repeated; original grade F.
RR		0	No	No	No	Course repeated more than once.
RW		0	No	No	No	Workload credit only course has been repeated.
SU		0	No	Yes	No	Course taken satisfactory/unsatisfactory.
WC		0	No	No	No	Workload credit only; does not apply toward graduation.

COURSE NUMBERING

1 - 99	Lower division courses	300 - 399	Professional courses for teachers
100 - 199	Upper division courses	400 & above	Other professional and graduate courses
200 - 299		Graduate courses	

ACCREDITATION

Western Association of Schools and Colleges.

Complete transcript notations are available at:
http://www.reg.uci.edu/services/transcripts/notations.html

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** November 16, 2021

PURPOSE

To establish a procedure to serve as a guide in making appointments to various City Boards, Commissions, and Committees. The City currently has the following Boards, Commissions, and Committees to which this Policy applies:

Mayor's Appointments:

1. Board of Library Trustees
2. Community and Police Relations Commission
3. Park, Recreation, and Senior Citizens Advisory Committee
4. Public Art Committee
5. Sweetwater Authority
6. Traffic Safety Committee
7. Veterans and Military Families Advisory Committee

City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. Housing Advisory Committee including Ex-Officio Members
4. Port Commission

POLICY

Appointment Process

A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Boards, Commissions, and Committees. Incumbent Appointees are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.

B. Unexpired terms. If an incumbent Appointee was appointed to fill an unexpired term and the Appointee serves for less than one year in that position, the Council may re-appoint the incumbent without considering other applicants.

C. Vacancies. When vacancies occur, the following procedure shall be followed:

1. Schedule vacancy. When a term is expiring or expires, public notice of the vacancy shall be made, inviting interested individuals to submit applications for the vacancy on a form provided by the City Clerk on the City website.

   Unscheduled vacancy. An unscheduled vacancy shall be filled according to

Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the Office of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make a final appointment for at least ten (10) working days after posting the notice in designated locations. The notice's posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

The end of term for the members of Boards, Commissions, and Committees generally occurs in an annual rotation during the months of March and September. Appointments will be considered at those times unless a vacancy resulting from a resignation results in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

3. Government Code Section 40605, and National City Municipal Code Title 16, grants the Mayor, with the City Council's approvals, the authority to make all appointments unless otherwise explicitly provided by statute. The exceptions are:

    1. Civil Service Commission
    2. Planning Commission
    3. Housing Advisory Committee including Ex-Officio Members

The City Council fills vacancies on these bodies.

D. Implementation. Implementation of Council policy for appointment to Boards, Commissions, and Committees requires the following:

1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall contain a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the term's expiration date, and the position's necessary qualifications. It shall also include a list of all

Boards, Commissions, and Committees whose members serve at the City Council's pleasure and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

2. Notice. A public notice for vacancies must be placed in the newspaper of general circulation within the City, on the City's website, City Hall Bulletin Boards, and City social media platforms.

3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position.

4. Applications. Applications shall be available on the City website and in the City Clerk's Office. Submissions must be received before the advertised deadline for consideration for the appointment. All applications will be retained in the City Clerk's Office for one year from the date the application was submitted. During the one-year retention period of the application, an applicant shall be considered for other vacancies on Boards, Commissions, and Committees. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.

5. A member may only serve on one (1) Board, Commission, or Committee at a time. If an applicant applies for another position on a different Board, Commission, or Committee, that applicant will forfeit the prior seat and a vacancy will occur per policy.

6. Interviews:

    a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.

    b. City Council Appointments: Interviews for the four (4) Civil Service Commission, Planning Commission, Housing Advisory Committee, and Port Commission who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.

7. Mayoral Appointments:

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call

vote of the City Council. A majority vote of the City Council will be required for the appointment. If the majority of the City Council choose to deny the proposed appointment, the Mayor shall either propose an alternative candidate from the current application pool or choose to reopen the application period and return to the City Council at a future City Council Meeting with a different applicant for consideration. If a Mayoral Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

8. For City Council Appointments, the Interview Process is as follows:

   a. The City Clerk will provide an overview of the Board, Commission, or Committee(s) with current vacancy (ies). The Mayor will introduce the applicant and two (2) questions will be asked of each applicant on behalf of the City Council.

   b. Each applicant is given two (2) minutes to make a brief introduction of themselves and their qualifications to the City Council.

   c. Mayor and City Councilmembers will ask questions of each applicant. All applicants must be asked the same questions.

   d. Total time per applicant is five (5) timed minutes with time allowed for clarification at the discretion of the City Council, not to exceed ten (10) minutes total per applicant.

   e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.

9. Vacancies for City Council Appointed Positions. If the vacancy is for a City Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and be open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

If the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk's Office will provide a Vote Sheet (a piece of paper electronically) with the name of each applicant to be considered. The Mayor will count to three (3) and the Council will hold their vote sheet up in front of their face to make sure it is captured on the camera during the live virtual meeting. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.

In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote and is declared to be the newly–appointed member of the Board, Commission, or Committee.

10. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, Commission, or Committee and has served two or more full terms already must be approved by a four-fifths vote of the City Council. If all five members of the City Council are not present, or if one member abstains or recuses their vote, the four-fifths requirement shall be changed to require only a simple majority.

11. Report to Council:

    All applications received for vacancies, whether Mayoral Appointment or City Council Appointment, will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with Government Code Section 6255(a) because the public interest served by not disclosing the applicant's personal, private information and protection of the applicant's right to privacy outweighs the public interest served by disclosing that information.

12. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee, or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:

    a. A special vacancy notice shall be posted in the Office of the City Clerk, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk's Office.

b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

However, the Appointing Authority may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

13. Only City Residents may be elected to Chair and Vice-Chair positions. To be eligible to be elected as the Chairperson of a City Board, Committee, or Commission, the member must be a resident of the City.

14. Resignations, Attendance, Training, and Removals

Resignation:

If a Commissioner or Member of a Board, Committee, or Commission is unable to continue serving because of health, business requirements, or personal reasons, a letter of resignation shall be submitted to the City Clerk, who will present to the City Council.

Attendance:

Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

A Commissioner or Member of a Board, Committee, or Commission shall be considered removed from any advisory board under the following conditions:

1. A Commissioner or Member of a Board, Committee, or Commission with unexcused absences from three consecutive regularly scheduled meetings.

2. A Commissioner or Member of a Board, Committee, or Commission misses more than 25% of the advisory body's meetings in a calendar year.

3. A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Excused Absences:

An "excused absence" is only granted when absolutely necessary and pre-approved if at all possible. The City Council encourages Boards, Commissions, and Committees to refrain from scheduling meetings on cultural and religious holidays in order to encourage full participation by all Commissioners, Board Members, and the public. The pre-approval of excused absences will be by the body as a whole and documented in the meeting minutes.

Excused absences are listed as follows:

1. Illness of the Commissioner or Member of the Board, Committee, or Commission, their family member, or their personal friend;
2. Business commitment of the Commissioner or Member of the Board, Committee, or Commission that interferes with the attendance at a meeting;
3. Attendance of the Commissioner or Member of the Board, Committee, or Commission at a funeral, religious service or ceremony, wedding, or other similarly-significant event; or
4. Other reason for which the Commissioner or Member of the Board, Committee, or Commission has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days.

Removal:

The Secretary or Lead of each Board, Commission, or Committee will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within these guidelines, the Office of the City Clerk will prepare a report to City Council for review and possible removal of the Commissioner, Member, or Alternate sitting on the Board, Committee, or Commission. Any Commissioner, Member, or Alternate sitting on a Board, Committee, or Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and

concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Removal:

Failure to complete any of these requirements within 30 days of the appointment date or date of notification is cause for automatic removal.

Related Policy References
Government Code Section 40605
Government Code Section 54970, et seq.
Article XX of the California Constitution, and California Government Code Section 36507
California Government Code Section 53235(b)
California Government Code Section 87100 et seq
National City Municipal Code Title 16 (pending)

Prior Policy Amendments:
February 2, 2021 (Resolution No. 2021-08)
May 19, 2020 (Resolution No. 2020-95)
November 9, 1993 (Resolution No. 93-173)
June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
October 8, 2013 (Resolution No. 2013-147)
May 19, 2020 (Resolution No. 2020-20)

BOARDS/COMMISSION/COMMITTEES

BOARDS, COMMISSION AND COMMITTEES (11) TOTAL MEMBERS (51+)	BOARD OF LIBRARY TRUSTEE (5 Members)	CIVIL SERVICE COMMISSION (5 Members)	COMMUNITY AND POLICE RELATIONS COMMISSION (8 Members)	PARK, RECREATION AND SENIOR CITIZENS' ADVISORY COMMITTEE (7 Members)	PLANNING COMMISSION and HOUSING ADVISORY COMMITTEE (7 Members) 2 Ex Officio	PORT COMMISSION (1 Member)	PUBLIC ART COMMITTEE (5 Members)	SWEETWATER AUTHORITY (1 Member)	TRAFFIC SAFETY COMMITTEE (5 Members)
TERM	3 Years	5 Years	3 Years	3 Years	4 Years	4 Years	3 Years	4 Years	3 Years
RESIDENCY REQUIREMENT	Yes	Yes	5 Resident up to 2 Non-Resident (1) Non-Voting Member	Yes	Yes	Yes	No	n/a	Yes
VOTER REQUIREMENT	No	No	No	No	No	No	No	No	No
MAYORAL APPOINTMENT SUBJECT TO CONFIRMATION BY THE CITY COUNCIL	X		X	X			X	X	X
CITY COUNCIL AS A BODY APPOINTMENT		X			X	X			
COMPENSATION	No	No	No	No	Compensation set by Council Resolution	No	No	No	No
FORM 700 FILING REQUIREMENT	Yes	Yes	Yes	No	Yes	n/a	No	n/a	No
MEETINGS	1 X per month	1X every other month	1X every 3 months	1X every 2 months	2X per month	n/a	1X per quarter	n/a	1X per month
REQUIRED TO REPORT TO COUNCIL ANNUALLY	Yes, on or before August 31st and to the State Librarian	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OTHER		Can not be salaried employee or holds office of the City							

CITY COUNCIL POLICY #107 and NCMC TITLE 16

****Effective February 2, 2020 all Chair and Vice-Chairs are required to be NC Residents**

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, September 17, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Appointments: City Boards, Commissions and Committees – Mayoral Appointment to the Board of Library Trustees; Park, Recreation & Senior Citizens Advisory Committee; Public Art Committee; and Traffic Safety Committee.

RECOMMENDATION:
Mayoral Appointment with City Councilmembers' Confirmation.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
A City Boards, Commissions and Committee (BCC) vacancy notice was published in the Star News and posted on the City Hall Bulletin Boards, City Website, and City Social Media sites to advertise the opening and the application acceptance period for multiple committees.

The recent Vacancy Notice was posted on July 24, 2024, with an application deadline of August 20, 2024.

The Board of Library Trustees currently has three (3) seats available due to the expiring term of Trustees H. Bradley Bang, Jissan Ravanilla, and Jake Zindulka. The appointment for all three (3) vacancies would be to fill a three-year term to September 30, 2027.

Parks, Recreation & Senior Citizen's Advisory Committee has four (4) seats available due to two (2) resignations and the expiring terms of Daniel Perez and Reuben Felizardo. The appointments would be to fill the terms as follows:

- Two seats – Sept. 30, 2027 - (one is an alternate position)
- One seat – March 31, 2026
- One seat – Sept 30, 2026

Public Art Committee has three (3) seats available due to the expiring terms of Catrina Bush (alternate), Charles Reilly, and Jose A. Lopez. The appointment for all three (3) vacancies would be to fill a three-year term to September 30, 2027.

Traffic Safety Committee has two (2) seats available due to the resignation and expiring term of Natalie Brown and Amelito Gozum. The appointment for both vacancies would be to fill a three-year term to September 30, 2027.

FINANCIAL STATEMENT:
Not applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Communication and Outreach

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Explanation for Mayoral Appointments
Exhibit B – Applications (redacted)
Exhibit C – City Council Policy #107
Exhibit D – Boards/Commission/Committees Reference Chart

The City Clerk's Office began advertising and accepting applications for vacancies on the following Boards, Committees, and Commissions: Board of Library Trustees; Parks, Recreation & Senior Citizens Advisory Committee; Public Art Committee; and Traffic Safety Committee on July 24, 2024 with a deadline of August 20, 2024.

Background

In order to obtain qualified candidates, a Notice of Vacancies was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News and City Social Media sites to advertise openings and the application acceptance period. The vacancy presented is a combination of one resignation and end of terms (September 2024).

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Board of Library Trustees	(3) Three Seats – Sept. 30, 2027	Mayoral	Yes	Carmela Hinton Elizabeth Huato-Maldonado Nidya Rivera-Moreno Jissan Ravanilla* Fritz Abraham** Eric Quinones**
Parks, Recreation & Senior Citizens Advisory Committee	(4) Four Seats with the following term expirations: Two terms - Sept. 30, 2027 - *(one is an alternate position)* One term - March 31, 2026 One term – Sept 30, 2026	Mayoral	Yes	LaTonya Harris Croom Jesus Hizon Daniel Perez* Eric Quinones**
Public Art Committee	(3) Three Seats – Sept. 30, 2027	Mayoral	No	Erick Carbajl Carmela Hinton Charles Reilly* Eric Quinones**
Traffic Safety Committee	(2) Two Seats – Sept. 30, 2027	Mayoral	Yes	Yvonne Howrey-Colmenero

Residency requirements are listed if required in the chart above. If filling a resident requirement, applicant must reside within the City of National City at the time the application is submitted to be considered for the resident position.

**Applications received from Fritz Abraham and Eric Quinones are disqualified as they do not meet the residency requirement. The addresses provided are not National City documented address.

****

The Board of Library Trustees currently has three (3) seats available due to the expiring term of Trustees H. Bradley Bang, Jissan Ravanilla, and Jake Zindulka. Only Trustee Jissan Ravanilla is seeking reappointment. There are four (4) eligible applicants. One application from Elizabeth Huato-Maldonado was submitted after the deadline.

***One (1) applicant Jissan Ravanilla** is currently a member of the Board of Library Trustees appointed on September 5, 2023 with a term that expires September 30, 2024. Attendance of meetings is shown below for reference. Their meetings are held the First Wednesday of every month at 5:30 p.m. in the Large Conference Room at City Hall.

First and Second Quarter of 2024 the Board scheduled six (6) meetings, of which one (1) was cancelled due to a lack of agenda items.

Attendance	2023	2024 (Jan-June)
Attended (appointed on 9/5/23)	1	2
Absent	0	3
Cancelled	2	1

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements:
Member Ravanilla has completed all required training and filing requirements.

****

Parks, Recreation & Senior Citizen's Advisory Committee has four (4) seats available due to two resignations and the expiring terms of Daniel Perez and Reuben Felizardo. Only Committee member Daniel Perez is seeking reappointment. There are three (3) eligible applicants. Two applications from LaTonya Harris Croom and Daniel Perez were submitted after the deadline.

***One (1) applicant Daniel Perez** is currently a member of Parks, Recreation & Senior Citizen's Advisory Committee appointed on March 19, 2024 with a term that expires September 30, 2024. Attendance of meetings is shown below for reference. Their meetings are held the Third Thursday of every month at 4:00 p.m. in the Large Conference Room at City Hall.

During First and Second Quarter of 2024 Committee Member Perez was eligible to attend (4) four scheduled meetings. One (1) of which was cancelled due to lack of a quorum, Committee members who provided notice of their inability to attend are counted as absent and that absence is reflected in the attendance total.

Attendance	2024 (Jan-June)
Attended (appointed on 3/19/24)	2
Absent	2
Cancelled	1

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements:
Member Perez has completed all required training and filing requirements.

****

Public Art Committee has three (3) seats available due to the expiring terms of Catrina Bush (Alternate), Charles Reilly, and Jose A. Lopez. Only Committee member Charles Reilly is seeking reappointment. There are three (3) eligible applicants. One application from Erick Carbajl was submitted after the deadline.

***One (1) applicant Charles Reilly** is currently a member of the Public Art Committee appointed on February 1, 2022 with a term that expires September 30, 2024. Attendance of meetings is shown below for reference. Their meetings are held the Fourth Tuesday of January, April, July and October at 3:00 p.m. in the Large Conference Room in City Hall.

First and Second Quarter of 2024 the Committee scheduled three (3) meetings, one of which was a special meeting. One meeting was cancelled due to a lack of agenda items.

Attendance	2023	2024 (Jan-June)
Attended	3	2
Absent	1	0
Cancelled	0	1

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements:
Member Reilly has completed all required training and filing requirements.

****

Traffic Safety Committee has two (seats) available due to the resignation and expiring term of Natalie Brown and Amelito Gozum. Neither are seeking reappointment. There is one (1) applicant.

****

Appointment:

Per City Council Policy #107 (D)(7):
The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If, the majority of the City Council choose to deny the proposed appointment, at which point the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to City Councils with a different applicant for consideration.

If Mayor Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

Per City Council Policy #107 (D)(14)(3): Attendance
A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Per City Council Policy #107 (D)(14)(3): Mandatory Training and Filing Requirements:
Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

Per City Council Policy #107 (D)(10) **Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, Commission, or Committee and has served two or more full terms already must be approved by a four-fifths vote of the City Council. If all five members of the City Council are not present, or if one member abstains or recuses their vote, the four-fifths requirement shall be changed to require only a simple majority.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Anti-Sexual Harassment Training
5. Brown Act Training
6. Social Media Training

Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, and training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Board Of Library Trustees

Applicant Package - Member-Trustee

Board Of Library Trustees - Member-Trustee

Term 30 Sep 2024 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- Hinton, Carmela

Name: Hinton, Carmela

Address: [redacted] National City, 91950

Email: [redacted]

Board Name: Board of Library Trustees

Telephone Number:

Registered to Vote in National City?: Yes
Resident of National City?: Yes
District Number?: I think I live in district 4

Term of Residency?: This would be the first if given the opportunity
Present Employer?: none at the moment.
Occupation: currently inbetween jobs
Business Address: N/A
Educational Background: Associates in liberal arts of math and sciences
Bachelors of Foods and Nutrition Sciences

Currently Serving on a BCC?: No
Previously Served on a BCC?: No

If so, which ones? If it does not apply, type N/A: N/A

Professional or Technical Organization Memberships?: none

Civic or Community Experience, Membership, or Previous Public Service Appointments?: I have volunteer experience working with the community through my church events.

Experience or Special Knowledge Pertaining to Area of Interest?: Arts Health and Wellness my background is Foods and Nutrition so anything relating to that (community accessibility) Child Development

Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanour crime?: No
Time of Submission: 08/08/24 1:43:29 PM

Board Of Library Trustees

Applicant Package - Member-Trustee

Board Of Library Trustees - Member-Trustee

Term 01 Oct 2024 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- Huato-Maldonado, Elizabeth

Name: Huato-Maldonado, Elizabeth

Address: [redacted], National City, 91950

Email: [redacted]

Board Name: Board of Library Trustees

Telephone Number:

[redacted]

Registered to Vote in National City?:

No

Resident of National City?:

Yes

District Number?:

N/A

Term of Residency?:

N/A

Present Employer?:

National School District

Occupation:

Library Media Specialist

Business Address:

[redacted]

Educational Background:

San Diego College of Continuing Education- ECC /2023- Present

UCSD- 2007

SUHI- 2000

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

N/A

Professional or Technical Organization Memberships?:

N/A

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

Served on Board of the Centro Cultural de la Raza Oct 2019-Oct 2021

Experience or Special Knowledge Pertaining to Area of Interest?:

I have a certification as an Instructional Media Resource Associate by SDCOE 2023

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 09/04/24 2:51:52 PM

Board Of Library Trustees

Applicant Package - Member-Trustee

Board Of Library Trustees - Member-Trustee

Term 18 Sep 2024 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- RIVERA-MORENO, NIDYA

Name: RIVERA-MORENO, NIDYA

Address: [redacted], NATIONAL CITY, 91950

Email: [redacted]

Board Name: Board of Library Trustees

Telephone Number:

Registered to Vote in National City?: Yes
Resident of National City?: Yes
District Number?: 52nd

Term of Residency?: 11 years and 6 months

Present Employer?: California Medical Administrators, LLC

Occupation: Marketing Communication Manager

Business Address:

Educational Background:

San Diego State University - Digital & Social Media Certification

San Diego State University - Certificate in Translation/Interpretation
University of Nevada Las Vegas - BA Corporate Communication, Advertising and Marketing
Community College of Southern Nevada - AA Communication, Journalism and Communication Theory

Currently Serving on a BCC?: No
Previously Served on a BCC?: Yes

If so, which ones? If it does not apply, type N/A: National City Library Board of Trustees

Professional or Technical Organization Memberships?: N/A

Civic or Community Experience, Membership, or Previous Public Service Appointments?:
National City Library Board of Trustee - served as VP and Secretary

Experience or Special Knowledge Pertaining to Area of Interest?: Served on the NCLBT for over 5 years and am familiar with the tasks associated with said post.

Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanor crime?: No
Time of Submission: 08/07/24 1:50:24 PM

Board Of Library Trustees

Applicant Package - Member-Trustee

Board Of Library Trustees - Member-Trustee

Term 30 Sep 2024 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- ravanilla, jissan

Name: ravanilla, jissan

Address: [redacted] NATIONAL CITY, 91950-50

Email: [redacted]

Board Name: Board of Library Trustees

Telephone Number:

Registered to Vote in National City?: No
Resident of National City?: Yes
District Number?: 517110

Term of Residency?: 17
Present Employer?: Walmart
Occupation: Deli/Bakery Associate
Business Address: National City, CA 91950

Educational Background: High school diploma from sweetwater high school year 2012

Currently Serving on a BCC?: Yes

Previously Served on a BCC?: No
If so, which ones? If it does not apply, type N/A: Board of Library Trustees
Experience or Special Knowledge Pertaining to Area of Interest?: Volunteer work in the Nation City Library from high school
Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanor crime?: No
Time of Submission: 07/26/24 6:28:25 PM

Parks, Recreation And Senior Citizen’S Advisory Committee

Applicant Package - Committee Member

Parks, Recreation And Senior Citizen’S Advisory Committee - Committee Member

Term 30 Sep 2024 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- Harris Croom, LaTonya

Name: Harris Croom, LaTonya

Address: [redacted], National City, 91950

Email: [redacted]

Board Name: Parks, Recreation and Senior Citizen’s Advisory Committee

Telephone Number:
Registered to Vote in National City?: Yes
Resident of National City?: Yes
District Number?: 4
Term of Residency?: 5 years

Present Employer?: Founder and Executive Director of Empowering Youth Together

Occupation: I am responsible for the overall strategic vision, leadership, and operational management of the organization. This role involves ensuring the fulfillment of the organization's mission to empower and support youth through innovative programs and community engagement. Oversee program development, fundraising, partnership building, and community outreach, fostering a supportive and dynamic environment for the organization's growth and impact.

Business Address: National City

Educational Background: Some College, I am currently working on my nonprofit Grant Writing Certificate

Currently Serving on a BCC?: No
Previously Served on a BCC?: No
If so, which ones? If it does not apply, type N/A: N/A
Professional or Technical Organization Memberships?: N/A

Experience or Special Knowledge Pertaining to Area of Interest?: I am an experienced nonprofit leader with a passion for youth empowerment and community engagement. With over five years of experience in hosting and managing private and community events, I have developed a deep understanding of what it takes to create impactful programs that resonate with young people. As the CEO of Empowering Youth Together, I have successfully led initiatives that support youth entrepreneurship, education, and personal development. I bring a comprehensive background in program management, having organized various events and workshops focused on skills development, financial education, and community building for youth. My work with organizations like the Empowering youth and my efforts to engage young people in meaningful activities have equipped me with the skills needed to effectively lead a youth department. I am also committed to addressing educational inequities and have actively worked on projects that aim to provide opportunities for underserved communities. My goal as Program Manager would be to create inclusive, engaging programs that inspire youth to reach their full potential

Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanour crime?: No
Time of Submission: 08/25/24 10:29:31 PM

Attachments

- My Resume 2024.pdf

LaTonya M. Harris Croom

[redacted]
Phone No: [redacted] **| Email:** [redacted]

CAREER PROFILE SUMMARY

Dedicated professional with a diverse background encompassing roles in office administration, education, and healthcare. Proven track record of cultivating positive environments, resolving conflicts, and managing multifaceted responsibilities. Possesses strong communication and interpersonal skills crucial for effective collaboration in office management and public relations.

CAREER HIGHLIGHTS

- Resolved customer complaints with a success rate of 95%, contributing to heightened customer satisfaction during the tenure at The Phoenix Staffing Group.
- Streamlined mail and courier deliveries, reducing processing time by 20%, enhancing organizational efficiency.
- Played a pivotal role in financial operations at The Phoenix Staffing Group, ensuring 100% accuracy in recording payments and maintaining up-to-date appointment calendars.
- Developed and delivered engaging lectures at Bellus Academy, resulting in a 15% increase in student participation and fostering a dynamic learning environment.

KEY SKILLS AND QUALIFICATIONS

- Interpersonal excellence
- Organizational efficiency
- Educational leadership
- Adaptability
- Healthcare proficiency
- Versatility in responsibilities
- Team collaboration
- Leadership and Team Management
- Strategic Planning
- Problem Solving
- Event Coordination
- Public Relations
- Client Relationship
- Management
- Adaptability and Flexibility
- Record Keeping
- Multitasking
- Attention to Detail
- Healthcare Compliance

WORK EXPERIENCE

Community Support Specialist |The Zanmi Foundation| Remote- San Diego, CA -Nov 2023 Jan 2024

- Provide administrative support to the development team, including but not limited to maintaining community donor's files, and documentation, and assist in building and maintaining relationships with members of the community, boards, donors, and clients.
- Assist in and contribute to the production of marketing materials, including design, layouts, assembly, and donor mailing information in accordance with production deadlines.
- Assist in organizing community outreach programs and special events. - Assist in managing the Kids for Kids Penny Drive program; including but not limited to, selecting, and coordinating presentation families, scheduling presentations with local schools, preparing materials needed for the program, overseeing, and coordinating pick-up schedules, overseeing the High School Advisory Board, and ensuring that the program meets annual established goals.
- Ability to work cooperatively with all employees, volunteers, young children and families, community partners, and board members. Ability to work evenings, early mornings and weekends as required. Ability to meet assigned deadlines and work under pressure.
- Desire to cultivate a positive, supportive, and responsive environment that encourages high quality, creativity, compassion, independence, job satisfaction and employee retention.
- Respect for the inherent dignity of each person regardless of age, gender, race, nationality, religion, ethnicity, social or economic status, sexual orientation, health condition or disability.

Beauty Educator |Jasmine Beauty College| San Diego, CA **Mar 2022 - Dec 2022**

- Develops curriculum and lesson plans that cover all aspects of cosmetology including hair styling, cutting,

coloring, skincare, nail care, and makeup application. Educators must keep their lessons up to date with the latest beauty trends and techniques.

- Practical Demonstrations: Provides hands-on demonstrations to help students learn techniques such as cutting hair, applying makeup, performing facials, and more. This also includes supervising students as they practice these skills.
- Student Assessment and Support: Evaluates student progress through practical and theoretical exams and provides feedback and additional support to help them improve. Monitoring students' development and adapting educational approaches are key components.
- Licensing Preparation: Prepares students to pass state licensing exams, which are necessary for a professional career in cosmetology. This might include reviews of the state's laws and regulations concerning cosmetology.
- Professional Development: Keeps up with industry standards and new developments in beauty technology and techniques to ensure high-quality instruction. Educators often participate in workshops, conferences, and other professional development opportunities.
- Classroom Management: Manages the learning environment to maintain a productive and safe classroom atmosphere. This includes organizing supplies, ensuring cleanliness and safety standards are met, and managing student behavior.

Office clerk | The Phoenix Staffing Group | San Diego, CA **Apr 2019 – 2020**

- Demonstrated exceptional interpersonal skills by welcoming visitors and efficiently assessing their needs.
- Effectively resolved customer complaints, showcasing strong conflict resolution abilities and maintaining high customer satisfaction.
- Maintained meticulous records, ensuring accuracy and accessibility for reference.
- Streamlined mail and courier deliveries, enhancing organizational efficiency.
- Played a pivotal role in financial operations, recording payments and maintaining up-to-date appointment calendars.

Cosmetology Educator | Bellus Academy| National City, CA **Apr 2017 – May 2018**

- Conducted engaging lectures, discussions, and practical demonstrations, fostering an effective learning environment.
- Maintained comprehensive student records in compliance with laws and administrative regulations.
- Established and enforced rules to promote a positive and orderly learning atmosphere.
- Adapted teaching methods to cater to diverse student needs and interests, showcasing flexibility.
- Specialized in cosmetology education, providing hands-on training in various hairstyling techniques.
- Supported students in meeting program requirements, aligning efforts with the academy's mission.

Nursing Unlimited | Nurse Aide **Aug 2009 – Oct 2009**

- Administered medications with precision and adhered to healthcare protocols.
- Assisted clients with various care needs, including dressing, grooming, and bathing.
- Maintained cleanliness in the healthcare environment, ensuring a hygienic setting.
- Communicated in a professional and compassionate manner, enhancing the patient experience.
- Complied with safety and health standards, contributing to a secure healthcare environment.
- Executed additional caregiver duties as assigned by the supervisor, showcasing adaptability.

Transplant/Assistant | Health Providers Choice **Aug 2008 – May 2009**

- Assisted medical staff with evaluations, displaying a strong understanding of healthcare practices.
- Provided quality patient care, emphasizing empathy and attention to individual needs.
- Promoted healthy lifestyles, wellness, and education among patients and colleagues.
- Executed various duties assigned by the supervisor, showcasing versatility in responsibilities.
- Collaborated with the healthcare team to enhance overall patient experiences.
- Demonstrated commitment to healthcare standards and ethical practices in all responsibilities.

EDUCATION BACKGROUND

- **National Institute of Technology**
  Michigan Medical Assisting Program Education **May 2000**
- **Mackenzie High School-Michigan**
  High School Diploma **Jun 1997**

- **National American University**
  Business Administration | Management of Technology **Oct 2018**

Parks, Recreation And Senior Citizen’S Advisory Committee

Applicant Package - Committee Member

Parks, Recreation And Senior Citizen’S Advisory Committee - Committee Member

Term 01 Oct 2024 - 30 Sep 2027
Positions Available 2

Number of applicants in this package 1

- Hizon, Jesus

Name: Hizon, Jesus
Address: [redacted] National City CA, 91950
Email: [redacted]

[redacted]

Board Name: Parks, Recreation and Senior Citizen's Advisory Committee

Telephone Number:
Registered to Vote in National City?: Yes
Resident of National City?: Yes
District Number?: 3
Term of Residency?: 10 years
Present Employer?:
1. Morale, Welfare, and Recreation
2. City of San Diego Parks and Recreation Department

Occupation:

1. Custodian/ Recreation Assistant

2. Recreation Leader I

Business Address: , San Diego, CA 92037

Educational Background:

1. Manuel L Quezon University Philippines - 4th Year AB Political Science

2. National City Adult School - Administrative Professional Course

Currently Serving on a BCC?: No
Previously Served on a BCC?: No
If so, which ones? If it does not apply, type N/A: N/A

Civic or Community Experience, Membership, or Previous Public Service Appointments?: Olongapo City Bayanihan Club, San Diego - Chief Financial Officer

Experience or Special Knowledge Pertaining to Area of Interest?: Recreation specialists with a combined 13 years of recreation experience with both jobs.

Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanor crime?: No
Time of Submission: 07/09/24 1:20:46 PM
Attachments

- Jesus Resume (1).pdf

[redacted]

Jesus Pascasio Hizon

Objective

Dedicated and community-focused professional seeking to leverage extensive experience in park and recreation management to effectively serve on the Park, Recreation & Senior Citizens Advisory Committee, promoting inclusive and engaging programs for all age groups.

Certificates

- Guidelines for Safe Interactions while participating in Parks and Recreation Programs and Events Certification/ March 2024/ City of San Diego
- CA State Mandated Reporter Trained/ February 2024/ City of San Diego
- Cybersecurity at Work Trained/ November 2023/ City of San Diego
- Star Service Training/ May 22, 2024/ Navy MWR NB San Diego
- Adult First Aid/CPR/AED/ October 19, 2023/ Navy MWR NB San Diego
- Cash Handling Procedures/ October 13, 2015/ Fleet & Family Readiness Training, US Naval Base San Diego

SKILLS

- Professional communication skills (verbal & written)
- Computer literate in microsoft word
- Records management
- Extensive parks and recreation experience and knowledge

EDUCATION

- Administrative Professional Certificate/ May 2017/ National City Adult School
- Computer Applications-Microsoft Office 2010/ May 2017/ National City Adult School
- 4th Year AB Political Science/ March 1987/ Manuel L Quezon University
- High School Diploma/ April 1977/ Columban College

PROFESSIONAL EXPERIENCE

City of San Diego Parks and Recreation, San Diego — *Recreation Leader I*

March 2022 - PRESENT

- Working at La Jolla Recreation Center to help plan and host events including camps, movie nights and seasonal events, with more to come
- Run weekly educational, recreational, art and sports programs including a Cultural Filipino Cooking class

- Running the front office, record keeping and engaging with park guests

Olongapo City Bayanihan Club, San Diego — *Chief Financial Officer*

March 2019 - PRESENT

- Running youth and senior citizen programs
- Reoccurring summer youth sports, feeding, and bible study
- Organizing annual donation and supplying events for Mexico

Morale Welfare and Recreation, San Diego — *Custodian/Recreation Aid*

July 2014 - PRESENT

- Keep the front recreation area & fitness areas well maintained
- Greeting patrons upon entering the facility, checking IDs, providing towels and responding to any issues that arise
- Answering the phone in a professional and appropriate manner
- Giving out information on current sporting events, classes & other services the Fitness Center offers
- Provides a prompt & friendly service at all times
- Operating cash register and preparing monthing inventory report

1st Choice Underground Utilities, San Diego — *Administrative Assistant*

May 2014 - July 2014

- Compilation of documents
- Answering telephone calls and emails from customers
- Filing, copying, scanning and faxing documents

AWARDS

- The Iron Man Award/ June 2024/ MWR, San Diego Naval Base
- 5 Star Employee of the Quarter/ June 2018/ MWR, San Diego Naval Base

REFERENCES

Nicholas Volpe - Recreation Center Director II (City of San Diego)

Current Supervisor

[redacted]

Jefferey Sewart - Site Manager (MWR Balboa Medical Center)

Current Supervisor

[redacted]

Zane Zimmerman - Sports and Aquatics Manager (MWR Balboa Medical Center)

Current Supervisor

[redacted]

Parks, Recreation And Senior Citizen’S Advisory Committee

Applicant Package - Committee Member

Parks, Recreation And Senior Citizen’S Advisory Committee - Committee Member

Term 01 Oct 2024 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- Perez, Daniel

Name: Perez, Daniel

Address: [redacted] National City, 91950

Email: [redacted]

Board Name: Parks, Recreation and Senior Citizen's Advisory Committee

Telephone Number:
Registered to Vote in National City?: Yes
Resident of National City?: Yes
District Number?: 4
Present Employer?: Mlo and real estate agent/self employed
Occupation: Mlo & real estate/ self employed
Business Address:
Educational Background:
BS business administration/ Finance
Currently Serving on a BCC?: Yes
Previously Served on a BCC?: No
If so, which ones? If it does not apply, type N/A:
Parks and rec
Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanor crime?: No
Time of Submission: 08/26/24 7:08:32 PM

Public Art Committee

Applicant Package - Committee Member

Public Art Committee - Committee Member

Term 01 Oct 2024 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- Carbajl, Erick

Name: Carbajl, Erick

Address: [redacted], National City, CA, 91950

Email: [redacted]

Board Name: Public Art Committee

Telephone Number:
Registered to Vote in National City?: No
Resident of National City?: Yes
District Number?: 2
Term of Residency?: 2 years
Present Employer?: United Nurses Associations of California/United Healthcare Professionals Union
Occupation: Labor Representative
Business Address:

Educational Background: BA History, SDSU 2014

Currently Serving on a BCC?: No

Previously Served on a BCC?: No
If so, which ones? If it does not apply, type N/A: N/A
Civic or Community Experience, Membership, or Previous Public Service Appointments?: While living in South Central Los Angeles, during the years 2015-2018, I worked with local youth and the City of Los Angeles to create a youth art program that was able to paint over 35 murals in 3 years. The program brought together young voices and talent, local muralists, and community partners to inspire, develop and bring vibrant murals to electronic boxes, private walls, and public spaces. The work was able to cover and prevent graffiti, develop the artistic talent of young community members, and capture the spirit of life one of the toughest neighborhoods in Los Angeles. When I moved to National City I instantly saw a budding public art movement. I want to help the city partner with its residents to create public art projects that inspire pride, progress and prosperity. My art projects work directly with neighborhood people for inspiration. My goal is to instill pride in communities by having residents directly involved in discovering their artistic abilities. The goal of my murals is for community folks to be able to say, ‘you see that, we painted that’. This approach has been successful in long term graffiti reduction. I am also interested in new projects and perspectives and would like to join the public art committee to explore their creations. I feel my approach to public art is something unique and believe I can work cohesively with other members to bring about experiences that will inspire National City residents to become more active in the arts.

Experience or Special Knowledge Pertaining to Area of Interest?: I am an artist/muralist and community organizer who specializes in public art projects.

Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanor crime?: No
Time of Submission: 08/23/24 12:18:25 AM

Public Art Committee

Applicant Package - Committee Member

Public Art Committee - Committee Member

Term 18 Sep 2024 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- Hinton, Carmela

Name: Hinton, Carmela

Address: [redacted], National City, 91950
Email: [redacted]

Board Name: Public Art Committee
Telephone Number:
Registered to Vote in National City?: Yes
Resident of National City?: Yes
District Number?: I think I am in District 4
Term of Residency?: This would be the first.
Present Employer?: none at the moment
Occupation: currently in between jobs
Business Address: N/A
Educational Background:
Associates in Liberal Arts of Math and Sciences (SWC)
Bachelors in Foods and Nutrition Sciences (SDSU)

Currently Serving on a BCC?: No
Previously Served on a BCC?: No

If so, which ones? If it does not apply, type N/A: N/A

Professional or Technical Organization Memberships?: none

Civic or Community Experience, Membership, or Previous Public Service Appointments?: I have volunteer experience working with the community through my church events.

Experience or Special Knowledge Pertaining to Area of Interest?: Arts Child Development Health and Wellness My background knowledge is foods and Nutrition so anything pertaining to that (community accessibility)

Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanor crime?: No
Time of Submission: 08/08/24 1:48:22 PM

Public Art Committee

Applicant Package - Committee Member

Public Art Committee - Committee Member

Term 30 Sep 2024 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- Reilly, Charles

Name: Reilly, Charles

Address: [redacted] San Diego, CA, 92122

Email: [redacted]

Board Name: Public Art Committee

Telephone Number:

Registered to Vote in National City?: No
Resident of National City?: No
Present Employer?: Retired

Occupation: Marketing/Advertising/Public Relations

Business Address: Prior to retirement was at: San Diego CA

Educational Background: Northampton (MA) High School, 1960 Brown University (RI), B.A. 1967 San Diego State University, M.B.A. 1995

Currently Serving on a BCC?: Yes

Previously Served on a BCC?: Yes
If so, which ones? If it does not apply, type N/A: Public Art Committee

Professional or Technical Organization Memberships?: Please see attached PDF.

Civic or Community Experience, Membership, or Previous Public Service Appointments?: Please see attached PDF

Experience or Special Knowledge Pertaining to Area of Interest?: Please see attached PDF
Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanor crime?: No
Time of Submission: 08/10/24 7:57:11 PM
Attachments - Public Art Committee Application-Supplement.pdf

Charles J. Reilly: Volunteer Community Involvement

I came to Southern California immediately after graduating from college in the late Sixties and, except for a six-month stint in Washington, DC in 1969 on a journalism fellowship, have lived in Pasadena (1967-1986) and San Diego (1986-present) ever since. Hired by the city of National City as part of a team on a marketing project in 2008, I fell in love with the city and its welcoming people and have been involved in volunteer activities there ever since.

National City
Member, Public Art Committee, 2020 to present
National City representative, Port of San Diego Pubic Art Committee (2016-2020)
Ad Hoc Member, Port of San Diego Tidelands Activation Program (2017-2019)
Member, National City Chamber of Commerce (2009-present)
Board member, National City Chamber of Commerce (2015-2019)
Informal and occasional volunteer for A.R.T.S. (2017-present)

Also, worked on a draft public art plan for the city in 2016, which involved researching other cities, both local and national, with active public art programs.

San Diego
Board of Directors, American Marketing Association, San Diego Chapter (1995-96)
Marketing Committee, Museum of Contemporary Art, San Diego (1991-93).
Board of Trustees, Save Our Heritage Organisation (1989-91). Consultant on board development and Chair, Nominating Committee, '95, '96.
Member, Public Relations Society of America (1987-ca.1993)
Board Member, Gaslamp Quarter Foundation (1987-ca. 1989)

Pasadena
Member, Citywide Strategic Planning Task Force
Appointed by Mayor. Volunteer-driven effort on city's 100th anniversary to develop strategies to enhance community vision and economic development. Served on Arts and Culture Committee. Appointed by Mayor to Marketing Committee to gain community support and funding for recommended programs which had some significant imparts on city planning and development. (Pasadena is a proudly multi-cultural, multi-racial city of 125,000.)

Vice President, Board of Trustees, Pasadena Heritage
Chair, Development Committee. Create and lead an "Associates" program for major annual donors, including Board solicitation.

Other activities: Member, Los Angeles Chapter, American Marketing Association; American Cancer Society, San Gabriel Valley Chapter, (Public Affairs Committee Chair).

Arts and government organizations for which I have been hired to complete marketing projects include the Los Angeles County Museum of Art, the Huntington Library and Museum and the Pasadena Human Relations Committee. As a volunteer, I have also counseled the Stuart Collection of outdoor sculpture at the University of California, San Diego. I have also had the opportunity to travel to other major American cities with long and distinguished public art programs including Chicago, Boston, Seattle and Omaha and Lincoln, Nebraska.

Traffic Safety Committee

Applicant Package - Committee Member

Traffic Safety Committee - Committee Member

Term 16 Apr 2024 - 30 Sep 2024
Positions Available 1

Number of applicants in this package 1

- Howrey-Colmenero, Yvonne

Name: Howrey-Colmenero, Yvonne

Address: [redacted] National City, 91950

Email: [redacted]

Board Name: Traffic Safety Committee

Telephone Number:

Registered to Vote in National City?: Yes
Resident of National City?: Yes
Present Employer?: National School District

Occupation: Health Care Instructional Assistant

Business Address: National City, Ca 91950

Educational Background:
Sweetwater Union High School • 2012
Associates degree • California College San Diego • 2014
Currently Serving on a BCC?: No

Previously Served on a BCC?: No
If so, which ones? If it does not apply, type N/A: N/A

Professional or Technical Organization Memberships?: CSEA member

Experience or Special Knowledge Pertaining to Area of Interest?: Interested in improving the pedestrian, bicyclist, and driver experience through the city.

Have you ever been convicted of a felony crime?: No
Have you ever been convicted of a misdemeanor crime?: No
Time of Submission: 03/22/24 4:22:20 PM

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** November 16, 2021

PURPOSE

To establish a procedure to serve as a guide in making appointments to various City Boards, Commissions, and Committees. The City currently has the following Boards, Commissions, and Committees to which this Policy applies:

Mayor's Appointments:

1. Board of Library Trustees
2. Community and Police Relations Commission
3. Park, Recreation, and Senior Citizens Advisory Committee
4. Public Art Committee
5. Sweetwater Authority
6. Traffic Safety Committee
7. Veterans and Military Families Advisory Committee

City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. Housing Advisory Committee including Ex-Officio Members
4. Port Commission

POLICY

Appointment Process

A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Boards, Commissions, and Committees. Incumbent Appointees are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.

B. Unexpired terms. If an incumbent Appointee was appointed to fill an unexpired term and the Appointee serves for less than one year in that position, the Council may re-appoint the incumbent without considering other applicants.

C. Vacancies. When vacancies occur, the following procedure shall be followed:

1. Schedule vacancy. When a term is expiring or expires, public notice of the vacancy shall be made, inviting interested individuals to submit applications for the vacancy on a form provided by the City Clerk on the City website.

   Unscheduled vacancy. An unscheduled vacancy shall be filled according to

Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the Office of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make a final appointment for at least ten (10) working days after posting the notice in designated locations. The notice's posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

The end of term for the members of Boards, Commissions, and Committees generally occurs in an annual rotation during the months of March and September. Appointments will be considered at those times unless a vacancy resulting from a resignation results in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

3. Government Code Section 40605, and National City Municipal Code Title 16, grants the Mayor, with the City Council's approvals, the authority to make all appointments unless otherwise explicitly provided by statute. The exceptions are:

    1. Civil Service Commission
    2. Planning Commission
    3. Housing Advisory Committee including Ex-Officio Members
    4. Planning Commission

    The City Council fills vacancies on these bodies.

D. Implementation. Implementation of Council policy for appointment to Boards, Commissions, and Committees requires the following:

1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall contain a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the term's expiration date, and the position's necessary qualifications. It shall also include a list of all

Boards, Commissions, and Committees whose members serve at the City Council's pleasure and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

2. Notice. A public notice for vacancies must be placed in the newspaper of general circulation within the City, on the City's website, City Hall Bulletin Boards, and City social media platforms.

3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position.

4. Applications. Applications shall be available on the City website and in the City Clerk's Office. Submissions must be received before the advertised deadline for consideration for the appointment. All applications will be retained in the City Clerk's Office for one year from the date the application was submitted. During the one-year retention period of the application, an applicant shall be considered for other vacancies on Boards, Commissions, and Committees. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.

5. A member may only serve on one (1) Board, Commission, or Committee at a time. If an applicant applies for another position on a different Board, Commission, or Committee, that applicant will forfeit the prior seat and a vacancy will occur per policy.

6. Interviews:

    a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.

    b. City Council Appointments: Interviews for the four (4) Civil Service Commission, Planning Commission, Housing Advisory Committee, and Port Commission who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.

7. Mayoral Appointments:

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call

vote of the City Council. A majority vote of the City Council will be required for the appointment. If the majority of the City Council choose to deny the proposed appointment, the Mayor shall either propose an alternative candidate from the current application pool or choose to reopen the application period and return to the City Council at a future City Council Meeting with a different applicant for consideration. If a Mayoral Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

8. For City Council Appointments, the Interview Process is as follows:

   a. The City Clerk will provide an overview of the Board, Commission, or Committee(s) with current vacancy (ies). The Mayor will introduce the applicant and two (2) questions will be asked of each applicant on behalf of the City Council.

   b. Each applicant is given two (2) minutes to make a brief introduction of themselves and their qualifications to the City Council.

   c. Mayor and City Councilmembers will ask questions of each applicant. All applicants must be asked the same questions.

   d. Total time per applicant is five (5) timed minutes with time allowed for clarification at the discretion of the City Council, not to exceed ten (10) minutes total per applicant.

   e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.

