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

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

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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

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, October 1, 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 - Fire Prevention Week 5

   6.2 Introduction of New City Employees 6

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. 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.

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

8.2 Approval of City Council Meeting Minutes. 7

Recommendation:
Approve and File.

8.3 Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 6, grant appropriation for Construction (CON) phase. 25

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute Program Supplement Agreement No. A670 with the State of California Department of Transportation for the Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 6; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $2,072,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $310,800.”

8.4 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for a New Charter School (Integrity Charter School) to be located at 229-241 National City Blvd. 37

Recommendation:
Staff Recommends Approval of the New Charter School, Subject to the Recommended Conditions in the Attached Planning Commission Resolution and a Determination that the Project is Exempt from the California Environmental Quality Act (CEQA). An Educational Institution is a Conditionally Allowed Use in Development Zone 2 of the Downtown Specific Plan Area and would be a Resource for the Local Community.

8.5 Project Close-Out and Notice of Completion for the Civic Center ADA Accessibility Project, CIP No. 19-45. 132

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Blue Pacific Engineering and Construction for the Civic Center ADA Accessibility Project, CIP No. 19-45; 2) Ratifying Change Order Work in the Amount of $2,145.10; 3) Approving the Final Contract Amount of $214,419.00; 4) Ratifying the Release of Retention in the Amount of $10,720.95; and 5) Authorizing the Mayor to Sign the Notice of Completion.”

8.6 Project Close-Out and Notice of Completion for the Kimball Park Dog Park and Tot Lot and Las Palmas Park Dog Park Project, CIP 23-06. 141

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by HSCC Inc. for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park Project, CIP No. 23-06; 2) Approving the Final Contract Amount of $1,036,359.28; 3) Ratifying the Release of Retention in the Amount of $51,817.96; and 4) Authorizing the Mayor to Sign the Notice of Completion.”

8.7 Approval of Expenditures for Councilmember Jose Rodriguez related to Attendance at the California Department of Education Housing Summit in Sacramento on August 14, 2024. 153

Recommendation:
Staff Recommends Approval of Expenditures for Councilmember Jose Rodriguez related to attendance at the California Department of Housing Summit in Sacramento on August 14, 2024.

8.8 Warrant Register #7 for the period of 8/9/24 through 8/15/24 in the amount of $2,564,874.14 162

Recommendation:
Ratify Warrants Totaling $ 2,564,874.14

8.9 Warrant Register #8 for the period of 8/9/24 through 8/15/24 in the amount of $4,828,614.60 174

Recommendation:
Ratify Warrants Totaling $4,828,615.60

9. STAFF REPORTS

9.1 Development and Disposition Agreement with Tower 999, LLC, for a Mixed-Use Housing Project Including City-Owned Real Property Located at 921, 925, and 929 National City Blvd. 183

Recommendation:
Adopt the Resolutions Entitled:

1. “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Disposition and Development Agreement with Tower 999, LLC, a Nevada Limited Liability Company, for the Disposition of City-Owned Real Property Located at 921, 925, and 929 National City Boulevard for the Development of a Seven-Story, Mixed-Use Building with Approximately 9,294 Square Feet of Retail/Commercial Space and 127 Rental Housing Units.”
2. “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute the Compensation

Agreement by and among the City of National City, the County of San Diego, the National School District, the Sweetwater Union High School District, Southwestern College, San Diego County Office of Education, and the San Diego County Water Authority Pertaining to the Sale of Real Property Located at 921, 925, and 929 National City Boulevard in National City."

9.2 Amending City Council Policy No. 301 – Legislative and Judicial Platform for 2025 243

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending City Council Policy No. 301 – Legislative and Judicial Platform"

9.3 Municipal Services Agreement Whitepaper – Port of San Diego 255

Recommendation:
Approve for Distribution the City's Municipal Services Whitepaper to the Port of San Diego and Other Interested Parties, and Direct the City Manager to Secure Full Reimbursement Funding from the Port for Providing Municipal Services. The Full Cost Burden to the City from Providing Port Related Fire, Police, Community Development, and Engineering Services is $8,848,107.00. The City Currently Receives from the Port a Base Rate of Approximately $1.3 Million.

10. CITY MANAGER'S REPORT

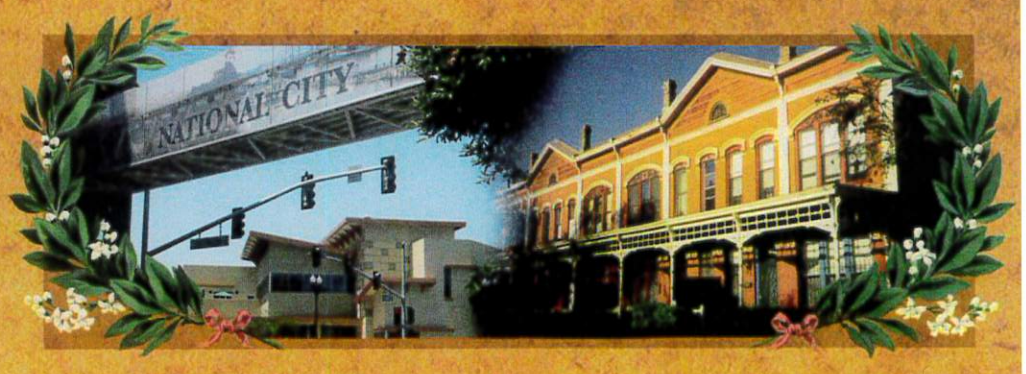
11. ELECTED OFFICIALS REPORT

12. CITY ATTORNEY REPORT

13. ADJOURNMENT

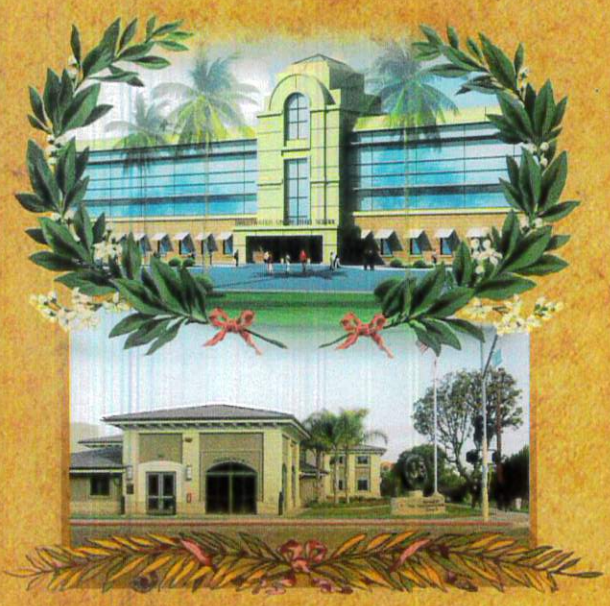
Regular Meeting of the City Council of the City of National City - Tuesday, October 15, 2024 - 6:00 p.m. - Council Chambers - National City, California.

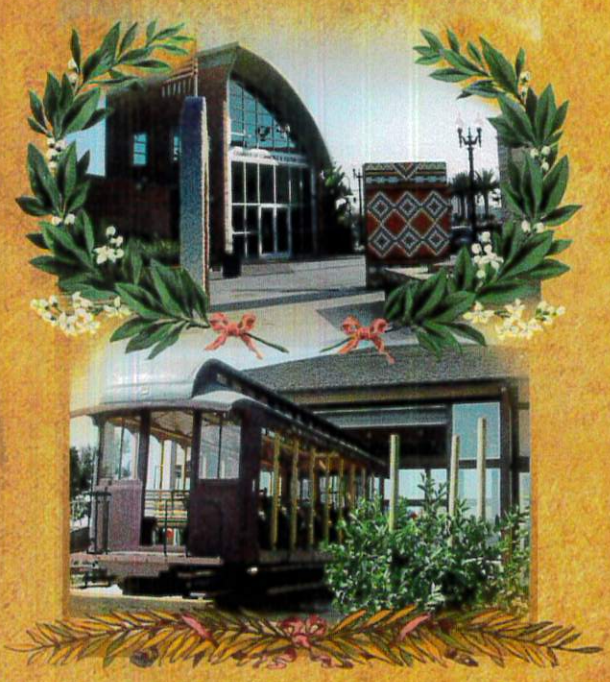


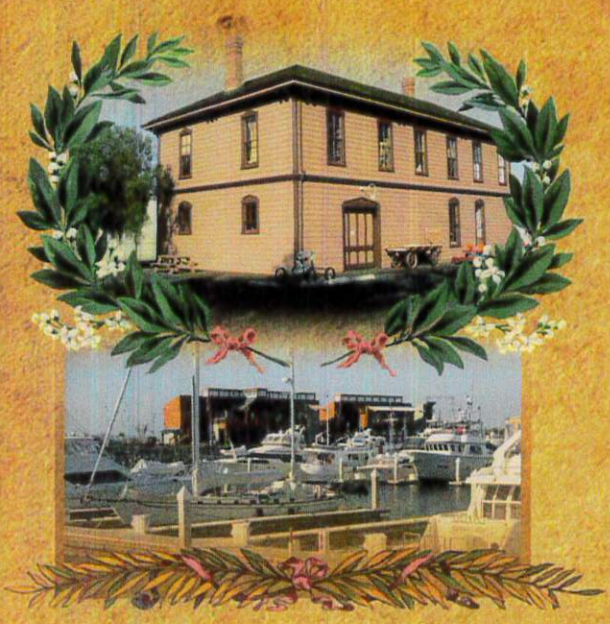


Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED







WHEREAS, the City of National City is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire. Home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms working smoke alarms cut the risk of dying in reported home fires almost in half. Smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, National City residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home. National City residents should make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, National City residents should test smoke alarms at least once a month. Residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, National City's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education. National City's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

NOW THEREFORE I, Ron Morrison, Mayor of the City of National City, urge all the people of National City to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of National City's fire and emergency services.; and

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 the week of October 1, 2024 as

Fire Prevention Week

Ron Morrison
Mayor

Ditas Yamane
Vice Mayor

Marcus Bush
Councilmember

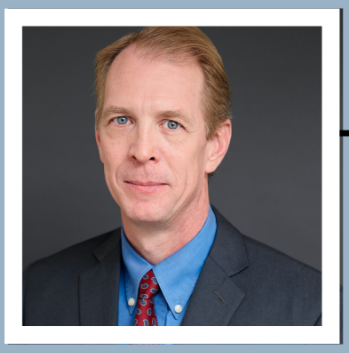
Luz Molina
Councilmember

Jose Rodriguez
Councilmember

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

September 2024

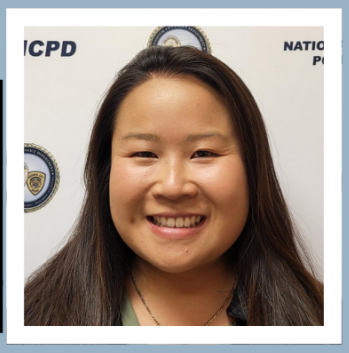
NEW HIRES



FINANCE

Bruce Foltz

Finance Director



POLICE DEPARTMENT

Hanh Huynh

Police Records Clerk

HUMAN RESOURCES

Michael Alvarado

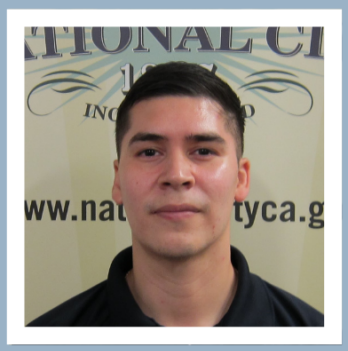
Human Resources Technician





Hailey Luscher

Human Resources Analyst II



NEIGHBORHOOD SERVICES

Roberto Soto Inzunza

Code Conformance Officer I



HOUSING AUTHORITY

Aymee Acosta

Housing Assistant

PROMOTIONS

COMMUNITY DEVELOPMENT

Martin Reeder

Assistant Director of Community Development





POLICE DEPARTMENT

Krystal Alvarado

Police Officer

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, October 1, 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 17, 2024
Regular City Council Meeting of September 17, 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 17, 2024 – Meeting Minutes
Exhibit B - Regular City Council Meeting of September 17, 2024 – Meeting Minutes

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

September 17, 2024, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Bush** **Councilmember Molina** **Councilmember Rodriguez** **Vice-Mayor Yamane** **Mayor Morrison**
Others Present:	**Benjamin A. Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk** **Phil Davis, Interim Finance Director** **Lydia Hernandez, Director of Human Resources** **Paul Valadez, Budget Manager** **Brian Hadley, Deputy City Manager**

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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.

2. **ROLL CALL**
   Councilmembers present: Bush, Molina, Rodriguez, Yamane, Morrison

3. **PLEDGE OF ALLEGIANCE TO THE FLAG**
   Vice-Mayor Yamane led the Pledge of Allegiance.

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

   One public comment was received from Laura Wilkinson Sinton.

5. CLOSED SESSION

Members retired into Closed Session at 4:10 p.m. and returned at 5:48 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Morrison, Molina, Martinez, and Schultz. Outside Counsel Rod Coppedge, Dietz, Gilmore & Chazen entered Closed Session at 4:25 p.m. for Item 5.3.

Announcement of actions taken in Closed Session shall be made at the Regular City Council Meeting following this meeting at 6:00 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 LABOR NEGOTIATORS
Government Code Section 54957.6
Employee Organizations:
Municipal Employees' Association (SEIU, Local 221),
National Firefighters Association (Local 2744), and
Police Officers Association (POA)
Agency Designated Representatives:
Steven Berliner (Labor Negotiator)
Benjamin A. Martinez (City Manager)
Brian Hadley (Deputy City Manager)
Phil Davis (Interim Finance Director)
Paul Valadez (Budget Manager- Finance)
Lydia Hernandez (Human Resources Director)

5.4 LIABILITY CLAIM
Government Code Section 54954.5
WORKERS COMPENSATION CLAIM NOS. AND ADJ
16-128827 - ADJ11600013
21-153370 - ADJ14353536
21-154765 - ADJ14358148
Claimant: Charles Palumbo v. City of National City

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, of Tuesday, September 17, 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 5:48 p.m.

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Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of October 1, 2024.

_____

Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

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

Present:	**Councilmember Bush**
	Councilmember Molina
	Councilmember Rodriguez
	Vice-Mayor Yamane
	Mayor Morrison
Others Present:	**Benjamin A. Martinez, City Manager**
	Barry J. Schultz, City Attorney
	Shelley Chapel, City Clerk
	Carlos Aguirre, Director of Community Development
	Derek Aydelotte, Captain
	Phil Davis, Interim Finance Director
	Brian Hadley, Deputy City Manager
	Lydia Hernandez, Director of Human Resources
	Robert Hernandez, Fire Department Division Chief
	Steve Manganiello, Director of Public Works/City Engineer

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:05 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush, Molina, Rodriguez, Yamane, Morrison

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Molina led the Pledge of Allegiance.

4. INVOCATION

Delivered by Pastor Benny Madrid, Word of Life Worship Center of National City.

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.

Four (4) speakers provided virtual comments and four (4) people provided in-person comments:

Virtual Comment:
Becky Rapp
Terri Ann Skelly
Megan Stuart
Barbara Gordon

In-person Comment:
Ted Godshalk
Larry Emerson
Ed Nieto
Geoffrey Schrock

6. PROCLAMATIONS AND RECOGNITION

6.1 Proclamation - Constitution Week

Mayor Morrison introduced the Proclamation.

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

Councilmember Rodriguez reported on the SANDAG Joint Mobility Working Group and provided information about SANDAG's Zero Emission Vehicle Incentive Program.

Councilmember Bush provided an update on the San Diego County Air Pollution Control Board and the discussion of the Tijuana River Valley sewer crisis.

Councilmember Molina reported on the SANDAG Board of Directors Meeting and discussion of the Tijuana River Valley sewer crisis and the results of two recent performance audits.

Vice-Mayor Yamane reported on the Sweetwater Authority's Low Income Customer Assistance Program to assist low-income residents with their water bill.

Mayor Morrison had no report.

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

Mayor Morrison introduced City Clerk Chapel who provided direction on the interview process.

Civil Service Commission applicant Gilmore Elayda was not present to be interviewed.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina to appoint Gilmore Elayda to the Civil Service Commission for a term ending September 30, 2029.

Motion carried by unanimous vote.

Clerk Chapel reported that Planning Commission applicant, Sonya Flores had withdrawn her application.

Recommendation: City Council to Conduct Interviews and Appoint.

Interviews were conducted for the following Planning Commission applicants:

Ricardo Sanchez (incumbent)
Wellington Clave

Planning Commission Applicant Amelito Gozum was not present to be interviewed.

City Council ballot votes were as follows for the Planning Commission seat:
Councilmember Bush – Richardo Sanchez
Councilmember Molina – Richardo Sanchez
Councilmember Rodriguez – Wellington Clave
Vice-Mayor Yamane – Richardo Sanchez
Mayor Morrison – Richardo Sanchez

Incumbent Ricardo Sanchez received the majority of the votes and was appointed to the Planning Commission for a term ending September 30, 2028.

ACTION: Motion by Councilmember Molina, seconded by Councilmember Bush to appoint Wellington Clave to the Civil Service Commission for a term ending September 30, 2029.

Motion approved by unanimous vote.

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.

Recommendation: Mayoral Appointment with City Councilmembers' Confirmation.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to appoint Elizabeth Huato-Maldonado, Nidya Rivera-Moreno, and Jissan Ravanilla to the Board of Library Trustees for terms ending September 30, 2027.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Molina to appoint Daniel Perez to the Parks, Recreation & Senior Citizens Advisory Committee for a term ending September 30, 2027, Jesus Hizon for a term ending March 31, 2026, and LaTonya Harris Croom for a term ending September 30, 2026.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Yamane to appoint Erick Carbajl, Carmela Hinton, and Charles Reilly to the Public Art Committee for terms ending September 30, 2027.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Yamane to appoint Yvonne Howrey-Colmenero to the Traffic Safety Committee for a term ending September 30, 2027.

Motion carried by unanimous vote.

9. CONSENT CALENDAR

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to approve Consent Calendar Items with the exception of Items 9.5 and 9.12 pulled by Vice-Mayor Yamane, 9.6 pulled by Councilmember Molina and items 9.13 and 9.18 pulled by members of the public.

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.

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

Adopted Resolution No. 2024-98.

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."

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-99.

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."

Motion carried by unanimous vote.

Item pulled for discussion.

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

Community Development Director Carlos Aguirre provided a brief report.

Recommendation: Initiate the Code Amendment.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to Initiate the Code Amendment.

Motion carried by unanimous vote.

Item pulled for discussion.

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

Adopted Resolution No. 2024-100.

At the request of Councilmember Molina, City Attorney Schultz addressed public comment received on the item and provided the following statement. “The settlement agreement is not an admission of liability; this is solely a compromise to avoid the continuing expenses related to the litigation. The Officers involved were actually cleared of any wrong doing by a District Attorney investigation. We have continued faith in our Police Department and our Police Officers and we continue to support them as they risk their lives to protect our citizens. With respect to the public comment from Mr. Godshalk, and I think you heard some of that during public comment, it is true that on June 18th we had a Closed Session regarding this matter and in fact this Council did authorize us to pursue settlement for the amount of $350,000, up-to the amount of $350,000. Under the Government Code I am required to report out actions that are taken by the City Council however, if final approval of a settlement rests with some other party or the Court, no disclosure report is required until the settlement becomes final. After our Closed Session, I had to go back to court and report that we had authority to settle and the case settled. Tonight, we are bringing it back in open session so that the public is aware that a settlement was made.”

“With respect to the City’s exposure, our monetary exposure is limited to $250,000 the remainder of it is covered by insurance. So in addition to the $100,000 above our cap, there was also about $300,000 that were expended in attorneys’ fees, those are all covered under insurance. We were represented by William Pate of Devaney Pate Morris & Cameron and I think the last question he asked, well I think there were two. One is, under our line item budget for Risk Management, we allocated approximately $1,116,000 in hopes to cover any potential exposure we have in litigation. To date, before this, our expenditures have been approximately $40,000 and then lastly, he made reference to an Emily Howe and asked who she was. Well she happened to be the Counsel for the plaintiff and she signed the settlement agreement on behalf of the plaintiff’s counsel. So in conclusion, I did not mislead the public. I followed my obligation under the Government Code and we are here tonight to provide the public with notice that this matter has been settled.”

Written comment was received from Ted Godshalk.

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.”

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

Motion carried by unanimous vote.

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.

Adopted Resolution No. 2024-101.

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.”

Motion carried by unanimous vote.

9.8 9th AMR Agreement Extension

Adopted Resolution No. 2024-102.

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.”

Motion carried by unanimous vote.

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.

Adopted Resolution No. 2024-103.

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.”

Motion carried by unanimous vote.

9.10 First Amendment with ASSI Security for Facilities Maintenance Services

Adopted Resolution No. 2024-104.

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.”

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-105.

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.”

Motion carried by unanimous vote.

Item pulled for discussion.

9.12 Performance Report of Annual Fire Safety Inspections

Adopted Resolution No. 2024-106.

Report provided by Fire Department Division Chief Robert Hernandez.

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.”

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

Motion carried by unanimous vote.

Item pulled for discussion.

9.13 Police Officer Association Salary Increase

Adopted Resolution No. 2024-107.

Public comment received from Ed Nieto.

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."

ACTION: Motion by Councilmember Molina, seconded by Councilmember Bush to adopt the resolution.

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-108.

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."

Motion carried by unanimous vote.

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

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

Motion carried by unanimous vote.

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.

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.

Motion carried by unanimous vote.

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

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

Motion carried by unanimous vote.

Item pulled for discussion.

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

Public comment received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $8,869,936.22

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to ratify Warrant Register #5.

Motion carried by unanimous vote.

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

Ratify Warrants Totaling $2,871,840.75

Motion carried by unanimous vote.

10. CONTINUED PUBLIC HEARING

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

Adopted Ordinance No. 2024-2534.

Mayor Morrison declared the Public Hearing open at 7:17 p.m.

There were no public comments.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:18 p.m.

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."

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to adopt the resolution.

Motion carried by unanimous vote.

11. PUBLIC HEARING

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

Adopted Resolution No. 2024-109.

Director of Community Services Carlos Aguirre introduced the item and introduced Director of Public Works/City Engineer Steve Manganiello who provided a report.

Mayor Morrison left the dais at 7:20 p.m. and returned at 7:21 p.m.

Mayor Morrison declared the Public Hearing open at 7:24 p.m.

There were no public comments.

ACTION: Motion by Councilmember Molina, seconded by Vice-Mayor Yamane to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:25 p.m.

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.”

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

Motion carried by unanimous vote.

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

Director of Community Services Carlos Aguirre provided a PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 7:28 p.m.

Public Comment and a handout was received from Sushmitha Kudari.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Bush to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:33 p.m.

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.

Item did not require a vote.

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.

Adopted Resolution No. 2024-110.

Director of Community Services Carlos Aguirre provided a PowerPoint presentation.

Councilmember Bush left the dais at 7:38 p.m. and returned at 7:47 p.m.

Mayor Morrison disclosed that he met with two owners in 2023.

Councilmember Molina disclosed that she met with property owners and had previously met with tenants.

Councilmember Rodriguez disclosed that he met with residents on multiple occasions.

Vice-Mayor Yamane disclosed that she met with Julie Paule in 2023.

Public comment was received from Julie Paule, Kim Eggeston, and Vina Ramirez.

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."

ACTION: Motion by Councilmember Rodriguez, seconded by Mayor Morrison to adopt the resolution.

Motion carried by unanimous vote.

13. CITY MANAGER'S REPORT

City Manager Ben Martinez informed the City Council that he would provide them with a recruitment update via email.

14. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

15. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who announced that there were no reportable items on all four Closed Session agenda 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 LABOR NEGOTIATORS
Government Code Section 54957.6
Employee Organizations:
Municipal Employees' Association (SEIU, Local 221),
National Firefighters Association (Local 2744), and
Police Officers Association (POA)
Agency Designated Representatives:
Steven Berliner (Labor Negotiator)
Benjamin A. Martinez (City Manager)
Brian Hadley (Deputy City Manager)
Phil Davis (Interim Finance Director)
Paul Valadez (Budget Manager- Finance)
Lydia Hernandez (Human Resources Director)

5.4 LIABILITY CLAIM
Government Code Section 54954.5
WORKERS COMPENSATION CLAIM NOS. AND ADJ
16-128827 - ADJ11600013
21-153370 - ADJ14353536
21-154765 - ADJ14358148
Claimant: Charles Palumbo v. City of National City

16. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, October 1, 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 8:09 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of October 1, 2024.

_____
Ron Morrison, Mayor

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, October 1, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 6, grant appropriation for Construction (CON) phase.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute Program Supplement Agreement No. A670 with the State of California Department of Transportation for the Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 6; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $2,072,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $310,800."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Bayshore Bikeway – Segment 5 Project. The project will provide nearly 1.5 miles of protected bicycle facilities along McKinley Avenue and Marina Way in the City of National City (City) (see attached exhibit). Staff requested $5,421,000 in Federal ATP funds for the construction phase of the project. In January 2019, staff received notification from Caltrans that the City had been awarded Federal ATP funds in the amount of $5,421,000, which requires a local match from the City of $70,000.

On November 19, 2019, the City adopted resolution No. 2019-155 authorizing the Mayor to execute a Memorandum of Understanding (MOU) between the San Diego Unified Port District (Port of San Diego) and the City, in which the Port of San Diego committed to fund $900,000 for the project's design and entitlements, including: environmental clearance, topographic survey, and preliminary and final design of the project.

In June 2022, due to construction cost increases, staff submitted a Cycle 6 Federal ATP grant application to Caltrans in the amount of $2,072,000. At their December 7, 2022 meeting, the California Transportation Commission (CTC) awarded an ATP grant to the City in the amount of $2,072,000 for the Project. During its January 2024 meetings, the CTC allocated funding for the CON phase in the amount of $2,072,000 (see attached Exhibit B – Allocation Letter).

On July 30, 2024, Caltrans issued a PSA to staff authorizing the City to proceed with the CON phase in the amount of $2,072,000 with a required local match of $310,800 (see attached Exhibit C – PSA). Appropriations are available in the General Fund in the Traffic System Improvements project.

Design of this project has been completed, and construction is anticipated to start in 2025.

FINANCIAL STATEMENT:
ATP Cycle 6 Grant $2,072,000 (new appropriation and corresponding revenue)
Expenditure/Project Account No. 296-10-18-18500-7598- 6620296 (Expense)
Revenue/Project Account No. 296-10-31-31100-3498- 6620296 (Federal Funded - Revenue)

Local Match $310,800 (no new appropriation)
Expenditure/Project Account No. 100-10-18-18500-7598- 6573100 (Traffic System Improvements CIP)

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

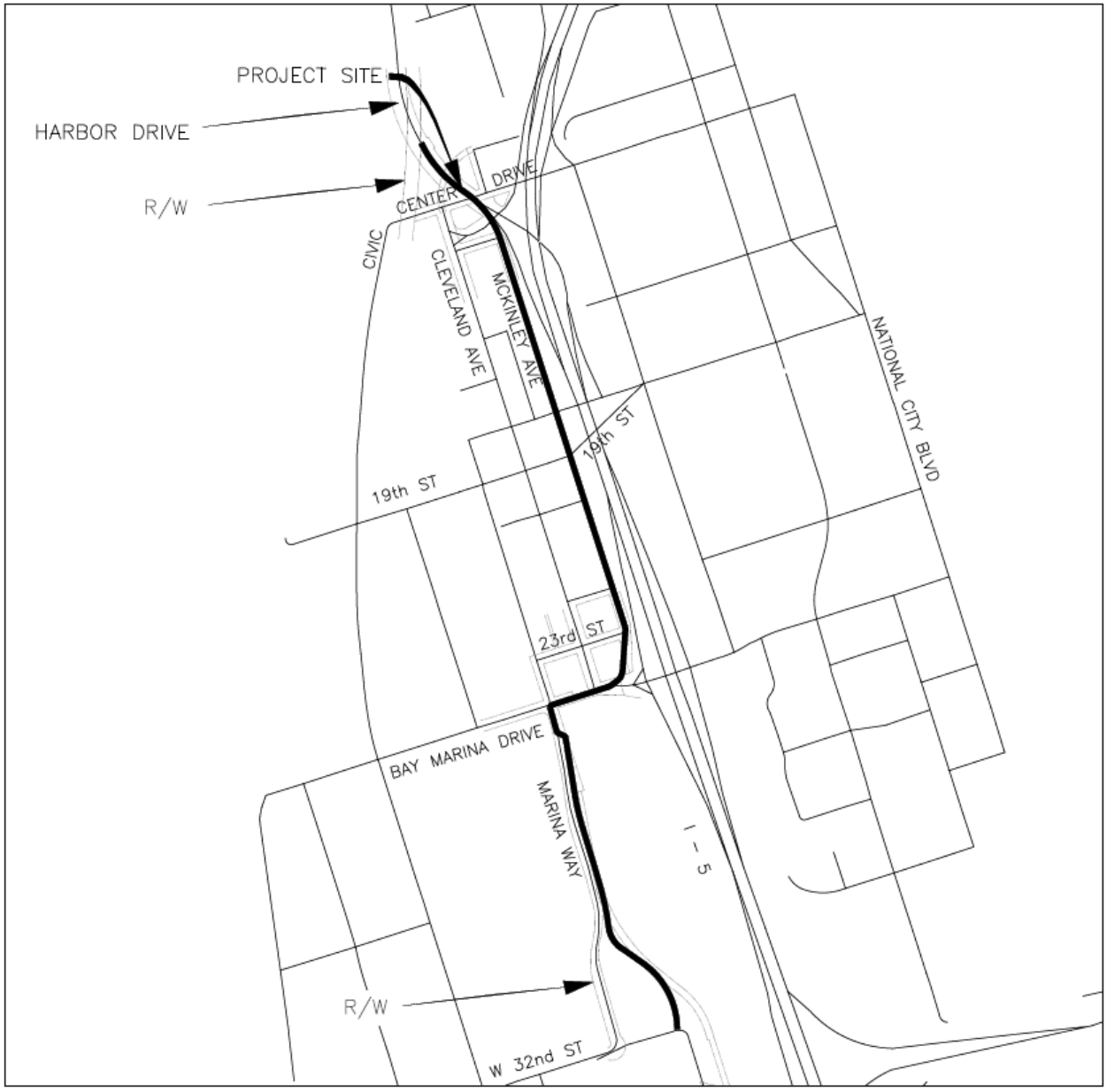
ENVIRONMENTAL REVIEW:
This is a project under CEQA and requires full environmental review and the preparation of an environmental impact report. CCR 15362.

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 – Project Location Map
Exhibit B – Allocation Letter
Exhibit C – PSA
Exhibit D – Resolution

Bayshore Bikeway - Segment 5 project, CIP 22-33 - Location Map



DEPARTMENT OF TRANSPORTATION
Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711

11-SD-0-NATC
ATPL-5066(060)
Adv Id: 1124000253
PPNO: 11-1526
Request No: 1

July 15, 2024

Mr. Stephen Manganiello
Director of Engineering & Public Works
City of National City
1243 National City Blvd.
National City, CA 91950

Dear Mr. Manganiello:

Your letter dated April 22, 2024 requested a fund allocation from the Active Transportation Program for the City of National City Bike Path - The construction of a Class 1 and 4 bicycle facilities, improved signalized and unsignalized intersections, improve rail crossings, coastal. This project is programmed in the Active Transportation Program (ATP), as amended.

At their June 28, 2024 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on June 28, 2024, effective June 28, 2024.

Allocation No. 2024-322	**ATP**		**FUND ALLOCATION**	
Senate District No.: 40 Assembly District 79	**Amount Programmed**	**Fiscal Year Programmed**	**Amount Previously Allocated**	**This Request**
Const	$2,072,000	2024	$0	$2,072,000
Federal Funds				$0
State Funds				$2,072,000
Total	**$2,072,000**		**$0**	**$2,072,000**

This allocation makes available $0 of federal funds* and $2,072,000 of State (or State-only) funds for a total of $2,072,000.

* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

For This Allocation:

Funds allocated for project E & P are available for expenditure until:	**Not Applicable.**
Funds allocated for project PS & E are available for expenditure until:	**Not Applicable.**
Funds allocated for project RW are available for expenditure until:	**Not Applicable.**

Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.

After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.

The Commission may grant a one-time extension to each of the deadlines specified above if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at https://dot.ca.gov/programs/local-assistance for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,

[redacted]

for ROBERT NGUYEN , Chief
Office of Project Management Oversight - South
Division of Local Assistance

c: SANDAG

Attachment: CTC Vote Box

bc: LPA
DLA AE Project Files
District - (11) DLAE - Brian Ott

PROGRAM SUPPLEMENT NO. 00000A670
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 11-5066S21

Adv. Project ID 1124000253

Date: July 29, 2024
Location: 11-SD-0-NATC
Project Number: ATPL-5066(060)
E.A. Number:
Locode: 5066

This Program Supplement, effective 06/28/2024, hereby adopts and incorporates into the Administering Agency-State Agreement No. 11-5066S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/12/2022 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: At the rail crossing near the intersection of Bay Marina Drive and Marina Way, and at the rail crossing north of the intersection of Harbor Drive and Civic Center Drive.

TYPE OF WORK: Bike Path **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds	Matching Funds		
	STATE $2,072,000.00	LOCAL		OTHER
$2,382,800.00		$310,800.00		$0.00

CITY OF NATIONAL CITY

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer [redacted] **Date** 7/29/24 $2,072,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

   B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

   This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

   C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

   D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.
   Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

   E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

   Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. A670 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE BAYSHORE BIKEWAY - SEGMENT 5 PROJECT, CIP 22-33, ATP CYCLE 6; 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF $2,072,000 AND CORRESPONDING REVENUE BUDGET; AND 3) COMMITTING TO PROVIDING A LOCAL MATCH OF $310,800.

WHEREAS, in July 2018, City staff submitted a Cycle 4 Active Transportation Program ("ATP") grant application to the California Department of Transportation ("Caltrans") for the Bayshore Bikeway – Segment 5 project ("Project"); and

WHEREAS, the Project will provide nearly 1.5 miles of protected bicycle facilities along McKinley Avenue and Marina Way in the City of National City ("City"); and

WHEREAS, in January 2019, staff received notification from Caltrans that the City had been awarded Federal ATP funds in the amount of $5,421,000 for the Project, which required a local match from the City of $70,000; and

WHEREAS, additionally, on November 19, 2019, the City adopted resolution No. 2019-155 authorizing entering into a Memorandum of Understanding ("MOU") with the San Diego Unified Port District ("Port of San Diego") in which the Port of San Diego committed to fund $900,000 for the Project's design and entitlements; and

WHEREAS, due to construction cost increases, in June 2022, City staff submitted a Cycle 6 Federal ATP grant application to Caltrans in the amount of $2,072,000 for the Project; and

WHEREAS, at their December 7, 2022 meeting, the California Transportation Commission awarded an ATP grant in the amount of $2,072,000 to the City for the Project; and

WHEREAS, the $2,072,000 award was distributed entirely for the Construction ("CON") phase of the Project; and

WHEREAS, on July 30, 2024, Caltrans issued an authorization to proceed to the City for the CON phase, formalized as a Program Supplement Agreement ("PSA"), confirming the State Funds portion of $2,072,000 with a required local match of $310,800; and

WHEREAS, funds are available to meet the local match utilizing existing appropriations in the General Fund's Traffic Systems Improvements project; and

WHEREAS, City staff recommends the City Council adopt this Resolution authorizing the Mayor to execute PSA No. A670 with Caltrans for the Project to allow for reimbursement of up to $2,072,000 for the CON phase.

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 Program Supplement Agreement No. A670 with the State of California Department of Transportation for the Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 6.

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Section 2: That the City Council hereby authorizes the establishment of an Engineering Grants Fund Appropriation of $2,072,000 and corresponding revenue budget.

Section 3: That the City Council hereby authorizes to commit to providing a local match of $310,800 from the Traffic System Improvements project.

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 1st day of October, 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, October 1, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for a New Charter School (Integrity Charter School) to be located at 229-241 National City Blvd.

RECOMMENDATION:
Staff Recommends Approval of the New Charter School, Subject to the Recommended Conditions in the Attached Planning Commission Resolution and a Determination that the Project is Exempt from the California Environmental Quality Act (CEQA). An Educational Institution is a Conditionally Allowed Use in Development Zone 2 of the Downtown Specific Plan Area and would be a Resource for the Local Community.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On September 16, 2024, the Planning Commission recommended approval of the CUP request by a unanimous vote of members present (Planning Commission Resolution No. 2024-13).

EXPLANATION:
Integrity Charter School (ICS) is currently located at the northeast corner of the National City Boulevard and 8th Street intersection. The school accommodates grades 3 through 8 and caters to approximately 250 students. Grades K through 2 are currently accommodated by the YMCA facility at the northwest corner of the D Avenue and East 15th Street. There are currently 120 students at this location. However, the school is looking to expand their academic program beyond what can be accommodated by the current facilities. As such, ICS is proposing to redevelop the property at the corner of National City Boulevard and East 3rd Street with a new charter school. The two school locations noted above will be replaced by the proposed Project.

The new school will contain 19-21 classrooms, a multi-purpose hall, administrative and related areas, and other academic support services. The maximum expected student population will be 400-440 students. The total staff (full and part time) will be between 60 and 65. The existing building portion currently addressed as 229 National City Blvd. (former furniture store) will remain and will be remodeled as a multi-purpose building. The remaining portions of the building (southern part) will be demolished and replaced with new construction. Food service will be handled and distributed in the multi-purpose building. No actual cooking will take place on the premises. ICS will operate on a standard Monday through Friday schedule from 8 a.m. to 3 p.m. from July through the following June (year-round schedule).

Due to the limited area for development, parking for the use will be entirely off site. In addition to the limited development area, the topography of the site would result in a major construction expense for what would need to be structured parking. The applicant is also requesting restricted parking areas on National City Boulevard, East 3rd Street, and ‘A’ Avenue. Pick-up and drop-off areas

would be located along 'A' Avenue and East 3rd Street. Traffic, circulation, and parking are discussed in the attached Planning Commission staff report.

FINANCIAL STATEMENT:
An application fee of $3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit. Approval of the CUP will lead to redevelopment of the property, which will be subject to building permit and impact fees.

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

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. In-Fill Development Projects. CCR 15332.

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 – Planning Commission Staff Report with Attachments
Exhibit B – 9/16/24 Planning Commission PowerPoint slides

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) AND CONDITIONAL USE PERMIT FOR A PROPOSED EDUCATIONAL INSTITUTION (INTEGRITY CHARTER SCHOOL) TO BE LOCATED AT 229-241 NATIONAL CITY BLVD.
Case File No.:	2023-14 CUP
Location:	Northeast corner of National City Blvd. and E. 3rd St.
Assessor's Parcel Nos.:	556-101-02, 556-101-15, 556-101-16
Staff report by:	Martin Reeder, AICP – Assistant Director of Community Development
Applicant:	Joseph Martinez for Integrity Charter School
Zoning designation:	Development Zone 2 (Downtown Specific Plan)
Adjacent use and zoning:	
North:	Office building / DZ 2
East:	Single-family neighborhood / DZ 2 with RS-2 (Small Lot Residential) to beyond across 'A' Avenue
South:	Commercial across East 3rd Street / DZ 2
West:	Aunt Emma's Pancakes across National City Blvd. / DZ 1A
Environmental review:	Categorically exempt from environmental review pursuant to Class 32, Section 15332 (In-Fill Development Projects)
Staff recommendation:	Approve

Staff Recommendation
Staff recommends approval of the new charter school, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from the California Environmental Quality Act (CEQA). An educational institution is a conditionally allowed use in Development Zone 2 of the Downtown Specific Plan area and would be a resource for the local community.

Executive Summary
Integrity Charter School (ICS) is proposing to develop a new 31,500 square-foot charter school campus in the 200 block of National City Blvd. (east side). The campus will have up to 21 classrooms and 6,400 square feet of outdoor play areas. The applicant is also requesting restricted parking areas on National City Boulevard, East 3rd Street, and 'A' Avenue with pick-up and drop-off to be located along 'A' Avenue and East 3rd Street.

Site Characteristics
The 37,650 square-foot (0.86-acre) property, located at 229 through 241 National City Blvd., is comprised of three lots developed with one partitioned commercial building. The site slopes 14-feet east to west (high to low). The building on site was most recently occupied by a furniture store, thrift store, and commercial storage. There is also a pole sign on the property that houses a wireless communications facility approved through the CUP process in 2002 and modified in 2016.

Proposed Use
ICS is currently located at the northeast corner of the National City Boulevard and 8th Street intersection. The school accommodates grades 3 through 8 and caters to approximately 250 students. Grades K through 2 are currently accommodated by the YMCA facility at the northwest corner of the D Avenue and East 15th Street. There are currently 120 students at this location. However, the school is looking to expand their academic program beyond what can be accommodated by the current facilities. As such, ICS is proposing to redevelop the property at the corner of National City Boulevard and East 3rd Street with a new charter school. The two school locations noted above will be replaced by the proposed Project.

The new school will contain 19-21 classrooms, a multi-purpose hall, administrative and related areas, and other academic support services. The maximum expected student population will be 400-440 students. The total staff (full and part time) will be between 60 and 65. The existing building portion currently addressed as 229

National City Blvd. (former furniture store) will remain and will be remodeled as a multi-purpose building. The remaining portions of the building (southern part) will be demolished and replaced with new construction. Food service will be handled and distributed in the multi-purpose building. No actual cooking will take place on the premises.

ICS will operate on a standard Monday through Friday schedule from 8 a.m. to 3 p.m. In addition to regular school activities, the school hosts the following events:

- A Family Friday event eight times a year, lasting about two hours total. It is on a Friday and occurs in the morning during school. About 60 families are expected to attend this event.
- Two back to school nights held during the year in the evening lasting about an hour. An average of about 10 families per classroom or 210 families are expected to attend.

Due to the limited area for development, parking for the use will be entirely off site. In addition to the limited development area, the topography of the site would result in a major construction expense for what would need to be structured parking. The applicant is also requesting restricted parking areas on National City Boulevard, East 3rd Street, and 'A' Avenue. Pick-up and drop-off areas would be located along 'A' Avenue and East 3rd Street. Traffic, circulation, and parking are discussed later in this report.

Finally, as part of development of the school campus, the existing pole sign will be removed. It is the intention of the school and T-Mobile (the operator of the wireless facility within the sign) to relocate the wireless facility. The antennas will be located behind a parapet wall on the south side of the property (see discussion under "architecture" section below). The associated equipment will be located within a well area on the roof of the multi-purpose hall (229 National City Blvd.). A separate CUP will be required for relocation of the wireless facility. In addition, there will be a temporary facility located nearby the project site to maintain wireless services during construction. The temporary site will require a separate Temporary Use Permit and associated right-of-way permit for operation. This has been included as a condition of approval.

Analysis

ICS has been in National City for many years, originally located in a church basement at 125 Palm Avenue. The school expanded to a separate building on the

church property, before moving to the current downtown location in 2009. ICS is a free public charter school. The school receives funds from the State of California as a charter school. Students pay no fees to attend, and the school is open to all elementary age students residing in San Diego County. The school operates on a year-round calendar, starting in July and ending the following June.

Educational facilities are conditionally allowed in every development zone within the Downtown Specific Plan. Issues typically analyzed for such facilities include traffic, access, and noise (among others). Other examples of educational facilities in Downtown are the South County Regional Education Center (Southwestern College Higher Education Center, et al) and the current Integrity Charter School Campus. The two facilities are located on opposite corners of the National City Blvd. and 8th Street intersection.

Site Design/Architecture

As previously mentioned, the site slopes 14-feet from 'A' Avenue (approximately 43 feet above sea level) down to National City Blvd. (approximately 28 feet above sea level). New construction will be comprised of two buildings: an "L" shaped building along 'A' Avenue and approximately two-thirds of East 3rd Street, and another along the southern half of the National City Blvd. frontage. There will be a gap of approximately 22 feet north to the multi-purpose building (229 National City Blvd.). The height of the buildings are two stories, with an area of three stories mid-way along the East 3rd Street frontage. The two buildings will be connected via an elevated breezeway (bridge).

The proposed buildings will surround a central courtyard, which is divided into two play areas. The upper (east) area will be 2,500 square feet and the lower (west) area will be 3,900 square feet. The defining feature of the courtyard is the centrally located amphitheater which also acts as a retaining wall; the upper play area is approximately 10 feet higher than the lower. The upper play area and play yard would be against the north property line adjacent to three residential parcels. A four-foot block wall (with two feet of wrought-iron above) is proposed in this area, along with trees and vegetation to provide a buffer. The Land Use Code typically requires a minimum six-foot opaque wall commercial uses adjacent to residential uses. Therefore, due to potential noise concerns from the play area in this location, staff is recommending a six-foot block wall rather than the four feet (condition of approval). The lower play area is screened by the amphitheater and multi-purpose building. The campus incorporates three separate parcels, which will need to be merged prior to construction (condition of approval).

The design aesthetic offers a vibrant palette of colors and shapes of features. Each section of building has a different color with varying shapes of window openings. The design is intended to reflect the varying character and demographics of the National City community. The multi-purpose hall is shown on the project rendering (see Attachment 4) as an orange color, while the building along National City Blvd. is royal blue with striking triangular and porthole windows. The building on East 3rd Street is equal parts cyan, black and white checked, and yellow. This building also has a higher tower-like portion (black and white checked), which is where the future relocated wireless facility antennas will be located (behind a parapet wall).

Downtown Specific Plan

The Downtown Specific Plan has broad guidelines for design of new buildings. However, guidelines are generally related to an overall urban form goal as follows:

Downtown will become an organized and vibrant community with buildings and structures that support a mixed use area and are oriented to downtown businesses, offices, institutions and public spaces. Buildings themselves should have a human scale at street level and include well-designed elevations that have high quality materials at lower levels that face public streets. Upper levels should provide compatible materials that relate to the street level design palette, and should include a form that is creative while still being related to local context, character, materials and scales of the surrounding neighborhoods. Consideration of transitions to lower density use and residential land uses is also essential in areas near lower density neighborhoods.

The Downtown Specific Plan has four Design Districts; “Main Street” Retail District, Visitor/Education Village District, General Commercial District, and Neighborhood Transition District. The project area is within the Neighborhood Transition District. The defining character of this district is defined as follows:

The proposed urban scale of the Neighborhood Transition District is designed to be complimentary to the area and steps down from the busier, denser commercial districts to the adjacent residential uses. This district will support some uses that provide goods and services to the surrounding neighborhoods. Pedestrian improvements and small urban plazas can be used to activate this district, while promoting a comfortable connection between Downtown and the neighboring residential areas.

Setbacks and building height limits in Development Zone 2 of the Downtown Specific Plan are the same as the MXC-2. Setbacks in the MXC-2 zone are typically zero feet or the same as the adjacent residential zone. In this case, there is an RS-2 (Small Lot Residential) zone adjacent to the north, which has a side setback of five feet. The proposed side yard setback of the nearest ICS structure is five feet-six inches. The height limit in the MXC-2 zone is 75 feet or the same as the adjacent zone within 50 feet. With the RS-2 zone adjacent to the north, the limit would then be 35 feet, which the proposal is in conformance with.

Overall, the campus design is fresh and vibrant, and very unique in relation to other Downtown development. The design is consistent with the overall goals of the Downtown Specific Plan and will also serve a gateway project, given its location near the northern entrance to the City.

Circulation/Parking

A Traffic Impact Analysis was conducted, with guidance from the City's Traffic Engineer, which analyzed VMT (Vehicle Miles Traveled), parking, pick-up and drop-off, and pedestrian improvements. As well as analyzing regular school activities, the impact traffic analysis also included the occasional events described above (Family Friday, Back to School Night). The analysis concluded that these events occur less than once a month and are therefore infrequent.

According to CEQA guidelines for assessing potential transportation impacts, if a project is a local serving public facility that is located within a half mile of an existing major transit stop, the project would be presumed to have a less-than-significant impact on VMT.

MTS Route 929 has two bus stops (one northbound and one southbound) on National City Boulevard between East 2nd Street and East 3rd Street. Both have 15-minute service intervals during peak commute periods. Because the proposed charter school qualifies as a local serving public facility, it would therefore be presumed to have a less-than-significant impact on VMT. Furthermore, the 8th Street trolley station is located within a 15-minute walk of the project site.

Traffic

Per the City's criteria for performing a local transportation analysis and the analysis methodology presented in the Traffic Impact Analysis, project related traffic is calculated to contribute to a substantial effect within the study area in the Opening Day with Project scenario at the Osborn Street and Division Street intersection. Vis-

à-vis, this intersection is currently an all-way stop that would operate at a failing level of service with the project in operation. However, replacing the all-way stop with a traffic signal at this intersection would improve efficiency of traffic flow and return the intersection operations to an acceptable level of service.

The City of San Diego has identified this project as being fully funded in their Capital Improvement Program, with a completion date of 2026. Therefore, installation of the traffic light or a fair share contribution by the Project is not required.

Student Pick-Up and Drop-Off

The Project proposes two pick-up and drop-off areas along the frontage of the school, one on the west curb of 'A' Avenue and the other on the north curb of East 3rd Street as shown in Attachment 3.

The pick-up and drop-off lane on 'A' Avenue is **nine** feet wide and is approximately **100** feet long and can accommodate **four** vehicles at a time.

The pick-up and drop-off lane on East 3rd Street is **12** feet wide and is approximately **200** feet long. This location can accommodate approximately **eight** vehicles at a time.

The two locations described above can accommodate a total of **12** vehicles at a time. Student **drop-off** will be between 7 a.m. and 9 a.m. Student **pick-up** will be between 2 p.m. and 4 p.m.

This pick-up and drop-off area can also be used for on-street parking outside of school pick-up and drop-off hours. In order to communicate the availability of parking in this area, appropriate signage will need be posted based on the hours noted above (condition of approval).

In addition to the designated pick-up and drop-off areas, ICS is requesting restricted parking zones along National City Blvd. (2-hour parking) and East 3rd Street (1-hour parking) adjacent to the school. This restricted parking was not included in the Traffic Impact Analysis and is not necessary to avoid any traffic-related impacts. Therefore, any request for timed parking would need to be reviewed by the City's Traffic Safety Committee.

Parking

The Project will not provide parking for the school onsite as permitted by Assembly Bill 2097, which prohibits public agencies from imposing minimum off-street parking requirements for development projects located within a half mile of a major transit stop. The Downtown Specific Plan requires 2.5 parking spaces per 1,000 square feet of floor area, which would other necessitate 79 parking spaces. While this may be appropriate for a commercial or office use, it would not make sense for a school use where most people on site are not of driving age.

While there will be between 60 and 65 full and part-time employees, there will be 27 parking spaces available in the previous ICS campus at 8th and National City Blvd. Although the school will be transferring to the new location, they will still own the property.

Parking supply

The Project will provide for three specific parking spaces on the east curb of National City Boulevard along the School Frontage for the following:

- A trash pick-up space
- An ADA-accessible space
- A commercial parking space for delivery vehicles

These spaces are required as conditions of approval.

A parking supply demand study was conducted for the four-block area of National City Blvd. to 'D' Avenue between East 2nd and East 3rd Streets. The study determined that **250** street parking spaces were available, including five accessible spaces. **60** of the spaces are within 800 feet of the school.

The traffic impact analysis (of which the parking supply demand study was part of) also included opportunities for increased parking supply, particularly in relation to losses due to pick-up and drop-off areas (**9** parking spaces). However, with conversion of strategic areas from parallel to angled parking, a net gain can be realized. The areas of conversion are noted as the following:

- East 3rd Street between 'A' Avenue and 'B' Avenue (north side) – **8** spaces
- 'B' Avenue between East 2nd Street and East 3rd Street (east side) – **11** spaces

- East 3rd Street between 'B' Avenue and 'D' Avenue (north side) – 8 to 10 spaces
- 'B' Avenue between East 3rd Street and East 4th Street (east side) – 8 to 10 spaces

Based on the above, there will be a net gain of **30** parking spaces within 800 feet of the school. With parking permitted within the pick-up and drop-off areas on 'A' Avenue (**4** spaces) and East 3rd Street (**8** spaces) when there are no pick-up or drop-off activities, another **12** spaces can be gained.

All suggested on-street parking space conversions are included as conditions of approval.

Pedestrian improvements

The Traffic Impact Analysis conclusions were also based on recommended pedestrian improvements, which will be provided by the Project. These include sidewalk bulb-outs on East 3rd Street at National City Boulevard[1] and at 'A' Avenue. Stops signs will be installed on East 2nd Street and East 3rd Street at 'A' Avenue. Also, High Visibility Crosswalks (HVC) will be provided at the following intersections:

- National City Boulevard and East 2nd Street
- 'A' Avenue and East 2nd Street
- National City Boulevard and East 3rd Street
- 'A' Avenue and East 3rd Street

The following benefits will occur due to these improvements:

- The bulb-outs on East 3rd Street at National City Boulevard will reduce the pedestrian crossing distance from 48 feet to 16 feet, making it easier to cross.
- The bulb-outs will also serve as a traffic calming measure and improve line-of-sight between pedestrians waiting to enter the crosswalk and drivers.
- The proposed HVC will improve driver awareness of designated school crosswalks.

[1] E. 3rd St. in this location will be converted to one-way west bound from 'A' Ave. to National City Blvd.

- With one-way traffic, pedestrians only must watch for traffic in one direction. This will provide an improved crossing for pedestrians in the vicinity of the school.
- Upgrading the intersections of 'A' Avenue and East 2nd Street and 'A' Avenue and East 3rd Street to include All-Way Stop Control will require traffic to stop and look for students crossing the street on their way to and from school.

All pedestrian improvements noted above are included as conditions of approval.

Based on the attached Traffic Impact Analysis, the Project will not impact existing or anticipated traffic patterns with recommended operation improvement measures (street conversion, parking conversion, pedestrian improvements, etc.)

General Plan

The proposed charter school is consistent with the City's General Plan, as Land Use Policy LU-2.10 encourages the development and expansion of institutions, such as schools and health care facilities, as needed to meet future city needs. While the school is in existence and moving to a different location, the new campus will allow for approximately 70 additional students, thus contributing to local educational needs.

CEQA

The project as proposed qualifies for a Categorical Exemption under Class 32, Section 15332 of CEQA (In-Fill Development Projects). Class 32 consists of projects characterized as in-fill development meeting the conditions described as follows:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value, as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

The Project, as designed complies with all these sections, as discussed in this staff report. In addition, the site is currently disturbed and previously developed.

Comments

As part of the application routing process, comments were received form the Engineering, Fire, and Police Departments. Engineering and Fire comments were related to Code and construction requirements. However, while supportive of the project, the Police Department had concerns related to parking, traffic, and lighting/security. Parking and traffic concerns have been addressed through the Traffic Impact Analysis as noted above. With regard to security, it was noted that the area was in close proximity to an area of high crime and prostitution.

Redevelopment of the site will bring more activity and “eyes on the street”, which has the tendency to push illicit activity elsewhere. In addition, since the comments from the Police Department were received (November 2023), the City has made changes in the area of Roosevelt Avenue, which have reduced prostitution, among other issues. With regard to lighting and security, conditions of approval have been added requiring a lighting plan and a security plan (cameras, locked campus outside of school hours, etc.) to offset any issues with on-site or adjacent area security (concerns pointed out by the Police Department).

The Planning Division has not received any public comment as of the writing this report.

Conditions of Approval

The attached Resolution includes all standard Conditions of Approval, as well as those related to the wireless facility relocation/temporary operation; temporary events outside of the scope of this CUP; all recommendations of the Traffic Impact Analysis (street conversion, parking conversion, pedestrian improvements, etc.); and noise reduction.

Summary

Approval of this CUP will allow for redevelopment of an underutilized and vacant property, including removal of a pole sign that is currently an eyesore for the community. A charter school is a conditionally allowed use in the Downtown Specific Plan and would be a resource for the local community. With the recommended operation improvement measures, the proposed school will operate effectively and with minimal impact on the surrounding area.

Options

1. Find the project exempt from CEQA under Class 32 of the CEQA Guidelines Section 15332 or other exemption and approve 2023-14 CUP, subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2023-14 CUP based on findings to be determined by the Planning Commission; or,

3. Continue the item to a specific date to obtain additional information.

Attachments

1. Draft Resolution
2. Overhead
3. Pick-up and drop-off plan
4. Applicant's Plans (Exhibit A, Case File No. 2023-14 CUP, dated 10/3/24)
5. Transportation Impact Analysis – Integrity Charter School – August 30, 2024
6. Public Hearing Notice (Sent to 202 property owners & occupants)
7. Notice of Exemption

RESOLUTION NO. 2024-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT) AND APPROVING A CONDITIONAL USE PERMIT FOR A PROPOSED EDUCATIONAL INSTITUTION (INTEGRITY CHARTER SCHOOL) TO BE LOCATED AT 229-241 NATIONAL CITY BLVD. CASE FILE NO. 2023-14 CUP

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a proposed educational institution (Integrity Charter School) to be located at 229-241 National City Blvd. at a duly advertised public hearing held on September 16, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2023-14 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 16, 2024, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a conditional use permit and complies with all other applicable provisions of the Land Use Code, because an educational facility is a conditionally allowed use in the Downtown Specific Plan and because the proposal meets all design requirements of the Land Use Code and Downtown Specific Plan.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the General Plan encourages the development and expansion of institutions, such as schools and health care facilities, and because

an educational facility is a conditionally allowed use in the Downtown Specific Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity because the project is a community serving use that includes design components to offset potential issues related to traffic and noise and will be subject to conditions of approval that ensure harmonious operation of the school.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints because the site can accommodate the proposed 31,500 square-foot school campus without the need for deviations or variances from required development regulations.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because the project is a community serving use that includes design components to offset potential issues related to noise.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act and qualifies for a Categorical Exemption under Class 32, Section 15332 of CEQA (In-Fill Development Projects), as discussed in the staff report.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes a 31,500 square-foot educational facility to be located at 229-241 National City Blvd. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2023-14 CUP, dated 10/3/24.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit.* The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County.

The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager prior to recordation.

3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.

Building

6. Plans submitted for demolition and construction improvements shall comply with the 2022 edition of the California Building, Mechanical, Electrical, Plumbing, Accessibility, Green, Energy and Fire Codes.

Engineering

7. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
8. The Storm Water BMP Requirements Applicability Form I-1 and, if required, I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
9. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.

10. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.

11. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.

12. A National Pollutant Discharge Elimination System (NPDES) permit is required for discharges of storm water runoff associated with construction greater than 1 acre activity where clearing, grading, and excavation results in a land disturbance. A construction storm water permit shall be obtained from the Regional Water Quality Control Board. A copy of shall be given to the City of National City Engineering Department prior to any work beginning on the project.

13. A Notice of Intent (NOI) shall be filed with the Regional Water Quality Control Board (RWQCB).

14. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.

15. The property owner(s) shall process a lot merger to merge the lots into a single lot, due to the fact that the proposed buildings shall cross over the lot lines

16. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.

17. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6 inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.

18. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.

19. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.

20. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.

21. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services. A bond in the amount equal to one hundred percent (100%) of the engineer's cost estimate shall be submitted prior to any permit being issued.

22. A sewer capacity fee will be charged for the connections to the city main(s). The calculation will be prepared when the building plans have been submitted. Please provide a description of the existing buildings and their use. The number of existing restrooms, kitchen/kitchenettes, and showers if any.

23. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.

24. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.

25. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically All sidewalk, curb and gutters along the property frontage together with the removal of all driveways which will be abandoned due to the construction of the site.

26. Street pavement repair will be required. The work shall be as follows: A two inch (2") grind and cap on E. 3RD Street from National City Boulevard to A Avenue and on A Avenue from E. 3RD Street to the northerly property line as extended through the street.

27. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.

28. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.

29. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.

30. All electrical, telephone and similar distribution service wires for the new structure(s) shall be placed underground.

31. The developer shall submit to the Fire Department a letter from Sweetwater Authority stating existing fire flow. If determined by the Fire Department that additional improvements are needed, the developer shall enter into an agreement for the water improvements with the Sweetwater Authority prior to obtaining the final map approval.

32. Separate water and sewer laterals shall be provided to each lot/parcel.

33. The developer shall bond for the monumentation, the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the approval of the final map.

34. SUSMP documentation must be submitted and approved.

35. The demolition plan shall show all existing utility lines and identify them as existing to be abandoned, existing to be removed, or existing to be protected. If the line(s) are to be cut and capped show the location of where they are to be cut.

36. The demolition plan shall include a complete BMP plans showing all BMPs and their locations and type of BMP.

37. After all street improvements have been installed the developer shall have all street striping, curb marking/painting, street signs, street legends, stop bars replaced.

38. Any disturbed monuments including benchmarks and property corners shall be reset.

39. For new sewer, gas and water service laterals the top of the curb shall be marked with the appropriate symbol over the location where the lateral crosses under the curb.

Traffic Impact Analysis

40. Provide a trash pick-up space, an ADA space and a commercial parking space for delivery vehicles along the Project frontage on National City Boulevard (Figure 2-4).

41. Provide a dedicated pick-up and drop-off area along the Project frontage on 'A' Avenue to accommodate 4 vehicles.

42. Provide a dedicated pick-up and drop-off area along the Project frontage on East 3rd Street to accommodate 8 vehicles.

43. Restripe existing parallel parking on the south side of East 3rd Street between 'A' Avenue and National City Boulevard to 60-degree angled parking to provide 18 parking spaces.

44. Restripe existing parallel parking on the east side of 'B' Avenue between East 2nd Street and East 3rd Street to 60-degree angled parking with a net gain of 11 spaces.

45. Restripe existing parallel parking on the north side of East 3rd Street between 'A' Avenue and 'B' Avenue to 60-degree angled parking with a net gain of 8 spaces.

46. Restripe existing parallel parking on the north side of East 3rd Street between 'B' Avenue and 'D' Avenue to 60-degree angled parking with a net gain of 8 to 10 spaces.

47. Restripe existing parallel parking on the east side of 'B' Avenue between East 3rd Street and East 4th Street within 800 feet of the school (if parking on the east curb of this segment is converted from the existing parallel to 60-degree angled parking with a net gain of 8 to 10 spaces.

48. Convert East 3rd Street from two-way travel to one-way westbound only travel between 'A' Avenue and National City Boulevard (Figure 11-1).

49. As shown on Figure 11-1, Bulb-outs will be provided on East 3rd Street at National City Boulevard, thus reducing the crossing distance from 48 feet to 16 feet, and at the northwest corner of 'A' Avenue and East 3rd Street.

50. As shown on Figure 11-1, High Visibility Crosswalks (HVC) will be provided by the Project at the National City Boulevard / East 2nd Street, 'A' Avenue / East 2nd Street, National City Boulevard / East 3rd Street and 'A' Avenue / East 3rd Street

intersections. This will provide an improved crossing for pedestrians in the vicinity of the school.

51. As shown on Figure 11-1, the intersections of 'A' Avenue/East 2nd Street and 'A' Avenue/ East 3rd Street will be upgraded from minor street Stop Control to All-Way Stop Control for pedestrian safety.

Fire

52. Plans submitted for improvements must comply with the 2022 edition of the California Fire Code (CFC), and the current editions of the National Fire Protection Association (NFPA), California Code of Regulations (CCR), and City of National City Municipal Codes.

53. Fire Sprinkler, Fire Alarm, Fire Protection Systems, and Fire Underground plans are to be directly submitted to the National City Fire Department under separate permit for review and permitting. Fees, along with three sets of plans including all "Cut Sheets and Calculations", shall be included upon submittal. Plan review shall be a 30-day plan review process or 21 working days. No over the counter plan reviews accomplished/no exceptions. It shall be unlawful to occupy any portion of the building or structure until the required fire detection, alarm and suppression system have been tested and approved.

54. Fire apparatus access roads shall comply with the requirements of this section (Section 5 CFC 2023) and shall extend to within 150 feet of **all** portions of the facility and **all** portions of the exterior walls of the first story of the building as measured by an **approved** route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. This comment shall apply to new residential structures.

55. The required width of emergency fire apparatus access roads shall not be **obstructed in any manner**, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.

56. The grade of any fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on Fire Department's apparatus.

57. Buildings or portions of buildings or facilities exceeding 30 feet in height measured vertically from the centerline of the street adjacent to the project above the lowest level of fire department vehicle access shall be provided with approved fire

apparatus access roads capable of accommodating fire department aerial apparatus.

58. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with approval of the fire code official

59. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

60. Aerial fire apparatus roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof

61. Fire hydrants to be located throughout the project as not to have a separation distance greater than 300 feet. Fire hydrants to be located within 300 feet of all locations which are roadway accessible. (Measurement starts from nearest existing fire hydrant to project)

62. The following items pertain to fire hydrants:

    a) Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.

    b) Fire hydrants shall be of a three outlet design.

63. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (four inches).

64. Fire hydrants to be marked by use of blue reflective marker in the roadway.

65. Upon submittal for an underground permit, the following shall be included:

    a) Data sheet for Back-Flows.

    b) Data sheets for Private and Commercial Hydrants

    c) Data sheets for Post Indicator Valves

Planning

66. Any events held at the campus, excepting normal school operations or Family Friday and Back to School Nights (as discussed in the staff report), shall be required to first obtain a Temporary Use Permit from the City Neighborhood Services Division.

67. Signage shall be installed at pick-up/drop-off locations along 'A' Avenue and East 3rd Street stating that no parking shall be permitted between the hours of 7 a.m. and 9 a.m. and between the hours of 2 p.m. and 4 p.m.

68. Any time-restricted parking and/or painted curb requests shall receive approval from the City of National City Traffic Safety Committee.

69. Any new wireless communications facilities shall require approval of a separate Conditional Use Permit.

70. In the case of decommission and/or demolition of the existing wireless communications facility at the site, no temporary wireless communications facility shall be permitted or installed without approval of (at minimum) a Temporary Use Permit process and any required right-of-way permits.

71. A six-foot opaque wall shall be installed on the north property line between the upper play area and the residential properties to the north.

Police

72. A lighting plan shall be submitted with permits for construction that includes coverage of all external areas accessible to passersby. The plan shall be consistent with NCMC 18.46 (Outdoor Lighting) and Crime Prevention Through Environmental Design (CPTED) recommendations. The plan shall be approved by the Police Department.

73. A security plan shall be submitted to the Planning Division that outlines all security measures to be implemented during operation of the school. The plan shall include details related to restricted access (e.g. gates, doors, etc.) during operational and non-operational hours, security cameras, security staffing and/or patrols, and any other security-related measures. The plan shall be approved by the Police Department.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 16, 2024, by the following vote:

AYES: CASTLE. MILLER. SANCHEZ. FORMAN

NAYS:

ABSENT: QUINONEZ. VALENZUELA

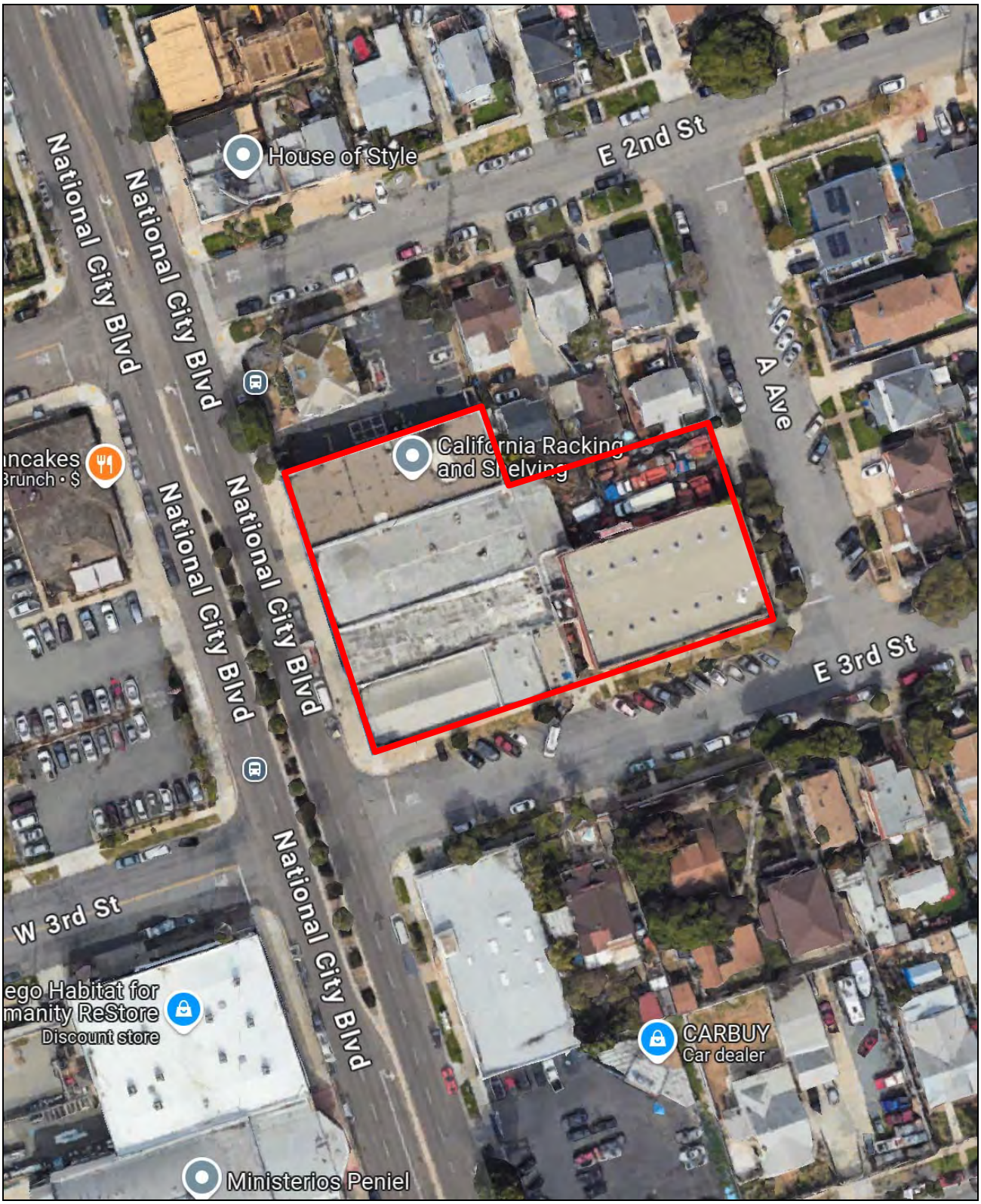
ABSTAIN:

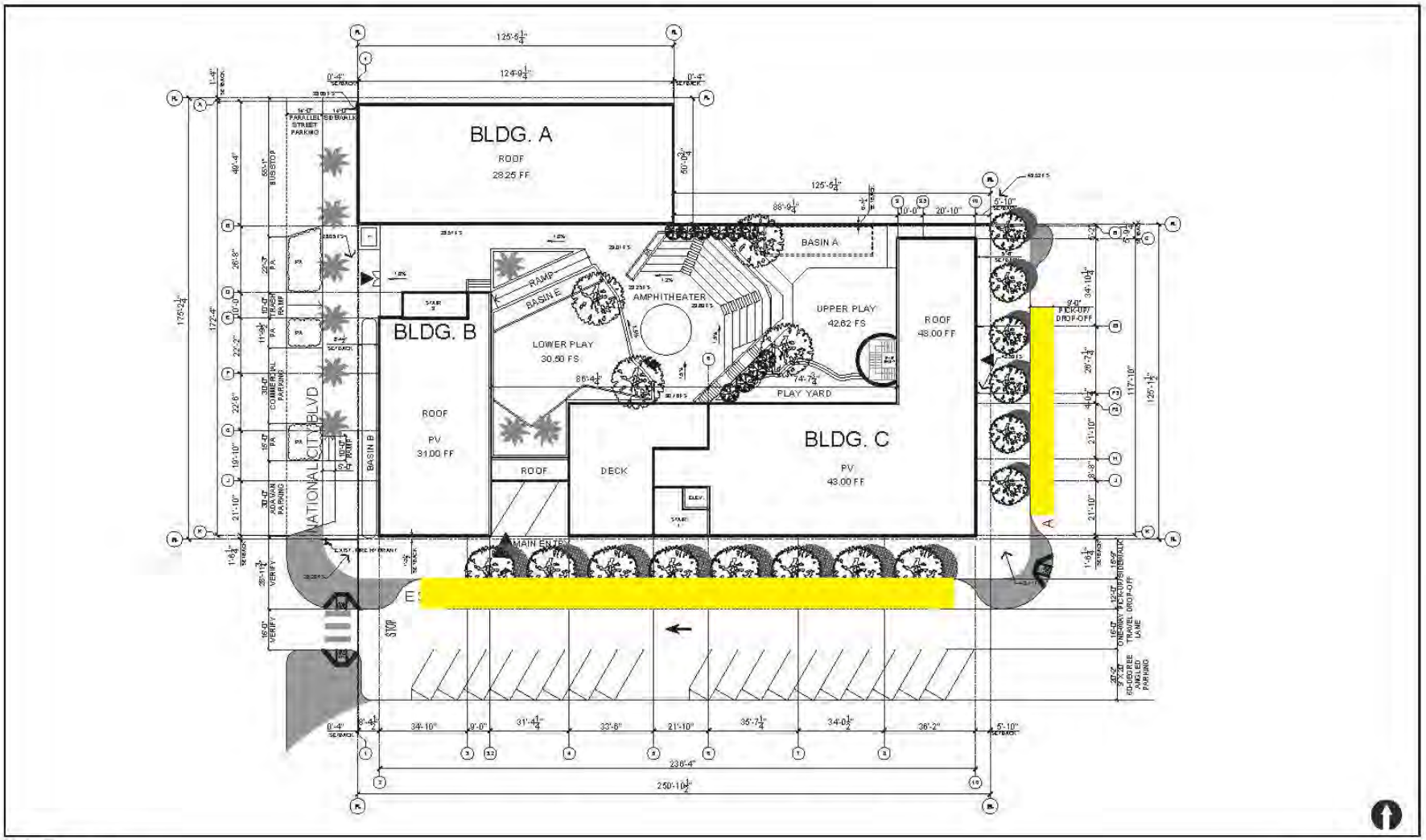
RECUSE: ARMENTA

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CHAIRPERSON

2023-14 CUP – 229-241 National City Blvd – Overhead





LLG N:\3383\Figures
Date: 05/03/24

Figure 2-4
Project Site Plan
INTEGRITY CHARTER SCHOOL

ATTACHMENT 3



PROJECT ADDRESS: 229 & 241 NATIONAL CITY BLVD, NATIONAL CITY, CA, 91950
CLIENT: INTEGRITY CHARTER SCHOOL
PROJECT MANAGER: AARON ANDERSON, NATIONAL CITY DEVELOPMENT, LLC
PROJECT ARCHITECT: JOSEPH MARTINEZ, PRINCIPAL ARCHITECT

SHEET INDEX

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PAGE 3	2ND LEVEL FLOOR PLAN
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PAGE 5	ROOF PLAN
PAGE 6	WEST AND SOUTH ELEVATIONS
PAGE 7	EAST AND NORTH ELEVATIONS
PAGE 8	WEST AND SOUTH COURTYARD ELEVATIONS
PAGE 9	EAST COURTYARD ELEVATIONS
PAGE 10	SECTIONS 1 AND 2
PAGE 11	SECTIONS 3 AND 4
PAGE 12	SECTIONS A AND B
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PAGE 14	SECTION E
PAGE 15	CONCEPTUAL LANDSCAPE PLAN
PAGE 16	CONCEPTUAL GRADING PLAN (SHEET 1)
PAGE 17	CONCEPTUAL GRADING PLAN (SHEET 2)
PAGE 18	SITE PHOTOS

DESIGN NARRATIVE:

Integrity Charter School -- *The design parti advances ancient principles of the Americas: Vibrant Colors juxtaposed to Monumental structures, the Oral Storytelling tradition as seen by the school's mascot (jaguar), the Axiality of Procession at the entries, the Harvesting of Water as presented in the bio-retention basins, and the celebration of Place in honor of the Campus Yard.*

MARTINEZ + CUTRI
URBAN STUDIO CORPORATION

Architecture Planning
Interiors Urban Design
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San Diego, CA 92101
Tel (619) 233-4857
Fax (619) 233-7417

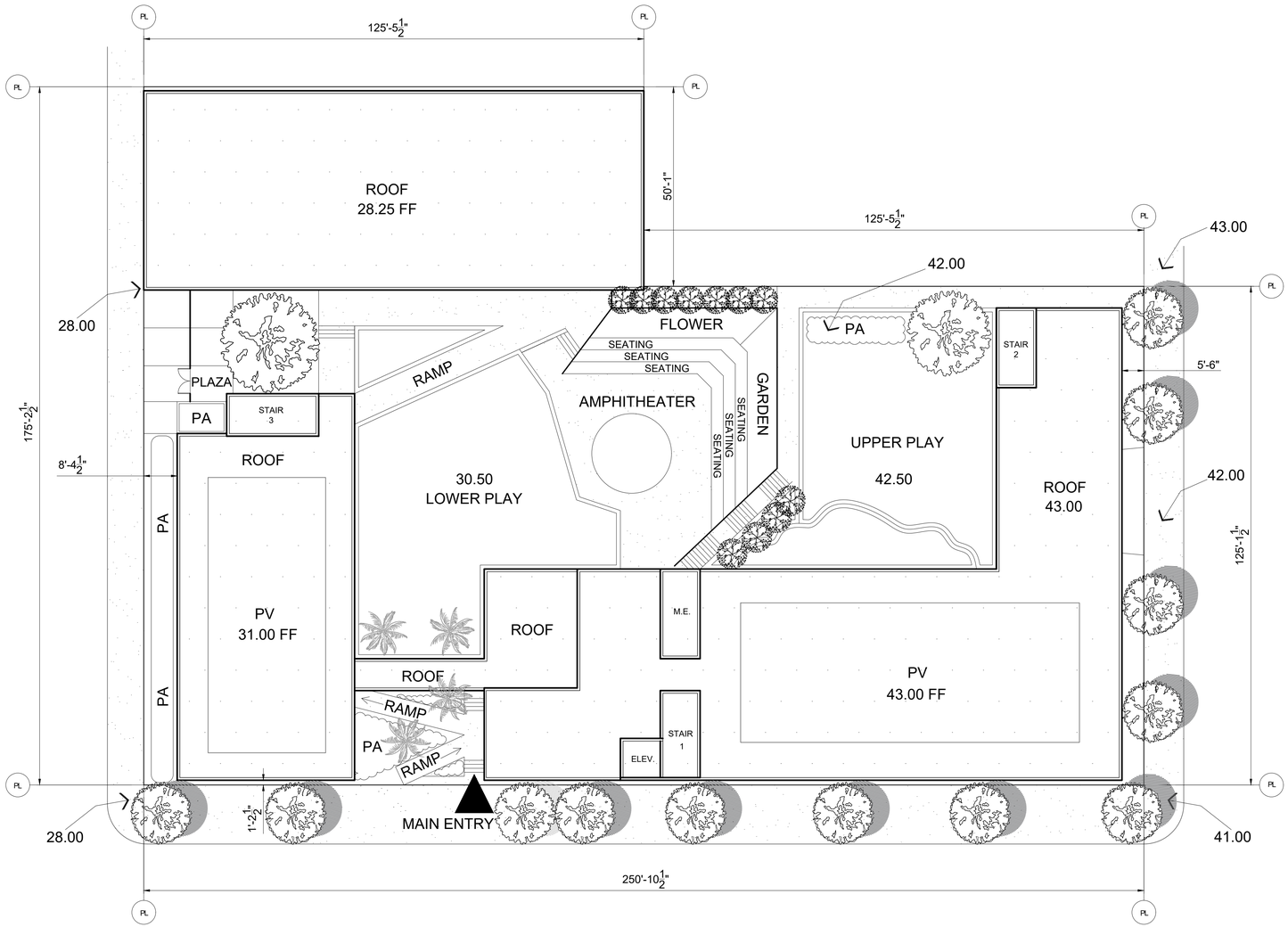
INTEGRITY CHARTER SCHOOL

NATIONAL CITY BLVD & E 3RD ST, NATIONAL CITY, CA 91950

COVER SHEET

SEPTEMBER 14, 2023

PROGRAM PHASE / CUP



SITE AREA:	37,650 SF (0.86 ACRE)
ZONE:	DOWNTOWN SPECIFIC PLAN ZONE 2, MXC - 2
TOTAL BUILDING AREA:	31,500 SF
TOTAL CLASSROOMS:	19 +2 SPECIALTY ROOMS
NUMBER OF LEVELS:	2 STORIES
OPEN SPACE (PLAY):	10,300 SF
ENROLLMENT:	400 STUDENTS
PARKING:	OFF SITE

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SITE PLAN

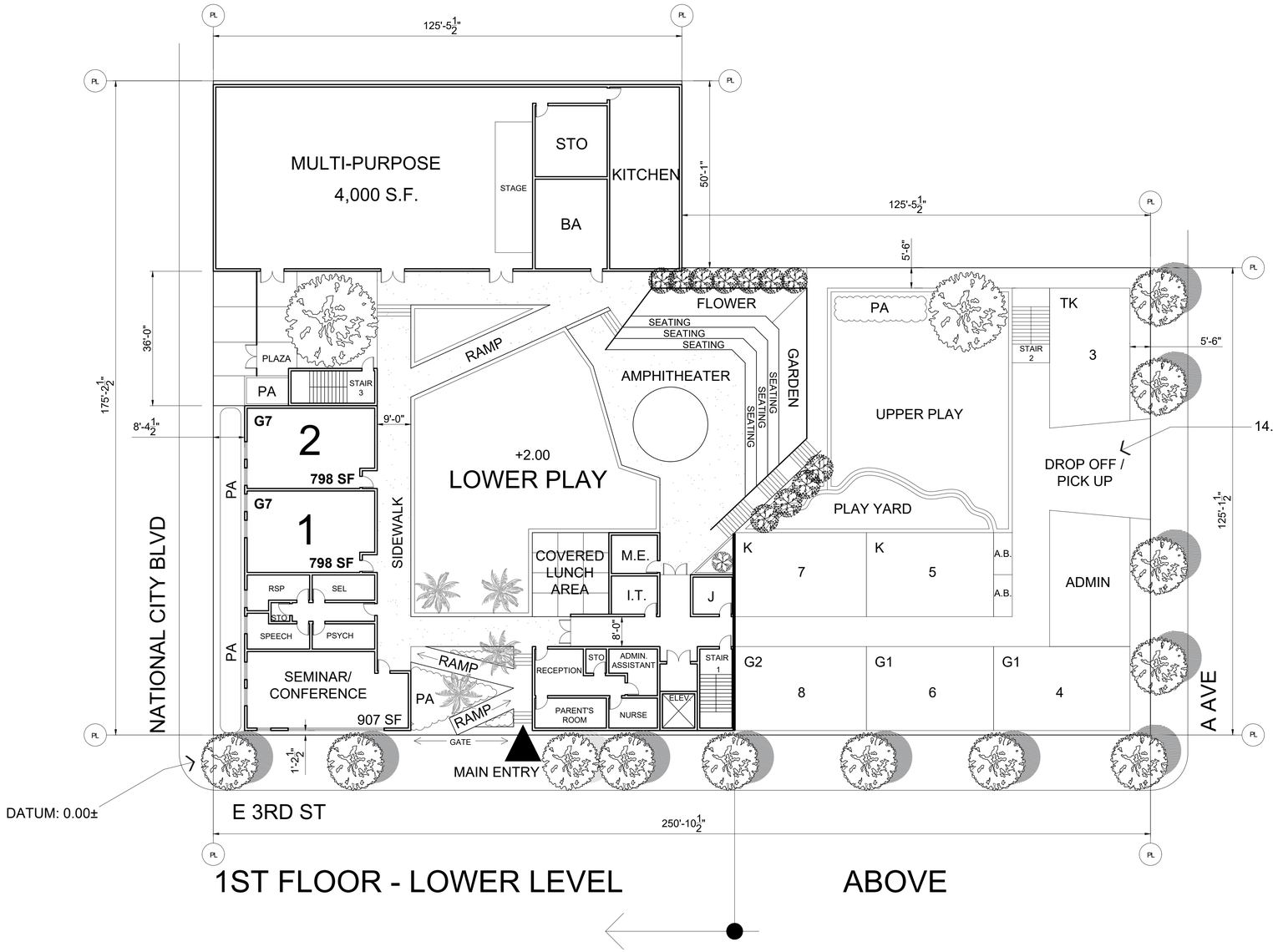
SCALE: 1/16" = 1'-0"

PROGRAM PHASE / CUP

SEPTEMBER 14, 2023

N

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LEGEND

TK: 3

Kindergarten: 5 , 7

1st Grade: 4, 6

2nd Grade: 8, 9

3rd Grade: 12, 13

4th Grade: 14 , 15

5th Grade: 17, 18

6th Grade: 16, 19

7th Grade: 1, 2

8th Grade: 10, 11

Total Enclosed Area: 31,500 SF
Total Classrooms: 19 and 2 Specialty Rooms

* BA = Bathroom (U.O.N. located inside classroom)
* A.B. = Adult Bathroom
* J = Janitor
* M.E. = Mechanical
* STO = Storage
* P.A. = Planting Area

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INTEGRITY CHARTER SCHOOL

NATIONAL CITY BLVD & E 3RD ST, NATIONAL CITY, CA 91950

1ST LEVEL FLOOR PLAN

SCALE: 1/16" = 1'-0"

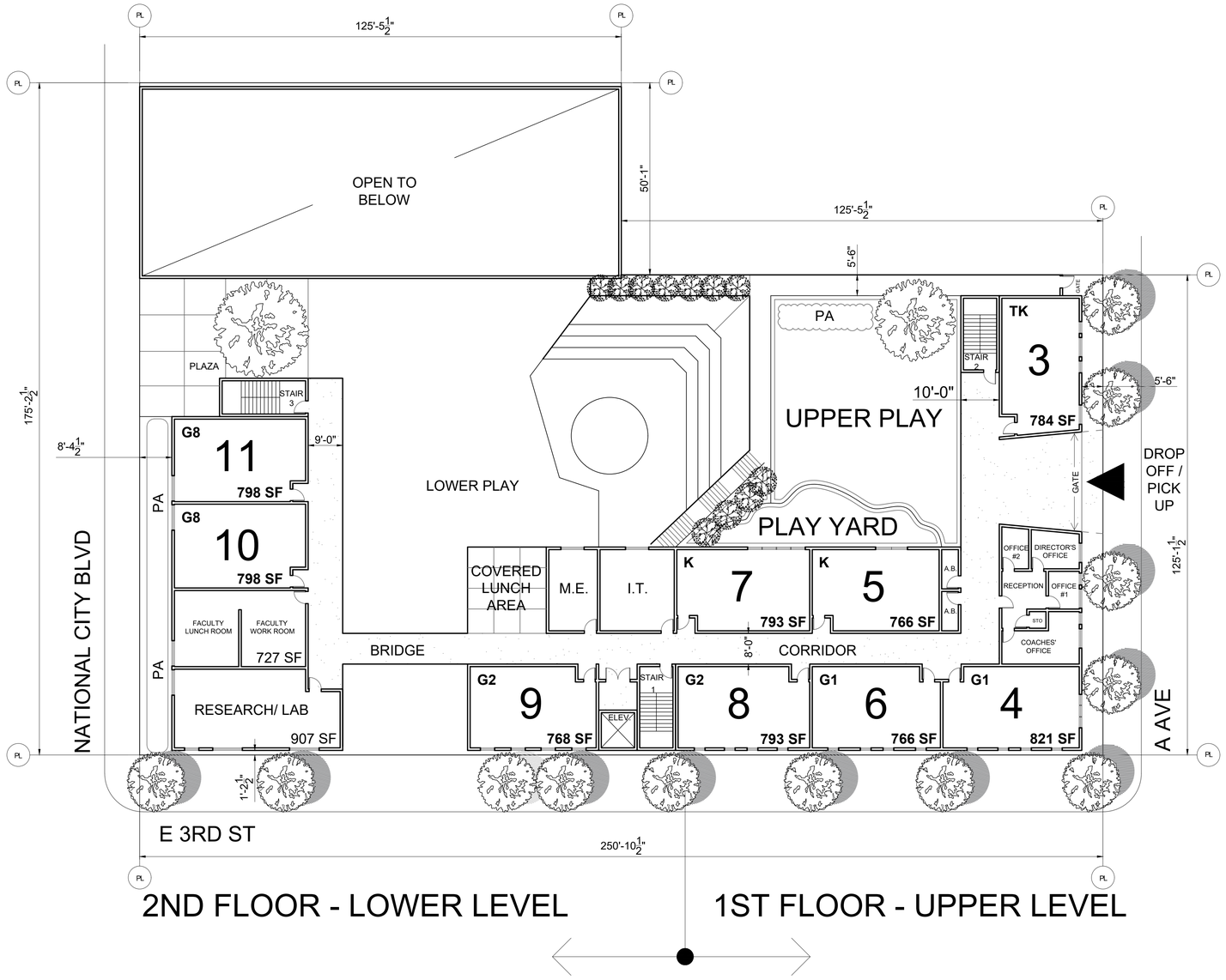
PROGRAM PHASE / CUP

PAGE 2

SEPTEMBER 14, 2023

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LEGEND

TK: 3

Kindergarten: 5 , 7

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2nd Grade: 8, 9

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INTEGRITY CHARTER SCHOOL

NATIONAL CITY BLVD & E 3RD ST, NATIONAL CITY, CA 91950

2ND LEVEL FLOOR PLAN

SCALE: 1/16" = 1'-0"

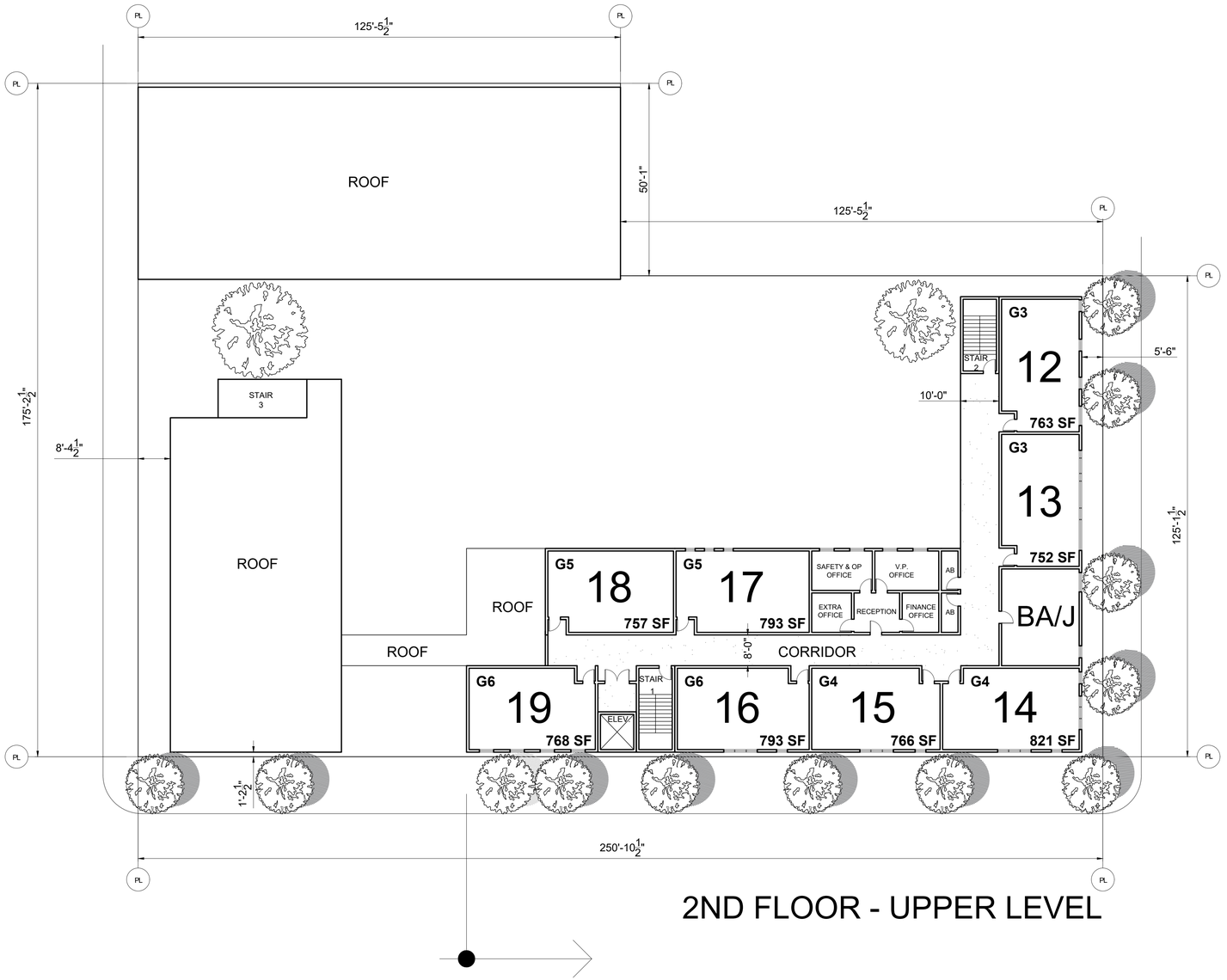
PROGRAM PHASE / CUP

PAGE 3

SEPTEMBER 14, 2023

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2ND FLOOR - UPPER LEVEL

LEGEND

TK: 3

Kindergarten: 5 , 7

1st Grade: 4, 6

2nd Grade: 8, 9

3rd Grade: 12, 13

4th Grade: 14 , 15

5th Grade: 17, 18

6th Grade: 16, 19

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8th Grade: 10, 11

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* A.B. = Adult Bathroom
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INTEGRITY CHARTER SCHOOL

NATIONAL CITY BLVD & E 3RD ST, NATIONAL CITY, CA 91950

3RD LEVEL FLOOR PLAN

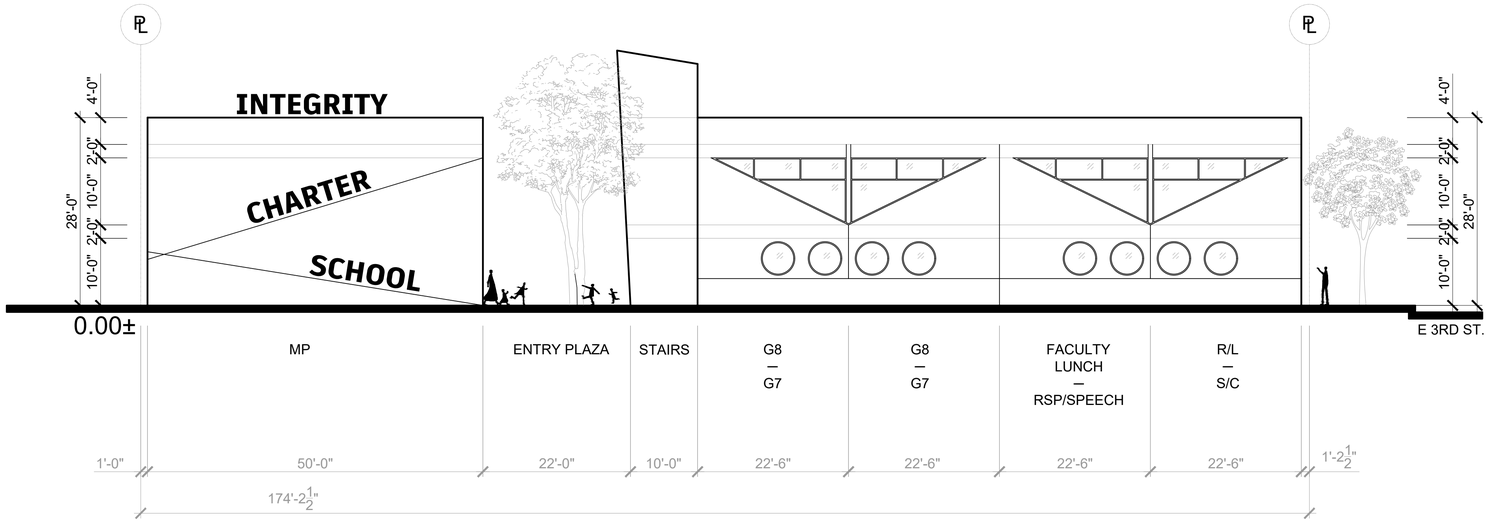
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PROGRAM PHASE / CUP

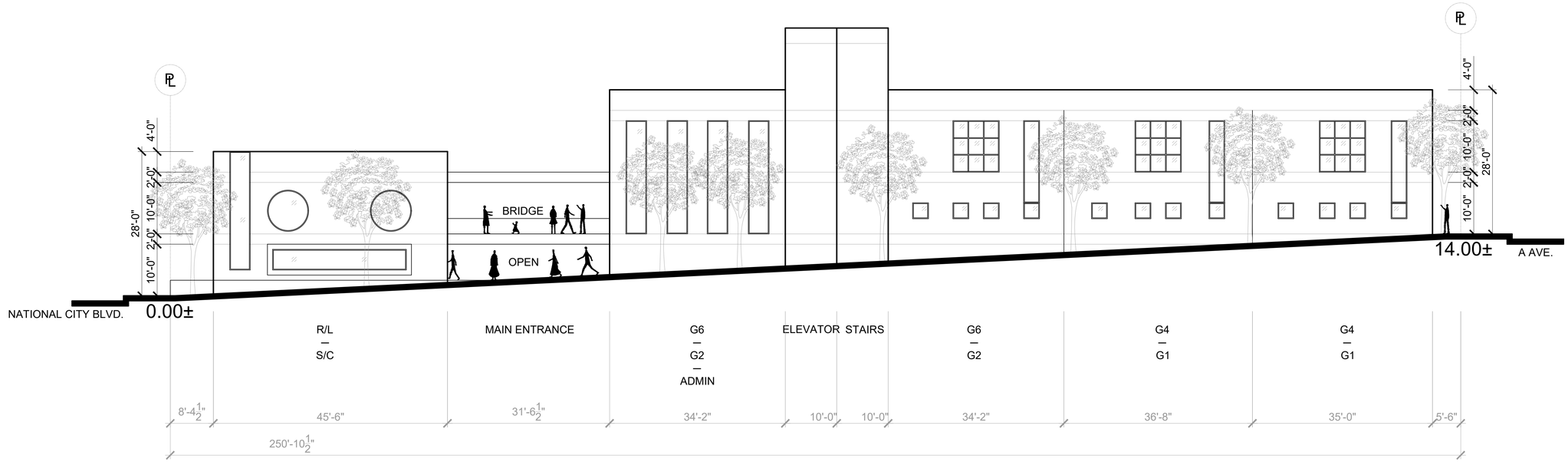
SEPTEMBER 14, 2023

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WEST ELEVATION



SOUTH ELEVATION

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INTEGRITY CHARTER SCHOOL

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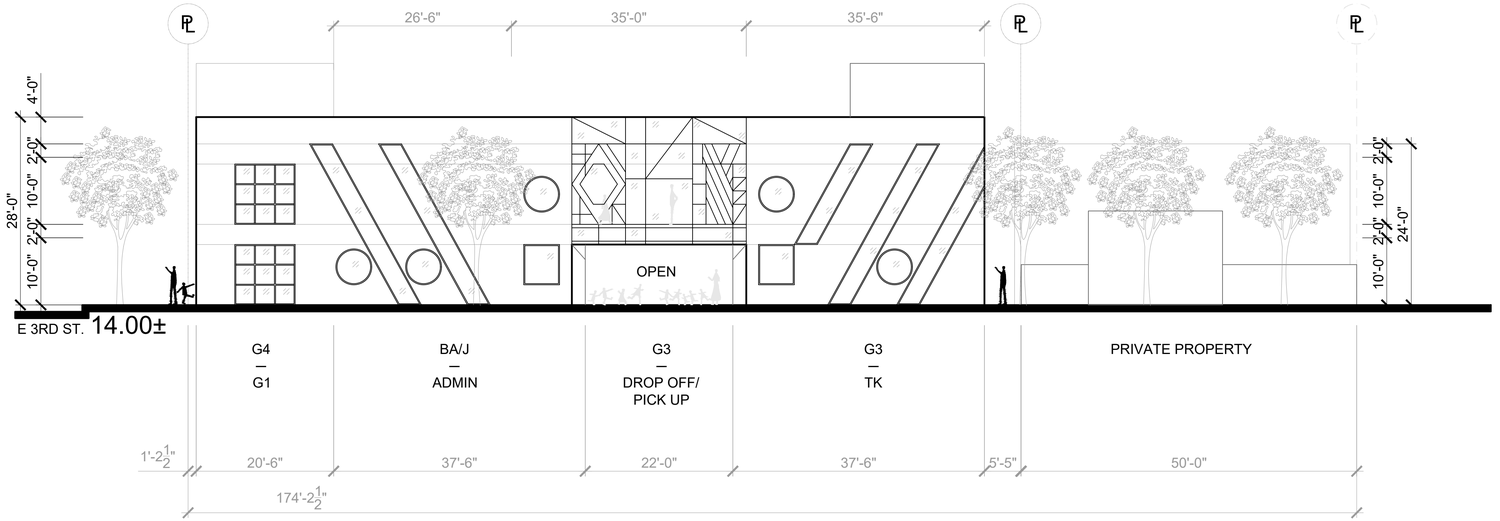
WEST AND SOUTH ELEVATIONS

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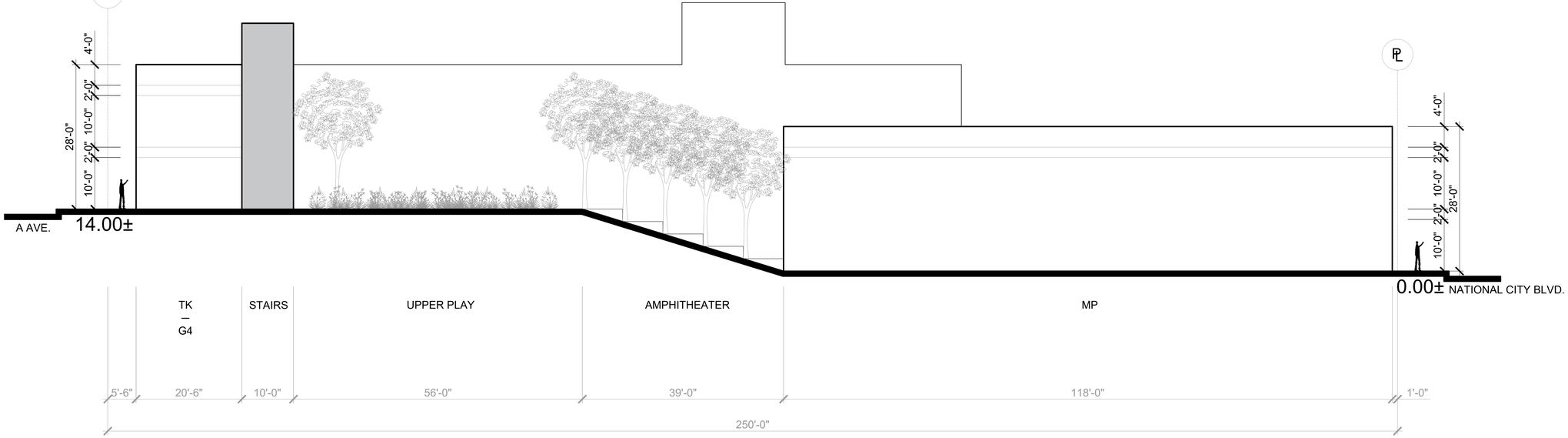
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EAST ELEVATION



NORTH ELEVATION

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EAST AND NORTH ELEVATIONS

SCALE: 3/32" = 1'-0"

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PAGE 7

SEPTEMBER 14, 2023



1ST FLOOR - LOWER LEVEL ABOVE

LANDSCAPE ARCHITECTS: DeLorenzo International, San Diego, CA



Gold Medallion Tree



Mexican Evergreen Oak



Mexican Sycamore



Royal Palm

A SPECIAL TREES



Foothill Palo Verde Tree



Guava Psidium Gavajava



Mexican Yellow Elder

B BACKGROUND TREES

Mexican Fleabane

Kangaroo Paw Flower

Bird of Paradise

Mexican Bird of Paradise



Vines



Burning Bush



Petunias 'Hybrida'



Agave Succulent

C SHRUBBERY









D GROUND COVER SUCCULENTS

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CONCEPTUAL LANDSCAPE PLAN

SCALE: 1/16" = 1'-0"

PROGRAM PHASE / CUP

PAGE 15

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TRANSPORTATION IMPACT ANALYSIS

INTEGRITY CHARTER SCHOOL

National City, California
August 30, 2024

LLG Ref. 3-24-3892

Prepared by:
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TRANSPORTATION IMPACT ANALYSIS

INTEGRITY CHARTER SCHOOL

National City, California
August 30, 2024

1.0 INTRODUCTION

Linscott, Law & Greenspan Engineers (LLG) has prepared this Transportation Impact Analysis (TIA) to assess the potential impacts to the street system as a result of the proposed Integrity Charter School in National City. This school is planned for a population of 440 students. The Project proposes to construct a school building at 241 National City Boulevard.

The traffic analysis presented in this report includes the following:

- Project Description
- Existing Conditions
- Analysis Approach and Methodology
- Substantial Effect Criteria
- Analysis of Existing Conditions
- Cumulative Traffic
- Trip Generation, Distribution, and Assignment
- Analysis of Near-Term Scenarios
- Pick-Up and Drop-Off Assessment
- CEQA Vehicle Miles Traveled (VMT) Assessment
- Active Transportation Review
- Parking
- Recommended Improvements
- Conclusions

2.0 PROJECT DESCRIPTION

2.1 Proposed School

The proposed 440-student Integrity Charter School will be located at 241 National City Boulevard in the City of National City, on the northeast corner of the National City Boulevard / 3rd Street intersection.

Figure 2–1 shows the Project vicinity. ***Figure 2–2*** shows a more detailed project area map.

2.2 Events

A sample of events at the school include the following:

- The school hosts a Family Friday event 8 times a year, lasting about 2 hours total. It is on a Friday and occurs in the morning during school. About 60 families are expected to attend this event
- Two (2) back to school nights are held during the year in the evening lasting about an hour. An average of about 10 families per classroom or 210 families are expected to attend.
- Some special events such as the winter concert are held off site.

The events described above occur less than once a month and are therefore infrequent.

2.3 Existing Schools

The proposed Integrity Charter School will replace two existing school buildings described below:

The existing Integrity Charter School at the northeast corner of the National City Boulevard / E 8th Street intersection. This school has grades 3-8 and caters to approximately 250 students. Grades K-2 for 120 students are held at the YMCA facility at the northwest corner of the D Avenue / E. 15th Street. These two school locations will be replaced by the proposed Project.

Figure 2–3 shows the locations of the existing Schools that will be replaced by the Proposed New School.