9. Vacancies for City Council Appointed Positions. If the vacancy is for a City Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and be open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

If the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk's Office will provide a Vote Sheet (a piece of paper electronically) with the name of each applicant to be considered. The Mayor will count to three (3) and the Council will hold their vote sheet up in front of their face to make sure it is captured on the camera during the live virtual meeting. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.

In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote and is declared to be the newly–appointed member of the Board, Commission, or Committee.

10. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, Commission, or Committee and has served two or more full terms already must be approved by a four-fifths vote of the City Council. If all five members of the City Council are not present, or if one member abstains or recuses their vote, the four-fifths requirement shall be changed to require only a simple majority.

11. Report to Council:

    All applications received for vacancies, whether Mayoral Appointment or City Council Appointment, will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with Government Code Section 6255(a) because the public interest served by not disclosing the applicant's personal, private information and protection of the applicant's right to privacy outweighs the public interest served by disclosing that information.

12. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee, or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:

    a. A special vacancy notice shall be posted in the Office of the City Clerk, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk's Office.

b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

However, the Appointing Authority may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

13. Only City Residents may be elected to Chair and Vice-Chair positions. To be eligible to be elected as the Chairperson of a City Board, Committee, or Commission, the member must be a resident of the City.

14. Resignations, Attendance, Training, and Removals

Resignation:

If a Commissioner or Member of a Board, Committee, or Commission is unable to continue serving because of health, business requirements, or personal reasons, a letter of resignation shall be submitted to the City Clerk, who will present to the City Council.

Attendance:

Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

A Commissioner or Member of a Board, Committee, or Commission shall be considered removed from any advisory board under the following conditions:

1. A Commissioner or Member of a Board, Committee, or Commission with unexcused absences from three consecutive regularly scheduled meetings.

2. A Commissioner or Member of a Board, Committee, or Commission misses more than 25% of the advisory body's meetings in a calendar year.

3. A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Excused Absences:

An "excused absence" is only granted when absolutely necessary and pre-approved if at all possible. The City Council encourages Boards, Commissions, and Committees to refrain from scheduling meetings on cultural and religious holidays in order to encourage full participation by all Commissioners, Board Members, and the public. The pre-approval of excused absences will be by the body as a whole and documented in the meeting minutes.

Excused absences are listed as follows:

1. Illness of the Commissioner or Member of the Board, Committee, or Commission, their family member, or their personal friend;
2. Business commitment of the Commissioner or Member of the Board, Committee, or Commission that interferes with the attendance at a meeting;
3. Attendance of the Commissioner or Member of the Board, Committee, or Commission at a funeral, religious service or ceremony, wedding, or other similarly-significant event; or
4. Other reason for which the Commissioner or Member of the Board, Committee, or Commission has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days.

Removal:

The Secretary or Lead of each Board, Commission, or Committee will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within these guidelines, the Office of the City Clerk will prepare a report to City Council for review and possible removal of the Commissioner, Member, or Alternate sitting on the Board, Committee, or Commission. Any Commissioner, Member, or Alternate sitting on a Board, Committee, or Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and

concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Removal:

Failure to complete any of these requirements within 30 days of the appointment date or date of notification is cause for automatic removal.

Related Policy References
Government Code Section 40605
Government Code Section 54970, et seq.
Article XX of the California Constitution, and California Government Code Section 36507
California Government Code Section 53235(b)
California Government Code Section 87100 et seq
National City Municipal Code Title 16 (pending)

Prior Policy Amendments:
February 2, 2021 (Resolution No. 2021-08)
May 19, 2020 (Resolution No. 2020-95)
November 9, 1993 (Resolution No. 93-173)
June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
October 8, 2013 (Resolution No. 2013-147)
May 19, 2020 (Resolution No. 2020-20)

BOARDS/COMMISSION/COMMITTEES

BOARDS, COMMISSION AND COMMITTEES (11) TOTAL MEMBERS (51+)	BOARD OF LIBRARY TRUSTEE (5 Members)	CIVIL SERVICE COMMISSION (5 Members)	COMMUNITY AND POLICE RELATIONS COMMISSION (8 Members)	PARK, RECREATION AND SENIOR CITIZENS' ADVISORY COMMITTEE (7 Members)	PLANNING COMMISSION and HOUSING ADVISORY COMMITTEE (7 Members) 2 Ex Officio	PORT COMMISSION (1 Member)	PUBLIC ART COMMITTEE (5 Members)	SWEETWATER AUTHORITY (1 Member)	TRAFFIC SAFETY COMMITTEE (5 Members)
TERM	3 Years	5 Years	3 Years	3 Years	4 Years	4 Years	3 Years	4 Years	3 Years
RESIDENCY REQUIREMENT	Yes	Yes	5 Resident up to 2 Non-Resident (1) Non-Voting Member	Yes	Yes	Yes	No	n/a	Yes
VOTER REQUIREMENT	No	No	No	No	No	No	No	No	No
MAYORAL APPOINTMENT SUBJECT TO CONFIRMATION BY THE CITY COUNCIL	X		X	X			X	X	X
CITY COUNCIL AS A BODY APPOINTMENT		X			X	X			
COMPENSATION	No	No	No	No	Compensation set by Council Resolution	No	No	No	No
FORM 700 FILING REQUIREMENT	Yes	Yes	Yes	No	Yes	n/a	No	n/a	No
MEETINGS	1 X per month	1X every other month	1X every 3 months	1X every 2 months	2X per month	n/a	1X per quarter	n/a	1X per month
REQUIRED TO REPORT TO COUNCIL ANNUALLY	Yes, on or before August 31st and to the State Librarian	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OTHER		Can not be salaried employee or holds office of the City							

CITY COUNCIL POLICY #107 and NCMC TITLE 16

****Effective February 2, 2020 all Chair and Vice-Chairs are required to be NC Residents**

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, September 17, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Approval of City Council Meeting Minutes

RECOMMENDATION:
Approve and File.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Meeting Minutes:
Special City Council Meeting of September 3, 2024
Regular City Council Meeting of September 3, 2024

FINANCIAL STATEMENT:
Not applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Special City Council Meeting of September 3, 2024 Meeting Minutes
Exhibit B - Regular City Council Meeting of September 3, 2024 Meeting Minutes

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

September 3, 2024, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Bush** *(via Zoom)* **Councilmember Molina** **Councilmember Rodriguez** **Vice-Mayor Yamane** **Mayor Morrison**
Others Present:	**Ben Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk** *(via Zoom)* **Carlos Aguirre, Director of Community Development** **Alex Hernandez, Chief of Police** **Tonya Hussain, Deputy City Clerk**

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1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:06 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

AB 2449 Request:

City Councilmember Bush requested to attend the meeting virtually due to “Just Cause” due to personal illness.

Mayor Morrison explained the protocol for AB 2449 Teleconference Attendance of a City Councilmember.

Mayor Morrison confirmed that at least a quorum of the legislative body was present at the location of the meeting in City Council Chamber as identified on the agenda.

Mayor Morrison confirmed a two-way visual and telephonic service and a live webcasting of the meeting to allow the public to hear, and observe the meeting was available, and the opportunity for public to attend via caII-in option, Zoom, and in-person location of the meeting.

This was the first (1) virtual City Council Meeting Councilmember Bush has attended in 2024 under the AB 2449 provision. Councilmember Bush stated that no one over the age of 18 was present in his location.

ACTION: The remote participation of Councilmember Bush due to "Just Cause" was approved via a roll call vote.

Ayes: Bush *(via Zoom),* Rodriguez, Yamane, Morrison
Nays: None
Absent: Molina

Approved by unanimous vote of those present.

2. ROLL CALL

Councilmembers present: Bush *(via Zoom)*, Rodriguez, Molina (*4:06 p.m. arrival*), Yamane, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Molina led the Pledge of Allegiance.

4. PUBLIC COMMENT (Public Comment will be restricted to Agenda Items Only)

One in-person comment was received from Laura Wilkinson Sinton.

5. CLOSED SESSION

Members retired into Closed Session at 4:14 p.m. Bush (via Zoom), Molina, Rodriguez, Yamane, Morrison, Martinez, Schultz, and Aguirre.

Outside Counsel: William Pate and Crystal Crawford, Devaney Pate Morris & Cameron entered into Closed Session at 4:14 p.m. for agenda items 5.1 and 5.2 and exited at 5:20 p.m.

5.1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Cali Mota LLC v City of National City et al.
Superior Court of California, County of San Diego
Case No. 37-2023-00007308-CU-WM-CTL

5.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9 (d) (1)
Name of Case: BCD, LLC v City of National City. et al.
Superior Court of California, County of San Diego
Case Number: 37-2023-00012507-CU-WM-CTL

5.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Cummins v City of National City et al.
San Diego Superior Court
Case No. 37-2022-00004671-CU-OE-CTL

At 5:20 p.m. Chief of Police Alex Hernandez entered Closed Session.

All members returned to the open session at 5:56 p.m. with all members present in attendance: Bush (via Zoom), Molina, Rodriguez, Yamane, Morrison, Martinez, Schultz, Aguirre, and Hernandez.

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, on Tuesday, September 3, 2024, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:57 p.m.

_____
Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of September 17, 2024.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

September 3, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present: **Councilmember Bush** *(via Zoom)*
Councilmember Molina
Councilmember Rodriguez
Vice-Mayor Yamane
Mayor Morrison

Others Present: **Ben Martinez, City Manager**
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk *(via Zoom)*
Carlos Aguirre, Director of Community Development
Walter Amedee, Management Analyst III
Juanita Castaneda, Recreation Supervisor
Phil Davis, Interim Finance Director
Danielle Ghio, Acting City Librarian
Brian Hadley, Deputy City Manager
Alex Hernandez, Chief of Police
Lydia Hernandez, Director of Human Resources
Tonya Hussain, Deputy City Clerk
Stephen Manganiello, Director of Public Works/City Engineer
Joanne McGhee, Community Services Manager
Sergio Mora, Fire Chief

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1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:10 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

AB 2449 Request:

City Councilmember Bush requested to attend the meeting virtually due to "Just Cause" due to illness.

Mayor Morrison explained the protocol for AB 2449 Teleconference Attendance of a City Councilmember.

Mayor Morrison confirmed that at least a quorum of the legislative body was present at the location of the meeting in City Council Chamber as identified on the agenda.

Mayor Morrison confirmed a two-way visual and telephonic service and a live webcasting of the meeting to allow the public to hear, and observe the meeting was available, and the opportunity for public to attend via caII-in option, Zoom, and in-person location of the meeting.

This was the first (1) virtual City Council Meeting Councilmember Bush has attended in 2024 under the AB 2449 provision. Councilmember Bush stated that no one over the age of 18 was present in his location.

ACTION: The remote participation of Councilmember Bush due to "Just Cause" was approved by a unanimous vote.

2. ROLL CALL

Councilmembers present: Bush *(via Zoom),* Molina, Rodriguez, Yamane, Morrison

Interpretation in Spanish provided by Carlos Diaz and Luisa Diaz de Leon.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Yamane led the Pledge of Allegiance.

4. INVOCATION

Invocation was delivered.

5. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced City Clerk Chapel.

Two (2) speakers provided virtual comments and nine (9) people provided in-person comments.

In-person comment:

Ted Godshalk
Gregory Martinez
Matias D. Garcia
Leza Hutchinson
Susan Kennedy
Stephanie Beegan-Payan
Jackie Zoellick
Barbara Carnahan
Ed Nieto

Virtual Comment:
Megan Stuart
Becky Rapp

6. PROCLAMATIONS AND RECOGNITION

6.1 Proclamation - National Preparedness Month

Mayor Morrison introduced the Proclamation. The proclamation was presented and accepted by Management Analyst III Walter Amedee.

6.2 Introduction of New City Employees

Chief of Police Alex Hernandez, Acting City Librarian Danielle Ghio, Human Resources Director Lydia Hernandez, City Engineer Stephen Manganiello Councilmember Rodriguez, Vice-Mayor Yamane, and Interim Finance Director introduced new members of department staff.

7. PRESENTATION (Limited to Five (5) Minutes each)

7.1 Safe Summer National City Teen Nights

Presented by Juanita Castaneda, Recreation Supervisor who utilized a video.

Councilmember Bush exited Zoom visibility at 7:14 p.m. and returned at 7:16 p.m.

7.2 Update on Las Palmas Park Improvements

Director of Public Works, City Engineer Stephen Manganiello presented the item and provided a PowerPoint Presentation with Jim Neri, Neri Landscape Architecture; Naveen Waney, Platt/Whitelaw Architects, Inc.; and, Byron Wade, Project Professionals Corporation.

Community Service Manager Joanne McGhee addressed the Council.

8. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)

Councilmember Rodriguez had nothing to report.

Councilmember Bush provided an update on the business of the San Diego County Air Pollution Control Board.

Councilmember Molina reported that the SANDAG Board of Directors meeting would resume in September and shared her previous volunteer work with the San Diego Registrar of Voters.

Vice-Mayor Yamane provided a brief update for the Sweetwater Authority and her attendance at a conference in San Antonio, Texas related to affordable water rates. She also spoke on the business of the San Diego County Water Authority.

Mayor Morrison also spoke to his attendance at the conference in San Antonio, Texas and provided information regarding the discussion of binational border issues. He further mentioned an Environmental Impact Report to be released by the Port of San Diego soon.

9. CONSENT CALENDAR

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Bush to approve all Consent Calendar Items with the exception of Items 9.3 pulled by Councilmember Rodriguez and items 9.5 and 9.6 pulled for public comment.

Motion carried by unanimous vote.

9.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda.

Motion carried by unanimous vote.

9.2 Approval of City Council Meeting Minutes.

Approve and File.

Motion carried by unanimous vote.

Item pulled for discussion.

9.3 Approval for Councilmember Luz Molina and Josie Flores-Clark to attend the San Diego Regional Chamber of Commerce 2024 Binational Delegation to Mexico City on October 20-23, 2024.

City Manager Ben Martinez introduced the item.

ACTION: Motion by Councilmember Bush, seconded by Mayor Morrison to approve the recommendation and add the San Diego Regional Chamber of Commerce Binational Delegation to Mexico City to the list of approved conferences for the City Council.

Councilmember Bush amended the motion to remove the recommendation to add the event to the list of approved conferences.

Original motion.
Ayes: Bush, Molina, Rodriguez, Yamane, Morrison
Nays: Rodriguez

Motion carried by 4-1 vote.

Grant approval for Councilmember Luz Molina and Josie Flores-Clark to attend the San Diego Regional Chamber of Commerce 2024 Binational Delegation to Mexico City on October 20-23, 2024.

9.4 Consultant Contract to Provide an Employee Assistance Program and Critical Incident Debriefings for the National City Police Department.

Adopted Resolution No. 2024-96.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with Nancy K. Bohl, Inc. dba The Counseling Team International to Provide an Employee Assistance Program and Critical Incident Debriefings for the National City Police Department, in a Not-to-Exceed Amount Of $24,000.00 per Year.”

Motion carried by unanimous vote.

Item pulled for discussion.

9.5 County Contract for Senior Nutrition Services - Modification 1

Adopted Resolution No. 2024-97.

Community Services Manager Joanne McGhee provided a report.

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Modification 1 to County of San Diego Contract 570896, Increasing the Senior Nutrition Program Grant by the Amount of $269,280, Resulting in a New Maximum Agreement Amount of $1,698,429.”

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Yamane to adopt the resolution.

Motion carried by unanimous vote.

Item pulled for discussion.

9.6 Warrant Register #3 for the period of 7/12/24 through 7/18/24 in the amount of $915,424.88.

One (1) public comment was received from Ed Nieto.

Ratify Warrants Totaling $915,424.88.

ACTION: Motion by Councilmember Molina, seconded by Vice-Mayor Yamane to ratify the Warrant Register.

Motion carried by unanimous vote.

9.7 Warrant Register #4 for the period of 7/19/24 through 7/25/24 in the amount of $2,835,606.62

One written comment was received from Ted Godshalk.

Ratify Warrants Totaling $2,835,606.62

Motion carried by unanimous vote.

10. PUBLIC HEARING

10.1 Ordinance for Introduction – Unauthorized Camping or Encampments on Public Property

Director of Community Development Carlos Aguirre provided a PowerPoint presentation. Homeless Services Coordinator Qiana Williamson, Chief of Police Alex Hernandez, City Engineer Stephen Manganiello, and Deputy City Attorney Ashlin Lutes addressed the Council.

Mayor Morrison declared the Public Hearing open at 8:58 p.m.

In-person public comment:
Lawrence Emerson
Thomas Rike
Susan Meyer
Greg Boeh
Ed Nieto
Randi Castle-Salgado

Councilmember Rodriguez left the dais at 9:16 p.m. and returned at 9:18 p.m.
Councilmember Molina left the dais at 9:29 p.m. and returned at 9:31 p.m.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 9:38 p.m.

Recommendation: Introduce Ordinance by First Reading, Entitled, “An Ordinance of the City Council of the City of National City, California, Amending Title 10 of the National City Municipal Code by Adding Chapter 10.56, All Pertaining to Regulating Encampments on Public Property to Establish a Standard for the Protection of the Life, Health, and Safety of All People, and Sensitive Public Lands within the City of National City.”

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Yamane to introduce the Ordinance.

Motion carried by unanimous vote.

11. CITY MANAGER'S REPORT

No report.

12. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

13. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who announced that there was nothing to report on the Closed Session items.

5.1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Cali Mota LLC v City of National City et al.
Superior Court of California, County of San Diego
Case No. 37-2023-00007308-CU-WM-CTL

5.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9 (d) (1)
Name of Case: BCD, LLC v City of National City. et al.
Superior Court of California, County of San Diego
Case Number: 37-2023-00012507-CU-WM-CTL

5.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Cummins v City of National City et al.
San Diego Superior Court
Case No. 37-2022-00004671-CU-OE-CTL

14. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, September 17, 2024, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 10:04 p.m.

_____
Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of September 17, 2024.

_____
Ron Morrison, Mayor

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Walter Amedee, Emergency Manager**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Accept SDG&E's 2024 SAFE San Diego Grant Program Award of $3,000 for the City's CERT Program.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of Funds in the Amount of $3,000 from the San Diego Gas & Electric (SDG&E) 2024 SAFE San Diego Grant Program for the National City Community Emergency Response Team (CERT) Program and Authorizing the Establishment of a Reimbursable Grants City-Wide Fund Appropriation in the Amount of $3,000 with a Corresponding Revenue Budget."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Through the 2024 SAFE San Diego Grant Program, SDG&E has awarded funds to National City's Community Emergency Response Team (CERT) whose programs and services support emergency preparedness and safety. The grant from SDG&E has made it possible to support local CERT Programs and is part of SDG&E's commitment to make our region safer at home, in the workplace, and in neighborhoods throughout San Diego County. The Burn Institute, a 501(c)(3) non-profit organization, is serving as the fiscal agent to provide the grant funds and has provided a check in the amount of $3,000 to the City of National City.

This grant helps National City CERT to recruit new CERT members, administer the CERT program, purchase supplies, and promote disaster preparedness training. Staff requests acceptance of the grant funds and the establishment of an appropriation and corresponding revenue budget in the amount of $3,000. There is no requirement for formal acceptance of the grant by the Mayor or other City official.

FINANCIAL STATEMENT:
If approved, a budget adjustment will be made in the City-wide Reimbursable Grants Fund (282) as follows:
Expenditure Account # 282-70-22-22701-7355- $3,000.00
Revenue Account # 282-70-22-22701-3473- $3,000.00

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Notification of Award
Exhibit B – Resolution

Walter Amedee

From: Tessa Haviland <thaviland@burninstitute.org>
Sent: Thursday, August 1, 2024 8:00 AM
Subject: Congratulations - 2024 SAFE San Diego Grant

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Congratulations! We have approved your application for the 2024 SAFE San Diego Grant.

On behalf of the Burn Institute and San Diego Gas & Electric (SDG&E), thank you for participating in the **2024 SAFE San Diego** Grant Program that provides grant funding to Community Emergency Response Teams (CERT) in San Diego County whose programs and services support emergency preparedness and safety.

The checks will be sent out next week. Please let us know if you have any questions and thank you for everything you and your CERT Program does to support our community!
**If you applied on behalf of multiple CERTs, the checks will be mailed out together.*

Due to the approval processes taking longer than anticipated, we will extend the deadline for the checks - they now need to be cashed by September 30, 2024.

Tessa Haviland
Executive Director
Burn Institute
Pronouns: she/her
8825 Aero Drive, Suite 200
San Diego, CA 92123
Office: 858-541-2277 ex. 114
Cell: 619-483-2012
www.burninstitute.org
Thank you to all our donors, sponsors, and volunteers!

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF FUNDS IN THE AMOUNT OF $3,000 FROM THE SAN DIEGO GAS & ELECTRIC (SDG&E) 2024 SAFE SAN DIEGO GRANT PROGRAM FOR THE NATIONAL CITY COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION IN THE AMOUNT OF $3,000 WITH A CORRESPONDING REVENUE BUDGET

WHEREAS, the San Diego Gas & Electric (SDG&E) 2024 SAFE San Diego Grant Program provides funding to Community Emergency Response Teams (CERT) in San Diego County whose programs and services support emergency preparedness and safety; and

WHEREAS, the Burn Institute is a 501(c)(3) non-profit established to help educate and inspire communities across San Diego and Imperial Counties to reduce burn injuries and empower those affected by burn trauma; and

WHEREAS, on August 1, 2024, the Burn Institute and SDG&E notified City of National City (City) staff that the City has been awarded a grant of $3,000 to support the City's CERT program; and

WHEREAS, City staff requests that the City Council authorize the acceptance of funds in the amount of $3,000 from the SAFE San Diego Grant Program and the establishment of a reimbursable grants city-wide fund appropriation in the amount of $3,000 with a corresponding revenue budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the acceptance of funds in the amount of $3,000 from the SAFE San Diego Grant Program and authorizes the establishment of a reimbursable grants city-wide fund appropriation of $3,000 with a corresponding revenue budget.

Section 2: The City Clerk shall certify as to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Agreement with Cosco Fire Protection, Inc. for Facilities Maintenance Services

RECOMMENDATION:
Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with Cosco Fire Protection, Inc. to Provide Fire Prevention and Life Safety System Services for a Not-to-Exceed Amount of $150,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Facilities Division of the Engineering and Public Works Department currently maintains 26 facilities which include City Hall and Martin Luther King Jr Community Center (MLK), the municipal pool, recreation centers, park restrooms, fire stations, a police station and warehouse, the ARTS Center, Nutrition Center, the library, several historic buildings, as well as two sewer pump stations and two stormwater pump stations.

Based on the need for fire suppression and life safety system services for the facilities citywide, staff requires the availability and demand of qualified and certified persons specialized in fire prevention services to assist in the coordinated and scheduled preventative maintenance efforts including, but not limited to, semi-annual and annual inspections of all fire extinguishers and fire sprinklers; inspections of kitchen hood systems and fire risers; certifications for all passing inspections, and backflow testing.

Cosco Fire Protection, Inc. has provided fire prevention and life safety systems services for the City in the past and based on their experience, expertise, and reliability to provide such specialized fire safety services, staff recommends executing a two-year Agreement (with the option for three, one-year extensions) with Cosco Fire Protection, Inc., for a not-to-exceed amount of $150,000 to provide fire suppression and life safety systems services per the scope of work and costs identified in Exhibit "A" to the Agreement.

FINANCIAL STATEMENT:
These Facilities Maintenance support services will be provided with available funding based on existing and future appropriations as part of the annual budget process.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Agreement
Exhibit B – Resolution

AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
COSCO FIRE PROTECTION, INC.

THIS AGREEMENT is entered into on this 1st day of July, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and COSCO FIRE PROTECTION INC., a California corporation (the "CONTRACTOR").

R E C I T A L S

WHEREAS, the CITY desires to employ a contractor to provide fire suppression and life safety systems services as needed and directed by the City's Facilities Maintenance Supervisor.

WHEREAS, the CITY has determined that the CONTRACTOR is a fire protection and life safety systems services company and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide fire suppression and life safety systems services, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2024. The duration of this Agreement is for the period of July 1, 2024 through June 30, 2026. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The parties may exercise up to three (3) one-year extensions. Any time extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith

and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Director of Public Works/City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Casey Pritchett, Sales/Project & Account Manager, thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed $150,000 over the entire term of the Agreement, including any extensions. The compensation for the CONTRACTOR's work shall not exceed the rates set forth in Exhibit "A". At least thirty (30) days prior to July 1st of each year of the Agreement, CONTRACTOR may submit an updated Exhibit "A" to the CITY with new rates on an annual basis. Any such increased rates shall be effective July 1st of the following year of the Agreement and shall not increase the total amount of the Agreement. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

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

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work

prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

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

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

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

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as set forth in this Agreement. The CONTRACTOR, or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONTRACTOR and its agents, servants, and employees are wholly independent from the CITY and CONTRACTOR'S obligations to the CITY are solely prescribed by this Agreement.

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

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

12. **STANDARD OF CARE.**

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

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

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

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

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR

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

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

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 PERS Eligibility Indemnification. If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue

to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 Limitation of CITY Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

16.3 Indemnification for Employee Payments. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

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

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

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

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

C. **Commercial General Liability Insurance**, with minimum limits of either $2,000,000 per occurrence and $4,000,000 aggregate, or $1,000,000 per occurrence and $2,000,000 aggregate with a $2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall

name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least $1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

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

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of $10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or

higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

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

20. **TERMINATION.**

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

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

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

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

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

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

by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Director of Public Works/City Engineer
Engineering & Public Works
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONTRACTOR:
Casey Pritchett
Sales/ Project & Account Manager
Cosco Fire Protection, Inc.
4990 Greencraig Lane
San Diego, CA 92123

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

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

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

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONTRACTOR.

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

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

G. *Assignment & Assumption of Rights.* CONTRACTOR shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

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

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

COSCO FIRE PROTECTION, INC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)

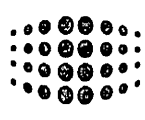
Alex Hernandez
(Print)

Vice President
(Title)

By: [redacted]
(Name)

Jereme Huntress
(Print)

District Manager
(Title)



COSCO
Fire Protection

4990 Greencriag Ln
San Diego, CA 92123
Phone 858.444.2000

City of National City

Labor Rates
2024-2025

Classification	Regular Time	Overtime	Double-Time
Fire Sprinkler	$ 154.00	$ 231.00	$ 308.00
Fire Alarm	$ 154.00	$ 231.00	$ 308.00

Fire Sprinkler	
Regular Hours	After Hours
(3) Hour Minimum	(4) Hour Minimum
Fire Alarm	
Regular Hours	After Hours
(3) Hour Minimum	(4) Hour Minimum

Additional Charges	
Truck Charge	Fuel Surcharge
$15.00 per Hour	$25.00 per Truck (per trip)

Regular Hours: 6:00am – 4:00pm (Monday – Friday)

Overtime: Before or After Regular Hours listed above, including Saturdays

Double-Time: Sundays and Holidays

Note: Rates as listed above apply per technician

City of National City

2024-2025

(Fire System Inspections)

City Facility	Annual SPK (x1)	Quarterly SPK (x3)	Semi-Annual FM2 (x2)	Semi-Annual HD (x2)	Annual EXT (x1)	Total Annual Costs
City Hall (SPK -Partial)	$ 795.00	$ 395.00	$ 1,295.00		$ 495.00	$ 5,065.00
Police Station	$ 1,595.00	$ 495.00	$ 1,295.00		$ 450.00	$ 6,120.00
PW 19th	$ 395.00	$ 295.00			$ 405.00	$ 1,685.00
PW Wilson (NO SPK 5/26/23)					$ 435.00	$ 435.00
Casa De Salud					$ 150.00	$ 150.00
PW Garage	$ 395.00	$ 295.00			$ 150.00	$ 1,430.00
MLK (SPK - Partial)	$ 495.00	$ 395.00		$ 895.00	$ 150.00	$ 3,620.00
ARTS	$ 795.00	$ 395.00			$ 150.00	$ 2,130.00
Kimball Rec					$ 150.00	$ 150.00
Senior Center					$ 150.00	$ 150.00
Camacho Center					$ 150.00	$ 150.00
Las Palmas Pool					$ 150.00	$ 150.00
Fire Station 31					$ 150.00	$ 150.00
Fire Station 33	$ 395.00	$ 295.00			$ 150.00	$ 1,430.00
Fire Station 34	$ 795.00	$ 395.00			$ 180.00	$ 2,160.00
El Toyon Rec					$ 150.00	$ 150.00
Library	$ 1,595.00	$ 495.00			$ 240.00	$ 3,320.00
Morgan Towers (Cafeteria)				$ 895.00		$ 1,790.00
Misc.					$ 900.00	$ 900.00

Service Totals	$ 7,255.00	$ 10,365.00	$ 5,180.00	$ 3,580.00	$ 4,755.00	$ 31,135.00

Services

Cosco Fire Protection focuses on the two major fire protection and life safety segments: suppression systems and alarm and detection systems. We have the technical expertise and resources to design, install and service the following fire protection and life safety systems in new construction, retrofit, and existing facilities.

Fire Sprinklers

Fire suppression systems protect lives and property in the event of a fire. Cosco Fire Protection designs, installs, and maintains these systems for existing buildings and new construction. Understanding all suppression systems are unique, our experienced and advanced team will deliver the features necessary to make any building as safe as possible.
The systems that our technicians and designers can install and maintain are:

- Wet Fire Sprinkler Systems
- Pre-action fire sprinkler systems
- Dry-Pipe Systems
- Standpipe Systems
- Fire Pumps
- Underground Supplied Systems

Our goal is to provide a system that keeps people safe, meeting and exceeding fire codes and insurance requirements.

Special Hazards

Cosco Fire Protection is an expert at protecting sensitive and valuable environments such as high tech server and clean rooms, power and petrochemical plants, telecom switching rooms, and aircraft hangers. Cosco Fire Protection is certified to install a full range of dry chemical, gaseous and foam extinguishing fire suppression systems.

CLEAN AGENT & GASEOUS FIRE SUPPRESSION SYSTEMS

Clean agent systems such as FM-200 and Novec 1230 extinguish a fire without the use of water and is safe for equipment and electronics. These systems work by cooling the fire and inhibiting the chain reaction of fire.

Inert Gaseous systems are gases or a mixture of gases that are naturally occurring in the atmosphere. These systems normally work by reducing the oxygen content in the room to a level that fire cannot be sustained.

Carbon dioxide is a clean and non-flammable gas that is commonly used as a fire-extinguishing agent for areas that are not typically occupied by people. CO2 efficiently and effectively extinguishes fires without leaving any toxic or liquid residue that might damage property or equipment.

FOAM FIRE SUPPRESSION SYSTEMS

Foam extinguishing systems are effective for rapidly controlling and extinguishing flammable liquid fires.

DRY CHEMICAL FIRE SUPPRESSION SYSTEMS

Pressured dry chemicals, used in conjunction with the proper detection system, can extinguish a fire before it becomes detectable to the eye, thus protecting your assets from damage and your business from any major interruptions.

FIRE EXTINGUISHERS

Portable fire extinguishers provide a convenient, proven way to combat the first signs of fire. Cosco Fire Protection offers an assortment of fire extinguishers, each manufactured for specific fire classifications. Once installed, we provide all necessary inspection, testing and maintenance services.

Alarm Detection

Fire alarm and detection systems are the cornerstone of any fire protection system. They are trusted to provide advanced warning and evacuation in the event of a fire. The consequences of a malfunctioning fire alarm system can result in a devastating loss of life and property. Whether you need a simple monitoring panel for a fire sprinkler system or a complex addressable system incorporating smoke and fan controls, rely on Cosco Fire Protection's experienced professionals to design, install, inspect and service the life safety system appropriate for your business facility.

Because we are not an equipment manufacturer, Cosco Fire Protection provides unbiased recommendations for the system that will best protect your people and facilities. Our customers receive the highest level of protection without the need to commit to a service provider that only offers proprietary equipment and software.

FIRE ALARM SYSTEMS

Cosco Fire Protection represents a full range of respected independent manufacturers of alarm and detection solutions, including: Notifier, GE EST, Bosch, Fire-Lite, Silent Knight.

FIRE ALARM DETECTION

Cosco Fire Protection offers a complete range of detection products. We offer smoke/heat detectors, aspirated smoke detection systems, multi-criteria detectors, and advanced flame detectors.

MASS NOTIFICATION SYSTEMS (MNS)

Cosco Fire Protection can provide an integrated indoor/outdoor mass notification system (MNS) with integration into building/campus fire alarm system. These systems include indoor and outdoor speakers, visual notification, custom LED signage, giant voice with full integration to our main system which provides prerecorded messages and live voice capabilities.

SECURITY/CCTV/ACCESS CONTROL

Cosco Fire Protection is an independent distributor of multiple brands of Security/CCTV/Access control equipment. We are also a Honeywell Integrated Security dealer.

GAS & LEAK DETECTION

Cosco Fire Protection has a full line of industrial and commercial gas and leak detection products. These can be independent systems or integrated into a facilities main reporting system.

Communication Systems

EMERGENCY RESPONDER RADIO COMMUNICATION SYSTEMS (ERRCS)

In-building radio communication enhancement systems also known as emergency responder radio coverage system (ERRCS) and public safety distributed antenna systems (DAS) are installed so that emergency service personnel like fire, paramedics, police, and other governmental agencies can communicate inside buildings and structures where service is weak. This is especially important in hard to reach places like underground parking structures, basements, stairwells, and elevators.

Our customers rely on our knowledge and experience in fire/life safety and in-building distributed radio coverage enhancement systems for evaluation, design, planning, city coordination, installation and maintenance. We have an experienced and talented team with the FCC certifications and prominent manufacturer's certifications.

Cosco DAS

EMERGENCY 2-WAY COMMUNICATION SYSTEMS

These systems provide emergency 2-way communication from a safe area such as an area of refuge to a constantly attended location to provide assistance in the event of an emergency.

Service & Inspection

The National Fire Protection Association (NFPA) mandates that Fire Life Safety systems in protected premises be tested regularly. In addition, local fire codes and insurance companies may require more frequent testing. Cosco Fire Protection's trained Service and Inspection teams can keep your Fire Life Safety systems working properly and in compliance with regular testing, inspection, and repair service to meet all required codes, municipal city regulations, and facility specifications.

Cosco Fire Protection also offers 24 hour central station monitoring for the constant management of your systems. The entire system is programmed to communicate with the appropriate authority, including our central station monitoring service, and your company representative, based on the type of trouble signal received. Cosco Fire Protection has experienced and qualified technicians to inspect, test, and service the following systems.

FIRE SPRINKLER SYSTEMS

Wet and Dry Fire Sprinkler and Pre-Action systems; Foam Systems; Standpipe systems; Hydrant and Underground Supplies; Fire Tanks; and Fire Pump systems.

FIRE ALARM SYSTEMS

Complex Addressable Fire Alarm and Signaling systems; Central Alarm Station; Detection testing for Duct, Smoke, Heat, CO, and flammable or toxic gases; Multi-Criteria and UV/IR detection; Aspirating systems; Leak Detection; Notification and Mass Notification system testing.

SPECIAL HAZARD SYSTEMS

Clean Agent/Gaseous & Dry Chemical Fire Suppression Systems. Foam Fire Suppression systems.

EMERGENCY RESPONDER RADIO COMMUNICATION SYSTEMS

Signal testing and evaluation of existing coverage of distributed antenna systems for emergency responder use in your facility.

EMERGENCY 2 WAY COMMUNICATION SYSTEMS

Testing and evaluation of in-building communication systems that communicate to an off-site emergency location for evacuation assistance.

EMERGENCY POWER & LIGHTING

Operational testing of Emergency Power and Lighting on a generator circuit or battery backup.

FIRE EXTINGUISHERS

Inspection, maintenance, testing, and certification of all types of hand held and wheeled fire extinguishers.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COSCO FIRE PROTECTION, INC. TO PROVIDE FIRE PREVENTION AND LIFE SAFETY SYSTEM SERVICES FOR A NOT-TO-EXCEED AMOUNT OF $150,000.

WHEREAS, the Facilities Division of the Engineering and Public Works Department currently maintains 26 facilities which include City Hall and Martin Luther King Jr Community Center, public library, the municipal pool, recreation centers, park restrooms, fire stations, a police station and warehouse, the ARTS Center, Nutrition Center, several historic buildings, as well as two sewer pump stations and two stormwater pump stations; and

WHEREAS, based on the need for fire suppression and life safety system services for the facilities citywide, staff requires the availability on-demand of qualified and certified persons specialized in fire prevention services to assist in coordinated and scheduled preventative maintenance efforts including, but not limited to, semi-annual and annual inspections of all fire extinguishers and fire sprinklers; inspections of kitchen hood systems and fire risers; certifications for all passing inspections; and backflow testing (the "Services"); and

WHEREAS, the City of National City ("City") has determined that Cosco Fire Protection, Inc. ("Cosco") is qualified by experience and training, and has the ability to provide the Services, having previously provided such services to the City; and

WHEREAS, based on the satisfactory services previously provide to the City by Cosco and their experience, expertise, and reliability providing such specialized fire suppression and life safety systems services, City staff recommends executing a two-year agreement with Cosco, with the option for three (3) one-year extensions, for a not-to-exceed amount of $150,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute a two-year agreement with Cosco Fire Protection, Inc. in a not-to-exceed amount of $150,000 to provide fire suppression and life safety system services, with the option for up to three (3) one-year extensions. The Agreement is attached to the Agenda Report as Exhibit A.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Planning**
Prepared by: **Martin Reeder, AICP – Asst. Director of Community Development**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Amendment of Chapter 18.29 of the National City Municipal Code to Add Regulations for the Mixed Use Overlay Zone.

RECOMMENDATION:
Initiate the Code Amendment.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On March 18, 2024, the Planning Commission Recommended that the City Council Adopt the Ordinance Amending Title 18 of the Municipal Code.

EXPLANATION:
The Focused General Plan Update adopted in June of this year included a new zoning overlay district (Mixed-Use Overlay), which applies to the area around East 17th Street and on Roosevelt Area west of the Mile of Cars District (see attached Exhibit A). As part of the adoption of amendments to Title 18 of the Municipal Code, a new chapter was created, reviewed, and vetted by staff that included the regulations for the Mixed-Use Overlay. However, it was not included in the final agenda packet that went to Planning Commission and City Council due to a clerical error. To that end, staff is requesting that the City Council initiate a follow-up Code amendment so that the new chapter can be added to the Zoning Code as originally intended. The draft language is attached as Exhibit B. Once initiated, the amendment will be scheduled for a public hearing with the Planning Commission. The Commission will then make a recommendation to the City Council.

FINANCIAL STATEMENT:
Not applicable

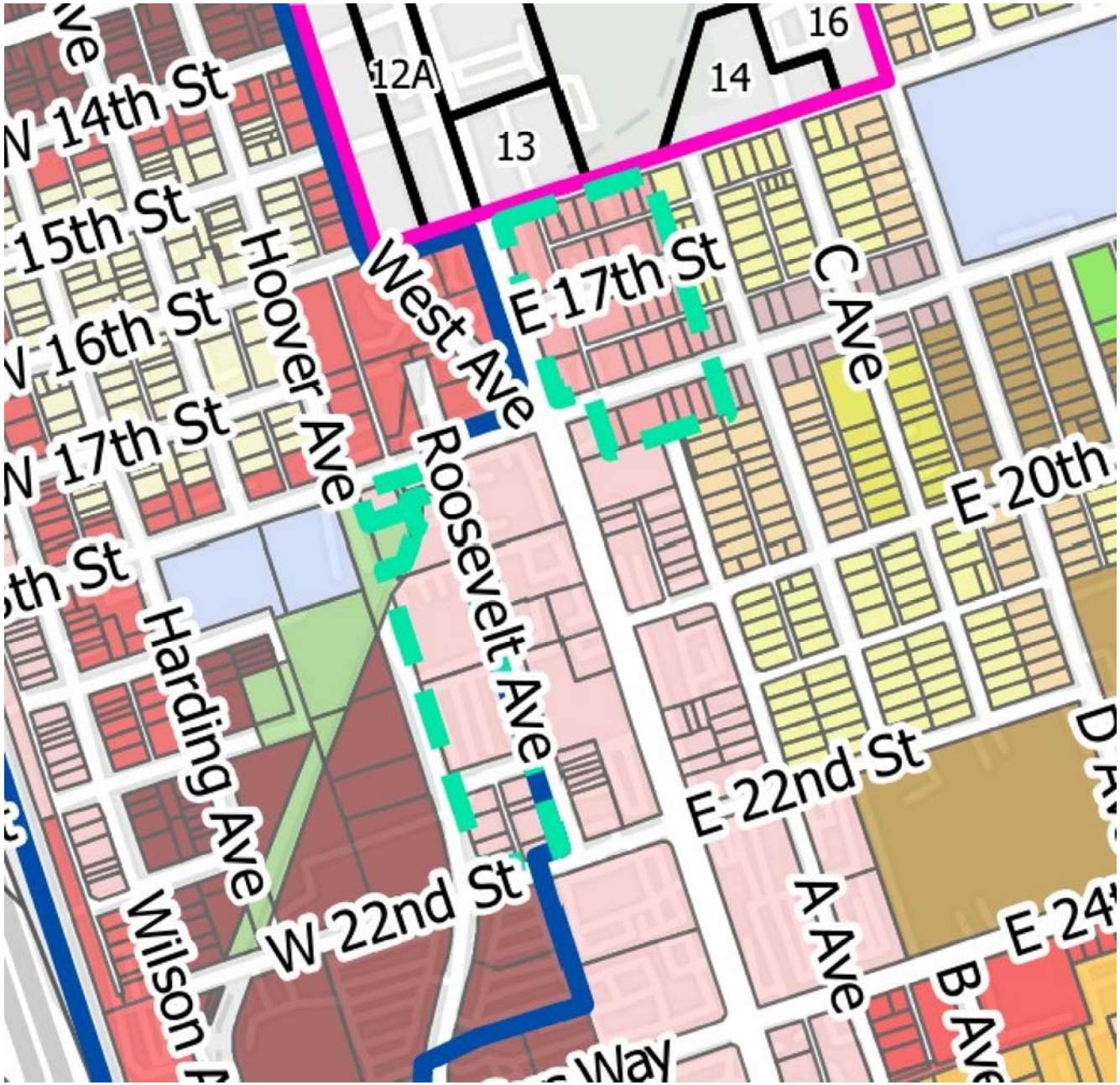
RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

ENVIRONMENTAL REVIEW:
A Final Supplemental Program Environmental Impact Report and Mitigation Monitoring and Reporting Program for the City of National City Focused General Plan Update was approved at the March 19, 2024 Council meeting.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Mixed-Use Overlay Area
Exhibit B – Amended NCMC Chapter 18.29.07


16
12A
14
13
N 14th St
15th St
W 16th St
N 17th St
th St
Hoover Ave
West Ave
E 17th St
C Ave
E 20th
Roosevelt Ave
Harding Ave
Wilson
W 22nd St
E 22nd St
A Ave
B Ave
E 24
Way

18.29.70 Mixed-use overlay zone (MU).

A. Purpose. The purpose of the MU overlay zone is to facilitate progress towards an integrated land use pattern where housing is well-supported by services and amenities and create a better transition over time to surrounding residential neighborhoods. This overlay allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

B. Applicability. When any property bears on the zoning map of the city, in addition to its zone designation, the symbol MU, the provisions of this section shall apply.

C. Permitted Uses.

1. The uses permitted in the MU overlay zone are listed in Appendix A of the Westside Specific Plan.

D. Development Standards.

1. The development standards established in Section 18.23.030 for the MCR-1 zone shall apply to the MU overlay zone.

DRAFT

AGENDA REPORT

Department: City Attorney's Office
Prepared by: Barry J. Schultz, City Attorney
Meeting Date: Tuesday, September 17, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Approval of a Settlement Agreement between Sophia Bhandari, Sierra Wilson and Tony Philip Wilson and the City of National City.

RECOMMENDATION:
Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Approving the Settlement Agreement between Sophia Bhandari, Sierra Wilson and Tony Philip Wilson and the City of National City."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On September 20, 2021, Plaintiffs Sophia Bhandari, Sierra Wilson and Tony Philip Wilson ("Plaintiffs") filed a lawsuit against the City of National City ("City") and National City Police Officers regarding the alleged wrongful death of Tony Garza Wilson. The suit is titled Bhandari v. City of National City, United States District Court for the Southern District of California, Case Nos. 3:21-cv-01652-BTM-MDD, 3:21-cv-01652-BTM-DEB, AND 3:21-cv-01652-GPC-DEB. On June 18, 2024, the City Council convened in Closed Session and voted unanimously to approve a settlement of $350,000. On July 23, 2024, Plaintiffs executed a Settlement Agreement agreeing to resolve the Litigation.

FINANCIAL STATEMENT:
The payment will be charged to the Liability Insurance Fund in account #627-10-15-15600-7432.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Settlement Agreement
Exhibit B – Resolution

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE SETTLEMENT AGREEMENT BETWEEN SOPHIA BHANDARI, SIERRA WILSON, TONY PHILIP WILSON AND THE CITY OF NATIONAL CITY.

WHEREAS, on September 20, 2021, Plaintiffs Sophia Bhandari, Sierra Wilson, and Tony Philip Wilson ("Plaintiffs") filed a lawsuit against the City of National City ("City") and National City Police Officers regarding the alleged wrongful death of Tony Garza Wilson.

WHEREAS, Plaintiffs brought the suit in the United States District Court for the Southern District of California; and

WHEREAS, the suit is titled Bhandari v. City of National City, United States District Court for the Southern District of California, Case Nos. 3:21-cv-01652-BTM-MDD, 3:21-cv-01652-BTM-DEB, and 3:21-cv-01652-GPC-DEB ("Litigation"); and

WHEREAS, in Closed Session on June 18, 2024, the City Council, by the following votes: Yeas, 5; Nays, 0; Absent, 0; authorized settlement on the Litigation for $350,000.00 and according to such other terms more fully outlined in the Settlement Agreement; and

WHEREAS, on July 23, 2024, Plaintiffs executed a Settlement Agreement agreeing to resolve the Litigation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: Approves the Settlement Agreement and authorizes the City Manager to pay the sum of three hundred fifty thousand ($350,000.00) from the Liability Insurance Fund (Fund No. 627), in settlement of each and every claim for damages, interest, costs, and fees of any type against the City of National City, its agents and employees, arising from the Litigation filed by Plaintiffs.

Section 2: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims (hereinafter "Agreement") is made and entered into as of July 23, 2024, by and between Plaintiffs SOPHIA BHANDARI, individually and as Successor in Interest to TONY GARZA WILSON, SIERRA WILSON, and TONY PHILIP WILSON (collectively "Plaintiffs") and Defendants CITY OF NATIONAL CITY, OFFICER JONATHAN TAYLOR, OFFICER EVAN DAVIS, and CORPORAL CHARLES STEVENS (collectively "Defendants"). Hereinafter, Plaintiffs and Defendants will be collectively referred to as "Parties," or individually as a "Party."