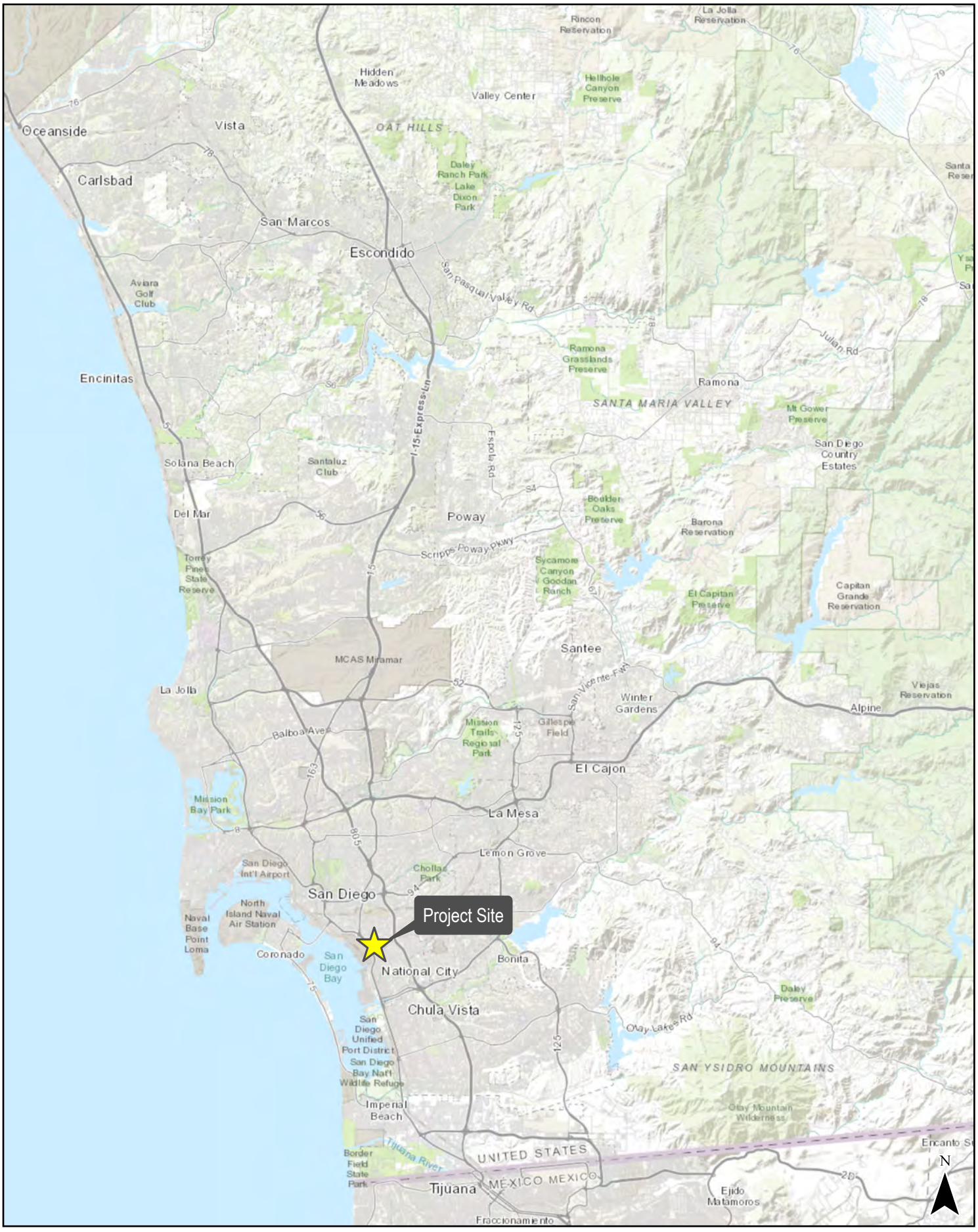
2.4 Project Site Plan

Figure 2–4 depicts the Project site plan. As shown on the site plan, the Project will provide the following pick-up and drop-off areas:

- West curb of A Avenue between 2nd Street and 3rd Street
- North curb of 3rd Street between National City Boulevard and A Avenue

The Project will also provide the following on the east curb of National City Boulevard along the School Frontage:

- A trash pick-up space on National City Boulevard
- An ADA space on National City Boulevard
- A commercial parking space for delivery vehicles on National City Boulevard



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SanGIS, Bureau of Land Management, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS

Figure 2-1
Vicinity Map



LLG

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Figure 2-2

Project Area Map

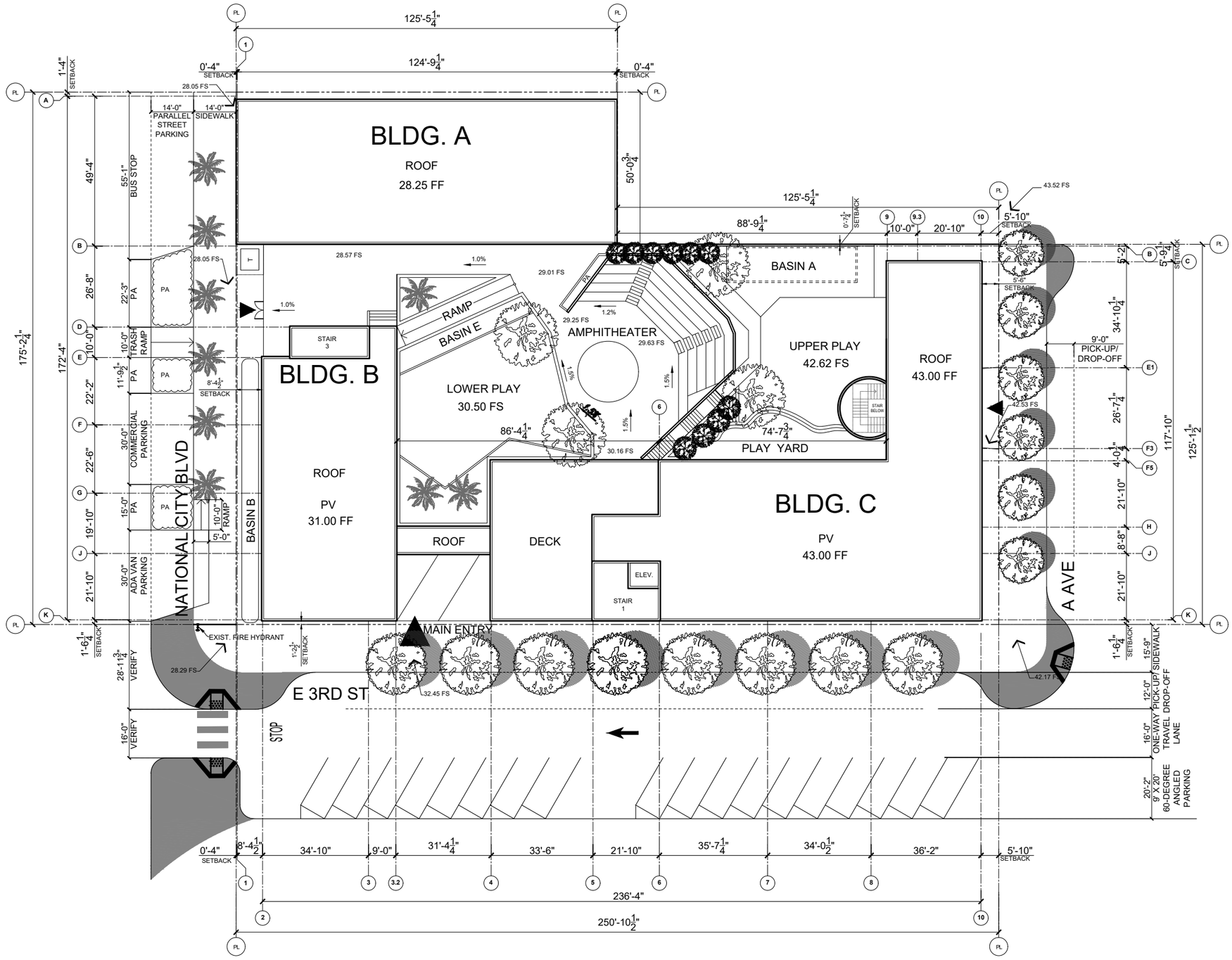


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Figure 2-3

Existing School Site Location



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Figure 2-4

Project Site Plan

3.0 EXISTING CONDITIONS

Effective evaluation of the traffic impacts associated with the proposed Project requires an understanding of the existing transportation system within the project area. ***Figure 3–1*** shows an existing conditions diagram, including signalized intersections and lane configurations.

3.1 Study Area

The study area includes the following intersections:

- Osborn Street / Division Street (Unsignalized)
- National City Boulevard & 2nd Street (Unsignalized)
- National City Boulevard & 3rd Street (Unsignalized)
- National City Boulevard & 8th Street (Signalized)
- A Avenue & 2nd Street (Unsignalized)
- A Avenue & 3rd Street (Unsignalized)

3.2 Existing Street Network

The following is a description of the existing street network in the study area.

National City Boulevard

National City Boulevard is classified as an arterial roadway per the *National City Circulation Element*. Currently, National City Boulevard is constructed as a 4-lane north-south divided roadway within the Project vicinity. Sidewalks are provided on both sides of the roadway. Bicycle facilities are not provided, and curbside parking is permitted intermittently on both sides of the roadway. The posted speed limit is 35 mph.

A Avenue

A Avenue is unclassified in the *National City Circulation Element*. Currently, A Avenue is constructed as a 2-lane north-south undivided roadway between 2nd Street and 3rd Street. The approximate curb-to-curb distance is 45-50 ft along the roadway. On-street parallel parking is permitted intermittently on both sides of the roadway. Approximately 4-5 ft wide sidewalks are provided on both sides of the road. There is no posted speed limit. No bike facilities are provided.

E. 2nd Street

E 2nd Street is unclassified in the *National City Circulation Element*. Currently, E 2nd Street is constructed as a 2-lane east-west undivided roadway between National City Boulevard and A Avenue. The approximate curb-to-curb distance is 40 ft along the roadway. On-street parallel parking is permitted on both sides of the roadway. Approximately 5 ft wide sidewalks are provided on both sides of the road. There is no posted speed limit. No bike facilities are provided.

E. 3rd Street

E 3rd Street is unclassified in the *National City Circulation Element*. Currently, E 3rd Street is constructed as a 2-lane east-west undivided roadway between National City Boulevard and A Avenue. The approximate curb-to-curb distance is 48 ft along the roadway. On-street parallel parking is permitted on the south side of the roadway, while diagonal parking is striped on the north side. Approximately 5 ft wide sidewalks are provided on both sides of the road. There is no posted speed limit. No bike facilities are provided.

E. 8th Street

E 8th Street is classified and constructed as a 4-lane east-west roadway between I-5 and National City Boulevard and as a 2-lane Collector between National City Boulevard and Highland Avenue. Between I-5 and National City Boulevard, E. 8th Street is approximately 62 feet wide with a raised median. Bike lanes are provided and parking is not permitted. The posted speed limit is 30 mph. Between National City Boulevard and Highland Avenue, on-street parallel parking is permitted intermittently on the north side of the roadway, while diagonal parking is striped on the south side. Approximately 7-8 ft wide sidewalks are provided on both sides of the road. The posted speed limit is 25 mph. Bike lanes are not provided.

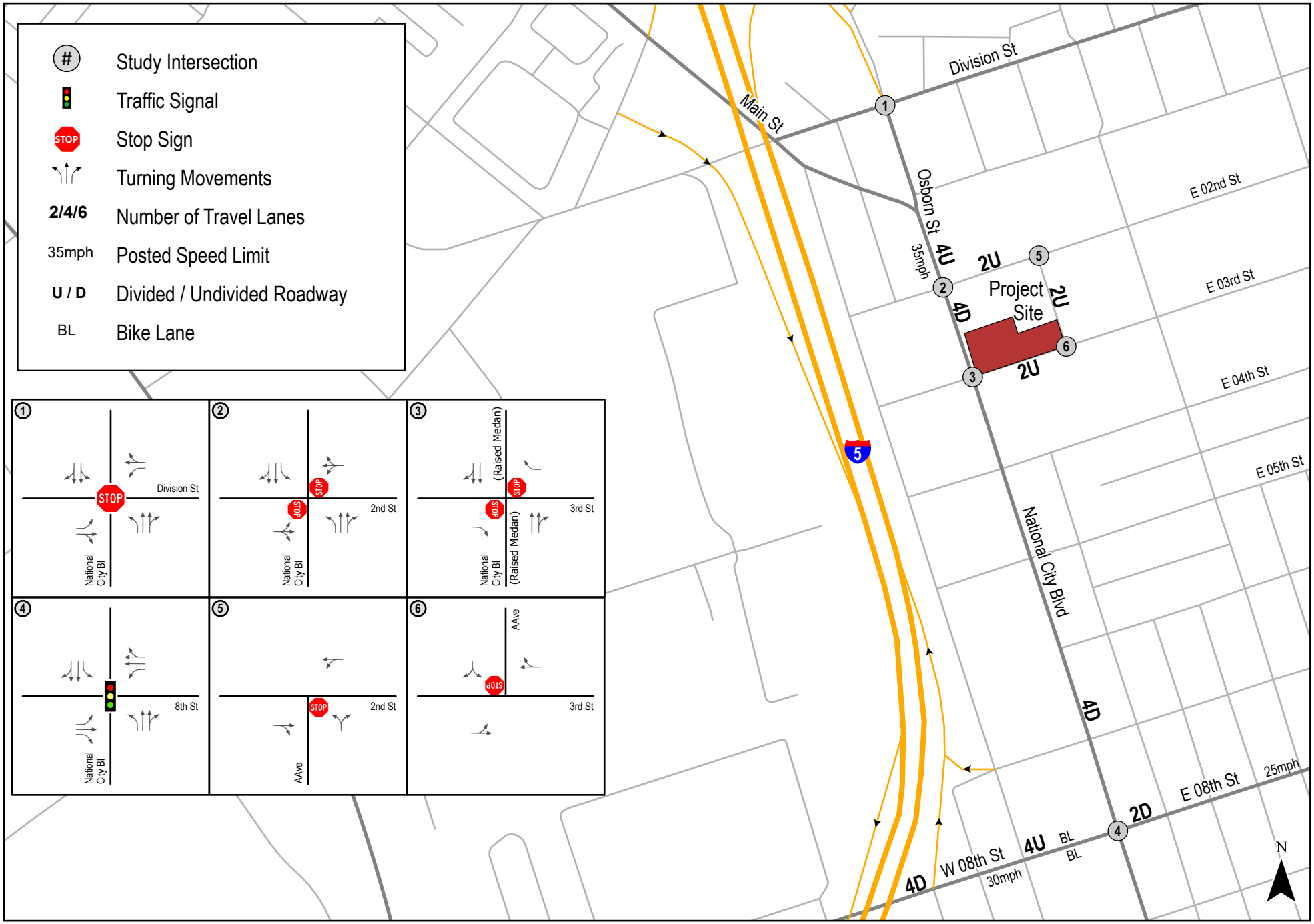
Division Street

Division Street is classified as a 2-Lane Collector roadway between Osborne Street and D Avenue in the *National City Circulation Element*. Currently, Division Street is constructed as an east-west 2-lane undivided roadway with a two-way left-turn lane. The curb-to-curb distance is approximately 50 ft. On-street parallel parking is permitted intermittently on both sides of the roadway. Approximately 4-5 ft wide sidewalks are provided on the north side of the roadway from Osborne Street / National City Boulevard to D Avenue and approximately 6-7 ft wide sidewalks are provided on the south side of the roadway. The posted speed limit is 30 mph. No bike facilities are provided.

3.3 Existing Traffic Volumes

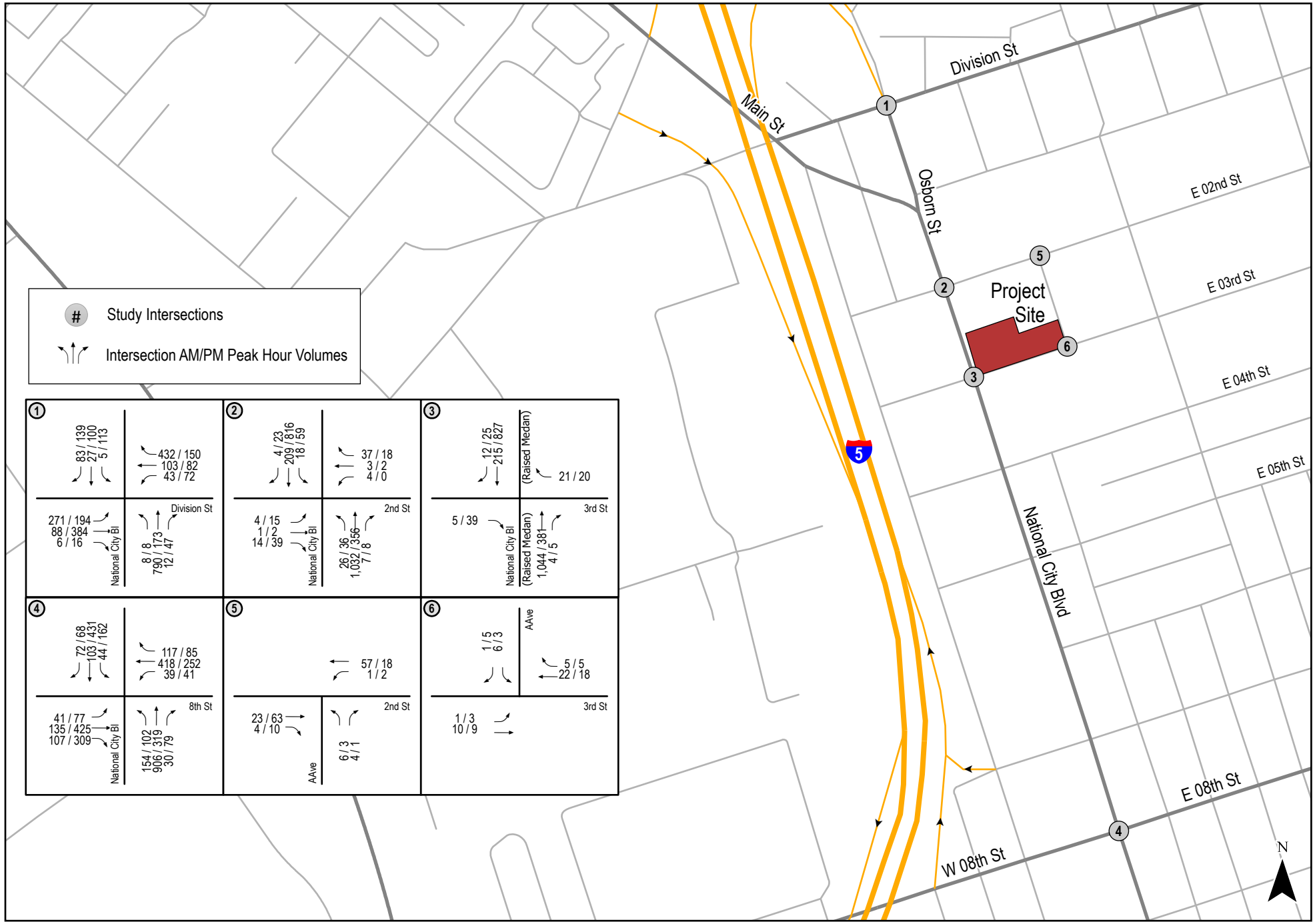
Peak hour (7:00-9:00 AM and 2:00-4:00 PM) intersection turning movement counts were conducted on Tuesday, March 12, 2024, and on Tuesday, April 23, 2024, within the Project study area.

Figure 3–1 shows an existing conditions diagram, including signalized/unsignalized intersections and lane configurations. ***Figure 3–2*** shows the Existing Traffic Volumes. ***Appendix A*** contains the manual count sheets.



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Figure 3-1
Existing Conditions Diagram
Integrity Charter School



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Figure 3-2
Existing Traffic Volumes
Integrity Charter School

4.0 ANALYSIS APPROACH AND METHODOLOGY

4.1 Methodology

Peak hour intersection analysis was performed to determine the potential effects of the Project on the roadway network. There are various methodologies used to analyze signalized intersections and unsignalized intersections.

The measure of effectiveness for intersection and segment operations is level of service (LOS) which denotes the operating conditions which occur at a given intersection or on a given roadway segment under various traffic volume loads. It is a qualitative measure used to describe a quantitative analysis taking into account factors such as roadway geometries, signal phasing, speed, travel delay, freedom to maneuver, and safety. LOS provides an index to the operational qualities of a roadway segment or an intersection. LOS designations range from A to F, with LOS A representing the best operating conditions and LOS F representing the worst. LOS designation is reported differently for signalized and unsignalized intersections, as well as for roadway segments.

In the Highway Capacity Manual (HCM 6), LOS for signalized intersections is defined in terms of delay. The LOS analysis provides results in seconds of delay expressed in terms of letters A through F. Delay is a measure of driver discomfort, frustration, fuel consumption, and lost travel time.

4.2 Signalized Intersections

Table 4–1 lists the criteria, which are based on the average control delay for any particular minor movement (unsignalized intersections) and overall intersection (signalized intersections). For signalized intersections, LOS criteria are stated in terms of the average control delay per vehicle for a 15-minute analysis period. Control delays include initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay.

LOS A describes operations with very low delay, (i.e. less than 10.0 seconds per vehicle). This occurs when progression is extremely favorable, and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.

LOS B describes operations with delay in the range 10.1 seconds and 20.0 seconds per vehicle. This generally occurs with good progression and/or short cycle lengths. More vehicles stop than for LOS A, causing higher levels of Average delay.

LOS C describes operations with delay in the range 20.1 seconds and 35.0 seconds per vehicle. These higher delays may result from fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.

TABLE 4–1
INTERSECTION LEVEL OF SERVICE DESCRIPTIONS

LOS	Description
A	Occurs when progression is extremely favorable, and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.
B	Generally, occurs with good progression and/or short cycle lengths. More vehicles stop than for LOS A, causing higher levels of average delay.
C	Generally, results when there is fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear in this level. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.
D	Generally, results in noticeable congestion. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volume-to-capacity ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
E	Considered to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths, and high volume-to-capacity ratios. Individual cycle failures are frequent occurrences.
F	Considered to be unacceptable to most drivers. This condition often occurs with over saturation i.e. when arrival flow rates exceed the capacity of the intersection. It may also occur at high volume-to-capacity ratios below 1.00 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing causes to such delay levels

TABLE 4–2
INTERSECTION LEVEL OF SERVICE (LOS) & DELAY RANGES

LOS	Delay (seconds/vehicle)	
	Signalized Intersections	Unsignalized Intersections
A	≤ 10.0	≤ 10.0
B	10.1 to 20.0	10.1 to 15.0
C	20.1 to 35.0	15.1 to 25.0
D	35.1 to 55.0	25.1 to 35.0
E	55.1 to 80.0	35.1 to 50.0
F	≥ 80.1	≥ 50.1

Source: Highway Capacity Manual 6.

LOS D describes operations with delay in the range 35.1 seconds and 55.0 seconds per vehicle. At level D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or higher v/c ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are frequent.

LOS E describes operations with delay in the range of 55.1 seconds to 80.0 seconds per vehicle. This is considered to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent occurrences.

LOS F describes operations with delay in excess of over 80.0 seconds per vehicle. This is considered to be unacceptable to most drivers. This condition often occurs with over-saturation (i.e., when arrival flow rates exceed the capacity of the intersection). It may also occur at high v/c ratios below 1.00 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing causes to such delay levels.

4.3 Unsignalized Intersections

For unsignalized intersections, LOS is determined by the computed or measured control delay and is defined for each minor movement. For All-Way-Stop-controlled (AWSC) intersections, the overall intersection delay is reported. For two-way-stop-controlled (TWSC) intersections, LOS is not defined for the intersection as a whole, but the worst-case movement (typically the minor street left-turn) delay and LOS are reported.

LOS F exists when there are insufficient gaps of suitable size to allow a side street demand to safely cross through a major street traffic stream. This LOS is generally evident from extremely long control delays experienced by side-street traffic and by queuing on the minor-street approaches. The method, however, is based on a constant critical gap size; that is, the critical gap remains constant no matter how long the side-street motorist waits.

LOS F may also appear in the form of side-street vehicles selecting smaller-than-usual gaps. In such cases, safety may be a problem, and some disruption to the major traffic stream may result. It is important to note that LOS F may not always result in long queues but may result in adjustments to normal gap acceptance behavior, which are more difficult to observe in the field than queuing.

5.0 SUBSTANTIAL EFFECT CRITERIA

National City uses the regionally adopted SANTEC/ITE Guidelines for the purposes of traffic impact analysis. National City considers LOS D as the minimum acceptable level of service.

A Project is considered to have a substantial effect if the new project traffic decreases the operations of surrounding roadways by a defined threshold. The defined thresholds shown in ***Table 5–1*** for intersections are based on published *San Diego Traffic Engineers' Council* (SANTEC) guidelines. If the project exceeds the thresholds in *Table 5–1*, then the project may be considered to have a substantial effect. A feasible improvement will need to be identified to return the substantial effect within the thresholds (pre-project + allowable increase) or the substantial effect will be considered unmitigable.

TABLE 5–1
LEVEL OF SERVICE THRESHOLDS

Level of Service (LOS) with Project	Allowable Increase in Delay [a] (sec.) Due to Project Impacts [b]
E & F [c]	2.0

Footnotes:

a. Delay = Average stopped delay per vehicle measured in seconds for intersections.
b. If a proposed project's traffic impacts exceed the values shown in the table, then the impacts are deemed "substantial." The project applicant shall identify "feasible mitigation measures" to achieve LOS D or better.
c. The acceptable Level of Service (LOS) standard for intersections in National City is LOS D. Hence, if the project maintains the level of service at LOS D, the impact is not considered substantial.

6.0 ANALYSIS OF EXISTING CONDITIONS

The analysis of existing conditions includes the assessment of the study area intersections using the methodologies described in *Section 4.0*. ***Table 6–1*** summarizes the existing peak hour intersection operations. As shown in *Table 6–1*, all study area intersections are calculated to currently operate at LOS D or better, except the following intersection:

- Osborn Street / Division Street (LOS F during the AM and LOS E during the PM peak hours)

Appendix B contains the Existing intersection analysis worksheets.

TABLE 6–1
EXISTING INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Delay[a]	LOS[b]
1. Osborn Street / Division Street	AWSC [c]	AM	**126.8**	**F**
		PM	**39.3**	**E**
2. National City Blvd / 2nd St	TWSC [d]	AM	24.0	C
		PM	31.9	D
3. National City Blvd / 3rd St	TWSC [d]	AM	14.6	B
		PM	12.7	B
4. National City Blvd / 8th St	Signal	AM	34.7	C
		PM	42.9	D
5. A Street / 2nd St	TWSC [d]	AM	9.0	A
		PM	9.2	A
6. A Street / 3rd St	TWSC [d]	AM	9.0	A
		PM	8.9	A

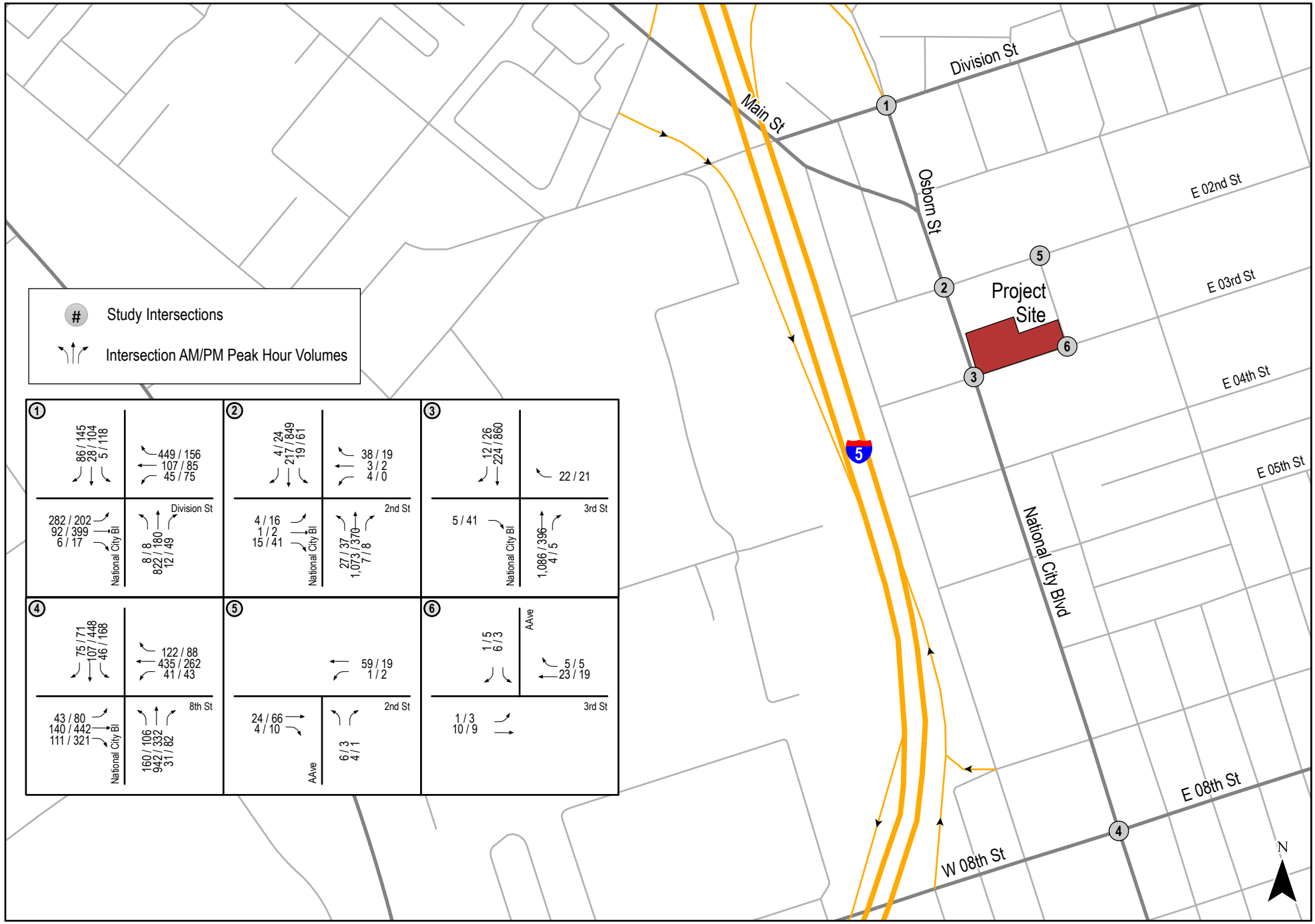
Footnotes:
a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. AWSC – All Way Stop Controlled intersection. Overall intersection delay and LOS reported.
d. TWSC – Two-Way Stop Controlled intersection. Minor Street Approach Delay and LOS reported.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 55.0	D	25.1 to 35.0	D
55.1 to 80.0	E	35.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

7.0 CUMULATIVE TRAFFIC

Cumulative projects are other projects in the study area that will add traffic to the local circulation system prior to the opening day of the Project. Based on discussions with City staff, no cumulative projects were identified in the Project vicinity. In lieu of the cumulative projects, a growth rate of 2% per year for two years was applied to the Existing traffic volumes to represent cumulative traffic volumes not captured in the counts.

Figure 7–1 shows the Opening Day 2026 without Project (Existing + Growth) traffic volumes.



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Figure 7-1
Opening Day 2026 without Project Traffic Volumes

8.0 TRIP GENERATION/DISTRIBUTION/ASSIGNMENT

The Project proposes the development of a 440-Student Charter School. Based on discussions with the City, it was decided to conduct a trip generation study at the existing Integrity Charter School at 701 National City Boulevard. The trip rates thus developed were used to estimate the trips generated by the proposed Project.

8.1 Existing School Trip Generation

The typical morning school bell is 7:40 am and the afternoon bell is at 2:40 pm. Counts were conducted at the existing school at 701 National City Boulevard on March 14, 2024, to determine the peak hour traffic. The week the counts were done was early dismissal week and the afternoon dismissal counts had to be conducted earlier, during the early release between 11:45 am and 1:30 pm. However, this traffic activity is similar to the regular dismissal at 2:40 PM.

This data is summarized in ***Table 8-1***. There are 250 students at this facility. Based on the data collected, the calculated AM peak hour trip rate is 1.13 per student with 56% inbound and 44% outbound trips and the PM peak hour (school bell) trip rate is 0.42 trips per student with 50% inbound and 50% outbound. These trip rates were compared to the SANDAG and ITE *Trip Generation* Manual School Trip rates and were determined to be comparable.

The existing school is moving from its existing location at 701 National City Boulevard to the proposed location at 241 National City Boulevard. Regionally, this is not a new school. However, for a conservative analysis, no credit was applied to the trip generation to account for the elimination of the existing school.

8.2 Trip Generation

Table 8–1 summarizes the trip generation of the existing school at 701 National City Boulevard. The Project trip generation based on the trip rates for the existing school is also summarized in *Table 8–1*. The Project is calculated to generate a total of 496 trips during the AM peak hour (278 inbound and 218 outbound), and 183 trips during the PM peak hour (92 inbound and 91 outbound).

TABLE 8–1
PROJECT TRIP GENERATION

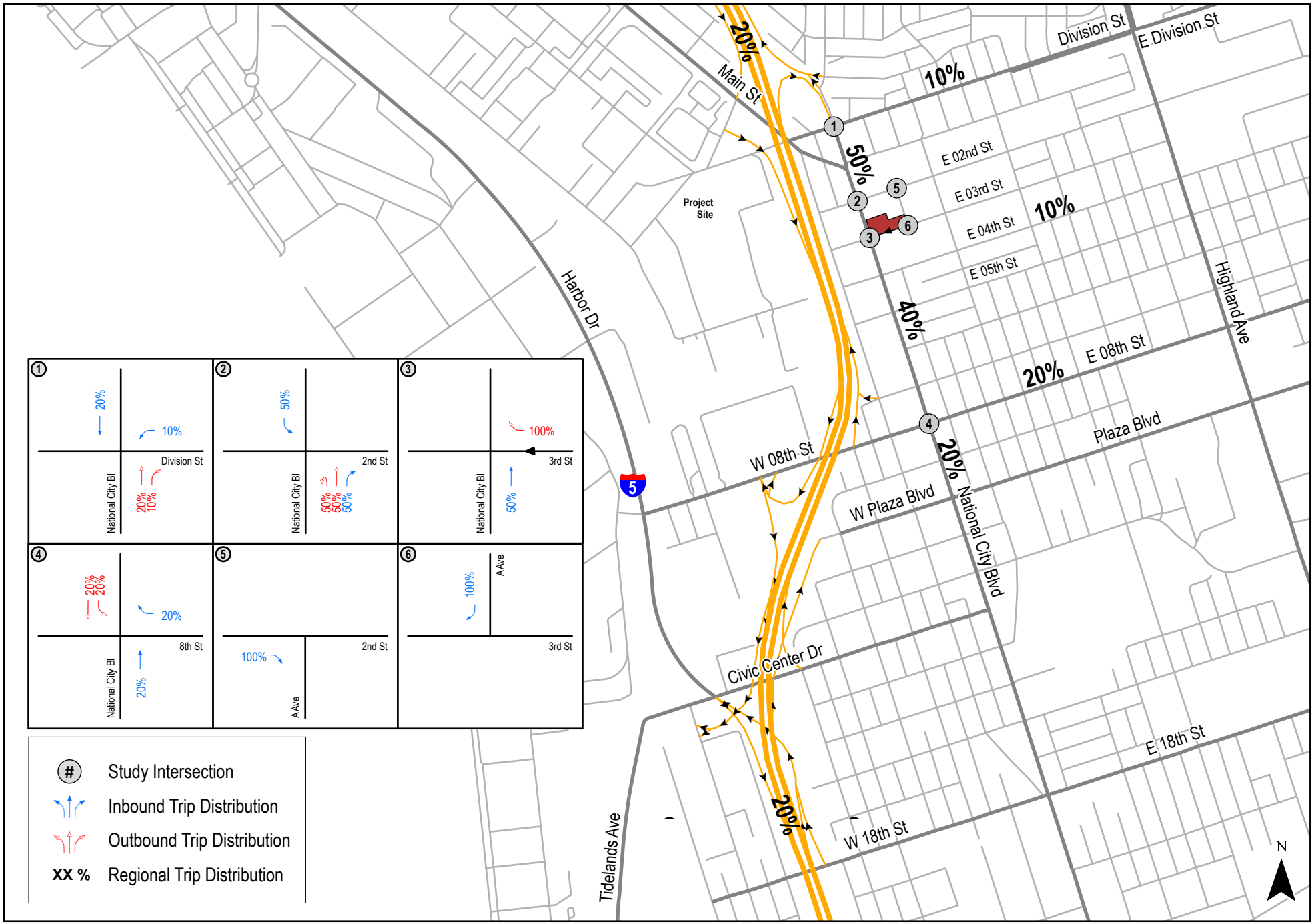
Integrity School	Size	AM Peak Hour (7:15 am to 8:15 am)					School PM Peak Hour (2:15 pm to 3:15 pm)				
		Rate	Split	In	Out	Total	Rate	Split	In	Out	Total
Existing	250 Students	1.13	56:44	157	125	282	0.42	50:50	52	52	104
Proposed	440 Students	1.13	56:44	278	218	496	0.42	50:50	92	91	183

General Note: Trip rates developed based on counts at the existing Integrity Charter School at 701 National City Boulevard.

8.3 Trip Distribution/Assignment

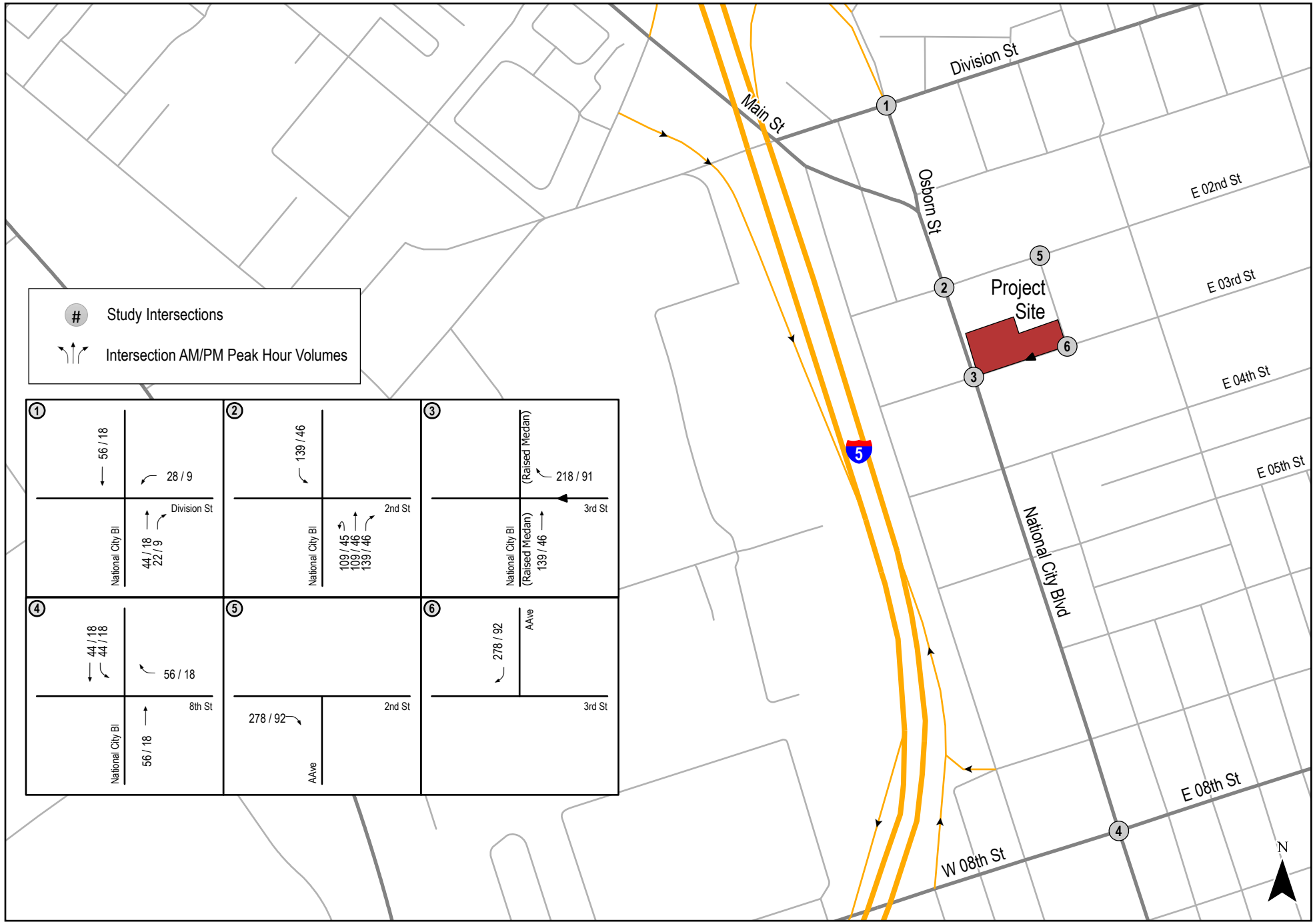
The zip code information of the students was obtained. Also, the direction from which traffic accessed the existing 701 National City Boulevard location was observed while traffic counts were obtained. The Project traffic was distributed based on the zip code information, the site location, the street network, access to I-5, existing traffic patterns in the area and anticipated traffic patterns to and from the site. The Project's regional distribution assumes 40% of trips oriented to/from the north and 40% to/from the south, and 20% local distribution.

Figure 8–1 depicts the Project traffic distribution. ***Figure 8–2*** depicts the Project traffic volumes. ***Figure 8–3*** depicts the Opening Day 2026 + Project traffic volumes.



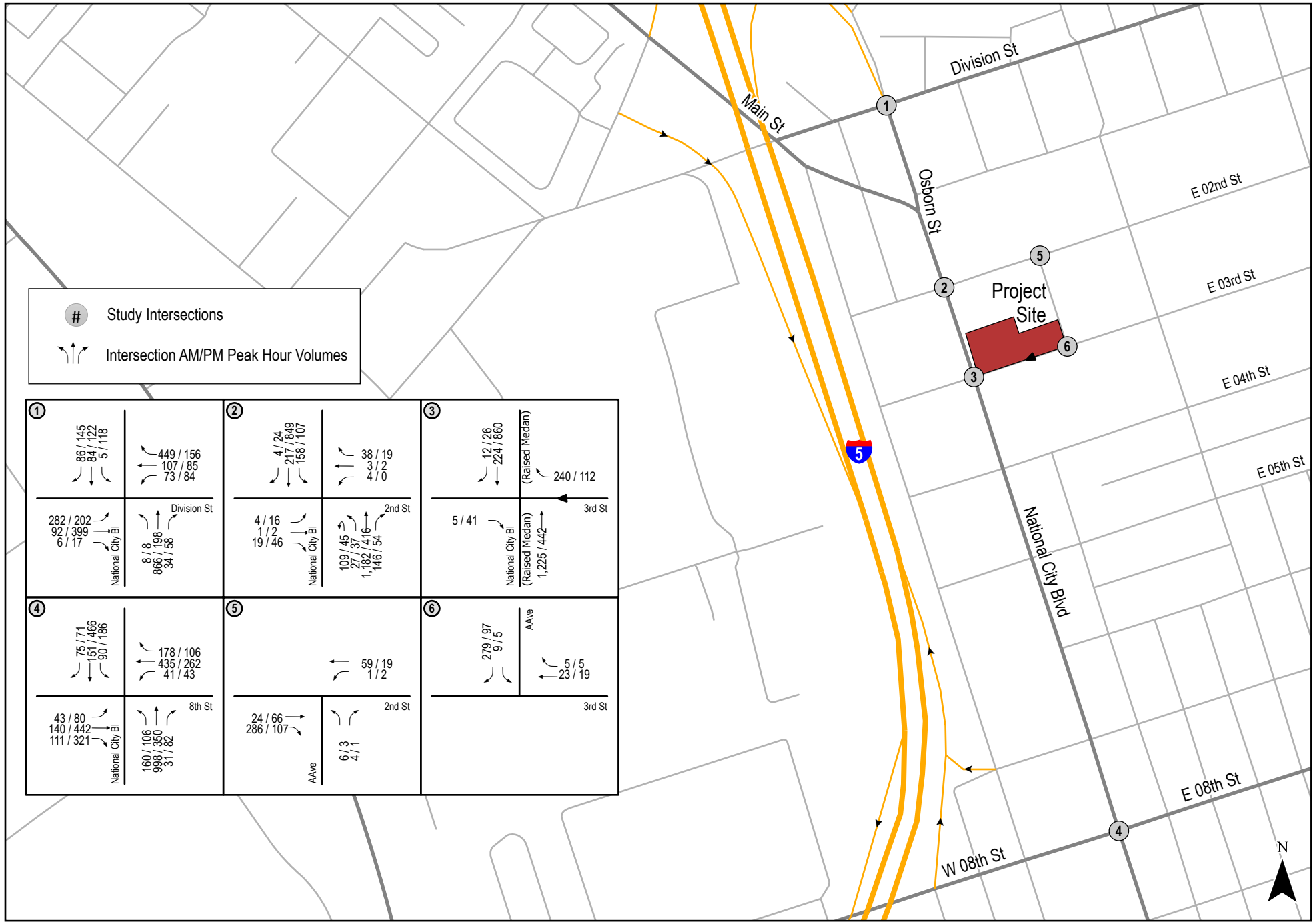
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Figure 8-1
Project Traffic Distribution
Integrity Charter School



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Figure 8-2
Project Traffic Volumes



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Date: 8/28/2024

Figure 8-3
Opening Day 2026 + Project Traffic Volumes
Integrity Charter School

9.0 ANALYSIS OF NEAR-TERM SCENARIOS

The following section presents the analysis of study area intersections under Near-Term conditions.

9.1 Opening Day 2026 without Project

Table 9–1 summarizes the Opening Day 2026 without Project intersection operations. As shown in *Table 9–1*, all the study area signalized and unsignalized intersections are calculated to operate at LOS D or better during both the AM and PM peak hours, except the following intersections:

- Osborn Street / Division Street (LOS F during the AM and LOS F during the PM peak hours)
- National City Boulevard / 2nd Street (LOS E during the PM peak hour)

Appendix C contains the Opening Day 2026 without Project intersection analysis worksheets.

9.2 Opening Day 2026 with Project

Table 9–1 summarizes the Opening Day with Project intersection operations. As shown in *Table 9–1*, with the addition of Project traffic, all the study area signalized and unsignalized intersections are calculated to operate at LOS D or better during both the AM and PM peak hours, except the following intersections:

- Osborn Street / Division Street (LOS F during the AM and LOS F during the PM peak hours)
  The increase in delay due to the Project at the Osborn Street / Division Street intersection exceeds the allowable threshold of 2 seconds. Therefore, the Project has a substantial effect at this intersection.

- National City Boulevard / 2nd Street (LOS F during the AM and PM peak hours)
  The Minor street left turn is calculated to operate at LOS F during the AM and PM peak hour at the National City Boulevard / 2nd Street intersection. However, the minor street left volumes are low and the Project does not add any traffic to this movement. Hence the Project does not have a substantial effect at this intersection. Furthermore, side street traffic can divert to the traffic signals at 1st Street or 4th Street to avoid longer delays.

- National City Boulevard / 3rd Street (LOS F during the AM peak hour)
  Northbound I-5 is severely congested in the morning and National City Boulevard is used by cut-through traffic to avoid I-5 during the AM peak period. This contributes to congestion on National City Boulevard. This intersection is fully improved with a landscaped median, which restricts traffic to right turns in and out.

  The Project proposes to construct curb extensions and high visibility crosswalks at the intersection to enhance pedestrian safety and access as an offset to the reduction in vehicular level of service. These types of improvements are consistent with National City General Plan policies that encourage new development to contribute to improving walkability and creating complete streets.

These improvements will benefit vulnerable users such as school-age children. ***Appendix D*** contains the Opening Day with Project intersection analysis worksheets.

TABLE 9–1
NEAR-TERM INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Opening Day 2026 Without Project		Opening Day 2026 With Project		Substantial Effect?
			Delay	LOS	Delay	LOS	
1. Osborn Street / Division St	AWSC [c]	AM	**145.1**	**F**	**177.2**	**F**	**Yes**
		PM	**46.3**	**E**	**52.0**	**F**	**Yes**
2. National City Blvd / 2nd St	TWSC [d]	AM	25.7	D	**312.6**	**F**	No [e]
		PM	**37.0**	**E**	**75.7**	**F**	No [e]
3. National City Blvd / 3rd St	TWSC [d]	AM	15.1	C	**55.6**	**F**	No [f]
		PM	13.0	B	13.0	B	No
4. National City Blvd / 8th St	Signal	AM	36.0	D	40.0	D	No
		PM	44.6	D	44.8	D	No
5. A Street / 2nd St	TWSC [d]	AM	9.2	A	10.3	B	No
		PM	9.2	A	9.5	A	No
6. A Street / 3rd St	TWSC [d]	AM	9.0	A	15.3	C	No
		PM	8.9	A	9.3	A	No

Footnotes:

a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. AWSC – All Way Stop Controlled intersection. Overall intersection delay and LOS reported.
d. TWSC – Two-Way Stop Controlled intersection. Minor Street approach delay and LOS reported.
e. The minor street delay and LOS is reported. However, the Project does not add any traffic to this movement and hence the Project does not have a substantial effect at that intersection.
f. The Project is providing pedestrian enhancements to offset a reduction in vehicular level of service. See text for a detailed explanation.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 55.0	D	25.1 to 35.0	D
55.1 to 80.0	E	35.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

General Note:

Bold indicates potential substantial effect due to Project traffic.

10.0 PICK-UP & DROP-OFF ASSESSMENT

The Project proposes two Pick-Up and Drop-Off areas along the frontage of the School, one on the west curb of A Avenue and the other on the north curb of 3rd Street as shown in *Figure 2-4*.

Pick-Up and Drop-Off on A Avenue

The Pick-Up and Drop-Off lane on A Avenue is 9 feet wide and is approximately 100 feet long and can accommodate 4 vehicles at a time.

Pick-Up and Drop-Off on 3rd Street

The Pick-Up and Drop-Off lane on 3rd Street is 12 feet wide and is approximately 200 feet long. This location can accommodate approximately 8 vehicles at a time.

The two locations described above can accommodate a total of 12 vehicles at a time. This space can be used for on-street parking for the rest of the day when parents are not picking up or dropping off their children. Suitable signs should be posted to this effect.

11.0 TRAFFIC CIRCULATION AND PARKING

11.1 Traffic Circulation

11.1.1 *Circulation Improvements*

It is proposed to modify circulation on 3rd Street between National City Boulevard and A Avenue from two-way travel to one-way westbound only travel (***Figure 11-1***). This will allow for modifying parking from parallel to diagonal on the south curb and a pick-up / drop-off lane on the north curb of 3rd Street. The following benefits will occur due to these improvements:

- Traffic to the pick-up and drop-off area will be required to approach from the east and continue west after dropping off / picking-up children at the school, which reduces conflicts with opposing traffic.
- There will be no need for drivers to attempt illegal U-turns to access the Pick-Up / Drop-Off area as is frequently seen at other schools due to the one-way circulation system.

11.1.2 *Pedestrian Improvements*

Pedestrian improvements such as sidewalk bulb-outs will be provided by the Project on 3rd Street at National City Boulevard and at A Avenue. Stops signs will be installed on 2nd Street and 3rd Street at A Avenue. Also, High Visibility Crosswalks (HVC) will be provided by the Project at the National City Boulevard / 2nd Street, A Avenue / 2nd Street, National City Boulevard / 3rd Street and A Avenue / 3rd Street intersections. The following benefits will occur due to these improvements:

- The bulb-outs on 3rd Street at National City Boulevard will reduce the pedestrian crossing distance from 48 feet to 16 feet, making it easier to cross.
- The bulb-outs will also serve as a traffic calming measure and improve line-of-sight between pedestrians waiting to enter the crosswalk and drivers.
- The proposed HVC will improve driver awareness of designated school crosswalks.
- With one-way traffic, pedestrians only have to watch for traffic in one direction. This will provide an improved crossing for pedestrians in the vicinity of the school.
- Upgrading the intersections of A Avenue/2nd Street and A Avenue/3rd Street to include All-Way Stop Control will require traffic to Stop and look for students crossing the street on their way to/from school.

11.2 Parking

The Project will not provide parking for the school onsite as permitted by Assembly Bill 2097, which prohibits public agencies from imposing minimum off-street parking requirements for development projects located within ½ mile of a major transit stop.

Parking will be available at the existing Integrity school at 701 National City Boulevard, located 4 blocks away. However, the availability of parking at the existing 701 National City Boulevard facility is not guaranteed in perpetuity. Therefore, a parking occupancy study was conducted in the vicinity of

the Project site to determine the availability of on-street parking in the vicinity of the proposed School site.

11.2.1 *Parking Supply / Demand Study*

The Parking Study Area includes the following streets shown in ***Figure 11-2***.

- **National City Boulevard** between 2nd Street and 3rd Street (east curb only)
- **A Avenue** between 2nd Street and 3rd Street
- **B Avenue** between 2nd Street and 3rd Street
- **D Avenue** between 2nd Street and 3rd Street
- **2nd Street** between National City Boulevard and D Avenue
- **3rd Street** between National City Boulevard and D Avenue

Accessible spaces are striped and clearly indicated in this study area. Accessible spaces are provided on 2nd Street between National City Boulevard and B Avenue, and on 3rd Street between National City Boulevard and A Avenue. A total of 4 accessible spaces are provided on these two streets. On A Avenue between 2nd Street and 3rd Street and on 3rd Street between National City Boulevard and A Avenue, there are marked diagonal parking spaces. The remaining parking spaces are for parallel parking and are unmarked. An inventory of available parking spaces within the study area was conducted. The available parking was found to be 230 spaces including 5 accessible spaces.

Table 11-1 summarizes the parking occupancy counts of the parking study area listed above. Parking occupancy counts were conducted Tuesday, April 30th and Thursday, May 2nd, 2024, every 30 minutes between 7:30 am and 4:00 pm. As seen in *Table 11-1*, the maximum occupied spaces is 168 and 169 on Tuesday, April 30th and May 2nd, respectively. Therefore, more than 60 curb spaces are available for parking between 7:30 AM and 4:00 PM. Hence, adequate parking should be available for school staff, visitors and local residents within ¼ mile of the school.

Appendix E includes the raw parking occupancy counts.