RECITALS

On September 20, 2021, Plaintiffs filed a Complaint alleging a series of civil rights violations related to the death of TONY GARZA WILSON. Specifically, Plaintiffs alleged four causes of action for: (1) 42 U.S.C. § 1983, Individual Liability, Survival, (2) 42 U.S.C. § 1983, Individual Liability, Wrongful Death, (3) 42 U.S.C. § 1983, Individual Liability, Fourteenth Amendment, and (4) 42 U.S.C. § 1983, Municipal Liability. The case was filed in the United States District Court for the Southern District of California as Case Numbers 3:21-cv-01652-BTM-MDD, 3:21-cv-01652-BTM-DEB, and 3:21-cv-01652-GPC-DEB.

This Agreement is in full accord and satisfaction of said action and any and all disputed claims that may arise out of said incident, and the payment of the sums detailed below is not an admission of liability by any party but is in compromise of disputed claims.

AGREEMENT

1.0 Release and Discharge

1.1 In consideration for the payments detailed below, each Party, and their assignees, fully and forever release and discharge every other Party from any and all actions, causes of action, claims, demands, damages, liabilities, costs, attorney's fees, expenses, compensation and worker's compensation benefits by reason of any damages, general or special, or injury or injuries sustained on account of or any way arising out of the incident described and set forth in the operative Complaint in the above-described lawsuit and which occurred on or about September 29, 2019.

1.2 This Agreement is intended as a full and complete release and discharge of all claims that the Parties may have by reason of the incident set forth in the operative Complaint in the above-described action. In consideration for the payment detailed below, the Parties do hereby release and discharge each and every other Party, including each such Party's assignees, agents, servants, successors, worker's compensation carriers, lien holders, insurers, attorneys, and all others claiming through them from any and all liability of any nature related to the above-described incident, specifically including, but not limited to, all costs and expenses each such Party may have

incurred, including, but not limited to, attorney's fees. This Agreement shall be a fully-binding and complete agreement among the Parties, and their respective heirs, assigns and successors.

1.3 Each Party also hereby releases and discharges each other from all consequences, effects and results of the incident set forth in the Complaint and the resulting damages. Further, all rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. The Parties understand that Section 1542 of the Civil Code provides as follows:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

1.4 This Agreement is the result of arms-length negotiations. All Parties represent and warrant to the others that the persons executing this Agreement on behalf of such Party are duly and fully authorized to do so, that each Party, where applicable, is acting pursuant to the power and authority granted by its respective principals and that no further approvals are required to be obtained from any person or entities.

1.5 The Parties further declare and represent that no promise, inducement, or agreement not herein expressed has been made and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not mere recital.

1.6 Plaintiffs further declare that, in exchange for the payment detailed below, Plaintiffs are solely responsible to satisfy all existing, outstanding, or future liens (including Medicare or Medical liens) associated with this action, and to release, hold harmless, and indemnify Defendants and the Defendants' counsel from responsibility to satisfy any such lien, if one now or hereafter ever exists.

2.0 **Consideration**

Plaintiffs have agreed to dismiss the Defendants from this matter, with prejudice, in exchange for payment of THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000). Defendants shall deliver said payment to Plaintiffs' attorneys (Law Offices of Dale K. Galipo Client Trust Account) within thirty (30) days of the full execution of the Agreement. Within seven (7) days of the full execution of this Agreement, Plaintiffs shall send Defendants' Counsel (Devaney Pate Morris & Cameron, LLP) an executed Joint Motion to Dismiss with Prejudice, to hold in trust for joint filing after payment has been issued and cleared.

3.0 **Attorney's Fees**

Each Party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the Agreement, the matters and documents referred to herein, and all related matters.

4.0 **Representation of Comprehension of Document**

In entering into this Agreement, Plaintiffs represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice; that the terms of this Agreement have been completely read and explained by their attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted by Plaintiffs.

5.0 **Warranty of Capacity to Execute Agreement**

Plaintiffs represent and warrant that no other person or entity has, or has had, any interest in the liens, claims, demands, obligations, or causes of action referred to in this Agreement; that Plaintiffs have the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and that Plaintiffs have not sold, assigned, transferred, conveyed or otherwise disposed of any of the liens, claims, demands, obligations or causes of action referred to in this Agreement.

6.0 **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

7.0 **Additional Documents**

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

8.0 **Entire Agreement and Successors in Interest**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth in the operative Complaint and shall be binding upon and inure to the benefits of the executors, administrators, personal representatives, heirs, successors and assigns of each Party.

9.0 **Effectiveness**

This Agreement shall become effective immediately following execution by each of the Parties.

10.0. **Dismissals / Signatures**

This Agreement may be signed in counterparts, which when taken together, shall constitute one and the same instrument. An electronic signature has the full force and effect as an original. Upon execution, the Parties to this Agreement hereby direct their attorneys of record to forthwith dismiss this action in its entirety, with prejudice, consistent with the foregoing provisions.

11.0 **Interpretation**

This Agreement is to be interpreted without regard to the draftsman. The terms and intent of this Agreement, with respect to the rights and obligations of all parties identified in this document, shall be interpreted and construed on the express assumption that all parties participated equally in its drafting.

THE UNDERSIGNED HAS READ THE ABOVE AND FULLY UNDERSTANDS IT TO BE A FULL AND FINAL RELEASE OF ALL CLAIMS.

Plaintiff: SOPHIA BHANDARI

Signed: [redacted]
By: Sophia L. Bhandari
Date: 07 / 24 / 2024

Plaintiff: SIERRA WILSON

Signed: [redacted]
By: Sierra Wilson
Date: 07 / 24 / 2024

Plaintiff: TONY PHILIP WILSON

Signed: [redacted]
By: Tony P. Wilson
Date: 07 / 24 / 2024

Defendant: CITY OF NATIONAL CITY

Signed: _____
By: _____
Date: _____

Defendant: JONATHAN TAYLOR

Signed: _____
By: _____
Date: _____

Defendant: EVAN DAVIS

Signed: _____
By: _____
Date: _____

Defendant: CHARLES STEVENS

Signed: _____
By: _____
Date: _____

APPROVED AS TO FORM

Attorney for Plaintiffs: Emily E. Howe, Esq.

Signed: [redacted]
By: Emily E. Howe
Date: 07 / 24 / 2024

Attorney for Defendants: William C. Pate, Esq.

Signed: _____
By: _____
Date: _____

AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Martha Juarez, Assistant Director of Engineering and Public Works
Meeting Date: Tuesday, September 17, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Awarding a Contract to Palm Engineering Construction Company, Inc. for the 16th Street and M Avenue Storm Drain Replacement Project, CIP No. 24-12.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Palm Engineering Construction Company, Inc. in the Not-to-Exceed Amount of $346,500 for the 16th Street and M Avenue Storm Drain Replacement Project, CIP No. 24-12; 2) Authorizing a 15% Contingency in the Amount of $51,975 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation in the Amount of $398,475 in the Storm Response Contracted Services Account."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On January 22, 2024, San Diego County experienced a catastrophic rainstorm event (Storm Event) that was considered a "1 in a 1,000-year event" by the United States Geological Survey (USGS). After the Storm Event, the City of National City (City) and other cities within San Diego County declared a state of emergency and deployed City crews to clear debris and assess the severity of damage to homes, businesses and City infrastructure. On January 23, 2024, the Governor of California issued an Emergency Proclamation (Proclamation) to provide support in the response and recovery efforts from the Storm Event and to secure funding (CDAA-2024-04). Subsequent to this Proclamation, the California Office of Emergency Services (CalOES) announced that funding would be available for certain qualified storm-related emergency and permanent repairs, for up to 75% of the cost incurred by the City. Staff has submitted the initial required documentation to CalOES for the storm damage experienced within the City and expects that this project will qualify for reimbursement under that process.

The Storm Event significantly impacted critical City infrastructure, including damage to the City's storm drain system on 16th Street near M Avenue, resulting in a sink hole in 16th Street. The condition was identified in the weeks following the storm and immediately stabilized. City staff, supported by on-call consultants, completed the evaluation and design to permanently repair the sink hole and replace approximately 160 feet of failed storm drain pipe, which consisted of a 36" diameter corrugated metal pipe (CMP). The new installation will consist of reinforced concrete pipe (RCP), which meets current industry standards.

On July 19, 2024, a bid solicitation for this project was posted on PlanetBids, a free public electronic bidding system for contractors. On July 19, 2024 and July 26, 2024, the bid solicitation was advertised in the local newspaper.

On August 13, 2024, two (2) bids were received by the 1:00 p.m. deadline. Palm Engineering Construction Co. was the apparent lowest bidder with a total bid amount of $346,500. Upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of $346,500 and authorizing a 15% contingency in the amount of $51,975 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet (Exhibit A) and a line-item summary of the two lowest bidders for reference (Exhibit B). The Owner-Contractor Agreement is also attached (Exhibit C).

Once the work is completed, staff will submit the remaining documentation and invoices required by CalOES for eligible reimbursement.

FINANCIAL STATEMENT:
If approved, appropriations for the contract award of $398,475 would be added to the FY 2025 General Fund budget in Expenditure Account 100-10-19-19900-7299- Storm Emergency Response Contracted Services. Up to 75% of the costs for this project are expected to be eligible for reimbursement by CalOES, but reimbursement is not guaranteed.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Bid Opening Summary
Exhibit B – Two Lowest Bidders Summary
Exhibit C – Owner-Contractor Agreement
Exhibit D – Resolution

BID OPENING SUMMARY

NAME: **16th and M Avenue Storm Drain Replacement**
CIP NO: **24-12**
DATE: **August 13, 2024**
TIME: **1:00 P.M.**
ESTIMATE: **$320,000**
PROJECT ENGINEER: **Dennis Davies, P.E.**

No	Bidder's name	Bid Amount	Bid Security
1	Palm Engineering Construction Co. 7330 Opportunity Rd, Suite A San Diego, California 92111	$346,500	Bond
2	DB Pipeline Inc. 1325 Pipeline Drive Vista, California 92081	$487,000	Bond

EXHIBIT B

CONTRACT PRICE

16th and M Ave. Storm Drain Replacement (CIP No. 24-12)							
Item No.	Description	Unit	Qty.	Palm Engineering Construction		DB PIPELINE INC.	
Base Bid - Mann Ave - Beta Street to Alpha Street							
1	Mobilization	LS	1	$15,000	$15,000	$60,000	$60,000
2	Site Demolition	LS	1	$23,000	$23,000	$22,000	$22,000
3	Traffic Control	LS	1	$15,000	$15,000	$30,000	$30,000
4	Storm Water Control	LS	1	$10,000	$10,000	$8,000	$8,000
5	Construction Surveying	LS	1	$8,000	$8,000	$5,000	$5,000
6	New A-4 Clean out (V-Depth +/- 11")	EA	1	$25,000	$25,000	$36,000	$36,000
7	Remove and Replace Existing 36" CMP with 36" RCP (2000D)	LF	160	$750	$120,000	$1,000	$160,000
8	Pipe connection and Modification to existing A-4 Cleanout	LF	70	$750	$52,500	$250	$17,500
9	Winged Head Wall - Regional Std. Drawing (D-36)	EA	1	$6,000	$6,000	$27,000	$27,000
10	AC Trench Restoration - 16th Street	LF	125	$120	$15,000	$160	$20,000
11	6" PCC Curb and Gutter Type G (RSD G-2)	LF	100	$80	$8,000	$265	$26,500
12	PCC Sidewalk (RSD G-7)	SF	500	$20	$10,000	$55	$27,500
13	PCC Pedestrian Ramp (RSD G-27A)	LS	1	$9,000	$9,000	$22,500	$22,500
14	Property Preservation including traffic Striping	LS	1	$30,000	$30,000	$25,000	$25,000
			Total		**$346,500.00**		**$487,000.00**

OWNER - CONTRACTOR AGREEMENT

16th and M Ave Storm Drain Replacement, CIP No. 24-12

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and Palm Engineering Construction Co. ("Contractor"), 7330 Opportunity Rd., Ste A, San Diego, California 92111 on the _____ day of September, 2024, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

> "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

_____ (Initial) _____ (Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Ron Morrison
Mayor, City of National City

Attest:

Shelley Chapel
City Clerk, City of National City

Contractor:

(Owner/Officer signature)

Print name and title

(Second officer signature if a corporation)

Print name and title

Contractor's City Business License No.

State Contractor's License No. and Class

Business street address

City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

Description	Unit of Measure	Quantity	Item Unit Price	Bid Item Cost
Mobilization	LS	1	$15,000.00	$15,000.00
Site Demolition	LS	1	$23,000.00	$23,000.00
Traffic Control	LS	1	$15,000.00	$15,000.00
Storm Water Control	LS	1	$10,000.00	$10,000.00
Construction Surveying	LS	1	$8,000.00	$8,000.00
New A-4 Clean out (V-Depth +/- 11")	EA	1	$25,000.00	$25,000.00
Remove and Replace Existing 36" CMP with 36" RCP (2000D	LF	160	$750.00	$120,000.00
Pipe connection and Modification to existing A-4 Cleanout	LF	70	$750.00	$52,500.00
Winged Head Wall - Regional Std. Drawing (D-36)	EA	1	$6,000.00	$6,000.00
AC Trench Restoration - 16th Street	LF	125	$120.00	$15,000.00
6" PCC Curb and Gutter Type G (RSD G-2)	LF	100	$80.00	$8,000.00
PCC Sidewalk (RSD G-7)	SF	500	$20.00	$10,000.00
PCC Pedestrian Ramp (RSD G-27A)	LS	1	$9,000.00	$9,000.00
Property Preservation including traffic Striping	LS	1	$30,000.00	$30,000.00
Total Contract Price			Total	**$346,500.00**

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____

_____ (Notary Seal)

known to me to be _____of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____

(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO PALM ENGINEERING CONSTRUCTION COMPANY, INC. IN THE NOT-TO-EXCEED AMOUNT OF $346,500 FOR THE 16TH STREET AND M AVENUE STORM DRAIN REPLACEMENT PROJECT, CIP NO. 24-12; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $51,975 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 4) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION IN THE AMOUNT OF $398,475 IN THE STORM RESPONSE CONTRACTED SERVICES ACCOUNT.

WHEREAS, on January 22, 2024, San Diego County experienced a significant rainstorm event ("Storm Event") that was considered a "1 in a 1,000-year event" by the United States Geological Survey; and

WHEREAS, the City of National City ("City") and other cities within San Diego County declared a state of emergency and deployed City crews to clear debris and assess the severity of damage to homes, businesses and City infrastructure; and

WHEREAS, on January 23, 2024, the Governor of California issued an Emergency Proclamation ("Proclamation") to provide support in the response and recovery efforts from the Storm Event and to secure funding (CDAA-2024-04); and

WHEREAS, subsequent to the Proclamation, the California Office of Emergency Services announced that funding would be available for certain qualified storm-related emergency and permanent repairs, for up to 75% of the cost incurred; and

WHEREAS, the Storm Event significantly impacted critical City infrastructure, including damage to the City's storm drain system on 16th Street at M Avenue, resulting in a sink hole at 16th Street; and

WHEREAS, the 16th Street and M Avenue Storm Drain Replacement Project, CIP No. 24-12 (the "Project") will permanently repair the sink hole and replace approximately 160 feet of failed 36" CMP storm drain pipe; and

WHEREAS, on July 19, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on July 19th and July 26th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on August 13, 2024, two (2) bids were received by the 1:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid in the total bid amount of $346,500 was deemed responsive and the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of $346,500 for the 16th Street and M Avenue Storm Drain Replacement Project, CIP No. 24-12; 2) authorizing a 15% contingency in the amount of $51,975 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) establishing an appropriation in the amount of $398,475 in the Storm Response Contracted Services account for the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute the contract with Palm Engineering Construction Company, Inc. in the not-to-exceed amount of $346,500 for the 16th Street and M Avenue Storm Drain Replacement Project, CIP No. 24-12.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $51,975 for any unforeseen changes.

Section 3: That the City Council authorizes the establishment of an appropriation in the amount of $398,475 in the Storm Response Contracted Services account.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Walter Amedee, Emergency Manager**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
9th AMR Agreement Extension

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Authorizing the Mayor to Execute the Ninth Amendment to the Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc. to Continue to Provide Basic and Advanced Life Support Ambulance Transportation Services Effective from September 1, 2024 through August 31, 2025."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City's Ambulance Services Agreement with American Medical Response Ambulance Services, Inc. (AMR) was approved by the City Council on June 20, 2006. The Agreement has been amended eight times over the years. Fire Department staff are recommending a ninth amendment to the current agreement. AMR has met all the eligibility requirements for an extension of the Agreement. This 9th Amendment would extend the current Agreement starting September 1, 2024, through August 31, 2025, with the possibility for a one-year extension (Option Period). Upon mutual agreement to extend, all base and ancillary charges on Schedule B.1 will increase by 5% effective the first day of the Option Period. The base rates and ancillary charges shown in Schedule B.1 for the September 1, 2024 through August 1, 2025 period are unchanged from those currently in effect.

FINANCIAL STATEMENT:
Franchise Fee Payments in the amount of $318,023 for FY2024-25 will be made to the City by AMR. This is the same amount that was paid in FY2023-24.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Agreement
Exhibit B - Resolution

NINTH AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.

This Ninth Amendment to the Agreement By and Between the City of National City and American Medical Response Ambulance Service, Inc. ("Ninth Amendment") is entered into this 17th day of September 2024, by and between the City of National City ("CITY") and American Medical Response Ambulance Service, Inc., ("AMR").

RECITALS

A. WHEREAS, on June 20, 2006, CITY and AMR entered into an agreement entitled "Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc." as has been amended from time-to-time by those First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth amendments (collectively, the "Agreement"); and

B. WHEREAS, AMR has met all of the eligibility requirements for an extension of the Agreement as set forth in Section VI, Subsection E.1; and

C. WHEREAS, the Parties wish to make certain changes to the Agreement as set forth below; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived therefrom, CITY and AMR agree as follows:

1. Section VI, Subsection E.1 is amended with the term of the Agreement being extended for an additional one year from the time the current Agreement expires on September 1st, 2024.

2. Section II, Subsection A.11(d) is amended by modifying the Franchise Fee Payments as follows:

Actual	Estimate
FY 2023-24	FY 2024-25
$318,023	$318,023

3. The parties agree that there shall be a mutual option for a one-year extension covering the time period between September 1st, 2025, and September 1st, 2026 "Option Period". Should the parties mutually agree to extend the term of this contract for the Option Period, both parties shall certify that desire in writing no later than 90 days prior to the beginning of the Option Period.

4. Should the parties mutually agree to the Option Period, all base and ancillary charges on Schedule B.1 shall increase by 5% effective the first day of the Option Period.

5. The parties further agree that with the foregoing exceptions, each and every term and provision of the Agreement by and between the CITY and AMR, dated June 20, 2006, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Ninth Amendment to be executed the day and year first herein set forth.

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.

By: _____
Edward B. Van Horne
President & CEO

APPROVED AS TO FORM:

By: _____
Barry J. Schultz, City Attorney

Schedule B.1

Procedure code	9/1/24 – 9/1/25	Option Period*
1151 - ALS EMERGENCY BASE RATE	3,898.00	4092.9
1152 - ALS LEVEL 2	4,541.51	4768.5855
1251 - BLS EMERGENCY BASE RATE	2,066.00	2169.3
2151 - MILEAGE	125	131.25
1111 - TREAT NO TRANSPORT	760.14	798.147
3001 - OXYGEN	271.06	284.613
3008 - HOT PACK	30.7	32.235
3040 - 4X4 STERILE	8.24	8.652
3042 - ABDOMINAL PAD	8.6	9.03
3044 - ACE WRAP	24.12	25.326
3046 - ARMBOARD	22.38	23.499
3048 - BED PAN	32	33.6
3050 - BITE STICK	16.76	17.598
3051 - SMARTCAPNOLINE PEDIATRIC	65.62	68.901
3052 - BODILY WASTE DISP BAG	7.4	7.77
3053 - SMARTCAPNOLINE PLUS ADULT	76.56	80.388
3058 - BULB SYRINGE	28.76	30.198
3062 - BAG VALVE MASK DISP UNIT	363.96	382.158
3072 - CATHETER/INTERCATH NEEDL	48.46	50.883
3074 - CERVICAL COLLAR	387.96	407.358
3076 - CHUX	9.6	10.08
3078 - COLD PACK	32.86	34.503
3086 - CARDBOARD SPLINT	38.6	40.53
3088 - CPR STAT PADS ADULT	17.12	17.976
3092 - DEFIB COMBO PADS	155.94	163.737
3093 - ELECTRODES QUICK COMBO PEDS	156.72	164.556
3094 - DISP BLANKET	120.46	126.483
3096 - DISPOSABLE LINEN	32.86	34.503
3102 - ELECTRODE SET	35.72	37.506
3104 - EMESIS BASIN	5	5.25
3106 - ADDITIONAL ETT	63.9	67.095
3112 - FILTER LINE REG-ADULT/PED	38.78	40.719
3113 - BACTERIAL FILTER LTV VENT	21.78	22.869

3115 - FLTRLN SET W/AIRWAY ADAPTER	52.48	55.104
3118 - HUMIDIFIER W/ADAPTER	73.54	77.217
3119 - BAG ASSIST NEBULIZER	47.54	49.917
3120 - HYPODERMIC NEEDLE	3.44	3.612
3121 - PEDIATRIC NEBULIZER	10.76	11.298
3124 - INFECTIOUS PRECAUTIONARY SRVC	245.08	257.334
3126 - INTUBATION	593.42	623.091
3130 - ISOLATION MASK	32.86	34.503
3132 - ISOLATION SUIT/KIT	219.04	229.992
3140 - KERLIX ROLL	34.54	36.267
3142 - LANCETS	1.66	1.743
3152 - MULTI TRAUMA DRESSING	62	65.1
3154 - NASAL CANNULA	14.7	15.435
3162 - NASAL PHARNGEAL AIRWAY	98.32	103.236
3168 - NON-REBREATHER MASK	46.18	48.489
3170 - OB KIT	233.12	244.776
3172 - ORAL PHARTNGEAL AIRWAY	32.54	34.167
3186 - PREP RAZOR	13.06	13.713
3190 - SKULL CAP	6.72	7.056
3192 - SOFT RESTRAINTS	80.48	84.504
3194 - STERILE WATER	41.08	43.134
3196 - GLOVES STERILE	14.7	15.435
3198 - STYLETTE/BOUGIE	126.2	132.51
3200 - SYRINGE	19.24	20.202
3204 - TAPE ADHESIVE	6.64	6.972
3208 - TRIANGULAR BANDAGE	34.08	35.784
3212 - TUBE TAMER	103.92	109.116
3214 - URINAL	18.88	19.824
3218 - VASELINE GAUZE	28.76	30.198
3220 - WASH BASIN DISP	19.68	20.664
3226 - NEBULIZER SETUP	40.82	42.861
3228 - SALEM SUMP TUBE	83.56	87.738
3234 - EKG STRIP	43.88	46.074
34626 - HEMOSTATIC GAUZE	226.54	237.867
36220 - EZ IO SUPPLY	364.42	382.641
4000 - ACTIVATED CHARCOAL	236.02	247.821
4002 - ADDITIONAL 250CC IV BAG	30.36	31.878

4004 - ADENOSINE	273.74	287.427
4005 - ALBUTEROL	58.24	61.152
4008 - AMIODARONE	20.64	21.672
4009 - ASPIRIN	7.62	8.001
4010 - ATROPINE MULTIDOSE VIAL	180.14	189.147
4012 - ATROPINE PLS	100.56	105.588
40120 - ACETAMINOPHEN	317.06	332.913
4013 - ATROVENT	4.22	4.431
4014 - BENADRYL	99.72	104.706
4015 - BENZOIN SWABS	6.28	6.594
4018 - CALCIUM CHLORIDE	100.56	105.588
4019 - D5W 250CC	8.52	8.946
4024 - EPINEPHRINE 1 10000 PLS	100.56	105.588
4025 - EPINEPHRINE 1 1000 AMP	39.82	41.811
4027 - EXTRA 1000CC BAG	27.36	28.728
4028 - GLUCAGON	453.2	475.86
4029 - INSTA-GLUCOSE	36.7	38.535
4036 - IV SET-UP 1000CC	231.98	243.579
4037 - IV SET-UP 250CC	233.76	245.448
4042 - LIDOCAINE PLS	113.02	118.671
4049 - NARCAN	284.46	298.683
4052 - NITROGLYCERIN .4MG TAB	50.36	52.878
4053 - NORMAL SALINE	29.56	31.038
4057 - SODIUM BICARBONATE 10MEQ	105.24	110.502
4061 - VERSED	81.46	85.533
40613 - FENTANYL 50MCG/ML Vial 2ML	0.9	0.945
4062 - DEXTROSE 50% 50ML	100.56	105.588
4063 - ZOFRAN INJECTION	115.34	121.107
4064 - ZOFRAN ORAL	115.34	121.107
4066 - AMIODARONE SET-UP	85.5	89.775
41770 - KETAMINE	18.64	19.572
4673 - SODIUM CHLOR, SYR/12ML 0.9 10ML	4.86	5.103
5002 - BANDAGE SERVICE	167.56	175.938
5004 - BVM TO NEBULIZER ADAPTER	14.7	15.435
5005 - END TIDAL C02 MONITOR	272.98	286.629
5006 - CPR SERVICE	308.54	323.967

5009 - GLUCOMETER PROCEDURE	127.78	134.169
5016 - EKG MONITORING PROCEDURE	171.78	180.369
5018 - OB DELIVERY PROCEDURES	623.42	654.591
5020 - RESTRAINT PROCEDURES	164.22	172.431
5021 - SPLINTING SERVICE	191.9	201.495
5022 - SPINAL PRECAUTION SERVICE	746.86	784.203
5023 - SUCTIONING PROCEDURES	290.76	305.298
5041 - PORTABLE WARMER	295.62	310.401
5044 - PULSE OXIMETRY	136.88	143.724
5050 - TRACTION SPLINT	375.62	394.401
5052 - CONTINUOUS POSITIVE AIRWAY PRE	897.48	942.354
5607 - PACING EXTERNAL PROCEDURE	308.54	323.967
56220 - EZ IO PROCEDURE	308.54	323.967
6001 - ADDITIONAL ATTENDANT	2,396.92	2516.766
6004 - PRESSURE INFUSION BAG	57.64	60.522
6024 - PEEP VALVE	144.9	152.145

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE NINTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. TO CONTINUE TO PROVIDE BASIC AND ADVANCED LIFE SUPPORT AMBULANCE TRANSPORTATION SERVICES EFFECTIVE FROM SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025

WHEREAS, on June 20, 2006, the City of National City (City) and American Medical Response Ambulance Service, Inc (AMR) entered into an agreement entitled "Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc." as has been amended from time-to-time by those First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth amendments (collectively, the "Agreement"); and

WHEREAS, AMR has met all the eligibility requirements for an extension of the Agreement as set forth in Section VI, Subsection E.1; and

WHEREAS, the National City Fire Department is seeking an extension of the Agreement effective September 1, 2024, through August 31, 2025 with the possibility for a further one-year extension from September 1, 2025 through August 31, 2026 (the "Option Period"); and

WHEREAS, the ninth amendment to the agreement maintains the existing base rates and ancillary charges as are currently in effect; and

WHEREAS, should the parties mutually agree to the 'Option Period," all base and ancillary charges will increase by 5% effective the first day of the Option Period as shown in Schedule B.1 of the ninth amendment to the agreement; and

WHEREAS, AMR will make franchise fee payments to the City in fiscal year 2024-25 in the same amount as in fiscal year 2023-24 ($318,023).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute the Ninth Amendment to the Agreement with American Medical Response Ambulance Service, Inc., attached to the Agenda Report as Exhibit A, to continue to provide basic and advanced life support ambulance transportation services effective September 1, 2024, through August 31, 2025.

Section 2. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Police Department**
Prepared by: **Ronald Gutlay, Management Analyst II**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Consultant Contract to Provide Police Service Police Officer's Standards and Training ("P.O.S.T.") Certified Canine, Basic Course / Academy Trainings and Weekly Maintenance in Patrol Work for Police Service Dogs ("K9's") and Their Handlers.

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with MAN-K9 Inc. to Provide Basic Course/Academy Training and Weekly Training for Police Service Dogs and Their Handlers, in a Not-to-Exceed amount of $22,080 for the First Year."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Police Department is in need of services that will provide basic course / academy training and weekly training for K9's and their handlers to meet P.O.S.T. certified training. Man-K9, Inc. is a qualified California Police Officer's Standards and Training (P.O.S.T.) certified police service dog training company, and is the only company in San Diego County that holds a Drug Enforcement Agency license. Man-K9, Inc. is qualified by experience and ability to perform the services desired by the Department and has previously provided such services to the City to the satisfaction of the Department.

Man-K9, Inc. will provide K9 training services as set forth in Exhibit "A" including, but not limited to, monthly maintenance training in patrol work for all National City Police Department K9s and their handlers. Maintenance training in patrol work shall occur on a weekly basis for at least four (4) hours per week. The agreement will be for an initial two-year term, with three option years to follow. The cost for the first year of the agreement will be $22,080 ($1,840 per month). Man-K9, Inc. may submit updated rates for the second year of the agreement and for each of the three option years. The City Manager's approval in writing will be required for any time extensions.

FINANCIAL STATEMENT:
If approved, the cost for the first year will be $22,080. Appropriations for of this contract are included in the FY25 Police Department Budget in General Fund account 100-70-21-21100-7259 K-9 Care and Supplies. Subsequent year costs will be dependent upon rates mutually agreed to by the City and Man-K9, Inc.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A -- MAN K9 INC Standard Agreement
Exhibit B -- Resolution

AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
MAN-K9 INC.

THIS AGREEMENT is entered into on this 1st day of July, 2024 by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and MAN-K9 INC., a California corporation ("CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a consultant to provide police service Police Officer's Standards and Training ("P.O.S.T") certified canine, basic course / academy training and weekly maintance training in patrol work for police service dogs ("K9's") and their handlers.

WHEREAS, the CITY has determined that the CONSULTANT is a qualified California P.O.S.T certified police service dog training company and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide basic course / academy training and weekly training for K9's and their handlers to meet P.O.S.T certified training, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective July 1, 2024. The duration of this Agreement is from the effective date through June 30, 2026. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The parties may exercise up to three (3) one-year extensions. Any time extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONSULTANT will provide K9 training services as set forth in Exhibit "A" including, but not limited to, monthly maintenance training in patrol work for all National City Police Department K9s and their handlers. Maintenance training in patrol work shall occur on a weekly basis for at least four (4) hours per week. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** The National City Police K9 Lieutenant hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Manuel Villanueva thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and, also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed $22,080.00 for the first year of the Agreement (through June 30, 2025). The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "A". At least thirty (30) days prior to July 1st of each year of the Agreement, CONTRACTOR may submit an updated Exhibit "A" to the CITY with new rates on an annual basis. Any such increased rates shall be effective July 1st of the following year of the Agreement. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

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

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the

CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

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

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 15, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

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

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

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely prescribed by this Agreement.

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

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

12. **STANDARD OF CARE.**

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

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

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes, or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes, or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **DRUG FREE WORKPLACE.** The CONSULTANT agrees to comply with the CITY's Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the CONSULTANT pursuant to this Agreement shall contain this provision.

14. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color,

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

15. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 15, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 16.

16. **INDEMNIFICATION AND HOLD HARMLESS.** See Exhibit "A".

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

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

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

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

C. **Commercial General Liability Insurance**, with minimum limits of either $2,000,000 per occurrence and $4,000,000 aggregate, or $1,000,000 per occurrence and $2,000,000 aggregate with a $2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT's employees and employers' liability insurance with limits of at least $1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not

less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 19 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of ten-thousand dollars ($10,000) must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 19, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

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

20. **TERMINATION.**

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

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

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

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for

any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

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

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile, or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified, or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile, or fax, when sent. Any notice, request, demand, direction, or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Alejandro Hernandez
Chief of Police
National City Police Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Manuel Villanueva
President / Owner
MAN-K9 Inc.
5050 Sante Fe Street
San Diego, Ca 92109

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

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform

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

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

The CONSULTANT shall be strictly liable to the CITY for all damages, costs, or expenses the CITY may suffer by virtue of any violation of this Section 23 by the CONSULTANT.

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

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

G. *Assignment & Assumption of Rights*. CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

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

I. *Applicable Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 19 and the indemnification and hold harmless provision of Section 16 of this Agreement.

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

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison,
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

Date: _____

MAN-K9 INC.

(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

CONTACT INFORMATION

CITY OF NATIONAL CITY
1243 National City Boulevard
National City, CA 91950-4397

Phone: (619) 336- 4544
Fax:
Contact: Wade Walters
Title: Lieutenant
Dep.: Police
Email: wwalters@nationalcityca.gov

MAN-K9 Inc.
5050 Sante Fe Street
San Diego, Ca 92109

Phone: 760-468-8830
Fax:
Contact: Manuel Villanueva
Title: Owner
Email: contact@mank9.com
Taxpayer I.D. No.:

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAN-K9 INC. TO PROVIDE BASIC COURSE/ACADEMY TRAINING AND WEEKLY TRAINING FOR POLICE SERVICE DOGS AND THEIR HANDLERS, IN A NOT-TO-EXCEED AMOUNT OF $22,080 FOR THE FIRST YEAR.

WHEREAS, in order to maintain and utilize an important police enforcement asset, police service dogs ("K9s"), the City of National City ("City") desires to employ a consultant to provide a police service Peace Officer Standards and Training (P.O.S.T.) certified canine, basic course/academy training and weekly maintenance training in patrol work for K9s and their handlers; and

WHEREAS, the City has determined that MAN-K9 INC. ("MAN-K9") is qualified by experience and training, and has the ability to provide P.O.S.T.-certified police service dog training, including being the only company in San Diego County that holds a Drug Enforcement Agency license, and has previously provided such services to the City; and

WHEREAS, based on the satisfactory services previously provided to the City by MAN-K9 and their expertise and experience providing such specialized services, City staff recommends executing a two-year agreement with MAN-K9, with the option for three (3) one-year extensions, for a not-to-exceed amount of $22,080 for the first year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute a two-year agreement with MAN-K9 INC. in a not-to-exceed amount of $22,080 for the first year to provide basic course/academy training and weekly training for police service dogs and their handlers, with the option for up to three (3) one-year extensions. The Agreement is attached to the Agenda Report as Exhibit A.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
First Amendment with ASSI Security for Facilities Maintenance Services

RECOMMENDATION:
Adopt the Resolution Entitled, **"**Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with ASSI Security, Increasing the Not-to-Exceed Amount by $100,000, for a Total Agreement Amount of $150,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On July 1, 2023, the City of National City entered into an Agreement with ASSI Security to provide citywide security and maintenance services including, but not limited to, doors, DSX, keycard readers and equipment, electrified locking hardware, and access control equipment. The original Agreement is for a not-to-exceed amount of $50,000, and for an initial term of three years, with the option for up to three (3) one-year extensions.

Historically ASSI Security has provided services to the City in the amount of approximately $50,000 per year, however this year various unforeseen maintenance issues required additional specialized services. Examples of the additional work required include servicing the security doors and panel at City Hall, as well as the DSX FOB card access panels at Fire Station 34 and the Martin Luther King Jr Community Center.

Based on their performance and quality of work, as well as to ensure timely citywide maintenance of doors, DSX, keycard readers and equipment, electrified locking hardware, and access control equipment, staff is recommending City Council's approval of a First Amendment to the Agreement with ASSI Security increasing the not-to-exceed amount of the Agreement by $100,000, for a total Agreement amount of $150,000.

FINANCIAL STATEMENT:
These Facilities Maintenance support services will be provided with available funding based on existing and future appropriations as part of the annual budget process.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – First Amendment
Exhibit B – Resolution

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND ASSI SECURITY

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and ASSI SECURITY, a California corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY entered into an agreement with the CONTRACTOR for the term of July 1, 2023 through June 30, 2026 (the "Agreement"), wherein the CONTRACTOR agreed to provide security and maintenance services including, but not limited to, doors, DSX, keycard readers and equipment, electrified locking hardware, and access control equipment for a not-to-exceed amount of $50,000, and an initial term of three (3) years, with the option to extend this term for up to three (3) one year- extensions; and

WHEREAS, based on the CONTRACTOR's performance and quality of work, and to ensure timely maintenance of city-wide security and maintenance services, the CITY desires to have the CONTRACTOR continue providing such services, and the CONTRACTOR is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to increase the not-to-exceed amount by $100,000 for a total not-to-exceed amount of $150,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The July 1, 2023 Agreement is hereby amended to increase the not-to-exceed amount of the Agreement by $100,000, for a total not-to-exceed amount of $150,000.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 1, 2023 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

ASSI SECURITY
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)

Bill Vuono
(Print)

President
(Title)

By: [redacted]
(Name)

Michael Willey
(Print)

Vice President
(Title)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH ASSI SECURITY, INCREASING THE NOT-TO-EXCEED AMOUNT BY $100,000, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $150,000.

WHEREAS, the Facilities Maintenance Division of the Engineering and Public Works Department currently maintains 26 facilities which includes City Hall, Martin Luther King Jr Community Center, public library, the municipal pool, recreation centers, park restrooms, fire stations, a police station and warehouse, the ARTS Center, Nutrition Center, several historic buildings, as well as two sewer pump stations and two stormwater pump stations; and

WHEREAS, on July 1, 2023, the City of National City ("City") entered into an agreement (the "Agreement") with ASSI Security to provide security and maintenance services including, but not limited to, doors, DSX, keycard readers and equipment, electrified locking hardware, and access control equipment for a not-to-exceed amount of $50,000, with an initial term of three (3) years, with the option for up to three (3) one-year extensions; and

WHEREAS, based on their performance and quality of work, as well as to ensure timely maintenance of doors, DSX, keycard readers and equipment, electrified locking hardware and access control equipment, staff recommends approval of a First Amendment to the Agreement with ASSI Security to increase the not-to-exceed amount of the Agreement by $100,000, for a total not-to-exceed amount of $150,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute a First Amendment to the Agreement with ASSI Security to increase the not-to-exceed amount of the Agreement by $100,000, for a total not-to-exceed amount of $150,000. The First Amendment is attached to the Agenda Report as Exhibit A.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
First Amendment with Vortex Industries, LLC for Facilities Maintenance Services

RECOMMENDATION:
Adopt the Resolution Entitled, **"**Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with Vortex Industries, LLC, Increasing the Not-to-Exceed Amount by $100,000, for a Total Not-to-Exceed Amount of $150,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On July 1, 2023, the City of National City entered into an Agreement with Vortex Industries, Inc., to provide citywide specialized services for commercial roll-up doors and gates as needed and as directed by the City's Facilities Maintenance Supervisor. The original Agreement is for a not-to-exceed amount of $50,000, and for an initial term of three years, with the option for up to three (3) one-year extensions.

Historically, Vortex Industries, LLC has provided services to the City in the amount of approximately $50,000 per year, however, this year various unforeseen maintenance issues required additional specialized services causing the contract amount to have been expended. Examples of the work performed include maintenance of the main doors at the National City Public Library, apparatus door remote system at Fire Station 34, the 12th Street security gates at National City Police Department, and the entry gate at the 19th Street Public Works Warehouse.

Based on their performance and quality of work, as well as to ensure timely citywide maintenance of doors, gates, and related hardware and services, staff recommends approval of a First Amendment to the Agreement with Vortex Industries, LLC, increasing the not-to-exceed amount of the Agreement by $100,000, for a total Agreement amount of $150,000.

FINANCIAL STATEMENT:
These Facilities Maintenance support services will be provided with available funding based on existing and future appropriations as part of the annual budget process.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – First Amendment
Exhibit B – Resolution

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND VORTEX INDUSTRIES, LLC

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and VORTEX INDUSTRIES, LLC, a Limited Liability Company (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY entered into an agreement with the CONTRACTOR for the term of July 1, 2023 through June 30, 2026 (the "Agreement"), wherein the CONTRACTOR agreed to provide city-wide doors, gates, and related hardware and services to CITY-owned facilities for a not-to-exceed amount of $50,000, and an initial term of three (3) years, with the option to extend this term for up to three (3) one year-extensions; and

WHEREAS, based on the CONTRACTOR's performance and quality of work, and to ensure timely maintenance of city-wide doors, gates, and related hardware and services, the CITY desires to have the CONTRACTOR continue providing such services, and the CONTRACTOR is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to increase the not-to-exceed amount by $100,000 for a total not-to-exceed amount of $150,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The July 1, 2023 Agreement is hereby amended to increase the not-to-exceed amount of the Agreement by $100,000, for a total not-to-exceed amount of $150,000.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 1, 2023 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

VORTEX INDUSTRIES, LLC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)

Shannon Kane
(Print)

Operations Manager
(Title)

By: _____
(Name)

_____
(Print)

_____
(Title)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH VORTEX INDUSTRIES, LLC, INCREASING THE NOT-TO-EXCEED AMOUNT BY $100,000, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $150,000.

WHEREAS, the Facilities Maintenance Division of the Engineering and Public Works Department currently maintains 26 facilities which includes City Hall, Martin Luther King Jr. Community Center, public library, the municipal pool, recreation centers, park restrooms, fire stations, a police station and warehouse, the ARTS Center, Nutrition Center, several historic buildings, as well as two sewer pump stations and two stormwater pump stations; and

WHEREAS, on July 1, 2023, the City of National City ("City")) entered into an agreement (the "Agreement") with Vortex Industries, LLC to provide citywide doors, gates, and related hardware and services for a not-to-exceed amount of $50,000, with an initial term of three (3) years, with the option for up to three (3) one-year extensions; and

WHEREAS, based on their performance and quality of work, as well as to ensure timely citywide maintenance of doors, gates, and related hardware and services, staff recommends approval of a First Amendment to the Agreement with Vortex Industries, LLC to increase the not-to-exceed amount of the Agreement by $100,000, for a total not-to-exceed amount of $150,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute a First Amendment to the Agreement with Vortex Industries, LLC, to increase the not-to-exceed amount of the Agreement by $100,000, for a total not-to-exceed amount of $150,000. The First Amendment is attached to the Agenda Report as Exhibit A.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Robert Hernandez, Division Chief**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Performance Report of Annual Fire Safety Inspections

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Acknowledging Receipt of a Report Made by the Fire Chief of the National City Fire Department Regarding the Annual Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
California Senate Bill 1205 (SB 1205) was signed into law on September 27, 2018, after the tragic Ghost Ship Fire (December 2016), which brought national attention to California and put a spotlight on fire safety laws as well as the performance of fire inspections. This law amends preceding law such that an annual report on state mandated inspections is now required to be submitted to the governing body of each jurisdiction having authority for inspections. The law also requires the report to be given when the administering authority discusses its annual budget and receipt of the report must be acknowledged in a resolution or similar formal document.

State mandated inspections were enacted by the California Health & Safety Code Sections 13146.2 and 13146.3 and requires all fire departments that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, and apartment house, for compliance with building standards. The California Health & Safety Code Sections 13146.2 and 13146.3 did not require fire departments to report or demonstrate compliance as the new law (SB 1205) does.

Although there are no penalties identified in the law, adoption of the resolution will establish the City of National City's intent to fulfill the requirements and acknowledgment of the National City Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3, which identifies the state mandated inspections above and further described below.

Public and private schools are generally classified as Educational Group E occupancies. They are schools used by more than six persons at any one time, for educational purposes through the 12th grade. Within the City of National City, there are currently 19 Group E occupancies, buildings, structures, and facilities.

During fiscal year 2023-2024, the National City Fire Department completed the annual inspection of 19 Group E occupancies, buildings, structures, and facilities. This represents a compliance rate of 100%. There were two dedicated fire inspectors assigned to these occupancy types during fiscal year 2023-2024. This department will also continue to improve coordination and cooperation with school administration and maintenance staff, which will result in a reduction in violations that would require re-inspection.

Currently, the National City Fire Department is re-implementing its Public Education Program, providing education to our schoolchildren and senior citizens. One item of interest will be to continue to promote its Fire Safe School of the Year Award, presented to the safest elementary school in the National School District during an annual assembly. The award established in 2002, continues to promote friendly competition between schools while making our schools a safer place.

Hotels, motels, apartments (three units or more), and other residential occupancies that contain sleeping units are generally classified as Residential Group R occupancies. Within the City of National City, there are currently 471 Group R occupancies. During fiscal year 2023-2024, the National City Fire Department completed the annual inspection of 469 Group R occupancies, buildings, structures, and facilities. This is a compliance rate of 99.57%. The Fire Prevention Bureau with two (2) Fire Inspectors had provided residential occupancy inspections. Additionally, the department has seen an unprecedented upward swing of building construction in the City of National City, and further mandates by the California State Fire Marshal's Office, resulting in an increase of Residential Multi-family properties and general construction.

In an effort to increase overall performance and meet the demands of development and compliance with the State mandate, the Department was successful in actively working through the City Manager's Office, Human Resources, and the Finance Department, to hire one (1) Fire Inspector to assist with added inspections and public education brought on by development in the city.

The combined effort is trending to increase the Department's compliance rate of the mandated inspections for fiscal year 2024-2025.

FINANCIAL STATEMENT:
The City charges fees for these annual inspections to cover its costs. In fiscal year 2024, the City received approximately $416,000 in revenue for this service.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A - Resolution

RESOLUTION NO. 2024 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE NATIONAL CITY FIRE DEPARTMENT REGARDING THE ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

WHEREAS, California Health & Safety Code Section 13146.4 (SB 1205) was added in 2018, and became effective on January 1, 2019; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the National City Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, or apartment house, for compliance with building standards; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the National City Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the Fire Chief of the City of National City, pursuant to California Health & Safety Code Section 13146.4, has presented his annual report to the City Council of the City of National City regarding the National City Fire Department's compliance with California Health and Sections 13146.2 and 13146.3; and

WHEREAS, the compliance rate for Educational Group E occupancies is 100% for this reporting period. Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of National City, there are 19 Group E occupancies, buildings, structures, and/or facilities. During fiscal year 2023/2024, the National City Fire Department completed the annual inspection of 19 Group E occupancies, buildings, structures, and/or facilities; and

WHEREAS, the compliance rate for Residential Group R occupancies is 99.57% for this reporting period. Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more). Within the City of National City, there are currently 471 Group R occupancies. During fiscal year 2023/2024, the National City Fire Department completed the annual inspection of 469 Group R occupancies, buildings, structures, and/or facilities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby acknowledges receipt of the report regarding the annual inspection of certain occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

Section 2: The City Clerk shall certify as to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Human Resources**
Prepared by: **Lydia Flores-Hernandez, Human Resources Director**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Police Officer Association Salary Increase

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the National City Police Officers' Association Salary Schedule and Authorizing an Increase of $928,400 to the General Fund Police Personnel Services Budget Appropriations."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On May 17, 2022, the City Council approved a Memorandum of Understanding (MOU) between the City of National City and the National City Police Officer's Association (POA) concerning wages and other employment terms. The MOU mandated salary surveys and adjustments (if needed) in August 2022, September 2023, and September 2024. Consequently, in 2022 and 2023, the City adjusted the salary ranges for Police Officer, Police Sergeant, and Police Lieutenant to match the mid-point salaries of the 3rd and 4th ranked comparison agencies, including National City. The comparison agencies are:

1. Oceanside (using "Step G" for police officer pay)
2. Escondido (using "Step 6" for police officer pay)
3. Chula Vista
4. Carlsbad
5. City of San Diego
6. National City
7. El Cajon
8. Coronado
9. San Diego County Sheriff's Department
10. La Mesa

On August 1, 2024, the Human Resources Department conducted the salary survey and determined that salary adjustments were necessary for each position. The required salary increases are as follows:

- Police Officer: 4.81%
- Police Sergeant: 4.71%
- Police Lieutenant: 6.43%

Additionally, the entry step for Police Corporal must be 5% above the top step of Police Officer. After two years in the rank of Corporal, the salary must be 6.5% above the top step of Police Officer, and after five years, it must be 9.0% above the top step of Police Officer.

The annual salary survey also revealed that the City of National City's Police Recruit salary is the lowest among the surveyed group. Currently, the City has six vacant Police Officer positions. The Police Recruitment Team and Human Resources Department are working together on innovative recruitment strategies. To become competitive and fill these vacancies, a salary increase is necessary. The current salary range is 36.48% below that of the third and fourth highest-paying agencies in the survey group.

Exhibit A provides the recommended new salary rates for the affected classifications.

FINANCIAL STATEMENT:
The recommended salary increases for the positions will cost approximately $1,200,000 on an annual basis. For the remainder of the fiscal year 2025, the cost is projected to be $928,400. If approved, appropriations in the amount of $928,400 will be added to the Police Department's fiscal year 2025 personnel services budget.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - POA Salary Table Effective September 3, 2024
Exhibit B - Resolution

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE NATIONAL CITY POLICE OFFICERS' ASSOCIATION SALARY SCHEDULE AND AUTHORIZING AN INCREASE OF $928,400 TO THE GENERAL FUND POLICE PERSONNEL SERVICES BUDGET APPROPRIATIONS.

WHEREAS, on May 17, 2022, the City Council approved a Memorandum of Understanding ("MOU") between the City of National City ("City") and the National City Police Officer's Association ("POA") concerning wages and other employment terms that included adjustments (if needed) to compensation based on the results of salary surveys to be conducted in August 2022, September 2023, and September 2024; and

WHEREAS, on August 1, 2024, the Human Resources Department conducted a salary survey to compare the salaries for the positions of Police Officer, Police Sergeant, and Police Lieutenant, as well as for Police Recruits, across ten (10) local agencies; and

WHEREAS, as a result of the salary survey, salary increases are necessary for the positions of Police Officers, Police Sergeants, and Police Lieutenants in order to make the adjustments required by the POA MOU; and

WHEREAS, additionally, the increase to the salaries for Police Officers will also result in an increase to the salary rates for Police Corporal, and an increase is recommended for Police Recruits to assist the City with recruitment efforts; and

WHEREAS, the proposed salary increases will cost approximately $1,200,000 over a one-year time period and will cost $928,400 over the current fiscal year 2024-2025 adopted budget; and

WHEREAS, City staff recommends amending the National City Police Officers' Salary Schedule to provide salary increases of 4.81% for Police Officers, 4.71% for Police Sergeants, 6.43% for Police Lieutenants, and 36.48% for Police Recruits, as well as corresponding increases for Police Corporals as required by the MOU, as shown in Exhibit A, effective with the pay period beginning on September 3, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes an amendment to the Police Officers' Association Salary Schedule to provide salary increases of 4.81% for Police Officers, 4.71% for Police Sergeants, 6.43% for Police Lieutenants, and 36.48% for Police Recruits, as well as corresponding increases for Police Corporals as required by the MOU, as shown in Exhibit A, effective with the pay period beginning on September 3, 2024.

Section 2: That the City Council hereby authorizes General Fund budget appropriations of $928,400 in fiscal year 2024-2025 in the Police Department personnel services account.

Section 3: That the City Clerk shall certify as to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

Police Officers Association

Salary Table
Effective September 3, 2024

	Step A	Step B	Step C	Step D	Step E
Police Lieutenant	**6.43% Increase**				
Hourly	$72.92	$76.76	$80.80	$85.05	$89.53
Bi-Weekly	$5,833.82	$ 6,140.86	$6,464.07	$6,804.28	$7,162.40
Monthly	$12,639.94	$13,305.20	$14,005.48	$14,742.61	$15,518.53
Annual	$151,679.31	$159,662.43	$168,065.72	$176,911.28	$186,222.40

Police Sergeant	**4.71% Increase**				
Hourly	$59.26	$62.38	$65.67	$69.12	$72.76
Bi-Weekly	$4,741.08	$4,990.61	$5,253.27	$5,529.76	$5,820.80
Monthly	$10,272.34	$10,812.98	$11,382.09	$11,981.15	$12,611.73
Annual	$123,268.03	$129,755.82	$136,585.07	$143,773.76	$151,340.80

Police Officer	**4.81% Increase**				
Hourly	$47.35	$49.84	$52.46	$55.22	$58.13
Bi-Weekly	$3,787.78	$3,987.14	$4,196.99	$4,417.88	$4,650.40
Monthly	$8,206.86	$8,638.80	$9,093.47	$9,572.07	$10,075.87
Annual	$98,482.28	$103,665.55	$109,121.64	$114,864.88	$120,910.40

Police Recruit	**36.48% Increase**				
Hourly	$35.35	$37.21	$39.17	$41.23	$43.40
Bi-Weekly	$2,827.97	$2,976.81	$3,133.48	$3,298.40	$3,472.00
Monthly	$6,127.26	$6,449.75	$6,789.21	$7,146.53	$7,522.67
Annual	$73,527.11	$77,396.96	$81,470.48	$85,758.40	$90,272.00

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Police Corporal						Entry (5% above top step officer)	2 Years in position. (6.5% above Step E of Officer)	5 – Years in position. (9% above Step E of Officer)
Hourly						$61.04	$61.91	$63.36
Bi-Weekly						$4,882.92	$4,952.68	$5,068.94
Monthly						$10,579.66	$10,730.80	$10,982.69
Annual						$126,955.92	$128.769.58	$131,792.34

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Second Amendments to On-Call Consultant Agreements for the City's Capital Improvement Program (CIP)

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute, 1) a Second Amendment to the Agreement with D-MAX Engineering, Inc. to Extend the Agreement by One Year, Including Hourly Rate Updates; 2) a Second Amendment to the Agreement with Geosyntec Consultants, Inc. to Extend the Agreement by One Year and Increase the Not-to-Exceed Amount by $1,000,000, Including Hourly Rate Updates; and 3) Second Amendments to the Agreements with a) Verdantas Inc., Successor to Leighton Consulting, Inc., b) Ninyo & Moore Geotechnical & Environmental Sciences Consultants, and c) Randall/Lamb/Associates to Extend Agreements by One Year."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services, housing and real estate development services, and environmental compliance services on May 1, 2019.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms, and advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people, to encourage local participation. The Department received 71 Statement of Qualifications (SOQs) submissions from various firms by the June 10, 2019 deadline.

Based on the strength of their SOQs, interviews and past performance, the City of National City entered into agreements with several consultants to provide on-call support services for National City's Capital Improvement Program (CIP). The original agreements were all for a not-to-exceed amount of $2,000,000 and a term of three years, with the option to extend for two one-year extensions.

Based on the consultant's performances and quality of work, expiring agreements, increased staffing demands, and to ensure timely completion of CIPs, if approved tonight, action would authorize the City to execute:

A Second Amendment to extend the Agreement by one year, including hourly rate updates, for the below listed consultant:

1. **D-MAX Engineering, Inc.:** Project support services for CIP including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety).

A Second Amendment to extend the Agreement by one year and increase the not-to-exceed amount of the Agreement by $1,000,000, including hourly rate updates, for a total not-to-exceed amount of $3,000,000, for the below listed consultant:

2. **Geosyntec Consultants, Inc.:** Project support services for CIP including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety).

Second Amendments to extend Agreements by one year for the below listed consultants:

3(a). Verdantas Inc., successor to Leighton Consulting, Inc.: Project support services for CIP including, but not limited to, geotechnical and soils and materials.

3(b). Ninyo & Moore Geotechnical & Environmental Sciences Consultants: Project support services for CIP including, but not limited to, geotechnical and soils and materials.

3(c). Randall/Lamb/Associates: Project support services for CIP including, but not limited to, mechanical engineering.

Due to the size and type of projects and the expertise of the consultants, expenditure amounts may vary across the firms. Consultant tasks will continue to be performed on an as-needed, on-call basis and funded by appropriations approved through the CIP and Budget process. The City's CIP projects are estimated to total $73 million over the next five years. The City's implementation rate averages about fifteen projects a year totaling approximately $15.3 million. Staff plans to advertise a new Request for Qualifications in the fall of 2024.

The table below shows a summary of the details for each Agreement, including when the original Agreements and subsequent First Amendments were authorized by City Council.

Staff recommends that City Council authorize the execution of the amendments to the consultant agreements as stated above.

Consultant*	Reso No.	Agreement Start Date/ Amendment End Dates	Original Agreement	First Amendment	Second Amendment	Total Agreement	Total Expenditures & Encumbrances as of Aug. 2024
1. D-MAX Engineering, Inc.	2020-175	9/15/2020		N/A	N/A		
First Amendment	2023-86	9/14/2024	$2,000,000			$2,000,000	$909,998.80
2. Geosyntec Consultants, Inc.	2020-173	9/15/2020		N/A			
First Amendment	2023-86	9/14/2024	$2,000,000		$1,000,000	$3,000,000	$1,966,261.36
3(a). Leighton Consulting, Inc.	2020-166	9/1/2020		N/A	N/A		
First Amendment	2023-86	8/31/2024	$2,000,000			$2,000,000	$42,437.03
3(b). Ninyo & Moore	2020-167	9/1/2020		N/A	N/A		
First Amendment	2023-86	8/31/2024	$2,000,000			$2,000,000	$ 15,783.66
3(c). Randall/Lamb/ Associates	2020-176	9/15/2020		N/A	N/A		
First Amendment	2023-86	9/14/2024	$2,000,000			$2,000,000	$226,650.00

FINANCIAL STATEMENT:
Funding appropriated through CIP process.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Second Amendments
Exhibit B – Resolution

SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND D-MAX ENGINEERING, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and D-MAX ENGINEERING, INC., a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2020-175 approving an agreement with the CONSULTANT for the term of September 15, 2020 through September 14, 2023 (the "Agreement"), wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety) for a not-to-exceed amount of $2,000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2023-86 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to September 14, 2024; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement by exercising the second of the two (2) one-year extensions to extend the term of the Agreement to September 14, 2025, and to increase hourly rates (see Exhibit A).

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 15, 2020 Agreement, as previously amended by the First Amendment, in exercise of the extension provision, is hereby amended to extend the term of the Agreement by one (1) year to September 14, 2025.

2. The September 15, 2020 Agreement, as previously amended by the First Amendment, is hereby amended by increasing hourly rates as set forth in Exhibit A.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 15, 2020 Agreement, as amended by the First Amendment, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

D-MAX ENGINEERING, INC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)
Arsalan Dadkhah
(Print)
President
(Title)

By: [redacted]
(Name)
John Quenzer
(Print)
Secretary
(Title)

Exhibit A

D-Max Engineering, Inc.
Job Titles/Classifications and Hourly Rates
On-Call CIP Services, Second Amendment
September 15, 2024 through September 14, 2025

Job Title/Classification	Hourly Billing Rates		
	Straight	OT (1.5x)	OT (2x)
Word Processor	$75.88	$113.81	$151.75
Technician	$78.85	$118.28	$157.70
Senior Technician	$91.50	$137.25	$182.99
Staff Scientist	$103.77	$155.66	$207.54
Staff Scientist II	$118.28	$177.41	$236.55
Assistant Project Scientist	$135.39	$203.08	$270.77
Project Scientist	$154.73	$232.09	$309.45
Senior Scientist	$174.81	$262.22	$349.62
Principal Scientist	$212.01	$318.01	$424.01
Staff Engineer	$111.21	$166.81	$222.42
Staff Engineer II	$125.72	$188.57	$251.43
Assistant Project Engineer	$146.54	$219.82	$293.09
Project Engineer	$159.19	$238.78	$318.38
Senior Engineer	$182.25	$273.37	$364.50
Principal Engineer	$219.44	$329.17	$438.89

SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND GEOSYNTEC CONSULTANTS, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and GEOSYNTEC CONSULTANTS, INC., a corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2020-173 approving an agreement with the CONSULTANT for the term of September 15, 2020 through September 14, 2023 (the "Agreement"), wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety) for a not-to-exceed amount of $2,000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2023-86 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to September 14, 2024; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement by exercising the second of the two (2) one-year extensions to extend the term of the Agreement to September 14, 2025, and to increase the not-to-exceed amount by $1,000,000, including hourly rates (see Exhibit A), for a total not-to-exceed amount of $3,000,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 15, 2020 Agreement, as previously amended by the First Amendment, in exercise of the extension provision, is hereby amended to extend the term of the Agreement by one (1) year to September 14, 2025.

2. The September 15, 2020 Agreement, as previously amended by the First Amendment, is hereby amended to increase the not-to exceed amount by $1,000,000, including hourly rates (see Exhibit A), for a total not-to-exceed amount of $3,000,000.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 15, 2020 Agreement, as amended by the First Amendment, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

GEOSYNTEC CONSULTANTS, INC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)
Gregory T Corcoran
(Print)
Senior Vice President
(Title)

By: [redacted]
(Name)
Ronald S. Johnson
(Print)
Vice President
(Title)

GEOSYNTEC CONSULTANTS
RATE SCHEDULE FOR
CITY OF NATIONAL CITY, DEPARTMENT OF PUBLIC WORKS
(Updated 22 August 2024)

Engineer/Scientist	**Rate/Hour**
Staff Professional	$143
Senior Staff Professional	$164
Professional	$179
Project Professional	$202
Senior Professional	$228
Principal	$255
Senior Principal	$284
Field Services	
Field Technician	$ 94
Senior Field Technician	$ 105
Site Manager	$ 123
Construction Manager	$ 146
Senior Construction Manager	$ 176
Design, Graphical, and Administrative Services	
Senior Drafter/Senior CADD Operator	$150
Drafter/CADD Operator/Artist	$132
Admin Assistant/Tech Word Processor	$ 81
Clerical	$ 63
General	
Direct Expenses	Cost plus 0%
Subconsultant Services	Cost plus 0%
Subcontract Services	Cost plus 10%
Specialized Computer Applications (per hour)	$ 12
Personal Automobile (per mile)	Current IRS Rate

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, these rates will remain in effect for the term of the Agreement (up to 1 year).
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
LEIGHTON CONSULTING, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and VERDANTAS INC., successor to LEIGHTON CONSULTING, INC., a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2020-166 approving an agreement with the CONSULTANT for the term of September 1, 2020 through August 31, 2023 (the "Agreement"), wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, geotechnical and soils and materials testing for a not-to-exceed amount of $2,000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2023-86 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to August 31, 2024; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement by exercising the second of the two (2) one-year extensions to extend the term of the Agreement to August 31, 2025.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 1, 2020 Agreement, as previously amended by the First Amendment, in exercise of the extension provision, is hereby amended to extend the term of the Agreement by one (1) year to August 31, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every

other term and provision of the September 1, 2020 Agreement, as amended by the First Amendment, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

VERDANTAS INC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)

Kristen Williams
(Print)

Vice President
(Title)

By: [redacted]
(Name)

Sean Colorado
(Print)

Vice President
(Title)

SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2020-167 approving an agreement with the CONSULTANT for the term of September 1, 2020 through August 31, 2023 (the "Agreement"), wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, geotechnical and soils and materials testing for a not-to-exceed amount of $2,000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2023-86 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to August 31, 2024; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement by exercising the second of the two (2) one-year extensions to extend the term of the Agreement to August 31, 2025.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 1, 2020 Agreement, as previously amended by the First Amendment, in exercise of the extension provision, is hereby amended to extend the term of the Agreement by one (1) year to August 31, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every

other term and provision of the September 1, 2020 Agreement, as amended by the First Amendment, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)

Avram Ninyo
(Print)

President
(Title)

By: [redacted]
(Name)

Elaine O. Antus
(Print)

Assistant Secretary
(Title)

SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND RANDALL/LAMB/ASSOCIATES

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and RANDALL/LAMB/ASSOCIATES, a corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2020-176 approving an agreement with the CONSULTANT for the term of September 15, 2020 through September 14, 2023 (the "Agreement"), wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, mechanical engineering for a not-to-exceed amount of $2,000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2023-86 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to September 14, 2024; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement by exercising the second of the two (2) one-year extensions to extend the term of the Agreement to September 14, 2025.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 15, 2020 Agreement, as previously amended by the First Amendment, in exercise of the extension provision, is hereby amended to extend the term of the Agreement by one (1) year to September 14, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 15, 2020 Agreement, as amended by the First Amendment, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

RANDALL/LAMB/ASSOCIATES
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)

Gary Eastley
(Print)

Principal
(Title)

By: [redacted]
(Name)

Zack Blois
(Print)

Principal
(Title)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE 1) A SECOND AMENDMENT TO THE AGREEMENT WITH D-MAX ENGINEERING, INC. TO EXTEND THE AGREEMENT BY ONE YEAR, INCLUDING HOURLY RATE UPDATES; 2) A SECOND AMENDMENT TO THE AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. TO EXTEND THE AGREEMENT BY ONE YEAR AND INCREASE THE NOT-TO-EXCEED AMOUNT BY $1,000,000, INCLUDING HOURLY RATE UPDATES; AND 3) SECOND AMENDMENTS TO THE AGREEMENTS WITH A) LEIGHTON CONSULTING, INC., B) NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS, AND C) RANDALL/LAMB/ASSOCIATES TO EXTEND AGREEMENTS BY ONE YEAR.

WHEREAS, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services, housing and real estate development services, and environmental compliance services on May 1, 2019; and

WHEREAS, based on the strength of their Statements of Qualifications, interviews and past performance, the City of National City entered into agreements with several consultants to provide on-call support services for National City's Capital Improvement Program (CIP); and

WHEREAS, the original agreements were each for a not-to-exceed amount of $2,000,000 and a term of three years, with the option to extend for two one-year extensions; and

WHEREAS, based on the consultants' performances and quality of work, expiring agreements, increased staffing demands, and to ensure timely completion of CIPs, the City and the below listed consultants desire to execute:

1. A Second Amendment to extend the agreement by one year, including hourly rate updates, for the below listed consultant:

   D-MAX Engineering, Inc.: Project support services for CIP including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety).

   Original Agreement Reso No. 2020-175 on September 15, 2020
   First Amendment Reso. No. 2023-86 on September 14, 2023

2. A Second Amendment to extend the agreement by one year and increase the not-to-exceed amount of the agreement by $1,000,000, including hourly rate updates, for total not-to-exceed amount of $3,000,000, for the below listed consultant:

   Geosyntec Consultants, Inc.: Project support services for CIP including, but not limited to, environmental compliance (includes regulatory permitting, compliance

monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety).

Original Agreement Reso No. 2020-173 on September 15, 2020
First Amendment Reso No. 2023-86 on September 14, 2023

3. Second Amendments to extend agreements by one year for the below listed consultants:

a. Verdantas Inc., successor to Leighton Consulting, Inc.: Project support services for CIP including, but not limited to, geotechnical and soils and materials.

Original Agreement Reso. No. 2020-166 on September 1, 2020
First Amendment Reso. No. 2023-86 on August 31, 2023

b. Ninyo & Moore Geotechnical & Environmental Sciences Consultants: Project support services for CIP including, but not limited to, geotechnical and soils and materials.

Original Agreement Reso. No. 2020-167 on September 1, 2020
First Amendment Reso. No. 2023-86 on August 31, 2023

c. Randall/Lamb/Associates: Project support services for CIP including, but not limited to, mechanical engineering.

Original Agreement Reso. No. 2020-176 on September 15, 2020
First Amendment Reso. No. 2023-86 on September 14, 2023

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute 1) a Second Amendment to the agreement with D-MAX Engineering, Inc. to extend the agreement by one year, including hourly rate updates; 2) a Second Amendment to the agreement with Geosyntec Consultants, Inc. to extend the Agreement by one year and increase the not-to-exceed amount by $1,000,000, including hourly rate updates; and 3) Second Amendments to the agreements with a) Verdantas Inc., successor to Leighton Consulting, Inc., b) Ninyo & Moore Geotechnical & Environmental Sciences Consultants, and c) Randall/Lamb/Associates to extend agreements by one year. The amendments are attached to the Agenda Report as Exhibit A.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Planning**
Prepared by: **Martin Reeder, AICP – Asst. Director of Community Development**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Summary Vacation of Excess Street Right-of-Way on East 27th Street between 'A' and 'D' Avenues.

RECOMMENDATION:
Direct the Summary Vacation of Excess Right-of-Way on the South Side of East 27th Street between 'A' and 'D' Avenues.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable (Planning Commission will make a determination of General Plan Conformance if the summary vacation is directed by City Council).

EXPLANATION:
The area in question is the south side of East 27th Street between 'A' Avenue and 'D' Avenue. There are eight properties in this stretch of street, all of which are zoned as Small Lot Residential (RS-2), which has a required front yard setback of 20 feet (see attached Exhibit A).

The entire stretch of East 27th Street between National City Blvd. and 'D' Avenue is already developed with standard curbs, gutters, and sidewalks. The road right-of-way (curb to curb) is 40 feet, which is standard for a neighborhood street. However, the right-of-way (property line to property line) is 70 feet, which is above average. Due to the wide right-of-way and the developed nature of the street improvements, the properties on the south side of 27th Street in this area have a much larger distance from the face of curb to their front property line (see attached Exhibit B). The north side of 27th Street does not have the same issue. Therefore, the subject properties have approximately 10 feet more distance from the back of the sidewalk to their front property line.

In many cases there are fences, walls, and other private improvements built in the City's right-of-way, which is problematic from a liability standpoint, but also for property owners, in that forced removal of improvements due to emergency construction (e.g. sewer or water line replacement) would be at their cost to remove and replace. Vacating this unused right-of-way will allow for existing improvements to be located on private property, as intended. The vacation would add 10 feet to each of the eight properties in this location, which would allow for expansion of existing structures or yard areas.

This application is privately initiated (one of the affected property owners is leading the application process). The request was routed to the Engineering Department and local utilities (SDG&E, AT&T, and Cox Cable). Only SDG&E has utilities in the area and would require an easement to

maintain their facilities, should the vacation be granted. The Engineering Department stated that the area was not needed for current or prospective use and was in favor of vacating the area. In fact, this same procedure was implemented on the block between National City Blvd. and 'A' Avenue in years past.

If the City Council directs the summary vacation of this section of East 27th Street, staff would present the request to the Planning Commission, who would be required (per the City's adopted Street Vacation Procedures) to determine if the request is in conformance with the General Plan. As the area proposed to be vacated is not needed for current or prospective use for either vehicle, bicycle, or pedestrian access, no General Plan inconsistencies are expected. Once a determination of conformance is made, the item will come back to the City Council as a resolution for the summary vacation of the area in question.

FINANCIAL STATEMENT:

There is total fee of $5,375 for a Street Vacation application process, which has been paid by the applicant, that will cover the cost of staff time. Vacating the excess right-of-way may also lead to building expansion opportunities, which will contribute to the General Fund through construction permit fees.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Aerial view of project area
Exhibit B – Site Photo



East 27th Street between ‘C’ Avenue and ‘D’ Avenue

Red dashed line is the curb

Blue dashed line is the property line (20 feet from the curb)

Green dashed line is new property line (if vacation process approved) ~ 10 feet from curb



AGENDA REPORT

Department: **Community Development - Neighborhood Services**
Prepared by: **Dionisia Trejo, Administrative Secretary**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees at Westfield Plaza Bonita Mall from September 27, 2024, through October 31, 2024, with No Waiver of Fees.

RECOMMENDATION:
Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
This is a request from Pinery Christmas Trees to host the annual Pumpkin Station at Plaza Bonita Mall from September 27, 2024 through October 31, 2024. Daily hours will be from 9 a.m. to 9 p.m. Pumpkin Station will be located on the eastside parking Lot #7 of the mall adjacent to Ring Road. This event is a pumpkin patch and a children's carnival combined, catering to children between the ages of 2-9. The event will include a kid's play center and several rides, an inflatable pumpkin jump, and a petting zoo. Plaza Bonita Mall security will be used during event hours. This event has been approved by the City Council in prior years with no waiver of fees.

FINANCIAL STATEMENT:
Total cost of TUP: $1,914.00: (1) City processing fee of $312.00; and (2) $1,602.00 for Fire Permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – TUP Application
Exhibit B – Conditions of Approval

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

Special Event Application

Type of Event

- [ ] Fair/Festival
- [ ] Parade/March
- [ ] Walk or Run
- [ ] Concert/Performance
- [x] TUP
- [ ] Sporting Event
- [ ] Other (specify) _____

Event Name & Location

Event Title: Pumpkin Station

Event Location (list all sites being requested): Westfield Plaza Bonita

Event Times

Set-Up Starts
Date 9/18/24 Time 8:00 am Day of Week Tuesday

Event Starts
Date 9/27/24 Time 9:00 am Day of Week Friday

Event Ends
Date 10/31/24 Time 9:00 pm Day of Week Thursday

Breakdown Ends
Date 11/5/24 Time 5:00 pm Day of Week Tuesday

RECEIVED
AUG 12 RECD
Neighborhood Services Department
City of National City

Applicant Information

Applicant (Your name) Norm Osborne Sponsoring Organization Pinery Christmas Trees

Event Coordinator (if different from applicant) Michael Osborne

Mailing Address 10665 Brookview Lane, San Diego, Ca. 92131

Day Phone 858-566-7466 After Hours Phone _____ Cell 858-688-1701 Fax _____

Public Information Phone 858-566-7466 E-mail nosborn1@san.rr.com

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

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

Signature of Applicant: [redacted] Date 8-12-24

Special Event Application (continued)

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

Fees/Proceeds/Reporting

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

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

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

_____

_____

$_Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$160,000 Estimated Expenses for this event.

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

Description of Event

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

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

_____

_____

_____

_____

_____

Estimated Attendance

Anticipated # of Participants: _____ Anticipated # of Spectators: _____

Traffic Control, Security, First Aid and Accessibility

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

List any streets requiring closure as a result of the event (provide map): _____

_____

Date and time of street closure:_____Date and time of street reopening: _____

☐ Other (explain)_____

Requesting to post "no parking" notices? Yes ☐ **No** ☑

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

_____

☐ Other (explain) _____

Security and Crowd Control

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

Please describe your procedures for both Crowd Control and Internal Security: We use Westfield Security as needed

_____

_____

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

Yes ☐ **No** ☑ If YES, name and address of Security Organization _____

_____

Security Director (Name):_____Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

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

_____

_____

_____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? **Yes** ☐ **No** ☑ First aid/CPR certified? **Yes** ☐ **No** ☑

☐ First aid station to be staffed by professional company. ▶ Company _____

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We have 5 Handicap Parking Spaces reserved at the entrance to the facility.

Elements of your Event

Setting up a stage? Yes ☐ **No** ☑

☐ Requesting City's PA system

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

☐ Applicant providing own stage ▶_____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

3 # of tents size 20 X 40

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☑ No tables being set up

_____ # of chairs ☑ No chairs being set up

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

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ **No** ☑

☐ PA System for announcements ☐ CD player or DJ music

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

☐ Other (explain) _____

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

► _____ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ **No** ☑

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

_____
Address City/State Phone Number

Using electrical power? Yes ☑ **No** ☐ ☐ Using Kimball Park Bowl Lighting (from_____to____)

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

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

Vendor Information

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

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

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

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

_____

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

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

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

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

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

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

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

▶ Explain services _____

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

▶ Explain type(s) of information _____

☑ No selling or informational vendors at event

Having children activities? Yes ☑ **No** ☐

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

☑ Inflatable bouncer house # 1 _____ ☐ Rock climbing wall Height _____

☑ Inflatable bouncer slide # 3 _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Carnival Rides _____ ☐ Other _____

Having fireworks or aerial display? Yes ☐ **No** ☑

☐ Vendor name and license # _____

Dimensions_____Duration_____

Number of shells_____Max. size_____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least $2 Million dollars per occurrence/ $4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is $602.00

Arranging for media coverage? Yes ☐ **No** ☑

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

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

Event Signage

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

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

☑ Yes, we will post signage # 1 Dimensions 4' X 8'

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

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

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

☐ Location of banners/signage _____

Waste Management

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

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

If yes, please identify the following:

▶ Total number of portable toilets: 4

▶ Total number of ADA accessible portable toilets: 1

☑ Contracting with portable toilet vendor. ▶ Diamond Environmental 760-744-7191
Company Phone

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

☐ Portable toilets to be serviced. ▶ Time Daily

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☑ Yes, will set up the day before the event. ▶ # of set-up day(s) 10

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

Requesting vehicle access onto the turf?

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

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

NPDES-Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☑ N/A

Breaking down set-up the day after the event?

☑ Yes, breakdown will be the day after the event. ► # of breakdown day(s) 5

☐ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

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

☐ Using professional cleaning company during and after event.

Miscellaneous

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

_____

_____

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

Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: Pumpkin Station

Event Address: 3030 Plaza Bonita Road Expected # of Attendees: _____

Event Host/Coordinator: Michael Osborne Phone Number: 858-688-1701

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: 8	✓		
Will enough recycling bins provided for the event? Provide number of recycle bins: 2	✓		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	✓		
Do all storm drains have screens to temporarily protect trash and debris from entering?	✓		
Are spill cleanup kits readily available at designated spots?	✓		

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

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

Organization: Pinery Christmas Trees, Inc. DBA Pumpkin Station

Person in Charge of Activity: Michael Osborne

Address: 10665 Brookview Lane, San Diego, CA. 92131

Telephone: 858-688-1701 Date(s) of Use: _____

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 attorney's 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

Signature of Applica[redacted]

Official Title: Owner/President Date: 8-12-2024

For Office Use Only

Certificate of Insurance Approved _____ Date _____

August 9, 2024

City of National City
Attention: Vianey Rivera
Neighborhood Service Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Pumpkin Station (Pinery Christmas Trees, Inc.)- Westfield Plaza Bonita

To whom it may concern:

I hereby authorize Norm Osborne, acting as representative of Pinery Christmas Trees, Inc. to operate a business known as Pumpkin Station in parking lot #7 at Westfield Plaza Bonita during the dates of September 3, 2024 - November 5, 2024.

Norm Osborne has permission to install temporary power to poles in parking lot #7 to provide power during the temporary use time if adequate power is not already in place.

Norm Osborne will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Thank you,

[redacted]

Jessica O'Brien
General Manager

City of National City
BUSINESS TAX CERTIFICATE

"For Services Provided In National City, California Only"

— CALIFORNIA —
NATIONAL CITY
1887
INCORPORATED

2024

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

Business Name	PUMPKIN STATION
Business Location	2979 PLAZA BONITA RD NATIONAL CITY, CA 91950-8023
Business Owner(s)	NORMAN (PRES) OSBORNE

Business Type	Special Event
Account Number	09003608
Effective Date	January 01, 2024
Expiration Date	December 31, 2024

PINERY CHRISTMAS TREE COMPANY
PUMPKIN STATION
PO BOX 26070
SAN DIEGO, CA 92196-0118

City Manager

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

NOTE: IT IS YOUR OBLIGATION TO RENEW THIS CERTIFICATE WHETHER OR NOT YOU RECEIVE A RENEWAL NOTICE

For all inquiries regarding this certificate, contact HdL Business Tax Support Center at (619) 382-2596.

PUMPKIN STATION

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

— CALIFORNIA —
NATIONAL CITY
1887
INCORPORATED

BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of National City
BUSINESS TAX CERTIFICATE

PINERY CHRISTMAS TREE COMPANY
PUMPKIN STATION
PO BOX 26070
SAN DIEGO, CA 92196-0118

Account Number: **09003608**

Date of Issue: **01/01/2024**

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 8/8/2024

ESL ID: 3622777647

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 1905193

Entity Name: PINERY CHRISTMAS TREES, INC.

- [x] 1. The entity is in good standing with the Franchise Tax Board.
- [ ] 2. The entity is **not** in good standing with the Franchise Tax Board.
- [ ] 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- [ ] 4. We do not have current information about the entity.
- [ ] 5. The entity was administratively dissolved/cancelled on through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California
Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)

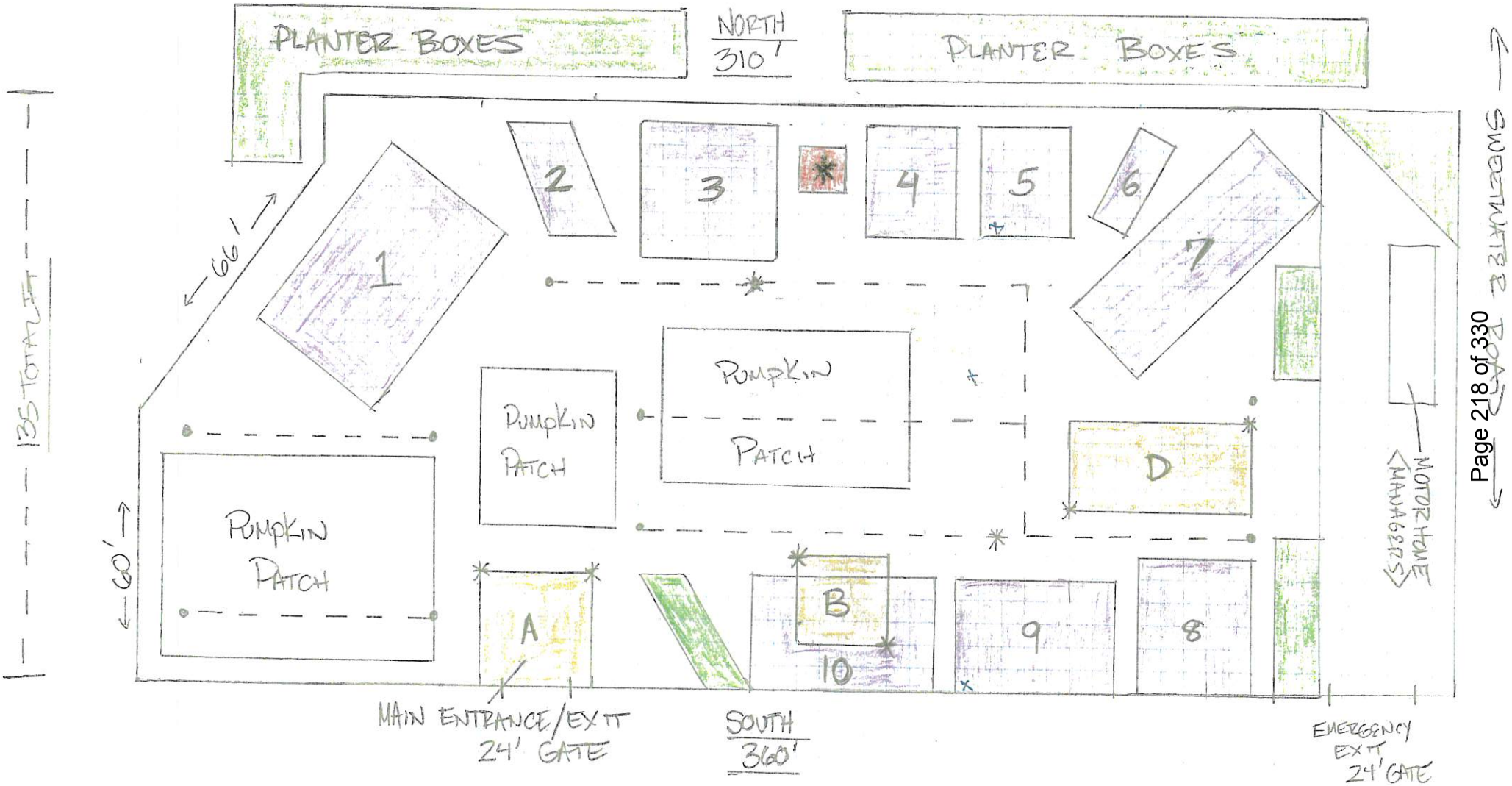
2024 Plaza Bonita Pumpkin Station Plot Plan/Canopy Plan

PAGE 1

CITY OF NATIONAL CITY

← RING ROAD →

SCALE = 6' = 1 BOX
<APPROX>



2024 PLAZA BONITA POMPKIN STATION PLOT PLAN

CANOPY PLAN

CITY OF NATIONAL CITY - 2024

= INTERIOR LIGHTS

* = FIRE EXTINGUISHERS (2 FIRE EXTINGUISHERS PER CANOPY)

KEY

= CANOPIES

= RIDES/INFLATABLES

= PLANTER BOXES

= TICKET BOOTH

* TENTS/CANOPIES

- A = 30x30 ENTRANCE TENT
- B = 20x20 TRAIN TENT
- D = 20x40 PETTING ZOO TENT

* KIDDIE RIDES & INFLATABLES

- 1 = GIANT SLIDE #1
- 2 = FERRIS WHEEL
- 3 = SKY FIGHTER
- 4 = SWING RIDE
- 5 = TRAIN JUMPEE
- 6 = MINI SLIDE JUMPEE
- 7 = GIANT SLIDE #2
- 8 = CAR RIDE
- 9 = PLAY CENTER JUMPEE
- 10 = TRAIN RIDE

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

SPONSORING ORGANIZATION: Pinery Christmas Trees
EVENT: Pumpkin Station
DATE OF EVENT: 09/27/2024 – 10/31/2024

APPROVALS:

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

CONDITIONS OF APPROVAL:

COMMUNITY DEVELOPMENT

Planning
No comments

Building
1. For the existing power poles that will be used, please contact the Building Division for any necessary permitting to have them powered by SDG&E.

2. No new mechanical or plumbing work is approved. If any plumbing or mechanical work is being proposed, a permit is required.

3. The ‘Manager’s Motorhome’ must be self-contained, no water or sewer hookups were proposed.

4. It is the owner/operator’s responsibility to adhere to accessibility requirements.

5. It is the owner/operator’s responsibility to obtain all necessary approvals from the other City/County agencies.

Samuel Marrinan, CBO
Building Official
smarrinan@nationalcityca.gov
619-336-4351

Neighborhood Services

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

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

RISK MANAGER (619) 336-4370
Risk Management has reviewed the above-captioned application for a Temporary Use Permit. As the event will be held solely on private property, no additional insurance requirements are necessary for the permit issuance.

It should be noted that the applicant properly executed the Hold Harmless and Indemnification Agreement when the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580
No involvement

POLICE DEPARTMENT
Patrol Officers will extra patrol with their unobligated time.

ENGINEERING
No comments received

COMMUNITY SERVICES
No comments or involvement

FINANCE
No comments received

FIRE (619) 336-4550

INSPECTION REQUIRED
TOTAL $1,602.00

$1,031.00 FEE FOR MULIPLE DAY FAIR/CARNIVALS, $571.00 FEE FOR CANOPIES
ADDITIONAL INSPECTION FEE FOR INSPECTIONS OCCURING
AFTER HOURS OR ON WEEKENDS OR HOLIDAYS

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

1) Access to the area to be maintained at all times.

2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.

3) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).

4) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).

5) Fire hydrants and fire department connections shall not be blocked or obstructed at any time.

6) Exit to be maintained in an obstructed manner at all times. Exit way to be clear of all obstructions.

7) Exits to be posted - **EXIT**.

8) No open flames or smoking inside or adjacent to the tent/canopy. Signs to be posted - **NO SMOKING.**

9) Extinguishers to be mounted in a visible location between 3½‘ to 5’ from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. **All fire extinguishers to have a current State Fire Marshal Tag attached. Extinguishers shall be mounted in conspicuous area inside tent or canopy.**

10) Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from all tents and canopies.

11) Any electrical power used is to be properly grounded and approved by the Building Official. Extension cords shall be used as “temporary Wiring” only.

12) Internal combustion power sources that may be used for “Light Towers” shall be of adequate capacity to permit uninterrupted operation during normal operating hours

13) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure

14) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet “State Fire Marshal approval for cooking.*** Certificate of State Fire Marshal flame spread shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	$0
401 – 500 sf -	$391.00
501 – 600 sf -	$436.00
601 – 700 sf -	$571.00

Tents:

0 –200 sf -	$391.00
201 – (+) sf -	$751.00

15) ***Bales of Straw and Corn Stalks shall meet the requirements for “Flame Propagation and Flame Spread”. Proof of product used shall be furnished to the National City Fire Department prior to opening day. An inspection and test on materials used will be required prior to opening day***

16) All Jumpers, Bounce Houses, and Inflatables, shall have a Certificate of State Fire Marshal flame resistance and shall be provided to the National City Fire Department before the event.

17) A fire safety inspection is to be conducted by the Fire Department prior to operations of the pumpkin patch to include all rides, cooking areas, game booths, etc.

18) First Aid will be provided by organization

AGENDA REPORT

Department: **Finance**
Prepared by: **Kecia Carrasco, Accountant**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Investment Report for the Quarter Ended June 30, 2024.

RECOMMENDATION:
Accept and File the Investment Report for the Quarter Ended June 30, 2024.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The California Government Code (§53646(b)(1)) requires that, when the Treasurer or the Chief Fiscal Officer of a local agency renders to the legislative body of the agency a quarterly report on the agency's investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- type of investment;
- issuer (bank or institution);
- date of maturity;
- dollar amount invested; and
- current market valuation as of the date of the report.

In addition, Government Code §53646(b)(2) requires that the report state the City's compliance with its investment policy and Government Code §53646(b)(3) requires that it include a statement regarding the ability of the local agency to meet its pool's expenditure requirements over the next six months.

OVERVIEW OF CITY INVESTMENTS

The City's pooled investment portfolio balance as of June 30, 2024, is summarized below and compared to the balance as of June 30, 2023.

Table 1

	6/30/2024	6/30/2023
Book Value [1]	$ 118,577,888	$ 122,986,556
Market Value [2]	$ 116,905,031	$ 119,405,557

[1] actual cost of investments
[2] amount at which the investments could be sold

The assets of the City of National City's investment portfolio are managed by Chandler Asset Management, the California Treasurer's Local Agency Investment Fund (LAIF) that represents the largest portion of the assets with 34.84% and the San Diego County Treasurer's Pooled

Money Fund (“San Diego County Pool”).

The San Diego County Pool and LAIF are liquid investment pools that allow participants to earn market-rate returns while retaining access to funds within 24 to 48 hours of a withdrawal request with no penalty. The City’s assets managed by Chandler Asset Management may be liquidated and withdrawn at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation of these investments is at the risk of loss and/or penalty to the City.

Summaries of the City’s investment portfolio are provided below. See Exhibit A for more detailed information.

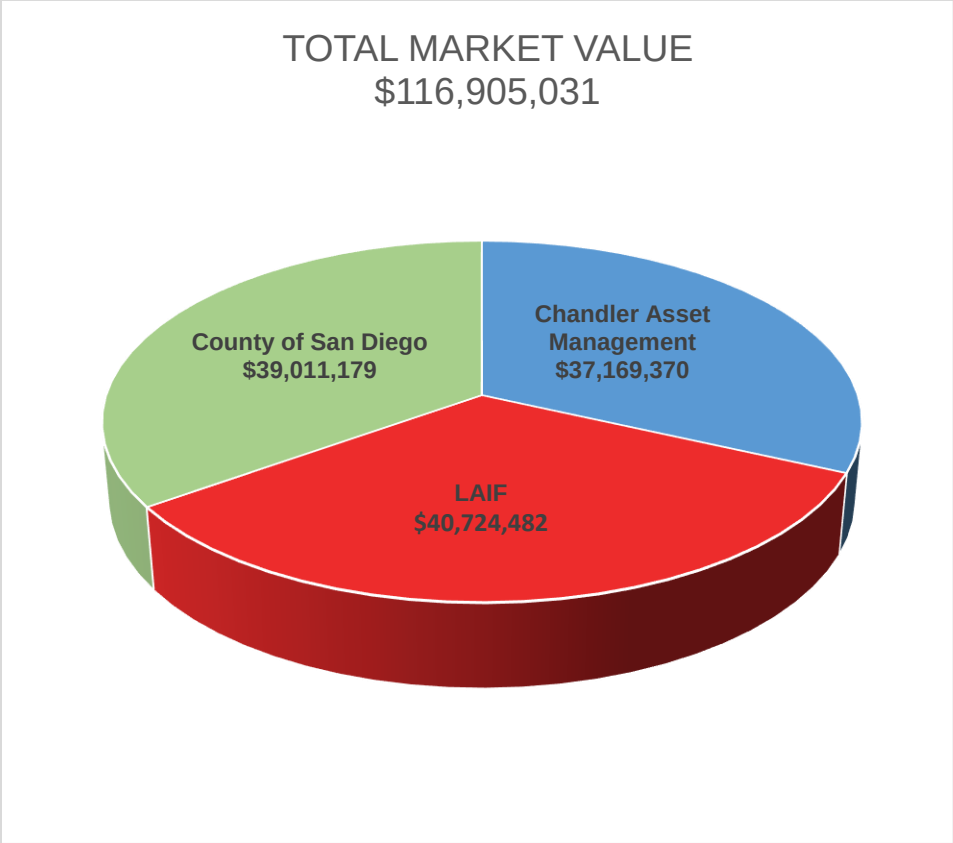
INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER

As of June 30, 2024

Table 2

Issuer/Manager	Book Value	Total Market Value	Market YTM	% of Portfolio
Chandler Asset Management	38,302,695	37,169,370	4.82%	31.79%
County of San Diego	39,608,258	39,011,179	3.94%	33.37%
Local Agency Investment Fund	40,666,935	40,724,482 [1]	4.48%	34.84%
Totals for June 30, 2024	$118,577,888	$116,905,031		100.00%

[1] reflects LAIF participation factor of 0.996316042



INVESTMENT PERFORMANCE BY ISSUER/MANAGER

For the Quarter Ended June 30, 2024

Table 3 **Total Market Value**

Issuer/Manager	6/30/2024	3/31/2024	Change	Period Return	Yield (Net)[2]
Chandler Asset Management	$37,169,370	$36,956,303	$213,067	0.82%	NA
County of San Diego	$39,011,179	$37,466,746	$1,544,433	4.03%	17.13%
Local Agency Investment Fund	$40,724,482	$40,208,059	$516,423	1.15%	4.70%
Totals for June 30, 2024	$116,905,031	$114,631,109	$2,273,923 [1]	2.00%[3]	

[1] no withdrawals
[2] annualized
[3] weighted

Economic Update:

"Recent economic data suggests positive but slower growth this year fueled by consumer spending. While the consumer has been resilient, declining savings rates, growing credit card debt, higher delinquencies, and a moderating labor market pose potential headwinds to future economic growth. Inflationary trends are subsiding, but core levels remain above the Fed's target. The labor market is showing signs of cooling, reflecting an improved balance between supply and demand for workers. Given the cumulative effects of restrictive monetary policy and tighter financial conditions, we believe the economy will gradually soften and the Fed will begin lowering interest rates at upcoming meetings with pace and magnitude determined by the incoming data.