11.2.2 *Recommendations to Increase Parking Supply*

In order to increase the parking supply in the Project vicinity, there are opportunities to convert parallel parking to diagonal parking. *Figure 11-1* depicts the changes to the existing parking on the following streets:

- Modify the parallel parking on the east curb of B Avenue from parallel to diagonal. A net of 8 spaces will be gained.
- Modify the parallel parking on the south curb of 3rd Street between National City Boulevard and A Avenue from parallel to diagonal. Also eliminate all parking on the north curb of 3rd Street between National City Boulevard and A Avenue. A net of 4 spaces will be lost due to this change and the two-way traffic on this section of 3rd Street will be modified to one-way westbound only.

- Modify the parallel parking on the north curb of 3rd Street between A Avenue to B Avenue from parallel to diagonal. A net of 11 spaces will be gained.

11.2.3 *Future Parking*

While there will be some loss in parking due to the proposed Pick-Up and Drop-Off areas for the school on A Avenue and 3rd Street, and converting the existing two-way traffic to one-way westbound on 3rd Street between A Avenue and National City Boulevard, the proposed parking plan will ultimately result in a net gain of 10 on-street parking spaces in the vicinity of the school, as shown in *Figure 11-1*. Following is a summary of the loss and gain in parking on the various streets:

Loss

1. **Four (4)** spaces on 3rd Street between National City Boulevard and A Avenue (due to the proposed pick-up / drop-off areas)
2. **Five (5)** spaces on A Avenue between 2nd Street and 3rd Street (due to the proposed pick-up / drop-off).

Gain

1. **Eight (8)** spaces on 3rd Street between A Avenue and B Avenue (converting parking on the north side of the block from the existing parallel parking to diagonal parking)
2. **Eleven (11)** spaces on B Avenue between 2nd Street and 3rd Street (converting parking on the east side of the block from the existing parallel parking to diagonal parking)

Other Opportunities to Increase Parking Supply

1. Potential gain of 8-10 spaces on 3rd Street between B Avenue and D Avenue alignment within 800 feet of the school (if parking on the north curb of this segment is converted from the existing parallel parking to diagonal parking)
2. Potential gain of 8-10 spaces on B Avenue between 3rd Street and 4th Street within 800 feet of the school (if parking on the east curb of this segment is converted from the existing parallel parking to diagonal parking)

Net Gain

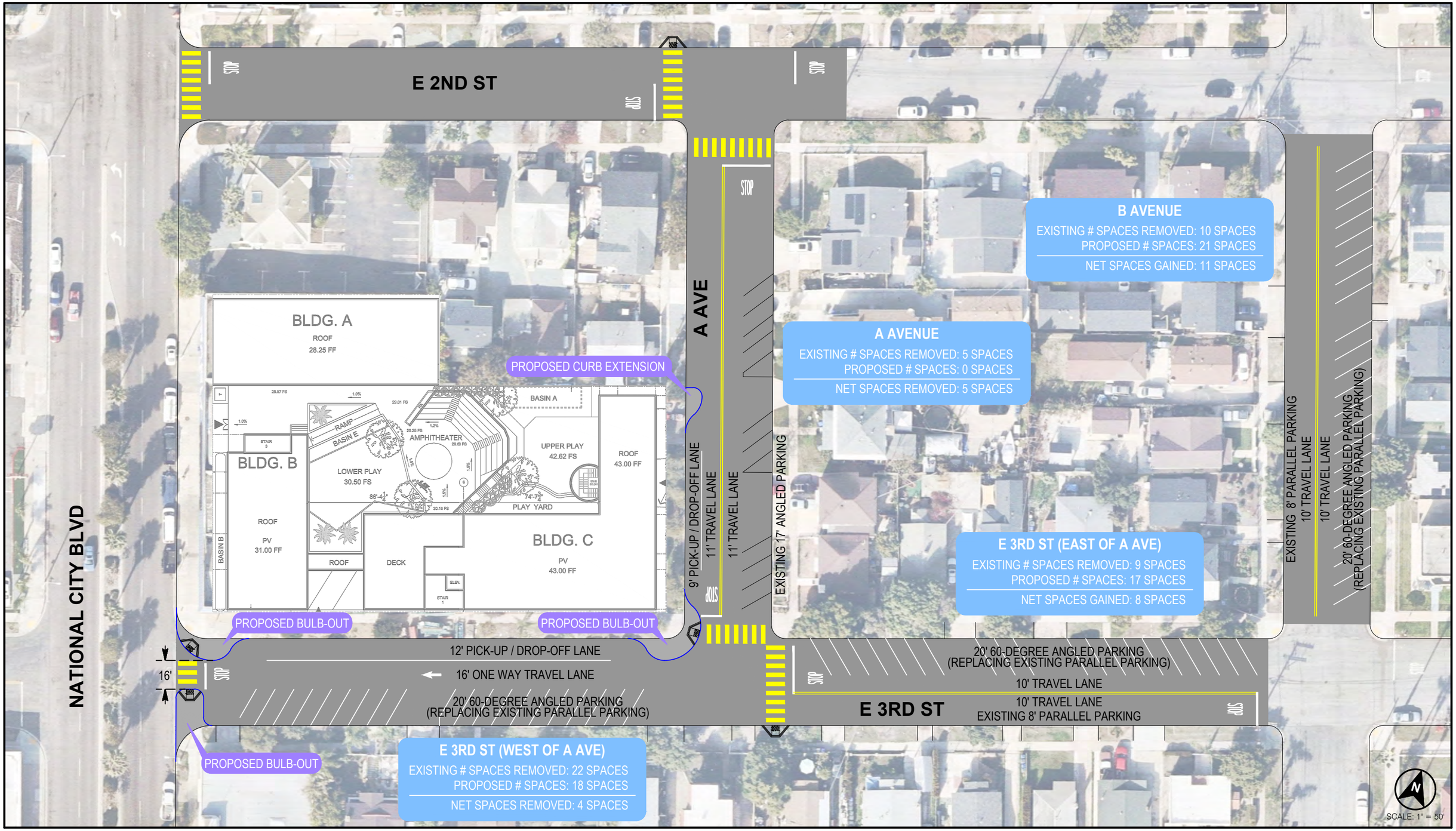
Based on the above, there will be a net gain of 10 parking spaces within 800 feet of the school. An additional 10 spaces could be gained if parking on either 3rd Street east of B Avenue or B Avenue south of 3rd Street is converted to diagonal parking and another 20 if both are converted.

Potential Parking in the Pick-Up / Drop-Off Areas

If parking is permitted within the pick-up and drop-off areas on A Avenue (4 spaces) and 3rd Street (8 spaces) between 5:00 pm and 7:00 AM the next day, when there are no pick-up or drop-off activities, another 12 spaces can be gained.

TABLE 11-1
ON-STREET PARKING OCCUPANCY

Date	Available On-Street Parking Supply	Time of Day																	Maximum Unoccupied Spaces
		7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	13:00	13:30	14:00	14:30	15:00	15:30	16:00	
April 30, 2024	230	**168**	159	149	146	148	148	149	143	139	146	145	152	156	154	146	154	165	166	**62**
May 2, 2024	230	167	150	137	146	143	143	151	152	151	155	151	146	145	150	155	152	158	**169**	**63**



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CONCEPTUAL ONLY
NOT FOR CONSTRUCTION

Figure 11-1
Traffic Circulation and On-Street Parking
Concept Plan
Integrity Charter School



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Figure 11-2

Parking Study Area

12.0 VEHICLE MILES TRAVELED (VMT) ASSESSMENT

12.1 VMT Background

Vehicle Miles Traveled (VMT) is defined as the "amount and distance of automobile travel attributable to a project" per the California Environmental Quality Act (CEQA) Guidelines Section 15064.3. VMT and VMT/capita or VMT/employee is a measure of the use and efficiency of the transportation network as well land uses in a region. VMT is calculated based on individual vehicle trips generated and their associated trip lengths. VMT is estimated for a typical weekday for the purposes of measuring transportation impacts. For residential uses, the metric is resident VMT/resident.

12.2 Transportation Analyses

The potential transportation impacts of the proposed Project are based on VMT to satisfy the CEQA guidelines through Senate Bill 743 (SB 743). Public Resources Code section 20199, enacted pursuant to SB 743, identifies VMT as an appropriate metric for measuring transportation impacts along with the elimination of auto delay/Level of service (LOS) for CEQA purposes statewide. The justification for this paradigm shift is that auto delay/LOS impacts may lead to improvements that increase roadway capacity and therefore sometimes induce more traffic and greenhouse gas emissions. In contrast, constructing projects in VMT-efficient locations assists California in meeting greenhouse gas emissions targets. Therefore, consistent with SB 743 and CEQA Guidelines 15064.3, the CEQA significance determination for the Project is based only on VMT and not on LOS.

The City of National City utilizes the State of California Governor's Office of Planning and Research (OPR) "Technical Advisory on Evaluating Transportation Impacts in CEQA" and The Institute of Transportation Engineers (ITE) San Diego and Imperial County Sections "Guidelines for Transportation Impact Studies in the San Diego Region" for assessing potential CEQA transportation impacts due to VMT. According to these guidelines development projects that are either local serving or located within ½ mile of an existing major transit stop are presumed to have a less-than-significant impact on VMT, and therefore, "screen out" from needing to perform a VMT assessment.

There are two bus stops (one northbound and one southbound) on National City Boulevard between 2nd Street and 3rd Street, which are located on the same block as the Project. Since the proposed Charter School is a local serving public facility that is located within ½ mile of an existing major transit stop (providing service intervals of 15 minutes or less during peak commute periods), the project is presumed to have a less-than-significant impact on VMT.

13.0 ACTIVE TRANSPORTATION REVIEW

13.1 Pedestrians

A pedestrian network inventory was conducted along study area street segments, which included documenting missing sidewalks, pedestrian barriers, and pedestrian pathways within a half mile walking distance of the Project. There are no missing sidewalks within the Project study area.

Table 13-1 summarizes the existing pedestrian facilities on each of the Project's fronting street segments. ***Table 13-2*** summarizes the existing traffic control, curb ramps and pedestrian countdown signal heads at the Project study intersections.

TABLE 13-1
PEDESTRIAN CONDITIONS – ROADWAY SEGMENTS

Roadway	Limits	Existing Pedestrian Facilities
2nd Street	National City Blvd to A Ave	Approximately 4-5 ft wide sidewalks are provided on both sides of the road.
3rd Street	National City Blvd to A Ave	Approximately 4-5 ft wide sidewalks are provided on both sides of the road.
8th Street	I-5 to Highland Avenue	Approximately 7-8 ft wide sidewalks are provided on both sides of the road.
A Street	2nd Street to 3rd Street	Approximately 4-5 ft wide sidewalks are provided on both sides of the road.
Division Street	Osborn Street to D Avenue	Approximately 4-5 ft wide sidewalks are provided on the north side of the roadway from Osborne Street / National City Boulevard to D Avenue and approximately 6-7 ft wide sidewalks are provided on the south side of the roadway.
National City Boulevard	Division Street to 8th Street	Sidewalks are provided on both sides of the roadway. Sidewalk widths vary intermittently between 4 feet and 12 feet.

TABLE 13-2
PEDESTRIAN CONDITIONS – INTERSECTIONS

Intersection	Traffic Control	Crosswalk Type	Curb Ramps		Countdown Ped Heads provided?
			Single / Dual	Truncated Domes	
1. Osborn St / Division St	AWSC [a]	Standard	Single	Yes	N/A
2. National City Blvd / 2nd Street	TWSC [b]	Standard	Single	Yes	N/A
3. National City Blvd / 3rd Street	TWSC [b]	Standard	Single	Yes	N/A
4. National City Blvd / 8th Street	Signal	Standard	Single	Yes	Yes
5. 2nd Street / A Avenue	OWSC [c]	Standard	Dual[d]	No	N/A
6. 3rd Street / A Avenue	OWSC [c]	Standard	Single	No	N/A

Footnotes:

a. All-Way Stop Controlled
b. Two-Way-Stop-Controlled
c. One-Way-Stop-Controlled
d. Dual ramps on southeast corner

General Note:

N/A – Not Applicable

13.2 Bicycles

13.2.1 *Bicycle Facility Classifications*

There are four different existing and planned bicycle facility classifications in the City of National City – Class I, Class II, Class III and Class IV are based on the California Bikeway Classifications and are shown in ***Table 13–3.***

Class I-Bike Path: Paved rights-of-way separated from the street.

Class II-Bike Lane: On street facilities designed for bikes with striping and stencils.

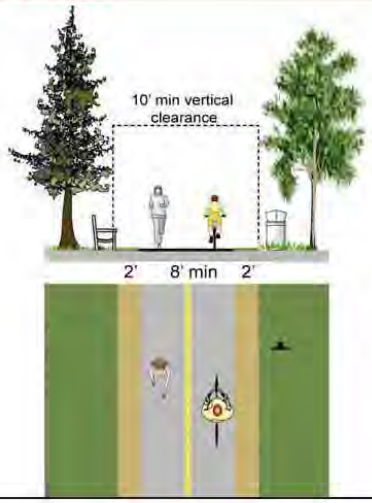
Class III Bike Routes: Streets shared with motor vehicles that are designated for bicycle travel with signage.

Class IV Cycle Track: Exclusive bikeway with physical separation from motor vehicle travel lanes, parking lanes and sidewalks.

13.2.2 *Existing Bicycle Facilities*

A bicycle network inventory was conducted along street segments within the Project study area. ***Table 13-4*** summarizes the existing and Project proposed bicycle facilities in the Project vicinity.

TABLE 13-3
CALIFORNIA BIKEWAY CLASSIFICATIONS

Class Description	Example Graphic
Class I – Bike Path Bike paths, also termed shared-use or multi-use paths, are paved right-of-way for exclusive use by bicyclists, pedestrians, and those using non-motorized modes of travel. They are physically separated from vehicular traffic and can be constructed in roadway right-of-way or exclusive right-of-way. Bike paths provide critical connections where roadways are absent or are not conducive to bicycle travel.	
Class II - Bike Lane Bike lanes are defined by pavement striping and signage used to allocate a portion of a roadway for exclusive or preferential bicycle travel. Bike lanes are one-way facilities on either side of a roadway. Bike lanes can be enhanced with treatments that improve safety and connectivity by addressing site-specific issues, such as additional warning or way-finding signage.	
Class III - Bike Route Bike routes provide shared use with motor vehicle traffic within the same travel lane. Designated by signs, bike routes provide continuity to other bike facilities or designate preferred routes through corridors with high demand. Bike routes can be enhanced with treatments such as "shared lane markings" that improve driver awareness of bicyclists.	

Source: Alta Planning + Design (2010)

TABLE 13-4
EXISTING AND PLANNED BICYCLE FACILITIES

Roadway	Existing	Planned
2nd Street	None	None
3rd Street	None	None
8th Street	Class II bike lanes are provided between Harbor Drive and National City Boulevard.	Proposed Class IV cycle track between Harbor Drive and Roosevelt Avenue. Proposed Class III bike route east of National City Boulevard
A Street	None	None
Division Street	None	None
National City Blvd	None	None

Source: *National City Bicycle Master Plan, February 2024.*

13.3 Transit

13.3.1 *Existing Bus Facilities*

The 8th Street trolley and bus station is located less than a 15-minute walk from the Project site. At the station, the bus routes provided are 929, 932, 955, 962, 963 and 968. Of these, only route 929 runs in the vicinity of the Project site. Brief descriptions of the routes are provided below:

Route 929

Route 929 runs between downtown San Diego and Iris Avenue Transit Center. This route runs along Broadway, 30th Street, Del Sol Boulevard, Picador Boulevard, Beyer Way, 3rd Avenue, 4th Avenue, Highland Avenue, 8th Street, National City Boulevard, Main Street and 12th and Imperial Transit Center. A total of sixty-eight (68) stops are provided along this route. Weekday service begins at 4:37 AM with 30-minute headway between 4:37 AM and 5:33 AM, and 15-minute until 6:37 PM and ends at 2:46 AM. Saturday service begins at 5:03 AM with 30-minute headways from 5:03 AM to 9:04 AM, and with 20-minute headway until 5:03 PM and with 30-minute headways until 2:46 AM. Sunday service begins at 4:37 AM with 30-minute headways between 4:37 AM and 5:33 AM, 15-minute headways between 5:33 AM and 7:01 PM, and 30-minute headways until 2:46 AM. Two bus stops for this route are located within one block of the Project site.

13.3.2 *Existing Trolley Facilities*

Transit service within the City of National City is provided by the San Diego Metropolitan Transit System (MTS). Light Rail (Trolley) routes in the vicinity of the Project site include the MTS Blue Line. A summary of the trolley line is provided on the next page:

Blue Line:

The closest Blue Line trolley stop to the Project site is located at the 8th Street Transit Station, approximately 0.7 miles walking distance from the site. The Blue Line provides service Monday to Friday from 4:23AM to 1:34 AM with 15-minute headways. Services are provided on Saturday and Sunday from 4:25 AM to 1:34 AM with 15-minute headways.

Route Schedules and Maps for the bus services are included in ***Appendix F***.

13.3.3 *Planned Transit Facilities*

The San Diego Association of Governments (SANDAG) 2050 Regional Transportation Plan (RTP) includes the following planned transit improvement within National City:

- A north-south Trolley corridor would be developed along the I-805 corridor that would connect University City, Kearny Mesa, Mission Valley, Mid-City, southeastern San Diego, National City, Chula Vista, and San Ysidro.



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Figure 13-1

Walking Distance to Transit Stops

14.0 CONCLUSIONS

The Project proposes to construct a charter school for 440 students at 241 National City Boulevard in the northeast corner of the National City Boulevard / 3rd Street intersection in National City.

14.1 CEQA Transportation Analysis of Vehicle Miles Traveled (VMT)

According to CEQA guidelines for assessing potential transportation impacts, since the Project is a local serving public facility that is located within ½ mile of an existing major transit stop, the Project is presumed to have a less-than-significant impact on VMT.

14.2 Local Transportation Analysis

Per the City's criteria for performing a local transportation analysis and the analysis methodology presented in this report, project related traffic is calculated to contribute to a substantial effect within the study area in the Opening Day with Project scenario at the Osborn Street / Division Street intersection.

The following intersection improvement, once implemented, would improve efficiency of traffic flow and return intersection operations to an acceptable level of service.

- Remove the All-Way Stop Control and install a full traffic signal at the intersection of Osborn Street / Division Street. The City of San Diego has identified this project as being fully funded in their Capital Improvement Program, with a completion date of 2026. Therefore, a fair share contribution is not required. See ***Appendix G*** for details.

14.3 Pick-Up and Drop-Off and Parking

The Project will provide two pick-up and drop-off locations, one on A Avenue and the other on 3rd Street. A parking occupancy study indicated that there are currently more than 60 spaces available on the surrounding streets within 800 feet of the school between 7:30 AM and 4:00 PM when school is in session.

14.4 Summary

It is recommended that the Project provide the following improvements:

- Provide a trash pick-up space, an ADA space and a commercial parking space for delivery vehicles along the Project frontage on National City Boulevard (*Figure 2-4*)
- Provide a dedicated pick-up and drop-off area along the Project frontage on A Avenue to accommodate 4 vehicles
- Provide a dedicated pick-up and drop-off area along the Project frontage on 3rd Street to accommodate 8 vehicles
- Restripe existing parallel parking on the south side of 3rd Street between A Avenue and National City Boulevard to 60-degree angled parking to provide 18 parking spaces

- Restripe existing parallel parking on the east side of B Avenue between 2nd Street and 3rd Street to 60-degree angled parking with a net gain of 11 spaces
- Restripe existing parallel parking on the north side of 3rd Street between A Avenue and B Avenue to 60-degree angled parking with a net gain of 8 spaces
- Potential gain of 8-10 spaces on 3rd Street between B Avenue and D Avenue within 800 feet of the school (if parking on the north curb of this segment is converted from the existing parallel parking to angled parking)
- Potential gain of 8-10 spaces on B Avenue between 3rd Street and 4th Street within 800 feet of the school (if parking on the east curb of this segment is converted from the existing parallel parking to angled parking)
- Circulation Improvement: Convert 3rd Street from two-way travel to one-way westbound only travel between A Avenue and National City Boulevard (*Figure 11-1*)
- Pedestrian Improvements:
    a. As shown on *Figure 11-1*, Bulb-outs will be provided on 3rd Street at National City Boulevard, thus reducing the crossing distance from 48 feet to 16 feet, and at the northwest corner of A Avenue and 3rd Street.
    b. As shown on *Figure 11-1*, High Visibility Crosswalks (HVC) will be provided by the Project at the National City Boulevard / 2nd Street, A Avenue / 2nd Street, National City Boulevard / 3rd Street and A Avenue / 3rd Street intersections. This will provide an improved crossing for pedestrians in the vicinity of the school.
    c. As shown on *Figure 11-1*, the intersections of A Avenue/2nd Street and A Avenue/3rd Street will be upgraded from minor street Stop Control to All-Way Stop Control for pedestrian safety.

NOTICE OF PUBLIC HEARING
DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) AND CONDITIONAL USE PERMIT FOR A PROPOSED EDUCATIONAL INSTITUTION (INTEGRITY CHARTER SCHOOL) LOCATED AT 229-241 NATIONAL CITY BOULEVARD
CASE FILE NO.: 2023-14 CUP
APNS: 556-101-02, 556-101-15, 556-101-16

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **September 16, 2024**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Joseph Martinez)

The applicant is proposing to redevelop a property at the corner of National City Boulevard and East 3rd Street with a new charter school campus. The site is comprised of three lots with one commercial building that is proposed to be repurposed and additional commercial buildings that will be replaced by new educational buildings. The overall campus will be comprised of a 31,500 square-foot school with 19-21 classrooms and approximately 6,400 square feet of outdoor play areas. The applicant is also requesting restricted parking areas on National City Boulevard, East 3rd Street, and 'A' Avenue with pick-up and drop-off to be located along 'A' Avenue and East 3rd Street. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 32, Section 15332 (In-fill Development Projects).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 2:00 p.m., **September 16, 2024** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

COMMUNITY DEVELOPMENT DEPARTMENT – PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: Assessor/Recorder/County Clerk
Attn: Fish and Wildlife Notices
1600 Pacific Highway, Suite 260
San Diego, CA 92101
MS: A-33

Project Title: 2023-14 CUP

Project Location: 229-241 National City Blvd., National City, CA 91950

Lead Agency: City of National City

Contact Person: Martin Reeder, AICP **Telephone Number:** (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:
Conditional Use Permit for a new charter school to be located at 229-241 National City Blvd.

Applicant:
Martinez+Cutri Urban Studio Corporation
1230 Columbia Street, suite 500
San Diego, CA 92101

Telephone Number:
(619) 233-4857 x205

Exempt Status:

☒ **Categorical Exemption - Class 32 Section 15332 – In-Fill Development Projects**

Reasons why project is exempt:
The project is an in-fill development on a previously disturbed and currently developed property. The project is consistent with General Pan policies and Municipal Code regulations. The project site has no value as habitat for endangered, rare, or threatened species, would not result in any significant effects relating to traffic, noise, air quality, or water quality, and can be adequately served by all required utilities and public services.

Date:

MARTIN REEDER, AICP
Assistant Director of Community Development

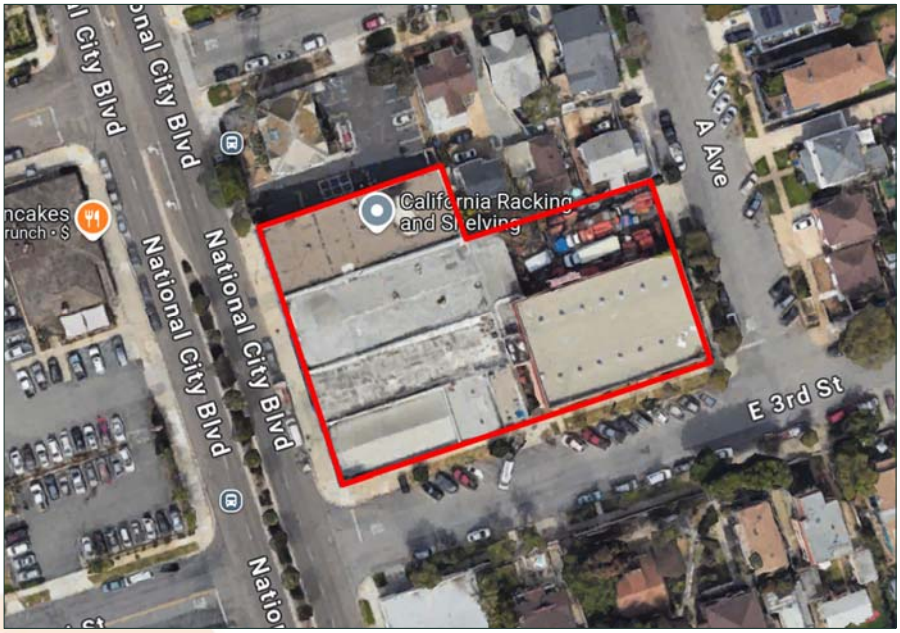


Public Hearing

CONDITIONAL USE PERMIT FOR A PROPOSED EDUCATIONAL INSTITUTION (INTEGRITY CHARTER SCHOOL) LOCATED AT 229-241 NATIONAL CITY BLVD.

2023-14 CUP

Overhead



Site Characteristics

- 37,650 ft² property
  - 3 lots developed with one partitioned commercial building
  - Development Zone 2 (Downtown Specific Plan)
- Site slopes 14 ft. east to west
- Building most recently occupied by furniture store, thrift store, and commercial storage
- Pole sign on site with a wireless communications facility

Proposal

- ICS currently located at National City Blvd. and East 8th St.
  - Grades 3 through 8 - 250 students
  - Grades K through 2 accommodated by YMCA at D Avenue and East 15th St. – 120 students
- ICS looking to expand academic program with a new charter school
  - 19-21 classrooms
  - Multi-purpose hall
  - Administrative and related areas
  - Academic support services
  - Maximum expected student population of 400-440 students
  - 60 and 65 staff

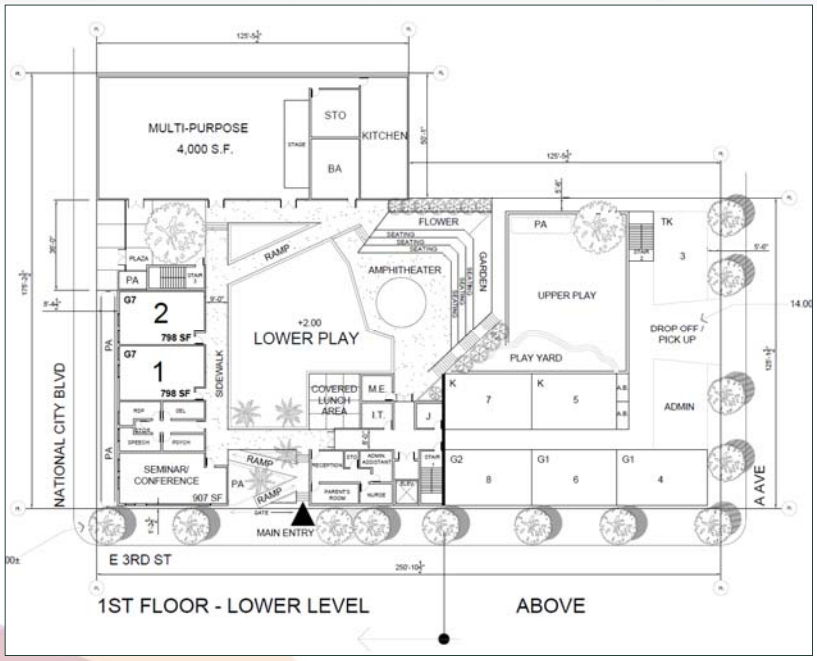
Proposal (cont.)

- Existing 229 National City Blvd. building to be remodeled as multi-purpose building
- Remaining buildings to be demolished
- School hours of Monday through Friday from 8 a.m. to 3 p.m.
  - Occasional events during school year (family nights, back to school night)
- Parking will be entirely off site
  - Existing school (staff)
  - Applicant requesting restricted parking areas on National City Boulevard, East 3rd Street, and 'A' Avenue.
  - Pick-up and drop-off areas located along 'A' Ave. and East 3rd St.
- Existing wireless facility relocated to new buildings (future CUP)

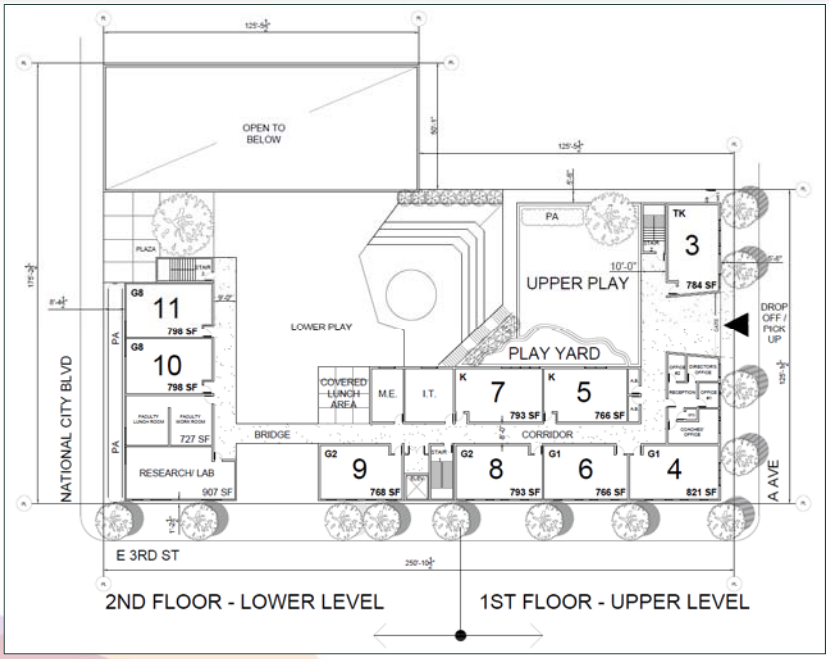
Site Plan



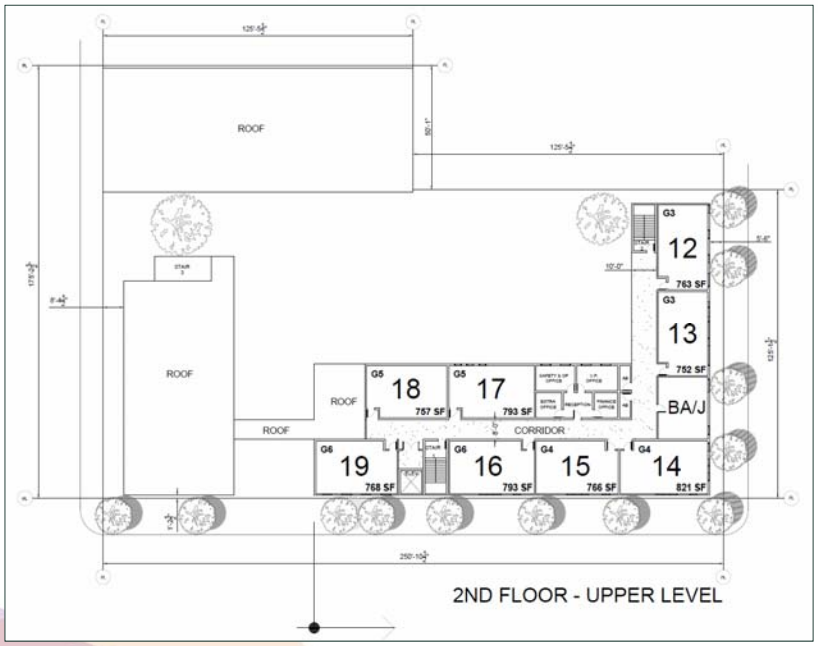
Floor Plan



Floor Plan



Floor Plan



Analysis

- Educational facilities a conditionally allowed in Downtown Specific Plan
- Issues typically analyzed include traffic, access, and noise
- Other examples of educational facilities in Downtown
  - South County Regional Education Center (Southwestern College Higher Education Center, et al)
  - Current Integrity Charter School Campus

Analysis (cont.)

Site Design/Architecture

- 2 new buildings:
  - "L" shaped building along 'A' Ave. and E. 3rd St.
  - Rectangular building along National City Blvd.
- Multi-purpose building (229 National City Blvd.)
- 2-3 stories with elevated breezeway (bridge) between new buildings
- Proposed buildings will surround a central courtyard with 2 play areas and amphitheater
  - Upper (east) – 2,500 ft²
  - Lower (west) – 3,900 ft²
- Design aesthetic offers vibrant palette of colors and shapes of features
  - Each section of building has a different color with varying window shapes

Rendering



Analysis (cont.)

Circulation/Parking

- A Traffic Impact Analysis was conducted
- Analyzed VMT (Vehicle Miles Traveled), parking, pick-up and drop-off, and pedestrian improvements
- Analysis concluded that no project impacts would occur as designed*
- CEQA guidelines for "local serving public facility" within a ½ mile of major transit stop presumed to have a less-than-significant impact on VMT

Traffic

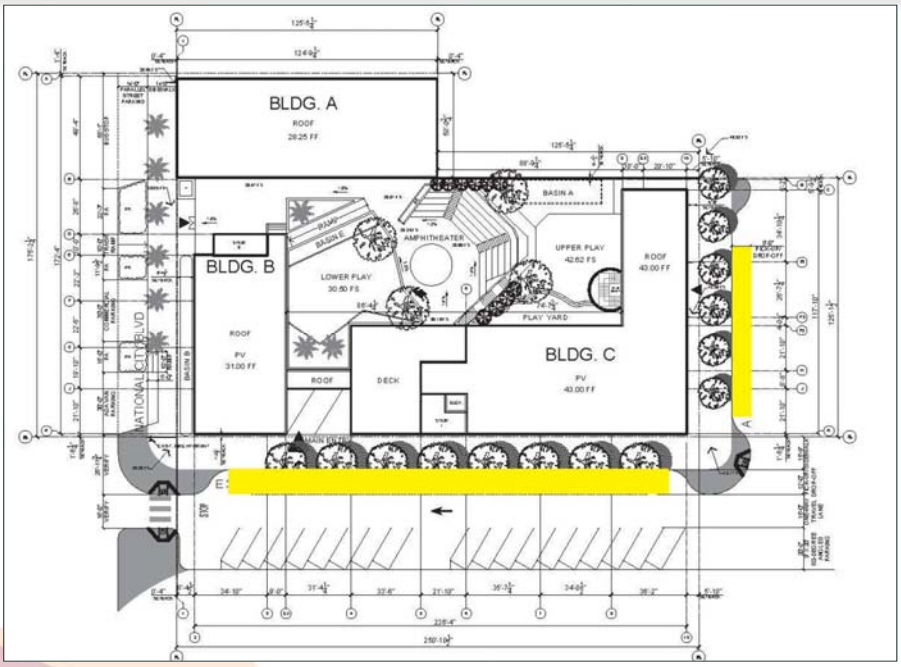
- Traffic calculated to contribute to a substantial effect at Osborn Street / Division Street intersection*
  - Currently an all-way stop
- Replacing all-way stop with a traffic signal would return intersection operations to acceptable level of service
  - City of San Diego has identified this project as funded (completion date of 2026)

Analysis (cont.)

Student Pick-Up and Drop-Off

- 2 pick-up and drop-off areas proposed:
- 'A' Avenue
  - **9** ft. wide and **100** ft. long – **4** vehicles
- East 3rd Street
  - **12** ft. wide and **200** ft. long – **8** vehicles
- Student **drop-off** hours between 7 a.m. and 9 a.m.
- Student **pick-up** will be between 2 p.m. and 4 p.m.
- Pick-up and drop-off area can be used for parking outside of pick-up / drop-off hours
- Restricted parking on National City Blvd. (2-hour) and E. 3rd St. (1-hour)

Pick-up & Drop-off



Analysis (cont.)

Parking

- No parking required per AB 2097
- Downtown Specific Plan requires 2.5 parking spaces per 1,000 ft² of floor area (79)
  - School use where most people not of driving age
- 60 and 65 full and part-time employees - 27 parking spaces available at former ICS location

Parking supply

- Project will provide for trash pick-up, ADA, delivery vehicle spaces along National City Blvd.
- These spaces are required as conditions of approval.
- **250** street parking spaces available within 4 blocks of school, **60** within 800 feet of proposed school
- Net gain of **30** parking spaces with angled parking conversions (condition of approval)
- **12** spaces can be gained using pick-up/drop/off area after hours

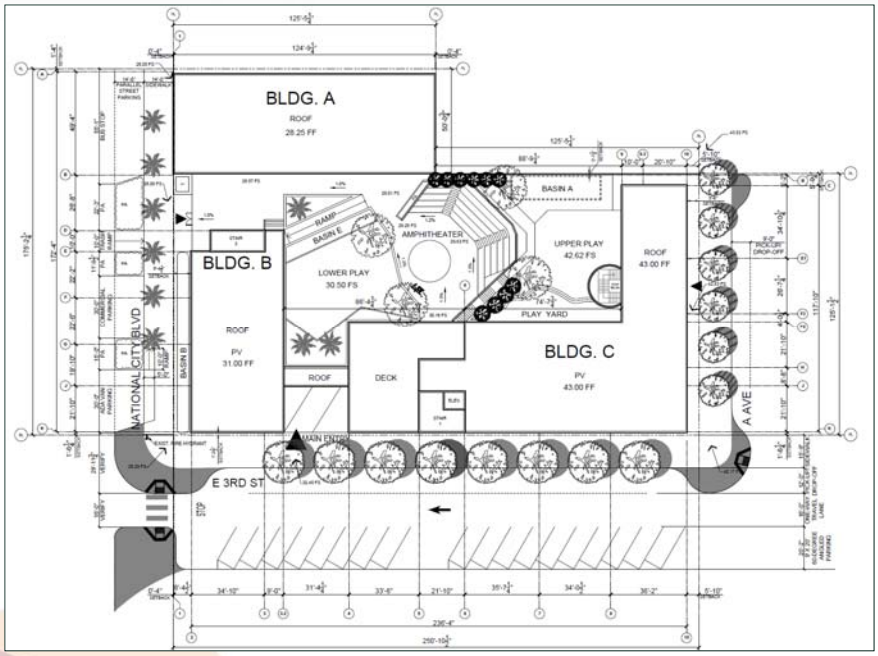
Analysis (cont.)

Pedestrian improvements

- TIA conclusions based on the following recommended pedestrian improvements:
  - Sidewalk bulb-outs on E. 3rd St. at National City Blvd. and at 'A' Avenue
  - Stop signs on E. 2nd St. and E. 3rd St. at 'A' Ave.
  - High Visibility Crosswalks at the following intersections:
    - National City Blvd. and E. 2nd St.
    - National City Blvd. and E. 3rd St.
    - 'A' Ave. and E. 3rd St.
  - E. 3rd St. in this location will be converted to one-way
    - Westbound from 'A' Ave. to National City Blvd.

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Pedestrian Improvements



Analysis (cont.)

General Plan

- LU-2.10 encourages development and expansion of … schools … as needed to meet future city needs.

CEQA

- Categorically Exempt under Class 32, Section 15332 of CEQA (In-Fill Development Projects)

Comments:

Engineering Department

- Code / Construction requirements

Fire Department

- Code / Construction requirements

Police Department

- Parking, traffic, lighting/security
  - "Eye's on the Street"
  - Lighting plan
  - Security plan

Conditions

- Standard Conditions of Approval
- Wireless facility relocation/temporary operation
- Temporary events
- All recommendations of Traffic Impact Analysis
  - (street conversion, parking conversion, pedestrian improvements, etc.)
- Noise reduction

Summary

- Allow for redevelopment of underutilized and vacant property
- Removal of pole sign that is currently an eyesore for the community
- Charter school is a conditionally allowed use in Downtown Specific Plan
- Resource for the local community
- With recommended operation improvement measures, proposed school will operate effectively and with minimal impact on the surrounding area
- Consistent with General Plan

Options

- Find project exempt from CEQA & approve 2023-14 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2023-14 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council



AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, October 1, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Project Close-Out and Notice of Completion for the Civic Center ADA Accessibility Project, CIP No. 19-45.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Blue Pacific Engineering and Construction for the Civic Center ADA Accessibility Project, CIP No. 19-45; 2) Ratifying Change Order Work in the Amount of $2,145.10; 3) Approving the Final Contract Amount of $214,419.00; 4) Ratifying the Release of Retention in the Amount of $10,720.95; and 5) Authorizing the Mayor to Sign the Notice of Completion."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Civic Center ADA Accessibility Project, CIP No. 19-45, constructed Americans with Disabilities Act (ADA) upgrades to the Civic Center building and parking lot located at 1243 National City Boulevard, including the construction of ADA parking stalls; ADA path of travel to the main entrance on the first floor of the building from the parking lot; ADA path of travel to the side door located on the south side of the building; and ADA path of travel to the northern entrance of the building.

On April 30, 2020, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On May 5, 2020 and May 11, 2020, the bid solicitation was advertised in local newspapers.

On May 21, 2020, eight (8) bids were received by the 11:00 a.m. deadline. APR Construction, Inc. (APR) was the apparent lowest bidder, with a total bid amount of $177,256.00. Upon further review, it was discovered that APR violated the City's contract provisions by providing false information, consistent with Section 6.4.1 of the Specifications. As a result, the City Council approved staff recommendations at two City Council meetings held on February 16, 2021, and March 16, 2021, recommending the adoption of the resolutions finding APR in default of the contract for materially violating the contract provisions by providing false information (Resolutions No. 2021-10 and 2021-17). On March 18, 2021, a written Notice of Termination for Default was issued to terminate the contractor's right to perform under the contract.

Staff then contacted Blue Pacific Engineering and Construction (Blue Pacific), the second lowest responsive bidder qualified to perform the work. Blue Pacific confirmed their interest in the project and agreed to complete the work for their original bid amount of $184,586.00.

On June 15, 2021, City Council awarded the contract to Blue Pacific in the amount not to exceed $184,586.00 and authorized a 15% contingency in the amount of $27,687.90 to address any unforeseen conditions that may arise (Resolution No. 2021-83).

The Notice to Proceed with construction was issued on October 12, 2021. Construction started on October 18, 2021 and was completed on March 29, 2022. Disputes over workmanship and receipt of required project close-out documents delayed project close-out and final acceptance of the work. These items have since been resolved.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders and line-item adjustments increased the contract by $29,833.00, which exceeds the original authorized contingency amount by $2,145.10. This results in a 16.2% contract increase for a final contract balance of $214,419.00.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by Blue Pacific Engineering and Construction for the Civic Center ADA Accessibility project, CIP 19-45; 2) ratify change order work in the amount of $2,145.10; 3) approve the final contract balance of $214,419.00; 4) ratify the release of retention in the amount of $10,720.95; and 5) authorize the Mayor to sign the notice of completion, which will be filed with the San Diego County Recorder's Office."

FINANCIAL STATEMENT:
The final contract amount of $214,419.00 was funded by the following General Fund CIP accounts: 001-409-500-598-1500 (Facility Upgrades) - $174,387.86; and 001-409-500-598-6574 (Civic Center ADA Improvements) - $40,031.14.

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 – Photos
Exhibit B – Final Contract Balance
Exhibit C – Notice of Completion
Exhibit D – Resolution

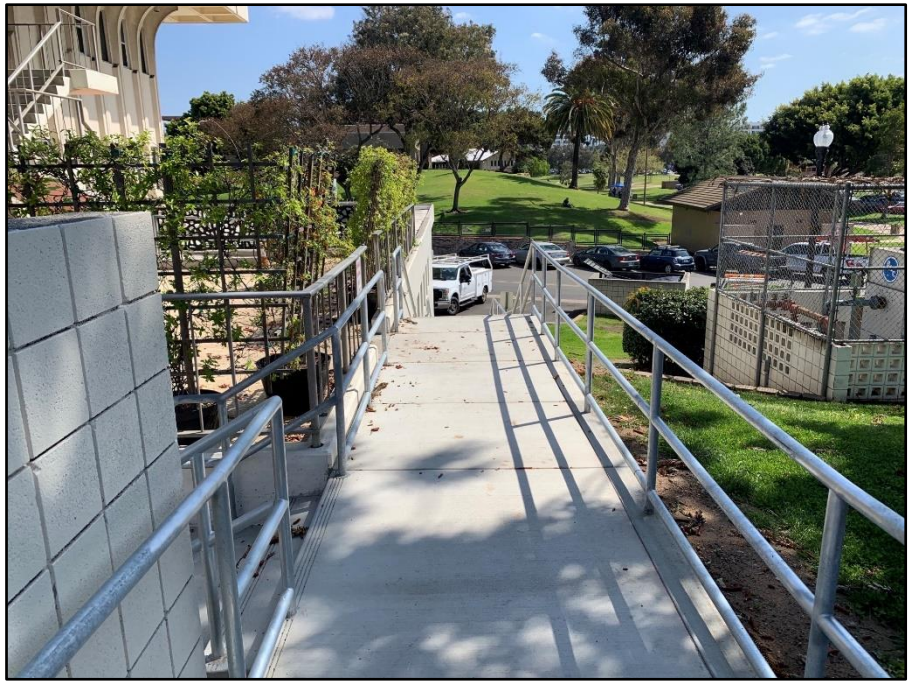

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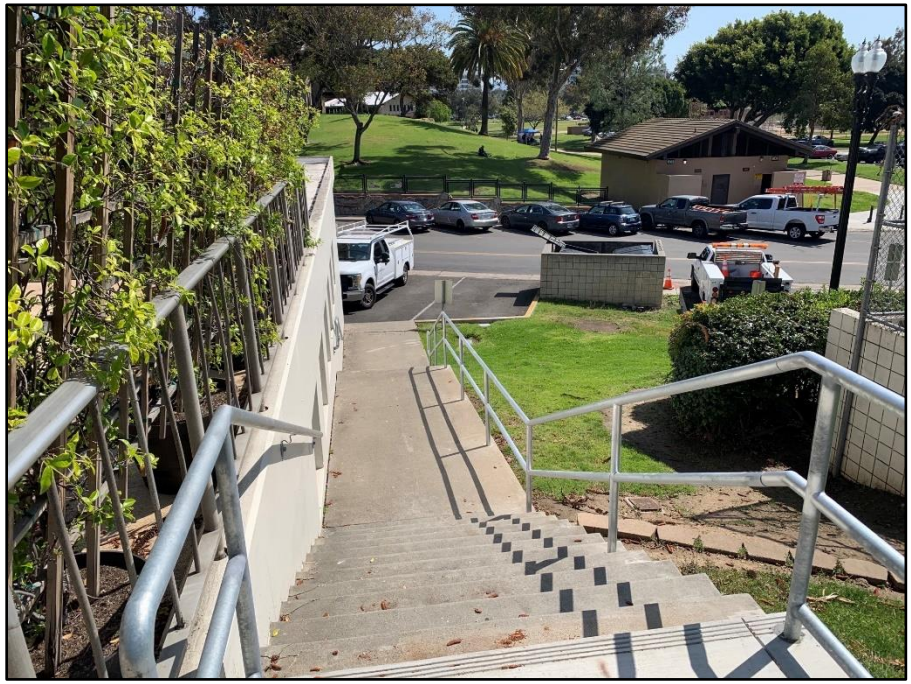

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NO
SKATEBOARDING

FINAL CONTRACT BALANCE

DATE: July 11, 2024

PROJECT: Civic Center ADA Accessibility Project
FY 21-22
CIP No. 19-45

TO: Blue Pacific Engineering & Construction
3545 Camino del Rio S. Suite A
San Diego, CA 92108

ORIGINAL CONTRACT AMOUNT:	$ 184,586.00
START DATE:	October 18, 2021
COMPLETION DATE:	March 29, 2022
ORIGINAL CONTRACT LENGTH:	25 Working Days
EXTENTION OF WORK DAYS:	3 Working Days
WORKING DAYS SUSPENDED:	82 Working Days
TOTAL CONTRACT TIME:	110 Working Days
FINAL CONTRACT TIME:	$ 214,419.00

DESCRIPTION:

The Final Contract Balance reports final line-item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE-ITEM ADJUSTMENTS:

Change Order #1 directed the he contractor to galvanize coat the steel ramp at the south entrance of City Hall. This Change Order total amount was **$ 450.00**

Change Order #2 back charged Blue Pacific for reinspection charges per Section 2-11 of the project specifications. This Change Order total amount was **$ -4,665.00**

All Change Orders listed above decreased the total contract amount by **$ -4,215.00.**

FINAL CONTRACT BALANCE

Civic Center ADA Accessibility Project

CIP 19-45

AS-MEASURED BID ITEM ADJUSTMENTS:

The following bid items and change order items paid by a unit cost were installed and measured in accordance with the plans and direction of the City. As a result, the following items were adjusted above or below the estimated contract quantities as indicated in the chart below:

ITEM			ORIGINAL CONTRACT			CHANGED AUTHORIZED		TOTAL AUTHORIZED		FINAL INSTALLED & MEASURED		
No.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	$ ADJUSTMENT
7	Removal, Disposal and Replacement of Unsuitable Material	CY	7	$ 200.00	$ 1,400.00			7	$ 1,400.00	4.22	$ 844.00	$ (556.00)
8	Construct Concrete ADA Accessible Walkway	SF	365	$ 30.00	$ 10,950.00			365	$ 10,950.00	366	$10,980.00	$ 30.00
9	Construct Retaining Wall (All Types) Per City of San Diego Information Bulletins 221 and 222	SF	424	$ 100.00	$ 42,400.00			424	$ 42,400.00	454.5	$45,450.00	$ 3,050.00
12	Furnish and Install Pedestrian Protective Railing Per SDRSD M-24 & M-25	LF	152	$ 150.00	$ 22,800.00			152	$ 22,800.00	314.5	$47,175.00	$ 24,375.00
13	Mill & Overlay of ADA Parking Stalls	SF	2014	$ 5.00	$ 10,070.00			2014	$ 10,070.00	2652	$13,260.00	$ 3,190.00
14	Fine Grading, Irrigation Adjustments and Landscape	SF	70	$ 10.00	$ 700.00			70	$ 700.00	133	$ 1,330.00	$ 630.00
15	Construct 4" PCC Sidewalk per SDRSD G-7, G-9, G-10	SF	743	$ 12.00	$ 8,916.00			743	$ 8,916.00	985	$11,820.00	$ 2,904.00
16	Construct 6" Curb per SDRSD G-1	LF	27	$ 50.00	$ 1,350.00			27	$ 1,350.00	35.5	$ 1,775.00	$ 425.00
CO1	Galvanized Grate	LS		$ 450.00		1	$ 450.00	1	$ 450.00	1	$ 450.00	$ -
CO2	Inspeciton Charges	LS		$ (4,665.00)		1	$ (4,665.00)	1	$ (4,665.00)	1	$ (4,665.00)	$ -
				Total Bid	**$ 184,586.00**		**$ (4,215.00)**		**$ 180,371.00**		**$ 214,419.00**	**$ 34,048.00**

Line item adjustments per the attached FINAL BILLING STATEMENT resulted in an increase of **$34,048.00.**

CONTRACT SUMMARY:

As a result of the above change orders and line-item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **$214,419.00.**

2. A retention in the amount of **$ 10,720.95** was held until satisfactory completion of said project.

AGEEMENT OF CLAIMS AND DELAYS

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Blue Pacific Engineering & Construction will not be entitled to damages or additional payment for delays as described in the 2021 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on March 29, 2022 of the:

Civic Center ADA Accessibility Project, CIP No.19-45

Work of improvement or portion of work of improvement under construction or alteration.

1243 National City Blvd., National City CA 91950

Street Address City State Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

Blue Pacific Engineering and Construction

Name of Original Contractor

The following work and material were supplied:

Labor provided: General Laborer, Equipment and Materials to construct ADA upgrades to the City of National City Civic Center parking lot including the construction of ADA parking stalls; ADA path of travel to the main entrance on the first floor of the building from the parking lot; ADA path of travel to the side door located on the south side of the building and ADA path of travel to the northern entrance of the building.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: October 1, 2024; _____

Signature of Owner
City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the forgoing is true and correct.

Executed on October 1, 2024 at, National City, California.

Signature: _____
RON MORRISON, MAYOR

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) ACCEPTING THE WORK PERFORMED BY BLUE PACIFIC ENGINEERING AND CONSTRUCTION FOR THE CIVIC CENTER ADA ACCESSIBILITY PROJECT, CIP NO. 19-45; 2) RATIFYING CHANGE ORDER WORK IN THE AMOUNT OF $2,145.10; 3) APPROVING THE FINAL CONTRACT AMOUNT OF $214,419.00; 4) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF $10,720.95; AND 5) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION.

WHEREAS, the Civic Center ADA Accessibility Project, CIP No. 19-45, constructed Americans with Disabilities Act ("ADA") upgrades to the Civic Center building and parking lot located at 1243 National City Boulevard, including the construction of ADA parking stalls; ADA path of travel to the main entrance on the first floor of the building from the parking lot; ADA path of travel to the side door located on the south side of the building; and ADA path of travel to the northern entrance of the building (the "Project"); and

WHEREAS, on June 15, 2021, City Council awarded the contract for the Project to Blue Pacific Engineering and Construction ("Blue Pacific") in the amount not to exceed $184,586.00 and authorized a 15% contingency in the amount of $27,687.90 to address any unforeseen conditions that may arise; and

WHEREAS, on October 12, 2021, the Notice to Proceed with construction was issued to Blue Pacific; and

WHEREAS, construction on the Project started on October 18, 2021 and was completed on March 29, 2022; and

WHEREAS, disputes over workmanship and receipt of required Project close-out documents, which have since been resolved, delayed Project close-out and final acceptance of the work; and

WHEREAS, the total amount of change order work completed for the Project exceeds the original authorized 15% contingency amount by $2,145.10; and

WHEREAS, Project change orders and line-item adjustments increased the contract by $29,833.00, which results in a 16.2% increase to the original contract award, for a final contract balance of $214,419.00; and

WHEREAS, the Notice of Completion will be filed with the San Diego County Recorder's Office.

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 accepts the work performed by Blue Pacific Engineering and Construction for the Civic Center ADA Accessibility project, CIP No. 19-45.

Section 2: That the City Council hereby ratifies change order work in the amount of $2,145.10.

Section 3: That the City Council hereby approves the final contract balance of $214,419.00.