As expected at the July meeting, the Federal Open Market Committee voted unanimously to leave the Federal Funds rate unchanged at a target range of 5.25 - 5.50%. Although this was the eighth straight meeting they left the overnight rate unchanged, they noted that risks to achieving their employment and inflation goals are moving "into better balance". In addition, the FOMC adjusted their evaluation of the labor market pointing out that job gains have moderated. The market is now pricing in more aggressive easing in the coming months.

The US Treasury yield curve shifted significantly lower in July as economic data moderated. The 2-year Treasury yield fell 50 basis points to 4.26%, the 5-year Treasury dropped 46 basis points to 3.91%, and the 10-year Treasury yield declined 37 basis points to 4.03%. The inversion between the 2-year Treasury yield and 10-year Treasury yield narrowed to -23 basis points at July month-end versus -36 basis points at June month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -92 basis points. The inversion between 3-month and 10-year Treasuries widened to -126 basis points in July from -96 basis points in June. "[1]

[1] June 30, 2024 Chandler Asset Management Quarterly Investment Report

COMPLIANCE STATEMENT

All of the City's investments are in compliance with the City's investment policy (City Council Policy No. 203) and the California Government Code (§53601) et seq.

FINANCIAL STATEMENT:

Realized gains for the period, reflected below, were $905,326. This amount is the result of a combination of factors including gains or losses from the sale of assets, accrued interest, and reinvested interest/earnings.

Table 4

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	$ 56,872
County of San Diego	387,262
LAIF	461,192
Totals for June 30, 2024	$ 905,326

The difference between the changes reflected in the previous two tables is attributable to the purchase and sale of securities for which the first of the tables accounts but the second table typically does not (unless an investment is sold before maturity).

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – 2024-0630 Investment Reports

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of National City | Account | As of June 30, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Bank of New York Mellon

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of National City | Account As of June 30, 2024

Portfolio Characteristics

Average Modified Duration	2.55
Average Coupon	2.94%
Average Purchase YTM	3.02%
Average Market YTM	4.82%
Average Quality	AA
Average Final Maturity	2.86
Average Life	2.81

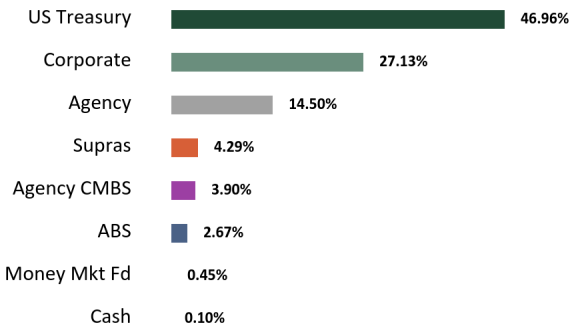
Account Summary

	Beg. Values as of 06/01/2024	End Values as of 06/30/2024
Market Value	36,961,827.00	37,169,370.25
Accrued Interest	241,599.57	258,440.46
Total Market Value	**37,203,426.57**	**37,427,810.71**
Income Earned	91,446.93	56,872.04
Cont/WD	(2,633.42)	(2,635.78)
Par	38,387,361.44	38,425,827.55
Book Value	38,269,422.82	38,302,695.14
Cost Value	38,269,422.82	38,302,695.14

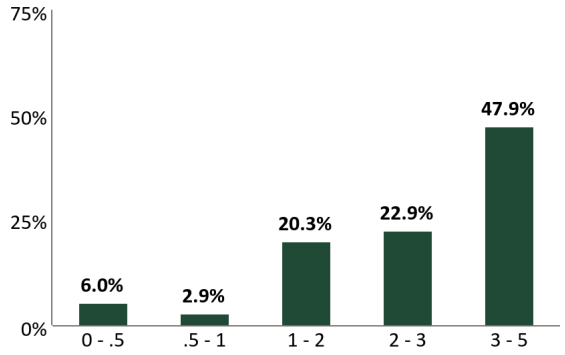
Top Issuers

United States	46.96%
Federal Home Loan Banks	7.12%
FHLMC	6.69%
Farm Credit System	4.60%
Inter-American Development Bank	2.60%
Apple Inc.	1.76%
International Finance Corporation	1.69%
State Street Corporation	1.47%

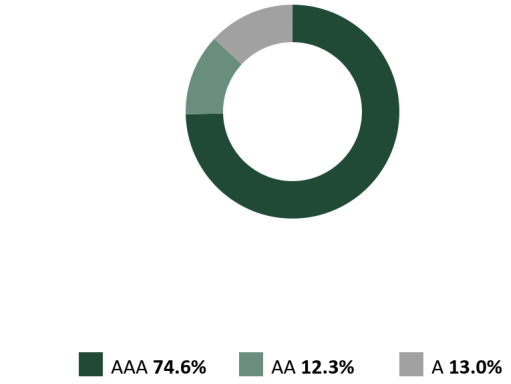
Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/01/12)
City of National City	0.61%	0.82%	1.04%	4.43%	2.40%	0.14%	0.95%	1.17%	1.06%
Benchmark Return*	0.70%	0.82%	0.81%	4.18%	1.85%	(0.27%)	0.65%	0.93%	0.86%

*Periods over 1 year are annualized.

Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

STATEMENT OF COMPLIANCE

City of National City | Account As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	3.9	Compliant	
Max % Issuer (MV)	5.0	3.9	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	2.7	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A- by 2, A-1 by 2)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A by 2, A-1 by 2)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	27.2	Compliant	
Max % Issuer (MV)	5.0	1.8	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				

STATEMENT OF COMPLIANCE

City of National City | Account As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	100.0	14.5	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.4	Compliant	
Max % Issuer (MV)	20.0	0.4	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 2)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A by 2, A-1 by 2 if > FDIC Limit)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	4.3	Compliant	
Max % Issuer (MV)	10.0	2.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	46.9	Compliant	

STATEMENT OF COMPLIANCE

City of National City | Account As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of National City | Account As of June 30, 2024

Maturities / Calls

Month to Date	**(580,000.00)**
Fiscal Year to Date	**(3,245,000.00)**

Principal Paydowns

Month to Date	**(40,950.36)**
Fiscal Year to Date	**(865,203.46)**

Purchases

Month to Date	**2,237,943.44**
Fiscal Year to Date	**19,570,860.64**

Sales

Month to Date	**(1,579,597.71)**
Fiscal Year to Date	**(14,671,237.66)**

Interest Received

Month to Date	**42,210.46**
Fiscal Year to Date	**840,395.70**

Purchased / Sold Interest

Month to Date	**(2,179.31)**
Fiscal Year to Date	**(17,187.00)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	38,269,422.82	37,732,951.71
Maturities/Calls	(580,000.00)	(3,245,000.00)
Principal Paydowns	(40,950.36)	(865,203.46)
Purchases	2,237,943.44	19,570,860.64
Sales	(1,579,597.71)	(14,671,237.66)
Change in Cash, Payables, Receivables	34,846.07	35,458.04
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	(38,969.12)	(255,134.13)
Ending Book Value	38,302,695.14	38,302,695.14

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	36,961,827.00	35,694,797.82
Maturities/Calls	(580,000.00)	(3,245,000.00)
Principal Paydowns	(40,950.36)	(865,203.46)
Purchases	2,237,943.44	19,570,860.64
Sales	(1,579,597.71)	(14,671,237.66)
Change in Cash, Payables, Receivables	34,846.07	35,458.04
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	174,270.93	904,829.00
Realized Gain (Loss)	(38,969.12)	(255,134.13)
Ending Market Value	37,169,370.25	37,169,370.25

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N807	FEDERATED HRMS GV O SVC	166,561.18	236,990.77 1,086,273.59 (1,156,703.18) 166,561.18	0.00 1,006.69 0.00 1,006.69	0.00 0.00 0.00 1,006.69	1,006.69
CCYUSD	Receivable	35,852.76	1,006.69 0.00 0.00 35,852.76	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**202,413.94**	**237,997.46** **1,086,273.59** **(1,156,703.18)** **202,413.94**	**0.00** **1,006.69** **0.00** **1,006.69**	**0.00** **0.00** **0.00** **1,006.69**	**1,006.69**
FIXED INCOME						
023135CF1	AMAZON.COM INC 3.3 04/13/2027	04/11/2022 04/13/2022 205,000.00	204,577.70 0.00 0.00 204,577.70	902.00 0.00 1,465.75 563.75	0.00 0.00 0.00 563.75	563.75
037833EB2	APPLE INC 0.7 02/08/2026	01/13/2022 01/18/2022 700,000.00	677,908.00 0.00 0.00 677,908.00	1,538.06 0.00 1,946.39 408.33	0.00 0.00 0.00 408.33	408.33
06051GHD4	BANK OF AMERICA CORP 3.419 12/20/2028	01/17/2024 01/19/2024 500,000.00	467,680.00 0.00 0.00 467,680.00	7,645.26 8,547.50 522.35 1,424.58	0.00 0.00 0.00 1,424.58	1,424.58
06368FAC3	BANK OF MONTREAL 1.25 09/15/2026	11/18/2021 11/22/2021 500,000.00	491,120.00 0.00 0.00 491,120.00	1,319.44 0.00 1,840.28 520.83	0.00 0.00 0.00 520.83	520.83
06406RAX5	BANK OF NEW YORK MELLON CORP 0.85 10/25/2024	12/15/2021 12/17/2021 500,000.00	495,325.00 0.00 0.00 495,325.00	425.00 0.00 779.17 354.17	0.00 0.00 0.00 354.17	354.17

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/07/2022 03/15/2022 430,000.00	429,918.30 0.00 0.00 429,918.30	2,087.89 0.00 2,912.06 824.17	0.00 0.00 0.00 824.17	824.17
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 165,000.00	0.00 164,974.94 0.00 164,974.94	0.00 0.00 474.83 474.83	0.00 0.00 0.00 474.83	474.83
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 395,000.00	394,890.51 0.00 0.00 394,890.51	905.87 1,698.50 905.87 1,698.50	0.00 0.00 0.00 1,698.50	1,698.50
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	06/06/2024 06/11/2024 230,000.00	0.00 229,692.95 0.00 229,692.95	0.00 0.00 619.72 619.72	0.00 0.00 0.00 619.72	619.72
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	0.00	605,009.60 0.00 (605,009.60) 0.00	7,735.35 8,337.50 0.00 602.15	0.00 0.00 0.00 602.15	602.15
3130A2UW4	FEDERAL HOME LOAN BANKS 2.875 09/13/2024	10/29/2019 10/30/2019 300,000.00	315,474.00 0.00 0.00 315,474.00	1,868.75 0.00 2,587.50 718.75	0.00 0.00 0.00 718.75	718.75
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	900,000.00	923,373.00 0.00 0.00 923,373.00	9,112.50 0.00 12,487.50 3,375.00	0.00 0.00 0.00 3,375.00	3,375.00
3130AWN63	FEDERAL HOME LOAN BANKS 4.0 06/30/2028	07/13/2023 07/14/2023 720,000.00	718,084.80 0.00 0.00 718,084.80	12,080.00 0.00 80.00 (12,000.00)	0.00 0.00 0.00 (12,000.00)	(12,000.00)
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	09/12/2023 09/14/2023 750,000.00	746,200.50 0.00 0.00 746,200.50	7,565.10 0.00 10,299.48 2,734.37	0.00 0.00 0.00 2,734.37	2,734.37

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	11/27/2023 11/28/2023 440,000.00	443,150.40 0.00 0.00 443,150.40	1,017.50 0.00 2,713.33 1,695.83	0.00 0.00 0.00 1,695.83	1,695.83
3133EPN50	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 12/15/2028	12/18/2023 12/19/2023 550,000.00	556,110.50 0.00 0.00 556,110.50	10,778.47 11,687.50 1,038.89 1,947.92	0.00 0.00 0.00 1,947.92	1,947.92
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	08/09/2023 08/14/2023 725,000.00	723,332.50 0.00 0.00 723,332.50	9,696.88 0.00 12,415.63 2,718.75	0.00 0.00 0.00 2,718.75	2,718.75
3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025	06/04/2020 06/05/2020 625,000.00	652,443.75 0.00 0.00 652,443.75	2,838.54 0.00 3,619.79 781.25	0.00 0.00 0.00 781.25	781.25
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	09/24/2020 09/25/2020 450,000.00	448,857.00 0.00 0.00 448,857.00	318.75 0.00 459.38 140.63	0.00 0.00 0.00 140.63	140.63
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	07/10/2023 07/13/2023 190,000.00	179,891.41 0.00 0.00 179,891.41	530.42 530.42 530.42 530.42	0.00 0.00 0.00 530.42	530.42
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	05/24/2023 05/30/2023 720,000.00	706,781.25 0.00 0.00 706,781.25	2,310.00 2,310.00 2,310.00 2,310.00	0.00 0.00 0.00 2,310.00	2,310.00
3137FGZT5	FHMS K-079 A2 3.926 06/25/2028	07/10/2023 07/13/2023 300,000.00	290,332.03 0.00 0.00 290,332.03	981.50 981.50 981.50 981.50	0.00 0.00 0.00 981.50	981.50
3137H4BY5	FHMS K-746 A2 2.031 09/25/2028	10/26/2023 10/31/2023 320,000.00	275,587.50 0.00 0.00 275,587.50	541.60 541.60 541.60 541.60	0.00 0.00 0.00 541.60	541.60

INCOME EARNED

City of National City | Account As of June 30, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
43813GAC5	HAROT 2021-1 A3 0.27 04/21/2025	02/17/2021 02/24/2021 0.00	161.02 0.00 (161.02) 0.00	0.01 0.04 0.00 0.03	0.00 0.00 0.00 0.03	0.03
43815BAC4	HAROT 2022-1 A3 1.88 05/15/2026	02/15/2022 02/23/2022 120,742.62	131,819.05 0.00 (11,094.59) 120,724.46	110.16 206.55 100.89 197.28	0.00 0.00 0.00 197.28	197.28
43815GAC3	HAROT 2021-4 A3 0.88 01/21/2026	11/16/2021 11/24/2021 47,949.05	53,557.81 0.00 (5,618.88) 47,938.94	13.09 39.28 11.72 37.91	0.00 0.00 0.00 37.91	37.91
438516CJ3	HONEYWELL INTERNATIONAL INC 4.95 02/15/2028	02/13/2023 02/15/2023 450,000.00	460,093.50 0.00 0.00 460,093.50	6,558.75 0.00 8,415.00 1,856.25	0.00 0.00 0.00 1,856.25	1,856.25
4581X0DZ8	INTER-AMERICAN DEVELOPMENT BANK 0.5 09/23/2024	09/15/2021 09/23/2021 505,000.00	504,626.30 0.00 0.00 504,626.30	476.94 0.00 687.36 210.42	0.00 0.00 0.00 210.42	210.42
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	02/15/2024 02/20/2024 475,000.00	470,782.00 0.00 0.00 470,782.00	6,585.68 0.00 8,218.49 1,632.81	0.00 0.00 0.00 1,632.81	1,632.81
45950KCR9	INTERNATIONAL FINANCE CORP 1.375 10/16/2024	07/12/2021 07/14/2021 300,000.00	308,070.00 0.00 0.00 308,070.00	515.63 0.00 859.38 343.75	0.00 0.00 0.00 343.75	343.75
45950KDD9	INTERNATIONAL FINANCE CORP 4.5 07/13/2028	07/06/2023 07/13/2023 330,000.00	329,633.70 0.00 0.00 329,633.70	5,692.50 0.00 6,930.00 1,237.50	0.00 0.00 0.00 1,237.50	1,237.50
46625HRY8	JPMORGAN CHASE & CO 3.782 02/01/2028	06/13/2023 06/15/2023 450,000.00	426,834.00 0.00 0.00 426,834.00	5,673.00 0.00 7,091.25 1,418.25	0.00 0.00 0.00 1,418.25	1,418.25

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
47787JAC2	JDOT 2022 A3 0.36 09/15/2026	03/10/2022 03/16/2022 83,290.60	88,911.59 0.00 (5,639.42) 83,272.18	91.70 171.93 85.88 166.11	0.00 0.00 0.00 166.11	166.11
47788UAC6	JDOT 2021 A3 0.36 09/15/2025	03/02/2021 03/10/2021 10,309.68	13,240.09 0.00 (2,932.39) 10,307.70	2.12 3.97 1.65 3.50	0.00 0.00 0.00 3.50	3.50
47789QAC4	JDOT 2021-B A3 0.52 03/16/2026	07/13/2021 07/21/2021 39,697.40	45,131.38 0.00 (5,437.53) 39,693.86	10.43 19.56 9.17 18.30	0.00 0.00 0.00 18.30	18.30
47800AAC4	JDOT 2022-B A3 3.74 02/16/2027	07/12/2022 07/20/2022 136,424.26	144,141.96 0.00 (7,730.72) 136,411.24	239.62 449.29 226.77 436.44	0.00 0.00 0.00 436.44	436.44
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	02/07/2024 02/09/2024 275,000.00	274,818.50 0.00 0.00 274,818.50	3,850.00 0.00 4,881.25 1,031.25	0.00 0.00 0.00 1,031.25	1,031.25
57636QAW4	MASTERCARD INC 4.875 03/09/2028	03/06/2023 03/09/2023 225,000.00	224,781.75 0.00 0.00 224,781.75	2,498.44 0.00 3,412.50 914.06	0.00 0.00 0.00 914.06	914.06
58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/08/2023 05/17/2023 105,000.00	104,914.95 0.00 0.00 104,914.95	165.38 0.00 519.75 354.38	0.00 0.00 0.00 354.38	354.38
61747YET8	MORGAN STANLEY 4.679 07/17/2026	07/18/2022 07/20/2022 205,000.00	205,000.00 0.00 0.00 205,000.00	3,570.34 0.00 4,369.67 799.33	0.00 0.00 0.00 799.33	799.33
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	09/28/2022 09/30/2022 500,000.00	485,540.00 0.00 0.00 485,540.00	1,166.67 0.00 2,833.33 1,666.67	0.00 0.00 0.00 1,666.67	1,666.67

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	01/24/2024 01/31/2024 475,000.00	474,225.75 0.00 0.00 474,225.75	7,344.03 0.00 9,164.86 1,820.83	0.00 0.00 0.00 1,820.83	1,820.83
74340XCG4	PROLOGIS LP 4.875 06/15/2028	06/26/2023 06/28/2023 115,000.00	114,297.35 0.00 0.00 114,297.35	2,585.10 2,803.13 249.17 467.19	0.00 0.00 0.00 467.19	467.19
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	12/18/2023 12/20/2023 450,000.00	433,890.00 0.00 0.00 433,890.00	4,106.25 0.00 5,475.00 1,368.75	0.00 0.00 0.00 1,368.75	1,368.75
756109CF9	REALTY INCOME CORP 4.75 02/15/2029	02/28/2024 02/29/2024 450,000.00	440,946.00 0.00 0.00 440,946.00	8,015.63 0.00 9,796.88 1,781.25	0.00 0.00 0.00 1,781.25	1,781.25
78015K7H1	ROYAL BANK OF CANADA 1.15 06/10/2025	11/16/2021 11/18/2021 500,000.00	496,035.00 0.00 0.00 496,035.00	2,731.25 2,875.00 335.42 479.17	0.00 0.00 0.00 479.17	479.17
808513BY0	CHARLES SCHWAB CORP 2.45 03/03/2027	03/01/2022 03/03/2022 80,000.00	79,913.60 0.00 0.00 79,913.60	479.11 0.00 642.44 163.33	0.00 0.00 0.00 163.33	163.33
857477BR3	STATE STREET CORP 1.746 02/06/2026	02/02/2022 02/07/2022 125,000.00	125,000.00 0.00 0.00 125,000.00	697.19 0.00 879.06 181.88	0.00 0.00 0.00 181.88	181.88
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/13/2024 03/18/2024 425,000.00	425,000.00 0.00 0.00 425,000.00	4,303.00 0.00 6,071.35 1,768.35	0.00 0.00 0.00 1,768.35	1,768.35
87612EBM7	TARGET CORP 1.95 01/15/2027	01/19/2022 01/24/2022 215,000.00	214,634.50 0.00 0.00 214,634.50	1,583.83 0.00 1,933.21 349.38	0.00 0.00 0.00 349.38	349.38

INCOME EARNED

City of National City | Account As of June 30, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89114TZG0	TORONTO-DOMINION BANK 1.25 09/10/2026	11/17/2021 11/19/2021 500,000.00	489,720.00 0.00 0.00 489,720.00	1,406.25 0.00 1,927.08 520.83	0.00 0.00 0.00 520.83	520.83
89236TLB9	TOYOTA MOTOR CREDIT CORP 5.25 09/11/2028	09/12/2023 09/13/2023 450,000.00	450,900.00 0.00 0.00 450,900.00	5,250.00 0.00 7,218.75 1,968.75	0.00 0.00 0.00 1,968.75	1,968.75
89240BAC2	TAOT 2021-A A3 0.26 05/15/2025	02/02/2021 02/08/2021 0.00	2,329.52 0.00 (2,329.52) 0.00	0.27 0.50 0.00 0.23	0.00 0.00 0.00 0.23	0.23
91159HHX1	US BANCORP 2.4 07/30/2024	03/25/2021 03/29/2021 450,000.00	475,276.50 0.00 0.00 475,276.50	3,630.00 0.00 4,530.00 900.00	0.00 0.00 0.00 900.00	900.00
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	1,000,000.00	1,019,062.50 0.00 0.00 1,019,062.50	4,409.34 0.00 5,645.60 1,236.26	0.00 0.00 0.00 1,236.26	1,236.26
9128284Z0	UNITED STATES TREASURY 2.75 08/31/2025	06/17/2021 06/18/2021 675,000.00	732,111.33 0.00 0.00 732,111.33	4,691.07 0.00 6,204.31 1,513.25	0.00 0.00 0.00 1,513.25	1,513.25
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	10/25/2021 10/26/2021 1,000,000.00	1,050,234.38 0.00 0.00 1,050,234.38	3,811.48 0.00 5,655.74 1,844.26	0.00 0.00 0.00 1,844.26	1,844.26
912828P46	UNITED STATES TREASURY 1.625 02/15/2026	1,300,000.00	1,303,801.76 0.00 0.00 1,303,801.76	6,209.82 0.00 7,950.89 1,741.07	0.00 0.00 0.00 1,741.07	1,741.07
912828R36	UNITED STATES TREASURY 1.625 05/15/2026	10/25/2021 10/26/2021 1,000,000.00	1,022,500.00 0.00 0.00 1,022,500.00	750.68 0.00 2,075.41 1,324.73	0.00 0.00 0.00 1,324.73	1,324.73

INCOME EARNED

City of National City | Account As of June 30, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	03/29/2022 03/30/2022 360,000.00	355,387.50 0.00 0.00 355,387.50	2,381.04 0.00 3,048.63 667.58	0.00 0.00 0.00 667.58	667.58
91282CAM3	UNITED STATES TREASURY 0.25 09/30/2025	550,000.00	970,800.79 0.00 (436,860.36) 533,940.43	423.50 218.24 345.63 140.37	0.00 0.00 0.00 140.37	140.37
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	11/29/2021 11/30/2021 650,000.00	629,535.16 0.00 0.00 629,535.16	141.30 0.00 273.78 132.47	0.00 0.00 0.00 132.47	132.47
91282CAZ4	UNITED STATES TREASURY 0.375 11/30/2025	800,000.00	780,535.15 0.00 0.00 780,535.15	8.20 0.00 254.10 245.90	0.00 0.00 0.00 245.90	245.90
91282CDG3	UNITED STATES TREASURY 1.125 10/31/2026	11/18/2021 11/19/2021 1,000,000.00	995,507.81 0.00 0.00 995,507.81	978.26 0.00 1,895.38 917.12	0.00 0.00 0.00 917.12	917.12
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	12/22/2021 12/23/2021 1,000,000.00	1,001,601.56 0.00 0.00 1,001,601.56	34.15 0.00 1,058.74 1,024.59	0.00 0.00 0.00 1,024.59	1,024.59
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	05/25/2022 05/26/2022 690,000.00	682,722.66 0.00 0.00 682,722.66	2,922.13 0.00 4,336.07 1,413.93	0.00 0.00 0.00 1,413.93	1,413.93
91282CET4	UNITED STATES TREASURY 2.625 05/31/2027	06/21/2022 06/22/2022 850,000.00	820,847.66 0.00 0.00 820,847.66	60.96 0.00 1,889.86 1,828.89	0.00 0.00 0.00 1,828.89	1,828.89
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	08/30/2022 08/31/2022 325,000.00	317,001.95 0.00 0.00 317,001.95	2,995.54 0.00 3,732.14 736.61	0.00 0.00 0.00 736.61	736.61

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	10/05/2022 10/06/2022 125,000.00	120,214.84 0.00 0.00 120,214.84	987.18 0.00 1,305.62 318.44	0.00 0.00 0.00 318.44	318.44
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	1,025,000.00	1,035,717.78 0.00 0.00 1,035,717.78	7,162.40 0.00 10,628.07 3,465.68	0.00 0.00 0.00 3,465.68	3,465.68
91282CFZ9	UNITED STATES TREASURY 3.875 11/30/2027	12/28/2022 12/29/2022 760,000.00	756,971.88 0.00 0.00 756,971.88	80.46 0.00 2,494.40 2,413.93	0.00 0.00 0.00 2,413.93	2,413.93
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	01/24/2023 01/25/2023 1,000,000.00	1,012,890.63 0.00 0.00 1,012,890.63	16,287.77 0.00 105.30 (16,182.48)	0.00 0.00 0.00 (16,182.48)	(16,182.48)
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	05/25/2023 05/26/2023 425,000.00	420,185.55 0.00 0.00 420,185.55	2,609.80 0.00 3,872.61 1,262.81	0.00 0.00 0.00 1,262.81	1,262.81
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	800,000.00	777,078.13 0.00 0.00 777,078.13	2,434.78 0.00 4,717.39 2,282.61	0.00 0.00 0.00 2,282.61	2,282.61
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	02/26/2024 02/27/2024 700,000.00	690,292.97 0.00 0.00 690,292.97	9,384.62 0.00 11,692.31 2,307.69	0.00 0.00 0.00 2,307.69	2,307.69
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	700,000.00	683,417.97 0.00 0.00 683,417.97	4,891.39 0.00 7,258.20 2,366.80	0.00 0.00 0.00 2,366.80	2,366.80
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	05/28/2024 05/29/2024 700,000.00	701,394.53 0.00 0.00 701,394.53	2,815.22 0.00 5,454.48 2,639.27	0.00 0.00 0.00 2,639.27	2,639.27

INCOME EARNED

City of National City | Account As of June 30, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	 750,000.00	0.00 757,001.96 0.00 757,001.96	0.00 (2,397.55) 2,858.61 461.06	0.00 0.00 0.00 461.06	461.06
91324PEC2	UNITEDHEALTH GROUP INC 1.15 05/15/2026	11/24/2021 11/29/2021 500,000.00	490,095.00 0.00 0.00 490,095.00	255.56 0.00 734.72 479.17	0.00 0.00 0.00 479.17	479.17
931142ER0	WALMART INC 1.05 09/17/2026	09/08/2021 09/17/2021 80,000.00	79,848.80 0.00 0.00 79,848.80	172.67 0.00 242.67 70.00	0.00 0.00 0.00 70.00	70.00
931142EX7	WALMART INC 3.95 09/09/2027	10/05/2022 10/07/2022 350,000.00	341,393.50 0.00 0.00 341,393.50	3,149.03 0.00 4,301.11 1,152.08	0.00 0.00 0.00 1,152.08	1,152.08
Total Fixed Income		**38,223,413.61**	**38,031,425.36 1,151,669.85 (1,082,814.01) 38,100,281.20**	**241,599.57 39,024.46 258,440.46 55,865.35**	**0.00 0.00 0.00 55,865.35**	**55,865.35**
TOTAL PORTFOLIO		**38,425,827.55**	**38,269,422.82 2,237,943.44 (2,239,517.19) 38,302,695.14**	**241,599.57 40,031.15 258,440.46 56,872.04**	**0.00 0.00 0.00 56,872.04**	**56,872.04**



COUNTY OF SAN DIEGO INVESTMENT POOL

TREASURY INVESTMENT RESULTS

Jun 2024

County of San Diego Treasurer-Tax Collector | 1600 Pacific Hwy, San Diego, CA 92101 | www.sdttc.com

SUMMARY PORTFOLIO STATISTICS

County of San Diego Pooled Money Fund

As of June 30, 2024

Investment Type	Par Value	Book Value	Market Value	% of Portfolio	Market Price	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
ABS	1,050,909,137	1,050,341,345	1,044,089,842	6.62%	99.35	1113	4.33%	1,908,368	(6,251,502)
Agency	4,093,748,000	4,064,313,730	3,937,797,146	24.98%	96.19	595	2.67%	14,181,515	(126,516,585)
Bank Deposit	361,902,175	361,902,175	361,902,175	2.30%	100.00	0	4.82%	-	-
Commercial Paper	2,886,000,000	2,868,041,671	2,866,438,816	18.18%	99.32	44	5.46%	-	(1,602,855)
Corporate	405,145,000	403,753,518	397,548,183	2.52%	98.12	252	2.25%	2,420,367	(6,205,335)
LAIF	2,192	2,192	2,192	0.00%	100.00	0	4.36%	-	-
Local Gov Investment Pool	256,271,036	256,271,036	256,271,036	1.63%	100.00	0	5.44%	-	-
Money Market Fund FI	386,000,000	386,000,000	386,000,000	2.45%	100.00	0	5.24%	-	-
Municipal Bonds	546,905,000	547,628,263	535,699,881	3.40%	97.95	686	2.80%	3,808,522	(11,928,383)
Negotiable CD	2,924,000,000	2,924,000,000	2,923,466,847	18.54%	99.98	120	5.47%	49,089,218	(533,153)
Supranationals	1,611,274,000	1,596,570,591	1,569,671,048	9.96%	97.42	1142	3.20%	12,976,852	(26,899,543)
US Treasury	1,558,000,000	1,548,925,425	1,487,552,199	9.43%	95.48	566	1.75%	5,206,417	(61,373,226)
Total for June 2024	16,080,156,540	16,007,749,945	15,766,439,364	100%	98.05	449	3.94%	89,591,259	(241,310,581)
Total for May 2024	16,573,129,627	16,499,440,489	16,230,659,960	100%	97.93	434	3.98%	104,818,537	(268,780,529)
Change from Prior Month	(492,973,087)	(491,690,544)	(464,220,596)		0.12	15	-0.04%	(15,227,278)	27,469,948
Portfolio Effective Duration	1.07								

Return Information	Monthly Return	Annualized	Fiscal Year To Date Return	Annualized	Calendar YTD Return	Annualized
Book Value	0.31%	3.80%	3.75%	3.75%	1.90%	3.84%

Notes

Yield to maturity (YTM) is the estimated rate of return on a bond given its purchase price, assuming all coupon payments are made on a timely basis and reinvested at this same rate of return to the maturity date. Weighted Days to Maturity is average time it takes for securities in a portfolio to mature, weighted in proportion to the dollar amount that is invested in the portfolio. Yields for the portfolio are aggregated based on the book value of each security.

Monthly Investment Returns are reported gross of fees. Administration fees since fiscal year 17-18 have averaged approximately 7 basis points per annum. **All Investments held during the month of June 2024 were in compliance with the Investment Policy dated January 1, 2023. The County Treasurer believes the Treasury Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and incoming cash to meet the next six months of expected expenditures.

While Safety, Liquidity, and Yield remain the Fund's primary investment objectives, all else being equal and acting under statutory investment limitations, the County Treasurer affirms his/her commitment to the consideration of ESG criteria in evaluating securities. Sustainalytics, a Morningstar Company, provides high-quality, analytical environmental, social and governance (ESG) research, ratings and data to institutional investors and companies. Using Sustainalytics scoring, which is available on Bloomberg, the Pool had a weighted average MTN/CP/CD score of 19.98 as of 06/30/24, placing it in the "Medium Risk" category. Sustainalytics' ratings categories are: negligible (0-9.99), low (10-19.99), medium (20-29.99), high (30-39.99) and severe (40+).

PARTICIPANT CASH BALANCES

County of San Diego Pooled Money Fund

As of June 30, 2024

($000)

PARTICIPANT	FMV 04/30/24	FMV 05/31/24	FMV 06/30/24	% of Total
COUNTY	2,210,708	2,184,414	1,547,091	9.81%
COUNTY - SPECIAL TRUST FUNDS	3,284,124	2,994,039	3,298,291	20.92%
NON-COUNTY INVESTMENT FUNDS	131,568	126,590	119,312	0.76%
SCHOOLS - (K THRU 12)	9,101,433	8,718,532	8,563,619	54.32%
COMMUNITY COLLEGES				
Grossmont-Cuyamaca	227,066	216,516	221,999	1.41%
MiraCosta	297,311	285,139	279,208	1.77%
Palomar	300,359	286,035	304,791	1.93%
San Diego	348,181	332,715	370,855	2.36%
Southwestern	296,435	284,419	279,369	1.77%
Total Community Colleges	**1,469,352**	**1,404,824**	**1,456,222**	**9.24%**
FIRST 5 COMMISSION	34,398	33,830	32,325	0.21%
SDCERA	8,578	8,141	1,239	0.01%
CITIES				
Chula Vista	6,149	6,114	6,282	0.04%
Coronado	25,620	22,395	21,449	0.14%
Del Mar	2,890	2,894	2,974	0.02%
Encinitas	1,271	1,273	1,308	0.01%
National City	37,913	37,966	39,011	0.25%
Oceanside*	0	0	0	0.00%
Solana Beach*	0	0	0	0.00%
Vista	87	87	89	0.00%
INDEPENDENT AGENCIES				
Air Pollution Control District	110,968	106,156	121,514	0.77%
Alpine FPD	1,507	1,667	1,408	0.01%
Bonita-Sunnyside FPD	3,165	3,290	3,469	0.02%
Borrego Springs FPD	2,446	2,495	3	0.00%
Canebrake County Water District	0	0	0	0.00%
Deer Springs FPD	21,349	20,199	20,751	0.13%
Grossmont Healthcare District	2	2	2	0.00%
Julian-Cuyamaca FPD	0	0	0	0.00%
Lake Cuyamaca Rec & Park District	95	96	98	0.00%

PARTICIPANT	FMV 04/30/24	FMV 05/31/24	FMV 06/30/24	% of Total
Lakeside FPD	3,366	1,731	1,195	0.01%
Leucadia Wastewater District	11	0	0	0.00%
Lower Sweetwater FPD	755	686	714	0.00%
Metropolitan Transit System	188,345	190,021	195,254	1.24%
Mission Resource Conservation District	74	75	78	0.00%
North County Transit District	41,711	41,770	42,919	0.27%
North County Cemetery District	10,953	10,892	11,262	0.07%
North County Dispatch	5,758	6,156	6,575	0.04%
North County FPD	11,640	9,797	9,319	0.06%
Otay Water District	15,579	15,601	902	0.01%
Palomar Health	1	0	1	0.00%
Pomerado Cemetery District	2,191	2,145	2,243	0.01%
Public Agencies Self-Insurance System	2	0	0	0.00%
Ramona Cemetery District	1,746	1,727	1,767	0.01%
Rancho Santa Fe FPD	17,554	15,828	15,177	0.10%
Resource Conservation District of Greater SD*	0	0	0	0.00%
Rincon del Diablo Municipal Water District	4,052	4,057	4,169	0.03%
SANDAG	10,603	10,618	10,619	0.07%
SD County Regional Airport Authority	208,587	174,388	166,775	1.06%
San Diego Housing Commission	8,123	8,134	8,374	0.05%
San Diego Geographic Information Source	1,058	984	881	0.01%
San Diego Law Library	7,295	7,563	7,788	0.05%
San Diego Local Agency Formation Comm	1,828	1,872	1,766	0.01%
San Diego Regional Training Center	1,245	1,279	1,307	0.01%
San Dieguito River Park	1,122	1,015	880	0.01%
San Marcos FPD	1	1	1	0.00%
San Miguel Consolidated FPD	24,070	22,560	20,823	0.13%
Santa Fe Irrigation District	4,702	4,709	4,838	0.03%
Upper San Luis Rey Resource Conserv Dist	25	26	26	0.00%
Vallecitos Water District	5,775	5,784	5,943	0.04%
Valley Center FPD	3,140	2,630	2,365	0.02%
Valley Center Cemetery District	452	454	468	0.00%
Valley Center Water District	10,189	10,042	2,536	0.02%
Vista FPD	4,341	3,114	3,014	0.02%
Whispering Palms Community Services District*	0	0	0	0.00%
Total Voluntary Participants	**852,734**	**802,262**	**781,904**	**4.96%**
Pooled Money Fund Total	**$ 17,049,918**	**$ 16,230,660**	**$ 15,766,439**	**100.00%**

*** Footnote:** The Oracle ending balances for these pool participants are under $500. Due to rounding, the FMV will show as zero even though there is an Oracle balance.

There's a small adjustment to the COSD Pool Market Value as of 06/20/2024, but this not what drove your market value higher. Mainly it is because your share in the Pool went up in June 2024 **(0.2474%)** vs **(0.2339%)** in May 2024 while COSD Pool Book Value (as well as Market Value) went down because of some withdrawals/out from the Pool during the month of June.

Please find below the revised valuation table for National City and let me know if you still have any questions.

National City

Conversion of Oracle Cash Balance to COSD Pool Market Price

Month Ended June 30, 2024

					Pool YTM:	3.95
			Current Month	Prior Month	Prior Quarter	Prior Year
			6/30/2024	5/31/2024	3/31/2024	6/30/2023
	COSD Pool Market Price		100.852%	98.831%	97.839%	99.531%
	COSD Pool Market Value		15,766,439,364	16,230,659,960	15,349,258,784	15,570,724,983
	National City percentage of MV share in COSD Pool		0.2474%	0.2339%	0.2441%	0.2390%
Fund	Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077	NATIONAL CITY INVESTMENT FUND	38,681,684	39,011,179	37,966,409	37,466,746	37,209,041
	Total for National City	**38,681,684**	**39,011,179**	**37,966,409**	**37,466,746**	**37,209,041**

**** Please note that the National City Market Value reported above is a prorated share of National City in the COSD Investment Pool and based on National City Cash Balance.***

Below is the market price for May 2024. Apologies for the delay.

National City

Conversion of Oracle Cash Balance to COSD Pool Market Price

Month Ended May 31, 2024

Pool YTM: 3.98

	Current Month	Prior Month	Prior Quarter	Prior Year
	5/31/2024	4/30/2024	2/29/2024	5/31/2023
COSD Pool Market Price	98.831%	98.692%	98.378%	98.116%
COSD Pool Market Value	16,230,659,960	17,049,918,378	15,236,815,412	15,912,924,549
National City percentage of MV share in COSD Pool	0.2339%	0.2224%	0.2458%	0.2290%

Fund	Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077	NATIONAL CITY INVESTMENT FUND	38,415,491	37,966,409	37,913,131	37,453,646	36,440,597
	Total for National City	**38,415,491**	**37,966,409**	**37,913,131**	**37,453,646**	**36,440,597**

National City

Conversion of Oracle Cash Balance to COSD Pool Market Price

Month Ended Apr 30, 2024

Pool YTM: 4.06

			Current Month	Prior Month	Prior Quarter	Prior Year
			4/30/2024	3/31/2024	1/31/2024	4/30/2023
	COSD Pool Market Price		98.692%	97.839%	98.830%	97.755%
	COSD Pool Market Value		17,049,918,378	15,349,258,784	15,578,547,462	16,519,538,605
	National City percentage of MV share in COSD Pool		0.2224%	0.2441%	0.2415%	0.2197%
Fund	**Description**	**Oracle Cash Balance**	**Market Value**	**Market Value**	**Market Value**	**Market Value**
44077	NATIONAL CITY INVESTMENT FUND	38,415,491	37,913,131	37,466,746	37,625,765	36,300,630
	Total for National City	**38,415,491**	**37,913,131**	**37,466,746**	**37,625,765**	**36,300,630**

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 17, 2024

LAIF Home
PMIA Average Monthly Yields

CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

Tran Type Definitions

Account Number:

June 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	40,875,064.15
Total Withdrawal:	0.00	Ending Balance:	40,875,064.15

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

June 10, 2024

LAIF Home
PMIA Average Monthly Yields

CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

Tran Type Definitions

Account Number:

May 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	40,875,064.15
Total Withdrawal:	0.00	Ending Balance:	40,875,064.15

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 09, 2024

LAIF Home
PMIA Average Monthly Yields

CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

Tran Type Definitions

Account Number:

April 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2024	4/12/2024	QRD	1752019	N/A	SYSTEM	432,082.47

Account Summary

Total Deposit:	432,082.47	Beginning Balance:	40,442,981.68
Total Withdrawal:	0.00	Ending Balance:	40,875,064.15

State of California
Pooled Money Investment Account
Market Valuation
6/30/2024

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	$ 39,152,874,329.72	$ 39,597,554,203.90	$ 39,587,768,752.50	NA
Notes	$ 62,176,581,824.56	$ 62,141,474,346.68	$ 61,651,762,504.00	$ 416,898,092.00
Federal Agency:				
SBA	$ 247,843,562.04	$ 247,843,562.04	$ 251,790,529.61	$ 1,200,799.53
MBS-REMICs	$ 1,567,186.59	$ 1,567,186.59	$ 1,529,976.88	$ 6,836.72
Debentures	$ 8,184,587,071.78	$ 8,182,672,988.45	$ 8,108,396,505.00	$ 75,509,041.45
Debentures FR	$ -	$ -	$ -	$ -
Debentures CL	$ 2,250,000,000.00	$ 2,250,000,000.00	$ 2,235,914,150.00	$ 13,689,585.50
Discount Notes	$ 29,807,385,861.03	$ 30,141,723,379.95	$ 30,121,121,250.00	NA
Supranational Debentures	$ 2,970,189,533.33	$ 2,970,189,533.33	$ 2,937,719,880.00	$ 28,822,792.40
Supranational Debentures FR	$ -	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -	$ -
Bank Notes	$ -		$ -	$ -
CDs and YCDs	$ 15,450,015,000.00	$ 15,450,000,000.00	$ 15,446,181,621.02	$ 248,570,152.74
Commercial Paper	$ 11,683,558,041.73	$ 11,815,541,750.00	$ 11,811,742,819.45	NA
Corporate:				
Bonds FR	$ -	$ -	$ -	$ -
Bonds	$ 693,227,689.67	$ 692,770,418.83	$ 678,296,776.00	$ 7,163,534.78
Repurchase Agreements	$ -	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -	$ -
Time Deposits	$ 5,060,000,000.00	$ 5,060,000,000.00	$ 5,060,000,000.00	NA
PMIA & GF Loans	$ 362,908,000.00	$ 362,908,000.00	$ 362,908,000.00	NA
TOTAL	$ 178,040,738,100.45	$ 178,914,245,369.77	$ 178,255,132,764.46	$ 791,860,835.12

Fair Value Including Accrued Interest $ 179,046,993,599.58

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.996316042).
As an example: if an agency has an account balance of $20,000,000.00, then the agency would report its participation in the LAIF valued at $19,926,320.84 or $20,000,000.00 x 0.996316042.