Section 4: That the City Council hereby ratifies the release of retention in the amount of $10,720.95.

Section 5: That the City Council hereby authorizes the Mayor to sign the Notice of Completion.

Section 6: 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 1st day of October, 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: **Ricardo Rodriguez, Assistant Engineer - Civil**
Meeting Date: **Tuesday, October 1, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Project Close-Out and Notice of Completion for the Kimball Park Dog Park and Tot Lot and Las Palmas Park Dog Park Project, CIP 23-06.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by HSCC Inc. for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park Project, CIP No. 23-06; 2) Approving the Final Contract Amount of $1,036,359.28; 3) Ratifying the Release of Retention in the Amount of $51,817.96; and 4) Authorizing the Mayor to Sign the Notice of Completion."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park project, CIP 23-06, constructed new amenities and improvements at both Kimball and Las Palmas parks. At Kimball Park construction included a dog park with dog agility equipment, chain link fence and gate, trash receptacles, pet waste station, wood bench, concrete pathway, removal and replacement of drinking fountain, removal and replacement of children's play equipment and drainage system for Tot Lot, batting cage, installation of baseball field infield mix, and baseball field storage container. At Las Palmas Park improvements included a dog park with dog agility equipment, chain link fence and gate, trash receptacles, pet waste station, wood bench, full square and circle metal benches, solar lighting, removal and replacement of drinking fountain, handrail, and removal and replacement of small section of sidewalk.

On February 10, 2023 the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On March 2, 2023, five (5) bids were received by the 2:00 pm deadline and HSCC, Inc. was the apparent lowest bidder with a total bid amount of $983,697. Upon review of all documents submitted, HSCC, Inc.'s bid was deemed responsive and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On May 16, 2023, per Resolution No. 2023-51 (see attached), the City Council awarded the contract to HSCC, Inc. in the not-to-exceed amount of $983,696.97 and authorized a 15% contingency in the amount of $147,554.55 to address any unforeseen changes.

The Notice to Proceed with construction was issued on July 10, 2023. Construction started on July 17, 2023 and was completed on April 10, 2024.

The change orders issued for this project are detailed in the Final Contract Balance report (see attached). The change orders and line-item adjustments increased the contract by $52,662.31, which is under the original authorized contingency amount by $94,892.24. This results in a 5.35% contract increase for a final contract balance of $1,036,359.28.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by HSCC, Inc. for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park project, CIP 23-06; 2) approve the final contract amount of $1,036,359.28; 3) ratify the release of retention in the amount of $51,817.96; and 4) authorize the Mayor to sign the notice of completion, which will be filed with the San Diego County Recorder's Office.

FINANCIAL STATEMENT:
The total authorized amount for this project, including contingency, was $1,131,251.52. The final contract amount was $1,036,359.28, which is below the authorized amount by $94,892.24. The funding sources included ARPA monies in the amount of $338,643, a Proposition 68 grant of $216,033 and Park Development Impact Fees of $481,683.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Parks, Recreation and Library

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 - Contract Award Resolution
Exhibit B - Final Contract Balance
Exhibit C - Notice of Completion
Exhibit D - Contract Completion Resolution

RESOLUTION NO. 2023 – 51

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO HSCC INC., IN THE NOT-TO-EXCEED AMOUNT OF $983,696.97 FOR THE KIMBALL PARK DOG PARK AND TOT LOT + LAS PALMAS PARK DOG PARK PROJECT, CIP NO. 23-06; 2) AUTHORIZING A 15% CONTINGENCY OF $147,555 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; 4) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET OF $216,033 IN THE ENGINEERING DEPARTMENT GRANTS FUND; AND 5) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF $576,576 IN THE PARKS DEVELOPMENT IMPACT FEES FUND.

WHEREAS, on December 7, 2021, the City Council of the City of National City adopted a Resolution No. 2021-191 authorizing the filing of a Proposition 68 Per Capita Program Application for the El Toyon Park Playground Improvements Project for $216,033; and

WHEREAS, on January 18, 2022, the City Council of the City of National City adopted a Resolution No. 2022-05 rescinding Resolution No. 2021-191, authorizing the refiling of an updated Resolution for the City's Proposition 68 Per Capita Program Application and approving the application for Per Capita Grant Funds to be use for improvements at Kimball Park instead of El Toyon Park; and

WHEREAS, on June 7, 2022, the City Council of the City of National City adopted a Resolution No. 2022-97 adopting a budget for the fiscal year 2023 which allowed for $250,000 of ARPA funds to be allocated to Las Palmas Park and another $250,000 of ARPA funds to Kimball Park; and

WHEREAS, monies collected through development impact fees are available and eligible to be utilized to complement the other sources of funding for this project; and

WHEREAS, on February 10, 2023, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on February 20, 2023 and February 21, 2023, the bid solicitation was advertised in a local newspaper; and

WHEREAS, on March 2, 2023, five (5) bids were received by the 2:00 pm deadline; and

WHEREAS, upon review of all documents submitted, HSCC, Inc.'s bid was deemed responsive and the lowest responsible bidder qualified to perform the work as described in the project specifications.

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 HSCC Inc. for a not-to-exceed amount of $983,696.97 for the base bid and alternate bid for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park Project, CIP No. 23-06.

Section 2: Authorizes a 15% contingency in the amount of $147,555 for any unforeseen changes.

Section 3: Authorizes the establishment of an appropriation of $216,033 and a corresponding revenue budget in the Engineering Department Grants Fund and an appropriation of $576,576 in the Parks Development Impact Fees Fund.

Section 4: Authorizes accepting all bids received on March 2, 2023.

Section 5: 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 16th day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

Passed and adopted by the City Council of the City of National City, California, on May 16, 2023 by the following vote, to-wit:

Ayes: Bush, Rodriguez, Yamane, Molina, Morrison

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: Ron Morrison
Mayor of the City of National City, California

Shelley Chapel
City Clerk of the City of National City, California

BY: Shelley Chapel
Shelley Chapel, MMC, City Clerk

FINAL CONTRACT BALANCE

DATE: August 28, 2024

PROJECT: KIMBALL PARK DOG PARK AND TOT LOT + LAS PALMAS PARK DOG PARK
CIP No. 23-06

TO: HSCC, INC.
12101 LAKESIDE AVE
LAKESIDE, CA 92040

ORIGINAL CONTRACT AMOUNT:	$983,696.97
START DATE:	July 17, 2024
COMPLETION DATE:	April 10, 2024
ORIGINAL CONTRACT LENGTH:	120 Working Days
EXTENSION OF WORK DAYS:	47 Working Days
TOTAL CONTRACT TIME:	167 Working Days
FINAL CONTRACT AMOUNT:	$1,036,359.28

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 installed approximately 1,052 SF of additional 'Padre Red' infield mix within the home plate and backstop area to level the baseball field at Kimball Park. The Change Order total amount was **$7,309.39.**

Change Order #2 installed approximately 80 LF of 3" SDR-35 storm drain and a 12"x12" catch basin within the Kimball Park Dog Park to improve upon drainage as per the revised landscaping plan provided on August 16, 2023. The Change Order total amount was **$9,019.34.**

Change Order #3 installed a 9' x 4' concrete ADA companion seating pad adjacent to park seating within the Kimball Park Dog Park as per the revised improvement plans provided by NLA on August 16, 2023. The Change Order total amount was **$1,217.10.**

Change Order #4 removed and replaced existing damaged concrete north of the Kimball Park Dog Park. During construction the Contractor was directed by the City to remove and replace approximately 1100 SF of damaged concrete to mitigate tripping hazards. The Change Order total amount was **$8,125.84.**

Change Order #5 removed and replaced the existing drinking fountain at Kimball Park with an ADA and pet friendly drinking fountain. Due to utility conflicts and leaks with the existing drinking fountain, the

Contractor was directed to remove and replace the existing drinking fountain instead of installing the drinking fountain as per the revised landscaping plans provided on August 16, 2023. The Change Order total amount was **$12,596.34.**

Change Order #6 provided trench repairs associated with the extra work performed on Change Order #2. During the installation of the additional storm drain improvements, the Contractor discovered unforeseen concrete approximately 3" beneath the subgrade. This change order provided for the Contractor to backfill and retrench along an approved revised storm drain layout. The Change Order total amount was **$4,414.51.**

Change Order #7 provided and installed additional 12' height chain link fence fabric within the Kimball Park Batting Cage. The Contractor installed 70 LF of 12' height fencing in order to cover the fence posts within the batting cage. The Change Order total amount was **$6,615.00.**

Change Order #8 provided and installed a 6' wood bench and 4'x3' concrete ADA companion seating pad at Las Palmas Park. The bench and companion seating were installed as per the revised plan sheets provided by NLA on November 17, 2023. The Change Order total amount was **$6,162.58.**

Change Order #9 provided and installed 65 LF of 6" curb and handrail and 70 LF of mow curb at Las Palmas Park. As per the Las Palmas Plan revision provided on October 4, 2023, to maintain ADA compliance the Contractor installed the additional 6" curb and handrail to the west of the Las Palmas Dog Park. The Contractor also installed mow curb along the Las Palmas Park Dog Park entrance to facilitate the grading transition within the ADA park entrance. The Change Order total amount was **$10,110.39.**

Change Order #10 removed and replaced a damaged utility box and installed a 6" storm drain riser to existing inlet within the Kimball Park Dog Park. The Contractor removed and replaced a damaged plastic irrigation utility box with a concrete box and added a 6" storm drain riser to the existing inlet to bring the inlet to grade within the DG improvements. The Change Order total amount was **$1,806.03.**

Change Order #11 deleted unused bid line items. As per the revised landscaping improvements provided on August 16, 2023 and November 17, 2023, line items for installation of a gravel trench drain and a concrete wedge transition were deleted from the project scope. The City directed the deletion of the Public Art Design and Construction as this was to be completed on a separate project. The Change Order total amount was (**$31,269.00).**

Change Order #12 removed and replaced the existing drinking fountain at Las Palmas Park with an ADA and pet friendly drinking fountain. The Contractor removed and replaced the existing drinking fountain as per the revised improvement plan for Las Palmas Park Dog Park provided on November 17, 2023. The Change Order total amount was **$12,596.34.**

Change Order #13 installed a 4" diameter perforated corrugated drainline with filter sock in the Kimball Park Tot Lot. The drainage improvements replaced the existing subdrainage which had been damaged by the existing foundations. The change in work also included the removal and replacement of 65 LF of concrete curb to meet the revised Tot Lot layout provided by NLA on January 12, 2024. The Change Order total amount was **$31,388.81.**

Change Order #14 provided an engineered lighting assessment of the existing conditions of the Kimball Park ballfield lighting. A structural engineer from RTM assessed the potential to replace the lighting system

and observe the extent of the corrosion to the existing poles by visiting the site, collecting samples and verifying the integrity of the existing steel section. The Change Order total amount was **$1,260.00.**

Change Order #15 fabricated and installed 60 LF of handrail at Las Palmas Park. As per Change Order #9, 60 LF was fabricated and installed within the 65 LF of 6" curb installed west of the Las Palmas Dog Park for ADA pathway compliance. The Change Order total amount was **$10,339.88.**

Change Order #16 removed the secondary pitcher's mound within the batting cage at Kimball Park. To mitigate conflicting stride lengths between the two pitcher's mound which has been installed as per plan, the short length pitcher's mound was removed from the newly installed batting cage. The Change Order total amount was **$583.18.**

Change Order #17 provided investigation of the existing subdrainage within the Kimball Park Tot Lot. The Contractor performed an investigation of the condition of the subdrainage upon removal of the existing fiber mulch as directed by Neri Landscaping. The Change Order total amount was **$2,930.95.**

Change Order #18 removal and disposal of the existing tree roots at Las Palmas Park. As per Change Order #9 the Contractor had to remove existing tree roots in order to install the mow curb at the Las Palmas Park Dog Park entrance. The Change Order total amount was **$614.59.**

Change Order #19 provided an additional relocation and capping of the existing irrigation within Las Palmas Dog Park. Prior to the plan revisions provided by NLA on November 17, 2023, the Contractor had completed relocation and capping of the existing irrigation. Following the plan revision, the Contractor had to perform additional relocations and cappings. The Change Order total amount was **$5,813.25.**

Change Order #20 investigated the existing conditions of the ballfield lighting at Kimball Park. Upon mobilization to the project site to perform the contract scope of removing and replacing the existing ballasts at the Kimball Park baseball field, the Contractor identified extensive corrosion to the existing lighting and poles. The Contractor was directed by the City to perform an initial investigation to identify the extent of the corrosion and provide a recommendation on replacement. This Change Order includes material costs for the ballasts which were procured and delivered to the City. The Change Order total amount was **$8,931.49.**

Change Order #21 procured and installed a 24" box ulmus parvifolia "Chinese Elm" tree within Las Palmas Park Dog Park. The tree was added to provide shade to dog owners within the small dog park after the small dog park was reduced from the plan revision provided on November 17, 2023. The Change Order total amount was **$2,600.42.**

Change Order #22 removed and replaced the existing wood posts and joint sealant at the Kimball Park Tot Lot. The City directed the Contractor to repair the damaged concrete joints and replace the wood posts with concrete in order to repair the pathway between the Tot Lots. The Change Order total amount was **$1,354.04.**

Change Order #23 provided backfill along the sidewalk at Kimball Park. NLA directed the Contractor to infill soil along the northerly dog park entrance at Kimball Park in order to level the grade difference created by the new fencing limits on the revised plans provided on August 16, 2023. The Change Order total amount was **$1,556.78.**

FINAL CONTRACT BALANCE

KIMBALL PARK DOG PARK AND TOT LOT + LAS PALMAS PARK DOG PARK

CIP No. 23-06

Change Order #24 removed and installed approximately 144 SF of sidewalk at Las Palmas Park. To maintain ADA compliance, Neri Landscaping directed the Contractor to remove and replace sidewalk that had been damaged and overturned by tree roots to the east of the Las Palmas Park Dog Park. The Change Order total amount was **$12,084.93.**

Change Order #25 procured and installed a 14' solar light at Las Palmas Park Dog Park. In response to concerns regarding vandalism of the post lighting installed per plan, Neri Landscaping directed the Contractor to install a 14' height solar light at the Las Palmas Park Dog Park entrance. The Change Order total amount was **$11,597.42.**

Change Order #26 provided for the delivery of excess fencing materials to the City. The extra costs provided for the vinyl coated fencing and accompanying hardware for future City use as well as for delivery costs. The credit for the reduced quantity of fence installed was provided on Change Order #27. The Change Order total amount was **$5,650.93.**

Change Order #27 provided bid line item adjustments for line items which had different quantities measured in the field as opposed to on the plans. As a result of plan changes at both parks 19 bid line items had revised quantities. Additional costs were attributed to increases in quantities for sidewalk, DG paving, and maintenance gates within the dog parks. The increase to the size of the Tot Lot increased costs for 'Fibar' engineered wood placement. Credits were provided for reduced quantities of fencing, mow curbs, mowing, trench drains and turf topping needed within Kimball Park Dog Park and Las Palmas Park Dog Park. Credit was also provided for the replacement of ballast lighting that was removed from the project scope. The Change Order total amount was (**$97,369.27).**

All Change Orders listed above increased the total contract amount **$52,662.31.**

Original Contract Amount:	$ 983,696.97
Change Order Total:	$ 52,662.31
New Contract Amount:	$ 1,036,359.28
Final Contract Balance:	$ 1,036,359.28
Line-Item Adjustments Increase:	$ 0.00

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The final contract price is adjusted to **$1,036,359.28**
2. A retention in the amount of **$51,817.96** was held until satisfactory completion of said project.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. HSCC, Inc. will not be entitled to damages or additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on April 10, 2024 of the:

Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park, CIP No. 23-06

Work of improvement or portion of work of improvement under construction or alteration.

Kimball Park and Las Palmas Park

Street Address City State Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

HSCC, Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: General laborer. Materials: Concrete, storm drain, soil, fencing, play structures, dog agility equipment, trees and shrubs, seating and drinking fountains. Equipment: Minor excavating equipment.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: October 1, 2024; _____

Signature of Owner
City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the forgoing is true and correct.

Executed on October 1, 2024 at, National City, California.

Signature: _____

RON MORRISON, MAYOR

Noc09-05

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) ACCEPTING THE WORK PERFORMED BY HSCC INC. FOR THE KIMBALL PARK DOG PARK AND TOT LOT + LAS PALMAS PARK DOG PARK PROJECT, CIP NO. 23-06; 2) APPROVING THE FINAL CONTRACT AMOUNT OF $1,036,359.28; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF $51,817.96; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION.

WHEREAS, the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park project, CIP 23-06, constructed new amenities and improvements at both Kimball and Las Palmas parks (the "Project"); and

WHEREAS, at Kimball Park, Project construction included a dog park with dog agility equipment, chain link fence and gate, trash receptacles, pet waste station, wood bench, concrete pathway, removal and replacement of drinking fountain, removal and replacement of children play equipment and drainage system for Tot Lot, batting cage, installation of baseball field infield mix, and baseball field storage container; and

WHEREAS, at Las Palmas Park, Project improvements included a dog park with dog agility equipment, chain link fence and gate, trash receptacles, pet waste station, wood bench, full square and circle metal benches, solar lighting, removal and replacement of drinking fountain, handrail, and removal and replacement of small section of sidewalk; and

WHEREAS, on May 16, 2023, City Council awarded the contract for the Project to HSCC, Inc. ("HSCC") in the amount not to exceed $983,696.97 and authorized a 15% contingency in the amount of $147,554.55 to address any unforeseen conditions that may arise; and

WHEREAS, on July 10, 2023, the Notice to Proceed with construction was issued to HSCC; and

WHEREAS, construction on the Project started on July 17, 2023 and was completed on April 10, 2024; and

WHEREAS, Project change orders and line-item adjustments increased the contract by $52,662.31, which results in a 5.35% increase to the original contract award, for a final contract balance of $1,036,359.28; and

WHEREAS, the Notice of Completion will be filed with the San Diego County Recorder's Office.

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 accepts the work performed by HSCC, Inc. for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park project, CIP No. 23-06.

Section 2: That the City Council hereby approves the final contract balance of $1,036,359.28.

Section 3: That the City Council hereby ratifies the release of retention in the amount of $51,817.96.

Section 4: That the City Council hereby authorizes the Mayor to sign the Notice of Completion.

Section 5: 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 1st day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: City Manager's Office
Prepared by: Benjamin A. Martinez, City Manager
Meeting Date: Tuesday, October 1, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Approval of Expenditures for Councilmember Jose Rodriguez related to Attendance at the California Department of Education Housing Summit in Sacramento on August 14, 2024.

RECOMMENDATION:
Staff Recommends Approval of Expenditures for Councilmember Jose Rodriguez related to attendance at the California Department of Housing Summit in Sacramento on August 14, 2024.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
City Council Policy No. 121 (Mayor and City Councilmembers Office Budget) was adopted at the June 4, 2024 City Council Meeting. Attachment 2 to this policy is the list of approved conferences and trainings. The California Department of Education Housing Summit is not on the "approved list". Therefore, it will require City Council approval.

FINANCIAL STATEMENT:
Upon approval, expenditures in the amount of $641.96 will be charged to the following account. Councilmember Jose Rodriguez – Account #100-10-10-10300-7226.

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 – City Council Policy No. 121
Exhibit B – Housing Summit Flyer

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Mayor and City Councilmembers Office Budget	POLICY: 121
ADOPTED: June 4, 2024	AMENDED:

PURPOSE

The City Council of National City, during the adoption of the Fiscal Year 2023-2024 City Budget, included a $100,000 appropriation for each Councilmember's budget. The purpose of this policy is to establish uniform guidelines and procedures for the expenditure of the funds to ensure that the funds are expended in the best interests of the Council District and/or City, as applicable, and are consistent with the objectives of the City's Strategic Plan and City Council priorities.

POLICY

A. The Mayor and each Councilmember must submit an Annual Appropriation Request for review by the Department of Finance and the City Manager as part of the City's Annual Budget Adoption process.

Budget categories are as follows:

- *Personnel Services*
  - Part Time Positions
  - Full Time Positions
  - Professional Services (consultants)
- *Governmental Purposes*: These expenditures must be consistent with the City's adopted Strategic Plan and City Council priorities and spent within the District of the Councilmember. (See attached Strategic Plan 2020 -2025).
- *Training, Travel and Subsistence*: These expenditures are for conferences or training registration fees, travel costs associated with getting to the training/conference, and lodging and meals during the training/conference. The training/conference must be directly related to City business and have a direct benefit to the City and, therefore, will be considered City business. When a Councilmember attends a conference/training at the expense of the City he/she must report out on the conference/training in accordance with AB 1234. Attachment 2 to this policy is the list of approved conferences and trainings. Conferences/trainings not listed will require City Council approval. All requests for reimbursement for travel and conference/training expenses must be consistent with City Council Policy #109 and must be pre-approved by the Purchasing Review Committee.

- These funds may also be used for travel, lodging and meals related to legislative advocacy provided the legislative advocacy is consistent with the City's adopted legislative platform.
- *Materials and Supplies*: These expenditures are for general office supplies, supplies for events or outreach. Purchase of materials and supplies must be consistent with the City's Purchasing Policy.

B. *Professional Services*: Councilmembers may require, in addition to administrative support, services of a recurring nature or for a specific one-time project which cannot be routinely provided by City staff, either because of the expertise required or the ongoing workload. Consultants may be employed where City staff is unable to accommodate this need.
It is the policy of the Council that the selection of consultants by Mayor and/or Councilmembers shall be made from as broad a base of applicants as possible and that the choice be based on demonstrated capabilities or specific expertise. The Council encourages the engagement of local consultants where possible. The type and scope of the required service or product must be clearly defined by the Mayor/Councilmember so the City Manager can determine whether it can be most efficiently provided by City staff or by a consultant and, where a consultant will be chosen, whether licensed or non-licensed services are necessary.

A minimum of three qualified consultants should be considered for selection except in those cases where unique expertise is required and can be provided only by a limited number of available consultants.

All consultant contracts must be reviewed by the City Attorney's Office for compliance with AB 5 and shall be on a City Attorney approved contract form. All consulting contracts which exceed $50,000 shall be reviewed and approved by the City Council. At a minimum, the following information shall be provided to the Council for review:

* The length of time the consultant has been in the business required by the scope of work.

* Proof of expertise and demonstrated success in the field of expertise required by the scope of work.

* Disclosure of economic interests and relationships between the Mayor/Councilmember and the consultant during the past 12 months.

For contracts below $50,000, the City Manager has the discretion as to whether City Council approval is required.

C. *Part Time and Full Time Personnel*: Part time and full time personnel shall be recruited and hired in accordance with the City's personnel hiring policies and practices.

D. *Restrictions on the Use of Public Resources*: All expenditures are subject to the restrictions on the use of public funds including, but not limited to:
   a. Gift of public funds prohibited.
   b. Use of public funds or resources for political purposes is prohibited.
   c. Political activities during the workday are prohibited.
   d. Public resources cannot be used for political campaign activities.

E. *Social Media:* To the extent public resources (i.e. funds or staff) are used for social media, the City's Social Media Policy is applicable. The Social Media Policy is Policy 1.13 and is located in the City Administrative Manual.

F. *Reimbursement Procedure:* Prior to the expenditure, all reimbursement requests must be submitted to the Mayor (acting as the Department Head) for approval. The request shall show the details of the proposed expenditure with supporting documents. The Mayor shall review the request for compliance with this policy and any other applicable policy and affix his/her signature to signify approval and submit the request to the City Manager for final approval. Should the Mayor not approve a reimbursement request he/she shall notify the City Council within 24 hours of the denial and provide the basis for the denial. In the event the Mayor and City Manager disagree as to the approval/denial of the specific request, the request shall be submitted to the City Council for consideration.

G. *District Budget Carryover:* Council District funds shall be expended during the fiscal year approved. Unexpended funds shall not carry over into the next fiscal year.

H. *Non-profits:* Council District funds shall not be used to contribute to or support non-profit or tax exempt organizations.

I. This policy shall be reviewed on an annual basis.

Strategic Focus Area # 1 – Balanced Budget and Economic Development

a) Maximize economic development strategies.

b) Partner with other public agencies and non-profits, to increase revenue and augment services.

c) Manage pension and other employee expenses.

d) Optimize City assets and lease property, when appropriate.

Strategic Focus Area # 2 – Communication and Outreach

a) Prepare effective budget, close deficit, accurately forecast funding sources, manage investments wisely, provide consistent financial reports, maintain clean audits, resolve findings/deficiencies in a timely manner, and update finance and budget policies.

b) Connect the community with timely and transparent information.

c) Increase meaningful outreach through quality engagement.

d) Improve emergency preparedness and public noticing.

e) Promote educational and economic opportunities.

Strategic Focus Area # 3 – Health, Environment, and Sustainability

a) Update and implement the Climate Action Plan.

b) Support a healthy community through active living and healthy eating.

c) Create health and education hubs around major transit stops.

d) Support an age-friendly community.

Strategic Focus Area # 4 – Housing and Community Development

a) Pursue new housing options at all income levels.

b) Ensure preservation of existing affordable housing stock.

c) Streamline permitting and improve code compliance.

d) Enhance role in reducing homelessness.

Strategic Focus Area # 5 – Parks, Recreation, and Library

a) Improve outreach and increase participation.

b) Organize community events and support other gatherings.

c) Seek reliable funding and synergize with South Bay partners.

d) Develop volunteer program and community services plan.

Strategic Focus Area # 6 – Public Safety

a) Reduce overall crime and illegal activity.

b) Improve operational readiness and community resilience.

c) Enhance recruitment and retention and promote public safety pipeline.

d) Expand community engagement and increase visibility.

Strategic Focus Area # 7 – Transportation Choices and Infrastructure

a) Expand mobility choices by improving access to transit, biking, walking, rolling, and parking management.

b) Improve traffic safety through traffic calming and safe routes.

c) Update capital needs assessment and funding strategies.

d) Maintain infrastructure and establish measurable targets.

PRE-APPROVED CONFERENCES

- California League of Cities sponsored conferences/trainings.
- National League of Cities sponsored conference/trainings.
- American Planning Association (APA) sponsored conferences /trainings.
- California Fair Political Practices Commission sponsored conferences/trainings.
- International Council of Shopping Centers (ICSC) sponsored conferences/trainings.
- American Public Works Association (APWA) sponsored conferences /trainings.
- Vehicles for Change sponsored conferences/trainings.
- National Association of Regional Councils sponsored conferences/trainings.
- Conferences/trainings approved during the Budget Adoption process.

CALIFORNIA DEPARTMENT OF EDUCATION

HOUSING SUMMIT:

POLICY SOLUTIONS TO ADDRESS THE AFFORDABILITY CRISIS

Superintendent Thurmond will share how school districts can create over **2 million new housing units,** and an expert panel will discuss opportunities and barriers to increasing California's housing supply.



Tony Thurmond
State Superintendent of Instruction

PANELISTS



Tia Boatman Patterson
CEO, California Community Reinvestment Corporation



Chris Hannan
President, California State Building Trades Council



Jennifer Barrera
President and CEO, California Chamber of Commerce



Tom Grable
Chairman, California Building Industry Association

REGISTER AND SHARE POLICY SUGGESTIONS:
bit.ly/HousingSummitAug24

August 14 2024 at 10:30 AM

California Department of Education
1430 N Street, Sacramento, CA

California Department of EDUCATION

Housing Summit RSVP and Input - August 2024

Thank you for joining Superintendent Thurmond and the California Department of Education in our efforts to address the housing crisis that our educators and families are facing. We look forward to seeing you on August 14.

Questions? Reach out to jeanderson@cde.ca.gov.

Submit another response

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, October 1, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #7 for the period of 8/9/24 through 8/15/24 in the amount of $2,564,874.14

RECOMMENDATION:
Ratify Warrants Totaling $ 2,564,874.14

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 8/9/24 – 8/15/24. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Geosyntec Consultants	370806	75,000.00	NTP – Vegetation Removal Paradise
Basile Construction	370848	109,679.87	Las Palmas Emergency Storm Drain
LC Paving & Sealing	370863	97,233.60	CIP 19-20 Sweetwater Rd Bikeway
ARJIS	370801	80,490.16	Charter Member Agency fees
Public Emp Ret System	242270152	337,126.44	Service Period 7/23/24 – 8/05/24
PRISM	240813	322,717.00	Property Program 3/24/24 – 3/25/25
PRISM	240813	1,288,822.00	General Liability Program

FINANCIAL STATEMENT:
Warrant total $ 2,564,874.14

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 – FY25 Warrant Register 7

WARRANT REGISTER # 7
8/15/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
STAPLES BUSINESS ADV	MOP#45704 - YAMANES OFFICE SUPPLIES FOR EXEC A	370827	8/13/24	32.07
ENTERPRISE RENT A CA	MARCUS BUSH - ALBUQUERQUE RENT A CAR	370854	8/15/24	600.37
			Total for Department	**632.44**
Building/Planning				
NBS	LANDSCAPE MAINTENANCE DISTRICT ADMIN SERVICES	370812	8/13/24	1,893.00
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT INSPECTION FEES	370829	8/13/24	1.00
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT INSPECTION FEES	370829	8/13/24	1.82
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT INSPECTION FEES	370829	8/13/24	1.00
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT INSPECTION FEES	370829	8/13/24	2.08
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT INSPECTION FEES	370829	8/13/24	1.00
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT INSPECTION FEES	370829	8/13/24	1.04
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT INSPECTION FEES	370829	8/13/24	133.80
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT INSPECTION FEES	370829	8/13/24	133.80
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT INSPECTION FEES	370829	8/13/24	133.80
SMART SOURCE OF CALI	BUSINESS CARDS MOP 63845/ HOUSING AND PLANNING	370873	8/15/24	78.12
			Total for Department	**2,380.46**
CAO				
THOMSON REUTERS	WEST LAW / CAO	370834	8/13/24	637.84
STAPLES BUSINESS ADV	MOP 45704 / CAO/ OFFICE SUPPLIES	370876	8/15/24	191.06
			Total for Department	**828.90**
City Clerk				
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370877	8/15/24	97.85
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370877	8/15/24	57.89
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370877	8/15/24	-97.85
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370877	8/15/24	24.72
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370877	8/15/24	-24.72
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370877	8/15/24	171.57
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370877	8/15/24	70.34
THE EPOCH TIMES	PUBLIC NOTICING - ELECTION RELATED	370879	8/15/24	750.00
			Total for Department	**1,049.80**
Community Services/Nutrition/Library				
SDG&E	GAS AND ELECTRIC SERVICES FOR FY25	370825	8/13/24	3,690.32
SWANK MOTION PICTURE	MOVIES IN THE PARK MOVIE LICENSING 8/9/24/CSD	370830	8/13/24	685.00
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTF	370845	8/15/24	296.80
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTF	370845	8/15/24	318.58
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTF	370845	8/15/24	269.66
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTF	370845	8/15/24	2,292.18
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTF	370845	8/15/24	746.76

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTF	370845	8/15/24	1,993.93
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	370851	8/15/24	64.17
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	370851	8/15/24	64.17
PEIRCE, DENISSE	RFW - YOGA CONTRACT INST. JULY MONTHLY PAYMEN	370868	8/15/24	241.50
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	370869	8/15/24	153.43
SANCHEZ MAYO, LESTER	RFW - CONT.INST.PAYMENT CAMACHO BASKETBALL CI	370871	8/15/24	2,695.00
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	370872	8/15/24	1,050.15
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	370872	8/15/24	920.05
STAPLES BUSINESS ADV	MOP 45704 CAMACHO OFFICE SUPPLIES/CSD	370876	8/15/24	32.82
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTF	370878	8/15/24	3,843.65
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTF	370878	8/15/24	518.89
			Total for Department	**19,877.06**
Engineering / PW's				
FRANK TOYOTA	PT767-35111 TACO TUBESTP ACC	370805	8/13/24	405.81
GEOSYNTEC CONSULTANT	NTP- VEGETATION REMOVAL AT PARADISE AND 8TH	370806	8/13/24	75,000.00
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370807	8/13/24	60.81
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370807	8/13/24	86.64
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370807	8/13/24	357.92
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370807	8/13/24	160.95
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370807	8/13/24	40.55
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370807	8/13/24	407.49
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370807	8/13/24	168.15
GRAINGER	MOP 65179 CREDIT FOR BUILDING SUPPLIES FY25-PW/	370807	8/13/24	-6.91
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370807	8/13/24	426.36
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370807	8/13/24	197.41
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370807	8/13/24	57.46
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY25-PW/EQM	370808	8/13/24	1,517.34
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370810	8/13/24	105.94
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370810	8/13/24	69.51
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370810	8/13/24	417.42
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	370810	8/13/24	87.45
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/STS	370811	8/13/24	443.62
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/WW	370811	8/13/24	255.90
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES CREDIT FY25-PW/EQM	370814	8/13/24	-30.96
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	370814	8/13/24	36.87
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY25-PW/EQM	370816	8/13/24	3,456.61
PERRY FORD	MOP 45703 AUTO REPAIRS FY25-PW/EQM	370817	8/13/24	185.00
PERRY FORD	MOP 45703 AUTO REPAIRS FY25-PW/EQM	370817	8/13/24	185.00
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	370819	8/13/24	2,806.56
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	370819	8/13/24	362.02
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370820	8/13/24	21.49
PRO BUILD COMPANY	GENERAL BUILDING SUPPLIES FY25-PW/FAC	370820	8/13/24	515.09
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370820	8/13/24	116.41
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370820	8/13/24	467.29
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370820	8/13/24	43.12
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370820	8/13/24	183.79

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370820	8/13/24	108.16
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370820	8/13/24	30.45
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370820	8/13/24	23.94
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370820	8/13/24	280.03
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370820	8/13/24	24.24
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	370820	8/13/24	256.04
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	370820	8/13/24	255.82
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/SEWER	370820	8/13/24	43.98
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/SEWER	370820	8/13/24	193.68
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	370820	8/13/24	124.27
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	370821	8/13/24	14.42
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	370821	8/13/24	122.01
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/SEWER	370821	8/13/24	122.01
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/SEWER	370821	8/13/24	48.29
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	370821	8/13/24	45.99
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FY25-PW/STS	370822	8/13/24	117.50
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FY25-PW/STS	370822	8/13/24	100.30
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FY25-PW/STS	370822	8/13/24	118.53
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FY25-PW/STS	370822	8/13/24	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FY25-PW/STS	370822	8/13/24	97.64
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FY25-PW/STS	370822	8/13/24	53.18
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS JUL FY25-PW/STS	370822	8/13/24	55.08
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	370826	8/13/24	629.97
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	370826	8/13/24	71.49
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	370826	8/13/24	263.88
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	370826	8/13/24	100.83
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY24-PW/ENG	370827	8/13/24	119.49
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	370827	8/13/24	170.81
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER MAY-JUL FY25-PW/WV	370831	8/13/24	26.09
T MAN TRAFFIC SUPPLY	STREET SIGN SUPPLIES FY25-PW/STS	370832	8/13/24	9,196.30
THE LLOYD PEST CONTR	PEST CONTROL SERVICES FY24-PW/FAC	370833	8/13/24	52.00
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	370836	8/13/24	404.05
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	370836	8/13/24	139.09
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	481.25
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	117.77
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	176.13
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	138.91
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	91.01
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	226.74
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	55.09
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY254-PW/FAC	370837	8/13/24	155.10
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	55.59
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	195.75
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	157.87
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	60.18
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	55.81
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	128.72
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	487.35

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	400.47
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	400.47
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	503.02
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	47.63
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	402.02
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	180.54
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY24-PW/FAC	370837	8/13/24	26.23
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/FAC	370839	8/13/24	276.62
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/WW	370839	8/13/24	456.10
VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STREETS	370840	8/13/24	1,759.60
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	370841	8/13/24	2,310.80
WESTFLEX INDUSTRIAL	MOP 63850 SEWER SUPPLIES FY25-PW/SEWER	370842	8/13/24	440.17
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	370843	8/13/24	40.06
ANSER ADVISORY MANAG	NTP CLOSED CIRCUIT TELEVISION	370847	8/15/24	12,730.00
BASILE CONSTRUCTION	LAS PALMAS EMERGENCY STORM DRAIN REPAIR- STO	370848	8/15/24	109,679.87
D-MAX ENGINEERING IN	NC STORM WATER SERVICES	370852	8/15/24	450.66
D-MAX ENGINEERING IN	WORK PLAN TO PROVIDE STORM WATER	370852	8/15/24	18,824.07
D-MAX ENGINEERING IN	WORK PLAN FOR WASTEWATER SERVICES	370852	8/15/24	5,099.90
D-MAX ENGINEERING IN	NTP -CONSTRUCTION INSPECTION SERVICES FOR CIP	370853	8/15/24	25.19
L C PAVING & SEALING	CIP 19-20 SWEETWATER ROAD BIKEWAY	370863	8/15/24	97,233.60
MASON'S SAW & LAWNMO	FS251 BRUSHCUTTER BIKE FY25-PW/STS	370865	8/15/24	1,472.18
SPEEDPRO IMAGING	DECALS FOR NUTRITION TRUCKS FY25-PW/EQM	370875	8/15/24	495.23
			Total for Department	**357,866.82**
Finance				
OPTUM	HSA BANKING FEE -GROUP HB1966 APRIL-MAY-JUNE 2(	370867	8/15/24	58.50
OPTUM	HSA BANKING FEE -GROUP HB1966 APRIL-MAY-JUNE 2(	370867	8/15/24	13.00
OPTUM	HSA BANKING FEE -GROUP HB1966 APRIL-MAY-JUNE 2(	370867	8/15/24	19.50
OPTUM	HSA BANKING FEE -GROUP HB1966 APRIL-MAY-JUNE 2(	370867	8/15/24	9.75
OPTUM	HSA BANKING FEE -GROUP HB1966 APRIL-MAY-JUNE 2(	370867	8/15/24	16.25
SMART SOURCE OF CALI	MOP 63845 REGULAR ENVELOPES AR FINANCE	370874	8/15/24	339.45
			Total for Department	**456.45**
Fire				
HAMLYN WILLIAMS INC	TEMP EMPLYMT, NARDZYEZDA ACOSTA WE 28-JULY 2(	370809	8/13/24	800.00
HAMLYN WILLIAMS INC	TEMP EMPLYMT SVCS, SOA NARDYEZDA ACOSTA, WE	370809	8/13/24	820.00
HAMLYN WILLIAMS INC	TEMP EMPLYMT SVCS, SOA NARDYEZDA ACOSTA WE '	370809	8/13/24	800.00
PRO BUILD COMPANY	MOP#45707, LIQUID NAILS AND YELLOW GAS CONN	370820	8/13/24	112.41
PRUDENTIAL OVERALL	MOP #45742, 18X18 PURPLE SHOP TOWEL	370821	8/13/24	25.00
VIORA, BRIAN	REIMBRSMT, PARAMEDIC LICENSE RENEWAL	370838	8/13/24	250.00
MES CALIFORNIA	SILV-EX PLUS FOAM CONCENTRATE 5 GALLON	370866	8/15/24	2,458.84
			Total for Department	**5,266.25**
Housing / Sec 8				
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA W-E OF 5/19/24 (36973) SI	370809	8/13/24	81.27

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8/15/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA W-E OF 06/02/24 (36973) S	370809	8/13/24	86.43
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA W-E OF O5/26/24 (36973) S	370809	8/13/24	119.11
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA W-E OF 06/30/24 (36973) S	370809	8/13/24	1,191.10
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA WEEK ENDING O5/19/202	370809	8/13/24	1,355.79
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA W-E OF 05/26/2024 FOR S	370809	8/13/24	57.62
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA W/E OF 07/07/24 FOR S8	370809	8/13/24	1,153.26
KIMLEY HORN	TOWER 999 TRANSACTION ASSISTANCE FOR	370861	8/15/24	1,740.95
KIMLEY HORN	ON-CALL PROJECT SUPPORT SERVICES CONTRACT	370862	8/15/24	9,804.56
SMART SOURCE OF CALI	BUSINESS CARDS MOP 63845/ HOUSING AND PLANNIN(	370873	8/15/24	39.06
STAPLES BUSINESS ADV	OFFICE SUPPLIES/ HOUSING	370876	8/15/24	133.65
STAPLES BUSINESS ADV	OFFICE SUPPLIES/ HOUSING	370876	8/15/24	-133.65
THE STAR NEWS	AAP- PUBLIC NOTICE/ HOUSING	370880	8/15/24	212.69
THE STAR NEWS	AAP FY 24-25 PUBLIC NOTICE/ HOUSING	370880	8/15/24	181.94
THE STAR NEWS	FONSI PUBLIC NOTICE/ HOUSING	370880	8/15/24	330.56
THE STAR NEWS	FONSI PUBLIC NOTICE/ HOUSING	370880	8/15/24	246.00
THE STAR NEWS	FONSI PUBLIC NOTICE/ HOUSING	370880	8/15/24	248.56
			Total for Department	**16,848.90**
Human Resources				
AETNA BEHAVIORAL HEA	EMPLOYEE ASSISTANCE PROGRAM FOR AUGUST 2024	370844	8/15/24	825.60
ALTA LANGUAGE SERVIC	EMPLOYEE BILINGUAL TESTING	370846	8/15/24	264.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	370850	8/15/24	218.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION-JUL'	370856	8/15/24	3.00
LORONA, ERNESTO	LICENSE/PERMITS REIMBUSRSEMENT/LORONA	370864	8/15/24	80.00
ROJAS, ESTEBAN	LICENSE REIMBURSEMENT-ROJAS	370870	8/15/24	85.00
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCES	370876	8/15/24	15.14
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCES	370876	8/15/24	116.43
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCES	370876	8/15/24	102.75
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCES	370877	8/15/24	158.76
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCES	370877	8/15/24	59.13
			Total for Department	**1,927.81**
MIS				
CORELOGIC SOLUTIONS	REALQUEST PROPERTY RESEARCH APP +	370802	8/13/24	409.68
TYLER TECHNOLOGIES I	TYLER MUNIS / CAD~	370835	8/13/24	2,220.00
GOVCONNECTION INC	HP COLOR PRINTER M554DN~	370857	8/15/24	829.29
GOVCONNECTION INC	MICROSOFT 365 BUSINESS STANDARD	370858	8/15/24	26,360.00
			Total for Department	**29,818.97**
NSD				
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	370820	8/13/24	348.85
HYATT REGENCY ORANGE	CACEO CONFERENCE HOTEL ALEX	370859	8/15/24	833.15
IPS GROUP INC	PEMS - CONVERSION TO DATA TICKET	370860	8/15/24	2,000.00
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	370876	8/15/24	40.53

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	**3,222.53**
Police				
ACE UNIFORMS & ACCES	OFFICER RAIN GEAR / PD	370800	8/13/24	7,436.04
ARJIS	ARJIS / ESUN FY 25	370801	8/13/24	14,231.00
ARJIS	CHARTER MEMBER AGENCY FEES	370801	8/13/24	80,490.16
CYRACOM INTERNATIONA	LANGUAGE LINE FOR DISPATCH / POLICE	370803	8/13/24	60.45
EXPERIAN	EMPLOYEE CREDIT CHECKS / POLICE	370804	8/13/24	27.72
EXPERIAN	CREDIT CHECKS / POLICE	370804	8/13/24	27.00
NITV FEDERAL SERVICE	TRAINING TUITION FOR FUSTON'S CVSA PRC PENDING	370813	8/13/24	1,395.00
PHASE 5 WEAPON SYSTE	BREACHING TOOL FOR INVESTIGATIONS / PD	370818	8/13/24	1,324.88
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370827	8/13/24	167.36
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370827	8/13/24	27.44
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370827	8/13/24	76.72
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370827	8/13/24	15.05
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370827	8/13/24	30.97
CAMACHO, JOSEPH B	REIMB: PEER SUPPORT WELLNESS FLOWERS	370849	8/15/24	93.50
CAMACHO, JOSEPH B	REIMB: BEREAVEMENT FLOWERS / PEER SUPPORT	370849	8/15/24	110.56
ESRI	MAPPING SYSTEM FOR DISPATCH / POLICE	370855	8/15/24	1,750.00
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370876	8/15/24	234.28
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370876	8/15/24	302.17
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370876	8/15/24	69.17
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370876	8/15/24	36.20
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370876	8/15/24	127.74
STAPLES BUSINESS ADV	MOP# 45704. OFFICE SUPPLIES / POLICE	370876	8/15/24	53.90
VCA EMERGENCY ANIMAL	STRAY ANIMAL CARE FOR FY25	370881	8/15/24	248.00
VCA EMERGENCY ANIMAL	STRAY ANIMAL CARE FOR FY25	370881	8/15/24	454.14
			Total for Department	**108,789.45**
Risk				
ONTELLUS	LIABILITY CLAIM COST	370815	8/13/24	962.19
STENO AGENCY, INC.	LIABILITY CLAIM COST	370828	8/13/24	1,771.90
			Total for Department	**2,734.09**
			A/P Total	**551,699.93**
WIRED PAYMENTS				
Finance				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 7/23/24 - 8/05/24	242270152	8/15/24	337,126.44
Risk				
PRISM	PROPERTY PROGRAM-PERIOD COVERED:03/24-03/25	240813	8/13/24	322,717.00
PRISM	GENERAL LIABILITY PROGRAM I-COVERED: 07/24-06/25	240813	8/13/24	1,288,822.00
PRISM	CYBER LIABILITY PROGRAM-PERIOD COVERED:07/24-0(	240813	8/13/24	9,492.00

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PAYEE	DESCRIPTION		CHK NO	DATE	AMOUNT
SECTION 8 HAPS	**Start Date**	**End Date**			
	8/15/2024	8/15/2024			**16,366.20**
PURCHASE CARDS					
Mayor and Council					
HOME DEPOT CREDIT SE	DITAS YAMANE' OFFICE LIVE PLANTS			JULY 24	47.30
HOME DEPOT CREDIT SE	DITAS YAMANES - OFFICE PLANTS			JULY 24	23.68
KUJO EATS	KUJO EATS - CITY REIMBURSED BY CM			JULY 24	17.00
VALLARTA SUPERMARKET	MARCUS BUSH EXECUTIVE ASSISTANT - GET WELL FLOWERS			JULY 24	33.68
VALLARTA SUPERMARKET	MARCUS BUSH EXECUTIVE ASSISTANT - GET WELL CARD			JULY 24	15.36
				Total for Department	**137.02**
CAO					
PRIMO WATER FL	PRIMO WATER FL			JULY 24	58.93
SAN DIEGO UNION TRIB	SAN DIEGO UNION TRIB-SUB			JULY 24	16.00
				Total for Department	**74.93**
City Clerk					
AMAZON.COM	PASSPORT ACCEPTANCE FACILITY SUPPLIES - PASSPORT P			JULY 24	843.68
AMAZON.COM	CLEAR DESK PAD FOR PASSPORT FACILITY COUNTER			JULY 24	38.05
AMAZON.COM	SUPPLIES FOR PASSPORT FACILITY GRAND OPENING EVENT			JULY 24	86.99
				Total for Department	**968.72**
Community Services/Nutrition/Library					
7 ELEVEN	SUPPLIES FOR NC TEEN NIGHTS			JULY 24	30.41
ACE PARKING	CASA YOUTH SUMMER PROGRAMMING			JULY 24	0.75
ACE PARKING	CASA YOUTH SUMMER PROGRAMMING			JULY 24	0.75
AMAZON.COM	CASA YOUTH PROGRAMMING SUPPLIES			JULY 24	246.43
AMAZON.COM	SUPPLIES FOR NC TEEN NIGHTS			JULY 24	301.69
AMAZON.COM	SUPPLIES FOR NC TEEN NIGHTS			JULY 24	48.81
AMAZON.COM	SUPPLIES FOR NC TEEN NIGHTS			JULY 24	215.49
AMAZON.COM	SUPPLIES FOR NC TEEN NIGHTS			JULY 24	86.18
AMAZON.COM	SUPPLIES FOR NC TEEN NIGHTS			JULY 24	43.09
AMC THEATRES	CASA YOUTH SUMMER PROGRAMMING			JULY 24	300.00
BEST BUY	CASA ESPORTS PROGRAMMING SUPPLIES			JULY 24	1,033.11
BEST BUY	CASA ESPORTS PROGRAMMINS SUPPLIES			JULY 24	331.24
BEST BUY	CASA ESPORTS PROGRAMMING SUPPLIES			JULY 24	1,033.11
BOOT WORLD	STAFF APPAREL			JULY 24	185.94
BURROS & FRIES	CASA YOUTH SUMMER PROGRAMMING			JULY 24	217.23
COSTCO WHOLESALE	SUPPLIES FOR NC TEEN NIGHTS			JULY 24	89.22
DAISO	SENIOR PROGRAMMING SUPPLIES			JULY 24	287.10
DAISO	SENIOR PROGRAMMING SUPPLIES			JULY 24	87.54
DOLLAR TREE	SENIOR PROGRAMMING SUPPLIES			JULY 24	85.84

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
DOMINO'S PIZZA	CASA YOUTH SUMMER PROGRAMMING		JULY 24	163.74
DOMINO'S PIZZA	CASA YOUTH SUMMER PROGRAMMING		JULY 24	114.97
DOMINO'S PIZZA	NC TEEN NIGHTS		JULY 24	257.48
DOMINO'S PIZZA	NC TEEN NIGHTS		JULY 24	285.58
DOMINO'S PIZZA	NC TEEN NIGHTS		JULY 24	190.43
HOBBY LOBBY	SENIOR PROGRAMMING SUPPLIES		JULY 24	364.28
ISTOCKPHOTO	MONTHLY SUBSCRIPTION		JULY 24	40.00
JO-ANN FABRIC	SENIOR PROGRAMMING SUPPLIES		JULY 24	8.13
MICHAELS ARTS AND CR	SENIOR PROGRAMMING SUPPLIES		JULY 24	346.83
OFFICE DEPOT	SENIOR PROGRAMMING SUPPLIES		JULY 24	148.74
OFFICE DEPOT	SENIOR PROGRAMMING SUPPLIES		JULY 24	243.40
OLIVE GARDEN	NC TEEN NIGHTS		JULY 24	322.34
PANERA BREAD	CASA YOUTH SUMMER PROGRAMMING		JULY 24	364.83
PARK PLACE MARKET	CASA YOUTH SUMMER PROGRAMMING		JULY 24	29.25
RALPHS	SENIOR PROGRAMMING SUPPLIES		JULY 24	40.61
ROSS STORES	SENIOR PROGRAMMING SUPPLIES		JULY 24	113.97
ROUND1	NC TEEN NIGHTS		JULY 24	480.00
ROUND1	NC TEEN NIGHTS FIELD TRIP		JULY 24	800.00
ROUND1	NC TEEN NIGHTS FIELD TRIP		JULY 24	76.05
ROUND1	NC TEEN NIGHTS FIELD TRIP		JULY 24	171.76
ROUND1	NC TEEN NIGHTS FIELD TRIP		JULY 24	543.00
ROUND1	NC TEEN NIGHTS		JULY 24	240.71
SMART & FINAL	SENIOR PROGRAMMING SUPPLIES		JULY 24	266.63
SMART & FINAL	SUPPLIES FOR NC TEEN NIGHTS		JULY 24	109.94
SPOTIFY	MONTHLY SUBSCRIPTION		JULY 24	19.99
WAL-MART	MISS NATIONAL CITY SUPPLIES		JULY 24	16.22
			Total for Department	**10,382.81**

Fire

ACE HARDWARE	BOLT CUTTER		JULY 24	48.25
AMAZON.COM	GAS VALVE TIMER		JULY 24	99.83
AMAZON.COM	CHECK VALVER FOR PUMPER TEST EQUIPMENT		JULY 24	352.95
AMAZON.COM	CHECK VALVE RETURNED		JULY 24	-187.34
ARCO	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE THOMPSON		JULY 24	87.06
ARCO	TRAVEL EXPENSE TO AND FROM FIRE THOMPSON		JULY 24	40.00
ARCO	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	144.24
BEST WESTERN	TRAVEL EXPENSES TO AND FROM THOMPSON FIRE		JULY 24	124.62
BEST WESTERN	TRAVEL EXPENSES TO AND FROM THOMPSON FIRE		JULY 24	124.62
BEST WESTERN	FOOD AND TRAVEL EXPENSE FROM FIRE		JULY 24	119.84
BEST WESTERN	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE		JULY 24	119.84
BEST WESTERN	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE		JULY 24	124.62
BEST WESTERN	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	124.62
BEST WESTERN	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	119.84
BEST WESTERN	TRAVEL AND EXPENSE TO AND FROM FIRE		JULY 24	119.84
BJ'S RESTAURANT & BR	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	62.21
CARLS JR	TRAVEL EXPENSES TO AND FROM THOMPSON FIRE		JULY 24	84.12
CHEVRON	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE THOMPSON		JULY 24	144.70

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
CHEVRON	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE THOMPSON		JULY 24	112.78
COMFORT INN	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE THOMPSON		JULY 24	178.24
DENNY'S	TRAVEL EXPENSES TO AND FROM THOMPSON FIRE		JULY 24	82.72
DENNY'S	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	103.90
DENNY'S	FOOD AND TRAVEL EXPENSE FROM AND TO FIRE		JULY 24	45.55
ENTERPRISE RENT A CA	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE THOMPSON		JULY 24	378.41
ENTERPRISE RENT-A-CA	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE		JULY 24	20.00
EXXON	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	110.68
FAIRFIELD INN	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	152.87
GRILLPARTSSEARCH.COM	PARTS FOR BBQ PRC#13839		JULY 24	1,160.65
IN-N-OUT BURGERS	FOOD AND TRAVEL EXPENSES FROM AND TO FIRE		JULY 24	45.46
IN-N-OUT BURGERS	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	45.51
LARSEN'S RESTAURANTS	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	124.83
LARSEN'S RESTAURANTS	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	114.98
RESIDENCE INN	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE		JULY 24	231.13
ROBERTOS TACO SHOP	FOOD FOR METRO ZONE OPS		JULY 24	70.14
SAFEWAY	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE		JULY 24	61.75
SCOTT VLY A PTS	FOOD AND TRAVEL EXPENSE TO AND FROM FIRE		JULY 24	8.03
SHELL	TRAVEL AND FOOD EXPENSE TO AND FROM FIRE		JULY 24	113.50
SHELL	TRAVEL EXPENSE TO AND FROM THOMPSON FIRE		JULY 24	93.11
SOUTHWESTERN COMMUNI	SOUTHWESTERN COLLEGE STATE CERT FOR FFI		JULY 24	150.00
SPROUTS FARMERS MARK	FOOD AND TRAVEL EXPENSES FROM AND TO FIRE		JULY 24	35.59
STARBUCKS	COFFE FOR METRO METRO ZONE OPS		JULY 24	44.00
WILLY'S ELECTRONIC S	USB 2.0 CONNECTION FOR SCBA PROJECT		JULY 24	2.72
			Total for Department	**5,340.41**
Human Resources				
AMAZON.COM	OFFICE SUPPLIES		JULY 24	40.12
CHIPOTLE	PROFESSIONAL SERVICES-RFP INTERVIEWS		JULY 24	230.39
EINSTEIN BROS BAGELS	PROFESSIONAL SERVICES-RFP INTERVIEWS		JULY 24	54.78
MACYS	ANNIVERSARY GIFT CARD		JULY 24	75.00
PARMA	PUBLIC ENTITY ANNUAL MEMBERSHIP		JULY 24	300.00
TARGET	ANNIVERSARY GIFT CARD		JULY 24	25.00
TARGET	ANNIVERSARY GIFT CARD		JULY 24	150.00
WAL-MART	SCHOOL SUPPLIES/4TH OF JULY FAIR		JULY 24	239.80
WAL-MART	ANNIVERSARY GIFT CARD		JULY 24	100.00
			Total for Department	**1,215.09**
MIS				
AMAZON.COM	HISENSE TVS -PD		JULY 24	333.90
AMAZON.COM	CISCO SFP TRANSCEIVERS		JULY 24	565.91
AMAZON.COM	USBC TO USB ADAPTER		JULY 24	7.82
AMAZON.COM	FIBER PATCH CABLES		JULY 24	252.52
AMAZON.COM	HIGHSPEED USBC ADAPTERS		JULY 24	35.79
KINTONE CORPORATION	KINTONE APP - NUTRITION CENTER		JULY 24	855.00
ZOOM	ZOOM.US SUBSCRIPTION		JULY 24	795.15

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	**2,846.09**
NSD				
CODEENFORCE	PRC#T3260 CODE ENFORCEMENT OFFICER SAFETY FOUNDATI		JULY 24	75.00
ICC CHICAGO REGIONAL	PRC#T3261 2021 INTER RES CODE, 2021 INTER PROP MAI		JULY 24	265.30
ICC CHICAGO REGIONAL	PRC#T3261 2021 PROPERTY MAINTENANCE AND HOUSING IN		JULY 24	69.00
			Total for Department	**409.30**
Police				
ADVANCED CRISIS NE	EB ADVANCED CRISIS NE TUITION FOR CORADO FOR ADV		JULY 24	357.00
AEP CALIFORNIA LLC	RADIO INSTALL HIGHLANDER		JULY 24	473.07
AMAZON.COM	WIRELESS HDMI TRANSMITTER AND ADHESIVE MATS		JULY 24	118.91
AMAZON.COM	WIRELESS HDMI TRANSMITTER AND ADHESIVE MATS		JULY 24	95.56
AMAZON.COM	FOAM EARPLUGS DISPENSER		JULY 24	101.57
AMAZON.COM	FOAM EARPLUGS DISPENSER		JULY 24	116.34
AMAZON.COM	AIR FILTERS AND SEAT CUSHION		JULY 24	91.65
AMAZON.COM	AC TO DC CONVERTER		JULY 24	36.43
AMAZON.COM	OUTDOOR SHADES AND CARABINER CLIPS		JULY 24	163.03
AMAZON.COM	AIR FILTERS		JULY 24	78.97
AMAZON.COM	OFFICE SUPPLIES		JULY 24	51.09
AMAZON.COM	UTILITY CART		JULY 24	101.41
AMAZON.COM	CLEANING SUPPLIES		JULY 24	105.39
BATTERY JUNCTION	BATTERIES		JULY 24	396.12
BEHAVIOR ANALYSIS TR	INVESTIGATIVE INTERVIEW & INTERROGATION COURSE		JULY 24	575.00
CALIFORNIA CLETS USE	2024 AGENCY MEMBERSHIP		JULY 24	125.00
CALIFORNIA HOMICIDE	CHIA TUITIOIN FOR HIRSH AND SCANLON PRC T3242 - CA		JULY 24	898.00
CARNIVAL CANDIES & I	CANDIES		JULY 24	15.98
CHICK-FIL-A	SAN DIEGO CITE DAY MEAL		JULY 24	454.63
CITRIX SYSTEMS, INC.	SOFTWARE FOR FILE SHARE PRC 14016		JULY 24	770.10
COSTCO WHOLESALE	2024 USE OF FORCE WORKSHOP MEAL		JULY 24	193.92
COSTCO WHOLESALE	4TH SUPPLIES		JULY 24	409.86
EMBASSY CONSULTING S	PEER SUPPORT MANDATE TRAINING TUITION FOR WADSWORT		JULY 24	300.00
EMBASSY CONSULTING S	EMBASSY CONSULTING SER PEER SUPPORT TUITION - GGON		JULY 24	900.00
EMBASSY CONSULTING S	EMBASSY CONSULTING SER PEER SUPPORT TUITIO FOR SOS		JULY 24	300.00
EXXON	HIGHLAND MOBILE PROPANE REFILLS		JULY 24	13.10
FAIRFIELD INN	FAIRFIELD INN & SUITES CHARGE MADE IN ERROR AND FU		JULY 24	1.00
FAIRFIELD INN	FAIRFIELD INN & SUITES CHARGE MADE IN ERROR AND FU		JULY 24	-1.00
FAIRFIELD INN	FTO COURSE FOR SABALA LODGING PRC PENDING SENT TO		JULY 24	636.15
FAIRFIELD INN	FTO COURSE FOR SABALA LODGING PRC PENDING SENT TO		JULY 24	345.00
FUJITSU COMPUTER PRO	CLEANER FOR SCANNER		JULY 24	105.98
GOLDEN ERGONOMICS	ERGONOMIC EVALUATION		JULY 24	450.00
GOOGLE	ROBLOX CHARGE MADE IN ERROR AND WAS REFUNDED. REF		JULY 24	9.99
GOOGLE	ROBLOX TRANSACTION MADE IN ERROR. CHARGE REFUNDED		JULY 24	-9.99
HARBOR FREIGHT TOOLS	OFFICE RECONFIGURATION		JULY 24	36.71
HARBOR FREIGHT TOOLS	OFFICE RECONFIGURATION		JULY 24	69.23
HOME DEPOT CREDIT SE	OFFICE RECONFIGURATION		JULY 24	44.64
HOME DEPOT CREDIT SE	OFFICE RECONFIGURATION		JULY 24	135.42

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
HOME DEPOT CREDIT SE	OFFICE RECONFIGURATION		JULY 24	46.13
HOME DEPOT CREDIT SE	OFFICE RECONFIGURATION		JULY 24	9.59
HOME DEPOT CREDIT SE	OFFICE RECONFIGURATION		JULY 24	187.20
HOME DEPOT CREDIT SE	OFFICE RECONFIGURATION		JULY 24	120.29
HOME DEPOT CREDIT SE	OFFICE RECONFIGURATION		JULY 24	42.78
HOME DEPOT CREDIT SE	OFFICE RECONFIGURATION		JULY 24	68.12
HOME DEPOT CREDIT SE	OFFICE RECONFIGURATION		JULY 24	90.61
JERSEY MIKE'S	2024 USE OF FORCE WORKSHOP MEAL		JULY 24	179.90
JERSEY MIKE'S	2024 USE OF FORCE WORKSHOP MEAL		JULY 24	359.80
MIDWAYUSA COM	CLEANING MATS AND ADJUSTABLE TARGET STAND		JULY 24	88.91
OPTICS PLANET	TARGETS AND EQUIPMENT		JULY 24	402.35
OPTICS PLANET	TARGETS AND EQUIPMENT		JULY 24	39.14
PELOTON	MEMBERSHIP		JULY 24	44.00
PLAZA DONUTS	SAN DIEGO CITE DAY MEAL		JULY 24	60.50
RED ROCK CASINO RESO	ADV ROOM DEPOSIT REQUIRED AT THE TIME OF BOOKING,		JULY 24	190.97
RED ROCK CASINO RESO	RED ROCK ADV ROOM DEPOSIT REQUIRED AT THE TIME OF		JULY 24	195.49
SAN DIEGO REGIONAL P	REGIONAL TRAINING CENT TUITION FOR FITCHHORN'S TC		JULY 24	875.50
SHERATON	SHERATON GARDEN GROVE PRC T3133 SLI FOR P HERNANDE		JULY 24	18.00
SHERATON	SHERATON GARDEN GROVE SLI LODGING FOR P HERNANDEZ		JULY 24	108.90
SHERATON	SHERATON GARDEN GROVE SLI LODGING FOR P HERNANDEZ		JULY 24	384.00
SHRED IT USA	ON-SITE SHREDDING		JULY 24	441.47
SMART & FINAL	SMART AND FINAL		JULY 24	45.89
SOUTHWEST AIRLINES	FLIGHT FOR LONG AND CORADO FOR ADV CNT. PRC T326		JULY 24	482.96
SOUTHWEST AIRLINES	FLIGHT FOR LONG AND CORADO FOR ADV CNT. PRC T326		JULY 24	482.96
STARBUCKS	SAN DIEGO CITE DAY MEAL		JULY 24	46.00
STARBUCKS	SAN DIEGO CITE DAY MEAL REFUND		JULY 24	-44.00
TACFIRE INC.	FIREARMS TACTICAL RIFLE TUITION FOR RUBEN LOPEZ T3		JULY 24	750.00
TACFIRE INC.	TUITION FOR FIREARMS INSTUCTOR CORUSE FOR CRESTIK		JULY 24	750.00
THE ENGRAVING STORE	ENGRAVING		JULY 24	60.75
THOMSON WEST	ONLINE SUBSCRIPTION		JULY 24	691.95
T'S & SIGNS INC.	KELLY GREEN T-SHIRTS		JULY 24	195.75
UPS	TRUNARC SHIPPING		JULY 24	91.76
UPS	RESCUE PHONE SHIPPING		JULY 24	205.53
UPS	SHIPPING COST TO TSI		JULY 24	130.16
WRISTBANDBROS.COM	WRISTBANDS		JULY 24	367.58

Total for Department **17,276.20**

Purchase Card Total **38,650.57**

GRAND TOTAL **2,564,874.14**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, October 1, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #8 for the period of 8/9/24 through 8/15/24 in the amount of $4,828,614.60

RECOMMENDATION:
Ratify Warrants Totaling $4,828,615.60

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 8/9/24 – 8/15/24. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
California Commercial	370916	172,989.13	CIP 22-01 Las Palmas Pool
Dick Miller Inc	370940	280,667.94	CIP 22-09 Eastside I-805 Community
Southwest Construction	370990	84,175.46	CIP 20-05 Pistol Range HVAC
Health Net Inc	370953	65,470.27	GRP# R1192A – September 2024
City of San Diego	539	1,893,570.00	Transportation / Treatment Fees
Adminsure Inc	542	127,906.00	WC Acct Replenishment 7/2024

FINANCIAL STATEMENT:
Warrant total $4,828,615.60

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 – FY25 – Warrant Register No. 8

WARRANT REGISTER # 8
8/22/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
DEKRA-LITE INDUSTRIE	YAMANE'S BANNER - 50% PARTIAL PAYMENT	370884	8/20/24	8,245.00
BUSH, MARCUS	BUSH - ALBUQUERQUE TRAVEL EXPENSE	370915	8/22/24	245.88
SMART & FINAL	MOP 45756 - YAMANE'S OPEN HOUSE SNACKS	370986	8/22/24	62.64
STAPLES BUSINESS ADV	OFFICE SUPPLIES/COFFEE FOR COUNCIL	370992	8/22/24	58.43
STAPLES BUSINESS ADV	OFFICE SUPPLIES/COFFEE FOR COUNCIL	370992	8/22/24	58.43
STAPLES BUSINESS ADV	OFFICE SUPPLIES/COFFEE FOR COUNCIL	370992	8/22/24	58.45
STAPLES BUSINESS ADV	OFFICE SUPPLIES/COFFEE FOR COUNCIL	370992	8/22/24	58.43
			Total for Department	**8,787.26**
Building/Planning				
SMART SOURCE OF CALI	MOP#63845 COMM DEVELOPMENT BUSINESSD CARD	370987	8/22/24	54.23
			Total for Department	**54.23**
CAO				
			Total for Department	**0.00**
City Clerk				
EL LATINO NEWSPAPER	ELECTION PUBLIC NOTICE - SPANISH NEWSPAPER	370941	8/22/24	2,899.20
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370993	8/22/24	39.14
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370993	8/22/24	108.86
STAPLES BUSINESS ADV	OFFICE SUPPLIES	370993	8/22/24	74.32
THE STAR NEWS	PUBLIC NOTICING	371000	8/22/24	181.94
TRANS-LANG	TRANSLATION SERVICES FOR CITY COUNCIL MEETIN	371003	8/22/24	595.00
			Total for Department	**3,898.46**
CMO				
AMAZON	MIKOLO MULTI-FUNCTION POWER CAGE. SQUAT RAC	370908	8/22/24	-217.50
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - JANUARY 2024	370931	8/22/24	3,061.66
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - APRIL 2024	370932	8/22/24	1,926.00
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - MAY 2024	370933	8/22/24	1,204.00
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - FEBRUARY 2024	370934	8/22/24	1,684.84
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - JUNE 2024	370935	8/22/24	2,305.01
SPARKLETTS	WATER FOR FINANCE DEPARTMENT	370991	8/22/24	82.88
			Total for Department	**10,046.89**
Community Services/Nutrition/Library				
HOME DEPOT CREDIT SE	HOME DEPOT REFUND/CSD	370888	8/20/24	-484.66
HOME DEPOT CREDIT SE	BIG BLOWERS FOR CS DAY/CSD	370888	8/20/24	481.64
HOME DEPOT CREDIT SE	CASA YOUTH PROGRAMMING SUPPLIES/CSD	370888	8/20/24	439.49
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	370906	8/22/24	147.88

WARRANT REGISTER # 8
8/22/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	370906	8/22/24	812.17
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	370906	8/22/24	1,733.90
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	370906	8/22/24	726.12
AMAZON	U-TOOLIZE GRANT- RETURN FIBERGLAS STEPLADDE	370908	8/22/24	-201.04
AMAZON	U-TOOLIZE GRANT- TOOLS FOR CHECK OUT AT	370908	8/22/24	538.57
AMAZON CAPITAL SERVI	PORTABLE INFLATABLE SPORTS COURT C/O 080824/(	370909	8/22/24	1,131.00
AMAZON CAPITAL SERVI	DESK SUPPLIES FOR ZAIDE/CSD	370909	8/22/24	44.37
BOOT WORLD	WORK BOOTS FOR YURI PENA	370913	8/22/24	166.37
CONSTANT CONTACT INC	PRE-PAYMENT SUBSCRIPTION/CSD	370929	8/22/24	3,788.65
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	370936	8/22/24	64.17
GUERRERO, FEDERICO	RFW-CONT INST QUARTERLY PAYMENT GRP FOLK SI	370945	8/22/24	5,544.00
PACIFIC REFRIGERATIO	SERVICE CALL CHARGE	370968	8/22/24	317.90
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	370973	8/22/24	153.43
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRIT	370973	8/22/24	148.36
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRIT	370973	8/22/24	124.34
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	370973	8/22/24	303.48
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRIT	370973	8/22/24	437.69
PRUDENTIAL OVERALL S	LAUNDRY & CONSUMABLES AS NEEDED FOR NUTRIT	370973	8/22/24	458.56
S & S RECREATION WOR	SENIOR PROGRAMMING SUPPLIES/CSD	370976	8/22/24	193.07
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	370984	8/22/24	476.00
STAPLES BUSINESS ADV	MOP 45704 PROGRAMMING SUPPLIES/CSD	370992	8/22/24	69.26
STAPLES BUSINESS ADV	MOP 45704 PROGRAMMING SUPPLIES/CSD	370992	8/22/24	147.90
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES/CSD	370992	8/22/24	96.48
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	370996	8/22/24	3,804.74
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	370996	8/22/24	246.00
T'S & SIGNS INC	ESPORTS T-SHIRTS AND MEDALS/CSD	370997	8/22/24	845.54
			Total for Department	**22,755.38**
Engineering / PW's				
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370885	8/20/24	158.91
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370885	8/20/24	107.66
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370885	8/20/24	34.37
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370885	8/20/24	223.74
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370885	8/20/24	111.87
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370885	8/20/24	308.45
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	370885	8/20/24	308.45
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	370888	8/20/24	123.46
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	370888	8/20/24	814.55
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	370888	8/20/24	1,104.12
MAINTEX INC	JANITORIAL SUPPLIES FY25-PW/FAC	370889	8/20/24	266.53
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	370890	8/20/24	95.66
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	370890	8/20/24	125.17
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY25-PW/EQM	370891	8/20/24	1,099.79
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370892	8/20/24	43.46
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370892	8/20/24	201.06
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370893	8/20/24	160.86
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370894	8/20/24	46.85

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	370894	8/20/24	77.56
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370895	8/20/24	26.89
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370895	8/20/24	21.18
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	370895	8/20/24	168.78
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	370896	8/20/24	59.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	370896	8/20/24	14.42
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	370896	8/20/24	70.66
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/SEWER	370896	8/20/24	65.08
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY24-PW/FAC	370896	8/20/24	198.14
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	370897	8/20/24	290.36
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/FAC	370898	8/20/24	88.21
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370898	8/20/24	69.47
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	370898	8/20/24	489.81
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	370898	8/20/24	90.27
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	510.99
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	475.51
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	376.85
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	1,520.21
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	262.27
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	1,232.83
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	807.77
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	713.85
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	106.59
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	227.91
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	437.51
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370899	8/20/24	194.59
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	102.87
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	8,618.72
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	11,375.38
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	113.99
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	146.54
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	6,750.00
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	4,032.29
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	112.96
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	530.72
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	112.96
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370899	8/20/24	160.14
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370900	8/20/24	77.85
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370900	8/20/24	66.53
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370900	8/20/24	26.09
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY25-PW	370900	8/20/24	46.31

WARRANT REGISTER # 8
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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	86.00
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	96.13
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FORMAY-JUL FY25-PW	370900	8/20/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	27.70
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	27.70
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	27.70
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	68.14
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR MAY-JUL FY25-PW	370900	8/20/24	27.70
TURF STAR INC	PARTS FOR PARKS MOWER FY25-PW/EQM	370901	8/20/24	285.53
VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STS	370903	8/20/24	1,035.17
AEP CALIFORNIA LLC	NCPD FY24 LEASE VEHICLE LIGHTING	370905	8/22/24	7,613.13
ANSER ADVISORY MANAG	NTP 5-5-21- SWEETWATER RD PROTECTED	370910	8/22/24	8,920.00
ANSER ADVISORY MANAG	NTP 5-5-21- SWEETWATER RD PROTECTED	370910	8/22/24	16,050.00
ANSER ADVISORY MANAG	NTP 5-5-21- SWEETWATER RD PROTECTED	370910	8/22/24	6,731.02
ANSER ADVISORY MANAG	NTP 5-5-21- SWEETWATER RD PROTECTED	370910	8/22/24	1,377.00
ANSER ADVISORY MANAG	NTP - FY24/25 NC WASTEWATER TAX ROLL UPDATE	370911	8/22/24	24,071.35
CALIFORNIA COMMERCIA	CIP 22-01 LAS PALMAS SWIMMING POOL	370916	8/22/24	172,989.13
CALRECYCLE	REFUND FOR CALRECYCLE BEV CONTAINER RECLYII	370917	8/22/24	280.00
CANON SOLUTIONS AMER	EQUIPMENT BASE CHARGE ENG PLOTTER/SCANNER	370918	8/22/24	88.57
CANON SOLUTIONS AMER	EQUIPMENT USAGE CHARGE ENG PLOTTER/SCANNE	370918	8/22/24	36.03
CHEN RYAN ASSOCIATES	CIP 23-13 24TH ST TRANSIT CENTER	370920	8/22/24	13,045.00
CHEN RYAN ASSOCIATES	CIP 23-13 24TH ST TRANSIT CENTER	370920	8/22/24	11,801.96
CHEN RYAN ASSOCIATES	CIP 23-1 FEASIBILITY STUDY FOR 24TH ST	370920	8/22/24	26,816.15
CHEN RYAN ASSOCIATES	CIP 23-13 24TH ST TRANSIT CENTER	370920	8/22/24	14,672.39
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	370920	8/22/24	1,411.25
CHEN RYAN ASSOCIATES	CIP 22-13 ON-CALL PROJECT SUPPORT SERVICES	370920	8/22/24	2,927.50
COSCO FIRE PROTECTIO	CITY HALL SPRINKLERS FY24-PW/FAC	370930	8/22/24	1,305.00
COSCO FIRE PROTECTIO	NUTRITION CTR SPRINKLERS FY24-PW/FAC	370930	8/22/24	905.00
COSCO FIRE PROTECTIO	MLK SPRINKLERS FY24-PW/FAC	370930	8/22/24	1,400.00
COSCO FIRE PROTECTIO	FD SPRINKLERS FY24-PW/FAC	370930	8/22/24	805.00
COSCO FIRE PROTECTIO	PD INSPECTION FY24-PW/FAC	370930	8/22/24	1,305.00
COSCO FIRE PROTECTIO	SPRINKLER INSPECTION FY24-PW/FAC	370930	8/22/24	805.00
CUMMING CHEVROLET	TRANSMISSION FOR FIRE VEH #085 FY25-PW/EQM	370937	8/22/24	6,587.61
D-MAX ENGINEERING IN	T&A 90626- UNION TOWER APARTMENTS	370938	8/22/24	744.44
D-MAX ENGINEERING IN	T&A 90539 – KIMBALL HIGHLAND WEST- 1221 D AVE.	370938	8/22/24	137.85

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
D-MAX ENGINEERING IN	90412- C AVE. CANYON- RANCHO ARROLLO VILLAS	370938	8/22/24	25.19
D-MAX ENGINEERING IN	T&A 90634: IN-N-OUT BURGER- 1900 E PLAZA BLVD.	370938	8/22/24	25.19
D-MAX ENGINEERING IN	T&A 90562 – NC SAN YSIDRO HEALTH PACE CLINIC	370938	8/22/24	25.19
D-MAX ENGINEERING IN	T&A 90538 – KIMBALL HIGHLAND EAST	370938	8/22/24	100.30
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT P	370940	8/22/24	280,667.94
GRAINGER	COMPRESSOR PUMPS FY25-PW/FAC	370944	8/22/24	6,093.11
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/STS	370944	8/22/24	140.55
GRAINGER	MOP 65179 SEWER SUPPLIES FY25-PW/WW	370944	8/22/24	19.68
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/STS	370944	8/22/24	61.12
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	370947	8/22/24	627.89
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	370947	8/22/24	702.07
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	370947	8/22/24	1,392.90
HASA INC	CHEMICAL PRODUCTS FOR MUNICIPAL POOL FY24-P\	370947	8/22/24	853.65
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FACQ	370947	8/22/24	1,901.03
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	370958	8/22/24	118.55
HSCC INC	CIP 23-06 KIMBALL PARK DOG PARK, TOT	370959	8/22/24	16,385.93
INNOVATIVE CONSTRUCT	CIP 22-09 EASTSIDE I-805 GREENBELT	370961	8/22/24	43,008.00
KIMLEY HORN AND	ON-CALL PROJECT SUPPORT SERVICES~	370963	8/22/24	22,617.78
KIMLEY HORN AND	ON-CALL PROJECT SUPPORT SERVICES~	370963	8/22/24	11,070.23
LEIGHTON CONSULTING	NTP - EASTSIDE I-805 COMMUNITY GREENBELT PROJ	370965	8/22/24	3,297.54
LEIGHTON CONSULTING	NTP - EASTSIDE I-805 COMMUNITY GREENBELT PROJ	370965	8/22/24	4,508.11
NERI LANDSCAPE ARCHI	NTP - LAS PALMAS PROJECT SCOPING	370967	8/22/24	4,725.00
NERI LANDSCAPE ARCHI	NTP- PLAZA AND HARBISON IMPROVEMENTS	370967	8/22/24	4,560.00
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY24-PW/EQM	370969	8/22/24	353.95
PRECISION TEMPERATUR	DEFROST TIMER FOR PD FY24-PW/FAC	370970	8/22/24	983.45
PRECISION TEMPERATUR	FREEZER LED LIGHT FOR PD FY24-PW/FAC	370970	8/22/24	3,193.66
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370971	8/22/24	204.80
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	370971	8/22/24	316.95
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370971	8/22/24	123.29
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370972	8/22/24	148.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370972	8/22/24	79.78
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370972	8/22/24	107.19
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370972	8/22/24	80.99
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FAC	370972	8/22/24	437.34
PRO BUILD COMPANY	MOP 45707 PARK SUPPLIES FY24-PW/PARKS	370972	8/22/24	105.91
PRO BUILD COMPANY	CONCRETE FOR STREETS FY24-PW/STS	370972	8/22/24	497.04
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/STS	370972	8/22/24	388.64
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	370972	8/22/24	139.29
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	370972	8/22/24	113.20
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	370973	8/22/24	820.04
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	370973	8/22/24	65.08
RED WING BUSINESS	SAFETY BOOTS FOR JUAN PICHE FY25-PW/STS	370975	8/22/24	200.00
RED WING BUSINESS	SAFETY BOOTS FOR MANUEL AGUIRRE FY25-PW/STS	370975	8/22/24	200.00
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370985	8/22/24	87.17
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PARKS	370985	8/22/24	13.18
SOLANA CENTER FOR	PROVIDE STATE BILL (SB) 1383 COMPLIANCE	370988	8/22/24	1,891.25
SOUTHWEST CONSTRUCTI	CIP 20-05 PISTOL RANGE HVAC AND SAFETY	370990	8/22/24	84,175.46
SOUTHWEST CONSTRUCTI	CIP 20-05 PISTOL RANGE HVAC AND SAFETY	370990	8/22/24	16,115.86

WARRANT REGISTER # 8
8/22/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SUNBELT RENTALS, INC	RENTAL OF AUGER FY24-PW/PARKS	370994	8/22/24	672.99
SUNBELT RENTALS, INC	RENTAL OF AUGER FY24-PW/PARKS	370994	8/22/24	-179.34
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY25-PW/FAC	371004	8/22/24	35.76
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY25-PW/FAC	371004	8/22/24	265.01
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY25-PW/FAC	371004	8/22/24	499.92
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY25-PW/FAC	371004	8/22/24	30.94
			Total for Department	**887,556.36**
Finance				
BRINK'S INCORPORATED	TRANSPORTATION BILLING PERIOD 8/1/24-8/31/24	370914	8/22/24	567.87
CAPFORGE INC.	RSWA CAPFORGE INC/PAYROLL BOARD STIPENDS	370919	8/22/24	145.00
CITY OF DEL MAR	RSWA PAYMENT FOR HHW EDUCATIONAL FY 24/25	370922	8/22/24	7,000.00
CITY OF ENCINITAS	RSWA PAYMENT FOR HHW EDUCATIONAL FY 24/25	370923	8/22/24	7,000.00
CITY OF ESCONDIDO	RSWA PAYMENT FOR HHW EDUCATIONAL FY 24/25	370924	8/22/24	7,000.00
CITY OF NATIONAL CIT	RSWA PAYMENT FOR EDUCATIONAL FY 24/25	370925	8/22/24	7,000.00
CITY OF POWAY	RSWA PAYMENT FOR HHW EDUCATIONAL FY 24/25	370926	8/22/24	7,000.00
CITY OF SOLANA BEACH	RSWA PAYMENT FOR HHW EDUCATIONAL FY 24/25	370927	8/22/24	7,000.00
CITY OF VISTA	RSWA PAYMENT FOR HHW EDUCATIONAL FY 24/25	370928	8/22/24	7,000.00
FEDEX	GROUND - BILLING THIRD PARTY	370942	8/22/24	17.69
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX JULY - SEPTEMBEF	370948	8/22/24	3,486.38
HEALTH NET INC	GRP #GX011A - SEPTEMBER 2024 HEALTH NET INS	370949	8/22/24	34,130.47
HEALTH NET INC	GRP. #LB439A - SEPTEMBER 2024 HEALTH NET INS	370950	8/22/24	23,241.08
HEALTH NET INC	GRP. #LB439F - SEPTEMBER 2024 HEALTH NET INS	370951	8/22/24	777.39
HEALTH NET INC	GRP. #N8240A - SEPTEMBER 2024 HEALTH NET INS	370952	8/22/24	2,019.15
HEALTH NET INC	GRP #R1192A - SEPTEMBER 2024 HEALTH NET INS	370953	8/22/24	65,470.27
HEALTH NET INC	GRP #R1192R - SEPTEMBER 2024 HEALTH NET - D. JC	370954	8/22/24	920.47
HEALTH NET INC	GRP #ZI454A - SEPTEMBER 2024 HEALTH NET INS	370955	8/22/24	329.86
HEALTH NET INC	GRP #ZI454F - SEPTEMBER 2024 HEALTH NET INS	370956	8/22/24	3.02
SOLANA CENTER FOR	RSWA SB1383 COMPLIANCE SUPPORT FOR 6/1/24-6/3	370988	8/22/24	2,400.00
WOODRUFF & SMART	RSWA REIMBURSEMENTS TO WSS THRU 6/30/24	371008	8/22/24	655.00
WOODRUFF & SMART	RSWA GM SERVICES EXCESS OF RETAINER	371008	8/22/24	14,614.00
WOODRUFF & SMART	RSWA GM MONTHLY INVOICE AUGUST 2024	371008	8/22/24	4,750.00
WOODRUFF & SMART	RSWA LEGAL SERVICES EXCESS RETAINER 2024	371008	8/22/24	8,984.00
WOODRUFF & SMART	RSWA LEGAL SERVICES AUGUST 2024	371008	8/22/24	2,500.00
			Total for Department	**214,011.65**
Fire				
HOME DEPOT CREDIT SE	TOOLS FOR FIRE ST #34/HOME DEPOT	370888	8/20/24	482.78
HOME DEPOT CREDIT SE	TOOLS FOR FIRE ST #34/HOME DEPOT	370888	8/20/24	837.33
HOME DEPOT CREDIT SE	TOOLS FOR FIRE ST #34/HOME DEPOT	370888	8/20/24	277.31
HOME DEPOT CREDIT SE	TOOLS FOR FIRE ST #34/HOME DEPOT	370888	8/20/24	226.05
HOME DEPOT CREDIT SE	ROUGHNECK 32 GAL VENTED OUTDOOR REC	370888	8/20/24	226.05
HOME DEPOT CREDIT SE	EMERGENCY ELECTRICAL REPAIRS-OUTLETS	370888	8/20/24	52.82
AMAZON	STRIKE TEAM EQUIPMENT	370907	8/22/24	965.89
BAUER COMPRESSORS	CONTROL MODULE 4500/5500 PSIG, TIC	370912	8/22/24	1,963.49

WARRANT REGISTER # 8
8/22/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
DAY WIRELESS SYSTEMS	RADIO REPAIR	370939	8/22/24	912.00
HALLIBURTON, TREVOR	REIMBURSMENT EDUCATIONAL EXPENSE, S-90	370946	8/22/24	142.00
L N CURTIS & SONS	XFT-NJ CROSSFIRE MONITOR AND BASE	370964	8/22/24	5,020.25
PRO BUILD COMPANY	MOP 45707, 3-IN-1 MULTI PURPOSE OIL	370972	8/22/24	120.21
PRUDENTIAL OVERALL S	MOP #45742	370973	8/22/24	25.00
SAFETY-KLEEN SYSTEMS	GASTEC AQUEOUS PW SAMPLE TUBE	370977	8/22/24	260.61
SMART & FINAL	MOP 45756, FIRST STREET WATER FOR THE FIRE ST/	370986	8/22/24	248.30
STAPLES BUSINESS ADV	MOP #45704, FIRE ADMIN OFFICE SUPPLIES	370992	8/22/24	143.23
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES-4 -JULY 2024	370998	8/22/24	440.00
THE SUPPLY CACHE	FIRE HOSE BANDS	371001	8/22/24	127.62
VIORA, BRIAN	REIMBRSMT EXPNSS, AMBULANCE BUS ACADEMY, PI	371005	8/22/24	207.08
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FOR FIRE STATIONS	371006	8/22/24	2,080.87
WRIGHT & LESTRANGE	CONSULTANT SHALL PROVIDE LEGAL OPINION	371009	8/22/24	3,826.59
			Total for Department	**18,585.48**
Housing / Sec 8				
CHULA VISTA EXTENDED	HOTEL ASSISTANCE/ HOUSING	370921	8/22/24	3,795.00
KEYSER MARSTON ASSOC	ON-CALL CONSULTING SERVICES	370962	8/22/24	14,102.50
RAMADA SAN DIEGO - S	HOTEL ASSISTANCE/ HOUSING	370974	8/22/24	13,686.84
SBCS CORPORATION	TBRA SBCS VII AGREEMENT FOR FY24	370983	8/22/24	47,958.00
			Total for Department	**79,542.34**
Human Resources				
FLORES, RICHARD M	LICENSE REIMBURSEMENT-FLORES	370943	8/22/24	85.00
			Total for Department	**85.00**
MIS				
			Total for Department	**0.00**
NSD				
ACE UNIFORMS & ACCES	UNIFORM HAT	370882	8/20/24	12.93
HYATT REGENCY ORANGE	CACEO CONFERENCE HOTEL SORIANO	370960	8/22/24	1,110.87
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	370973	8/22/24	52.91
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	370973	8/22/24	31.85
SARMIENTO, GILBERT	REIMBURSEMENT GILBERT SARMIENTO FOR POST O	370982	8/22/24	108.40
			Total for Department	**1,316.96**
Police				
CAMACHO, JOSEPH B	REIMB: PEER SUPPORT BEREAVEMENT FLOWERS	370883	8/20/24	71.13
CAMACHO, JOSEPH B	REIMB: PEER SUPPORT WELLNESS FLOWERS	370883	8/20/24	24.46
HEADSETS DIRECT, INC	HEADSETS	370886	8/20/24	1,602.10
VERIZON WIRELESS	DATA FOR SEARCH WARRANT / PD	370902	8/20/24	75.00

WARRANT REGISTER # 8
8/22/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	370904	8/22/24	20.45
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	370904	8/22/24	86.18
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	370904	8/22/24	581.74
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	370904	8/22/24	-861.14
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	370904	8/22/24	226.25
HENRY, ZACHARY R	REIMB / UNIFORM - POLICE	370957	8/22/24	109.99
PRO BUILD COMPANY	MOP 45704. SUPPLIES / POLICE	370972	8/22/24	54.61
SAN DIEGO MIRAMAR CO	TRAINING TUITION FOR 137TH POLICE ACADEMY T3(	370978	8/22/24	2,401.20
SAN DIEGO MIRAMAR CO	TRAINING TUITION FOR DUI FOR BARAJAS AND SANC	370979	8/22/24	46.00
SAN DIEGO POLICE EQU	BALLISTIC VESTS / MC CLURE / PD	370980	8/22/24	661.59
SAN DIEGO POLICE EQU	BALLISTIC VESTS / SOTO / PD	370980	8/22/24	884.34
SANCHEZ, GILBERT	EDUCATIONAL REIMBURSEMENT / PD	370981	8/22/24	343.00
SOSA, PAMELA	POST TRAINING REIM FOR PLN 4 SDCRLI PRC PENDIN	370989	8/22/24	279.36
SYMBOLARTS, LLC	BADGES, BADGE REPAIRS AND PINS FOR FY25	370995	8/22/24	515.57
SYMBOLARTS, LLC	BADGES, BADGE REPAIRS AND PINS FOR FY25	370995	8/22/24	368.77
THE COUNSELING TEAM	POA MEA PEER SUPPORT / JUNE 2024	370999	8/22/24	800.00
THE COUNSELING TEAM	POA MEA PEER SUPPORT / MAY 2024	370999	8/22/24	800.00
THOMSON REUTERS	INVESTIGATIVE SERVICE FOR DETECTIVES / JULY / P	371002	8/22/24	726.55
THOMSON REUTERS	INVESTIGATIVE SERVICE FOR DETECTIVES / AUG / PI	371002	8/22/24	726.55
WILLY'S ELECTRONIC S	MOP 45763. ELECTRICAL SUPPLIES / PD	371007	8/22/24	33.09
WILLY'S ELECTRONIC S	MOP 45763. ELECTRICAL SUPPLIES / PD	371007	8/22/24	47.52
			Total for Department	**10,624.31**

Risk

Total for Department	**0.00**
A/P Total	**1,257,264.32**

PAYROLL

Pay period	Start Date	End Date	Check Date	
17	7/23/2024	8/5/2024	8/14/2024	**1,549,072.28**

WIRED PAYMENTS

Engineering / PW's

CITY OF SAN DIEGO	TRANSPORTATION / TREATMENT FEES FY 2025	539	8/16/24	1,893,570.00

Human Resources

ADMINSURE INC	WORKERS' COMP ACCT REPLENISHMENT FOR 07/202	542	8/16/24	127,906.00
PAYCHEX BENEFIT TECH	BENETRAC ESR SVCS BASE FEE-AUG	242280143	8/16/24	803.00

GRAND TOTAL **4,828,615.60**

AGENDA REPORT

Department: **Community Development**
Prepared by: **Angelita Palma, Housing Manager**
Meeting Date: **Tuesday, October 1, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Development and Disposition Agreement with Tower 999, LLC, for a Mixed-Use Housing Project Including City-Owned Real Property Located at 921, 925, and 929 National City Blvd.

RECOMMENDATION:
Adopt the Resolutions Entitled:

1. "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Disposition and Development Agreement with Tower 999, LLC, a Nevada Limited Liability Company, for the Disposition of City-Owned Real Property Located at 921, 925, and 929 National City Boulevard for the Development of a Seven-Story, Mixed-Use Building with Approximately 9,294 Square Feet of Retail/Commercial Space and 127 Rental Housing Units."

2. "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute the Compensation Agreement by and among the City of National City, the County of San Diego, the National School District, the Sweetwater Union High School District, Southwestern College, San Diego County Office of Education, and the San Diego County Water Authority Pertaining to the Sale of Real Property Located at 921, 925, and 929 National City Boulevard in National City."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Resolution 2023-04
Resolution 2023-144

EXPLANATION:

Background of Proposed Project

The City of National City is the owner of real property located at 921, 925 and 929 National City Boulevard (APN's 556-471-03 and 556-471-04) (collectively, "City Property"). Tower 999, LLC ("Developer") is the owner of real property directly adjacent to the City Property located at 999 National City Boulevard (APN 556-471-17) ("Developer Property"). The Developer desires to acquire the City Property from the City to develop a seven-story, mixed-use building with

approximately 9,294 square feet of ground floor retail/commercial space and 127 residential dwelling units (collectively, the "Project") on the Developer Property and City Property (collectively referred to as the "Project Property").

In order for the Developer to avoid the Surplus Land Act property sale requirement of offering the property to other affordable housing developers, local park and recreation districts, and school districts the opportunity to purchase or lease the land before negotiating exclusively, the Developer is exercising an exemption under the Surplus Land Act (California Government Code Section 54221 Subdivision (f)(1)(A)) that requires that the affordability of 40% of the units be restricted to very low- and low-income households for 55 years. The Project proposes to have no onsite parking for the residential component and three parking spaces for the retail component. The Project proposed to include laundry rooms and a large, a central plaza on the 4th floor, as well as a 7,800-square-foot rooftop terrace.

Disposition and Development Agreement

On January 17, 2023, the City entered into an Exclusive Negotiating Agreement ("ENA") to negotiate the terms of the Developer's acquisition and development of the City Property in the form of a Disposition and Development Agreement ("DDA"). The ENA was amended four times in order to extend the term of negotiations and expires on October 16, 2024. Staff has completed negotiations of the proposed DDA for City Council's consideration and is attached to the staff report as Exhibit "A." Table 1 below summarizes some of the major components of the DDA.

Once the City Council authorizes entering into the DDA, the Developer will work to complete the terms and conditions for the transfer of the City Property, including but not limited to, securing all government and building permit approvals by the closing deadline of December 31, 2025. Under the DDA, City staff and its consultants will perform a full review of the Developer's Project financing before transferring ownership of the City Property to ensure that the Developer is still in a firm position to complete the Project.

Table 1 – Summary of Major Components of the DDA

Affordable Units[1] (Section 100)	• Forty percent (40%) of the total dwelling units in the Project will be restricted for a period of fifty-five years after the Completion of Construction for occupancy by Very Low-Income Households and Low-Income Households. • Of the Affordable Units, at least fifty percent (50%) shall be restricted for occupancy only by Very Low-Income Households at monthly rental rates that do not exceed the Maximum Rents-Very Low-Income Households, and the balance of the Affordable Units shall be occupied by Low Income Households at monthly rental rates that do not exceed the Maximum Rents-Low Income Households set forth in more detail in the Regulatory Agreement.

[1] Unit monthly rent and income chart provided in Exhibit "B"

Regulatory Agreement (Section 100)	• Form and format approved by the City in the City's sole discretion, which shall restrict the rent and occupancy of the Affordable Units for fifty-five (55) years. The Regulatory Agreement shall require Developer to pay annual occupancy monitoring fees imposed by the City.
Closing Deadline (Section 100)	• December 31, 2025. • In the event the Developer is not then in default under this Agreement, the Closing Deadline: (a) may be extended, at the Developer's sole discretion, for a period of up to one (1) year (i.e., until December 31, 2026) if, the Federal Reserve's Federal Funds rate as of December 31, 2025, has not decreased by one hundred (100) or more basis points from that interest rate in effect on the date this Agreement is executed by all parties and/or Developer has not secured a low income housing tax credit for the Project; or (b) may be extended, at the Developer's written request to the City Manager, and in the sole discretion of the City Manager, for a period of up to six (6) months.
Due Diligence Period (Section 201.1)	• Period of time commencing on the date this Agreement is executed by the City and ending at 5:00 p.m. Pacific Standard Time on June 30, 2025. • Developer may determine in the Developer's sole and absolute discretion, whether to proceed with the purchase of the City Property. • Developer may terminate this Agreement for any reason or for no reason at all by delivering written notice of such termination to the City and Escrow Agent. • After expiration of the Due Diligence Period, the Developer's right to terminate this Agreement for any reason, or for no reason at all, shall expire.
Access and Cooperation during the Due Diligence Period (Section 201.2)	• Developer and its representatives, consultants and attorneys shall have access to the City Property. • Developer shall provide the City with copies of all surveys, studies and tests obtained by Developer with respect to the Project Property.
"As-Is," "Where-Is" (Section 201.3)	• Developer hereby agrees to take title to the City Property in its "as-is," physical and environmental condition, with no warranty, express or implied, by the City as to the condition of any existing improvements, the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances, and Developer shall have the sole responsibility at its own expense to investigate and determine the physical and environmental conditions of City Property. • The City Property shall be conveyed to the Developer in an "as-is" physical and environmental condition, with no warranty, express or implied, by the City as to the condition of any existing improvements,

	the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances, and it shall be the sole responsibility of the Developer at its expense to investigate and determine the physical and environmental conditions.
Conditions to Closing (Section 203)	• Closing is subject to satisfaction or waiver of the conditions outlined in Section 203.1 on or before the Closing Deadline. • If any condition is not met by the Closing Deadline, the Agreement may be terminated, unless both parties agree in writing to waive the unsatisfied condition(s). • The conditions include obtaining approval for the Project Design and Plan, securing all necessary entitlements and environmental compliance, obtaining a title policy, agreeing on the forms of required documents, completing financing arrangements, and obtaining approvals from taxing entities for the transfer of the property. • The City's obligation to Closing is dependent on satisfying all conditions outlined in Section 203.2 before the Closing Deadline. • The Developer's obligation to close the agreement is dependent on satisfying or waiving all conditions outlined in Section 203.3 before the closing deadline.
Cost of Project (Section 307)	• All costs of the Project whatsoever shall be borne by Developer, including without limitation the cost of planning, the payment of any required prevailing wages, if any, designing, developing and constructing the Project in accordance with the Project Design and Plan.

Compensation Agreement between Taxing Entities

The Revised Long-Range Property Management Plan ("LRPMP") prepared by the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") addresses the disposition and use of the real properties that the Community Development Commission of the City of National City previously owned. The City Property is listed in the LRPMP as a property retained for future development and requires that a Compensation Agreement be entered into by and among all of the Affected Taxing Entities including the City of National City, the County of San Diego, the National School District, the Sweetwater Union High School District, Southwestern College, San Diego County Superintendent of Schools, and the San Diego County Water Authority.

In order for the Developer to provide the development subsidy to 40% of the housing units at the required affordability under the Surplus Land Act exemption, the Developer's project budget proposes $50,000 as the total purchase price for the City Property. The Affected Taxing Entities would receive a percentage of the purchase price as listed on Table 2 on the next page. With the exception of the City of National City, all of the other Affected Taxing Entities have consented to

the proposed purchase price for the City Property. The Compensation Agreement is attached to the staff report as Exhibit "C."

Table 2 – Taxing Entities & Fund Impact Ratio

Taxing Entities Fund Name	FUND IMPACT RATIOS
County of San Diego (County General)	0.14927220
National School District	0.28785044
Sweetwater Union High School District	0.17612891
Southwestern College	0.04745948
San Diego County Office of Education	0.02113370
Educational Revenue Augmentation Fund[2]	0.13300694
City of National City	***0.1812058***
San Diego County Water Authority	0.0039425
TOTAL	1.00000000

FINANCIAL STATEMENT:

The City of National City will receive $9,060.29 from the sale of the City-owned Property. There are no additional costs to the City's General Fund. The Developer will pay, by the close of Escrow, all consultants', experts' and attorneys' fees reasonably incurred by the City.

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

ENVIRONMENTAL REVIEW:
The approval of the Compensation Agreement or Development and Disposition Agreement 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:
Not Applicable

EXHIBITS:
Exhibit A – Disposition and Development Agreement
Exhibit B – Monthly Income and Rent Limit Charts
Exhibit C – Compensation Agreement
Exhibit D – Development and Disposition Agreement Resolution
Exhibit E – Compensation Agreement Resolution

[2] Acceptance of the Compensation Agreement for the Educational Revenue Augmentation Fund is completed by the San Diego County Office of Education.

DISPOSITION AND DEVELOPMENT AGREEMENT

By and Among the

CITY OF NATIONAL CITY

and

TOWER 999, LLC

DISPOSITION AND DEVELOPMENT AGREEMENT
(Tower 999)

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is dated as of the __ day of _____, 2024 by and between the City of National City ("City"), and Tower 999, LLC, a Nevada limited liability company ("Developer").

RECITALS

A. The City is the owner of certain real property generally located at 921, 925 and 929 National City Boulevard (APN's 556-471-03 and 556-471-04) more particularly described on Exhibit A attached hereto (collectively, the "City Property"). The City now desires to make beneficial use of the underutilized City Property to generate affordable housing in furtherance of its housing objectives and in compliance with local and state law.

B. Developer is the owner of certain real property generally located at 999 National City Boulevard (APN 556-471-17) more particularly described on Exhibit B attached hereto ("Developer Property"). The Developer Property is adjacent to the City Property. The Developer Property and City Property are collectively referred to herein as the "Project Property."

C. Developer desires to acquire the City Property from the City. Developer proposes to and thereafter develop a seven-story, mixed-use building with approximately 9,294 square feet of ground floor retail/commercial space and approximately 127 residential dwelling units (collectively, the "Project") on the Project Property, and has expressed a desire, willingness, and capability to take on the expense, resources, and time necessary to maximize the Project Property's beneficial use of the Project Property in furtherance of the City's housing objectives. Closing shall be contingent upon the City and Developer agreeing, in writing to, the actual number of residential dwelling units to be developed on the Project Property.

D. The purpose of this Agreement is to provide the terms and conditions for the sale and transfer of the City Property to Developer and to set forth the terms and conditions for Developer's construction of the Project on the Project Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, City, Developer hereby agree as follows:

100. Definitions.

"Affordable Units" means the forty percent (40%) of the total dwelling units in the Project (by way of example only, if there will be 127 total units in the Project, then 40% = 51 Affordable Units), which will be restricted for a period of fifty-five years after the Completion of Construction, for occupancy by Very Low Income Households and Low Income Households. Of the Affordable Units, at least fifty percent (50%) shall be restricted for occupancy only by Very Low Income Households at monthly rental rates that do not exceed the Maximum Rents-Very Low Income Households and the balance of the Affordable Units shall be occupied by Low Income Households at monthly rental rates that do not exceed the Maximum Rents-Low Income Households set forth

in more detail in the Regulatory Agreement. Fractions resulting from the calculation of the number of Affordable Units restricted to Very Low Income Households shall be rounded up and Affordable Units restricted to Low Income Households shall be rounded down.

"Agreement" means this Disposition and Development Agreement between City and Developer.

"Area Median Income" or "AMI" shall mean the area median income defined by U.S. Department of Housing and Urban Development (HUD) as the then-current area median income for the San Diego-Carlsbad Metropolitan Statistical Area, as adjusted for family size. When determining income eligibility, Developer shall use the actual household size of the prospective tenant(s). When determining rents, Developer shall use the household size appropriate for the Affordable Unit.

"City" means the City of National City, a California municipal corporation.

"City Property" means that certain real property generally located at 921, 925 and 929 National City Boulevard (APN's 556-471-03 and 556-471-04) more particularly described on Exhibit A attached hereto.

"Close" or "Closing" means the Developer's closing on acquisition of the City Property and all funding necessary to construct the Project.

"Closing Deadline" means December 31, 2025; provided, however, in the event the Developer is not then in default under this Agreement, the Closing Deadline: (a) may be extended, at the Developer's sole discretion, for a period of up to one (1) year (i.e., until December 31, 2026) if, the Federal Reserve's Federal Funds rate as of December 31, 2025, has not decreased by one hundred (100) or more basis points from that interest rate in effect on the date this Agreement is executed by all parties and/or Developer has not secured a low income housing tax credit for the Project; or (b) may be extended, at the Developer's written request to the City Manager, and in the sole discretion of the City Manager, for a period of up to six (6) months.

"Completion of Construction" shall occur upon the filing or the issuance by the building official of the City of a temporary certificate of occupancy for the residential component of the Project.

"Construction Deed of Trust" means the deed of trust recorded against the Project Property for purposes of obtaining senior construction financing for the Project.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 500.1 hereof.

"Developer" means Tower 999, LLC, a Nevada limited liability company. Where the term Developer is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

"Developer Property" means that certain real property generally located at 999 National City Boulevard (APN 556-471-17) more particularly described on Exhibit B attached hereto.

"Due Diligence Period" means the period of time commencing on the date this Agreement is executed by the City and ending at 5:00 p.m. Pacific Standard Time on June 30, 2025.

"Escrow" means the escrow depository and disbursement services to be performed by Escrow Agent pursuant to the provisions of this Agreement.

"Escrow Agent" means Chicago Title Company or another title insurance company mutually selected by the parties hereto.

"Escrow Instructions" shall mean the escrow instructions to be executed by the City and Developer with respect to the Closing.

"Final Project Budget" means a budget prepared by Developer, and approved in the sole discretion of the City Manager, setting forth all sources and uses for construction of the Project and all projected income and expenses for operation of the completed Project. City Manager shall complete its review of said budget within fifteen (15) business days and not unreasonably withhold, condition, or otherwise delay, approval.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Project Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over City, Developer or the Project Property.

"Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United State Government. Provided, however, the term "Hazardous Materials" shall not include substances typically used in the ordinary course of developing, operating and maintaining apartment complexes in California, or small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar properties, provided that such substances are used in compliance with applicable laws.

"Initial Project Budget" means the proforma budget attached hereto as Exhibit C and as further set forth in Section 301.1.

"Low Income Household" means persons and families whose income does not exceed eighty percent (80%) of the then-current Area Median Income, provided that such persons or families meet the additional requirements set forth in the Regulatory Agreement.

"Maximum Rents-Low Income Households" shall mean the maximum amount of consideration, of any kind whatsoever, that the Developer may receive , which monthly amount shall not exceed the product of one twelfth (1/12) of thirty percent (30%) sixty percent (60%) of the-then Area Median Income as adjusted for household size appropriate for the Affordable Unit,

less the utility allowance as determined in accordance with the utility allowance schedule published annually by the CDC-HA.

"Maximum Rents-Very Low Income Households" shall mean the maximum amount of consideration, of any kind whatsoever, that the Developer may receive, which monthly amount shall not exceed the product of one twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of the then Area Median Income as adjusted for household size appropriate for the Affordable Unit, less the utility allowance as determined in accordance with the utility allowance schedule published annually by the CDC-HA.

"Permanent Deed of Trust" means the deed of trust recorded against the Project Property for purposes of obtaining senior permanent financing for the Project.

"Permitted Transfer" is defined in Section 601.2, below.

"Project" means the seven-story, mixed-use building with approximately 9,294 square feet of ground floor retail/commercial space and approximately 127 residential dwelling units Developer shall construct on the Project Property, subject to further refinement by Developer prior to Closing and approval by the City Manager in his reasonable discretion.

"Project Deed of Trust" means the subordinate deed of trust, in forms agreed to by the City and Developer, to be executed by Developer and recorded against the Project Property at Closing. The Project Deed of Trust shall be subordinated to the Construction Deed of Trust and Permanent Deed of Trust. Any such subordination shall be in a form acceptable in the reasonable discretion of the City Manager.

"Project Design and Plan" means the design and plan for the Project, which shall set forth the design, plan and construction work, including without limitation, landscaping, flatwork and similar work, to be done with respect to the Project, which shall be subject to the approval of the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed.