LOCAL AGENCY INVESTMENT FUND

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305*	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122	4.232	4.272	4.332	4.480						

* Revised

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AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #5 for the period of 7/26/24 through 8/1/24 in the amount of $8,869,936.22

RECOMMENDATION:
Ratify Warrants Totaling $8,869,936.22

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 7/26/24 – 8/1/24. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Health Net Inc	370550	$64,800.67	Grp# R1192A August 2024
City of Chula Vista	370528	$115,839.00	4th Qtr Payment for Shelter Services
Public Emp Ret	2421100224	$549,546.00	Annual Unfunded Accrued Liability Plan
Union Bank of Ca	240731	$340,000.00	GO Obligation Refunding Bonds 2012
The Bank of NY Mellon	8842	$3,487,799.20	SA National City RDA TARB 2017A
The Bank of NY Mellon	8786	$240,826.80	SA National City RDA TARB 2017B
Commonwealth Land	4775	$1,830,362.16	Union Tower Construction Draw Req #1

FINANCIAL STATEMENT:
Warrant total $8,869,936.22

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – Warrant Register 5

WARRANT REGISTER # 5
8/1/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Building/Planning				
STAPLES BUSINESS ADV	MOP#45704 BUILDING OFFICE SUPPLIES	370593	8/1/24	79.88
		Total for Department		**79.88**
CAO				
BURKE WILLIAMS & SOR	LEGAL SERVICES / DEPUTY CITY A	370699	8/1/24	1,291.50
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR CIVIL SERVI	370699	8/1/24	459.20
		Total for Department		**1,750.70**
City Clerk				
THE FILIPINO PRESS I	PUBLIC NOTICES - ELECTION RELATED	370599	8/1/24	550.00
THE FILIPINO PRESS I	PUBLIC NOTICES - ELECTION RELATED	370599	8/1/24	225.00
THE STAR NEWS	PUBLIC NOTICES - ELECTION RELATED	370602	8/1/24	402.31
FRIENDS OF RON MORRISON	PARTIAL DEPOSIT REIMBURSMENT FOR 2022	370704	8/1/24	679.00
		Total for Department		**1,856.31**
CMO				
GOVERNMENT TRAINING	CCMA FY 2024/2025 ANNUAL FEE	370705	8/1/24	500.00
		Total for Department		**500.00**
Community Services/Nutrition/Library				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370512	8/1/24	459.91
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370512	8/1/24	610.94
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370512	8/1/24	456.65
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370512	8/1/24	1,233.38
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370512	8/1/24	1,624.82
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370514	8/1/24	323.90
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370514	8/1/24	502.07
COAST QUARTERS LLC	RFW VIRTUAL REALITY SESSIONS FOR SR PRG/CSD	370529	8/1/24	716.00
PRUDENTIAL OVERALL SUPPLY	LAUNDRY AND CONSUMABLES FOR FY25	370580	8/1/24	153.43
PRUDENTIAL OVERALL SUPPLY	LAUNDRY AND CONSUMABLES FOR FY25	370580	8/1/24	303.48
SMART & FINAL	MOP 45756 CASA YOUTH SUMMER PRGM/CSD	370591	8/1/24	293.19
SMART & FINAL	MOP 45756 CASA YOUTH SUMMER PRG/CSD	370591	8/1/24	222.13
SWANK MOTION PICTURE	MOVIES IN THE PARK MOVIE LICENSING 6.7.24/CSD	370596	8/1/24	490.00
SYSCO SAN DIEGO INC	VICE MAYOR PLAQUE EVENT	370598	8/1/24	163.50
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370598	8/1/24	28.53
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370598	8/1/24	221.48
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370598	8/1/24	489.35
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR.	370598	8/1/24	4,917.29
THE SHERWIN WILLIAMS	MOP #77816 CASA DE SALUD EXTERIOR PAINT	370601	8/1/24	4,155.34
SDG&E	ELECTRIC BILL	370712	8/1/24	2,114.52
SDG&E	GAS BILL	370712	8/1/24	237.72
		Total for Department		**19,717.63**

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Engineering / PW's				
ANSER ADVISORY MANAG	CIP 19-25 SWEETWATER RD PROTECTED	370516	8/1/24	6,426.00
ANSER ADVISORY MANAG	CIP 22-35 NTP-CONTINUED GRANT SUPPORT	370517	8/1/24	10,732.13
BOOT WORLD	MOP 64096 WEARING APPAREL FY24-PW/PARKS	370519	8/1/24	165.60
BOOT WORLD	MOP 64096 WEARING APPAREL FY24-PW	370519	8/1/24	117.43
BOOT WORLD	MOP 64096 WEARING APPAREL FY24-PW	370519	8/1/24	166.37
BOOT WORLD	MOP 64096 CREDIT FOR ISMAEL CORTEZ FY24-PW/PARKS	370519	8/1/24	-195.73
CALIFORNIA COMMERCIA	CIP 22-01 LAS PALMAS SWIMMING POOL	370523	8/1/24	33,651.70
D-MAX ENGINEERING IN	CIP 19-11 CONSTRUCTION INSPECTION SERVICES	370533	8/1/24	75.11
D-MAX ENGINEERING IN	CIP 19-20 NC STORMWATER SERVICES	370533	8/1/24	441.81
EWING IRRIGATION PRO	PARK SUPPLIES FY25-PW/PARKS	370540	8/1/24	169.38
FERGUSON ENTERPRISES	PLUMBING SUPPLIES FY24-PW/SEWER	370542	8/1/24	2,026.84
GEOSYNTEC CONSULTANT	ON-CALL PROJECT SUPPORT SERVICES CIP~	370543	8/1/24	19,997.00
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370544	8/1/24	364.44
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370544	8/1/24	334.25
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370544	8/1/24	103.82
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370544	8/1/24	334.25
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370544	8/1/24	163.72
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	370548	8/1/24	1,702.67
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	370548	8/1/24	586.60
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	370548	8/1/24	1,481.17
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-PW/FA	370548	8/1/24	866.43
HDR ENGINEERING, INC	CIP 19-11 ON-CALL PROJECT SUPPORT SERVICES	370549	8/1/24	2,873.00
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370558	8/1/24	36.16
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370558	8/1/24	108.44
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370558	8/1/24	297.22
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370558	8/1/24	459.11
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370558	8/1/24	116.43
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370558	8/1/24	560.80
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370558	8/1/24	82.95
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370558	8/1/24	187.84
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	370558	8/1/24	166.32
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY24-PW/FACILITIES	370558	8/1/24	441.08
HOME DEPOT CREDIT SE	SMALL TOOLS FY24-PW/STS	370558	8/1/24	91.56
KIMLEY HORN AND	CIP 20-09 ON-CALL PROJECT SUPPORT SERVICES	370561	8/1/24	6,847.01
KIMLEY HORN AND	CIP 20-09 ON-CALL PROJECT SUPPORT SERVICES	370561	8/1/24	8,566.48
KIMLEY HORN AND	CIP 20-09 ON-CALL PROJECT SUPPORT SERVICES~	370561	8/1/24	10,283.77
KIMLEY HORN AND	CIP 20-09 ON-CALL PROJECT SUPPORT SERVICES~	370561	8/1/24	7,923.91
KIMLEY HORN AND	CIP 19-23 ON-CALL PROJECT SUPPORT SERVICES	370561	8/1/24	24,180.58
KIMLEY HORN AND	NTP - AMENDMENT 1 SAFE STREETS AND ROADS FOR AL	370562	8/1/24	4,586.00
KIMLEY HORN AND	CIP 19-25 CITYWIDE BICYCLE WAYFINDING PROJECT	370562	8/1/24	3,594.16
MARTIN MARIETTA MATE	ROADWAY MATERIALS	370567	8/1/24	1,104.61
MASON'S SAW &	MOP 45729 STREET SUPPLIES FY25-PW/STREETS	370568	8/1/24	157.98
PACIFIC SAFETY CENTE	TRAFFIC CTRL & FLAGGER SAFETY TRAINING FY24-PW/M	370572	8/1/24	195.00
PACIFIC SAFETY CENTE	TRAFFIC CTRL & FLAGGER SAFETY TRAINING FY24-PW/M	370572	8/1/24	390.00
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370573	8/1/24	36.17
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370573	8/1/24	129.48
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY24-PW/EQM	370573	8/1/24	67.47
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370573	8/1/24	6.19

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370573	8/1/24	112.94
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370573	8/1/24	167.04
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370573	8/1/24	15.24
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370573	8/1/24	21.84
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370574	8/1/24	101.27
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370575	8/1/24	134.73
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370576	8/1/24	69.76
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370577	8/1/24	67.43
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370577	8/1/24	218.67
PRO BUILD COMPANY	BUILDING SUPPLIES FY25-PW/FAC	370577	8/1/24	617.24
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370577	8/1/24	31.54
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370577	8/1/24	454.09
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370577	8/1/24	32.44
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370577	8/1/24	55.13
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370577	8/1/24	399.80
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370577	8/1/24	429.08
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370577	8/1/24	26.39
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370577	8/1/24	66.57
PROJECT PROFESSIONAL	NTP - GENERAL ENGINEERING SUPPORT SERVICES	370579	8/1/24	1,060.00
PROJECT PROFESSIONAL	NTP - GENERAL ENGINEERING SUPPORT SERVICES	370579	8/1/24	1,325.00
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	370580	8/1/24	17.80
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	370580	8/1/24	55.34
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	370580	8/1/24	47.50
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	370580	8/1/24	55.34
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	370580	8/1/24	45.11
RANDALL LAMB ASSOCIA	ON-CALL PROJECT SUPPORT SERVICES~	370583	8/1/24	400.00
RANDALL LAMB ASSOCIA	ON-CALL PROJECT SUPPORT SERVICES~	370583	8/1/24	3,337.50
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS FY24-PW/ST	370587	8/1/24	108.11
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS FY24-PW/ST	370587	8/1/24	10,480.64
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS FY24-PW/ST	370587	8/1/24	649.08
SDG&E	GAS AND ELECTRIC FOR FACILITIES JUN FY24-PW/FAC	370588	8/1/24	4,924.58
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	370589	8/1/24	306.21
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	370589	8/1/24	153.96
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	370589	8/1/24	479.79
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370590	8/1/24	47.14
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370590	8/1/24	112.62
STAPLES BUSINESS ADV	OFFICE SUPPLIESFY25-PW/ENG	370594	8/1/24	529.95
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW/FAC	370597	8/1/24	383.59
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW/FAC	370597	8/1/24	578.77
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370600	8/1/24	79.00
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	370608	8/1/24	2,663.28
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	370608	8/1/24	204.75
WESTPRO PLUMBING INC	CITY-WIDE PLUMBING SERVICES FY24-PW/FAC	370609	8/1/24	837.50
			Total for Department	**185,104.47**
Finance				
BRINK'S INCORPORATED	TRANSPORTATION - BILLING 07/01/24 TO 07/31/24	370520	8/1/24	566.42
C A P F	AUGUST 2024 - FIRE LTD	370521	8/1/24	1,298.00

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
CALIFORNIA LAW ENFOR	AUGUST 2024 - PD LTD	370524	8/1/24	2,656.00
CALIFORNIA SOCIETY	REGISTRATION FOR 8/15/24 CHAPTER MEETING. PRCT32(	370525	8/1/24	45.00
DELTA DENTAL INSURAN	AUGUST 2024 - GRP# 05-7029600002	370534	8/1/24	51.00
DELTA DENTAL INSURAN	AUGUST 2024 - GRP# 05-7029600000	370535	8/1/24	1,820.08
DELTA DENTAL OF CALI	AUGUST 2024 - GRP# 05-0908601002	370536	8/1/24	90.44
DELTA DENTAL OF CALI	AUGUST 2024 - GRP# 05-0908600000	370537	8/1/24	17,178.75
HEALTH NET INC	GRP.# N8239C - JUNE 2024	370550	8/1/24	-5,204.76
HEALTH NET INC	GRP#N8239A - JUNE 2024 HEALTH NET INS	370550	8/1/24	-7,235.35
HEALTH NET INC	GRP# R1192A - AUGUST 2024	370550	8/1/24	64,800.67
HEALTH NET INC	GRP# GX011A - AUGUST 2024	370551	8/1/24	34,130.47
HEALTH NET INC	GRP# LB439A - AUGUST 2024	370552	8/1/24	23,241.08
HEALTH NET INC	GRP# LB439F - AUGUST 2024	370553	8/1/24	777.39
HEALTH NET INC	GRP# N8240A - AUGUST 2024	370554	8/1/24	2,019.15
HEALTH NET INC	GRP# ZI454A - AUGUST 2024	370555	8/1/24	336.14
HEALTH NET INC	GRP# R1192R - AUGUST 2024	370556	8/1/24	902.35
HEALTH NET INC	GRP# ZI454F - AUGUST 2024	370557	8/1/24	3.02
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	118.50
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	50.05
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	160.58
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	36.32
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	2.15
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	0.68
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	116.71
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	7.13
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	15.46
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	412.66
CALIFORNIA DEPARTMENT	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 2024	370610	8/1/24	0.76
BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - AUGUST 2024	370613	8/1/24	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - AUGUST 2024	370614	8/1/24	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - AUGUST 2024	370615	8/1/24	640.00
BISHOP, RANDY	RETIREE HEALTH BENEFITS - AUGUST 2024	370616	8/1/24	110.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - AUGUST 2024	370617	8/1/24	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - AUGUST 2024	370618	8/1/24	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - AUGUST 2024	370619	8/1/24	400.00
CANEDO, RAMON	RETIREE HEALTH BENEFITS - AUGUST 2024	370620	8/1/24	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - AUGUST 2024	370621	8/1/24	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - AUGUST 2024	370622	8/1/24	400.00
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - AUGUST 2024	370623	8/1/24	460.00
COLE, LYNN	RETIREE HEALTH BENEFITS - AUGUST 2024	370624	8/1/24	165.00
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - AUGUST 2024	370625	8/1/24	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - AUGUST 2024	370626	8/1/24	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - AUGUST 2024	370627	8/1/24	520.00
DALLA, MICHAEL	RETIREE HEALTH BENEFITS - AUGUST 2024	370628	8/1/24	900.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - AUGUST 2024	370629	8/1/24	250.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - AUGUST 2024	370630	8/1/24	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - AUGUST 2024	370631	8/1/24	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - AUGUST 2024	370632	8/1/24	680.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - AUGUST 2024	370633	8/1/24	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - AUGUST 2024	370634	8/1/24	280.00

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
EISER III, GEORGE	RETIREE HEALTH BENEFITS - AUGUST 2024	370635	8/1/24	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - AUGUST 2024	370636	8/1/24	620.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - AUGUST 2024	370637	8/1/24	460.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - AUGUST 2024	370638	8/1/24	220.00
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - AUGUST 2024	370639	8/1/24	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - AUGUST 2024	370640	8/1/24	540.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - AUGUST 2024	370641	8/1/24	700.00
GIBBS JR, ROBERT	RETIREE HEALTH BENEFITS - AUGUST 2024	370642	8/1/24	120.00
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - AUGUST 2024	370643	8/1/24	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - AUGUST 2024	370644	8/1/24	680.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - AUGUST 2024	370645	8/1/24	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - AUGUST 2024	370646	8/1/24	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - AUGUST 2024	370647	8/1/24	400.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - AUGUST 2024	370648	8/1/24	200.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - AUGUST 2024	370649	8/1/24	780.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - AUGUST 2024	370650	8/1/24	680.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - AUGUST 2024	370651	8/1/24	60.00
JONES, DEREK	RETIREE HEALTH BENEFITS - AUGUST 2024	370652	8/1/24	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - AUGUST 2024	370653	8/1/24	50.00
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - AUGUST 2024	370654	8/1/24	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - AUGUST 2024	370655	8/1/24	480.00
LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - AUGUST 2024	370656	8/1/24	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - AUGUST 2024	370657	8/1/24	160.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - AUGUST 2024	370658	8/1/24	100.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - AUGUST 2024	370659	8/1/24	280.00
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - AUGUST 2024	370660	8/1/24	290.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - AUGUST 2024	370661	8/1/24	460.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - AUGUST 2024	370662	8/1/24	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - AUGUST 2024	370663	8/1/24	460.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - AUGUST 2024	370664	8/1/24	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - AUGUST 2024	370665	8/1/24	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - AUGUST 2024	370666	8/1/24	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - AUGUST 2024	370667	8/1/24	340.00
PE, RAY	RETIREE HEALTH BENEFITS - AUGUST 2024	370668	8/1/24	300.00
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - AUGUST 2024	370669	8/1/24	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - AUGUST 2024	370670	8/1/24	280.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - AUGUST 2024	370671	8/1/24	190.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - AUGUST 2024	370672	8/1/24	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - AUGUST 2024	370673	8/1/24	240.00
ROARK, LANNY	RETIREE HEALTH BENEFITS - AUGUST 2024	370674	8/1/24	135.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - AUGUST 2024	370675	8/1/24	260.00
ROUSTON, JEFFREY	RETIREE HEALTH BENEFITS - AUGUST 2024	370676	8/1/24	660.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - AUGUST 2024	370677	8/1/24	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - AUGUST 2024	370678	8/1/24	300.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - AUGUST 2024	370679	8/1/24	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - AUGUST 2024	370680	8/1/24	520.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - AUGUST 2024	370681	8/1/24	440.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - AUGUST 2024	370682	8/1/24	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - AUGUST 2024	370683	8/1/24	580.00

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SMITH, JOE	RETIREE HEALTH BENEFITS - AUGUST 2024	370684	8/1/24	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - AUGUST 2024	370685	8/1/24	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - AUGUST 2024	370686	8/1/24	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - AUGUST 2024	370687	8/1/24	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - AUGUST 2024	370688	8/1/24	250.00
UNGAB, STELLA	RETIREE HEALTH BENEFITS - AUGUST 2024	370689	8/1/24	600.00
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - AUGUST 2024	370690	8/1/24	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - AUGUST 2024	370691	8/1/24	480.00
WHITE, JAMES	RETIREE HEALTH BENEFITS - AUGUST 2024	370692	8/1/24	230.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - AUGUST 2024	370693	8/1/24	520.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - AUGUST 2024	370694	8/1/24	220.00
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - AUGUST 2024	370695	8/1/24	560.00
AK & COMPANY	2ND OF TWO EQUAL INSTALLMENTS FOR FY23-24	370696	8/1/24	3,500.00
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 6/01/24 TO 6/30/24	370700	8/1/24	9.68
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 6/01/24 TO 6/30/24	370700	8/1/24	19.15
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 6/01/24 TO 6/30/24	370700	8/1/24	21.50
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 6/01/24 TO 6/30/24	370700	8/1/24	16.85
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 6/01/24 TO 6/30/24	370700	8/1/24	3.85
FEDEX	STANDARD SMALL 13X9X11	370703	8/1/24	8.69
HINDERLITER DE LLAMA	AUDIT SERVICES - TRANSACTIONS TAX	370706	8/1/24	238.51
			Total for Department	**175,515.08**
Fire				
GRAINGER	MOP #65179, FIRE HOSE ADAPTER	370544	8/1/24	117.86
GRAINGER	MOP #65179, FIRE HOSE ADAPTER	370544	8/1/24	-117.86
LASER SAVER INC	MOP #45725, LS PREMIUM BLACK TONER COMPATIBLE	370563	8/1/24	293.52
PRUDENTIAL OVERALL SUPPLY	MOP #45742, 18X18 PURPLE SHOP TOWEL	370580	8/1/24	25.00
ROBINSON, SCOTT	REIMBRSMT, CA STATE PARAMEDIC LICENSE RENEWAL 2	370584	8/1/24	250.00
AT & T INC	MONTHLY PHONE SERVICES TO RECEIVE	370697	8/1/24	578.06
			Total for Department	**1,146.58**
Housing / Sec 8				
ALEMAN, RAMON LOPEZ	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370513	8/1/24	10,500.00
ANDALON, ALFREDO	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSING	370515	8/1/24	10,500.00
BELLO SOTELO, JENNY	SAN DIEGO COUNTY FLOOD ASSITANCE/ HOUSING	370518	8/1/24	10,500.00
CHAVEZ, ESTELA KARIN	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370526	8/1/24	10,500.00
CHAVEZ, GLADYS ROCIO	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370527	8/1/24	10,500.00
CORTES SOTO, EVELIA	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370530	8/1/24	10,500.00
COVARRUBIAS ESTRADA	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370531	8/1/24	10,500.00
DIAZ, MARIA RODRIGUE	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370538	8/1/24	9,300.00
DUARTE JILES, ENEDIN	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370539	8/1/24	10,500.00
FELIX RAMOS, RAQUEL	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370541	8/1/24	10,500.00
GUERRERO, MARICELA	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370545	8/1/24	9,300.00
GUILLEN, ANGELICA	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370546	8/1/24	9,300.00
GUTIERREZ CUBILLAS	SAN DEIGO COUNTY FLOOD ASSISTANCE/ HOUSING	370547	8/1/24	10,500.00
HUERTA-KARAM, MELISS	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370559	8/1/24	10,500.00
JUAREZ DIAZ	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370560	8/1/24	10,500.00

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MACHADO, LETICIA	SAN DIEGO COUNTY FLOOD ASSISTANCE/HOUSING	370565	8/1/24	10,500.00
MACIAS, MARIA G.	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370566	8/1/24	10,500.00
NATIONAL CREDIT REPO	JUNE 2024 FEE FOR CRIMINAL REPORT FOR SECT-8 DEP/	370570	8/1/24	134.50
OFFICE SOLUTIONS BUS	MOP OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	370571	8/1/24	29.56
OFFICE SOLUTIONS BUS	MOP OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	370571	8/1/24	223.34
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	370571	8/1/24	768.01
RAMADA SAN DIEGO - S	HOTEL ASSITANCE AFTER ETL PROGRAM TERMINATION	370581	8/1/24	9,967.59
RAMIREZ LARA, LLUV	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370582	8/1/24	10,500.00
RODRIGUEZ DIAZ, NATA	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370585	8/1/24	9,300.00
SANCHEZ, MANUEL R	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370586	8/1/24	9,300.00
TURNER, CATRINA RENE	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370604	8/1/24	10,500.00
VARGAS, MARISOL GUER	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370605	8/1/24	9,300.00
VAZQUEZ, JOSE	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370607	8/1/24	9,300.00
VASQUEZ LOPEZ, JUAN	SAN DIEGO COUNTY FLOOD ASSISTANCE/ HOUSING	370612	8/1/24	9,300.00
NAN MCKAY AND ASSOCIATION	ADMIN HOTMA WORKSHOP FOR SECTION 8	370708	8/1/24	450.00
RAMADA SAN DIEGO	HOTEL ASSISTANCE ETL PROGRAM PARTICIPANTS	370710	8/1/24	7,140.96
			Total for Department	**261,113.96**
Human Resources				
AVILA, MACARIO	REIMBURSEMENT FOR LICENSES AND PERMITS	370698	8/1/24	80.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER-CLIENT/MATTER #NA040-00032	370707	8/1/24	15.39
LIEBERT CASSIDY WHI	SD EMPLOYMENT RELATIONS CONSORTIUM FEES-FY24/2	370707	8/1/24	2,588.00
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCES	370713	8/1/24	319.66
			Total for Department	**3,003.05**
MIS				
CURVATURE LLC	CATALYST 9300 PORT UPOE, NETWORK ADVANTAGE	370532	8/1/24	47,390.63
LASER SAVER INC	LASER SAVER MOP FY25	370563	8/1/24	139.95
LASER SAVER INC	LASER SAVER MOP FY25	370563	8/1/24	543.64
LASER SAVER INC	LASER SAVER MOP FY25	370563	8/1/24	271.82
LASER SAVER INC	LASER SAVER MOP FY25	370563	8/1/24	489.27
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	201.05
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	157.24
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	273.03
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	215.00
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	42.31
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	484.81
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	407.88
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	233.60
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	453.64
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	70.95
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	36.71
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	68.25
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	467.58
STARTECH COMPUTERS	STARTECH COMPUTERS INVOICE MOP FY24	370595	8/1/24	113.37
DELL MARKETING L P	DELL LATITUDE 7440	370701	8/1/24	13,242.29
DELL MARKETING L P	LATITUDE 3540 W 16GB MEMORY	370702	8/1/24	31,862.78

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	**97,165.80**
NSD				
CALIFORNIA ASSOCIATION	CACEO WEBINAR SORIANO	370522	8/1/24	130.00
MTS	MTS FLAGGING SERVICES FY 2023-2024	370569	8/1/24	219.12
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC	370709	8/1/24	15.25
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC	370709	8/1/24	31.85
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC	370709	8/1/24	31.85
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC	370709	8/1/24	31.85
			Total for Department	**459.92**
Police				
CITY OF CHULA VISTA	4TH QTR PAYMENT FOR SHELTER SERVICES	370528	8/1/24	115,839.00
LOPEZ, RUBEN G	REIMB: EDUCATIONAL REIMB 3 COURSES	370564	8/1/24	3,500.00
PROFORCE LAW ENFORCE	RED DOT OPTICS	370578	8/1/24	21,722.94
PROFORCE LAW ENFORCE	RED DOT OPTICS	370578	8/1/24	11,148.93
SPORTELLI, MICHAEL	TRAINING POST AOT REIMB PRC T2772	370592	8/1/24	32.00
THERMO SCIENTIFIC	TRUNARC REFURBISH	370603	8/1/24	1,070.00
DAY WIRELESS SYSTEMS	RADIO REPAIRS FOR FY24	370611	8/1/24	85.00
S D COUNTY SHERIFF'S	TRAINING FOR RANGE USE FOR FY24	370711	8/1/24	600.00
			Total for Department	**153,997.87**
			A/P Total	**901,411.25**
WIRED PAYMENTS				
Finance				
PUBLIC EMP RETIREMENT	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN 172 JULY :	242110224	7/30/24	549,456.00
UNION BANK OF CALIFORNIA	GO BONDS OBLIGATION REFUNDING BONDS 2012	240731	7/31/24	30,762.50
UNION BANK OF CALIFORNIA	GO BONDS OBLIGATION REFUNDING BONDS 2012	240731	7/31/24	340,000.00
UNION BANK OF CALIFORNIA	GO BONDS OBLIGATION REFUNDING BONDS 2012	240731	7/31/24	-8.96
THE BANK OF NEW YORK	SA NATIONAL CITY RDA TARB 2017A	8842	7/31/24	3,487,799.20
THE BANK OF NEW YORK	SA NATIONAL CITY RDA TARB 2017B	8786	7/31/24	240,826.80
Housing / Sec 8				
COMMONWEALTH LAND TI	UNION TOWER CONSTRUCTION DRAW REQUEST #1	4775	8/1/24	1,830,362.16
SECTION 8 HAPS	**Start Date** 8/1/2024 **End Date** 8/1/2024			**1,489,327.27**
			GRAND TOTAL	**8,869,936.22**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #6 for the period of 8/2/24 through 8/8/24 in the amount of $2,871,840.75

RECOMMENDATION:
Ratify Warrants Totaling $2,871,840.75

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 8/2/24 – 8/8/24. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
SDG&E	370780	81,718.20	Gas & Electric for Facilities FY25 PW/FAC
Kaiser F HP	370715	216,513.56	August 2024 – Group #104220 – Kaiser
Kaiser F HP	370717	213,437.08	September 2024 – Group #104220 – Kaiser

FINANCIAL STATEMENT:
Warrant total $2,871,840.75

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Warrant Register 6

WARRANT REGISTER # 6
8/8/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
SMART & FINAL	MOP#45756- ARMANDO REMEMBRANCE -	370783	8/8/24	9.24
SMART & FINAL	MOP#45756- ARMANDO REMEMBRANCE -	370783	8/8/24	9.24
SMART & FINAL	MOP#45756- ARMANDO REMEMBRANCE -	370783	8/8/24	9.24
SMART & FINAL	MOP#45756- ARMANDO REMEMBRANCE -	370783	8/8/24	9.24
			Total for Department	**36.96**
Building/Planning				
BLITZZ, INC.	REMOTE BUILDING INSPECTIONS	370733	8/8/24	3,855.33
SCHWAAB INC	EXCELMARK STAMPS	370781	8/8/24	209.37
STOELTING, BIANCA	REFUND DUE TO PROJECT LOCATION OUT OF JURSI	370786	8/8/24	789.49
THE STAR NEWS	THE STAR-NEWS PUBLIC NOTICE AUG 5 2024 PC MEE	370792	8/8/24	225.50
			Total for Department	**5,079.69**
CAO				
GOLDEN ERGONOMICS	COMPREHENSIVE ERGONOMICS DESK EVALUATION	370751	8/8/24	350.00
			Total for Department	**350.00**
City Clerk				
AMAZON CAPITAL SERVI	GORILLA SUPPLY THERMAL PAPER RECEIPT ROLL/C	370722	8/8/24	39.10
NGUOI VIET TU DO COR	PUBLIC NOTICE - ELECTION RELATED	370765	8/8/24	375.00
PROGRESSIVE SOLUTION	THERMAL PAPER 80MM ROLLS/CC	370775	8/8/24	192.48
			Total for Department	**606.58**
Community Services/Nutrition/Library				
AIR EXHAUST CORP CO	KITCHEN EXHAUST CLEANING SERVICE	370721	8/8/24	72.00
AMAZON CAPITAL SERVI	CASA YOUTH PROG SUPPLIES - SHIPPING	370722	8/8/24	23.84
AMAZON CAPITAL SERVI	BLACK GAFFERS TAPE FOR DANCE FLOOR/CSD	370722	8/8/24	112.99
GOLDEN ERGONOMICS	COMPR ERGON EVAL FOR ZAIDE/CSD	370751	8/8/24	425.00
HOME DEPOT CREDIT SE	TEEN NGHT PRIVACY WINDOW FILM	370754	8/8/24	484.66
PACIFIC REFRIGERATIO	SERVICE CALL CHARGE	370768	8/8/24	636.49
PACIFIC REFRIGERATIO	SERVICE CALL CHARGE	370768	8/8/24	280.00
PACIFIC REFRIGERATIO	SERVICE CALL CHARGE	370768	8/8/24	1,000.00
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	370776	8/8/24	455.22
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	370776	8/8/24	153.43
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	370776	8/8/24	303.48
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	370776	8/8/24	153.43
SMART & FINAL	MOP 45756 SR PRG SUPPLIES/CSD	370783	8/8/24	92.68
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	370787	8/8/24	406.99
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	370787	8/8/24	4,758.29
THE LLOYD PEST CONTR	PEST CONTROL SERVICE	370789	8/8/24	266.00
THE LLOYD PEST CONTR	PEST CONTROL FOR MONTH OF JULY 2024	370789	8/8/24	162.00

WARRANT REGISTER # 6
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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	**9,786.50**
Engineering / PW's				
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	370735	8/8/24	36.32
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	370735	8/8/24	177.18
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	370735	8/8/24	89.62
CALIFORNIA WATER ENV	CWEA ASSOCIATION MEMBERSHIP FY25-PW/WW	370736	8/8/24	239.00
D-MAX ENGINEERING IN	T&A 90697 1830 SWEETWATER RD.	370741	8/8/24	1,692.10
D-MAX ENGINEERING IN	T&A 90673: 1200 HIGHLAND AVE.	370741	8/8/24	883.79
D-MAX ENGINEERING IN	T&A 90562 – NC SAN YSIDRO HEALTH CLINIC	370741	8/8/24	542.25
D-MAX ENGINEERING IN	T&A 90539 – KIMBALL HIGHLAND WEST- 1221 D AVE.	370741	8/8/24	330.70
D-MAX ENGINEERING IN	T&A 90538 KIMBALL HIGHLAND EAST	370741	8/8/24	542.25
D-MAX ENGINEERING IN	T&A 90634: IN-N-OUT BURGER- 1900 E PLAZA BLVD.	370741	8/8/24	606.79
D-MAX ENGINEERING IN	FOR T&A 90539 – KIMBALL HIGHLAND WEST- 1221 D A	370741	8/8/24	206.86
ENTERPRISE FLEET MAN	FY25 FLEET LEASE MANAGEMENT	370750	8/8/24	24,560.07
ENTERPRISE FLEET MAN	FY25 FLEET LEASE MANAGEMENT	370750	8/8/24	25,771.17
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	370756	8/8/24	288.49
INNOVATIVE CONSTRUCT	ROOSEVELT AVE CORRIDOR SMART GROWTH	370756	8/8/24	360.00
INNOVATIVE CONSTRUCT	CIP 23-15 NTP-FY24 AND FY25 PAVEMENT REHAB PR	370756	8/8/24	3,095.00
INNOVATIVE CONSTRUCT	NTP - FY24 AND FY25 ADA IMPROVEMENTS PROJECT	370756	8/8/24	720.00
INNOVATIVE CONSTRUCT	LAS PALMAS POOL SITE REPAIRS AND COORDINATIC	370756	8/8/24	1,310.00
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	370756	8/8/24	241.51
INNOVATIVE CONSTRUCT	ROOSEVELT AVE CORRIDOR SMART GROWTH	370756	8/8/24	530.00
MAINTEX INC	JANITORIAL SUPPLIES FY25-PW/FAC	370761	8/8/24	942.43
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	370763	8/8/24	41.17
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	370763	8/8/24	122.32
NATIONAL CITY CAR WA	CAR WASH SERVICES FOR FLEET FY25-PW/EQM	370764	8/8/24	828.00
NORTH COUNTY EVS INC	REPAIRS TO VEHICLE GENERATOR FY24-PW/EQM	370766	8/8/24	3,623.84
NV5 INC	FOR T&A 90605- 2240 E PLAZA BLVD	370767	8/8/24	1,534.70
NV5 INC	FOR T&A 90696- 21 W 7TH ST.	370767	8/8/24	453.20
NV5 INC	FOR T&A 90539 – KIMBALL HIGHLAND WEST- 1221 D A	370767	8/8/24	1,112.40
NV5 INC	FOR T&A 90696- 21 W 7TH ST.	370767	8/8/24	1,756.16
NV5 INC	FOR T&A 90690- 3410 VALLEY RD.	370767	8/8/24	329.60
NV5 INC	FOR T&A 90689- VALLEY VIEW FINAL MAP	370767	8/8/24	92.70
NV5 INC	T&A 90673- 1200 HIGHLAND AVE.	370767	8/8/24	1,696.93
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370769	8/8/24	43.99
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370769	8/8/24	106.49
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370769	8/8/24	68.16
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370769	8/8/24	24.82
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	370771	8/8/24	491.73
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	56.60
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	119.94
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	220.47
PRO BUILD COMPANY	MOP 4570 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	25.02
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	169.86
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	153.98
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	6.40
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	48.17

WARRANT REGISTER # 6
8/8/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	31.80
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	15.61
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	72.45
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	434.70
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	48.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	28.36
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	71.44
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	221.03
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	75.76
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370774	8/8/24	35.85
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STREETS	370774	8/8/24	121.55
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	370774	8/8/24	226.48
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	370774	8/8/24	230.68
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/SEWER	370774	8/8/24	150.65
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STREETS	370774	8/8/24	51.95
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STREETS	370774	8/8/24	29.35
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STREETS	370774	8/8/24	38.73
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	370776	8/8/24	55.34
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/EQM	370776	8/8/24	55.34
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	370776	8/8/24	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/FAC	370776	8/8/24	14.42
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STREETS	370776	8/8/24	122.01
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/SEWER	370776	8/8/24	45.99
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/SEWER	370776	8/8/24	48.29
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STREETS	370776	8/8/24	122.01
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/SEWER	370776	8/8/24	33.54
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STREETS	370776	8/8/24	77.80
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	370776	8/8/24	41.60
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	370776	8/8/24	70.66
RCA INVESTMENTS INC	BMW MOTORCYCLE GLACIER SILVER METALLIC	370777	8/8/24	35,676.59
RCA INVESTMENTS INC	BMW MOTORCYCLE GLACIER SILVER METALLIC	370777	8/8/24	35,676.59
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES JUL FY25-PW/FA	370779	8/8/24	220.07
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES JUL FY25-PW/FA	370779	8/8/24	3,863.23
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES FY25-PW/FAC	370779	8/8/24	122.40
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FY25-PW/STS	370779	8/8/24	45.10
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FY25-PW/STS	370779	8/8/24	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES FY25-PW/FAC	370780	8/8/24	81,718.20
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR WASTEWATER FOR FY25-P\	370780	8/8/24	629.10
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FY25-PW/WW	370780	8/8/24	38,966.52
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	370782	8/8/24	173.22
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	370782	8/8/24	128.15
T'S & SIGNS INC	WEARING APPAREL FY25-PW/FAC	370788	8/8/24	2,109.21
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370789	8/8/24	72.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370789	8/8/24	72.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370789	8/8/24	72.00
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370789	8/8/24	72.00
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/SEWER	370793	8/8/24	120.57
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/SEWER	370793	8/8/24	367.00

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/STREETS	370795	8/8/24	480.84
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	370796	8/8/24	1,438.35
WETMORES	EXHAUST SENSOR STR SWEEPER FY25-PW/EQM	370797	8/8/24	919.58
			Total for Department	**281,862.85**
Finance				
KAISER FOUNDATION HE	AUGUST 2024 - GROUP #104220 KAISER	370715	8/6/24	35,035.80
KAISER FOUNDATION HE	AUGUST 2024 - GROUP #104220 KAISER	370715	8/6/24	216,513.56
DELTA DENTAL OF CALI	JULY 2024 GRP #05-0908600000 DENTAL INS	370716	8/7/24	17,336.47
KAISER FOUNDATION HE	SEPTEMBER 2024 - GROUP #104220 KAISER INS	370717	8/7/24	33,770.24
KAISER FOUNDATION HE	SEPTEMBER 2024 - GROUP #104220 KAISER INS	370717	8/7/24	213,437.08
RELIANCE STANDARD	AUGUST 2024-GRP VAI826233 VCI801146 & VG180848	370718	8/7/24	4,250.43
THE LINCOLN NATIONAL	AUGUST 2024-GRP#415491 LIFE & AD&D STD LTD INS	370719	8/7/24	19,486.58
THE LINCOLN NATIONAL	AUGUST 2024-GRP#415491 LIFE & AD&D STD LTD INS	370719	8/7/24	2,469.95
THE LINCOLN NATIONAL	AUGUST 2024-GRP#415491 LIFE & AD&D STD LTD INS	370719	8/7/24	1,979.35
VISION SERVICE PLAN	AUGUST 2024 - VISION SERVICE PLAN CA	370720	8/7/24	1,747.82
LASER SAVER INC	MOP#45725 LS PREMIUM BLK TONER	370759	8/8/24	239.14
WOODRUFF & SMART	RSWA - GENERAL MANAGER MONTHLY INVOICE JULY	370799	8/8/24	4,750.00
WOODRUFF & SMART	RSWA - LEGAL SERVICES - JULY 2024	370799	8/8/24	2,500.00
			Total for Department	**553,516.42**
Fire				
AMAZON CAPITAL SERVI	TOOLS FOR STRIKE TEAM DEPLOYMENT	370722	8/8/24	312.52
GRAINGER	MOP #65179, BATTERIES FOR THE FIRE STATION	370752	8/8/24	482.28
GRAINGER	MOP#65179, FIRE HOSE ADAPTER	370752	8/8/24	61.12
HOME DEPOT CREDIT SE	HIGH FREQUENCY RADIO ANTENNA PROJECT	370754	8/8/24	441.08
MARTINEZ, ARMANDO	REIMBURSEMENT EDUCATIONAL EXPENSE, EMTP 11	370762	8/8/24	201.00
WILLY'S ELECTRONIC S	MOP#45763, DIGITAL MULTI METER, DMM	370798	8/8/24	17.08
			Total for Department	**1,515.08**
Housing / Sec 8				
WSP USA INC	FOCUSED GENERAL PLAN UPDATE - JUNE 2024 SERV	370714	8/5/24	5,143.06
WSP USA INC	FOCUSED GENERAL PLAN UPDATE TO INCLUDE THE	370714	8/5/24	4,247.38
WSP USA INC	FOCUSED GENERAL PLAN UPDATE TO INCLUDE THE	370714	8/5/24	20,035.74
WSP USA INC	FOCUSED GENERAL PLAN UPDATE TO INCLUDE THE	370714	8/5/24	38,808.91
WSP USA INC	FOCUSED GENERAL PLAN UPDATE TO INCLUDE THE	370714	8/5/24	23,418.43
BEATY, BROOKE MICHEL	SAN DIEGO COUNTY FLOOD ASSITANCE/ HOUSING	370732	8/8/24	10,500.00
DELGADO, DIANA	SAN DIEGO COUNTY FLOOD ASSITANCE/ HOUSING	370748	8/8/24	10,500.00
LOPEZ, MARLEENA REBE	SAN DIEGO COUNTY FLOOD ASSITANCE/ HOUSING	370760	8/8/24	10,500.00
PINEDA CASTELLANOS,	COUNTY OF SAN DIEGO FLOOD ASSISTANCE/ HOUSI	370770	8/8/24	10,500.00
SOUTH BAY SHREEDDING	MONTHLY FEE FOR REG SERVICE FOR 07/2024 FOR S	370784	8/8/24	140.00
SOUTH BAY SHREEDDING	MONTHLY FEE FOR REG SERVICE FOR JUNE 2024 FC	370784	8/8/24	105.00
THE NELROD COMPANY	HCV LEASE-UP PROCESS 07/10/2024 IRMA ARIAS SEC	370790	8/8/24	169.00
THE NELROD COMPANY	PHA REPORTING REQUIREMENTS JAN-24-2024	370790	8/8/24	119.00
THE NELROD COMPANY	PORTABILITY PROCEDURES JAN 23-2024-IRMA	370790	8/8/24	319.00

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
		Total for Department		**134,505.52**
MIS				
AT&T	SBC/AT&T DATA/PHONES FY25	370728	8/8/24	16,693.99
AT&T	SBC - AT&T FOR FY24	370728	8/8/24	2,382.51
AT&T	SBC - AT&T FOR FY24	370728	8/8/24	56.69
AT&T	SBC - AT&T FOR FY24	370728	8/8/24	1,916.39
AT&T	SBC/AT&T DATA/PHONES FY25	370729	8/8/24	3,844.38
AT&T	SBC - AT&T FOR FY24	370730	8/8/24	4,622.80
AWE ACQUISITION	AWE LEARNING WORKSTATIONS	370731	8/8/24	7,685.03
CORELOGIC SOLUTIONS	REALQUEST PROPERTY PORTAL FY25	370738	8/8/24	5,728.92
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	370739	8/8/24	302.53
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	370739	8/8/24	88.26
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	370739	8/8/24	2,060.43
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	370739	8/8/24	235.82
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	370739	8/8/24	174.00
CYBRARIAN SOLUTIONS	CYBRARIAN SOFTWARE RENEWAL	370740	8/8/24	1,469.70
GRANICUS LLC	GRANICUS WEBCASTING FY24	370753	8/8/24	2,055.29
IBM	IBM MQ PROCESSOR VALUE UNIT~	370755	8/8/24	2,893.28
KRONOS INC	KRONOS TELESTAFF FY25	370757	8/8/24	3,885.32
KRONOS INC	KRONOS TELESTAFF FY25	370758	8/8/24	9,065.80
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY24	370794	8/8/24	7,684.29
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY24	370794	8/8/24	5,055.06
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ELECTRONICS ACCESSORIES	370798	8/8/24	188.17
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ELECTRONICS ACCESSORIES	370798	8/8/24	63.13
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ELECTRONICS ACCESSORIES	370798	8/8/24	122.89
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ACCESSORIES MOP FY25	370798	8/8/24	89.18
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ACCESSORIES MOP FY25	370798	8/8/24	126.26
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ACCESSORIES MOP FY25	370798	8/8/24	98.08
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ACCESSORIES MOP FY25	370798	8/8/24	40.64
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ELECTRONICS ACCESSORIES	370798	8/8/24	213.86
		Total for Department		**78,842.70**
NSD				
CALIFORNIA ASSOCIATI	CACEO MEMBERSHIP ALEX	370734	8/8/24	210.00
CALIFORNIA ASSOCIATI	CACEO WEBINAR CORDOVA	370734	8/8/24	130.00
GRAINGER	MOP 65179 PAINT SUPPLIES	370752	8/8/24	109.54
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	370791	8/8/24	128.72
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	370791	8/8/24	159.07
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	370791	8/8/24	163.09
VISTA PAINT	MOP 68834 PAINT SUPPLIES	370795	8/8/24	483.80
VISTA PAINT	MOP 68834 PAINT SUPPLIES	370795	8/8/24	321.52
VISTA PAINT	MOP 68834 PAINT SUPPLIES	370795	8/8/24	174.25
		Total for Department		**1,879.99**

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Police				
DOUGHERTY, JOHN	ADVCED OFFICER COURSE/CPR PRC T2772	370749	8/8/24	107.17
			Total for Department	**107.17**
Risk				
APTUS COURT REPORTIN	LIABILITY CLAIM COST-UMANA	370723	8/8/24	782.36
APTUS COURT REPORTIN	LIABILITY CLAIM COST	370724	8/8/24	782.36
APTUS COURT REPORTIN	LIABILITY CLAIM COST-UMANA	370725	8/8/24	797.36
APTUS COURT REPORTIN	LIABILITY CLAIM COST-UMANA	370726	8/8/24	797.36
APTUS COURT REPORTIN	LIABILITY CLAIM COST-UMANA	370727	8/8/24	934.65
COLLISION AND INJURY	LIABILITY CLAIM COST-VARGAS	370737	8/8/24	5,095.00
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST-APAN	370742	8/8/24	749.95
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST-DARWISH	370743	8/8/24	526.00
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST-REYNOSO	370744	8/8/24	1,004.95
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST-THOMAS	370745	8/8/24	778.47
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST-UMANA	370746	8/8/24	22,242.68
DEAN GAZZO ROISTACHE	LIABILITY CLAIM COST-VARGAS	370747	8/8/24	295.85
ROCK E. MILLER & ASS	LIABILITY CLAIM COST-ALEGRE	370778	8/8/24	1,080.00
STENO AGENCY, INC.	LIABILITY CLAIM COST-UMANA	370785	8/8/24	2,240.35
			Total for Department	**38,107.34**
			A/P Total	**1,106,196.80**

PAYROLL

Pay period	Start Date	End Date	Check Date	
16	7/9/2024	7/22/2024	7/31/2024	**1,721,744.25**

WIRED PAYMENTS

Engineering / PW's				
ARCO BUSINESS SOLUTI	FUEL FOR CITY FLEET FY25-PW/EQM	242190017	8/6/24	43,899.70

GRAND TOTAL **2,871,840.75**

AGENDA REPORT

Department: **Community Development**
Prepared by: **Carlos Aguirre, Director**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Ordinance for Second Reading and Adoption – Unauthorized Camping or Encampments on Public Property

RECOMMENDATION:
Adopt Ordinance by Second Reading, Entitled, "An Ordinance of the City Council of the City of National City, California, Amending Title 10 of the National City Municipal Code by Adding Chapter 10.56, All Pertaining to Regulating Encampments on Public Property to Establish a Standard for the Protection of the Life, Health, and Safety of All People, and Sensitive Public Lands within the City of National City."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:

Overview
The City of National City has seen a steady increase in the number of unsheltered individuals residing within the boundaries of National City. Every year the San Diego Regional Task Force on Homelessness conducts an annual Point-in-Time (PIT) count. In 2020, there were 125 unsheltered individuals counted and 149 in 2022. This is an approximate 19.2% increase. In 2023, there were 159 unsheltered individuals identified in National City, which is an approximate 6.7% increase from 2022. In 2024, there were 174 unsheltered individuals counted, which is an approximate increase of 9.7% from 2023. The City's homeless outreach team has seen an influx of unsheltered individuals in National City from the City of San Diego since San Diego's encampment ordinance has gone into effect. As the number of unsheltered individuals increases, so does the health and safety risks from unregulated human activity when tents or encampments are set up in public areas.

The health and safety risks from unregulated human activity can include disease, bacterial and viral infections, water pollution, risk of drug exposure or overdose and pedestrian danger among other things. The proposed amendments to the National City Municipal Code are intended to protect the life, health and safety of all people in the City of National City by prohibiting overnight camping near sensitive receptors such as schools, transit stations/hubs, waterways, parks and environmentally sensitive areas.

National City's Efforts to Assist Persons Experiencing Homelessness
Between 2016 and 2024, the City of National City has funded $1,162,532 in outreach and case management for unsheltered individuals and families. Since 2014, the City has also funded $2,240,118 in Tenant Based Rental Assistance ("TBRA") that specifically target those

experiencing homelessness or at risk of homelessness. In addition to TBRA, the National City Housing Authority manages 32 Emergency Housing Vouchers ("EHV) through the Section 8 Housing Voucher Program. The Housing Authority also included 24 Veterans Affairs Supportive Housing ("VASH") vouchers in a new National City affordable housing development of 94 units known as Union Tower. In June 2024, the City of National City applied for $15.5 million of the third round of Encampment Resolution Funding ("ERF-3") from the State of California. If received, the ERF-3 grant would enable the City to provide case management to 300 encampment residents, provide interim housing to 250, and place 120 in permanent housing.

The San Diego Rescue Mission emergency shelter, named the South County Lighthouse, opened this summer and is the first and only shelter located in National City. The thirty (30) day shelter has 162 beds and can assist families with children and adults. However, the shelter has the current staff capacity to house 77 individuals and it is worth noting that the beds in this shelter will not only be for unsheltered individuals residing in National City but will be open to anyone in San Diego County that is in need. The City also plans to release a Request for Proposals in the next quarter to provide beds for medical treatment of substance use disorder ("SUD") using $405,930 in funding received from the California Opioid Settlement fund.

National City's Current Homeless Encampment Response Team

The City of National City has implemented the Homeless Outreach and Mobile Engagement ("HOME") Program. The HOME Program Team ("Home Team") is comprised of a code enforcement officer and homelessness services coordinator that respond to non-emergency calls for service related to homelessness. The HOME Team also conducts outreach to unsheltered individuals in order to connect them to services such as mental health services, substance abuse services and county services (e.g., General Relief and Food Stamps among others). The HOME Team also works with social workers from the Housing and Disability Advocacy Program and Veterans Villages of San Diego. However, the HOME Team is only successful in providing services to those unsheltered individuals that desire assistance and/or seek treatment. During the period of May 2023 through August 2024, the HOME Team helped 177 persons and placed 35 persons into housing.

The City's Homeless Encampment Response Team includes the HOME Team from the Neighborhood Services Division of the Community Development Department, National City Police Department, National City Fire Department, and the City's Public Works Department. In recent years, these City Departments have experienced a substantial increase in calls for service from the public to address the health and safety impacts of homeless encampments. A conservative estimate of cost for Public Works to clear encampments in Fiscal Year 2024 is $400,000.