"Project Property" means, collectively, the Developer Property and City Property.

"Purchase Price" means the fair market value purchase price payable by the Developer to the City in exchange for title and ownership as to the City Property.

"Regulatory Agreement" means a regulatory agreement, in a form and format approved by the City in the City's sole discretion, which shall restrict the rent and occupancy of the Affordable Units for fifty-five (55) years. The Regulatory Agreement shall require Developer to pay an annual occupancy monitoring fees imposed by the City.

"Very Low Income Household" means persons and families whose income does not exceed fifty percent (50%) of the then-current Area Median Income, provided that such persons or families meet the additional requirements set forth in the Regulatory Agreement.

200. Transfer of the City Property.

200.1 Due Diligence.

200.1.1 Due Diligence Period. During the Due Diligence Period the Developer may determine in the Developer's sole and absolute discretion, whether to proceed with the purchase of the City Property. During the Due Diligence Period, the Developer may terminate this Agreement for any reason or for no reason at all by delivering written notice of such termination to the City and Escrow Agent. After expiration of the Due Diligence Period, the Developer's right to terminate this Agreement for any reason, or for no reason at all, shall expire. If this Agreement is terminated during the Due Diligence Period, then: (i) all rights and liabilities of the City and Developer with respect to this Agreement shall immediately terminate, except for rights and liabilities that specifically survive such termination; (ii) Escrow Agent shall return to the Developer all funds or other things deposited in Escrow by the Developer, less any fees and costs charged by the Escrow Agent; and (iii) Escrow Agent shall return to the City all funds or other things deposited in Escrow by the City.

200.1.2 Access and Cooperation. During the Due Diligence Period, the Developer and its representatives, consultants and attorneys shall have access to the City Property. Developer shall provide the City with copies of all surveys, studies and tests obtained by Developer with respect to the Project Property. Such access shall be at the sole risk and expense of Developer. Developer shall indemnify and defend the City, and shall hold the City, the City's agents and employees and the City Property harmless from, any actions, losses, costs, damages, claims and/or liabilities, including but not limited to, mechanics' and materialmen's liens and attorney fees, proximately caused by the actions of Developer and/or its contractors or agents (including Developer's Consultants, as defined below) upon the City Property. The Developer shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work done by the Developer or its agents pursuant to this Agreement to stand against the City Property. If any such lien shall be filed against the City Property, the Developer shall cause the same to be discharged or bonded by payment, deposit, bond or otherwise within thirty (30) calendar days after actual notice of such filing. The Developer's obligations under this Section shall survive the termination or expiration of this Agreement. If Developer desires to do any invasive testing at the City Property, the Developer may do so only after obtaining City's prior written consent to the same, which consent may be withheld or granted on conditions to the City's satisfaction, provided, however, such consent shall not be unreasonably withheld or delayed if such invasive testing will be for the purpose of further investigation of a known condition and such invasive testing is recommended by a qualified specialist. The Developer shall promptly restore the Project Property to the condition the City Property was in immediately prior to any tests or inspections conducted pursuant to this Section at the Developer's sole cost and expense. The Developer shall provide the City with all plans, drawings and specifications ("Invasive Testing Plans") that define to the satisfaction of the City the invasive testing to be performed on the City Property and the names of all environmental and other consultants, contractors and subcontractors who will be performing such invasive testing (collectively "Developer's Consultants"). The Developer shall deliver the names of the Developer's Consultants and the Invasive Testing Plans to the City concurrently with its request to the City that the Developer desires to perform invasive testing (unless the names of Developer's Consultants have previously been provided to the City). Before any of Developer's Consultants or other contractors, consultants or agents acting for or on

behalf of Developer enter onto the City Property, Developer; and (2) shall furnish to City evidence that the Developer's Consultants or other contractors, consultants or agents of Developer have procured commercial general liability insurance from an insurer authorized to do business in the State of California, which is reasonably acceptable to City, insuring against claims for bodily injury, death or damage to property in a single limit amount of not less than $1,000,000.00, endorsed to name City as an additional insured.

200.1.3 "As-Is," "Where-Is." The City has not investigated and makes no representations or warranties whatsoever regarding the condition of any of the City Property. Developer hereby agrees to take title to the City Property in its "as-is," physical and environmental condition, with no warranty, express or implied, by the City as to the condition of any existing improvements, the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances, and Developer shall have the sole responsibility at its own expense to investigate and determine the physical and environmental conditions of City Property. The City Property shall be conveyed to the Developer in an "as-is" physical and environmental condition, with no warranty, express or implied, by the City as to the condition of any existing improvements, the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances, and it shall be the sole responsibility of the Developer at its expense to investigate and determine the physical and environmental conditions. Prior to Closing, the Developer shall have the right to engage its own environmental consultant (the "Environmental Consultant") and other consultants to make such investigations of the City Property as the Developer deems necessary, including any soils, geotechnical and other testing of the City Property, and the City shall promptly be provided a copy of all reports and test results provided to the Developer by the Environmental Consultant. It shall be the sole responsibility and obligation of the Developer to take such action as may be necessary to place the physical and environmental conditions of the City Property in a condition entirely suitable for the purposes set forth in this Agreement.

201. Consideration. The Purchase Price is Fifty Thousand Dollars ($50,000.00).

202. Escrow. Concurrently with the City's execution and delivery of this Agreement to Developer, Developer shall open the Escrow with Escrow Agent to facilitate the Closing and recordation of the grant deed and such other matters as required under this Agreement. The parties will execute the Escrow Instructions prior to the Closing, which Escrow Instructions shall provide for the order of recordation, distribution of original documents and other provisions customarily contained in escrow instructions. Upon the parties' execution of the Escrow Instructions, the Developer shall deposit three percent (3%) of the Purchase Price (i.e., $1,500.00; the "Earnest Money") into Escrow within five (5) calendar days, which amount shall be credited toward the Purchase Price upon Closing and shall be refunded to the Developer in the event this Agreement is terminated for any reason and the Closing does not occur. Upon Closing, Developer shall deposit the balance of the Purchase Price, the sum of Forty Eight Thousand Five Hundred Dollars ($48,500.00) into the Escrow, which sum along with the Earnest Money shall be released to the City by the Escrow Officer upon transfer of title of the City Property to the Developer. The Developer shall pay all fees, charges, and costs which arise from Escrow, as well as all documentary transfer taxes due with respect to the Developer's acquisition of the City Property.

203. Conditions to Closing.

203.1 Closing Conditions in Favor of Both Developer and City. The Closing is conditioned upon satisfaction or waiver of each and all of the conditions set forth in this Section 203.1, and its subparts, on or before the Closing Deadline. In the event that one or more of these conditions are not satisfied on or before the Closing Deadline, then this Agreement shall be terminated, unless the City and the Developer waive satisfaction of such condition or conditions in writing, in which event the Closing shall proceed and the parties waive any right to damages or compensation with respect to the unsatisfied condition.

(a) Project Design and Plan. Developer shall have obtained approval from the City of the Project Design and Plan, including, without limitation, the actual number of residential dwelling units and number of Affordable Units to be constructed on the Project Property.

(b) Entitlements and Environmental Compliance. The Developer shall have secured any and all land use and other entitlements, permits and approvals which may be required for completion of the Project, including without limitation all approvals required under the California Environmental Quality Act (the "Entitlements") and the Developer shall have adopted, and the City shall have approved, an environmental remediation plan, if necessary. The Developer shall have paid any and all applicable fees (including, without limitation, community facility district fees and public facilities fees due at that time as imposed by the City or any other governmental agency having jurisdiction with respect to the Project) (collectively, the "City and Permit Fees") or shall pay such fees concurrently with Closing. The execution of this Agreement does not constitute the granting of or a commitment to obtain any required Entitlements.

(c) Title Policy. Escrow Agent is prepared and irrevocably obligated to cause to be issued: (i) a title policy insuring the Developer's fee ownership of the City Property; and (ii) a title policy insuring the City's Project Deed of Trust.

(d) Forms of Documents. The City and the Developer have agreed (or will agree prior to Closing) to the forms of the grant deed, Regulatory Agreement and Project Deed of Trust and all other documents reasonably necessary to complete the Closing.

(e) Financing. All of the following shall have occurred: (i) City shall have approved in writing all of the Developer's proposed acquisition, construction and permanent financing for the Project; (ii) concurrently with the Closing, the Developer shall have closed on all of the City-approved financing necessary to acquire the City Property and construct the Project; and (iii) Developer shall have obtained commitments for all of the City-approved permanent financing of the Project.

(f) Taxing Entities. Approvals have been obtained from all affected taxing entities with respect to the transfer of the City Property from the City to the Developer.

203.2 Closing Conditions for the Benefit of the City. The City's obligation to Closing is conditioned upon satisfaction (or waiver) of each and all of the conditions set forth in this Section 203.2 on or before the Closing Deadline. Any such waiver shall be effective only if the same is (i) expressly waived in writing signed by the City or by email from the City, and (ii) delivered or emailed to the Developer and Escrow Agent. In the event that one or more of the conditions set forth in this Section 203.2 are not satisfied or expressly waived on or before the Closing Deadline, the City (provided the City is not in default hereunder) may unilaterally terminate this Agreement by mailing or emailing notice of conditional termination to the Developer and Escrow Agent. After receipt of any such notice of conditional termination, the Developer shall have ten (10) business days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination, or such time as may be commercially reasonable to cure in the event ten (10) business days is impracticable. If such matter is satisfied or cured prior to the expiration of such ten (10) day period, then the Closing shall proceed. If such matter remains unsatisfied or the default remains uncured after the expiration of said cure period, then this Agreement shall terminate. Any such termination of this Agreement shall not release the Developer from liability under this Agreement.

(a) No Default. The Developer is not in default of any of its obligations under the terms of this Agreement and all representations and warranties made by the same to the City contained herein shall be true and correct in all material respects.

(b) Insurance. The Developer shall have provided proof of insurance as required in Section 301.3.

(c) Attorneys' and Experts' Fees. The Developer has paid prior to or will pay concurrently with the Closing all consultants', experts' and attorneys' fees reasonably incurred by the City with respect to the same.

(d) Deposit of Documents. The Developer has delivered to Escrow Agent duly executed and notarized originals of the Regulatory Agreement, Deed of Trust and all other documents reasonably required by the City.

(e) Additional Documents. The deposit by the Developer into Escrow of all other documents and instruments reasonably required by Escrow Agent.

(f) Final Project Budget. The City shall have approved the Final Project Budget.

(g) Performance and Payment Bond. The Developer shall have caused its contractor to post security in the form of a performance and payment bond for the Project in an amount not to exceed the value of the construction contract and in a form acceptable to the City in its reasonable discretion, to assure the completion of the Project Design and Plan. The performance and payment bond shall insure that construction completion based on the Project Design and Plan is timely accomplished, free and clear of mechanic's liens, stop notices and other encumbrances, concerning the provision of material, labor and supplies. Upon a failure of by the Developer to timely perform its requirements under the

terms of this Agreement, the City may resort to the performance and payment bond to ensure performance of this Agreement, by either requiring the bonding company, or its designees, to comply with the terms of this Agreement, or at the election of the City, by requiring the bonding company to pay all costs necessary for the City, to take over and complete the construction as contemplated under the Project Design and Plan at the cost and expense of the bonding company.

(h) Construction Contract. The construction contract for the Project shall have been executed by the Developer and the general contractor who has been selected by the Developer to do the work. The general contractor and the construction contract for the Project shall be subject to the approval of City, which approval shall not be unreasonably withheld, conditioned or delayed.

(i) FIRPTA. The deposit by Developer into Escrow of Developer's affidavit that Developer is not a foreign person and is a "United States Person" as such term is defined in Section 7761(a)(30) of the Internal Revenue Code of 1986, in the form prescribed by federal regulations.

(j) FTB Form 590. The deposit by Developer into Escrow of a duly executed FTB Form 590 or other evidence that withholding is not required by the Revenue and Taxation Code of California.

(k) Surplus Land Act Compliance. The proposed transfer of the City Property to Developer has been definitively determined to have satisfied the requirements of the California Surplus Land Act have been satisfied with respect to the transfer of the City Property to Developer.

203.3 Closing Conditions for the Benefit of the Developer. The Developer's obligation to Close is conditioned on satisfaction or waiver of each and all of the conditions set forth in this Section 203.3 on or before the Closing Deadline. Any such waiver shall be effective only if the same is (i) expressly waived in writing signed by, or by email from, the Developer, and (ii) delivered or emailed to the City and Escrow Agent. In the event that one or more of the conditions set forth in this Section 203.3 are not satisfied or expressly waived on or before the Closing Deadline, the Developer may unilaterally terminate this Agreement by mailing or emailing notice of conditional termination to the City and Escrow Agent. After receipt of such notice of conditional termination, the City shall have ten (10) business days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter is satisfied or cured prior to the expiration of such ten (10) business day period, or such time as may be commercially reasonable to cure in the event ten (10) business days is impracticable, then the Closing shall proceed. If such matter remains unsatisfied or the default remains uncured after said cure period, then this Agreement shall terminate. Any such termination of this Agreement shall not release the City from liability under this Agreement.

(a) No Default. The City is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of the City contained herein shall be true and correct in all material respects.

(b) Deposit of Documents. The City has delivered to Escrow Agent duly an executed and notarized original of the grant deed and counterpart original of the Regulatory Agreement.

(c) Additional Documents. The deposit by the City into Escrow of all other documents and instruments reasonably required by Escrow.

204. Default. Notwithstanding Section 500.1, below, or anything contained herein to the contrary, in the event of any Default after the Closing, but prior to Completion of Construction beyond any applicable cure period (which cure period shall reasonably be extended to practicably permit cure to commence and/or conclude), in the performance of any of the material terms, covenants and conditions contained in this Agreement or any document or instrument executed by the Developer in conjunction with this Agreement; (iii) any prior or junior note secured by an encumbrance on the Project Property; (iv) in the event of the filing of a bankruptcy proceeding by the Developer; or (v) in the event of the filing of a bankruptcy against the Developer which is not dismissed within ninety (90) days of filing, then the Developer shall, immediately upon demand from the City, convey the City Property to the City. If the Developer fails to immediately, upon demand from the City, convey the City Property to the City, then: (a) the City shall have the right to foreclose under the Project Deed of Trust; and (b) City shall be released from any and all obligations to Developer under the terms of this Agreement. These remedies shall be in addition to any and all other rights and remedies available to City, either at law or in equity.

205. Representations and Warranties.

205.1 City Representations and Warranties. The City represents and warrants to Developer that the City has the full right, power and lawful authority to grant, sell and convey the City Property to the Developer as provided herein and lawful authority to take all actions and undertake all obligations required of the City under this Agreement.

205.2 Developer's Representations and Warranties. The Developer represents and warrants to City as follows:

(a) Authority. The Developer is a Nevada corporation authorized to do business in the State of California. The persons executing this Agreement on behalf of the Developer have all necessary authority to execute this Agreement on behalf of Developer, and this Agreement is a binding obligation of Developer. Execution of this Agreement shall not result with the passage of time or the giving of notice or both in breach of or in acceleration of performance under any contract or document to which Developer may be a party. A true and complete certificate of good standing, issued by the California Secretary of State shall have been delivered to the City prior to the execution of this Agreement and again within ten (10) calendar days of Closing. Developer has the full right, power and lawful authority to purchase and accept the conveyance of the City Property and to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

(b) No Conflict. Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(c) No Bankruptcy. Developer is not the subject of a bankruptcy proceeding.

(d) Rent and Occupancy Restrictions. Developer shall at all times after the Closing during the 55-year term comply with the requirements of the Regulatory Agreement.

206. Post-Closing Condition of the Project Property.

206.1 Developer Precautions After Closing. From and after the Closing, Developer shall take all necessary precautions to prevent the release of any Hazardous Materials in, on or under the Project Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

206.2 Required Disclosures After Closing. From and after the Closing, Developer shall notify City, and provide the City with a copy or copies, of all environmental permits, disclosures, applications, entitlements or inquiries relating to the Project and the Project Property, including notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirements relating to Hazardous Materials and underground tanks. Developer shall report to the City, as soon as commercially reasonable after each incident, any unusual or potentially important incidents with respect to the environmental condition of the Project or the Project Property. In the event of a release of any Hazardous Materials into the environment, Developer shall, as soon as possible after the release, deliver to the City a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request, Developer shall deliver to the City a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Project or the Project Property including, but not limited to, all permit applications, permits and reports including, without limitation, those reports and other matters which may be characterized as confidential.

207. Developer Indemnity. From and after the Closing, the Developer agrees to and shall indemnify, defend and hold City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon any of the following: (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Project Property, or (ii) the violation, or alleged violation, of any statute, ordinance,

order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Project Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. This indemnity does not include any condition arising solely as a result of the negligence or willful misconduct of the City or its employees, agents, representatives, predecessors, successors or assigns.

300. Scope of Construction.

300.1 City Review and Approval of the Project Design and Plan. Developer shall prepare and submit a Project Design and Plan for the Project to the City for review and approval. The City shall have the right to review and approve or disapprove all aspects of the Project Design and Plan. Developer acknowledges and agrees that the City is entitled to approve or disapprove the Project's Design and Plan for the Project.

300.2 Standards for Disapproval. The City Manager shall have the right to disapprove in its reasonable discretion any of the Project Design and Plan for the Project, as set forth in Section 300.1, above, including without limitation if the same does not conform to this Agreement or is otherwise incomplete. In the event the Project Design and Plan is not approved, the City shall state in a writing provided to the Developer each of the reasons for disapproval. Developer, upon receipt of notice of disapproval from the City, shall meet and confer with the City Manager to resolve any disapproved aspects of the Project Design and Plan, and shall resubmit the revised Project Design and Plan as soon as practicably possible thereafter for approval. The City Manager and Developer agree to work together in good faith to resolve any disagreements and disputes regarding the Project Design and Plan. Developer shall not be entitled to any monetary damages or compensation as a result of the City Manager's disapproval or failure to approve or disapprove any Project Design and Plan.

300.3 Revisions. If Developer desires to propose any revisions to the Project Design and Plan after approval, the Developer shall submit such proposed changes to the City Manager. If the Project Design and Plan, as modified by the proposed changes, generally and substantially conforms to the requirements of the Project Design and Plan and this Agreement, the City Manager shall review the proposed changes and notify Developer in writing within thirty (30) calendar days after submission to the City whether the proposed change is approved or disapproved. The City Manager is authorized to approve changes to the Project Design and Plan. Provided, however, the City Manager shall have no obligation to approve any change from the basic use set forth in this Agreement.

300.4 Defects in Plans. The City shall not be responsible or liable in any way, either to Developer or to any third parties, for any defects in the Project Design and Plan, or for any structural or other defects in any work done according to the approved Project Design and Plan, or for any delays caused by the review and approval processes established by this Section

300. Developer shall hold harmless and indemnify the City and its officers, employees, agents and representatives from and against any and all claims, demands and suits for damages to property or injuries to persons arising out of or in any way relating to the Project Property, including without limitation any defects in the Project Design and Plan, violation of any laws, and for defects in any work done according to the approved Project Design and Plan or for defects in work performed by Developer or any contractor or subcontractor of Developer.

300.5 Land Use Approvals. Before commencement of the work or any works of improvement at the Project Property as contemplated under the Project Design and Plan, Developer shall, at Developer's sole expense, secure or cause to be secured any and all Entitlements which may be required for the Project Design Work and Plan by the City or any other governmental agency affected by such construction or work. The execution of this Agreement does not constitute the granting of or a commitment to obtain any required Entitlements or approvals.

300.6 Construction Commencement and Completion. Not later than sixty (60) calendar days following the Closing, or as soon as commercially practicable thereafter, Developer shall commence construction of the Project and shall continue such construction diligently and without substantial delay in a good and workmanlike manner. Developer will complete the Project substantially in accordance with the plans and specifications approved by the City, including any additional specifications prescribed by the City at or before Closing, and in compliance with all requirements of governmental authorities having or asserting jurisdiction. No material change shall be made in the plans and specifications approved by the City, including any additional specifications prescribed by the City, without the City's prior written consent, which written consent or disapproval shall be made by the City within seven (7) business days. The City shall approve material design revisions provided the same are a logical evolution of the design and preserve the integrity of the Project as previously approved by the City. Failure of the City to provide its written consent or disapproval within seven (7) business days shall be deemed consent to the material change. For purposes of this Section, "material change" means changes which, in aggregate, increase or decreases the rehabilitation and construction costs by one percent (1%) or more of the total Project cost. Completion of Construction shall occur not later than thirty (30) months from the Closing. Failure to complete all of work contemplated under the Project Design and Plan for the Project, shall, inter alia, be a default by Developer, entitling the City to exercise all of its rights and remedies, including without limitation foreclosure of the Deed of Trust.

301. Cost of Project. All costs of the Project whatsoever shall be borne by Developer, including without limitation the cost of planning, the payment of any required prevailing wages, if any, designing, developing and constructing the Project in accordance with the Project Design and Plan.

301.1 Initial Project Budget. The Developer has submitted the Initial Project Budget to the City. The Initial Project Budget summarizes the current estimates of the sources and uses of funds for the complete development of the Project. By its execution of this Agreement, the City has given its approval to the Initial Project Budget.

301.2 Final Project Budget. Once the City and the Developer have agreed upon a final sources and uses for the Project Design and Plan, then the parties shall replace the Initial

Project Budget with the Final Project Budget, which shall include development sources and uses and an operating budget.

301.3 Insurance Requirements. Developer shall take out and maintain during the term of the Regulatory Agreement, and Developer shall cause Developer's general contractor and subcontractors to take out and maintain until Completion of Construction of the Project, a commercial general liability policy in the amount of not less than $4,000,000 combined single limit policy for the general contractor and not less than $2,000,000 combined single limit policy for subcontractors, and a commercial automobile liability policy in the amount of $2,000,000 combined single limit, or such other policy limits as the City may approve in its discretion, including contractual liability, as shall protect the Developer and the City from claims for such damages covered by the policies; the policy limits required herein may be achieved through the use of a combination of primary and umbrella/excess liability policies. Such policies shall be written on an occurrence form. Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that Developer, and any contractor with whom the Developer has contracted for the performance of work on the Project or otherwise pursuant to this Agreement, carries workers' compensation insurance as required by law, which shall include a waiver of subrogation endorsement in favor of the City. The Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier. This countersigned certificate shall name the City and its respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the City of any material change, cancellation or termination of the coverage at least ten (10) calendar days in advance of the effective date of any such material change, cancellation or termination; should the insurer not be able to afford the City such notice, then responsibility to provide the City such notice shall be borne by the Developer. Coverage provided hereunder by the Developer shall be primary insurance and not be contributing with any insurance maintained by the City and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City. The required certificate shall be furnished by the Developer prior to Closing. Insurance shall be written with only insurers authorized to conduct business in California with 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 the City approves. 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 maintained by the California Department of Insurance and otherwise meet rating requirements set forth herein.

302. Additional Indemnity. The Developer shall be responsible for all injuries to persons and/or all damages to real or personal property of the City or others, caused by or resulting from the negligence of the Developer, and/or breach of this Agreement by the Developer, or its employees, subcontractors and/or their agents during the term of this Agreement. The Developer shall defend and hold harmless and indemnify the City and all of its officers and employees from all costs, damages, judgments, expenses and claims to any third party resulting from the negligence and/or breach of this Agreement, by the Developer or its directors, officers, partners, members, employees, subcontractors and/or their agents and assigns or any employee, director, officer,

partners or member of Developer arising out of the development of the Project Property and/or the breach of this Agreement, except those arising from the sole negligence or willful misconduct of the City, its employees, representatives, agents, contractors, and/or officials.

303. Rights of Access. Upon forty-eight (48) hours' written notice provided by the City, the Developer agrees to allow the City and its representatives to access the Project Property to review and inspect compliance with the terms of this Agreement pertaining to the construction of the Project in accord with the Project Design and Plan. The City shall monitor the Developer's activities without liability for said inspection and review. This Section shall not be understood to require the City to provide notice to perform its customary inspection, pursuant to its police power, of all permitted work on the Project Property.

304. Compliance With Laws.

304.1 Prevailing Wage and Other Labor Standards. The Developer represents and warrants that during the term of this Agreement that it will comply with all applicable State prevailing wage requirements. The City retains the right to require the Developer and Project to obtain a "Public Works Coverage Determination" from the California Department of Industrial Relations prior to commencement of any demolition, construction or other "work," as used in Labor Code Section 1720, et seq., at the Property or on the Project.

304.2 The Developer shall carry out the design of the Project and construction of the Project in conformity with all applicable laws, including all applicable state labor standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Title 24 of the California Code of Regulations, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq. The Developer hereby agrees to carry out development, construction and operation of the Project and Project Property, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws, including, without limitation, any requirement to pay State prevailing wages. The Developer shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Developer shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Developer shall have the obligation, at Developer's sole cost, risk and expense, to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Developer shall indemnify, protect, defend and hold harmless the City and its respective officers, employees, contractors and agents, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorneys' fees, court and litigation costs, and

fees of expert witnesses) which, in connection with the completion of construction of the Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (i) the noncompliance by the Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (ii) the implementation of Sections 1726 and 1781 of the Labor Code, as the same maybe enacted, adopted or amended from time to time, or any other similar law; (iii) failure by the Developer to provide any required disclosure, representation, statement, rebidding and/or identification which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; (iv) failure by the Developer to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; and/or (v) failure by the Developer to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. It is agreed by the parties that, in connection with the development, construction and operation of the Project Property, including, without limitation, any public work (as defined by applicable law), the Developer shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. "Increased costs" as used in this Section shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement.

304.3 Workforce Enhancement Initiative. The purpose of this Section, and its subparts, is to set forth guidance so that all construction work relating to Project pursuant to this Agreement may proceed continuously and without interruption, thereby assuring the timely and cost-effective Completion of Construction, and to support the efforts of City to strive to implement a form of construction career training through mentorship and opportunities for targeted workers and local apprenticeship and pre-apprentice programs to the extent there is workforce interest and it is financially feasible for the Developer with respect to the Project.

(a) Management Rights. The Developer and its general contractor retain the full and exclusive authority for the management of its operations. The contractor shall direct the workforce at its sole prerogative, including but not limited to the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen and general foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked, and the number and identity of employees engaged in such work.

(b) Apprentices. The parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force, and the opportunities to provide continuing work under the construction program. To these ends, the parties will use good faith efforts to facilitate, encourage, and assist an established apprenticeship

program to commence and progress in labor/management apprenticeship and/or training programs during the course of construction on the Project.

(c) Local Hires. The Developer will cause its general contractor to ensure that individuals and firms located in or owned in substantial part by persons residing in the area of the City of National City are used whenever possible, so long as the individual or firm is qualified to perform such work, and is competitive in price. Such efforts (to the extent feasible and permitted by law) shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; and (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms.

(d) General Contractor. This Section shall apply and be limited to the construction work relating to the Project to be performed by the general contractor selected and engaged by the Developer. A copy of this Section shall be provided to the general contractor to set forth guidance in hiring and other related labor practices.

304.4 Exclusions. Items specifically excluded from the scope of Section 304.2, including its subparts, are as follows:

(a) the work of non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, consultants, administrative, supervisory, executive and management employees; state inspectors or other public employees, post-construction tenant improvements, emergency work, non-construction support services, creation and installation of art work, future maintenance, and architectural, engineering, surveying or inspection services;

(b) off-site maintenance of leased equipment and on-site supervision of such work;

(c) off-site laboratory work for testing;

(d) work performed by employees of an Original Equipment Manufacturer ("OEM") or vendor on the OEM's or vendor's equipment, if required by the warranty agreement between the OEM or vendor and the Primary Employer or Developer in order to maintain the warranty or guarantee on such equipment, and provided that the warranty agreement is the OEM's or vendor's standard warranty agreement for such equipment and is consistent with industry practice;

(e) all work related to the delivery, unloading, moving and installation of the Developer's individual, unattached pieces of furniture, furnishings, equipment or supplies;

(f) all hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris; and

(g) the delivery, placement, servicing and removal of all temporary toilets, site fencing, storage units, temporary offices and trash/recycling dumpsters, or any other equipment or materials needed for the operation of the construction oversight.

305. Nondiscrimination in Employment. Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, gender identity, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. Section 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. Section 1324b, et seq., 42 U.S.C. Section 1981, the California Fair Employment and Housing Act, Cal. Government Code Section 12900, et seq., the California Equal Pay Law, Cal. Labor Code Section 1197.5, Cal. Government Code Section 11135, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., and all other anti-discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended. Developer shall allow representatives of the City access to its employment records related to this Agreement during regular business hours, and upon twenty four (24) hours' written notice to Developer to verify compliance with these provisions when so requested by the City.

306. Taxes and Assessments. After Closing, the Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Project Property. Developer shall remove or have removed any levy or attachment made after the Closing on the Project Property, or any part thereof, or assure the satisfaction thereof within a reasonable time.

307. Liens and Stop Notices. Developer shall not allow any lien or stop notice to be placed on the Project Property. If a claim of a lien or stop notice is given or recorded affecting the Project Property, the Developer shall upon the earlier of: thirty (30) calendar days of such recorded lien or stop notice or within fifteen (15) calendar days of the City's demand as to such matter:

(a) pay and discharge the same;

(b) effect the release thereof by recording and delivering to the City a surety bond in sufficient form and amount as approved by the City in its sole discretion; or

(c) provide the City with other assurance which the City deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of the City from the effect of such lien or bonded stop notice.

308. Financing of the Project.

308.1 Encumbrances. With the exception of encumbrances arising from, or relating to, state and/or federal agencies, prior to Completion of Construction, mortgages and deeds of trust against the Project Property may be permitted only with the City's prior written approval, which approval shall not unreasonably be withheld, denied, or conditioned, and only for the purpose of securing loans of funds to be used for financing the Project Design and Plan work, and any other purposes deemed necessary and appropriate by the City in connection with the Project. The Developer shall notify the City in advance of the execution or recordation of any mortgage or deed of trust. The Developer shall not enter into any mortgage or deed of trust for financing without the prior written approval of the City, which approval the City agrees to give if any such mortgage or deed of trust for financing is given to a responsible financing lending institution or person or entity, as determined by the City in its reasonable discretion.

308.2 Right of City to Cure Mortgage or Deed of Trust Default. Prior to Completion of Construction, in the event of a mortgage or deed of trust default or breach by the Developer, the Developer shall immediately deliver to the City a copy of any mortgage holder's notice of default. The City shall have the right but not the obligation to cure the default. In such event, the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing such default, including without limitation attorneys' fees.

309. Occupancy Monitoring and Inspection Fees; Records and Reports. For a period of fifty-five (55) years, commencing upon Completion of Construction, the Developer shall pay to the City an annual occupancy monitoring fee per unit per year ("Annual Loan Monitoring Fee"), as determined by schedules printed by City and amended from time to time. For illustrative purpose, the schedule containing the Annual Loan Monitoring Fee in effect at the time of this Agreement's execution is attached hereto as Exhibit D. Annual Loan Monitoring Fees shall be paid by Developer to the City annually within thirty (30) calendar days after the City provides a written invoice for the same. Developer shall supply City, annually, on May 31st, of each year during the term of the Regulatory Agreement, for the immediately prior calendar year, such records and reports relating to the Project Property as are required by the City to aid it in complying with its reporting and record keeping requirements. The records and reports include the following Project matters:

(a) Amount of funds expended pursuant to this Agreement;

(b) Eligible tenant information, including yearly income verifications;

(c) On-site inspection results;

(d) Housing payments charged to tenants;

(e) Affirmative marketing records;

(f) Insurance policies and notices;

(g) Equal Employment Opportunity and Fair Housing records;

(h) Labor costs and records;

(i) Audited income and expense statement, balance sheet and statement of cash flows for the Developer;

(j) Federal and State income tax returns for the calendar year, ending on the preceding December 31st;

(k) Annual budget of reserves for repair and replacement;

(l) Annual certification and representation regarding status of all loans, encumbrances and taxes;

(m) Such other and further information and records as the City reasonably requires in light of changes in law demanding such additional material from the Developer.

310. Accessibility Standards. The Developer represents and warrants that it will comply with all federal, state and local requirements and regulations concerning access to the units by the disabled and handicapped persons.

400. Covenants and Restrictions.

400.1 Affordable Units. Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Project Property, or any part thereof, that upon Completion of Construction and thereafter, Developer shall comply with the Regulatory Agreement for the period of time specified therein. The Closing is conditioned upon the execution, and recordation of the Regulatory Agreement against the Project Property.

400.2 Maintenance Covenants. Developer represents and warrants that after Completion of Construction, the Project and all of the Affordable Units shall continually be maintained in a decent, safe and sanitary condition, and in good repair as described in 24 C.F.R. §5.703, and in a manner which satisfies the Uniform Physical Conditions Standards promulgated by the Department of Housing and Urban Development (24 C.F.R. §5.705), as such standards are interpreted and enforced by the City under its normal policies and procedures. The Developer warrants that all construction work shall meet or exceed the applicable local codes and construction standards, including zoning and building codes of the City as well as the provisions of the Model Energy Code published by the Council of American Building Officials. The Developer hereby consents to periodic inspection by the City' s designated inspectors and/or designees during regular business hours and upon reasonable advance written notice of no less than 48 hours, including the code enforcement agents of the City, to assure compliance with all applicable zoning, building codes, regulations and property standards.

400.3 Nondiscrimination Covenants. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on the basis of race, color, creed, religion, sex, sexual orientation,

gender identity, marital status, national origin, ancestry, familial status, source of income or disability of any person in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Property, nor shall any of them or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Property. The foregoing covenants shall run with the land. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) Deeds. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, sexual orientation, disability, medical condition, familial status, source of income, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) Leases. In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, religion, sex, sexual orientation, gender identity disability, medical condition, familial status, source of income, marital status, national origin or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

(c) Contracts. In contracts for the rental, lease or sale of the Project: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, sexual orientation, gender identity, disability, medical condition, familial status, source of income, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

401. Obligation to Refrain from Discrimination.

401.1 State and Federal Requirements. Developer shall, at all times during the term of this Agreement, comply with all of the affirmative marketing procedures adopted by the City, unless otherwise prohibited by law. The Developer shall maintain records to verify compliance with the applicable affirmative marketing procedures and compliance. Such records are subject to inspection by the City during regular business hours upon five (5) calendar days' written notice.

401.2 Additional Requirements. The Developer hereby agrees to comply with the Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State laws and regulations.

401.3 Fair Housing Laws. All activities carried out by the Developer and/or its agents shall be in accordance with the requirements of the Federal Fair Housing Act. The Fair Housing Amendments Act of 1988 became effective on March 12, 1989. The Fair Housing Amendments Act of 1988 and Title VIII of the Civil Rights Act of 1968, taken together, constitute the Fair Housing Act. The Fair Housing Act provides protection against the following discriminatory housing practices if they are based on race, sex, gender identity, religion, color, handicap, familial status, or national origin: denying or refusing to rent housing, denying or refusing to sell housing, treating differently applicants for housing, treating residents differently in connection with terms and conditions, advertising a discriminatory housing preference or limitation, providing false information about the availability of housing, harassing, coercing or intimidating people from enjoying or exercising their rights under the Fair Housing Act, blockbusting for profit, persuading owner to sell or rent housing by telling them that people of a particular race, religion, etc. are moving into the neighborhood, imposing different terms for loans for purchasing, constructing, improving, repairing, or maintaining a home, or loans secured by housing; denying use or participation in real estate services, e.g., brokers' organizations, multiple listing services, etc. The Fair Housing Act gives HUD the authority to hold administrative hearings unless one of the parties elects to have the case heard in U.S. District Court and to issue subpoenas. Both civil and criminal penalties are provided. The Fair Housing Act also provides protection for people with disabilities and proscribes those conditions under which senior citizen housing is exempt from the prohibitions based on familial status. The following State of California Laws also govern housing discrimination and shall be complied with by Developer: Fair Employment and Housing Act, Unruh Civil Rights Act of 1959, Ralph Civil Rights Act of 1976, and Civil Code Section 54.1.

402. Effect of Violation of the Terms and Provisions of this Agreement. The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project Property. The City shall have the right, if this Agreement or its covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled.

500. Defaults and Remedies.

500.1 Default Generally. Failure by the City or Developer to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the alleged Default. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if: (i) such alleged Default is cured thirty (30) calendar days from receipt of such written notice: or (ii) if the alleged Default is such that it is not capable of being cured within thirty (30) calendar days, but corrective action is initiated within thirty (30) calendar days and the allegedly defaulting party diligently and in good faith works to effect a cure as soon as possible.

500.2 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the County of San Diego, State of California, downtown branch, or in the District of the United States District Court in the County of San Diego.

501. Entry and Vesting of Title in City Prior to Completion of Construction.

501.1 Right of Reentry. In addition to all other rights and remedies the City may have at law or in equity, the City has the right, at its election, to enter and take possession of the City Property and all improvements thereon, and terminate and revest the fee interest in the City Property in the City if after Closing, the Developer:

(a) fails to start construction of the Project as required by this Agreement for a period of sixty (60) days after written notice thereof from City; or

(b) abandons or substantially suspends construction of the Project required by this Agreement for a period of sixty (60) days after written notice thereof from City, subject to any extensions which may be agreed upon pursuant to Section 600.2 herein; or

(c) transfers or suffers any involuntary transfer of the Project Property or any part thereof in violation of, or contrary to, the provisions of this Agreement.

501.2 Limitations on Right of Entry. Such right to enter and vest shall be subject to and be limited by and shall not defeat, render invalid or limit any mortgage or deed of trust permitted by this Agreement that is senior to the Project Deed of Trust.

501.3 Termination of Right of Entry. The City's right to enter and take possession of the City Property and all improvements thereon, and terminate and revest same in the City, shall terminate upon the timely Completion of Construction of the Project.

502. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

503. Inaction Not a Waiver of Default. Any failures or delays by any party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies shall govern the interpretation and enforcement of this Agreement.

600. General Provisions.

600.1 Notices, Demands and Communications Between the Parties. All notices under this Agreement shall be in writing and sent (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). All notices shall be delivered to the following addresses or such other addresses as changed by any party from time to time by written notice to the other parties hereto.

To City:	City of National City 1243 National City Boulevard National City, CA 91950 Attention: Community Development Director
To Developer:	Tower 999, LLC 4100 W Flamingo Rd, Suite 1416 Las Vegas, NV 89103 Attn: Cyrus Rapinan
With Copy To:	Shift Capital 3400 J St Suite #G11, Philadelphia, PA 19134 Attention: Gregg DiFabio

600.2 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other party; or any other causes beyond the control and without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the delay and shall commence to run from the time of the

commencement of the cause, if notice by the party claiming such extension is sent to the other party within ten (10) business days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer.

601. Transfers of Interest in Property or Agreement.

601.1 Prohibition. The qualifications and identity of Developer are of particular concern to the City. It is because of those qualifications and identity that the City has entered into this Agreement with Developer. Until Completion of Construction, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Project Property, or the improvements thereon, without prior written approval of the City, which approval shall not be unreasonably withheld, delayed, conditioned or denied. Any proposed total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Project Property or the improvements thereon will entitle City to its right of reentry and revesting as set forth in Section 501, and its subparts, hereof. For the reasons cited above, Developer represents and agrees for itself and any successor in interest to the Project Property that without the prior written approval of the City, there shall be no significant change in the ownership of Developer or with respect to the identity of the parties in control of Developer or the degree thereof, by any method or means. Developer shall promptly notify the City of any and all changes whatsoever in the identity of the parties in control of the same or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. Any change (voluntary or involuntary) in the composition, management or control of Developer shall be a Default, except as otherwise permitted hereunder.

601.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the City approval of an assignment of this Agreement or conveyance of the Project Property or the improvements thereon, or any part thereof, will be granted in connection with any of the following, subject to the City and the applicable party executing appropriate documents of transfer which contain any exceptions or reservation of rights permitted under this Agreement (each a "Permitted Transfer"):

(a) The conveyance or dedication of any portion of the Project Property to the City or other governmental agency, or the granting of easements or permits to facilitate completion of construction of the Project; or

(b) Any conveyance for financing purposes (provided such financing is specifically allowed under this Agreement), including the Construction Deed of Trust and Permanent Deed of Trust.

601.3 Assignment by the City. The City may assign or transfer this Agreement in its entirety, or any of its rights or obligations hereunder.

601.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon parties to the Agreement and their respective, permitted successors and assigns.

602. Non-Liability of Officials and Employees

602.1 City. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any Default or breach of this Agreement or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

602.2 Developer. No member, directors, official or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any Default or breach of this Agreement or for any amount which may become due to the City or City or its successors, or on any obligations under the terms of this Agreement.

603. Relationship Among the City and Developer. It is hereby acknowledged that the relationship among the City and Developer is that of independent contractors and not that of a partnership or joint venture and that the City and Developer shall not be deemed or construed for any purpose to be the agent of the other. The Developer agrees to indemnify, hold harmless and defend the City and Developer from any claim made against the City arising from a claimed relationship of partnership or joint venture among the City and Developer.

604. City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by the City, the City Manager or designee is authorized to act on behalf of the City unless specifically provided otherwise or the context should require otherwise.

605. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

606. Integration. This Agreement contains the entire understanding between the parties relating to the subject matter of this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral and written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

607. No Real Estate Brokerage Commissions. The City and Developer each represent and warrant to the others that no broker or finder is entitled to any commission or finder's fee in connection with the Project Property. The parties agree to defend and hold harmless the other party from any claim to any such commission or fee from any broker, agent or finder with respect to this Agreement which is payable by such party.

608. Attorneys' Fees. The parties agree that the prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their expert witness fees, if any, as part of their costs of suit, and reasonable attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("CCP") Section 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of CCP Section 998.

609. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

610. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

611. No Waiver. A waiver by any party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

612. Modifications. Any amendment, alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party (any amendment, alteration, change or modification of this Agreement on behalf of the City, including without limitation changes to the economic terms of this Agreement and its exhibits, shall be made on behalf of the City by the City Manager in the City Manager's sole discretion).

613. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

614. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

615. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely

signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other parties, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

616. Time of Essence. Time is expressly made of the essence with respect to the performance by the City and Developer of each and every obligation and condition of this Agreement.

617. Cooperation. Each party agrees to cooperate in good faith with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

618. Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

619. Exhibits and Recitals Incorporated. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The recitals to this Agreement are hereby incorporated in this Agreement by this reference.

620. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

621. Alternative Dispute Resolution. Any controversy or dispute arising out of this Agreement shall be settled or determined by direct negotiation, mediation or litigation in the County of San Diego, California. In the event that either party reasonably determines that a dispute exists, such party shall promptly notify the other in writing as to the general nature of the dispute and as to dates and times that such party's authorized representatives are available to discuss settlement. Within ten (10) calendar days of said notice, or as soon as reasonably practicable for both parties thereafter, the parties shall meet and negotiate in a good faith attempt to settle the dispute. In the event that the parties are unable to settle the dispute within ten (10) calendar days after such meeting, the parties shall select a mediator from the list of approved mediators maintained by the Superior Court for San Diego County or such other mediator as the parties may agree. The parties shall cooperate with such mediator to schedule a mediation at the earliest feasible date and shall comply with any reasonable conditions imposed on such mediation by the mediator. The mediator's fee shall be divided equally between the parties. In the event that the parties fail to resolve the dispute through mediation within thirty (30) calendar days after it is submitted to the mediator, either party may file suit in the Superior Court of the State of California, San Diego County for resolution of the dispute.

622. Authority to Sign. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the City that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY:
City of National City

By: _____
Benjamin A. Martinez, City Manager

APPROVED AS TO FORM:

By: _____
Barry J. Schultz, City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

DEVELOPER:
Tower 999, LLC, a Nevada limited liability company

[redacted]

Print Name: CYRUS RAFIZADEH
Its: MANAGING PARTNER

By: _____
Print Name: _____
Its: _____

DEVELOPER:
Tower 999, LLC, a Nevada limited liability company

[redacted]

By: _____
Print Name: Joseph Brian Murray
Its: Manager

By: _____
Print Name: _____
Its: _____

EXHIBIT A
CITY PROPERTY LEGAL DESCRIPTION
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO AND DESCRIBED AS FOLLOWS:

LOTS 4, 5 AND 6 IN BLOCK ONE (1) OF W.C. KIMBALL'S SUBDIVISION OF TEN ACRE LOT TWO (2) IN QUARTER SECTION ONE HUNDRED FIFTY FOUR (154) OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 105, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 10, 1887.

APN: 556-471-03-00
(END OF LEGAL DESCRIPTION)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO AND DESCRIBED AS FOLLOWS:

LOT 7 IN BLOCK 1 OF W.C. KIMBALL'S SUBDIVISION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA OF 10 ACRE LOT 2 IN QUARTER SECTION 154 OF RANCHO DE LA NACION, ACCORDING TO MAP THEREOF NO. 105, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 10, 1887.

APN: 556-471-04
(END OF LEGAL DESCRIPTION)

EXHIBIT B
DEVELOPER PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NATIONAL CITY, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 8, 9 AND 10 IN BLOCK 1 OF W. C. KIMBALL'S SUBDIVISION OF 10 ACRE LOT 2, QUARTER SECTION 154 OF RANCHO DE LA NACION, ACCORDING TO MAP THEREOF NO. 105, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 10, 1887.

APN: 556-471-17

Parcel Map


909
Lantana Dr
922-24
556-471-03
921-25
556-471-04
929
556-471-17
National City Blvd
E Plaza

EXHIBIT C

INITIAL PROJECT BUDGET

921-999 National City BLVD				
Development Costs				
ACQUISITION				
Property Acquisition - Tower 999			$	1,250,000.00
City Parcel			$	50,000.00
Commission Fee			$	15,000.00
	Total Acquisition		**$**	**1,315,000.00**
HARD COSTS				
Hard Costs		$290	$	34,765,258.00
Additional Contingency		8%	$	2,781,220.64
Insurance (CGL & COC)		2%	$	695,305.16
	Total Hard Costs		**$**	**38,241,783.80**
SOFT COSTS				
Consultant Fees			$	1,118,500.00
Legal, Accounting, & LLC Costs			$	50,000.00
Environmental & Asbestos Reports			$	15,000.00
Permits			$	392,000.00
Real Estate Taxes (1 yr)			$	12,500.00
Bluelines (Reproductions)			$	5,000.00
Marketing (Leaseup)			$	5,000.00
Appraisal			$	10,000.00
Insurance, Utilities, Maintenance,			$	25,000.00
	SubTotal Soft Costs		$	1,633,000.00
Soft Cost Contingency		10%	$	163,300.00
	Total Soft Costs		**$**	**1,796,300.00**
Reserves				
Lease-up Reserve			$	200,000.00
FINANCING FEES				
NHT Origination Fee		1%	$	15,000.00
NHT Application Fee		0.10%	$	1,500.00
NHT Legal Fee			$	10,000.00
Lender Origination Fee		1%	$	253,962.63
Interest During Construction		5.00%	$	952,359.86
Legal Fee			$	20,000.00
Title Cost		0.05%	$	12,698.13
Closing Costs			$	10,000.00
	Total Financing Fees		$	1,275,520.63
DEVELOPER'S FEE		5%	$	2,254,137.08

TOTAL DEVELOPMENT COSTS	$	45,082,741.50

EXHIBIT D
MONITORING REQUIREMENTS AND ANNUAL FEE

City Fee Schedule effective December 4, 2023

Description	Fee
Annual Monitoring Fee Per Unit	$215.00

Section 309. Occupancy Monitoring and Inspection Fees; Records and Reports.

For a period of fifty-five (55) years, commencing upon Completion of Construction, the Developer shall pay to the City an annual occupancy monitoring fee per unit per year ("Annual Loan Monitoring Fee"), as determined by schedules printed by City and amended from time to time. For illustrative purpose, the schedule containing the Annual Loan Monitoring Fee in effect at the time of this Agreement's execution is attached hereto as Exhibit D. Annual Loan Monitoring Fees shall be paid by Developer to the City annually within thirty (30) calendar days after the City provides a written invoice for the same. Developer shall supply City, annually, on May 31st, of each year during the term of the Regulatory Agreement, for the immediately prior calendar year, such records and reports relating to the Project Property as are required by the City to aid it in complying with its reporting and record keeping requirements. The records and reports include the following Project matters:

(a) Amount of funds expended pursuant to this Agreement;
(b) Eligible tenant information, including yearly income verifications;
(c) On-site inspection results;
(d) Housing payments charged to tenants;
(e) Affirmative marketing records;
(f) Insurance policies and notices;
(g) Equal Employment Opportunity and Fair Housing records;
(h) Labor costs and records;
(i) Audited income and expense statement, balance sheet and statement of cash flows for the Developer;
(j) Federal and State income tax returns for the calendar year, ending on the preceding December 31st;
(k) Annual budget of reserves for repair and replacement;
(l) Annual certification and representation regarding status of all loans, encumbrances and taxes;
(m) Such other and further information and records as the City reasonably requires in light of changes in law demanding such additional material from the Developer.

Exhibit B
Monthly Rent and Annual Income Chart

2024 Area Median Income		$ 121,250				
(80% HH of 4)						
	Bedrooms	Studio	1	2	3	4
	HH Size	1	2	3	4	5
	HH Size Adj	70%	80%	90%	100%	108%
2024 Income						
	HH Size	1	2	3	4	5
	Extremely Low	$ 31,850	$ 36,400	$ 40,950	$ 45,450	$ 49,100
	Very Low	53,050	60,600	68,200	75,750	81,850
	Low (80% AMI)	84,900	97,000	109,150	121,250	130,950
	Median (100% AI	83,650	95,600	107,550	119,500	129,050
	Moderate	100,400	114,700	129,050	143,400	154,850
Utility Allowance (2024) MF All Electric						
	Heating					
	Cooking					
	Water Heating					
	Basic Electric					
	Water					
	Trash					
	Air Conditioning					
	Refrigerator					
		$ -	**$ -**	**$ -**	**$ -**	**$ -**
	Allowed Monthly Housing Expenditures (Rental)					
	Bedrooms	**Studio**	**1**	**2**	**3**	**4**
	HH Size	**1**	**2**	**3**	**4**	**5**
	Extremely Low	$ 796	$ 909	$ 1,023	$ 1,137	$ 1,228
	Very Low	1,326	1,516	1,705	1,895	2,046
	Low (60% AMI)	1,591	1,819	2,046	2,273	2,455
	Moderate	2,300	2,629	2,958	3,286	3,549

Percent of Income For Rent	80% conversion factor
Extremely Low (30% AMI)	0.375
Very Low (50% AMI)	0.625
Low (60% AMI)	0.75
Moderate (110%)	110%

Expense Share For Rent	
Extremely Low	30%
Very Low	30%
Low	30%
Moderate	30%

COMPENSATION AGREEMENT REGARDING LONG RANGE PROPERTY MANAGEMENT PLAN PROPERTY RETAINED BY THE CITY OF NATIONAL CITY FOR FUTURE DEVELOPMENT
921-929 National City Blvd.,
National City, CA
APN # 556-471-03, 04

This Compensation Agreement ("Agreement"), dated as of _____, 2024 ("Effective Date"), is entered into by and among the City of National City ("City"), the County of San Diego, the National School District, the Sweetwater Union High School District, Southwestern College, San Diego County Superintendent of Schools, and the San Diego County Water Authority (collectively referred to as "Taxing Entities"), on the basis of the following facts, understandings, and intentions of the parties:

RECITALS

A. Assembly Bill 26X, as amended by AB 1484, SB 107, and other statutes, together, being referenced below as the "Dissolution Act" dissolved redevelopment agencies and required successor agencies to wind down redevelopment agencies' affairs.

B. Pursuant to the Dissolution Act, all real property owned by the dissolved National City Redevelopment Agency was transferred to the control of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency").

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

D. Health and Safety Code Section 34191.5(b) also requires the Successor Agency to submit the LRPMP to its Oversight Board and the California Department of Finance ("DOF") for approval.

E. On December 30, 2015, DOF approved a revised LRPMP which was prepared by the Successor Agency ("Revised LRPMP").

F. DOF's letter to the Successor Agency approving the Revised LRPMP provides that "[p]ursuant to HSC section 34191.3(a) the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency."

G. The Revised LRPMP provides that eighteen (18) County Assessor parcels will be transferred to and retained by the City for future development (each individually a "Future Development Parcel"). One Future Development Parcel is that certain real property located at 921-929 National City Blvd, National City, California, APN #556-471-03, 04 ("Property").

H. The City has entered into an Exclusive Negotiating Agreement dated as of January 17, 2023 ("ENA"), pursuant to which the City will negotiate with Tower 999, LLC, a Nevada limited liability company ("Developer"), in accordance with the terms and conditions of the ENA.

I. On January 17, 2023 the Developer submitted a proposal to build a seven story mixed use building with 127 residential dwelling units. 40% of the units will be affordable units broken-down to 63 studios, 56 one bedroom and 8 two bedroom units. The developer's pro forma has budgeted $50,000 for the land acquisition. The Developer shall pay the taxing entities Fifty Thousand and No/100 Dollars ($50,000) as the purchase price for the Property. The fair market value of the Property is $1,445,000 as of April 28, 2023, pursuant to that certain appraisal report conducted by Kent Carpenter MAI of Epic Land Solutions, Inc.

J. The Revised LRPMP provides that in connection with the Property, the City shall enter into a compensation agreement with the affected taxing entities. This Agreement is the compensation agreement referenced in the Revised LRPMP with respect to the Property.

K. Health and Safety Code Section 34180(f) provides that if a city wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

L. The parties recognize that real property is unique, and accordingly, agree that the provisions of this Agreement shall not establish a precedent with respect to properties to be disposed of in the future by the City of National City.

NOW, THEREFORE, the parties agree as follows:

Section 1. Allocation of Sale Proceeds from Sale of Property.