Health and Safety Concerns

The health and safety risks from unregulated human activity, such as camping overnight in public areas, can include disease, bacterial and viral infections, water pollution, risk of drug exposure or overdoes and pedestrian danger among other things. It is the City's duty to protect public health and safety by ensuring public areas are clean, safe and accessible. The HOME Team regularly finds needles, pipes, feces, urine in bottles, knives, machetes and guns in encampments or tents, which pose a direct risk to public health and the environment.

In order to protect the health and safety of all people in National City, this proposed Ordinance would make it unlawful for any person to camp in or upon any public property if shelter beds are available, unless specifically authorized by the City Manager. However, if an encampment poses an immediate threat or an unreasonable risk to any particular individual or to public health or safety, this Ordinance will be enforceable regardless of shelter bed availability. Additionally, the Ordinance would make it unlawful, at any time regardless of the availability of shelter beds, for any person to camp or to have unauthorized encampments in the following locations: within two

blocks of schools, in any waterway or natural area abutting a waterway, and within any transit hub, on any trolley platform or along any trolley tracks.

Current State of the Law on Homelessness

In April 2019, the Ninth Circuit Court of Appeals issued its decision in the *Martin v. City of Boise* ("*Boise*") case, which drastically changed the enforcement of camping regulations in California. This case involved several homeless individuals that were cited for camping on public property or sleeping in public places in direct violation of a City of Boise ordinance. The court found that criminalizing the act of sleeping outside where no sleeping space is available in any shelter is a violation of the Eighth Amendment (prohibition of cruel and unusual punishment). As a result, ordinances that completely prohibit the act of sleeping on public property when an individual has no other option have been deemed to be unconstitutional. The *Boise* decision provided limitations on how municipalities can regulate sleeping in public, but it did not amount to a total ban on a city's right to regulate the acts of camping or sleeping in public. Cities could continue to impose reasonable time, place and manner restrictions even on individuals that are unsheltered.

In 2023, the Ninth Circuit Court of Appeals upheld and expanded its decision in the *Boise* case in its ruling in the *Johnson v. City of Grants Pass* ("*Grants Pass*") case. Three homeless individuals challenged the constitutionality of the City of Grants Pass enforcement of its public camping ordinance through administrative fines, as well as the city's prohibition on the use of sleeping supplies (blankets and pillows) while sleeping in public. The Ninth Circuit Court of Appeals expanded is decision in the *Boise* case by determining that the prohibition of sleeping accessories and the administrative enforcement of sleeping in public is unconstitutional.

The City of Grants Pass appealed the Ninth Circuit's decision to the Supreme Court of the United States ("Supreme Court"). Many states, cities and counties urged the Supreme Court to grant review. The Supreme Court heard oral arguments in April 2024 and issued its ruling in June 2024.

In a 6-3 decision, the Supreme Court held that "the enforcement of generally applicable laws regulating camping on public property does not constitute 'cruel and unusual punishment' prohibited by the Eighth Amendment." (*City of Grants Pass, Oregon v. Johnson ET AL*.) The Supreme Court provided that the Eighth Amendment is intended to limit the type and severity of punishment and not the reason for the punishment. Additionally, the Supreme Court found that anti-camping ordinances, like the one adopted in Grants Pass, does not punish the status of the unhoused and is therefore not unconstitutional. Ultimately, this means that cities can enforce encampment ordinances regardless of the availability of shelter beds.

Following the release of the Supreme Court decision, Governor Newsom issued Executive Order N-1-24 ("Executive Order"), attached hereto as Exhibit "B", which ordered state agencies and departments to adopt policies that urgently address homeless encampments. Agencies and departments subject to the Governor's authority are directed to adopt policies that include: site assessment to determine whether an encampment poses an imminent threat to life, health, safety or infrastructure such that exigent circumstances require immediate removal; where exigent circumstances exist, as much advance notice to vacate as is reasonable under the circumstances; when no exigent circumstances exist, posting a notice to vacate at least 48 hours prior to initiating removal; contacting service providers to request outreach services for those residing in the encampments; and collection, labeling, and storage for at least 60 days of personal property collected at the removal site that does not pose a health or safety hazard. Additionally, the Executive Order also encourages local governments to adopt policies consistent with the Executive Order and to use all available resources and infrastructure to humanely remove encampments from public spaces, prioritizing those that threaten the life, health, and safety of those in and around them.

FINANCIAL STATEMENT:
Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR 15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Second Reading and Adoption

EXHIBITS:
Exhibit A – Final Ordinance
Exhibit B – Executive Order N-1-24

ORDINANCE NO. 2024 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING TITLE 10 OF THE NATIONAL CITY MUNICIPAL CODE BY ADDING CHAPTER 10.56, ALL PERTAINING TO REGULATING ENCAMPMENTS ON PUBLIC PROPERTY TO ESTABLISH A STANDARD FOR THE PROTECTION OF THE LIFE, HEALTH, AND SAFETY OF ALL PEOPLE, AND SENSITIVE PUBLIC LANDS WITHIN THE CITY OF NATIONAL CITY

WHEREAS, the City of National City (the "City") may adopt ordinances in accordance with its police powers to ensure the public health, welfare, and safety of its residents, including the police powers vested in the City pursuant to article XI, section 7, of the California Constitution; and

WHEREAS, pursuant to the terms and provision of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, City staff and the City Attorney's Office have analyzed the National City Municipal Code and are recommending updates where appropriate; and

WHEREAS, the City of National City desires to keep all public property clean and readily accessible to all residents, businesses, and the public at large; and

WHEREAS, the use of public property for camping and/or for the storage of personal belongings interferes with the rights of others to use and enjoy these public spaces and can constitute a public health and safety hazard; and

WHEREAS, the City of National City wants to maintain all public areas within the City in a clean, sanitary, safe and accessible condition to ensure public property public property is used for its intended purposes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

Section 1. The City Council of the City of National City hereby amends Title 10 of the National City Municipal Code by adding Chapter 10.56 to read as follows:

CHAPTER 10.56 REGULATIONS FOR ENCAMPMENTS ON PUBLIC PROPERTY

Section(s):

10.56.010 Purpose – Adopted.

10.56.020 Definitions – Adopted.

10.56.030 Protection of Waterways – Adopted.

10.56.040 Unauthorized Encampments on Public Property – Adopted.

10.56.050 Abatement of Encampments – Adopted.

10.56.060 Enforcement – Adopted.

10.56.010 **Purpose.**

Public property throughout the City should be readily accessible and available to all people and businesses at large. The use of public property for camping purposes interferes with the rights of others to use and enjoy the public property as it was intended. Such activity presents a public health and safety hazard which adversely impacts all people and sensitive public land. The purpose of this chapter is to establish a standard for the protection of the life, health, and safety of all people, which includes residents of such unauthorized encampments, and the protection of sensitive public lands to avoid the destruction of these assets. Nothing in this chapter is intended to interfere with otherwise lawful and ordinary use of public property. This chapter shall be interpreted in a manner that is consistent with applicable state and federal law.

10.56.020 **Definitions.**

Whenever in this chapter the following terms are used, they shall be deemed and construed to have the meaning ascribed to such respective terms in this section.

A. “Abatement” means the process of documenting and collecting valuable items for temporary storage, removing and disposing of, recycling, or reusing of waste at an encampment as authorized by the National City Administrative Policy Manual Chapter 10.04.
B. “Camp” or “Camping” means to place, pitch, erect, or occupy an encampment, or to use camp paraphernalia or both, for the purpose of, or in a way that facilitates outdoor sheltering for living, accommodation or habitation purposes or for remaining outdoors overnight.
C. “Camp Paraphernalia” includes, but is not limited to, tarps, cots, beds, sleeping bags, hammocks, bedrolls, camp stoves, cooking equipment, buckets, and similar equipment or items that are accessory to encampments, mattresses, couches, dressers, or other furniture.
D. “Encampment” means one or more temporary, makeshift, or hand-built shelters, including tents or huts, used for one or more persons or their belongings and without permitted authorization by property owner.
E. “Official” or “Officer” means any official or officer who is charged by the Municipal Code with code enforcement authority.
F. “Park” means the same as defined in Section 18.50.010 of Title 18.
G. “Public Property” means all property that is owned by the city including, but not limited to, streets, alleys, parking lots, sidewalks, parks, waterways, natural areas abutting waterways, and improved or unimproved land.

H. “School” means institutions that offer instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education. This does not include a vocational or professional institution of higher education, including a community or junior college, college, or university.
I. “Shelter” means any city-funded shelter or an area designated by the City Manager within the City where unsheltered individuals or families can access beds or other services.
J. “Sidewalk” means the same as defined in Section 18.50.010 of Title 18.
K. “Street” means the same as defined in Section 18.50.010 of Title 18.
L. “Waste” means materials of any nature that constitute rubbish in Section 18.50.010. Waste also means abandoned personal property that is left unattended in or upon public property. Waste does not mean recyclable material properly contained and disposed of in a timely fashion.
M. “Waterway” means all portions of Sweetwater River and Paradise Creek and drainage culverts found within the boundaries of the City of National City.

10.56.030 **Protection of Waterway**

A. It is unlawful for any person to cause damage to a waterway.
B. It is unlawful for any individual to do any of the following:
    a. Erect an encampment or any other structure along the bank of a waterway, in any natural area abutting a waterway, or drive or affix an object into any tree or other natural area vegetation for the purpose of erecting an encampment or any other structure;
    b. Reconfigure the natural landscape in the waters of or along the banks of a waterway for the purpose of erecting an encampment or any other structure;
    c. Drive, park, or bring any vehicle along the banks of a waterway, unless otherwise permitted;
    d. Dig in the banks of a waterway for the purpose of erecting an encampment or any other structure;
    e. Accumulate or fail to properly dispose of waste including, but not limited to, hazardous waste, human waste, animal waste, garbage, debris, rubbish, and used needles, in the waters of or along the banks of a waterway.
C. Nothing in Section 10.56.030 is intended to prohibit the activities of an owner of private property or any other lawful user of private property so long as they are normally associated with and incidental to the lawful and authorized use of private property; and nothing is intended to prohibit the activities of any other lawful user if such activities are expressly authorized by the City Manager or by any law, regulation, or ordinances.

10.56.040 **Unauthorized Encampments on Public Property.**

A. It is unlawful and a public nuisance for any individual to do the following in an encampment located in or upon any public property unless specifically authorized by the City Manager:
    a. Camp, occupy camping facilities, or use camp paraphernalia; or
    b. Accumulate or fail to properly dispose of waste including, but not limited to, hazardous waste, human waste, animal waste, garbage, debris, rubbish, and used needles.
B. Section 10.56.040(A) is applicable at all times, in the following locations:
    a. within two blocks of a schools provided that signs are posted prohibiting encampments that are clearly visible to pedestrians;
    b. in any waterway or natural area abutting a waterway; and
    c. within any transit hub, on any trolley platform, or along any trolley tracks provided that signs are posted prohibiting encampments that are clearly visible to pedestrians.

C. Nothing in Section 10.56.040 is intended to prohibit the activities of an owner of private property or any other lawful user of private property so long as they are normally associated with and incidental to the lawful and authorized use of private property; and nothing is intended to prohibit the activities of any other lawful user if such activities are expressly authorized by the City Manager or by any law, regulation, or ordinances.

10.56.050 **Abatement of Encampments.**

Any activity in violation of this chapter is declared to be a public nuisance, and the City is authorized to abate the nuisance and remove the encampment as authorized by the National City Administrative Policy Manual Chapter 10.04.

10.56.060 **Enforcement.**

A. This chapter may be enforced by any official or officer who is charged by the Municipal Code with code enforcement authority. Violation of any provision of this chapter shall be punishable as a misdemeanor subject to fines and custody provisions as prescribed in Chapter 1.20 of the National City Municipal Code. This chapter may also be enforced via administrative or civil actions as authorized by the Municipal Code. Violations of this chapter are punishable at all times.

Section 2: This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

Section 3: The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, held on the 3rd day of September, 2024.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-1-24

WHEREAS California is experiencing a homelessness crisis decades in the making, with over 180,000 people estimated to have experienced homelessness on any given night in 2023, including 123,000 people who experienced unsheltered homelessness, living in tents, trailers, and vehicles across the state; and

WHEREAS within the first year of my Administration I fast-tracked the development of shelter through Executive Order N-23-20, which directed departments to assess and facilitate the use of available state land and resources for short-term emergency homeless shelters; and

WHEREAS since the beginning of my Administration, the State has made unprecedented investments to address the homelessness crisis head on, investing more than $24 billion across multiple state agencies and departments, including $4.85 billion in flexible funding to local jurisdictions to prevent and reduce homelessness through Homeless Housing, Assistance and Prevention grants, $1 billion in Encampment Resolution Funding to assist local jurisdictions in providing services and supports to people living in encampments, and $3.3 billion to rapidly expand housing for persons experiencing homelessness through Homekey; and

WHEREAS the State has redoubled its commitment to holding local jurisdictions accountable to reduce homelessness, including by strengthening and enforcing requirements that local jurisdictions plan for their fair share of housing and by conditioning state homelessness funding on rigorous reporting and measurable performance metrics; and

WHEREAS it is imperative to act with urgency to address dangerous encampments, which subject unsheltered individuals living in them to extreme weather, fires, predatory and criminal activity, and widespread substance use, harming their health, safety, and well-being, and which also threaten the safety and viability of nearby businesses and neighborhoods and undermine the cleanliness and usability of parks, water supplies, and other public resources; and

WHEREAS while every jurisdiction must do more to address encampments, state and local agencies taking proactive steps to remove encampments have been stymied in those efforts by lawsuits and injunctions, leaving officials without the tools or guidance necessary to address the crisis on their streets; and

WHEREAS in September 2023, I called on the United States Supreme Court to grant review in *City of Grants Pass v. Johnson* to clarify that state and local officials can take reasonable actions to resolve encampments while respecting the humanity of all Californians; and

WHEREAS in June 2024 the Supreme Court overturned Ninth Circuit Court of Appeals precedent that restricted the government's authority to enforce laws regulating encampments, recognizing that jurisdictions may tailor their enforcement practices to reflect policy-driven approaches to addressing homelessness; and

WHEREAS with the threat of these types of injunctions removed, there is no longer any barrier to local governments utilizing the substantial resources

provided by the State, in tandem with federal and local resources, to address encampments with both urgency and humanity, or excuse for not doing so; and

WHEREAS guidelines that prioritize offers of shelter and services as a first step to resolving any encampment best respect the dignity of every Californian and provide meaningful paths to ending homelessness; and

WHEREAS the California Interagency Council on Homelessness leads California's efforts to prevent and end homelessness; and

WHEREAS the California Department of Transportation maintains a policy directive that prioritizes removal of encampments that pose threats to life, health, and safety, while partnering with local governments and nonprofit providers to facilitate offers of shelter and supportive services in advance of a removal; and

WHEREAS the California Department of Transportation has, since July 2021, removed 11,188 encampments and 248,275 cubic yards of debris from these encampments along the state rights of way.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1) Agencies and departments subject to my authority shall adopt policies, generally consistent with California Department of Transportation's Maintenance Policy Directive 1001-R1, to address encampments on state property, including through partnerships with other state and local agencies, and shall prioritize efforts to address encampments consistent with such policy. Such policies shall include the following:

    a. Whenever feasible, site assessment in advance of removal operations to determine whether an encampment poses an imminent threat to life, health, safety or infrastructure such that exigent circumstances require immediate removal of the encampment.

    b. Where exigent circumstances exist, as much advance notice to vacate as reasonable under the circumstances.

    c. Where no exigent circumstances exist, posting of a notice to vacate at the site at least 48 hours prior to initiating removal.

    d. Contacting of service providers to request outreach services for persons experiencing homelessness at the encampment.

    e. Collection, labeling, and storage for at least 60 days of personal property collected at the removal site that is not a health or safety hazard.

2) All departments and agencies not under my authority are requested to adopt policies consistent with the guidelines in Paragraph 1.

3) Local governments are encouraged to adopt policies consistent with this Order and to use all available resources and infrastructure,

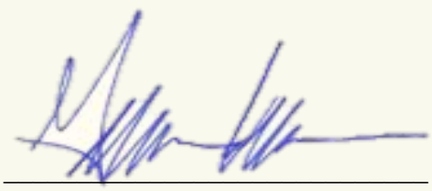
including resources provided by the State's historic investments in housing and intervention programs where appropriate and available, to take action with the urgency this crisis demands to humanely remove encampments from public spaces, prioritizing those encampments that most threaten the life, health, and safety of those in and around them.

4) The California Interagency Council on Homelessness shall develop guidance and provide technical assistance consistent with this Order for local governments to follow in implementing their local homelessness programs.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 25th day of July.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

AGENDA REPORT

Department: **Community Development**
Prepared by: **David McEachern, Housing Programs Specialist II**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
First Substantial Amendment to the FY24-25 HUD Annual Action Plan to reallocate CDBG funds to Water and Sewer Improvements.

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting the First Substantial Amendment to the 2024-2025 U.S. Department of Housing and Urban Development Annual Action Plan to Reallocate $570,184 in Community Development Block Grant Funds from Set-Aside for a Planned Section 108 Loan to Water and Sewer Improvements and Authorizing Staff to Make Budget Adjustments as Necessary Based on HUD's Final Allocation to the City for the 2024-2025 Annual Action Plan."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable

EXPLANATION:

Background
The U.S. Department of Housing and Urban Development (HUD) provides annual grants on a formula basis to entitlement cities and counties, including the City of National City, for its Community Planning and Development Programs (CPD). The City of National City (City) receives Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds on an annual basis.

On May 7, 2024, the City Council approved the 2024-2025 Annual Action Plan (AAP) and associated funding of activities through Resolution 2024-38. Per federal regulations 24 CFR Part 91, a Substantial Amendment to the 2024-2025 AAP is now being proposed to reallocate $570,184 in CDBG funds from a set-aside for a planned Section 108 Loan to Water/Sewer Improvements.

This funding will be reallocated to the National City Engineering/Public Works department to supplement funding for a capital improvement project to replace deteriorated corrugated metal storm drain pipes (CMP) with reinforced concrete pipes (RCP) or high-density polyethylene pipes (HDPE).

The ever-increasing risk of high-intensity rainfall events has established the urgent community need to complete these replacements, as evidenced by recent flooding in the region. On January 22, 2024, the region experienced what has been referred to as a 1,000-year storm. Many areas around the County, including National City, received over three (3) inches of rainfall in a single

24-hour period, a total that exceeds that of an average wet month. There was simultaneously a high tide crest of 6.56 feet which curtailed the ability for natural drainage into the San Diego Bay and compounded the storm's effects. The City experienced flooding, pooling, ponding, and rain-blown water that caused damage to residences, businesses, public facilities, and infrastructure. This replacement of storm drain pipes will be targeted in flood-prone areas. CIP funding sources have been strained resulting from this flooding, requiring this CDBG funding to contribute to the full cost of replacing the pipes.

AAP Amendment
Per federal regulation 24 CFR Part 91, to allocate CDBG funding to this project, a Substantial Amendment to the 2024-2025 AAP is required.

A 30-day public comment period beginning August 16, 2024, for the Substantial Amendment was noticed via email, the City's website, hardcopies at City Hall, and published in the Star News. A copy of the amended AAP has been made available on the City's website at www.nationalcityca.gov/cdbg-home, and hardcopies are available upon request at the City of National City Housing Authority (140 E 12th Street, National City 91950).

FINANCIAL STATEMENT:
$570,184 in CDBG funds from the FY24-25 AAP will be reallocated to the replacement of storm drain pipes. Per authorization provided in the resolution, Finance Department staff will make necessary budget adjustments based on HUD's final allocation to the City.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR 15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act. Published in The Star-News, on the City Website and Posted on Bulletin Boards at City Hall.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Funding Allocation Changes
Exhibit B - Public Notices
Exhibit C - Resolution

Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Annual Action Plan Funding for HUD Program Year 2024 City Fiscal Year 2024-2025

CDBG Entitlement:	$	712,730.00	HOME Entitlement:	$	349,194.85
CDBG Program Income:	$	-	HOME Program Income:	$	124,315.11
Total CDBG funds available:	**$**	**712,730.00**	**Total HOME funds available:**	**$**	**473,509.96**

Community Development Block Grant (CDBG) Program

Non-Public Service Funds

Applicant Name	Program Name	Proposed Amount FY24-25
National City Engineering Department	~~Section 108 Payment Set Aside- New Loan~~ Water/Sewer Improvements	$ 570,184.00

Planning and Administration

Applicant Name	Program Name	Proposed Amount FY24-25
National City Housing Authority	CDBG Program Administration	$ 102,546.00
CSA San Diego County	Fair Housing & Tenant Landlord Services	$ 40,000.00
	CDBG TOTAL:	**$ 712,730.00**

HOME Investments Partnership(HOME) Program

Project Funds

Applicant Name	Program Name	Proposed Amount FY24-25
National City Housing Authority	Affordable Housing Activities Set-Aside	$ 426,158.96

Planning and Administration

Applicant Name	Program Name	Proposed Amount FY24-25
National City Housing Authority	HOME Program Administration	$ 47,351.00
	HOME TOTAL:	**$ 473,509.96**

CITY OF NATIONAL CITY
NOTICE OF PUBLIC HEARING
30 DAY REVIEW PERIOD AND PUBLIC HEARING FOR A SUBSTANTIAL AMENDMENT TO THE 2024-2025 ANNUAL ACTION PLAN

In accordance with the federal regulations at 24 CFR Part 91, the City of National City is required to prepare and submit a Substantial Amendment when modifying proposed projects in its Annual Action Plan for Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The City will reallocate Community Development Block Grant program funds in the amount of $570,184.00 from a planned Section 108 loan to Water/Sewer Improvements.

Notice is hereby given that the City Council of the City of National City will hold a Public Hearing on Tuesday, September 17, 2024, at 6:00 p.m at City Hall located at 1243 National City Boulevard in National City and online www.nationalcityca.gov/webcast. The purpose of the public hearing is to review public comments received during the 30-day public review period beginning on August 16, 2024 for the Substantial Amendment to the 2024-2025 Annual Action Plan. Interested persons and community groups have the opportunity to share their thoughts regarding the proposed amendment and may review the draft Substantial Amendment available on the City's website www.nationalcityca.gov/cdbg-home. A hardcopy of the Amendment is available upon request at the National City Housing Authority (140 E 12th Street, National City, CA 91950). Public comment may be submitted prior to the meeting in writing by to the City Clerk (1243 National City Blvd, National City 91950) or by email to clerk@nationalcityca.gov; please provide the agenda item number or title of the item in the subject line of the email. Email comments received at least 4 hours prior to the City Council Meeting will allow time for distribution to the City Council.

In compliance with the American Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Title II. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting. Hearing-impaired persons, please use the CAL Relay Service Number 711. Interpretation Services are available, please contact the City Clerk at least 72 hours prior to the start of the meeting for assistance.

Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4254.
Tulong sa Tagalog: Upang mabigyang kahulugan ang impormasyon sa Tagalog, tumawag sa (619) 336-4254.

Carlos Aguirre, Director of Community Development
City of National City
August 16, 2024

CIUDAD DE NATIONAL CITY
AVISO DE AUDIENCIA PÚBLICA
PERÍODO DE REVISIÓN DE 30 DÍAS Y AUDIENCIA PÚBLICA PARA UNA ENMIENDA SUSTANCIAL AL PLAN DE ACCIÓN ANUAL 2024-2025

De acuerdo con las regulaciones federales en 24 CFR Parte 91, la Ciudad de National City está obligada a preparar y presentar una Enmienda Sustancial al modificar los proyectos propuestos en su Plan de Acción Anual para los Programas de Derechos de Vivienda y Desarrollo Comunitario financiados por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD). La Ciudad reasignará fondos del programa de Subvención en Bloque para el Desarrollo Comunitario por un monto de $570,184.00 de un préstamo planeado de la Sección 108 para Mejoras de Agua/Alcantarillado.

Por la presente se notifica que el Concejo Municipal de la Ciudad de National City llevará a cabo una Audiencia Pública el martes 17 de septiembre de 2024 a las 6:00 p.m. en el Ayuntamiento ubicado en 1243 National City Boulevard en National City y en línea www.nationalcityca.gov/webcast. El propósito de la audiencia pública es revisar los comentarios públicos recibidos durante el período de revisión pública de 30 días que comienza el 16 de agosto de 2024 para la Enmienda Sustancial al Plan de Acción Anual 2024-2025. Las personas interesadas y los grupos comunitarios tienen la oportunidad de compartir sus pensamientos sobre la enmienda propuesta y pueden revisar el borrador de la Enmienda Sustancial disponible en el sitio web de la Ciudad www.nationalcityca.gov/cdbg-home. Una copia impresa de la Enmienda está disponible a pedido en la Autoridad de Vivienda de National City (140 E 12th Street, National City, CA 91950). Los comentarios públicos pueden presentarse antes de la reunión por escrito al Secretario de la Ciudad (1243 National City Blvd, National City 91950) o por correo electrónico a clerk@nationalcityca.gov; Proporcione el número de punto del orden del día o el título del tema en el asunto del correo electrónico. Los comentarios por correo electrónico recibidos al menos 4 horas antes de la reunión del Concejo Municipal darán tiempo para su distribución al Concejo Municipal.

De conformidad con la Ley de Estadounidenses con Discapacidades de 1990, las personas con discapacidades pueden solicitar una agenda en formatos alternativos apropiados según lo requiera el Título II. Cualquier persona con una discapacidad que requiera una modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 24 horas antes de la reunión. Las personas con discapacidad auditiva deben utilizar el número de servicio de retransmisión CAL 711. Los servicios de interpretación están disponibles, comuníquese con el Secretario de la Ciudad al menos 72 horas antes del inicio de la reunión para obtener ayuda.

Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4254.
Tulong sa Tagalog: Upang mabigyang kahulugan ang impormasyon sa Tagalog, tumawag sa (619) 336-4254.

Carlos Aguirre, Directora de Desarrollo Comunitario
Ciudad de National City
16 de agosto de 2024

LUNGSOD NG PAMBANSANG LUNGSOD
PAUNAWA NG PUBLIC HEARING
30 DAY REVIEW PERIOD AT PUBLIC HEARING PARA SA MALAKING SUSOG SA 2024-2025 ANNUAL ACTION PLAN

Alinsunod sa mga pederal na regulasyon sa 24 CFR Part 91, ang Lungsod ng Pambansang Lungsod ay kinakailangang maghanda at magsumite ng isang Substantial Amendment kapag binabago ang mga iminungkahing proyekto sa kanyang Taunang Action Plan para sa Pabahay at Community Development Entitlement Programs na pinondohan ng US Department of Housing and Urban Development (HUD). Itatalaga ng Lungsod ang pondo ng programang Community Development Block Grant na nagkakahalaga ng $570,184.00 mula sa nakaplanong pautang sa Section 108 sa Water/Sewer Improvements.

Sa pamamagitan nito ay bibigyan ng abiso na ang Sangguniang Panlungsod ng Lungsod ng Pambansang Lungsod ay magsasagawa ng Public Hearing sa Martes, Setyembre 17, 2024, sa ganap na ika 6:00 ng hapon sa City Hall na matatagpuan sa 1243 National City Boulevard sa National City at online www.nationalcityca.gov/webcast. Ang layunin ng pampublikong pagdinig ay upang repasuhin ang mga pampublikong komento na natanggap sa panahon ng 30 araw na pampublikong pagsusuri simula sa Agosto 16, 2024 para sa Substantial Amendment sa 2024 2025 Taunang Action Plan. Ang mga interesadong tao at mga grupo ng komunidad ay may pagkakataong magbahagi ng kanilang mga saloobin hinggil sa panukalang pagbabago at maaaring suriin ang draft Substantial Amendment na makukuha sa website ng Lungsod www.nationalcityca.gov/cdbg-home. Ang hardcopy ng Susog ay makukuha kapag hiniling sa National City Housing Authority (140 E 12th Street, National City, CA 91950). Ang puna ng publiko ay maaaring isumite bago ang miting sa pamamagitan ng sa pamamagitan ng sa City Clerk (1243 National City Blvd, National City 91950) o sa pamamagitan ng email sa clerk@nationalcityca.gov; Mangyaring ibigay ang numero ng item ng agenda o pamagat ng item sa linya ng paksa ng email. Ang mga komento sa email na natanggap ng hindi bababa sa 4 na oras bago ang Pulong ng Sangguniang Panlungsod ay magbibigay ng oras para sa pamamahagi sa Sangguniang Panlungsod.

Bilang pagsunod sa American Disabilities Act of 1990, ang mga taong may kapansanan ay maaaring humiling ng agenda sa angkop na alternatibong format ayon sa hinihingi ng Title II. Ang sinumang may kapansanan na nangangailangan ng pagbabago o tirahan upang makalahok sa isang miting ay dapat idirekta ang naturang kahilingan sa City Clerk's Office (619) 336-4228 nang hindi bababa sa 24 oras bago ang miting. Mga may kapansanan sa pandinig, gamitin lamang ang CAL Relay Service Number 711. Available ang Interpretation Services, mangyaring makipag ugnayan sa City Clerk nang hindi bababa sa 72 oras bago magsimula ang pulong para sa tulong.

Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4254.
Tulong sa Tagalog: Upang mabigyang kahulugan ang impormasyon sa Tagalog, tumawag sa (619) 336-4254.

Carlos Aguirre, Direktor ng Pagpapaunlad ng Komunidad
Lungsod ng Pambansang Lungsod
Agosto 16, 2024

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING THE FIRST SUBSTANTIAL AMENDMENT TO THE 2024-2025 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ANNUAL ACTION PLAN TO REALLOCATE $570,184 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM SET-ASIDE FOR A PLANNED SECTION 108 LOAN TO WATER AND SEWER IMPROVEMENTS AND AUTHORIZING STAFF TO MAKE BUDGET ADJUSTMENTS AS NECESSARY BASED ON HUD'S FINAL ALLOCATION TO THE CITY FOR THE 2024-2025 ANNUAL ACTION PLAN

WHEREAS, as an entitlement community, the City of National City ("City") administers the Community Development Block Grant ("CDBG") and the Home Investment Partnerships Act ("HOME") Programs for the Federal government under the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, per the federal regulations at 24 CFR, Part 91, the City is required to prepare and submit an Annual Action Plan ("AAP") for Housing and Community Development Programs funded by CDBG and HOME; and

WHEREAS, the City Council approved the 2024-2025 AAP and associated funding of activities on May 7, 2024, through Resolution 2024-38; and

WHEREAS, per Resolution 2024-38, the City allocated $570,184 of CDBG funds for a Section 108 Payment Set Aside for 2024-2025; and

WHEREAS, the City desires to reallocate $570,184 in CDBG funds from the Section 108 Payment Set Aside to Water/Sewer Improvements; and

WHEREAS, per the federal regulations at 24 CFR Part 91, in order to reallocate said funds, the City must add a new project to its 2024-2025 AAP, which requires the preparation and submission of a Substantial Amendment; and

WHEREAS, a 30-day public comment period for the Substantial Amendment, beginning August 16, 2024, was noticed via email, the City's website, hardcopies at City Hall, and published in the Star News; and

WHEREAS, the City Council conducted a Public Hearing on September 17, 2024, to receive input from the public; and

WHEREAS, the City incorporated public comments received for the Substantial Amendment to the 2024-2025 AAP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Substantial Amendment to the 2024-2025 Annual Action Plan to reallocate $570,184 in CDBG funds from the Section 108 Payment Set Aside to Water/Sewer Improvements.

Section 2: That the City Council hereby authorizes the submission of the Substantial Amendment to the 2024-2025 Annual Action Plan to the United States Department of Housing and Urban Development ("HUD") for the expenditure of said funds.

Section 3: That the City Council hereby authorizes the City Manager or their designee to execute the final submission of the Substantial Amendment to the 2024-2025 Annual Action Plan, modify and execute any and all appropriate instruments, certifications, agreements, contracts, and implementing documents related to the implementation and administration of the proposed Substantial Amendment to the 2024-2025 Annual Action Plan to fully implement the activities funded under said Plan, including subrecipient grant contracts and agreements, based on HUD's appropriation to the City.

Section 4: That the City Council also hereby authorizes the City Manager or their designee to execute budget adjustments as necessary to reflect the funding allocations in the Substantial Amendment to the 2024-2025 Annual Action Plan.

Section 5: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Community Development**
Prepared by: **David McEachern, Housing Programs Specialist II**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Public Hearing No. 1 of 2 on the U.S. Department of Housing and Urban Development (HUD) 2025-2029 Consolidated Plan and 2025-2026 Action Plan

RECOMMENDATION:
Conduct the Public Hearing to Receive Comments from Members of the Public Concerning Housing and Community Development Needs, Program Performance, and Strategies for Affirmatively Furthering Fair Housing.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
As an "Entitlement Grantee," National City receives annual allocations of federal funds from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. These funds are essential for developing local programs that benefit low- and moderate-income residents by addressing affordable housing, public services, and infrastructure improvement needs.

To continue receiving these funds, the City must prepare and submit a Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance Evaluation Report (CAPER). The Consolidated Plan outlines the City's housing and community development needs and proposes strategies for using HUD funds to address these needs over a five-year period. The Annual Action Plan details the specific activities that will be undertaken each year to achieve the goals set forth in the Consolidated Plan. Together, these documents serve as the City's strategic framework for allocating federal resources and enhancing the quality of life for its residents, particularly those that are low- and moderate-income.

In accordance with HUD regulations at 24 CFR Part 91, the City is required to conduct at least one public hearing before publishing the draft Consolidated Plan and Annual Action Plan for public review. The purpose of this public hearing is to gather input from residents and stakeholders on their high-priority housing and community development needs, evaluate program performance, and discuss strategies for affirmatively furthering fair housing. The input received during this hearing, the community meetings, and surveys will be used to refine the draft plans to ensure they reflect the community's needs and priorities before they are finalized and made available for public review.

As part of the public participation process, the City will also be conducting two community meetings to gather feedback from residents on how federal funds may be used to address the

community's high priority needs. The first meeting is scheduled to occur virtually on Monday, October 7, 2024 at 12:00 pm. The second meeting will take place on Monday, October 21, 2024 at 6:00 pm at City Hall during the Housing Advisory Committee Meeting.

Lastly, the City is distributing a survey to gather input on the community's short- and long-term needs. The survey is available online and in paper format. The survey will remain open until October 31, 2024, allowing residents ample time to share their views on social services, housing programs, and public improvements. The survey link can be found here and on the Housing Authority CDBG and HOME webpage:
https://bit.ly/NationalCitySurvey
https://www.nationalcityca.gov/cdbg-home

FINANCIAL STATEMENT:
There is no fiscal impact as this public hearing is for information and feedback.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act. Published in The Star-News, on the City Website and Posted on Bulletin Boards at City Hall.

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A - Public Notices

PUBLIC NOTICE

CITY OF NATIONAL CITY
CONSOLIDATED PLAN PUBLIC HEARING, COMMUNITY MEETINGS, & COMMUNITY NEEDS SURVEY

Program Description:

National City (City) receives funding on an annual basis from the U.S. Department of Housing and Urban Development (HUD) to address various housing and community development needs. To continue receiving these funds, the City must prepare and submit several key planning documents: the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).

- **Consolidated Plan:** Establishes the City's housing and community development needs and how program funds will be allocated over a five-year period.
- **Annual Action Plan:** Details the specific activities to be undertaken each year to address the high priority needs identified in the Consolidated Plan.
- **CAPER:** Provides an overview of the progress made toward achieving the goals established in the Consolidated Plan.

The purpose of the public hearings and community meetings related to the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs is to hear the views of residents and respond to proposals or questions concerning housing and community development needs, priority non-housing community development needs, proposed strategies and actions for affirmatively furthering fair housing, the development of proposed activities, and a review of program performance.

First Consolidated Plan Public Hearing:

NOTICE IS HEREBY GIVEN the City Council will conduct the first public hearing on the Consolidated Plan to provide an opportunity for residents to present oral comments concerning housing and community development needs. The agenda will be posted online at least 72 hours in advance of the hearing at https://www.nationalcityca.gov/government/city-clerk/public-meetings.

DATE: September 17, 2024
TIME: 6:00 pm
LOCATION: City Hall, City Council Chambers
1243 National City Blvd.
National City, CA 91950

First Consolidated Plan Community Meeting:

NOTICE IS HEREBY GIVEN the first Consolidated Plan community meeting to provide input on short- and long-term needs of the community and how federal funds may be used will take place as follows:

DATE: October 7, 2024
TIME: 12:00 pm
LOCATION: Virtual- TBA. To be posted to https://www.nationalcityca.gov/cdbg-home

Second Consolidated Plan Community Meeting:

NOTICE IS HEREBY GIVEN the second Consolidated Plan community meeting to provide input on short- and long-term needs of the community and how federal funds may be used will take place as follows:

DATE: October 21, 2024
TIME: 6:00 pm
LOCATION: City Hall, City Council Chambers
1243 National City Blvd.
National City, CA 91950

Community Needs Survey:

Please complete the Community Needs Survey to share what you view as priorities for social services, housing programs, and public improvements.

ONLINE: https://bit.ly/NationalCitySurvey and posted at https://www.nationalcityca.gov/cdbg-home

HARD COPY: City Hall
140 E 12th Street, Suite B
National City, CA 91950

ADA: In compliance with the American Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Title II. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 48 hours in advance of the meeting. Hearing-impaired persons, please use the CAL Relay Service Number 711.

Language Assistance: **Asistencia en Español:** Si necesita más información sobre este aviso o la traducción de documentos en español, llame al (619) 336-4254.

Tulong sa Tagalog: Upang mabigyang kahulugan ang impormasyon sa Tagalog, tumawag sa (619) 336-4254.

City Contact: Questions and written comments regarding the Consolidated Plan and Community Survey may be addressed to the City Clerk (1243 National City Blvd., National City 91950) or via email at clerk@nationalcityca.gov.

Published: Carlos Aguirre, Director of Community Development
August 30, 2024

AVISO PÚBLICO

CIUDAD DE NATIONAL CITY
AUDIENCIA PÚBLICA DEL PLAN CONSOLIDADO, REUNIONES COMUNITARIAS, & ENCUESTA DE NECESIDADES DE LA COMUNIDAD

Descripción del programa: National City (Ciudad) recibe fondos anualmente del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés) para abordar diversas necesidades de vivienda y desarrollo comunitario. Para continuar recibiendo estos fondos, la Ciudad debe preparar y presentar varios documentos clave de planificación: el Plan Consolidado, el Plan de Acción Anual y el Informe Anual Consolidado de Desempeño y Evaluación (CAPER).

- **Plan Consolidado:** Establece las necesidades de vivienda y desarrollo comunitario de la Ciudad y cómo se asignarán los fondos del programa durante un período de cinco años.
- **Plan de Acción Anual:** Detalla las actividades específicas que se llevarán a cabo cada año para abordar las necesidades de alta prioridad identificadas en el Plan Consolidado.
- **CAPER:** Proporciona una visión general de los avances realizados en la consecución de los objetivos establecidos en el Plan Consolidado.

El propósito de las audiencias públicas y reuniones comunitarias relacionadas con los programas de Subvención en Bloque para el Desarrollo Comunitario (CDBG) y Asociación de Inversión HOME (HOME) es escuchar las opiniones de los residentes y responder a las propuestas o preguntas sobre las necesidades de vivienda y desarrollo comunitario, las necesidades prioritarias de desarrollo comunitario no relacionadas con la vivienda, las estrategias y acciones propuestas para promover afirmativamente la vivienda justa, el desarrollo de las actividades propuestas, y una revisión del desempeño del programa.

Primera Audiencia Pública del Plan Consolidado: POR LA PRESENTE SE DA AVISO de que el Concejo Municipal llevará a cabo la primera audiencia pública sobre el Plan Consolidado para brindar una oportunidad para que los residentes presenten comentarios orales sobre las necesidades de vivienda y desarrollo comunitario. La agenda se publicará en línea al menos 72 horas antes de la audiencia en https://www.nationalcityca.gov/government/city-clerk/public-meetings.

FECHA: 17 de septiembre de 2024
HORA: 18:00 horas
UBICACIÓN: Ayuntamiento, Cámaras del Concejo Municipal
1243 National City Blvd.
Ciudad Nacional, CA 91950

Primera Reunión Comunitaria del Plan Consolidado: POR LA PRESENTE SE DA AVISO de que la primera reunión comunitaria del Plan Consolidado para proporcionar información sobre las necesidades a corto y largo plazo de la comunidad y cómo se pueden utilizar los fondos federales se llevará a cabo de la siguiente manera:

FECHA: 7 de octubre de 2024
HORA: 12:00 horas
UBICACIÓN: Virtual- TBA. Se publicará en https://www.nationalcityca.gov/cdbg-home

Segundo Reunión Comunitaria del Plan Consolidado:

POR LA PRESENTE SE NOTIFICA que la segunda reunión comunitaria del Plan Consolidado para proporcionar información sobre las necesidades a corto y largo plazo de la comunidad y cómo se pueden utilizar los fondos federales se llevará a cabo de la siguiente manera:

FECHA: 21 de octubre de 2024
HORA: 18:00 horas
UBICACIÓN: Ayuntamiento, Cámaras del Concejo Municipal
1243 National City Blvd.
Ciudad Nacional, CA 91950

Encuesta de Necesidades de la Comunidad:

Complete la Encuesta de Necesidades Comunitarias para compartir lo que considera prioridades para los servicios sociales, los programas de vivienda y las mejoras públicas.

EN LÍNEA: https://bit.ly/NationalCitySurvey y publicado en https://www.nationalcityca.gov/cdbg-home
COPIA IMPRESA: Ayuntamiento
140 E Calle 12, Suite B
Ciudad Nacional, CA 91950

ADA:

De conformidad con la Ley de Estadounidenses con Discapacidades de 1990, las personas con discapacidades pueden solicitar una agenda en formatos alternativos apropiados según lo requiera el Título II. Cualquier persona con una discapacidad que requiera una modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 48 horas antes de la reunión. Las personas con discapacidad auditiva deben utilizar el número 711 del servicio de retransmisión de CAL.

Asistencia Lingüística:

Asistencia en Español: Si necesita más información sobre este aviso o la traducción de documentos en español, llame al (619) 336-4254.

Tulong sa Tagalog: Upang mabigyang kahulugan ang impormasyon sa Tagalog, tumawag sa (619) 336-4254.

Contacto:

Las preguntas y comentarios por escrito sobre el Plan Consolidado y la Encuesta Comunitaria pueden dirigirse al Secretario de la Ciudad (1243 National City Blvd., National City 91950) o por correo electrónico a clerk@nationalcityca.gov.

Publicado:

Carlos Aguirre, Director de Desarrollo Comunitario
30 de agosto de 2024

PAUNAWA SA PUBLIKO

LUNGSOD NG PAMBANSANG LUNGSOD
CONSOLIDATED PLAN PUBLIC HEARING, MGA PULONG NG KOMUNIDAD, & SURVEY SA PANGANGAILANGAN NG KOMUNIDAD

Paglalarawan ng Programa:

Ang Pambansang Lungsod (Lungsod) ay tumatanggap ng pondo sa taunang batayan mula sa Kagawaran ng Pabahay at Urban Development (HUD) ng Estados Unidos upang matugunan ang iba't ibang pangangailangan sa pabahay at pagpapaunlad ng komunidad. Upang patuloy na matanggap ang mga pondo na ito, kailangang maghanda at magsumite ang Lungsod ng ilang mahahalagang dokumento sa pagpaplano: ang Consolidated Plan, Annual Action Plan, at Consolidated Annual Performance and Evaluation Report (CAPER).

- **Consolidated Plan:** Pagtatatag ng mga pangangailangan ng Lungsod sa pabahay at pagpapaunlad ng komunidad at kung paano ilalaan ang pondo ng programa sa loob ng limang taong panahon.
- **Taunang Plano sa Pagkilos:** Nagdedetalye ng mga tiyak na aktibidad na isasagawa bawat taon upang matugunan ang mga pangangailangan na may mataas na prayoridad na natukoy sa Consolidated Plan.
- **CAPER:** Nagbibigay ng buod ng progreso na ginawa tungo sa pagkamit ng mga layuning itinatag sa Consolidated Plan.

Layunin ng mga pampublikong pagdinig at pagpupulong ng komunidad na may kaugnayan sa mga programa ng Community Development Block Grant (CDBG) at HOME Investment Partnership (HOME) na marinig ang mga pananaw ng mga residente at tumugon sa mga panukala o tanong hinggil sa mga pangangailangan sa pabahay at pagpapaunlad ng komunidad, prayoridad na mga pangangailangan sa pagpapaunlad ng komunidad na hindi pabahay, mga panukalang estratehiya at aksyon para sa pagpapatibay na pagpapasulong ng makatarungang pabahay, ang pagbuo ng mga iminungkahing aktibidad, at isang pagsusuri ng pagganap ng programa.

Unang Consolidated Plan Public Hearing:

NOTICE IS HEREBY GIVEN isasagawa ng Sangguniang Panlungsod ang unang public hearing sa Consolidated Plan upang mabigyan ng pagkakataon ang mga residente na makapagpresenta ng oral comments hinggil sa mga pangangailangan sa pabahay at pagpapaunlad ng komunidad. Ang agenda ay ipo post online ng hindi bababa sa 72 oras bago ang pagdinig sa https://www.nationalcityca.gov/government/city-clerk/public-meetings.

PETSA: Setyembre 17, 2024
ORAS: 6:00 pm
LOCATION: City Hall, Mga Kamara ng Sangguniang Panlungsod
1243 National City Blvd.
Pambansang Lungsod, CA 91950

Unang Consolidated Plan Community Meeting:

PAUNAWA AY IBINIBIGAY DITO ang unang Consolidated Plan community meeting upang magbigay ng input sa panandalian at pangmatagalang pangangailangan ng komunidad at kung paano maaaring gamitin ang pederal na pondo ay magaganap tulad ng sumusunod:

PETSA: Oktubre 7, 2024
ORAS: 12:00 ng hapon
LOCATION: Virtual- TBA. Na ipopost sa https://www.nationalcityca.gov/cdbg-home

Pangalawa Consolidated Plan Community Meeting:

PAUNAWA AY IBINIBIGAY DITO ang ikalawang Consolidated Plan community meeting upang magbigay ng input sa panandalian at pangmatagalang pangangailangan ng komunidad at kung paano maaaring gamitin ang pederal na pondo ay magaganap tulad ng sumusunod:

PETSA: Oktubre 21, 2024
ORAS: 6:00 pm
LOCATION: City Hall, Mga Kamara ng Sangguniang Panlungsod
1243 National City Blvd.
Pambansang Lungsod, CA 91950

Survey sa Pangangailangan ng Komunidad:

Kumpletuhin lamang ang Survey para sa Pangangailangan ng Komunidad para ibahagi ang itinuturing ninyong prayoridad para sa mga serbisyong panlipunan, mga programa sa pabahay, at mga pagpapabuti ng publiko.