The parties agree that pursuant to the Letter of Intent, the City will distribute $50,000.00 within 30 days after the close of escrow to the Taxing Entities in proportion to each agency's share of the base property tax as determined pursuant to Health and Safety

Code Section 34188 and by the County's Auditor and Controller as set forth in table 1:

Table 1: Sale Proceeds Ratios

FY 2022-23 Fund Impact Ratios For Pass-through & Residual Calculations

National City Redevelopment Successor Agency

IMPACTED TAXING ENTITIES	FUND IMPACT RATIOS
Fund Name	
COUNTY OF SAN DIEGO (County General)	0.14927220
NATIONAL SCHOOL DISTRICT	0.28785044
SWEETWATER UNION HIGH SCHOOL DISTRICT	0.17612891
SOUTHWESTERN COLLEGE	0.04745948
SAN DIEGO COUNTY OFFICE OF EDUCATION	0.02113370
EDUCATIONAL REVENUE AUGMENTATION FUND	0.13300694
CITY OF NATIONAL CITY	0.18120581
SAN DIEGO COUNTY WATER AUTHORITY	0.00394252
TOTAL	**1.00000000**

Section 2. Condition Precedent.

Any duty imposed on the City by this Agreement is based upon the consummation of the sale of the Property in accordance with the Purchase Agreement. No representations or assurances are made by the City as to when, if ever, the sale will be consummated.

Section 3. Effective Date and Term.

This Agreement shall be effective from the Effective Date specified above and shall remain in effect until the provisions of Section 1 above are fully performed or the Purchase Agreement is terminated, whichever occurs first.

Notwithstanding any other provision of this Agreement or the Revised LRPMP, a party may terminate this Agreement upon written notice to the other parties if a court order, legislation, or DOF policy reverses the requirement or need for this Agreement (an "Early Termination"). An Early Termination shall become effective five (5) days after the terminating party delivers the required notice to the other parties in accordance with this

Agreement. Upon effectiveness of an Early Termination, no party shall have any further rights or obligations under this Agreement. An Early Termination shall not be permissible if the net sale proceeds from the sale of the Property have already been distributed in accordance with this Agreement. Notwithstanding any other provision contained herein, once the City makes a payment to a taxing entity, the payment is irrevocable.

Section 4. Miscellaneous Provisions.

a. Notices. All notices, statements, or other communications made pursuant to this Agreement to another party or parties shall be in writing and addressed to the applicable party at the address listed on Exhibit A, which is attached hereto and incorporated herein by this reference. All such notices shall be sent by: (1) personal delivery, in which case notice is effective upon delivery; (2) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (3) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service. Any party may change its address for notice purposes by written notice to the other parties prepared and delivered in accordance with the provisions of this Section.

b. No Third Party Beneficiaries. No person or entity other than the parties and their successors and assigns shall have any right under this Agreement.

c. State Law; Venue. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of San Diego County, California or in the Federal District Court for the Southern District of California.

d. Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the parties hereto.

e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other parties. Any executed counterpart of this Agreement shall be deemed as binding as if an originally signed counterpart was delivered.

f. Costs. The parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement, including, without limitation if any legal action is brought by any party because of a breach of this Agreement or to enforce a provision of this Agreement.

g. No Partnership. Nothing contained in this Agreement shall be construed to constitute any party as a partner, employee, joint venturer, or agent of any other party.

h. Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The parties agree that this Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if all parties had prepared it.

i. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

j. Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

[remainder of page left intentionally blank]

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth in the opening paragraph of this Agreement.

CITY OF NATIONAL CITY

By: _____
Name: Benjamin A. Martinez
Title: City Manager

ATTEST:

By: _____
Name: Shelley Chapel
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Barry J. Schultz
Title: City Attorney

[remainder of page left intentionally blank]

[signatures on following pages]

COUNTY OF SAN DIEGO

By: [redacted]
Name:
Title: ~~Andrew Potter~~
Clerk of the Board

ATTEST:

By: [redacted]
Name: Wanda Vizcarra
Title: Board Assistant

APPROVED AS TO FORM:

By: [redacted]
Name: Kyle Sand
Title: Sr. Deputy County Counsel

[remainder of page left intentionally blank]

[signatures on following pages]

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 10/10/23 Minute Order No. 4
By: [redacted] Date: 11/13/23
Deputy Clerk of the Board Supervisors

NATIONAL SCHOOL DISTRICT

By: [redacted]
Name: Ryan Burke, Ph.D.
Title: Assistant Superintendent Business Services

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

[remainder of page left intentionally blank]

[signatures on following pages]

SWEETWATER UNION HIGH SCHOOL DISTRICT

By: [redacted]
Name: Dr. Jenny Salkeld
Title: Chief Financial Officer

ATTEST:

By: [redacted]
Name: Deanna Vicedo
Title: Clerk of the Board

APPROVED AS TO FORM:

By: [redacted]
Name: Jennifer Carbucia
Title: General Counsel

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[signatures on following pages]

SOUTHWESTERN COLLEGE

By: [redacted]
Name: Bill Abasolo
Title: Interim Vice President of Business and Financial Affairs

ATTEST:

By: Not Applicable
Name: /
Title: /

APPROVED AS TO FORM:

By: Not Applicable
Name: /
Title: /

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[signatures on following page]

SAN DIEGO COUNTY OFFICE OF EDUCATION

[redacted] Digitally signed by Michael Simonson
Date: 2023.07.25 16:52:45 -07'00'

By: _____
Name: Michael Simonson
Title: Deputy Superintendent, CBO

ATTEST:

By: [redacted] Digitally signed by Andrienne (Andi) Loree
Date: 2023.07.26 08:01:22 -07'00'
Name: Andrienne Loree
Title: Executive Director, Internal Business

APPROVED AS TO FORM:

By: [redacted] Kelley Owens (Jul 26, 2023 12:35 PDT)
Name: Kelley Owens
Title: General Counsel

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[signatures on following page]

SAN DIEGO COUNTY WATER AUTHORITY

By: [redacted]
Name: CHRISTOPHER WOIDZIK
Title: CONTROLLER

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

EXHIBIT A

LIST OF NOTICE ADDRESSES OF PARTIES

City of National City:
City of National City
1243 National City Boulevard
National City, California 91950
Attention: City Manager

With a Copy to:
City of National City
Office of the City Attorney
1243 National City Boulevard
National City, California 91950
Attn: City Attorney

County of San Diego:
County of San Diego
1600 Pacific Highway
Room ____
San Diego, CA 92101
Attn: Brian Hagerty, Group Finance Director

National School District:
National School District
1500 N Avenue
National City, CA 91950
Attn: Ryan Burke,
Asst. Superintendent of Business Services

Sweetwater Union High School District:
Sweetwater Union High School District 1130 Fifth Ave
Chula Vista, CA 91911
Attn: Jenny Salkeld, Chief Financial Officer

Southwestern College:
Southwestern College
900 Otay Lake Road
Chula Vista, CA 91910
Attn: Sue Rearic,
VP of Business and Financial Affairs

San Diego County Office of Education:
San Diego County Office of Education
6401 Linda Vista Road
San Diego, CA 92111
Attn: Andi Loree,
Executive Director, Internal Business

San Diego County Water Authority:
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123
Attn: Christopher Woidzik, Controller

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT WITH TOWER 999, LLC, A NEVADA LIMITED LIABILITY COMPANY, FOR THE DISPOSITION OF CITY-OWNED REAL PROPERTY LOCATED AT 921, 925, AND 929 NATIONAL CITY BOULEVARD FOR THE DEVELOPMENT OF A SEVEN-STORY, MIXED-USE BUILDING WITH APPROXIMATELY 9,294 SQUARE FEET OF RETAIL/COMMERCIAL SPACE AND 127 RENTAL HOUSING UNITS.

WHEREAS, the City of National City ("City") is the owner of certain real property generally located at 921, 925, and 929 National City Boulevard (APN's 556-471-03 and 556-471-04) (collectively, the "City Property"); and

WHEREAS, Tower 999, LLC, a Nevada limited liability company ("Developer") is the owner of certain real property generally located at 999 National City Boulevard (APN 556-471-17) ("Developer Property"). The Developer Property is adjacent to the City Property. The Developer Property and City Property are collectively referred to herein as the "Project Property;" and

WHEREAS, the Developer desires to acquire the City Property from the City and thereafter develop a seven-story, mixed-use building with approximately 9,294 square feet of ground floor retail/commercial space and 127 residential dwelling units (collectively, the "Project") on the Project Property; and

WHEREAS, forty percent (40%) of the total dwelling units in the Project will be restricted for a period of fifty-five (55) years after the Completion of Construction for occupancy by Very Low-Income Households and Low-Income Households; and

WHEREAS, of the Affordable Units, at least fifty percent (50%) shall be restricted for occupancy only by Very Low-Income Households at monthly rental rates that do not exceed the Maximum Rents-Very Low Income Households and the balance of the Affordable Units shall be occupied by Low Income Households at monthly rental rates that do not exceed the Maximum Rents-Low Income Households; and

WHEREAS, the City and the Developer enter into a Project Agreement, referred to as a Disposition and Development Agreement (“DDA”), which provides the terms and conditions for the sale and transfer of the City Property to the Developer and Developer’s construction of the Project on the City Property; and

WHEREAS, upon authorization of the DDA, the Developer will work to complete the terms and conditions for the sale and transfer of the City Property to the Developer and for the Developer’s construction of the Project on the City Property by the Closing Deadline of December 31, 2025.

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

Section 1: The City Council hereby authorizes the City Manager to execute a Disposition and Development Agreement, attached to the agenda report as Exhibit A, with Tower 999, LLC for the disposition of city-owned real property located at 921, 925, and 929 National City Boulevard in order to develop a seven-story, mixed-use building with approximately 9,294 square feet of retail/commercial space and 127 rental dwelling units.

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 1st day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMPENSATION AGREEMENT BY AND AMONG THE CITY OF NATIONAL CITY, THE COUNTY OF SAN DIEGO, THE NATIONAL SCHOOL DISTRICT, THE SWEETWATER UNION HIGH SCHOOL DISTRICT, SOUTHWESTERN COLLEGE, SAN DIEGO COUNTY OFFICE OF EDUCATION, AND THE SAN DIEGO COUNTY WATER AUTHORITY PERTAINING TO THE SALE OF REAL PROPERTY LOCATED AT 921, 925, AND 929 NATIONAL CITY BOULEVARD IN NATIONAL CITY.

WHEREAS, the City of National City ("City") is the owner of certain real property generally located at 921, 925, and 929 National City Boulevard (APN's 556-471-03 and 556-471-04) (collectively, the "City Property"); and

WHEREAS, Tower 999, LLC, a Nevada limited liability company ("Developer") is the owner of certain real property generally located at 999 National City Boulevard (APN 556-471-17) ("Developer Property"). The Developer Property is adjacent to the City Property. The Developer Property and City Property are collectively referred to herein as the "Project Property;" and

WHEREAS, the Developer desires to acquire the City Property from the City and thereafter develop a seven-story, mixed-use building with approximately 9,294 square feet of ground floor retail/commercial space and 127 residential dwelling units (collectively, the "Project") on the Project Property; and

WHEREAS, the City Property is listed in the Revised Long-Range Property Management Plan ("LRPMP") prepared by the Successor Agency to the Community Development Commission as the National City Redevelopment Agency for future development; and

WHEREAS, a requirement of the Revised LRPMP is for the City to enter into a "Compensation Agreement" with the County of San Diego, the National School District, the Sweetwater Union High School District, Southwestern College, San Diego County Office of Education, and the San Diego County Water Authority ("Affected Taxing Entities") before the sale of the City Property can occur; and

WHEREAS, the Developer proposes $50,000 as the purchase price for the City Property in order to make the Development feasible; and

WHEREAS, staff presented a Compensation Agreement to the Affected Taxing Entities pertaining to sale of the City Property at the purchase price of $50,000; and

WHEREAS, all of the Affected Taxing Entitiies except for the City of National City have consented to the Compensation Agreement for the City Property at the purchase price of $50,000.

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

Section 1: The City Council hereby authorizes the City Manager to execute a Compensation Agreement, attached to the agenda report as Exhibit C, in the amount of $50,000 with the Affected Taxing Entities pertaining to the sale of real property located at 921-929 National City Boulevard in National City retained by the City of National City for future development pursuant to the Revised Long Range Property Management Plan.

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 1st day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, October 1, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Amending City Council Policy No. 301 – Legislative and Judicial Platform for 2025

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending City Council Policy No. 301 – Legislative and Judicial Platform"

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
City Council Policy No. 301 requires that an annual review and periodic update shall be performed by the City Council on or before November 15th of each year. The City Manager shall submit Legislative Policy recommendations to the City Council for review. On or before the final City Council Meeting in December (December 10, 2024), the City Council shall formally adopt the Annual Legislative Priorities.

The City's Platform is to urge the Legislature to:

- Preserve and enhance the City's ability to deliver quality and cost-effective services to National City's residents and visitors.

- Preserve and enhance the City Council's ability to serve National City residents by retaining local decision-making efforts which will be focused in these priority areas.

Staff has reviewed the current Legislative and Judicial Platform, aka City Council Policy No. 301, and finds it still reflects the City's beliefs, with a couple of minor additions; one for clarification and another to bring specific focus to an issue that has been ongoing within the City.

City Council Policy No. 301 - page 8 of 9

PUBLIC SAFTEY AND EMERGENCY SERVICES
The addition of a paragraph supporting SB 1414 that includes new amendments presented this year, strengthening local law enforcements efforts against solicitation and human trafficking.

The addition would read as follows:

> *"The City supports SB 1414 and efforts statewide that strengthen local law enforcement against those who attempt, or are convicted of violation towards solicitation of minor's including prostitution, human trafficking and pornography."*

The next change to the document is to clarify the specific Senate Bill regarding de-certification of officers under specific conditions.

The paragraph would read as follows adding “SB 2”:

> *The City supports SB 2 de-certification of officers under specified conditions, including those officers convicted of any felonies and those with a history of egregious misconduct, contingent that an impartial authority outside of the employing agency is utilized and officers are afforded due process.*

If there are any additional changes made to the document by the City Council, the City Clerk will return with the final Annual Legislative Priorities for adoption before the final meeting in December.

FINANCIAL STATEMENT:
Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety
Health, Environment, and Sustainability
Balanced Budget and Economic Development
Communication and Outreach
Housing and Community Development
Parks, Recreation and Library
Transportation Choices and Infrastructure

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 – DRAFT Redline – City Council Policy No. 301 Legislative and Judicial Platform 2025
Exhibit B - Resolution

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	**POLICY #301**
ADOPTED: February 24, 1981	**AMENDED**: ~~October 17, 2023~~ October 1, 2024

Purpose

To establish guidelines which allow staff to respond to proposed legislation and pending litigation quickly and effectively and to serve as broad statement of City policy on a variety of public issues.

Policy

The City Council shall adopt a legislative and judicial platform and annual legislative priorities, developed by staff as policy parameters in order to respond to proposed legislation and pending litigation quickly. The direction provided in the legislative and judicial platform will encompass principles fundamental to the needs of the City. This platform shall be updated and revised by the City Council as necessary. In addition, the City Council shall adopt legislative priorities annually. These City Council endorsed legislative priorities may address specific and pending regional, state, and federal policy issues for the City of National City. Generally, the legislative priorities document shall include only those items of a direct and substantial impact on municipal operations. The City will work with local legislators, as appropriate, in advancing the City's adopted legislative platform.

The City of National City Legislative Platform and Priorities Policy formally establishes the City's position on pending legislative matters. With this policy guidance, the City Manager's Office shall advocate for and against legislative matters as appropriate without waiting for Council approval. The method of communication and level of engagement will be determined by the City Manager's Office based on the City Council priorities, legislative climate, and urgency of the legislative proposal. The City Council will be provided with legislative updates and copies of correspondence sent on behalf of the City.

Similarly, the platform and priorities allow City staff to provide input into the judicial system, such as by adding the City's name to amicus curiae briefs, by corresponding with appellate courts, or by supporting efforts of the Cal Cities Legal Advocacy Committee, without waiting for Council approval. Written correspondence to the appellate courts or requests to participate in amicus curiae briefs will be signed by the City Attorney or designee, with a copy to the City Council.

Council approval is required on those issues which do not fall within the parameters of the legislative and judicial platform or legislative priorities, unless scheduling an approval is not possible due to (a) the emergency nature of the legislation or litigation, or (b) the necessity of City action which prevents such scheduling in a timely manner. In such cases, the City Manager shall determine the appropriate course of action as to legislative matters, after considering the recommendation of the Department Director. The City Attorney shall make such determinations on litigation issues. For the purpose of the Legislative Platform, the term “City” includes the City of National City, Community Development Commission – Housing Authority, Successor Agency to the Community Development

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CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	**POLICY #301**
ADOPTED: February 24, 1981	**AMENDED**: ~~October 17, 2023~~ October 1, 2024

Commission ("Successor Agency"), the Parking Authority, and Joint Powers Financing Authority.

Timeline

The City Council shall periodically update the legislative and judicial platform as needed. The City Council shall annually adopt legislative priorities. On or before November 15th, the City Manager shall submit legislative policy recommendations to the City Council for review. On or before the final City Council Meeting in December, the City Council shall formally adopt the annual Legislative Priorities.

On or before April 1st, the City Manager's Office shall compile items to be submitted for inclusion in the state and/or federal budget.

The priorities and timelines may be amended by the City Council from time to time when action on a matter appears to be of sufficient urgency that it would not be in the City's best interest to wait until the next legislative year.

Related Policy References
February 24, 1981 – (Resolution No. 13,516) Adopting Legislative Policy Guidelines

Prior Policy Amendments:
November 12, 1991 (Resolution No. 91-228)
December 16, 2008 (Resolution No. 2008-271)
December 10, 2013 (Resolution No. 2013-189)
October 17, 2023 (Resolution No. 2023-149)

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CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	**POLICY #301**
ADOPTED: February 24, 1981	**AMENDED**: ~~October 17, 2023~~ October 1, 2024

~~2023~~ 2025 CITY OF NATIONAL CITY LEGISLATIVE AND JUDICIAL PLATFORM AND CORE PRIORITIES

The National City Council urges the Legislature to:

- Preserve and enhance the City's ability to deliver quality and cost-effective services to National City's residents and visitors.

- Preserve and enhance the City Council's ability to serve National City residents by retaining local decision-making authority and maintaining state legislative and voter commitments for revenue resources.

LEGISLATIVE PLATFORM
CORE LEGISLATIVE PRIORITIES

The following core legislative priorities highlight issues that could significantly affect National City and legislative advocacy efforts which will be focused in these priority areas.

HOME RULE / FISCAL SUSTAINABILITY

Home Rule and Local Control

The City believes strongly in the principles of home rule authority and local control and its ability to increase the effectiveness and efficiency of local government services. The City encourages the Legislature to respect and support home rule and opposes legislation that attempts to weaken municipal home rule authority and flexibility.

The City supports efforts that reflect a positive, collective, and cohesive approach to regional solutions, as long as local control is maintained.

Fiscal Sustainability

The City supports the retention of local taxing authority, the maintenance of fiscally balanced revenue sources, and measures that would provide fiscal independence to cities.

The City supports the full disbursement levels of existing revenue streams and directed funding sources including sales tax, property tax, and transient occupancy tax (TOT) and vehicle in-lieu fees. The City opposes diversions and reallocations of all funds by the Legislature in a manner that would negatively affect local government.

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CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	**POLICY #301**
ADOPTED: February 24, 1981	**AMENDED**: ~~October 17, 2023~~ October 1, 2024

The City opposes unfunded mandates placed on local jurisdictions, and encourages the Legislature to evaluate the fiscal impact such mandates will have on communities prior to considering the issue.

The City opposes any efforts to increase reporting requirements related to locally raised revenues.

INFRASTRUCTURE

The City supports the retention of infrastructure funding and bonding for street projects, housing, infill infrastructure projects and parks. The City recognizes that funding for these key project areas will help to spur economic activity in National City.

The City supports efforts to provide more flexibility in raising revenue for necessary infrastructure projects.

The City supports federal and state economic stimulus initiatives that provide the necessary resources and funds to invest in necessary infrastructure projects to improve the transfer of goods and services throughout the region, create jobs, and encourage economic development.

TRANSPORTATION

The City believes the movement of goods and people is vital to continued economic success and to the maintenance of a high quality of life. In order to preserve these, the City encourages the Legislature to invest in the maintenance and expansion of the State's multi-modal transportation network. The City supports regional coordination in transportation planning but opposes efforts that limit local control in the transportation decision-making process.

The City supports measures to finance local and regional multi-modal transportation improvements and to enhance transportation funding equity.

The City opposes proposals that would adversely affect the quality of National City and the San Diego region. Furthermore, the City Council supports efforts that grant cities the additional ability to provide for transportation improvements.

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CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	**POLICY #301**
ADOPTED: February 24, 1981	**AMENDED**: ~~October 17, 2023~~ October 1, 2024

PORT-RELATED LEGISLATION

The City and the Port of San Diego have worked cooperatively to address the disparity that has long existed between the regional benefits of the Port and the unique local impacts of the Port on the City and its residents. The City is committed to pursuing public policy that would achieve the balance necessary between the Port, the Working Waterfront, and National City consistent with the following six principles agreed upon by the parties:

1. Protection of Maritime Uses;
2. Enhancement of the Working Waterfront;
3. Environmental Compliance;
4. Public and/or Visitor Serving Amenities;
5. Financial Benefits to the Port and National City; and
6. Public Participation within National City.

Generally, the City is supportive of any legislative measures that are consistent with the policies and intent of one or more of the foregoing principles. Further, the City Council supports efforts that grant Port communities the ability to fully address the economic and environmental impacts directly and indirectly attributed to the Port. National City is also supportive of public policy that provides financial incentives to Port communities for the preservation and expansion of maritime activities within its jurisdiction.

ENERGY CONSERVATION & ENVIRONMENTAL PROTECTION

The City recognizes the importance of working cooperatively with other governmental and private sector entities to implement and manage efficient, cost-effective, and sound environmental programs and services that secure clean air, water, and land.

The City supports appropriate legislation and regulation that promotes pollution prevention, supports energy conservation efforts and encourages green development without imposing unfunded mandates.

The City opposes efforts that place a severe financial burden on municipalities.

LAND USE PLANNING

The City supports maintaining local authority in land use planning issues and supports legislative efforts that promote more orderly growth and oppose efforts that impede growth management, including the preservation of local authority to set land use policies.

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CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	**POLICY #301**
ADOPTED: February 24, 1981	**AMENDED**: ~~October 17, 2023~~ October 1, 2024

The City supports efforts to assist local governments in implementing sustainable development practices.

The City opposes legislation that would restrict a City's ability to redevelop Under-performing areas.

ECONOMIC DEVELOPMENT

The City supports efforts to enhance the range of economic development mechanisms at a City's disposal that would strengthen the abilities of local agencies to prepare for and implement growth, job creation, workforce development, redevelopment, conservation, and beautification projects.

The City opposes any attempt to limit local control over, or ability to execute economic development projects including through the diversion of redevelopment funding.

The City opposes any state or federal proposals that reduce economic investment opportunities at the local level. This includes reductions and restrictions to block grants and housing subsidies.

HOUSING

The City recognizes the importance of housing for all income levels as critical to the balanced and healthy growth of the City and its communities. The City supports affordable housing efforts as a key component to workforce recruitment and retention. This includes support for federal and state participation and financial support of programs to provide adequate housing for the elderly, disabled, homeless, and low-income persons throughout the community.

The City supports efforts to establish a permanent funding source for the development rehabilitation and preservation of affordable housing. Advocate for efforts to review and reduce state mandated regulations on housing development.

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CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Legislative and Judicial Platform	**POLICY #301**
ADOPTED: February 24, 1981	**AMENDED**: ~~October 17, 2023~~ October 1, 2024

GOVERNMENTAL PUBLIC LIABILITY POLICY

The City supports efforts to reinforce public entity design and discretionary act immunity.

The City supports efforts to abolish lump-sum awards for damages and to substitute installment payments projected over the plaintiff's life span, to cease at time of death.

The City supports efforts to develop statutory provisions calling for the reimbursement of all public entity defense costs and expenditures incurred in the defense of frivolous and spurious claims and lawsuits.

The City supports efforts to change the legal principal of "joint and several liability" to protect, ensure, and otherwise provide that the City will not be a target for unmeritorious lawsuits based on the City's more advantageous financial position, whether real or perceived, than that of the true tortfeasor .

The City opposes efforts to further erode governmental tort immunity.

The City opposes any efforts to remove or weaken any statutory time limits as to the filing and serving of claims and lawsuits as well as any efforts to open public entities to liability for punitive or exemplary damages.

The City opposes any efforts to expand situations in which public entities may be liable to pay for litigants' attorneys' fees or other litigation expenses.

LABOR RELATIONS AND BENEFITS

The City supports efforts that provide the City with necessary resources and authority to establish appropriate working conditions and benefits to its employees. This includes preserving and enhancing equal employment opportunities for all people seeking employment and opposing efforts that remove the local decision-making authority in employee issues.

The City is supportive of efforts that result in improved public and private sector labor management relations and opposes efforts that impose state mandates.

The City supports efforts to prevent abuses within the compensation system, which in turn result in increased costs to the City.

DRAFT

TITLE: Legislative and Judicial Platform	**POLICY #301**
ADOPTED: February 24, 1981	**AMENDED**: ~~October 17, 2023~~ October 1, 2024

The City opposes efforts that would increase the City's liability for unemployment compensation and retirement pensions.

The City opposes efforts that would increase employee Workers' Compensation benefits without system reforms to offset increased employer costs, and that would provide presumptive eligibility for the award of Workers' Compensation.

PUBLIC SAFETY AND EMERGENCY SERVICES

The City supports initiatives to preserve and enhance the ability of local governments to strategically plan for and respond to emergencies and efforts to ensure that the greatest level of public safety and emergency services are provided to the community without creating an unfunded mandate.

The City supports the retention of revenue streams for funding public safety employee disaster preparedness, crime prevention, fire prevention and suppression, emergency medical services, and public safety training.

The City supports efforts to provide the City with additional resources such as behavioral health clinicians and homeless outreach referral services to assist those in need of assistance and to direct them to the appropriate services.

The City opposed efforts that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by a guilty party.

The City supports efforts that strengthen local law enforcement, including: prevention of driving under the influence of drugs or alcohol; effective abatement of illegal land uses and illegal businesses; the sharing of criminal history information between states; registration of sex offenders; reducing access to firearms by the mentally ill; and providing tools and resources to address community challenges such as domestic violence, gangs, and human trafficking.

The City supports efforts statewide requiring persons convicted of certain specified crimes to annually register as a sex-offender, as specified, for a term of 1-, 20 or 30 years.

The City supports SB 1414 and efforts statewide that strengthen local law enforcement against those who attempt, or are convicted of violation towards solicitation of minor's including prostitution, human trafficking and pornography.

The City supports SB 2 de-certification of officers under specified conditions, including those officers convicted of any felonies and those with a history of egregious misconduct, contingent

TITLE: Legislative and Judicial Platform	**POLICY #301**
ADOPTED: February 24, 1981	**AMENDED**: ~~October 17, 2023~~ October 1, 2024

that an impartial authority outside of the employing agency is utilized and officers are afforded due process.

The City supports statewide and federal tracking of information related to officers that resign in lieu of discipline or termination, or those with multiple sustained complaints and violations.

The City supports mandated and regular implicit and racial bias training for all law enforcement, and de-escalation training that focuses on alternatives to deadly force.

The City supports efforts that increase county, state and federal funding for local law enforcement, fire suppression, wildfire prevention, hazardous materials mitigation, and emergency medical services.

The City supports efforts that promote national fire code development using an open, consensus-based process.

The City supports efforts to create a funding mechanism for a regional fire department in San Diego County that does not diminish the ability of cities to provide essential services and mechanisms that increase reimbursement funding for Medicare and Medi-Cal programs.

The City supports innovative health and safety efforts that improve access to primary and preventive care and decrease use of emergency departments, including expanded mental health services.

TELECOMMUNICATIONS

The City supports efforts that ensure consumer access to telecommunications services in an efficient and cost-effective manner while retaining local government's authority. This includes retaining local government's ability to negotiate franchise agreements, regulate the use of public rights-of-way, and collect appropriate revenues in order to maximize benefits to the consumer.

WATER MANAGEMENT

The City supports efforts to increase the water supply or improve water quality within the region and efforts that encourage voluntary water conservation.

DRAFT

RESOLUTION NO. 2024-

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CITY COUNCIL POLICY NO. 301 ENTITLED LEGISLATIVE AND JUDICIAL PLATFORM 2025

WHEREAS, City of National City ("City") City Council Policy No. 301 requires a periodic update of the Legislative and Judicial Platform on or before November 15th of each year wherein the City Manager submits Legislative Policy recommendations for review; and

WHEREAS, On or before the final City Council Meeting in December, the City Council shall formally adopt the Annual Legislative Priorities.

WHEREAS, having completed the review, and finding that minor modifications are required, staff has submitted legislative policy recommendations for approval that are presented in Exhibit A.

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

Section 1: Authorizes updates to City Council Policy No. 301, Legislative and Judicial Platform as presented in Exhibit A.

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 1st day of October, 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, Assistant Community Development Director**
Meeting Date: **Tuesday, October 1, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Municipal Services Agreement Whitepaper – Port of San Diego

RECOMMENDATION:
Approve for Distribution the City's Municipal Services Whitepaper to the Port of San Diego and Other Interested Parties, and Direct the City Manager to Secure Full Reimbursement Funding from the Port for Providing Municipal Services. The Full Cost Burden to the City from Providing Port Related Fire, Police, Community Development, and Engineering Services is $8,848,107.00. The City Currently Receives from the Port a Base Rate of Approximately $1.3 Million.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Port of San Diego is authorized by the San Diego Unified Port District Act to reimburse its five (5) membership cities for municipal services they provide within the Port's jurisdiction. The Port membership cities enter into "Municipal Service Agreements" ("MSA") with the Port to reimburse the cities for fire, Emergency Medical Services (EMS), and other police services. The formula used for reimbursement is based on responding to events on non-tax generating areas within the Port and city's jurisdiction. Examples for non-taxable areas include streets, parks, unleased tidelands, and open space areas.

The City entered into an MSA with the Port in July 2021 which will terminate automatically in June 2030. The City's baseline rate paid on an annual basis is $1,310,324. The baseline rate is reset periodically. The first baseline reset was to occur in July 2022 and the second reset period is due in July 2025. The reset periods allow the City or the Port to renegotiate the baseline rate. Prior to the July 2025 reset period, the City may present a new baseline rate to the Port considering the actual documented costs expended during the previous period. No reset negotiations have occurred since before 2022.

The MSA baseline amount is automatically increased by three percent (3%) on an annualized basis. Beyond these 3% changes, the Board of Port Commissioners must approve any changes to the baseline rate. To be reimbursed by the Port, the City must, on a quarterly basis, submit extensive documentation of the services provided to the Port. The documentation includes timecards, contracts, receipts, dispatch records, payroll documentation, overhead costs, service records, and police and fire budgets. The Port has a right to audit these records.

Other City MSA's:

In 2023, the City of San Diego received $1.5 million, the City of Chula Vista received $1.1 million, the City of Imperial Beach received $5.4 million, and the City of Coronado received $1.3 million pursuant to their respective MSA's with the Port. For example, Imperial Beach provides police, fire, EMS, park maintenance, and lifeguard services to the Port. Two cities (Chula Vista and Imperial Beach) receive facility reimbursements; and three cities (Chula Vista, Coronado, and Imperial Beach) receive reimbursement for vehicles.

Other California ports receive much higher reimbursement rates. For example, the Port of Stockton reimburses its public agencies $3.4 million for police and $3 million for police facilities. The Port of Long Beach reimbursed the City of Long Beach $2.1 million for their police services.

ANALYSIS:

The Port's MSA methodology uses a "calls for service" approach on land that has no ad valorem production. This approach fails to consider the full cost that the City expends in protecting Port assets. And the City has limited parks or public spaces to create these reimbursable service calls. Additionally, other member cities generate significant municipal revenues from Port tidelands beyond property taxes that help support general fund supported services like police and fire services however, this is not the use for National City.

The City of National City will be and has been the first responder to major incidents occurring on the Port's National City Marine Terminal or other port tenant leaseholds. Should there be a major fire incident, homeland security threat, or an accident requiring road closures to the Terminal or adjoining Port Leaseholds the City of National City fire, police, or public works departments or a combination of these departments would be first on the scene.

To be prepared for such incidents, it takes not just personnel, but facilities and training. To date, no training or facility costs have been reimbursed to the City from the Port. As currently written, the MSA is devoid of equity between member cities; National City is the first responder to any major incident at the National City Marine Terminal and unlike other membership cities, National City first responders must have the training, equipment, and the facilities at the ready, 24/7, to respond to any homeland security issue or any large-scale fire event on Port tidelands.

MSA WHITEPAPER:

The City commissioned a Whitepaper to determine the actual cost of providing police, fire, community development, engineering, and other services to the Port. The attached Whitepaper took an unconstrained review of the services provided to the Port and their associated overhead costs. This unconstrained review went beyond the artificial constraint of using non-taxable lands to determine the baseline reimbursement amount and instead reviewed the training, facility, equipment, and overhead costs that are required to provide these services to the Port.

Under the current MSA, the City would be reimbursed by the Port when a police officer responds to a service call at Pepper Park, the reimbursement amount is derived from payroll and service ticket records. The current MSA does not take into consideration all of the costs that go into making this one service call. It does not account for the training, equipment, or facility costs that supports the ability of an officer to respond to a Port related event.

This inequity becomes starker when consideration is given to the types of Port emergencies the City is asked to be prepared for. The City's fire department must have the personnel, equipment, training, and facilities to respond to a major conflagration should the cars stored at the Pasha Automotive facility become engulfed with fire and should some of those cars involve electric cars or charging stations, then highly specialized equipment and training is required. Yet, under the current terms of the MSA these added costs are not reimbursable.

No other membership city has the burden that National City has in relationship to the lack of revenue received from port operations and the threats and hazards it faces on a daily basis. As the Port implements its Maritime Clean Air Strategy, more electric charging stations, EV cars, and EV trucks will be present in the marine terminal environment. And while these actions are a net benefit to air quality, all those benefits are easily erased should there be a major EV fire conflagration.

Similarly, the City's Police Department must train and equip its officers to deal with an array of complex homeland security threat events. Under the current MSA none of the training requirements or equipment costs will be reimbursed. And as our southern border remains fully open it is recognized that there is a significant increase in homeland security threats. These hazards and threats require specialized training, equipment, and personnel including the facilities that are needed to support those activities.

The City also handles homeless issues on Port tidelands, enforces parking regulations on the roads leading to the Terminal, and enforces building codes. None of these activities have been reimbursed by the Port.

The City also maintains 9,100 linear feet of sewer mains and 3,700 feet of storm drains on Port tidelands. And again, these services are not reimbursed.

In sum, the Port has asked that the City of National City and its residents to accept the adverse health consequences of Port maritime operations while also incurring the full economic burden of protecting those Port assets. As a consequence, National City residents pay for Port operations with both their health and their pocketbooks.

THE FULL COST OF SERVICES

National City Police Department:

The service-call methodology does not account for the fact that the National City Police Department (NCPD) utilizes a ***geographic beat system*** to capture statistical data and allocate police resources. The NCPD is divided into four (4) geographic regions, referred to as beats, and personnel are assigned accordingly. Beat 24, is the most south/west beat and encompasses the Port Tidelands. The NCPD has always included the Port Tidelands in the geographic responsibility of the personnel assigned to beat 24. Personnel assigned to the other beats are prepared to respond to beat 24 in the event of an emergency. The MSA fails to recognize all administrative and personnel costs that support the beat system which leaves National City

paying these training, facility, and equipment costs. When all these costs are fully recognized National City is paying **$7,634,023** of non-reimbursable expenses to protect Port assets.

National City Fire Department:

The Port jurisdiction occupies approximately six percent (6%) of the City's overall land mass and therefore facility, equipment, and training budgets should be allocated based on this land mass percentage.

From a public health and safety standpoint, it is concerning that the Port must rely on the use of electric vehicles and trucks to reduce the toxic air pollutants that currently are being generated by terminal activities. For example, a fire involving a standard internal combustion vehicle generally lasts approximately 30 minutes from ignition, dispatch, unit arrival of one fire department fire engine, extinguishment, and removal by a tow company. Comparatively, fires involving EVs generally require a minimum of two fire engines, extinguishment alone will take more than 2 hours and may take as long as 8 hours, and additional delays may be caused in removal as tow companies may require the vehicle to have a cooling off period of greater than 1 hour prior to removal. This causes a significant increase to unit on-scene time, reducing overall unit availability for other emergencies within National City. This impact may also be felt by the National City Police Department as law enforcement will be required to commit to longer road closures reducing officer availability.

Moreover, EV/lithium-ion fires may compromise the actual cells of the battery system causing a phenomenon known as thermal runaway. This potentially catastrophic failure of the battery system is difficult to stop and greatly increases the overall time of extinguishment. It may allow the fire to spread to other vehicles and infrastructure causing a much larger-scale incident. Specific equipment has been developed for the fire service to combat this issue and involves specialized nozzles capable of penetrating into the battery to provide targeted cooling. This is designed to inhibit the thermal runaway process. This equipment costs approximately $40,000 with an additional $10,000 required to train personnel.

The cost to fully reimburse the City for fire protection, related to the Port's jurisdiction, is **$1,089,584**. This sum includes training, a portion of facility costs, equipment, and personnel costs.

The Homeless Issue on Port Tidelands:

The City's Community Development Department plays a key role in shaping the future of tideland development. The Community Development Department responds to homelessness issues on Port tidelands, manages parking violations (such as RV parking along the roads leading to the Terminal), removes graffiti placed on Port assets and enforces building codes for Port tenants. The full cost for providing these services to the Port is **$104,500.** To date none of these costs have been reimbursed to the City.

Maintaining Critical Infrastructure on Port Tidelands:

The City's Public Works Department maintains 9,100 linear feet of sewer main (inclusive of 40 manholes) and 3,700 feet of storm drains (inclusive of 30 drainage structures) on Port Tidelands.

In addition, City Public Works is required to maintain and service two sewer lift stations also located on Port Tidelands. The full cost for these services, which go unreimbursed by the Port, is approximately **$120,000** annually.

TOTAL COST SUMMARY

The total cost of these four service categories is **$8,848,107**. This includes the fully burdened rates of facilities, personnel, equipment, and training. The breakdown of these costs is contained in the attached Whitepaper.

FINANCIAL STATEMENT:
The Municipal Services Agreement Whitepaper concludes that the full cost to the City of National City for the services it provides to the Port of San Diego is $8,848,107. Approval of the recommendation would enable the City Manager to work with the Port of San Diego to achieve full cost reimbursement for the police, fire, community development, and infrastructure-related services it receives.

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:
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 – Final Port MSA Whitepaper

The City of National City Municipal Service Agreement

Port Operation Needs Assessment

September 2024

I. Background and Legal Framework

The purpose of this whitepaper is to provide the Port of San Diego, the State Lands Commission, and the community with a broader understanding of the cost that the City of National City incurs in providing services to port tidelands facilities and operations. This whitepaper establishes that the cost to provide City services to the Port far exceeds the amount that the City is currently receiving under the Municipal Service Agreement ("MSA"). Here, we will show that the current MSA methodology is wholly inadequate in reimbursing the City for the full cost of city services provided to Port tidelands.

Section 31 of the San Diego Unified Port District Act enables the Port to contract with a membership city for services. Monies transferred to a membership city must not represent a gift of public funds and capital expenditures for tideland expenditures requires the approval of the State Lands Commission. (San Diego Unified Port District Act Sec. 30.5). To avoid an unlawful gift of public funds the Port must show that the funds have been reasonably expended for a legitimate port purpose and not purely for municipal affairs. (*Mallon v. City of Long Beach* (1955) 44 Cal.2d 199,211). The Port enters into Municipal Service Agreements with all five of its membership cities.

The Port is lawfully allowed to reimburse a city for municipal services that are directly tied to the services provided on the Tidelands under the Port Act:

> *"In the absence of the adoption of any police, fire and sanitary regulations by the district, the police, fire, and sanitary regulations of any municipal corporation whose boundaries are adjacent to or contiguous to the territorial limits of the district shall be applicable."* (SDUPD Sec. 60.)

The Port has historically reimbursed cities for services provided to the Port. However, each agreement varies amongst the Port's membership cities. Unlike the Port of San Diego, other California ports are usually controlled by one major city and port operations are part of the that city's operating and capital improvement budgets.

II. MSA Funding

In 2023, the City of San Diego received $1.5 million, the City of Chula Vista received $1.1 million, the City of Imperial Beach received $5.4 million, and the City of Coronado received $1.3 million pursuant to their respective MSA's with the Port. For example, Imperial Beach provides police, fire, Emergency Medical Services (EMS), park maintenance, and lifeguard services to the Port. Two cities (Chula Vista and Imperial Beach) receive facility reimbursements. And three cities (Chula Vista, Coronado, and Imperial Beach) receive reimbursement for vehicles.

Each MSA has an automatic increase to its base rates. Annual resets were scheduled to occur at 3% in 2022 and again in 2025. If the overall MSA rate of reimbursement is not reset, then a city's MSA would be subject to an annual rate increase of 3%.

Other California ports receive much higher reimbursement rates. For example, the Port of Stockton reimburses its public agencies $3.4 million for police and $3 million for police facilities. The Port of Long Beach reimbursed the City of Long Beach $2.1 million for their police services.

III. National City's Role in Protecting Port Assets

The City of National City is the first responder to any major incidents occurring on the Port's National City Marine Terminal or other port tenant leaseholds. Should there be a major fire incident, homeland security threat, or an accident requiring road closures to the Terminal or adjoining Port Leaseholds the City of National City fire, police, EMS, or public works departments or a combination of these departments would be first on the scene. To be prepared for such incidents, it takes not just personnel, but facilities and training. To date, no training costs or facility costs have been reimbursed to the City from the Port. And, as currently written, the MSA is devoid of equity between member cities, National City is the first responder to any major incident at the National City Marine Terminal and unlike other membership cities, National City first responders must have the training, equipment, and the facilities at the ready, 24/7, to respond to any homeland security issue or any large-scale fire event on Port tidelands. This inequality was first addressed to the Port in November of 2021 by way of a letter from the then City Manager to the Port but, to date, no resolution to address the additional preparedness costs in the City's MSA has been achieved.

IV. The Shortcomings of the Current MSA Methodology

Today, the Port's methodology of using a simple accounting based on "calls for service" for non-ad valorem producing parcels fails to consider the full cost that the City expends in protecting Port assets. And, the City has limited parks or public spaces to create these reimbursable service calls. Additionally, other member cities generate significant municipal revenues from Port tidelands beyond property taxes that support general fund supported services like police and fire services. Reimbursing costs for municipal services should factor in all revenues generated on Port tidelands to each of the five member cities and not be narrowly focused on service calls.

From 2021 to the present, the City has consistently informed the Port that as a result of the industrialization of National City's Bayfront, the City's eighty-eight (88) person police force has higher training and equipment costs then non-Port membership cities. National City tidelands are "high hazard targets" which demand more expensive fire and police equipment resulting in greater expenses and higher training costs. Therefore, the MSA should account for these added training, equipment, and facility costs.

Moreover, the City's police officers and firefighters do not delineate between jurisdictions and often engage in proactive policing and firefighting. Under the present service-call methodology the MSA fails to account for these public safety initiatives.

The service-call methodology does not account for the fact that the National City Police Department (NCPD) utilizes a ***geographic beat system*** to capture statistical data and allocate police resources. The NCPD is divided into four (4) geographic regions, referred to as beats, and personnel are assigned accordingly. Beat 24, is the most south/west beat and encompasses the Port Tidelands. The NCPD has always included the Port Tidelands in the geographic responsibility of the personnel assigned to beat 24. Personnel assigned to the other beats are prepared to respond to beat 24 in the event of an emergency. The MSA fails to recognize all administrative and personnel costs that support the beat system and leaves National City paying the Port's geographic share of the total cost.

Similarly, the National City Fire Department maintains staffing for two fire engines, one truck company, a rapid attack fire squad and a Battalion Chief for a total of fourteen (14) personnel per day. The majority of responses located in the Port tidelands constitute a higher hazard due to their size and occupancy type.

Moreover, the National Fire Protection Agency Standard 1710 recommends that fifteen (15) firefighters respond to a low hazard response, twenty-eight (28) firefighters respond to a medium hazard response and forty-three (43) firefighters respond to a high hazard response. The National City Fire Department not only acts as a mitigating authority for emergencies at these high hazard areas, but they also function as insurance preventing additional revenue loss while protecting occupancies exposed to conflagrations.

These are not hypothetical events; these high hazard threats have been realized. For example, in August 2019, there was an incident involving a large car lot that stored many cars from a local car dealership. The entire property, approximately 80,000 square feet, was in National City's industrial zone. The area of the fire measured approximately 23,000 square feet. Many new and used vehicles were on fire, with crews from National City and Chula Vista Fire Departments working the incident. The fire was a suspicious event resulting in the ignition of brush and debris found in the immediate area. This event resulted in severe damage to 31 vehicles, with 21 of those vehicles considered a total loss with an estimated value of $1,000,000.

And in today's security environment and given our open southern border, it is simply a matter of time before our region and perhaps the Port facilities themselves experience a major homeland security threat.



V. The True Cost of Protecting the Port's Assets

As stated, the fully burdened cost of providing the Port with police, fire, community services, and public works assets has not been realized in the current MSA methodology. To address these shortcomings the City's police, fire, public works, and community development departments were asked to provide a comprehensive budget breakdown of the costs to serve the Port. As a result of this methodical accounting, these costs are significant and the City has been carrying these costs for decades without the benefit of the Port fully reimbursing the City for the actual cost of these services.

VI. Police Services to the Port

To fully compensate the City for police service it provides to the Port, all costs need to be accounted and these include City facility service charges, vehicle use, information management systems, insurance, maintenance and operations, and personnel services. All these cost factors must be accounted for in a renegotiated upcoming MSA.

For the budget year 2025, the total City Police budget is $32,229,849. Based on the City's police beat system within the Port's geographic boundaries, the Port's share of the total cost is $7,634,023.

The foundation for these costs are as follows:

1. Police Department salaries
    a. Captains and Chief $ 420,548.00
    b. Beat Officers and non-sworn personnel $4,526,195.00
2. Police Department equipment
    a. Service Charges for patrol vehicles $ 17,549.00

b. Patrol Vehicles	$ 15,698.00
c. Leased vehicles	$ 20,100.00
d. Leased Patrol Vehicles	$ 29,835.00
3. Use of Police Department Facilities	
a. IT services	$1,682,762.00
4. Administrative Police Services	
a. Operational Readiness	$ 842,339.39
b. Investment Services, Training, K-9 & Public Services	$ 78,995.00
Total Port Obligation:	**$7,634,023.00**

VII. Fire Protection for Port Assets

The City of National City Fire Department will be the first emergency responder should there be a major fire involving Pasha Automotive. And because the vehicles are parked closely to each other, literally, within inches of each other, if one vehicle catches fire others are likely to be rapidly involved. This danger becomes significantly exasperated when the car fires involve electric vehicles. There is simply no effective way to extinguish electric car or electric truck fires. Often times the strategy is to separate other cars or trucks from the burning electric vehicle and let it burn itself out or penetrate it with large volumes of directed high pressure water. Here, the Port's Maritime Clean Air Strategy adds to this safety risk because it recommends replacing hydrocarbon driven trucks and vehicles with electric vehicles and creating new car and truck charging facilities. And while this may be a net benefit to air quality the inherent risk of fire is of grave concern. As more and more electric vehicles enter the terminal and more electric trucks are used to transport the cars off the terminal the risk of uncontained fire increases.

VIII. Increased risk caused by electric vehicles and the electrification of the Port

The electrification of the Port of San Diego requires increased training for National City Firefighters. Electric Vehicles (EVs), Battery Energy Storage Systems (BESS), and charging stations present new challenges when exposed to fire. As the number of these systems increases on Port lands the likelihood of an incident involving EV cars and trucks increases proportionally. Firefighters responding to these emergencies will need specific training on extinguishment best practices, training on specialized extinguishment equipment, and training associated with the hazardous materials involved in these types of incidents. While these challenges are not isolated to the Port property and are present across the County, the sheer volume of EVs and the concentration of alternative fuel equipment make this hazard more unique to Port tidelands.

A fire involving a standard internal combustion vehicle generally lasts approximately 30 minutes from ignition, dispatch, unit arrival of one fire department fire engine, extinguishment,

and removal by a tow company. Comparatively, fires involving EVs generally require a minimum of two fire engines, extinguishment alone will take more than 2 hours and may take as long as 8 hours, and additional delays may be caused in removal as tow companies may require the vehicle to have a cooling off period of greater than 1 hour prior to removal. This causes a significant increase to unit on-scene time, reducing overall unit availability for other emergencies within National City. This impact may also be felt by the National City Police Department as law enforcement will be required to commit to longer road closures reducing officer availability.

EV/lithium-ion fires may compromise the actual cells of the battery system causing a phenomenon known as thermal runaway. This potentially catastrophic failure of the battery system is difficult to stop and greatly increases the overall time of extinguishment. It may allow the fire to spread to other vehicles and infrastructure causing a much larger-scale incident. Specific equipment has been developed for the fire service to combat this issue and involves specialized nozzles capable of penetrating into the battery to provide targeted cooling. This is designed to inhibit the thermal runaway process. This equipment costs approximately $40,000 with an additional $10,000 required to train personnel.

Based on the increases to the threat environment it is recommended that the Port provide funding for the City to ensure all firefighters are trained to respond and mitigate fires involving the Port's EVs, lithium-ion batteries, and other alternative energy equipment that will be used to develop the Port's Maritime Clean Air Strategy. This also requires funding to increase staffing on fire engines to provide adequate numbers of firefighters to extinguish the Port's EV fires safely, effectively, and efficiently. And lastly, the Port should fund the purchase of specialized extinguishing equipment and train firefighters to use this equipment.

Like the police department, the City's Fire Department has not received full reimbursement for its facilities, personnel, training, equipment, and information systems. The Port tidelands represents 6% of the City's land mass and the fully burdened Port share is **$1,089,584.00**. As shown in the chart below: The full cost burden of Fire Services:

1. Fire Department salaries	
a. Full-time salaries	$351,029.00
b. Fringe Benefits	$319,120.00
c. Overtime	$106,644.00
2. Fire Department equipment	
a. Vehicles	$127,042.00
b. Firefighting accessories	$13,861.00
c. Firefighting equipment	$8,248.00
3. Fire Department Communications and Radios	
a. Dispatch	$40,531.00
b. Radios	$8,015.00
4. Use of Fire Department Facilities	
a. Bond payments	$43,593.00
b. Building services	$22,463.00
c. IT services	$11,898.00

d.	Insurance	$4,076.00
5.	Administrative Fire Services	
a.	Training	$9,128.00
b.	Medical Services	$5,572.00
c.	Professional Services	$4,900.00
d.	Materials & Supplies	$3,104.00
e.	Indirect/Overhead Costs	$1,187.00
f.	Janitorial Supplies	$602.00
g.	Memberships	$221.00
h.	Office Supplies	$210.00
i.	Medical Supplies	$161.00
j.	Books	$126.00
k.	Duplicating Supplies	$70.00
l.	Printing & Binding	$66.00
m.	Uniforms	$56.00
6.	Specialized fire suppression equipment	
a.	Wearing apparel	$7,661.00
	Total Port Obligation:	**$1,089,584.00**

IX. The Homeless Issue on Port Tidelands

The City's Community Development Department plays a key role in shaping the future of tideland's development. The Community Development Department is the organization that responds to homelessness issues on Port tidelands, handles parking violations (such as RV parking along the roads leading to the Terminal), and their team removes graffiti placed on Port assets and enforces building codes for Port tenants. The fully burdened cost for providing these services to the Port is **$104,500** and is more specifically described in the below:

1.	Homeless Outreach	$5,500.00
2.	Parking Enforcement	$52,800.00
3.	Graffiti	$19,200.00
4.	Code Enforcement	$27,000.00
	Total Port Obligation:	**$104,500.00**

X. Maintaining Critical Infrastructure on Port Tidelands

The City's Public Works Department maintains 9,100 linear feet of sewer main (inclusive of 40 manholes) and 3,700 feet of storm drains (inclusive of 30 drainage structures) on Port Tidelands. In addition, City Public Works is required to maintain and service two sewer lift stations also located on Port Tidelands. The full cost for these services, which go unreimbursed by the Port, is approximately **$120,000** annually.

XI. Total Cost Summary

The total cost for all four service categories represents **$8,848,107**.

XII. Conclusion and Recommended Actions

The City of National City has been providing services to the Port for decades without being fully reimbursed for these services. The current methodology is designed to preclude the actual cost of these services. If the Port had to build, equip, train, and administer these services it would far exceed the reimbursable amounts currently provided. In sum, the Port has asked the City and its residents not only to absorb all the health impacts from marine terminal operations but also to pay the fully burdened costs of providing police, fire, community services, and public works services to the Port tidelands. No other membership city has the burden that National City has in relationship to the revenue received from Port operations and the threats and hazards it faces on a daily basis. As the Port implements its Maritime Clean Air Strategy more and more electric charging stations, EV cars, and EV trucks will be present in the marine terminal environment. And while these actions are a net benefit to air quality, all those benefits are easily erased should there be a major EV fire conflagration.

And as our southern border remains fully open it is recognized that there is a significant increase in homeland security threats. These hazards and threats require specialized training, equipment, and personnel including the facilities that are needed to support these activities.

The current methodology found in the Port's MSA's ignores these costs and ignores the revenue disparities amongst membership cities. To date, the Port has asked that the City of National City and its residents accept the adverse health consequences of maritime operations and incur the full economic burden of Port operations. As a consequence, our National City residents pay for Port operations with both their health and their pocketbooks.

Therefore, it is incumbent on the Port to redress these issues in a fair and reasonable manner and change the MSA methodology in a manner that corrects decades of neglect. The Port needs to pay for their proportional share of facilities, administrative overhead, training, equipment, and personnel in an amount that reflects the true cost of providing police, fire, community services, and public works services to tidelands activities and operations.