ONLINE: https://bit.ly/NationalCitySurvey at nagpost sa https://www.nationalcityca.gov/cdbg-home

HARD COPY: City Hall
140 E 12th Street, Suite B
Pambansang Lungsod, CA 91950

ADA:

Bilang pagsunod sa American Disabilities Act of 1990, ang mga taong may kapansanan ay maaaring humiling ng agenda sa angkop na alternatibong format ayon sa hinihingi ng Title II. Ang sinumang may kapansanan na nangangailangan ng pagbabago o tirahan upang makalahok sa isang miting ay dapat idirekta ang naturang kahilingan sa City Clerk's Office (619) 336-4228 nang hindi bababa sa 48 oras bago ang miting. Mga may kapansanan sa pandinig, gamitin lamang ang CAL Relay Service Number 711.

Tulong sa Wika:

Asistencia en Español: Si necesita más información sobre este aviso o la traducción de documentos en español, llame al (619) 336-4254.

Tulong sa Tagalog: Upang mabigyang kahulugan ang impormasyon sa Tagalog, tumawag sa (619) 336-4254.

Makipag ugnay:

Ang mga tanong at nakasulat na komento hinggil sa Consolidated Plan and Community Survey ay maaaring i address sa City Clerk (1243 National City Blvd., National City 91950) o sa pamamagitan ng email sa clerk@nationalcityca.gov.

Nai-publish:

Carlos Aguirre, Direktor ng Pagpapaunlad ng Komunidad
Agosto 30, 2024

AGENDA REPORT

Department: **Community Development**
Prepared by: **Angelita Palma, Housing Manager**
Meeting Date: **Tuesday, September 17, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Memorandum of Understanding (MOU) Providing Rent Stabilization in National City Mobilehome Parks for a Term of Ten Years Effective January 1, 2025.

RECOMMENDATION:
Adopt the Resolution, Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Mobilehome Park Memorandum of Understanding, and Agreement Affecting Real Property By and Among the City of National City and Bonita Paradise, LLC, Bonita Vista MHP, Happy Hallow MHP LP, and Keystone TP for a Term of Ten Years, Effective January 1, 2025."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
None.

EXPLANATION:

Mobilehome Park Rent Stabilization Ordinance 2022-2505 adopted December 6, 2022

The City Council of the City of National City ("City Council") began acknowledging concerns about excessive rent increases in August 2022. The supply of mobilehome park spaces is very limited in National City, with little to no vacancies advertised at most mobilehome parks. The limited supply contributes to escalating rents in a manner that would, in absence of regulation, result in the elimination of mobilehomes as a source of affordable housing for seniors, veterans, and families. There is a total of 359 mobilehome park spaces available in National City, of which approximately 176 are on long-term leases and exempt from local or statewide rent control by the State of California Civil and Government Codes.

National City Mobilehome Parks		
Mobilehome Parks	Address	No. of Spaces
Bonita Paradise LLC	3131 Valley Road, National City	83
Bonita Vista MHP	2621 Sweetwater Road, National City	93
Happy Hollow MHP LP	999 E. Division Street, National City	90
Keystone TP	3221 National City Blvd., National City	93

On December 6, 2022, the City Council approved a temporary Mobilehome Park Rent Stabilization Ordinance ("Ordinance"), attached as Exhibit "B," amending Title 9 of the National City Municipal Code by adding Chapter 9.64. The Ordinance prohibits management of a mobilehome park from increasing the gross rental rate for a tenancy for a mobilehome park space by more than 3% plus the percentage change in the San Diego Metropolitan Area Urban (broader

base) Consumer Price Index, as defined, or 5%, whichever is lower, from the lowest gross rental rate charged at any time during the immediately preceding 12 months. The Ordinance also does not allow the rent to be increased in more than two increments in any 12-month period during the term of the Ordinance. The Ordinance provides for both civil and criminal remedies if rent in excess of the maximum rent allowable is collected.

Ordinance 2022-2505 was designed as a temporary measure and is set to expire on December 31, 2024. Since the sunsetting of the Ordinance could leave tenants vulnerable to unregulated rent increases, City staff has worked to find a longer-term solution that would preserve the benefit of rent stabilization provided by the current Ordinance to mobilehome owners and mobilehome tenants (collectively "Tenants") and, at the same time, prevent the potential for costly and ongoing litigation between the City and mobilehome park owners ("Owners") for not allowing Owners to receive a reasonable return on rent.

Proposed Memorandum of Understanding

City staff has periodically met with the Owners to discuss and consider alternative solutions, which led to the development and negotiation of the proposed Mobilehome Park Memorandum of Understanding and Agreement Affecting Real Property ("MOU"), attached as Exhibit "A," that responds to the need for a rent stabilization mechanism to avoid excessive rent increases and, at the same time, provides for a fair return to the Owners by incorporating the "Pass Through" adjustments listed below. The proposed MOU is an agreement between the Owners and the City of National City for a term of ten (10) years and would become effective on January 1, 2025. All four Owners have had their legal counsel review the MOU and have agreed to execute and publicly record the attached form of the MOU. Amendments may be made at any time during the term of the MOU, subject to the approval of the Owners and City Council.

The major provisions of the MOU are the following:

-Annual Permissive Rent Increases

Mobilehome Tenants' rent can be increased once during a 12-month period. The rent increase can be three percent (3%) plus the percentage change in the Consumer Price Index (CPI), up to a maximum of five percent (5%), from the lowest rent charged for the mobilehome space at any time with a 90-day written notice before the increase takes effect, per Civil Code Section 798.30.

-Pass Through Adjustments

In addition to the rent increases, the Owner may pass through the following costs to the Mobilehome Tenants ("Pass Throughs"). Applicable Pass Through adjustments will be divided by twelve (12) and then allocated equally among all spaces in the Park.

1. **Government Fees and Assessments:**
   The government fees and assessments ("fees") Pass Through would be the increased difference from the prior fiscal tax year by which such fees exceed the annual CPI increase.
2. **Capital Improvements**
   The Pass Through will equal the actual cost of a Capital Improvement plus the interest rate paid by the Owner for any financing associated with the applicable amortization schedule of the U.S. Internal Revenue Code. The Rent obligation will be eliminated at the conclusion of the amortization period.
3. **Capital Replacements**
   A Capital Replacement Pass Through is determined by subtracting the actual cost from insurance proceeds, rebates, tax credits, or warranty payments received by

the Owner, defraying the costs, and amortizing the remaining cost of the Capital Replacement plus either interest rate paid by the Owner or the Prime Rate plus two percent (2%) over the applicable amortization schedule of the U.S. Internal Revenue Code. The Rent obligation will be eliminated at the conclusion of the amortization period.

4. **Property Tax Increases**
   (a) A property tax Pass Through may be imposed in the amount of any property tax increase that exceeds two percent (2%) in a given fiscal tax year caused by an involuntary Property Tax reassessment.
   (b) If the Park is sold to a third party, the Owner may pass through to the mobilehome Tenants the increase, phased in over five (5) years, in property taxes resulting from a reassessment of the park upon such sale to the extent that such increase exceeds two percent (2%) in a given fiscal tax year.
   (c) Owner shall not be entitled to any property tax Pass Through due to an increase in property taxes that is triggered solely by or based upon a voluntary internal reorganization resulting in a "change of ownership" or a transfer of a joint venture or partnership interest among the current persons holding an ownership interest that triggers a reassessment of the property or the park.
5. **Emergency or Disaster Related Costs.**
   The Pass Through is the amortized cost to repair damage to the park arising from any emergency or disaster related event.
   (a) Damage over the initial fifty thousand dollars ($50,000) of such costs, provided such costs are amortized in accordance with the procedure for amortizing capital replacements.
   (b) The net of any insurance proceeds or disaster grants or assistance received by the Owner for such costs.
   (c) The Owner shall not be entitled to pass through to the mobilehome Tenants any emergency and disaster related event costs unless the Owner has continued to maintain throughout the term of this MOU the types and amounts of property insurance in effect on the effective date if those types and amounts of property insurance are commercially available throughout the term of this MOU.
   (d) The Rent obligation will be eliminated at the conclusion of the amortization period.
6. **Requirements Applicable to all Pass Throughs.**
   (a) At least ninety (90) days written notice of the Pass Through unless the Owner holds a “meet and confer” meeting with the mobilehome Tenants regarding the Pass Through.
   (b) Pass Throughs shall be separately itemized in the monthly space rent bills.
   (c) Pass Throughs shall not be deemed part of the rent to calculate the annual permissive rent increase.

-Covenants Running with the Land

The obligations of the Owner contained within this MOU to the park are covenants running with the land binding upon the Owner and all successors, heirs, and assigns of the Owner to the park during the term of this MOU. When the MOU is executed and notarized, it will be recorded in the Official Records of the San Diego County Recorder’s Office.

-Applicability and Exemptions

The provisions of this MOU shall apply to all mobilehome parks and all mobilehome spaces owned by the Owner within the City of National City, with the exception provided below.

(1) Any leases for a term exceeding one year; and, including
(2) Leases of more than a year existing at the effective date; and any
(3) New leases for a term exceeding one year, which are entered into after the effective date.

(4) Mobilehomes owned by park;
(5) Recreational vehicles in a mobilehome space;
(6) Mobilehomes spaces exempt from local or statewide rent control pursuant to state law, including but not limited to, Civil Code §§ 798.7, 798.21, 798.45, and Govt. Code § 66427.5.

FINANCIAL STATEMENT:
Staff conservatively estimates that the cost of enforcing the proposed MOU would be approximately $5,000 per year and would be included under an existing contract with CSA San Diego County for tenant-landlord mediation and fair housing services funded with CDBG Fund 301 (administrative not program funds) and potential supplemented by Housing Authority Fund 501.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - MOU
Exhibit B - Ordinance 2022-2505
Exhibit C - Resolution

[RECORDER'S SPACE]

MOBILEHOME PARK MEMORANDUM OF UNDERSTANDING AND AGREEMENT AFFECTING REAL PROPERTY

THIS MOBILEHOME PARK MEMORANDUM OF UNDERSTANDING AND AGREEMENT AFFECTING REAL PROPERTY (the "MOU") is dated as of _____, 2024 by and among the CITY OF NATIONAL CITY (the "City"), a California municipal corporation, and the owners ("Owners") of the mobilehome parks ("Parks") identified in Exhibit A. Each individual Owner of a park will execute a substantively identical version of the MOU. This copy of the MOU is executed by _____, which is the Owner of that Park commonly known as: _____ ("Park").

RECITALS

This MOU will be between the City and each park within the City of National City and shall contain substantively identical terms for each park.

A. The Effective Date ("Effective Date") of this MOU shall be January 1, 2025.

B. In order to avoid the negative consequences of a rent stabilization ordinance, including potential costly litigation and to maintain cordial relationships with their tenants, the Owners have agreed to negotiate a memorandum of understanding with the City.

C. This MOU is intended to: (1) operate as an alternative to a rent stabilization ordinance; (2) avoid excessive rent increases for the spaces in the Parks; and (3) provide the Owners with the opportunity to receive a reasonable return on their investment in the parks.

D. During the period in which this MOU is in effect, the City intends not to enforce or impose the provisions of any City ordinance or regulation with respect to the amount of rent charged by Owner for occupancy of any Mobilehome Spaces or any City adopted rent stabilization ordinance, within the Park.

E. In the event the Park becomes subject to a rent stabilization law or ordinance at some point after the Effective Date of this MOU, nothing in this MOU shall prevent Owner from applying for any rent increase Owner may be entitled to, including a Vega adjustment and/or a fair return adjustment.

F. The City and Owners intend that this MOU will govern the Parks and the rights of the Owners, Mobilehome Owners and Mobilehome Residents in those Parks (who are third party beneficiaries) during the Term and provide protections and benefits to the Owners, Mobilehome Owners and Mobilehome Residents of those Parks. The real property comprising the above-named Park is set forth in Exhibit B and this MOU shall be recorded against that real property until such time as this MOU expires or terminates.

G. The Owners and the City acknowledge that the parties may discuss potential amendments to this MOU at any time during the term of this MOU, provided such amendments will be subject to approval by the City Council and the applicable Owner.

AGREEMENT

NOW, THEREFORE, for the consideration of the mutual benefits, promises, and other valuable consideration identified herein, the receipt of which is hereby acknowledged, City and Owner agree as follows:

1. DEFINITIONS

A. "Consumer Price Index" or "CPI" means the All Urban Consumers/All Items component of the San Diego Metropolitan Area U (broader base) Consumer Price Index prepared by the Bureau of Labor Statistics. If the United States Bureau of Labor Statistics does not publish the San Diego Metropolitan Area U (broader base) Consumer Price Index or there is no alternative CPI All Urban Consumers/All Items index published by the Bureau of Labor Statistics that applies to National City, CPI will be defined as the California Consumer Price Index for All Urban Consumers for All Items as published by the California Department of Industrial Relations.

B. "Mobilehome" has the same meaning as California Civil Code Section 798.3.

C. "Mobilehome Space" means a portion of a mobilehome park designated or used for the occupancy of one mobilehome.

D. "Mobilehome Park" or "Park" means an area of land where two or more Mobilehomes or Mobilehome Spaces are rented, or held out for rent, to accommodate Mobilehomes.

E. "Mobilehome Owner" means a person who owns a mobilehome which is legally located in a Mobilehome Space within a Park in the City of National City.

F. "Mobilehome Resident" or "Resident" means a person who occupies a mobilehome in a mobilehome park in the City of National City as a primary residence by virtue of having a rental agreement. "Mobilehome Resident" or "Resident" is inclusive of a Mobilehome Owner.

G. "Percentage Change in CPI" means the percentage change in the CPI as defined above and computed as follows:

For Rent increases that take effect before August 1 of any calendar year, the following shall apply:

1. The percentage change shall be the percentage change in the CPI published for April of the immediately preceding calendar year and the CPI for April of the year before that.

2. If there is no CPI published in April, the percentage change shall be the percentage change in the CPI published for March of the immediately preceding calendar year and the CPI for March of the year before that.

For Rent increases that take effect on or after August 1 of any calendar year, the following shall apply:

1. The percentage change shall be the percentage change in the CPI published for April of that calendar year and the CPI for April of the immediately preceding calendar year.

2. If there is no CPI published in April, the percentage change shall be the percentage change in the CPI published for March of that calendar year and the CPI for March of the immediately preceding calendar year. The percentage change shall be rounded to the nearest one-tenth of one percent.

H. "Rent" means the consideration, including any bonus, benefit or gratuity, demanded or received in connection with the use and occupancy of a Mobilehome or Mobilehome Space in a Park, including services, or in connection with the transfer of a lease for a Mobilehome Space or the subleasing of a Mobilehome Space. "Rent" shall not include amounts paid by Residents for such separately metered utilities or services, as provided in California Civil Code Section 798.41, or any separate charge for those fees, assessments or costs which may be charged to a Mobilehome Residents pursuant to the California Civil Code.

2. TERM

The term of this MOU ("Term") shall commence on the Effective Date and continue for a period of ten (10) years.

This MOU shall automatically terminate prior to the end of its Term with respect to any Park that is closed in accordance with federal, State, or local law, including but not limited to the National City Municipal Code. Upon request of the Owner or a successor in interest to the Owner of a Park that is scheduled to close in accordance with law, the City and the Owner shall execute and deliver within a reasonable period of time such documents or other instruments as may be necessary to evidence the termination of this MOU with respect to the Park as of the date it closes pursuant to Mobilehome Residency Law, Cal. Civil. Code section 798.1 *et seq*.

Nothing in this MOU shall preclude any Owner from applying for a "Vega adjustment," which allows park owners to start rent calculations with a base date rent similar to other comparable properties and/or a rent increase based on fair return on investment, following the termination of this MOU and/or the enactment of any rent stabilization law that supersedes this MOU or is otherwise applicable to its Park.

3. APPLICABILITY AND EXEMPTIONS

A. The provisions of this MOU shall apply to all Mobilehome Parks and all Mobilehome Spaces owned by Owner within the City, except as provided in subparagraph B.

B. This Agreement shall not apply to:
    1) Any leases for a term exceeding one year; and, including
    2) Leases of more than a year existing at the Effective Date; and any
    3) New leases for a term exceeding one year, which are entered into after the Effective Date.
    4) Mobilehomes owned by Park;
    5) Recreational vehicles in a mobilehome space;
    6) Mobilehomes spaces exempt from local or statewide rent control pursuant to state law, including but not limited to, Civil Code §§ 798.7, 798.21, 798.45, and Govt. Code § 66427.5.

C. This MOU shall not be effective for any purpose until it is recorded in the Official Records of the San Diego County.

D. This MOU only imposes obligations on the Owner with respect to the Park. Nothing in this MOU shall be deemed to impose any obligation upon the Owner with respect to any other Mobilehome Park.

4. ANNUAL PERMISSIVE RENT INCREASES AND NOTICES OF CPI

A. Owner shall not over the course of any twelve-month period, increase the gross Rent for any Mobilehome Space more than three percent (3%) plus the Percentage Change in CPI, up to a maximum of five percent (5%), from the lowest Rent charged for the Mobilehome Space at any time during the twelve months prior to the effective date of the increase.

B. If the same Mobilehome Owner or Mobilehome Resident maintains a tenancy in any Mobilehome Space over any twelve-month period, the Rent for the Mobilehome Space shall not be increased more than once during that twelve-month period.

C. For a new tenancy for a Mobilehome Space in which no Mobilehome Owner or Mobilehome Resident from the prior tenancy for such Mobilehome Space remains in lawful possession of the mobile home space, Owner may establish the initial Rent not subject to subsection "A" of this section. Subsection "A" shall be applicable to subsequent increases after that initial Rent has been established.

D. Owner shall provide notice of any increase in the rental rate, pursuant to subsection "A," to each Mobilehome Owner and Mobilehome Resident in accordance with Civil Code Section 798.30.

5. PASS THROUGH ADJUSTMENTS

In addition to the Rent increases authorized in Section 4, the Owner may pass through to the Mobilehome Owners and Mobilehome Residents the following costs ("Pass Throughs").

a. Government Fees and Assessments. If the cost of government fees and assessments exceeds the cost for any such government fees and assessments from the prior fiscal

tax year by more than the annual CPI increase, the Owner may pass through to the Mobilehome Owners and Mobilehome Residents, the amount by which such government fees and assessments exceed the annual CPI increase. The Owner may increase the Rent for any Mobilehome Space by an amount equal to the government fees and assessments Pass Through divided by twelve (12) and then divided by the total number of spaces in the Park.

b. Capital Improvements. "Capital Improvement" means any improvement, other than one made for purposes of maintenance and repair begun and completed after the Effective Date, which primarily benefits the Residents, and which is permitted to be amortized over the useful life of the improvement under the U.S. Internal Revenue Code or under generally accepted accounting principles.

   The Owner may pass through to the Mobilehome Owners and Mobilehome Residents the amortized cost of any Capital Improvement. The amount of any Capital Improvement Pass Through shall be determined by amortizing the actual cost of the Capital Improvement plus interest at the actual rate of interest paid by the Owner for any financing associated with the Capital Improvement over the applicable amortization schedule of the U.S. Internal Revenue Code. The annual amortized amount determined in accordance with this subsection shall be divided by twelve (12) and then divided equally among all spaces in the Park. Any Capital Improvement Pass Through shall be eliminated as a Rent obligation at the conclusion of the amortization period.

c. Capital Replacements. "Capital Replacement" means replacement of a previous capital improvement which is completed after the Effective Date, which qualifies under the U.S. Internal Revenue Code and applicable regulations, as a capital improvement and does not constitute maintenance and repair. Capital Replacements shall not include replacements of the gas or electric systems serving the Park but shall include replacements to the water and sewer systems.

   The Owner may pass through to the Mobilehome Owners and Mobilehome Residents the amortized cost of any Capital Replacement. The amount of any Capital Replacement Pass Through, including a Capital Replacement necessitated by an emergency, shall be determined by subtracting from the actual cost of the Capital Replacement any insurance proceeds, rebates, tax credits or warranty payments received by the Owner defraying the costs of the Capital Replacement and amortizing the remaining cost of the Capital Replacement plus interest at either the actual rate of interest paid by the Owner for any financing associated with the Capital Replacement or the Prime Rate plus two percent (2%) over the applicable amortization schedule of the U.S. Internal Revenue Code. The annual amortized amount determined in accordance with this subsection shall be divided by twelve (12) and then divided equally among all spaces in the Park. Any Capital Replacement Pass Through shall be eliminated as a Rent obligation at the conclusion of the amortization period.

d. Property Tax Increases. The Owner may pass through to the Mobilehome Owners and Mobilehome Residents the amount by which property taxes increase in any given fiscal tax year by more than two percent (2%) over and above the prior fiscal tax year's property taxes, subject to the following.

(1) A property tax Pass Through may be imposed in the amount of any property tax increase that exceeds two percent (2%) in a given fiscal tax year that is caused by an involuntary Property Tax reassessment including but not limited to a death of a person holding an ownership interest in the Park or as the result of any new general or special real estate property tax imposed by the City of National City, the County of San Diego or the State of California.

(2) If the Park is sold to a third party pursuant to an arms-length transaction, the Owner may pass through to the Mobilehome Owners and Mobilehome Residents the increase in property taxes resulting from a reassessment of the Park upon such sale to the extent that such increase exceeds two percent (2%) in a given fiscal tax year, provided, however, the total amount of any property tax Pass Through resulting from a sale shall be phased in over five (5) years with equal increases each year until the full amount of the property tax Pass Through has been implemented.

(3) Owner shall not be entitled to any property tax Pass Through due to an increase in property taxes which is triggered solely by or based upon a voluntary internal reorganization resulting in a "change of ownership" or a transfer of a joint venture or partnership interest among the current persons holding an ownership interest that triggers a reassessment of the Property or the Park.

(4) All property tax Pass Throughs shall be divided by twelve (12) and then shall be allocated equally among all spaces in the Park.

e. Emergency or Disaster Related Costs. Owner may pass through to the Mobilehome Owners and Mobilehome Residents the amortized costs to repair damage to the Park arising from any Disaster Related Event in excess of the initial fifty thousand dollars ($50,000) of such costs, provided such costs are amortized in accordance with the procedure for amortizing Capital Replacements under paragraph 5.c above and such costs are divided equally among all spaces in the Park. "Disaster Related Event" shall mean a sudden event resulting from earthquake, fire, flood, or other natural occurrence over which the Owner has no reasonable control, and which was not caused by the Owner's acts or negligence. Any Disaster Related Event costs passed through to the Mobilehome Owners and Mobilehome Residents shall be net of any insurance proceeds or disaster grants or assistance received by the Owner for such costs. Any Disaster Related Event Pass Through shall be eliminated as a Rent obligation at the conclusion of the amortization period. Owner shall not be entitled to pass through to the Mobilehome Owners and Mobilehome Residents any Disaster Related Event costs unless the Owner has continued to maintain throughout the term of this MOU the types and amounts of property insurance in

effect on the Effective Date, if those types and amounts of property insurance are commercially available throughout the term of this MOU. If those types and amounts of property insurance are not commercially available throughout the term of this MOU, Owner reserves the right, in its sole and absolute discretion, to purchase whatever property insurance it deems reasonable for the Park. Owner shall disclose Owner's property insurance coverage to any Mobilehome Owner or Mobilehome Resident so requesting, provided however, no Mobilehome Owner or Mobilehome Resident shall be entitled to such disclosure more than once in any twelve-month period.

f. Requirements Applicable to all Pass Throughs.

(1) No Pass Through shall be implemented unless Owner gives the Mobilehome Owners and Mobilehome Residents at least ninety (90) days written notice of the Pass Through including documents evidencing the costs being passed through to the Mobilehome Owners and Mobilehome Residents and the calculations that serve as the basis for the Pass Through, and unless Owner holds a "meet and confer" meeting with the Mobilehome Owners and Mobilehome Residents regarding the Pass Through.

(2) Pass Throughs shall be separately itemized in the monthly space rent bills.

(3) Pass Throughs shall be considered the same as rent for purposes of the Mobilehome Residency Law (MRL). However, Pass Throughs shall not be deemed part of Rent for purposes of calculating the annual permissive rent increase pursuant to Section 4 of this Agreement.

6. OWNER'S BUSINESS PRACTICES

Each Owner hereby covenants with the City that the Owner will act in good faith in all the Owner's dealings with the Mobilehome Owners and Mobilehome Residents in the Park under this MOU. No Owner shall declare a Mobilehome Space abandoned or seek to terminate a Mobilehome Space tenancy for purposes of obtaining a Rent increase or a Pass Through in contravention of this MOU.

Nothing herein shall preclude Owner from proceeding with abandonment and/or eviction proceedings to the full extent allowed by law, including, but not limited to the Mobilehome Residency Law.

7. ENFORCEMENT

The City may contract services for enforcing said MOU to an agency or agencies ("Enforcement Agency") that have demonstrated experience providing mobile home consulting services and technical assistance and are familiar with federal, state, and local regulations surrounding mobile home parks and tenant rights.

8. If any Owner fails to comply with the terms of this MOU, the Enforcement Agency or the City may initiate an action on behalf of the affected Mobilehome Owners and Mobilehome Residents to enforce the terms of this MOU.

9. FUTURE RENT CONTROL ORDINANCES

During the period in which this MOU is in effect, the City currently intends not to enact any ordinance or regulation with respect to the amount of Rent charged by any Owner for occupancy of any Mobilehome Spaces or any rent stabilization ordinance.

10. COVENANTS RUNNING WITH THE LAND

The obligations of the Owner contained within this MOU with respect to the Park are covenants running with the land to the benefit of the City and to each present and future Mobilehome Owner and Mobilehome Resident. During the term of this MOU each present and future Mobilehome Owner and Mobilehome Resident shall be an intended third-party beneficiary to this MOU. The parties intend that these covenants touch and concern the Park, and that they shall be binding upon the Owner and all successors, heirs, and assigns of the Owner with respect to the Park during the term of this MOU. This executed and notarized MOU shall be recorded in the Official Records of the San Diego County Recorder's Office with respect to that real property legally described in Exhibit B. The obligations under this MOU and the covenants contained in this MOU shall terminate and cease to exist simultaneously with the termination of this MOU, at which time Owner may take any action allowed by law to remove or otherwise extinguish those covenants. The City shall cooperate in good faith to assist Owner in removing or otherwise extinguishing said covenants, including executing any documents that may be required by the San Diego County Recorder's Office to effectuate such a removal and/or extinguishment.

11. RESOLUTION OF DISPUTES

a. Mediation. In the event any dispute arises between the Owner and City with respect to the enforcement of any provisions of this MOU, or between the Owner and any Mobilehome Owner or Mobilehome Resident (each of which is an intended third party beneficiary of this MOU) with respect to the interpretation or enforcement of any provisions of this MOU, the party claiming a violation of the MOU shall give written notice to the other party specifying the nature of the dispute, and if the party claiming a violation of the MOU is a Mobilehome Owner or Mobilehome Resident, the Mobilehome Owner or Mobilehome Resident shall give written notice to both the Owner and the City. If the issue raised in the written notice is not corrected within thirty (30) days of such notice, then the Owner and City agree that the parties will first try to resolve the dispute through mediation using a mutually acceptable third-party mediator or neutral hearing officer paid for equally by each party participating in the mediation. The parties shall attempt to resolve such dispute through mediation, as aforesaid, prior to filing any action or lawsuit or seeking judicial relief, unless doing so would cause any action or lawsuit to be barred by any applicable statute of limitations, in which case a protective action may be filed, without prejudice to the continuation of the mediation.

b. Resolution of Disputes Not a Waiver of Rights or Benefits. None of the rights, liabilities, or obligations of the Owner, City, Mobilehome Owner, Mobilehome Resident, or prospective Mobilehome Owner or Mobilehome Resident to one another shall be waived, suspended, or delayed pending the recommendations of a mediator, or other person designated to administer and make recommendations under any dispute resolution proceeding of this MOU. For example, the Mobilehome Owner or Mobilehome Resident shall continue to have the right to occupy their Mobilehome Space and remain obligated to pay the amount of any Rent due, including the amount in dispute, during any dispute resolution proceeding.

12. GENERAL PROVISIONS

a. Notices. All notices and other communications required or permitted under this MOU, unless otherwise expressly stated, shall be made in writing and shall be delivered to the party whom addressed by personal service or by deposit in any U.S. mail depositary, first class postage paid, and shall be deemed received: (1) if personally delivered, upon the date of actual receipt by the person to receive such notice, or (2) if mailed, two business days after the date of any proof of deposit in the United States mail. Notices to any Owner shall be given to the address for such Owner listed on Exhibit A. Notices to the City shall be given to the City of National City, 1243 National City Boulevard, National City, CA 91950, Attention: City Manager, with a copy of such notice sent to such address to the attention of the City Attorney. The address for delivery of notices may be changed by either party by giving notice of such change to the other party in accordance with this paragraph.

b. Complete Agreement. This MOU shall: (1) constitute the parties' entire agreement, (2) merge all prior discussions and negotiations between the parties, and (3) supersede and replace all prior agreements and understandings, whether oral or written, with respect to the subject matter hereof.

c. Amendments. This MOU may not be amended, altered, or modified except by a writing signed by the City and the Owners, unless the amendment, alteration or modification impacts less than all of the Owners, in which case only the impacted Owner or Owners and the City must sign.

d. Successors and Assigns. Except as provided in paragraph h below, this MOU shall be binding upon and inure to the benefit of the parties and their prospective successors and assigns.

e. Severability. If any portion of this MOU shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining portions of this MOU shall remain in effect and enforceable to the fullest extent permitted by law, if such enforcement would not frustrate the overall intent of the parties as such intent is manifested by all provisions of this MOU. If the MOU or any portion of this MOU is held by a court of competent jurisdiction to be invalid, void, contrary to public policy, ultra-vires, or otherwise unenforceable (collectively, "Impairment") the City shall not be liable to the any Owner, any Mobilehome Owner or Mobilehome Resident, or any other party in law, equity, or in an action for damages for such Impairment.

f. Extension Not a Waiver. The failure by any party or intended third party beneficiary to require strict performance of the obligations of another party to this MOU, or the failure to exercise or delay in the exercise of any power, remedy, or right provided in this MOU or otherwise available to any party or intended third party beneficiary, upon any failure of another party to perform the other party's obligations under this MOU, shall not be deemed a waiver and shall not impair or affect the right of such party or intended third party beneficiary to require strict performance and to exercise the power, remedy, or right on any other or subsequent occasion for the same or any other failure of the other party to perform its obligations under this MOU.

g. Applicable Law. This MOU shall be construed in accordance with, and governed by, the law of the State of California. Nothing herein shall preclude any party from challenging any law, on its face, or as applied, on the ground that it violates the state or federal constitution.

h. MOU Not Applicable to Resident-Owned Parks. In the event the Park to which this MOU applies becomes a "resident-owned" park, this MOU shall immediately and finally terminate with respect to the Park upon the Effective Date of the transfer of ownership. A "resident-owned" park shall mean a park in which fifty percent (50%) or more of the Spaces are owned by the Residents of the park, directly or indirectly, through any means of devices.

i. Exhibits. Exhibits A and B are attached hereto and are incorporated herein by this reference.

j. Execution in Multiple Counterparts. This MOU may be executed in multiple counterparts.

k. Enforcement of Rules and Regulations. Nothing in this MOU shall preclude Owner from enforcing the Park's rules and regulations that are not in conflict with this MOU.

Signatures on the following page

[SIGNATURE PAGE]

APPROVED AND EXECUTED to be effective as of the Effective Date.

CITY OF NATIONAL CITY

By: _____
[NAME], CITY MANAGER

APPROPED AS TO FORM:

By: _____
[NAME], CITY MANAGER

BONITA PARADISE, LLC

By: _____

_____
[NAME], TITLE

BONITA VISTA MHP

By: _____

_____
[NAME], TITLE

HAPPY HOLLOW MHP LP

By: _____

_____
[NAME], TITLE

KEYSTONE TP

By: _____

_____
[NAME], TITLE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2024, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2024, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LIST OF PARKS

KEYSTONE TRAILER PARK

HAPPY HOLLOW MOBILE HOME PARK

BONITA PARADISE

BONITA VISTA

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

ORDINANCE NO. 2022 – 2505

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING TITLE 9 OF THE NATIONAL CITY MUNICIPAL CODE BY ADDING CHAPTER 9.64 PERTAINING TO MOBILEHOME PARK RENT STABILIZATION

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. FINDINGS. The City Council of the City of National City hereby finds and declares as follows:

WHEREAS, The City Council finds that there is a severe housing crisis within the City of National City and on September 27, 2022, the County of San Diego voted to unanimously to declare a public health crisis for homelessness throughout the County of San Diego; and

WHEREAS, the housing crisis has been exacerbated by the COVID-19 outbreak and further substantial and long term economic impacts caused by COVID-19 and the County public health crisis on homelessness are anticipated, leaving tenants vulnerable to eviction and rent increases; and

WHEREAS, a tenant's sudden and immediate displacement caused by an eviction or unsustainable rent increase can have a profound impact in the financial, emotional, physical health, and professional stability of a tenant's life, which impacts are compounded by the ongoing COVID-19 emergency and County public health crisis on homelessness; and

WHEREAS, the City Council finds that there is presently, within the City of National City, a shortage of rental spaces for the location of mobilehomes, and an inadequate number of mobilehome rental spaces to meet the total demand in this City for those spaces; and

WHEREAS, the City Council further finds that the unique nature of the ownership of a mobilehome within a mobilehome park makes mobilehome owners particularly vulnerable to the threat of loss of their investment in their mobilehome. Due to the high cost of moving mobilehomes; the potential for damage resulting from moving mobilehomes; the requirements for installing a mobilehome, including permits, landscaping and site preparation; the lack of alternative mobilehome spaces for mobilehome owners; and the substantial investment mobilehome owners make in their coaches, mobilehome owners lack the ability to move their mobilehomes without a substantial loss in their investment. This lack of mobility, coupled with a shortage of rental spaces, provides park owners with the ability to establish excessive and unconscionable rents which, if unregulated, would result in the impairment of a mobilehome owner's investment in their home; and

WHEREAS, the City Council further finds that the limited supply of mobilehome rental spaces available in this City would, in the absence of space rent regulation, allow for an unconscionable loss of the resale value of mobilehomes by existing mobilehome park residents; and

WHEREAS, The City Council further finds that mobilehomes comprise a significant form of housing available within the City of National City and can be a more affordable housing choice than single-family homes. The City Council finds that the supply of both mobilehome spaces and mobilehomes available for rent is not adequate to meet the demand, and that as a result, the limited supply of such spaces and mobilehomes contributes to escalating rents in a manner that would, in the absence of regulation, result in the elimination of mobilehomes as a more affordable housing choice; and

WHEREAS, the City Council further finds that many of National City's mobile home owners are seniors, veterans, and families seeking an affordable community environment in which to live; and

WHEREAS, the City has been informed that, in at least one case, a mobilehome landlord has given notices of rent increases of 14% or more. These proposed rent increases would affect at least – units which are occupied by and thus disproportionately impact older Americans, persons with disabilities and low income families.

NOW THEREFORE, it is the intent of the City Council in enacting this ordinance to protect mobilehome owners and mobile home park residents in mobilehome parks from excessive and unconscionable rent increases during the COVID-19 health crisis and the resulting economic uncertainties.

SECTION 2. Title 9 of the National City Municipal Code is hereby amended by adding Chapter 9.64 to read as follows:

Chapter 9.64

MOBILEHOME PARK RENT STABILIZATION ORDINANCE

9.64.010 Purpose

9.64.020 Definitions

9.64.030 General Applicability and Exemptions

9.64.040 Effective Date

9.64.050 Annual Permissive Rent Increases and Notices of CPI

9.64.060 Mobilehome Residents Right of Refusal

9.64.070 Retaliatory Eviction

9.64.080 Civil Remedies

9.64.090 Criminal Remedies

9.64.100 Severability

9.64.110 Sunset Provision

9.64.010 Purpose.

A. The City Council intends by this chapter to protect mobilehome owners and mobile home park residents in mobilehome parks from excessive and unconscionable rent increases.

B. The City Council intends by this chapter:

1. To prevent existing mobilehome owners, who are rendered largely incapable of moving their mobilehomes without suffering a substantial loss in their value, from loss of their investment and the resale value of their mobilehomes due to the fact that a new mobilehome resident is being charged excessive rents;

2. To protect and promote the availability of mobilehomes as a more affordable housing choice; and

3. To avoid immediate displacement caused by an eviction or unsustainable rent increases during the COVID-19 health crisis.

9.64.020 Definitions.

Words used in this chapter shall have the meaning described to them in this section:

A. "Mobilehome" is a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the California Vehicle Code. As used in this chapter, "mobilehome" has the same meaning as California Civil Code Section 798.3.

B. "Manufactured home" is a unit built post June 15, 1976, that meets U.S. Department of Housing and Urban Development (HUD) specifications. The term "manufactured home" for the purpose of this chapter only shall be synonymous with the term "mobilehome."

C. "Mobilehome space" means a portion of a mobilehome park designated or used for the occupancy of one mobilehome.

D. "Mobilehome park" or "park" is an area of land where two or more mobilehomes or mobilehome spaces are rented, or held out for rent, to accommodate mobilehomes used for human habitation.

E. "Mobilehome park owner" or "owner" means and includes the owner, lessor, operator, or manager of a mobilehome park.

F. "Mobilehome owner" means a person who owns a mobilehome which is legally located in a mobilehome space within a mobilehome park in the City of National City.

G. "Mobilehome resident" or "resident" means a person who occupies a mobilehome in a mobilehome park in the City of National City as a primary residence by virtue of having a rental agreement. "Mobilehome resident" or "resident" is inclusive of a mobilehome owner.

H. "Rent" means the consideration, including any bonus, benefit or gratuity, demanded or received in connection with the use and occupancy of a mobilehome or mobilehome space in a mobilehome park, including services, or in connection with the transfer of a lease for a mobilehome space or the subleasing of a mobilehome space. "Rent" shall not include amounts paid by residents for such separately metered utilities or services, as provided in California Civil Code Section 798.41, or any separate charge for those fees, assessments or costs which may be charged to mobilehome residents pursuant to the California Civil Code.

I. "Consumer Price Index" or "CPI" means the All Urban Consumers/All Items component of the San Diego Metropolitan Area U (broader base) Consumer Price Index prepared by the Bureau of Labor Statistics. If the United States Bureau of Labor Statistics does not publish the San Diego Metropolitan Area U (broader base) Consumer Price Index or there is no alternative CPI All Urban Consumers/All Items index published by the Bureau of Labor Statistics that applies to National City, CPI will be be defined as the California Consumer Price Index for All Urban Consumers for All Items as published by the California Department of Industrial Relations.

J. "Percentage Change in CPI" means the percentage change in the CPI as defined above and computed as follows:

For rent increases that take effect before August 1 of any calendar year, the following shall apply:

(1) The percentage change shall be the percentage change in the amount published for April of the immediately preceding calendar year and April of the year before that.
(2) If there is not an amount published in April for the applicable geographic area, the percentage change shall be the percentage change in the amount published for March of the immediately preceding calendar year and March of the year before that.

For rent increases that take effect on or after August 1 of any calendar year, the following shall apply:

(1) The percentage change shall be the percentage change in the amount published for April of that calendar year and April of the immediately preceding calendar year.
(2) If there is not an amount published in April for the applicable geographic area, the percentage change shall be the percentage change in the amount published for March of that calendar year and March of the immediately preceding calendar year

The percentage change shall be rounded to the nearest one-tenth of 1 percent.

9.64.030 General applicability and exemptions.

This chapter shall apply to all mobilehome parks, mobilehome park owners, mobilehome residents and mobilehomes in mobilehome parks within the City of National City, unless otherwise exempted by state law or the provisions of this chapter.

This chapter shall not apply to leases for a term exceeding one year which are exempted by California Civil Code Section 798.17, so long as such leases contain all the required provisions for exemption, including a statement in the first sentence of the first paragraph, in at least 12 point type or capital letters, giving notice to the mobilehome resident that, by entering into the lease, the rent control provisions of this ordinance will be automatically superseded by the lease provisions regarding rent and rent increases.

9.64.040 Effective Date.

The effective date of this ordinance is January 1, 2023 and any rent increases occurring on or after the effective date shall be in conformance with this ordinance.

9.64.050 Annual Permissive Rent Increases and Notices of CPI.

A. Subject to subdivision (B), of this section management shall not over the course of any 12 month period, increase the gross rental rate for a tenancy in a mobile home park more than 3 percent plus the percentage change in the Consumer Price Index, or 5 percent, whichever is lower, of the lowest gross rental rate charged for tenancy at any time during the 12 months prior to the effective date of the increase.

B. If the same homeowner maintains a tenancy over any 12 month period, the gross rental rate for the tenancy shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this chapter governing gross rental rate increase.

C. For a new tenancy in which no homeowner from the prior tenancy remains in lawful possession of the mobile home space, management may establish the initial rental rate not subject to subdivision (A). Subdivision (A) shall be applicable to subsequent increases after that initial rental rate has been established.

D. Management shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each homeowner in accordance with Civil Code Section 798.30.

9.64.060 Mobilehome residents right of refusal.

A mobilehome resident may refuse to pay any increase in rent which is in violation of the chapter. Such refusal to pay shall be a defense in any action brought to recover possession of a mobile home space or to collect a rent increase.

9.64.070 Retaliatory eviction

In any action brought to recover possession of a mobile home or mobile home space, the court shall consider as grounds for denial any violation of this chapter. Further the determination that the action was brought in retaliation for the exercise of any rights conferred by this chapter shall be grounds for denial.

9.64.080 Civil remedies.

A. Civil Action. Any person who demands, accepts, receives or retains any payment of rent in excess of the maximum rent allowable by this chapter shall be liable in a civil action, including unlawful detainer, to the person upon whom the demand was made or from whom the rent was accepted in an amount of up to triple the amount of such improperly collected rent, and for such reasonable attorney's fees and costs as may be determined by the court.

9.64.090 Criminal remedies

Any person committing a violation of this chapter shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provision of this chapter shall be punished by a fine of not more than $1,000 or by imprisonment in the county jail for a period of six months in jail or by both such fine or imprisonment. The following nonexclusive acts, without limitation due to enumeration, shall constitute a criminal violation of this chapter, including the owner of a park if done by the owner's agent with the knowledge and consent of the owner:

A. Knowingly demanding, accepting or retaining any rent in excess of the amount fixed by this chapter.

B. Knowingly commencing, or threatening to commence, or maintain an eviction or unlawful detainer proceeding against a resident to for the failure to pay a rent in excess of the amount fixed pursuant to this chapter.

9.64.100 Severability.

It is the intent of the City Council of the City of National City to supplement applicable state and federal law and not to duplicate or contradict such law, and this Ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of National City hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

9.64.110 Sunset Provision.

This Chapter shall remain in effect for only two years after its effective date and as of December 31, 2024 is repealed.

SECTION 3. Environmental Determination.

The City Council finds that the adoption and implementation of this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment, because this ordinance preserves the status quo and the ability of tenants/mobilehome owners to occupy their rental spaces.

SECTION 4. This Ordinance shall take effect and be enforced thirty (30) days following its adoption by the City Council.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City,

PASSED and ADOPTED this 6th day of December, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

for Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, Interim City Attorney

Passed and adopted by the Council of the City of National City, California, on December 6, 2022 by the following vote, to-wit:

Ayes: Sotelo-Solis, Morrison, Rios, Rodriguez

Nays: None.

Absent: Bush

Abstain: None.

AUTHENTICATED BY: Alejandra Sotelo-Solis
Mayor of the City of National City, California

CITY OF NATIONAL CITY • STATE OF CALIFORNIA •

Luz Molina
City Clerk of the City of National City, California

By: for _____
Deputy City Clerk

I HEREBY CERTIFY that the foregoing Ordinance was not finally adopted until seven calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on November 15, 2022 and on December 6, 2022.

I FURTHER CERTIFY THAT said Ordinance was read in full prior to its final passage or that the reading of said Ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said Ordinance.

I FURTHER CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. 2022-2505 of the City Council of the City of National City, passed and adopted by the Council of said City on December 6, 2022.

for _____
City Clerk of the City of National City, California

By: for _____
Deputy City Clerk

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MOBILEHOME PARK MEMORANDUM OF UNDERSTANDING AND AGREEMENT AFFECTING REAL PROPERTY BY AND AMONG THE CITY OF NATIONAL CITY AND BONITA PARADISE, LLC, BONITA VISTA MHP, HAPPY HALLOW MHP LP, AND KEYSTONE TP FOR A TERM OF TEN YEARS, EFFECTIVE JANUARY 1, 2025.

WHEREAS, on December 6, 2022, the City Council of the City of National City ("City") adopted an Ordinance ("Ordinance") amending Title 9 of the National City Municipal Code by adding Chapter 9.64 which protects mobilehome owners and mobilehome residents (collectively "Tenants") from excessive rent increases; and

WHEREAS, there are four mobilehome parks within the City limits, which include Bonita Paradise, LLC, Bonita Vista MHP, Happy Hallow MHP LP, and Keystone TP (collectively "Parks" or "Owners"); and

WHEREAS, Chapter 9.64.110 of the Municipal Code has a sunset provision of December 31, 2024; and

WHEREAS, because the sunsetting of the Ordinance could leave tenants vulnerable to unregulated rent increases, City staff searched for a longer-term solution that would extend the benefits of the current Ordinance to Tenants while avoiding costly litigation from Owners by not allowing them to receive a reasonable return on rent; and

WHEREAS, City staff has met with the Owners to discuss and consider alternatives and worked to develop and negotiate the final terms of a Mobilehome Park Memorandum of Understanding and Agreement Affecting Real Property ("MOU"); and

WHEREAS, the MOU is intended to: (1) operate as an alternative to a rent stabilization ordinance; (2) avoid excessive rent increases for the spaces in the Parks; and (3) provide the Owners with the opportunity to receive a reasonable return on their investment in the parks; and

WHEREAS, during the period in which this MOU is in effect, the City intends not to enforce or impose the provisions of any City ordinance or regulation with respect to the amount of rent charged by the Owner for occupancy of any mobilehome spaces or any City-adopted rent stabilization ordinance within the Parks; and

WHEREAS, in the event the Parks become subject to a rent stabilization law or ordinance at some point after the effective date of this MOU, nothing in this MOU shall prevent the Owner from applying for any rent increase the Owner may be entitled to, including a Vega adjustment and/or a fair return adjustment; and

WHEREAS, the City and Owners intend that this MOU will govern the Parks, the rights of the Owners, and Tenants in those Parks (who are third party beneficiaries) during the term and provide protections and benefits to the Owners and Tenants; and

WHEREAS, the Owners and the City acknowledge that the parties may discuss potential amendments to this MOU at any time during the term of this MOU, provided such amendments will be subject to approval by the City Council and the applicable Owner.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the City Manager to execute a Mobilehome Park Memorandum of Understanding and Agreement Affecting Real Property by and among the City of National City and Bonita Paradise, LLC, Bonita Vista MHP, Happy Hallow MHP LP, and Keystone TP for a term of ten years, effective January 1, 2025. The memorandum of understanding is attached to the Agenda Report as Exhibit A.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of September, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney