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 1 hour 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

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

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

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

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

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

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

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 1 hora 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, November 19, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

And
Teleconference Location
(Councilmember Molina)
Dallas Marriott Downtown Hotel
650 N. Pearl Street
Dallas, TX 75201
Room Number: To Be Determined
(Per Government Code 54953)

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 - Latina Equal Pay Day 13

   6.2 Introduction of New City Employees 14

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

   7.1 Community Calendar

8. 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.

9. INTERVIEWS AND APPOINTMENTS

9.1 Appointments: City Boards, Commissions and Committees – Mayoral Appointment to the Traffic Safety Committee. 15

Recommendation:
Mayoral Appointment with City Councilmembers' Confirmation.

9.2 Approval of the City Council to Reappoint Incumbent to the Port Commissioner Position for a 4-Year Term. 31

Recommendation:
Provide Staff Direction. As a City Council Appointment this action would require the majority of the City Council to move forward with this approach.

10. 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.

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

10.2 Establishing American Rescue Plan Act (ARPA) Appropriations for Capital Projects 89

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Establishment of American Rescue Plan Act Fund Appropriations for the Following Capital Projects: A) Kimball Park Lighting in the Amount of $228,800; B) Las Palmas Park Improvements in the Amount of $2,902,002; C) El Toyon Park Improvements in the Amount of $822,762; and D) Police Department Facility Upgrades in the Amount of $1,420,880; and 2) Authorizing the Establishment of Appropriations in the Amount of $95,435 in the Vehicle Acquisition Fund for Transfer to the American Rescue Plan Act Fund."

10.3 Approval of City Council Meeting Minutes. 94

Recommendation:
Approve and File.

10.4 Acceptance of an Easement for Channel Construction and Maintenance Along the North Side of Paradise Creek, Located North of Paradise Valley Road and East of Plaza Blvd 108

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Accepting and Authorizing the Mayor to Sign a Grant of Easement from the Santos Family Trust 08-11-03 for an Area Along the North Side of Paradise Creek, Located North of Paradise Valley Road and East of Plaza Blvd, for Channel Construction and Maintenance."

10.5 Adopting an updated Quality Assurance Program (QAP) 121

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Adopting an Updated Quality Assurance Program that Provides Sampling and Testing Procedures to Ensure that Materials Incorporated into Construction Projects are in Conformance with the Contract Specifications and Caltrans Requirements for Federal-Aid Projects; and 2) Authorizing the City Manager or their Designee to Execute the Quality Assurance Program.”

10.6 Agreement with the City of Chula Vista to Provide Animal Shelter Services and Related Administrative Services. 149

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute an Agreement with the City of Chula Vista for Animal Shelter and Related Administrative Services for National City in a Not-to-Exceed Amount of $499,656 for Fiscal Year 2025.”

10.7 Agreement with the Solana Center for Environmental Innovation for Senate Bill (SB) 1383 Compliance Support Services. 163

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute an Agreement with the Solana Center for Environmental Innovation for SB 1383 Compliance Support Services for a Not-to-Exceed Amount of $165,976, and 2) Authorizing the Re-Budgeting of the Appropriation in the Amount of $165,976 in the Trash Rate Stabilization Fund.”

10.8 Amendments and Additions to the City of National City's Schedule of Job Classifications and the Management and Confidential Positions Salary Schedule. 180

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Creating Three (3) New Job Classifications, Revising the Job Descriptions for Six (6) Existing Job Classifications, Approving Two (2) Reclassifications, and amending the National City Confidential and Management Positions Salary Schedules to Reflect the New Job Classifications."

10.9 Annual Update of Investment Policy, City Council Policy No. 203 211

Recommendation:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Adopting City Council Policy No. 203, Investments."

10.10 Approval of a Construction and Maintenance Agreement with San Diego Metropolitan Transit System to allow National City to Use a Portion of the 8th Street Transit Center Parking Lot for the Construction and Use of a Covered Storage Area with Solar Charging 250

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City National City, California, Authorizing the Mayor to Execute a Construction and Maintenance Agreement with San Diego Metropolitan Transit System for Use of a Portion of the 8th Street Transit Center Lot for Construction and Operations Related to the Free Ride Around National City Neighborhood Electric Vehicle Shuttle Program."

10.11 Authorizing the Purchase of an Aerial Boom Truck for the Public Works Parks Division 300

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.110(B) Regarding Exceptions to Formal Competitive Bidding and Authorizing the Purchase of a 2025 Freightliner Forestry Aerial Boom Truck from Commerce Truck Equipment Sales, LLC in a Not-to-Exceed Amount of $254,795.06 for the Public Works Parks Division; 2) Authorizing the Establishment of an Appropriation in the Amount of $254,796 in the Vehicle Acquisition Fund; and 3) Authorizing the City Manager to Approve Adjustments of Up to $25,479 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

10.12 Awarding a Contract to AP General Corp for the Las Palmas Park Improvements Project, CIP No. 24-13. 305

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Rejecting All Bids Received on September 13, 2024 for the Las Palmas Park Improvements Project, CIP No. 24-13; 2) Awarding a Contract to A.P. General Corporation in the Not-to-Exceed Amount of $3,189,002 for the Las Palmas Park Improvements Project, CIP No. 24-13; 3) Authorizing a 15% Contingency in the Amount of $478,350 for any Unforeseen Changes; 4) Authorizing the Mayor to Execute the Contract; and 5) Authorizing the Establishment of an Appropriation of $2,189,002 in the American Rescue Plan Act Fund for the Las Palmas Park Improvements Project.”

10.13 Awarding a Contract to Aster Construction Services for the FY24 and FY25 ADA Improvements Project CIP No. 24-04. 326

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Rejecting All Bids Received on May 17, 2024 for the FY24 and FY25 ADA Improvements Project, CIP No. 24-04; 2) Awarding a Contract to Aster Construction Services in the Not-to-Exceed Amount of $990,716 for the FY24 and FY25 ADA Improvements Project, CIP No. 24-04; 3) Authorizing a 15% Contingency in the Amount of $148,607 for any Unforeseen Changes; and 4) Authorizing the Mayor to Execute the Contract.”

10.14 Awarding a Contract to Blok Modular Constructors, Inc. for the Las Palmas Pool Modular Buildings Project, CIP 24-18. 351

Recommendation:
Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Blok Modular Constructors, Inc. in the Not-to-Exceed Amount of $713,000 for the Las Palmas Pool Modular Buildings Project, CIP No. 24-18; 2) Authorizing a 15% Contingency in the Amount of $106,950 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation of $713,000 in the American Rescue Plan Act Fund for the Las Palmas Pool Modular Buildings Project.”

10.15 Awarding a Contract to Dick Miller Inc. for the El Toyon Park Proposition 68 Improvements, CIP No. 22-26. 374

Recommendation:
Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, 1) Rejecting All Bids Received on June 13, 2024, for the El Toyon Park Proposition 68 Improvements, CIP No. 22-26; 2) Awarding a Contract to Dick Miller, Inc. in the Not-to-Exceed amount of $5,334,781 for the El Toyon Park Proposition 68 Improvements, CIP No. 22-26; 3) Authorizing a 10% Contingency in the Amount of $533,478 for any Unforeseen Changes; 4) Authorizing the Mayor to Execute the Contract; and 5) Authorizing the Establishment of an Appropriation of $822,762 in the American Rescue Plan Act Fund for the El Toyon Park Proposition 68 Improvements.”

10.16 Awarding a Contract to Endelos Construction, LLC, for the Police Department Generator and Electrical Upgrades Project, CIP No. 20-04. 408

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California 1) Rejecting All Bids Received on May 9, 2024 for the Police Department Generator and Electrical Upgrades Project, CIP No. 20-04; 2) Awarding a Contract to Endelos Construction LLC in the Not-to-Exceed Amount of $1,420,880 for the Police Department Generator and Electrical Upgrades Project, CIP No. 20-04; 3) Authorizing a 15% Contingency in the Amount of $213,132 for any Unforeseen Changes; 4) Authorizing the Mayor to Execute the Contract; and 5) Authorizing the Establishment of an Appropriation in the Amount of $1,420,880 in the American Rescue Plan Act Fund for the Police Department Generator and Electrical Upgrades Project”

10.17 Awarding a Contract to Huntington Beach Electric, Inc. for the Kimball Park Ballfield Lighting Improvements Project, CIP No. 24-10. 423

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Huntington Beach Electric, Inc. in the Not-to-Exceed Amount of $228,800 for the Kimball Park Ballfield Lighting Improvements Project, CIP No. 24-10; 2) Authorizing a 15% Contingency in the Amount of $34,320 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation of $228,800 in the American Rescue Plan Act Fund for the Kimball Park Ballfield Lighting Improvements Project.”

10.18 Awarding a Contract to Martin Marietta San Diego Aggregates LLC dba ATP General Engineering Contractors for the FY24 and FY25 Pavement Rehabilitation Project, CIP NO. 23-15. 444

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Rejecting All Bids Received on May 21, 2024 for the FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15; 2) Awarding a Contract to Martin Marietta San Diego Aggregates, LLC dba ATP General Engineering Contractors in the Not-to-Exceed Amount of $5,732,474 for the FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15; 3) Authorizing a 10% Contingency in the Amount of $573,247 for any Unforeseen Changes; and 4) Authorizing the Mayor to Execute the Contract."

10.19 Awarding a Contract to Metrocell Construction, Inc., for the 8th St. Mobility Hub for the FRANC NEV Shuttle project, CIP No. 22-25. 473

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Metrocell Construction, Inc. in the Not-to-Exceed Amount of $386,125 for the 8th St. Mobility Hub for the FRANC NEV Shuttle Project, CIP No. 22-25; 2) Authorizing a 15% Contingency in the Amount of $57,919 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

10.20 Eighteenth Amendment to an Option to Purchase Agreement with the County of San Diego for the Purchase of an Open Space Easement. (Parking Authority) 493

Recommendation:
Approve the Resolution Entitled "Resolution of the Parking Authority of the City of National City, California, Authorizing and Ratifying the Eighteenth Amendment to the Option to Purchase Agreement with the County of San Diego for the Purchase of an Open-Space Easement on a 15.08-acre Parcel of Land at the Southwest Corner of Sweetwater Road and Bonita Center Road that Extends the Escrow for Twelve Months after the Opening of Escrow.

10.21 Eleventh Amendment to an Option to Purchase Agreement with CarMax. (Parking Authority) 502

Recommendation:
Approve the Resolution Entitled "Resolution of the Parking Authority of the City of National City, California, Authorizing and Ratifying the Eleventh Amendment to the Option to Purchase Agreement Between the Parking Authority and CarMax Auto Superstores California, LLC, a Virginia Limited Liability Company, Providing Six Months from Execution of the Eleventh Amendment to Process and Record a Final Parcel Map and Requiring Escrow to Close Two Days after Recording the Final Parcel Map."

10.22 FY 2023-24 Development Impact Fees Annual Report 511

Recommendation:
Accept and File the Report.

10.23 Installation of 19 Feet of Red Curb “No Parking” in Front of the Residence Located at 2130 E. 12th Street to Improve Visibility at the Intersection of E. 12th Street and Grove Street. 522

Recommendation:
Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California Authorizing the Installation of 19 Feet of Red Curb “No Parking” in Front of the Residence Located at 2130 E. 12th Street to Improve Visibility at the Intersection of E. 12th Street and Grove Street.”

10.24 Installation of Time-Restricted “No Parking Street Sweeping” Signs on the East Side of Highland Avenue Between E. 2nd Street and Melrose Street. 533

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of Time-Restricted “No Parking Street Sweeping” Signs “Friday, 4:00 AM to 6:00 AM,” with the Exception of City Holidays, on the East Side of Highland Avenue between E. 2nd Street and Melrose Street.”

10.25 Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for beer and wine sales at an existing restaurant (Mr. Pulpo Seafood) located at 831 East 8th Street. 544

Recommendation:
Staff recommends approval of the sale of on-site beer and wine, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of beer and wine is a conditionally-allowed use in the Major Mixed-Use Corridor zone and would be accessory to food sales at the restaurant.

10.26 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) Modification for Beer and Wine Sales at a New Restaurant (Tacos El Franc) Located at 3030 Plaza Bonita Road, Suite 1108. 584

Recommendation:
Staff Recommends Approval of the Request to Modify the Existing Conditional Use Permit (CUP) for On-Site Beer and Wine Sales for a New Restaurant (Tacos El Franc) to Expand into the Adjacent Suite, Subject to the Recommended Conditions in the Attached Resolution and a Determination that the Project is Exempt from CEQA. The Sale of Beer and Wine is a Conditionally-Allowed Use in the Major Mixed-Use District Zone and Would be Accessory to Food Sales at the Restaurant.

10.27 2025 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant Number PT25188 in the Amount of $195,000. 626

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of the 2025 Office of Traffic Safety Selective Traffic Enforcement Program Grant in the Amount of $195,000, and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of $195,000.”

10.28 Project Close-Out and Notice of Completion for the Las Palmas Swimming Pool Renovation Project, CIP No. 22-01. 664

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by California Commercial Pools, Inc. for the Las Palmas Swimming Pool Renovation Project, CIP No. 22-01; 2) Approving the Final Contract Amount of $3,447,287.51; 3) Ratifying the Release of Retention in the Amount of $172,989.13; and 4) Authorizing the Mayor to Sign the Notice of Completion.”

10.29 Project Close-Out and Notice of Completion for the P-1 Sewer Upsize Project - Phase II, CIP No. 20-01. 675

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Ortiz Corporation for the P-1 Sewer Upsize Project - Phase II, CIP 20-01; 2) Approving the Final Contract Amount of $1,478,225.71; 3) Ratifying the Release of Retention in the Amount of $73,911.30; and 4) Authorizing the Mayor to Sign the Notice of Completion.

10.30 Summary Vacation of an Unused and Undeveloped Section of Paradise Avenue East of Plaza Blvd. 685

Recommendation:
Adopt the Resolution Entitled, **“**Resolution of the City Council of the City of National City Authorizing the Execution of an Order of Vacation of an Unused Section of Paradise Avenue East of Plaza Blvd.”

10.31 Temporary Use Permit – Chrome Ball Tour Hosted by San Diego Football Club at Kimball Park on November 23, 2024, with No Waiver of Fees. 703

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

10.32 Temporary Use Permit – Kimball Park Spring Carnival Hosted by Paul Maurer Shows at Kimball Park from Thursday, April 3, 2025, through Sunday, April 6, 2025, with No Waiver of Fees. 726

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

10.33 Vehicle Purchase for the Fire Department 765

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract #091521-NAF with National Auto Fleet Group for the Purchase and Buildout of a 2024 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab; 2) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220(B) Regarding the Purchasing of Emergency Lighting and Controller for the New Vehicle; 3) Approving the Purchase of a Flatbed Trailer and Camper Shell from the Lowest Responsive, Responsible Bidders; and 4) Approving the Establishment of Appropriations and Transfers and a Corresponding Revenue Budget in the General Fund and Vehicle Replacement Fund Based on Funding from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund in a Not-to-Exceed Amount of $95,040.00."

10.34 Investment transactions for the Month Ended July 31, 2024. 816

Recommendation:
Accept and File the Investment Transaction Ledger for the Month Ended July 31, 2024.

10.35 Investment Transactions for the Month Ended August 31, 2024. 829

Recommendation:
Accept and File the Investment Transaction Ledger for the Month Ended August 31, 2024.

10.36 Warrant Register #11 for the period of 9/06/24 through 9/12/24 in the amount of $2,289,177.07 842

Recommendation:
Ratify Warrants Totaling $2,289,177.07

10.37 Warrant Register #12 for the period of 9/13/24 through 9/19/24 in the amount of $377,403.34 849

Recommendation:
Ratify Warrants Totaling $377,403.34

10.38 Warrant Register #13 for the period of 9/20/24 through 9/26/24 in the amount of $4,514,198.70 856

Recommendation:
Ratify Warrants Totaling $4,514,198.70

10.39 Warrant Register #14 for the period of 9/27/24 through 10/03/24 in the amount of $1,984,481.70 865

Recommendation:
Ratify Warrants Totaling $1,984,481.70

10.40 Warrant Register #15 for the period of 10/04/24 through 10/10/24 in the amount of $2,936,574.06 875

Recommendation:
Ratify Warrants Totaling $2,936,574.06

10.41 Warrant Register #16 for the Period of 10/11/24 through 10/17/24 in the Amount of $6,085,986.34 882

Recommendation:
Ratify Warrants Totaling $6,085,986.34

11. PUBLIC HEARING

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

11.1 Conditional Use Permit for the Sale of Beer, Wine, and Distilled Spirits (ABC Type-21) at an Existing Grocery Store (Manolo Farmers Market) located at 303 Highland Avenue. 888

Recommendation:
Staff Recommends Adoption of the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving a Conditional Use Permit for the Sale of Beer, Wine, and Distilled Spirits (ABC Type-21) at an Existing Grocery Store (Manolo Farmers Market) Located at 303 Highland Avenue.”

11.2 Amendment of Chapter 18.29 of the National City Municipal Code to Add Regulations for the Mixed-Use Overlay Zone. 919

Recommendation:
Adopt the Ordinance Entitled: “An Ordinance of the City Council of the City of National City, California, Amending Chapter 18.29 of the National City Municipal Code to Add Regulations for the Mixed-Use Overlay Zone.”

11.3 Amendment to the 2024 Regional Transportation Improvement Program (RTIP). 922

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving an Amendment to the Transnet Local Street Improvement Program of Projects for National City for Fiscal Years 2022, 2023 and 2024 to Increase Local T*ransnet* Funding for Street Resurfacing (NC03) in the Amount of $500,000 through a Transfer of Funds from Traffic Signal Install/Upgrade (NC04).”

11.4 Introduction and First Reading of the Ordinance Establishing Speed Limits Based on Engineering and Traffic Surveys 927

Recommendation:
Introduce Ordinance by First Reading, entitled, “Ordinance of the City Council of the City of National City, California, Establishing Speed Limits on Portions of Sweetwater Road Based on Engineering and Traffic Surveys and Authorizing the Director of Public Works to Post Speed Limit Signs Consistent with the Recommendations of the Engineering and Traffic Surveys.”

12. STAFF REPORTS

12.1 City of National City Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2023 934

Recommendation:
Accept and file the reports.

13. CITY MANAGER’S REPORT

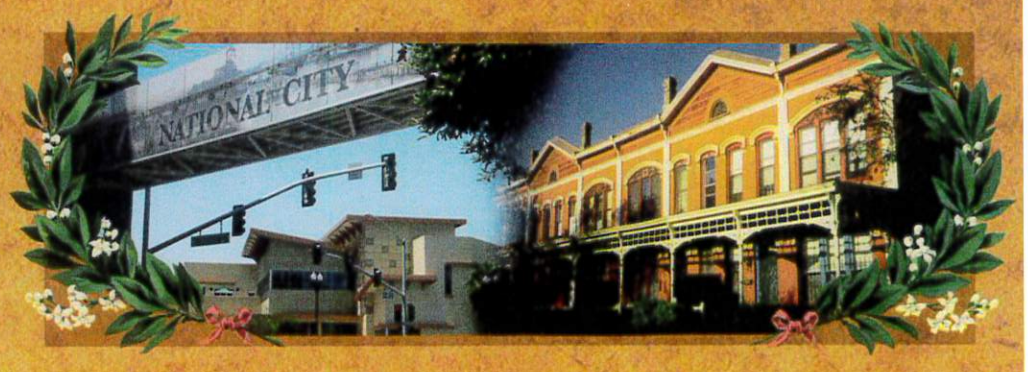
14. ELECTED OFFICIALS REPORT 1135

14.1 POLICY 105 REQUEST - A Motion of Censure of Councilmember Jose Rodriguez for a Pattern of Violations of the Code of Conduct to be Placed on the Regular Council Meeting of December 3, 2024. Requested by Mayor Morrison.

15. CITY ATTORNEY REPORT

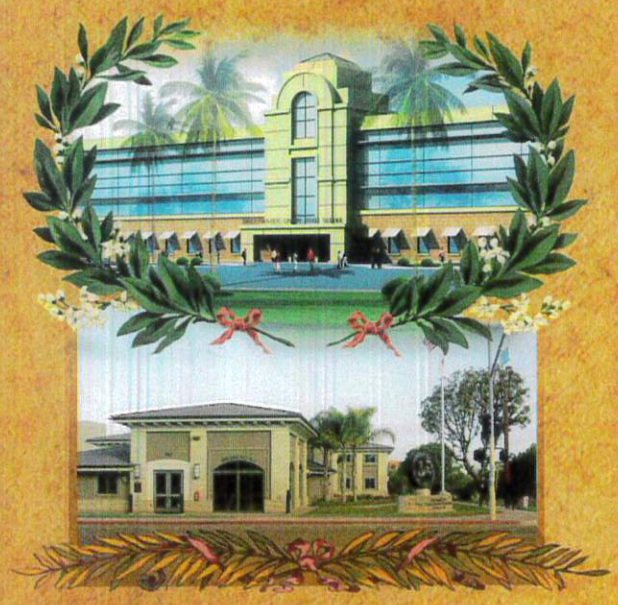
16. ADJOURNMENT

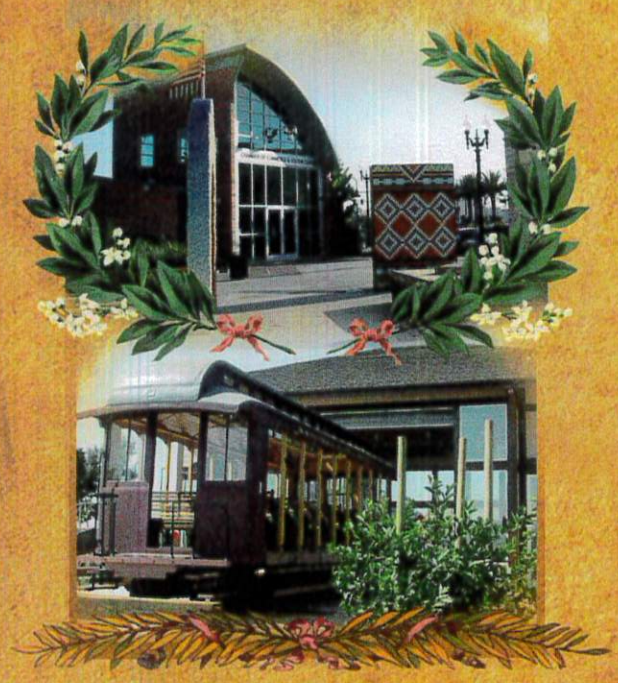
Regular Meeting of the City Council of the City of National City - Tuesday, December 3, 2024 - 6:00 p.m. - Council Chambers - National City, California.

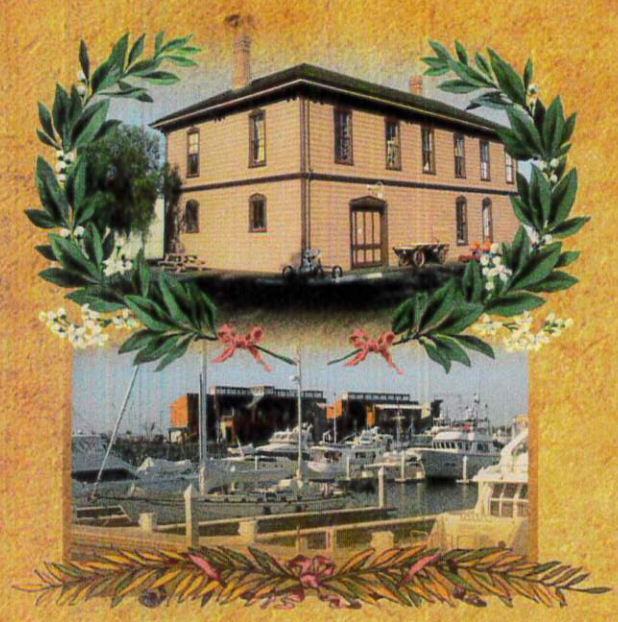


Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED







WHEREAS, The City of National City is making a strong statement of support for equality and opportunity in our community. As a city that values diversity, inclusion, and equal opportunity, we recognize the important work of MANA de San Diego, an organization that serves as the leading voice for Latinas in our community, celebrating Latina successes and raising awareness of barriers that prevent Latinas from reaching their full potential; and

WHEREAS, in the past decade, the number of Latinas earning a college degree has grown by 103%, yet Latinas still face the largest pay gap compared to other demographic groups; and

WHEREAS, employers have the power to create lasting change by implementing fair practices and fostering inclusive workplaces, ensuring that all employees have equal opportunities to thrive; and

WHEREAS, the City of National City supports initiatives that call for mentorship and sponsorship programs in the workplace to help underrepresented talent, particularly Latinas, excel in their careers; and

WHEREAS, we advocate for the establishment of internships for first-generation college students, providing them with the critical experience and opportunities to enter the workforce; and

WHEREAS, we support pay equity audits as a means to ensure that all individuals are compensated fairly, regardless of gender, race or background; and

WHEREAS, the City of National City acknowledges that addressing the barriers faced by Latinas in the workplace ultimately benefits all employees and creates a more equitable and productive environment for everyone; and

WHEREAS, by working together we can create a community and workforce where equality, inclusion, and opportunity are not just ideals, but a lived reality for all; and

BE IT PROCLAIMED, I, Ron Morrison, as Mayor of the City of National City, by 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 November 19, 2024, as

LATINA EQUAL PAY DAY

In witness whereof, I have hereunto set my hand and caused the seal of the City of National City to be affixed this 4th day of November 19, 2024.

Ron Morrison
Mayor

Ditas Yamane
Vice Mayor

Marcus Bush
Councilmember

Luz Molina
Councilmember

Jose Rodriguez
Councilmember

NEW HIRES / PROMOTIONS

OCTOBER 2024

LIBRARY

Carl Adkins

LIBRARIAN

ENGINEERING / PUBLIC WORKS

Francisco Rivera Gonzalez

EQUIPMENT MECHANIC II

PROMOTIONS

LIBRARY

Danielle Ghio

CITY LIBRARIAN

ENGINEERING/PUBLIC WORKS

Andrew Del Sol - Williamson

PARK CARETAKER

POLICE DEPARTMENT

Anthony Carlomagno

POLICE CORPORAL

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, November 19, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Appointments: City Boards, Commissions and Committees – Mayoral Appointment to the Traffic Safety Committee.

RECOMMENDATION:
Mayoral Appointment with City Councilmembers' Confirmation.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

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

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

At the September 17, 2024, City Council meeting, appointments were selected for various BCCs. However, due to a lack of applications, one vacancy still remains for the Traffic Safety Committee due to the expired term of Amelito Gozum.

One application has been received from Amelito Gozum since the September 17 meeting. The appointment would fill a three-year term to September 30, 2027.

FINANCIAL STATEMENT:
Not applicable.

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

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

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

ORDINANCE:
Not Applicable

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

Explanation for Mayoral Appointments

The City Clerk's Office began advertising and accepting applications for vacancies on the Traffic Safety Committee on July 24, 2024 with a deadline of August 20, 2024.

Background

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

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Traffic Safety Committee	(1) One Seat – Sept. 30, 2027	Mayoral	Yes	Amelito Gozum*

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

****

Traffic Safety Committee has one (1) seat available due to the expired term of Amelito Gozum.

At the September 17, 2024, City Council meeting, appointments were selected for various BCCs. However, due to a lack of applications, one vacancy still remains for the Traffic Safety Committee.

***One (1) applicant Amelito Gozum** was previously a member of the Traffic Safety Committee whose term expired on September 30, 2024. The appointment would fill a three-year term to September 30, 2027.

Their meetings are held the second Wednesday of every month at 1:00 p.m. in the Large Conference Room in City Hall.

Amelito Gozum was appointed on May 7, 2024. From the time of appointment until his term expiration of September 30, 2024, the Traffic Safety Committee scheduled five meetings including one special meeting. Three meetings were cancelled due to lack of a quorum or a lack of agenda items. Attendance of meetings is shown below for reference.

Attendance	2024 (June-September)
Attended	2
Absent	0
Cancelled	3

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

****

Appointment:
Per City Council Policy #107 (D)(7):
The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the

motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If, the majority of the City Council choose to deny the proposed appointment, at which point the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to City Councils with a different applicant for consideration.

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

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

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

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

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

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

Traffic Safety Committee

Applicant Package - Committee Member

Traffic Safety Committee - Committee Member

Term 30 Sep 2024 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- GOZUM, AMELITO

Name: GOZUM, AMELITO

Address: [redacted], National City, 91950

Email: [redacted]

Board Name: Traffic Safety Committee

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

3

Term of Residency?:

9 YRS 3MONTHS

Present Employer?:

Department OF Navy - NAVFAC - Naval Facilities Engineering Command

Occupation:

Civil/Cost Engieer

Business Address:

[redacted]

Educational Background:

Bachelor of Scince in Civil Engineering - Don Honorion Ventura Technological State University in Bacolor Philippines - 1992

Associate in Construction and Management - South Western College - Chula Vista Ca 2020

Currently Serving on a BCC?:

Yes

Previously Served on a BCC?:

Yes

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

Traffic Safety Committee

Professional or Technical Organization Memberships?:

AACEi and Aspe

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

Council of Filipino Association - Serve as Voluntary Tax Preparer since 2016

Experience or Special Knowledge Pertaining to Area of Interest?:

Civil Engineering

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 10/16/24 11:10:41 AM

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

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

PURPOSE

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

Mayor's Appointments:

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

City Council Appointments:

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

POLICY

Appointment Process

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

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

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

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

   Unscheduled vacancy. An unscheduled vacancy shall be filled according to

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

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

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

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

    The City Council fills vacancies on these bodies.

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

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

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

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

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

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

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

6. Interviews:

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

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

7. Mayoral Appointments:

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

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

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

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

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

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

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

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

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

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

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

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

11. Report to Council:

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

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

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

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

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

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

14. Resignations, Attendance, Training, and Removals

Resignation:

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

Attendance:

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

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

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

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

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

Excused Absences:

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

Excused absences are listed as follows:

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

Removal:

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

Mandatory Training and Filing Requirements:

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

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

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

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

Removal:

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

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

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

BOARDS/COMMISSION/COMMITTEES

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

CITY COUNCIL POLICY #107 and NCMC TITLE 16

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

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, November 19, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Approval of the City Council to Reappoint Incumbent to the Port Commissioner Position for a 4-Year Term.

RECOMMENDATION:
Provide Staff Direction. As a City Council Appointment this action would require the majority of the City Council to move forward with this approach.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On June 13, 2024, the City Council appointed GilAnthony Ungab as Port Commissioner to fulfill the remaining 6 months of a term. The vacancy was caused by action of the City Council at the meeting of Tuesday, May 7, 2024, to remove Sandy Naranjo as Port Commissioner.

The end of term for this position is December 2024. As we are near the end of the calendar year with two-regular City Council Meetings scheduled, it is pertinent that the City Council provide staff direction on how they would proceed with this appointment for the next 4-year term ending December 2028.

City Council Policy #107, Section Policy – Appointment Process (B) (Exhibit A) does provide an option for the City Council:

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

Should the City Council decide that they would like to exercise this option, direction to staff would be to advertise the vacancy to fulfill the legal requirement of noticing vacancies. This noticing is in addition to the fulfillment of the posted Maddy Act, Local Appointments List which was posted December 6, 2023 for all known vacancies for the following calendar year due to the end of terms required by G.C. 54970. Additionally noticing was provided with the report to City Council June 13, 2024, providing end of term is December 2024.

This City Council Appointment to the Port Commission is per the San Diego Unified Port District Act Section 16 (Exhibit B) regarding the appointment of the Port Commissioners. The Port Clerk administers the Oath of Office of new Commissioners, usually scheduled for the first meeting of the Board of Port Commissioners in January of the new year.

Staff could return to City Council Tuesday, December 3rd with a report to appoint the incumbent appointee GilAnthony Unngab if directed by the City Council.

FINANCIAL STATEMENT:
Not Applicable.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – City Council Policy #107
Exhibit B – San Diego Unified Port District Act Section 16

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

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

PURPOSE

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

Mayor's Appointments:

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

City Council Appointments:

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

POLICY

Appointment Process

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

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

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

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

   Unscheduled vacancy. An unscheduled vacancy shall be filled according to

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

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

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

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

    The City Council fills vacancies on these bodies.

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

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

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

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

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

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

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

6. Interviews:

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

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

7. Mayoral Appointments:

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

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

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

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

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

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

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

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

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

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

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

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

11. Report to Council:

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

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

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

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

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

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

14. Resignations, Attendance, Training, and Removals

Resignation:

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

Attendance:

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

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

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

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

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

Excused Absences:

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

Excused absences are listed as follows:

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

Removal:

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

Mandatory Training and Filing Requirements:

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

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

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

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

Removal:

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

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

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

(48)

San Diego Unified Port District
Document No. 70987
Filed MAR 03 2020
Office of the District Clerk

SAN DIEGO UNIFIED PORT DISTRICT ACT

California Harbors and Navigation Code, Appendix 1
(Cal. Harb. & Nav., Appx. 1)

An act to provide for the establishment of the San Diego Unified Port District; to provide for the calling of municipal elections therefor; describing the powers, duties, and functions thereof, authorizing the district to borrow money and issue bonds for district purposes; to provide means of raising revenues for the operation, maintenance and bond redemption of the district; and to provide for the transfer to such district of tidelands and lands lying under inland navigable waters.

Section headings in this document are for reference only
and are not official section headings of the legislation.

(Stats. 1962, 1st Ex. Sess., c. 67, as amended by Stats. 1963, c. 673,
Stats. 1965, c. 349, Stats. 1965, c. 577, Stats. 1965, c. 1953, Stats. 1965, c. 2043,
Stats. 1974, c. 208, Stats. 1975, c. 587, Stats. 1977, c. 1227,
Stats. 1982, c. 171, Stats. 1990, c. 168, Stats. 1991, c. 978,
Stats. 1996, c. 399, Stats. 1996, c. 480, Stats. 1997, c. 118,
Stats. 1998, c. 889, Stats. 2000, c. 302, Stats. 2001, c. 946,
Stats. 2005, c. 382, Stats. 2006, c. 538, Stats. 2014, c. 931, Stats 2018, c.192, Stats. 2019, c. 372.)

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§ 1. SHORT TITLE.

This act shall be known and may be cited as the San Diego Unified Port District Act.

§ 2. STATE POLICY.

It is hereby declared to be the policy of the State of California to develop the harbors and ports of this State for multiple purpose use for the benefit of the people. A necessity exists within San Diego County for such development. Because of the several separate cities and unincorporated populated areas in the area hereinafter described, only a specially created district can operate effectively in developing the harbors and port facilities. Because of the unique problems presented by this area, and the facts and circumstances relative to the development of harbor and port facilities, the adoption of a special act and the creation of a special district is required.

§ 3. DEFINITIONS.

For the purposes of this act the following words shall have the following meanings:

(a) "District" or "port district" shall mean the San Diego Unified Port District.

(b) "Board" or "board of commissioners" shall mean the Board of Commissioners of the San Diego Unified Port District.

(c) "County" shall mean the County of San Diego.

§ 4. ESTABLISHMENT OF PORT DISTRICT; PURPOSES; USE OF POWERS.

(a) A port district for the acquisition, construction, maintenance, operation, development and regulation of harbor works and improvements, including rail and water, for the development, operation, maintenance, control, regulation, and management of the harbor of San Diego upon the tidelands and lands lying under the inland navigable waters of San Diego Bay, and for the promotion of commerce, navigation, fisheries, and recreation thereon, may be established or organized and governed as provided in this act and it may exercise the powers expressly granted herein.

(b) Subject to Section 87 and any other provision of applicable law, the district may use the powers and authority granted pursuant to this section to protect, preserve, and enhance all of the following:

(1) The physical access to the bay.

(2) The natural resources of the bay, including plant and animal life.

(3) The quality of water in the bay.

(c) Notwithstanding any other provision of law, the powers and authority specified in this section are to be used only as necessary or incident to the development and operation of a port and shall not apply to public utilities operated under the jurisdiction of the Public Utilities Commission of the State of California.

(d) This section shall become operative on December 2, 2002. (Amended Stats. 1996, c. 399; Stats. 2001, c. 946)

§ 5. TERRITORY; JURISDICTION.

(a) The area within the district shall include all of the corporate area of each of the cities of San Diego, Chula Vista, Coronado, National City, and Imperial Beach which establish the district as provided in this act, and any unincorporated territory in the County of San Diego contiguous thereto, which is economically linked to the development and operation of San Diego Bay, included in the district by the board of supervisors of the county as provided in this act. The regulatory, taxing, and police power jurisdiction of the district, as otherwise provided for in this act, shall apply to the above-described area.

(b) In addition to the powers and authority described in subdivision (a), the district shall exercise its land management authority and powers over the following areas:

(1) The tidelands and submerged lands granted to the district pursuant to this act or any other act of the Legislature.

(2) Any other lands conveyed to the district by any city or the County of San Diego or acquired by the district in furtherance of the district's powers and purposes as provided in Section 87.

(c) This section shall become operative on December 2, 2002. (Amended by Stats. 1990 c. 168; Stats. 1996 c. 399; Stats. 2001, c. 946)

§ 5.5 TRANSFER OF INTEREST IN REAL PROPERTY; SAN DIEGO UNIFIED PORT DISTRICT.

(a) There is hereby granted and conveyed in trust to the San Diego Unified Port District in the County of San Diego all the right, title, and interest of the State of California, except as hereafter reserved and upon conditions specified in subdivision (c), acquired and held by the state pursuant to an agreement and deeds identified as Documents Number 1999 0845732, 1999 0845736, and 1999 0845737, recorded December 30, 1999, Official Records, San Diego County, and which are further described as follows:

(1) Parcel No. 1, which consists of that portion of the southwest quarter of the southwest quarter of quarter Section 163 and that portion of the northwest quarter of the northwest quarter of quarter Section 164 of Rancho De La Nacion in the City of Chula Vista, County of San Diego, State of California, according to map thereof no. 166 filed in the Office of the County Recorder of San Diego County May 11, 1869, and all of lots 7, 8, 9, 10, and 11 and those portions of lots 1, 2, 3, 4, 5, 6, 12, 13, 14, and 15 in block "B" of resubdivision of Bay Villa Tract, according to map thereof no. 1198, filed in the Office of the County Recorder of San Diego County August 6, 1909. Together with those portions of Walnut Street adjoining said block "B" on the west and the alley lying within said block "B" and that portion of "I" Street lying within said

quarter Sections 163 and 164 as vacated and closed to public use by resolution of the City Council of the City of Chula Vista recorded August 12, 1971, as file no. 179188 of official records described as a whole as follows:

Beginning at a point on the southerly line of said quarter Section 163, distance thereon 20.00 feet easterly from the southwest corner thereof; thence north 17°46'58" west on a line 20.00 feet easterly from and parallel with the westerly line of said quarter Section 163, a distance of 1282.11 feet to a point on the southerly line of "H" Street as shown on said map no. 1198; thence along said southerly line north 72°12'15" east 19.89 feet to a point on the westerly line of that land conveyed to the State of California (Caltrans) by deed recorded August 1, 1968, as file no. 130106 of official records; thence along the westerly boundary of said Caltrans land the following seven courses: (1) south 17°48'37" east 5.95 feet; (2) north 74°58'17" east 188.10 feet to the beginning of a tangent 45.00 foot radius curve concave southwesterly; (3) southeasterly along the arc of said curve through a central angle of 73°18'01" a distance of 57.57 feet; (4) tangent to said curve south 31°43'55" east 181.34 feet; (5) south 26°51'03" east 342.59 feet to the beginning of a tangent 1669.99 foot radius curve concave westerly; (6) southerly along the arc of said curve through a central angle of 14°20'28" a distance of 418.00 feet; and (7) south 12°30'35" east 303.54 feet to the centerline of "I" Street as closed and vacated; thence along said centerline south 72°15'16" west 332.90 feet to the point of beginning.

(2) Parcel No. 2, which consists of those portions of fractional quarter Section 170 and 171 of the Rancho De La Nacion in the City of Chula Vista, in the County of San Diego, State of California, according to map thereof by Morrill, filed as map no. 166 in the Office of the County Recorded of San Diego County, bounded and described as follows:

Commencing at the Northeast corner of said fractional quarter Section 171; thence south 17 °54'28" east along the easterly line of said fractional quarter section, 1270.95 feet to a point on a line nine feet parallel to and northerly of the westerly prolongation of the northerly line of "H" Street as said street is shown on the map of Bay Villa Tract, according to map thereof no. 1198, on file in the Office of the County Recorder of San Diego County; thence south 72°12'00" west along said parallel line, a distance of 170.00 feet to the true point of beginning of this description; thence parallel with and distant 170.00 feet westerly from the easterly line of said fractional quarter sections, the following three courses and distances: (1) south 17°54'28" east 49.14 feet; (2) south 17°47'12" east 1321.96 feet; and (3) south 17 °50'01" east 1283.10 feet to a point in the westerly prolongation of the northerly line of "J" Street, as shown on record of survey no. 917 on file in the Office of the County Recorder of San Diego County; thence along said westerly prolongation south 72°04'39" west 593.24 feet to a point on the ordinary high water mark of San Diego Bay, as said ordinary high water mark was fixed and established by that agreement recorded June 22, 1953, in book 4897, page 408, of official records, San Diego County and as shown on miscellaneous map no. 217 on file in the Office of the County Recorder of San Diego County; thence along said ordinary

high water mark the following eight courses and distances: (1) north 07°04'12" west 491.51 feet to station 117; (2) north 04°01'57" west 568.80 feet to station 116; (3) north 14°12'27" west 489.77 feet to station 115; (4) north 22°26'52" west 184.97 feet to station 114; (5) north 57°45'31" west 230.80 feet to station 113; (6) north 20°56'53" west 453.58 feet to station 112; (7) north 24°18'00" west 233.28 feet to station 111; and (8) north 30°20'10" west 87.43 feet to a point on a line nine feet parallel to and northerly of the westerly prolongation of the northerly line of "H" Street as described; thence a long said parallel line north 72°12'00" east 568.65 feet to the true point of beginning.

(b) The lease of the lands described in subdivision (a), designated No. PRC 8121, from the State Lands Commission to the district shall terminate on January 1, 2001.

(c) The district shall own, operate and manage the public trust lands described in subdivision (a) in accordance with the same terms, trusts, and conditions as the tide and submerged lands granted to it and held pursuant to Chapter 67 of the Statutes of 1962 of the First Extraordinary Session, as amended. (Added by Stats. 2000, c. 302)

§ 5.7 TRANSFER OF INTEREST IN REAL PROPERTY; SAN DIEGO UNIFIED PORT DISTRICT; TIDELANDS AND SUBMERGED LANDS WITHIN SAN DIEGO BAY.

(a) There is hereby granted in trust to the district all the right, title, and interest of the State of California, held by the state by virtue of its sovereignty, in and to all those remaining tidelands and submerged lands not previously granted, whether filled or unfilled, within the San Diego Bay lying northerly of the following described line:

Beginning at NGS monument Road 2 (PID DC1690), thence S 68°07'54" W 8,621.00 feet to NGS monument North Island NAS Shoran Tower (PID DC1727). The basis of bearings of this description is the California Coordinate System of 1983, Zone 6. All distances are grid distances.

(b) The district shall own, operate, and manage the public trust lands granted pursuant to subdivision (a) in accordance with the same terms, trusts, and conditions as the tide and submerged lands otherwise granted under this act.

(c) (1) (A) (i) By June 30, 2020, the district shall transfer to the State Lands Commission the initial sum of four hundred twelve thousand nine hundred three dollars ($412,903) from the revenues generated on the lands granted pursuant to subdivision (a). This initial amount is based on the estimated gross annual revenues generated, as of June 30, 2020, from the lands granted pursuant to subdivision (a).

(ii) By June 30, 2021, and at the end of each fiscal year thereafter, the initial sum required to be transferred pursuant to clause (i) shall be adjusted according to the change in the Consumer Price Index, and

that adjusted amount shall be transferred to the State Lands Commission.

(B) If the gross annual revenues generated by the lands granted pursuant to subdivision (a) exceed the amount required to be transferred to the commission pursuant to subparagraph (A), the district shall, in addition, transfer to the State Lands Commission 20 percent of the total amount of the excess annual gross revenues.

(C) Notwithstanding subparagraph (B), the State Lands Commission may, at its discretion and at a properly noticed public meeting, enter into different revenue sharing agreements, upon proposal by the district, if it finds that the agreement will provide a significant benefit to the public trust and is in the best interests of the state. If the State Lands Commissions approves a revenue sharing agreement different from subparagraph (B), the State Lands Commission shall provide notification, in writing or email, to the Assembly Committee on Natural Resources and the Senate Committee on Natural Resources and Water.

(2) Upon receipt of the moneys pursuant to paragraph (1), the State Lands Commission shall allocate 80 percent to the Treasurer for deposit in the General Fund and 20 percent to the Treasurer for deposit in the Land Bank Fund for expenditure pursuant to Division 7 (commencing with Section 8600) of the Public Resources Code for management of the commission's granted lands program.

(d) On or before January 1, 2024, the district shall submit to the State Lands Commission a trust lands use plan for trust lands granted pursuant to this section, describing any proposed development, preservation, or other use of the trust lands. The district shall then submit to the State Lands Commission for its approval any proposed changes to, or amendment to, the trust lands use plan. The State Lands Commission, in its sole discretion, may consider whether the submission of the Port Master Plan, pursuant to Section 19, meets the requirements of, and therefore may be considered, a trust lands use plan for trust lands granted pursuant to this section.

(e) The requirements of Section 6359 of the Public Resources Code do not apply to the trust lands granted pursuant to this section. (Added by Stats. 2019, c. 372 (S.B. 507), § 2, eff. Jan. 1, 2020.)

§ 5.8 TRANSFER OF REAL PROPERTY IN THE CITY OF CHULA VISTA TO THE SAN DIEGO UNIFIED PORT DISTRICT.

(a) (1) Notwithstanding any other law, there is hereby granted and conveyed in trust to the San Diego Unified Port District in the County of San Diego all the right, title, and interest of the state, acting by and through the State Lands Commission, in real property acquired and held by the state subject to the common law public trust doctrine and pursuant to a Grant Deed identified as Document No. 2016-0073422, recorded on February 19, 2016, in the Official

Records of San Diego County, and pursuant to the agreement that was approved as Calendar Item 48 of the December 10, 2010, State Lands Commission meeting, which is further described as follows:

Real property in the City of Chula Vista, County of San Diego, State of California, described as follows:

That portion of quarter sections 172 and 173 of Rancho De La Nacion, in the City of Chula Vista, County of San Diego, State of California, according to map thereof No. 166, filed in the Office of the County Recorder of said San Diego County, being more particularly described as follows:

Beginning at the intersection of the northerly line of F Street with a line lying 170.00 feet westerly of and parallel with the easterly line of said quarter Section 172 as shown on Record of Survey 9039 on file in the Office of the Recorder of said County; thence along the northerly line of F Street south 72°03'09" west (south 72°03'22" west per Record of Survey 9039) 1576.25 feet; thence leaving said northerly line along the boundary of that certain parcel of land granted to the Chula Vista Yacht Club by deed recorded March 20, 1914 in Book 648, Page 5 of deeds, north 17°56'51" west (north 19°30'00" west record) 125.00 feet; thence south 72°03'09" west 360.27 feet (south 70°30'00" west 357.32 feet record) to a point on the ordinary high water mark as shown on said record of Survey 9039; thence along said ordinary high water mark north 25°58'19" west (north 25°58'27" west record) 21.21 feet; thence north 34°45'18" west 351.42 feet (north 34°45'26" west 351.42 feet record); thence north 31°15'18" west 369.02 feet (north 31°15'26" west 369.00 feet record); thence north 39°43'12" west (north 39°39'35" west record) 65.98 feet; thence leaving said ordinary high water mark along the line shown as proposed buffer line on Record of Survey 10601 on file in the Office of the Recorder of said County north 54°19'29" east 242.85 feet (north 54°21'35" east 242.81 feet record); thence north 25°59'02" east 168.30 feet (north 25°56'57" east 168.40 feet record); thence north 10°11'18" east 105.09 feet (north 10°12'03" east 105.09 feet) to a point on the arc of a nontangent 200.00 foot radius curve concave southeasterly, a radial line to said point bears north 34°13'58" west (north 34°13'23" west record); thence northeasterly along said curve through a central angle of 28°27'27" an arc distance of 99.33 feet to a point of reverse curvature with a 100.00 foot radius curve concave northwesterly; thence northeasterly along said curve through a central angle of 82°22'52" an arc distance of 143.78 feet; thence along a nontangent line north 01°34'50" east 78.45 feet (north 01°35'25" east 78.45 feet record); thence north 14°41'41" east 153.05 feet (north 14°42'16" east 153.05 feet record); thence north 09°57'42" west 362.16 feet (north 09°57'07" west 362.16 feet record); thence north 09°51'27" west 201.35 feet (north 09°53'08" west 201.40 feet record); thence north 32°52'31" east 220.47 feet (north 32°51'10" east 220.47 feet record); thence north 16°04'50" east 244.79 feet (north 16°03'29" east 244.79 feet record) to a point on the arc of a nontangent 200.00 foot radius curve concave easterly, a radial line to said point bears south 75°49'10" west (south

75°47'49" west record); thence northerly along said curve through a central angle of 32°42'11" an arc distance of 114.15 feet; thence along a nontangent line north 06°46'56" west 202.96 feet (north 06°48'17" west 202.96 feet record); thence north 19°06'19" east 80.68 feet (north 19°04'58" east 80.68 feet record); thence north 31°10'16" west 90.80 feet (north 31°00'20" west 90.57 feet record); thence north 86°38'04" east 160.03 feet (north 86°36'43" east 160.00 feet record) to a point on the arc of a nontangent 600.00 foot radius curve concave northerly, a radial line to said point bears south 24°19'51" west (south 24°20'15" west record); thence easterly along said curve through a central angle of 33°40'00" an arc distance of 352.56 feet; thence along a nontangent line north 85°42'51" east 491.73 feet (north 85°43'14" east 491.67 feet record) to a point on a line which lies 170.00 feet westerly and parallel with the easterly line of said quarter Section 173; thence along said line south 17°42'40" east 1225.66 feet to a point on the southerly line of said quarter Section 173; thence continuing along a line which lies 170.00 feet westerly and parallel with the easterly line of said quarter Section 172 south 17°48'19" east 1287.27 feet to the point of beginning.

(2) Said parcel being described in paragraph (1) is described in a Conditional Certificate of Compliance recorded November 1, 1990, as Instrument no. 90-592926 of official records of the County of San Diego.

(3) Said land is also described in that certain Grant Deed Recorded December 10, 2010, as Instrument No. 2010-0684029 of official records of the County of San Diego.

APN: 567-011-05-00 and 565-010-30-00

(b) The lease of the real property described in Subdivision (a), designated as No. PRC 8912.9, from the state, acting by and through the State Lands Commission, to the district, shall terminate on the effective date of the Act that added this section.

(c) The district shall own, operate, and manage in trust for the benefit of the public statewide the public trust lands conveyed to the district by the state pursuant to subdivision (a) in accordance with the same terms, trusts, and conditions as the tidelands and submerged lands granted and held pursuant to this act.

(d) The requirements of Section 6359 of the Public Resources Code do not apply to the trust lands granted pursuant to this Section. (Added by Stats. 2018, c. 192 (A.B. 2646), § 1, eff. Aug. 24, 2018)

§ 6. ELECTION ON FORMATION OF DISTRICT.

The Board of Supervisors of San Diego County shall call an election in the area to be included within the district not later than the 1964 State Primary Election on the question of the formation of the district if either of the two conditions specified below is met:

(a) A petition calling for the formation of the district is filed with the board of supervisors from each of the five cities specified in Section 5. Each of the petitions from the five respective cities shall be signed by at least five percent (5%) of the voters registered for the last municipal election in each particular city.

(b) A resolution of consent calling for the formation of the district is filed with the board of supervisors from each of the city councils of the five cities specified in Section 5; provided, that the requirements of this section shall be deemed to have been met if a combination of petitions and resolutions of consent have been filed with the board of supervisors, so long as each of the five cities specified in Section 5, either through a petition or by a vote of the city council, has authorized the calling of an election for the formation of the district.

§ 7. PETITION OR RESOLUTION OF CONSENT; CONTENTS.

The petition or the resolution of consent shall contain:

(a) A declaration calling for the creation of the San Diego Unified Port District, for the purpose of improving and developing the harbor.

(b) A declaration that the tide and submerged lands owned by the particular city should be granted to the district.

§ 8. QUALIFICATIONS OF SIGNERS.

Each signer of a petition within a particular city shall be a registered voter and resident of that city.

§ 9. PUBLICATION OF PETITION; HEARING; LAW GOVERNING.

The publication of the petition and the hearing on the petition shall be governed by the provisions of Section 6014 of the Harbors and Navigation Code.

§ 10. ELECTION PROCEEDINGS; LAW GOVERNING; DEFINITION OF TERMS; CONSOLIDATION OF ELECTIONS.

The election shall be called, noticed, held, and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, results declared, oaths of office administered, and all other proceedings incidental to and connected with the election shall be regulated and done, as nearly as may be practicable, in accordance with the provisions of law regulating municipal elections in general law cities.

For the purposes of the election, the terms "board of trustees" and "city clerk," respectively, as used in the Elections Code provisions respecting the conduct of elections in general law cities, shall mean the county board of supervisors and the county clerk, respectively, for the purpose of the election held under this act.

An election called pursuant to the provisions of this act may be consolidated with any other election pursuant to the provisions of Chapter 4 (commencing with Section 23300) of Part 2 of Division 12 of the Elections Code.

§ 11. **VOTE COUNT; CONDUCT.**

The count of the vote in the election shall be conducted in two parts. One part shall consist of those votes cast in the City of San Diego, and the other part shall consist of all of those votes cast in the other four cities specified in Section 5 and outside territory.

§ 12. **APPROVAL BY ELECTORS.**

If the electors in the City of San Diego and the electors in the other four cities specified in Section 5 and outside territory approve of the formation of the district, at an election held pursuant to the provisions of this act, the district shall be established.

§ 13. **CANVASS OF VOTES; ENTRIES ON MINUTES.**

If from the canvass it appears and the board of supervisors finds that a majority of the votes cast in the City of San Diego and a majority of the votes cast in the other four cities and outside territory, the votes of such other four cities and outside territory being combined together, were cast in favor of the formation of the district, it shall enter that fact upon its minutes, together with a description of the boundaries of the district, its name, the official name or names by which the district is commonly known and enter its order declaring the district duly formed and existing in the county.

§ 14. **CONVEYANCE OF TIDELANDS, SUBMERGED LANDS AND FACILITIES THEREON IN TRUST TO DISTRICT; EXCEPTIONS.**

Upon the establishment of the district, every city specified in Section 5 shall convey to the district all its right, title and interest in and to the tidelands and submerged lands, together with any facilities thereon, which are owned by the city, including any such lands which have been granted in trust to the city by the State in the Bay of San Diego. The City of San Diego shall convey to the district all its right, title and interest in and to such pueblo lands as lie within the tidelands and submerged lands in the Bay of San Diego, together with any facilities thereon, which are owned by the City of San Diego. Thereafter the title to such lands shall reside in the district, and the district shall hold such lands in trust for the uses and purposes and upon the conditions which are declared in this act. Notwithstanding any other provision of this act, the City of San Diego shall not be required to convey to the district those lands described in Chapter 778 of the Statutes of 1929, and the City of Coronado shall not be required to convey to the district those lands described in Chapter 1839 of the Statutes of 1953.

§ 15. **INCLUSION OF UNINCORPORATED TERRITORY.**

The Board of Supervisors of the County of San Diego may, by ordinance, include within the district unincorporated territory which the board has determined would be benefited by the district.

§ 16. **GOVERNMENT OF DISTRICT; APPOINTMENT OF PORT COMMISSIONERS; QUALIFICATIONS; EXERCISE OF POWERS AND DUTIES.**

The district shall be governed by a board of commissioners who shall be known as "port commissioners." Each city council, respectively, of the cities which are

included in the district pursuant to the provisions of this act shall appoint the commissioner or commissioners to which it is entitled, pursuant to this section, to represent that particular city on the board. Three of the commissioners shall be residents of the City of San Diego, one shall be a resident of the City of National City, one shall be a resident of the City of Chula Vista, one shall be a resident of the City of Coronado, and one shall be a resident of the City of Imperial Beach. The commissioners shall be residents of the respective cities they represent at the time of their appointments, and during the term of their office. All of the powers and duties conferred upon the district shall be exercised through the board of commissioners.

§ 17. TERM OF COMMISSIONERS; VACANCIES; OATH; CERTIFICATE; REMOVAL.

The term of each commissioner shall be for four years, except as provided in this section.

Any vacancy shall be filled by appointment by the city council of the city from which the vacancy has occurred. Any appointment to fill a vacancy during the term of a commissioner shall be for the unexpired term.

Each commissioner, before entering upon the duties of his office, shall take and subscribe the oath as provided in Section 1360 of the Government Code of the State of California, and a certificate of the same shall be filed with the city clerk of the city from which the commissioner shall have been appointed, and a copy of which shall be filed with the district.

A commissioner may be removed from the board by a majority vote of the city council which appointed the commissioner. (Amended by Stats. 1965, c. 577; Stats. 1982, c. 171)

§ 18. COMMISSIONERS; ORGANIZATION; QUORUM; MEETINGS; RULES AND REGULATIONS, COMPENSATION.

Immediately after their appointment, the commissioners shall enter upon the performance of their duties. The board shall annually elect one of its members as chairperson and another as vice chairperson, and shall also elect annually a secretary, who may or may not be a member of the board. A majority shall constitute a quorum for the transaction of business. The board shall make rules and regulations for its own government and procedure, shall hold at least one regular meeting each month, and may hold any special meetings it deems necessary.

The commissioners shall be officers of the district and shall receive no salaries but shall be reimbursed for necessary traveling and other expenses incurred while engaged in the performance of their duties. (Amended by Stats. 1963 c. 673; Stats. 1996, c. 480)

§ 19. MASTER PLAN FOR HARBOR AND PORT IMPROVEMENT; MODIFICATION OF PLAN; CONFLICTING LOCAL ORDINANCES.

The board shall draft a master plan for harbor and port improvement and for the use of all of the tidelands and submerged lands which shall be conveyed to the district pursuant to the provisions of this act. A two-thirds vote of the board shall be

required to adopt the plan. The board may from time to time modify the master plan by a two-thirds vote of the board.

The provisions in the master plan shall not override or supersede any local existing zoning ordinance which was in effect on April 30, 1962; provided, that if any local zoning ordinance is repealed, or expires, or becomes nonoperative for any reason, thereafter the provisions of the master plan adopted by the board shall control as to all lands and waters under the jurisdiction of the district.

§ 20. FISCAL YEAR; ESTABLISHMENT; ANNUAL FINANCE REPORT BUDGET.

The board shall establish a fiscal year for its operations and shall at the end of each fiscal year, or as soon as possible after the end of each fiscal year, make a complete report of the affairs and financial condition of the district for the preceding fiscal year, which shall show the sources of all receipts and the purposes of all disbursements during the year. The report shall be verified by the chairperson of the board and the secretary thereof. The board shall draw up a budget for each fiscal year. (Amended by Stats. 1996, c. 480)

§ 21. ORDINANCES AND RESOLUTIONS.

The board may pass all necessary ordinances and resolutions for the regulation of the district.

The enacting clause of all ordinances passed by the board shall be in substantially the following form:

"The Board of Port Commissioners of San Diego Unified Port District do ordain as follows:"

All ordinances and resolutions shall be signed by the chairperson of the board and attested by the clerk.

All ordinances and resolutions shall be entered in the minutes. All ordinances passed by the board shall be published, within 15 days from the passage thereof, with the names of the members voting for and against them at least once in a daily newspaper of general circulation printed and published in the district.

Ordinances passed by the board shall not go into effect until the expiration of 30 days from the date of their passage by the board, except ordinances ordering or otherwise relating to the following which shall take effect upon their publication:

(a) An election.

(b) The adoption of the annual budget.

(c) The bringing or conducting of suits or actions.

(d) The condemnation of private property for public use.

(e) The immediate preservation of the public peace, health, or safety, which ordinance shall contain a specific statement showing its urgency and be passed by a two-thirds vote of the board.

A grant, franchise, lease, right, or privilege shall never be construed to be an urgency measure.

All grants, franchises, leases, permits, rights, or privileges for five years or less may be made by the executive director in accordance with any regulations the board prescribes by resolution, and all grants, franchises, leases, permits, or privileges for more than five years shall be made by ordinance, except leases or installment sales to or from a joint powers authority or nonprofit corporation in connection with the issuance of bonds or certificates of participation which may be authorized by resolution. Irrevocable permits shall not be granted or issued to any person. (Amended by Stats. 1963, c. 673; Stats. 1996, c. 399)

§ 22. EMPLOYMENT OF OFFICERS AND EMPLOYEES.

(a) The board may employ engineers, attorneys, and any other officers and employees necessary in the work of the district.

(b) The executive director shall appoint a treasurer whose duty it shall be to receive and safely keep all moneys of the district.

(1) The treasurer shall do all of the following:

(a) Comply with all provisions of law governing the deposit and securing of public funds.

(b) Pay out moneys only as authorized by the board, except that no authorization shall be necessary for the payment of principal and interest on bonds of the district, or payment of lease rentals or installment purchase payments used to pay the principal and interest on bonds or certificates of participation issued by, or on behalf of, or at the request of the district.

(c) At regular intervals, at least once each month, submit to the secretary of the district a written report and accounting of all receipts and disbursements and fund balances, a copy of which report he or she shall file with the board.

(2) The treasurer may appoint a deputy or deputies for whose acts the treasurer and the treasurer's bondsmen shall be responsible. The deputy or deputies shall hold office subject to the pleasure of the treasurer and shall receive compensation as may be provided by the board.

(3) The treasurer shall execute a bond covering the faithful performance by him or her of the duties of the treasurer's office and his or her duties with respect to all moneys coming into his or her hands as treasurer in an amount fixed by resolution of the board. The surety bond required by

this paragraph shall be executed only by a surety company authorized to do business in the State of California and the premium therefor shall be paid by the district. The bond shall be approved by the board and filed with the secretary of the district.

(4) The treasurer, before entering upon the duties of his or her office, shall take and file with the secretary of the district the oath of office required by the California Constitution. (Amended by Stats. 1963, c. 673; Stats. 1996, c. 399)

§ 23. ACTIONS BY AND AGAINST DISTRICT.

The district and the board may sue and be sued in all actions and proceedings in all courts and tribunals of competent jurisdiction.

The district also may bring an action to determine the validity of any of its taxes, revenues, rates, charges, bonds, warrants, contracts, obligations, or evidences of indebtedness pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure. (Amended by Stats. 1963, c. 673; Stats. 1996, c. 399)

§ 24. SEAL.

The board may adopt a seal for the district and alter it at pleasure. (Amended 1963 by Stats. 1963, c. 673)

§ 25. ACQUISITION AND DISPOSAL OF PROPERTY.

The district may take by grant, purchase, gift, devise, lease or otherwise acquire, hold and enjoy and lease and dispose of real and personal property of every kind, within the district, necessary to the full or convenient exercise of its powers. (Amended by Stats. 1963, c. 673)

§ 26. REPEALED 1996 – By Stats. 1996, c. 399

§ 27. EMINENT DOMAIN.

The district may exercise the right of eminent domain within the boundaries of the district to take any property necessary or convenient to the exercise of its powers consistent with Section 4 and pursuant to Section 30.5. (Amended by Stats. 1975, c. 587; Stats. 1996, c. 399)

§ 28. PUBLIC CORPORATION.

The district created in accordance with the provisions of this act is a public corporation created for the purposes set forth herein. (Amended by Stats. 1963, c. 673)

§ 29. BONDS AND OTHER INDEBTEDNESS; REFUNDING; RETIREMENT.

(a) (1) The district may issue bonds, borrow money, and incur indebtedness as authorized by law or as provided in this act.

(2) The district also may refund any indebtedness as provided in this act or in any other applicable law, may refund by the issuance of the same type of

obligations as those refunded and following the same procedure as at that time may be applicable to the issuance of those obligations, and may retire any indebtedness or lien that may exist against the district or its property.

(3) For the exclusive purpose of securing financing or refinancing of any project or purpose permitted by this act, through the issuance of bonds or certificates of participation by a joint powers authority, and notwithstanding any other provision of law applicable to borrowing or the issuance of bonds, the district may borrow money or purchase or lease property from the authority. In this connection, the district may sell or lease property to the authority to the extent allowed by subdivision (b) of Section 87, in each case, in accordance with the interest rate or rates, maturity date or dates, installment payment or rental provisions, security, pledge of revenues and other assets, covenants to increase rates and charges, default, remedy, and any other terms or provisions as may be specified in the loan, loan purchase, installment sale, lease, or other agreement or agreements between the district and the authority.

(4) The district may enter into any liquidity or credit agreement it may deem necessary or appropriate in connection with any financing or refinancing authorized by this section. This section provides a complete, additional, and alternative method of performing the acts authorized by this section, and the borrowing of money, incurring indebtedness, sale, purchase, or lease of property from or to a joint powers authority.

(b) The district may retire any indebtedness that is outstanding as of the effective date of the act amending this section enacted at the 1989-90 Regular Session of the Legislature, that has been incurred by the City of Imperial Beach for the construction or reconstruction of the Imperial Beach pier located upon tide and submerged lands granted to the district by the Legislature pursuant to that act. (Amended by Stats. 1963, c. 673, Stats. 1990, c. 168; Stats. 1996, c. 399)

§ 30. POWERS AND SERVICES.

(a) (1) The board may regulate and control the anchoring, mooring, towing, and docking of all vessels.

(2) The board may manage the business of the district and promote the maritime and commercial interests by proper advertisement of its advantages and by the solicitation of business within or outside the district, within other states or in foreign countries, through employees or agencies that are expedient.

(b) (1) The district may perform the functions of warehousemen, stevedores, lighterers, reconditioners, shippers, and reshippers of properties of all kinds.

(2) Within the boundaries of the district, consistent with the provisions of this act, the district may do all of the following:

(a) Acquire, purchase, take over, construct, maintain, operate, develop, and regulate grain elevators, bunkering facilities, belt or

other railroads, floating plants, lighterage, towage facilities, and any and all other facilities, aids, equipment, or property necessary for or incident to the development and operation of a harbor or for the accommodation and promotion of commerce, navigation, fisheries, or recreation in the district.

(b) Acquire, purchase, develop, construct, maintain, repair, operate, and regulate highways, streets, roadways, bridges, railroads, trolleys, buses, and similar transportation facilities, parking facilities, power, communication facilities, water and gas pipelines, and all other transportation and utility facilities or betterments incidental, necessary, or convenient to the development and operation of air terminal and rail facilities, and the other purposes for which the district was established. (Amended by Stats. 1963, c. 673; Stats. 1996, c. 399)

§ 30.5 EXERCISE OF POWERS OFF TIDELANDS.

(a) The district may undertake the activities authorized in Section 27 or listed in paragraph (2) of subdivision (b) of Section 30 outside of the lands listed in subdivision (b) of Section 5 if all of the following occur:

(1) The activities are adjacent to the lands listed in subdivision (b) of Section 5.

(2) The board finds that adequate areas for these activities do not presently exist within the lands listed in subdivision (b) of Section 5.

(3) The activities are necessary or incidental to carrying out the purposes described in Section 87.

(b) At least 60 days before making a capital expenditure in excess of one hundred thousand dollars ($100,000), but not more than one million dollars ($1,000,000), in or on the lands specified in subdivision (a), the district shall give written notice of that proposed expenditure to the State Lands Commission. The notice shall set forth the trust purposes, as set forth in this act, for which the proposed expenditure will be made.

(c) The district shall not make capital expenditures in excess of one million dollars ($1,000,000) in or on lands listed in subdivision (a) unless the State Lands Commission approves the expenditure pursuant to Chapter 2 (commencing with Section 6701) of Part 2 of Division 6 of the Public Resources Code.

(d) At least 60 days before making a capital expenditure of not more than two hundred fifty thousand dollars ($250,000) in or on the lands that are not adjacent to lands specified in subdivision (b) of Section 5, the district shall give written notice of that proposed expenditure to the State Lands Commission. The notice shall set forth the trust purposes, as set forth in this act, for which the proposed expenditure will be made.

The district shall not make capital expenditures in excess of two hundred fifty thousand dollars ($250,000) in or on lands that are not adjacent to lands specified in subdivision (b) of Section 5 unless the State Lands Commission approves the expenditure pursuant to Chapter 2 (commencing with Section 6701) of Part 2 of Division 6 of the Public Resources Code.

(e) Any property acquired by the district shall become an asset of the public trust and be subject to Section 87. (Added by Stats. 1996, c. 399)

§ 31. CONTRACTS WITH CITY FOR SERVICES.

As to any service which the district is authorized to perform pursuant to the provisions of this act, the district may contract for the performance of such service by the city within which the particular tidelands are located. (Amended by Stats. 1963, c. 673)

§ 32. ELECTIONS; APPLICABILITY OF ELECTIONS CODE.

All district elections shall be held in accordance with the provisions of the Elections Code of the State of California, as the same now exist or may hereafter be amended, for the holding of elections in general law cities insofar as the same are not in conflict with this act. (Amended by Stats. 1963, c. 673)

§ 33. ELECTIONS; INITIATIVE REFERENDUM AND RECALL.

The provisions of the Elections Code of the State of California, as the same now exist or may hereafter be amended; governing the initiative and the referendum in districts shall apply insofar as such provisions of the Elections Code are not in conflict with this act. Officers of the district shall not be subject to recall. (Amended by Stats. 1963, c. 673)

§ 34. INVESTMENT OF EXCESS FUNDS.

The board may, by resolution, order that any of the moneys in the funds under its control which are not necessary for current operating expenses be invested in any obligations, bonds or securities in which a general law city could invest such funds; provided, however, that (1) any such investment shall be made in such a manner that the moneys in such funds will be available at the times and in the amounts necessary to accomplish the purpose for which said funds were established, and (2) no such investment shall be made in contravention of any provision or covenant in any proceedings for the authorization and issuance of bonds, notes, contracts or other evidences of indebtedness. (Amended by Stats. 1963, c. 673)

§ 35. NECESSARY AND CONVENIENT ACTS.

The board may do all other acts necessary and convenient for the exercise of its powers.

§ 36. FIXING OF RATES AND CHARGES.

The board shall by ordinance fix the rate of wharfage charges and other charges which are appropriate for the use of any of the facilities owned and constructed or services furnished or provided by the district.

§ 37. PUBLIC PROJECTS; APPLICABLE LAW.

(a) Article 48 (commencing with Section 20750) of Part 3 of Division 2 of the Public Contract Code applies to public projects of the district.

(b) The district shall adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the district. Purchases of supplies and equipment by the district shall be in accordance with those policies and procedures and with all provisions of law governing those purchases.

(c) As used in this section, "public project" means any of the following:

(1) A project for the erection, improvement, painting, or repair of public buildings and works.

(2) Work in or about streams, bays waterfronts, embankments, or other work for protection against overflow.

(3) Street or sewer work except maintenance or repair.

(4) Furnishing supplies or materials for any project specified in paragraphs (1) to (3), inclusive, including maintenance or repair of streets or sewers. (Amended by Stats. 1977, c. 1227, Stats. 1997, c. 118)

§ 37.2 DESIGN-BUILD CONTRACTS FOR PROJECTS EXCEEDING ONE MILLION DOLLARS.

(a) Notwithstanding subdivision (a) of Section 37 of this act or any other law, the district, with approval of the board of commissioners, may procure design-build contracts for the construction of a building or buildings and improvements directly related to the construction of a building or buildings that exceed one million dollars ($1,000,000) using the design-build procurement process described in Chapter 4 (commencing with Section 22160) of Part 3 of Division 2 of the Public Contract Code.

(b) For the purposes of this section, except where the context otherwise requires, all references in Chapter 4 (commencing with Section 22160) of Part 3 of Division 2 of the Public Contract Code to "local agency" shall mean the San Diego Unified Port District. (Added by Stats. 2014, c. 931)

§ 37.5 NEGOTIATIONS WITH FEDERAL GOVERNMENT; CONTRIBUTIONS FOR WORK DONE BY UNITED STATES.

The board may, without advertising for bids, negotiate with the government of the United States for the purpose of assisting the board in the performance of any of the work authorized by this act, and the board may contribute to the United States all or any portion of the estimated cost of any work authorized by this act which is to be done by or under contract with the United States.

§ 38. CREATION AND ACCUMULATION OF CAPITAL OUTLAY FUND.

By resolution, the board may provide for the creation and accumulation of a fund for capital outlays.

§ 39. TRANSFERS TO FUND.

At any time after the creation of the fund, the board may transfer to the Capital Outlay Fund any unencumbered surplus funds raised for any purpose whatever, remaining on hand at the end of any fiscal year or years.

§ 40. USE OF FUND; PURPOSES; AUTHORIZATION.

The Capital Outlay Fund shall remain inviolate for the making of any capital outlays and the money shall not be disbursed from the fund except for such a purpose unless the district board submits a proposition to the electors of the district to obtain their consent to use the money in the fund for some other specific purpose. The proposition may be submitted at any election. A two-thirds vote of all the voters voting at the election is necessary to authorize the expenditure of the money for such other purpose.

§ 41. BORROWING MONEY; NOTES AND CONDITIONAL SALES CONTRACTS; RESTRICTIONS AND CONDITIONS; TAXES.

Notwithstanding any other provision of this act, the board may borrow money by issuance of negotiable promissory notes, or execute conditional sales contracts to purchase personal property, in an amount or of a value not exceeding in the aggregate at any one time the sum of two hundred thousand dollars ($200,000), for the purposes of the acquisition, construction, completion, or repair of any or all improvements, works, property, or facilities authorized by this act or necessary or convenient for the carrying out of the powers of the district.

Negotiable promissory notes issued pursuant to this section shall mature five years from their respective dates of issuance and shall bear interest at a rate or rates not exceeding 6 percent per annum payable annually or semiannually.

No conditional sales contract shall be for a term in excess of five years from the date of execution thereof.

The negotiable promissory notes and the conditional sales contracts shall contain any terms and provisions the board specifies in the ordinance providing for the issuance thereof. The negotiable promissory notes shall be signed in the same manner as general obligation bonds of the district and the conditional sales contracts shall be signed in the same manner as other contracts of the district.

As a condition precedent to the issuance of any negotiable promissory notes for the purposes of the acquisition, construction, completion, or repair of any or all improvements, works, property, or facilities authorized by this section or the execution of any conditional sales contract for those purposes, as provided in this section, in excess of twenty-five thousand dollars ($25,000), the board shall first unanimously approve by resolution and have on file a report approved by the executive director on the engineering and economic feasibility relating to the project contemplated for the expenditure of that borrowed money or conditional sales contract. The feasibility report shall be prepared and signed by an engineer or engineers licensed and registered under the laws of the State of California.

Taxes for the payment of all negotiable promissory notes or conditional sales contracts issued under this section shall be levied, collected, paid to the district, and used in the same manner as is hereinafter provided for general obligation bonds of the district. (Amended by Stats. 1963, c. 673; Stats. 1996, c. 399)

§ 42. GENERAL OBLIGATION BONDS.

(a) Whenever the board deems it necessary for the district to incur a general obligation bonded indebtedness for the acquisition or improvement of real property, authorized by this act or necessary or convenient for the carrying out of the powers of the district, it shall, by ordinance, adopted by two-thirds of all members of the board, so declare and call an election to be held in the district for the purpose of submitting to the qualified voters thereof the proposition of incurring indebtedness by the issuance of general obligation bonds of the district. The ordinance shall state all of the following:

(1) The purpose for which the proposed debt is to be incurred, which may include expenses of all proceedings for the authorization, issuance, and sale of the bonds.

(2) The estimated cost of accomplishing the purpose.

(3) The amount of the principal of the indebtedness.

(4) The maximum term the bonds proposed to be issued shall run before maturity, which shall not exceed 40 years from the date thereof or the date of each series thereof.

(5) The maximum rate of interest to be paid, which shall not exceed 12 percent per annum.

(6) The proposition to be submitted to the voters.

(7) The date of the election.

(8) The manner of holding the election and the procedure for voting for or against the measure.

(b) Notice of the holding of the election shall be given by publishing, pursuant to Section 6066 of the Government Code, the ordinance calling the election in at least one newspaper published in the district. No other notice of the election need be given. Except as otherwise provided in the ordinance, the election shall be conducted as other district elections.

(c) If any proposition is defeated by the electors, the board shall not call another election on a substantially similar proposition to be held within six months after the prior election. If a petition requesting submission of a proposition, signed by 15 percent of the district electors, as shown by the votes cast for all candidates for Governor at the last election, is filed with the board, it may call an election before the expiration of six months.

(d) If two-thirds of the electors voting on the proposition vote for it, then the board may, by resolution, at a time or times as it deems proper, issue bonds of the district for the whole or any part of the amount of the indebtedness so authorized and may, from time to time, in that resolution or resolutions, provide for the issuance of those amounts as the necessity thereof may appear, until the full amount of the bonds authorized have been issued. The full amount of bonds may be divided into two or more series and different dates and different dates of payment fixed for the bonds of each series. A bond need not mature on an anniversary of its date. The maximum term the bonds of any series shall run before maturity shall not exceed 40 years from the date of each series respectively. In the resolution or resolutions the board shall prescribe the form of the bonds and the form of any coupons to be attached thereto, the registration, conversion, and exchange privileges, if any, pertaining thereto, and fix the time when the whole or any part of the principal shall become due and payable.

(e) The bonds shall bear interest at a rate or rates not exceeding 12 percent per annum, payable semiannually, except that the first interest payable on the bonds or any series thereof may be for any period not exceeding one year as determined by the board. In the resolution or resolutions providing for the issuance of the bonds, the board also may provide for call and redemption of the bonds prior to maturity at those times and prices and upon other terms as it may specify, provided that no bond shall be subject to call or redemption prior to maturity unless it contains a recital to that effect or unless a statement to that effect is printed thereon. The denomination or denominations of the bonds shall be stated in the resolution providing for their issuance, but shall not be less than one thousand dollars ($1,000). The principal of and interest on the bonds shall be payable in lawful money of the United States at the office of the treasurer of the district or at any other place or places as may be designated, or at either place or places at the option of the holders of the bonds. The bonds shall be dated, numbered consecutively and signed by the chair and treasurer, countersigned by the clerk, and the official seal of the district attached. The interest coupons of the bonds shall be signed by the treasurer. All signatures, countersignatures, and seal may be printed, lithographed, or mechanically reproduced, except that one of the signatures or countersignatures on the bonds shall be manually affixed. If any officer whose signature or countersignature appears on bonds or coupons ceases to be that officer before the delivery of the bonds, his or her signature is as effective as if he or she had remained in office.

(f) The bonds may be sold, either above or below par, at a price the board determines by resolution. Before selling the bonds, or any part thereof, the board shall give notice inviting sealed bids in a manner that it may prescribe. If satisfactory bids are received, the bonds offered for sale shall be awarded to the highest responsible bidder. If no bids are received or if the board determines that the bids received are not satisfactory as to price or responsibility of the bidders, the board may reject all bids received, if any, and either readvertise or sell the bonds at private sale.

(g) Delivery of any bonds may be made at any place either inside or outside the state, and the purchase price may be received in cash or bank credits.

(h) All accrued interest received on the sale of bonds shall be placed in the fund to be used for the payment of principal of and interest on the bonds and the remainder of the proceeds of the bonds shall be placed in the treasury to the credit of the proper improvement fund and applied exclusively to the purpose for which the debt was incurred. However, when that purpose has been accomplished, any moneys remaining in the improvement fund (1) shall be transferred to the fund to be used for the payment of principal of and interest on the bonds, or (2) shall be placed in a fund to be used for the purchase of outstanding bonds of the district. The bonds may be purchased only after publishing, pursuant to Section 6066 of the Government Code, in the district a notice inviting sealed proposals for the sale of bonds to the district. The notice shall state the time and place when proposals will be opened and the amount of money available for the purchase of the bonds and the maximum price to be paid for the bonds so purchased. The notice may be published elsewhere in the United States in the discretion of the board. The board may reject any or all proposals and if it rejects all proposals, the board, within a period of 30 days thereafter, may purchase for cash any outstanding bonds of the district but in that event the purchase price shall not be more than the lowest purchase price at which bonds were tendered to the district in the public bidding. Any bonds so purchased shall be canceled immediately.

(i) After the expiration of three years after a general obligation bond election, the board may determine, by ordinance adopted by two-thirds of all the members of the board, that any or all of the bonds authorized at the election remaining unsold shall not be issued or sold. When the ordinance takes effect, the authorization to issue the bonds shall become void.

(j) Whenever the board deems that the expenditure of money for the purpose for which the bonds were authorized by the voters is impractical or unwise, it may, by ordinance adopted by two-thirds of all members of the board, so declare and call an election to be held in the district for the purpose of submitting to the qualified voters thereof, the proposition of incurring indebtedness by the issuance of the bonds for some other purpose. The procedure, so far as applicable, shall be the same as when a bond proposition is originally submitted.

(k) The board, by resolution and without the necessity of an election, may provide for the issuance, sale, or exchange of refunding bonds to redeem or retire any bonds issued by the district upon the terms, at the times, and in the manner which it determines. Refunding bonds may be issued in a principal amount sufficient to pay all or any part of the principal of any outstanding bonds, the interest thereon, and the premiums, if any, due upon call redemption thereof prior to maturity and all expenses of that refunding. The provisions for this section for authorization, issuance, and sale of bonds shall apply to the authorization, issuance, and sale of those refunding bonds, except that when

refunding bonds are to be exchanged for outstanding bonds, the method of exchange shall be as determined by the board.

(l) The district shall not incur a general obligation bonded indebtedness which in the aggregate exceeds 15 percent of the assessed value of all real and personal property in the district. (Amended by Stats. 1963, c. 673; Stats. 1996, c. 399)

§ 43. BONDS; PROVISION FOR PAYMENT.

All bonds issued pursuant to Section 42 of this act are general obligations of the district and at the time of making the general tax levy after the incurring of any such bonded indebtedness, and annually thereafter until the bonds are paid or until there is a sum in the treasury of the district set apart for that purpose sufficient to meet all payments of principal and interest on the bonds as they become due, the board must cause a tax to be levied and collected annually, as hereinafter provided in Sections 44 and 45 of this act, sufficient to pay the interest on the bonds and such part of the principal as will become due before the proceeds of a tax levied at the next general tax levy will be available. (Amended by Stats. 1963, c. 673)

§ 44. BONDS; CERTIFICATE OF REQUIRED TAX REVENUES.

The board shall, on or before the first day of August, certify to the board of supervisors and to the auditor of the county in which the district is located, in writing the minimum amount of money required to be raised by taxation during the fiscal year for the payment of the principal of and interest on any general obligation bonded debt of the district that will become due before the proceeds of a tax levied at the next general tax levy will be available. To the extent that, pursuant to this act or otherwise, moneys are on hand and have been set aside in the proper special fund for the purpose of paying such principal and interest, the amount of money required to be raised by taxation during the fiscal year may be reduced and if all of the moneys required to be raised by such annual tax levy are actually on hand and have been set aside in said fund for said purpose from some such other source, the tax levy hereinbefore required for such year need not be made. (Amended by Stats. 1974, c. 208)

§ 45. LEVY AND COLLECTION OF TAXES; USE OF PROCEEDS.

The taxes required to be levied by Sections 43 and 44 of this act shall be levied upon all property within the district taxable for county purposes and shall be in addition to any and all other taxes levied by the board of supervisors and it shall be the duty of the officer, officers or body having authority to levy taxes within the county to levy the taxes so required. It shall be the duty of all county or other officers charged with the duty of collecting taxes to collect such taxes in the time, form and manner as county taxes are collected and when collected to pay the same to the district. All such taxes shall be of the same force and effect as taxes levied for county purposes and their collection may be enforced by the same means as provided for the collection of county taxes. Such taxes shall be used only for the payment of the bonds and interest thereon. (Amended by Stats. 1963, c. 673)

§ 46. PRELIMINARY BUDGET.

On or before the 15th day of June of each year, the district board shall estimate and determine the amount of money required by the district and shall adopt a preliminary budget which shall be divided into the following main classes:

(1) Ordinary annual expenses.

(2) Capital Outlay and Capital Outlay Fund.

(3) Prior indebtedness. (Amended by Stats. 1963, c. 673)

§ 47. NOTICE OF ADOPTION OF PRELIMINARY BUDGET; HEARING ON FINAL BUDGET.

On or before the 15th day of June of each year, the board shall publish a notice pursuant to Section 6061 of the Government Code in the district stating:

(1) That the preliminary budget has been adopted and is available at a time and at a place within the district specified in the notice for inspection by interested taxpayers.

(2) That on a specified date not less than one month after the publication of the notice and at a specified time and place, the district board will meet for the purposes of fixing the final budget, and that any taxpayer may appear and be heard regarding the increase, decrease or omission of any item in the budget, or for the inclusion of additional items. (Amended by Stats. 1963, c. 673)

§ 48. APPEARANCE OF TAXPAYERS; CONTINUATION OF HEARING.

At the time and place designated in the published notice for the meeting, any taxpayer may appear and be heard regarding the increase, decrease or omission of any item in the budget or for the inclusion of additional items. The hearing on the budget may be continued from time to time.

§ 49. REPORT OF FINAL BUDGET TO BOARD OF SUPERVISORS.

The district board shall report the final budget to the board of supervisors after the budget hearing but not later than the first day of August each year after making any changes in the preliminary budget it deems advisable during or after the hearing, including deductions, increases or additions.

§ 49.5 LEVY OF TAX BY BOARD OF SUPERVISORS; PAYMENT OF FUNDS TO DISTRICT TREASURER; LIMITATIONS ON LEVY FOR CAPITAL OUTLAY.

The board of supervisors shall at the time of levying the county taxes levy the taxes required by other sections of this act and also a tax upon all the taxable property within the district sufficient to meet the amounts set forth in the final budget submitted by the district board. The money when collected by the tax collector of the county shall be paid to the treasurer of said district; provided further, that any levy for capital outlay or for Capital Outlay Fund shall not exceed three cents

($0.03) per hundred dollars ($100) assessed valuation of all real and personal property in the district. (Amended by Stats. 1963, c. 673)

§ 50. BONDS AS LEGAL INVESTMENTS.

Bonds issued by the district pursuant to this act are legal investments for all trust funds, and for the funds of all insurers, banks, both commercial and savings, and trust companies, and for the state school funds, and whenever any money or funds may, by law now or hereafter enacted, be invested in bonds of cities, cities and counties, counties, school districts or municipalities in this State, such money or funds may be invested in bonds of the district organized pursuant to this act.

§ 51. REVENUE BONDS.

(a) Whenever the board deems it necessary for the district to incur a revenue bonded indebtedness for the acquisition, construction, completion, or repair of any or all improvements, works, property, or facilities authorized by this act or necessary or convenient for the carrying out of the powers of the district, the board shall issue those revenue bonds in accordance with the Revenue Bond Law of 1941 (Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title 5 of the Government Code).

Article 3 (commencing with Section 54380) of Chapter 6 of Part 1 of Division 2 of Title 5 of the Government Code and the limitations set forth in subdivision (b) of Section 54402 of the Government Code shall not apply to the issuance and sale of bonds pursuant to this section. Instead, by ordinance adopted by two-thirds of all the members of the board and subject to referendum, the board may provide for the issuance of those bonds and, unless the ordinance is subject to referendum, no election shall be required to authorize the issuance of the bonds. To initiate a referendum, a petition protesting against the adoption of the ordinance shall be signed by voters of the district equal in number to at least 5 percent of the entire vote cast within that district for all candidates for Governor at the last gubernatorial election.

The ordinance shall specify all of the following:

(1) The purposes for which the bonds are to be issued, which may include any one or more purposes authorized by this section or this act.

(2) The maximum principal amount of the bonds.

(3) The maximum term for the bonds.

(4) The maximum rate of interest, fixed or variable, to be payable upon the bonds.

(5) The maximum discount or premium on the sale of bonds.

(b) For the purposes of issuing and selling revenue bonds pursuant to this section, the following definitions are applicable to the Revenue Bond Law of 1941

(Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title 5 of the Government Code):

(1) "Enterprise" means any purpose, operation, facility, system, improvement, or undertaking of the district from which revenues are derived or otherwise allocable, which revenues are or may, by resolution or ordinance, be required to be separately accounted for from other revenues of the district.

(2) "Fiscal agent" means any fiscal agent, trustee, paying agent, depository, or other fiduciary provided for in the ordinance authorizing the issuance of the bonds. The fiscal agent may be located within or without the state.

(3) "Ordinance" means, unless the context otherwise requires, the instrument providing the terms and conditions for the issuance of the revenue bonds, and may be an indenture, resolution, ordinance, lease, installment sale, agreement, or other instrument in writing.

(c) Each ordinance shall provide for the issuance of revenue bonds in the amounts as may be necessary, until the full amount of the bonds authorized has been issued. The full amount of bonds may be divided into two or more series with different dates of payment fixed for the bonds of each series. A bond need not mature on its anniversary date. Any provision of the Revenue Bond Law of 1941 (Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title 5 of the Government Code) that is inconsistent with this section or this act shall not be applicable.

(d) The district may issue refunding revenue bonds to redeem or retire any revenue bonds issued by the district upon the terms, at the times, and in the manner which the board, by ordinance, determines. Refunding bonds may be issued in a principal amount sufficient to pay all, or any part of, the principal of the outstanding bonds, the premiums, if any, due upon call and redemption thereof prior to maturity, all expenses of the refunding, and either of the following:

(1) The interest upon the refunding bonds from the date of sale thereof to the date of payment of the bonds to be refunded out of the proceeds of the sale of the refunding bonds or to the date upon which the bonds to be refunded will be paid pursuant to call or agreement with the holders of the bonds.

(2) The interest upon the bonds to be refunded from the date of sale of the refunding bonds to the date of payment of the bonds to be refunded or to the date upon which the bonds to be refunded will be paid pursuant to call or agreement with the holders of the bonds.

(e) This section provides a complete, additional, and alternative method of performing the acts authorized by this section, and the issuance of revenue bonds, including refunding revenue bonds, need not comply with any other

law applicable to borrowing or the issuance of bonds. (Amended by Stats. 1963, c. 673; Stats. 1996, c. 399)

§ 52. AUDIT OF ACCOUNTS.

The accounts of the district shall be audited annually in accordance with generally accepted auditing standards by independent certified public accountants and a copy of the audit report shall be filed with the clerk for inspection by any person or persons interested. (Amended by Stats. 1963, c. 673)

§ 53. ANNEXATION OF TERRITORY.

Any territory annexed in accordance with law to a city specified in this act shall, upon the completion of such annexation proceedings, be deemed incorporated into and annexed to the district. In addition to the annexation of territory to the district as a result of it being annexed to such a city, there may be annexed to the district any of the following territory which is in the same county as the district:

(a) Any territory contiguous to the district.

(b) Any territory, any point of which touches the district.

(c) Any territory separated from the district by a "separating barrier," which term includes a street, road, highway, railway line, railway crossing, railway right-of-way, watercourse, lagoon, or other natural barrier.

Any territory specified in this section may consist of one or more separate parcels of land, but it is not necessary that all parcels shall constitute in the aggregate one tract of land. (Amended by Stats. 1963, c. 673)

§ 54. REPEALED 1965 – Added by Stats. 1963, c. 673, Repealed by Stats. 1965, c. 2043

§ 55. RULES AND REGULATIONS OF BOARD; REGULATION OF VESSELS; HARBOR POLICE AND FIRE PROTECTION.

The board shall:

(a) Make and enforce all necessary rules and regulations governing the use and control of all navigable waters and all tidelands and submerged lands, filled or unfilled, and other lands within the territorial limits of the district.

(b) Regulate and control the anchoring, mooring, towing and docking of all vessels.

(c) Establish and maintain a system of harbor police and may establish harbor fire protection within the territorial limits of the district for the enforcement of the ordinances, rules and regulations of the district, and employ the necessary officers, who shall as to such matters have all the power of peace officers and firemen within the district; or in the alternative, the district may contract with the municipalities whose territorial limits are adjacent to or contiguous to those of the district to provide such services.

§ 56. ENACTMENT AND ENFORCEMENT OF POLICE AND SANITARY REGULATIONS.

The board shall make and enforce such local police and sanitary regulations relative to the construction, maintenance, operation and use of all public services and public utilities in the district, operated in connection with or for the promotion or accommodation of commerce, navigation, fisheries, and recreation therein as are now vested in the district.

§ 57. ACQUISITION AND OPERATION OF FACILITIES FOR PROMOTION OF COMMERCE, NAVIGATION, FISHERIES AND RECREATION.

The board may acquire, construct, erect, maintain or operate within the district, all improvements, utilities, appliances or facilities which are necessary or convenient for the promotion and accommodation of commerce, navigation, fisheries and recreation, or their use in connection therewith upon the lands and waters under the control and management of the board, and it may acquire, maintain and operate facilities of all kinds within the district. (Amended by Stats. 1963, c. 673)

§ 57.5 TRANSPORTATION VENDOR CONDUCTING BUSINESS ON DISTRICT TIDELANDS; PARKING STRUCTURE FINANCING FEE; CONDITIONS.

(a) If the district requires any transportation vendor conducting business on district tidelands; including San Diego International Airport, Lindbergh Field, or the airport, in writing, to collect a fee from its customers on behalf of the district for financing a parking structure that is located on district-owned property and adjacent to an intended principally to serve a convention center, all of the following shall apply:

(1) The fees shall be calculated on a per transaction basis.

(2) All fees collected for this purpose constitute debts owed to the district by the collecting party. The debts are due and payable to the district quarterly or at any other interval the district may establish to facilitate collection and ensure payment.

(3) The fee is a transaction fee, not a tax.

(4) Revenues collected from the fee may not exceed the reasonable costs of financing the construction of the parking structure and may not be used for any other purpose.

(5) For purposes of this section, a rental car company shall be deemed to be conducting business on district tidelands if it has a business location on district tidelands or it picks up customers at a location on district tidelands.

(b) If the vendor required to collect a fee pursuant to subdivision (a) is a rental car company, then, notwithstanding any other provision of law, including, but not limited to, Section 1936 of the Civil Code, the rental car company shall do all of the following:

(1) Collect the fee only as permitted by this section.

(2) Clearly disclose the existence of the fee in any radio, television, or print advertisement that states a rental rate applicable to the location, at which the fee is to be imposed, and the amount of the fee at the location where it is imposed, or a range of fees if the fee is imposed at more than one location.

(3) Clearly disclose the existence of the fee in a telephonic, in-person, or computer-transmitted quotation that states a rental rate applicable to a location at which the fee is to be imposed and the amount of the fee at the location where it is imposed.

(4) Separately identify the fee on its rental agreement.

(c) If a rental car company conducting business on district tidelands operates a facility not located on district tidelands, then, the rental car company shall be subject to all provisions of subdivisions (a) and (b), but shall collect the fee only from those customers of that facility who do either of the following:

(1) Are picked up from a location on district tidelands, including the airport, and are transported to the rental car company's business facility via a courtesy ground transportation vehicle for the purpose of entering into a car rental agreement or securing a rental vehicle.

(2) Enter into a car rental agreement with the rental car company within 24 hours of arrival at the airport and rental car arrangements or reservations were made using a telephone located at an airport information board by such customers.

(d) In the event that the Federal Aviation Administration makes a determination that the provisions of this section are in conflict with federal law requiring a nexus to airport operations, the provisions of this section shall be inoperative. (Added by Stats. 1998, c. 889)

§ 58. SUSPENSION OF RULES AND REGULATIONS IN EMERGENCIES; EMERGENCY REGULATIONS.

In case of emergency the board may suspend, modify or amend any rule or regulation of the board, or it may place in effect any emergency rule or regulations, for periods not exceeding thirty (30) days, and every such ordinance shall so provide.

§ 59. VIOLATIONS; MISDEMEANORS; CONDUCT OF PROSECUTION; JURISDICTION.

Any person who violates the provisions of any ordinance, or any local police or sanitary regulation, of the board shall be guilty of a misdemeanor. The prosecution shall be conducted by the City Attorney of San Diego if the infraction occurred within the corporate limits of the City of San Diego on lands or waters subject to the jurisdiction of the district. The prosecution shall be conducted by the District

Attorney of San Diego County if the infraction occurred without the corporate limits of the City of San Diego but otherwise on lands or waters subject to the jurisdiction of the district. The complaint shall be filed in the judicial district within which the infraction occurred.

§ 60. APPLICABILITY OF MUNICIPAL POLICE, FIRE AND SANITARY REGULATIONS.

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.

§ 61. ASSESSMENTS, REASSESSMENTS, SPECIAL TAXES, AND BONDS; AUTHORIZED PROJECTS; APPLICATION OF OTHER STATUTORY PROVISIONS; ASSESSMENT DIAGRAMS; ASSESSMENT ROLL; COLLECTION; APPORTIONMENT.

(a) The district in any year, may levy assessments, reassessments, or special taxes and issue bonds to finance waterway construction projects and related operations and maintenance, or operations and maintenance projects independent of construction projects in accordance with, and pursuant to, the Improvement Act of 1911 (Division 7 (commencing with Section 5000) of the Streets and Highways Code), the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways Code), the Refunding Act of 1984 for 1915 Improvement Act Bonds (Division 11.5 (commencing with Section 9500) of the Streets and Highways Code), the Municipal Improvement Act of 1913 (Division 12 (commencing with Section 10000) of the Streets and Highways Code), the Benefit Assessment Act of 1982 (Chapter 6.4 (commencing with Section 54701) of the Government Code), the Integrated Financing District Act (Chapter 1.5 (commencing with Section 53175) of Part 1 of Division 2 of Title 5 of the Government Code), the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code), and the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code).

(b) Sections 5116, 5117, 5118, 5119, 5190, 5191, 5192, 5193, 10104 and 10302 of the Streets and Highways Code shall not apply to assessment proceedings undertaken pursuant to this section.

(c) Notwithstanding the related provisions of any assessment act which the district is authorized to use, any assessment diagram which any of those acts requires to be prepared prior to final approval of the assessment district may show only the exterior boundaries of the assessment district and the boundaries of any assessment zones or improvement areas within the district. The diagram may refer to the county assessor's maps and records for a detailed description of each lot or parcel.

(d) Notwithstanding any other provision of law, the district may levy and collect assessments and reassessments in the same manner as provided in Article 3 (commencing with Section 51320) of Chapter 2 of Part 7 of Division 15 of the Water Code, to pay any or all of the following:

(1) For the operation and maintenance of projects, including maintenance of lands, easements, rights-of-way, dredge material disposal areas, and remediation.

(2) For the satisfaction of liabilities arising from projects.

(3) To accumulate a fund which may be used to advance the cost of district projects, if the advances are repaid, with interest as determined by the commissioners, from assessments, reassessments, special taxes, or fees charged by the district pursuant to this section.

(4) To acquire real property, easements, or rights-of-way for a navigation project or the maintenance of a navigation project.

(5) To acquire real property within the district for the disposal of dredged material.

(e) For the purposes of this section, functions designated by Article 3 (commencing with Section 51320) of Chapter 2 of Part 7 of Division 15 of the Water Code to be performed by the board of supervisors, the board of trustees, or valuation commissioners shall be performed by the district's board.

(f) For the purposes of this section, the board may order the creation of a separate assessment roll to pay the allowable expenses of any single project or any group or system of projects.

(g) Notwithstanding any other provision of law, all assessments, reassessments, and taxes levied by the district may be collected together with, and not separately from, taxes for county purposes. Any county in which the district is located may collect, at the request of the district, all assessments, reassessments, and special taxes levied by the district and shall cause those revenues to be deposited into the county treasury to the credit of the district. Each county may deduct its reasonable collection and administrative costs.

(h) Notwithstanding any other provision of law, any assessment or reassessment levied pursuant to this section may be apportioned on the basis of land use category, tonnage shipped on the waterway, size and type of vessel using the waterway, front footage, acreage, capital improvements, or other reasonable basis, separately or in combination, as determined by the district commissioners.

(i) Notwithstanding any other provision of law, Division 4 (commencing with Section 2800) of the Streets and Highways Code shall not apply to any assessment levied by the district.

(j) Notwithstanding any other provision of law, no bond issued pursuant to this section shall be used to fund the routine maintenance dredging of channels. (Added by Stats. 1991, c. 978; Amended by Stats. 1996, c. 399)

§ 62. CONTRIBUTIONS TO WORKS BY OTHER AGENCIES TO IMPROVE NAVIGATION AND COMMERCE.

The district may contribute money to the federal or the state government or to the county in which it is located or to any city within the district, for the purpose of defraying the whole or a portion of the cost and expenses of work and improvement to be performed, either within or without the territorial limits of the district, by the federal, state, county or city government, in improving rivers, streams, or in doing other work, when such work will improve navigation and commerce, in or to the navigable waters in the district. (Amended by Stats. 1963, c. 673)

§ 63. REPEALED 1963 – Repealed by Stats. 1963, c. 673

§ 64. REPEALED 1963 – Repealed by Stats. 1963, c. 673

§ 65. REPEALED 1963 – Repealed by Stats. 1963, c. 673

§ 66. CONTRACT WITH NOTE AND BOND HOLDERS; ENFORCEMENT.

Notwithstanding any other provisions of this act or any other law, the provisions of all ordinances, resolutions, and other proceedings in the issuance by the district of any general obligation bonds, general obligation bonds with a pledge of revenues, revenue bonds, negotiable promissory notes, or any and all evidences of indebtedness or liability shall constitute a contract between the district and the holders of those bonds, notes, or evidences of indebtedness or liability and the provisions thereof, and the provisions of this act shall be enforceable against the district, any or all of its successors or assigns, by mandamus or any other appropriate suit, action, or proceeding in law or in equity in any court of competent jurisdiction. Nothing contained in this act or in any other law shall be held to relieve the district or the territory included within it from any bonded or other debt or liability contracted by the district. Upon dissolution of the district or upon withdrawal of territory therefrom, the property formerly included within the district or withdrawn therefrom shall continue to be liable for the payment of all bonded and other indebtedness or liabilities outstanding at the time of the dissolution or withdrawal the same as if the district had not been so dissolved or the territory withdrawn therefrom, and it shall be the duty of the successors or assigns to provide for the payment of that bonded and other indebtedness and liabilities. To the extent provided in the proceedings for the authorization, issuance, and sale of any revenue bonds or general obligation bonds secured by a pledge of revenues, revenues of any kind or nature derived from any revenue-producing improvements, works, facilities, or property owned, operated, or controlled by the district may be pledged, charged, assigned, and have a lien thereon for the payment of those bonds as long as the bonds are outstanding, regardless of any change in ownership, operation, or control of those revenue-producing improvements, works, facilities, or property, and it shall be the duty of the successors or assigns to continue to maintain and operate those revenue-producing improvements, works, facilities, or property as long as the bonds are outstanding. (Amended by Stats 1963, c. 673; Stats. 1996, c. 399)

§ 67. ASSUMPTION OF MUNICIPAL DEBT FOR DISTRICT PURPOSES; VALIDATION.

The district shall take over and assume indebtedness incurred for development of tide and submerged lands of the county or any city specified in this act which shall have heretofore issued bonds or created any indebtedness for harbor development or improvement in the Bay of San Diego in the manner and with the effect set forth in the following entitled contracts:

(1) Assumption Agreement, between San Diego Unified Port District and the City of San Diego, dated February 14, 1963, Port Clerk Document No. 72.

(2) Assumption Agreement, between San Diego Unified Port District and the City of Chula Vista, dated February 26, 1963, Port Clerk Document No. 101.

and the district, the board and any other public agencies, boards, councils, and officers mentioned in such contracts shall take all acts and proceedings necessary to carry into effect the provisions of said contracts. Said contracts are hereby confirmed, validated and declared legally effective, including, without limitation, all acts and proceedings of the parties thereto done or taken with respect to said contracts prior to the date thereof. The provisions of this section shall operate to supply such legislative authorization as may be necessary to confirm, validate and make legally effective any such contracts and the proceedings taken in connection therewith prior to the date thereof which the Legislature could have supplied or provided for in the law under which such acts or proceedings were taken. (Amended by Stats. 1963, c. 673)

§ 68. CONSENT OF STATE TO CONVEYANCES IN TRUST TO DISTRICT: SURRENDER OF POWER TO MANAGE HARBOR.

The State hereby consents to the county or any city which has elected to join the district established under the provisions of this act to grant its right, title and interest in and to the tidelands, submerged lands, whether filled or unfilled, swamp, overflowed, and salt marshlands in the Bay of San Diego, which are owned by the county or any city, including any such lands which have been granted in trust to the county or city by the State, to the district in trust for the uses and purposes and upon the conditions specified in this act. The county or such city may also transfer, relinquish and surrender to the district its power to manage, conduct and operate the harbor in or adjacent to which such portion of such lands are situated. The district shall, upon its establishment in accordance with the provisions of this act, become the successor of the county or such city whose tide and submerged lands shall have been included therein with respect to the management, conduct and operation of the harbor and with respect to the use, possession and title to such portions of such lands, and they shall continue to be held and used by the district pursuant to this act.

§ 69. REVERSION OF LANDS AND POWER TO MANAGE HARBOR ON DISSOLUTION OF DISTRICT.

If the district is dissolved by operation of law, or otherwise, any such lands so granted thereto pursuant to this act, together with any and all improvements thereon,

and the management, conduct and operation of such harbor reverts to and is revested in the county or city so granting the same to the district. The lands reverting to the cities or the county pursuant to this section shall be held by the respective cities or the county in trust subject to the conditions, terms, and purposes of this act.

§ 70. DISTRICT AS SUCCESSOR OF CERTAIN POWERS OF COUNTY AND CITIES; TRANSFER OF TITLE AND POSSESSION OF PROPERTY.

Whenever the district is established under the provisions of this act it is the successor of the county and each of the cities included therein as to all powers theretofore vested in the county or each such city or exercisable by its officers, which are by the provisions of this act granted to the district or are exercisable by its officers. Such powers are relinquished by the county and the cities and surrendered to the district. The title to, and possession and control of, any works, structures, appliances, improvements and equipment of the kinds designated in this act, owned or held by or in trust for the county and each of the cities, or by any officer or board thereof, in trust or otherwise, for any purpose for which the district is authorized to acquire and use property pursuant to this act, are upon the establishment of the district, transferred to and vested in the district and are thereafter owned, operated and controlled by the district pursuant to this act.

§ 71. CESSATION OF CERTAIN LOCAL OFFICES UPON ESTABLISHMENT OF DISTRICT; EXCEPTIONS; RETIREMENT AND DISABILITY BENEFITS.

(a) Upon the establishment of the district, all persons then occupying the several offices of or under the government, of the county and each of the cities included therein, except as otherwise provided, whose several powers and duties are within the powers of the district or within the powers or duties of the several officers thereof, shall immediately quit and surrender the occupancy or possession of those offices which shall thereupon cease and determine, except as to any persons who have powers and perform duties for the county and the cities other than those mentioned, whose offices shall not cease and determine as to those other powers and duties, but shall continue with respect thereto the same as if the district had not been established.

(b) Notwithstanding subdivision (a), all employees of the county and any city performing duties in connection with the Port of San Diego or the respective harbor departments shall be blanketed in as employees of the district.

(c) The district may do all of the following with respect to retirement and disability benefits for its employees:

(1) Contract with the State Employees' Retirement System and provide retirement and disability benefits for employees under the State Employees' Retirement System pursuant to its rules and regulations.

(2) Contract with any city included within the district that has a retirement system for retirement and disability benefits for district employees.

(3) Contract with any other employee retirement and disability system.

(4) Establish an independent employee retirement and disability system pursuant to Article 1.5 (commencing with Section 53215) of Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code.

(5) By contract, continue those employees of the district so blanketed in, as members of the retirement system of which they were members while they were employees of the respective cities. (Amended by Stats. 1963 c. 673; Stats. 2005, c. 382)

§ 71.5 DISCHARGE OF TRANSFERRED EMPLOYEES; INDEPENDENT CONTRACTORS.

No employee of the district who was previously employed by another governmental agency and was transferred to the district when it was formed and took over functions previously performed by such other agency shall be discharged, except for cause, or transferred to any position of a lesser class.

Nothing in this section shall prevent the district from employing an independent contractor to provide services of a professional, scientific or technical nature where the district has determined that it is impractical to have such service furnished by a person employed or to be employed in the classified service and the employment of such independent contractor will not require the removal, suspension, layoff or transfer of any employee in the classified service or the elimination of any classification thereof.

This section shall not apply to any employee of the district who is or has been employed by another governmental agency in substantially the same class of position and rate of pay as the position held, and pay received, while employed by the district. (Added by Stats. 1965, c. 1953)

§ 72. DISTRICT OFFICERS.

The officers of the district shall be as follows:

(a) An auditor.
(b) An executive director.
(c) An attorney.
(d) A clerk.
(e) A treasurer.
(f) A chief engineer.

The auditor, executive director, and attorney shall be appointed by the board. The auditor and attorney shall appoint deputies or assistants as authorized by the board. All other officers and employees shall be appointed by the executive director. All officers appointed by the executive director shall be confirmed by the board. (Amended by Stats. 1965, c. 349; Stats. 1996, c. 399)

§ 72.5 UNCLASSIFIED AND CLASSIFIED SERVICES.

(a) Employment in the district shall be divided into the unclassified and classified service.

(b) The unclassified service shall include all of the following:

(1) All officers of the district.

(2) All department and division heads.

(3) The principal assistant or deputy of all officers and department and division heads.

(4) All assistant and deputy attorneys

(5) Management employees having significant responsibilities for formulating or administering district policies and programs. Each of these positions shall be exempted from the classified service, by ordinance, upon recommendation of the executive director.

(6) Employees who are required to develop or present management positions with respect to employer-employee relations, who, in the regular course of their duties, have access to confidential information concerning employer-employee relations, or who contribute significantly to the development of management positions.

(7) Persons employed for temporary expert professional services for a specified period.

(c) The board shall establish a classified civil service that shall include all positions not specifically included in the unclassified service; provided, however, any incumbents in the positions included in the unclassified service presently in the classified service shall remain in the classified service until the respective positions are vacated by the incumbents.

(d) Officers and employees appointed by the board may be removed from office by the affirmative vote of the majority of the members of the board.

(e) All persons in the classified service shall be appointed by and may be removed by the executive director subject to the civil service regulations of the district. (Added by Stats. 1965, c. 349; Amended by Stats. 1982, c. 171; Stats. 1996, c. 480)

§ 73. SALARIES; BONDS.

The salaries of the officers and employees shall be fixed by the board by ordinance. All officers and employees shall give such bond as is prescribed by the board; the premium on all bonds on officers and employees shall be paid by the district. (Amended by Stats. 1965, c. 349)

§ 74. EXECUTION OF BONDS, NOTES AND CONTRACTS.

Bonds, notes and other evidences of indebtedness issued or incurred by the district shall be signed as provided in the section of this act applicable thereto or as provided in any other law applicable thereto; provided, however, that if the particular section or law does not prescribe the method of such execution, the method provided for general obligation bonds of the district shall apply so far as applicable. All other contracts of the district shall be executed in such manner as the board may fix by resolution. (Added by Stats. 1963, c. 673)

§ 75. ADOPTION OF CIVIL SERVICE REGULATIONS; PROVISIONS.

The board may adopt civil service regulations in accordance with the following provisions:

(a) The civil service regulations shall provide for all of the following:

(1) The qualifications and examination of all applicants for employment and the employment of persons on probation.

(2) The registration of persons, other than unskilled laborers, in the classified civil service, in accordance with their general average standing upon examination.

(3) Promotions on the basis of ascertained merit and seniority in service and examination, and competitive examinations for promotions.

(4) Leaves of absence.

(5) The transfer from one position to a similar position of the same class.

(6) The reinstatement to the list of eligibles on recommendation of the executive director, of persons who have become separated from service or have been reduced in rank, other than persons who have been removed for cause.

(7) The reassignment of persons injured in the service of the district who were at the time of injury actually engaged in the discharge of the duties of their positions.

(8) The keeping of service records for all employees in the civil service, and for their use as one of the bases for the promotion, removal, suspension, layoff, or transfer of any employee.

(9) The procedure for the removal, discharge, or suspension of employees, the investigation by the board of the grounds thereof, and the reinstatement or restoration to duty of persons found to have been removed, discharged, or suspended for insufficient grounds, or for reasons that are not sustained by investigation.

(10) Generally for any other purpose that may be necessary or appropriate to carry out the objects and purposes of the civil service system and the regulations herein specifically authorized.

(b) The following persons may be exempted by the board, by ordinance, from the civil service:

(1) Persons employed to render professional, scientific, technical, or expert service of a temporary or exceptional character.

(2) Persons employed on the construction of district works, improvements, buildings, or structures.

(3) Persons receiving a salary not exceeding fifty dollars ($50) per month.

Any exemption made pursuant to this subdivision may be terminated at any time by resolution of the board. (Amended by Stats. 1965, c. 349; Stats. 1996, c. 480)

§ 76. USE OF SERVICES OF CIVIL SERVICE COMMISSION OFFICE OF SAN DIEGO COUNTY.

Nothing herein contained shall prevent the board from contracting with the County of San Diego to utilize the services of its civil service commission office or department to effectuate the purposes hereof.

§ 77. TIME FOR PAYING WAGES OR SALARIES.

The salaries or wages of all officers and employees of the district shall be paid at such regular periods as the board by ordinance may determine. (Amended by Stats. 1963, c. 673)

§ 78. DELIVERY OF PROPERTY OF COUNTY AND CITIES TO DISTRICT OFFICERS.

Such persons shall severally forthwith deliver and turn over to the proper officers of the district, all property of the county and each city in their hands or under their control including any and all works, structures, appliances, improvements and equipment of the character, kinds or classes enumerated or designated in this act and pertaining to harbor improvements or affairs.

§ 79. PROVISIONS OF ACT TO CONTROL OVER INCONSISTENT PROVISIONS OF FREEHOLDERS' CHARTER.

The provisions of this act shall apply to any municipal corporation which is governed under a freeholders' charter even if such provisions are inconsistent with the charter or its amendments, it being hereby declared that such provisions are a matter of statewide concern and are to prevail over any inconsistent provisions in any such charter. If the district is dissolved by operation of law or otherwise, any such works, structures, appliances, improvements and equipment are vested in such municipal corporation, together with any other works, structures, appliances, improvements and equipment acquired or constructed by the district in that portion of the district within the limits of each such municipal corporation respectively.

§ 80. DEPOSIT OF MONEYS RECEIVED FROM HARBOR FACILITIES OR UTILITIES IN DISTRICT REVENUE FUND; APPROPRIATIONS.

All money received or collected from or arising out of the use or operation of any harbor or port improvement, work, appliance, facility or utility, or vessel, owned, controlled or operated by the district; all tolls, charges and rentals collected by the board, and all compensation, or fees required to be paid for franchises or licenses, or otherwise by law or ordinance or order, to the district for the operation of any public service utility upon lands or waters under the control and management of the board, shall be deposited in the treasury of the district to the credit of the San Diego Unified Port District Revenue Fund. The money in or belonging to the fund shall not be appropriated or used for any purpose except those enumerated in this act and any enumeration shall not be deemed to create any priority of one use or purpose over another. (Amended by Stats. 1963, c. 673; Stats. 1996, c. 399)

§ 81. USE OF FUND FOR EXPENSES OF CONDUCTING DISTRICT.

The fund may be used for the necessary expenses of conducting the district, including the operation and maintenance of all harbor or port improvements, works, utilities, appliances, facilities and vessels owned, controlled or operated by the district for the promotion and accommodation of commerce, navigation, fisheries, and recreation, or used in connection therewith, and for the purposes set forth in any grants in trust.

§ 82. USE OF FUND FOR ADVERTISING COMMERCIAL ADVANTAGES AND FACILITIES.

The money in the fund also may be used for advertising the commercial and other advantages and facilities of any harbor in the district, for encouraging and promoting commerce, navigation, and transportation in and through that harbor, and for encouraging and promoting the region's commercial airport. (Amended by Stats. 1996, c. 480)

§ 83. USE OF FUND FOR ACQUISITION AND MAINTENANCE OF IMPROVEMENTS, WORKS AND FACILITIES, ETC.

The money in the fund may also be used for the acquisition, construction, completion and maintenance of harbor and port improvements, works, utilities, appliances, facilities, and vessels, for the promotion and accommodation of commerce, navigation and fisheries, and recreation, or uses in connection therewith; and for extraordinary improvements and betterments to lands and property under the control, supervision and management of the district, including the purchase or condemnation of necessary lands and other property and property rights.

§ 84. USE OF FUND FOR BOND AND INTEREST PAYMENTS AND FOR ESTABLISHMENT OF FUNDS TO SECURE SUCH PAYMENTS.

The money in the fund may also be used for the payment of the principal, or interest, or both, of district bonds authorized, issued and sold pursuant to this act and for the establishment and maintenance of bond service funds, sinking funds, reserve funds or other funds or accounts established to secure the payment of principal of, interest on, or redemption of or for the security of such bonds. (Amended by Stats. 1963, c. 673)

§ 85. USE OF FUND FOR PAYMENT OF PRINCIPAL AND INTEREST OF OUTSTANDING MUNICIPAL BONDS FOR HARBOR IMPROVEMENTS.

The money in the fund may also be used for the payment of the principal or interest, or both, of the bonds of the county or any city in the district, for harbor improvements, authorized or outstanding prior to the establishment of the district, or thereafter issued and sold by such county or city for harbor improvements pursuant to this act.

§ 86. TRANSFER OF AMOUNTS BETWEEN BUDGET ITEMS AND BETWEEN BOND FUNDS.

The executive director may make application in writing to the board for a transfer of amounts from one appropriated item to another in the budget allowance. On the approval of the board by a two-thirds vote, the auditor shall make the transfer, but a transfer shall not be made except as herein provided. Any transfer of bond or note proceeds or of bond or note service, reserve, or sinking funds shall be made only as provided in the proceedings authorizing the issuance of those bonds. (Amended by Stats. 1963, c. 673; Stats. 1996, c. 399)

§ 87. PURPOSES FOR USE OF TIDE AND SUBMERGED LANDS HELD IN TRUST BY DISTRICT.

(a) The tide and submerged lands conveyed to the district by any city included in the district shall be held by the district and its successors in trust and may be used for purposes in which there is a general statewide purpose, as follows:

(1) For the establishment, improvement, and conduct of a harbor, and for the construction, reconstruction, repair, maintenance, and operation of wharves, docks, piers, slips, quays, and all other works, buildings, facilities, utilities, structures, and appliances incidental, necessary, or convenient, for the promotion and accommodation of commerce and navigation.

(2) For all commercial and industrial uses and purposes, and the construction, reconstruction, repair, and maintenance of commercial and industrial buildings, plants, and facilities.

(3) For the establishment, improvement, and conduct of airport and heliport or aviation facilities, including, but not limited to, approach, takeoff, and clear zones in connection with airport runways, and for the construction, reconstruction, repair, maintenance, and operation of terminal buildings, runways, roadways, aprons, taxiways, parking areas, and all other works, buildings, facilities, utilities, structures, and appliances incidental, necessary, or convenient for the promotion and accommodation of air commerce and air navigation.

(4) For the construction, reconstruction, repair, and maintenance of highways, streets, roadways, bridges, belt line railroads, parking facilities, power, telephone, telegraph or cable lines or landings, water and gas pipelines, and all other transportation and utility facilities or

betterments incidental, necessary, or convenient for the promotion and accommodation of any of the uses set forth in this section.

(5) For the construction, reconstruction, repair, maintenance, and operation of public buildings, public assembly and meeting places, convention centers, parks, playgrounds, bathhouses and bathing facilities, recreation and fishing piers, public recreation facilities, including, but not limited to, public golf courses, and for all works, buildings, facilities, utilities, structures, and appliances incidental, necessary, or convenient for the promotion and accommodation of any of those uses.

(6) For the establishment, improvement, and conduct of small boat harbors, marinas, aquatic playgrounds, and similar recreational facilities, and for the construction, reconstruction, repair, maintenance, and operation of all works, buildings, facilities, utilities, structures, and appliances incidental, necessary, or convenient for the promotion and accommodation of any of those uses, including, but not limited to, snack bars, cafes, restaurants, motels, launching ramps, and hoists, storage sheds, boat repair facilities with cranes and marine ways, administration buildings, public restrooms, bait and tackle shops, chandleries, boat sales establishments, service stations and fuel docks, yacht club buildings, parking areas, roadways, pedestrian ways, and landscaped areas.

(7) For the establishment and maintenance of those lands for open space, ecological preservation, and habitat restoration.

(b) The district or its successors shall not, at any time, grant, convey, give, or alienate those lands, or any part thereof, to any individual, firm, or corporation for any purposes whatever. However, the district, or its successors, may grant franchises thereon for limited periods, not exceeding 66 years, for wharves and other public uses and purposes, and may lease those lands, or any part thereof, for limited periods, not exceeding 66 years, for purposes consistent with the trusts upon which those lands are held by the State of California, and with the requirements of commerce and navigation, and collect and retain rents and other revenues from those leases, franchises, and privileges. Those lease or leases, franchises, and privileges may be for any and all purposes that do not interfere with commerce and navigation.

(c) Those lands shall be improved without expense to the state. However, nothing in this section shall preclude expenditures for the development of those lands for any public purpose not inconsistent with commerce, navigation, and fishery, by the state or any board, agency, or commission thereof, when authorized or approved by the district, or preclude expenditures by the district of any funds received for that purpose from the state or any board, agency, or commission thereof.

(d) In the management, conduct, operation, and control of those lands or any improvements, betterments, or structures thereon, the district or its successors

shall make no discrimination in rates, tolls, or charges for any use or service in connection therewith.

(e) The State of California shall have the right to use without charge any transportation, landing or storage improvements, betterments, or structures constructed upon those lands for any vessel or other watercraft, aircraft, or railroad owned or operated by the State of California.

(f) There is hereby reserved to the people of the State of California the right to fish in the waters on those lands with the right of convenient access to that water over those lands for that purpose.

(g) There is hereby excepted and reserved in the State of California all deposits of minerals, including oil and gas, in those lands, and to the State of California, or persons authorized by the State of California, the right to prospect for, mine, and remove deposits from those lands.

(h) Those lands shall be held subject to the express reservation and condition that the state may at any time in the future use those lands or any portion for highway purposes without compensation to the district, its successors or assigns, or any person, firm, or public or private corporation claiming under it, except that in the event improvements, betterments, or structures have been placed upon the property taken by the state for those purposes, compensation shall be made to the district, its successors, or assigns, or any person, firm, or public or private corporation entitled thereto for the value of his or her or its interest in the improvements, betterments, or structures taken or the damages to that interest.

(i) The State Lands Commission, at the cost of the district, shall survey and monument those lands and record a description and plat thereof in the office of the County Recorder of San Diego County.

(j) As to any tide and submerged lands conveyed to the district by a city that are subject to a condition contained in a grant of those lands to the city by the state that those lands shall be substantially improved within a designated period or else they shall revert to the state, that condition shall remain in effect as to those lands and shall be applicable to the district.

As to any tide and submerged lands conveyed to the district by a city that are not subject to this condition contained in a grant by the state and that have not heretofore been substantially improved, those lands, within 10 years from July 12, 1962, shall be substantially improved by the district without expense to the state. If the State Lands Commission determines that the district has failed to improve the lands as herein required, all right, title, and interest of the district in and to those lands shall cease and the lands shall revert and rest in the state. (Amended by Stats. 1963, c. 673; Stats. 1996, c. 399; Stats. 2006, c. 538)

§ 88. PARTIAL INVALIDITY.

If any section, subdivision, sentence, clause, or phrase of this act, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of the act, or the application of such provision to other persons or circumstances, shall not be affected thereby. The Legislature hereby declares that it would have passed this act, and each section, subdivision, sentence, clause, and phrase thereof, irrespective of the fact that one or more sections, subdivisions, sentences, clauses or phrases, or the application thereof to any person or circumstance, be held invalid. (Added by Stats. 1963, c. 673)

AGENDA REPORT

Department: Engineering & Public Works
Prepared by: Stephen Manganiello, Director of Public Works/City Engineer
Meeting Date: Tuesday, November 19, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Establishing American Rescue Plan Act (ARPA) Appropriations for Capital Projects

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Establishment of American Rescue Plan Act Fund Appropriations for the Following Capital Projects: A) Kimball Park Lighting in the Amount of $228,800; B) Las Palmas Park Improvements in the Amount of $2,902,002; C) El Toyon Park Improvements in the Amount of $822,762; and D) Police Department Facility Upgrades in the Amount of $1,420,880; and 2) Authorizing the Establishment of Appropriations in the Amount of $95,435 in the Vehicle Acquisition Fund for Transfer to the American Rescue Plan Act Fund."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In March 2021, a $1.9 trillion economic stimulus bill titled the American Rescue Plan Act of 2021 (ARPA) was enacted by the federal government. Of the $1.9 trillion, $350 billion was allocated for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and promote economic growth. The Federal Government refers to this portion of the stimulus bill as the Coronavirus State and Local Fiscal Recovery Funds. Of the $350 billion, the City of National City received $18,010,907.

The U.S. Treasury issued an Interim Final Rule with guidance on eligible uses for the funds in May 2021. In January 2022, the U.S. Treasury released a Final Rule, which confirmed the following four funding objectives of the State and Local Fiscal Recovery Funds:

1. Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control.

2. Replace lost public sector revenue to provide government services to the extent of the reduction in revenue experienced due to the pandemic.

3. Respond to the negative economic impacts of the pandemic, including assistance to households, small businesses, and non-profits, and aid to impacted industries.

4. Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

In addition, the Final Rule confirmed National City's ability to take a standard allowance of $10M in the revenue loss category without needing to prove specific revenue loss based on the calculation methodology previously defined by Treasury.

The City Council ultimately decided to designate $6,060,000 of the $18M ARPA allocation as a revenue offset to General Fund expenditures spread over a three-year period.

Of significant importance is that ARPA funds must be obligated (through contract awards and/or other transactions) by December 31, 2024. Funds must be spent by December 31, 2026.

At the City Council Meeting held on April 16, 2024, staff provide a report and presentation on the history and status of National City's ARPA Fund. Topics included community outreach and priorities, use of fund balance, and options to obligate and spend remaining fund balance prior to the respective deadlines. Improvements to Kimball Park Ballfield Lighting, Las Palmas Pool support facilities, and new restrooms at Las Palmas Park were identified as high priority needs through community outreach workshops and surveys, which had not yet been addressed through capital projects. At the end of the presentation, staff presented a spending plan that included use of remaining ARPA fund balance to improve these facilities. City Council supported staff's recommendations and directed staff to move forward with final design.

The following request to establish ARPA Fund appropriations for the remaining fund balance of $5,374,444 will provide the necessary funding to award a series of construction contracts that are included as companion items on the City Council Meeting agenda for November 19, 2024:

1) Kimball Park Lighting – $228,800;
2) Las Palmas Park Improvements – $2,902,002;
3) El Toyon Park Improvements – $822,762;
4) Police Department Facility Upgrades – $1,420,880.

It is important to note, that while use of ARPA fund balance was not previously contemplated for El Toyon Park Improvements and Police Department Facility Upgrades, these are both high priority projects that will improve quality of life and safety for the community. In the case of El Toyon Park Improvements, ARPA funds will help fill a funding gap for construction. Conversely, the Police Department Facility Upgrades project, which will complete comprehensive electrical upgrades to support installation of a new standby generator system and other critical equipment, was slated to be funded by the General Fund. By establishing ARPA fund appropriations for this project, the funds can be obligated by the December 31, 2024 deadline. In addition, the savings to the General Fund for capital projects can then be applied to the cost of potential construction change orders / contingency work, construction management, and inspection services for the remaining ARPA projects. This is key, since any potential change order work on the remaining ARPA projects would not occur until after the ARPA funding obligation deadline.

FINANCIAL STATEMENT:

All unencumbered appropriations and unspent balances for previously budgeted ARPA funded projects will be canceled and new appropriations will be established based on the revised spending plan. A portion of the unspent balances includes $95,435 that will be returned to the ARPA fund from the Vehicle Acquisition fund as a result of a lower than anticipated cost for vehicular equipment for the homeless outreach team. The new appropriations will be established in the following ARPA fund capital project expenditure accounts:

117-10-18-18500-7598-1176117 (Kimball Park Lighting) – $228,800
117-10-18-18500-7598-1171117 (Las Palmas Park Improvements) – $2,902,002
117-10-18-18500-7598-1177117 (El Toyon Park Improvements) – $822,762

117-10-18-18500-7598-1178117 (Police Department Facility Upgrades) – $1,420,880

Transfer from the Vehicle Acquisition Fund to the ARPA Fund:

644-10-19-19100-8999 Transfer Out – Vehicle Acquisition Fund
117-10-19-19100-3999 Transfer In - ARPA Fund

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

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE ESTABLISHMENT OF AMERICAN RESCUE PLAN ACT FUND APPROPRIATIONS FOR THE FOLLOWING CAPITAL PROJECTS: A) KIMBALL PARK LIGHTING IN THE AMOUNT OF $228,800; B) LAS PALMAS PARK IMPROVEMENTS IN THE AMOUNT OF $2,902,002; C) EL TOYON PARK IMPROVEMENTS IN THE AMOUNT OF $822,762; AND D) POLICE DEPARTMENT FACILITY UPGRADES IN THE AMOUNT OF $1,420,880; AND 2) AUTHORIZING THE ESTABLISHMENT OF APPROPRIATIONS IN THE AMOUNT OF $95,435 IN THE VEHICLE ACQUISITION FUND FOR TRANSFER TO THE AMERICAN RESCUE PLAN ACT FUND.

WHEREAS, in March 2021, a $1.9 trillion economic stimulus bill titled the American Rescue Plan Act of 2021 ("ARPA") was enacted by the federal government, of which $350 billion (referred to as Coronavirus State and Local Fiscal Recovery Funds by the federal government) was allocated for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and promote economic growth; and

WHEREAS, the City of National City ("City") received $18,010,907 of the $350 billion Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, ARPA funds must be obligated (through contract awards and/or other transactions) by December 31, 2024, and funds must be spent by December 31, 2026; and

WHEREAS, at the City Council meeting on April 16, 2024, staff provide a report and presentation on the history and status of the City's ARPA fund, with topics including community outreach and priorities, use of fund balance, and options to obligate and spend remaining fund balance prior to the respective deadlines; and

WHEREAS, improvements to Kimball Park ballfield lighting, Las Palmas Pool support facilities, and new restrooms at Las Palmas Park were identified as high priority needs through community outreach workshops and surveys, which had not yet been addressed through capital projects; and

WHEREAS, the City Council supported staff's recommendations for prioritizing use of ARPA fund balance, and directed staff to move forward with final design for the identified projects; and

WHEREAS, establishing ARPA fund appropriations for the remaining ARPA fund balance of $5,374,444 will provide the necessary funding to award a series of construction contracts that are included as companion items on the City Council meeting agenda for November 19, 2024, which will deliver the following capital projects: 1) Kimball Park Lighting; 2) Las Palmas Park Improvements; 3) El Toyon Park Improvements; and 4) Police Department Facility Upgrades; and

WHEREAS, a portion of the unspent balance includes $95,435 that will be returned to the ARPA fund from to the Vehicle Acquisition fund as a result of a lower than anticipated cost for vehicular equipment for the homeless outreach team; and

WHEREAS, should the City Council pass resolutions awarding construction contracts for the aforementioned projects, the City's remaining ARPA fund balance would be fully obligated in advance of the December 31, 2024 deadline.

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 establishment of American Rescue Plan Act fund appropriations for the following capital projects: A) Kimball Park Lighting in the amount of $228,800; B) Las Palmas Park Improvements in the amount of $2,902,002; C) El Toyon Park Improvements in the amount of $822,762; and D) Police Department Facility Upgrades in the amount of $1,420,880.

Section 2: That the City Council hereby authorizes the establishment of appropriations in the amount of $95,435 in the Vehicle Acquisition Fund for transfer to the American Rescue Plan Act fund.

Section 3: 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 19th day of November, 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, November 19, 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 October 15, 2024
Regular City Council Meeting of October 15, 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 October 15, 2024 – Meeting Minutes
Exhibit B – Regular City Council Meeting of October 15, 2024 – Meeting Minutes

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

October 15, 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** **Alex Hernandez, Chief of Police** **Tonya Hussain, Deputy City Clerk**

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1. **CALL TO ORDER**

A Special Meeting of the City Council of the City of National City was called to order at 4:03 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**

Councilmember Rodriguez led the Pledge of Allegiance.

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

One public comment was received from Dukie Valderrama.

5. **CLOSED SESSION**

Members retired into Closed Session at 4:13 p.m. with all members present in attendance: Bush, Molina, Rodriguez, Yamane, Morrison, Martinez, and Schultz.

1. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
   Government Code Section 54957.6
   Position to be Reviewed: City Manager

Item discussed out of order.

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**
   Government Code Section 54956.9
   Property: Block Bounded by west 23rd St., Bay Marina Dr., & Cleveland Ave.
   APN Nos.: 559-117-04,050607 and 12; and 559-118-02|
   Agency Negotiation: City of National City
   Negotiation Parties: City Manager Martinez, City Attorney Schultz
   Under Negotiation: Instruction to Negotiators

   Devaney Pate Morris & Cameron Partner Ralph Hicks entered Closed Session.

2. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
   Government Code Section 54956.9 (d) (1)
   Name of Case: Roberto Umana v City of National City. et al.
   U.S .District Court
   Case Number: 3:22-cv-01657-GPC-AGS

   Chief of Police Alex Hernandez entered Closed Session.

   All members returned to the open session at 6:03 p.m. with all members present in attendance: Bush, Molina, Rodriguez, Yamane, Morrison, Martinez, Schultz, and Hernandez.

Announcement of actions taken in Closed Session shall be made at the Regular City Council Meeting following the Regular City Council meeting at 6:00 p.m.

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, October 15, 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 6:04 p.m.

_____
Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of November 19, 2024.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

October 15, 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:	**Ben Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk** **Martin Reeder, Assistant Director of Community Development** **Bruce Foltz, Finance Director** **Brian Hadley, Deputy City Manager** **Alex Hernandez, Chief of Police** **Tonya Hussain, Deputy City Clerk** **Steve Manganiello, Director of Engineering** **Nancy Nagle, NCPD Training Coordinator** **James Stiles, NCFD Fire Captain**

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1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:12 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 Bush led the Pledge of Allegiance.

4. INVOCATION

None.

5. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing two (2) minutes per comment and introduced City Clerk Chapel.

In-person comment:
Alicia Sanchez
Margarita Moreno
Irma Hernandez
Mauraulua Sanchez
Margarita Morales
Ed Nieto
Ted Godshalk
Bradley Bang
Paul Wapnowski
Vivian Wapnowski
Brian Clapper
Maeva Nieva
Geoffrey Schrock

Virtual Comment:
Peggy Walker
Becky Rapp
Judi Strang
Sunny Mangiameli
Megan Stuart

A handout was provided to the City Council my public speaker Ed Nieto.

Councilmember Bush left the dais at 6:35 p.m. and returned at 6:40 p.m.

6. PROCLAMATIONS AND RECOGNITION

6.1 Employee of the Quarter

Police Chief Hernandez introduced Employee of the Quarter NCPD Training Coordinator Nancy Nagle.

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

7.1 Annual Report to Council - Planning Commission

Planning Commissioner Chair Richard Miller provided a PowerPoint presentation.

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

Councilmember Rodriguez had no report.

Councilmember Bush had no report.

Councilmember Molina provided an update on SANDAG.

Vice-Mayor Yamane provided an update on the Sweetwater Authority meeting.

Mayor Morrison reported on the SANDAG ITOC (Independent Taxpayer Oversight Committee) Selection Committee Meeting.

Port of San Diego Commissioner Ungab had no report.

9. CONSENT CALENDAR

ACTION: Motion by Vice-Mayor Yamane seconded by Councilmember Rodriguez to approve the consent calendar with the exception of Items 9.2, 9.5, 9.6, 9.7, 9.14, 9.16, 9.18, 9.19, and 9.20. Councilmember Bush recused on Item 9.18 due to the proximity of the project to his residence.

Motion carried by unanimous vote with Councilmember Bush recusing on Item 9.18.

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

Item pulled for discussion.

9.2 Amending City Council Policy Nos. 101, 104, 106, 107, and 121.

Adopted Resolution No. 2024-117.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending City Council Policy Nos. 101, 104, 106, 107, and 121."

Public Comment received from Ted Godshalk.

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Yamane to revise Policy 104 (C) to allow Zoom registration for public comment up to one-hour prior to the start of the City Council meeting.

Ayes: Bush, Rodriguez, Yamane
Nays: Molina, Morrison

Motion carried by 3-2 vote.

ACTION: Motion by Councilmember Molina, seconded by Bush to approve the suggested changes to Policy 121 and for the City Attorney to add a sentence to allow retroactive approval for travel to conferences and training. In addition, to include a clause regarding appropriate use of travel funds for legislative reasons, per the legislative platform of the City, so long as the City Council has taken a position on that specific legislation, the travel would be allowed.

Amended Motion by Councilmember Bush, seconded by Councilmember Molina to revise language to Policy 121, Section B, paragraph four to read, "All consulting contracts shall be reviewed and approved by the City Council" and to remove the last sentence that reads, "For contracts below $50,000, the City Manager has the discretion as to whether City Council approval is required."

Motion carried by unanimous vote.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to approve the revisions.

Motion carried by unanimous vote.

9.3 Approval of City Council Meeting Minutes.

Approve and File.

Motion carried by unanimous vote.

9.4 Approving Proposed Amendments to the Planning Commission Bylaws.

Adopted Resolution No. 2024-118.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving Proposed Amendments to the Planning Commission Bylaws.”

Motion carried by unanimous vote.

Item pulled for discussion.

9.5 Authorize the purchase of a Light-Structure System from Musco Sports Lighting, LLC for the Kimball Park Ballfields.

Adopted Resolution No. 2024-119.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract # 041123-MSL with Musco Sports Lighting, LLC, for the Purchase of a Light-Structure System in a Not-to-Exceed Amount of $292,350 for the Kimball Park Ballfields; and 2) Authorizing the Establishment of an Appropriation of $292,350 in the American Rescue Plan Act fund for the Kimball Park Ballfield Lighting Project.”

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

Motion carried by unanimous vote.

Item pulled for discussion.

9.6 Authorize the Purchase of Six (6) Ford Police Utility Interceptors for the National City Police Department

Adopted Resolution No. 2024-120.

Public comment received from Thomas Rike.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto County of San Diego Contract # 570454 with Kearny Mesa Ford for the Purchase Six 2025 Ford Police Utility B/W AWD Interceptors in a Not-to-Exceed Amount of $323,000 for the National City Police Department; and 2) Authorizing the City Manager to Approve Adjustments of up to $32,300 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

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

Motion carried by unanimous vote.

Councilmember Molina left the dais at 7:44 p.m. and returned at 7:46 p.m.

Item pulled for discussion.

9.7 Awarding a Contract to Aster Construction Services for the Central Community Mobility Enhancements Project, CIP No. 19-23.

Adopted Resolution No. 2024-121.

Engineering Director Steve Manganiello answered questions posed by the City Council.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Aster Construction Services in the Not-to-Exceed Amount of $1,915,050 for the Central Community Mobility Enhancements Project, CIP No. 19-23; 2) Authorizing a 15% Contingency in the Amount of $287,257.50 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

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

Ayes: Bush, Molina, Rodriguez, Yamane
Nays: Morrison

Motion carried by 4-1 vote.

9.8 Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 4, Grant Appropriation for Construction (CON) Phase.

Adopted Resolution No. 2024-122.

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. F030 with the State of California Department of Transportation for the Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 4; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $5,421,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $710,000.”

Motion carried by unanimous vote.

9.9 California Library Adult and Family Literacy Services Grant Funds Acceptance

Adopted Resolution No. 2024-123.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or his Designee to Accept the California Library Literacy Services (CLLS) grant of $63,375 from the California State Library to Fund the National City Public Library’s Literacy Services Programs for FY2025 and Authorizing the Establishment of a Library Grants Fund Appropriation of $63,375 and Corresponding Revenue Budget.”

Motion carried by unanimous vote.

9.10 Enterprise Storage System Lifecycle Replacement

Adopted Resolution No. 2024-124.

Adopt a Resolution Entitled: “Resolution of the City Council of the City of National City, California, Waiving the Bid Process by Utilizing Pricing and Contracts, Amendments, and Extensions from the National Intergovernmental Purchasing Alliance (NIPA) Technical Solutions Contract # 2018011 with CDWG LLC to Purchase Enterprise Storage System (ESS) Hardware, Software, and Related Services for an Amount Not-to-Exceed $314,101.94 Pursuant to National City Municipal Code Section 2.60.260.”

Motion carried by unanimous vote.

9.11 First Amendment to the Agreement with Neri Landscape Architecture for On-Call Consulting Services for the City's Capital Improvement Program (CIP)

Adopted Resolution No. 2024-125.

Adopt a 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 Neri Landscape Architecture to Extend the Agreement by One-Year to September 6, 2025."

Motion carried by unanimous vote.

9.12 First Amendment to the Housing Consultant Agreement with Keyser Marston Associates, Inc.

Adopted Resolution No. 2024-94.

Adopt the Resolution Entitled, "Resolution of the Board of the Community Development Commission-Housing Authority of the City of National City, California, Authorizing the Executive Director to Execute the First Amendment to the Consultant Agreement with Keyser Marston Associates, Inc. to Increase the Not-To-Exceed to $455,000, and Authorize the Establishment of an Appropriation in the Amount of $425,000 in the Housing Authority Fund with a Corresponding Revenue Budget Based on Housing Acceleration Program ("HAP") 2.0 Grant Funds."

Motion carried by unanimous vote.

9.13 Kimball Highland Project Public Access Easement for Pedestrian and Vehicular Access

Adopted Resolution No. 2024-126.

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Public Access Easement for Pedestrian and Vehicular Access Agreement by and Between the City of National City, D Avenue Housing Associates, L.P., and Kimball Tower Housing Associates L.P."

Motion carried by unanimous vote.

Councilmember Bush left the dais at 7:53 p.m. and returned at 7:52 p.m.

Item pulled for discussion.

9.14 Kimball Senior Center Lease with D Avenue Housing Associates, L.P.

Adopted Resolution No. 2024-127.

Adopt the Resolution Entitled, "Resolution of the City of National City, California, Authorizing the City Manager to Execute a Commercial Lease By and Between the City of National City ("Tenant") and D Avenue Housing Associates, a California Limited Partnership ("Landlord") for the Kimball Senior Center Facility for 65 Years at a Rent Equal to $1.00 Per Year."

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

Ayes: Molina, Rodriguez, Yamane, Morrison
Absent: Bush

Motion carried by 4-0 vote.

9.15 Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for beer and wine sales at an existing restaurant (La Malcriada Birrieria) located at 1604 E. 18th Street, Suites A & B.

Staff Recommends Approval of the Sale of On-Site Beer and Wine, Subject to the Recommended Conditions in Planning Commission Resolution No. 2024-15, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in Minor Mixed-Use Corridor Zone and Would be Accessory to Food Sales in the Restaurant.

Motion carried by unanimous vote.

Item pulled for discussion.

9.16 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for the Addition of Distilled Spirits to an Existing Beer and Wine License at Manolo Farmers Market Located at 303 Highland Avenue.

Staff Recommends Approval of the Addition of Distilled Spirits to the Existing Sale of Off-Sale Beer and Wine, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2024-14, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in the Minor Mixed-Use Corridor (MXC-1) Zone and Would Continue to be Accessory to the Retail Sales at the Existing Grocery Store.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina for the item to return to a meeting of the City Council for a Public Hearing.

Motion carried by unanimous vote.

9.17 Notice of Decision – Planning Commission Approval of a Tentative Parcel Map (TPM) Dividing One Lot into Two with a Zone Variance (ZV) to Deviate from Setback Requirements on a Property Located at 1441 East 7th Street.

Staff Recommends Approval of the Tentative Parcel Map and Zone Variance, Subject to the Recommended Conditions in Planning Commission Resolution No. 2024-16, and a Determination that the Project is Exempt from CEQA.

Motion carried by unanimous vote.

Item pulled for discussion.

9.18 Service Agreement with County of San Diego for Euclid Avenue Roadway Resurfacing

Councilmember Bush recused and left the dais at 7:57 p.m. and returned at 7:58 p.m.

Adopted Resolution No. 2024-128.

Adopt a Resolution entitled, "Resolution of the City Council of the City National City, California, Authorizing the Mayor to Execute a Service Agreement with the County of San Diego for Roadway Resurfacing of Euclid Avenue Between Sweetwater Road and 24th Street in the Amount of $112,960.42."

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

Ayes: Molina, Rodriguez, Yamane, Morrison
Recused: Bush

Motion carried by 4-0 vote.

Item pulled for discussion.

9.19 Warrant Register #9 for the period of 8/23/24 through 8/29/24 in the amount of $1,002,939.26

Public comment was received from Ted Godshalk, Ed Nieto, and Thomas Rike.

Ratify Warrants Totaling $1,002,939.26

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to ratify Warrant Register #9.

Motion carried by unanimous vote.

Item pulled for discussion.

9.20 Warrant Register #10 for the period of 8/30/24 through 9/05/24 in the amount of $4,637,113.79

Public comment received from Thomas Rike.

Ratify Warrants Totaling $4,637,113.79

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to ratify Warrant Register #10.

Motion carried by unanimous vote.

10. PUBLIC HEARING

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

Assistant Director of Community Development Martin Reeder provided a PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 8:18 p.m.

Recommendation: Introduce the Ordinance.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:18 p.m. .

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

Motion carried by unanimous vote.

11. CITY MANAGER'S REPORT

No report.

12. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

13. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who announced the following on all three Closed Session agenda items:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Government Code Section 54957.6
   Position to be Reviewed: City Manager

   ACTION: Council established and initiated the evaluation process.

Item heard out of order.

3. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS
   Government Code Section 54956.9
   Property: Block Bounded by west 23rd St., Bay Marina Dr., & Cleveland Ave.
   APN Nos.: 559-117-04,050607 and 12; and 559-118-02|
   Agency Negotiation: City of National City
   Negotiation Parties: City Manager Martinez, City Attorney Schultz
   Under Negotiation: Instruction to Negotiators

   ACTION: Provided instruction to staff to engage in negotiations with the taxing entities on a Compensation Agreement in accordance with the requirements of redevelopment law.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Government Code Section 54956.9 (d) (1)
   Name of Case: Roberto Umana v City of National City. et al.
   U.S .District Court
   Case Number: 3:22-cv-01657-GPC-AGS

   Nothing to report.

14. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, November 19, 2024, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 8:24 p.m.

_____
Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of November 19, 2024.

_____
Ron Morrison, Mayor

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Acceptance of an Easement for Channel Construction and Maintenance Along the North Side of Paradise Creek, Located North of Paradise Valley Road and East of Plaza Blvd

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Accepting and Authorizing the Mayor to Sign a Grant of Easement from the Santos Family Trust 08-11-03 for an Area Along the North Side of Paradise Creek, Located North of Paradise Valley Road and East of Plaza Blvd, for Channel Construction and Maintenance."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Paradise Creek Water Quality and Community Enhancement Project Phase II (CIP 19-11) (Project) is a grant-funded project currently under construction. The City Council awarded the contract under Resolution No. 2023-101 on August 1, 2023, and the project is expected to be completed by early 2025. The Project's primary purpose is to improve the creek's drainage by upsizing the culvert and widening the creek to better manage a 100-year storm event. Additionally, the project includes installation of concrete driveways, an access road for channel maintenance, and the replacement of pedestrian curb ramps for ADA compliance.

Early in the construction phase, staff discovered that there is a right-of-way constraint along the north side of the channel in the eastern-most Project area, parallel to Paradise Valley Road. The existing easement that runs along the bottom of the creek in this area does not include the northern bank, which restricts the City from constructing the proposed Project improvements (see Exhibit B). This means that widening the channel would encroach upon adjacent private property.

To avoid impacting private property, staff evaluated alternative construction options such as Enviro Blocks, retaining walls, articulated concrete blocks, and shotcrete. Ultimately, staff determined that these options were either cost-prohibitive or less effective at managing storm flows, given the right of way constraints, than the proposed Project improvements. Therefore, staff contacted the Santos family to request an easement. The purpose of the easement would be to widen the creek, grade the channel walls to an optimal slope, and create an access road for Public Works crews to maintain the channel.

The City currently has an undeveloped right-of-way located north of Paradise Valley Road, adjacent to the northern parcel boundary of the Santos property (see Exhibit A). The area is considered a "paper street" recorded as Paradise Avenue, which runs between the undeveloped Santos property to the south and three residential properties to the north.

Vacating the southern half of Paradise Avenue (30 feet wide) to the Santos family would provide a nearly equivalent “land swap” in exchange for the easement needed along the northern bank of the channel.

After several months of coordination with the Santos family, they have agreed to grant an easement to the City. The Grant of Easement contains a graphical depiction and legal description of the area (see Exhibit C). The Easement will be granted in perpetuity and at no cost to the City. The City agrees to undertake all repairs and maintenance of the area contained within this easement.

Concurrently, the Engineering & Public Works Department worked in coordination with Community Development staff to request the vacation of Paradise Avenue. The right-of-way proposed to be vacated is 60 feet wide. If vacated, half of the right-of-way (30 feet) will go to the properties on each side. Community Development staff presented this request to the City Council on May 7, 2024, where City Council approved the initial request. The Planning Commission subsequently approved the street vacation request on May 20, 2024. During the City Council meeting scheduled for November 19, 2024, Community Development will present the final resolution to summarily vacate the street.

FINANCIAL STATEMENT:
The Easement will be granted at no cost to the City.

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 – Location Map
Exhibit B – Proposed Easement and Street Vacation
Exhibit C – Grant of Easement
Exhibit D – Resolution

Exhibit A – Showing in Red Santos Property and in Yellow the Street Vacation

SURVEYOR: SAMPO ENGINEERING, INC.

BENCHMARK:
LEAD AND BRASS TAG IN CONCRETE WALKWAY, LOCATED IN THE NE CORNER OF G AVE & 191H ST (PT #1236)

HORIZONTAL CONTROL:
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 6 BETWEEN POINT NUMBERS 1232 AND 3246 AS SHOWN ON ROS 14492.

CONSTRUCTION RECORDS

DATE STARTED: _____

INSPECTOR: _____

DATE COMPLETED: _____

REVISIONS

BY	APPROVED	DATE

ENGINEERING DEPARTMENT

BY	APPROVED	DATE

AS-BUILT

EXISTING EASEMENTS

A PRELIMINARY TITLE REPORT PREPARED BY COMMONWEALTH LAND TITLE COMPANY DATED MAY 11, 2022 AS ORDER NO. 669-060-10 PLUS HAS BEEN REVIEWED FOR EXISTING ON-SITE EASEMENTS. SAID EASEMENTS HAVE BEEN PLOTTED HEREON AND REFERENCED BELOW PER SAID PRELIMINARY TITLE REPORT:

(5) EXISTING EASEMENT FOR PURPOSES OF PUBLIC HIGHWAY IN FAVOR OF COUNTY OF SAN DIEGO RECORDED AUGUST 4, 1938 IN BOOK 808, PAGE 154 OF OFFICIAL RECORDS.

(6) EXISTING EASEMENT FOR OPEN DITCH IN FAVOR OF COUNTY OF SAN DIEGO RECORDED AUGUST 4, 1938 IN BOOK 814, PAGE 99 OF OFFICIAL RECORDS.

(7) EXISTING EASEMENT FOR OPEN DITCH AND INCIDENTAL PURPOSES IN FAVOR OF COUNTY OF SAN DIEGO RECORDED DECEMBER 30, 1938 IN BOOK 851, PAGE 386 OF OFFICIAL RECORDS.

(7.1) EXISTING EASEMENT FOR RIGHT TO ENTER UPON, FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF SAID OPEN DITCH DESCRIBED ON ITEM 7 ABOVE IN FAVOR OF COUNTY OF SAN DIEGO RECORDED DECEMBER 30, 1938 IN BOOK 851, PAGE 386 OF OFFICIAL RECORDS

(8) EXISTING EASEMENT FOR ELECTRICITY DISTRIBUTION IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY RECORDED MAY 28, 1952 IN BOOK 4481, PAGE 89 OF OFFICIAL RECORDS.

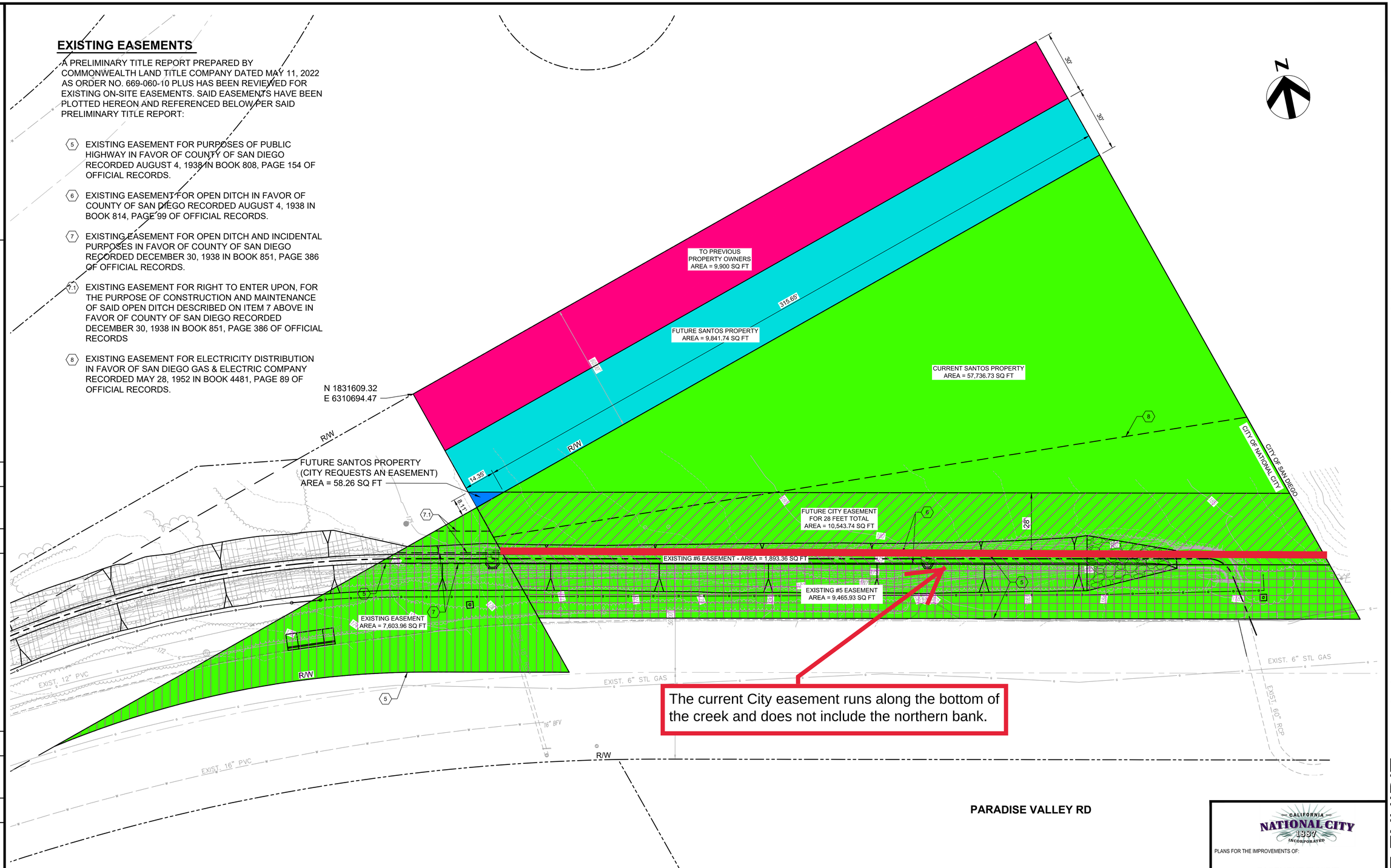


Exhibit B - Proposed Easement and Street Vacation

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

PLAN
SCALE: 1" = 20'

SCALE: 1"=20'
0 20 40 60

PLANS REVIEWED BY:

ENGINEERING DEPARTMENT
LUCA ZAPPIELLO

DATE

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:

EASEMENT EXHIBIT

CITY OF NATIONAL CITY

STEPHEN MANGANIELLO, T.E. 2973
DIRECTOR PUBLIC WORKS/CITY ENGINEER

DATE

PROJECT NO.

CIP NO.

EASEMENT EXHIBIT PARADISE CREEK WATER QUALITY AND COMMUNITY ENHANCEMENT - PHASE II

C:\pwworking\west01\d3650613\00C-004e.dwg, Plot, 4/16/2024 9:28:37 AM, GESPANTO

Plotted - 4/16/2024 9:28:41 AM :: Saved - 4/16/2024 9:20:10 AM :: C:\pwworking\west01\d3650613\00C-004e.dwg :: GESPANTO

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 27383

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City Clerk
City of National City
1243 National City Boulevard
National City, CA 91950

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 669-060-10-00

The undersigned grantor(s) declare(s):
Document transfer tax is $_____**NONE**_____

GRANT OF EASEMENT

This Grant of Easement (the "Agreement") is entered into between Santos Family Trust 08-11-03 ("Grantor") and the City of National City, a municipal corporation ("Grantee") and is effective on the date it is recorded in the Office of the County Recorder, which date is _____, 2024.

RECITALS

A. Grantor is the owner of one parcel of real property situated in the City of National City, County of San Diego, California commonly known as APN 6690601000 ("Grantor's Property").

B. Easement is needed for the perpetual maintenance of a public drainage channel.

AGREEMENT

THEREFORE, the parties agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee a perpetual easement for the purpose of (describe purpose) (the "Easement") over, upon and through that portion of Grantor's property located in the City of National City, County of San Diego, as particularly described in Exhibit A and as depicted on Exhibit B, attached to this Agreement (the "Easement Area").

2. Term. The Easement shall be an easement in perpetuity for the benefit of Grantee, its successors and assigns.

3. Easement Purposes. The Easement Area shall be for the right to enter upon the right-of-way hereby granted for the purpose of construction and maintenance of Drainage Channel Facilities.

4. Character of Easement. The Easement is nonexclusive. Grantee has the absolute right to use the Easement Area for the Easement Purposes which use must not be disturbed, interrupted, or impeded in any manner while this Agreement is in effect. During the term of this Agreement, no

walls, fences, obstructions, or barriers of any sort or kind whatsoever that prevent or impair the use of the Easement Area, or the exercise or performance of any of the Easement Purposes, shall be constructed, maintained, or permitted on the Easement Area, or any portion thereof, by the Grantor. No vehicles shall be parked on the Easement Area at any time. Grantor shall ensure that the Easement Area complies with all applicable federal, state, and local laws and regulations.

5. Maintenance and Repair. Grantee shall be solely responsible to conduct such maintenance and repair of the Easement Area as is necessary to maintain the Easement Area in good condition and repair, including without limitation, repairs to the drainage channel walls within the Easement Area. All costs of maintenance and repair to the Easement Area shall be the sole responsibility of the Grantee.

6. Successors and Assigns. The provisions of this Agreement are intended to and shall run with the land, and until its termination in accordance with the terms of this Agreement, shall bind and be a charge upon the land of the Grantor, its respective successors and assigns, and shall inure to the benefit of Grantee, its respective successors and assigns.

7. Termination. This Agreement may not be terminated unless Grantee determines, in its sole discretion, that the Easement is no longer necessary for the Easement Purposes. In this instance, Grantee shall record a Deed of Release of the Easement in the Office of the County Recorder.

8. Indemnification. Grantee agrees to defend, indemnify and hold harmless Grantor, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of or in any way connected to the activities of Grantee, its agents, representatives, heirs, successors, assigns or invitees in connection with the Easement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the Grantee, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

9. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be in writing and signed by Grantor and Grantee or their respective successors or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

GRANTOR:
SANTOS FAMILY TRUST 08-11-03

[redacted]

GRANTEE:
CITY OF NATIONAL CITY

_____

EXHIBIT " A"

LEGAL DESCRIPTION

28' WIDE FUTURE CITY EASEMENT

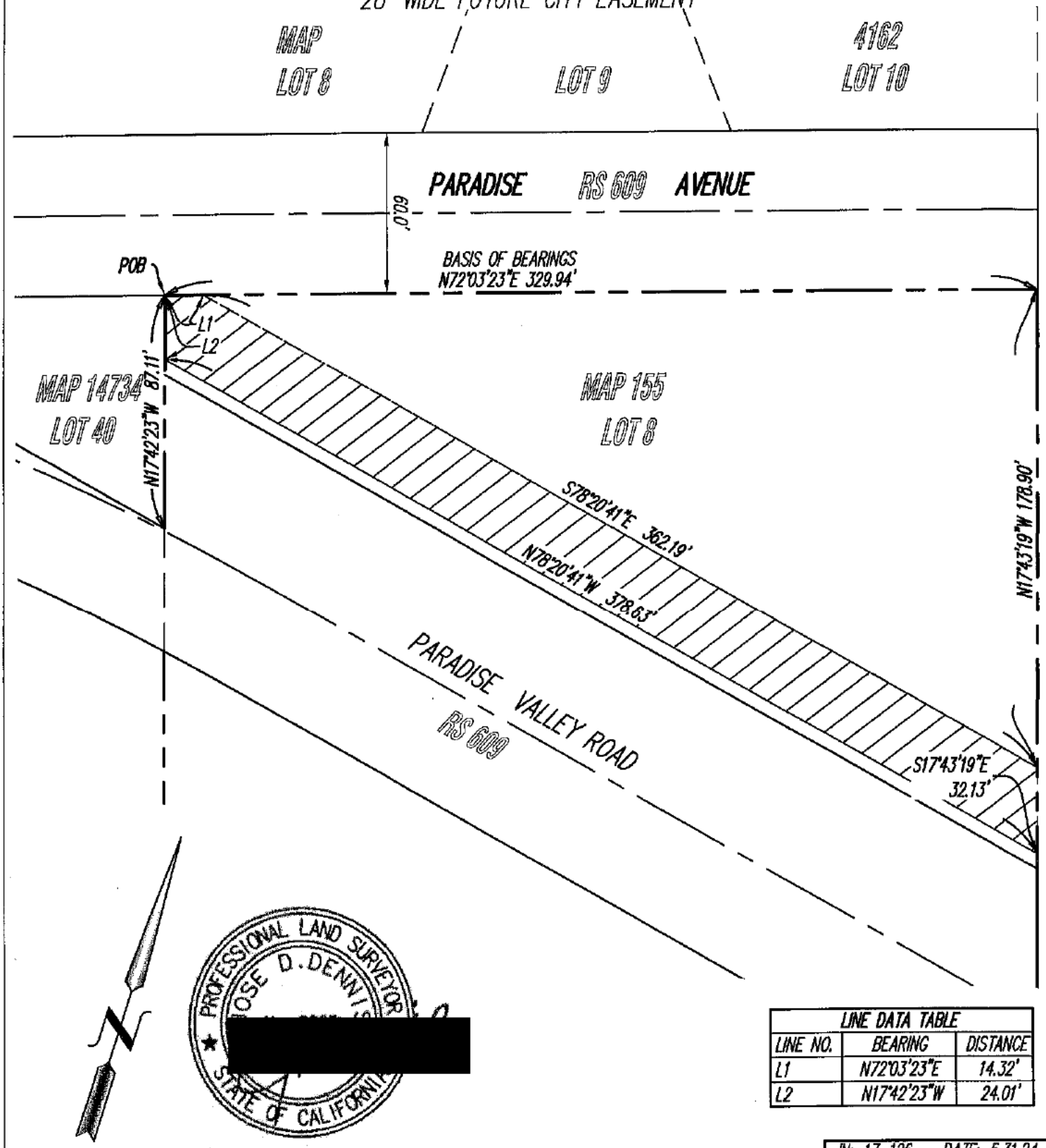
THAT PORTION OF LOT 8 OF B. F. PRITCHARD'S PARADISE VILLA ADDITION TO NATIONAL CITY, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 155, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JULY 7, 1887, LYING NORTHERLY OF THE CENTER LINE OF THE COUNTY ROAD (ROAD SURVEY NO. 609) AS SAID ROAD IS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, DATED JULY 28, 1938 AND RECORDED IN BOOK 808, PAGE 154 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, BEING ALSO THE NORTH EAST CORNER OF LOT 40 OF PARADISE VALLEY SUBDIVISION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; ACCORDING TO MAP THEREOF NO. 14734, THENCE NORTH 72°03'23" EAST 14.32 FEET ALONG THE NORTHERLY LINE OF SAID LOT 8, THENCE LEAVING SAID NORTHERLY LINE SOUTH 78°20'41" EAST 362.19 FEET TO THE EASTERLY LINE OF SAID LOT 8, THENCE SOUTH 17°43'19" EAST 32.13 FEET ALONG SAID EASTERLY LINE OF LOT 8, THENCE NORTH 78°20'41" WEST 378.63 TO THE EASTERLY LINE OF SAID LOT 40, THENCE NORTH 17°42'23" WEST 24.01 FEET ALONG SAID EASTERLY LINE OF SAID LOT 40 TO THE POINT OF BEGINNING.

EASEMENT AREA 10,543 SQUARE FEET MORE OR LESS.

EXHIBIT "B"

28' WIDE FUTURE CITY EASEMENT



LINE DATA TABLE		
LINE NO.	BEARING	DISTANCE
L1	N72°03'23"E	14.32'
L2	N17°42'23"W	24.01'

PROFESSIONAL LAND SURVEYOR
JOSE D. DENNIS
[redacted]
STATE OF CALIFORNIA

1"=50'

0 25 50 100

LEGEND:

FUTURE CITY EASEMENT
AREA= 0.242Ac.= 10,543 SF

NOTES:
1. BEARINGS AND DISTANCES PER PM 14734.

JN: 17-126 DATE: 5.31.24

CELST

171 SAXONY RD, STE. 213, ENCINITAS, CA 92024
TEL:(760) 436-0660 FAX:(760) 436-0659

EXHIBIT " A"

LEGAL DESCRIPTION

FUTURE CITY EASEMENT

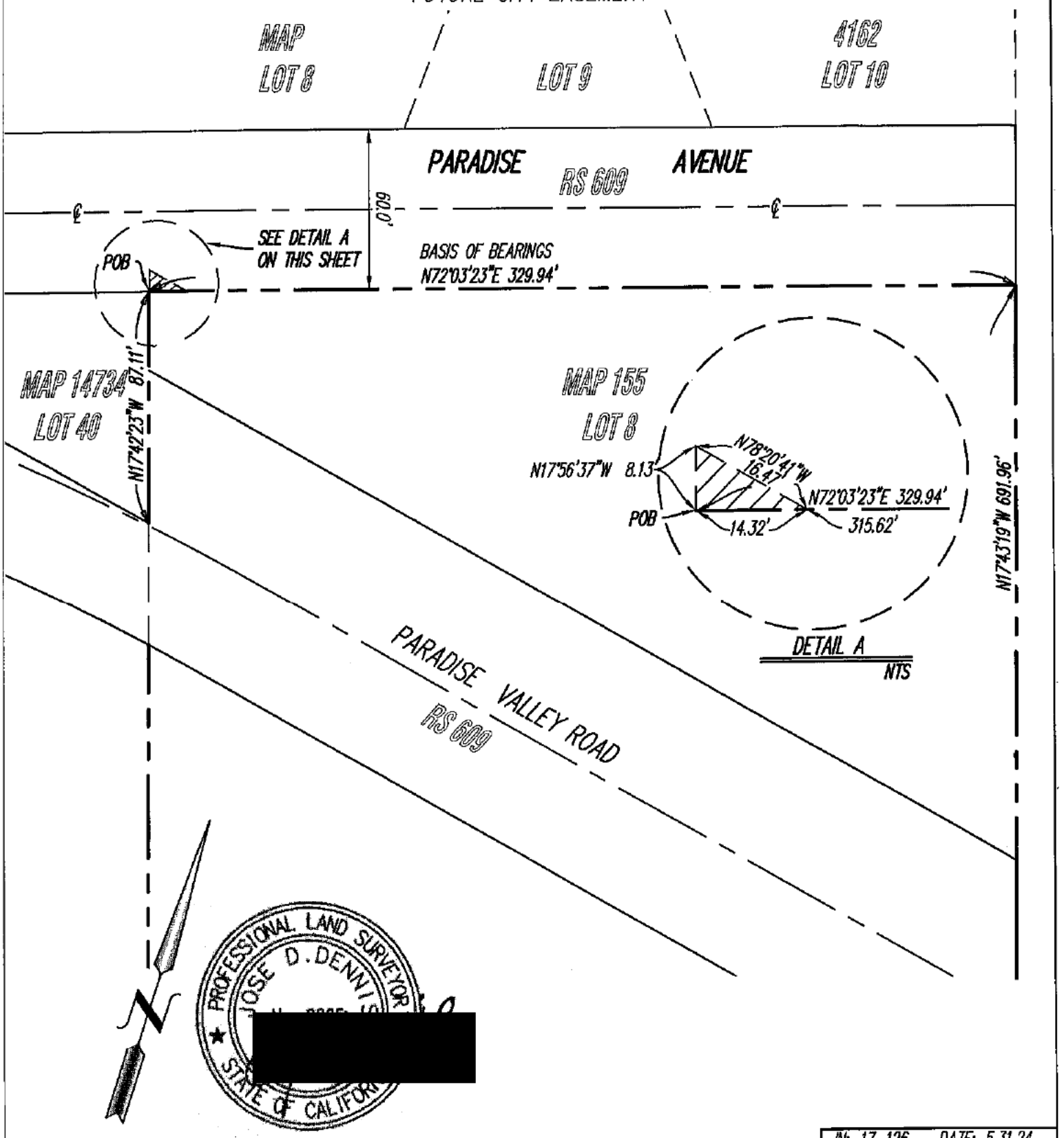
THAT PORTION OF THE SOUTHEASTERLY HALF OF PARADISE AVENUE PER ROAD SURVEY NO. 609 ADJOINING ON THE NORTHWEST OF LOT 8 OF B. F. PRITCHARD'S PARADISE VILLA ADDITION TO NATIONAL CITY, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 155, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JULY 7, 1887, LYING SOUTHERLY OF THE CENTER LINE OF THE COUNTY ROAD (ROAD SURVEY NO. 609) AS SAID ROAD IS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, DATED JULY 28, 1938 AND RECORDED IN BOOK 808, PAGE 154 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, THENCE NORTH 72°03'23" EAST 14.32 FEET ALONG THE NORTHERLY LINE OF SAID LOT 8, THENCE LEAVING SAID NORTHERLY LINE OF LOT 8 NORTH 78°20'41" WEST 16.47' FEET, THENCE SOUTH 17°56'37" EAST 8.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 58 SQUARE FEET MORE OR LESS.

EXHIBIT "B"

FUTURE CITY EASEMENT



1"=50'

0 25 50 100

NOTES:

1. BEARINGS AND DISTANCES PER PM 14734.

LEGEND:

FUTURE CITY EASEMENT
AREA= 58 SF

JN: 17-126 DATE: 5.31.24

CELST

171 SAXONY RD, STE. 213, ENCINITAS, CA 92024
TEL:(760) 436-0660 FAX:(760) 436-0659

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On October 14, 2024 before me, Renz Robert Dimaguila, Notary Public
(insert name and title of the officer)

personally appeared Aurora Pascual Santos,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RENZ ROBERT DIMAGUILA
COMM. #2486841
Notary Public - California
San Diego County
My Comm. Expires Apr. 14, 2028

Signature [redacted] (Seal)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING AND AUTHORIZING THE MAYOR TO SIGN A GRANT OF EASEMENT FROM SANTOS FAMILY TRUST 08-11-03 FOR AN AREA ALONG THE NORTH SIDE OF PARADISE CREEK, LOCATED NORTH OF PARADISE VALLEY ROAD AND EAST OF PLAZA BLVD, FOR CHANNEL CONSTRUCTION AND MAINTENANCE.

WHEREAS, the Paradise Creek Water Quality and Community Enhancement Project Phase II, CIP No. 19-11, is a grant-funded project currently under construction (the "Project"); and

WHEREAS, the Project's primary purpose is to improve the creek's drainage by upsizing the culvert and widening the creek to better manage a 100-year storm event; and

WHEREAS, additionally, the Project includes installation of concrete driveways, an access road for channel maintenance, and the replacement of pedestrian curb ramps for ADA compliance; and

WHEREAS, the existing easement that runs along the bottom of the creek does not include the northern bank, which restricts the City from constructing the proposed Project improvements given the right-of-way constraints; and

WHEREAS, to avoid impacting private property, staff evaluated alternative options such as Enviro Blocks, retaining walls, articulated concrete blocks, and shotcrete; and

WHEREAS, staff determined that these options were either cost-prohibitive or less effective at managing storm flows than the proposed Project improvements; and

WHEREAS, the City coordinated with the adjacent property owner, the Santos family, to obtain an easement to widen the creek, grade the channel walls to an optimal slope, and create an access road for Public Works crews to maintain the channel; and

WHEREAS, the Santos family has agreed to grant an easement to the City, which takes into account the improvements the City will make as part of the Project (the "Easement"); and

WHEREAS, the Easement will be granted in perpetuity and at no cost to the City; and

WHEREAS, the City agrees to undertake all repairs and maintenance of the area contained within the Easement for public drainage purposes.

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 and authorizes the Mayor to sign a grant of easement from Santos Family Trust 08-11-03 for an area along the north side of Paradise Creek, located north of Paradise Valley Road and east of Plaza Blvd, for channel construction and maintenance.

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 19th day of November, 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: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Adopting an updated Quality Assurance Program (QAP)

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Adopting an Updated Quality Assurance Program that Provides Sampling and Testing Procedures to Ensure that Materials Incorporated into Construction Projects are in Conformance with the Contract Specifications and Caltrans Requirements for Federal-Aid Projects; and 2) Authorizing the City Manager or their Designee to Execute the Quality Assurance Program."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Caltrans requires all agencies receiving Federal-Aid funds through transportation grant programs to adopt a Quality Assurance Program (QAP), and update the plan at least once every five years. The City Council adopted a QAP on February 4, 2014, per Resolution No. 2014-13, and on January 22, 2019, per Resolution No. 2019-3.

Currently, the Engineering & Public Works Department has quality assurance procedures for materials sampling and testing as part of the contract specifications for individual capital improvement projects. These specifications are based on Caltrans, AASHTO, and other nationally recognized specifications.

A QAP is required for any federally funded construction project administered by Caltrans. Without an adopted QAP, Caltrans will not process the Construction Authorization. The Caltrans Office of Local Assistance updated its "Quality Assurance Program Manual for Use By Local Agencies" in 2011. The Caltrans QAP Manual contains a sample QAP for local agencies to modify. City staff has taken this sample QAP and made slight modifications to meet the City's needs. By formally adopting this manual, as presented in Exhibit A, the City will comply with federal aid requirements.

FINANCIAL STATEMENT:
N/A

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 – Quality Assurance Program (QAP)
Exhibit B – Resolution

QUALITY ASSURANCE PROGRAM (QAP)
CITY OF NATIONAL CITY

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.
- QAP Manual – Quality Assurance Program Manual for local agencies which provides quality assurance guidelines for materials used in Federal Aid Projects.

MATERIALS LABORATORY

The City of National City will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:

    a. AASHTO Materials Reference Laboratory (AMRL)
    b. Cement and Concrete Reference Laboratory (CCRL)
    c. Caltrans' Reference Samples Program (RSP)

2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:

    a. Caltrans District Materials Engineer
    b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
    c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.

3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the California Test (CT) Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #1, Appendix D, "Acceptance Sampling and Testing Frequencies" of the QAP Manual.

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be familiar with all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for

determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the City:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Project Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Project Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  (1.) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Project Engineer within 72 hours after sampling.
  (2.) Test results for "R" Value and asphalt concrete extraction should be submitted to the Project Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the agency staff, shall be done on an expedited basis such as by email, fax or telephone.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" see Attachment #2, Exhibit 16-V of the Local Assistance Procedure Manual (LAPM), to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #3, Appendix F of the QAP Manual. All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #4, Appendix J of the QAP Manual.

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services. For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Project Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's

construction records. The Project Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See Attachment #5 for an example, Appendix K of the QAP Manual.

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Project Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the QAP Manual, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Project Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY: _____ _____
(Signature) (CE# and Expiration Date)

NAME: _____ DATE: _____

TITLE: _____ City: _____

Attachments #1 Acceptance Sampling and Testing Frequencies
Attachments #2 Source Inspection Request, Exhibit 16-V of the LAPM
Attachments #3 Appendix F of the QAP Manual
Attachments #4 Appendix J of the QAP Manual
Attachments #5 Appendix K of the QAP Manual

Attachment #1

Acceptance Sampling and Testing Frequencies

Appendix D - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

Portland Cement (Hydraulic Cement)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash **(Sampling only)**	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75, C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement (**Testing Only)**	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.

Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete **(Sampling & Testing)**	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water **(Sampling & Testing)**	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT 417 AASHTO R23	If testing appears warranted, test for chlorides and sulfates.

Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Air Entraining Admixtures **(Sampling & Testing)**	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders **(Sampling & Testing)**	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete **(Sampling)**	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete **(Testing)**	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete **(Testing)**	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C360 CT 533	This test determines the ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete **(Testing)**	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete **(Testing)**	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.

Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (**Testing**)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete.	ASTM C39 CT 521 AASHTO T22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (**Testing**)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 500 to 1,000 cu. yd. of concrete.	ASTM C78 CT 31 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading

Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.
Coarse Aggregate **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	This test determines the cleanness of coarse aggregate.

Appendix D (continued)

Soils and Aggregates - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Coarse Aggre-gate **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equiva-lent of soils and aggregates.
Soils and Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer that the No. 200 sieve (by washing method).
Soils and Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates **(Testing)**	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates **(Testing)**	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3017 CT 231 AASHTO T239	This test determines the water content using the nuclear gage.

Appendix D (continued)

Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder **(Sampling)**	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	CT 125 ASTM D 979 AASHTO T 168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	ASTM D92, D117 AASHTO T 48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2872 & D92 CT 346 AASHTO T240 &T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D5 AASHTO T49	This test determines the penetration of bitu-minous material @ 77 degrees F and per-centage of original penetration from the residue.
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @275 degrees F (Centistoke).

Appendix D (continued)

Asphalt Binder - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt **(Sampling)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.

Appendix D (continued)

Asphalt Emulsified - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D88 AASHTO T72	This test determines the Saybolt-Furol viscosity of emulsified asphalt @ 77 degrees F (seconds).

Hot Mix Asphalt (Asphalt Concrete) – Concrete

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete **(Sampling)**	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete **(Testing)**	4” x 8” cores	Take one 4” x 8” core for every 500 ft of paved roadway.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete **(Testing)**	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete **(Testing)**	4” x 8” cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense- graded or non-absorptive.

Appendix D (continued)

Hot Mix Asphalt (Asphalt Concrete) –Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete **(Testing)**	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete **(Testing)**	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Con-crete) **(Testing)**	One 12 ft. x 3 ft. sample	Obtain one sample per job.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete **(Testing)**	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D2950 CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete **(Testing)**	One 10-lb sample	Obtain one sample during every day of production.	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals **(Sample)**	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CT 125 AASHTO T 40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals **(Testing)**	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.

Appendix D (continued)

Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Slurry Seals **(Testing)**	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals **(Testing)**	One 0.5 gal. sample in a clean, dry plas-tic container.	Test one sample per project and test for Abrasion.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).

Steel

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand **(Testing)**	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar **(Testing)**	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.

Attachment #2

Source Inspection Request, Exhibit 16-V of the Local Assistance Procedure Manual (LAPM)

SAMPLE COVER MEMO
SOURCE INSPECTION REQUEST
FROM LOCAL AGENCY TO
CALTRANS' DISTRICT LOCAL ASSISTANCE ENGINEER
(Prepared By Applicant On Applicant Letterhead)

To: (name) **Date:** _____
Caltrans' District Local Assistance Engineer
Caltrans' Local Assistance Office
(district office address)

Federal-aid Project Number: (if one has been assigned)_____
Project Description: _____
Project Location: _____
_____

Subject: ***(Source Inspection for Project Name, County)***

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand we are responsible for paying for this service provided for by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection:
_____
_____
_____
_____
_____

Justification for request: (Based on the requirements in Section 16.14 under "Source Inspection") _____
_____
_____

Any question you might have about the above materials should be directed to:_____ , at ___(phone #)_____.

Approved:

_____ _____
(***Applicant Representative Name***) District Local Assistance Engineer

_____ _____
(***Title***) (Date)

_____
(Local agency, name & address)

Attachment #3

Appendix F of the QAP Manual

Appendix F - Construction Materials Accepted by a Certificate of Compliance *

Soil Amendment
Fiber
Mulch
Stabilizing Emulsion
Plastic Pipe
Lime
Reinforcing Steel
Structural Timber and Lumber
Treated Timber and Lumber
Timber and Lumber
Culvert and Drainage Pipe Joints
Reinforced Concrete Pipe
Corrugated Steel Pipe and Corrugated Steel Pipe Arches
Structural Metal Plate Pipe Arches and Pipe Arches
Perforated Steel Pipe
Polyvinyl Chloride Pipe and Polyethylene Tubing
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
Metal Target Plates
Electrical Conductors
Portland Cement
Minor Concrete
Waterstop

* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.

Attachment #4

Appendix J of the QAP Manual

Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
VENDOR'S CERTIFICATE OF COMPLIANCE
MR-0543 (REV. 5/93) #CT-7541-6020-2

☐ PRECAST CONCRETE PRODUCTS OR ☒ SOUNDWALL

TO: BILL SYNDER

~~STATE HIGHWAY ENGINEER~~
RESIDENT ENGINEER – CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:	
CEMENT BRAND: XYZ CEMENT CO.	MILL LOCATION: MIDLAND, CALIFORNIA
TYPE: II MODIFIED	

CHEMICAL ADMIXTURE

1. BRAND: ABC ADMIXTURE	MANUFACTURER: XYZ SUPPLIER
TYPE: WATER REDUCER	
2. BRAND:	MANUFACTURER:
TYPE:	

☐ *CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED*

MINERAL ADMIXTURE

MANUFACTURER: POZZ. INC.	CLASS: F

☐ *CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED*

DELIVERY DATE *(Ready-Mix)* 7/7/01	DATES OF FABRICATION *(Precast)*

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. *(Show size and lin. ft. of pipe, etc., delivery slip numbers for ready-mix.)*

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS: A.&B. READY MIX

By: AUTHOR [redacted]

FM 93 1839 — Original to Res. Engr. Retain Duplicate. — OSP 01 55624

Appendix J.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement .

Supplied by ABC Cement Company complies with all requirements for Type II Portland Cement when tested in accordance with ASTM C - 494.

Local Agency Project No.
HP21L – 5055 – 111

Albert Howakowa
Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07 .

Attachment #5

Appendix K of the QAP Manual

Appendix K - Examples of Materials Certificates/Exceptions (Signed by the Resident Engineer at the Completion of the Project)

Federal-aid Project No.: Project HP21L – 5055 – 111

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling

[X] and testing were in conformity with the approved plans and specifications.

[ ] All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders	[redacted]	7/7/07
Resident Engineer (Print Name)	**Resident Engineer (Signature)**	**(Date)**

Note: The signed original of this certificate is placed in the Resident Engineer's project files and one copy is mailed to the DLAE and filed under "Report of Expenditures."

See the attachment (next page)

Appendix K (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	**Concrete Sidewalk**	**8**	**1**	**When the measured slump exceeded the maximum limit, the entire concrete load was rejected.**
Sand Equivalent	**Aggregate for Structural Concrete**	**10**	**1**	**The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.**
Compaction	**Sub grade Material**	**12**	**1**	**One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.**
Compaction	**Hot Mix As-phalt**	**12**	**1**	**One failed area was noted. It was reworked and retested. The second test met specifications.**

Bill Sanders [redacted] July 4, 2007

Resident Engineer (Print Name) Resident Engineer (Signature) Date

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) ADOPTING AN UPDATED QUALITY ASSURANCE PROGRAM THAT PROVIDES SAMPLING AND TESTING PROCEDURES TO ENSURE THAT MATERIALS INCORPORATED INTO CONSTRUCTION PROJECTS ARE IN CONFORMANCE WITH THE CONTRACT SPECIFICATIONS AND CALTRANS REQUIREMENTS FOR FEDERAL-AID PROJECTS; AND 2) AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE QUALITY ASSURANCE PROGRAM.

WHEREAS, California Department of Transportation ("Caltrans") requires that all agencies receiving Federal-Aid funds through transportation grant programs adopt a Quality Assurance Program ("QAP"), and update the plan at least once every five years; and

WHEREAS, the QAP is required for any federally-funded construction project administered by Caltrans and, without an adopted QAP, Caltrans will not process the Construction Authorization; and

WHEREAS, the City Council adopted a QAP on February 4, 2014, per Resolution No. 2014-13, and last adopted a QAP on January 22, 2019, per Resolution No. 2019-3; and

WHEREAS, the Engineering & Public Works Department has quality assurance procedures for materials sampling and testing as part of the contract specifications for individual capital improvement projects, which are based on Caltrans, American Association of State Highway and Transportation Officials, and other nationally recognized specifications; and

WHEREAS, the Caltrans Office of Local Assistance updated its "Quality Assurance Program Manual for Use By Local Agencies" in 2011, which contains a sample QAP for local agencies to modify; and

WHEREAS, City staff has reviewed the QAP and determined no adjustments are necessary.

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 adopts the Quality Assurance Program, attached to the Agenda Report as Exhibit A, that provides sampling and testing procedures to ensure that materials incorporated into construction projects are in conformance with the contract specifications and Caltrans requirements for federal-aid projects.

Section 2: That the City Council hereby authorizes the City Manager or their designee, to execute the Quality Assurance Program.

Section 3: 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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Police Department**
Prepared by: **Ron Gutlay, Management Analyst II**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Agreement with the City of Chula Vista to Provide Animal Shelter Services and Related Administrative Services.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute an Agreement with the City of Chula Vista for Animal Shelter and Related Administrative Services for National City in a Not-to-Exceed Amount of $499,656 for Fiscal Year 2025."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City of Chula Vista, pursuant to previous agreements with the City of National City, has provided animal shelter and related administrative services to National City residents since 1991. The most recent agreement expired on June 30, 2024. Staff recommends entering into a new agreement with the City of Chula Vista for continuation of these services. Shelter services shall be provided at the facility located in the City of Chula Vista at 130 Beyer Way, Chula Vista, California, which provides a full range of animal control services to the citizens of Chula Vista.

The new agreement (see Exhibit A) would be effective on July 1, 2024 for an initial one-year term with the option to extend for four additional years. Services include the impounding, adoption, redemption, and the care and disposition of dogs, cats, and other small animals. The cost for the first year is the not-to-exceed amount of $499,656 that will be billed in monthly installments. Any redemption fees paid by National City residents will reduce the monthly invoice to the City. Further, should the City of National City have only one full time Animal Control Officer, the monthly invoice will be reduced by 15%.

FINANCIAL STATEMENT:
If approved, the cost for the first year will be up to $499,656. Appropriations for this contract are included in the FY25 Police Department's Budget in account 100-70-21-21100-7261 Emergency Animal Treatment. Subsequent year costs will be based on the average of animal intakes from the preceding three (3) calendar years, but will not increase or decrease by more than 5% from the prior year.

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 - Animal Services Agreement
Exhibit B - Resolution

CITY OF CHULA VISTA
AGREEMENT WITH CITY OF NATIONAL CITY
TO PROVIDE ANIMAL SHELTER SERVICES

This Agreement is entered into effective as of July 1, 2024("Effective Date") by and between the City of Chula Vista, a chartered municipal corporation ("City") and the City of National City, a California municipal corporation ("National City") (collectively, the "Parties" and, individually, a "Party") with reference to the following facts:

RECITALS

WHEREAS, City owns and operates an animal care facility, located at 130 Beyer Way, Chula Vista, California and provides a full range of animal control services to the citizens of Chula Vista; and

WHEREAS, on June 16, 2020, National City entered into an agreement of up to four (4) years with City for City to provide animal shelter services for the impounding, adoption, redemption, and the care and disposition of dogs, cats, and other small animals; and

WHEREAS, National City desires to enter into an new agreement with City, for City to continue to provide animal shelter services for the impounding, adoption, redemption, and the care of the disposition of dogs, cats, and other small animals; and

WHEREAS, City has the authority to enter into contracts with other agencies to provide such services.

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and National City hereby agree as follows:

1. TERM

1.1 Term. This Agreement shall commence on the Effective Date and shall terminate, subject to Sections 8.1 and 8.2 of this Agreement, one (1) year after the Effective Date; provided, however, provisions which expressly survive termination shall remain in effect. This Agreement may be extended in accordance with Exhibit A, Section 5.

2. SERVICES

2.1 Services. City shall provide general animal shelter, and related administrative services to the residents of National City to the extent and in the manner set forth herein.

A. Shelter Services. City shall provide the shelter services ("Shelter Services") to the residents of National City in the manner and type described below:

(1) **Shelter Location**. Shelter Services shall be provided at the facility located in the City of Chula Vista at 130 Beyer Way ("Facility").

(2) **Hours of Operation**. The Facility hours are 10:00am to 5:00pm, Tuesday through Friday, and 10:00am to 4:00pm on Saturday, and the Facility is closed daily from 12pm to 1pm. The Facility is closed on Sunday, Monday, and all major holidays.

a. City shall notify National City of changes to Facility hours in advance of such changes.

(3) **Types of Services.**

a. Strays. City shall accept strays at no charge to the National City residents.

b. Relinquishing Animals. National City residents may relinquish owned animals to the facility for euthanasia or adoption as space allows. There is a fee to the customer for the service.

c. Redeeming Animals. National City residents may redeem animals from the facility.

d. Holding. City agrees to hold all dogs and cats for the minimum holding period required by the California Food and Agricultural Code and other applicable state law. In accordance with applicable state code sections, animals with communicable diseases and severe injuries or illness may be euthanized prior to the expiration of the normal holding period. Veterinary medical care will be provided as needed for all impounded animals for the duration of their hold period as needed. City will attempt to notify owners of identified animals that their animal is in the custody of the City Animal Care Facility and advise them of the holding period. National City shall relinquish all animals held in the Facility and not claimed or adopted to City for disposition in accordance with all applicable laws, policies, or procedures as deemed appropriate by the City Animal Care Facility Administrator. Upon payment of all appropriate fees, City will release to the legal owner, any impounded domestic animal. City will have sole discretion, without recourse to National City, to release animals under special circumstances regardless of payment of fees.

i. No Medical Research. City will not sell or give any live animal to a medical research facility at any time or from any jurisdiction.

e. Spaying and Neutering. City will ensure all dogs, cats, and rabbits adopted from the shelter are spayed or neutered at the time of adoption. Additionally, the City will provide the public with low-cost spay/neuter information and assistance. This service is made possible through grants and donations as available.

f. Maintenance of Facility. City shall maintain its Facility in a humane manner and shall keep its Facility in a sanitary condition at all times. All services furnished by City shall be provided in accordance with local laws and the laws of the State of California. City shall use humane methods in the care, euthanizing, and disposition of any animal coming under its jurisdiction.

B. Administrative Services. City shall provide the following administrative services.

(1) **Meetings**. City will provide a representative to attend National City meetings that involve animal shelter issues upon request and with reasonable advance notice.

(2) **Meet and Confer**. Representatives from both Parties will meet in good faith regarding operational issues associated with the administration of this Agreement.

(3) **Reports**. City will provide monthly reports to National City, upon request. These reports will include the number of impounds, redemptions, euthanasians, service responses, and adoptions.

(4) **Notification**. City shall notify National City of the nature, circumstances, and status of major incidents. City will also provide, if requested, copies of all supporting documents and information involving the incident. National City will provide a list of its designated city officials to City and the recommended methods to contact the designated individuals.

(5) **Testimony**. When requested by National City, and at an additional cost, City shall make its employees and/or other percipient witness under its control, available for any challenge stemming from the services provided herein (including but not limited to Municipal Code citations) as needed to testify in a court of law, administrative or other proceeding. This duty shall survive the termination of this Agreement.

(6) **Training**.

a. Two Week Training. Upon National City's request, the City may agree to train incoming National City Animal Regulations Officers ("AROs") for a period of two (2) weeks. Training will include daily ride-alongs with City Animal Control Officer(s). Prior to commencing training, National City shall pay City a training fee of $2,000 per ARO.

b. Two Hour Training. Upon National City's request, the City may agree to have a City Animal Control Officer conduct a two-hour one-on-one training session for incoming National City AROs. Training will not include a ride along with City Animal Control Officer(s). Prior to commencing training, National City shall pay City a training fee of $75 per ARO.

3. EXCLUDED SERVICES

3.1 General. The following services are not included in the scope of services covered under this Agreement.

A. Indigenous Animals. City will not trap skunks, opossums or other indigenous small animals for the purpose of nuisance control. Wildlife will only be handled for purposes of public safety or for humane reasons. Cat traps will be provided and monitored by National City.

B. Dead and Injured Animals. Dead animals on private property are the responsibility of the property owner. Sick or injured animals are the responsibility of the animal owner.

C. Licensing. All dog licensing services will be provided and monitored by National City.

4. NATIONAL CITY OBLIGATIONS

4.1 Payment. National City shall pay the City the following amounts in the manner set forth herein.

A. Monthly Payments. Commencing on July 1, 2024 National City agrees to pay City $41,638 per month for FY 2024/2025 (July 1, 2024- June 30, 2025). If National City only maintains one (1) permanent full time Animal Regulation Officer on its workforce, National City may notify the City and receive a 15% reduction in monthly payments.

(1) **Invoices and Payment Date**. The City shall submit quarterly billing to National City the month following the billing period and that amount shall be due and payable within thirty (30) calendar days of the invoice date.

(2) **Redemption Fees**. Monthly payments shall be reduced by any redemption fees collected under this Agreement.

B. Contract Extension Pricing. Pricing for each subsequent fiscal year and contract extensions shall be based on an average of animal intakes from the preceding three (3) calendar years. Pricing cannot increase or decrease by more than 5% from the prior year.

(1) No later than April 30 each year, the City will notify National City of the actual animal intakes for the preceding calendar year, and the proposed contract pricing for the upcoming fiscal year.

(2) If National City desires to extend the term, it shall notify City in writing no later than May 31 of each year that it accepts the proposed contract pricing for the upcoming fiscal year in accordance with Exhibit A, Section 5.

C. Cat and Dog Spay/Neuter Clinics. As long as the Facility receives grants and donations for monthly low cost spay/neuter clinics, the City will provide this service at no cost to National City. If grants/donations do not cover monthly clinics National City will pay $1,500 per clinic up to four (4) clinics per year.

4.2 Support Services.

A. Provision of Data. National City shall provide City with a current listing of all animal licenses issued, including permits or licenses for dogs, cats, dangerous dogs or animals, exotic animals, kennels, pet shops, ranches or farms, dog shows, obedience trials, and circuses.

B. Notice of Scheduled Meetings. National City shall notify City at least seventy-two (72) hours in advance of any animal-related issues, which are anticipated to be scheduled on an agenda for the City Council or any legislative or administrative body of National City when City employees will be required to appear.

C. Police Services. National City shall provide all required police services within National City, including providing police backup upon request of a City Animal Control Officer. Nothing in this Agreement shall impose a duty on the City or City's Animal Control Officers to provide any services within the boundaries of the City of National City.

D. Legal Representation. Notwithstanding any contrary provision in this Agreement, National City will provide legal representation at its sole cost and expense in cases of public nuisance, dangerous and potentially dangerous animal cases, and for lawsuits, claims, or litigation pertaining to those cases which are based upon or arise from the actions of National City including its Animal Regulation officers and employees.

5. FEES

5.1. Fees Charged to National City Residents. National City residents shall be required to pay fees for certain services provided for Animal Care by the City.

A. Relinquishment, Redemption, and Services. Fees for relinquishment, redemption, and other services provided will be charged in accordance with City's master fee schedule unless otherwise agreed to separately in writing with National City.

5.2. Fee Updates. Periodically, City may update fees to account for increased costs. As new fees are adopted, for the purpose of this Agreement, such fees shall replace existing fees.

6. INDEMNIFICATION

6.1. National City Duty to Indemnify City. National City shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, agents, and volunteers, from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons in any manner arising out of, related to, or in connection with the destruction of any animal delivered to and accepted by the Animal Care Facility from National City residents. In addition, this indemnity provision shall cover any alleged acts, omissions, negligence, or willful misconduct of National City, its officials, officers, employees, agents, and volunteers. This indemnity provision, however, does not include any claims, damages, liability, costs and expenses (including without limitations, attorney's fees) arising from the sole negligence or sole willful misconduct of the City, its officers, employees, agents, and volunteers.

6.2. City duty to Indemnify National City. City shall indemnify and hold National City, its elected officials, employees, officers, agents and representatives harmless for any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the City, or its employees, agents, and officers, arising out of any services performed under this Agreement. City's duty to defend and indemnify shall not extend to any claims or liabilities arising from the sole negligence or sole willful misconduct of National City, its agents, officers or employees.

6.3 Costs of Defense and Award. Included in the obligations in Sections 6.1 and 6.2, above, is the Indemnitor's obligation to defend, at Indemnitor's own cost, expense and risk, any and all aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnitee, its directors, officials, officers, employees, agents and/or volunteers. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitee, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expense and cost incurred by each of them in connection therewith.

6.4. Obligations Not Limited or Modified. Indemnitor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitee, its directors, officials, officers, employees, agents, and/or volunteers.

6.5. Enforcement Costs. Indemnitor shall pay any and all costs Indemnitee incurs enforcing the indemnity and defense provisions set forth in Section 6.

6.6 Survival. Indemnitor's obligations under Section 6 shall survive the termination of this Agreement.

7. FORCE MAJEURE

7.1 Definition. An Event of Force Majeure means an occurrence beyond the control and without the fault or negligence of a Party, including but not limited to unusually severe weather, flood, earthquake, fire, lightning, and other natural catastrophes, acts of God or the public enemy, war, terrorist act, riot, insurrection, civil disturbance or disobedience, strike, labor dispute, road impediments, expropriation or confiscation of facilities, changes of applicable law, laws or orders related to pandemics, such as COVID-19, or sabotage of facilities, so long as such Party makes good faith and reasonable efforts to remedy the delays or failures in performance caused thereby.

7.2 Force Majeure. The Parties shall be excused for any delay or failure to perform its duties and obligations under this Agreement to the extent that such failure or delay is caused by an Event of Force Majeure as set forth in Section 7.1. Delay or failure in performance by a Party which is the result of an Event of Force Majeure set forth in Section 7.1 shall be deemed excused for a period no longer than the delay or failure in performance caused by such Event.

City reserves the right, at its sole discretion, to temporarily suspend, change and resume the type and frequency of services provided to comply with Federal, State, County and City laws or orders in response to an Event of Force Majeure. Examples of changed or limited services include but are not limited to closing the shelter to the public or offering essential services by appointment only, such as identifying a lost pet, and suspending in-person services such as vaccinations, licensing, owner surrenders, microchipping, trap rental, and spay-neuter services. Resources and staffing allowing, City will make reasonable efforts to educate the public of service changes through its webpage and social media platforms, as well as to provide services such as adoptions and licensing through its website or by email.

7.3 Notice. Each party shall give written notice to the other party as soon after becoming aware of the delay or failure in performance caused by an Event of Force Majeure as is reasonably possible, but in any event within five (5) working days after the party becomes aware of such delay or failure.

7.4 No Adjustments. No Event of Force Majeure shall be a basis for monetary adjustment to amounts payable under this Agreement.

8. TERMINATION

8.1 Termination for Cause. If, through any cause, either party shall substantially fail to fulfill in a timely and proper manner any obligation under this Agreement, or violate any of its covenants, agreements or conditions, the Party not in breach shall have the right to terminate this Agreement by giving written notification of such termination and specifying the effective date thereof at least five (5) days before termination. If the Agreement is terminated by National City as provided for in this paragraph, City shall be entitled to receive just and equitable compensation for all services performed prior to the effective date of

such termination, and the payments shall be prorated should the effective date of termination not end on the last day of the month. If the Agreement is terminated by the City as provided for in this paragraph, National City shall be entitled to continue to receive services under this Agreement up until the effective date of such termination.

8.2 Termination for Convenience. Either Party may terminate this Agreement at any time and for any reason, by giving specific written notice of such termination and specifying the effective date thereof at least ninety (90) days before the effective date of such termination. If the Agreement is terminated by National City as provided for in this paragraph, City shall be entitled to receive just and equitable compensation for all services performed prior to the effective date of such termination and the payments shall be prorated if the effective date of termination not be on the last day of the month. If the Agreement is terminated by the City as provided for in this paragraph, National City shall be entitled to continue to receive services under this Agreement up until the effective date of such termination.

9. GENERAL PROVISIONS

9.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties. All prior negotiations and agreements are merged into this Agreement.

9.2 Assignment. This Agreement or any right or privilege hereunder shall not be assigned to another by any Party without the express written consent of the other Party. Consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any such assignment without such consent shall be void.

9.3 Authority. The person(s) executing this Agreement for the Parties warrants and represents that they have the authority to execute same on behalf of each Party and to bind each respective Party to its obligations hereunder without any further action or direction from any board, principle or officer thereof.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

9.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All recitals and exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

9.6 Good Faith. The Parties promise to use their best efforts to satisfy all conditions to this Agreement and to take all further steps and execute all further documents reasonably necessary to put this Agreement into effect. Both Parties agree to meet and confer in good faith regarding operational matters upon request.

9.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

9.8 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

9.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

9.11 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

9.12 Reference to Sections. Each reference in this Agreement to a section refers, unless otherwise stated, to a section in this Agreement.

9.13 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or National City shall be deemed to be both covenants and conditions.

9.14 Severability. In the event that any phrase, clause, paragraph, section or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining portions of this Agreement shall not be affected and shall remain in force and effect to the fullest extent permitted by law.

9.15 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and any exhibits, the exhibit of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9.16 Compliance with Law. The Parties shall, at their sole cost and expense, comply with all the requirements of municipal, state, and federal authorities now in effect or which may hereafter be in effect related to this Agreement.

9.17 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement, against either Party, unless a claim has first been presented in writing, filed with and acted upon by the alleged offending Party in accordance with the procedures set forth in its respective Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by each Party in the implementation of same. Upon request by either Party, the Parties shall meet and confer in good faith for the purpose of resolving any dispute over the terms of this Agreement

9.18 Fees. In the event any action or proceeding shall be instituted in connection with this Agreement, including without limitation the enforcement of any indemnification obligation contained herein, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' fees and costs incurred in bringing or defending such action or proceeding and/or enforcing any judgment granted.

9.19 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.

9.20 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

9.21 No Waiver. No failure of either Party to insist upon the strict performance by the other Party of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default. The consent or approval to or of any act requiring consent or approval shall not be deemed to waive or render unnecessary future consent or approval for any subsequent similar acts. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

9.22 Additional Rights. No rights other than those specifically identified herein shall be implied from this Agreement.

9.23 Cumulative Remedies. All rights, options, and remedies contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and each Party shall have the right to pursue any one or all of such remedies or to seek damages or specific performance in the event of any breach of the terms hereof or to pursue any other remedy or relief which may be provided by law or equity, whether or not stated in this Agreement.

9.24 Independent Contractor. Unless otherwise stated in this Agreement, all persons employed in the performance of services and functions for National City under this Agreement shall be City employees, agents, or contractors thereof. No National City employee shall perform services or functions that City is obligated to provide under this Agreement. All City employees who are employed by City to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to City employees and shall not be entitled, as a result of providing services pursuant to this Agreement, to any additional rights and privileges given to National City employees. National City shall not be liable for the direct payment of any salaries, wages, or the compensation to City personnel, agents, or contractors performing services pursuant to this Agreement, or any liability other than that provided for in this Agreement. Unless specified otherwise, National City shall not be liable for compensation or indemnity to any City employee, agent, or contractor for injury or sickness or any other claims arising out of his or her employment. City is an independent contractor, and no agency relationship, either expressed or implied, is created by the execution of this Agreement.

(End of page. Next page is signature page.)

SIGNATURE PAGE
TO
CITY OF CHULA VISTA AGREEMENT
WITH
CITY OF NATIONAL CITY
TO PROVIDE ANIMAL SHELTER SERVICES

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and National City agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

CITY OF NATIONAL CITY

BY:_____

BEN MARTINEZ
CITY MANAGER

CITY OF CHULA VISTA

BY: _____

MARIA KACHADOORIAN
CITY MANAGER

APPROVED AS TO FORM

BY: _____
BARRY J. SCHULTZ
CITY ATTORNEY

APPROVED AS TO FORM

BY: _____
MARCO A. VERDUGO
CITY ATTORNEY

EXHIBIT A
NOTICES AND ADDITIONAL TERMS

1. **Contact People for Contract Administration and Legal Notice:**

A. CITY OF CHULA VISTA
City Manager, or designee
276 Fourth Avenue
Chula Vista, CA 91910

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. City Manager, and his/her designee
1243 National City Blvd
National City, CA 91950

For Legal Notice Copy to:
City of National City
City Attorney
1243 National City Blvd, National City, CA 91950
619-336-4220
attorney@nationalcityca.gov

Changes. If the Administrator, designee or address of either party changes, notice of the change shall be sent to the other party. After the receipt of the notice of change, all future notices or demands shall be sent to the new contact for notices indicated by the notice of change.

2. **Reserved**

3. **Term:** In accordance with Section 1.1 of this Agreement, the term of this Agreement shall begin July 1, 2024 and end on June 30, 2025, subject to extension as set forth in Section 5 below.

4. **Reserved**

5. **Special Provisions:**

☒ Notwithstanding the completion date set forth in Section 3 above, the Parties may extend this Agreement for four (4) additional terms, defined as a one-year increment, for a total Agreement duration of five (5) years**.** The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the Parties exercise an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 of the Agreement may be increased in accordance with Agreement Section 4.1.B. for each extension. National City shall give written notice to City of its election to exercise the extension at least thirty (30) days prior to the expiration of the term.

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE CITY OF CHULA VISTA FOR ANIMAL SHELTER AND RELATED ADMINISTRATIVE SERVICES FOR NATIONAL CITY IN A NOT-TO-EXCEED AMOUNT OF $499,656 FOR FISCAL YEAR 2025.

WHEREAS, the City of Chula Vista ("Chula Vista") owns and operates an animal care facility located at 130 Beyer Way in Chula Vista, which provides a full range of animal control services to the citizens of Chula Vista; and

WHEREAS, since 1991, the City of National City ("City") has entered into previous agreements with Chula Vista where Chula Vista has provided animal shelter and related administrative services to City; and

WHEREAS, based on the satisfactory services previously provided to the City by Chula Vista, City desires to enter into a new one-year agreement with the City of Chula Vista for the continued provision of animal shelter services for the impounding, adoption, redemption, and care and disposition of dogs, cats, and other small animals, effective July 1, 2024 with options to extend the Agreement for four (4) additional one-year terms, for the not-to-exceed amount of $499,656 for Fiscal Year 2025; and

WHEREAS, the pricing for each subsequent fiscal year and contract extensions shall be based on the average of animal intakes from the preceding three (3) calendar years, but the pricing cannot increase or decrease by more than 5% from the prior year.

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

Section 1: That the City Council hereby authorizes the City Manager to execute an agreement with the City of Chula Vista for animal shelter and related administrative services for the City of National City for the not-to-exceed amount of $499,656 for Fiscal Year 2025, effective July 1, 2024 with options to extend for four (4) additional one-year terms. The Agreement is attached to the Agenda Report as Exhibit A.

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

PASSED and ADOPTED this 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Ricardo Rodriguez, Assistant Engineer-Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Agreement with the Solana Center for Environmental Innovation for Senate Bill (SB) 1383 Compliance Support Services.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute an Agreement with the Solana Center for Environmental Innovation for SB 1383 Compliance Support Services for a Not-to-Exceed Amount of $165,976, and 2) Authorizing the Re-Budgeting of the Appropriation in the Amount of $165,976 in the Trash Rate Stabilization Fund."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In 2020, the Department of Resources Recycling and Recovery (CalRecycle) adopted regulations to implement the organic waste reduction and edible food recovery targets set forth in SB 1383 Regulations. These SB 1383 Regulations impose certain requirements on local jurisdictions pertaining to the implementation of organic waste recycling programs including, but not limited to, requirements to provide education and outreach and to establish an edible food recovery program for entities that must comply, namely commercial edible food generators.

On April 27, 2022, CalRecycle awarded the City of National City a grant in the amount of $89,461 for the SB 1383 Local Assistance Grant Program. On August 2, 2022, the City Council ratified acceptance of those funds through adoption of Resolution No. 2022-121. The period of performance to deliver the grant objectives was initially set to end on end on May 2, 2024, but was extended to November 1, 2024.

On May 2, 2023, through adoption of Resolution No. 2023-46, the City of National City entered into an agreement with Solana Center for the full grant amount of $89,461 to provide specialized support services for SB 1383 compliance.

The Regional Solid Waste Association (RSWA) is a joint powers authority comprised of the following six (6) regular members: the City of Del Mar, the City of Encinitas, the City of National City, the City of Poway, the City of Solana Beach, and the City of Vista. On October 1, 2020, the RSWA Board of Directors entered into an agreement (RSWA Agreement) with Solana Center to provide services to support compliance with the requirements of SB 1383.

RSWA also executed the following amendments: Amendment No. 1 dated May 26, 2021, Amendment No. 2 dated December 15, 2021, Amendment No. 3 dated April 15, 2022,

Amendment No. 4 dated October 10, 2022, Amendment No. 5 dated June 6, 2023, and Amendment No. 6 dated July 31, 2023. Amendment No. 6 provides updated unit prices for Solana Center's services.

On November 7, 2023, the City submitted a grant application through the SB 1383 Local Assistance Grant Program. On February 26, 2024, CalRecycle notified the City it had been awarded a grant in the amount of $165,976. The period of performance to deliver the project ends on April 1, 2026. Subsequently, on May 21, 2024, through adoption of Resolution No. 2024-44, the City of National City accepted the grant and established appropriations for use of funds. Since the funds associated with the May 2, 2023 agreement have been expended, the agreement can be terminated and a new agreement is being established with the intention of aligning the scope and contractual requirements with the latest CalRecycle performance period.

Staff recommends entering into an agreement with Solana Center for a new total commitment of $165,976, which is the full amount of the grant that was awarded by CalRecycle for this purpose. This agreement will allow Solana Center to continue providing the support services needed to develop National City's Food Recovery Program in Compliance with SB 1383.

FINANCIAL STATEMENT:
Consultant services are fully funded through the CalRecycle grants. As of November 1, 2024, the consultant has expended all $89,461 of the original contract amount per agreement dated May 2, 2023. The new grant award of $165,976 is anticipated to cover all services under the new agreement, which will become effective on November 1, 2024 and terminate on April 1, 2026. The contract will be accounted for in the Trash Rate Stabilization Fund (#172). While appropriations were originally established in FY 2024 based on the receipt of the grant funds, the timing of this contract award necessitates that they be re-budgeted in FY 2025.

New Contract Amount - $165,976
Revenue Account: Fund Balance in Fund 172
Expenditure Account No. 172-85-31-31600-7299-

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Health, Environment, and Sustainability

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Agreement
Exhibit B - Resolution

AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SOLANA CENTER FOR ENVIRONMENTAL INNOVATION

THIS AGREEMENT is entered into on this 1st day of November, 2024 by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and SOLANA CENTER FOR ENVIRONMENTAL INNOVATION, a California nonprofit corporation (the "CONSULTANT").

R E C I T A L S

WHEREAS, in 2020, the Department of Resources Recycling and Recovery ("CalRecycle") adopted regulations to implement the organic waste reduction and edible food recovery targets set forth in Senate Bill 1383 (the "SB 1383 Regulations"), which regulations impose certain requirements on local jurisdictions pertaining to the implementation of organic waste recycling programs including, but not limited to, requirements to provide education and outreach and to establish an edible food recovery program.

WHEREAS, on February 26, 2024, CalRecycle awarded CITY a grant under the SB 1383 Local Assistance Grant Program in the amount of $165,976 (the "Grant").

WHEREAS, on May 21, 2024, the City Council adopted Resolution No. 2024-44 accepting the Grant from CalRecycle in the amount of $165,976 for CITY's Edible Food Recovery Program.

WHEREAS, CITY is a member of the Regional Solid Waste Association ("RSWA"), a joint powers authority comprised of the CITY and the cities of Del Mar, Encinitas, Poway, Solana Beach, and Vista.

WHEREAS, on October 1, 2020, RSWA entered into an agreement with CONSULTANT to provide services to support compliance with the requirements of SB 1383, which agreement was subsequently amended six times.

WHEREAS, CITY and CONSULTANT previously entered into an agreement on May 2, 2023 for CONSULTANT to provide specialized support services for SB 1383 compliance, utilizing funding from a prior CalRecycle grant.

WHEREAS, the funding from the prior CalRecycle grant has been expended.

WHEREAS, the CITY desires to continue to employ a consultant to provide SB 1383 compliance support services for CITY's Edible Food Recovery Program utilizing the Grant funds.

WHEREAS, the CITY has determined that the CONSULTANT is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide the SB 1383 compliance support services desired by the CITY, and the CONSULTANT is willing to perform such services.

WHEREAS, CITY and CONSULTANT desire to terminate the May 2, 2023 agreement between the parties and replace it with this Agreement.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide SB 1383 compliance support services and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on November 1, 2024. The duration of this Agreement is for the period of November 1, 2024 through March 31, 2026. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise one (1) one-year extension. Any time extension of this Agreement must be approved in writing by the City Manager.

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

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

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Director of Public Works / City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Mallika Sen, Environmental Solutions Director, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed $165,976.00. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY. Any requested modification to the rates set forth in Exhibit "A" may be approved in writing by the City Manager, provided that no such modification shall change the not-to-exceed amount set forth in this section.

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

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

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

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

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

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

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

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in

this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.

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

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

12. **STANDARD OF CARE.**

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

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

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

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

conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION**.

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

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in

PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

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

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

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

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

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

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

C. **Commercial General Liability Insurance**, with minimum limits of either $2,000,000 per occurrence and $4,000,000 aggregate, or $1,000,000 per occurrence and $2,000,000 aggregate with a $2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The

"project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

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

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

G. The Certificate Holder for all policies of insurance required by this Section shall be:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

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

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

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

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing

party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

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

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 30-day's written notice to the CONSULTANT. During said 30-day period the CONSULTANT shall perform all services in accordance with this Agreement.

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

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

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

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

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello
Director of Public Works / City Engineer
Engineering & Public Works Department
City of National City
1243 National City Boulevard

National City, CA 91950-4397

To CONSULTANT:

Jessica Toth
Executive Director
Solana Center for Environmental Innovation
137 N. El Camino Real
Encinitas, CA 92024
Telephone: (760) 436-7986 Ext. 713
Email: jessica.toth@solanacenter.org

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

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

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NATIONAL CITY

By: _____
Ronald Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

SOLANA CENTER FOR ENVIRONMENTAL INNOVATION, a California nonprofit corporation
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
Jessica Toth
Executive Director

EXHIBIT"A"

NATIONAL CITY SB1383 PRICING - RSWA AGREEMENT WITH SOLANA CENTER FOR ENVIRONMENTAL INNOVATION

Task	Units	Cost per Unit
Task 1: Create & deliver webinars for generators		
- Webinars can be offered to individual cities; however, there are cost-saving opportunities for RSWA cities to jointly participate, especially given that workshops will be virtual, not geographically dispersed. - Where the given topic exists in our library already, the cost of new content development will not apply. - Solana Center will develop content, promote, and host interactive webinars to prepare commercial and residential constituents for curbside organics collection. Content of webinar will cover requirements and provide how-to examples for sorting and disposal. - The delivered format will be one-hour of content and discussion with interactive sharing platforms. - Webinars will be provided with written and audio content in English. Viewers of live and of recorded webinars can access Spanish closed captioning. - Participating cities will receive a social media toolkit to promote webinars through their own channels. - Recordings will be provided to participating cities and will be available to webinar registrants following the live presentation.		
Task 1.1: Webinars	per webinar *(shared by all participating cities)*	$2,000)
Task 1.2: Communication & tracking per city	per webinar *(for each city individually)*	$250)
Task 1.3: New webinar content development, only if requested	per new topic *(shared by all participating cities)*	$5,000)
Task 1.4: Spanish closed caption, only if requested	per webinar *(shared by all participating cities)*	$1,000)
Task 2: Provide individual technical assistance to businesses		
- One-on-one technical assistance (TA) consultations will be offered in-person to food generators. Two types of TA are offered – abbreviated and extensive. - Abbreviated TA ensures that each business receives complete information about gaps in their compliance with resources to become compliant. This TA option provides generalized guidance to businesses to get them started but very limited handholding. - Extensive TA provides more in-depth guidance that is customized to ensure food recovery programs are established and solutions for disposal are installed. - Extensive TA consultations include a visual waste assessment, assistance setting up food donation, recommendations for improving organic waste diversion practices, and reporting. - Driving time and mileage will be charged separately as set forth in Task 5.		
Task 2.1: In-person technical assistance (abbreviated TA for any size business)	per business	$575)
Task 2.2: In-person Tier 1 technical assistance	per business	$1,200)
Task 2.3: In-person Tier 2 technical assistance	per business	$800)
Task 2.4: Communication, scheduling, & guidance with businesses	hourly	$100)

Task 3: Inspect commercial generators & food recovery agencies		
- Solana Center will inspect commercial edible food generators and food recovery agencies in-person. - Communication, scheduling, and follow-up guidance with businesses and agencies will be charged on an hourly basis. - The number of inspections will vary by city, according to the number of entities and each city's preferences. - Driving time and mileage will be charged separately as set forth in Task 5.		
Task 3.1: In-person inspections for Tier 1 commercial generators	per business	$575)
Task 3.2: In-person inspections for Tier 2 commercial generators	per business	$575)
Task 3.3: In-person inspections of food recovery agencies	per agency	$575)
Task 3.4: Communication, scheduling, & guidance with businesses	hourly	$100)
Task 4: Implementation assistance for cities, as needed		
This task may be used upon request by a city.		
Assist with SB 1383 implementation tasks: Examples may include website review, business compliance letter assistance, pre-work set-up for business site visits, EAR support, feedback from other meetings relevant to city (e.g., TAC), additional stakeholder engagement support, and rescue database update.	hourly	$100)
Task 5: Hard costs		
Solana Center will charge each city directly for drive time and mileage expense incurred in conjunction with providing technical assistance and inspections.		
Task 5.1: Drive time (@ $75/hour)	per trip	$75)
Task 5.2: Mileage (@ $0.655/mile or current Federal mileage rate)	per trip	$0.655)
Task 6: Manage SB 1383 support services (RSWA)		
- This task includes communicating as needed with RSWA, city staff members, and other stakeholders as needed (up to 3 hours/city each month). - Additional one-on-one communication with individual cities, above the 3 hours allocated, will be billed to the city under Task 4, subject to written authorization from city. - Solana Center will provide quarterly updates at RSWA board meetings. - Separate monthly invoices and reports will be provided to each city and to RSWA. - Solana Center will seamlessly manage all aspects of the contracted work. - Cost includes time to monitor program progress, prepare relevant documentation, present findings, and manage schedules. - RSWA will cover the entire cost of this task on behalf of each participating city.		
Task 6.1: Stakeholder engagement (RSWA contribution up to $2,700)	hourly	$100)
Task 6.2: Reporting & accounting (RSWA contribution up to $3,150)	hourly	$100)
Task 6.3: Overall RSWA Program Management	monthly	$550)
Additional RSWA Contribution	for National City	$7,900)

**tasks requested by the City not to exceed $165,976*

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE SOLANA CENTER FOR ENVIRONMENTAL INNOVATION FOR SB 1383 COMPLIANCE SUPPORT SERVICES FOR A NOT-TO-EXCEED AMOUNT OF $165,976, AND 2) AUTHORIZING THE RE-BUDGETING OF THE APPROPRIATION IN THE AMOUNT OF $165,976 IN THE TRASH RATE STABILIZATION FUND

WHEREAS, in 2020, the Department of Resources Recycling and Recovery ("CalRecycle") adopted regulations to implement the organic waste reduction and edible food recovery targets set forth in SB 1383, which regulations impose certain requirements on local jurisdictions including, but not limited to, requirements to provide education and outreach and to establish an edible food recovery program; and

WHEREAS, on April 27, 2022, CalRecycle awarded the City of National City ("City") a grant in the amount of $89,461 to implement programs for compliance with SB 1383 (the "Original Grant"); and

WHEREAS, the performance period for the Original Grant was set to end on May 2, 2024, but was subsequently extended to November 1, 2024; and

WHEREAS, the City is a member of the Regional Solid Waste Association ("RSWA"), a joint powers authority comprised of the City and the cities of Del Mar, Encinitas, Poway, Solana Beach, and Vista; and

WHEREAS, on October 1, 2020, RSWA entered into an agreement with Solana Center for Environmental Innovation ("Solana Center") to provide services to support compliance with the requirements of SB 1383, which agreement was subsequently amended six times; and

WHEREAS, on May 2, 2023, the City Council adopted Resolution No. 2023-46 authorizing entering into an agreement ("Original Agreement") with Solana Center to provide specialized support services for SB 1383 compliance (the "Services") for the full Original Grant amount of $89,461; and

WHEREAS, on June 4, 2024, the City Council adopted Resolution No. 2024-54 authorizing a First Amendment to the Original Agreement to extend the agreement by one year to April 30, 2025; and

WHEREAS, on November 7, 2023, the City submitted a grant application for the SB 1383 Local Assistance Grant Program; and

WHEREAS, on February 26, 2024, CalRecycle awarded the City a new grant in the amount of $165,976, with a performance period ending on April 1, 2026 (the "Grant"); and

WHEREAS, on May 21, 2024, the City Council adopted Resolution No. 2024-44 accepting the Grant and establishing an appropriation for the use of Grant funds; and

WHEREAS, because the performance period for the Original Grant has ended and the funds from the Original Grant have been expended through the Original Agreement, both parties

desire to enter into a new agreement to account for the new funding and performance period under the Grant and align the scope and contractual requirements with the Grant; and

WHEREAS, based on the satisfactory services previously provided to the City by Solana Center and their experience, expertise, and reliability providing the Services, City staff recommends executing a new agreement with Solana Center for a not-to exceed amount of $165,976 and re-budgeting the prior appropriation of the Grant to fund the new agreement with Solana Center.

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 an agreement with the Solana Center for Environmental Innovation in the not-to-exceed amount of $165,976 for SB 1383 Compliance Support Services. The Agreement is attached to the Agenda Report as Exhibit A.

Section 2: That the City Council hereby authorizes re-budgeting the appropriation of $165,976 in the Trash Rate Stabilization Fund to fund the new agreement.

Section 3: 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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Human Resources**
Prepared by: **Lydia Flores-Hernandez, Human Resources Director**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Amendments and Additions to the City of National City's Schedule of Job Classifications and the Management and Confidential Positions Salary Schedule.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Creating Three (3) New Job Classifications, Revising the Job Descriptions for Six (6) Existing Job Classifications, Approving Two (2) Reclassifications, and amending the National City Confidential and Management Positions Salary Schedules to Reflect the New Job Classifications."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On October 2, 2024, the Civil Service Commission approved the revision of the creation of the Passport Acceptance Agent classification, and on October 30, 2024, approved the revision of six (6) existing job classifications and the creation of two (2) new classifications as shown in Exhibit A to the resolution. The Civil Service Commission also approved the reclassification of Executive Assistant IV position to Management Analyst III and the Information Technology Technician to Senior Information Technology Analyst.

EXPLANATION:
The Civil Service Commission approved Staff's recommendations to revise the existing job classifications of Deputy Fire Marshal, Management Analysts I/II/III, PIO/Management Analyst III, and Traffic Office Coordinator. Updating job classifications is essential to ensure that roles accurately reflect current responsibilities and skills. As business needs and technology evolve, job functions and expectations often shift, requiring reclassification to align with the actual duties employees perform. This process helps clarify expectations and enhance recruitment by providing a clear picture of the role's requirements. Additionally, updated classifications support employee development by defining career paths and promotional opportunities within the organization, ultimately contributing to higher job satisfaction and retention.

The creation of the Human Resources Analyst I and Supervising Human Resources Analyst classifications is intended to make the Human Resources Department fully operational and capable of meeting its objectives effectively. By adding these roles, we ensure that the department has the appropriate range of skills and expertise needed to handle its full scope of responsibilities. This strategic adjustment addresses current gaps in capacity, supports a balanced workload distribution, and enhances the department's overall functionality, enabling it to achieve its mission more comprehensively and efficiently.

The Passport Acceptance Agent will serve the City Clerk's Office in processing the high volume of passport applications accepted through the Office of the City Clerk. The new position of Passport Acceptance Agent was created to streamline and improve the passport issuance

process, ensuring that the public has convenient access to this service. By dedicating a specific individual to process passport applications, the organization would increase efficiency, reduce processing times, and enhance customer service. This position will be funded by the revenue generated through the collection of passport issuance fees. This approach allows the City to meet growing demand without impacting other budget areas, ensuring the role is financially supported by the service it provides.

Lastly, the Civil Service Commission approved the reclassification of the Executive Assistant IV to Management Analyst III and Information Technology Analyst to Senior Information Technology Analyst.

Once classifications are approved by the Civil Service Commission, the City Council is responsible for setting compensation for each of these classifications The new Passport Acceptance Agent classification salary range and steps, as shown in Exhibit B, were set by comparison of the duties and salaries of current equivalent positions within the organization. The Passport Acceptance Agent classification, due to the nature of the position's responsibilities, would be placed in the Confidential Unit and at a salary range of $3,758.51 – $4,570.37 per month. The new Human Resources Analyst I and Supervising Human Resources Analyst would be placed in the Management Unit. The Human Resources Analyst I at a salary range of $4,562.91 - $6,943.31 per month and the Supervising Human Resources Analyst at a salary range of $6,186.93 - $9,421.64 per month.

FINANCIAL STATEMENT:
The Passport Acceptance Agent classification will be utilized to hire qualified staff on an hourly basis. The City Clerk's Office has evaluated the need for additional support. The cost associated with the service is being offset by the fees collected for passport acceptance processing. The Human Resources Analyst I position will be covered by reallocating the current Executive Assistant IV role to Human Resources Analyst I will result in an annualized cost increase of approximately $908.41. The Executive Assistant IV has been vacant since August 2024, as such there will be no impact on the current fiscal year budget. The reclassification of the Information Technology Technician to Senior Information Technology Analyst will result in an annualized cost increase of approximately $29,260.43. The reclassification of the Executive Assistant IV position to Management Analyst III will result in an annualized cost increase of approximately $23,649.28.

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

EXHIBITS:
Exhibit A - Resolution
Exhibit B – Proposed Job Classifications
Exhibit C – Proposed National City Confidential Employees Salary Schedule
Exhibit D – Proposed National City Management Employees Salary Schedule
Exhibit E – Proposed Human Resources Organizational Chart

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, CREATING THREE (3) NEW JOB CLASSIFICATIONS, REVISING THE JOB DESCRIPTIONS FOR SIX (6) EXISTING JOB CLASSIFICATIONS, APPROVING TWO (2) RECLASSIFICATIONS, AND AMENDING THE NATIONAL CITY CONFIDENTIAL AND MANAGEMENT POSITIONS SALARY SCHEDULES TO REFLECT THE NEW JOB CLASSIFICATIONS

WHEREAS, City staff recommends approving the revision of the job description for the existing Deputy Fire Marshal and Management Analysts I/II/III classifications; and

WHEREAS, City staff recommends approving the revision of the job description for the existing PIO/Management Analyst III classification and changing the title to Public Information Officer; and

WHEREAS, City staff recommends approving the revision of the job description for the existing Stop Grant Coordinator classification and changing the title to Traffic Office Coordinator; and

WHEREAS, City staff recommends creating the new classifications of Passport Acceptance Agent, Human Resources Analyst I, and Supervising Human Resources Analyst; and

WHEREAS, the Civil Service Commission of the City of National City approved the revision of the six (6) existing classifications and the creation of the three (3) new classifications, all discussed above and as shown in Exhibit B, at their regular meetings on October 2nd and October 30th, 2024; and

WHEREAS, the Civil Service Commission also approved the reclassification of the existing position of Executive Assistant IV position to Management Analyst III and the existing position of Information Technology Technician to Senior Information Technology Analyst; and

WHEREAS, City staff recommends setting the Passport Acceptance Agent salary range and steps within the Confidential unit as shown in Exhibit C; and

WHEREAS, City staff recommends setting the Human Resources Analyst I and Supervising Human Resources Analyst salary ranges and steps within the Management unit as shown in Exhibit D.

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 revisions to the job descriptions for the positions of Deputy Fire Marshal, Management Analysts I/II/III, Public Information Officer, and Traffic Office Coordinator.

Section 2: That the City Council hereby authorizes the creation of the classifications of Human Resources Analyst I, Supervising Human Resources Analyst, and Passport Acceptance Agent.

Section 3: That the City Council hereby authorizes the reclassification of the existing position of Executive Assistant IV position to Management Analyst III and the existing position of Information Technology Technician to Senior Information Technology Analyst.

Section 4: That the City Council hereby authorizes the amendment to the Confidential Salary Schedule to add the Passport Acceptance Agent classification as shown in Exhibit C.

Section 5: That the City Council hereby authorizes the amendment to the Management Salary Schedule to add the Human Resources Analyst I and Supervising Human Resources Analyst classifications as shown in Exhibit D.

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 19th day of November, 2024.

_____

Ron Morrison, Mayor

ATTEST:

_____

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____

Barry J. Schultz, City Attorney

DRAFT

DEPUTY FIRE MARSHAL	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved:

DEFINITION

Under general direction of the Division Chief, to perform administrative duties and technical inspection and investigative work in enforcing compliance with laws, codes, ordinances, and regulations pertaining to the prevention and control of fires; and perform related work as required.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

Acts as on-call investigator; serves as Acting Fire Marshal in the absence of the Division Chief; interprets and enforces all codes, ordinances, and regulations pertaining to the prevention and control of fire, storage and handling of explosives, flammable liquids, compressed gases, acids, and other combustible and/or hazardous materials which create fire hazards; supervises, trains, and evaluates subordinates; manages complaints and code referrals; conducts plan reviews for code compliance related to new construction and alterations and consults with architects and developers related to fire safety issues; performs fire safety inspections of new construction, new and existing businesses, schools, convalescent homes, residences, hospitals, churches, industrial and commercial buildings, sprinkler systems, and hazardous materials and processes; conducts weed abatement inspections, oversees hazard abatements, oversees cleaning of lots by City contract crews, and completes accompanying paperwork and records; prepares reports of inspections and complaints; issues citations as needed; follows up on complaints to ensure that hazards are eliminated; conducts review and updates of Standard Operating Procedures (SOPs); assists with the management of the Fire Incident Reporting System and related databases; conducts new business inspections; completes daily and monthly activity logs; attends training programs; utilizes personal computers to perform word processing, spreadsheet, and related functions; supervises Fire Inspectors, Reserve Fire Inspectors, and office support staff; and performs other related duties as assigned.

MINIMUM QUALIFICATIONS

Training and Experience: *Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be:*

- Associate's degree in fire science, fire technology or a related field from an accredited college or university, AND five (5) years of experience in fire safety inspections and fire investigations in a municipality fire department, or public safety experience utilizing the California Fire and Building Code or associated codes enforced by the fire and building departments, or closely related experience; OR

DRAFT

-
- Graduation from high school or successful completion of a GED, AND seven (7) years of experience in fire safety inspections and fire investigations in a municipality fire department, or public safety experience utilizing the California Fire and Building Code or associated codes enforced by the fire and building departments, or closely related experience.

Additional education may *not* be substituted for the minimum required two (5) years of experience.

Knowledge and Skills in: Firefighting principles and the techniques and equipment employed in fire suppression; federal, state, and local laws, codes, regulations, rules, and ordinances pertaining to fire suppression, prevention, safety, and hazardous materials; training and group instruction; fire prevention and suppression theory; fire investigation methods and techniques, including a knowledge of building inspection work, building material and construction, and principles of combustion.

Ability to: Understand, follow, and implement departmental regulations and procedures; collect, analyze, and evaluate data; prepare reports and recommendations; keep records; communicate effectively with the public and departmental personnel; read, interpret, and make corrections on building plans as they relate to fire code requirements; analyze facilities, apply fire and related codes, and recommend effective fire safety measures; detect and evaluate a wide variety of hazardous conditions and materials related to fire and life safety; prepare and present professional fire safety presentations to civic organizations; supervise, train, and evaluate subordinates; utilize computer applications and information systems related to fire administration.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C Driver's License is required at the time of appointment. License must be maintained during the entire term of employment in this job classification. Possession of the following certificates are required at the time of appointment, P.C. 832 Powers of Arrest, CPR/First Aid certification, California State Fire Marshal Certifications as a Fire Inspector level 2, and Public Education Officer. California State Fire Marshal Certifications as a Fire Investigator and Plans Examiner is preferred and shall be obtained within one (1) year of appointment.

Special Requirements:

- Must be able to successfully complete U.S. Department of State Passport Services Web-Based Training to meet Passport processing requirements within one month of employment.
- Must be a U.S. Citizen or Naturalized Citizen.

PASSPORT ACCEPTANCE AGENT	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: September 11, 2024

DEFINITION

To assist the public with the passport application process; provide a broad variety of clerical, secretarial, and administrative support duties; and perform related duties as assigned. Work involves recurring tasks that require following standardized sequential steps, processes, or procedures.

DISTINGUISHING CHARACTERISTICS

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Assist clients by accepting, reviewing, and ensuring completeness of passport applications and required documentation.
- Greets customers and instructs/guides them on completing a passport application both in person and by phone.
- Provide courteous, respectful, and efficient customer service.
- Determine use of proper forms based on applicant's citizenship, travel plans, and individual circumstances.
- Ability to operate camera; maintain passport photo processing; verify photo meets federal passport regulations and guidelines.
- Ability to administer the passport oath.
- Complete transactions with customers for services; operate a cash drawer to receive accepted forms of payments; balance cash drawers each day; produce daily cashiering reports.
- Provides support duties such as assisting program clientele in person, electronically, and on the telephone; answer telephones, take messages and relay information to others as requested by the supervisor.
- Performs data entry onto transmittal forms.
- Prepares mailing of passport applications, ensure correct postage is applied, coordinate shipping, and tracking of packages.
- Provides routine administrative support; maintains records and files; enters data in computer equipment/software; summarizes data as required for reports; searches specific online sites for factual information as directed.
- Ensures timely and accurate processing of passport applications and all passport services.

- Certifies that the customer has provided true legal documentation; administers an oath; witness applicant signature; verifies photos on ID and application match with the actual person, executes forms.
- Ensures that the documents are handled and stored securely and the personal information is protected.
- Daily handling of cash and credit cards and reconciling of payments.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS

- Graduation from high school or equivalent education AND one (1) year of clerical and administrative support experience.
- Bilingual preferred

Knowledge and Skills in:

- Principles and practices of customer service and proper phone etiquette
- Correct English usage, grammar, spelling, and punctuation; office procedures, methods, and other equipment; operation of computers and other office machines
- Knowledge of Microsoft Office
- Basic math skills; basic principles and procedures of cash handling
- Reading skills sufficient to understand information and material related to the assignment
- Maintain a high level of security and confidentiality of restricted information
- Accurately process payments for services

Ability to:

- Communicate effectively, both orally and in writing
- Learn mandated requirements and procedures for accepting and preparing official, legal documents
- Use computers, telephones, copiers, facsimile machines and other office equipment
- Add, subtract, multiply and divide numbers accurately
- Exercise high attention to detail ensuring form completeness
- Proficiently complete internet research request
- Understand and follow oral and written direction
- Deal with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds
- Exercise tact and diplomacy in dealing with technical, complex and confidential customer issues and situations
- Establish and maintain effective working relationships with all those encountered during the course of work

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's.

DRAFT

MANAGEMENT ANALYST I	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: October 30, 2024

DEFINITION

Under general direction, to perform varying levels of general office and administrative analytical duties; and perform related duties as required.

DISTINGUISHING CHARACTERISTICS

Positions in this class perform routine to complex administrative duties in a department within an assigned division/department.

Positions at this level are distinguished from the Management Analyst Trainee level by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative; and receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

This class is distinguished from the Management Analyst II/III in that the latter are higher classifications that provide professional-level advanced administrative and technical support, and independent work; and prepare and oversee the preparation of detailed analyses, studies and management reports in an accurate and timely manner; and may provide direct supervision to assigned staff.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Designs and implements research projects for administrative, operational, budgeting, and other functions
- Manages and evaluates departmental computer programs
- Processes data into database and spreadsheets
- Monitors and forecasts departmental budget accounts
- Compiles departmental budget requests
- Analyzes and interprets data and prepares summary reports
- Analyzes bills being considered by legislature and other legislative issues
- Develops studies on impact of changing legislation on City
- Pursues alternative funding opportunities
- Conducts organizational analysis studies
- Coordinates public information activities
- Writes reports, speeches, correspondence, grants, and other text for department director

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- Represents City in addressing complaints and problems of general public
- Researches City Council or department director requests on City policies and procedures
- Attends meetings of City commissions and boards
- Represents the department at meetings
- Coordinates training programs
- Maintains departmental records
- Operates standard office equipment, including personal computers
- Assists with general office duties
- May supervise assigned staff on specific projects

MINIMUM QUALIFICATIONS

Training and Experience: A Bachelor's degree in Public or Business **A**dministration or related field from an accredited college or university; and one (1) year of administrative/analytic experience working with an executive- or management-level position using information technology systems **OR** an Associate's degree with an equivalent combination of training, and experience can be substituted for required education on a year for year basis. Depending on departmental assignment, training requirement may be specific to existing equipment and systems. A master's degree in relevant field may substitute for the experience requirement.

Knowledge and Skills in: Modern administration practices and procedures, including organization, operations, budgeting, and fiscal management; municipal government; principles of public information; techniques of administrative and statistical analysis; principles of cost/benefit analysis; data processing equipment, programs, and techniques; principles of supervision and administration.

Ability to: Communicate effectively, both orally and in writing; supervise the work of others; conduct analyses and administrative research; perform analytical functions to operate a personal computer; develop effective working relations with all levels of staff, elected officials, board members, and the general public.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's license or other means that would allow for the ability to commute to meetings, conduct site visits and attend other special events throughout the county.■

DRAFT

MANAGEMENT ANALYST II	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: October 30, 2024

DEFINITION

This position provides professional-level administrative support, research, analysis, report writing, and project and program management in various departments within the City.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey-level class in the Management Analyst series. This class is distinguished from the Management Analyst III classification in that the latter is the advanced journey-level class with full professional management and full supervisory authority in planning, organizing and directing the full scope of operations within an assigned division/department.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Provides administrative support functions for assigned programs, including budgeting and financial tracking
- Collects, compiles, and analyzes information from various sources on a variety of specialized topics related to programs administered
- Conducts surveys and performs research and statistical analysis on issues as assigned
- Provides information and assistance to the public
- Prepares correspondence, memos, policies and procedures, agreements, grant applications, and other materials
- Assists with the preparation of the annual budgets
- Assists with contract administration
- Represents the City in community and professional meetings
- Assists in designing, coordinating, and implementing projects and programs as assigned
- Serves as member, liaison, or staff to boards, commissions, agencies, and various intradepartmental committees as assigned
- Participates or takes a lead role in the development of goals, objectives, policies, and priorities for the department
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

Training and Experience: A Bachelor's degree in Business, Public Administration, or related field from an accredited college or university; and at least two (2) years of experience performing administrative/analytic duties. **OR** an Associate's degree with an equivalent combination of training, and experience can be substituted for required education on a year for year basis. Depending on departmental assignment, training requirement may be specific to existing equipment and systems. A master's degree in a relevant field is highly desirable and may substitute for up to one (1) year of experience.

Knowledge and Skills in:
Principles and techniques of administration, organization, and operation of municipal government and the principles, practices, and methods used in the conduct of municipal government; report preparation, information analysis, and management audit techniques; methods of research and analysis.

Ability to:
Operate software applications such as word processing, spreadsheet, database management, and graphics presentation; work independently to analyze problems and implement solutions; communicate effectively, both orally and in writing; understand and follow oral and written instructions; establish and maintain effective working relations; exercise flexibility and creativity in response to changing needs of the department; research and analyze problems and prepare recommendations on a variety of issues; properly interpret and make decisions in accordance with laws, regulations, and policies; prepare clear and concise oral and written reports, both narrative and statistical

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's license or other means that would allow for the ability to commute to meetings, conduct site visits and attend other special events throughout the county.■

DRAFT

MANAGEMENT ANALYST III	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: October 10, 2024

DEFINITION

Under general direction from management staff of the assigned department, to perform professional administrative and analytical functions in data analysis, department planning, budgeting, grants, policy, and operations; compile and prepare reportable statistical reports and correspondence; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey-level in the Management Analyst series that may be utilized in various departments. Employees in this class have full professional management and full supervisory authority in planning, organizing, and directing the full scope of operations within an assigned division/department. May oversee and coordinate assigned support staff in functional areas of a department.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Provides assistance to executive-level employees in performing assigned administrative duties
- Recommends direction and oversees data analysis and strategies for facilitating the various requirements of departmental personnel and divisions
- Plans, participates, and may direct assigned personnel in projects and programs
- May prepare and monitor the budget for the assigned unit
- Develops and evaluates departmental policies and procedures
- Prepares quarterly and periodic detailed reports of statistics and trends for use by the City department administration in monitoring performance and formulating strategies and plans
- Conducts complex analysis and problem-oriented projects
- Researches, analyzes, prepares, and leads detailed and complex grant applications and procurement of alternate funding sources
- Drafts, edits, and prepares staff reports, correspondence, and special studies as assigned
- Makes presentations to City management and Council, outside agencies, and organizations as necessary
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

Training and Experience: A Bachelor's or Master's degree in Business, Public Administration, Criminal Justice, or related field from an accredited college or university; and at least three (3) years of experience in administrative, operational, and analytical assignments. **OR** an Associate's degree with an equivalent combination of training, and experience can be substituted for required education on a year for year basis. Depending on departmental assignment, training requirement may be specific to existing equipment and systems.

Knowledge and Skills in:
Principles and techniques of administration, organization, and operation of municipal government, and the principles, practices, and methods used in the conduct of municipal government; report preparation, information analysis, and management audit techniques; and methods of research and analysis.

Ability to:
Operate software applications such as word processing, spreadsheet, database management, and graphics presentation; work independently to analyze problems and implement solution; communicate effectively, both orally and in writing; understand and follow oral and written instructions; establish and maintain effective working relations; exercise flexibility and creativity in response to changing needs of the department; research and analyze problems and prepare recommendations on a variety of issues; properly interpret and make decisions in accordance with laws, regulations, and policies; prepare clear and concise oral and written reports, both narrative and statistical; work well under time constraint conditions, think independently; supervise employees.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's license or other means that would allow for the ability to commute to meetings, conduct site visits and attend other special events throughout the county.

DRAFT

PUBLIC INFORMATION OFFICER	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved:

DEFINITION

Under direction, to plan, develop, implement and manage Citywide public information, public affairs programs, crisis communications, and activities; to plan and direct the development and formulation of informational, educational, and public information/affairs programs and materials; to advise management regarding the most effective implementation of public information/affairs messages, and to perform related work as assigned.

DISTINGUISHING CHARACTERISTICS

The Public Information Officer position develops, coordinates, and disseminates information to the media and the public; develops and implements communication plans, strategies and campaigns for departments and specific projects and programs; write, edit, and prepare media advisories and releases and news stories for traditional and social media; pitch stories to the media; write and edit web, print and social media material; write internal communications for City employees; disseminate information to the Mayor, City Council, management, community groups and business owners regarding any planned or emergency activities or projects; schedule, coordinate and participate in public outreach efforts such as community meetings and targeted educational outreach programs; act as a resource/liaison with the mass media and other departments and agencies; write speaking points and video scripts; research and respond to media inquiries; advise City staff on complex public information issues and assist in strategic planning efforts; facilitate public meetings; coordinate and manage the work of outside consultants or contractors; and perform other duties as assigned. An incumbent in this class receives direct supervision from the City Manager.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. This position may not perform all of these duties, and/or may perform similar related tasks not listed here.

- Plan, develop and direct a comprehensive, Citywide public information program that utilizes various forms of media; oversee the distribution of information to the public; represent the City and City officials on designated occasions.
- Plan, coordinate, and direct the formulation, execution, and evaluation of informational, educational, and public affairs programs and materials.
- Research, recommend, develop and direct the preparation of public information materials, such as newsletters, brochures, pamphlets, booklets, news releases, fact sheets, and video productions.
- Coordinate and direct the dissemination of information for community representatives and various communications media regarding policies, objectives, and activities.
- Direct and participate in preparing speeches, radio and television scripts, and audio-visual programs for public presentation.

- Prepare reports, publications, and other documents; write articles for inclusion in local publications.
- Develop and monitor information and messages to be delivered to the public and determine the best venue for distribution.
- Administer and update the City's social media platforms and pages as assigned.
- Supervise the work of subordinate clerical and technical program staff; assist in selecting, training, motivating, and evaluating work; provide or coordinate staff training; work with employees to correct deficiencies.
- Teamwork: Works collaboratively with colleagues to achieve organizational goals; solicits input by genuinely valuing others' ideas and expertise; is willing to learn from others; places team agenda before personal agenda; supports and acts in accordance with the final group decision.
- Support, coordinate, and implement a citywide Crisis Communication Strategy.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS

Training and Experience: Bachelor's Degree in Journalism, Communications, Public Relations, Public Administration, English, or a related field **and** four (4) years of full-time professional-level public relations, media relations, journalism, marketing, community relations, or social media experience. Qualifying professional-level experience must include at least ONE of the following:

1. Planning and coordinating the production and dissemination of public relations or public information programs involving audio, visual, print, or social media.
2. Writing, editing, and producing public relations or public information materials for a public agency.
3. Experience with executive-level presentations and memorandums.

Highly Desirable:

- Master's Degree in Public Administration or a related field from an accredited institution is highly desired.
- Bilingual communication skills.

Knowledge of:

- Principles, practices, procedures, and techniques of public administration and public policy, including those related to government public relations, project management, staff management, and customer service.
- Specialized principles and techniques applicable to news and feature writing for the press, radio, television, informational films, social media platforms, and other outlets.
- Methods of writing and laying out advertising copy.

- Policies, objectives, operations, and organizational structures common to City departments, including those using a charter cities model.
- Research and analytical methods, techniques, and procedures, including organizational and policy analysis and the development of comprehensive analytical reports.
- Graphic arts and printing methods, materials, and terminology.
- Correct use of English grammar, spelling, punctuation, and vocabulary.
- Basic principles and methods of statistical analysis.
- Methods and techniques of analytical project management.
- Methods and techniques of organizing work efficiently and meeting deadlines. •
- Targeted Crisis Communication techniques and strategies.
- Principles and practices of employee supervision and training, including effective motivation and mentoring techniques.

Skill to:

- Effectively utilize modern office equipment, including personal computers and standard business software such as the Microsoft Office Suite.
- Effectively utilize graphic arts tools, including computer software and hardware.
- Operate a variety of office equipment, including a calculator, copier, fax machine, computer, and assigned software.
- Gather accurate information through interviews and inquiries.
- Safely operate one or more types of vehicles if required by assignments.
- Adjust to rapidly shifting priorities and timelines.
- Exercise analytical and critical thinking.

Ability to:

- Apply the principles, practices, methods, and techniques of public administration and management analysis to develop an effective Citywide public information program.
- Write clear and interesting news releases, educational and informational material, and radio and television scripts; edit other materials for release.
- Understand and interpret the policies, procedures, rules, and regulations of an assigned department to make work decisions requiring skilled judgment.
- Coordinate and conduct analytical studies, projects, operations, and functions and make sound policy and procedural recommendations.
- Research, analyze, and evaluate service delivery methods, procedures, and techniques.
- Effectively represent the department and/or City in meetings with governmental agencies, community groups, various businesses, professional and regulatory organizations, and individuals.
- Build and foster relationships with local, state, and federal media outlets, including TV, radio, and print, including Spanish media and community-serving outlets.
- In collaboration with the City Manager, Department Heads, and our public relations vendors, develops disaster preparedness campaigns that move citizens to action.

- Speak convincingly in public, before groups of individuals, and before the media.
- Acts as a City of National City spokesperson and represents the organization at various local, state, and national events, presentations, briefings, conferences, and engagements.
- Prepare effective and accurate correspondence and reports.
- Administer and update social media platforms.
- Work effectively with sensitive and confidential information in a political environment.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's license or other means that would allow for the ability to commute to meetings, conduct site visits and attend other special events throughout the county.

DRAFT

TRAFFIC OFFICE COORDINATOR	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved:

DEFINITION

Under direction, to perform a variety of specialized and difficult coordinator and clerical duties, which requires knowledge of specialized subject matter related to the Traffic Division and its processes within the City; and perform related duties as required.

DISTINGUISHING CHARACTERISTICS

Positions in this classification are assigned to the Traffic Division. It is distinguished from other coordinator positions in that this classification must have a specific knowledge of vehicle impound procedures, impound hearings, policies and procedures related to the Traffic Division as well as the District Attorney's Office and the Office of Traffic Safety.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. This position may not perform all of these duties, and/or may perform similar related tasks not listed here.

Staff the Traffic Division counter in the Police Department to provide assistance to the general public and other government officials and agencies with relevant traffic related business or other issues; type correspondence, forms, reports, requisitions, and other related materials from rough draft, marginal notes, machine recordings, or oral instructions; receive and screen non-emergency calls from the public; maintain calendars and schedules and coordinate meetings; provide information on department programs, policies and procedures, and other information; provide vehicle impound information to the public, lease owners, repossession companies, and insurance companies; process and audit impound reports; prepare notify letters to vehicle owners; answer and route all incoming calls to the Traffic Division concerning impounded vehicles, parking enforcement, traffic collisions, hit and run collisions, or other traffic and vehicle type calls; maintain updated and accurate OTS grant and vehicle impound records; coordinate post-storage impound hearings and, at times, hold traffic hearings to approve or disapprove releases on impounded vehicles; liaison between the police department, the contract tow companies and the finance department; coordinate with Crime Analysis for the quarterly grant report statistics; process all parking citations issued by the police department; have a working knowledge of computer systems in order to conduct records and database checks; maintain confidentiality; other duties as required.

MINIMUM QUALIFICATIONS

Training and Experience: Graduation from high school and preferably three (3) years of clerical experience in the law enforcement field. Supplemental courses or experience in office practices, typing, and skills in frequent contact with the public are highly desirable.

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Knowledge and Skills in:
Modern office practices, procedures, and terminology, letter and report writing, statistical record keeping methods, correct English usage, spelling, and punctuation. Operations of assigned department, basic functions of the organization and municipal government.

Ability to:
Communicate effectively; utilize word processing equipment and computers efficiently, employ independent judgement and make sound decisions in accordance with established procedures; work independently but as part of a team environment, establish and maintain effective working relations with all levels of staff, elected officials, and the general public; provide information to visitors, general public, outside agencies, and staff; ability to review, understand and adhere to policies and procedures; on an overtime basis, be available to work OTS grant events.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS:
Must possess a valid California driver's license at time of appointment. Typing speed as appropriate to this position.

DRAFT

HUMAN RESOURCES ANALYST I	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved:

DEFINITION:
Under general supervision, the Human Resources Analyst I provides and performs a variety of research and analytical activities in support of the City's Human Resources programs.

DISTINGUISHING CHARACTERISTICS:
This is the journey level position in the professional Human Resources job series. Incumbents perform professional assignments in one or more human resource program areas while contributing to City policies and procedures. As experience is gained, duties are performed with a significant degree of independence under general supervision. Incumbents are expected to perform their responsibilities with initiative and creativity, exercising sound professional judgment and problem-solving skills. Human Resources Analyst I is distinguished from Human Resources Analyst II in that an incumbent in the latter class is responsible for performing more complex assignments.

EXAMPLES OF TYPICAL DUTIES
The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. This position may not perform all of these duties, and/or may perform similar related tasks not listed here.

- Meets, engages, and works with department representatives to fulfill recruitment needs for specific classes; implements recruitment strategies and programs; compiles recruitment and retention data and recommends strategies for improvement; assists with screening, testing, and selection processes and ensures that all phases of recruitment comply with City policies, procedures, and rules, and applicable federal, state and local laws, regulations, and guidelines; responds to applicant questions and answers inquiries regarding employment opportunities with the City.
- Conducts position classification studies; develops and analyzes surveys and studies regarding compensation and other human resource management issues; performs analyses on salary or benefit program changes; reviews and implements salary structure and merit adjustments in compliance with City policies and procedures; Attends and provides input at various meetings on classification matters; responds to classification, compensation, and benefits surveys from other organizations.
- Prepares and develops analytical loss reports and graphs related to workers' compensation.
- Reviews invoices for workers' compensation legal expenses, office expenses, consultant fees, and various insurance programs.
- Analyzes carrier quotes and reviews and interprets agreements to confirm adequate insurance coverage is requested and provided.

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- Assists in administering the City's labor relations programs; evaluates changes to bargaining unit memoranda of understanding and recommends any necessary changes to human resources policies and procedures.
- Interprets and explains policies, procedures, rules, and regulations to City management, staff, and the public in assigned areas of responsibility; analyzes proposed legislation and regulations for impacts on City human resources programs, policies, and rules and applies changes as directed.
- Assists in administering City's equal employment opportunity and Americans with Disabilities Act (ADA) policies and programs; prepares a variety of reports related to equal employment opportunity and ADA; advises departments on job-related hiring interview and other employment practices; generates and compiles statistical reports.
- Assists management in administering work direction, guidance, and training to other department staff.
- Performs special research and conducts studies as assigned; drafts a variety of reports, memoranda, and other materials.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS

Training and Experience: Equivalent to a Bachelor's Degree from an accredited college or university in Business, Public Administration, Human Resources, Psychology, or a closely related field; **AND** two (2) years of paraprofessional human resources experience in recruitment and selection, benefits, risk management, or employee relations; OR an equivalent combination of education, training, and experience.

Knowledge of:

- Principles, practices, and techniques of public human resources management and/or civil service programs.
- Basic labor relations principles and practices, including contract administration.
- Applicable federal, state, and local laws, regulations, and City decisions.
- Research methods and data analysis techniques.
- Uses and operations of a computer and standard business software applications.
- Principles and practices of sound business communication; correct English usage, including spelling, punctuation, and grammar.
- Customer service principles, practices, and etiquette.
- City human resources policies, Civil Service Commission, and department practices and procedures.

Skill in:

- Analyzing problems, evaluating alternatives, and making sound, appropriate recommendations.
- Exercising sound independent judgment and initiative within established guidelines.
- Understanding, interpreting, and explaining the application of policies, procedures, rules, and requirements pertaining to assigned areas of responsibility.
- Understanding and following written and oral instructions.
- Communicating effectively, both orally and in writing.
- Preparing clear, concise, and accurate reports, correspondence, and other written materials.
- Exercising tact and diplomacy in dealing with sensitive, complex, and confidential personnel issues and employee situations.
- Organizing and maintaining accurate and complete specialized files and records.
- Maintaining confidential information.
- Establishing and maintaining effective working relationships.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's license or other means that would allow for the ability to commute to meetings, conduct site visits and attend other special events throughout the county.

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SUPERVISING HUMAN RESOURCES ANALYST	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved:

DEFINITION:

Under general direction, the Supervising Human Resources Analyst plans, organizes, supervises, and participates in the work of staff providing a variety of professional and advanced level research and analytical activities in support of the City's Human Resources management programs.

DISTINGUISHING CHARACTERISTICS:

This is the supervisory level in the professional Human Resources series of jobs. Incumbents are responsible for planning, organizing, and supervising the work of clerical, technical, para-professional, and professional Human Resources staff; performing higher level professional assignments in a variety of human resource program areas while developing City policies and procedures and specific techniques and legal requirements related to the City's Human Resources Department. All duties are performed with independence under general direction from the Human Resources Director. Incumbents are required to perform their responsibilities with minimal direction, initiative, and creativity, exercising experienced professional judgment and problem-solving skills.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. This position may not perform all of these duties, and/or may perform similar related tasks not listed here.

- Administers, oversees, and monitors the workers compensation program for the City by coordinating and reviewing workers compensation claims, maintaining budget, evaluating claim status, reviewing settlements, and evaluating audits.
- Assists in the administration of the labor relations activities, including negotiations, discipline and grievance processes.
- Reviews invoices for workers compensation legal expenses, office expenses, consultant fees, and various insurance programs.
- Develops and coordinates City-wide training programs.
- Supervises, trains, and evaluates Human Resources staff in technical and analytical activities and projects in support of the City's functional human resource service areas.
- Interprets personnel policies and procedures; respond to request for information and assistance from employees, management, outside agencies and the public.
- Evaluates job skill and recruitment needs for specific classes; plans and implements recruitment strategies and programs, including outreach initiatives and new techniques; ensures that all phases of recruitment comply with applicable federal, state and local laws, regulations and guidelines.

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- Conducts position classification studies; audits and prepares new or modified job analysis documents and class specifications; recommends the classification of new or modified positions; performs analyses and makes recommendations on salary or benefit program changes; recommends salary range placements and adjustments; attends and gives input at various meetings on classification matters; responds to classification, compensation and benefits surveys from other organizations.
- Prepares and completes insurance renewal applications; analyzes carrier quotes, evaluates risk and makes recommendations accordingly; reviews and interprets agreements to confirm adequate insurance coverage is requested and provided.
- Reviews, maintains, and prepares Industrial Disability Retirement recommendations; works with Human Resources Director and City Manager.
- Prepares and develops analytical loss reports and graphs related to workers compensation.
- Coordinates the administering of the City equal employment opportunity and Americans with Disabilities Act (ADA) policies and programs; investigates employee complaints; prepares a variety of reports related to equal employment opportunity and ADA; advises departments on job-related hiring interview and other employment practices; generates and compiles statistical reports.
- Develops, reviews, recommends, and implements City policies, procedures, and specific techniques and legal requirements related to the City's human resources and loss prevention analysis.
- Performs special research and conducts studies as assigned; drafts a variety of reports, memoranda and other materials.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS

Training and Experience: Equivalent to a Bachelor's Degree from an accredited college or university in Business, Public Administration, Human Resources, Psychology, or a closely related field; AND five (5) years of professional human resources experience in recruitment and selection, benefits, workers compensation, or employee relations.

Knowledge of:

- Advanced principles, practices, and techniques of public sector human resources management, and risk analysis.
- Basic labor relations principles and practices, including contract administration.
- Basic insurance understanding, California Workers' Compensation, and principles of claims administration.
- Applicable federal, state and local laws, regulations and City decisions.
- Research methods and data analysis techniques.
- Uses and operations of a computer and standard business software applications.

- Principles and practices of sound business communication; correct English usage, including spelling, punctuation, and grammar.
- Principles and practices of effective management and supervision.
- Customer service principles, practices, and etiquette.
- City human resources policies, Civil Service Commission and department practices and procedures.

Skill in:

- Analyzing problems, evaluating alternatives, and making sound, appropriate recommendations.
- Exercising sound independent judgment and initiative within established guidelines.
- Understanding, interpreting, and explaining the application of policies, procedures, rules, and requirements pertaining to assigned areas of responsibility.
- Representing the department effectively in meetings with other departments and union representatives.
- Understanding and following written and oral instructions.
- Communicating effectively orally and in writing.
- Preparing clear, concise, and accurate reports, correspondence, and other written materials.
- Exercising tact and diplomacy in dealing with sensitive, complex, and confidential personnel issues and employee situations.
- Organizing and maintaining accurate and complete specialized files and records.
- Maintaining confidential information.
- Establishing and maintaining effective working relationships.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's license or other means that would allow for the ability to commute to meetings, trainings and attend other special events throughout the county.

CITY OF NATIONAL CITY
CONFIDENTIAL SALARY SCHEDULE
EFFECTIVE: NOVEMBER 19, 2024

	STEP A				STEP B				STEP C				STEP D				STEP E			
TITLE	Hourly	Bi-Weekly	Monthly	Annual	Hourly	Bi-Weekly	Monthly	Annual	Hourly	Bi-Weekly	Monthly	Annual	Hourly	Bi-Weekly	Monthly	Annual	Hourly	Bi-Weekly	Monthly	Annual
Confidential Assistant (At-Will)	$26.14	$2,091.44	$4,531.45	$54,377.37	$27.45	$2,196.01	$4,758.02	$57,096.28	$28.82	$2,305.81	$4,995.92	$59,951.07	$30.26	$2,421.10	$5,245.73	$62,948.73	$31.78	$2,542.16	$5,508.02	$66,096.27
Executive Assistant I	$25.32	$2,025.31	$4,388.18	$52,658.11	$26.58	$2,126.57	$4,607.58	$55,290.92	$27.91	$2,232.90	$4,837.96	$58,055.46	$29.31	$2,344.55	$5,079.85	$60,958.22	$30.77	$2,461.78	$5,333.86	$64,006.29
Executive Assistant II	$28.71	$2,296.83	$4,976.48	$59,717.71	$30.15	$2,411.67	$5,225.29	$62,703.46	$31.65	$2,532.25	$5,486.54	$65,838.52	$33.24	$2,658.87	$5,760.88	$69,130.62	$34.90	$2,791.81	$6,048.93	$72,587.15
Executive Assistant III	$30.88	$2,470.07	$5,351.83	$64,221.93	$32.42	$2,593.57	$5,619.41	$67,432.89	$34.04	$2,723.25	$5,900.38	$70,804.58	$35.74	$2,859.42	$6,195.42	$74,345.03	$37.53	$3,002.39	$6,505.19	$78,062.25
Executive Assistant IV	$32.60	$2,607.69	$5,650.00	$67,800.02	$34.23	$2,738.09	$5,932.52	$71,190.22	$35.94	$2,874.98	$6,229.12	$74,749.48	$37.73	$3,018.73	$6,540.59	$78,487.07	$39.62	$3,169.67	$6,867.61	$82,411.30
Human Resources Technician	$21.68	$1,734.70	$3,758.51	$45,102.14	$22.77	$1,821.33	$3,946.21	$47,354.54	$23.91	$1,913.18	$4,145.22	$49,742.62	$25.10	$2,008.16	$4,351.01	$52,212.11	$26.37	$2,109.40	$4,570.37	$54,844.42
Information Technology Analyst	$41.57	$3,325.53	$7,205.32	$86,463.79	$43.65	$3,491.82	$7,565.60	$90,787.20	$45.83	$3,666.40	$7,943.88	$95,326.52	$48.12	$3,849.72	$8,341.06	$100,092.76	$50.53	$4,042.21	$8,758.13	$105,097.50
Information Technology Technician	$34.05	$2,724.23	$5,902.49	$70,829.89	$35.76	$2,860.44	$6,197.61	$74,371.33	$37.54	$3,003.45	$6,507.48	$78,089.80	$39.42	$3,153.63	$6,832.87	$81,994.40	$41.39	$3,311.31	$7,174.51	$86,094.18
Payroll Technician I	$25.22	$2,017.25	$4,370.71	$52,448.52	$26.48	$2,118.11	$4,589.23	$55,070.77	$27.80	$2,224.01	$4,818.69	$57,824.24	$29.19	$2,335.22	$5,059.64	$60,715.73	$30.65	$2,451.96	$5,312.59	$63,751.05
Payroll Technician II	$27.74	$2,218.96	$4,807.75	$57,693.02	$29.12	$2,329.91	$5,048.14	$60,577.72	$30.58	$2,446.41	$5,300.55	$63,606.57	$32.11	$2,568.73	$5,565.58	$66,787.01	$33.71	$2,697.17	$5,843.87	$70,126.48
Passport Acceptance Agent	$21.68	$1,734.70	$3,758.51	$45,102.14	$22.77	$1,821.33	$3,946.21	$47,354.54	$23.91	$1,913.18	$4,145.22	$49,742.62	$25.10	$2,008.16	$4,351.01	$52,212.11	$26.37	$2,109.40	$4,570.37	$54,844.42
Records Program Specialist	$28.71	$2,296.83	$4,976.48	$59,717.71	$30.15	$2,411.67	$5,225.29	$62,703.46	$31.65	$2,532.25	$5,486.54	$65,838.52	$33.24	$2,658.87	$5,760.88	$69,130.62	$34.90	$2,791.81	$6,048.93	$72,587.15
Risk Management Specialist	$28.71	$2,296.83	$4,976.48	$59,717.71	$30.15	$2,411.67	$5,225.29	$62,703.46	$31.65	$2,532.25	$5,486.54	$65,838.52	$33.24	$2,658.87	$5,760.88	$69,130.62	$34.90	$2,791.81	$6,048.93	$72,587.15
Senior Information Technology Analyst	$45.63	$3,650.10	$7,908.55	$94,902.62	$47.91	$3,832.61	$8,303.98	$99,647.79	$50.30	$4,024.24	$8,719.18	$104,630.18	$52.82	$4,225.45	$9,155.14	$109,861.65	$55.46	$4,436.72	$9,612.88	$115,354.61

3% Increase + Equity Adjustment Effective 01-09-2024

City of National City
Management Positions
Effective November 19, 2024

POSITION TITLE	SALARY BAND (MONTHLY LOW)	SALARY BAND (MONTHLY HIGH)	SALARY BAND (ANNUAL LOW)	SALARY BAND (ANNUAL HIGH)
Assistant Director of Public Works/Engineering	$10,270.12	$14,371.12	$123,241.50	$172,453.43
Assistant Director of Community Development	$10,270.12	$14,371.12	$123,241.50	$172,453.43
Battalion Chief [2]	$9,473.85	$12,919.65	$113,686.26	$155,035.76
Budget Manager	$7,128.76	$11,844.18	$85,545.13	$142,130.20
Building Official	$8,614.10	$12,809.78	$103,369.15	$153,717.41
City Engineer	$10,270.12	$14,371.12	$123,241.50	$172,453.43
Community Development Manager	$8,443.43	$11,641.65	$101,321.10	$139,699.80
Community Development Specialist III	$6,737.75	$10,127.19	$80,853.02	$121,526.27
Community Services Manager	$6,520.55	$10,115.75	$78,246.54	$121,389.03
Deputy City Attorney	$8,771.94	$12,865.52	$105,263.33	$154,386.24
Deputy City Clerk	$6,180.10	$8,575.97	$74,161.24	$102,911.67
Deputy Director of Human Resources	$8,613.37	$11,875.97	$103,360.48	$142,511.65
Emergency Manager	$8,359.87	$10,162.53	$100,318.40$	$121,950.40
Equipment Maintenance Supervisor	$6,177.04	$9,344.01	$74,124.52	$112,128.08
Facilities Maintenance Supervisor	$4,769.08	$7,942.48	$57,228.91	$95,309.70
Financial Services Officer	$8,686.92	$12,054.63	$104,243.04	$144,655.58
Fire Division Chief [2]	$11,895.09	$15,345.32	$142,741.05$	$184,143.83
Homelessness Services Coordinator	$7,589.11	$10,336.38	$91,069.32	$124,036.56
Housing Programs Manager	$7,814.72	$10,936.13	$93,776.60	$131,233.54
Human Resources Analyst I	$4,562.91	$6,943.31	$54,754.95	$83,319.71
Human Resources Analyst II	$5,185.98	$7,890.85	$62,231.78	$94,690.21
Human Resources Manager	$8,613.37	$11,875.97	$103,360.48	$142,511.65
Information Technology Manager	$9,557.96	$12,415.86	$114,695.53	$148,990.31
Management Analyst I	$4,562.91	$6,943.31	$54,754.95	$83,319.71
Management Analyst II	$5,185.98	$7,890.85	$62,231.78	$94,690.21
Management Analyst III	$5,803.93	$8,838.38	$69,647.11	$106,060.58
Neighborhood Council Coordinator	$5,631.61	$8,575.97	$67,579.31	$102,911.67
Neighborhood Services Manager	$4,909.36	$9,998.28	$58,912.38	$119,979.31

City of National City
Management Positions
Effective November 19, 2024

POSITION TITLE	SALARY BAND (MONTHLY LOW)	SALARY BAND (MONTHLY HIGH)	SALARY BAND (ANNUAL LOW)	SALARY BAND (ANNUAL HIGH)
Nutrition Program Manager	$5,294.59	$9,575.36	$63,535.09	$114,904.28
Park Superintendent	$7,087.44	$10,096.26	$85,049.29	$121,155.18
PIO/Management Analyst III	$6,186.93	$9,421.64	$74,243.20	$113,059.64
Planning Manager	$8,522.38	$11,197.22	$102,268.55	$134,366.59
Police Captain [1]	$14,898.87	$18,658.25	$178,786.41	$223,898.98
Police Support Services Manager	$9,217.79	$10,200.09	$110,613.51	$122,401.13
Principal Civil Engineer	$10,177.96	$12,669.86	$122,135.48	$152,038.31
Principal Librarian	$7,398.40	$9,474.26	$88,780.81	$113,691.10
Principal Planner	$8,492.85	$11,158.41	$101,914.18	$133,900.90
Project Officer	$6,343.84	$9,722.42	$76,126.10	$116,669.02
Purchasing Agent	$5,870.01	$10,205.95	$70,440.11	$122,471.40
Recreation Superintendent	$6,677.93	$9,575.36	$80,135.12	$114,904.28
Risk Manager	$6,289.11	$11,567.69	$75,469.30	$138,812.22
Senior Accountant	$6,980.62	$8,686.92	$83,767.47	$104,243.04
Special Assistant to the Mayor	$4,838.47	$7,656.57	$58,061.67	$91,878.89
Street Maintenance Supervisor	$5,610.74	$7,942.48	$67,328.85	$95,309.70
Street & Wastewater Maintenance Superintendent	$7,275.51	$10,733.40	$87,306.12	$128,800.85
Supervising Human Resources Analyst	$6,186.93	$9,421.64	$74,243.20	$113,059.64
Traffic Engineer	$9,934.65	$12,864.71	$119,215.85	$154,376.53
Wastewater Supervisor	$6,117.75	$8,187.86	$73,412.99	$98,254.33

[1] Police Captain receives a $900 Uniform Allowance Annually
[2] Battalion Chief and Fire Division Chief receives $850 Uniform Allowance Annually

National City
Human Resources Department
Organizational Chart
As of November 19, 2024

Human Resources Director
Lydia Flores-Hernandez

Executive Assistant IV
Eliminate Position Use funds for HRI

Risk Management Specialist
(Risk Management)
Maria Elena Amaya

Human Resources Technician
(Human Resources)
Alexa Chavez

Human Resources Manager
Vacant
(Keep Vacant through FY 24/25)
Savings of approximately $187,000

Supervising Human Resources Analyst
Proposed

Human Resources Analyst II
(Benefits/Workers Compensation)
Conchita Waite

Human Resources Analyst I
Proposed

Human Resources Analyst II
(Recruitment/Payroll)
Lizza Galindo-Rojas

Department Responsibilities
City Manager
Community Services
Fire
Information Technology
Public Works

Human Resources Analyst II
(Recruitment/Class & Comp)
Hailey K. Luscher

Department Responsibilities
City Clerk
Community Development
Finance
Library
Police

AGENDA REPORT

Department: **Finance**
Prepared by: **Bruce Foltz, Director of Finance**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Annual Update of Investment Policy, City Council Policy No. 203

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Adopting City Council Policy No. 203, Investments."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
City Council Policy #203, Investments, states, "the Investment Policy will be reviewed at least annually and, as necessary, adopted, to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends."

After a review of the current policy, a few small adjustments are proposed to align National City's policy with recent changes in state law, achieve consistent terminology, and update relevant positions. Exhibit A is a redlined version of the policy that reflects all proposed updates. In addition, the updates and the recent legislation are listed below.

- Section II Scope. CMTA Best Practice recommended change to explicitly exclude pension and retirement funds.
- Section VI (A1) Authorized Financial Institutions, Depositories, and Broker/Dealers. CMTA Best Practice to include proof of FINRA certification.
- Section VIII (8) Authorized and Suitable Investments. CDIAC Best Practice reflecting compliance is reviewed on a holistic basis, rather than account by account.
- Section VIII (12) Authorized and Suitable Investments. SB 882 (2023): Distinguished the treatment of private issuers of securitized instruments from the treatment issued by U.S. Treasury (UST) Government Sponsored Entities (GSEs). Examples of GSEs include the Federal Home Loan Mortgage Corp. (Freddie Mac), Federal National Mortgage Association (Fannie Mae) and Federal Farm Credit Banks Funding Corporation.
- Glossary. CMTA Best Practice is to exclude terms not utilized in this investment policy, updated definition of Structured note, and added definition of Fiduciary.
- Throughout. Replaced "Director of Administrative Services" and "Administrative Services Director" with "Director of Finance" to attain consistent terminology for the referenced position.

FINANCIAL STATEMENT:
The proposed policy changes will have no measurable impact on the City's investment portfolio or returns.

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

EXHIBITS:
Exhibit A – City Council Policy No. 203 Investments Redline Draft
Exhibit B – City Council Policy No. 203 Investments Clean Draft
Exhibit C - Resolution

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Investments	**POLICY #203**
ADOPTED: October 23, 1990	**AMENDED:** ~~August 15, 2023~~~~September 17~~November 19, 2024

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

CalPERS, OPEB trusts, and the investment of employees' deferred compensation funds invested pursuant to Government Code Section 53609

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

1. *Safety*: Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

2. *Liquidity*: The investment portfolio will remain sufficiently liquid to meet all operating requirements

3. *Return*: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

A. *Prudent Investor Standard*: Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

> **"…**all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

B. *Indemnification*: The Director of Finance ~~Administrative Services Director~~ or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.

C. *Ethics*: Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DELEGATION OF AUTHORITY

A. Authority to manage the City's investment program is derived from California Government Code Section 53600 *et seq*. The City Council is responsible for the City's cash management, including the administration of this Investment Policy. Management

responsibility for the cash management of City funds is hereby delegated to the ~~Administrative Services Director~~ Director of Finance and/or Financial Services Officer.

The Director of Finance ~~Administrative Services Director~~ or designee will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

B. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

A. The City's Director of Finance ~~Administrative Services Director~~ or designee will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:

1. Institutions licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, with proof of FINRA certification.

~~1.~~2. Primary government dealers as designated by the Federal Reserve Bank;

~~2.~~3. Nationally or state-chartered banks;

4. The Federal Reserve Bank;

~~3.~~5. Savings association or federal association (as defined in Section 5102 of the Financial Code); and

~~4.~~6. ~~4.~~ Direct issuers of securities eligible for purchase.

B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

C .All financial institutions which desire to become qualified bidders for investment

transactions (and which are not dealing only with the investment adviser) must supply the Director of Finance ~~Administrative Services Director~~ or designee with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq*. and the City's Investment Policy.

D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.

E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

A. *Delivery-versus-payment*: Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.

B. *Third-party safekeeping*: To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.

C. *Competitive transactions*: All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

1. **Municipal Bonds.** These include bonds of the City, the State of California, any other municipality, within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.

   a. Are rated in the category of "A" or better by at least two nationally recognized statistical rating organizations; and

   b. No more than 5% per issuer.

c. No more than 30% of the total portfolio may be invested in municipal bonds.

2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.

3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.

4. **Banker's acceptances**, provided that:

   a. They are issued by institutions with short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical-rating organizations (NRSRO); and have long-term debt obligations which are rated in rating category "A" or higher by at least two nationally recognized statistical rating organizations;

   b. The maturity does not exceed 180 days; and

   c. No more than 40% of the total portfolio may be invested in banker's acceptances and no more than 5% per issuer.

5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

   a. The amount per institution is limited to the maximum covered under federal insurance; and

   b. The maturity of such deposits does not exceed 5 years.

6. **Certificate of Deposit Placement Service (CDARS)**

   a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS

   b. The maturity of CDARS deposits does not exceed 5 years.

7. **Negotiable certificates of deposit (NCDs)**, provided that:

a. They are issued by institutions which have long-term obligations which are rated "A" or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;

b. The maturity does not exceed 5 years; and

c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

8. **Commercial paper**, provided that:

a. The maturity does not exceed 270 days from the date of purchase;

b. The issuer is a corporation organized and operating in the United States with assets in excess of $500 million;

c. They are issued by institutions whose short term obligations are rated "A-1" or higher, or the equivalent, by at least two nationally recognized statistical rating organizations; and whose long-term obligations are rated "A" or higher by at least two nationally recognized statistical rating organizations; and

d. No more than 25% of the total portfolio is invested in commercial paper and no more than 5% per issuer. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000.

9. **State of California Local Agency Investment Fund (LAIF)**, provided that:

a. The City may invest up to the maximum permitted amount in LAIF; and

b. LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude it from the City's list of allowable investments, provided that the fund's reports allow the Director of Finance ~~Administrative Services Director~~ or Financial Services Officer or designee to adequately judge the risk inherent in LAIF's portfolio.

10. **Local government investment pools.**

a. San Diego County Investment Pool

11. **Corporate medium term notes (MTNs)**, provided that:

a. Such notes have a maximum maturity of 5 years;

b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;

c. Are rated "A" category or better by at least one nationally recognized statistical rating organization; and

d. Holdings of medium-term notes may not exceed 30% of the total portfolio and no more than 5% per issuer.

12. **Mortgage pass-through securities, asset-backed securities, and collateralized mortgage obligations from issuers not defined in sections 2 and 3 of the Authorized and Suitable Investments section of this policy,** provided that such securities:

a. Have a maximum stated final maturity of 5 years.

b. Be rated in a rating category of "AA" or its equivalent or better by a nationally recognized statistical rating organization.

c. Purchase of securities authorized by this subdivision may not exceed 20% of the total portfolio.

13. **Money market mutual funds** that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

a. Provided that such funds meet either of the following criteria:

1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or,

2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of $500 million.

b. Purchase of securities authorized by this subdivision may not exceed 20% of the total portfolio.

14. **Supranationals**, provided that:

a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.

b. The securities are rated in a category of "AA" or higher by a NRSRO.

c. No more than 30% of the total portfolio may be invested in these securities.

d. No more than 10% of the total portfolio may be invested in any single issuer.

e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. The following are prohibited investment vehicles and practices:

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.

2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.

3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.[AS2]

4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.

5. Purchasing or selling securities on margin is prohibited.

6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.

7. The purchase of foreign currency denominated securities is prohibited.

8. The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

B. Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;

2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;

3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and

4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

    a. If a security is downgraded, the Director of Finance ~~Administrative Services Director~~ or designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.

    b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;

2. The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%;

3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and

4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City's investment objectives, constraints and risk tolerances. The City's current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

A. Overall objective: The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.

B. Specific objective: The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City's investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

A. Procedures: The Director of Finance ~~Director of Administrative Services~~ or designee will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance ~~Director of Administrative Services~~ or designee.

B. Internal Controls: The Director of Finance ~~Director of Administrative Services~~ or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be in the City's investment procedures manual.

XII. REPORTING AND REVIEW

A. Monthly reports: The Director of Finance and/or Financial Services Officer must submit a monthly report to the legislative body accounting for transactions made during the reporting period.

B. Quarterly reports: Quarterly investment reports will be submitted by the Director of Finance ~~Administrative Services Director~~ or designee to the City Council, at an agendized meeting within 45 days of the end of the quarter. Consistent with the requirements contained in California Government Code Section 53646, information in the quarterly investment reports shall include, but not be limited to, the following:

1. Type of investment
2. Name of issuer and/or financial institution
3. Date of purchase
4. Date of maturity
5. Current market value for all securities
6. Rate of interest
7. Purchase price of investment
8. Other data as required by the City

C. Annual Policy review: The Investment Policy will be reviewed at least annually within 120 days of the end of the fiscal year and, as necessary, adopted, to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53609 and 53630-53686
Investment Company Act of 1940
Investment Advisers Act of 1940
Securities and Exchange Commission Rule #15C3-1
Appendix I attached: “Authorized Personnel”
Appendix II attached: “Glossary of Investment Terms”

Prior Policy Amendments

October 23, 1990 – Established Policy
May 9, 1995 (Resolution No. 95-62) Updated Policy and Inclusion in the Policy Manual and Amend policy adopted October 23, 1990
August 6, 1996 (Resolution No. 96-130)
August 26, 1997 (Resolution No. 97-110)
October 6, 1998 (Resolution No. 98-136)
September 7, 1999 (Resolution No. 99-130)
October 2, 2001 (Resolution No. 2001-151)

CITY COUNCIL POLICY
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October 1, 2002 (Resolution No. 2002-149)
October 7, 2003 (Resolution No. 2003-139)
June 7, 2005 (Resolution No. 2005-118)
October 4, 2005 (Resolution No. 2005-215)
August 21, 2007 (Resolution No. 2007-202)
February 19, 2008 (Resolution No. 2008-37)
February 19, 2008 (Resolution No. 2008-38) CDC
January 10, 2012 (Resolution No. 2012-09)
December 10, 2013 (Resolution No. 2013-189)
December 16, 2014 (Resolution No. 2014-172)
December 15, 2015 (Resolution No. 2015-186)
December 6, 2016 (Resolution No. 2016-189)
October 17, 2017 (Resolution No. 2017-203)
November 20, 2018 (Resolution No. 2018-189)
August 18, 2020 (Resolution No. 2020-151)
June 21, 2022 (Resolution No. 2022-107)
August 15, 2023 (Resolution No. 2023-116)
November 19, 2024 (Resolution No. TBD)

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Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager
Assistant City Manager
Financial Services Officer
Director of ~~Administrative Services~~ Finance or designee

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Appendix II
GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "Freddie Mac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and Freddie Mac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "Fannie Mae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "Ginnie Mae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset-Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker's acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower

rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

~~**Debenture.** A bond secured only by the general credit of the issuer.~~

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

~~**Derivative**. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.~~

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to

changes in interest rates. (See modified duration).
Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.
Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.
Fiduciary. A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in the best interests of their clients.
Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).
Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.
Liquidity: The speed and ease with which an asset can be converted to cash.
Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.
Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.
Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."
Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.
Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.
Market value. The price at which a security can be traded.
Marking to market. The process of posting current market values for securities in a portfolio.
Maturity. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.
Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.
Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.
Short Term. Less than one (1) years' time.
Structured note. Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.~~A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.~~
Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.
Total rate of return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.
US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.
Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.
Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.
Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.
Value. Principal plus accrued interest.
Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.
Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Investments	**POLICY #203**
ADOPTED: October 23, 1990	**AMENDED:** November 19, 2024

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

CalPERS, OPEB trusts, and the investment of employees' deferred compensation funds invested pursuant to Government Code Section 53609.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

1. *Safety*: Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

2. *Liquidity*: The investment portfolio will remain sufficiently liquid to meet all operating requirements

3. *Return*: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

A. *Prudent Investor Standard*: Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

> **"…**all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

B. *Indemnification*: The Director of Finance or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.

C. *Ethics*: Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DELEGATION OF AUTHORITY

A. Authority to manage the City's investment program is derived from California Government Code Section 53600 *et seq*. The City Council is responsible for the City's cash management, including the administration of this Investment Policy. Management

responsibility for the cash management of City funds is hereby delegated to the Director of Finance and/or Financial Services Officer.

The Director of Finance or designee will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

B. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

A. The City's Director of Finance or designee will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:

1. Institutions licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, with proof of FINRA certification.
2. Primary government dealers as designated by the Federal Reserve Bank;
3. Nationally or state-chartered banks;
4. The Federal Reserve Bank;
5. Savings association or federal association (as defined in Section 5102 of the Financial Code); and
6. Direct issuers of securities eligible for purchase.

B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

C All financial institutions which desire to become qualified bidders for investment

transactions (and which are not dealing only with the investment adviser) must supply the Director of Finance or designee with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq*. and the City's Investment Policy.

D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.

E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

A. *Delivery-versus-payment*: Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.

B. *Third-party safekeeping*: To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.

C. *Competitive transactions*: All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

1. **Municipal Bonds.** These include bonds of the City, the State of California, any other municipality, within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.

   a. Are rated in the category of "A" or better by at least two nationally recognized statistical rating organizations; and

   b. No more than 5% per issuer.

c. No more than 30% of the total portfolio may be invested in municipal bonds.

2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.

3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.

4. **Banker's acceptances**, provided that:

   a. They are issued by institutions with short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical-rating organizations (NRSRO); and have long-term debt obligations which are rated in rating category "A" or higher by at least two nationally recognized statistical rating organizations;

   b. The maturity does not exceed 180 days; and

   c. No more than 40% of the total portfolio may be invested in banker's acceptances and no more than 5% per issuer.

5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

   a. The amount per institution is limited to the maximum covered under federal insurance; and

   b. The maturity of such deposits does not exceed 5 years.

6. **Certificate of Deposit Placement Service (CDARS)**

   a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS

   b. The maturity of CDARS deposits does not exceed 5 years.

7. **Negotiable certificates of deposit (NCDs)**, provided that:

   a. They are issued by institutions which have long-term obligations which are rated

"A" or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;

b. The maturity does not exceed 5 years; and

c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

8. **Commercial paper**, provided that:

   a. The maturity does not exceed 270 days from the date of purchase;

   b. The issuer is a corporation organized and operating in the United States with assets in excess of $500 million;

   c. They are issued by institutions whose short term obligations are rated "A-1" or higher, or the equivalent, by at least two nationally recognized statistical rating organizations; and whose long-term obligations are rated "A" or higher by at least two nationally recognized statistical rating organizations; and

   d. No more than 25% of the total portfolio is invested in commercial paper and no more than 5% per issuer. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000.

9. **State of California Local Agency Investment Fund (LAIF)**, provided that:

   a. The City may invest up to the maximum permitted amount in LAIF; and

   b. LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude it from the City's list of allowable investments, provided that the fund's reports allow the Director of Finance or Financial Services Officer or designee to adequately judge the risk inherent in LAIF's portfolio.

10. **Local government investment pools.**

    a. San Diego County Investment Pool

11. **Corporate medium term notes (MTNs)**, provided that:

    a. Such notes have a maximum maturity of 5 years;

b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;

c. Are rated "A" category or better by at least one nationally recognized statistical rating organization; and

d. Holdings of medium-term notes may not exceed 30% of the total portfolio and no more than 5% per issuer.

12. **Mortgage pass-through securities, asset-backed securities, and collateralized mortgage obligations from issuers not defined in sections 2 and 3 of the Authorized and Suitable Investments section of this policy,** provided that such securities:

a. Have a maximum stated final maturity of 5 years.

b. Be rated in a rating category of "AA" or its equivalent or better by a nationally recognized statistical rating organization.

c. Purchase of securities authorized by this subdivision may not exceed 20% of the total portfolio.

13. **Money market mutual funds** that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

a. Provided that such funds meet either of the following criteria:

1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or,

2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of $500 million.

b. Purchase of securities authorized by this subdivision may not exceed 20% of the total portfolio.

14. **Supranationals**, provided that:

a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.

b. The securities are rated in a category of "AA" or higher by a NRSRO.

c. No more than 30% of the total portfolio may be invested in these securities.

d. No more than 10% of the total portfolio may be invested in any single issuer.

e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. The following are prohibited investment vehicles and practices:

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.

2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.

3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.[AS2]

4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.

5. Purchasing or selling securities on margin is prohibited.

6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.

7. The purchase of foreign currency denominated securities is prohibited.

8. The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

B. Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;

2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;

3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and

4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

    a. If a security is downgraded, the Director of Finance or designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.

    b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;

2. The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%;

3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and

4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City's investment objectives, constraints and risk tolerances. The City's current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

A. Overall objective: The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.

B. Specific objective: The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City's investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

A. Procedures: The Director of Finance or designee will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance or designee.

B. Internal Controls: The Director of Finance or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be in the City's investment procedures manual.

XII. REPORTING AND REVIEW

A. Monthly reports: The Director of Finance and/or Financial Services Officer must submit a monthly report to the legislative body accounting for transactions made during the

reporting period.

B. Quarterly reports: Quarterly investment reports will be submitted by the Director of Finance or designee to the City Council, at an agendized meeting within 45 days of the end of the quarter. Consistent with the requirements contained in California Government Code Section 53646, information in the quarterly investment reports shall include, but not be limited to, the following:

1. Type of investment
2. Name of issuer and/or financial institution
3. Date of purchase
4. Date of maturity
5. Current market value for all securities
6. Rate of interest
7. Purchase price of investment
8. Other data as required by the City

C. Annual Policy review: The Investment Policy will be reviewed at least annually within 120 days of the end of the fiscal year and, as necessary, adopted, to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53609 and 53630-53686
Investment Company Act of 1940
Investment Advisers Act of 1940
Securities and Exchange Commission Rule #15C3-1
Appendix I attached: “Authorized Personnel”
Appendix II attached: “Glossary of Investment Terms”

Prior Policy Amendments

October 23, 1990 – Established Policy
May 9, 1995 (Resolution No. 95-62) Updated Policy and Inclusion in the Policy Manual and Amend policy adopted October 23, 1990
August 6, 1996 (Resolution No. 96-130)
August 26, 1997 (Resolution No. 97-110)
October 6, 1998 (Resolution No. 98-136)
September 7, 1999 (Resolution No. 99-130)
October 2, 2001 (Resolution No. 2001-151)
October 1, 2002 (Resolution No. 2002-149)
October 7, 2003 (Resolution No. 2003-139)
June 7, 2005 (Resolution No. 2005-118)
October 4, 2005 (Resolution No. 2005-215)
August 21, 2007 (Resolution No. 2007-202)
February 19, 2008 (Resolution No. 2008-37)

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Investments	**POLICY #203**
ADOPTED: October 23, 1990	**AMENDED:** November 19, 2024

February 19, 2008 (Resolution No. 2008-38) CDC
January 10, 2012 (Resolution No. 2012-09)
December 10, 2013 (Resolution No. 2013-189)
December 16, 2014 (Resolution No. 2014-172)
December 15, 2015 (Resolution No. 2015-186)
December 6, 2016 (Resolution No. 2016-189)
October 17, 2017 (Resolution No. 2017-203)
November 20, 2018 (Resolution No. 2018-189)
August 18, 2020 (Resolution No. 2020-151)
June 21, 2022 (Resolution No. 2022-107)
August 15, 2023 (Resolution No. 2023-116)
November 19, 2024 (Resolution No. TBD)

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Investments	**POLICY #203**
ADOPTED: October 23, 1990	**AMENDED:** November 19, 2024

Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager
Assistant City Manager
Financial Services Officer
Director of Finance or designee

Appendix II
GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "Freddie Mac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and Freddie Mac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "Fannie Mae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "Ginnie Mae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset-Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker's acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower

rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Fiduciary. A person or organization that acts on behalf of another person(s) or organization

that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in the best interests of their clients.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) years' time.

Structured note. Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded

options and shifts in the shape of the yield curve.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING CITY COUNCIL POLICY No. 203, "INVESTMENTS," AS AMENDED

WHEREAS, City Council Policy No. 203, "Investments" states, "the Investment Policy will be reviewed at least annually and, as necessary, adopted, to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends."; and

WHEREAS, after a review of the current policy, a few small adjustments are proposed to align the National City policy with recent changes in state law; and

WHEREAS, the amended policy makes no significant changes to the City of National City investment goals, authorized investment instruments, or risk management.

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 adoption of City Council Policy No. 203, titled "Investments" as provided with report.

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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works Department**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Approval of a Construction and Maintenance Agreement with San Diego Metropolitan Transit System to allow National City to Use a Portion of the 8th Street Transit Center Parking Lot for the Construction and Use of a Covered Storage Area with Solar Charging

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City National City, California, Authorizing the Mayor to Execute a Construction and Maintenance Agreement with San Diego Metropolitan Transit System for Use of a Portion of the 8th Street Transit Center Lot for Construction and Operations Related to the Free Ride Around National City Neighborhood Electric Vehicle Shuttle Program."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Clean Mobility Options (CMO) Voucher Pilot Program is an initiative of the California Air Resources Board funded by the California Climate Investment Program. Its primary goal is to provide funding for zero-emission shared mobility options to underserved communities in California.

On August 3, 2021, the City Council adopted Resolution No. 2021-104 authorizing the City's participation in the CMO Voucher Pilot Program from the California Air Resources Board for the Free Ride Around National City (FRANC) Neighborhood Electric Vehicle (NEV) Shuttle Program (the "FRANC").

On December 6, 2022, the City Council adopted Resolution No. 2022-196 thereby appropriating $999,996 from the CMO Voucher Pilot Program for the FRANC, which is intended to provide first and last mile connections for the trolley station as well as connections to other origins and destinations in Downtown and Westside National City.

On June 20, 2023, the City Council adopted Resolution No. 2023-83 awarding an agreement with Circuit Transit, Inc. to provide the FRANC, and Resolution No. 2023-89 authorizing an appropriation in the amount of $400,000 for funding from the San Diego Port District for the FRANC program.

The City of National City submitted a grant request in late 2023 for a Mobility Hub and program at the 8th Street Trolley Station and was notified in Spring of 2024 of the intent to award along with 19 other projects in California.

The CMO Voucher Pilot Program provided funding for both a service operation and a capital improvement component. In addition to the FRANC shuttle, which began operating as of September 2023, the funded scope also includes constructing a storage facility that provides the ability to securely store and charge the NEV shuttles. This facility is known as the 8th St. Mobility Hub for the FRANC NEV Shuttle Project, CIP No. 22-25, and will consist of a fenced-in area where the NEVs can be locked and plug into an electric vehicle charger overnight, which will be powered by solar panels. This will be constructed at the 8th Street Transit Center Parking Lot, which is managed and controlled by MTS through a lease from Naval Base San Diego.

On March 19, 2024, City Council adopted Resolution 2024-16 which authorized the execution of a Railroad Right-of-Way License Agreement (License Agreement) and a Right of Entry Permit with MTS for the purpose of using a portion of the 8th Street Transit Center Lot for the construction and use of a solar powered storage area for the FRANC shuttle operation.

On April 3, 2024, the project was advertised and one bid was received by the May 30, 2024 deadline. Subsequent to the bid opening, MTS determined that the License Agreement provided to the City was the wrong agreement template and, instead a Construction and Maintenance Agreement (CMA) that includes a license and access rights was the appropriate agreement for the uses contemplated. Therefore, the previous railroad right-of-way license and right of entry permit approved by the City Council on March 19, 2024 is not applicable and was not executed by MTS.

Since the low bidder was unwilling to maintain their bid until such time as a CMA could be finalized and executed between the City and MTS, the City could not proceed with awarding the contract. After agreeing to terms with MTS on the CMA, staff re-advertised the project on September 24, 2024, and three bids were received by the October 17, 2024 deadline. Concurrently with this agenda report, the construction contract award for the 8th St. Mobility Hub for the FRANC NEV Shuttle Project, CIP No. 22-25, is included as an item for consideration and approval on the November 19, 2024 City Council Agenda.

The proposed CMA allows the rights granted at no cost to the City and is for an indefinite term. The City has the right to terminate the CMA by providing 120 days' notice to MTS, which would subsequently require removal of the improvements. The proposed CMA includes the attached exhibits that form part of the License:

- Exhibit A – City's 8th Street Mobility HUB Construction Plan Sheet LC-1.0.
- Exhibit B – Site Area of proposed FRANC vehicle storage area and the construction staging area.
- Exhibit C – Rendering of the proposed storage area with solar roof for vehicle charging.
- Exhibit D – Right-of-Way USA Easement from the Federal Government (Navy) to MTS.
- Exhibit E - USA Approval from the Federal Government for City's use.
- Exhibit F – Sample MTS Right of Entry Permit for the construction of the vehicle storage and use.

FINANCIAL STATEMENT:
Execution of this CMA does not have any direct costs to the City.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
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:
Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Construction and Maintenance Agreement with Exhibits
Exhibit B – Resolution

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT ("CMA") is made and entered into this _____ day of _____, 2024, by and between the SAN DIEGO METROPOLITAN TRANSIT SYSTEM ("MTS") and CITY OF NATIONAL CITY, a California municipal corporation ("CITY") (collectively the "Parties").

RECITALS

WHEREAS, MTS is a public transit agency established pursuant to California Public Utilities Code Section 120000, *et seq* that operates the Blue Line Trolley, a light rail public transit service with stations located at 8th Street and 24th Street in the CITY.

WHEREAS, CITY proposes to operate a "first/last-mile" electric shuttle service called Free Ride Around National City ("FRANC") within a specified service area that includes the 8th Street Trolley Station and the 24th Street Trolley Station, through a contract between CITY and Circuit Transit Inc.

WHEREAS, CITY desires to establish a mobility hub for the FRANC service at the 8th Street Trolley Station, which would include a designated shuttle stop (as shown **in Exhibit A**) and an exclusive area for secure storage and charging of up to three (3) electric shuttles in the FRANC fleet (as shown in **Exhibits A, B and C**) (collectively the "Project").

WHEREAS, the Parties agree that CITY will construct, operate, and maintain the Project and CITY will reimburse MTS for all eligible costs according to the terms and conditions set forth below.

NOW, THEREFORE, IT IS AGREED:

1. **CITY Project**.

(a) **License.** MTS agrees to grant to CITY, at no cost to CITY, the right to use a certain portion of the 8th Street Trolley Station in the City of National City, County of San Diego, described in **Exhibits A, B, and C,** solely for the purpose of constructing, maintaining and operating the Project, in strict accordance with the provisions of this CMA:

<u>FRANC Shuttle Drop-Off Area</u> – Location designated on **Exhibit A** as "NEV SHUTTLE DROP-OFF AREA". This location shall solely be used by CITY for the purpose of dropping off and picking up passengers at the 8th Street Trolley Station, including the installation of a bench.

<u>FRANC Shuttle Secure Storage and Charging Area</u> – Location designated on **Exhibit A** as "NEV SHUTTLE PARKING ENCLOSURE AREA" and further depicted on **Exhibits B** and **C**. This location shall solely be used by CITY for the purpose of storing and charging up to three (3) FRANC electric shuttles, as well as incidental operations and activities including, but not limited to, cleaning of shuttles, minor maintenance, and related activities of FRANC or CITY personnel.

No other operations related to the FRANC service or other CITY purpose shall be conducted from this area without MTS's express, written permission. The Parties acknowledge that CITY's storage and charging area shall include photovoltaic panels and electrical service from San Diego Gas & Electric under CITY's account, with any charges or credits therefrom accruing to CITY.

This access right is granted subject to any and all prior, continuing, and future rights and obligations of MTS (including its licensees, successors and assigns) to use the 8th Street Trolley Station for transit purposes and other consistent uses, including, but not limited to, existing and future transportation activities, utilities, communication systems, pipeline facilities and appurtenances in, upon, over, across and along the 8th Street Trolley Station, and there is expressly reserved unto MTS, and its respective successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, operate, and use any and all existing and future facilities and appurtenances related to the above-referenced uses.

For purposes of the license granted by this CMA, CITY shall include parties contracted by the CITY for and related to operation of the FRANC (currently, Circuit Transit Inc.).

(b) **No Cost to MTS; Cost Reimbursement.** The Parties agree that CITY will construct and maintain the Project at no cost to MTS. CITY agrees to reimburse MTS for all consultant and other direct expenses incurred by MTS as a result of reviewing, approving and overseeing CITY's construction and maintenance of the Project. To the extent feasible, MTS will provide CITY with an estimate of such costs in advance and provide CITY with an opportunity to meet and confer with MTS on the need and reasonableness of such expenses.

(c) **No Obligation of MTS to Provide Administrative or Operational Support to Project.** The Parties agree that nothing in this CMA requires or obligates MTS to provide security, customer service, janitorial, vehicle operators, maintenance, technology, or other services or assistance that are necessary for CITY to operate and maintain the Project. Use of the 8th Street Trolley Station by CITY shall be at CITY's own risk of loss and damage. MTS shall have no obligation to modify or adjust its own operations or personnel assigned to the 8th Street Trolley Station to support CITY or the Project.

2. **Use**. If CITY shall use the Project and/or 8th Street Trolley Station for any purpose other than as approved by MTS, or fail to act in accordance with the provisions of this CMA, or act in a manner which interferes with the use of the 8th Street Trolley Station by MTS (including its licensees, successors and assigns), then MTS (or its successors and assigns) shall provide CITY with a timely written notice of any claim of default, meet and confer with CITY regarding the claim of default, and allow CITY a reasonable opportunity to cure the default so long as CITY proceeds expeditiously to cure the default. If CITY fails to cure the default in a timely manner, MTS may exercise its remedies at law or equity against CITY, including barring CITY or the public from using the 8th Street Trolley Station until the default is cured pursuant to Section 11(a) below. It is expressly understood and agreed by MTS and CITY that CITY shall use the Project without causing interference or damage to parking lot, landscaping, trolley station, catenary wires, pipelines, electric lines, telephone lines, telegraph lines, communications systems and other facilities of like character, existing or constructed during the term of this CMA over, under, along and across the Project and/or 8th Street Trolley Station. CITY hereby agrees that it will indemnify

and save harmless MTS from and against any and all liability for any such interference or damage by the CITY or its contractors or agents as more expressly set forth below in Section 8.

3. **Conditions and Limitations**.

(a) **Conditions and Limitations on Use.**

(i) CITY shall comply with all applicable terms, conditions, directives and requirements of MTS's policies regarding rights-of-way and other MTS ordinances, rules and regulations. CITY shall comply with all applicable laws and regulations of the federal, state, county, local governments and all administrative agencies thereof which may have jurisdiction over CITY's construction, maintenance and operation of the Project.

(ii) No use, construction, or maintenance by CITY or on CITY's behalf on the Project will interfere with any type of transit operations at the 8th Street Trolley Station.

(iii) Except as authorized in Section 1(a), CITY shall not leave any personal property or equipment on the 8th Street Trolley Station unattended at any time unless approved by MTS.

(b) **Limitations on Access.** The permission to be granted by MTS to CITY is without warranty of title of any kind, expressed or implied, and is subject to and subordinate to all prior licenses, leases, easements, restrictions, reservations, conditions, covenants, encumbrances, rights-of-way, liens and claims of title which may in any manner encumber the 8th Street Trolley Station. MTS is only required to seek resolution of any violations of this CMA from CITY. Under no circumstances shall the granting of the rights under this CMA be construed as creating any obligations or duties by MTS to the public, CITY, or any other individual or entity as it relates to the Project or MTS's 8th Street Trolley Station.

(i) CITY expressly acknowledges that MTS's right to use and operate the 8th Street Trolley Station is pursuant to a right-of-way easement granted to MTS by the United States of America ("USA") in document number 2013-07336968 recorded at the San Diego County Recorder's Office on December 23, 2013 attached to this Agreement as **Exhibit D** (the "USA Easement"). CITY's Project is considered a transit use consistent with the USA Easement and was approved by the USA via letter dated January 26, 2024, subject to the plans approved by them. (**Exhibit E**)

4. **Maintenance of Project.** CITY shall maintain at its expense the Project and appurtenances constructed pursuant to the terms of this CMA and which are over, under, along and across the 8th Street Trolley Station. Except as it relates to routine day-to-day maintenance such as sweeping, trash collection, or power washing under Section 6, in performing its maintenance obligations in accordance with this Section 4, the CITY and/or its contractors, agents and assigns shall notify MTS 72 hours prior to any entry onto the 8th Street Trolley Station for any

purpose (except for emergency maintenance and repairs, in which case CITY shall notify MTS as soon as is possible under the circumstances) and will comply with MTS's rules and regulations concerning use of and work within the 8th Street Trolley Station, and the instructions of MTS's representatives in relation to the proper manner of protecting MTS's parking lot, landscaping, trolley station, tracks and traffic moving thereon, pole lines, signals, and other property of MTS, or its tenants or licensees, at or in the vicinity of any maintenance work, and shall perform such work at such times as shall not endanger or interfere with safe and timely operation of MTS's track and other facilities. All of CITY's maintenance and operational activities pursuant to this CMA shall comply with applicable local, state, and federal laws and regulations, including but not limited to building codes, environmental health & safety rules and regulations, and stormwater best maintenance practices.

5. **Construction Right of Entry Permit**. The exercise of any and all rights provided by this CMA is subject to the requirement that the CITY and/or its contractors and agents first obtain a Right of Entry Permit ("ROE Permit"), in substantially the same format as **Exhibit F** or MTS's then current ROE Permit form, from MTS prior to entry onto the 8th Street Trolley Station for the construction or maintenance of the Project. The ROE Permit requires that the CITY and/or its contractors and agents procure and maintain in force at all times during the construction contract, the insurance described in this CMA. MTS shall timely process any applications required to obtain the ROE Permit and shall not unreasonably deny or delay the issuance of such ROE Permit. The CITY and/or its contractors and agents will comply with all MTS policies, rules and regulations as stated in the ROE Permit, and the instructions of MTS's representatives in relation to the proper manner of protecting the parking lot, landscaping, trolley station, railroad tracks and traffic moving thereon, catenary lines, pull lines, signals and other property of MTS or their respective tenants or licensees, during the period of construction of the Project and shall perform the work at such times and in such a manner so as not to endanger or interfere with the safe and timely operation of the 8th Street Trolley Station and other facilities.

6. **Maintenance ROE Permit.** Notwithstanding the foregoing, MTS hereby grants to CITY a Durable Maintenance ROE Permit to allow CITY to enter onto the Project area for routine maintenance of the Project, including, but not limited to, activities such as trash removal, minor repairs, and similar maintenance activities. The Durable Maintenance ROE Permit shall remain effective throughout the life of this CMA and be subject to all of the terms of this CMA, including but not limited to the indemnity and insurance provisions. Entry onto the 8th Street Trolley Station by individuals or entities other than the CITY (such as contractors, agents, and non-CITY employees) or entry onto the 8th Street Trolley Station by CITY for work outside of the Project area, shall require a separate ROE Permit as specified in Section 5.

7. **Notice**. The exercise of any and all rights provided to CITY by this CMA is also subject to the notice requirements set forth in the ROE Permits for the construction and maintenance of the Project, prior to entry onto the 8th Street Trolley Station for any purpose.

8. **Indemnification**.

(a) CITY

Without limiting its right to defense and indemnity from MTS arising under Section 8(b), CITY agrees to indemnify, defend and hold harmless MTS, its Board, officers, directors, agents, and employees, the San Diego and Imperial Valley Railroad ("SD&IV"), San Diego & Arizona Eastern Railway ("SD&AE"), San Diego Trolley, Inc. ("SDTI"), San Diego Transit Corporation ("SDTC"), the USA, their officers, directors, agents and employees ("MTS Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including, but not limited to, third party claims, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the MTS Indemnitees arising out of or connected with (i) the Project, (ii) this CMA, (iii) the maintenance of any device or appurtenance implemented under this CMA, or (iv) any negligent acts or omissions or willful misconduct on the part of the CITY, its City Council members, officers, agents, contractors, employees, or invitees. The requirements as to the types and limits of the insurance coverage to be maintained by the CITY as required by Section 9, and any approval of the insurance by MTS, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this CMA, including but not limited to, the provisions concerning indemnification. CITY shall not be held liable nor have indemnification obligations where related to the negligence or willful misconduct by MTS Indemnitees.

(b) MTS

Without limiting its right to defense and indemnity from CITY arising under Section 8(a), MTS agrees to indemnify, defend and hold harmless the CITY and its City Council members, officers, agents, volunteers, contractors, and employees ("CITY Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are asserted against the CITY Indemnitees arising out of or connected with any negligent acts or omissions or willful misconduct on the part of MTS, its Board, officers, agents, contractors, or employees, under or in connection with the Project or this CMA. MTS shall have no obligation to indemnify any invitee of CITY.

(c) Concurrent Negligence

In the event of any acts or omissions of concurrent negligence which results in the filing of a demand, claim, or complaint against the Parties, each party shall defend and represent itself such that each party shall bear its own costs and attorneys' fees.

(d) Limitation of Liability

Neither MTS nor CITY shall be liable for any consequential, indirect, special or punitive damages.

9. **Insurance.** The CITY, at its sole cost and expense, shall procure and maintain the following insurance:

(a) General Liability

(i) The CITY shall maintain $5 million of general liability coverage. Upon request by MTS, the CITY shall provide satisfactory evidence that it meets the insurance requirements of this CMA.

(ii) The coverage described above shall cover bodily injury (including death) and property damage liability, owned and non-owned equipment, and blanket contractual liability.

(iii) All such policies shall name in the endorsement San Diego Metropolitan Transit System, San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company, San Diego and Imperial Valley Railroad, San Diego Transit Corporation, United States of America, and their directors, officers, agents, and employees as additional insureds as their interests may appear.

(b) Automobile Liability

(i) The CITY shall maintain $2 million of automobile liability coverage. Upon request by MTS, the CITY shall provide satisfactory evidence that it meets the insurance requirements of this CMA.

(ii) The insurance shall indemnify against loss from liability imposed by law for damages on account of bodily injury, property damage, and personal injury. The automobile coverage shall cover all owned, non-owned and hired automobiles.

(c) Workers Compensation. CITY shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the 8th Street Trolley Station all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. CITY shall provide employers' liability insurance in the amount of not less than $2 million per accident for bodily injury and disease. By its signature hereunder, CITY certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions in connection with any work performed on the Site. Any persons providing services with or on behalf of the CITY shall be covered by workers' compensation (or qualified self-insurance.) Except in the case of sole negligence active negligent acts or omissions or sole willful misconduct on the part of MTS, its Board, officers, agents, contractors, or employees, under or in connection with the Project or this

CMA, CITY waives any rights of subrogation against MTS or any of their subsidiaries, and the policy form must permit and accept such waiver.

(e) For any claims arising out of or connected with this CMA, including but not limited to the maintenance of any improvement installed or FRANC shuttle services operated under this CMA, and any negligent acts or omissions on the part of the CITY, its Council, officers, agents, contractors, or employees, or the CITY's operations or activities, CITY's insurance shall be primary insurance to the MTS Indemnitees. Any insurance, self-insurance or other coverage maintained by the MTS Indemnitees shall not contribute to it. All policies and coverages shall contain a provision for ten (10) days' written notice by the insurer(s) to the MTS Contracts Specialist of any cancellation of coverage. A ten-day notice is required for non-payment of premium.

(f) The CITY shall insure that every contractor or subcontractor retained to perform the construction or maintenance of the Project, who enters upon, uses, or performs any work upon the 8th Street Trolley Station by or on behalf of CITY shall provide to MTS evidence of insurance as follows:

(i) Commercial General Liability. At all times during this contract and, with respect to Products and Completed Operations Liability, for twelve (12) months following the acceptance of the work by MTS, Contractor agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to MTS with minimum policy limits of $2 million (per occurrence) for any general contractor and $4 million (aggregate) for any sub-contractors. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Aggregate Limits per Project
- Products/Completed Operations Liability
- No Explosion, Collapse, and Underground (XCU) exclusion
- Contractual Liability, with respect to this agreement
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors

All such policies shall name in the endorsement San Diego Metropolitan Transit System, San Diego Trolley, Inc., San Diego Transit Corporation, San Diego and Arizona Eastern Railway, San Diego and Imperial Valley Railroad, United States of America, and their directors, officers, agents, and employees as additional insureds as their interests may appear. Except in the case of sole negligence active negligent acts or omissions or sole willful

misconduct on the part of MTS, its Board, officers, agents, contractors, or employees, under or in connection with the Project or this CMA, all general liability coverages required under this Section 9(f) are primary and that any insurance of MTS, SDTI, SDTC, SD&AE, SD&IV, USA, and the CITY shall be excess and noncontributory (endorsement required).

(ii) Automobile Liability. At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, non-owned, and hired vehicles at a minimum policy limit of $2 million. All such policies shall name in the endorsement San Diego Metropolitan Transit System, San Diego Trolley, Inc., San Diego Transit Corporation, San Diego and Arizona Eastern Railway, San Diego and Imperial Valley Railroad, United States of America, and their directors, officers, agents, and employees as additional insureds as their interests may appear.

(iii) Workers' Compensation/Employer Liability. At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements at a minimum policy limit of $1 million. Except in the case of sole negligence active negligent acts or omissions or sole willful misconduct on the part of MTS, its Board, officers, agents, contractors, or employees, under or in connection with the Project or this CMA, Contractor waives any rights of subrogation against MTS, SDTI, SDTC, SD&AE, SD&IV, USA, and CITY and the policy form must permit and accept such waiver.

(iv) Notice. All policies and coverages shall contain a provision for ten (10) days' written notice by the insurer(s) to MTS Contracts Specialist of any cancellation of coverage. A ten-day notice is required for non-payment of premium.

(g) Not less than once every five (5) years, MTS shall have the right to revise the insurance requirements set forth above in order to keep the limits consistent with MTS's standard requirements at the time.

10. **Co-operation in Defense of Claims.** The Parties agree to co-operate in good faith to seek a prompt disposition, by way of dismissal or summary judgment, of any claim or litigation alleging liability of any party to this CMA, based on the construction, maintenance or operation of the Project.

11. **Default; Termination.**

(a) In the event that CITY fails to perform any obligation under this CMA, CITY shall pay all costs and expenses incurred by MTS in obtaining performance of such obligations, including costs of suit and reasonable attorney's fees. If CITY uses the 8th Street Trolley Station for any purpose not expressly authorized by this CMA or fails to act strictly in accordance with the terms and conditions of this CMA, and if such default is not corrected within thirty (30) days' notice from MTS to CITY, MTS may prevent CITY from entering the 8th Street Trolley Station until the default is corrected. If MTS determines that any default by CITY does or has the potential to cause a danger to the 8th Street Trolley Station, transit or railroad operations, and CITY fails or refuses to timely correct the default, MTS may perform such work as is reasonable and necessary to remedy the danger, and CITY shall reimburse MTS for all costs and damages so incurred for correcting the default. If CITY fails or refuses to correct any default after such notice, or refuses to timely reimburse MTS for the work required to remedy the danger, MTS may, upon thirty (30) days' additional notice and in addition to any other remedy provided by law, terminate this CMA and prevent CITY from entering the 8th Street Trolley Station thereafter. Except in the case of negligent acts or omissions or willful misconduct on the part of MTS, its Board, officers, agents, contractors, or employees, under or in connection with the Project or this CMA, MTS shall not be required to perform work or repair to keep the 8th Street Trolley Station in working condition for the benefit of CITY.

(b) In the event MTS fails to perform any of its obligations under this CMA, CITY shall give MTS written notice of the nature of the default and the steps required to remedy the default. If the default is not cured within thirty (30) days of the delivery of CITY's notice, CITY may proceed to enforce its rights and protect its interests under this CMA. MTS shall pay all costs and expenses incurred by CITY in obtaining performance of the obligations, and protecting CITY's interests hereunder, including costs of suit and reasonable attorney's fees. In no case will any enforcement action modify the ownership or operation of the 8th Street Trolley Station.

(c) This CMA may be terminated at any time by CITY upon one hundred twenty (120) days' notice in writing to be served upon MTS, stating therein the date that such termination shall take place, and that upon the termination of this CMA in this or any other manner herein provided, CITY, upon demand of MTS, shall abandon the 8th Street Trolley Station and the use of the Project. No termination hereof shall release CITY from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date the Project is abandoned.

(d) Termination of this CMA shall not release any party from any liability or obligation hereunder resulting from an event which occurred before termination.

(e) In the event this CMA terminates, then the CITY shall remove all CITY installed improvements related to the Project and restore the Property to its original condition, and MTS shall have the right to record a "Notice of Extinguishment of Access Rights" or any other document necessary to permanently terminate the access rights granted pursuant to Section 1. Under no circumstances shall MTS be required to defer to a proceeding by CITY, or any other

jurisdiction, before it is entitled to enforce its rights to deny access to MTS's 8th Street Trolley Station or otherwise terminate the access rights.

12. **Notices**. All notices to be given under this CMA shall be in writing and either:

(a) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered upon actual receipt or one (1) business day after deposit with this courier, whichever occurs first; or

(b) Sent by email or similar means, if a copy of the notice is also sent by United States Mail, in which case notice shall be deemed delivered on transmittal by telecopy provided that a transmission report is generated reflecting the accurate transmission of the notice, as follows:

San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Attn: Manager of Real Estate Assets
Tel: 619-595-4903
Email: Sean.Myott@sdmts.com

City of National City
1243 National City Boulevard
National City, CA 91950
Attn: Stephen Manganiello, T.E., Director of Public Works/City Engineer
Tel: (619) 336-4380
Email: smanganiello@nationalcityca.gov

These addresses may be changed by written notice to the other Parties provided that no notice of a change of address shall be effective until actual receipt by the Parties of the notice. Copies of notices, if any are so indicated, are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

13. **Waiver.** Any party's failure to enforce or exercise its rights with respect to any provision hereof shall not be construed as a waiver of such rights or of such provision.

14. **Laws, Venue, and Attorneys' Fees.** This CMA shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this CMA, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any claim, legal action or proceeding between the parties arising under or concerning this CMA, the prevailing party(ies) shall be entitled to reasonable attorneys' fees and expenses as part of the judgment resulting there from.

15. **Dispute Resolution**.

(a) The Parties agree that they shall first meet, through their senior staff representatives, to attempt to informally resolve any dispute that arises under this CMA.

(b) If the informal efforts are unsuccessful, then the Parties agree to participate in mediation. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the Parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within five (5) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be shared equally by the Parties.

(c) Any dispute not resolved through the mediation required by Paragraph (b) of this Section, may proceed to litigation unless the Parties agree in writing to submit the dispute to binding arbitration.

IN WITNESS WHEREOF, the parties hereto have caused this CMA to be executed by and through their respective officers duly authorized on the date written below their signatures.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CITY OF NATIONAL CITY
By[redacted]_____ Sharon Cooney, CEO	By:_____ Ron Morrison, Mayor
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By:_[redacted]____ Karen Landers, General Counsel	By:_____ Barry J. Schultz, City Attorney

List of Exhibits

A. CITY'S 8TH STREET MOBILITY HUB CONSTRUCTION PLAN SHEET LC-1.0

B. Site Area for FRANC Shuttle Enclosed Storage and Charging Facility

C. Rendering for FRANC Shuttle Enclosed Storage and Charging Facility

D. USA Easement

E. USA Approval of 8th Street Mobility Hub use

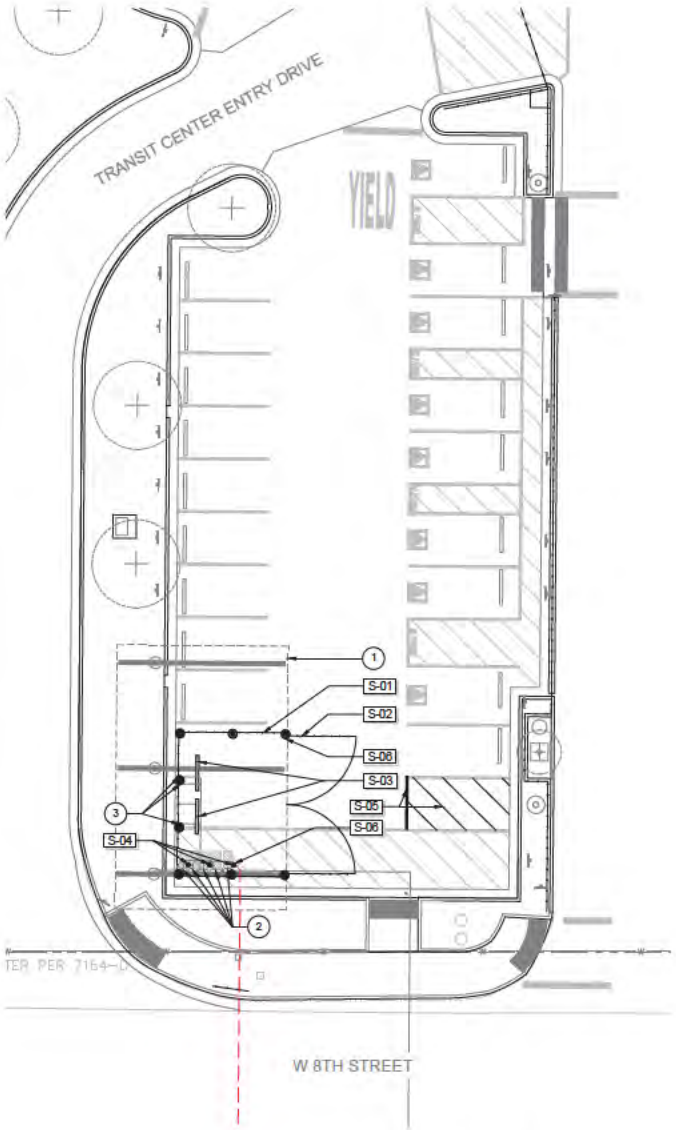
F. Sample MTS ROE Permit

EXHIBIT A

CITY'S 8TH STREET MOBILITY HUB CONSTRUCTION PLAN SHEET LC-1.0

50% CD - CITY OF NATIONAL CITY - CMO MOBILITY HUB

PERMIT NUMBER 11-XX-XXX-XXXX
CO SD RTE 5 PM XXX.XX
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
STATE REPRESENTATIVE DATE



NEV SHUTTLE PARKING ENCLOSURE AREA

NEV SHUTTLE DROP-OFF AREA

KEY MAP - NOT TO SCALE

CONSTRUCTION LEGEND (FULL LEGEND ON LC-2.0)

KEY	SYMBOL	DESCRIPTION	DETAIL
S-01		NEV ENCLOSURE FENCING W/ SIGN	1 / LC-3.0
S-02		NEV ENCLOSURE DOUBLE SWING GATE W/ SIGN	1 / LC-4.0
S-03		RELOCATED WHEEL STOP	2 / LC-4.0
S-04		STEEL PIPE BOLLARD	3 / LC-4.0
S-05		PARKING STRIPING	1 / LC-5.0
S-06		ASPHALT REPLACEMENT AT ENCLOSURE POSTS AND BOLLARDS	
S-07		NEV DROP-OFF SIGN	2 / LC-5.0
S-08		FLEXIBLE DELINEATOR POST	3 / LC-5.0
S-09		BENCH	4 / LC-5.0
S-10	N/A	NEV DROP-OFF AREA STRIPING	4 / LC-5.0

SHEET KEYNOTES

KEY	DESCRIPTION
1	SHADE SHELTER WITH SOLAR PANELS, SEE STRUCTURAL ENGINEER'S DRAWINGS.
2	ELECTRICAL EQUIPMENTS AND WIRES, SEE ELECTRICAL DRAWINGS
3	NEV CHARGERS. REFER TO ELECTRICAL PLAN.
4	ADA COMPANION SEATING AREA

NORTH
GRAPHIC SCALE IN FEET 0 5 10 20
10 SCALE IF AT 24"X36"

KTUA PLANNING & LANDSCAPE ARCHITECTURE
3916 NORMAL STREET
SAN DIEGO, CA 92103
WWW.KTUA.COM

CALIFORNIA NATIONAL CITY 1887 Redevelopment

PLANS FOR THE IMPROVEMENTS OF:

CMO MOBILITY HUB

CONSTRUCTION PLAN

CITY OF NATIONAL CITY

ROSARIO VANG ROCE 58192
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER
DATE

LC-1.0 | DP NO. 19-44
SHEET ___ OF ___ SHEETS
XXXXX-XX-D

SURVEYOR: SAMPO ENGINEERING INC
BENCHMARK: A STANDARD 2.5" BRASS DISK STAMPED 220 1977 (CORS-2012) IN A HAND HOLE, STAMPED "SAMPO" IN A WELL IN THE INTERSECTION OF HOOVER AVENUE & 16TH STREET.
DATUM: NGVD29 ELEVATION: 19.34'
SURVEYED ON 07/10/2019
HORIZONTAL CONTROL: BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 6, BETWEEN POINT NUMBERS 1232 AND 3246 AS SHOWN ON ROS 14492.

CONSTRUCTION RECORDS
DATE STARTED:
INSPECTOR:
DATE COMPLETED:

GEOTECHNICAL ENGINEER OF RECORD
NAME COMPANY
SIGNATURE

CONSTRUCTION SURVEYOR
NAME COMPANY
SIGNATURE

ENGINEERING DEPARTMENT
AS-BUILT
BY APPROVED DATE
REVISIONS

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

Plotted By:Stephen Nunez Sheet Set:Ktua Layout:LC-1.0 May 08, 2023 08:20:43am Z:\2019\2019-078.08 CMO Construction Documents\Working Plan\Construction Documents\2019-078.08 LC.dwg

EXHIBIT B

Site Area for FRANC Shuttle Enclosed Storage and Charging Facility

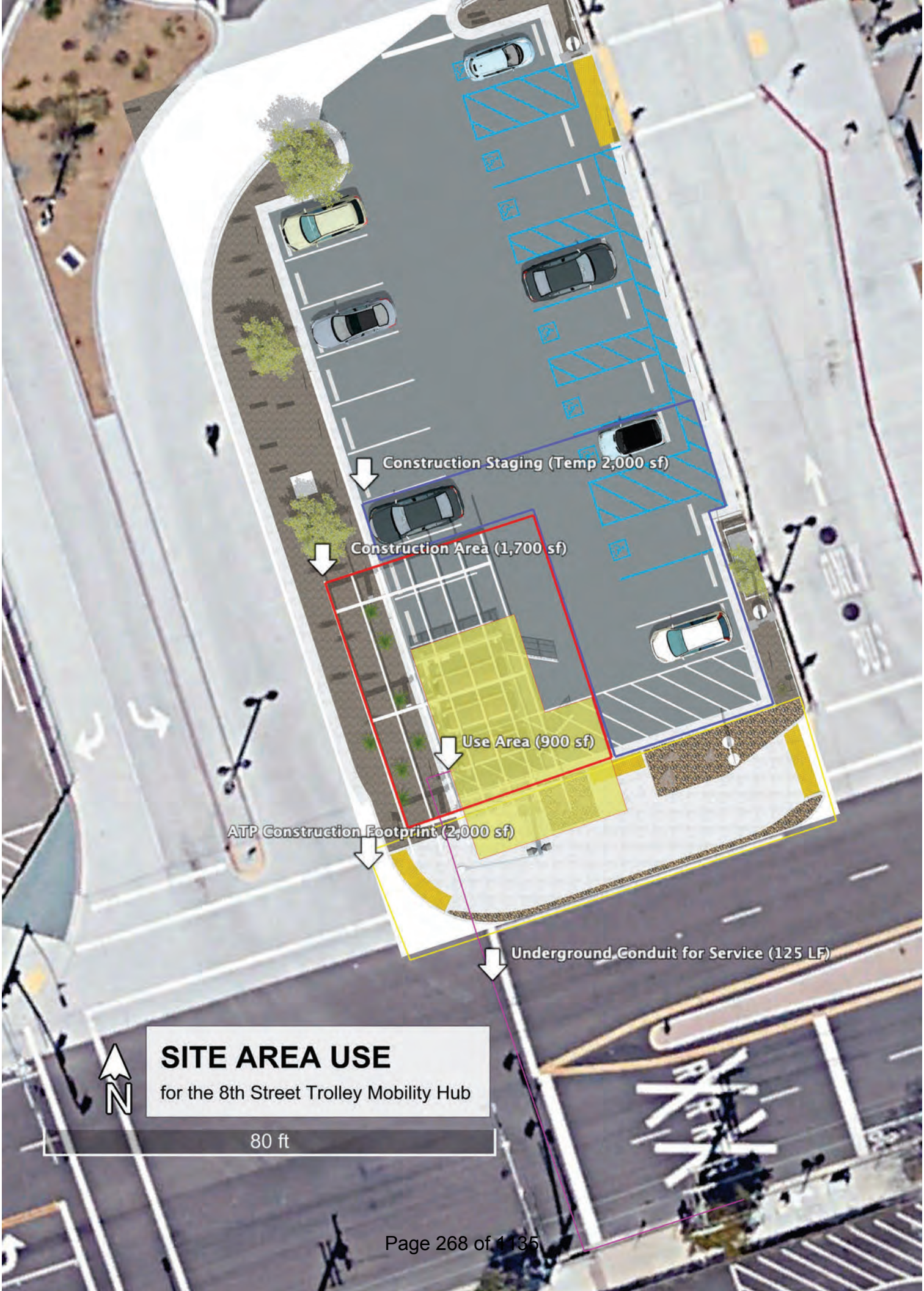

Construction Staging (Temp 2,000 sf)
Construction Area (1,700 sf)
Use Area (900 sf)
ATP Construction Footprint (2,000 sf)
Underground Conduit for Service (125 LF)
N
SITE AREA USE
for the 8th Street Trolley Mobility Hub
80 ft

EXHIBIT C

Rendering for FRANC Shuttle Enclosed Storage and Charging Facility

FRANC SHUTTLE

EXHIBIT D

USA Easement

Recording Requested By:
And When Recorded Mail To:

San Diego Metropolitan Transit System
Attn: Manager of Real Estate Assets
1255 Imperial Avenue, Ste. 1000
San Diego, CA 92101-7490

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON DEC 23, 2013
DOCUMENT NUMBER 2013-0733968
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 3:10 PM

Space above this line is reserved for Recorder's use only

GRANT OF EASEMENT

NO RECORDING FEE IS REQUIRED, Section 6103 of the California Code.

NO DOCUMENT TAX IS DUE, Section 11922 of the California Revenue and Taxation Code.

THIS PAGE WAS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

All correspondence pertaining
to this Easement should include
reference to N6247313RP00148

Prepared by Department of the Navy
Naval Facilities Engineering Command,
Southwest
1220 Pacific Highway
San Diego, CA 92132-5190

GRANT OF EASEMENT

THIS INDENTURE, made this 5th day of December, 20B, between the UNITED STATES OF AMERICA, the grantor, hereinafter called the GOVERNMENT, represented by the Commanding Officer, Naval Facilities Engineering Command, Southwest, acting by and through the Secretary of the Navy, and San Diego Metropolitan Transit System, hereinafter called the GRANTEE.

WHEREAS, the GOVERNMENT owns that certain real property identified as those portions of Blocks 199 and 200 and of Taft Avenue (vacated), Sixth Street (vacated), and Seventh Street (vacated), of the map of National City according to map thereof No. 348 filed October 2, 1882, located in Naval Base San Diego, CA, hereinafter called the Installation; and

WHEREAS, the GRANTEE has requested an easement for the construction, installation, operation, maintenance, repair, and replacement of a bus terminal, which will be used by the GRANTEE on, in, through, under, upon, across and over that portion of the Installation hereinafter described; and

WHEREAS, the Secretary of the Navy has found that the granting of such an easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, this INDENTURE witnesseth that, in consideration of $_____0_____ DOLLARS paid by the GRANTEE, the receipt of which is hereby acknowledged, the GOVERNMENT, pursuant to the authority of 10 U.S.C. Section 2668, hereby grants to the GRANTEE and its successors and assigns, (for a period of 25 years from the date hereof), an easement for the construction, installation, operation, maintenance, repair, and replacement of a bus terminal, such easement being on, in, through, under, upon, across and over that portion of the Installation hereinafter called the PREMISES, containing 2.198 acres, more or less and more specifically described in Exhibit "A", attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following terms and conditions, which GRANTEE, by its acceptance hereof, specifically agrees to and consents to be bound by:

1. CONSIDERATION. Credit is allowed against the fair market value of this easement. As such, no consideration shall be collected.

2. ACCESS BY GRANTEE. The GOVERNMENT grants to the GRANTEE the right to use the PREMISES, together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. The GRANTEE and its invitees and contractors agree to absorb all costs, including time and expenses, associated with gaining access to the Installation under the RAPIDGATE or similar program. Any parking that accompanies the use of, and any routes of access to and from, the PREMISES are subject to change at the sole discretion of the Installation Commanding Officer.

3. USE BY GOVERNMENT. The GOVERNMENT may use the PREMISES of this Easement for any purpose that does not unreasonably interfere with the use and enjoyment by the GRANTEE of the rights granted by this Easement.

4. SUBJECT TO EXISTING AND FUTURE EASEMENTS. This Easement is granted subject to all other existing easements, if any, of public record, and to such utility lines, roadways, or other improvements as may now be located on, over, or under the PREMISES. This Easement is subject to all existing easements, all other outstanding rights, recorded and unrecorded, and to all such utility lines, roadways, or other improvements as may be located on, in, under, across, through and over the PREMISES, and to the right of the GOVERNMENT to grant such additional easements and rights of way on in, under, across, through and over the PREMISES as it shall determine to be in the public interest, provided that such additional easements and rights of way will not unreasonably interfere with the GRANTEE's use of the PREMISES in accordance with this Easement.

5. APPROVAL OF PLANS. All work performed by the GRANTEE, its agents, or contractors in connection with the construction, installation, operation, maintenance, repair, and replacement of the bus terminal shall be done without cost or expense to the GOVERNMENT and in accordance with plans previously approved by the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest or his/her designated local representative.

6. RESTORATION. Upon completion of any work performed in or upon the PREMISES, GRANTEE, as its own expense, shall remove all equipment and unused or surplus materials, if any, and shall restore the PREMISES to the same, or as good a condition as existed prior to the initiation of such work, and in a manner satisfactory to the GOVERNMENT as determined by the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest, or his/her designated local representative.

7. PROTECTION AND MAINTENANCE OF PREMISES. The GRANTEE, at its own cost and expense, shall maintain the PREMISES and the bus terminal in

good condition at all times and shall promptly make all repairs that may be necessary for the preservation of the condition of the PREMISES and the continued operation and maintenance of the bus terminal.

8. DAMAGE TO THE PREMISES. GRANTEE, at its expense, shall repair or restore any damage to GOVERNMENT property that may occur during the construction, operation, maintenance, repair and replacement of the bus terminal in a manner satisfactory to the GOVERNMENT as determined by the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest or his/her designated local representative. GRANTEE, its employees, authorized agents and contractors shall reimburse the GOVERNMENT for any and all actual costs, direct and indirect, incurred by the GOVERNMENT as a result of any damage to the PREMISES caused by their individual or collective actions.

9. APPLICABLE RULES AND REGULATIONS. The GRANTEE's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of those rights will not unreasonably interfere with the GOVERNMENT's activities at the Installation. The GRANTEE shall adhere to all GOVERNMENT imposed security rules and regulations in the exercise of such rights.

10. INDEMNIFICATION. GRANTEE shall indemnify and defend the GOVERNMENT against, and hold the GOVERNMENT harmless from, any costs, expenses, liabilities, fines, suits, actions, damages, liability and cause of action arising or growing out of, or in any way connected with, the occupation or use of the PREMISES by the GRANTEE and its employees, agents, servants, guests, and invitees. However, this liability shall not extend to matters caused by the GOVERNMENT's negligent or willful acts. This provision shall survive the expiration or termination of this Easement and GRANTEE's obligations hereunder shall apply whenever the GOVERNMENT incurs costs or liabilities for the GRANTEE's actions.

11. GRANTEE'S RESPONSIBILITY. The GOVERNMENT shall not be responsible for damages to property or injuries to persons that may arise from, or be incident to, the use and occupation of the PREMISES by the GRANTEE, or for damages to the property or injuries to the persons of the GOVERNMENT's officers, agents, servants, or employees, or others who may be on the PREMISES at their invitation or the invitation of any one of them arising from or incident to governmental activities except as permitted under the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.

12. ROAD CONNECTIONS / GOVERNMENT RESERVATION. The GOVERNMENT reserves the right to make whatever connections between the Road herein authorized and other roads on the Installation that the GOVERNMENT may consider necessary. It also reserves to itself easements for

all purposes on, in, through, under, upon, across and over the PREMISES; provided, however, that such reserved easements shall be used in a manner that will not unreasonably interfere with the use and enjoyment by the GRANTEE of the easement rights granted herein.

13. ROAD SURFACE AND DESIGN. The road crossing surface and design shall be done in accordance with American Railway and Engineering and Maintenance-of-Way Association (AREMA).

14. ENVIRONMENTAL PROVISIONS.

(a) GRANTEE shall comply with all applicable environmental laws, ordinances, rules, and regulations and all other Federal, state, and local laws, ordinances, regulations, and standards that are or may become applicable to GRANTEE's activities on the PREMISES.

(b) GRANTEE shall, at its sole cost and expense, be solely responsible for obtaining any environmental permits required for its activities on the PREMISES.

(c) GOVERNMENT's rights under this Easement specifically include the right for its representatives to inspect the PREMISES upon reasonable notice for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GOVERNMENT is responsible for enforcing them. The inspections shall be made without prejudice to the right of duly constituted enforcement officials to make them. The GRANTEE shall have no claim on account of any entries against the United States or any of its officers, agents, employees, contractors, or subcontractors.

(d) Storage, treatment, or disposal of toxic or hazardous materials on the PREMISES is prohibited except as authorized by the GOVERNMENT in accordance with 10 U.S.C. § 2692.

(e) The GRANTEE will not use Installation accumulation points for hazardous and other wastes or permit its hazardous wastes to be commingled with hazardous waste of the GOVERNMENT.

(f) The GRANTEE shall be solely responsible for the release, or substantial threat of a release, into the environment of any hazardous substance, pollutant or contaminant as the result of any activity under this Easement, and any preceding easements, licenses, or rights-of-way. Any reporting, containment, removal, or other remedial action relating to a release or threat of release required by law or regulation shall also be the responsibility of the GRANTEE.

(g) The GRANTEE agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Plan (IRP) or the Resource Conservation Recovery Act (RCRA) Corrective Action Program during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the GOVERNMENT. The GRANTEE shall have no claim on account of any entries against the United States or its officers, agents, employees, contractors, or subcontractors. In addition, GRANTEE shall comply with all applicable Federal, state and local occupational safety and health regulations.

(h) GRANTEE shall, to the extent permitted under applicable law, indemnify and hold harmless GOVERNMENT from, and defend GOVERNMENT against, any damages, costs, expenses, liabilities, fines, suits, actions, or penalties resulting from releases, discharges, emissions, spills, storage, treatment, disposal, or other acts or omissions by GRANTEE, its officers, employees, agents, contractors , licensees, or the invitees of any of them, giving rise to GOVERNMENT liability, civil or criminal, or responsibility under federal, state or local environmental laws. This Paragraph shall survive the expiration or termination of this Easement, and the GRANTEE's obligations under this Paragraph shall apply whenever the GOVERNMENT incurs costs or liabilities for GRANTEE's actions. However, this liability shall not extend to matters caused by the GOVERNMENT's negligent or willful acts.

(i) The GRANTEE shall strictly comply with the hazardous waste permit, storage, handling, and disposal requirements under the Solid Waste Disposal Act or its equivalent. The GRANTEE must provide at its own expense any hazardous waste storage facilities, complying with all laws and regulations that it may need for storage. Installation hazardous waste storage facilities will not be available to the GRANTEE.

(j) GRANTEE shall manage the natural and cultural resources on the PREMISES in a manner that is consistent with the philosophies and supportive of the objectives of the Installation's Integrated Natural Resource Management Plan and Integrated Cultural Resource Management Plan. GRANTEE shall identify any activity that may affect Federally regulated resources (listed species, wetlands, waters of the United States, etc.) and provide information and mitigation that may be required to support consultation with the applicable regulatory agency.

(k) GRANTEE shall, during the construction, installation, operation, maintenance, and repair of the bus terminal, upon inadvertently discovering Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, as those terms are defined in 43.C.F.R. § 10.2(d), immediately notify by telephone the Installation Public Works Officer at (619) 556-1332x, followed by written confirmation. The GRANTEE shall cease all

activity in the area of the inadvertent discovery until directed otherwise by the Installation. Additionally, the GRANTEE shall take all reasonable efforts to protect any Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, so discovered consistent with 43 C.F.R. § 10.2(d).

15. ENVIRONMENTAL CONDITION OF PROPERTY.

(a) For purposes of this Easement the following terms shall have the following meanings:

- "Toxic or Hazardous Materials" means all manner of substances, pollutants, contaminants, and waste to which Applicable Environmental Laws pertain, expressly including petroleum, petroleum products, and materials defined in 48 C.F.R. § 252.223-7006 (a)(ii) and (iii).

- "Contamination" means a level of Toxic or Hazardous Materials in the air, soil, or water (surface water or ground water), that exceeds levels allowed by Applicable Environmental Laws.

- "Applicable Environmental Laws" means:

    - Federal, state, and local statutes, laws, ordinances, rules, and regulations, to which the GOVERNMENT is made subject by Federal law or to which the GRANTEE is made subject by Federal and state law;

    - Executive Orders of the President of the United States;

    - decisions of courts and administrative tribunals of competent jurisdiction;

    - administrative orders of regulatory agencies of competent jurisdiction (involuntary or on consent); and

    - regulations and directives of the Department of Defense, the Department of the Navy, and the Marine Corps (for Marine Corps installations only),

  which pertain to the human environment (as defined in the National Environmental Policy Act of 1969); transportation of hazardous material; and human health and safety (including occupational safety).

- Applicable Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act

(49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651, et seq.), and 10 U.S.C. § 2692, as amended.

- "Release" means any discharge, spill, emission, leaking, pumping, injection, excavation, deposit, disposal, leaching, or migration into the environment, accidental or otherwise, or introduction into the environment by any other means or method.

- "Remedial Action" means: investigating or monitoring the environmental condition of the PREMISES and clean-up, removal, response (including emergency response), and restoration of the PREMISES, as per Applicable Environmental Laws, due to the presence or suspected presence of Contamination or a Release or suspected Release of Toxic or Hazardous Materials.

(b) If during the term of this Easement the GRANTEE becomes aware that a Release of Toxic or Hazardous Materials has occurred due to acts or omissions of the GRANTEE, its agents, or contractors, whether or not such Release results in Contamination of the PREMISES, the GRANTEE will give verbal notice to the GOVERNMENT within 24 hours of becoming aware of the Release, providing all relevant facts and circumstances. The GOVERNMENT may direct the GRANTEE to make a detailed written report of these facts and circumstances within a time certain.

(c) The GRANTEE, at its sole expense, will promptly take all action necessary to comply with Applicable Environmental Laws pertaining to a Release described in subparagraph 17.b, including but not limited to: report the occurrence to appropriate Federal, state, or local regulatory authorities, if so directed by the GOVERNMENT; take timely and effective steps to minimize the Release and its impact on human health and the environment; and take Remedial Action. The GOVERNMENT may direct the GRANTEE to provide all information requested by the GOVERNMENT regarding such actions within a time certain.

(d) The GRANTEE will ensure that all activities conducted on the PREMISES by the GRANTEE, its agents, or contractors are carried out in compliance with Applicable Environmental Laws. The GRANTEE will provide verbal notice to the GOVERNMENT within 24 hours of receiving any complaint, order, directive, claim, citation, or notice from any governmental authority or any other person or entity alleging noncompliance with or a violation of Applicable Environmental Laws on the PREMISES. The GRANTEE, at its sole expense, will promptly take all necessary action directed by Federal,

state, or local regulatory authorities of competent jurisdiction to achieve or regain compliance with Applicable Environmental Laws. The GOVERNMENT may direct the GRANTEE to make a detailed written report, within a time certain, of the facts and circumstances underlying the alleged noncompliance or violation. Without limitation of the foregoing, the GOVERNMENT, in response to acts or omissions of the GRANTEE, its agents, or contractors may, in its discretion, take Remedial Action to remedy Contamination on the PREMISES or to achieve or regain compliance with Applicable Environmental Laws.

(e) The GOVERNMENT may at any time inspect the PREMISES or cause the PREMISES to be inspected, to assess whether the operations of the GRANTEE, its agents, or contractors are in compliance with Applicable Environmental Laws. To assist in this evaluation, the GRANTEE, its agents, and contractors will provide to the GOVERNMENT, or another entity, as the GOVERNMENT may direct, for examination and copying, all relevant books, records, documents, and other material in their possession.

(f) The GOVERNMENT, with good cause, may from time-to-time require the GRANTEE to conduct tests and analyses to assess whether the PREMISES are in compliance with Applicable Environmental Laws, and based on the results thereof, to so certify to the GOVERNMENT. Such tests and analyses shall be conducted in a manner satisfactory to the GOVERNMENT by recognized professionals approved by the GOVERNMENT. If the GOVERNMENT and the GRANTEE cannot reach agreement as to what tests and analyses shall be conducted, by whom, and when, the GOVERNMENT may perform such tests and analyses or cause such tests and analyses to be performed.

16. FAILURE TO INSIST ON COMPLIANCE. The failure of the GOVERNMENT to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Easement shall not be construed as a waiver or relinquishment of GOVERNMENT'S right to the future performance of any such terms, covenants or conditions and GRANTEE's obligations for their future performance shall continue in full force and effect.

17. FEDERAL FUNDS. This Easement does not obligate the GOVERNMENT to expend any appropriated funds.

18. ASSIGNMENT / TRANSFER OF RIGHTS. The GRANTEE shall not transfer or assign this Easement or any interest in it, or otherwise make any portion of, or rights in, the PREMISES available to any party without the prior written consent of the GOVERNMENT. If any assignment is made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the GRANTEE. However, in no event shall the GRANTEE be relieved of any of its obligations under this Easement, except for an extension of its term that begins

after an assignment, and then only if the GOVERNMENT shall have consented to it.

19. TERMINATION.

(a) If, at any time, the GOVERNMENT determines that the bus terminal, or any portion thereof, unduly interferes with any of its activities, the GOVERNMENT shall have the right to terminate this Easement, in whole or in part, to the extent necessary to eliminate the interference; However, unless the GOVERNMENT shall have determined that relocation is not feasible, it shall offer to convey to the GRANTEE, without charge, a substitute easement permitting the GRANTEE to relocate the bus terminal, or any portion thereof, on adjacent GOVERNMENT property, which relocation shall be accomplished at the GRANTEE's cost and expense. The substitute easement shall contain the same terms and conditions as those in this Easement, and shall bear the same expiration date, if any.

(b) All or any part of this Easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon non-use of those rights for a period of two consecutive years. Additionally, the GOVERNMENT may terminate all or any part of this Easement in the interest of anti-terrorism force protection or national security.

20. ADMINISTRATIVE COSTS AT EXPIRATION/TERMINATION OF EASEMENT: At the termination or expiration of this Easement, at the GOVERNMENT'S discretion, GRANTEE shall be responsible for administrative costs associated with completing a final inspection of the premises and updating the Environmental Condition of Property Report.

21. SURRENDER. Upon any termination or expiration of this Easement, the GRANTEE, at its own expense and risk, shall promptly remove, to the extent required by the GOVERNMENT, improvements, fixtures, and equipment installed or constructed hereunder, and shall restore the PREMISES to the same or as good a condition as that which existed prior to the exercise by the GRANTEE of its rights hereunder. The restoration shall be done in a manner satisfactory to the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest, or his/her designated representative and in accordance with applicable laws and regulations. If the GRANTEE fails to remove the property as required by the GOVERNMENT, all improvements, chattels, and other items abandoned by the GRANTEE become GOVERNMENT property ninety (90) days following the date of termination or expiration. If the GOVERNMENT incurs any cost to remove the items abandoned by the GRANTEE, the GRANTEE shall reimburse the GOVERNMENT for any and all actual costs, direct and indirect, incurred by the GOVERNMENT.

IN WITNESS WHEREOF, the parties hereto have caused this GRANT OF EASEMENT to be executed by their duly authorized representatives as of the day and year first written above.

UNITED STATES OF AMERICA

By: [redacted]

DAVID B. BIXLER
Real Estate Contracting Officer
Naval Facilities Engineering Command,
Southwest

STATE OF California
CITY/COUNTY OF San Diego

The foregoing document was acknowledged before me, this 10th day of December, 2013 by Mark Anthony Boncacas Lademora

[redacted]

NOTARY PUBLIC

My Commission Expires Jul 2, 2017.
Registration No. 2032092.

MARK ANTHONY BONCACAS LADEMORA
Commission # 2032092
Notary Public - California
San Diego County
My Comm. Expires Jul 2, 2017

GRANTEE

By: [redacted]

PAUL C. JABLONSKI
Chief Executive Officer

STATE OF California
CITY/COUNTY OF San Diego

The foregoing document was acknowledged before me, this 5th day of December, 2013 by Ann Nicole Machado.

[redacted]

NOTARY PUBLIC

My Commission Expires April 9, 2014.
Registration No. 1885326.

ANN NICOLE MACHADO
Commission # 1885326
Notary Public - California
San Diego County
My Comm. Expires Apr 9, 2014

EXHIBIT "A"
LEGAL DESCRIPTION

THOSE PORTIONS OF BLOCKS 199 AND 200 AND OF TAFT AVENUE , SIXTH STREET, AND SEVENTH STREET, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS PER THE MAP OF NATIONAL CITY ACCORDING TO MAP THEREOF NO. 348 FILED OCTOBER 2, 1882, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2-INCH IRON PIPE WITH DISC MARKED "L.S. 7019" AS SHOWN ON RECORD OF SURVEY NO. 20257, RECORDS OF SAID COUNTY, SAID POINT BEING ALSO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF PARCEL NO. 14 AS DESCRIBED IN EASEMENT TO SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY IN DOCUMENT RECORDED OCTOBER 17, 1979 AS INSTRUMENT NO. 79-434062, OFFICIAL RECORDS OF SAID COUNTY, WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EIGHTH AVENUE, 80.00 FEET WIDE, A FOUND 2-INCH IRON PIPE WITH DISC MARKED "L.S. 7019" PER SAID RECORD OF SURVEY BEARS SOUTH 72°14'18" WEST 422.41 FEET FROM SAID POINT;
THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE SOUTH 72°14'18" WEST 160.00 FEET;
THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE NORTH 17°45'42" WEST 572.52 FEET;
THENCE NORTH 54°17'14" EAST 168.19 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL NO. 14;
THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 17°45'42" EAST 624.36 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 95,750 SQUARE FEET OR 2.198 ACRE, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

[redacted] 9/13/13

MICHAEL JAMES KNAPTON DATE

P.L.S.8012 REV: 9/12/2013

PROFESSIONAL LAND SURVEYOR
MICHAEL J. KNAPTON
No. 8012
STATE OF CALIFORNIA

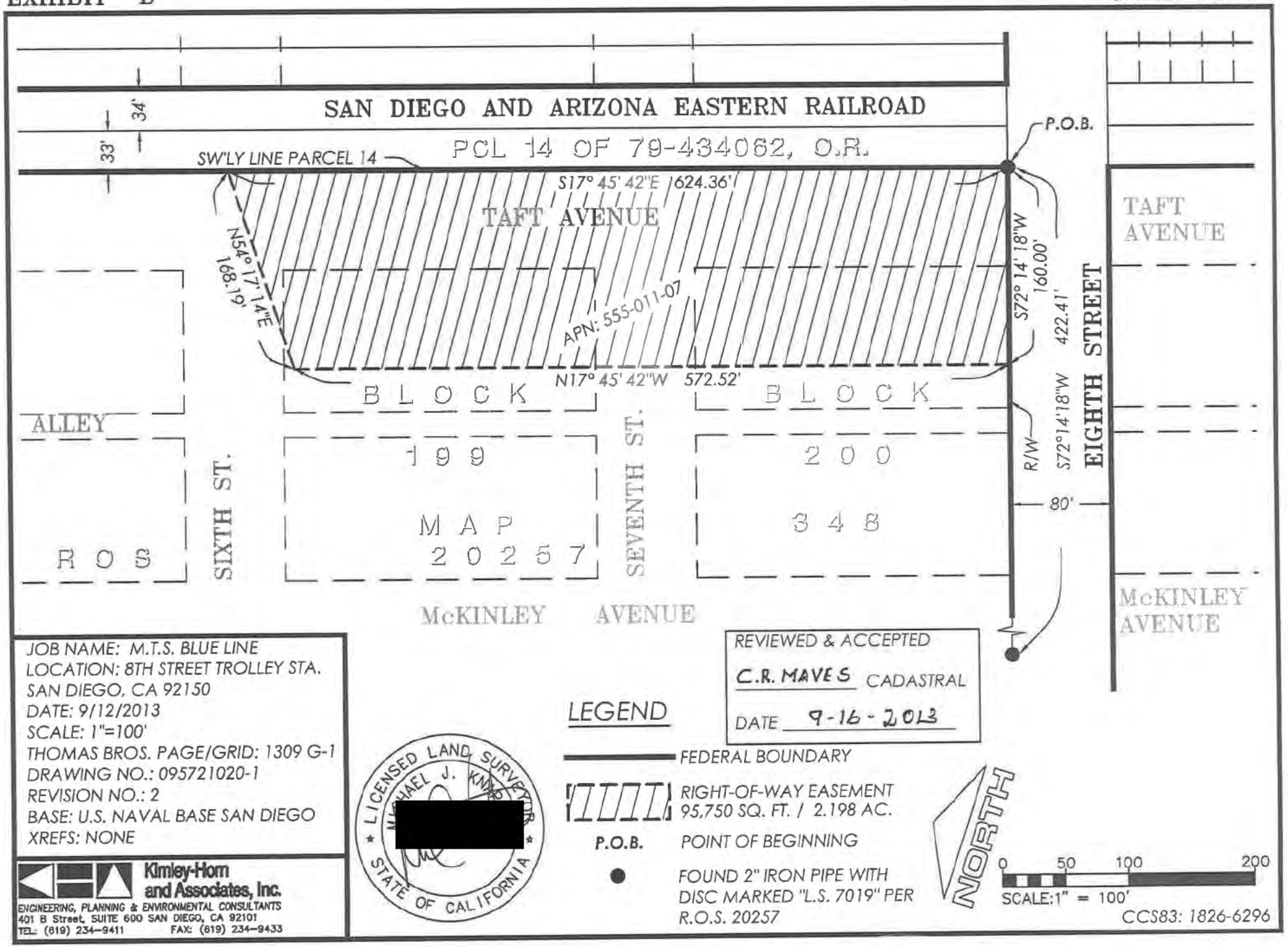
REVIEWED & ACCEPTED

[redacted] CADASTRAL

DATE 9-16-2013

EXHIBIT "B"

SHEET 1 OF 1



ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

On DECEMBER 10, 2013 before me, MARK ANTHONY BONCACAS LADEMORA, NOTARY
(Insert name and title of the officer)

personally appeared DAVID BIXLER,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [redacted]

MARK ANTHONY BONCACAS LADEMORA
Commission # 2032092
Notary Public - California
San Diego County
My Comm. Expires Jul 2, 2017

(This area for official notarial seal)

Rec.Form #R11 (12/05/07)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego

On 12/16/2013 (Date) before me, Ann Nicole Machado (Here Insert Name and Title of the Officer),
personally appeared Paul C. Jablonski (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANN NICOLE MACHADO
Commission # 1885326
Notary Public - California
San Diego County
My Comm. Expires Apr 9, 2014

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [redacted]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this instrument to the San Diego Metropolitan Transit System, is hereby accepted by the undersigned officer on behalf of the San Diego Metropolitan Transit System pursuant to the authority granted to it under California Public Utilities Code section 120040, and the grantee consents to the recordation thereof by its duly authorized officer.

Date: 12/17/13

By: [redacted]
Paul C. Jablonski
Chief Executive Officer

EXHIBIT E

USA Approval of 8th Street Mobility Hub use

DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST
750 PACIFIC HIGHWAY
SAN DIEGO CA 92132-5190

IN REPLY REFER TO:

11011
Ser GRRQ11.ML/24161
26 January 2024

VIA EMAIL TRANSMITTAL: SMANGANIELLO@NATIONALCITYCA.GOV

Stephen Manganiello, T.E.
City of National City
1243 National City Blvd.
National City, CA 91950

Dear Mr. Manganiello,

This letter is in regard to Metropolitan Transit System's ("MTS") proposed 8th Street Mobility Hub that is planned to be built within the boundary of Navy Easement N6247313RP00148 for MTS's bus terminal located at Naval Base San Diego ("NBSD"), San Diego, CA. Provision 5 of the Easement states that "all work performed by the GRANTEE, its agents, or contractors in connection with the construction, installation, operation, maintenance, repair, and replacement of the bus terminal shall be done … in accordance with plans previously approved by the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest …"

The Real Estate Contracting Officer has consulted with NBSD Public Works Department in review of the plans for the 8th Street Mobility Hub, and the plans are approved. Please coordinate the construction of the 8th Street Mobility Hub with NBSD Public Works Department.

If you have any questions, please contact Matt Lutey, Realty Specialist, at (619) 705-4483 or at matthew.k.lutey.civ@us.navy.mil.

Sincerely,

KIMBERLY SPENCER
Real Estate Contracting Officer

EXHIBIT F

Sample MTS ROE Permit

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RIGHT OF ENTRY PERMIT

1. Permission is hereby granted by the San Diego Metropolitan Transit System (MTS), to [***PERMITTEE NAME]*** (hereinafter called "Permittee") to enter upon MTS property (as shown on the project site plans attached hereto and made a part thereof) for the ***purposes of [INSERT SCOPE], more particularly described in Exhibit A.***

   This permission is granted with the understanding that the Permittee agrees to release MTS, and San Diego Trolley, Inc. (SDTI), San Diego & Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley (SD&IV) Railroad, the United States of America (USA), and San Diego Transit Corporation (SDTC) from any liability arising out of Permittee's operations under this agreement. Furthermore, Permittee agrees to assume responsibility for any damages caused by reason of Permittee's operations under this agreement and will, at MTS's option, either repair or pay for such damage.

2. Prior to beginning work, Permittee shall have provided MTS with satisfactory certification by a properly qualified representative of the insurer(s) that the Permittee's insurance complies with this section.

   Permittee shall include the MTS Document number and/or brief description of project including type of construction and location on all insurance-related correspondence, i.e., the insurance certificate itself.

   All policies required shall be issued by companies who are licensed to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

   MTS reserves the right to stop Permittee work in the event of material noncompliance with the insurance requirements outlined in this Section. MTS utilizes the services of a third party insurance monitoring company. Upon request, Permittee agrees to submit any required insurance policies to the third party monitoring company of MTS choosing.

A. COVERAGE REQUIRED - ALL PERMITS

(1) <u>Liability</u>

(a) <u>Commercial General Liability</u>. At all times during this contract and, with respect to Products and Completed Operations Liability, for 12 months following the acceptance of the work by MTS, Permittee agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to MTS. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Per Project Aggregate
- Products/Completed Operations Liability

- No Explosion, Collapse, and Underground (XCU) exclusion
- Contractual Liability, with respect to this agreement
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors

All such policies shall name in the endorsement as additional insureds the following entities including their directors, officers, agents, and employees as their interests may appear:

- San Diego Metropolitan Transit System (MTS)
- San Diego Trolley, Inc. (SDTI),
- San Diego and Arizona Eastern Railway (SD&AE),
- San Diego and Imperial Valley Railroad (SD&IV),
- The United States of America (USA) and
- San Diego Transit Corporation (SDTC)

(b) Automobile Liability. At all times during this contract, Permittee agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles.

(c) Workers' Compensation/Employer Liability. At all times during this contract, Permittee agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements.

B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED)

☐ (1) Railroad Protective or Equivalent
REQUIRED

Any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted from insurance policies by endorsement. Purchase separate Railroad Protective Liability Policy as deemed necessary by MTS.

☐ (2) Pollution Liability
REQUIRED

At all times during this contract, and for 24 months following, Permittee agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this agreement. The extended discovery period must be no less than 24 months.

☐ (3) Professional Liability
REQUIRED

At all times during this contract, and for 24 months following, Permittee agrees to maintain Professional Legal Liability Insurance with respect to services or operations under this agreement. The extended discovery period must be no less than 24 months.

☑ (4) Primary and Non-Contributory Insurance
REQUIRED

Permittee agrees that all general liability coverages required under this insurance section are PRIMARY insurance and that any insurance of MTS, SDTI, SD&AE, SD&IV, USA, and SDTC shall be excess and noncontributory (endorsement required).

C. MINIMUM POLICY LIMITS REQUIRED

	Combined Single Limit (CSL)
Commercial General Liability (Per Occurrence)	$2,000,000
General Aggregate	$4,000,000
Automobile Liability	$2,000,000
Worker's Compensation Employer's Liability	$1,000,000

Additional Coverages (as indicated under Section B, Additional Coverages Required):

☐	B (1) Railroad Protective	$3,000,000 Per Occurrence/$6,000,000 Aggregate
☐	B (2) Pollution Liability	$1,000,000 Per Occurrence/$2,000,000 Aggregate
☐	B (3) Professional Liability	$1,000,000 Per Occurrence/$2,000,000 Aggregate

D. POLICY PROVISION REQUIRED

All policies and coverages shall contain a provision for 30 days' written notice by the Insurer(s) to MTS Contracts Specialist of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

E. SPECIAL PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Permittee, and any approval of said insurance by MTS, SDTI, SD&AE, SD&IV, USA and SDTC, or their insurance Contractor(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Permittee pursuant to this agreement, including but not limited to the provisions concerning indemnification.

3. Permittee shall at all times, defend, indemnify, and save harmless MTS against, and pay in full, all loss, damage, or expense, including attorney's fees, that MTS may sustain, incur, or become liable for, resulting in any manner from Permittee's construction, maintenance, use, state of repair, or presence of Permittee's facilities and all necessary and proper fixtures and equipment for use in connection therewith, including any such loss, damage, or expense arising out of (a) loss of or damage to property and (b) injury to or death of persons, excepting any loss, damage, or expense and claims for loss, damage, or expense resulting from the negligence or willful act of MTS, its contractors, officers, agents, or employees.

4. The following condition(s) apply to all work:

A. ☑ Permittee agrees to coordinate on a daily basis a reasonable access to all MTS/SD&AE facilities with contract operator SDTI. Trolley operations are generally from the hours of 4:00 a.m. to 2:00 a.m. the following day.

B. ☑ Permittee agrees to restore all facilities, improvements, landscaping, etc., to their original condition by the completion of work.

C. ☑ Permittee agrees that no work by itself or its authorized agent will interfere with Railroad/Trolley and Bus operations.

D. ☑ Permittee shall deposit with MTS the sum of **XXX ($X,XXX.XX)** representing the total non-refundable permit fee in connection with the work. The total includes a seven hundred fifty dollars ($750.00) application fee and ($) for estimated costs incurred per Section 4.J, excluding the costs for flagging, traction power removal, project consultant engineering oversight, plan review, inspection, and safety training.

E. ☑ Permittee shall notify and submit work plan in writing to MTS Right of Way Engineer at email: mtsrow@sdmts.com Tel. (619) 557-4520 for review and at least thirty (30) business days prior to the date to start work to arrange preconstruction meeting, review work plan, procedures and possible facility conflicts in the vicinity of the proposed work. No work shall begin without holding the preconstruction meeting and approved work plan. Permittee shall provide written notice within 24 hours after completion of work.

F. ☑ Permittee shall obtain approval from MTS/SDTI upon completion of work that all facilities have been restored to original or better condition. Permittee shall submit in writing a notice of completion of work per Section 4.E when work is completed in the right-of-way.

G. ☐ Permittee shall maintain, at Permittee's expense, competent flagmen to protect and control movement of vehicles, public and equipment of Permittee while upon MTS's premises. Work that involves personnel or equipment within fifteen (15) feet of any active track, or as deemed necessary by SDTI Operations, must have an SDTI-supplied rail flagperson for the duration of the work. A Flagperson/Right-of-Way Work Request form must be submitted to SDTI a minimum of three (3) business days prior to the beginning of work and will be billed directly to the Permittee by SDTI and is not included in the fee per Section 4.D.

H. ☑ Permittee shall not store equipment, tools, and materials within fifty (50) feet from any operable track. No vehicular crossing over MTS's tracks shall be installed or used by Permittee without prior written permission of MTS.

I. ☑ Permittee shall remove all of Permittee's tools, equipment, and materials from MTS premises promptly upon completion of work, restoring MTS premises to the same state and condition as when Permittee entered thereon.

J. ☑ Permittee shall reimburse MTS for all cost and expenses incurred by MTS in connection with the work, plan review and approval, and permit processing including without limitation the expense of project consultant oversight, furnishing such inspectors, watchmen, flagmen and as MTS deems necessary, and restoration of MTS's property to the same condition as when Permittee entered thereon, or a condition satisfactory to MTS's representative. MTS Rail Safety Training will be billed directly to the Permittee by MTS and is not included in the fee per Section 4.D.

K. ☑ Permittee shall perform all work in accordance with applicable California Public Utilities Commission, OSHA regulations, MTS LRT and American Railway Engineering and Maintenance Association (AREMA) Design Criteria, MTS/SDTI rail operation procedures and safety policies. Reflective orange safety vest and hard hat shall be worn at all times within the right-of-way.

L. ☐ A power shutdown may be necessary for the work. Permittee shall submit the attached Red Tag/Traction Power Removal Request form to SDTI at least three (3) business days prior to the start of work. Power shutdowns shall only be allowed during non-operating Trolley hours and will be billed directly to the Permittee by SDTI and is not included in the fee per Section 4.D.

M. ☑ Permittee shall maintain safe pedestrian access to all trolley platforms and bus stops at all times. A minimum five-foot-wide accessible pedestrian path through the construction site shall be maintained at all times. The construction boundary shall consist of, OSHA plastic mesh, or approved equal. Yellow caution tape is not acceptable.

N. ☑ Permittee shall provide MTS upon request with a set of as-built plans signed by a licensed engineer in the State of California and various project files submitted in electronic pdf file format within thirty (30) days of work acceptance by MTS.

O. ☑ Permittee shall maintain a copy of the executed right of entry permit at the site during this work.

P. ☑ Permittee shall contact and schedule at Permittee's expense Dig-Alert at Tel. (800) 422-4133 and Cable Pipe and Leak ("CPL") at Tel. (619) 873-1530 prior to any excavation in the Right of Way. Permittee shall notify MTS Right of Way Engineer and submit rail flagging request form three (3) business days prior to coordinate SDTI utility markout request. SDTI personnel shall accompany CPL for any markout of Trolley facilities.

Q. ☑ Permittee shall comply with the following special conditions:

5. This permission is non-transferable and shall remain in force until **MONTH DAY, XXXX**. MTS reserves the right to modify, suspend and/or terminate this permission at any time.

_____Date _____
Sharon Cooney
Chief Executive Officer

_____ Date _____

Name:
_____

Title:
_____

Permittee Name
Permittee Address
Attention: Permittee POC

Attachments: Work Plan, Plans
Application:

Exhibit A

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT WITH SAN DIEGO METROPOLITAN TRANSIT SYSTEM FOR USE OF A PORTION OF THE 8TH STREET TRANSIT CENTER LOT FOR CONSTRUCTION AND OPERATIONS RELATED TO THE FREE RIDE AROUND NATIONAL CITY NEIGHBORHOOD ELECTRIC VEHICLE SHUTTLE PROGRAM.

WHEREAS, the Clean Mobility Options ("CMO") Voucher Pilot Program is an initiative of the California Air Resources Board funded by the California Climate Investment Program; and

WHEREAS, on August 3, 2021, the City Council adopted Resolution No. 2021-104 authorizing the participation in the CMO Voucher Pilot Program from the California Air Resources Board for the Free Ride Around National City Neighborhood Electric Vehicle Shuttle Program (the "FRANC"); and

WHEREAS, on December 6, 2022, the City Council adopted Resolution No. 2022-196 appropriating $999,996 from the CMO Voucher Pilot Program for the FRANC; and

WHEREAS, the FRANC is intended to provide first and last mile connections for the 8th Street trolley station, as well as connections to other origins and destinations in downtown and westside National City; and

WHEREAS, on June 20, 2023, the City Council adopted Resolution No. 2023-83 awarding an agreement with Circuit Transit, Inc. to provide the FRANC, as well as Resolution No. 2023-89 authorizing an appropriation in the amount of $400,000 for funding from the San Diego Unified Port District for the FRANC program; and

WHEREAS, in late 2023, the City of National City submitted a grant request for a mobility hub and program at the 8th Street trolley station and was notified in the spring of 2024 of the intent to award; and

WHEREAS, the 8th St. Mobility Hub for the FRANC NEV Shuttle Project, CIP No. 22-25 (the "Project"), is for the construction of a storage facility to securely store and charge the FRANC shuttles, consisting of a fenced-in area and electric vehicle chargers powered by solar panels, which will be constructed at the 8th Street Transit Center parking lot; and

WHEREAS, on March 19, 2024, the City Council adopted Resolution 2024-16 authorizing the execution of a Railroad Right-of-Way License Agreement and a Right of Entry Permit (the "License Agreement") with the Metropolitan Transit System ("MTS") for use of a portion of the 8th Street Transit Center Lot for the Project; and

WHEREAS, subsequent to the City's approval of the License Agreement, MTS determined that the License Agreement was the wrong agreement template and requested that the City instead execute a Construction and Maintenance Agreement ("CMA"), which would be inclusive of a license and access rights, and, therefore, the previously approved-License Agreement was not executed by the parties; and

WHEREAS, the CMA allows the license and access rights granted at no cost to the City and is for an indefinite term, with specified termination rights for both parties; and

WHEREAS, City staff recommends executing the CMA with MTS for use of a portion of the 8th Street Transit Center Lot to allow for construction of the Project and operation of the FRANC.

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 Construction and Maintenance Agreement with San Diego Metropolitan Transit System for use of a portion of the 8th Street Transit Center Lot for construction and operations related to the Free Ride Around National City Neighborhood Electric Vehicle Shuttle Program. The Construction and Maintenance Agreement is attached to the Agenda Report as Exhibit A.

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

PASSED and ADOPTED this 19th day of November 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Authorizing the Purchase of an Aerial Boom Truck for the Public Works Parks Division

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.110(B) Regarding Exceptions to Formal Competitive Bidding and Authorizing the Purchase of a 2025 Freightliner Forestry Aerial Boom Truck from Commerce Truck Equipment Sales, LLC in a Not-to-Exceed Amount of $254,795.06 for the Public Works Parks Division; 2) Authorizing the Establishment of an Appropriation in the Amount of $254,796 in the Vehicle Acquisition Fund; and 3) Authorizing the City Manager to Approve Adjustments of Up to $25,479 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The current Aerial Boom Truck used by City Public Works Parks Division to provide tree trimming services for the community has exceeded its useful life and has required significant maintenance, resulting in extended periods of inoperability and delays to service. On February 21, 2023, the City Council approved Resolution 2023-15, authorizing budget appropriations for the purchase of one (1) Aerial Boom Truck from PB Loader for Public Works Parks Division in a not-to-exceed amount of $382,000. Due to unforeseen issues with the ordering and acquisition process, the Boom Truck order was never fulfilled. Staff has contacted additional vendors for quotes and availability. In most instances, lead times have been excessive (one-to-two years or greater). Recently, staff was able to locate a viable vendor for the Aerial Boom Truck, a 2025 Freightliner Forestry Truck, from sole source vendor Commerce Truck Equipment Sales LLC for $254,795.06. This new vehicle would provide an estimated savings of approximately $127,000 from the previously approved purchase.

National City Municipal Code (NCMC) Section 2.60.110(B) - Formal bidding procedure--Generally, provides authority for the City Council to waive formal competitive bidding where, among other reasons, competitive bidding is or would be impractical or impossible or the circumstances are such that no obvious, ascertainable advantage to the City could result.

Due to challenges with availability and long lead times, and the immediate need to acquire a new Aerial Boom Truck to perform tree trimming services, staff is requesting authorization from the City Council to waive the formal bid process pursuant to NCMC Section 2.60.110(B), and purchase one (1) Aerial Boom Truck, a 2025 Freightliner Forestry Truck, for Public Works Parks Division from Commerce Truck Equipment Sales LLC in a not-to-exceed amount of $254,795.06.

Since the onset of the pandemic in 2020, vehicle acquisitions have become challenging. The climate in the automotive industry has changed from what we are used to. We are experiencing placing vehicle and equipment orders in advance through unpredictable and unreliable manufacturer order processes, price changes passed on to the consumer due to increasing costs and availability issues, and fluctuating ordered vehicle delivery dates. Vendor proposals include language as “Pricing Subject to Surcharges,” and “Prices Subject to Change.” Due to this trend, staff is requesting approval of an additional 10% contingency in order to allow flexibility in the need to acquire vehicles and equipment in the event that unforeseen pricing changes arise.

Staff recommends City Council adopt the Resolution as stated.

FINANCIAL STATEMENT:
Previously budgeted appropriations for the purchase of an aerial boom truck will be canceled and new appropriations for the currently proposed acquisition will be established in the Vehicle Acquisition Fund as follows:

644-10-31-31400-7511-	$254,796 Automotive Equipment
644-10-31-31400-7511-	$ 25,479 (Contingency)

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:
A. Commerce Truck Equipment Sales LLC Quote
B. Resolution

EXHIBIT A

Quote

COMMERCE TRUCK
EQUIPMENT SALES LLC
2231 Hamner Ave
Norco, CA. 92860
951.898.0199

DATE 10/17/2024

INVOICE # 101724B

SOLD TO: National City
1243 National City Blvd.
National City, CA 91950

SHIP TO: National City
1243 National City Blvd.
National City, CA 91950

PHONE: (619) 496-6118

EMAIL: rhuerta@nationalcityca.gov

CONTACT: Ruben Huerta

Item: 2025 Freightliner M2 4x2, 6.7L Cummins, 250HP, Allison 3500 A/T, A/C, P/S, C/C, 33,000GVW, Spring Suspension, Air Brakes, Terrex, XTPRO60/70 Forestry, 11' long chip box, CA compliant			Price	$234,000.00
			Doc Fee	$85.00
			Smog Fee	
Serial Number/VIN			NVHTP Fee	$30.00
Mileage				
COUNTY: San Diego		Tax Rate 8.750%	Sales Tax	$20,485.06
License #			DMV Lic.	
Stock Number	25xtpro		CA VEV Fee	$195.00
FOB	Norco		Delivery	
PO#			FET TAX	$0.00

TOTAL PURCHASE PRICE $254,795.06

DEPOSIT

TOTAL DUE $254,795.06

SELLER: COMMERCE TRUCK & EQUIPMENT SALES LLC

BY: _____

PAYMENT DUE IN FULL THREE DAYS AFTER INVOICE DATE

BUYER (print) _____ **FOR** National City

(sign) _____ **(date)** _____

*Purchaser will NOT be granted our used vehicle "30Day WARRANTY" unless purchaser signs Commerce Truck & Equip "Limited Warranty Contract". Purchaser responsible for proper use and operation of this vehicle and/or equipment. IN-USE HEAVY-DUTY DIESEL-FUELED VEHICLES - An on-road heavy-duty diesel or alternative-diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the CA Air Resources Board website at http://www.arb.ca.gov/dieseltruck.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.110(B) REGARDING EXCEPTIONS TO FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF A 2025 FREIGHTLINER FORESTRY AERIAL BOOM TRUCK FROM COMMERCE TRUCK EQUIPMENT SALES LLC IN A NOT-TO-EXCEED AMOUNT OF $254,795.06 FOR THE PUBLIC WORKS PARKS DIVISION; 2) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF $254,796 IN THE VEHICLE ACQUISITION FUND; AND 3) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS OF UP TO $25,479 TO THE NOT-TO-EXCEED AMOUNT FOR THE PURCHASE AS A 10% CONTINGENCY FOR UNFORSEEN FLUCTUATIONS IN PRICING.

WHEREAS, the Public Works Parks Division utilizes an aerial boom truck to provide tree trimming services for the community, which has exceeded its useful life and has required significant maintenance, resulting in extended periods of inoperability and delays to service; and

WHEREAS, on February 21, 2023, the City Council approved Resolution 2023-15 authorizing budget appropriations for the purchase of an aerial boom truck from PB Loader in a not-to-exceed amount of $382,000 for the Public Works Parks Division but, due to unforeseen issues with the ordering and acquisition process, the boom truck order was never fulfilled; and

WHEREAS, in the interim, staff has contacted additional vendors for quotes and availability, but has faced significant challenges with long lead times; and

WHEREAS, staff was recently able to locate a viable vendor for the aerial boom truck, a 2025 Freightliner Forestry Truck, from Commerce Truck Equipment Sales LLC for $254,795.06, which would provide an estimated savings of approximately $127,000 from the previously-approved purchase; and

WHEREAS, Section 2.60.110(B) of the National City Municipal Code provides that the City Council may waive formal competitive bidding requirements when, among other reasons, competitive bidding is or would be impractical or impossible or the circumstances are such that no obvious, ascertainable advantage to the City could result, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that, due to challenges with availability and long lead times, coupled with the immediate need to acquire a new aerial boom truck to perform tree trimming services, competitive bidding would be impractical or impossible and there is no obvious, ascertainable advantage from such bidding given that, since the onset of the pandemic in 2020, vehicle acquisitions have become challenging, with examples including placing vehicle and equipment orders in advance through unpredictable and unreliable manufacturer order processes, price changes passed on to the consumer due to increasing costs and availability issues, and fluctuating ordered vehicle delivery dates; and

WHEREAS, City staff recommends adoption of the resolution as stated.

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 waiving the formal bid process pursuant to National City Municipal Code Section 2.60.110(B) regarding exceptions to formal competitive bidding and authorizing the purchase of a 2025 Freightliner Forestry aerial boom truck from Commerce Truck Equipment Sales LLC in a not-to-exceed amount of $254,795.06 for the Public Works Parks Division.

Section 2: That the City Council hereby authorizes the establishment of an appropriation in the amount of $254,796 in the Vehicle Acquisition Fund for the purchase.

Section 3: That the City Council hereby authorizes the City Manager to approve adjustments of up to $25,479 to the not-to-exceed amount for the purchase as a 10% contingency for unforeseen fluctuations in pricing.

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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Ricardo Rodriguez, Assistant Engineer-Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Awarding a Contract to AP General Corp for the Las Palmas Park Improvements Project, CIP No. 24-13.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Rejecting All Bids Received on September 13, 2024 for the Las Palmas Park Improvements Project, CIP No. 24-13; 2) Awarding a Contract to A.P. General Corporation in the Not-to-Exceed Amount of $3,189,002 for the Las Palmas Park Improvements Project, CIP No. 24-13; 3) Authorizing a 15% Contingency in the Amount of $478,350 for any Unforeseen Changes; 4) Authorizing the Mayor to Execute the Contract; and 5) Authorizing the Establishment of an Appropriation of $2,189,002 in the American Rescue Plan Act Fund for the Las Palmas Park Improvements Project."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Las Palmas Park Improvements project, CIP No. 24-13 will replace the two existing park restrooms with new restrooms; construct a new patio area, ADA improvements and utility connections to support modular pool support buildings on the east side of Las Palmas Pool; install shade canopies around the kids pool; install new bleachers on the west side of the pool; and provide new fencing, landscaping and drainage improvements. A project location map and exhibits are provided in Exhibit A.

On August 20, 2024, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors, in accordance with the City's Project Labor Agreement (PLA).

On September 13, 2024, four (4) bids were received by the 2:00 p.m. deadline. All bids received significantly exceeded the engineer's estimate. Staff informed all bidders that the City was rejecting all submitted bids and would be exercising its reserved rights under the PLA to readvertise the project as a non-PLA project.

On September 20, 2024, staff re-advertised the project on PlanetBids, in addition to the local newspaper. On October 18, 2024, seven (7) bids were received by the 5:00 pm deadline and A.P. General Corporation was the apparent lowest bidder with a total bid amount of $4,949,869.15. Upon review of all documents submitted, A.P. General Corporation's bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Since the total bid exceeds the available budget for the project, staff is recommending awarding the base bid and all additive bids, except for the additive bid to construct the splash pad and associated improvements, which came in over $1.7 million.

Therefore, staff recommends awarding a contract to A.P. General Corporation in the not-to-exceed amount of $3,189,002 and authorizing a 15% contingency in the amount of $478,350 to address any unforeseen conditions that may arise.

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

Construction is expected to begin in January 2025 and estimated to be completed by June 2025.

FINANCIAL STATEMENT:

Contract Award
$2,189,002 (new appropriation - ARPA Fund)
Expenditure Account No. 117-10-18-18500-7598-1171117 (Las Palmas Park Improvements)

$1,000,000 (funds available through prior appropriations - State Grant)
Expenditure Account No. 100-10-18-18500-7598-1172100 (Las Palmas Pool Facilities)

15% Contingency
$478,350 (funds available through prior appropriations - General Fund)
Expenditure Account No. 100-10-18-18500-7598-1500100 (Facility Upgrades CIP)

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

ENVIRONMENTAL REVIEW:
CEQA Notice of Exemption was filed with the County Recorder's Office on October 24, 2024.

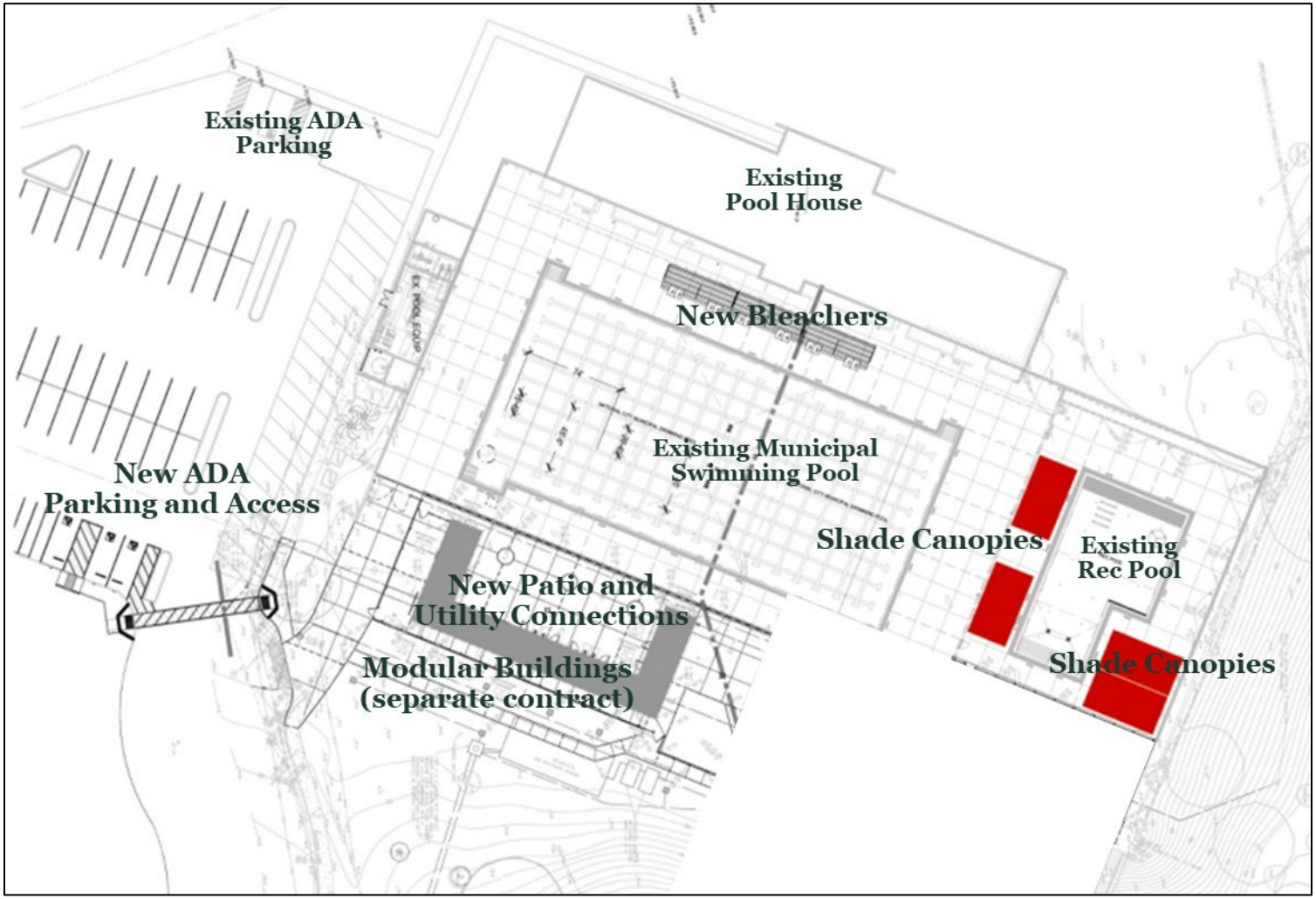
PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Project Exhibits
Exhibit B – Bid Opening Summary
Exhibit C – Summary of Bid Items
Exhibit D – Owner-Contractor Agreement
Exhibit E – Resolution

Exhibit A – Project Location Map and Exhibits

Pool Site Plan



New Park Restrooms

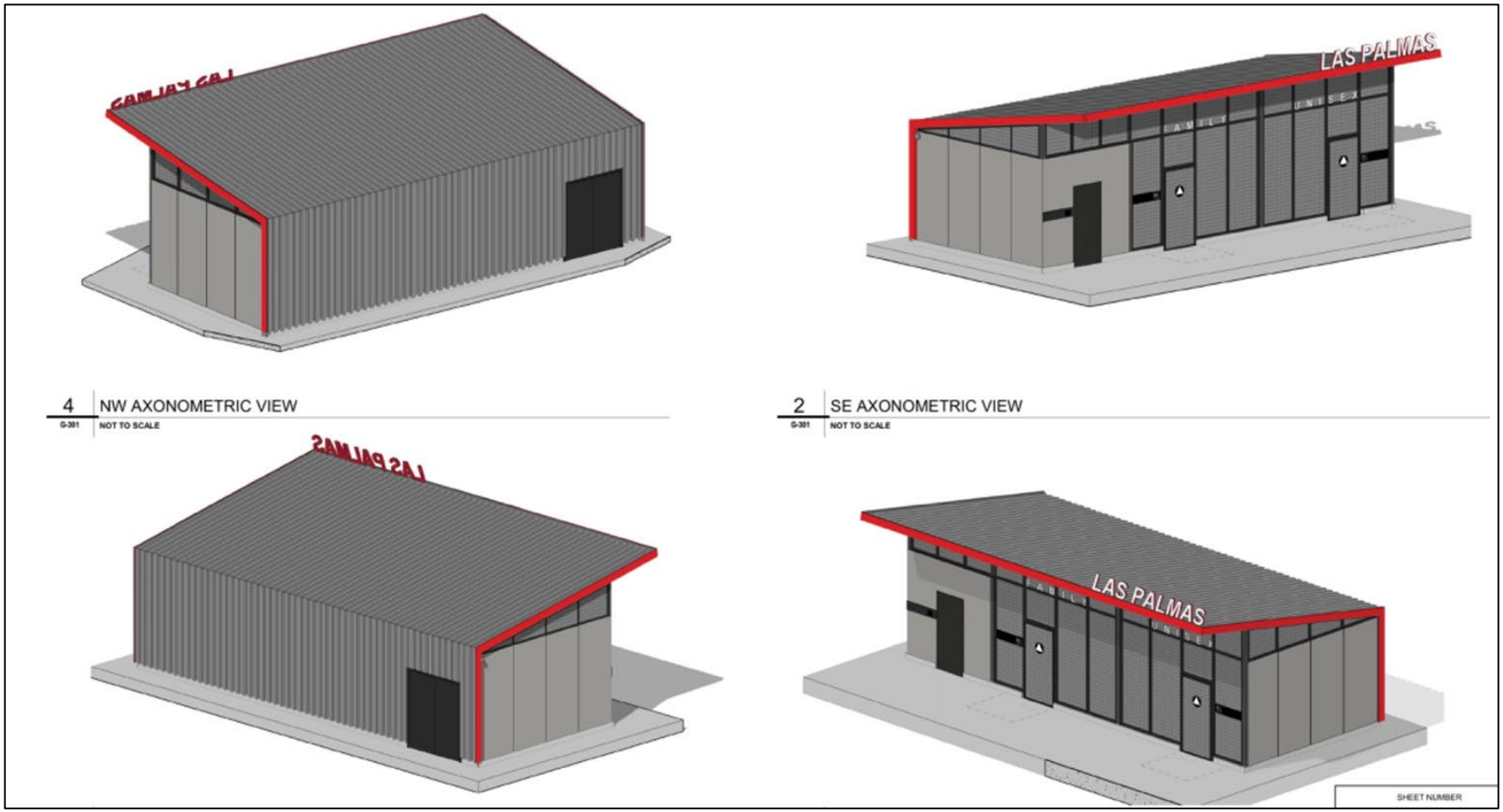


Exhibit B

BID OPENING SUMMARY

NAME: **Las Palmas Park Improvements**
CIP NO: **24-13**
DATE: **October 18, 2024**
TIME: **5:00 P.M.**
ESTIMATE: **$3,700,000**
PROJECT ENGINEER: **Ricardo Rodriguez**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	AP General Corp 4412 Promesa Circle San Diego, CA 92124	**$4,949,869.15**	Bond
2	Far West Contractors 1031 S Melrose Street Placentia, CA 92870	**$5,405,197.72**	Bond
3	RAL Investment Corporation 10065 Old Grove Road, Suite 200 San Diego, CA 92131	**$6,002,208.00**	Bond
4	Aster Construction Services 1666 ½ MaCadden Place Los Angeles, CA 90028	**$6,022,751.90**	Bond
5	De La Fuente Construction, Inc. 3025 Beyer Blvd. Suite E-101 San Diego, CA 92154	**$6,226,675.33**	Bond
6	HSCC, Inc. 12101 Lakeside Avenue Lakeside, CA 92040	**$7,129,434.30**	Bond
7	Palm Engineering Construction Company 7330 Opportunity Road, Suite A San Diego, CA 92111	**$9,326,605.50**	Bond

Exhibit C

SUMMARY OF BID ITEMS

NAME: Las Palmas Park Improvements
CIP NO: 24-13
DATE: October 18, 2024
TIME: 5:00 P.M.
ESTIMATE: $3,700,000
PROJECT ENGINEER: Ricardo Rodriguez

				AP General Corp		Far West Contractors		RAL Investment Corporation	
Item	Description	Unit	Qty	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
1	Mobilization/Demobilization	LS	1	$162,000.00	$162,000.00	$473,395.00	$473,395.00	$800,000.00	$800,000.00
2	Traffic Control	LS	1	$10,500.00	$10,500.00	$4,678.00	$4,678.00	$19,344.00	$19,344.00
3	SWPPP, Water Quality Control	LS	1	$13,650.00	$13,650.00	$18,000.00	$18,000.00	$19,344.00	$19,344.00
4	Surveying and Construction Staking	LS	1	$15,225.00	$15,225.00	$12,060.00	$12,060.00	$15,553.00	$15,553.00
5	Clearing and Grubbing	LS	1	$49,350.00	$49,350.00	$121,826.00	$121,826.00	$68,720.00	$68,720.00
6	Excavation and Grading	LS	1	$21,833.00	$21,833.00	$20,794.00	$20,794.00	$52,058.00	$52,058.00
7	Utility Coordination	LS	1	$2,100.00	$2,100.00	$37,200.00	$37,200.00	$645.00	$645.00
8	Protection and Restoration of Existing Improvements	LS	1	$2,100.00	$2,100.00	$1,000.00	$1,000.00	$14,186.00	$14,186.00
9	Provide and Install 12" Precast Concrete Catch Basins	EA	20	$903.00	$18,060.00	$570.00	$11,400.00	$1,612.00	$32,240.00
10	Provide and Install 12" Plastic Catch Basins	EA	11	$619.00	$6,809.00	$586.00	$6,446.00	$322.00	$3,542.00
11	Provide and Install 4" PVC SDR-35 Storm Drain Pipe	LF	570	$21.00	$11,970.00	$20.00	$11,400.00	$47.00	$26,790.00
12	Provide and Install 4" PVC SDR-35 Sewer Pipe	LF	446	$27.30	$12,175.80	$71.00	$31,666.00	$57.00	$25,422.00
13	Construct 4" Sewer Cleanouts as per SDRSD SC-01	EA	4	$507.15	$2,028.60	$483.00	$1,932.00	$1,612.00	$6,448.00
14	Provide and Install 2" Water Meter	EA	1	$13,335.00	$13,335.00	$12,700.00	$12,700.00	$16,378.00	$16,378.00
15	Provide and Install 3" Backflow Preventer	EA	1	$9,040.00	$9,040.00	$5,610.00	$5,610.00	$10,962.00	$10,962.00
16	Provide and install 3" PVC Sch. 40 Water Pipe	LF	238	$29.40	$6,997.20	$28.00	$6,664.00	$52.00	$12,376.00
17	Construct 2" Wide Trench Drain	LF	105	$157.50	$16,537.50	$210.00	$22,050.00	$97.00	$10,185.00
18	Remove and Install 8' Height Pool Perimeter Fence Panels	LS	1	$16,640.00	$16,640.00	$2,465.00	$2,465.00	$3,179.00	$3,179.00
19	Provide and Install New 8' Height Steel Fence Posts to Match Relocated 8' Height Fence Panels	EA	26	$210.00	$5,460.00	$327.50	$8,515.00	$422.00	$10,972.00
20	Provide and Install Modular Wetlands	LS	1	$178,500.00	$178,500.00	$167,292.00	$167,292.00	$193,440.00	$193,440.00
21	Construct CMU Stem Walls and Footings for Modular Building A	LS	1	$31,500.00	$31,500.00	$25,000.00	$25,000.00	$73,218.00	$73,218.00
22	Construct CMU Stem Walls and Footings for Modular Building B	LS	1	$31,500.00	$31,500.00	$25,000.00	$25,000.00	$73,218.00	$73,218.00
23	Construct CMU Stem Walls and Footings for Modular Building C	LS	1	$31,500.00	$31,500.00	$25,000.00	$25,000.00	$73,238.00	$73,238.00
24	Construct CMU Stem Walls and Footings for Modular Building D	LS	1	$31,500.00	$31,500.00	$25,000.00	$25,000.00	$73,218.00	$73,218.00
25	Construct 4" Uncolored Concrete Paving	SF	424	$21.00	$8,904.00	$22.75	$9,646.00	$24.00	$10,176.00
26	Construct 6" Uncolored Concrete Paving	SF	5480	$26.25	$143,850.00	$22.75	$124,670.00	$27.00	$147,960.00
27	Construct 6" Colored Concrete Paving	SF	1451	$36.75	$53,324.25	$28.50	$41,353.50	$32.00	$46,432.00
28	Construct 6" PCC Curb as per SDRSD G-01	LF	201	$131.25	$26,381.25	$42.00	$8,442.00	$70.00	$14,070.00
29	Provide and Install Bicycle Rack	EA	1	$2,625.00	$2,625.00	$2,000.00	$2,000.00	$1,934.00	$1,934.00
30	Provide and Install 5' Height Steel Fence	LF	15	$298.62	$4,479.30	$185.00	$2,775.00	$239.00	$3,585.00
31	Provide and Install 5' Height Steel Double Gate	EA	1	$5,488.00	$5,488.00	$6,560.00	$6,560.00	$8,460.00	$8,460.00
32	Provide and Install 5' Height Steel Single Gate	EA	2	$8,027.00	$16,054.00	$3,232.50	$6,465.00	$4,169.00	$8,338.00
33	Provide and Install 8' Height Steel Fence	LF	117	$147.00	$17,199.00	$140.00	$16,380.00	$195.00	$22,815.00
34	Provide and Install 8' Height Steel Single Gate	EA	2	$10,825.00	$21,650.00	$10,310.00	$20,620.00	$13,296.00	$26,592.00
35	Provide and Install High/Low Drinking Fountain	EA	1	$12,600.00	$12,600.00	$25,000.00	$25,000.00	$17,410.00	$17,410.00
36	Provide and Install Park Signage	LS	1	$6,300.00	$6,300.00	$12,636.00	$12,636.00	$19,344.00	$19,344.00
37	Cold Mill Asphalt Pavement - 1.5" Depth	SF	2700	$3.15	$8,505.00	$3.00	$8,100.00	$3.00	$8,100.00
38	Hot Mix Asphalt Concrete (AC) Pavement	TON	25	$525.00	$13,125.00	$500.00	$12,500.00	$812.00	$20,300.00
39	Signing and Striping	LS	1	$8,400.00	$8,400.00	$28,662.62	$28,662.62	$5,803.00	$5,803.00
40	Install Pedestrian Curb Ramps as per SDRSD	EA	3	$7,875.00	$23,625.00	$4,180.00	$12,540.00	$60,162.00	$180,486.00
41	Provide and Install Site Electrical	LS	1	$327,600.00	$327,600.00	$244,021.00	$244,021.00	$127,283.00	$127,283.00
42	Provide and Install Site Communications	LS	1	$12,600.00	$12,600.00	$75,000.00	$75,000.00	$12,896.00	$12,896.00
43	Provide and Maintain Temporary Fencing	LS	1	$5,250.00	$5,250.00	$5,000.00	$5,000.00	$19,344.00	$19,344.00
				Subtotal	**$1,418,270.90**		**$1,739,464.12**		**$2,336,004.00**
44	Provide and Install Shade Canopies at the Recreation Pool	EA	4	$48,300.00	$193,200.00	$152,820.00	$611,280.00	$51,916.00	$207,664.00
				Subtotal	**$193,200.00**		**$611,280.00**		**$207,664.00**
45	Provide and Install ADA Bleachers	EA	3	$47,250.00	$141,750.00	$75,000.00	$225,000.00	$20,612.00	$61,836.00
				Subtotal	**$141,750.00**		**$225,000.00**		**$61,836.00**
46	Mobilization/Demobilization	LS	1	$69,934.00	$69,934.00	$10,000.00	$10,000.00	$20,614.00	$20,614.00
47	Provide and Maintain Temporary Fencing	LS	1	$1,050.00	$1,050.00	$8,000.00	$8,000.00	$50,708.00	$50,708.00
48	SWPPP, Water Quality Control	LS	1	$8,400.00	$8,400.00	$4,578.00	$4,578.00	$3,564.00	$3,564.00

49	Surveying and Construction Staking	LS	1	$15,225.00	$15,225.00	$6,515.00	$6,515.00	$7,589.00	$7,589.00
50	Protection and Restoration of Existing Improvements	LS	1	$2,100.00	$2,100.00	$1,000.00	$1,000.00	$1,165.00	$1,165.00
51	Clearing and Grubbing	LS	1	$9,765.00	$9,765.00	$9,300.00	$9,300.00	$30,371.00	$30,371.00
52	Excavation and Grading	LS	1	$27,940.00	$27,940.00	$26,610.00	$26,610.00	$35,235.00	$35,235.00
53	Construct Splash Pad	LS	1	$748,650.00	$748,650.00	$779,437.00	$779,437.00	$1,010,047.00	$1,010,047.00
54	Install "Cool" Surfacing to Splash Pad Deck	SF	1854	$26.25	$48,667.50	$3.00	$5,562.00	$8.00	$14,832.00
55	Construct Concrete Retaining Wall with Bench at Splash Pad	LS	1	$115,500.00	$115,500.00	$175,000.00	$175,000.00	$33,898.00	$33,898.00
56	Construct CMU Wall and Footing for Splash Pad Mechanical	LS	1	$84,000.00	$84,000.00	$25,000.00	$25,000.00	$121,893.00	$121,893.00
57	Provide and Install Shade Canopies at the Splash Pad	EA	2	$48,300.00	$96,600.00	$35,399.50	$70,799.00	$45,854.00	$91,708.00
58	Construct CMU Stem Walls and Footings for Modular Building E	LS	1	$31,500.00	$31,500.00	$21,000.00	$21,000.00	$71,957.00	$71,957.00
59	Provide and Install 4" PVC SDR-35 Storm Drain Pipe	LF	512	$22.05	$11,289.60	$21.00	$10,752.00	$29.00	$14,848.00
60	Provide and Install 4" PVC SDR-35 Sewer Pipe	LF	25	$31.50	$787.50	$24.00	$600.00	$58.00	$1,450.00
61	Construct 4" Sewer Cleanouts as per SDRSD SC-01	EA	2	$507.15	$1,014.30	$483.00	$966.00	$1,747.00	$3,494.00
62	Provide and install 2" PVC Sch. 40 Water Pipe	LF	20	$25.20	$504.00	$24.00	$480.00	$58.00	$1,160.00
63	Provide and install 1" PVC Sch. 40 Water Pipe	LF	48	$27.30	$1,310.40	$26.00	$1,248.00	$41.00	$1,968.00
64	Construct 2" Wide Trench Drain	LF	197	$278.25	$54,815.25	$210.00	$41,370.00	$87.00	$17,139.00
65	Construct 6" Uncolored Concrete Paving	SF	9970	$26.25	$261,712.50	$22.75	$226,817.50	$29.00	$289,130.00
66	Provide and Install 5' Height Steel Fence	LF	80	$170.10	$13,608.00	$140.00	$11,200.00	$162.00	$12,960.00
67	Provide and Install 5' Height Steel Double Gate	EA	1	$5,488.00	$5,488.00	$4,275.00	$4,275.00	$4,908.00	$4,908.00
68	Provide and Install 8' Height Steel Fence	LF	261	$172.00	$44,892.00	$164.00	$42,804.00	$216.00	$56,376.00
69	Provide and Install 8' Height Steel Double Gate	EA	1	$10,741.00	$10,741.00	$7,130.00	$7,130.00	$8,035.00	$8,035.00
70	Provide and Install 8' Height Steel Single Gate	EA	4	$10,825.00	$43,300.00	$2,362.50	$9,450.00	$12,009.00	$48,036.00
71	Provide and Install 92" ADA Picnic Tables	EA	4	$1,890.00	$7,560.00	$2,700.00	$10,800.00	$2,242.00	$8,968.00
72	Site Irrigation	LS	1	$23,415.00	$23,415.00	$22,300.00	$22,300.00	$25,875.00	$25,875.00
73	Soil Preparation	LS	1	$2,625.00	$2,625.00	$2,500.00	$2,500.00	$2,912.00	$2,912.00
74	Trees - 24" Box Palms	EA	5	$1,785.00	$8,925.00	$1,700.00	$8,500.00	$2,437.00	$12,185.00
75	Shrubs - 15 Gallon	EA	7	$102.90	$720.30	$98.00	$686.00	$114.00	$798.00
76	Provide and Install Sod	SF	550	$1.05	$577.50	$2.50	$1,375.00	$2.00	$1,100.00
77	6 Month Maintenance	MONTH	6	$1,375.00	$8,250.00	$1,310.00	$7,860.00	$1,526.00	$9,156.00
				Subtotal	**$1,760,866.85**		**$1,553,914.50**		**$2,014,079.00**
78	Mobilization/Demobilization	LS	1	$100,271.00	$100,271.00	$40,000.00	$40,000.00	$26,787.00	$26,787.00
79	Provide and Maintain Temporary Fencing	LS	1	$3,150.00	$3,150.00	$5,000.00	$5,000.00	$11,648.00	$11,648.00
80	SWPPP, Water Quality Control	LS	1	$6,300.00	$6,300.00	$4,676.00	$4,676.00	$11,648.00	$11,648.00
81	Surveying and Construction Staking	LS	1	$7,875.00	$7,875.00	$4,970.00	$4,970.00	$5,789.00	$5,789.00
82	Protection and Restoration of Existing Improvements	LS	1	$2,100.00	$2,100.00	$1,000.00	$1,000.00	$582.00	$582.00
83	Clearing and Grubbing	LS	1	$10,689.00	$10,689.00	$10,180.00	$10,180.00	$11,902.00	$11,902.00
84	Excavation and Grading	LS	1	$13,480.00	$13,480.00	$12,839.00	$12,839.00	$10,609.00	$10,609.00
85	Construct Satellite Restroom #1	LS	1	$544,000.00	$544,000.00	$472,835.00	$472,835.00	$537,171.00	$537,171.00
86	Provide and Maintain Two Temporary Portable ADA Restrooms with Handwash Station	MONTH	8	$1,155.00	$9,240.00	$1,562.50	$12,500.00	$582.00	$4,656.00
87	Provide and Install 12" Precast Concrete Catch Basins	EA	3	$945.00	$2,835.00	$900.00	$2,700.00	$2,718.00	$8,154.00
88	Provide and Install 4" PVC SDR-35 Storm Drain Pipe	LF	94	$34.65	$3,257.10	$33.15	$3,116.10	$47.00	$4,418.00
89	Provide and Install 4" PVC SDR-35 Sewer Pipe	LF	30	$47.25	$1,417.50	$46.00	$1,380.00	$58.00	$1,740.00
90	Provide and install 2" PVC Sch. 40 Water Pipe	LF	50	$15.75	$787.50	$15.00	$750.00	$29.00	$1,450.00
91	Site Irrigation	LS	1	$3,685.50	$3,685.50	$3,510.00	$3,510.00	$4,000.00	$4,000.00
92	Soil Preparation	LS	1	$5,985.00	$5,985.00	$5,700.00	$5,700.00	$6,600.00	$6,600.00
93	Provide and Install Sod	SF	2228	$1.05	$2,339.40	$2.50	$5,570.00	$7.00	$15,596.00
				Subtotal	**$717,412.00**		**$586,726.10**		**$662,750.00**
94	Mobilization/Demobilization	LS	1	$6,913.00	$6,913.00	$40,000.00	$40,000.00	$245,000.00	$245,000.00
95	Provide and Maintain Temporary Fencing	LS	1	$4,200.00	$4,200.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00
96	SWPPP, Water Quality Control	LS	1	$3,150.00	$3,150.00	$4,678.00	$4,678.00	$9,000.00	$9,000.00
97	Surveying and Construction Staking	LS	1	$7,875.00	$7,875.00	$9,630.00	$9,630.00	$7,500.00	$7,500.00
98	Protection and Restoration of Existing Improvements	LS	1	$2,100.00	$2,100.00	$1,000.00	$1,000.00	$580.00	$580.00
99	Clearing and Grubbing	LS	1	$10,426.00	$10,426.00	$9,930.00	$9,930.00	$14,000.00	$14,000.00
100	Excavation and Grading	LS	1	$13,440.00	$13,440.00	$12,800.00	$12,800.00	$11,000.00	$11,000.00
101	Construct Satellite Restroom #2	LS	1	$544,000.00	$544,000.00	$473,523.00	$473,523.00	$536.00	$536.00
102	Provide and Maintain Two Temporary Portable ADA Restrooms with Handwash Station	MONTH	8	$1,050.00	$8,400.00	$1,562.50	$12,500.00	$30,000.00	$240,000.00
103	Provide and Install 12" Precast Concrete Catch Basins	EA	1	$1,155.00	$1,155.00	$2,416.00	$2,416.00	$3,000.00	$3,000.00
104	Provide and Install 4" PVC SDR-35 Storm Drain Pipe	LF	94	$31.50	$2,961.00	$30.00	$2,820.00	$47.00	$4,418.00
105	Provide and Install 4" PVC SDR-35 Sewer Pipe	LF	30	$39.90	$1,197.00	$37.50	$1,125.00	$58.00	$1,740.00
106	Provide and install 2" PVC Sch. 40 Water Pipe	LF	50	$42.00	$2,100.00	$40.00	$2,000.00	$59.00	$2,950.00
107	Site Irrigation	LS	1	$3,780.00	$3,780.00	$3,500.00	$3,500.00	$4,193.00	$4,193.00
108	Soil Preparation	LS	1	$5,250.00	$5,250.00	$5,000.00	$5,000.00	$5,800.00	$5,800.00
109	Provide and Install Sod	SF	2340	$1.05	$2,457.00	$2.50	$5,850.00	$6.00	$14,040.00
				Subtotal	**$619,404.00**		**$591,772.00**		**$575,757.00**
110	Site Irrigation	LS	1	$38,587.00	$38,587.00	$36,750.00	$36,750.00	$43,000.00	$43,000.00
111	Soil Preparation	LS	1	$13,072.00	$13,072.00	$12,450.00	$12,450.00	$14,590.00	$14,590.00
112	Trees - 10' BT Palms	EA	10	$1,312.00	$13,120.00	$1,250.00	$12,500.00	$1,450.00	$14,500.00
113	Trees - 24" Box Palms	EA	3	$1,837.00	$5,511.00	$1,750.00	$5,250.00	$2,000.00	$6,000.00
114	Shrubs - 5 Gallon	EA	95	$39.90	$3,790.50	$38.00	$3,610.00	$44.00	$4,180.00
115	Shrubs - 1 Gallon	EA	35	$15.75	$551.25	$15.00	$525.00	$17.00	$595.00
116	Mulch	SF	2815	$1.58	$4,447.70	$1.50	$4,222.50	$2.00	$5,630.00
117	Provide and Install Sod	SF	6459	$1.05	$6,781.95	$1.50	$9,688.50	$3.00	$19,377.00
118	Construct Bound Pebble Paving	SF	87	$42.00	$3,654.00	$35.00	$3,045.00	$58.00	$5,046.00
119	6 Month Maintenance	MONTH	6	$1,575.00	$9,450.00	$1,500.00	$9,000.00	$5,200.00	$31,200.00
				Subtotal	**$98,965.40**		**$97,041.00**		**$144,118.00**
				TOTAL	**$4,949,869.15**		**$5,405,197.72**		**$6,002,208.00**

OWNER - CONTRACTOR AGREEMENT

LAS PALMAS PARK IMPROVEMENTS
CIP NO. 24-13

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **AP General Corp ("Contractor")**, 4412 Promesa Circle, San Diego, California 92124, on the **19th day of November, 2024,** for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS

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

13. FALSE CLAIMS

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

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

_____ _____
(Initial) (Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

_____

Ron Morrison
Mayor, City of National City

Approved as to form:

By: _____
Barry J. Schultz, City Attorney

Contractor:
AP General Corp

_____
(Owner/Officer signature)

_____
Print name and title

_____
(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies' specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

No.	Item Description	Unit	Qty	Unit Price	Line Total
Base Bid					
1	Mobilization/Demobilization	LS	1	$162,000.00	$162,000.00
2	Traffic Control	LS	1	$10,500.00	$10,500.00
3	SWPPP, Water Quality Control	LS	1	$13,650.00	$13,650.00
4	Surveying and Construction Staking	LS	1	$15,225.00	$15,225.00
5	Clearing and Grubbing	LS	1	$49,350.00	$49,350.00
6	Excavation and Grading	LS	1	$21,833.00	$21,833.00
7	Utility Coordination	LS	1	$2,100.00	$2,100.00
8	Protection and Restoration of Existing Improvements	LS	1	$2,100.00	$2,100.00
9	Provide and Install 12" Precast Concrete Catch Basins	EA	20	$903.00	$18,060.00
10	Provide and Install 12" Plastic Catch Basins	EA	11	$619.00	$6,809.00
11	Provide and Install 4" PVC SDR-35 Storm Drain Pipe	LF	570	$21.00	$11,970.00
12	Provide and Install 4" PVC SDR-35 Sewer Pipe	LF	446	$27.30	$12,175.80
13	Construct 4" Sewer Cleanouts as per SDRSD SC-01	EA	4	$507.15	$2,028.60
14	Provide and Install 2" Water Meter	EA	1	$13,335.00	$13,335.00
15	Provide and Install 3" Backflow Preventer	EA	1	$9,040.00	$9,040.00
16	Provide and install 3" PVC Sch. 40 Water Pipe	LF	238	$29.40	$6,997.20
17	Construct 2" Wide Trench Drain	LF	105	$157.50	$16,537.50
18	Remove and Install 8' Height Pool Perimeter Fence Panels	LS	1	$16,640.00	$16,640.00
19	Provide and Install New 8' Height Steel Fence Posts to Match Relocated 8' Height Fence Panels	EA	26	$210.00	$5,460.00
20	Provide and Install Modular Wetlands	LS	1	$178,500.00	$178,500.00
21	Construct CMU Stem Walls and Footings for Modular Building A	LS	1	$31,500.00	$31,500.00
22	Construct CMU Stem Walls and Footings for Modular Building B	LS	1	$31,500.00	$31,500.00
23	Construct CMU Stem Walls and Footings for Modular Building C	LS	1	$31,500.00	$31,500.00
24	Construct CMU Stem Walls and Footings for Modular Building D	LS	1	$31,500.00	$31,500.00
25	Construct 4" Uncolored Concrete Paving	SF	424	$21.00	$8,904.00
26	Construct 6" Uncolored Concrete Paving	SF	5480	$26.25	$143,850.00
27	Construct 6" Colored Concrete Paving	SF	1451	$36.75	$53,324.25
28	Construct 6" PCC Curb as per SDRSD G-01	LF	201	$131.25	$26,381.25
29	Provide and Install Bicycle Rack	EA	1	$2,625.00	$2,625.00
30	Provide and Install 5' Height Steel Fence	LF	15	$298.62	$4,479.30

31	Provide and Install 5' Height Steel Double Gate	EA	1	$5,488.00	$5,488.00
32	Provide and Install 5' Height Steel Single Gate	EA	2	$8,027.00	$16,054.00
33	Provide and Install 8' Height Steel Fence	LF	117	$147.00	$17,199.00
34	Provide and Install 8' Height Steel Single Gate	EA	2	$10,825.00	$21,650.00
35	Provide and Install High/Low Drinking Fountain	EA	1	$12,600.00	$12,600.00
36	Provide and Install Park Signage	LS	1	$6,300.00	$6,300.00
37	Cold Mill Asphalt Pavement - 1.5" Depth	SF	2700	$3.15	$8,505.00
38	Hot Mix Asphalt Concrete (AC) Pavement	TON	25	$525.00	$13,125.00
39	Signing and Striping	LS	1	$8,400.00	$8,400.00
40	Install Pedestrian Curb Ramps as per SDRSD	EA	3	$7,875.00	$23,625.00
41	Provide and Install Site Electrical	LS	1	$327,600.00	$327,600.00
42	Provide and Install Site Communications	LS	1	$12,600.00	$12,600.00
43	Provide and Maintain Temporary Fencing	LS	1	$5,250.00	$5,250.00
				Subtotal	$1,418,270.90
44	Provide and Install Shade Canopies at the Recreation Pool	EA	4	$48,300.00	$193,200.00
				Subtotal	$193,200.00
45	Provide and Install ADA Bleachers	EA	3	$47,250.00	$141,750.00
				Subtotal	$141,750.00
78	Mobilization/Demobilization	LS	1	$100,271.00	$100,271.00
79	Provide and Maintain Temporary Fencing	LS	1	$3,150.00	$3,150.00
80	SWPPP, Water Quality Control	LS	1	$6,300.00	$6,300.00
81	Surveying and Construction Staking	LS	1	$7,875.00	$7,875.00
82	Protection and Restoration of Existing Improvements	LS	1	$2,100.00	$2,100.00
83	Clearing and Grubbing	LS	1	$10,689.00	$10,689.00
84	Excavation and Grading	LS	1	$13,480.00	$13,480.00
85	Construct Satellite Restroom #1	LS	1	$544,000.00	$544,000.00
86	Provide and Maintain Two Temporary Portable ADA Restrooms with Handwash Station	MONT	8	$1,155.00	$9,240.00
87	Provide and Install 12" Precast Concrete Catch Basins	EA	3	$945.00	$2,835.00
88	Provide and Install 4" PVC SDR-35 Storm Drain Pipe	LF	94	$34.65	$3,257.10
89	Provide and Install 4" PVC SDR-35 Sewer Pipe	LF	30	$47.25	$1,417.50
90	Provide and install 2" PVC Sch. 40 Water Pipe	LF	50	$15.75	$787.50
91	Site Irrigation	LS	1	$3,685.50	$3,685.50
92	Soil Preparation	LS	1	$5,985.00	$5,985.00

93	Provide and Install Sod	SF	2228	$1.05	$2,339.40
				Subtotal	$717,412.00
94	Mobilization/Demobilization	LS	1	$6,913.00	$6,913.00
95	Provide and Maintain Temporary Fencing	LS	1	$4,200.00	$4,200.00
96	SWPPP, Water Quality Control	LS	1	$3,150.00	$3,150.00
97	Surveying and Construction Staking	LS	1	$7,875.00	$7,875.00
98	Protection and Restoration of Existing Improvements	LS	1	$2,100.00	$2,100.00
99	Clearing and Grubbing	LS	1	$10,426.00	$10,426.00
100	Excavation and Grading	LS	1	$13,440.00	$13,440.00
101	Construct Satellite Restroom #2	LS	1	$544,000.00	$544,000.00
102	Provide and Maintain Two Temporary Portable ADA Restrooms with Handwash Station	MONT	8	$1,050.00	$8,400.00
103	Provide and Install 12" Precast Concrete Catch Basins	EA	1	$1,155.00	$1,155.00
104	Provide and Install 4" PVC SDR-35 Storm Drain Pipe	LF	94	$31.50	$2,961.00
105	Provide and Install 4" PVC SDR-35 Sewer Pipe	LF	30	$39.90	$1,197.00
106	Provide and install 2" PVC Sch. 40 Water Pipe	LF	50	$42.00	$2,100.00
107	Site Irrigation	LS	1	$3,780.00	$3,780.00
108	Soil Preparation	LS	1	$5,250.00	$5,250.00
109	Provide and Install Sod	SF	2340	$1.05	$2,457.00
				Subtotal	$619,404.00
110	Site Irrigation	LS	1	$38,587.00	$38,587.00
111	Soil Preparation	LS	1	$13,072.00	$13,072.00
112	Trees - 10' BT Palms	EA	10	$1,312.00	$13,120.00
113	Trees - 24" Box Palms	EA	3	$1,837.00	$5,511.00
114	Shrubs - 5 Gallon	EA	95	$39.90	$3,790.50
115	Shrubs - 1 Gallon	EA	35	$15.75	$551.25
116	Mulch	SF	2815	$1.58	$4,447.70
117	Provide and Install Sod	SF	6459	$1.05	$6,781.95
118	Construct Bound Pebble Paving	SF	87	$42.00	$3,654.00
119	6 Month Maintenance	MONT	6	$1,575.00	$9,450.00
				Subtotal	$98,965.40
				Total	$3,189,002.30

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____

_____ (Notary Seal)

known to me to be _____of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) REJECTING ALL BIDS RECEIVED ON SEPTEMBER 13, 2024 FOR THE LAS PALMAS PARK IMPROVEMENTS PROJECT, CIP NO. 24-13; 2) AWARDING A CONTRACT TO A.P. GENERAL CORPORATION IN THE NOT-TO-EXCEED AMOUNT OF $3,189,002 FOR THE LAS PALMAS PARK IMPROVEMENTS PROJECT, CIP NO. 24-13; 3) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $478,350 FOR ANY UNFORESEEN CHANGES; 4) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 5) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF $2,189,002 IN THE AMERICAN RESCUE PLAN ACT FUND FOR THE LAS PALMAS PARK IMPROVEMENTS PROJECT.

WHEREAS, the Las Palmas Park Improvements project, CIP No. 24-13 ("Project") will replace the two existing park restrooms with new restrooms; construct a new patio area, ADA improvements and utility connections to support modular pool support buildings on the east side of Las Palmas Pool; install shade canopies around the kids pool; install new bleachers on the west side of the pool; and provide new fencing, landscaping and drainage improvements; and

WHEREAS, on August 20, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on September 13, 2024, four (4) bids were received by the 2:00 p.m. deadline; and

WHEREAS, all bidders submitted proposals that significantly exceeded the engineer's estimate and, consequently, staff informed all bidders that the City intended to readvertise the Project as a non-Project Labor Agreement ("PLA") project, exercising the City's reserved rights under the PLA; and

WHEREAS, as a result of the excessive cost of the earlier bids, on September 20, 2024 staff re-advertised the Project on PlanetBids as a non-PLA project; and

WHEREAS, on October 8th and 14th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on October 18, 2024, seven (7) bids were received by the 5:00 pm deadline; and

WHEREAS, upon review of all documents submitted, A.P. General Corporation's bid in the total bid amount of $4,949,869.15 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, since A.P. General Corporation's total bid exceeds the available budget for the Project, City staff is recommending awarding the base bid and all additive bids except for the additive bid to construct the splash pad and associated improvements, resulting in a total contract award of $3,189,002; and

WHEREAS, City staff recommends 1) rejecting all bids received on September 13, 2024 for the Las Palmas Park Improvements project, CIP No. 24-13; 2) awarding a contract to A.P. General Corporation in the not-to-exceed amount of $3,189,002 for the base bid and all additive

bids except for the additive bid to construct the splash pad and associated improvements for the Las Palmas Park Improvements project, CIP No. 24-13; 3) authorizing a 15% contingency in the amount of $478,350 for any unforeseen changes; 4) authorizing the Mayor to execute the contract; and 5) authorizing the establishment of an appropriation of $2,189,002 in the American Rescue Plan Act fund for the Project.

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

Section 1: That the City Council hereby rejects all bids received on September 13, 2024, for the Las Palmas Park Improvements project, CIP No. 24-13.

Section 2: That the City Council hereby authorizes the Mayor to execute the contract with A.P. General Corporation in the not-to-exceed amount of $3,189,002 for the Las Palmas Park Improvements project, CIP No. 24-13.

Section 3: That the City Council hereby authorizes a 15% contingency in the amount of $478,350 for any unforeseen changes.

Section 4: That the City Council hereby authorizes the establishment of an appropriation in the amount of $2,189,002 in the American Rescue Plan Act Fund for the Las Palmas Park Improvements project.

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 19th day of November, 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: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Awarding a Contract to Aster Construction Services for the FY24 and FY25 ADA Improvements Project CIP No. 24-04.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Rejecting All Bids Received on May 17, 2024 for the FY24 and FY25 ADA Improvements Project, CIP No. 24-04; 2) Awarding a Contract to Aster Construction Services in the Not-to-Exceed Amount of $990,716 for the FY24 and FY25 ADA Improvements Project, CIP No. 24-04; 3) Authorizing a 15% Contingency in the Amount of $148,607 for any Unforeseen Changes; and 4) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The FY 24 and FY 25 ADA Improvements project, CIP 24-04, will construct various concrete improvements for Americans with Disabilities Act (ADA) compliance, including but not limited to removal/disposal and replacement of sidewalk, curb and gutter, driveways, cross gutters, and curb ramps. Limits of work include L Ave. from 16th to 30th, E. 4th St. from Highland Ave. to the I-805 bridge, G Ave. from E. 28th Ave. north approximately 150', J Ave. from E. 24th Ave. to E. 25th Ave., I Ave. from E. 18th St. to E. 24th St., and Olive Ave. from E. 8th to E. Plaza Blvd. The project also includes concrete and drainage improvements at the cul-de-sac on the 1900 Block of E. 17th St.

On April 26, 2024, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors, in addition to advertising in the local newspaper. On May 17, 2024, seven (7) bids were received by the 5:00 p.m. deadline. All of the bidders submitted proposals that significantly exceeded the engineer's estimate. Consequently, on June 6, 2024, staff informed all bidders that the City intended to readvertise the project. Staff also indicated that adjustments would be made to the project scope to align the bids with the budget allocations, after which the project would be rebid.

As a result of this outcome, on August 19, 2024, staff re-advertised the project on PlanetBids, in addition to advertising in the local newspaper. On September 20, 2024, six (6) bids were received by the 5:00 p.m. deadline. E-4 Construction Inc. was the apparent lowest bidder with a total base bid amount of $857,614.20.

After reviewing all submitted documents, E-4 Construction Inc's. bid was determined to be non-responsive and was rejected due to the absence of a properly executed bid bond. The non-responsive bid notice was sent to E-4 Construction Inc. on October 17, 2024. Consequently, staff reviewed the documents submitted by the second lowest bidder, Aster Construction Services, which submitted a total base bid amount of $990,715.60. Upon review, the bid from Aster Construction Services was deemed responsive, making their bid the lowest, responsive bid. Aster Construction Services is also the lowest responsible bidder qualified to perform the work as outlined in the project specifications.

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

Staff recommends awarding a contract to Aster Construction Services in the not-to-exceed amount of $990,716 and authorizing a 15% contingency in the amount of $148,607 to address any unforeseen conditions that may arise.

Construction is estimated to start in January 2025 and be completed by August 2025. Updates will be provided on the City's CIP website at: http://nationalcityprojects.com.

FINANCIAL STATEMENT:

Contract Award
$500,000 (funds available through prior appropriations - TransNet)
Expenditure Account No. 307-10-18-18500-7598-6035307 (Street Resurfacing / ADA)

$490,716 (funds available through prior appropriations – General Fund)
Expenditure Account No. 100-10-18-18500-7598-6573100 (Transportation Improvements CIP)

15% Contingency
$148,607 (funds available through prior appropriations - General Fund)
Expenditure Account No. 100-10-18-18500-7598-6573100 (Transportation Improvements CIP)

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

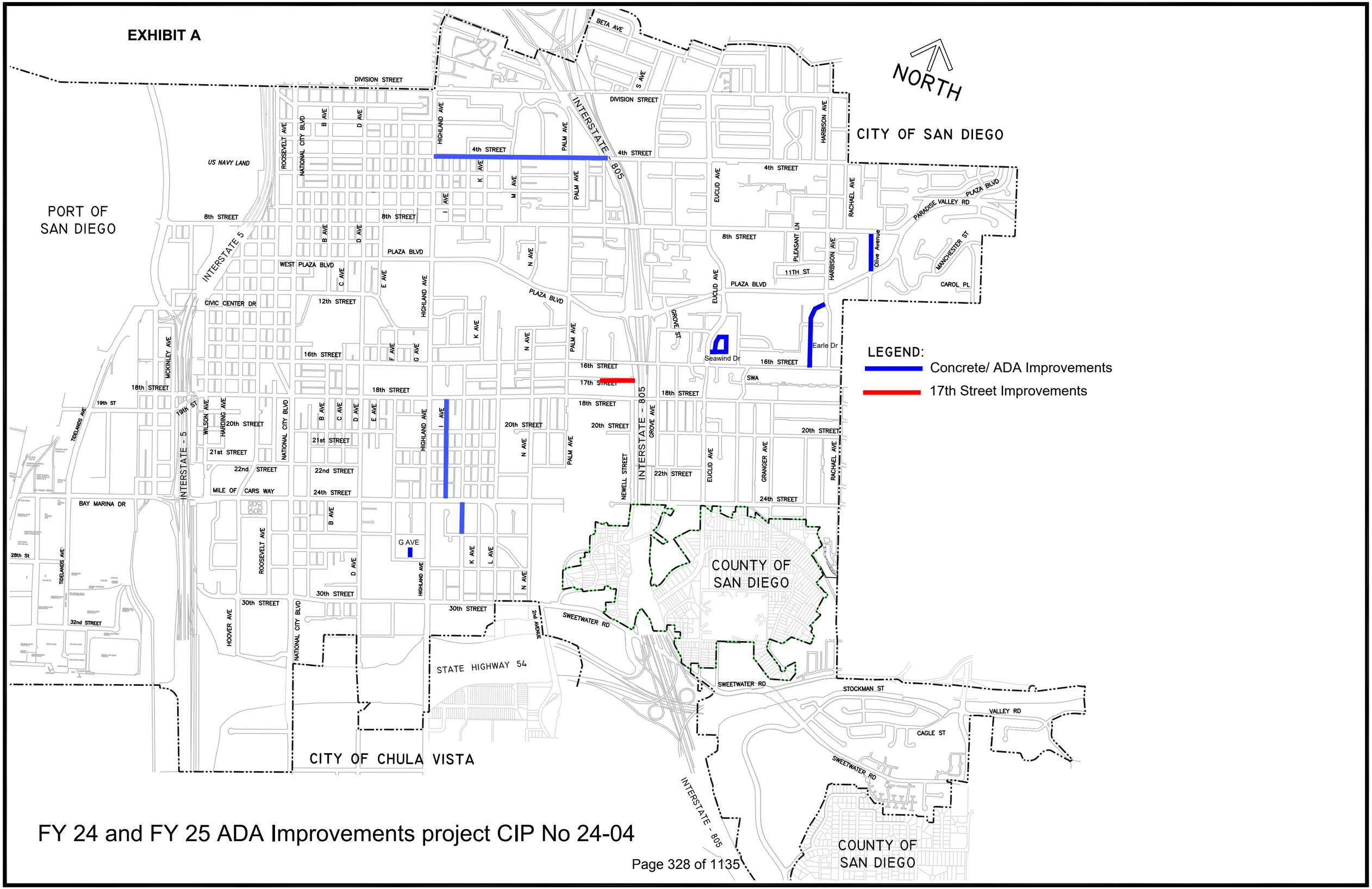
ENVIRONMENTAL REVIEW:
A Notice of Exemption was filed with the County Recorder's Office on October 24, 2024.

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 – Location Map
Exhibit B – Bid Opening Summary
Exhibit C – Three Lowest Bidders Summary
Exhibit D – Contract Agreement
Exhibit E – Resolution

EXHIBIT A



FY 24 and FY 25 ADA Improvements project CIP No 24-04

BID OPENING SUMMARY

NAME: FY 24 and FY 25 ADA Improvements project
CIP NO: 24-04
DATE: September 20, 2024
TIME: 5:00 P.M.
ESTIMATE: $880,000
PROJECT ENGINEER: Luca Zappiello P.E.

NO.	BIDDER'S NAME	BASE BID AMOUNT
1	E-4 Construction Inc 12935 Pomerado Rd Suite C Poway, California 92064	$857,614.20
2	Aster Construction Services 701 5th Ave San Diego, California 92101	$990,715.60
3	Palm Engineering Construction Company, 7330 Opportunity Rd Ste A San Diego, California 92111	$1,077,802.00
4	EBS General Engineering, Inc. 1345 QUARRY STREET STE 101 Corona, California 92879	$1,212,789.85
5	Just Construction, Inc. P.O. Box 2038 Bonita, California 91908	$1,273,230.80
6	Fordyce Construction, Inc. 9932 Prospect Ave #138 Santee, California 92071	$1,357,603.00

Engineering & Public Works Department

FY24 and FY25 ADA Improvements project (NON PLA PROJECT) CIP NO. 24-04
Bid Opening Date: 9/20/2024
Engineer's Estimate: $880,000

				E-4 Construction Inc		Aster Construction Services		Palm Engineering Construction Company	
Item Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
1	LS	1	Moblization	14,600	14,600	120,000	120,000	37,000	37,000
2	LS	1	Traffic Control	15,000	15,000	50,000	50,000	41,000	41,000
3	LS	1	SWPPP, Water Quality Control	7,500	7,500	10,000	10,000	30,300	30,300
				Subtotal	37,100		180,000		108,300
4th St. - NC Blvd. to I-805 Bridge									
4	SF	2750	Remove and replace PCC Sidewalk (SDRSD G-07)	9	25,300	15	41,250	21	57,750
5	EA	8	Remove and replace PCC Pedestrian Curb Ramps per SDRSD	8,950	71,600	7,000	56,000	8,800	70,400
6	LF	340	Remove and replace PCC Curb and Gutter (SDRSD G-02)	55	18,530	60	20,400	55	18,700
7	SF	810	Remove and replace PCC Cross Gutter (SDRSD G-12)	25	20,007	35	28,350	32	25,920
8	SF	2975	Remove and replace PCC Driveway	22	65,748	16	47,600	22	65,450
				Subtotal	201,185		193,600		238,220
G Ave. - N. of E 28th Ave.									
9	SF	1125	Remove and replace PCC Sidewalk (SDRSD G-07)	9	10,463	15	16,875	20	22,500
10	EA	2	Remove and replace PCC Pedestrian Curb Ramps per SDRSD	8,970	17,940	7,000	14,000	8,300	16,600
11	LF	310	Remove and replace PCC Curb and Gutter (SDRSD G-02)	55	16,895	60	18,600	55	17,050
12	SF	75	Remove and replace PCC Cross Gutter (SDRSD G-12)	25	1,875	35	2,625	32	2,400
13	SF	728	Remove and replace PCC Driveway	23	16,890	16	11,648	22	16,016
				Subtotal	64,062		63,748		74,566
J Ave. - E. 24th Ave. to E. 25 th Ave.									
14	SF	3000	Remove and replace PCC Sidewalk (SDRSD G-07)	9	27,600	15	45,000	20	60,000
15	LF	75	Remove and replace PCC Curb and Gutter (SDRSD G-02)	55	4,140	60	4,500	55	4,125
16	SF	695	Remove and replace PCC Driveway	23	16,124	35	24,325	23	15,985
				Subtotal	47,864		73,825		80,110

				E-4 Construction Inc		Aster Construction Services		Palm Engineering Construction Company	
Item Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
			I Ave. - 18th St. to 24th St.						
17	SF	4325	Remove and replace PCC Sidewalk (SDRSD G-07)	9	39,790	15	64,875	19	82,175
18	EA	17	Remove and replace PCC Pedestrian Curb Ramps per SDRSD	8,950	152,150	7,000	119,000	8,900	151,300
19	LF	310	Remove and replace PCC Curb and Gutter (SDRSD G-02)	55	16,895	60	18,600	55	17,050
20	SF	1200	Remove and replace PCC Cross Gutter (SDRSD G-12)	24	28,200	35	42,000	35	42,000
21	SF	90	Remove and replace PCC Driveway	24	2,160	16	1,440	25	2,250
				Subtotal	239,195		245,915		294,775
			Olive Ave. - 8th St. to Plaza St.						
22	SF	775	Remove and replace PCC Sidewalk (SDRSD G-07)	9	7,208	15	11,625	20	15,500
23	EA	5	Remove and replace PCC Pedestrian Curb Ramps per SDRSD+B3	8,970	44,850	7,000	35,000	8,800	44,000
24	LF	200	Remove and replace PCC Curb and Gutter (SDRSD G-02)	55	10,900	60	12,000	55	11,000
				Subtotal	62,958		58,625		70,500
			Seawind, Calle Degado, Meadow Dr						
25	SF	138	Remove and replace PCC Sidewalk (SDRSD G-07)	10	1,311	15	2,070	25	3,450
26	LF	86	Remove and replace PCC Curb and Gutter (SDRSD G-02)	55	4,747	60	5,160	75	6,450
				Subtotal	6,058		7,230		9,900
			Earle Dr. - Harbison to 16th						
27	EA	2	Remove and replace PCC Pedestrian Curb Ramps per SDRSD	8,970	17,940	7,000	14,000	8,500	17,000
28	SF	70	Remove and replace PCC Sidewalk (SDRSD G-07)	10	665	15	1,050	25	1,750
29	LF	335	Remove and replace PCC Curb and Gutter (SDRSD G-02)	55	18,258	60	20,100	50	16,750
30	SF	95	Remove and replace PCC Driveway	24	2,280	16	1,520	25	2,375
31	SF	152	Remove and replace PCC Cross Gutter (SDRSD G-12)	24	3,648	35	5,320	38	5,776
				Subtotal	42,791		41,990		43,651
			Bid Additive - E 17th St.						
32	LS	1	Mobilization	4,400	4,400	10,000	10,000	10,000	10,000
33	LS	1	Water Pollution Control	3,500	3,500	3,000	3,000	5,000	5,000
34	LS	1	Surveying	11,500	11,500	10,000	10,000	16,000	16,000
35	LS	1	Traffic Control	4,500	4,500	2,000	2,000	5,000	5,000
36	LS	1	Clearing and Grubbing	3,500	3,500	12,000	12,000	8,000	8,000
37	LF	211	6" PCC Curb	55	11,500	80	16,880	55	11,605
38	SF	803	PCC Sidewalk	9	7,468	15	12,045	18	14,454

				E-4 Construction Inc		Aster Construction Services		Palm Engineering Construction Company	
Item Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
39	SF	1683	PCC Driveway Approach	23	38,709	16	26,928	20	33,660
40	SF	10	PCC Stairway	425	4,250	100	1,000	250	2,500
41	SF	1208	Asphalt Concrete Grind, Paving and Overlay, Variable Depth	16	18,724	6	7,248	12	14,496
42	SF	5213	Slurry Seal	4	20,852	3	16,682	5	26,065
43	LS	1	Minor Utility Relocations/Adjustments	10,500	10,500	4,000	4,000	2,000	2,000
44	LS	1	Striping and Signage	17,000	17,000	4,000	4,000	9,000	9,000
				Subtotal	156,402		125,783		157,780
				Total	**857,614**		**990,716**		**1,077,802**

OWNER - CONTRACTOR AGREEMENT

FY24 AND FY25 ADA IMPROVEMENTS PROJECT – CIP 24-04

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Aster Construction Services ("Contractor"),** 1666 1/2 MaCadden Place, Los Angeles, CA 90028, on the **19th day of November, 2024,** for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS

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

13. FALSE CLAIMS

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

I have read and understood all of the provisions of this Section 13, above:

_____ (Initial) _____ (Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

_____

Ron Morrison
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney, City of National City

Contractor:
Aster Construction Services

_____
(Owner/Officer signature)

_____
Print name and title

(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

Engineering & Public Works Department

FY24 and FY25 ADA Improvements project - CIP NO. 24-04
Bid Opening Date: 9/20/2024

				Aster Construction Services	
Item Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**
1	LS	1	Moblization	$120,000.00	$120,000.00
2	LS	1	Traffic Control	$50,000.00	$50,000.00
3	LS	1	SWPPP, Water Quality Control	$10,000.00	$10,000.00
				Subtotal	$180,000.00
4th St. - NC Blvd. to I-805 Bridge					
4	SF	2750	Remove and replace PCC Sidewalk (SDRSD G-07)	$15.00	$41,250.00
5	EA	8	Remove and replace PCC Pedestrian Curb Ramps	$7,000.00	$56,000.00
6	LF	340	Remove and replace PCC Curb and Gutter (SDRSD	$60.00	$20,400.00
7	SF	810	Remove and replace PCC Cross Gutter (SDRSD G-	$35.00	$28,350.00
8	SF	2975	Remove and replace PCC Driveway	$16.00	$47,600.00
				Subtotal	$193,600.00
G Ave. - N. of E 28th Ave.					
9	SF	1125	Remove and replace PCC Sidewalk (SDRSD G-07)	$15.00	$16,875.00
10	EA	2	Remove and replace PCC Pedestrian Curb Ramps	$7,000.00	$14,000.00
11	LF	310	Remove and replace PCC Curb and Gutter (SDRSD	$60.00	$18,600.00
12	SF	75	Remove and replace PCC Cross Gutter (SDRSD G-	$35.00	$2,625.00
13	SF	728	Remove and replace PCC Driveway	$16.00	$11,648.00
				Subtotal	$63,748.00
J Ave. - E. 24th Ave. to E. 25 th Ave.					
14	SF	3000	Remove and replace PCC Sidewalk (SDRSD G-07)	$15.00	$45,000.00
15	LF	75	Remove and replace PCC Curb and Gutter (SDRSD	$60.00	$4,500.00
16	SF	695	Remove and replace PCC Driveway	$35.00	$24,325.00
				Subtotal	$73,825.00
I Ave. - 18th St. to 24th St.					
17	SF	4325	Remove and replace PCC Sidewalk (SDRSD G-07)	$15.00	$64,875.00
18	EA	17	Remove and replace PCC Pedestrian Curb Ramps	$7,000.00	$119,000.00
19	LF	310	Remove and replace PCC Curb and Gutter (SDRSD	$60.00	$18,600.00
20	SF	1200	Remove and replace PCC Cross Gutter (SDRSD G-	$35.00	$42,000.00
21	SF	90	Remove and replace PCC Driveway	$16.00	$1,440.00
				Subtotal	$245,915.00
Olive Ave. - 8th St. to Plaza St.					
22	SF	775	Remove and replace PCC Sidewalk (SDRSD G-07)	$15.00	$11,625.00

23	EA	5	Remove and replace PCC Pedestrian Curb Ramps	$7,000.00	$35,000.00
24	LF	200	Remove and replace PCC Curb and Gutter (SDRSD	$60.00	$12,000.00
				Subtotal	$58,625.00
Seawind, Calle Degado, Meadow Dr					
25	SF	138	Remove and replace PCC Sidewalk (SDRSD G-07)	$15.00	$2,070.00
26	LF	86	Remove and replace PCC Curb and Gutter (SDRSD	$60.00	$5,160.00
				Subtotal	$7,230.00
Earle Dr. - Harbison to 16th					
27	EA	2	Remove and replace PCC Pedestrian Curb Ramps	$7,000.00	$14,000.00
28	SF	70	Remove and replace PCC Sidewalk (SDRSD G-07)	$15.00	$1,050.00
29	LF	335	Remove and replace PCC Curb and Gutter (SDRSD	$60.00	$20,100.00
30	SF	95	Remove and replace PCC Driveway	$16.00	$1,520.00
31	SF	152	Remove and replace PCC Cross Gutter (SDRSD G-	$35.00	$5,320.00
				Subtotal	$41,990.00
Bid Additive - E 17th St.					
32	LS	1	Mobilization	$10,000.00	$10,000.00
33	LS	1	Water Pollution Control	$3,000.00	$3,000.00
34	LS	1	Surveying	$10,000.00	$10,000.00
35	LS	1	Traffic Control	$2,000.00	$2,000.00
36	LS	1	Clearing and Grubbing	$12,000.00	$12,000.00
37	LF	211	6" PCC Curb	$80.00	$16,880.00
38	SF	803	PCC Sidewalk	$15.00	$12,045.00
39	SF	1683	PCC Driveway Approach	$16.00	$26,928.00
40	SF	10	PCC Stairway	$100.00	$1,000.00
41	SF	1208	Asphalt Concrete Grind, Paving and Overlay, Varia	$6.00	$7,248.00
42	SF	5213	Slurry Seal	$3.20	$16,681.60
43	LS	1	Minor Utility Relocations/Adjustments	$4,000.00	$4,000.00
44	LS	1	Striping and Signage	$4,000.00	$4,000.00
				Subtotal	$125,782.60
				Total	990,715.60

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____

_____ (Notary Seal)

known to me to be _____of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2024-_____, on the **19th day of November, 2024,** has awarded **Aster Construction Services**, hereinafter designated as the "Principal", the **FY24 and FY25 ADA Improvements Project – CIP 24-04**

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Nine Hundred Ninety Thousand Seven Hundred Fifteen and 60 Cent ($990,715.60)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any

wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this_____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2024-_____, on the **19th day of November, 2024,** has awarded **Aster Construction Services**, hereinafter designated as the "Principal", the **FY24 and FY25 ADA Improvements Project – CIP 24-04**

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Nine Hundred Ninety Thousand Seven Hundred Fifteen and 60 Cent ($990,715.60)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) REJECTING ALL BIDS RECEIVED ON MAY 17, 2024 FOR THE FY24 AND FY25 ADA IMPROVEMENTS PROJECT, CIP NO. 24-04; 2) AWARDING A CONTRACT TO ASTER CONSTRUCTION SERVICES IN THE NOT-TO-EXCEED AMOUNT OF $990,716 FOR THE FY24 AND FY25 ADA IMPROVEMENTS PROJECT, CIP NO. 24-04; 3) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $148,607 FOR ANY UNFORESEEN CHANGES; AND 4) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the FY24 and FY25 ADA Improvements project, CIP No. 24-04 ("Project") will construct various concrete improvements for Americans with Disabilities Act compliance including, but not limited to, removal/disposal and replacement of sidewalk, curb and gutter, driveways, cross gutters, and curb ramps; and

WHEREAS, limits of Project work include L Ave. from 16th to 30th, E. 4th St. from Highland Ave. to the I-805 bridge, G Ave. from E. 28th Ave. north approximately 150', J Ave. from E. 24th Ave. to E. 25th Ave., I Ave. from E. 18th St. to E. 24th St., and Olive Ave. from E. 8th to E. Plaza Blvd; and

WHEREAS, the Project also includes concrete and drainage improvements at the cul-de-sac on the 1900 Block of E. 17th St; and

WHEREAS, on April 26, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on May 1st and May 3rd, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on May 17, 2024, seven (7) bids were received by the 5:00 p.m. deadline; and

WHEREAS, all bidders submitted proposals that significantly exceeded the engineer's estimate and, consequently, staff informed all bidders that the City intended to readvertise the Project, which would include adjustments to the Project scope to align the bids with the budget allocations, after which the Project would be rebid; and

WHEREAS, as a result of the excessive cost of the earlier bids, on August 19, 2024 staff re-advertised the Project on PlanetBids with a revised Project scope in order to receive bids within the budget allocations; and

WHEREAS, on September 5th and September 9th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on September 20, 2024, six (6) bids were received by the 5:00 p.m. deadline; and

WHEREAS, E-4 Construction Inc. was the apparent lowest bidder with a total base bid amount of $857,614.20 but, upon review of all documents submitted, staff rejected the bid as non-responsive due to the failure to provide a properly executed bid bond; and

WHEREAS, consequently, staff reviewed the documents submitted by the second lowest bidder, Aster Construction Services, and Aster Construction Services' bid in the total bid amount of $990,715.60 was deemed responsive, making them the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) rejecting all bids received on May 17, 2024 for the FY24 and FY25 ADA Improvements project, CIP No. 24-04; 2) awarding a contract to Aster Construction Services in the not-to-exceed amount of $990,716 for the FY24 and FY25 ADA Improvements project, CIP No. 24-04; 3) authorizing a 15% contingency in the amount of $148,607 for any unforeseen changes; and 4) authorizing the Mayor to execute the contract.

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 rejects all bids received on May 17, 2024, for the FY24 and FY25 ADA Improvements Project, CIP No. 24-04.

Section 2: That the City Council hereby authorizes the Mayor to execute the contract with Aster Construction Services in the not-to-exceed amount of $990,716 for the FY24 and FY25 ADA Improvements Project, CIP No. 24-04.

Section 3: That the City Council hereby authorizes a 15% contingency in the amount of $148,607 for any unforeseen changes.

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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering**
Prepared by: **Ricardo Rodriguez, Assistant Engineer-Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Awarding a Contract to Blok Modular Constructors, Inc. for the Las Palmas Pool Modular Buildings Project, CIP 24-18.

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Blok Modular Constructors, Inc. in the Not-to-Exceed Amount of $713,000 for the Las Palmas Pool Modular Buildings Project, CIP No. 24-18; 2) Authorizing a 15% Contingency in the Amount of $106,950 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation of $713,000 in the American Rescue Plan Act Fund for the Las Palmas Pool Modular Buildings Project."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Las Palmas Pool Modular Buildings project, CIP 24-18 will install four (4) modular buildings on the east side of Las Palmas Pool to provide new facilities to support pool operations. The buildings will include public restrooms, showers, changing areas, an administrative office and meeting room, lifeguard area, mechanical room, new snack shack, and storage areas.

On August 30, 2024, a bid solicitation for this project was posted on PlanetBids, a free public electronic bidding system for contractors.

On September 18, 2024, one (1) bid was received by the 3:00 p.m. deadline. Blok Modular Constructors, Inc. was the apparent lowest bidder with a total bid amount of $823,500.00 and a base bid of $713,000. Upon review of all documents submitted, Blok Modular Constructors, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Blok Modular Constructors, Inc. in the not-to-exceed amount of $713,000 for the base bid and authorizing a 15% contingency in the amount of $106,950 to address any unforeseen conditions that may arise.

FINANCIAL STATEMENT:
Contract Award - $713,000 (new appropriation - ARPA)
Expenditure Account No. 117-10-18-18500-7598-1171117 (Las Palmas Park Improvements)

15% Contingency - $106,950 (funds available through prior appropriations - General Fund)
Expenditure Account No. 100-10-18-18500-7598-1500100 (Facility Upgrades CIP)

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

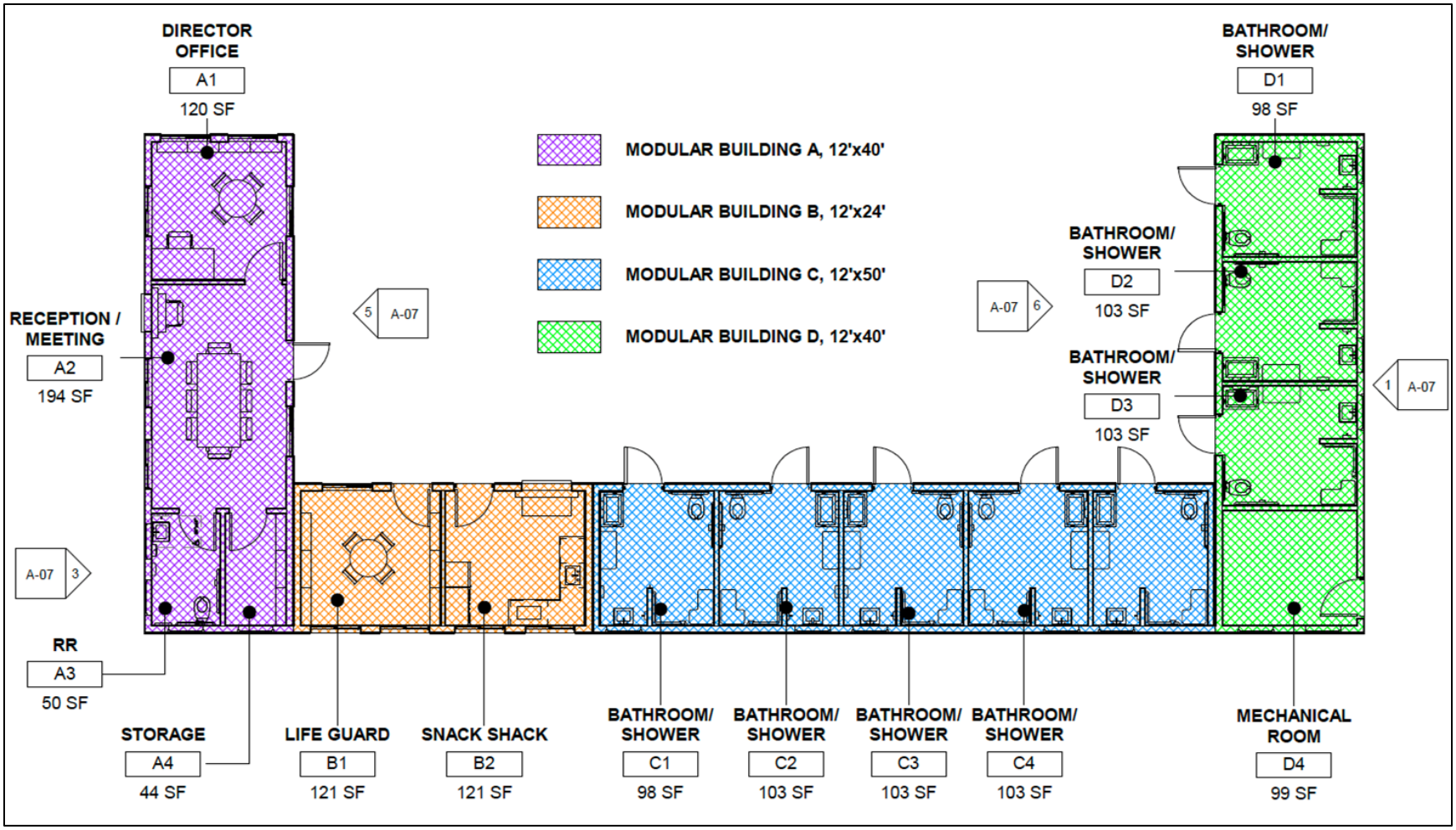
ENVIRONMENTAL REVIEW:
CEQA Notice of Exemption was filed with the County Recorder's Office on October 24, 2024.

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 Exhibits
Exhibit B – Bid Opening Summary
Exhibit C – Summary of Bid Items
Exhibit D – Owner-Contractor Agreement
Exhibit E – Resolution

Exhibit A – Location Map and Schematic Drawings


DIRECTOR OFFICE
A1
120 SF
MODULAR BUILDING A, 12'x40'
MODULAR BUILDING B, 12'x24'
MODULAR BUILDING C, 12'x50'
MODULAR BUILDING D, 12'x40'
BATHROOM/ SHOWER
D1
98 SF
BATHROOM/ SHOWER
D2
103 SF
BATHROOM/ SHOWER
D3
103 SF
RECEPTION / MEETING
A2
194 SF
5
A-07
A-07
6
1
A-07
A-07
3
RR
A3
50 SF
STORAGE
A4
44 SF
LIFE GUARD
B1
121 SF
SNACK SHACK
B2
121 SF
BATHROOM/ SHOWER
C1
98 SF
BATHROOM/ SHOWER
C2
103 SF
BATHROOM/ SHOWER
C3
103 SF
BATHROOM/ SHOWER
C4
103 SF
MECHANICAL ROOM
D4
99 SF

Level 2
13' - 0"
Level 1
0' - 0"
1 NORTH ELEVATION 1
1/8" = 1'-0"
5 NORTH ELEVATION 2
1/8" = 1'-0"
Level 2
13' - 0"
Level 1
0' - 0"
2 EAST ELEVATION
1/8" = 1'-0"
Level 2
13' - 0"
Level 1
0' - 0"
3 SOUTH ELEVATION 1
1/8" = 1'-0"
6 SOUTH ELEVATION 2
1/8" = 1'-0"
Level 2
13' - 0"
Level 1
0' - 0"
4 WEST ELEVATION
1/8" = 1'-0"
SCALE: 1/8" = 1'-0"
0
8
16

BID OPENING SUMMARY

NAME: **Las Palmas Pool Modular Buildings**
CIP NO: **24-18**
DATE: **September 18, 2024**
TIME: **3:00 P.M.**
ESTIMATE: **$800,000.00**
PROJECT ENGINEER: **Ricardo Rodriguez**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Blok Modular Constructors, Inc. 404 N. 2nd Ave., Suite C Upland, California 91786	$823,500.00	Bond

SUMMARY OF BID ITEMS
TOP ONE BID RECIEVED

NAME: Las Palmas Pool Modular Buildings
CIP NO: 24-18
DATE: September 18, 2024
TIME: 3:00 P.M.
ESTIMATE: $800,000.00
PROJECT ENGINEER: Ricardo Rodriguez

				Blok Modular Constructors, Inc.	
Item	**Description**	**Unit**	**Qty**	**Unit Price**	**Line Total**
1	Mobilization/demobilization	LS	1	$41,500.00	$41,500.00
2	Provide designs for the masonry stem wall foundations for modular buildings A, B, C and D	LS	1	$6,500.00	$6,500.00
3	Provide, deliver, install and commission Modular Building A	LS	1	$170,000.00	$170,000.00
4	Provide, deliver, install and commission Modular Building B	LS	1	$95,000.00	$95,000.00
5	Provide, deliver, install and commission Modular Building C	LS	1	$215,000.00	$215,000.00
6	Provide, deliver, install and commission Modular Building D	LS	1	$180,000.00	$180,000.00
7	Coordinate, permit and certify all utilities necessary for modular buildings A, B, C and D	LS	1	$2,500.00	$2,500.00
8	Coordinate and certify the installation of all stem wall foundations for modular buildings A, B, C and D	LS	1	$2,500.00	$2,500.00
				Subtotal	**$713,000.00**
9	Provide designs for the masonry stem wall foundations for modular building E	LS	1	$3,000.00	$3,000.00
10	Provide, deliver, install and commission Modular Building E	LS	1	$105,000.00	$105,000.00
11	Coordinate, permit and certify all utilities necessary for modular building E	LS	1	$1,500.00	$1,500.00
12	Coordinate and certify the installation of all stem wall foundations for modular buildings E	LS	1	$1,000.00	$1,000.00
				Subtotal	**$110,500.00**
				TOTAL	**$823,500.00**

OWNER - CONTRACTOR AGREEMENT

Las Palmas Pool Modular Buildings CIP 24-18

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Blok Modular Constructors, Inc. ("Contractor"),** 404 N. 2nd Ave., Suite C, Upland, California 91786 on the **19th day of November, 2024,** for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

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

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS

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

13. FALSE CLAIMS

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

I have read and understood all of the provisions of this Section 13, above:

_____ (Initial) _____ (Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

_____

Ron Morrison
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Barry Schultz
City Attorney

Contractor:
Blok Modular Constructors, Inc.

_____
(Owner/Officer signature)

_____
Print name and title

(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

Description	Unit	Quantity	Unit Price	Amount
Base Bid				
Mobilization/demobilization	LS	1	41,500.00	41,500.00
Provide designs for the masonry stem wall foundations for modular buildings A, B, C, and D	LS	1	6,500.00	6,500.00
Provide, deliver, install and commission Modular Building A	LS	1	170,000.00	170,000.00
Provide, deliver, install and commission Modular Building B	LS	1	95,000.00	95,000.00
Provide, deliver, install and commission Modular Building C	LS	1	215,000.00	215,000.00
Provide, deliver, install and commission Modular Building D	LS	1	180,000.00	180,000.00
Coordinate, permit and certify all utilities necessary for modular buildings A, B, C and D	LS	1	2,500.00	2,500.00
Coordinate and certify the installation of all stem wall foundations for modular buildings A, B, C and D	LS	1	2,500.00	2,500.00
			Base Bid Subtotal:	**713,000.00**

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____

_____ (Notary Seal)

known to me to be _____of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2024-_____, on the **19th day of November, 2024,** has awarded **Blok Modular Constructors, Inc.,** hereinafter designated as the "Principal", the **Las Palmas Pool Modular Buildings CIP 24-18**

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Eight Hundred Twenty-Three Thousand, Five Hundred ($823,500.00)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this_____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2024-_____, on the **19th day of November, 2024,** has awarded **Blok Modular Constructors, Inc.,** hereinafter designated as the "Principal", the **Las Palmas Pool Modular Buildings CIP 24-18**

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Eight Hundred Twenty-Three Thousand, Five Hundred ($823,500.00)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO BLOK MODULAR CONSTRUCTORS, INC. IN THE NOT-TO-EXCEED AMOUNT OF $713,000 FOR THE LAS PALMAS POOL MODULAR BUILDINGS PROJECT, CIP NO. 24-18; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $106,950 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 4) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF $713,000 IN THE AMERICAN RESCUE PLAN ACT FUND FOR THE LAS PALMAS POOL MODULAR BUILDINGS PROJECT.

WHEREAS, the Las Palmas Pool Modular Buildings project, CIP No. 24-18 ("Project") will install four (4) modular buildings on the east side of Las Palmas Pool to provide new facilities to support pool operations, including public restrooms, showers, changing areas, an administrative office and meeting room, lifeguard area, mechanical room, new snack shack, and storage areas; and

WHEREAS, the Project is a component of the revised American Rescue Plan Act ("ARPA") Spending Plan approved by the City Council on April 16, 2024; and

WHEREAS, on August 30, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on September 18, 2024, one (1) bid was received by the 3:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Blok Modular Constructors, Inc.'s bid in the base bid amount of $713,000 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Blok Modular Constructors, Inc. in the not-to-exceed amount of $713,000 for the base bid for the Las Palmas Pool Modular Buildings project, CIP No. 24-18; 2) authorizing a 15% contingency in the amount of $106,950 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) authorizing the establishment of an appropriation of $713,000 in the ARPA fund for the Project.

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

Section 1: That the City Council hereby authorizes the Mayor to execute the contract with Blok Modular Constructors, Inc. in the not-to-exceed amount of $713,000 for the Las Palmas Pool Modular Buildings project, CIP No. 24-18.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $106,950 for any unforeseen changes.

Section 3: That the City Council hereby authorizes the establishment of an appropriation in the amount of $713,000 in the American Rescue Plan Act Fund for the Las Palmas Pool Modular Buildings 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 19th day of November, 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: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Awarding a Contract to Dick Miller Inc. for the El Toyon Park Proposition 68 Improvements, CIP No. 22-26.

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, 1) Rejecting All Bids Received on June 13, 2024, for the El Toyon Park Proposition 68 Improvements, CIP No. 22-26; 2) Awarding a Contract to Dick Miller, Inc. in the Not-to-Exceed amount of $5,334,781 for the El Toyon Park Proposition 68 Improvements, CIP No. 22-26; 3) Authorizing a 10% Contingency in the Amount of $533,478 for any Unforeseen Changes; 4) Authorizing the Mayor to Execute the Contract; and 5) Authorizing the Establishment of an Appropriation of $822,762 in the American Rescue Plan Act Fund for the El Toyon Park Proposition 68 Improvements."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The El Toyon Park Proposition 68 Improvements, CIP No. 22-26 includes removal and replacement of the multi-purpose athletic field, sports lighting system, both basketball courts, and playground equipment; new electronic scoreboard; lighting retrofits for the basketball courts, tennis courts, and park restrooms; resurfacing and restriping of the tennis courts; new pickleball courts with fencing and lighting retrofits; new park lighting, walking paths, ADA improvements, and bicycle connections; repaving and restriping of the parking lot on the west side of the park; landscaping and drainage improvements; public safety cameras; park signage; trash receptacles and recycling containers; picnic tables, benches and shade structures.

On March 2, 2021, per City Council Resolution No. 2021-14, City Council authorized staff to submit an application for a Proposition 68 Statewide Park Development and Community Revitalization Program grant for the El Toyon Park Project, and authorized the City Manager to execute the grant agreement. The City was awarded the Proposition 68 grant in the amount of $5,632,600. On March 7, 2022, the City Manager executed Grant Agreement No. C9803043 with the State of California Department of Parks and Recreation for the Project, effective July 1, 2020.

Staff proceeded with project design based on input from the community. On February 1, 2024, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors, in accordance with the City's Project Labor Agreement (PLA). The bid solicitation was also advertised in the local newspaper.

On March 21, 2024, only one bid was received, which significantly exceeded the engineer's estimate. After reviewing all submitted documents, the bid was determined to be non-responsive and was rejected. The non-responsive bid notice was sent on April 9, 2024.

On May 16, 2024, staff re-advertised the project on PlanetBids, in accordance with the City's PLA. The bid solicitation was also advertised in the local newspaper. On June 13, 2024, two (2) bids were received by the 5:00 p.m. deadline. Both bids received significantly exceeded the engineer's estimate. Staff informed both bidders that the City was rejecting all submitted bids and would be exercising its reserved rights under the PLA to re-advertise the project as a non-PLA project.

On August 1, 2024, staff re-advertised the project as a non-PLA project on PlanetBids, in addition to the local newspaper. On September 11, 2024, eleven (11) bids were received by the 5:00 p.m. deadline. Dick Miller Inc., was the apparent lowest bidder with a total bid amount of $7,307,474.94. Upon a review of all documents submitted, Dick Miller Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

The total bid submitted by Dick Miller Inc. exceeds the available budget for the project. Consequently, staff reviewed the project scope to determine which bid items could be removed to get the project within budget. The objective was to keep the elements of the project that were of highest priority to the community. Staff then began negotiations with Dick Miller Inc. regarding the revised scope of work. Both parties ultimately reached an agreement, resulting in a total cost of $5,334,781. For details on the revised project scope, including bid items that were removed, please refer to Exhibit D.

Based on the results of contract negotiations, staff recommends awarding a contract to Dick Miller Inc. in the not-to-exceed amount of $5,334,781 and authorizing a 10% contingency in the amount of $533,478 to address any unforeseen conditions that may arise.

Construction is estimated to start in January 2025 and be completed by December 2025. Updates will be provided on the City's CIP website at: http://nationalcityprojects.com.

FINANCIAL STATEMENT:

Contract Award
$822,762 (new appropriation - ARPA Fund)
Expenditure Account No. 117-10-18-18500-7598-1177117 (El Toyon Park Improvements)

$4,512,019 (funds available through prior appropriations - State Prop 68 Grant)
Expenditure Account No. 296-10-18-18500-7598-6200296 (El Toyon Park Improvements)

10% Contingency
$533,478 (funds available through prior appropriations - General Fund)
Expenditure Account No. 100-10-18-18500-7598-1500100 (Facility Upgrades CIP)

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

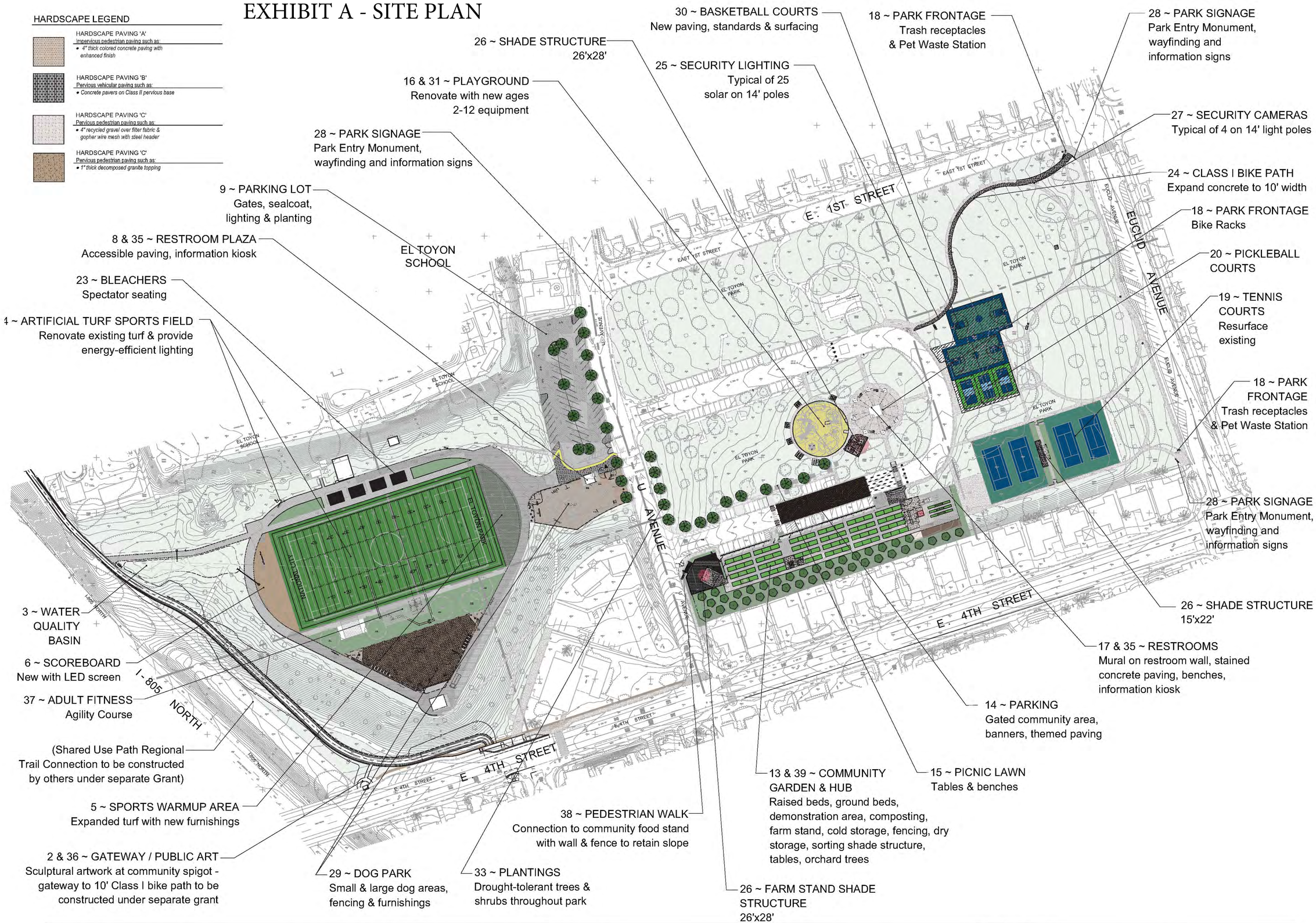
ENVIRONMENTAL REVIEW:
Notice of Exemption was filed with the County Recorder's Office on October 24, 2024

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 Site Plan
Exhibit B – Bid Opening Summary
Exhibit C – Three Lowest Bidders Summary
Exhibit D – Revised Project Scope
Exhibit E – Contract Agreement
Exhibit F – Resolution

EXHIBIT A - SITE PLAN



El Toyon Park

SCHEMATIC LANDSCAPE PLAN

National City, CA | 15 November 2023

NLA

L-1

BID OPENING SUMMARY

NAME: El Toyon Park Proposition 68 Improvement
CIP NO: 22-26
DATE: September 11, 2024
TIME: 5:00 P.M.
ESTIMATE: $4,300,000
PROJECT ENGINEER: Luca Zappiello P.E.

NO.	BIDDER'S NAME	BASE BID AMOUNT
1	Dick Miller Inc. 930 Boardwalk Suite H San Marcos, California 92078	$7,307,474.94
2	3-D Enterprises, Inc. 3665 Ruffin Road Suite 103 San Diego, California 92123	$7,426,000.00
3	RAL Investment Corporation 10065 Old Grove Road Suite 200 San Diego, California 92131	$ 7,503,280.00
4	HSCC, Inc. 12101 Lakeside Ave Lakeside, California 92040	$7,563.543.02
5	Western Rim Constructors, Inc. 621 S. Andreasen Drive, Suite B Escondido CA 92029	$7,586,000.00
6	Fordyce Construction, Inc. 9932 Prospect Ave #138 Santee, California 92071	$7,667,582.50
7	SWCS, Inc. 11653 Riverside Dr. Ste. 153 Lakeside, California 92040	$7,750,000.91
8	Armstrong Cal Builders Inc. PO Box 249 Stanton, California 90680	$7,767,713.25
9	LB Civil Construction, Inc. 324 E. Valley Pkwy Escondido, California 92025	$8,496,325.00
10	Aster Construction Services 1666 1/2 MaCadden Place Los Angeles, California 90028	$8,583,707.45
11	De La Fuente Construction, Inc 22W 35th Street Suite 207 National City, California 91950	$8,835,000.18

Engineering & Public Works Department

El Toyon Park Proposition 68 Improvements (NON PLA PROJECT)
Bid Opening Date: 9/11/2024
Exhibit C – Three Lowest Bidders Summary

				Dick Miller Inc. 930 Boardwalk San Marcos, California 92078		3-D Enterprises, Inc. 3665 Ruffin Road San Diego, California 92123		RAL Investment Corporation 10065 Old Grove San Diego, 92131	
Item No	**Unit**	**Amount**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
1	LS	1	Mobilization	$360,000	$360,000	$350,000	$350,000	$245,176	$245,176
2	LS	1	Surveying and Construction Staking/Layout	$38,500	$38,500	$80,000	$80,000	$34,118	$34,118
3	LS	1	Traffic Control and Pedestrian Control	$64,353	$64,353	$60,000	$60,000	$43,124	$43,124
4	LS	1	Clearing and Grubbing	$309,600	$309,600	$420,000	$420,000	$276,470	$276,470
5	LS	1	Water Pollution Control	$62,376	$62,376	$25,000	$25,000	$26,764	$26,764
6	LS	1	Unclassified Excavation/Grading	$68,761	$68,761	$80,000	$80,000	$91,519	$91,519
				Subtotal	$903,590		$1,015,000		$717,171
Sports Field & Lighting/Sports WarmUp Area									
7	LS	1	Sports Field Expansion	$31,507	$31,507	$42,000	$42,000	$25,903	$25,903
8	EA	2	Remove/install new goal posts	$29,414	$58,828	$26,000	$52,000	$24,891	$49,782
9	LS	1	Stripe artificial turf	$67,200	$67,200	$56,000	$56,000	$8,874	$8,874
10	LS	1	Remove/Install artificial turf over existing base + expansion area	$636,817	$636,817	$757,386	$757,386	$663,778	$663,778
11	LS	1	Grading (remove 4"-6" soil in field expansion area)	$16,814	$16,814	$25,000	$25,000	$52,962	$52,962
12	LS	1	12" flat drains in field expansion area base	$4,000	$4,000	$5,000	$5,000	$5,996	$5,996
13	LS	1	15 mil pvc liner in field expansion area	$4,000	$4,000	$5,300	$5,300	$6,893	$6,893
14	SF	26777	1" thinlay asphalt overlay	$1	$36,952	$2	$53,554	$2	$53,554
15	SF	24470	Construct 3" AC on 6" CL2 base around football field	$5	$112,073	$6	$146,820	$9	$220,230
16	LF	400	Construct Type "A" Asphalt Dike	$44	$17,500	$50	$20,000	$23	$9,200
17	EA	4	Purchase & Install aluminum bleachers (ten row)	$37,100	$148,400	$38,000	$152,000	$41,345	$165,380
18	EA	4	Remove/Replace existing ball field lighting on existing poles	$71,720	$286,880	$90,000	$360,000	$78,078	$312,312
19	LF	200	1" conduit with scoreboard power	$102	$20,460	$50	$10,000	$110	$22,000
20	LS	1	Misc. Electrical	$220,000	$220,000	$230,000	$230,000	$238,872	$238,872
21	EA	1	Scoreboard power connection 240v, single phase	$31,020	$31,020	$9,000	$9,000	$33,720	$33,720

				Dick Miller Inc. 930 Boardwalk San Marcos, California 92078		3-D Enterprises, Inc. 3665 Ruffin Road San Diego, California 92123		RAL Investment Corporation 10065 Old Grove San Diego, 92131	
Item No	**Unit**	**Amount**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
22	LF	200	1" conduit with communications conductors	$36	$7,260	$40	$8,000	$39	$7,800
23	LS	1	Tree & Shrub Irrigation	$55,000	$55,000	$14,000	$14,000	$14,990	$14,990
24	EA	2	Tree, 36" box	$2,000	$4,000	$1,500	$3,000	$1,439	$2,878
25	EA	109	Shrub, 5 gallon	$55	$5,995	$40	$4,360	$48	$5,232
26	EA	270	Shrub, 1 gallon	$22	$5,940	$15	$4,050	$14	$3,780
27	SF	7700	Color Seal AC paving	$2	$18,634	$3	$23,100	$3	$23,100
28	EA	1	Electronic Scoreboard, Support, Frame & Installation	$161,000	$161,000	$136,000	$136,000	$154,485	$154,485
				Subtotal	$1,950,280		$2,116,570		$2,081,721
Restroom Plaza/Parking Lot									
29	LS	1	Fine grade subgrade for paving	$25,178	$25,178	$25,000	$25,000	$25,375	$25,375
30	LS	1	Adjust existing drains to new finish grade	$16,502	$16,502	$16,000	$16,000	$26,383	$26,383
31	LF	141	Construct concrete header	$47	$6,592	$25	$3,525	$74	$10,434
32	EA	11	Provide/install concrete bollards	$1,916	$21,076	$1,200	$13,200	$968	$10,648
33	SF	449	Construct concrete detectable warning tiles	$86	$38,614	$70	$31,430	$24	$10,776
34	SF	2619	Construct 6" PCC paving with medium broom finish	$16	$41,904	$30	$78,570	$28	$73,332
35	LF	264	Construct Concrete 6" Curb Only	$67	$17,688	$40	$10,560	$109	$28,776
36	LS	1	Remove/Replace AC for irrigation trench sleeves	$38,500	$38,500	$40,000	$40,000	$26,088	$26,088
37	SF	25930	1" thinlay asphalt overlay	$1	$36,302	$2	$51,860	$3	$77,790
38	LS	1	Parking lot Signage, Striping and Misc.	$14,960	$14,960	$30,000	$30,000	$7,195	$7,195
39	LS	1	Irrigation	$41,200	$41,200	$35,000	$35,000	$34,297	$34,297
40	EA	6	Tree, 36" box with root barrier	$4,000	$24,000	$1,600	$9,600	$1,799	$10,794
41	EA	6	Tree, 24" box with root barrier	$3,000	$18,000	$1,000	$6,000	$959	$5,754
42	SF	2620	Groundcover	$16	$41,920	$3	$7,860	$4	$10,480
43	LS	1	Lighting Retrofit	$50,820	$50,820	$50,000	$50,000	$55,291	$55,291
				Subtotal	$433,256		$408,605		$413,413
Community Garden/Farmers Market Misc. Planting									
44	CY	598	Strip, stockpile & respread top 6" of existing topsoil	$66	$39,468	$40	$23,920	$72	$43,056
45	LF	43	Construct concrete driveway	$274	$11,782	$150	$6,450	$315	$13,545
46	SF	1763	Construct 4" PCC paving with broom finish	$16	$28,208	$20	$35,260	$23	$40,549
47	SF	2459	Construct 6" PCC paving with medium broom finish	$18	$44,262	$30	$73,770	$30	$73,770
48	LS	1	Construct 26x45 shade structure	$62,700	$62,700	$52,000	$52,000	$92,721	$92,721
49	EA	3	Construct 10x10 wood shed on concrete slab	$10,652	$31,956	$7,500	$22,500	$9,018	$27,054
50	LF	161	Construct 6' black chain link fence	$148	$23,828	$160	$25,760	$144	$23,184

				Dick Miller Inc. 930 Boardwalk San Marcos, California 92078		3-D Enterprises, Inc. 3665 Ruffin Road San Diego, California 92123		RAL Investment Corporation 10065 Old Grove San Diego, 92131	
Item No	**Unit**	**Amount**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
51	EA	2	Construct 6' black chain link gates	$3,531	$7,062	$2,000	$4,000	$2,998	$5,996
52	SF	32292	Install gopher wire/weed barrier	$1	$38,750	$1	$32,292	$1	$32,292
53	SF	24912	Install 3/4" + 3/8" crushed recycled concrete path, 4" deep	$2	$43,845	$2	$49,824	$2	$49,824
54	LF	3892	Construct 4x4 recycled plastic edging	$20	$77,840	$20	$77,840	$26	$101,192
55	SF	2999	Construct pervious pavers Incl. sub-base & header	$35	$104,425	$20	$59,980	$28	$83,972
56	LS	1	Irrigation	$55,000	$55,000	$50,000	$50,000	$50,967	$50,967
57	EA	27	Garden Hose bibs	$377	$10,179	$400	$10,800	$360	$9,720
58	LS	1	Amended Raised Planter Bed soil	$30,800	$30,800	$26,000	$26,000	$28,241	$28,241
59	EA	1	36" Box Trees	$2,200	$2,200	$1,500	$1,500	$1,439	$1,439
60	EA	15	24" Box Trees	$1,500	$22,500	$900	$13,500	$660	$9,900
61	EA	43	Fruit tree planting (15 gal)	$550	$23,650	$300	$12,900	$300	$12,900
62	EA	69	5 gallon shrub planting	$55	$3,795	$40	$2,760	$48	$3,312
63	EA	128	1 gallon shrub planting	$22	$2,816	$15	$1,920	$14	$1,792
64	SF	20967	Hydroseed	$1	$11,532	$1	$20,967	$1	$20,967
65	LF	120	Construct 3' retaining wall	$279	$33,480	$250	$30,000	$679	$81,480
66	SF	140	Construct concrete steps & handrails	$200	$28,000	$240	$33,600	$208	$29,120
				Subtotal	$738,079		$667,543		$836,993
Farmers Market Parking									
67	LS	1	Extend existing irrigation	$8,800	$8,800	$6,000	$6,000	$5,756	$5,756
68	EA	1	36" Box Parking Lot Trees	$2,200	$2,200	$1,500	$1,500	$1,439	$1,439
69	EA	10	5 gallon shrub planting	$22	$220	$40	$400	$48	$480
				Subtotal	$11,220		$7,900		$7,675
Playground/Tot Lot/Restrooms									
70	SF	600	Construct 4" PCC paving with broom finish	$16	$9,600	$20	$12,000	$29	$17,400
71	LS	1	Modify existing irrigation	$8,800	$8,800	$6,000	$6,000	$6,836	$6,836
72	LS	1	Repair turf/sod	$8,800	$8,800	$6,000	$6,000	$6,596	$6,596
73	LS	1	Provide/install play equipment	$425,000	$425,000	$325,000	$325,000	$303,399	$303,399
74	LS	1	Provide/install 12" deep 'Fibar' engineered wood tot lot surfacing	$30,800	$30,800	$25,000	$25,000	$33,789	$33,789
75	LS	1	Install subdrainage rock	$45,667	$45,667	$26,000	$26,000	$20,243	$20,243
76	SF	1192	Construct 4" PCC paving with broom finish @ tot lot	$16	$19,072	$20	$23,840	$26	$30,992
77	LS	1	Powerwash restroom and plaza	$8,250	$8,250	$5,000	$5,000	$11,422	$11,422
78	SF	1320	Concrete sawcut/stain/seal plaza	$12	$15,180	$10	$13,200	$30	$39,600
79	EA	4	Provide/install benches	$5,800	$23,200	$2,500	$10,000	$2,878	$11,512
80	EA	8	Provide/Install Picnic Tables	$6,800	$54,400	$3,500	$28,000	$5,870	$46,960
81	LS	1	Picnic Shade Structure	$52,800	$52,800	$60,000	$60,000	$58,084	$58,084
82	EA	2	Purchase/install bike racks	$3,022	$6,044	$2,000	$4,000	$3,480	$6,960

				Dick Miller Inc. 930 Boardwalk San Marcos, California 92078		3-D Enterprises, Inc. 3665 Ruffin Road San Diego, California 92123		RAL Investment Corporation 10065 Old Grove San Diego, 92131	
Item No	**Unit**	**Amount**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
				Subtotal	$707,613		$544,040		$593,793
Park Frontage									
83	EA	3	Purchase/install recycle containers	$2,800	$8,400	$3,000	$9,000	$4,136	$12,408
84	EA	3	Purchase/install trash receptacles	$2,700	$8,100	$3,000	$9,000	$4,136	$12,408
85	EA	4	Purchase/install pet waste stations	$1,514	$6,056	$1,200	$4,800	$3,269	$13,076
86	EA	3	Provide/install benches	$2,800	$8,400	$4,000	$12,000	$4,808	$14,424
				Subtotal	$30,956		$34,800		$52,316
Tennis Courts									
87	LS	1	Repair existing cracks and grind smooth as needed	$24,200	$24,200	$15,000	$15,000	$4,197	$4,197
88	LS	1	Resurface/restripe Tennis Courts	$50,600	$50,600	$60,000	$60,000	$71,051	$71,051
89	EA	6	Tennis Courts Lighting retrofit	$5,819	$34,914	$6,000	$36,000	$6,338	$38,028
90	LS	1	Construct Shade structure @ tennis	$64,320	$64,320	$50,000	$50,000	$67,367	$67,367
91	EA	1	Purchase & Install aluminum bleachers @ tennis (five row)	$23,930	$23,930	$12,000	$12,000	$77,693	$77,693
92	LS	1	Construct 12' high chain link fence and gates @ tennis	$28,308	$28,308	$85,000	$85,000	$29,980	$29,980
93	LS	1	Construct 4' high chain link fence with fabric @ Tennis Court	$6,545	$6,545	$30,000	$30,000	$5,996	$5,996
94	LS	1	Modify existing irrigation	$7,150	$7,150	$6,000	$6,000	$6,776	$6,776
95	LS	1	Repair turf/sod	$7,150	$7,150	$6,000	$6,000	$6,596	$6,596
				Subtotal	$247,117		$300,000		$307,684
Pickleball Courts									
96	LS	1	Construct Pickleball Courts Complete	$137,050	$137,050	$150,000	$150,000	$133,390	$133,390
97	EA	3	Install Pickleball nets	$3,915	$11,745	$2,500	$7,500	$3,130	$9,390
98	LS	1	Fencing and Gates	$93,060	$93,060	$26,000	$26,000	$78,428	$78,428
99	LS	1	Lighting retrofit	$82,500	$82,500	$85,000	$85,000	$89,827	$89,827
				Subtotal	$324,355		$268,500		$311,035
Basketball Court									
100	LS	1	Construct Basketball Courts Paving Complete	$274,210	$274,210	$250,000	$250,000	$289,442	$289,442
101	EA	4	Basketball Goal, Post, Nets & Pads	$10,300	$41,200	$10,000	$40,000	$14,628	$58,512
102	LS	1	12' Chain Link Fence	$21,120	$21,120	$40,000	$40,000	$55,464	$55,464
103	LS	1	Basketball Lighting Retrofit	$76,560	$76,560	$100,000	$100,000	$83,406	$83,406
				Subtotal	$413,090		$430,000		$486,824
Class I Bike Path Connector									
104	SF	3147	Construct concrete paving with broom finish	$16	$50,981	$20	$62,940	$28	$88,116
105	LS	1	Modify existing irrigation	$6,500	$6,500	$5,000	$5,000	$4,917	$4,917
106	LS	1	Repair sod	$4,500	$4,500	$4,000	$4,000	$3,118	$3,118
				Subtotal	$61,981		$71,940		$96,151

				Dick Miller Inc. 930 Boardwalk San Marcos, California 92078		3-D Enterprises, Inc. 3665 Ruffin Road San Diego, California 92123		RAL Investment Corporation 10065 Old Grove San Diego, 92131	
Item No	**Unit**	**Amount**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
Security Lighting									
107	EA	25	Purchase & Install Solar lights and footings	$8,140	$203,500	$10,500	$262,500	$11,447	$286,175
				Subtotal	$203,500		$262,500		$286,175
Security Cameras									
108	EA	4	Purchase & Install Security Cameras on Light Poles	$6,840	$27,360	$8,000	$32,000	$3,598	$14,392
				Subtotal	$27,360		$32,000		$14,392
Park Signage									
109	EA	2	Construct Park Identification Monument signs	$26,000	$52,000	$25,000	$50,000	$24,991	$49,982
110	LS	1	Provide and Install miscellaneous park signage	$6,000	$6,000	$7,000	$7,000	$8,343	$8,343
				Subtotal	$58,000		$57,000		$58,325
Dog Park									
111	EA	5	Tree Protection (drain mat trunk wrap)	$480	$2,400	$400	$2,000	$480	$2,400
112	LS	1	Adjust existing drains to new finish grade	$3,200	$3,200	$4,000	$4,000	$5,396	$5,396
113	SF	1746	DG paving, 4" deep stabilized with steel header	$9	$15,504	$5	$8,730	$7	$12,222
114	SF	11971	DG turf topping, 1" deep non-stabilized, drag screen	$2	$23,942	$2	$23,942	$3	$35,913
115	LF	20	12" wide concrete 'wedge' transition from existing concrete to DG paving	$98	$1,960	$100	$2,000	$161	$3,220
116	EA	2	4' wide x 6' high chain link gate	$3,531	$7,062	$3,000	$6,000	$1,799	$3,598
117	EA	4	4' wide x 4' high chain link gate	$2,714	$10,856	$2,400	$9,600	$1,799	$7,196
118	LF	92	6' high chan link fence & posts @ 10' o.c.	$332	$30,562	$160	$14,720	$180	$16,560
119	LF	295	4' high chain link fence & post @ 10' o.c.	$157	$46,404	$170	$50,150	$144	$42,480
120	EA	2	10' wide x 6' high chain link maintenance gate	$5,445	$10,890	$2,400	$4,800	$4,797	$9,594
121	EA	12	Construct corrugated panels	$3,500	$42,000	$4,000	$48,000	$4,733	$56,796
122	LS	1	Install Drinking fountain	$16,660	$16,660	$12,000	$12,000	$14,091	$14,091
123	EA	4	Trash receptacles	$2,962	$11,848	$3,200	$12,800	$1,570	$6,280
124	EA	1	Square Bench	$6,140	$6,140	$8,000	$8,000	$16,438	$16,438
125	EA	1	Round Bench	$5,827	$5,827	$8,000	$8,000	$9,954	$9,954
126	EA	3	Bench with back	$3,684	$11,052	$5,000	$15,000	$2,099	$6,297
127	EA	4	Pet waste station	$1,382	$5,528	$1,200	$4,800	$1,204	$4,816
128	EA	6	Install relocated Boulders	$458	$2,748	$200	$1,200	$144	$864
129	LS	1	Modify existing irrigation	$8,500	$8,500	$8,000	$8,000	$8,155	$8,155
130	LS	1	Repair turf/sod	$10,600	$10,600	$10,000	$10,000	$11,393	$11,393
131	EA	1	Smart Irrigation controller at small dog park	$12,000	$12,000	$11,000	$11,000	$10,553	$10,553
				Subtotal	$285,683		$264,742		$284,216
Misc Park Features									

				Dick Miller Inc. 930 Boardwalk San Marcos, California 92078		3-D Enterprises, Inc. 3665 Ruffin Road San Diego, California 92123		RAL Investment Corporation 10065 Old Grove San Diego, 92131	
Item No	**Unit**	**Amount**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
132	EA	1	Purchase and install information kiosk	$25,836	$25,836	$30,000	$30,000	$30,986	$30,986
133	EA	1	Install Adult Ability Course & Equipment	$8,000	$8,000	$10,000	$10,000	$10,193	$10,193
134	EA	1	Install Salvaged Bench on new pad	$2,250	$2,250	$8,000	$8,000	$1,226	$1,226
135	EA	1	Install Salvaged Picnic Table on new pad	$2,250	$2,250	$8,000	$8,000	$2,151	$2,151
136	EA	1	Install Salvaged Trash Receptacle on new pad	$1,100	$1,100	$8,000	$8,000	$1,226	$1,226
137	LS	1	90 Day Landscape Maintenance	$6,000	$6,000	$6,000	$6,000	$5,396	$5,396
				Subtotal	$45,436		$70,000		$51,178
BID ALTERNATES 1									
138	LS	1	Remove and replace existing chain link fence at "U" Ave. & existing tot lot frontage	$36,570	$36,570	$35,000	$35,000	$58,963	$58,963
				Subtotal	$36,570		$35,000		$58,963
BID ALTERNATES 2 - Farmers Market Area									
139	EA	1	Purchase 5x10 refrigerated trailer	$34,776	$34,776	$30,000	$30,000	$39,309	$39,309
140	EA	1	Purchase and assemble 8x12 greenhouse	$11,902	$11,902	$15,000	$15,000	$7,134	$7,134
141	EA	1	Install 8x40 shipping container	$12,500	$12,500	$6,000	$6,000	$6,739	$6,739
142	EA	1	Modify shade structure to securable produce stand	$24,750	$24,750	$24,000	$24,000	$33,035	$33,035
143	EA	3	Construct washing/sorting tables	$2,600	$7,800	$7,000	$21,000	$9,266	$27,798
144	EA	1	Composting Bin	$525	$525	$2,000	$2,000	$2,527	$2,527
145	LS	1	Lighting & electrical & Farmers Market	$29,700	$29,700	$12,000	$12,000	$30,281	$30,281
146	EA	31	Construct "feather" banners	$200	$6,200	$160	$4,960	$154	$4,774
				Subtotal	$128,153		$114,960		$151,597
BID ALTERNATES 3 - Farmers Market Parking Lot Area									
147	LS	1	Parking Lot Signage and Striping @ Famers Market	$33,440	$33,440	$15,000	$15,000	$28,078	$28,078
148	LS	1	Sealcoat AC paving @ Farmers Market	$7,821	$7,821	$116,000	$116,000	$5,316	$5,316
149	LS	1	Patch & Seal Cracks @ Farmers Market	$6,600	$6,600	$10,000	$10,000	$31,893	$31,893
150	EA	118	Purchase & Install elastomeric markings @ Farmers Market	$120	$14,160	$50	$5,900	$24	$2,832
				Subtotal	$62,021		$146,900		$68,119
BID ALTERNATES 4									
151	EA	2	Dog agility equipment	$11,580	$23,160	$9,000	$18,000	$11,968	$23,936
				Subtotal	$23,160		$18,000		$23,936
BID ALTERNATES 5									
152	LS	1	Provide new MUSCO Sports Lighting Including Removal and Replacement	$616,055	$616,055	$560,000	$560,000	$601,603	$601,603

				Dick Miller Inc. 930 Boardwalk San Marcos, California 92078		3-D Enterprises, Inc. 3665 Ruffin Road San Diego, California 92123		RAL Investment Corporation 10065 Old Grove San Diego, 92131	
Item No	**Unit**	**Amount**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
				Subtotal	$616,055		$560,000		$601,603
				Total	**$7,307,475**		**$7,426,000**		**$7,503,280**

Exhibit D – Revised Project Scope

Engineering & Public Works Department

Line Totals (Unit Price * Quantity)					Dick Miller Inc.		
Item Num	**Section**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Line Total**	**Credit for Scope Reduction**
1	General	Mobilization	LS	1	$360,000.00	$360,000.00	-$40,000.00
2	General	Surveying and Construction Staking/Layout	LS	1	$38,500.00	$38,500.00	
3	General	Traffic Control and Pedestrian Control	LS	1	$64,353.00	$64,353.00	-$10,000.00
4	General - Move Portion of work	Clearing and Grubbing - PORTION	LS	1	$309,600.00	$309,600.00	-$33,209.10
5	General	Water Pollution Control	LS	1	$62,376.00	$62,376.00	-$7,200.00
6	General	Unclassified Excavation/Grading	LS	1	$68,761.00	$68,761.00	
				Subtotal		$903,590.00	
7	Sports Field & Lighting/Sports WarmUp Area	Sports Field Expansion	LS	1	$31,507.00	$31,507.00	
8	Sports Field & Lighting/Sports WarmUp Area	Remove/install new goal posts	EA	2	$29,414.00	$58,828.00	
9	Sports Field & Lighting/Sports WarmUp Area	Stripe artificial turf	LS	1	$67,200.00	$67,200.00	
10	Sports Field & Lighting/Sports WarmUp Area	Remove/Install artificial turf over existing base + expansion area	LS	1	$636,817.00	$636,817.00	
11	Sports Field & Lighting/Sports WarmUp Area	Grading (remove 4"-6" soil in field expansion area)	LS	1	$16,814.00	$16,814.00	
12	Sports Field & Lighting/Sports WarmUp Area	12" flat drains in field expansion area base	LS	1	$4,000.00	$4,000.00	
13	Sports Field & Lighting/Sports WarmUp Area	15 mil pvc liner in field expansion area	LS	1	$4,000.00	$4,000.00	
14	Sports Field & Lighting/Sports WarmUp Area	1" thinlay asphalt overlay	SF	26777	$1.38	$36,952.26	$18,476.13
15	Sports Field & Lighting/Sports WarmUp Area	Construct 3" AC on 6" CL2 base around football field	SF	24470	$4.58	$112,072.60	$75,221.92
16	Sports Field & Lighting/Sports WarmUp Area	Construct Type "A" Asphalt Dike	LF	400	$43.75	$17,500.00	$17,500.00
17	Sports Field & Lighting/Sports WarmUp Area	Purchase & Install aluminum bleachers (ten row)	EA	4	$37,100.00	$148,400.00	
18	Sports Field & Lighting/Sports WarmUp Area	Remove/Replace existing ball field lighting on existing poles	EA	4	$71,720.00	$286,880.00	$286,880.00
19	Sports Field & Lighting/Sports WarmUp Area	1" conduit with scoreboard power	LF	200	$102.30	$20,460.00	
20	Sports Field & Lighting/Sports WarmUp Area	Misc. Electrical	LS	1	$220,000.00	$220,000.00	
21	Sports Field & Lighting/Sports WarmUp Area	Scoreboard power connection 240v, single phase	EA	1	$31,020.00	$31,020.00	
22	Sports Field & Lighting/Sports WarmUp Area	1" conduit with communications conductors	LF	200	$36.30	$7,260.00	
23	Sports Field & Lighting/Sports WarmUp Area	Tree & Shrub Irrigation	LS	1	$55,000.00	$55,000.00	$55,000.00
24	Sports Field & Lighting/Sports WarmUp Area	Tree, 36" box	EA	2	$2,000.00	$4,000.00	$4,000.00
25	Sports Field & Lighting/Sports WarmUp Area	Shrub, 5 gallon	EA	109	$55.00	$5,995.00	$5,995.00
26	Sports Field & Lighting/Sports WarmUp Area	Shrub, 1 gallon	EA	270	$22.00	$5,940.00	$5,940.00
27	Sports Field & Lighting/Sports WarmUp Area	Color Seal AC paving	SF	7700	$2.42	$18,634.00	

Line Totals (Unit Price * Quantity)					Dick Miller Inc.		
Item Num	**Section**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Line Total**	**Credit for Scope Reduction**
28	Sports Field & Lighting/Sports WarmUp Area	Electronic Scoreboard, Support, Frame & Installation	EA	1	$161,000.00	$161,000.00	
				Subtotal		$1,950,279.86	
29	Restroom Plaza/Parking Lot	Fine grade subgrade for paving	LS	1	$25,178.00	$25,178.00	
30	Restroom Plaza/Parking Lot	Adjust existing drains to new finish grade	LS	1	$16,502.00	$16,502.00	
31	Restroom Plaza/Parking Lot	Construct concrete header	LF	141	$46.75	$6,591.75	
32	Restroom Plaza/Parking Lot	Provide/install concrete bollards	EA	11	$1,916.00	$21,076.00	
33	Restroom Plaza/Parking Lot	Construct concrete detectable warning tiles	SF	449	$86.00	$38,614.00	
34	Restroom Plaza/Parking Lot	Construct 6" PCC paving with medium broom finish	SF	2619	$16.00	$41,904.00	
35	Restroom Plaza/Parking Lot	Construct Concrete 6" Curb Only	LF	264	$67.00	$17,688.00	
36	Restroom Plaza/Parking Lot	Remove/Replace AC for irrigation trench sleeves	LS	1	$38,500.00	$38,500.00	
37	Restroom Plaza/Parking Lot	1" thinlay asphalt overlay	SF	25930	$1.40	$36,302.00	
38	Restroom Plaza/Parking Lot	Parking lot Signage, Striping and Misc.	LS	1	$14,960.00	$14,960.00	
39	Restroom Plaza/Parking Lot	Irrigation	LS	1	$41,200.00	$41,200.00	
40	Restroom Plaza/Parking Lot	Tree, 36" box with root barrier	EA	6	$4,000.00	$24,000.00	
41	Restroom Plaza/Parking Lot	Tree, 24" box with root barrier	EA	6	$3,000.00	$18,000.00	
42	Restroom Plaza/Parking Lot	Groundcover	SF	2620	$16.00	$41,920.00	
43	Restroom Plaza/Parking Lot	Lighting Retrofit	LS	1	$50,820.00	$50,820.00	
				Subtotal		$433,255.75	
44	Community Garden/Farmers Market Misc. Planting	Strip, stockpile & respread top 6" of existing topsoil	CY	598	$66.00	$39,468.00	$39,468.00
45	Community Garden/Farmers Market Misc. Planting	Construct concrete driveway	LF	43	$274.00	$11,782.00	$11,782.00
46	Community Garden/Farmers Market Misc. Planting	Construct 4" PCC paving with broom finish	SF	1763	$16.00	$28,208.00	$28,208.00
47	Community Garden/Farmers Market Misc. Planting	Construct 6" PCC paving with medium broom finish	SF	2459	$18.00	$44,262.00	$44,262.00
48	Community Garden/Farmers Market Misc. Planting	Construct 26x45 shade structure	LS	1	$62,700.00	$62,700.00	$62,700.00
49	Community Garden/Farmers Market Misc. Planting	Construct 10x10 wood shed on concrete slab	EA	3	$10,652.00	$31,956.00	$31,956.00
50	Community Garden/Farmers Market Misc. Planting	Construct 6' black chain link fence	LF	161	$148.00	$23,828.00	$23,828.00
51	Community Garden/Farmers Market Misc. Planting	Construct 6' black chain link gates	EA	2	$3,531.00	$7,062.00	$7,062.00
52	Community Garden/Farmers Market Misc. Planting	Install gopher wire/weed barrier	SF	32292	$1.20	$38,750.40	$38,750.40
53	Community Garden/Farmers Market Misc. Planting	Install 3/4" + 3/8" crushed recycled concrete path, 4" deep	SF	24912	$1.76	$43,845.12	$43,845.12
54	Community Garden/Farmers Market Misc. Planting	Construct 4x4 recycled plastic edging	LF	3892	$20.00	$77,840.00	$77,840.00
55	Community Garden/Farmers Market Misc. Planting	Construct pervious pavers Incl. sub-base & header	SF	2999	$34.82	$104,425.18	$104,425.18
56	Community Garden/Farmers Market Misc. Planting	Irrigation	LS	1	$55,000.00	$55,000.00	$55,000.00
57	Community Garden/Farmers Market Misc. Planting	Garden Hose bibs	EA	27	$377.00	$10,179.00	$10,179.00
58	Community Garden/Farmers Market Misc. Planting	Amended Raised Planter Bed soil	LS	1	$30,800.00	$30,800.00	$30,800.00
59	Community Garden/Farmers Market Misc. Planting	36" Box Trees	EA	1	$2,200.00	$2,200.00	$2,200.00
60	Community Garden/Farmers Market Misc. Planting	24" Box Trees	EA	15	$1,500.00	$22,500.00	$22,500.00
61	Community Garden/Farmers Market Misc. Planting	Fruit tree planting (15 gal)	EA	43	$550.00	$23,650.00	$23,650.00
62	Community Garden/Farmers Market Misc. Planting	5 gallon shrub planting	EA	69	$55.00	$3,795.00	$3,795.00
63	Community Garden/Farmers Market Misc. Planting	1 gallon shrub planting	EA	128	$22.00	$2,816.00	$2,816.00
64	Community Garden/Farmers Market Misc. Planting	Hydroseed	SF	20967	$0.55	$11,531.85	$11,531.85

Line Totals (Unit Price * Quantity)					Dick Miller Inc.		
Item Num	**Section**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Line Total**	**Credit for Scope Reduction**
65	Community Garden/Farmers Market Misc. Planting	Construct 3' retaining wall	LF	120	$279.00	$33,480.00	$33,480.00
66	Community Garden/Farmers Market Misc. Planting	Construct concrete steps & handrails	SF	140	$200.00	$28,000.00	$28,000.00
				Subtotal		$738,078.55	
67	Farmers Market Parking	Extend existing irrigation	LS	1	$8,800.00	$8,800.00	$8,800.00
68	Farmers Market Parking	36" Box Parking Lot Trees	EA	1	$2,200.00	$2,200.00	$2,200.00
69	Farmers Market Parking	5 gallon shrub planting	EA	10	$22.00	$220.00	$220.00
				Subtotal		$11,220.00	
70	Playground/Tot Lot/Restrooms	Construct 4" PCC paving with broom finish	SF	600	$16.00	$9,600.00	
71	Playground/Tot Lot/Restrooms	Modify existing irrigation	LS	1	$8,800.00	$8,800.00	
72	Playground/Tot Lot/Restrooms	Repair turf/sod	LS	1	$8,800.00	$8,800.00	
73	Playground/Tot Lot/Restrooms	Provide/install play equipment	LS	1	$425,000.00	$425,000.00	
74	Playground/Tot Lot/Restrooms	Provide/install 12" deep 'Fibar' engineered wood tot lot surfacing	LS	1	$30,800.00	$30,800.00	
75	Playground/Tot Lot/Restrooms	Install subdrainage rock	LS	1	$45,667.00	$45,667.00	
76	Playground/Tot Lot/Restrooms	Construct 4" PCC paving with broom finish @ tot lot	SF	1192	$16.00	$19,072.00	
77	Playground/Tot Lot/Restrooms	Powerwash restroom and plaza	LS	1	$8,250.00	$8,250.00	
78	Playground/Tot Lot/Restrooms	Concrete sawcut/stain/seal plaza	SF	1320	$11.50	$15,180.00	
79	Playground/Tot Lot/Restrooms	Provide/install benches	EA	4	$5,800.00	$23,200.00	
80	Playground/Tot Lot/Restrooms	Provide/Install Picnic Tables	EA	8	$6,800.00	$54,400.00	
81	Playground/Tot Lot/Restrooms	Picnic Shade Structure	LS	1	$52,800.00	$52,800.00	
82	Playground/Tot Lot/Restrooms	Purchase/install bike racks	EA	2	$3,022.00	$6,044.00	
				Subtotal		$707,613.00	
83	Park Frontage	Purchase/install recycle containers	EA	3	$2,800.00	$8,400.00	
84	Park Frontage	Purchase/install trash receptacles	EA	3	$2,700.00	$8,100.00	
85	Park Frontage	Purchase/install pet waste stations	EA	4	$1,514.00	$6,056.00	
86	Park Frontage	Provide/install benches	EA	3	$2,800.00	$8,400.00	
				Subtotal		$30,956.00	
87	Tennis Courts	Repair existing cracks and grind smooth as needed	LS	1	$24,200.00	$24,200.00	
88	Tennis Courts	Resurface/restripe Tennis Courts	LS	1	$50,600.00	$50,600.00	
89	Tennis Courts	Tennis Courts Lighting retrofit	EA	6	$5,819.00	$34,914.00	
90	Tennis Courts	Construct Shade structure @ tennis	LS	1	$64,320.00	$64,320.00	$64,320.00
91	Tennis Courts	Purchase & Install aluminum bleachers @ tennis (five row)	EA	1	$23,930.00	$23,930.00	$23,930.00
92	Tennis Courts	Construct 12' high chain link fence and gates @ tennis	LS	1	$28,308.00	$28,308.00	
93	Tennis Courts	Construct 4' high chain link fence with fabric @ Tennis Court	LS	1	$6,545.00	$6,545.00	
94	Tennis Courts	Modify existing irrigation	LS	1	$7,150.00	$7,150.00	$7,150.00
95	Tennis Courts	Repair turf/sod	LS	1	$7,150.00	$7,150.00	$7,150.00
				Subtotal		$247,117.00	
96	Pickleball Courts	Construct Pickleball Courts Complete	LS	1	$137,050.00	$137,050.00	$137,050.00
97	Pickleball Courts	Install Pickleball nets	EA	3	$3,915.00	$11,745.00	$11,745.00
98	Pickleball Courts	Fencing and Gates	LS	1	$93,060.00	$93,060.00	$93,060.00
99	Pickleball Courts	Lighting retrofit	LS	1	$82,500.00	$82,500.00	$82,500.00
				Subtotal		$324,355.00	
100	Basketball Court	Construct Basketball Courts Paving Complete	LS	1	$274,210.00	$274,210.00	
101	Basketball Court	Basketball Goal, Post, Nets & Pads	EA	4	$10,300.00	$41,200.00	
102	Basketball Court	12' Chain Link Fence	LS	1	$21,120.00	$21,120.00	

Line Totals (Unit Price * Quantity)					Dick Miller Inc.		
Item Num	**Section**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Line Total**	**Credit for Scope Reduction**
103	Basketball Court	Basketball Lighting Retrofit	LS	1	$76,560.00	$76,560.00	
				Subtotal		$413,090.00	
104	Class I Bike Path Connector	Construct concrete paving with broom finish	SF	3147	$16.20	$50,981.40	
105	Class I Bike Path Connector	Modify existing irrigation	LS	1	$6,500.00	$6,500.00	
106	Class I Bike Path Connector	Repair sod	LS	1	$4,500.00	$4,500.00	
				Subtotal		$61,981.40	
107	Security Lighting	Purchase & Install Solar lights and footings	EA	25	$8,140.00	$203,500.00	
				Subtotal		$203,500.00	
108	Security Cameras	Purchase & Install Security Cameras on Light Poles	EA	4	$6,840.00	$27,360.00	
				Subtotal		$27,360.00	
109	Park Signage	Construct Park Identification Monument signs	EA	2	$26,000.00	$52,000.00	
110	Park Signage	Provide and Install miscellaneous park signage	LS	1	$6,000.00	$6,000.00	
				Subtotal		$58,000.00	
111	Dog Park	Tree Protection (drain mat trunk wrap)	EA	5	$480.00	$2,400.00	$2,400.00
112	Dog Park	Adjust existing drains to new finish grade	LS	1	$3,200.00	$3,200.00	$3,200.00
113	Dog Park	DG paving, 4" deep stabilized with steel header	SF	1746	$8.88	$15,504.48	$15,504.48
114	Dog Park	DG turf topping, 1" deep non-stabilized, drag screen	SF	11971	$2.00	$23,942.00	$23,942.00
115	Dog Park	12" wide concrete 'wedge' transition from existing concrete to DG paving	LF	20	$98.00	$1,960.00	$1,960.00
116	Dog Park	4' wide x 6' high chain link gate	EA	2	$3,531.00	$7,062.00	$7,062.00
117	Dog Park	4' wide x 4' high chain link gate	EA	4	$2,714.00	$10,856.00	$10,856.00
118	Dog Park	6' high chan link fence & posts @ 10' o.c.	LF	92	$332.20	$30,562.40	$30,562.40
119	Dog Park	4' high chain link fence & post @ 10' o.c.	LF	295	$157.30	$46,403.50	$46,403.50
120	Dog Park	10' wide x 6' high chain link maintenance gate	EA	2	$5,445.00	$10,890.00	$10,890.00
121	Dog Park	Construct corrugated panels	EA	12	$3,500.00	$42,000.00	$42,000.00
122	Dog Park	Install Drinking fountain	LS	1	$16,660.00	$16,660.00	$16,660.00
123	Dog Park	Trash receptacles	EA	4	$2,962.00	$11,848.00	$11,848.00
124	Dog Park	Square Bench	EA	1	$6,140.00	$6,140.00	$6,140.00
125	Dog Park	Round Bench	EA	1	$5,827.00	$5,827.00	$5,827.00
126	Dog Park	Bench with back	EA	3	$3,684.00	$11,052.00	$11,052.00
127	Dog Park	Pet waste station	EA	4	$1,382.00	$5,528.00	$5,528.00
128	Dog Park	Install relocated Boulders	EA	6	$458.00	$2,748.00	$2,748.00
129	Dog Park	Modify existing irrigation	LS	1	$8,500.00	$8,500.00	$8,500.00
130	Dog Park	Repair turf/sod	LS	1	$10,600.00	$10,600.00	$10,600.00
131	Dog Park	Smart Irrigation controller at small dog park	EA	1	$12,000.00	$12,000.00	$12,000.00
				Subtotal		$285,683.38	
132	Misc Park Features	Purchase and install information kiosk	EA	1	$25,836.00	$25,836.00	$25,836.00
133	Misc Park Features	Install Adult Ability Course & Equipment	EA	1	$8,000.00	$8,000.00	
134	Misc Park Features	Install Salvaged Bench on new pad	EA	1	$2,250.00	$2,250.00	
135	Misc Park Features	Install Salvaged Picnic Table on new pad	EA	1	$2,250.00	$2,250.00	
136	Misc Park Features	Install Salvaged Trash Receptacle on new pad	EA	1	$1,100.00	$1,100.00	
137	Misc Park Features	90 Day Landscape Maintenance	LS	1	$6,000.00	$6,000.00	
				Subtotal		$45,436.00	
				Base Bid		$6,441,515.94	
138	BID ALTERNATES 1	Remove and replace existing chain link fence at "U" Ave. & existing tot lot frontage	LS	1	$36,570.00	$36,570.00	$36,570.00
				Subtotal		$36,570.00	

Line Totals (Unit Price * Quantity)					Dick Miller Inc.		
Item Num	**Section**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Line Total**	**Credit for Scope Reduction**
139	BID ALTERNATES 2 - Farmers Market Area	Purchase 5x10 refrigerated trailer	EA	1	$34,776.00	$34,776.00	$34,776.00
140	BID ALTERNATES 2 - Farmers Market Area	Purchase and assemble 8x12 greenhouse	EA	1	$11,902.00	$11,902.00	$11,902.00
141	BID ALTERNATES 2 - Farmers Market Area	Install 8x40 shipping container	EA	1	$12,500.00	$12,500.00	$12,500.00
142	BID ALTERNATES 2 - Farmers Market Area	Modify shade structure to securable produce stand	EA	1	$24,750.00	$24,750.00	$24,750.00
143	BID ALTERNATES 2 - Farmers Market Area	Construct washing/sorting tables	EA	3	$2,600.00	$7,800.00	$7,800.00
144	BID ALTERNATES 2 - Farmers Market Area	Composting Bin	EA	1	$525.00	$525.00	$525.00
145	BID ALTERNATES 2 - Farmers Market Area	Lighting & electrical & Farmers Market	LS	1	$29,700.00	$29,700.00	$29,700.00
146	BID ALTERNATES 2 - Farmers Market Area	Construct "feather" banners	EA	31	$200.00	$6,200.00	$6,200.00
				Subtotal		$128,153.00	
147	BID ALTERNATES 3 - Farmers Market Parking Lot Area	Parking Lot Signage and Striping @ Famers Market	LS	1	$33,440.00	$33,440.00	$33,440.00
148	BID ALTERNATES 3 - Farmers Market Parking Lot Area	Sealcoat AC paving @ Farmers Market	LS	1	$7,821.00	$7,821.00	$7,821.00
149	BID ALTERNATES 3 - Farmers Market Parking Lot Area	Patch & Seal Cracks @ Farmers Market	LS	1	$6,600.00	$6,600.00	$6,600.00
150	BID ALTERNATES 3 - Farmers Market Parking Lot Area	Purchase & Install elastomeric markings @ Farmers Market	EA	118	$120.00	$14,160.00	$14,160.00
				Subtotal		$62,021.00	
151	BID ALTERNATES 4	Dog agility equipment	EA	2	$11,580.00	$23,160.00	$23,160.00
				Subtotal		$23,160.00	
152	BID ALTERNATES 5	Provide new MUSCO Sports Lighting Including Removal and Replacement	LS	1	$616,055.00	$616,055.00	$616,055.00
				Subtotal		$616,055.00	$865,959.00
				Bid Alternate		$865,959.00	
				Total Bid		7,307,474.94	
		Deleted Work (including bid alts)					$1,882,284.98
		DMI Credit for Scope Reduction					$ (90,409.10)
		DMI's REVISED CONTRACT AMOUNT				**$ 5,334,780.86**	

OWNER - CONTRACTOR AGREEMENT

El Toyon Park Proposition 68 Improvements, CIP No. 22-26

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Dick Miller Inc. ("Contractor"),** 930 Boardwalk Suite H, San Marcos, California 92078 on the **19th day of November, 2024,** for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS

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

13. FALSE CLAIMS

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

I have read and understood all of the provisions of this Section 13, above:

_____ (Initial) _____ (Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

_____
Ron Morrison
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney, City of National City

Contractor:
Dick Miller Inc.

_____
(Owner/Officer signature)

_____
Print name and title

(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____

_____ (Notary Seal)

known to me to be _____of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2024-_____, on the **19th day of November, 2024,** has awarded **Dick Miller Inc.**, hereinafter designated as the "Principal", the **El Toyon Park Proposition 68 Improvements, CIP No. 22-26**

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Five Million, Three Hundred Thirty Four Thousand, Seven Hundred Eighty and 86 Cent ($5,334,780.86)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this_____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2024-_____, on the **19th day of November, 2024,** has awarded **Dick Miller Inc.**, hereinafter designated as the "Principal", the **El Toyon Park Proposition 68 Improvements, CIP No. 22-26.**

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Five Million, Three Hundred Thirty Four Thousand, Seven Hundred Eighty and 86 Cent ($5,334,780.86)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) REJECTING ALL BIDS RECEIVED ON JUNE 13, 2024, FOR THE EL TOYON PARK PROPOSITION 68 IMPROVEMENTS, CIP NO. 22-26; 2) AWARDING A CONTRACT TO DICK MILLER, INC. IN THE NOT-TO-EXCEED AMOUNT OF $5,334,781 FOR THE EL TOYON PARK PROPOSITION 68 IMPROVEMENTS, CIP NO. 22-26; 3) AUTHORIZING A 10% CONTINGENCY IN THE AMOUNT OF $533,478 FOR ANY UNFORESEEN CHANGES; 4) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 5) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF $822,762 IN THE AMERICAN RESCUE PLAN ACT FUND FOR THE EL TOYON PARK PROPOSITION 68 IMPROVEMENTS.

WHEREAS, the El Toyon Park Proposition 68 Improvements, CIP No. 22-26 ("Project") includes removal and replacement of the multi-purpose athletic field, sports lighting system, both basketball courts, and playground equipment; new electronic scoreboard; lighting retrofits for the basketball courts, tennis courts, and park restrooms; resurfacing and restriping of the tennis courts; new pickleball courts with fencing and lighting retrofits; new park lighting, walking paths, ADA improvements, and bicycle connections; repaving and restriping of the parking lot on the west side of the park; landscaping and drainage improvements; public safety cameras; park signage; trash receptacles and recycling containers; picnic tables, benches and shade structures; and

WHEREAS, on March 2, 2021, the City Council adopted Resolution No. 2021-14 authorizing City staff to submit an application for the Proposition 68 Statewide Park Development and Community Revitalization Program ("Proposition 68 Grant") for the Project, and authorized the City Manager to execute the grant agreement; and

WHEREAS, the City was awarded the Proposition 68 Grant in the amount of $5,632,600 and, on March 7, 2022, the City Manager executed Grant Agreement No. C9803043 with the State of California Department of Parks and Recreation for the Project, effective July 1, 2020; and

WHEREAS, City staff proceeded with Project design based on input from the community; and

WHEREAS, on February 1, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on February 5th, February 7th, and February 21st, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on March 21, 2024, one bid was received by the 11:00 a.m. deadline but, upon reviewing all submitted documents, staff rejected the bid as non-responsive as they failed to submit required Post Bid Documents and, in addition, the bid submitted significantly exceeded the engineer's estimate; and

WHEREAS, as a result of not receiving any responsive bids from the initial solicitation, on May 16, 2024 staff re-advertised the Project on PlanetBids; and

WHEREAS, on May 23rd and May 28th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on June 13, 2024, two (2) bids were received by the 5:00 p.m. deadline; and

WHEREAS, both bidders submitted proposals that significantly exceeded the engineer's estimate and, consequently, staff informed both bidders that the City intended to readvertise the Project as a non-Project Labor Agreement ("PLA") project, exercising the City's reserved rights under the PLA; and

WHEREAS, as a result of the excessive cost of the earlier bids, on August 1, 2024 staff re-advertised the Project on PlanetBids as a non-PLA project; and

WHEREAS, on August 15th and August 20th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on September 11, 2024, eleven (11) bids were received by the 5:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Dick Miller, Inc.'s bid in the total bid amount of $7,307,474.94 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, since Dick Miller, Inc.'s total bid exceeds the available budget for the Project, City staff reviewed the Project scope to determine which bid items could be removed to get the Project within budget, with consideration given to keeping the elements of the Project that were of highest priority to the community, and negotiated a revised scope of work with Dick Miller, Inc., resulting in a total contract award of $5,334,781; and

WHEREAS, City staff recommends 1) rejecting all bids received on June 13, 2024 for the El Toyon Park Proposition 68 Improvements, CIP No. 22-26; 2) awarding a contract to Dick Miller, Inc. in the not-to-exceed amount of $5,334,781 for the revised scope of work for the El Toyon Park Proposition 68 Improvements, CIP No. 22-26; 3) authorizing a 10% contingency in the amount of $533,478 for any unforeseen changes; 4) authorizing the Mayor to execute the contract; and 5) authorizing the establishment of an appropriation of $822,762 in the American Rescue Plan Act fund for the Project.

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

Section 1: That the City Council hereby rejects all bids received on June 13, 2024, for the El Toyon Park Proposition 68 Improvements, CIP No. 22-26.

Section 2: That the City Council hereby authorizes the Mayor to execute the contract with Dick Miller, Inc. in the not-to-exceed amount of $5,334,781 for the El Toyon Park Proposition 68 Improvements, CIP No. 22-26.

Section 3: That the City Council hereby authorizes a 10% contingency in the amount of $533,478 for any unforeseen changes.

Section 4: That the City Council hereby authorizes the establishment of an appropriation in the amount of $822,762 in the American Rescue Plan Act Fund for the El Toyon Park Proposition 68 Improvements.

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 19th day of November, 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: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Awarding a Contract to Endelos Construction, LLC, for the Police Department Generator and Electrical Upgrades Project, CIP No. 20-04.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California 1) Rejecting All Bids Received on May 9, 2024 for the Police Department Generator and Electrical Upgrades Project, CIP No. 20-04; 2) Awarding a Contract to Endelos Construction LLC in the Not-to-Exceed Amount of $1,420,880 for the Police Department Generator and Electrical Upgrades Project, CIP No. 20-04; 3) Authorizing a 15% Contingency in the Amount of $213,132 for any Unforeseen Changes; 4) Authorizing the Mayor to Execute the Contract; and 5) Authorizing the Establishment of an Appropriation in the Amount of $1,420,880 in the American Rescue Plan Act Fund for the Police Department Generator and Electrical Upgrades Project"

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Police Department Generator and Electrical Upgrades project, CIP No. 20-04, will involve reconfiguring the current electrical distribution system for the police department. This upgrade will include the installation of a new standby generator system, transfer switches, electrical distribution equipment, mechanical components, a tank enclosure, an approximately 2,000-gallon double-wall tank, along with all necessary piping and controls. Currently, the Police Department's standby power system only covers the dispatch and server rooms, and emergency egress lighting for a few hours of run time. The new 300 kW generator in conjunction with the large capacity fuel tank will power 100% of the building loads for up to 96 hours. As such, this project will significantly increase the Police Department's ability to remain fully functional to provide emergency response in the event of an extended power outage.

On February 19, 2024, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors, in accordance with the City's Project Labor Agreement (PLA). On February 21, 2024 and February 22, 2024, the bid solicitation was advertised in local newspapers. On May 9, 2024, two (2) bids were received by the 1:00 p.m. deadline. Both bidders submitted proposals that significantly exceeded the engineer's estimate. Consequently, on June 6, 2024, staff informed both bidders that the City was rejecting all submitted bids. Staff also indicated that adjustments would be made to the project scope to align the bids with the budget allocations, after which the project would be rebid.

As a result of this outcome, on August 28, 2024, staff re-advertised the project on PlanetBids, in accordance with the City's Project Labor Agreement (PLA). On September 26, 2024, four (4) bids were received by the 5:00 p.m. deadline.

Endelos Construction LLC, was the apparent lowest bidder with a total bid amount of $1,420,880. Upon a review of all documents submitted, Endelos Construction LLC's, bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Endelos Construction LLC in the not-to-exceed amount of $1,420,880 and authorizing a 15% contingency in the amount of $213,132 to address any unforeseen conditions that may arise.

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

Construction is expected to begin by early 2025 and estimated to be completed by fall 2025. Typically, construction will begin four to six weeks after City Council approves award of contract to allow for coordination efforts, as well as contractor mobilization. For projects of this scope, the lead time on large equipment and specialized materials can also be long and push out the actual construction timeline.

Updates will be provided on the City's CIP website at: http://nationalcityprojects.com.

FINANCIAL STATEMENT:
Contract Award - $1,420,880 (new appropriation - ARPA)
Expenditure Account No. 117-10-18-18500-7598-1178117 (Police Dept. Facility Upgrades)

15% Contingency - $213,132 (funds available through prior appropriations - General Fund)
Expenditure Account No. 100-10-18-18500-7598-1500100 (Facility Upgrades CIP)

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

ENVIRONMENTAL REVIEW:
A Notice of Exemption under Categorical Exemption – Class 1 Section 15301(f) – Existing Facilities of the CEQA Guidelines was filed with the County Recorder's Office on October 29, 2024.

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Bid Opening Summary
Exhibit B - Three Lowest Bidders Summary
Exhibit C - Owner-Contract Agreement
Exhibit D - Resolution

BID OPENING SUMMARY

NAME: **Police Department Generator and Electrical Upgrades (PLA Project)**
CIP NO: **20-04**
DATE: **September 26, 2024**
TIME: **5:00 P.M.**
ESTIMATE: **$1,300,000.00**
PROJECT ENGINEER: **Luca Zappiello**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Endelos Construction LLC 593 Ave of Flags #105 Buellton, California 93427	**$1,420,880.00**	Bond
2	Global Power Group, Inc. 12060 Woodside Ave. Lakeside, California 92040	**$1,700,812.00**	Bond
3	PC Inc 2007 Priesker Lane, Suite D Santa Maria, California 93454	**$1,910,000.00**	Bond
4	G.A. Abell, Inc. dba Precision Electric Company 8137 Winter Gardens Blvd. Lakeside, California 92040	**$2,100,000.00**	Bond

Engineering & Public Works Department

Police Department Generator and Electrical Upgrades (PLA Project) CIP 20-04
Bid Opening Date: 9/26/2024

				Endelos Construction LLC 593 Ave of Flags #105 Buellton, California 93427		Global Power Group, Inc. 12060 Woodside Ave. Lakeside, California 92040		PC Inc 2007 Priesker lane Suite D Santa Maria, California 93454	
Item Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
1	LS	1	Provide Lump Sum cost for the required items as described in the Plans and Contract Documents.	$1,420,880	$1,420,880	$1,700,812	$1,700,812	$1,910,000	$1,910,000
				Total	**$1,420,880**		**$1,700,812**		**$1,910,000**

OWNER - CONTRACTOR AGREEMENT

POLICE DEPARTMENT GENERATOR AND ELECTICAL UPGRADES
CIP NO. 20-04

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Endelos Construction, LLC ("Contractor")**, 593 Ave of Flags #105, Buellton, California 93427, on the **19th day of November, 2024**, for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS

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

13. FALSE CLAIMS

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

I have read and understood all of the provisions of this Section 13, above:

_____ (Initial) _____ (Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

_____
Ron Morrison, Mayor

Approved as to form:

By: _____
Barry J. Schultz, City Attorney

Contractor:
Endelos Construction, LLC

_____
(Owner/Officer signature)

_____
Print name and title

_____
(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies' specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

Engineering & Public Works Department

Police Department Generator and Electrical Upgrades (PLA Project) CIP 20-04

				Endelos Construction LLC	
Item Num	**Description**	**Unit**	**Quantity**	**Unit Price**	**Line Total**
1	Provide Lump Sum cost for the required items as described in the Plans and Contract Documents.	LS	1	$1,420,880	$1,420,880
				Total	$1,420,880

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____

_____ (Notary Seal)

known to me to be _____of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) REJECTING ALL BIDS RECEIVED ON MAY 9, 2024 FOR THE POLICE DEPARTMENT GENERATOR AND ELECTRICAL UPGRADES PROJECT, CIP NO. 20-04; 2) AWARDING A CONTRACT TO ENDELOS CONSTRUCTION LLC IN THE NOT-TO-EXCEED AMOUNT OF $1,420,880 FOR THE POLICE DEPARTMENT GENERATOR AND ELECTRICAL UPGRADES PROJECT, CIP NO. 20-04; 3) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $213,132 FOR ANY UNFORESEEN CHANGES; 4) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 5) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF $1,420,880 IN THE AMERICAN RESCUE PLAN ACT FUND FOR THE POLICE DEPARTMENT GENERATOR AND ELECTRICAL UPGRADES PROJECT.

WHEREAS, the Police Department Generator and Electrical Upgrades project, CIP No. 20-04 ("Project"), will involve reconfiguring the current electrical distribution system for the Police Department; and

WHEREAS, the Project will include the installation of a new standby generator system, transfer switches, electrical distribution equipment, mechanical components, a tank enclosure, an approximately 2,000-gallon double-wall tank, along with all necessary piping and controls; and

WHEREAS, currently, the Police Department's standby power system only covers the dispatch and server rooms, and emergency egress lighting, for a few hours of run time, and the new 300 kW generator in conjunction with the large capacity fuel tank will power 100% of the building loads for up to 96 hours; and

WHEREAS, on February 19, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on February 21st and February 22nd, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on May 9, 2024, two (2) bids were received by the 1:00 p.m. deadline; and

WHEREAS, both bidders submitted proposals that significantly exceeded the engineer's estimate and, consequently, staff informed both bidders on June 6, 2024 that the City intended to readvertise the Project, which would include adjustments to the Project scope to align the bids with the budget allocations, after which the Project would be rebid; and

WHEREAS, as a result of the excessive cost of the earlier bids, on August 28, 2024 staff re-advertised the Project on PlanetBids with a revised Project scope in order to receive bids within the budget allocations; and

WHEREAS, on September 26, 2024, four (4) bids were received by the 5:00 p.m. deadline; and

WHEREAS, upon a review of all documents submitted, Endelos Construction LLC's bid in the total bid amount of $1,420,880 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) rejecting all bids received on May 9, 2024 for the Police Department Generator and Electrical Upgrades project, CIP No. 20-04; 2) awarding a contract to Endelos Construction LLC in the not-to-exceed amount of $1,420,880 for the Police Department Generator and Electrical Upgrades project, CIP No. 20-04; 3) authorizing a 15% contingency in the amount of $213,132 for any unforeseen changes; 4) authorizing the Mayor to execute the contract; and 5) authorizing the establishment of an appropriation of $1,429,880 in the American Rescue Plan Act fund for the Project.

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

Section 1: That the City Council hereby rejects all bids received on May 9, 2024, for the Police Department Generator and Electrical Upgrades project, CIP No. 20-04.

Section 2: That the City Council hereby authorizes the Mayor to execute the contract with Endelos Construction LLC in the not-to-exceed amount of $1,420,880 for the Police Department Generator and Electrical Upgrades project, CIP No. 20-04.

Section 3: That the City Council hereby authorizes a 15% contingency in the amount of $213,132 for any unforeseen changes.

Section 4: That the City Council hereby authorizes the establishment of an appropriation in the amount of $1,420,880 in the American Rescue Plan Act Fund for the Police Department Generator and Electrical Upgrades project.

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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: Engineering
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, November 19, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Awarding a Contract to Huntington Beach Electric, Inc. for the Kimball Park Ballfield Lighting Improvements Project, CIP No. 24-10.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Huntington Beach Electric, Inc. in the Not-to-Exceed Amount of $228,800 for the Kimball Park Ballfield Lighting Improvements Project, CIP No. 24-10; 2) Authorizing a 15% Contingency in the Amount of $34,320 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation of $228,800 in the American Rescue Plan Act Fund for the Kimball Park Ballfield Lighting Improvements Project."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In 2023, as part of the Kimball Park Dog Park, Lighting and Tot Lot project, CIP No. 23-06, the contractor evaluated the existing ballfield lights to determine what repairs could be made given that several lights were not functioning. The outcome of that field inspection was that the existing lights have reached their useful life and are no longer serviceable. Due to the age and deteriorated condition of the lights, ballasts, and pole structures, the recommendation was to instead consider full replacement. Furthermore, the electrical system and controls are outdated and do not allow for efficient, remote operation of the lights. The Kimball Park Ballfield Lighting Improvements project, CIP No. 24-10 will construct the full replacement of the ballfield lighting and electrical system. The City Council authorized the purchase of the lighting and electrical system itself on October 15, 2024, at a cost of $292,350.

On August 23, 2024, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On September 20, 2024, four (4) bids were received by the 2:00 p.m. deadline and Huntington Beach Electric, Inc. was the apparent lowest bidder with a total bid amount of $228,800.

Upon review of all documents submitted, Huntington Beach Electric, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Huntington Beach Electric, Inc. in the not-to-exceed amount of $228,800 and authorizing a 15% contingency in the amount of $34,320 to address any unforeseen conditions that may arise.

FINANCIAL STATEMENT:
Contract Award - $228,800 (new appropriation - ARPA)
Expenditure Account No. 117-10-18-18500-7598-1176117 (Kimball Park Lighting)

15% Contingency - $34,320 (funds available through prior appropriations - General Fund)
Expenditure Account No. 100-10-18-18500-7598-1500100 (Facility Upgrades CIP)

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

ENVIRONMENTAL REVIEW:
The project qualifies as a Categorical Exemption, consistent with CEQA Guidelines. Existing Facilities. CCR 15301(c).

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

ORDINANCE:
Not Applicable

EXHIBITS:

Exhibit A – Bid Opening Summary
Exhibit B – Summary of Bid Items
Exhibit C – Owner-Contractor Agreement
Exhibit D – Resolution

Exhibit A

BID OPENING SUMMARY

NAME: **Kimball Park Ballfield Lighting Improvements**
CIP NO: **24-10**
DATE: **September 20, 2024**
TIME: **2:00 P.M.**
ESTIMATE: **$300,000**
PROJECT ENGINEER: **Ricardo Rodriguez**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Huntington Beach Electric, Inc. P.O. Box 1626 Huntington Beach, CA 92647	**$228,800**	Bond
2	Ace Electric, Inc. 6061 Fairmount Ave San Diego, CA 92120	**$236,100**	Bond
3	Cresttel 1662 N Magnolia Ave, #202 El Cajon, CA 92020	**$295,000**	Bond
4	M. Brey, Inc. 408 Elm Ave Beaumont, CA 92223	**$352,532.26**	Bond

Exhibit B

SUMMARY OF BID ITEMS

NAME: Kimball Park Ballfield Lighting Improvements
CIP NO: 24-10
DATE: September 20, 2024
TIME: 2:00 P.M.
ESTIMATE: $300,000
PROJECT ENGINEER: Ricardo Rodriguez

				Huntington Beach Electric, Inc.		Ace Electric, Inc.		Cresttel	
Item	Description	Unit	Qty	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
1	Mobilization/Demobilization	LS	1	$1,500.00	$1,500.00	$5,700.00	$5,700.00	$29,000.00	$29,000.00
2	Traffic Control	LS	1	$1,800.00	$1,800.00	$3,500.00	$3,500.00	$10,000.00	$10,000.00
3	Surveying and Construction Staking	LS	1	$2,000.00	$2,000.00	$8,100.00	$8,100.00	$10,000.00	$10,000.00
4	SWPPP, Water Pollution Control	LS	1	$1,500.00	$1,500.00	$3,400.00	$3,400.00	$7,000.00	$7,000.00
5	Clearing and Grubbing	LS	1	$2,000.00	$2,000.00	$69,800.00	$69,800.00	$8,000.00	$8,000.00
6	Unclassified Excavation	LS	1	$30,000.00	$30,000.00	$37,300.00	$37,300.00	$24,000.00	$24,000.00
7	Install Lighting Cabinet and Equipment	EA	1	$35,000.00	$35,000.00	$6,700.00	$6,700.00	$22,000.00	$22,000.00
8	Install Lighting Pole, Foundation and LED Luminaire	EA	6	$10,000.00	$60,000.00	$6,700.00	$40,200.00	$18,000.00	$108,000.00
9	Furnish and Install #5 Pull Box	EA	6	$2,500.00	$15,000.00	$2,400.00	$14,400.00	$6,000.00	$36,000.00
10	Furnish and Install #6 Pull Box	EA	1	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$10,000.00	$10,000.00
11	Furnish and Install PVC Conduit with Mule Tape	LS	1	$35,000.00	$35,000.00	$15,900.00	$15,900.00	$8,000.00	$8,000.00
12	Furnish and Install Lighting Conductors	LS	1	$30,000.00	$30,000.00	$23,500.00	$23,500.00	$7,000.00	$7,000.00
13	Equipment Coordination and Delivery	LS	1	$10,000.00	$10,000.00	$5,600.00	$5,600.00	$16,000.00	$16,000.00
				Subtotal	$228,800.00		$236,100.00		$295,000.00
				Total	**$228,800.00**		**$236,100.00**		**$295,000.00**

OWNER - CONTRACTOR AGREEMENT

KIMBALL PARK BALLFIELD LIGHTING IMPROVEMENTS
CIP NO. 24-10

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Huntington Beach Electric Inc. ("Contractor"),** PO Box 1626, Huntington Beach, CA 92647, on the **19th day of November, 2024,** for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

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

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS

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

13. FALSE CLAIMS

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

I have read and understood all of the provisions of this Section 13, above:

_____ (Initial) _____ (Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

_____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry Schultz, City Attorney

Contractor:
Huntington Beach Electric Inc.

_____
(Owner/Officer signature)

_____
Print name and title

(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

Engineering & Public Works Department

KIMBALL PARK BALLFIELD LIGHTING IMPROVEMENTS CIP 24-10

				Huntington Beach Electric Inc	
Item Num	**Description**	**Unit**	**Quantity**	**Unit Price**	**Line Total**
1	Mobilization/Demobilization	LS	1	$1,500.00	$1,500.00
2	Traffic Control	LS	1	$1,800.00	$1,800.00
3	Surveying and Construction Staking	LS	1	$2,000.00	$2,000.00
4	SWPPP, Water Pollution Control	LS	1	$1,500.00	$1,500.00
5	Clearing and Grubbing	LS	1	$2,000.00	$2,000.00
6	Unclassified Excavation	LS	1	$30,000.00	$30,000.00
7	Install Lighting Cabinet and Equipment	EA	1	$35,000.00	$35,000.00
8	Install Lighting Pole, Foundation and LED Luminair	EA	6	$10,000.00	$60,000.00
9	Furnish and Install #5 Pull Box	EA	6	$2,500.00	$15,000.00
10	Furnish and Install #6 Pull Box	EA	1	$5,000.00	$5,000.00
11	Furnish and Install PVC Conduit with Mule Tape	LS	1	$35,000.00	$35,000.00
12	Furnish and Install Lighting Conductors	LS	1	$30,000.00	$30,000.00
13	Equipment Coordination and Delivery	LS	1	$10,000.00	$10,000.00
				Subtotal	$228,800.00
				Total	$228,800.00

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____

_____ (Notary Seal)

known to me to be _____of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2024-_____, on the **19th day of November, 2024,** has awarded **Huntington Beach Electric Inc.,** hereinafter designated as the "Principal", the KIMBALL PARK BALLFIELD LIGHTING IMPROVEMENTS, CIP No. 24-10

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Two Hundred Twenty Eight Thousand, Eight Hundred ($228,800.00)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such

change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this_____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2021-_____, on the **19th day of November, 2024** has awarded **Huntington Beach Electric Inc.,** hereinafter designated as the "Principal", the KIMBALL PARK BALLFIELD LIGHTING IMPROVEMENTS, CIP No. 24-10

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Two Hundred Twenty Eight Thousand, Eight Hundred ($228,800.00)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO HUNTINGTON BEACH ELECTRIC, INC. IN THE NOT-TO-EXCEED AMOUNT OF $228,800 FOR THE KIMBALL PARK BALLFIELD LIGHTING IMPROVEMENTS PROJECT, CIP NO. 24-10; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $34,320 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 4) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF $228,800 IN THE AMERICAN RESCUE PLAN ACT FUND FOR THE KIMBALL PARK BALLFIELD LIGHTING IMPROVEMENTS PROJECT.

WHEREAS, the existing Kimball Park ballfield lights have reached their useful life and are no longer serviceable and, therefore, full replacement is necessary; and

WHEREAS, the Kimball Park Ballfield Lighting Improvements project, CIP No. 24-10 ("Project") is a component of the revised American Rescue Plan Act ("ARPA") Spending Plan approved by the City Council on April 16, 2024, and will construct the full replacement of the ballfield lighting and electrical system; and

WHEREAS, on August 23, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on September 20, 2024, four (4) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Huntington Beach Electric, Inc.'s bid in the total bid amount of $228,800 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Huntington Beach Electric, Inc. in the not-to-exceed amount of $228,800 for the Kimball Park Ballfield Lighting Improvements project, CIP No. 24-10; 2) authorizing a 15% contingency in the amount of $34,320 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) authorizing the establishment of an appropriation of $228,800 in the ARPA fund for the Project.

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

Section 1: That the City Council hereby authorizes the Mayor to execute the contract with Huntington Beach Electric, Inc. in the not-to-exceed amount of $228,800 for the Kimball Park Ballfield Lighting Improvements project, CIP No. 24-10.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $34,320 for any unforeseen changes.

Section 3: That the City Council hereby authorizes the establishment of an appropriation in the amount of $228,800 in the American Rescue Plan Act fund for the Kimball Park Ballfield Lighting 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 19th day of November, 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: Luca Zappiello, Associate Engineer - Civil
Meeting Date: Tuesday, November 19, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Awarding a Contract to Martin Marietta San Diego Aggregates LLC dba ATP General Engineering Contractors for the FY24 and FY25 Pavement Rehabilitation Project, CIP NO. 23-15.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Rejecting All Bids Received on May 21, 2024 for the FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15; 2) Awarding a Contract to Martin Marietta San Diego Aggregates, LLC dba ATP General Engineering Contractors in the Not-to-Exceed Amount of $5,732,474 for the FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15; 3) Authorizing a 10% Contingency in the Amount of $573,247 for any Unforeseen Changes; and 4) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15 will perform pavement rehabilitation through mill and overlay methods, as well as a Type II slurry seal at various locations (refer to Exhibit A). The improvement areas were prioritized based on a previous pavement conditions survey, field investigations, and requests from the public. Staff also applied an equitable approach to developing the project by ensuring improvements were proposed throughout the City, rather than limiting improvements to one or two geographic areas.

The City-Wide Pedestrian Safety Enhancement Project, CIP No. 22-16, which is funded in part by a Highway Safety Improvement Program (HSIP) grant, was included with the bid package to take advantage of competitive pricing typically realized when quantities for similar line items of work increase.

On April 26, 2024, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors, in accordance with the City's Project Labor Agreement (PLA) provisions, in addition to advertising in the local newspaper.

On May 21, 2024, two (2) bids were received by the 5:00 p.m. deadline, both of which significantly exceeded the engineer's estimate. Consequently, on June 6, 2024, staff informed both bidders that the City was rejecting all submitted bids. Staff also indicated that adjustments would be made to the project scope to better align future bids with current budget allocations, after which the project would be rebid.

As a result of this outcome, on August 19, 2024, staff re-advertised the project on PlanetBids, in accordance with the City's PLA provisions, in addition to advertising in the local newspaper. On September 13, 2024, four (4) bids were received by the 5:00 p.m. deadline. RAL Investment Corporation was the apparent lowest bidder with a total bid amount of $6,269,983.11.

After reviewing all submitted documents, RAL Investment Corporation's bid was determined to be non-responsive and was rejected due to the bidder's failure to sign the Verification and Execution document. The non-responsive bid notice was sent to RAL Investment Corporation on October 4, 2024. Consequently, staff reviewed the documents submitted by the second lowest bidder, Martin Marietta San Diego Aggregates, LLC, dba ATP General Engineering Contractor (ATP), who submitted a total bid amount of $6,745,176.10. Upon review, the bid from ATP was deemed responsive, making their bid the lowest, responsive bid. ATP is also the lowest responsible bidder qualified to perform the work as outlined in the project specifications.

After reviewing the bid submitted by ATP, it was determined that costs proposed for the City-Wide Pedestrian Safety Enhancement Project, CIP No. 22-16 were significantly higher than the amount of grant funds available to pay for construction. As a result, staff decided to remove the City-Wide Pedestrian Safety Enhancement Project from the scope of work, which was ultimately accepted by ATP. With the removal of the City-Wide Pedestrian Safety Enhancement Project from the contract scope of work, the total contract amount was reduced to $5,732,474.

Staff intends to make adjustments to the scope of work for the City-Wide Pedestrian Safety Enhancement Project to better align future bids with current budget allocations, after which the project will be rebid separately.

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

Staff recommends awarding a contract to Martin Marietta San Diego Aggregates LLC dba ATP General Engineering Contractor in the not-to-exceed amount of $5,732,474 and authorizing a 10% contingency in the amount of $573,247 to address any unforeseen conditions that may arise.

Construction is estimated to start in January 2025 and be completed by August 2025. Updates will be provided on the City's CIP website at: http://nationalcityprojects.com.

FINANCIAL STATEMENT:

Contract Award
$3,070,000 (funds available through prior appropriations - SB1-RMRA Gas Tax)
Expenditure Account No. 109-10-18-18500-7598-6035109 (Street Resurfacing)

$2,662,474 (funds available through prior appropriations - TransNet)
Expenditure Account No. 307-10-18-18500-7598-6035307 (Street Resurfacing)

10% Contingency
$573,247 (funds available through prior appropriations - TransNet)
Expenditure Account No. 307-10-18-18500-7598-6035307 (Street Resurfacing)

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

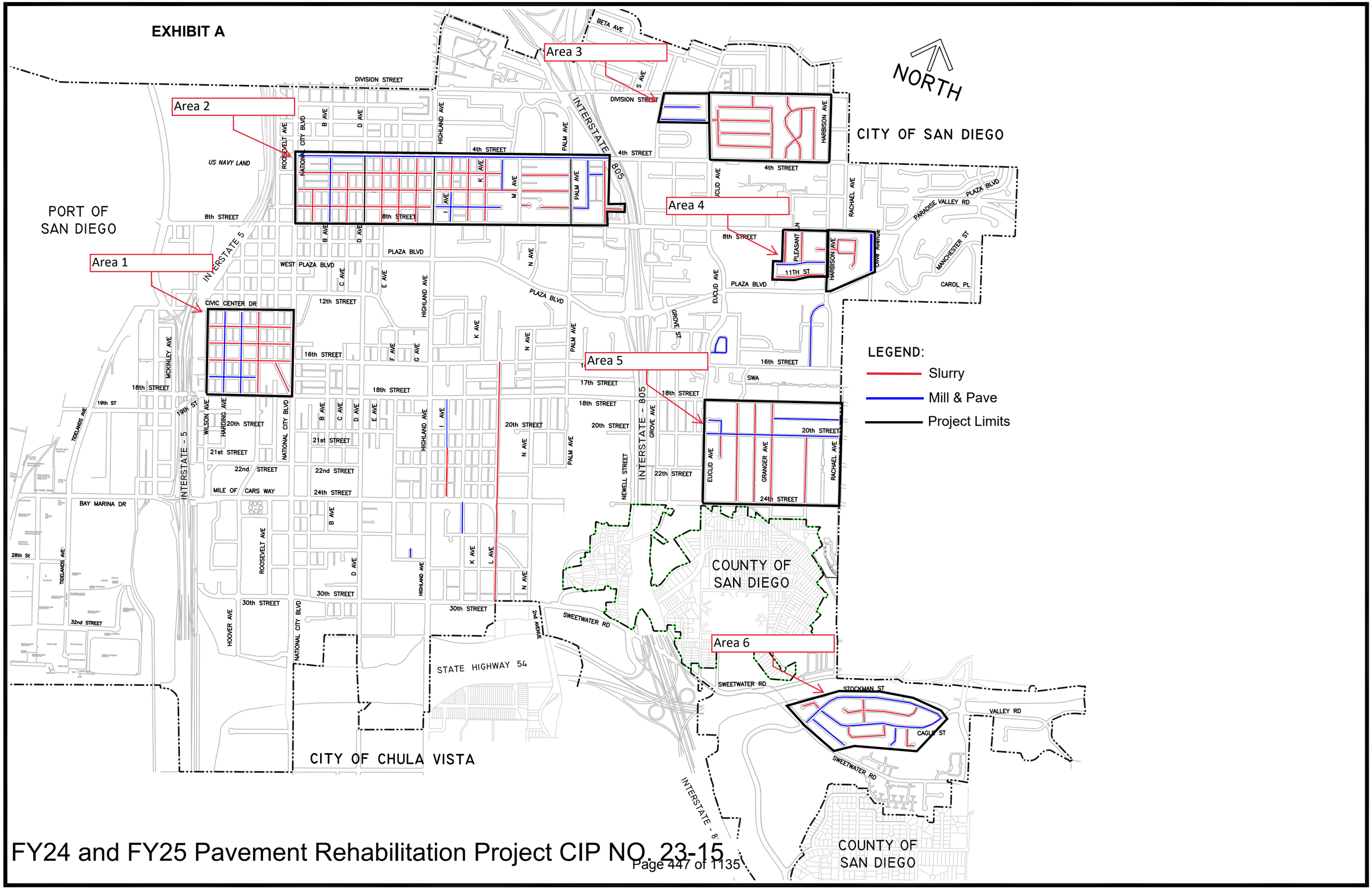
ENVIRONMENTAL REVIEW:
Notice of Exemption was filed with the County Recorder's Office on October 24, 2024.

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 – Location Map
Exhibit B – Bid Opening Summary
Exhibit C – Three Lowest Bidders Summary
Exhibit D – Owner-Contractor Agreement
Exhibit E – Resolution

EXHIBIT A



FY24 and FY25 Pavement Rehabilitation Project CIP NO. 23-15

BID OPENING SUMMARY

NAME: FY24 and FY25 Pavement Rehabilitation project
CIP NO: 23-15
DATE: September 13, 2024
TIME: 5:00 P.M.
ESTIMATE: $4,300,000
PROJECT ENGINEER: Luca Zappiello P.E.

NO.	BIDDER'S NAME	BASE BID AMOUNT
1	RAL Investment Corporation 10065 Old Grove Road Suite 200 San Diego, California 92131	$6,269,983.11
2	ATP General Engineering Contractors a Division of Martin Marietta SD Aggs, LLC 4211 Ponderosa Ave Ste C San Diego, California 92123	$6,745,176.10
3	Griffith Company 13400 Sabre Spring Parkway Suite 200 San Diego, California 92128	$8,080,808.00
4	Nationwide Contracting Services, Inc 7660 Liberty Dr Huntington Beach, California 92647	$9,625,424.80

Engineering & Public Works Department

FY24 & FY25 Pavement Rehab CIP 23-15 and Pedestrian Safety Enhancements CIP 22-16 (PLA project)

Bid Opening Date: 9/13/2024

Engineer's Estimate: FY24 & FY25 Pavement Rehab $4,300,000 and Pedestrian Safety Enhancements $500,000

				RAL Investment Corp 10065 Old Grove Road		ATP General Eng 4211 Ponderosa Ave San Diego, 92123		Griffith Company 13400 Sabre Spring San Diego 92128	
No	**Unit**	**Amount**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
4th St. - NC Blvd. to I-805 Bridge									
1	LS	1	Moblization	$20,922	$20,922	$80,000	$80,000	$7,500	$7,500
2	LS	1	Traffic Control	$4,919	$4,919	$65,000	$65,000	$70,000	$70,000
3	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$4,450	$4,450	$16,000	$16,000
4	SF	174200	Cold Mill Asphalt Pavement - 1.5" De	$1	$88,842	$0	$80,132	$1	$87,100
5	CY	100	Removal, disposal and replacement	$230	$23,000	$309	$30,900	$475	$47,500
6	TN	1570	1.5" Asphalt Concrete (AC) Pavemer	$164	$257,480	$140	$219,800	$186	$292,020
7	TN	490	6" Asphalt Concrete (AC) Digouts	$235	$115,150	$469	$229,810	$525	$257,250
8	EA	21	Type E Traffic Loops	$492	$10,332	$450	$9,450	$800	$16,800
9	EA	8	Type E Modified Traffic Loops	$492	$3,936	$450	$3,600	$900	$7,200
10	EA	2	Type Q Loops	$492	$984	$450	$900	$900	$1,800
11	EA	4	Replace Manhole Ring and Cover	$1,640	$6,560	$4,585	$18,340	$3,500	$14,000
12	LS	1	Roadway Striping/Markings (In Kind	$87,993	$87,993	$97,630	$97,630	$105,000	$105,000
				Subtotal	$621,211		$840,012		$922,170
G Ave. - N. of E 28th Ave.									
13	LS	1	Moblization	$547	$547	$5,000	$5,000	$3,500	$3,500
14	LS	1	Traffic Control	$1,640	$1,640	$12,000	$12,000	$4,000	$4,000
15	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$1,250	$1,250	$400	$400
16	SF	5100	Cold Mill Asphalt Pavement - 3" Dep	$2	$10,200	$1	$4,845	$2	$11,220
17	TN	92	3" Asphalt Concrete (AC) Pavement	$286	$26,312	$140	$12,880	$313	$28,796
18	LS	1	Roadway Striping/Markings (In Kind	$2,733	$2,733	$1,020	$1,020	$1,100	$1,100
				Subtotal	$42,525		$36,995		$49,016
I Ave. - 18th St. to 24th St.									
19	LS	1	Moblization	$547	$547	$20,000	$20,000	$3,500	$3,500
20	LS	1	Traffic Control	$874	$874	$20,000	$20,000	$40,000	$40,000
21	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$1,250	$1,250	$8,500	$8,500
22	SF	42750	Cold Mill Asphalt Pavement - 1.5" De	$0	$20,520	$1	$21,375	$1	$27,788
23	CY	50	Removal, disposal and replacement	$350	$17,489	$309	$15,450	$285	$14,250
24	TN	385	1.5" Asphalt Concrete (AC) Pavemer	$172	$66,070	$140	$53,900	$185	$71,225
25	TN	112	4" Asphalt Concrete (AC) Digouts	$312	$34,890	$469	$52,528	$570	$63,840
26	SY	4170	Type II Slurry W/Polymer (21st to 24	$2	$9,549	$4	$16,555	$3	$10,425

				RAL Investment Corp 10065 Old Grove Road		ATP General Eng 4211 Ponderosa Ave San Diego, 92123		Griffith Company 13400 Sabre Spring San Diego 92128	
27	EA	4	Replace Manhole Ring and Cover	$1,640	$6,558	$4,585	$18,340	$3,500	$14,000
28	LS	1	Roadway Striping/Markings (In Kind	$18,582	$18,582	$12,204	$12,204	$13,500	$13,500
				Subtotal	$176,172		$231,602		$267,028
Olive Ave. - 8th St. to Plaza St.									
29	LS	1	Moblization	$547	$547	$12,000	$12,000	$2,500	$2,500
30	LS	1	Traffic Control	$1,640	$1,640	$16,000	$16,000	$17,000	$17,000
31	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$1,250	$1,250	$400	$400
32	SF	27200	Cold Mill Asphalt Pavement - 2" Dep	$1	$19,312	$1	$16,864	$1	$17,680
33	TN	380	2" Asphalt Concrete (AC) Pavement	$196	$74,351	$140	$53,200	$185	$70,300
34	LS	1	Roadway Striping/Markings (In Kind	$17,052	$17,052	$3,552	$3,552	$4,000	$4,000
				Subtotal	$113,995		$102,866		$111,880
Earle Dr. - Harbison to 16th									
35	LS	1	Moblization	$1,640	$1,640	$12,000	$12,000	$2,500	$2,500
36	LS	1	Traffic Control	$4,919	$4,919	$18,000	$18,000	$23,000	$23,000
37	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$1,250	$1,250	$8,000	$8,000
38	SF	44000	Cold Mill Asphalt Pavement - 1.5" De	$1	$28,600	$0	$20,680	$1	$28,600
39	CY	2	Removal, disposal and replacement	$1,640	$3,280	$309	$618	$25	$50
40	TN	400	1.5" Asphalt Concrete (AC) Pavemer	$196	$78,264	$140	$56,000	$185	$74,000
41	TN	2	6" Asphalt Concrete (AC) Digouts	$1,640	$3,280	$469	$938	$570	$1,140
42	EA	1	Reset Survey Monument	$1,640	$1,640	$500	$500	$5,000	$5,000
43	LS	1	Roadway Striping/Markings (In Kind	$19,238	$19,238	$9,552	$9,552	$11,000	$11,000
				Subtotal	$141,954		$119,538		$153,290
Seawind, Calle Delgado, Meadow Dr.									
44	LS	1	Moblization	$547	$547	$10,000	$10,000	$2,500	$2,500
45	LS	1	Traffic Control	$1,640	$1,640	$13,000	$13,000	$16,000	$16,000
46	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$1,250	$1,250	$400	$400
47	SF	24000	Cold Mill Asphalt Pavement - 1.5" De	$1	$17,520	$0	$11,520	$1	$15,600
48	TN	220	3" Asphalt Concrete (AC) Pavement	$273	$60,119	$140	$30,800	$185	$40,700
49	LS	1	Roadway Striping/Markings (In Kind	$18,582	$18,582	$4,620	$4,620	$5,000	$5,000
				Subtotal	$99,501		$71,190		$80,200
Area 1									
50	LS	1	Moblization	$3,826	$3,826	$75,000	$75,000	$15,000	$15,000
51	LS	1	Traffic Control	$8,198	$8,198	$60,000	$60,000	$75,000	$75,000
52	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$4,450	$4,450	$8,000	$8,000
53	SY	36500	Type II Slurry W/Polymer	$2	$83,585	$3	$110,960	$3	$91,250
54	SF	180150	Cold Mill Asphalt Pavement - 1.5" De	$0	$63,053	$0	$82,869	$1	$117,098
55	TN	1625	1.5" Asphalt Concrete (AC) Pavemer	$169	$275,308	$140	$227,500	$184	$299,000
56	TN	120	6" Asphalt Concrete (AC) Digouts	$350	$41,974	$469	$56,280	$570	$68,400
57	EA	8	Reset Survey Monuments	$1,640	$13,117	$500	$4,000	$5,000	$40,000
58	LS	1	Roadway Striping/Markings (In Kind	$410,996	$410,996	$114,426	$114,426	$125,000	$125,000
				Subtotal	$901,149		$735,485		$838,748
Area 2									
59	LS	1	Moblization	$10,931	$10,931	$100,000	$100,000	$15,000	$15,000
60	LS	1	Traffic Control	$22,955	$22,955	$80,000	$80,000	$45,000	$45,000

				RAL Investment Corp 10065 Old Grove Road		ATP General Eng 4211 Ponderosa Ave San Diego, 92123		Griffith Company 13400 Sabre Spring San Diego 92128	
61	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$5,520	$5,520	$250	$250
62	SY	107500	Type II Slurry W/Polymer	$2	$247,250	$3	$318,200	$3	$268,750
63	SF	262300	Cold Mill Asphalt Pavement - 1.5" De	$0	$76,067	$0	$123,281	$1	$170,495
64	TN	2360	1.5" Asphalt Concrete (AC) Pavemer	$164	$386,946	$140	$330,400	$191	$450,760
65	TN	35	6" Asphalt Concrete (AC) Digouts	$383	$13,390	$469	$16,415	$570	$19,950
66	EA	6	Reset Survey Monuments	$1,640	$9,840	$500	$3,000	$5,000	$30,000
67	LS	1	Roadway Striping/Markings (In Kind	$277,641	$277,641	$80,860	$80,860	$90,000	$90,000
				Subtotal	$1,046,113		$1,057,676		$1,090,205
Area 3									
68	LS	1	Moblization	$3,826	$3,826	$40,000	$40,000	$3,500	$3,500
69	LS	1	Traffic Control	$8,198	$8,198	$25,000	$25,000	$40,000	$40,000
70	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$1,800	$1,800	$8,000	$8,000
71	SY	39200	Type II Slurry W/Polymer	$2	$89,768	$3	$117,992	$3	$98,000
72	SF	60750	Cold Mill Asphalt Pavement - 1.5" De	$0	$28,553	$0	$28,553	$1	$39,488
73	TN	550	1.5" Asphalt Concrete (AC) Pavemer	$177	$97,394	$140	$77,000	$185	$101,750
74	TN	295	6" Asphalt Concrete (AC) Digouts	$273	$80,535	$469	$138,355	$570	$168,150
75	LS	1	Roadway Striping/Markings (In Kind	$36,399	$36,399	$12,588	$12,588	$13,500	$13,500
				Subtotal	$345,766		$441,288		$472,388
Area 4									
76	LS	1	Moblization	$1,640	$1,640	$13,000	$13,000	$20,000	$20,000
77	LS	1	Traffic Control	$3,279	$3,279	$18,000	$18,000	$20,000	$20,000
78	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$1,250	$1,250	$8,000	$8,000
79	SY	15200	Type II Slurry W/Polymer	$2	$34,808	$3	$47,424	$3	$38,000
80	SF	35500	Cold Mill Asphalt Pavement - 1.5" De	$1	$18,815	$0	$16,685	$1	$23,075
81	TN	320	1.5" Asphalt Concrete (AC) Pavemer	$197	$63,040	$140	$44,800	$190	$60,800
82	EA	12	Reset Survey Monuments	$1,640	$19,680	$500	$6,000	$5,000	$60,000
83	LS	1	Roadway Striping/Markings (In Kind	$20,113	$20,113	$2,844	$2,844	$3,200	$3,200
				Subtotal	$162,468		$150,003		$233,075
Area 5									
84	LS	1	Moblization	$3,061	$3,061	$55,000	$55,000	$12,000	$12,000
85	LS	1	Traffic Control	$6,558	$6,558	$60,000	$60,000	$62,000	$62,000
86	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$4,450	$4,450	$8,000	$8,000
87	SY	30600	Type II Slurry W/Polymer	$2	$70,074	$3	$93,636	$3	$76,500
88	SF	150400	Cold Mill Asphalt Pavement - 1.5" De	$0	$42,112	$0	$70,688	$1	$97,760
89	TN	1355	1.5" Asphalt Concrete (AC) Pavemer	$164	$222,220	$140	$189,700	$184	$249,320
90	TN	105	6" Asphalt Concrete (AC) Digouts	$328	$34,440	$469	$49,245	$570	$59,850
91	EA	3	Type E Traffic Loop	$492	$1,476	$450	$1,350	$800	$2,400
92	EA	1	Type E Modified Traffic Loop	$492	$492	$450	$450	$900	$900
93	LS	1	Roadway Striping/Markings (In Kind	$135,869	$135,869	$76,856	$76,856	$85,000	$85,000
				Subtotal	$517,395		$601,375		$653,730
Area 6									
94	LS	1	Moblization	$2,733	$2,733	$70,000	$70,000	$15,000	$15,000
95	LS	1	Traffic Control	$6,012	$6,012	$80,000	$80,000	$95,000	$95,000
96	LS	1	SWPPP, Water Quality Control	$1,093	$1,093	$4,450	$4,450	$12,000	$12,000

				RAL Investment Corp 10065 Old Grove Road		ATP General Eng 4211 Ponderosa Ave San Diego, 92123		Griffith Company 13400 Sabre Spring San Diego 92128	
97	SY	26600	Type II Slurry W/Polymer	$2	$60,914	$3	$80,864	$3	$66,500
98	SF	233900	Cold Mill Asphalt Pavement - 1.5" De	$0	$70,170	$0	$109,933	$1	$152,035
99	TN	2105	1.5" Asphalt Concrete (AC) Pavemer	$158	$333,621	$140	$294,700	$187	$393,635
100	TN	255	6" Asphalt Concrete (AC) Digouts	$240	$61,320	$469	$119,595	$570	$145,350
101	EA	3	Type E Traffic Loop	$492	$1,476	$450	$1,350	$800	$2,400
102	EA	1	Type E Modified Traffic Loop	$492	$492	$450	$450	$900	$900
103	LS	1	Roadway Striping/Markings (In Kind	$67,224	$67,224	$18,396	$18,396	$20,000	$20,000
				Subtotal	$605,055		$779,738		$902,820
BID ALTERNATE 1 - L Ave. - 16th St. to 30th.									
104	LS	1	Moblization	$1,580	$1,580	$10,000	$10,000	$5,000	$5,000
105	LS	1	Traffic Control	$3,687	$3,687	$25,000	$25,000	$80,000	$80,000
106	LS	1	SWPPP, Water Quality Control	$1,023	$1,023	$4,450	$4,450	$12,000	$12,000
107	SF	176500	Cold Mill Asphalt Pavement - 1.5" De	$0	$82,955	$0	$82,955	$1	$88,250
108	CY	100	Removal, disposal and replacement	$158	$15,800	$309	$30,900	$475	$47,500
109	TN	1600	1.5" Asphalt Concrete (AC) Pavemer	$158	$252,800	$140	$224,000	$189	$302,400
110	TN	290	6" Asphalt Concrete (AC) Digouts	$226	$65,540	$469	$136,010	$750	$217,500
111	EA	6	Type E Traffic Loops	$474	$2,844	$450	$2,700	$800	$4,800
112	EA	3	Type E Modified Traffic Loops	$474	$1,422	$450	$1,350	$900	$2,700
113	EA	2	Replace Manhole Ring and Cover	$1,580	$3,160	$4,585	$9,170	$3,500	$7,000
114	EA	1	Reset Survey Monument	$1,580	$1,580	$500	$500	$5,000	$5,000
115	LS	1	Roadway Striping/Markings (In Kind	$34,236	$34,236	$24,672	$24,672	$28,000	$28,000
				Subtotal	$466,627		$551,707		$800,150
BID ALTERNATE 2									
116	EA	26	Reset Survey Monuments (Throughc	$1,580	$41,080	$500	$13,000	$5,000	$130,000
				Subtotal	$41,080		$13,000		$130,000
Pedestrian Safety Enhancements project CIP 22-16									
117	LS	1	Mobilization/Demobilization	$22,720	$22,720	$10,000	$10,000	$15,000	$15,000
118	LS	1	Water Polution Control	$1,103	$1,103	$1,000	$1,000	$15,000	$15,000
119	LS	1	Surveying and Construction Staking	$3,862	$3,862	$4,500	$4,500	$20,000	$20,000
120	LS	1	Traffic Control and Pedestrian Contr	$552	$552	$31,050	$31,050	$85,000	$85,000
121	LS	1	Construct ADA Curb Ramp (All Types	$16,552	$16,552	$29,400	$29,400	$48,000	$48,000
122	SF	165	Construct Typical Pavement Section	$50	$8,250	$28	$4,620	$80	$13,200
123	LS	1	Clearing and Grubbing	$7,172	$7,172	$10,000	$10,000	$16,000	$16,000
124	LS	1	Signing and Striping	$105,932	$105,932	$63,420	$63,420	$70,000	$70,000
125	LS	1	Traffic Signal Modification	$693,415	$693,415	$628,400	$628,400	$744,033	$744,033
126	LS	1	Construct PCC Rolled Curb per SDRS	$4,966	$4,966	$5,800	$5,800	$40,000	$40,000
127	SY	1470	Place Type II Slurry Seal	$2	$3,396	$6	$8,585	$31	$45,570
128	SF	23337	Construct 1.5" Mill and Overlay	$3	$60,443	$4	$86,347	$6	$149,357
129	SF	5225	Remove and Dispose Existing 6" Pav	$12	$60,610	$25	$129,580	$22	$114,950
				Subtotal	**$988,973**		**$1,012,702**		**$1,376,110**
				Total	**$6,269,983**		**$6,745,176**		**$8,080,808**

OWNER - CONTRACTOR AGREEMENT

FY24 AND FY25 PAVEMENT REHABILITATION PROJECT – CIP 23-15

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **MARTIN MARIETTA SAN DIEGO AGGREGATES LLC dba ATP GENERAL ENGINEERING CONTRACTORS ("Contractor"),** 4211 Ponderosa Ave STE C, San Diego, CA 92123, on the **19th day of November, 2024,** for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner.

Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS

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

13. FALSE CLAIMS

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

I have read and understood all of the provisions of this Section 13, above:

_____ (Initial) _____ (Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

_____

Ron Morrison
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney, City of National City

Contractor:
MARTIN MARIETTA SAN DIEGO AGGREGATES LLC dba ATP GENERAL ENGINEERING CONTRACTORS

_____
(Owner/Officer signature)

_____
Print name and title

(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

Engineering & Public Works Department

FY24 & FY25 Pavement Rehab CIP 23-15

Bid Opening Date: 9/13/2024

Engineer's Estimate: FY24 & FY25 Pavement Rehab $4,300,000

				ATP General Eng 4211 Ponderosa Ave San Diego, 92123	
Item Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**
4th St. - NC Blvd. to I-805 Bridge					
1	LS	1	Moblization	$80,000	$80,000
2	LS	1	Traffic Control	$65,000	$65,000
3	LS	1	SWPPP, Water Quality Control	$4,450	$4,450
4	SF	174200	Cold Mill Asphalt Pavement - 1.5" Depth	$0	$80,132
5	CY	100	Removal, disposal and replacement Unsuitable Base/ Subgrade	$309	$30,900
6	TN	1570	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$219,800
7	TN	490	6" Asphalt Concrete (AC) Digouts	$469	$229,810
8	EA	21	Type E Traffic Loops	$450	$9,450
9	EA	8	Type E Modified Traffic Loops	$450	$3,600
10	EA	2	Type Q Loops	$450	$900
11	EA	4	Replace Manhole Ring and Cover	$4,585	$18,340
12	LS	1	Roadway Striping/Markings (In Kind)	$97,630	$97,630
					$840,012
G Ave. - N. of E 28th Ave.					
13	LS	1	Moblization	$5,000	$5,000
14	LS	1	Traffic Control	$12,000	$12,000
15	LS	1	SWPPP, Water Quality Control	$1,250	$1,250
16	SF	5100	Cold Mill Asphalt Pavement - 3" Depth	$1	$4,845
17	TN	92	3" Asphalt Concrete (AC) Pavement with Forti-Fi	$140	$12,880
18	LS	1	Roadway Striping/Markings (In Kind)	$1,020	$1,020
					$36,995
I Ave. - 18th St. to 24th St.					
19	LS	1	Moblization	$20,000	$20,000
20	LS	1	Traffic Control	$20,000	$20,000
21	LS	1	SWPPP, Water Quality Control	$1,250	$1,250
22	SF	42750	Cold Mill Asphalt Pavement - 1.5" Depth	$1	$21,375
23	CY	50	Removal, disposal and replacement Unsuitable Base/ Subgrade	$309	$15,450
24	TN	385	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi (18th. to 21st.)	$140	$53,900
25	TN	112	4" Asphalt Concrete (AC) Digouts	$469	$52,528
26	SY	4170	Type II Slurry W/Polymer (21st to 24th)	$4	$16,555

				ATP General Eng 4211 Ponderosa Ave San Diego, 92123	
Item Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**
27	EA	4	Replace Manhole Ring and Cover	$4,585	$18,340
28	LS	1	Roadway Striping/Markings (In Kind)	$12,204	$12,204
					$231,602
Olive Ave. - 8th St. to Plaza St.					
29	LS	1	Moblization	$12,000	$12,000
30	LS	1	Traffic Control	$16,000	$16,000
31	LS	1	SWPPP, Water Quality Control	$1,250	$1,250
32	SF	27200	Cold Mill Asphalt Pavement - 2" Depth	$1	$16,864
33	TN	380	2" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$53,200
34	LS	1	Roadway Striping/Markings (In Kind)	$3,552	$3,552
					$102,866
Earle Dr. - Harbison to 16th					
35	LS	1	Moblization	$12,000	$12,000
36	LS	1	Traffic Control	$18,000	$18,000
37	LS	1	SWPPP, Water Quality Control	$1,250	$1,250
38	SF	44000	Cold Mill Asphalt Pavement - 1.5" Depth	$0	$20,680
39	CY	2	Removal, disposal and replacement Unsuitable Base/ Subgrade	$309	$618
40	TN	400	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$56,000
41	TN	2	6" Asphalt Concrete (AC) Digouts	$469	$938
42	EA	1	Reset Survey Monument	$500	$500
43	LS	1	Roadway Striping/Markings (In Kind)	$9,552	$9,552
					$119,538
Seawind, Calle Delgado, Meadow Dr.					
44	LS	1	Moblization	$10,000	$10,000
45	LS	1	Traffic Control	$13,000	$13,000
46	LS	1	SWPPP, Water Quality Control	$1,250	$1,250
47	SF	24000	Cold Mill Asphalt Pavement - 1.5" Depth	$0	$11,520
48	TN	220	3" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$30,800
49	LS	1	Roadway Striping/Markings (In Kind)	$4,620	$4,620
					$71,190
Area 1					
50	LS	1	Moblization	$75,000	$75,000
51	LS	1	Traffic Control	$60,000	$60,000
52	LS	1	SWPPP, Water Quality Control	$4,450	$4,450
53	SY	36500	Type II Slurry W/Polymer	$3	$110,960
54	SF	180150	Cold Mill Asphalt Pavement - 1.5" Depth	$0	$82,869
55	TN	1625	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$227,500
56	TN	120	6" Asphalt Concrete (AC) Digouts	$469	$56,280
57	EA	8	Reset Survey Monuments	$500	$4,000
58	LS	1	Roadway Striping/Markings (In Kind)	$114,426	$114,426
					$735,485
Area 2					

				ATP General Eng 4211 Ponderosa Ave San Diego, 92123	
Item Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**
59	LS	1	Moblization	$100,000	$100,000
60	LS	1	Traffic Control	$80,000	$80,000
61	LS	1	SWPPP, Water Quality Control	$5,520	$5,520
62	SY	107500	Type II Slurry W/Polymer	$3	$318,200
63	SF	262300	Cold Mill Asphalt Pavement - 1.5" Depth	$0	$123,281
64	TN	2360	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$330,400
65	TN	35	6" Asphalt Concrete (AC) Digouts	$469	$16,415
66	EA	6	Reset Survey Monuments	$500	$3,000
67	LS	1	Roadway Striping/Markings (In Kind)	$80,860	$80,860
					$1,057,676
Area 3					
68	LS	1	Moblization	$40,000	$40,000
69	LS	1	Traffic Control	$25,000	$25,000
70	LS	1	SWPPP, Water Quality Control	$1,800	$1,800
71	SY	39200	Type II Slurry W/Polymer	$3	$117,992
72	SF	60750	Cold Mill Asphalt Pavement - 1.5" Depth	$0	$28,553
73	TN	550	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$77,000
74	TN	295	6" Asphalt Concrete (AC) Digouts	$469	$138,355
75	LS	1	Roadway Striping/Markings (In Kind)	$12,588	$12,588
					$441,288
Area 4					
76	LS	1	Moblization	$13,000	$13,000
77	LS	1	Traffic Control	$18,000	$18,000
78	LS	1	SWPPP, Water Quality Control	$1,250	$1,250
79	SY	15200	Type II Slurry W/Polymer	$3	$47,424
80	SF	35500	Cold Mill Asphalt Pavement - 1.5" Depth	$0	$16,685
81	TN	320	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$44,800
82	EA	12	Reset Survey Monuments	$500	$6,000
83	LS	1	Roadway Striping/Markings (In Kind)	$2,844	$2,844
					$150,003
Area 5					
84	LS	1	Moblization	$55,000	$55,000
85	LS	1	Traffic Control	$60,000	$60,000
86	LS	1	SWPPP, Water Quality Control	$4,450	$4,450
87	SY	30600	Type II Slurry W/Polymer	$3	$93,636
88	SF	150400	Cold Mill Asphalt Pavement - 1.5" Depth	$0	$70,688
89	TN	1355	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$189,700
90	TN	105	6" Asphalt Concrete (AC) Digouts	$469	$49,245
91	EA	3	Type E Traffic Loop	$450	$1,350
92	EA	1	Type E Modified Traffic Loop	$450	$450
93	LS	1	Roadway Striping/Markings (In Kind)	$76,856	$76,856
					$601,375

				ATP General Eng 4211 Ponderosa Ave San Diego, 92123	
Item Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**
Area 6					
94	LS	1	Moblization	$70,000	$70,000
95	LS	1	Traffic Control	$80,000	$80,000
96	LS	1	SWPPP, Water Quality Control	$4,450	$4,450
97	SY	26600	Type II Slurry W/Polymer	$3	$80,864
98	SF	233900	Cold Mill Asphalt Pavement - 1.5" Depth	$0	$109,933
99	TN	2105	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$294,700
100	TN	255	6" Asphalt Concrete (AC) Digouts	$469	$119,595
101	EA	3	Type E Traffic Loop	$450	$1,350
102	EA	1	Type E Modified Traffic Loop	$450	$450
103	LS	1	Roadway Striping/Markings (In Kind)	$18,396	$18,396
					$779,738
BID ALTERNATE 1 - L Ave. - 16th St. to 30th.					
104	LS	1	Moblization	$10,000	$10,000
105	LS	1	Traffic Control	$25,000	$25,000
106	LS	1	SWPPP, Water Quality Control	$4,450	$4,450
107	SF	176500	Cold Mill Asphalt Pavement - 1.5" Depth	$0	$82,955
108	CY	100	Removal, disposal and replacement Unsuitable Base/ Subgrade	$309	$30,900
109	TN	1600	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	$140	$224,000
110	TN	290	6" Asphalt Concrete (AC) Digouts	$469	$136,010
111	EA	6	Type E Traffic Loops	$450	$2,700
112	EA	3	Type E Modified Traffic Loops	$450	$1,350
113	EA	2	Replace Manhole Ring and Cover	$4,585	$9,170
114	EA	1	Reset Survey Monument	$500	$500
115	LS	1	Roadway Striping/Markings (In Kind)	$24,672	$24,672
					$551,707
BID ALTERNATE 2					
116	EA	26	Reset Survey Monuments (Throughout Project Limits	$500	$13,000
					$13,000
				Total	**$5,732,474.40**

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____

_____ (Notary Seal)

known to me to be _____of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2024-_____, on the **19th day of November, 2024,** has awarded **MARTIN MARIETTA SAN DIEGO AGGREGATES LLC dba ATP GENERAL ENGINEERING CONTRACTORS**, hereinafter designated as the "Principal", the **FY24 and FY25 Pavement Rehabilitation Project – CIP 23-15**

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Five Million Seven Hundred Thirty-Two Thousand Four Hundred Seventy-Four and 40 Cent ($5,732,474.40)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any

wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this_____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2024-_____, on the **19th day of November, 2024,** has awarded **MARTIN MARIETTA SAN DIEGO AGGREGATES LLC dba ATP GENERAL ENGINEERING CONTRACTORS**, hereinafter designated as the "Principal", the **FY24 and FY25 Pavement Rehabilitation Project – CIP 23-15**

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Five Million Seven Hundred Thirty-Two Thousand Four Hundred Seventy-Four and 40 Cent ($5,732,474.40)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) REJECTING ALL BIDS RECEIVED ON MAY 21, 2024 FOR THE FY24 AND FY25 PAVEMENT REHABILITATION PROJECT, CIP NO. 23-15; 2) AWARDING A CONTRACT TO MARTIN MARIETTA SAN DIEGO AGGREGATES, LLC DBA ATP GENERAL ENGINEERING CONTRACTORS IN THE NOT-TO-EXCEED AMOUNT OF $5,732,474 FOR THE FY24 AND FY25 PAVEMENT REHABILITATION PROJECT, CIP NO. 23-15; 3) AUTHORIZING A 10% CONTINGENCY IN THE AMOUNT OF $573,247 FOR ANY UNFORESEEN CHANGES; AND 4) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15 ("Project") will perform pavement rehabilitation through mill and overlay methods, as well as a Type II slurry seal at various locations; and

WHEREAS, the improvement areas were prioritized based on a previous pavement conditions survey, field investigations, and requests from the public and, in addition, staff applied an equitable approach to developing the Project by ensuring improvements were proposed throughout the City, rather than limiting improvements to one or two geographic areas; and

WHEREAS, the City-Wide Pedestrian Safety Enhancement Project, CIP No. 22-16, which is funded in part by a Highway Safety Improvement Program grant (the "Grant"), was included within the bid package for the Project to take advantage of competitive pricing typically realized when quantities for similar line items of work increase; and

WHEREAS, on April 26, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on May 1st and May 3rd, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on May 21, 2024, two (2) bids were received by the 5:00 p.m. deadline; and

WHEREAS, both bidders submitted proposals that significantly exceeded the engineer's estimate and, consequently, staff informed both bidders on June 6, 2024 that the City intended to readvertise the Project, which would include adjustments to the Project scope to align the bids with the budget allocations, after which the Project would be rebid; and

WHEREAS, as a result of the excessive cost of the earlier bids, on August 19, 2024 staff re-advertised the Project on PlanetBids with a revised Project scope in order to receive bids within the budget allocations; and

WHEREAS, on September 5th and September 9th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on September 13, 2024, four (4) bids were received by the 5:00 p.m. deadline; and

WHEREAS, RAL Investment Corporation was the apparent lowest bidder with a total bid amount of $6,269,983.11 but, upon a review of all documents submitted, staff rejected the bid as non-responsive due to the bidder's failure to sign the Verification and Execution document; and

WHEREAS, consequently, staff reviewed the documents submitted by the second lowest bidder, Martin Marietta San Diego Aggregates, LLC dba ATP General Engineering Contractors ("ATP"), and ATP's bid in the total bid amount of $6,745,176.10 was deemed responsive, making them the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, after reviewing the total bid submitted by ATP, City staff determined that the costs for the City-Wide Pedestrian Safety Enhancement Project, CIP No. 22-16 exceeded the Grant funds available for that portion of the Project and negotiated a revised scope of work with ATP that removed the City-Wide Pedestrian Safety Enhancement Project from the scope of work, resulting in a total contract award of $5,732,474; and

WHEREAS, City staff recommends 1) rejecting all bids received on May 21, 2024 for the FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15; 2) awarding a contract to Martin Marietta San Diego Aggregates, LLC dba ATP General Engineering Contractors in the not-to-exceed amount of $5,732,474 for the revised scope of work for the FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15; 3) authorizing a 10% contingency in the amount of $573,247 for any unforeseen changes; and 4) authorizing the Mayor to execute the contract.

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 rejects all bids received on May 21, 2024, for the FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15.

Section 2: That the City Council hereby authorizes the Mayor to execute the contract with Martin Marietta San Diego Aggregates, LLC dba ATP General Engineering Contractors in the not-to-exceed amount of $5,732,474 for the FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15.

Section 3: That the City Council hereby authorizes a 10% contingency in the amount of $573,247 for any unforeseen changes.

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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering**
Prepared by: **Ricardo Rodriguez, Assistant Engineer-Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Awarding a Contract to Metrocell Construction, Inc., for the 8th St. Mobility Hub for the FRANC NEV Shuttle project, CIP No. 22-25.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Metrocell Construction, Inc. in the Not-to-Exceed Amount of $386,125 for the 8th St. Mobility Hub for the FRANC NEV Shuttle Project, CIP No. 22-25; 2) Authorizing a 15% Contingency in the Amount of $57,919 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Clean Mobility Options (CMO) Voucher Pilot Program is an initiative of the California Air Resources Board funded by the California Climate Investment Program. Its primary goal is to provide funding for zero-emission shared mobility options to underserved communities in California.

On August 3, 2021, the City Council adopted Resolution No. 2021-104 authorizing the City's participation in the CMO Voucher Pilot Program from the California Air Resources Board for the Free Ride Around National City (FRANC) Neighborhood Electric Vehicle (NEV) Shuttle Program (the "FRANC").

On December 6, 2022, the City Council adopted Resolution No. 2022-196 thereby appropriating $999,996 from the CMO Voucher Pilot Program for the FRANC, which is intended to provide first and last mile connections for the trolley station as well as connections to other origins and destinations in Downtown and Westside National City.

On June 20, 2023, the City Council adopted Resolution No. 2023-83 awarding an agreement with Circuit Transit, Inc. to provide the FRANC, and Resolution No. 2023-89 authorizing an appropriation in the amount of $400,000 for funding from the San Diego Port District for the FRANC program.

The City of National City submitted a grant request in late 2023 for a Mobility Hub and program at the 8th Street Trolley Station and was notified in Spring of 2024 of the intent to award along with 19 other projects in California.

On March 19, 2024, the City Council adopted Resolution No. 2024-16 approving a railroad right-of-way license agreement and a right of entry permit with San Diego Metropolitan Transit System for the purpose of using a portion of the 8th Street Transit Center parking lot for the construction and use of a solar powered storage area for the FRANC shuttle operation.

The 8th St. Mobility Hub for the FRANC NEV Shuttle Project, CIP No. 22-25, is for the construction of a storage facility to securely store and charge the FRANC shuttles, consisting of a fenced in area and electric vehicle chargers powered by solar panels, which will be constructed at the 8th Street Transit Center parking lot.

On April 3, 2024, bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On April 6 and 13, 2024, the bid solicitation was advertised in local newspapers. On May 30, 2024, one (1) bid was received by the 1:00 p.m. deadline and Metrocell Construction, Inc. was the apparent lowest bidder with a total bid amount of $299,000.

Subsequent to the bid opening, MTS determined that the railroad right-of-way license agreement provided to the City was the wrong agreement template and, instead, a Construction and Maintenance Agreement (CMA) that includes a license and access rights was the appropriate agreement for the uses contemplated. Therefore, the previous railroad right-of way license and right of entry permit approved by the City Council on March 19, 2024 is not applicable and was not executed by MTS. Concurrently with this agenda report, the final CMA that will need to be executed with MTS is included as an item for consideration and approval on the November 19, 2024 City Council Agenda.

Since the low bidder, Metrocell Construction, Inc. was unwilling to maintain their bid until such time as a CMA could be executed between the City and MTS, the City could not proceed with awarding the contract for the 8th St. Mobility Hub for the FRANC NEV Shuttle Project to Metrocell Construction, Inc.

After agreeing to terms with MTS on the CMA, staff re-advertised the project on PlanetBids on September 24, 2024, as well as in the local newspaper on September 28, 2024 and October 4, 2024. On October 17, 2024, three (3) bids were received by the 2:00 pm deadline and Metrocell Construction, Inc. was the apparent lowest bidder with a total bid amount of $386,125. Upon review of all documents submitted, Metrocell Construction, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Metrocell Construction, Inc. in the not-to-exceed amount of $386,125 and authorizing a 15% contingency in the amount of $57,919 to address any unforeseen conditions that may arise.

Attached is the bid opening summary (Exhibit A) and a line-item summary of the three (3) lowest bidders (Exhibit B). Also attached is the Owner-Contractor Agreement (Exhibit C).

FINANCIAL STATEMENT:
Contract Award: $386,125
Expenditure Account No.: 296-10-18-18500-7598-6613296 (FRANC)

15% Contingency: $57,919
Expenditure Account No.: 296-10-18-18500-7598-6613296 (FRANC)

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption – Class 1 Section 15311 Accessory Structures. A Notice of Exemption has been submitted to the State of California Department of Fish and Wildlife, and filed at the San Diego County Assessor/Recorder/County Clerk offices as required.

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Bid Opening Summary
Exhibit B – Summary of Bid Items
Exhibit C – Owner-Contractor Agreement
Exhibit D – Resolution

Exhibit A

BID OPENING SUMMARY

NAME: **8th St. Mobility Hub for the FRANC NEV Shuttle**
CIP NO: **22-25**
DATE: **October 17, 2024**
TIME: **2:00 P.M.**
ESTIMATE: **$320,000**
PROJECT ENGINEER: **Dennis Davies, P.E.**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Metrocell Construction, Inc. 1166 Mildred St. Ontario CA, 91761	**$386,125**	Bond
2	Palm Engineering Construction Company, Inc. 7330 Opportunity Rd., Suite A San Diego, CA 92111	**$548,750**	Bond
3	Fordyce Construction, Inc. 9932 Prospect Ave, #138 Santee, CA 92071	**$796,631**	Bond

Exhibit B

SUMMARY OF BID ITEMS

NAME: 8th St. Mobility Hub for the FRANC NEV Shuttle
CIP NO: 22-25
DATE: October 17, 2024
TIME: 2:00 P.M.
ESTIMATE: $320,000
PROJECT ENGINEER: Dennis Davies, P.E.

				Metrocell Construction, Inc.		Palm Engineering Construction Company, Inc.		Fordyce Construction, Inc.	
Item	Description	Unit	Qty	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
1	Mobilization	LS	1	$37,000.00	$37,000.00	$25,000.00	$25,000.00	$29,057.00	$29,057.00
2	Traffic and Pedistrian Control	LS	1	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$8,402.00	$8,402.00
3	Surveying and Construction Staking	LS	1	$3,500.00	$3,500.00	$9,000.00	$9,000.00	$15,520.00	$15,520.00
4	Construction BMPs / Erosion Control	LS	1	$3,000.00	$3,000.00	$6,000.00	$6,000.00	$4,668.00	$4,668.00
5	Construction Fencing	LS	1	$1,000.00	$1,000.00	$3,500.00	$3,500.00	$5,601.00	$5,601.00
6	Demolition	LS	1	$5,500.00	$5,500.00	$10,000.00	$10,000.00	$19,021.00	$19,021.00
7	PV-Shade Structure	LS	1	$80,000.00	$80,000.00	$117,000.00	$117,000.00	$107,941.00	$107,941.00
8	High Security Steel Cage for NEVs	LS	1	$24,000.00	$24,000.00	$37,000.00	$37,000.00	$162,417.00	$162,417.00
9	Site Furnishing & Sign Improvements	LS	1	$4,500.00	$4,500.00	$15,000.00	$15,000.00	$3,968.00	$3,968.00
10	Power Source Connection w/trench Repair	LS	1	$29,000.00	$29,000.00	$15,000.00	$15,000.00	$115,759.00	$115,759.00
11	Concrete, Curb & Gutter Replacement / Repair	SF	15	$35.00	$525.00	$150.00	$2,250.00	$350.00	$5,250.00
12	Internal Improvements To The Cage Area	LS	1	$21,000.00	$21,000.00	$25,000.00	$25,000.00	$10,852.00	$10,852.00
13	Landscape & Irrigation Repair / Re-configuration	LS	1	$16,000.00	$16,000.00	$6,000.00	$6,000.00	$8,869.00	$8,869.00
14	Landscape Maintenance & Monitoring Period	LS	1	$8,400.00	$8,400.00	$10,000.00	$10,000.00	$817.00	$817.00
15	Drop-Off Location Improvements at Platform Area	LS	1	$29,000.00	$29,000.00	$19,000.00	$19,000.00	$12,136.00	$12,136.00
16	Solar Panel System (Panels & Wiring)	LS	1	$55,000.00	$55,000.00	$50,000.00	$50,000.00	$103,565.00	$103,565.00
17	Security Camera System (Camera & Wiring)	LS	1	$1,600.00	$1,600.00	$5,000.00	$5,000.00	$8,402.00	$8,402.00
18	Electrical Outlets, Stub-Out & Wiring	LS	1	$17,000.00	$17,000.00	$70,000.00	$70,000.00	$8,869.00	$8,869.00
19	Electrical Panels, Inverters and Disconnect Utility Equipment	LS	1	$29,000.00	$29,000.00	$34,000.00	$34,000.00	$110,532.00	$110,532.00
20	NEV Lighting and Enclosure Grounding System	LS	1	$2,800.00	$2,800.00	$35,000.00	$35,000.00	$16,512.00	$16,512.00
21	Level 1 Chargers With 120 Volt, Conduits & Wiring	LS	1	$7,800.00	$7,800.00	$40,000.00	$40,000.00	$33,222.00	$33,222.00
22	MTS Right of Entry Permit	LS	1	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$5,251.00	$5,251.00
				Subtotal	$386,125.00		$548,750.00		$796,631.00
				Total	**$386,125.00**		**$548,750.00**		**$796,631.00**

OWNER - CONTRACTOR AGREEMENT

8th Street Mobility Hub for the Franc NEV Shuttle
CIP NO. 22-25

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Metrocell Construction, Inc. ("Contractor"),** 1166 Mildred St Ontario, CA 91761 on the **19th day of November, 2024,** for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

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

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS

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

13. FALSE CLAIMS

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

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

_____ (Initial) _____ (Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

_____

Ron Morrison, Mayor
City of National City

APPROVED AS TO FORM:

By: _____
Barry Schultz
City Attorney

Contractor:
Metrocell Construction, Inc.

_____
(Owner/Officer signature)

_____
Print name and title

(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

Bid for 8th Street Mobility Hub for the Franc NEV Shuttle
CIP NO. 22-25

Item	Description	Unit	Qty	Unit Price	Line Total
1	Mobilization	LS	1	$37,000.00	$37,000.00
2	Traffic and Pedistrian Control	LS	1	$8,000.00	$8,000.00
3	Surveying and Construction Staking	LS	1	$3,500.00	$3,500.00
4	Construction BMPs / Erosion Control	LS	1	$3,000.00	$3,000.00
5	Construction Fencing	LS	1	$1,000.00	$1,000.00
6	Demolition	LS	1	$5,500.00	$5,500.00
7	PV-Shade Structure	LS	1	$80,000.00	$80,000.00
8	High Security Steel Cage for NEVs	LS	1	$24,000.00	$24,000.00
9	Site Furnishing & Sign Improvements	LS	1	$4,500.00	$4,500.00
10	Power Source Connection w/trench Repair	LS	1	$29,000.00	$29,000.00
11	Concrete, Curb & Gutter Replacement / Repair	SF	15	$35.00	$525.00
12	Internal Improvements To The Cage Area	LS	1	$21,000.00	$21,000.00
13	Landscape & Irrigation Repair / Re-configuration	LS	1	$16,000.00	$16,000.00
14	Landscape Maintenance & Monitoring Period	LS	1	$8,400.00	$8,400.00
15	Drop-Off Location Improvements at Platform Area	LS	1	$29,000.00	$29,000.00
16	Solar Panel System (Panels & Wiring)	LS	1	$55,000.00	$55,000.00
17	Security Camera System (Camera & Wiring)	LS	1	$1,600.00	$1,600.00
18	Electrical Outlets, Stub-Out & Wiring	LS	1	$17,000.00	$17,000.00
19	Electrical Panels, Inverters and Disconnect Utility Equipment	LS	1	$29,000.00	$29,000.00
20	NEV Lighting and Enclosure Grounding System	LS	1	$2,800.00	$2,800.00
21	Level 1 Chargers With 120 Volt, Conduits & Wiring	LS	1	$7,800.00	$7,800.00
22	MTS Right of Entry Permit	LS	1	$2,500.00	$2,500.00
				Subtotal	$386,125.00
				Total	**$386,125.00**

CORPORATE CERTIFICATE

I,_____certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then_____of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I,_____certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then_____of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2024-_____, on the **19th day of November, 2024,** has awarded **Metrocell Construction, Inc.,** hereinafter designated as the "Principal", for the 8th STREET MOBILITY HUB FOR THE FRANC NEV SHUTTLE, CIP NO. 22-25.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Three Hundred Eighty Six Thousand One Hundred Twenty Five ($386,125.00)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this_____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2023-_____, on the **19th day of November, 2024** has awarded **Metrocell Construction, Inc.,** hereinafter designated as the "Principal", for the 8th STREET MOBILITY HUB FOR THE FRANC NEV SHUTTLE, CIP NO. 22-25.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Three Hundred Eighty Six Thousand One Hundred Twenty Five ($386,125.00)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO METROCELL CONSTRUCTION, INC. IN THE NOT-TO-EXCEED AMOUNT OF $386,125 FOR THE 8TH ST. MOBILITY HUB FOR THE FRANC NEV SHUTTLE PROJECT, CIP NO. 22-25; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $57,919 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the Clean Mobility Options ("CMO") Voucher Pilot Program is an initiative of the California Air Resources Board funded by the California Climate Investment Program; and

WHEREAS, on August 3, 2021, the City Council adopted Resolution No. 2021-104 authorizing participation in the CMO Voucher Pilot Program from the California Air Resources Board for the Free Ride Around National City Neighborhood Electric Vehicle Shuttle Program (the "FRANC"); and

WHEREAS, on December 6, 2022, the City Council adopted Resolution No. 2022-196 appropriating $999,996 from the CMO Voucher Pilot Program for the FRANC; and

WHEREAS, the FRANC is intended to provide first and last mile connections for the 8th Street trolley station, as well as connections to other origins and destinations in downtown and westside National City; and

WHEREAS, on June 20, 2023, the City Council adopted Resolution No. 2023-83 awarding an agreement to Circuit Transit, Inc. to provide the FRANC, as well as Resolution No. 2023-89 authorizing an appropriation in the amount of $400,000 for funding from the San Diego Unified Port District for the FRANC program; and

WHEREAS, in late 2023, the City of National City submitted a grant request for a mobility hub and program at the 8th Street trolley station and was notified in the spring of 2024 of the intent to award; and

WHEREAS, the 8th St. Mobility Hub for the FRANC NEV Shuttle Project, CIP No. 22-25 (the "Project"), is for the construction of a storage facility to securely store and charge the FRANC shuttles, consisting of a fenced-in area and electric vehicle chargers powered by solar panels, which will be constructed at the 8th Street Transit Center parking lot; and

WHEREAS, on November 19, 2024, the City Council approved a Construction and Maintenance Agreement with the Metropolitan Transit System ("MTS") for use of a portion of the 8th Street Transit Center property for the 8th St. Mobility Hub, replacing and superseding a previously-approved license agreement with MTS for the same purposes; and

WHEREAS, on September 24, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on September 28th and October 4th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on October 17, 2024, three (3) bids were received by the 2:00 pm deadline; and

WHEREAS, upon review of all documents submitted, Metrocell Construction, Inc.'s bid in the total bid amount of $386,125 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Metrocell Construction, Inc. in the not-to-exceed amount of $386,125 for the 8th St. Mobility Hub for the FRANC NEV Shuttle Project, CIP No. 22-25; 2) authorizing a 15% contingency in the amount of $57,919 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

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 Metrocell Construction, Inc. in the not-to-exceed amount of $386,125 for the 8th St. Mobility Hub for the FRANC NEV Shuttle project, CIP No. 22-25.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $57,919 for any unforeseen changes.

Section 3: 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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Housing Authority**
Prepared by: **Greg Rose, Property Agent**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Eighteenth Amendment to an Option to Purchase Agreement with the County of San Diego for the Purchase of an Open Space Easement. (Parking Authority)
.

RECOMMENDATION:
Approve the Resolution Entitled "Resolution of the Parking Authority of the City of National City, California, Authorizing and Ratifying the Eighteenth Amendment to the Option to Purchase Agreement with the County of San Diego for the Purchase of an Open-Space Easement on a 15.08-acre Parcel of Land at the Southwest Corner of Sweetwater Road and Bonita Center Road that Extends the Escrow for Twelve Months after the Opening of Escrow.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On March 20, 2007, the Parking Authority of the City of National City ("Parking Authority" and "Optionee") entered into an Option to Purchase Agreement ("Option Agreement") with the County of San Diego to purchase an open-space easement attached to the 15.08-acre parcel of land located at the southwest corner of Sweetwater Road and Bonita Center Road (Parcel No. 564-471-11) to develop a commercial project.

The Option Agreement has been subsequently amended in 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 each extending the term of the option Agreement for one year. In 2021 the option was extended for two years and was set to expire on December 31, 2023. The Seventeenth Amendment, dated December 18, 2023, extended the term of the Option Agreement for 30 days and the deadline to close escrow for 6 months after the opening of escrow.

On January 30, 2024, Parking Authority timely exercised its option under the Option Agreement and opened escrow on April 24, 2024, but was unable to meet the conditions for closing escrow. The Eighteenth Amendment would require escrow to close withing twelve (12) months of the Opening of Escrow.

FINANCIAL STATEMENT:
CarMax will pay the City $2,100,000 for approximately 7.19 acres of the 15.08 acres owned by the Parking Authority. The City will immediately pay the County of San Diego the $2,100,000 to purchase the open space easement on the 15.08-acre parcel, allowing CarMax to construct their facility. A Fiscal and Economic Analysis conducted in 2016 found that the CarMax Superstore could generate from $886,000 to $1,342,000 per year in sales tax revenue.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Eighteenth Amendment to Option Agreement
Exhibit B - Resolution

EIGHTEENTH AMENDMENT TO OPTION TO PURCHASE AGREEMENT

This Eighteenth Amendment to Option to Purchase Agreement ("Eighteenth Amendment") is made as of October 22 2024, 2024 ("Effective Date"), by and between the County of San Diego, a political subdivision of the State of California ("County") and the Parking Authority of the City of National City, a public body corporate and politic created pursuant to the Parking Law of 1949 ("Optionee") with reference to the following facts:

RECITALS

1. Optionee owns a 15.08-acre parcel of land at the southwest corner of Sweetwater Road and Bonita Center Road in National City, California, identified as County Assessor Parcel Number 564-4 71-11 ("Property").

2. In 1978, Optionee conveyed to County an easement for open space and/or park and recreational purposes ("Easement") over the Property.

3. Optionee wishes to purchase the Easement from County.

4. On April 3, 2007, County and Optionee entered into an Option to Purchase Agreement ("Option Agreement") setting forth the terms of an option whereby Optionee could purchase the Easement from County.

5. On December 13, 2007, Optionee exercised its option to purchase the Easement, and on March 12, 2008, Optionee and County opened escrow pursuant to the terms of the Option Agreement. The escrow was subsequently cancelled in 2011.

6. Optionee was unable to meet the 90-day deadline for closing escrow and requested that the date for close of escrow be extended to December 31, 2008.

7. On July 2, 2008, County and Optionee executed the First Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2008.

8. Optionee was unable to meet the December 31, 2008 deadline. On October 14, 2008, County and Optionee executed the Second Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2009.

9. Optionee was unable to meet the December 31, 2009 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On December 8, 2009, the parties executed the Third Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2010.

10. Optionee was unable to meet the December 31, 2010 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On January 1, 2011, County and Optionee executed the Fourth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2011.

11. Optionee was unable to meet the December 31, 2011 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year.

On March 6, 2012, County and Optionee executed the Fifth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2012.

12. Optionee was unable to meet the December 31, 2012 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On November 1, 2013, County and Optionee executed the Sixth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2013.

13. Optionee was unable to meet the December 31, 2013 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On December 3, 2014, County and Optionee executed the Seventh Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2014.

14. Optionee was unable to meet the December 31, 2014 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On April 21, 2015, County and Optionee executed the Eighth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2015.

15. On October 21, 2014, the Board of Optionee approved an Exclusive Negotiating Agreement ("ENA") between Optionee and CarMax Auto Superstores California, LLC ("CarMax") to allow Optionee and CarMax to negotiate the potential sale to CarMax of approximately 9.5 acres of the Property.

16. On August 18, 2015, the Board of Optionee approved an Option Agreement ("CarMax Option") between Optionee and CarMax to grant CarMax the right to purchase at least 9.5 acres for not less than $3,500,000 and additional compensation for each square foot in excess of 9.5 acres of the Property.

17. Pursuant to Section 9 of the CarMax Option, a condition precedent to the close of escrow under the CarMax Option between Optionee and CarMax is Optionee's completion of the purchase of the Easement from the County.

18. Optionee was unable to meet the December 31, 2015 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for an additional year. Therefore, on December 28, 2015, the parties executed the Ninth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2016.

19. Optionee was unable to meet the December 31, 2016 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On December 6, 2016, County and Optionee executed the Tenth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2017.

20. Optionee was unable to meet the December 31, 2017 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On December 26, 2017, County and Optionee executed the Eleventh Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2018.

21. Optionee was unable to meet the December 31, 2018 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year.

On December 4, 2018, County and Optionee executed the Twelfth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2019.

22. Optionee was unable to meet the December 31, 2019 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On December 16, 2019, County and Optionee executed the Thirteenth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2020.

23. Optionee was unable to meet the December 31, 2020 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On October 19, 2020, County and Optionee executed the Fourteenth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2021.

24. Due to the change in circumstances, the developable area of the Property was reduced. On December 1, 2020, County and Optionee executed the Fifteenth Amendment, which reduced the Purchase Price of the Easement from $3,000,000 to $2,100,000 to be paid by the Optionee to County in accordance with the Option Agreement.

25. Optionee was unable to meet the December 31, 2021 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for two additional years. On December 31, 2021, County and Optionee executed the Sixteenth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2023.

26. On September 13, 2022, County's Board of Supervisors ("Board") conditionally vacated the Easement and adopted a Resolution of the Board of Supervisors of the County of San Diego Conditionally Vacating Open Space Easement ("Resolution"). The Resolution will be recorded by the Clerk of the Board upon the satisfaction of the following conditions by Optionee: (i) Optionee exercising the option in accordance with the Option Agreement; (ii) Optionee paying County $2.1 million as the purchase price for the Easement; and (iii) Optionee delivering an executed acknowledged deed conveying title to the Walkway Area as provided in the Option Agreement.

26. Optionee was unable to meet the December 31, 2023 deadline and requested, among other things, that the term of the Option Agreement be extended for thirty additional days and that the deadline for close of escrow be extended for six months after the opening of escrow. On December 18, 2023, County and Optionee executed the Seventeenth Amendment, which extended the term of the Option Agreement for thirty days and extended the deadline for close of escrow to six months after the opening of escrow.

27. On January 30, 2024, Optionee timely exercised its option under the Option Agreement and opened escrow on April 24, 2024, but is unable to meet the conditions for closing of escrow. Optionee requests that the deadline for close of escrow be extended for an additional six months.

AGREEMENT

Now, therefore, County and Optionee agree to amend the Option Agreement as follows:

1. Paragraph 9(C)(2) of the Option Agreement is amended to read as follows:

9(C)(2) Close of Escrow; Closing Date. Escrow shall close within twelve (12) months of the Opening of Escrow ("Close of Escrow" or "Closing Date"), unless extended by the mutual agreement of both parties. The terms "Close of Escrow" and/or "Closing Date" shall mean the date the Resolution and title to the Walkway Area are recorded in the Office of the County Recorder of the County of San Diego and the $2.1 purchase price is transferred to County. The Close of Escrow is expressly conditioned on and subject to CarMax processing and recording a final parcel map, a condition precedent to the exercise of CarMax's option agreement with Optionee (the "CarMax Option"), and closing of escrow on the CarMax Option ("Condition of Closing"). Failure to satisfy the aforementioned condition by the Closing Date shall result in the cancellation of Escrow and return of any funds deposited into Escrow by Optionee pursuant to paragraph 9C(5) to Optionee.

2. All other terms and conditions of the Option Agreement remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, County and Optionee have executed this Eighteenth Amendment effective as of the date first written above.

OPTIONEE

Parking Authority of the City of National City,
a public body of corporate and politic created
pursuant to the Parking Law of 1949

By: [redacted]
Benjamin A. Martinez, Secretary

Approved as to form and legality:

By: [redacted]
Barry J. Schultz, City Attorney

COUNTY

County of San Diego,
a political subdivision of the State of California

By: [redacted]
Marko Medved, P. E., CEM, Director
Department of General Services

Approved as form and legality:

By: [redacted]
Inna Zazulevskaya,
Senior Deputy County Counsel

18th Amendment with County - City signatures (CC executed)

Final Audit Report 2024-10-23

Created:	2024-10-23 (Pacific Daylight Time)
By:	Steven Johnson (Steven.Johnson@sdcounty.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhoCAnRI0-69YCzKJvufKonN_ybk1bI5_

"18th Amendment with County - City signatures (CC executed)" History

Document created by Steven Johnson (Steven.Johnson@sdcounty.ca.gov)
2024-10-23 - 2:36:25 PM PDT- IP address: 162.199.186.57

Document emailed to Krista Ellis (Krista.Ellis3@sdcounty.ca.gov) for signature
2024-10-23 - 2:37:44 PM PDT

Email viewed by Krista Ellis (Krista.Ellis3@sdcounty.ca.gov)
2024-10-23 - 3:25:42 PM PDT- IP address: 76.88.32.114

Krista Ellis (Krista.Ellis3@sdcounty.ca.gov) has agreed to the terms of use and to do business electronically with SAN DIEGO COUNTY
2024-10-23 - 3:26:13 PM PDT- IP address: 76.88.32.114

Document e-signed by Krista Ellis (Krista.Ellis3@sdcounty.ca.gov)
Signature Date: 2024-10-23 - 3:26:13 PM PDT - Time Source: server- IP address: 76.88.32.114

Agreement completed.
2024-10-23 - 3:26:13 PM PDT

Powered by Adobe Acrobat Sign

RESOLUTION NO. 2024 –

RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING AND RATIFYING THE EIGHTEENTH AMENDMENT TO THE OPTION TO PURCHASE AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR THE PURCHASE OF AN OPEN-SPACE EASEMENT ON A 15.08 ACRE PARCEL OF LAND AT THE SOUTHWEST CORNER OF SWEETWATER ROAD AND BONITA CENTER ROAD THAT EXTENDS THE ESCROW FOR TWELVE MONTHS AFTER THE OPENING OF ESCROW.

WHEREAS, on March 20, 2007, the Parking Authority of the City of National City ("Parking Authority") entered into an Option to Purchase Agreement ("Option Agreement") with the County of San Diego to purchase an open-space easement attached to the 15.08-acre parcel of land located at the southwest corner of Sweetwater Road and Bonita Center Road (Parcel No. 564-471-11) to develop a commercial project; and

WHEREAS, the Option Agreement has been subsequently amended seventeen times, with fourteen amendments extending the term of the Option Agreement for one year, one amendment changing the purchase price, one amendment extending the Option Agreement for two years, and the most recent amendment extending the term of the Option Agreement for thirty days and extending the deadline for close of escrow for six months after the opening of escrow, among other amendments; and

WHEREAS, the Eighteenth Amendment to the Option Agreement extends the deadline for close of escrow for six additional months, for a total of twelve months after the opening of escrow, to allow CarMax time to prepare and record a Final Parcel Map.

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

Section 1: The Parking Authority of the City of National City authorizes and ratifies the Eighteenth Amendment to the Option to Purchase Agreement by and between the Parking Authority of the City of National City and the County of San Diego to extend the deadline for close of escrow for twelve months from the opening of escrow.

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

PASSED and ADOPTED this 19th day of November 2024.

_____
Ron Morrison, Chairman

ATTEST:

_____
Benjamin A. Martinez, Secretary

APPROVED AS TO FORM:

_____
Barry J. Schultz, Legal Counsel

AGENDA REPORT

Department: **Housing Authority**
Prepared by: **Greg Rose, Property Agent**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Eleventh Amendment to an Option to Purchase Agreement with CarMax. (Parking Authority)

RECOMMENDATION:
Approve the Resolution Entitled "Resolution of the Parking Authority of the City of National City, California, Authorizing and Ratifying the Eleventh Amendment to the Option to Purchase Agreement Between the Parking Authority and CarMax Auto Superstores California, LLC, a Virginia Limited Liability Company, Providing Six Months from Execution of the Eleventh Amendment to Process and Record a Final Parcel Map and Requiring Escrow to Close Two Days after Recording the Final Parcel Map."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Parking Authority of the City of National City ("Parking Authority" or "Authority") owns a 15.08-acre parcel located at the southwest corner of Sweetwater Road and Plaza Bonita Center Way ("Property"). The Authority entered into an Option to Purchase Agreement ("Original Agreement") with CarMax Auto Superstores California, LLC, ("CarMax") on August 18, 2015. CarMax intends to use approximately 7.19 acres of the Property to develop a CarMax Superstore and conduct on-site environmental mitigation and required infrastructure on the Parcel's remaining 7.89 acres.

CarMax is currently working to process and record a Final Parcel Map to create a legal parcel capable of being conveyed by the Authority to CarMax at Closing ("CarMax Property"), based upon the approved Tentative Parcel Map. The Eleventh Amendment ("Amendment") would provide six additional months from October 22, 2024 to record the final map and for the Close of Escrow on the CarMax Property to occur two days after recording the Final Parcel Map.

The Eleventh Amendment also gives CarMax a 21-day termination period which gives CarMax the right to cancel escrow by November 14, 2024. However, the Parking Authority received a letter from CarMax's legal counsel on November 4, 2024 waiving their right to cancel under the Amendment, attached as Exhibit "B."

FINANCIAL STATEMENT:
CarMax will pay the City $2,100,000 for approximately 7.19 acres of the 15.08 acres owned by the Parking Authority. The City will immediately pay the County of San Diego the $2,100,000 to purchase the open space easement on the 15.08-acre parcel, allowing CarMax to construct their facility. A Fiscal and Economic Analysis conducted in 2016 found that the CarMax Superstore could generate from $886,000 to $1,342,000 per year in sales tax revenue.

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

EXHIBITS:
Exhibit A – Eleventh Amendment
Exhibit B – Letter Waiving Cancellation
Exhibit C – Resolution

ELEVENTH AMENDMENT
TO
OPTION AGREEMENT

This ELEVENTH AMENDMENT TO OPTION AGREEMENT (this "**Amendment**") is entered into as of October 22, 2024 (the "**Effective Date**"), by and between THE PARKING AUTHORITY OF THE CITY OF NATIONAL CITY, a public body corporate and politic (the "**Authority**") and CARMAX AUTO SUPERSTORES, INC., a Virginia corporation (the "**Optionee**").

RECITALS

A. The Authority and Optionee or Optionee's predecessor-in-interest, as applicable, are parties to that certain Option Agreement (CarMax, National City, California) dated as of August 18, 2015, as amended by that certain First Amendment to Option Agreement dated as of May 3, 2016, that certain Second Amendment to Option Agreement dated as of August 26, 2016, that certain Third Amendment to Option Agreement dated as of January 26, 2017, that certain Fourth Amendment to Option Agreement dated as of September 5, 2017, that certain Fifth Amendment to Option Agreement dated as of December 6, 2018, that certain Sixth Amendment to Option Agreement dated as of February 19, 2019, that certain Seventh Amendment to Option Agreement dated as of November 19, 2019, that certain Eighth Amendment to Option Agreement dated as of December 1, 2020, that certain Ninth Amendment to Option Agreement dated as of December 7, 2021, and that certain Tenth Amendment to Option Agreement dated as of December 31, 2023 (collectively, the "**Original Agreement**"), relating to certain real property in National City, California (the "**Property**").

B. Optionee has been in the process of obtaining all necessary Permits and Approvals for its intended use, and has obtained a City-approved Tentative Parcel Map, in anticipation of processing and recording the Final Parcel Map (defined below).

C. The parties desire to amend the Original Agreement as hereinafter provided.

D. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Original Agreement. The Original Agreement, as modified by this Amendment, shall be referred to herein as the "**Agreement**."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Deposit of Purchase Price. The parties acknowledge that Optionee has deposited the balance of the Purchase Price (as defined in Section 6(a) of the Agreement, as subsequently amended), in the total amount of $2.1 Million ($2,100,000), into Escrow as set forth in Section 6(b)(1) (the "**Purchase Price Deposit**"). Notwithstanding anything in the Agreement to the contrary, within twenty-one (21) days following the Effective Date, Optionee shall have the sole and absolute right to elect to terminate this Agreement upon written notice given to the Authority prior to the expiration of such 21-day period (the "**Termination Notice**"). If Optionee timely provides the Termination Notice to the Authority, then this Agreement shall terminate and the

Purchase Price Deposit will be immediately returned to Optionee. If Optionee does not timely provide the Termination Notice to the Authority, then this Agreement shall remain in full force and effect.

2. Recording Final Parcel Map. Section 8(a) of the Original Agreement is hereby amended by deleting the first sentence thereof and inserting the following in lieu thereof: "Optionee shall have until six (6) months following the Effective Date of the Eleventh Amendment to process and record a Final Parcel Map (the "**Final Parcel Map**") creating the Property (identified as Proposed Parcel 1 on the Exhibit A attached hereto, comprised of approximately 7.19 acres) as a legal parcel capable of being conveyed by the Authority to Optionee at Closing, based upon the approved Tentative Parcel Map."

3. Closing Date. Section 10 of the Original Agreement is hereby amended by deleting the first two (2) sentences thereof and inserting the following in lieu thereof: "Closing shall occur two (2) days following the recordation of the Final Parcel Map."

4. General. Except as expressly amended hereby, the terms and conditions of the Original Agreement shall remain unmodified and in full force and effect. This Amendment may be executed in counterparts, all of which evidence only one agreement, binding on all parties, even though they are not signatories to the same counterpart. If any term, covenant or condition of this Amendment or its application to any person or circumstances shall be held to be invalid or unenforceable, the remainder of this Amendment and the application of such term or provision to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law. The terms of this Amendment are binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. This Amendment shall be governed by the laws of the State of California.

Signatures continued on following page

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

AUTHORITY:

PARKING AUTHORITY OF THE CITY
OF NATIONAL CITY

By: [redacted]
Name: Benjamin A. Martinez
Title: Secretary

Approved as to Form:

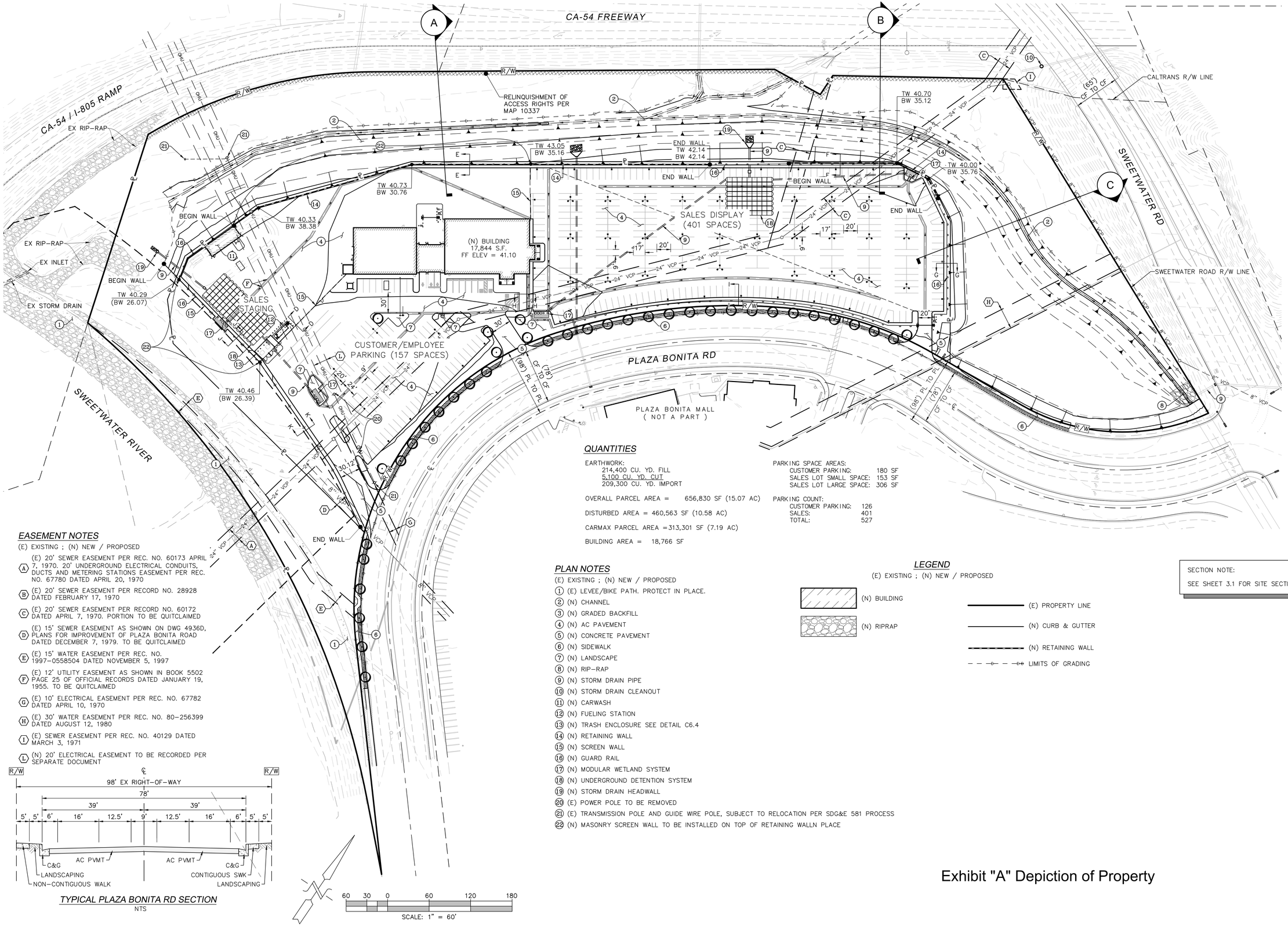
By: [redacted]
Name: Barry J. Schultz
Legal Counsel for the Parking Authority
of the City of National City

OPTIONEE:

CARMAX AUTO SUPERSTORES, INC.,
a Virginia corporation

[redacted]

By: [redacted]
K. Douglass Moyers, Vice President



QUANTITIES

EARTHWORK:
- 214,400 CU. YD. FILL
- 5,100 CU. YD. CUT
- 209,300 CU. YD. IMPORT

OVERALL PARCEL AREA = 656,830 SF (15.07 AC)

DISTURBED AREA = 460,563 SF (10.58 AC)

CARMAX PARCEL AREA = 313,301 SF (7.19 AC)

BUILDING AREA = 18,766 SF

PARKING SPACE AREAS:
- CUSTOMER PARKING: 180 SF
- SALES LOT SMALL SPACE: 153 SF
- SALES LOT LARGE SPACE: 306 SF

PARKING COUNT:
- CUSTOMER PARKING: 126
- SALES: 401
- TOTAL: 527

EASEMENT NOTES

(E) EXISTING ; (N) NEW / PROPOSED

- (A) (E) 20' SEWER EASEMENT PER REC. NO. 60173 APRIL 7, 1970. 20' UNDERGROUND ELECTRICAL CONDUITS, DUCTS AND METERING STATIONS EASEMENT PER REC. NO. 67780 DATED APRIL 20, 1970
- (B) (E) 20' SEWER EASEMENT PER RECORD NO. 28928 DATED FEBRUARY 17, 1970
- (C) (E) 20' SEWER EASEMENT PER RECORD NO. 60172 DATED APRIL 7, 1970. PORTION TO BE QUITCLAIMED
- (D) (E) 15' SEWER EASEMENT AS SHOWN ON DWG 4936D, PLANS FOR IMPROVEMENT OF PLAZA BONITA ROAD DATED DECEMBER 7, 1979. TO BE QUITCLAIMED
- (E) (E) 15' WATER EASEMENT PER REC. NO. 1997-0558504 DATED NOVEMBER 5, 1997
- (F) (E) 12' UTILITY EASEMENT AS SHOWN IN BOOK 5502 PAGE 25 OF OFFICIAL RECORDS DATED JANUARY 19, 1955. TO BE QUITCLAIMED
- (G) (E) 10' ELECTRICAL EASEMENT PER REC. NO. 67782 DATED APRIL 10, 1970
- (H) (E) 30' WATER EASEMENT PER REC. NO. 80-256399 DATED AUGUST 12, 1980
- (I) (E) SEWER EASEMENT PER REC. NO. 40129 DATED MARCH 3, 1971
- (L) (N) 20' ELECTRICAL EASEMENT TO BE RECORDED PER SEPARATE DOCUMENT

TYPICAL PLAZA BONITA RD SECTION
NTS

60 30 0 60 120 180
SCALE: 1" = 60'

PLAN NOTES

(E) EXISTING ; (N) NEW / PROPOSED

1. (E) LEVEE/BIKE PATH. PROTECT IN PLACE.
2. (N) CHANNEL
3. (N) GRADED BACKFILL
4. (N) AC PAVEMENT
5. (N) CONCRETE PAVEMENT
6. (N) SIDEWALK
7. (N) LANDSCAPE
8. (N) RIP-RAP
9. (N) STORM DRAIN PIPE
10. (N) STORM DRAIN CLEANOUT
11. (N) CARWASH
12. (N) FUELING STATION
13. (N) TRASH ENCLOSURE SEE DETAIL C6.4
14. (N) RETAINING WALL
15. (N) SCREEN WALL
16. (N) GUARD RAIL
17. (N) MODULAR WETLAND SYSTEM
18. (N) UNDERGROUND DETENTION SYSTEM
19. (N) STORM DRAIN HEADWALL
20. (E) POWER POLE TO BE REMOVED
21. (E) TRANSMISSION POLE AND GUIDE WIRE POLE, SUBJECT TO RELOCATION PER SDG&E 581 PROCESS
22. (N) MASONRY SCREEN WALL TO BE INSTALLED ON TOP OF RETAINING WALLN PLACE

LEGEND

(E) EXISTING ; (N) NEW / PROPOSED

- (N) BUILDING
- (N) RIPRAP
- (E) PROPERTY LINE
- (N) CURB & GUTTER
- (N) RETAINING WALL
- LIMITS OF GRADING

SECTION NOTE:
SEE SHEET 3.1 FOR SITE SECTIONS

Exhibit "A" Depiction of Property

Civil Engineering · Environmental
Land Surveying
2442, Second Avenue
San Diego, CA 92101
(619)232-9200 (619)232-9210 Fax
REC Consultants, Inc.

NOT RELEASED FOR CONSTRUCTION

REVISIONS: SP NO.	DATE	DESCRIPTION	DRAWN BY:

CARmax
12800 TUCKAHOE CREEK PKWY RICHMOND, VA 23238
804-747-0422 | CARMAX.COM
NATIONAL CITY, CALIFORNIA

PROJECT NO
DATE JUNE 7, 2023
SHEET TITLE SITE PLAN
SHEET NO C3.0

Kennerly Lamishaw & Rossi LLP

Tel: 213.312.1250
Fax: 213.312.1266

707 Wilshire Blvd., Suite 1400
Los Angeles, CA 90017

Direct Dial: (213) 426-2080
Email: mlamishaw@klrfirm.com

www.klrfirm.com
File No: 0100.0078

November 4, 2024

Sent Via Email (bmartinez@nationalcityca.gov)

Parking Authority of the City of National City
City Manager's Office
1243 National City Boulevard
National City, CA 91950-4301
Attn: Benjamin A. Martinez

Re: CarMax/National City, CA

Gentlemen:

Reference is made to that certain Option Agreement made as of August 18, 2015 by and between the Parking Authority of the City of National City, a public body corporate and politic (the "Authority") and the predecessor-in-interest to CarMax Auto Superstores, Inc., a Virginia corporation ("Optionee"), as same has been amended (the "Option Agreement"), most recently by that certain Eleventh Amendment to Option Agreement dated as of October 22, 2024 (the "11th Amendment").

Pursuant to Section 1 of the 11th Amendment, this letter shall constitute confirmation that Optionee will *not* be electing to terminate the Option Agreement, which shall remain in full force and effect. Accordingly, we look forward to acquiring the Property following the recordation of the Final Parcel Map, as set forth in the 11th Amendment.

Thank you.

Very truly yours,

Matthew I. Lamishaw
KENNERLY LAMISHAW & ROSSI LLP

cc: CarMax Team (via Email)
Richard E. Romero, Esq. (via Email)
Carlos Aguirre (via Email)

RESOLUTION NO. 2024-

RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING AND RATIFYING THE ELEVENTH AMENDMENT TO THE OPTION TO PURCHASE AGREEMENT BETWEEN THE PARKING AUTHORITY AND CARMAX AUTO SUPERSTORES CALIFORNIA, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, PROVIDING SIX MONTHS FROM EXECUTION OF THE ELEVENTH AMENDMENT TO PROCESS AND RECORD A FINAL PARCEL MAP AND REQUIRING ESCROW TO CLOSE TWO DAYS AFTER RECORDING THE FINAL PARCEL MAP.

WHEREAS, the Parking Authority of the City of National City ("Authority") owns a 15.08-acre parcel located at the southwest corner of Sweetwater Road and Plaza Bonita Center Way ("Property"); and

WHEREAS, the Authority entered into an Option to Purchase Agreement ("Original Agreement") with CarMax Auto Superstores California, LLC ("CarMax") on August 18, 2015; and

WHEREAS, CarMax intends to use part of the Property to build a CarMax Superstore ("Project"), which also provided for on-site mitigation; and

WHEREAS, the total purchase price in the Original Agreement was not to be less than $3,500,000 for 9.5 acres; and

WHEREAS, on May 3, 2016, the Authority adopted Resolution No. 2016-1 entering into a First Amendment to the Option Agreement to extend the Feasibility Period, and

WHEREAS, the Second Amendment to the Option Agreement was approved and executed in August 2016, to extend the Feasibility Period; and

WHEREAS, on December 6, 2016, the Authority adopted Resolution No. 2016-3 approving the Third Amendment to the Option Agreement, amending the total purchase price to $1,500,000 for 7.7 acres, or $4.40 per square foot, contingent on a reduction of the sales price for the County of San Diego Open Space Easement, and allowing the size and dimension of the Property to be determined by CarMax based upon the total size needed for the CarMax Project; and

WHEREAS, on September 5, 2017, the Authority adopted Resolution No. 2017-2 approving the Fourth Amendment to the Option Agreement, which reduced the sales price to $1,500,000 for 7.63 acres, giving CarMax until September 14, 2018 to obtain all necessary permits, approvals, and the tentative parcel map (the “Permitting Period”), and CarMax would have the right to extend the Permitting Period by up to three (3) successive one (1) month periods, upon prior written notice to the Authority; and

WHEREAS, on December 6, 2018, the City Manager executed the Fifth Amendment, as authorized by the Fourth Amendment, to extend the Permitting Period to February 25, 2019; and

WHEREAS, on February 19, 2019, the City Manager executed a Sixth Amendment to the Option Agreement to extend the Permitting Period from February 25, 2019 to December 4, 2019, with the close of escrow occurring two (2) weeks after the expiration of the Permitting Period, or December 28, 2019; and

WHEREAS, on November 19, 2019, the City Manager executed a Seventh Amendment to extend the Permitting Period from December 4, 2019 to December 31, 2020, with the close of escrow occurring two (2) weeks after the expiration of the Permitting Period, or January 14, 2021; and

WHEREAS, on December 1, 2020, the Authority adopted Resolution No. 2020 - 2 approving the Eighth Amendment to the Option Agreement, which amended the total purchase price to $2,100,000 for 7.19 acres, amended the definition of "Property" to delete entirely the definition of "Residual Parcel" and extended the permitting period from December 31, 2020 until December 31, 2021, giving CarMax time to obtain all necessary permits and approvals; and

WHEREAS, on December 7, 2021, the Authority adopted Resolution No. 2021- 3 approving the Ninth Amendment to the Option Agreement, which extended the permitting period from December 31, 2021 to December 31, 2023; and

WHEREAS, on January 16, 2024, the Authority adopted Resolution No. 2024-1 approving the Tenth Amendment to the Option Agreement, which extended the option period for 30 days from December 31, 2023, required the deposit of the full purchase price into escrow within 90 days of written notice of exercise of the option, and extended the permitting period for six months from depositing the purchase price into escrow; and

WHEREAS, the Eleventh Amendment to Option Agreement amends the Original Agreement by providing six (6) months from October 22, 2024 in order to process and record a Final Parcel Map and requiring escrow to close two (2) days after recording the Final Parcel Map.

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

Section 1: The Parking Authority of the City of National City authorizes and ratifies the Eleventh Amendment to the Option to Purchase Agreement between the Parking Authority and CarMax Auto Superstores California, LLC, providing six months to process and record a Final Parcel Map and requiring escrow to close two days after recording the Final Parcel Map.

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

PASSED and ADOPTED this 19th day of November 2024.

_____
Ron Morrison, Chairman

ATTEST:

_____
Benjamin A. Martinez, Secretary

APPROVED AS TO FORM:

_____
Barry J. Schultz, Legal Counsel

AGENDA REPORT

Department: **Finance**
Prepared by: **Sean Pfeifer, Management Analyst**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
FY 2023-24 Development Impact Fees Annual Report

RECOMMENDATION:
Accept and File the Report.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City of National City requires the payment of development impact fees on new development as authorized by State of California Government Code Section 66000 et seq., which is known as the Mitigation Fee Act. The Mitigation Fee Act requires that an annual report and five-year reports be prepared regarding the collection and use of the Development Impact Fees (DIF fees). Fees collected must be spent in a timely manner. If fees are not spent within a period of 5 years, the report must provide an expenditure plan that justifies keeping the revenues for a longer period. The attached report provides revenue and expenditure information since the inception of the DIFs, fulfills the annual reporting requirements, and addresses future spending plans for the unspent balances.

The development impact fees for Parks and Recreation, Police, Fire, and Library were established in 2005 and have not been updated since that time. The transportation fees were established in 2008 based on a fee study conducted by the San Diego Association of Governments (SANDAG) and have been adjusted annually for inflation based on direction from SANDAG. A consultant has been engaged to assist in reexamining these impact fees to ensure that they continue to reflect the impacts of new development on public facilities as the general plan evolves and the development of the City progresses. Recommendations to adjust the development impact fees will be brought to City Council during calendar year 2025.

FINANCIAL STATEMENT:
Since inception, the City has collected approximately $4.3 million in development impact fees for Parks, Police, Fire and Library facilities and approximately $3.7 million in transportation development impact fees. See the attached report for details.

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

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

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

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – Development Impact Fees Annual Report for Fiscal Year 2023-24

City of National City
Development Impact Fees
Annual Report for Fiscal Year 2023-24

BACKGROUND

In 2005, based on a study completed for the City by MAXIMUS, Inc. and Tischler & Associates, the City Council adopted Resolution No. 2005-17, which established fees to be charged on new development in order to defray all or a portion of the cost of public facilities related to the development project. These fees are known as development impact fees (DIFs) and are permitted pursuant to the California Government Code beginning with Section 66000 (known as the Mitigation Fee Act). Pursuant to that resolution, the City collects impact fees for Police, Fire, Library, and Park facilities. While fees may be adjusted periodically to reflect construction cost increases, the City has not changed its fees since they were first adopted in 2005. The fees for these four categories are as shown in Table A below. In 2024 the City entered into an agreement with David Taussig and Associates to perform a study to recommend updates to the City's DIF rates, with completion of the study expected during Fiscal Year 2024-25.

In 2008, the City Council adopted Ordinance 2310, which added Section 4.52 to the National City Municipal Code (NCMC) to establish a transportation development impact fee (TDIF). This fee was adopted to comply with the San Diego Association of Government's (SANDAG's) Regional Transportation Congestion Improvement Program (RTCIP) that requires the City to charge the fee to maintain eligibility for TransNet sales tax funding for transportation projects. SANDAG conducted a region-wide study which serves as the basis for the fee that was initially established at $2,000 per new residential unit. It is updated annually in accordance with direction provided by SANDAG. As of July 1, 2024, the TDIF is $2,741.97 per residential unit. No fee is collected for non-residential development. While such a fee is provided for in the NCMC, its imposition has been suspended per section 4.52.090.

TABLE A: DEVELOPMENT IMPACT FEE SCHEDULE (non-transportation)

	Facility Type				
	Parks & Recreation	**Library**	**Fire/EMS**	**Police**	**Total**
Residential	**Per Housing Unit**				
Single Family	$858	$172	$126	$318	$1,474
Multi-Family (4 or greater)	$692	$139	$102	$257	$1,190
Mobile Home/Other	$849	$139	$124	$315	$1,427
Non-Residential	Per 1,000 Square Feet/Per Room for Hotel				
Com/Shop Ctr 25,000 SF or less			$1,009	$2,549	$3,558
Com/Shop Ctr 25,001 SF - 50,000 SF			$809	$2,043	$2,852
Com/Shop Ctr 50,001 SF - 100,000 SF			$652	$1,649	$2,301
Com/Shop Ctr 100,001 SF - 200,000 SF			$530	$1,340	$1,870
General Office 10,000 SF or less			$448	$1,133	$1,581
General Office 10,001 SF - 25,000 SF			$400	$1,012	$1,412
General Office 25,001 SF - 50,000 SF			$367	$929	$1,296
General Office 50,001 SF - 100,000 SF			$332	$840	$1,172
Business Park			$282	$713	$995
Industrial Park			$195	$493	$688
Warehousing			$113	$286	$399
Manufacturing			$144	$366	$510
Lodging			$107	$270	$377

REPORTING

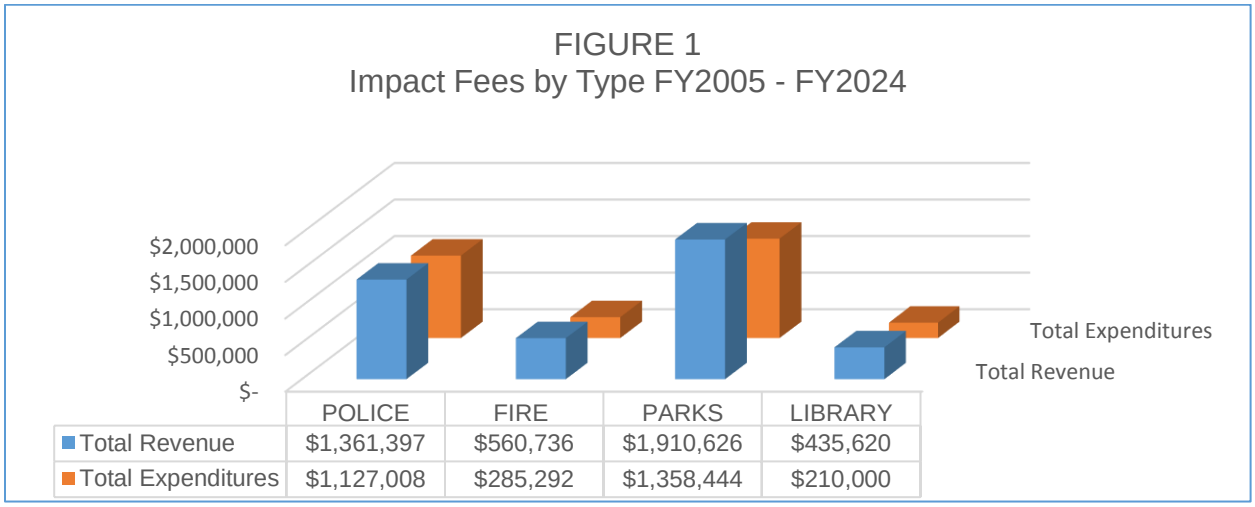
Government Code Section 66006 requires that an annual report be prepared regarding the collection and use of the fees. Fees collected must be spent in a timely manner. If fees are not spent within a period of 5 years, a report must be filed that provides an expenditure plan that justifies keeping revenues for a longer period.

HISTORICAL SUMMARY

Over the last twenty years, for the four facility types shown in Table A, the City has collected a combined total of $4,268,379.76 in development impact fees of which $2,980,774.52 has been spent. A summary of the total amount collected and spent by fiscal year is shown in Table B below followed by a graph (see Figure 1) that summarizes the revenues and expenditures by facility type. Tables C through F below break out the revenues and expenditures by year for those four facility types. The revenues and expenditures by year for the TDIF are shown in Table G below. Ending balances for fiscal year 2023-24 are unaudited.

TABLE B: NATIONAL CITY DEVELOPMENT IMPACT FEES (non-transportation) – SUMMARY

	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	174,369.00	0.00	174,369.00	
FY 2005-06	174,369.00	154,490.36	0.00	328,859.36	
FY 2006-07	328,859.36	190,084.36	191,033.99	327,909.73	
FY 2007-08	327,909.73	148,834.00	0.00	476,743.73	
FY 2008-09	476,743.73	139,018.00	0.00	615,761.73	
FY 2009-10	615,761.73	633,499.80	90,000.00	1,159,261.53	
FY 2010-11	1,159,261.53	59,712.20	0.00	1,218,973.73	
FY 2011-12	1,218,973.73	141,374.00	139,299.05	1,221,048.68	
FY 2012-13	1,221,048.68	94,827.00	193,406.38	1,122,469.30	
FY 2013-14	1,122,469.30	56,444.00	39,759.95	1,139,153.35	
FY 2014-15	1,139,153.35	310,408.00	7,386.00	1,442,175.35	
FY 2015-16	1,442,175.35	52,457.20	1,105,060.00	389,572.55	
FY 2016-17	389,572.55	188,141.00	238,174.81	339,538.74	
FY 2017-18	339,538.74	426,242.80	294,289.04	471,492.50	
FY 2018-19	471,492.50	85,196.00	54,223.00	502,465.50	
FY 2019-20	502,465.50	617,415.00	198,247.00	921,633.50	
FY 2020-21	921,633.50	130,566.00	0.00	1,052,199.50	
FY 2021-22	1,052,199.50	311,414.99	0.00	1,363,614.49	
FY 2022-23	1,363,614.49	147,585.01	0.00	1,511,199.50	
FY 2023-24	1,511,199.50	206,301.04	429,865.30	1,287,635.24	
Total		**4,268,379.76**	**2,980,744.52**	**1,287,635.24**	**69.8%**



FEE METHODOLOGY

There are three (3) methods that were used to determine the fees collected by the City for the Police, Fire, Parks and Library facilities. Each method requires that the spending of funds received be restricted as follows:

1) Plan Based Impact Fees – used for new facilities that will be needed due to the increase in development.
2) Cost Recovery Impact Fees – used to pay for existing facilities where the new development benefits from the remaining capacity and useful life of the facilities.
3) Incremental Expansion Impact Fees – used for expanding existing facilities to serve new development

Fees for Police, Fire, Library, and Parks facilities were calculated using one or more of the methods above depending upon the purpose of the fees.

STATUS OF THE FEE PROGRAM

This section, by facility type, describes the purpose for the fees, provides a history of revenues and expenditures since inception, describes how the money has been spent, and discusses the plans for future spending.

POLICE IMPACT FEES

All three (3) methods were used to calculate Police impact fees. The purpose for the fees as determined in 2005 was to accumulate funding to assist with the cost of a new police substation in conjunction with a new fire station, recover a portion of the costs associated with the police headquarters building and pay for the incremental addition of police vehicles. Revenue and expenditures are detailed below:

TABLE C: NATIONAL CITY POLICE DEVELOPMENT IMPACT FEES

POLICE	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	37,620.75	0.00	37,620.75	100%
FY 2005-06	37,620.75	35,110.86	0.00	72,731.61	100%
FY 2006-07	72,731.61	90,523.08	0.00	163,254.69	100%
FY 2007-08	163,254.69	64,753.00	0.00	228,007.69	100%
FY 2008-09	228,007.69	60,274.00	0.00	288,281.69	100%
FY 2009-10	288,281.69	179,919.00	0.00	468,200.69	100%
FY 2010-11	468,200.69	25,025.00	0.00	493,225.69	100%
FY 2011-12	493,225.69	49,968.00	115,842.78	427,350.91	100%
FY 2012-13	427,350.91	30,743.00	99,433.87	358,660.04	100%
FY 2013-14	358,660.04	30,080.00	19,261.68	369,478.36	100%
FY 2014-15	369,478.36	76,931.00	3,086.09	443,323.27	100%
FY 2015-16	443,323.27	33,240.20	407,043.05	69,520.42	100%
FY 2016-17	69,520.42	70,196.00	1,146.95	138,569.47	100%
FY 2017-18	138,569.47	162,282.80	282,946.90	17,905.37	100%
FY 2018-19	17,905.37	25,979.00	0.00	43,884.37	100%
FY 2019-20	43,884.37	191,468.00	198,247.00	**37,105.37**	81%
FY 2020-21	37,105.37	36,899.00	0.00	74,004.37	0.0%
FY 2021-22	74,004.37	82,252.27	0.00	156,256.64	0.0%
FY 2022-23	156,256.64	32,490.20	0.00	188,746.83	0.0%
FY 2023-24	188,746.83	45,642.31	0.00	234,389.15	0.0%
Total		**1,361,397.47**	**1,127,008.32**	**234,389.15**	**82.8%**

Revenue received from police impact fees since fiscal year 2004-05 totals $1,361,397, of which $1,127,008 has been spent. The current balance in the account is $234,389, all of which comes from fees collected within the last five fiscal years. The funds have been used to make improvements to the Police Department headquarters building and parking structure and to purchase certain vehicular equipment. The new substation has been on hold. The expectation in 2005 was that bonds would be issued by the City to build a new combination fire station and police substation, but a subsequent downturn in economic conditions dictated that those plans be delayed. Instead, the focus has been on improvements to the Police Department headquarters building and parking structure and the purchase of police vehicles to meet increased service demands. The City will continue to apply the revenues received in this account to similar purposes. The balance in the account will be factored into the development of the new Police Development Impact Fee.

FIRE IMPACT FEES

The plan based and cost recovery methods were used to calculate Fire impact fees. The purpose of the fees was to assist with the funding of the relocation and expansion of Station 34, assist with the cost of a future new fire station and associated apparatus, and because of its citywide benefit, recover a portion of the capital costs related to Station 31. Revenue and expenditure details follow:

TABLE D: NATIONAL CITY FIRE DEVELOPMENT IMPACT FEES

FIRE	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	14,933.75	0.00	14,933.75	100%
FY 2005-06	14,933.75	13,906.50	0.00	28,840.25	100%
FY 2006-07	28,840.25	35,910.28	0.00	64,750.53	100%
FY 2007-08	64,750.53	25,663.00	0.00	90,413.53	100%
FY 2008-09	90,413.53	23,867.00	0.00	114,280.53	100%
FY 2009-10	114,280.53	71,297.00	90,000.00	95,577.53	100%
FY 2010-11	95,577.53	13,464.00	0.00	109,041.53	100%
FY 2011-12	109,041.53	19,085.00	15,620.02	112,506.51	100%
FY 2012-13	112,506.51	23,271.00	89,678.76	46,098.75	100%
FY 2013-14	46,098.75	11,909.00	0.00	58,007.75	100%
FY 2014-15	58,007.75	30,514.00	0.00	88,521.75	100%
FY 2015-16	88,521.75	13,037.00	29,561.73	71,997.02	11%
FY 2016-17	71,997.02	27,806.00	6,208.27	93,594.75	0.0%
FY 2017-18	93,594.75	63,724.00	0.00	157,318.75	0.0%
FY 2018-19	157,318.75	10,293.00	54,223.00	113,388.75	0.0%
FY 2019-20	113,388.75	76,997.00	0.00	190,385.75	0.0%
FY 2020-21	190,385.75	14,628.00	0.00	205,013.75	0.0%
FY 2021-22	205,013.75	33,046.73	0.00	238,060.48	0.0%
FY 2022-23	238,060.48	15,204.46	0.00	253,264.94	0.0%
FY 2023-24	253,264.94	22,179.62	0.00	275,444.56	0.0%
Total		**560,736.34**	**285,291.78**	**275,444.56**	**50.9%**

Revenue received from fire impact fees since fiscal year 2004-05 totals $560,736, of which $285,292 has been spent on items including a fire hydrant, fire apparatus, and the acquisition of a modular facility for the Station 33 Squad Program that was set up in El Toyon Park to provide faster response times in the north-eastern portion of the City. The current balance in the account is $275,445, of which $162,056 is from fees paid over the last five fiscal years and $113,389 from the four years prior. The plans for a new fire station as envisioned in 2005 have not materialized. The expectation then was that bonds would be issued by the City to build a new combination fire station and police substation, but those plans were put on hold as described above. Between fiscal years 2022-23 and 2023-24, the City's budget allocated $200,000 in Fire DIF funds towards the design of a new multi-purpose facility and fire station in El Toyon Park. Accumulated and future revenues will provide a small portion of the funding for this future facility. The balance in the account will be factored into the development of the new Fire Development Impact Fee.

PARKS IMPACT FEES

The incremental expansion method was used to calculate Park impact fees. The purpose of the fees was to pay for new improvements in existing parks and the expansion of existing recreation centers to provide additional capacity to accommodate new development. The funds cannot be used for replacement or maintenance of equipment or facilities. Revenue and expenditure details follow:

TABLE E: NATIONAL CITY PARKS DEVELOPMENT IMPACT FEES

PARKS	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	101,454.75	0.00	101,454.75	100%
FY 2005-06	101,454.75	87,864.00	0.00	189,318.75	100%
FY 2006-07	189,318.75	24,302.00	191,033.99	22,586.76	100%
FY 2007-08	22,586.76	48,658.00	0.00	71,244.76	100%
FY 2008-09	71,244.76	45,714.00	0.00	116,958.76	100%
FY 2009-10	116,958.76	317,848.80	0.00	434,807.56	100%
FY 2010-11	434,807.56	6,363.20	0.00	441,170.76	100%
FY 2011-12	441,170.76	60,230.00	7,836.25	493,564.51	100%
FY 2012-13	493,564.51	33,990.00	4,293.75	523,260.76	100%
FY 2013-14	523,260.76	12,040.00	20,498.27	514,802.49	100%
FY 2014-15	514,802.49	169,014.00	4,299.91	679,516.58	100%
FY 2015-16	679,516.58	5,148.00	458,455.22	226,209.36	100%
FY 2016-17	226,209.36	73,102.00	230,819.59	68,491.77	100%
FY 2017-18	68,491.77	166,744.00	11,342.14	223,893.63	100%
FY 2018-19	223,893.63	40,744.00	0.00	264,637.63	100%
FY 2019-20	264,637.63	290,584.00	0.00	555,221.63	57%
FY 2020-21	555,221.63	65,822.00	0.00	621,043.63	0%
FY 2021-22	621,043.63	163,259.15	0.00	784,302.78	0%
FY 2022-23	784,302.78	82,880.36	0.00	867,183.14	0%
FY 2023-24	867,183.14	114,863.62	429,865.30	552,181.47	0%
Total		**1,910,625.88**	**1,358,444.42**	**552,181.47**	**71.1%**

Since 2005 revenue received from park impact fees totals $1,910,626 of which $1,358,444 has been spent on improvements in El Toyon and Kimball parks. The current balance in the account is $552,181, all of which was received during the last five fiscal years. The City expects to encumber the remaining account balance on Las Palmas Park Improvements during the first half of Fiscal Year 2024-25.

LIBRARY IMPACT FEES

The plan-based method was used to calculate Library impact fees. The purpose of the fees was to cover a portion of the costs of the planned construction of a replacement library that was to be twice the size of the then existing library. Outside sources paid for 65% of the construction costs, leaving the City to cover the remaining share for which the City issued general obligation bonds in the amount of $5,970,000. Revenue and expenditure details are as follows:

TABLE F: NATIONAL CITY LIBRARY DEVELOPMENT IMPACT FEES

LIBRARY	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	20,359.75	0.00	20,359.75	100%
FY 2005-06	20,359.75	17,609.00	0.00	37,968.75	100%
FY 2006-07	37,968.75	39,349.00	0.00	77,317.75	100%
FY 2007-08	77,317.75	9,760.00	0.00	87,077.75	100%
FY 2008-09	87,077.75	9,163.00	0.00	96,240.75	100%
FY 2009-10	96,240.75	64,435.00	0.00	160,675.75	100%
FY 2010-11	160,675.75	14,860.00	0.00	175,535.75	100%
FY 2011-12	175,535.75	12,091.00	0.00	187,626.75	100%
FY 2012-13	187,626.75	6,823.00	0.00	194,449.75	100%
FY 2013-14	194,449.75	2,415.00	0.00	196,864.75	100%
FY 2014-15	196,864.75	33,949.00	0.00	230,813.75	38.7%
FY 2015-16	230,813.75	1,032.00	210,000.00	21,845.75	0.0%
FY 2016-17	21,845.75	17,037.00	0.00	38,882.75	0.0%
FY 2017-18	38,882.75	33,492.00	0.00	72,374.75	0.0%
FY 2018-19	72,374.75	8,180.00	0.00	80,554.75	0.0%
FY 2019-20	80,554.75	58,366.00	0.00	138,920.75	0.0%
FY 2020-21	138,920.75	13,217.00	0.00	152,137.75	0.0%
FY 2021-22	152,137.75	32,856.84	0.00	184,994.59	0.0%
FY 2022-23	184,994.59	17,009.99	0.00	202,004.59	0.0%
FY 2023-24	202,004.59	23,615.48	0.00	225,620.07	0.0%
Total		**435,620.07**	**210,000.00**	**225,620.07**	**48.2%**

Revenue received since inception from library impact fees totals $435,620 of which $210,000 has been spent on a portion of the costs to upgrade the National City Library. The current balance in the account is $225,620, of which $145,065 was received during the last five years and $80,554 over the five prior years. The upgrades included a new radio-frequency identification book delivery system, additional bookshelves and other enhancements. The City is evaluating projects that will enhance the Library's ability to accommodate a growing number of users over the next five to ten years. The balance in the account will be factored into the development of the new Library Development Impact Fee.

TRANSPORTATION IMPACT FEES

The purpose of the transportation impact fee is to defray the costs of constructing planned transportation facilities to accommodate increased traffic generated by future development and on improvements that expand capacity on the Regional Arterial System (RAS) as required by the TransNet Regional Transportation Congestion Improvement Program (RTCIP). Eligible projects include such things as road widening, roadway extensions, turning lanes, traffic signal coordination, freeway to arterial interchange improvements, railroad grade separations, and expanded regional express bus and rail transit service.

TABLE G: NATIONAL CITY TRANSPORTATION DEVELOPMENT IMPACT FEES

Transportation	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2008-09	0.00	16,000.00	0.00	16,000.00	100%
FY 2009-10	16,000.00	359,560.00	0.00	375,560.00	100%
FY 2010-11	375,560.00	42,967.78	0.00	418,527.78	100%
FY 2011-12	418,527.78	155,777.41	0.00	574,305.19	100%
FY 2012-13	574,305.19	106,152.06	0.00	680,457.25	100%
FY 2013-14	680,457.25	38,766.64	0.00	719,223.89	100%
FY 2014-15	719,223.89	353,481.76	13,278.79	1,059,426.86	100%
FY 2015-16	1,059,426.86	12,960.14	722,319.26	350,067.74	100%
FY 2016-17	350,067.74	28,145.36	277,680.74	100,532.36	100%
FY 2017-18	100,532.36	498,675.62	115,000.00	484,207.98	38%
FY 2018-19	484,207.98	154,616.42	101,194.84	537,629.56	0.0%
FY 2019-20	537,629.56	1,078,973.70	0.00	1,616,603.26	0.0%
FY 2020-21	1,616,603.26	155,409.86	0.00	1,772,013.12	0.0%
FY 2021-22	1,772,013.12	240,385.55	0.00	2,012,398.67	0.0%
FY 2022-23	2,011,731.73	290,780.44	52,347.50	2,250,164.67	0.0%
FY 2023-24	2,250,164.67	158,126.75	21,095.00	2,387,196.42	0.0%
Total		**3,690,779.49**	**1,302,916.13**	**2,387,863.36**	**35.3%**

Revenue received since inception from transportation impact fees totals $3,690,780, of which $1,281,821 has been spent on the widening of Plaza Boulevard and $21,095 on the Mobility Enhancements project. The current balance in the account is $2,387,863, of which $1,923,676 was received during the last five years and $464,187 in the two years prior. The entire TDIF balance has been appropriated for the Mobility Enhancements project, which includes upgrades and modifications to traffic signals and related infrastructure to address mobility efficiency along major transportation corridors on the regional arterial system.

AGENDA REPORT

Department: Engineering & Public Works
Prepared by: Ricardo Rodriguez, Assistant Engineer
Meeting Date: Tuesday, November 19, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Installation of 19 Feet of Red Curb "No Parking" in Front of the Residence Located at 2130 E. 12th Street to Improve Visibility at the Intersection of E. 12th Street and Grove Street.

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California Authorizing the Installation of 19 Feet of Red Curb "No Parking" in Front of the Residence Located at 2130 E. 12th Street to Improve Visibility at the Intersection of E. 12th Street and Grove Street."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On August 21, 2024, the Traffic Safety Committee approved staff's recommendation for the installation of red curb "No Parking" in front of the residence located at 2130 E. 12th Street.

EXPLANATION:
A resident expressed concerns with visibility at the intersection of E. 12th Street and Grove Street, and requested the installation of red curb to improve visibility for vehicles turning onto E. 12th Street from Grove Street. The anonymous request was submitted via the City's SeeClickFix website.

Staff performed a site evaluation and confirmed that E. 12th Street is a 2-lane residential roadway with available parking on both sides of the street and a speed limit of 25 mph. There is existing red curb on E. 12th Street, east of Grove Street, which explains why the red curb request was only for the west side of the intersection. In addition, E. 12th Street, west of Grove Street, is part of a Class III bike route that continues to the north on Paradise Drive and south on Grove Street. A Class III bike route includes "sharrow" pavement markings and signage to notify drivers to share the road with bicyclists.

Staff sent notices to area residents and presented their findings and recommendations at the Traffic Safety Committee (TSC) Meeting held on May 8, 2024. After discussion, the TSC voted to carry over the item to a subsequent meeting and directed staff to check the traffic collision history at the intersection of E. 12th Street and Grove Street and consider reducing the amount of red curb recommended from 38 feet to 19 feet to preserve one parking space.

Staff obtained the traffic collision history report for the intersection of E. 12th Street and Grove Street from the National City Police Department. The report showed there had been one reported collision in the last four years, categorized as a hit and run with no injuries or fatalities.

Staff presented the item for a second time at the TSC Meeting held on July 10, 2024, with a recommendation to install 19 feet of red curb. The TSC voted to carry over the item to the August TCS meeting for further discussion.

The decision to carry over the item was made to accommodate a request from the resident of 2130 E. 12th Street for a blue curb disabled persons parking space. It shall be noted that the resident was in support of staff's recommendation to install 19 feet of red curb at the intersection to improve visibility.

Staff presented the item for a third time at the TSC Meeting held on August 21, 2024, with a recommendation to install 19 feet of red curb. After discussion, the TSC voted to approve the red curb recommendation made by staff.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:
The cost to install the red curb is approximately $300. Funding is available within the Engineering & Public Works Department Streets Division maintenance and operating budget.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Location Map
Exhibit B – Staff Report to TSC
Exhibit C – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2024-02)

NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JULY 10, 2024

ITEM NO. 2024-02

ITEM TITLE: **REQUEST FOR INSTALLATION OF 19 FEET OF RED CURB IN FRONT OF THE RESIDENCE AT 2130 E 12TH STREET**

PREPARED BY: Ricardo Rodriguez, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

A resident has expressed concern with visibility at the intersection of E 12th Street and Grove Street, and requested the installation of red curb to improve visibility for the vehicles turning onto E 12th Street from Grove Street. The anonymous request was submitted via the SeeClickFix website and was discussed by the Traffic Safety Committee (TSC) during the meeting in May. As a result of the discussion during the meeting, TSC members directed staff to check the traffic collision history at this intersection and follow up with the resident at 2130 E 12th Street regarding a possible request for a blue curb. It should be noted that, prior to the TSC meeting in May, the resident at 2130 E 12th Street mentioned they were interested in requesting a blue curb in front of their residence, however, as of June 26, 2024, a request from this residence has not been received.

In addition to the direction provided, the TSC asked to have the original request modified. The original request was for the installation of 38 feet of red curb, which would impact on-street parking by removing parking for two vehicles. Now with the modification, the request is for 19 feet of red curb, reducing the impact by removing parking for only one vehicle.

Prior to the TSC meeting in May, staff performed a site evaluation and determined that E 12th Street is a 2-lane residential roadway with available parking on both sides of the street and a speed limit of 25 mph. Also, there is red curb on E 12th Street, east of Grove Street, which is why the request is only for one side of the intersection. It is also worth mentioning that E 12th Street, west of Grove Street, is part of a Class III bike route that continues to the north on Paradise Drive and south on Grove Street. A Class III bike route is a street shared with vehicles that is designated for bicycle travel with signage.

Staff visited the site a second time, after the TSC meeting in May, and did not see a lack of available on-street parking. During the second site visit, staff contacted the resident at 2130 E 12th Street and personally delivered a blue curb request form.

Following up on the direction from the TSC, staff requested a traffic collision history report for the intersection of E 12th St and Grove St. The report shows that there has only been one reported collision in the last four years. The collision was categorized as a hit and run with no injuries or fatalities.

STAFF RECOMMENDATION:

Based on the evaluation of existing conditions, staff recommends the installation of 19 feet of red curb “No Parking” on the south side of E 12th Street, west of Grove Street, in front of the residence at 2130 E 12th Street, to improve visibility for vehicles turning onto E 12th Street. This will result in the loss of one (1) on-street parking spaces.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos

2024-02

R #5315 Traffic Signal Issue, 21

https://cw.nationalcityca.gov/Cityworks/WorkManagement/RequestEdit.aspx?RequestId=5315

works

Search...

GONZALEZ, WILLIAM

Service Request | Work Order | Inspection | GIS Search | Projects | Analytics | Reports

st | Email | Print | Save | New | Close

Service Request

iption: Traffic Signal Issue

est Id: 5315

egory:

Priority: Medium

Status: New

ed By: Cwadmin, Cwadmin

Date: 03/29/2023 5:32 PM

ation:

Date:

gency:

WO Needed:

nit To: GONZALEZ, WILLIAM

Date: 03/30/2023 11:04 AM

Name:

Prj. Comp. Date:

e

Date:

ason:

Canceled By:

ed By:

Date:

nents: Add Comment

Sort ▲

03/29/2023 5:32 PM

Incident Information

Address: 2100-2134 E 12th St

City:

State:

Location:

Details: Traffic Signal Issue
Need a red curb as 12th St east to west vehicle traffic is unable to be seen when vehicle is parked there. One must pull out halfway into oncoming traffic to see.

X: -13,033,695.87162490 Y: 3,852,709.70052226

Callers

Last Name	First Name	M.I.	Call Time	Caller Type	Comments
UNKNOWN			3/29/2023 5:32:04 PM		

New Request From Caller

Related Work Activities

a.gov/Cityworks/Inbox/InboxPage.aspx?NodeKey=2

here to search

68°F Partly cloudy

July 2, 2024

RESIDENT/PROPERTY OWNER

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2024-02

REQUEST FOR INSTALLATION OF 19 FEET OF RED CURB IN FRONT OF THE RESIDENCE AT 2130 E 12TH STREET.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, July 10, 2024, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliant. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2024-02.

Sincerely,

[redacted]

Stephen Manganiello
Director of Public Works/City Engineer

SM:rr

Enclosure: Location Map

2024-02

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2024-02)

Location of proposed red curb "No Parking" on E 12th Street (Looking West)

Location of proposed red curb "No Parking" on E 12th Street (Looking South)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF 19 FEET OF RED CURB "NO PARKING" IN FRONT OF THE RESIDENCE LOCATED AT 2130 E. 12TH STREET TO IMPROVE VISIBILITY AT THE INTERSECTION OF E. 12TH STREET AND GROVE STREET.

WHEREAS, a resident expressed concerns with visibility at the intersection of E. 12th Street and Grove Street and requested the installation of red curb to improve visibility for vehicles turning onto E. 12th Street from Grove Street; and

WHEREAS, staff completed a site evaluation and confirmed the following: E. 12th Street is a 2-lane residential roadway with available parking on both sides of the street and a speed limit of 25 mph; there is existing red curb on E. 12th Street, east of Grove Street; E. 12th Street, west of Grove Street, is part of a Class III bike route that continues to the north on Paradise Drive and south on Grove Street; and on-street parking is available during the day; and

WHEREAS, this item was presented to the Traffic Safety Committee on May 8, 2024; and

WHEREAS, staff sent notices to the adjacent properties inviting them to attend the Traffic Safety Committee Meeting and/or to contact staff with any questions; and

WHEREAS, staff presented this item to the Traffic Safety Committee and, after discussion, the Traffic Safety Committee voted to carry over the item to a subsequent meeting and directed staff to check the traffic collision history at the intersection of E. 12th Street and Grove Street and consider reducing the amount of red curb recommended from 38 feet to 19 feet to preserve one parking space; and

WHEREAS, staff reviewed the traffic collision history report for the intersection of E. 12th Street and Grove Street, which showed there had been one reported collision in the last four years, categorized as a hit and run with no injuries or fatalities; and

WHEREAS, this item was presented to the Traffic Safety Committee a second time on July 10, 2024; and

WHEREAS, staff presented this item to the Traffic Safety Committee for a second time, with a recommendation to install 19 feet of red curb, and, after discussion, the Traffic Safety Committee voted to carry over the item to the August meeting to accommodate a request from the resident of 2130 E. 12th Street for a blue curb disabled persons parking space; and

WHEREAS, this item was presented to the Traffic Safety Committee a third time on August 21, 2024; and

WHEREAS, staff presented the item to the Traffic Safety Committee for a third time, with a recommendation to install 19 feet of red curb, and, after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install 19 feet of red curb in front of the residence located at 2130 E. 12th Street; and

WHEREAS, National City Municipal Code section 11.32.140 prohibits stopping or parking at any posted location where parking is restricted or prohibited by resolution of the City Council; and

WHEREAS, if approved by City Council, all work will be performed by City Public Works.

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 installation of 19 feet of red curb "No Parking" in front of the residence located at 2130 E. 12th Street to improve visibility at the intersection of E. 12th Street and Grove Street.

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 19th day of November, 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: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Installation of Time-Restricted "No Parking Street Sweeping" Signs on the East Side of Highland Avenue Between E. 2nd Street and Melrose Street.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of Time-Restricted "No Parking Street Sweeping" Signs "Friday, 4:00 AM to 6:00 AM," with the Exception of City Holidays, on the East Side of Highland Avenue between E. 2nd Street and Melrose Street."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On August 21, 2024, the Traffic Safety Committee unanimously approved the installation of time-restricted "No Parking Street Sweeping" signs (R30B), "Friday, 4:00 AM to 6:00 AM," on the east side of Highland Avenue between E. 2nd Street and Melrose Street.

EXPLANATION:
Mr. Chris Verzosa, property owner of 127 Highland Avenue, has requested the installation of time-restricted "No Parking Street Sweeping" signs on the east side of Highland Avenue between E. 2nd Street and Melrose Street to improve access for scheduled weekly street sweeping services.

The installation of "No Parking Street Sweeping" signs would improve weekly street sweeping services by allowing the sweeper to clear debris along the curbline. Since the posting of "No Parking Street Sweeping" signs would result in a two-hour parking prohibition one day a week, a petition must be signed by at least 60 percent of the property owners located on the east side of Highland Avenue between E. 2nd Street and Melrose Street.

On May 16, 2024, Mr. Verzosa submitted a petition to the Engineering & Public Works Department. Mr. Verzosa is the owner of three out of the five properties located on the east side of Highland Avenue between E. 2nd Street and Melrose Street, meeting the minimum requirement of 60 percent. Staff also notified the owners of the other two properties, inviting them to participate in the Traffic Safety Committee meeting and/or submit any comments or concerns to the Engineering Division.

Engineering Division staff consulted with Public Works Streets Division staff, who confirmed that street sweeping is scheduled for this area every Friday between the hours of 4:00 AM and 6:00 AM, with the exception of City holidays.

Staff presented this item to the Traffic Safety Committee on August 21, 2024, and after discussion, the Traffic Safety Committee voted unanimously to approve staff's recommendation to install "No

Parking Street Sweeping" signs on the east side of Highland Avenue between E. 2nd Street and Melrose Street.

It shall be noted that staff sent notices to the adjacent properties inviting them to the Traffic Safety Committee Meeting and/or to contact staff with any questions. No individuals were in attendance to speak on this item.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:
The cost to install the signage is approximately $500. Funding is available within the Department of Engineering and Public Works Streets Division maintenance and operations budget.

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 – Location Map
Exhibit B – Staff Report to the Traffic Safety Committee on August 21, 2024 (TSC No. 2024-05)
Exhibit C – Resolution

Location Map with Proposed Enhancements (TSC Item: 2024-05)

NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR AUGUST 21, 2024

ITEM NO. 2024-05

ITEM TITLE: **REQUEST TO INSTALL TIME-RESTRICTED "NO PARKING STREET SWEEPING" SIGNS ON THE EAST SIDE OF HIGHLAND AVENUE BETWEEN E. 2ND STREET AND MELROSE STREET.**

PREPARED BY: Luca Zappiello, Associate Engineer - Civil
Engineering & Public Works Department

DISCUSSION:
Mr. Chris Verzosa, property owner of 127 Highland Avenue, has requested the installation of time-restricted "No Parking Street Sweeping" signs on the east side of Highland Avenue between E. 2nd Street and Melrose Street to improve access for scheduled weekly street sweeping services.

The installation of "No Parking Street Sweeping" signs would improve weekly street sweeping services by allowing the sweeper to clear debris along the curbline. Since the posting of "No Parking Street Sweeping" signs would result in a two-hour parking prohibition one day a week, a petition must be signed by at least 60 percent of the property owners located on the east side of Highland Avenue between E. 2nd Street and Melrose Street.

On May 16, 2024, Mr. Verzosa submitted a petition to the Engineering & Public Works Department. Mr. Verzosa is the owner of three out of the five properties located on the east side of Highland Avenue between E. 2nd Street and Melrose Street, meeting the minimum requirement of 60 percent. Staff also notified the owners of the other two properties, inviting them to participate in the meeting and submit any comments or concerns to the Engineering Department.

Engineering staff consulted with the Public Works Streets Division and confirmed that street sweeping is scheduled for this area every Friday between the hours of 4:00 AM and 6:00 AM, with the exception of City holidays.

STAFF RECOMMENDATION:
Staff recommends the installation of time-restricted "No Parking Street Sweeping" signs (R30B), "Friday, 4:00 AM to 6:00 AM," on the east side of Highland Avenue between E. 2nd Street and Melrose Street.

EXHIBITS:
1. Correspondence
2. Public Notice
3. Location Map
4. Photos

2024-05

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

PUBLIC REQUEST FORM

Contact Information

Name: CHRIS VERZOSA

Address: 127 HIGHLAND AVE NAT'L CITY CA 91950

Phone: Email:

(VERZOS)

Request Information

Location:

Request: REQUEST TO INSTALL TIME RESTRICTED "NO PARKING STREET SWEEPING" SIGNS ON THE EAST SIDE OF HIGHLAND AVENUE BETWEEN E. 2ND STREET & MELROSE STREET.

Attachments: ☑ Yes ☐ No Description: PETITION

Internal Use Only:

Request Received By: LUCIA ZAPPIELLO Date: 5/16/24

Received via: ☑ Counter/In-Person ☐ Telephone ☐ Email ☐ Fax ☐ Referral:

Assigned To: LUCIA ZAPPIELLO

Notes:

REQUEST FOR "NO PARKING" STREET SWEEPING SIGNS

PETITION TO REQUEST "NO PARKING" STREET SWEEPING SIGNS ON THE EAST SIDE OF HIGLAND AVENUE BEETWEEN MELOROSE STREET AND EAST 2ND STREET

NAME (PRINT)	SIGNATURE	DATE	STREET ADDRESS
CHRIS VERZOSA		5/16/24	123, 127, 111, 113, 115 HIGHLAND AVE NC/CA 91950

August 8, 2024

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2024-05

REQUEST TO INSTALL TIME-RESTRICTED "NO PARKING STREET SWEEPING" SIGNS "FRIDAY, 4:00 AM TO 6:00 AM" ON THE EAST SIDE OF HIGHLAND AVENUE BETWEEN MELROSE STREET AND EAST 2ND STREET.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, August 21, 2024, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.
You can also join the meeting via Zoom. Please use the following information to call-in to the meeting during the scheduled time:
Join Zoom Meeting from computer
https://zoom.us/j/99693438895?pwd=QW51QnZPN2FaS2tRZnphVnNmYmYxdz09
Join Zoom Meeting by phone
+1 669-900-9128
Meeting ID: 996 9343 8895
Passcode: 754338

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2024-05 or send an email to LZappiello@nationalcityca.gov

Sincerely,

[redacted]

Stephen Manganiello
City Engineer

SM:lz

Enclosure: Location Map
2024-05

Location Map with Proposed Enhancements (TSC Item: 2024-05)

Location of proposed time restricted "No Parking Street Sweeping" signs (looking northeast)

Location of proposed time restricted "No Parking Street Sweeping" signs (looking southeast)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF TIME-RESTRICTED "NO PARKING STREET SWEEPING" SIGNS "FRIDAY, 4:00 AM TO 6:00 AM," WITH THE EXCEPTION OF CITY HOLIDAYS, ON THE EAST SIDE OF HIGHLAND AVENUE BETWEEN E. 2ND STREET AND MELROSE STREET.

WHEREAS, Mr. Chris Verzosa, property owner of 127 Highland Avenue, has requested the installation of time-restricted "No Parking Street Sweeping" signs on the east side of Highland Avenue between E. 2nd Street and Melrose Street to improve access for scheduled weekly street sweeping services, thereby allowing the sweeper to clear debris along the curbline; and

WHEREAS, since the posting of "No Parking Street Sweeping" signs would result in a two-hour parking prohibition one day a week, the applicant was required to circulate and provide a petition signed by at least 60 percent of the property owners located on the east side of Highland Avenue between E. 2nd Street and Melrose Street in support of the signage; and

WHEREAS, on May 16, 2024, Mr. Verzosa submitted a petition to the Engineering & Public Works Department that included his signature, as owner of three of the five properties located on the east side of Highland Avenue between E. 2nd Street and Melrose Street, in support of the installation of "No Parking Street Sweeping" signs, meeting the minimum requirement of 60 percent; and

WHEREAS, staff confirmed that street sweeping is scheduled for this area every Friday between the hours of 4:00 AM and 6:00 AM, with the exception of City holidays; and

WHEREAS, this item was presented to the Traffic Safety Committee on August 21, 2024; and

WHEREAS, staff sent notices to the adjacent properties inviting them to attend the Traffic Safety Committee Meeting and/or to contact staff with any questions; and

WHEREAS, staff presented this item to the Traffic Safety Committee and, after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install "No Parking Street Sweeping" signs to prohibit parking on the east side of Highland Avenue between E. 2nd Street and Melrose Street on Fridays from 4:00 a.m. to 6:00 a.m., with the exception of City holidays; and

WHEREAS, National City Municipal Code section 11.32.140 prohibits stopping or parking at any posted location where parking is restricted or prohibited between hours designated by resolution of the City Council; and

WHEREAS, National City Municipal Code section 11.32.400 prohibits parking at any posted location on the days, and between the hours, designated by the City Council for the purpose of street cleaning; and

WHEREAS, if approved by City Council, all work will be performed by City Public Works.

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 installation of time-restricted "No Parking Street Sweeping" signs "Friday, 4:00 AM to 6:00 AM," with the exception of City holidays, on the east side of Highland Avenue between E. 2nd Street and Melrose Street.

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 19th day of November, 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: **Sophia Depew, Assistant Planner**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for beer and wine sales at an existing restaurant (Mr. Pulpo Seafood) located at 831 East 8th Street.

RECOMMENDATION:
Staff recommends approval of the sale of on-site beer and wine, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of beer and wine is a conditionally-allowed use in the Major Mixed-Use Corridor zone and would be accessory to food sales at the restaurant.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On November 4, 2024, the Planning Commission recommended approval of the CUP by a unanimous vote of those present.

Ayes: Armenta, Castle, Forman, Miller, Quinones, Sanchez, Valenzuela

EXPLANATION:
The operator of Mr. Pulpo Seafood restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant is proposing alcohol sales from 9:00 a.m. to 10:00 p.m. daily. No live entertainment is proposed.

The Planning Commission conducted a public hearing on November 4, 2024, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

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.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Planning Commission Staff Report with attachments
Exhibit B – 11/4/24 Planning Commission PowerPoint slides

Item no. 3
November 4, 2024

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 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (MR. PULPO SEAFOOD) LOCATED AT 831 EAST 8TH STREET.
Case File No.:	2024-20 CUP
Location:	Northeast corner of Highland and East 8th Street
Assessor's Parcel Nos.:	556-414-09-00
Staff report by:	Sophia Depew, Assistant Planner
Applicant:	Saida Gonzalez
Zoning designation:	Major Mixed-Use Corridor (MXC-2)
Adjacent use and zoning:	
North:	Multifamily Residential / MXC-2
East:	Commercial Retail, Nail Salon, Realty Office / MXC-2
South:	Express Gasoline, Burger King / MXC-2
West:	7-Eleven / MXC-2
Environmental review:	Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities)
Staff recommendation:	Approve

Staff Recommendation

Staff recommends approval of the sale of on-site beer and wine, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of beer and wine is a conditionally-allowed use in the Major Mixed-Use Corridor zone and would be accessory to food sales at the restaurant.

Executive Summary

The operator of Mr. Pulpo Seafood restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant is proposing alcohol sales from 9:00 a.m. to 10:00 p.m. daily. No live entertainment is proposed.

Site Characteristics

Mr. Pulpo Seafood is an existing restaurant located at the corner of E 8th Street and Highland Avenue within the Major Mixed-Use Corridor zone. The restaurant is 2,160 square feet in size, with approximately 1,160 square feet dedicated to dining area. The restaurant has 57 seats available in the dining area.

The previous tenant, Cabo Wabo Grill, had a Type 40 ABC license, which is given to bars and taverns that only sell beer. Mr. Pulpo Seafood has replaced the previous nonconforming use with a restaurant.

Proposed Use

The business is proposing to sell on-site beer and wine (ABC Type 41) in conjunction with food sales in the restaurant. Restaurant operating hours and alcohol sales will be 9:00 a.m. to 10:00 p.m. daily. No live entertainment is proposed.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation for Alcohol Sales

Conditions of approval for alcohol sales reflect what the applicant has requested (9:00 a.m. to 10:00 p.m. daily). The applicant has stated that the proposed hours

are the maximum that could be expected, depending on the future success of the business. Current hours are advertised as 9:00 a.m. to 7:00 p.m.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 261 occupants and owners.

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

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held on Tuesday, July 9, 2024 at 11:00 a.m. at the restaurant. The meeting advertisement is attached (Attachment 8). Based on the attached sign-in sheet, ten community members attended the meeting. The questions asked were related to the previous bar use, not the restaurant use with proposed alcohol sales.

Distance Requirements – Chapter 18.030.050 (D) of the Land Use Code (LUC) requires a 660-foot distance from any public school for restaurants serving alcohol. Restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The restaurant is not located within 660 feet of a school and approximately 50% of the floor area is devoted to seating.

Alcohol Sales Concentration/Location
According to the California Department of Alcoholic Beverage Control (ABC), there is one on-site license in census tract 118.02, where a maximum of nine are recommended. Therefore, the census tract is not considered to be over concentrated by ABC with regard to on-site alcohol sales outlets, even with the proposed license. Census Tract 118.02 is located east of Highland Avenue, north of East 8th Street, and west of Palm Avenue.

Police Department (PD)
The ABC Risk Assessment provided by PD allocated a total of 9 points, which places it in the Low Risk category (Low Risk is considered 12 or less points). The Risk Assessment is included as Attachment 6.

Institute for Public Strategies (IPS)

Comments were received from IPS with the following considerations:

1. Require that staff, management, and owner attend an in-person Responsible Beverage Sales and Service training. See the California Alcoholic Beverage Control website for future trainings.
2. Require that litter be removed on a daily basis and graffiti abated within 24 hours.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Attachment 7. The application is for a restaurant use and the proposed alcohol sales are incidental to the primary use. Conditions of approval are included that restrict live entertainment.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales are allowable within Major Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. The use is incidental to the existing restaurant use in a mixed-use area.

2. General Plan Consistency: Alcohol sales is a permitted use, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant with alcohol sales is consistent with the Major Mixed-Use Corridor zone land use designation and the Community Character element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of food service.

4. No Nuisance: The proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members

serving alcohol are required to receive RBSS training. There is no live entertainment proposed on site.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in Major Mixed-Use Corridor zone.

6. Public Convenience and Necessity: The restaurant, a permitted use in the Major Mixed-Use Corridor zone, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add character to the area.

Findings for Denial

The following are findings for denial due to nearby businesses that sell beer and wine:

1. Granting the permit would 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 there is already a restaurant in census tract 118.02 that serves beer and wine.

2. The proposed use is not deemed essential to the public necessity, as there is already a restaurant in the same census tract that serve beer and wine.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the on-site sale of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in Major Mixed-Use Corridor zone. The proposed use would be incidental to the proposed restaurant use in a commercial area. The addition of on-site beer and wine sales is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area. The census tract in which the restaurant is located is not considered over-concentrated with regard to on-sale alcohol licenses. Beer and wine will only be available with the sale of food and the Police Department has classified the establishment as Low Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2024-20 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 2024-20 CUP based on the attached findings or findings to be determined by the Planning Commission; or,

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

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2024-20 CUP, dated 9/25/2024)
4. Public Hearing Notice (Sent to 261 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. IPS Comments
8. Community Meeting Information

RESOLUTION NO. 2024-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (MR. PULPO SEAFOOD) LOCATED AT 831 EAST 8TH STREET
CASE FILE NO. 2024-20 CUP
APN: 556-414-09-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at an existing restaurant (Mr. Pulpo Seafood) located at 831 East 8th Street at a duly advertised public hearing held on November 4, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2024-20 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 November 4, 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 the use is allowable within the Major Mixed-Use Corridor zone pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant with

alcohol sales is consistent with the Major Mixed-Use Corridor zone land use designation and the Community Character element of the General 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 no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

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 no expansion of the building is proposed. The proposed alcohol sales would be incidental to the primary use of food sales.

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 proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in permitted Major Mixed-Use Corridor zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in the Major Mixed-Use Corridor zone, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add character to the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding

uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

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 the sale of beer and wine for on-site consumption at an existing restaurant (Mr. Pulpo Seafood) located at 831 East 8th Street. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024-20 CUP, dated 9/25/2024.
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 Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. 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.
5. 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.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

7. No alcohol sales and consumption practices shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
8. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcoholic beverages shall only be permitted between the hours of 9:00 a.m. to 10:00 p.m. daily.
10. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
11. Alcohol shall be available only in conjunction with the purchase of food.
12. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
13. Litter shall be removed on site on a daily basis and graffiti abated within 24 hours.
14. No live entertainment is permitted without modification of this CUP or issuance of a Temporary Use Permit.
15. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

16. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

<u>Indemnification Agreement</u>

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 November 4, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____

CHAIRPERSON

RESOLUTION NO. 2024-17

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR
BEER AND WINE SALES AT AN EXISTING RESTAURANT (MR. PULPO SEAFOOD)
LOCATED AT 831 EAST 8TH STREET.
CASE FILE NO. 2024-20 CUP
APN: 556-414-09-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at an existing restaurant (Mr. Pulpo Seafood) located at 831 East 8th Street at a duly advertised public hearing held on November 4, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2024-20 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 November 4, 2024 support the following findings:

1. Granting the permit would 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 there is already a restaurant in census tract 118.02 that serves been and wine.

2. The proposed use is not deemed essential to the public necessity, as there is already a restaurant in the same census tract that serve beer and wine.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the on-site sale of alcoholic beverages pursuant to law.

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 November 4, 2024, by the following vote:

AYES:

NAYS:

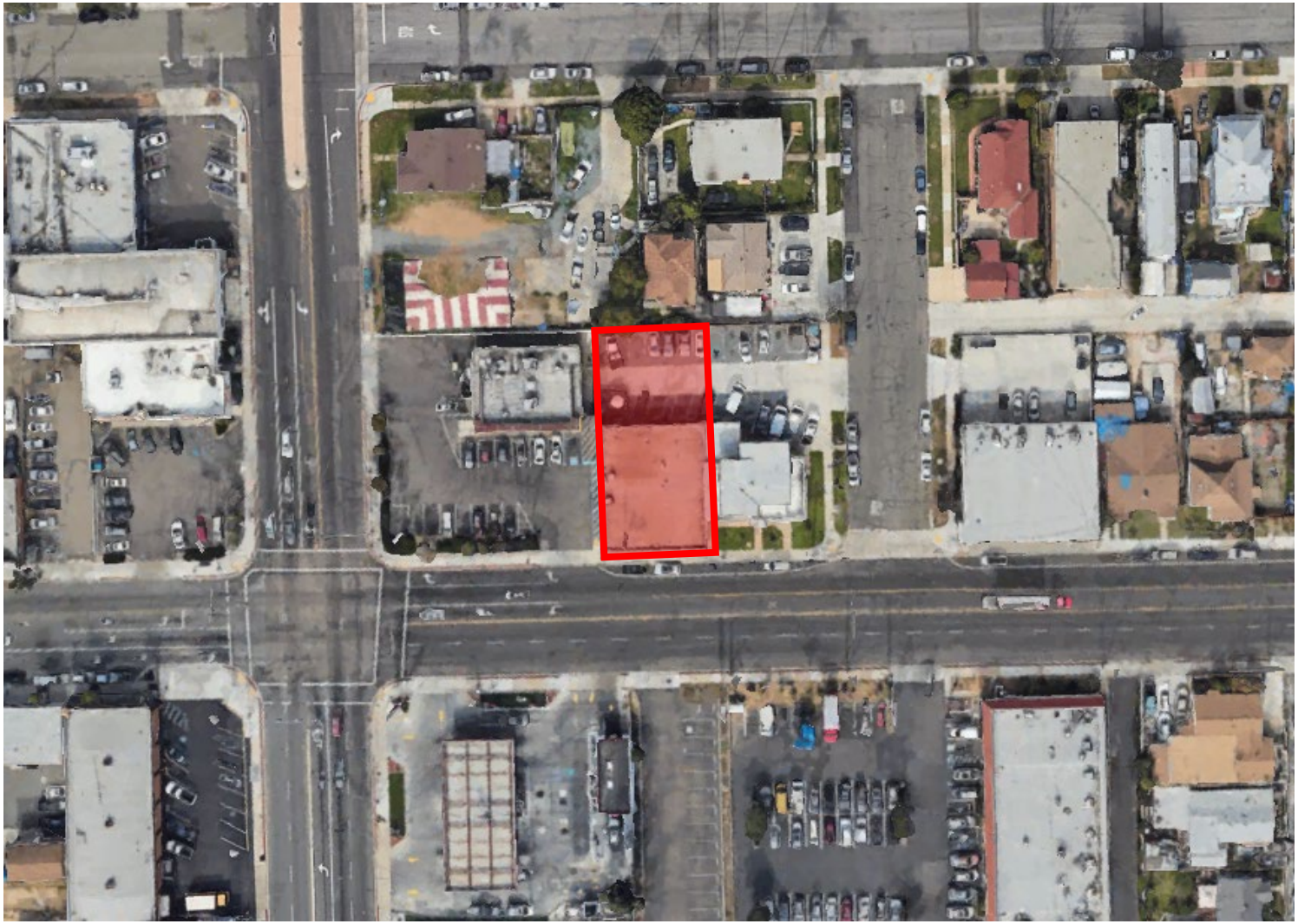
ABSENT:

ABSTAIN:

_____

CHAIRPERSON

2024-20 CUP – 831 East 8th Street – Overhead



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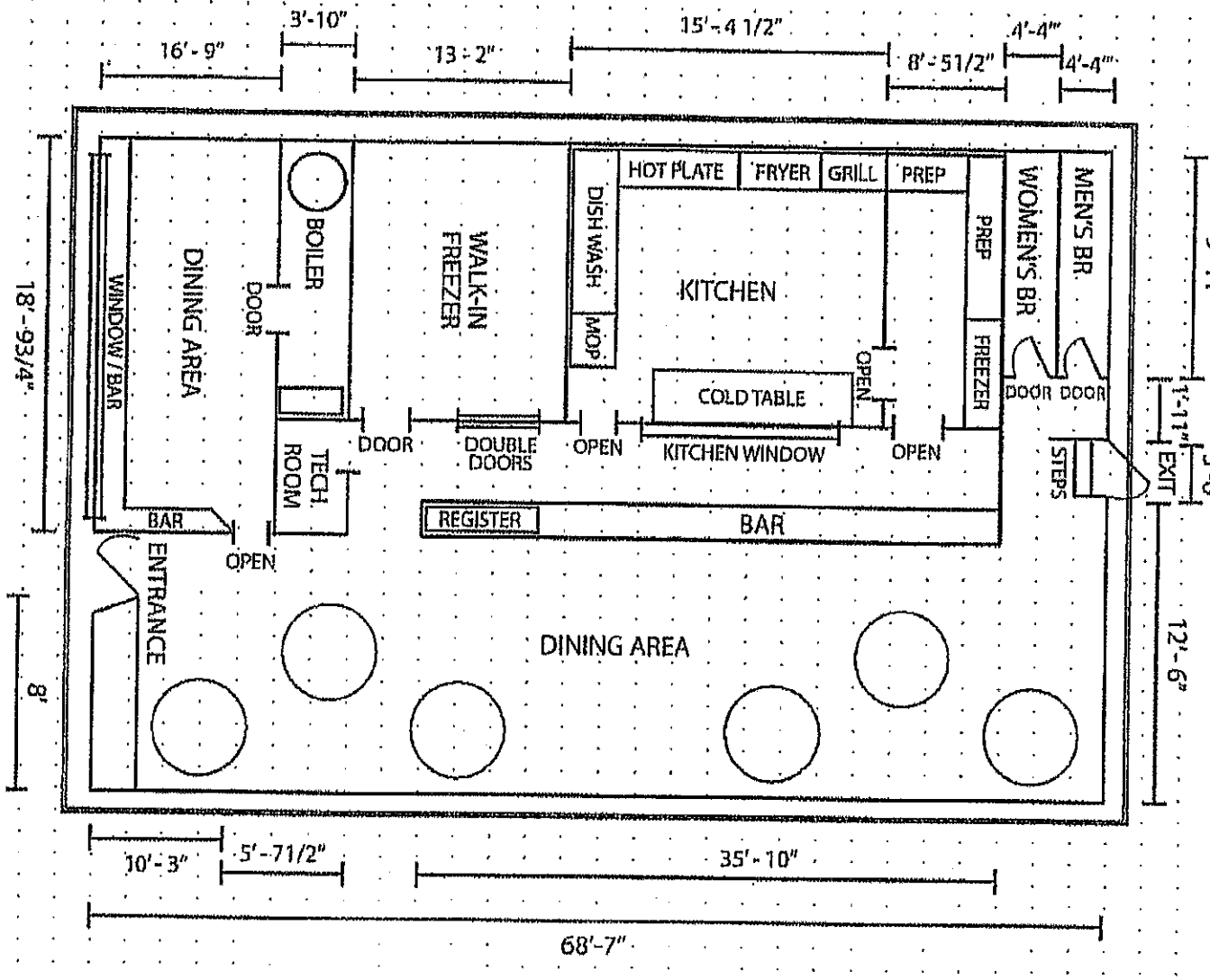

16'-9"
3'-10"
13'-2"
15'-4 1/2"
8'-51/2"
4'-4"
4'-4"
18'-93/4"
WINDOW / BAR
DINING AREA
DOOR
BOILER
WALK-IN FREEZER
DISH WASH
MOP
HOT PLATE
FRYER
GRILL
PREP
KITCHEN
PREP
FREEZER
WOMEN'S BR.
MEN'S BR.
9'-11"
1'-11"
3'-6"
EXIT
STEPS
DOOR
DOOR
COLD TABLE
OPEN
OPEN
KITCHEN WINDOW
OPEN
DOOR
DOUBLE DOORS
OPEN
TECH. ROOM
BAR
OPEN
REGISTER
BAR
ENTRANCE
DINING AREA
8'
12'-6"
10'-3"
5'-71/2"
35'-10"
68'-7"

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (MR. PULPO SEAFOOD) LOCATED AT 831 E 8TH STREET

CASE FILE NO.: 2024-20 CUP

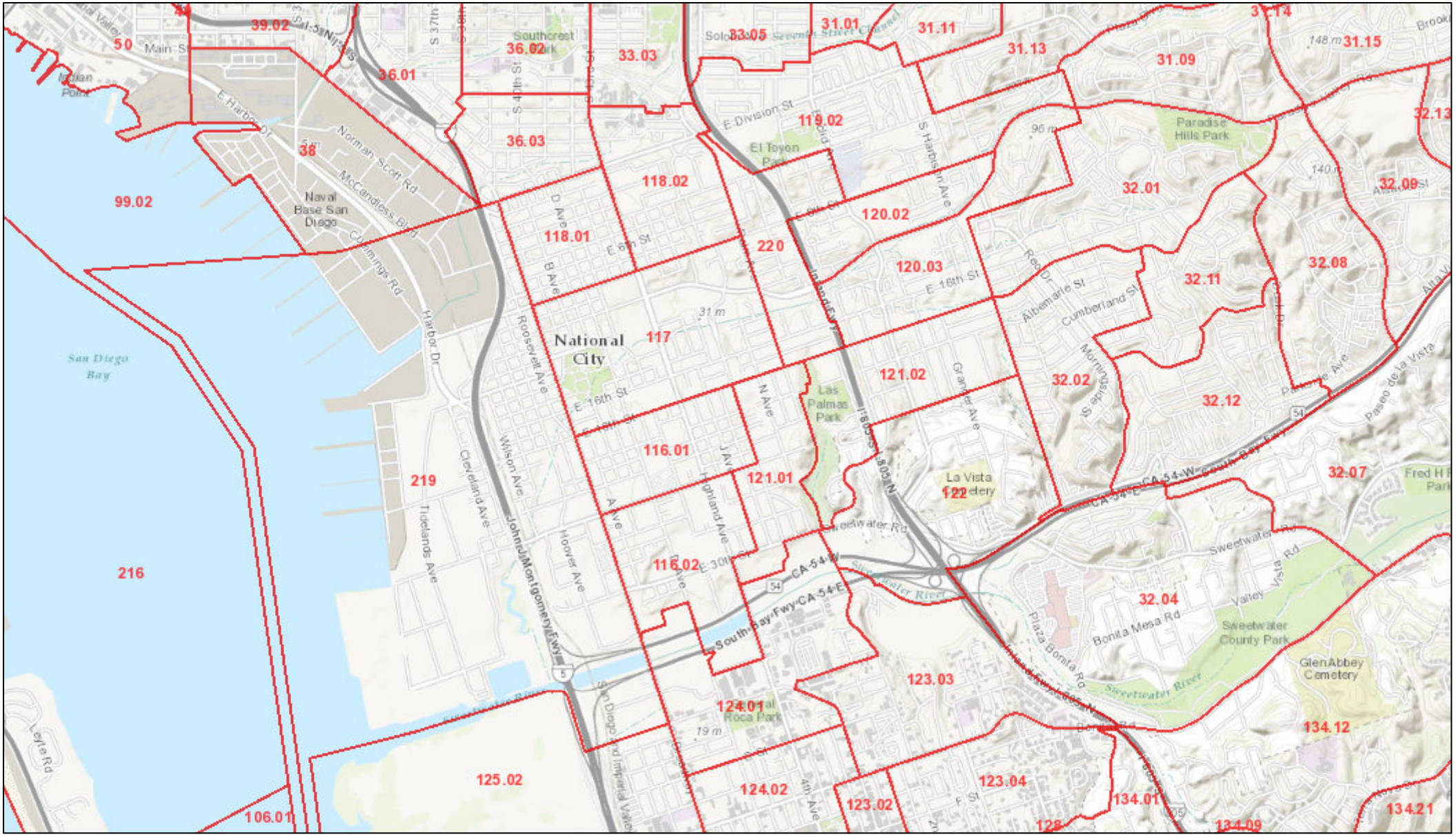
APN: 556-414-09-00

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **November 4, 2024**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Saida Gonzalez)

The business is proposing to sell on-site beer and wine (ABC Type 41) in conjunction with food sales at the existing restaurant (Mr. Pulpo Seafood). The applicant is proposing to sell alcohol from 9:00 a.m. to 10:00 p.m. daily. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

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., **November 4, 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.



August 25, 2014

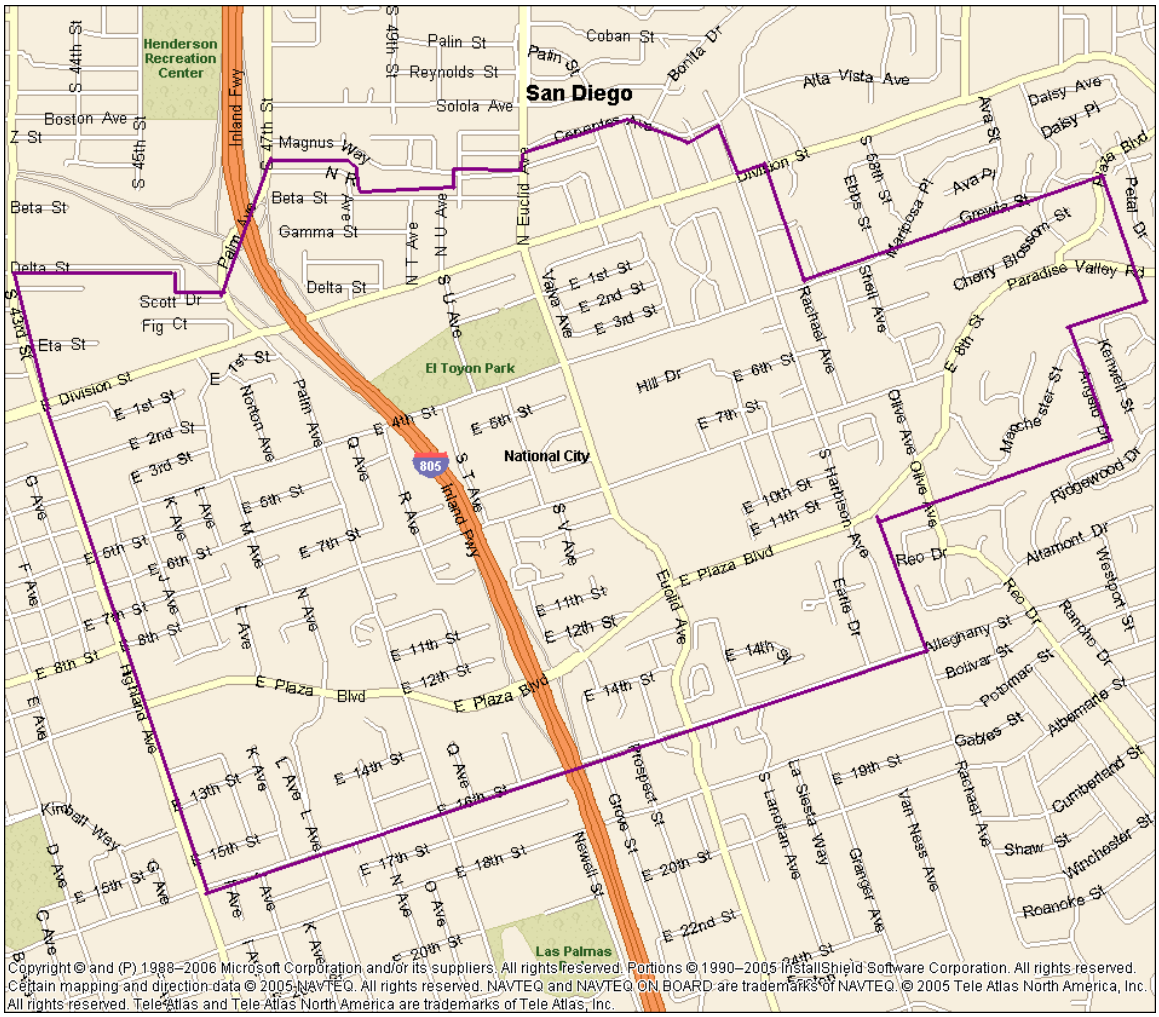
CensusTracts 2010

1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



City of National City
Beat 21

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 10/04/24

BUSINESS NAME: Mr. Pulpo Seafood
ADDRESS: 831 E. 8th Street

OWNER NAME: Saida Leticia Gonzalez DOB: 09/08/87
OWNER ADDRESS: 241 Tremont Street, Chula Vista, CA 91911
(add additional owners on page 2)

I. Type of Business
- ✔ Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- ✔ Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- ✔ No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- ✔ Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- ✔ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

Notes:

- Currently, there are (9) on sale licenses authorized in tract 118.02
- Currently, there are (1) active on sale licenses in tract 118.02
- Currently, there are (4) off sale licenses authorized in tract 118.02
- Currently, there are (5) active off sale licenses in tract 118.02

VI. Calls for Service at Location (for previous 6 months)

- ✔ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- Mostly commercial businesses (1 pt)
- ✔ Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

VIII. Owner(s) records check

- ✔ No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 9

OWNER NAME: Christian Ballow DOB: Unknown
OWNER ADDRESS: 845 E. 8th Street, National City, CA 91950

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

Recommendation:
This business assessed at a low risk and is deserving of such a rating.

Completed by: J. Camacho Badge ID: 449

Revised: 8/16

Environmental Scan for
Proposed Type 41 Alcohol CUP

831 E 8th Street, National City, CA 91950

Conducted: October 3, 2024

Photo of the proposed location.

An environmental scan was conducted on Thursday, October 3, 2024, for a proposed Type 41 on-sale alcohol license at 831 E 8th Street.

During a scan of the business and premises, the following was noted:

- The business is located in a predominantly commercial area of a Mixed-Use District.
- The location has limited parking with 10 spaces behind the building.
- The location is in a multi-tenant building with a nail salon and a realty/mortgage business.
- There are multiple alcohol retailers and full-service restaurants in close proximately to the proposed location, including a 7-Eleven next door, a liquor store 230 feet away, Salvadorian/Mexican restaurant, Hawaiian restaurant and breakfast restaurant across the street.
- There was litter on the side of the building where 7-Eleven is located, and it appeared attempts had been made to cover graffiti on the property.
- There were a few unsheltered individuals with their property in the parking lot across the street.

Youth Sensitive Areas

Chuck E Cheese, approximately 1,580 feet away
Yeraldin Day Care, approximately 1,580 feet away
Central Elementary School and Pre-School, approximately 1,580 feet away

Churches

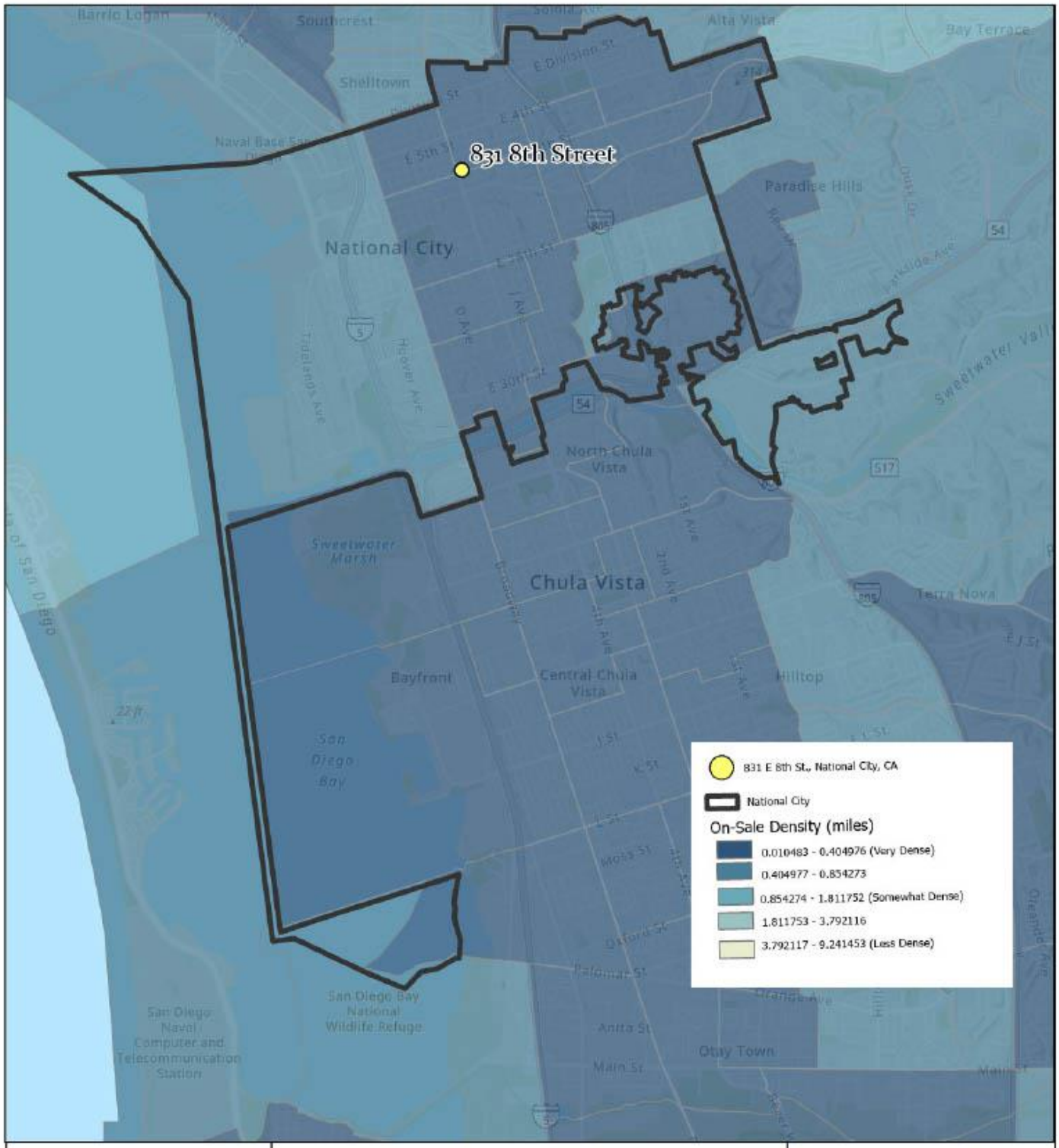
First Baptist Church of National City, approximately 1,050 feet away, is the closest one to this location.

Crime Rate

A follow up request for crime-related information from personnel within the City of National City Police Department may result in obtaining a more detailed crime rate for this location.

Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The proposed location is defined as very dense.



IPS SOUTH BAY

BUDI
BINGE & UNDERAGE DRINKING INITIATIVE

On-Sale Alcohol Density
Census Tract 118.02
831 E 8th Street, National City, CA

Alcohol density is defined as the average distance between a person and their closest alcohol retailer.

Data from ABC as of 4/30/2024
Map produced 9/30/2024

N

0 1 Miles

Considerations

The following are considerations if a CUP is issued:

- Require that staff, management, and owner attend an in-person Responsible Beverage Sales and Service training. See the California Alcoholic Beverage Control website for future trainings.
- Consider establishing clear guidelines for when additional alcohol licenses will or will not be permitted within an already dense area.
- Require that that litter be removed on a daily basis and graffiti abated within 24 hours.

MR. PULPO
SEA FOOD

¡Hola Vecinos!

Nos complace presentarles a Mr. Pulpo, un nuevo restaurante de mariscos mexicanos que ha abierto recientemente en nuestro vecindario de National City.

Actualmente estamos solicitando una licencia de cerveza y vino y nos gustaría invitarlos a nuestra reunión comunitaria:

Restaurante Mr. Pulpo
831 8th Street
National City, CA 91950
Martes, 9 de julio de 2024, a las 11:00 AM

Vengan a conocer al dueño, disfruten de un taco de pescado de cortesía y compartan sus pensamientos y preocupaciones con nosotros.

¡Gracias y esperamos verlos el 9 de julio!

City of National City Planning Commission Meeting

MEETING OF NOVEMBER 4, 2024

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

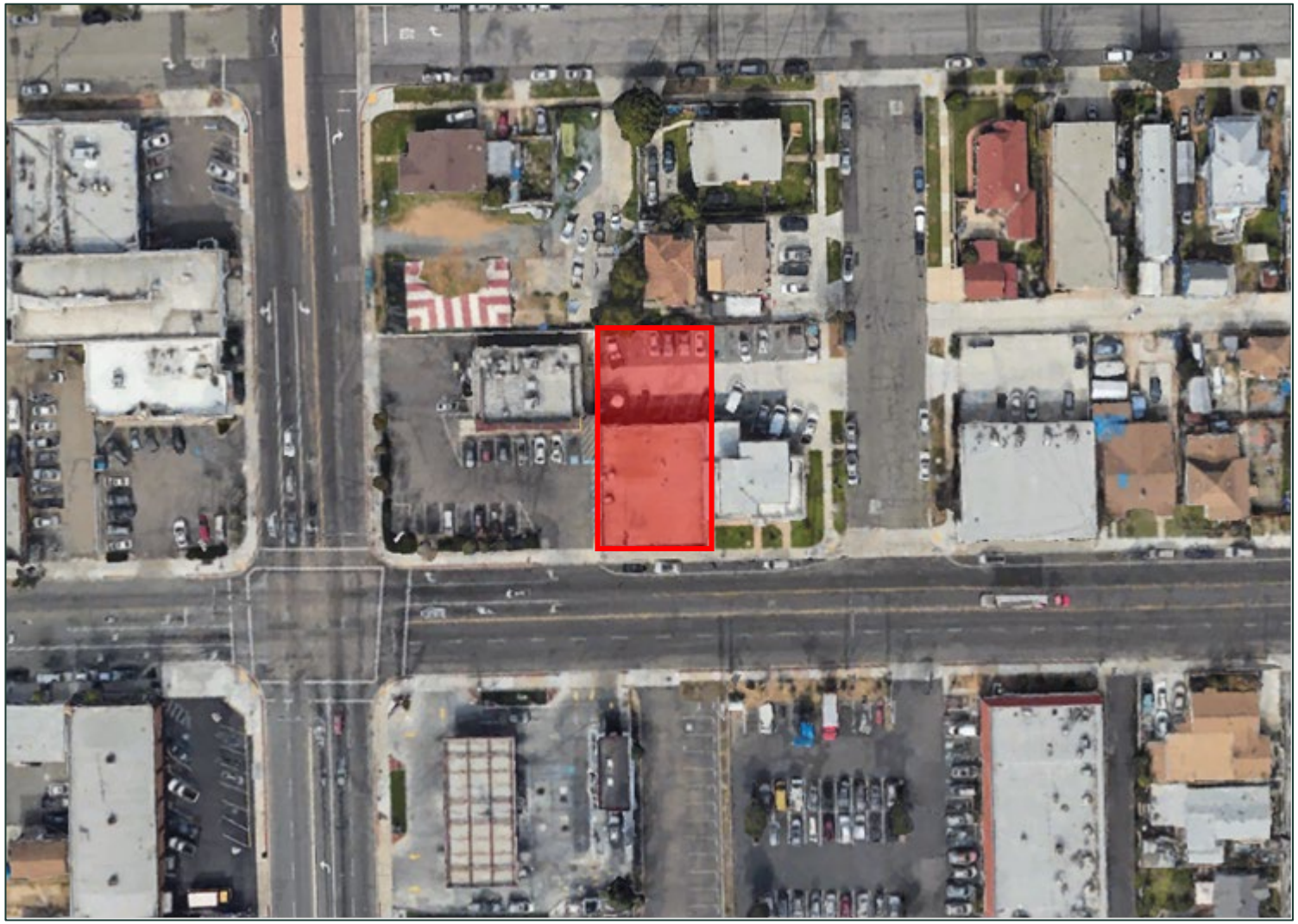
Public Hearing

CONDITIONAL USE PERMIT FOR ALCOHOL SALES AT AN EXISTING RESTAURANT (MR. PULPO SEAFOOD) LOCATED AT 831 E 8TH STREET

2024-20 CUP

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Overhead



Site Characteristics

- Located on NE corner of Highland Ave. and E. 8th St.
- Surrounded by commercial and residential uses
- Census tract 118.02
- Mr. Pulpo Seafood
  - Existing 2,160 ft² restaurant in the MXC-2 zone
  - Replaced the previous nonconforming use
    - ABC Type 40 beer for bars and taverns

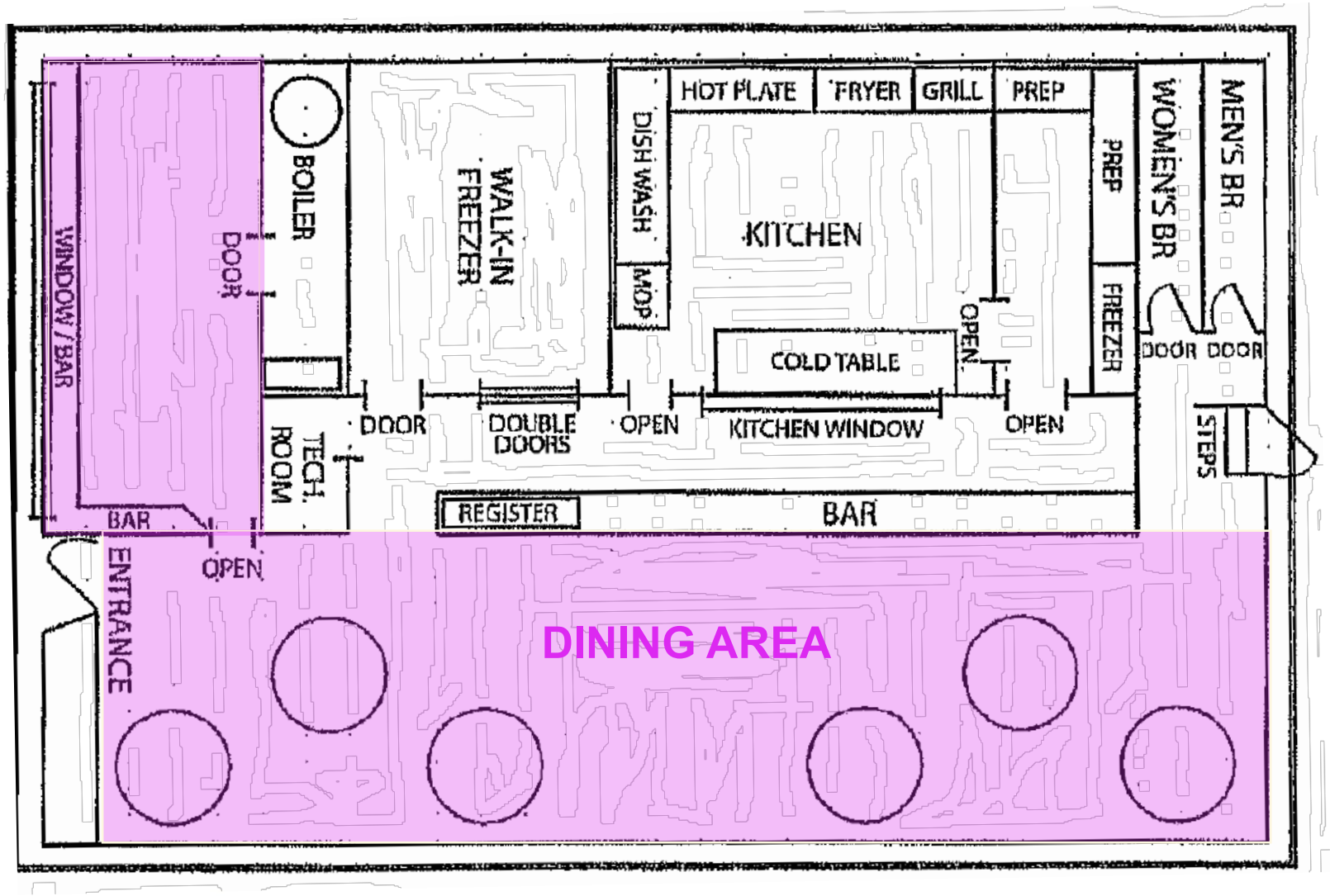
Front View

MR. PULPO
SEAFOOD
NOW OPEN
MR. PULPO
OPEN
MR. PULPO
SEAFOOD
Hello! Belleza
NAILS & SPA
(619) 477-1150
NAILS
Spa Manicure
Spa Pedicure
Acrylic Full Sets

Proposal

- Business proposes to sell beer and wine (ABC Type 41) with food
- Proposed hours of operation: 9:00 a.m. to 10:00 p.m. daily
- Floor plan indicates the total area dedicated to seating
  - 1,080 ft² dining area
  - 57 seats in dining area
- No live entertainment is proposed

Floor Plan


MEN'S BR
WOMEN'S BR
DOOR DOOR
STEPS
PREP
FREEZER
PREP
GRILL
FRYER
HOT PLATE
OPEN
KITCHEN
OPEN
COLD TABLE
KITCHEN WINDOW
DISH WASH
MOP
WALK-IN FREEZER
DOUBLE DOORS
DOOR
BOILER
TECH. ROOM
REGISTER
BAR
WINDOW / BAR
DOOR
BAR
OPEN
ENTRANCE
DINING AREA

Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for on-site consumption with approved CUP
- Additional requirements for alcohol CUPs:
  - Mailing – owners/occupants within 660 ft. (261)
  - Community meeting – Held July 9, 2024 – 9 attendees
    - Question asked were related to previous bar use
- Census Tract 118.02 – one on-sale license where nine are recommended
  - Not considered overconcentrated
- Distance requirements – Not applicable for restaurants with 30% of their floor area dedicated to seating.
  - Mr. Pulpo Seafood has 50% of their floor area dedicated to seating
  - Nearest public school is Central Elementary
- Adhere to City Council Policy 707
  - Standard conditions

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Comments:

Police Department (PD)

- Risk Assessment – 9 points
  - Low risk – 12 points or less
  - Assigns points based on type of business, license concentration, calls for service, etc.

Institute for Public Strategies (IPS)

- Require in-person Responsible Beverage Sales and Service (RBSS) training for all staff.
- Require that litter be removed on a daily basis and graffiti abated within 24 hours.

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Conditions

- Standard Conditions of Approval
- Conditions specific to on-site alcohol sales per Council Policy 707
  - Hours of operation
  - Responsible Beverage Service and Sales (RBSS)
  - Alcohol sales remain accessory to the restaurant
- Application-specific conditions
  - IPS comments related to graffiti and litter

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Summary

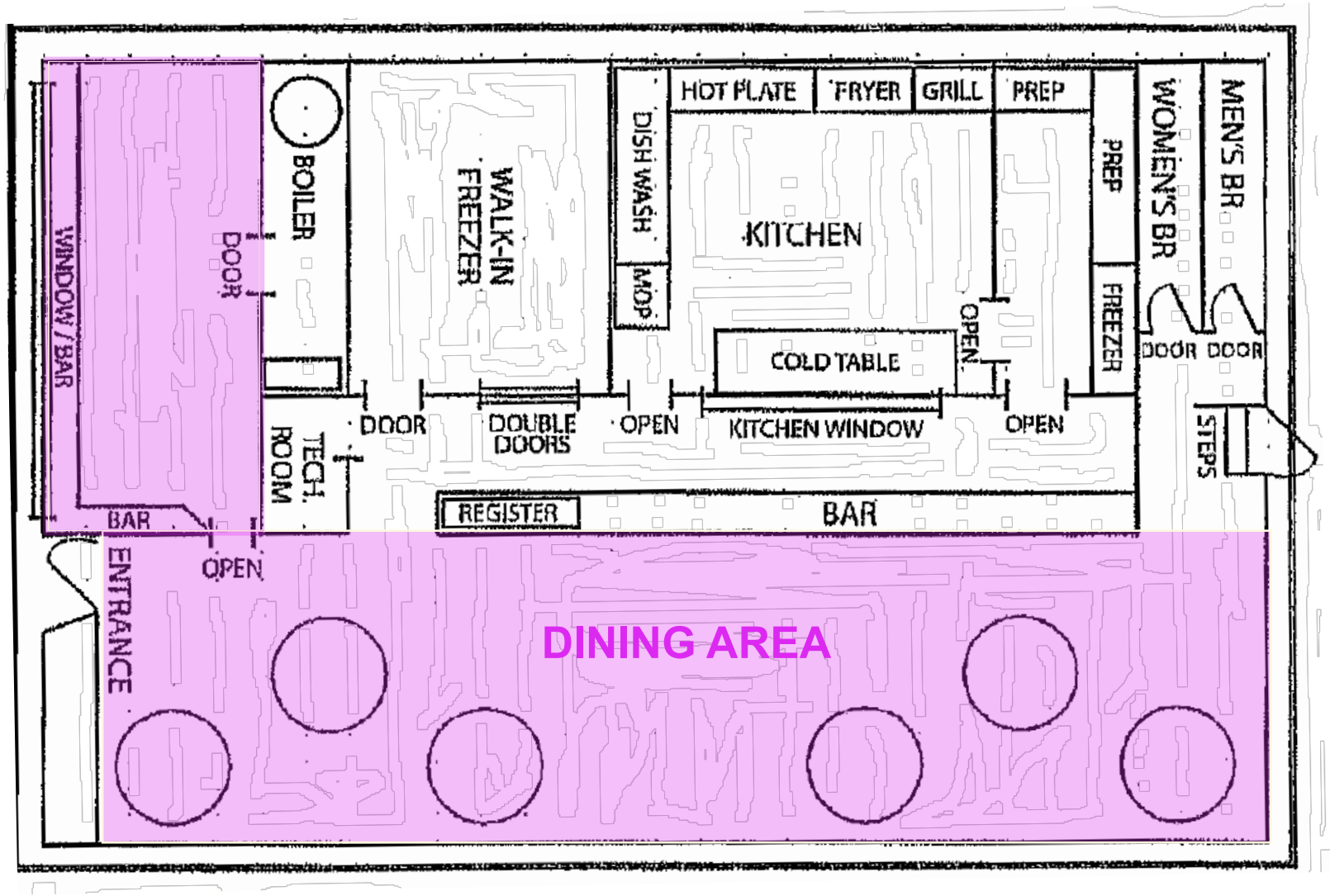
- Proposed use is consistent with the General Plan
  - Alcohol sales for on-site consumption are a conditionally-allowed use in MXC-2 zone
  - Alcohol sales would be accessory to the business in an established commercial area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing IPS comments

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Options

- Find project exempt from CEQA & approve 2024-20 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2024-20 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

Floor Plan


MEN'S BR
WOMEN'S BR
DOOR DOOR
STEPS
PREP
FREEZER
PREP
GRILL
FRYER
HOT PLATE
OPEN
KITCHEN
DISH WASH
MOP
COLD TABLE
OPEN
KITCHEN WINDOW
WALK-IN FREEZER
DOUBLE DOORS
BOILER
DOOR
TECH. ROOM
REGISTER
BAR
WINDOW / BAR
DOOR
BAR
OPEN
ENTRANCE
DINING AREA

AGENDA REPORT

Department: **Planning**
Prepared by: **Sophia Depew, Assistant Planner**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) Modification for Beer and Wine Sales at a New Restaurant (Tacos El Franc) Located at 3030 Plaza Bonita Road, Suite 1108.

RECOMMENDATION:
Staff Recommends Approval of the Request to Modify the Existing Conditional Use Permit (CUP) for On-Site Beer and Wine Sales for a New Restaurant (Tacos El Franc) to Expand into the Adjacent Suite, Subject to the Recommended Conditions in the Attached Resolution and a Determination that the Project is Exempt from CEQA. The Sale of Beer and Wine is a Conditionally-Allowed Use in the Major Mixed-Use District Zone and Would be Accessory to Food Sales at the Restaurant.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On November 4, 2024, the Planning Commission recommended approval of the CUP modification by a unanimous vote of those present.

Ayes: Armenta, Castle, Forman, Miller, Quinones, Sanchez, Valenzuela

EXPLANATION:
The applicant has applied to modify an existing Conditional Use Permit for on-site beer and wine sales for a new restaurant, Tacos El Franc, located in the Westfield Plaza Bonita Mall. Tacos El Franc is proposing to expand the restaurant into the adjacent suite, increasing the total area of the restaurant interior to 3,771 square feet. There is also an existing 1,766 square-foot outdoor patio, which is in addition to the interior floor area. The proposed hours of operation are 10:00 a.m. to 10:00 p.m. daily. No live entertainment is proposed.

The Planning Commission conducted a public hearing on November 4, 2024, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

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.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Planning Commission Staff Report with attachments
Exhibit B – 11/4/24 Planning Commission PowerPoint slides

Item no. 4
November 4, 2024

CITY OF NATIONAL CITY - 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 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT MODIFICATION FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT (TACOS EL FRANC) LOCATED AT 3030 PLAZA BONITA ROAD, SUITE 1108
Case File No.:	2024-14 CUP
Location:	Westfield Plaza Bonita Mall
Assessor's Parcel Nos.:	564-471-07-00
Staff report by:	Sophia Depew, Assistant Planner
Applicant:	Tacos El Franc
Zoning designation:	MXD-2 (Major Mixed-Use District)
Adjacent use and zoning:	
North:	Single-Family Residential across Sweetwater Rd. / RS-2 (Small Lot Residential)
East:	Bonita Creek development / RS-3 (Medium-Low Density Multi-Unit Residential)
South:	Sweetwater River Park / OS (Open Space)
West:	Interstate 805 Freeway / OS
Environmental review:	Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities)
Staff recommendation:	Approve

Staff Recommendation

Staff recommends approval of the request to modify the existing Conditional Use Permit (CUP) for on-site beer and wine sales for a new restaurant (Tacos El Franc) to expand into the adjacent suite, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of beer and wine is a conditionally-allowed use in the Major Mixed-Use District zone and would be accessory to food sales at the restaurant.

Executive Summary

The applicant has applied to modify an existing Conditional Use Permit for on-site beer and wine sales for a new restaurant, Tacos El Franc, located in the Westfield Plaza Bonita Mall. Tacos El Franc is proposing to expand the restaurant into the adjacent suite, increasing the total area of the restaurant interior to 3,771 square feet. There is also an existing 1,766 square-foot outdoor patio, which is in addition to the interior floor area. The proposed hours of operation are 10:00 a.m. to 10:00 p.m. daily. No live entertainment is proposed.

Site Characteristics

The project is located within the Westfield Plaza Bonita Mall on the east side of the lower level across from The Broken Yolk restaurant. The suite was originally approved for a CUP for alcohol sales (ABC Type 41) at a restaurant, Funky Fries & Burgers, in 2019. The previous restaurant was 1,739 square feet with a 1,766 square-foot outdoor patio. The applicant, Tacos El Franc, is proposing to expand the restaurant into the adjacent retail suite, increasing the total square footage of the restaurant interior to 3,771 square feet. The suite has entrances from the interior of the mall and the exterior patio.

The mall continues north, west, and south of the restaurant; further west is the Interstate 805 Freeway, further south is Sweetwater River Park, further east is multifamily residential, and further north is single-family residential across Sweetwater Road.

Proposed Use

The applicant is proposing to expand the restaurant into the adjacent suite. Proposed hours for alcohol sales are 10:00 a.m. to 10:00 p.m. daily. Beer and wine would be delivered to the table upon request and would only be available with the sale of food. No live entertainment is proposed.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales with an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements.

The suite was originally approved for a CUP for alcohol sales (ABC Type 41) at a restaurant (Funky Fries & Burgers) in 2019 and then closed in 2023. Since the use has not lapsed for more than 12 months, Tacos El Franc is assuming the license and applying for a CUP modification to expand the restaurant into the adjacent suite.

Hours of Operation for Alcohol Sales

The business is proposing to sell on-site beer and wine from 10:00 a.m. to 10:00 p.m. daily. The existing CUP for the suite was approved for 10:00 a.m. to 10:00 p.m. Sunday through Thursday and 10:00 a.m. to 12:00 a.m. Friday and Saturday. The hours of operation for license holders located in Plaza Bonita range from 6:00 a.m. to 12:00 a.m. for the varying properties. Most recently, Manna Heaven BBQ was approved for 10 a.m. to 9:00 p.m. and Round 1 was approved for 10:00 a.m. to 12:00 a.m. daily.

Mailing - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 224 occupants and owners.

Comments

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

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Thursday, September 26, 2024 at 10:30 a.m. at the subject restaurant. The meeting advertisement is attached (Attachment 8). One employee of a business located in the mall attended the meeting.

Distance Requirements - Chapter 18.030.050 (D) of the National City Zoning Code requires a 660-foot distance from any public school; there are no schools within 660 of the site. In addition, restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The property in

question has over 42% of its floor area devoted to seating, not including the patio.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently 11 on-site sale licenses in this census tract (32.04) where a maximum of five are recommended. Therefore, this census tract is considered by ABC to be over-saturated with regard to alcohol sales outlets. However, two of the licenses are located outside of the City and no increase in the amount of licenses would occur since the applicant is assuming one of the existing licenses.

Census tract 32.04 includes the area south of the Interstate 54, north of Bonita Road, west of Sweetwater Road, and east of the Interstate 805. The attached census tract map shows the location of the subject tract (Attachment 5).

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 12 points, which places it in the Low Risk category (Low Risk is considered 12 or less points). The Risk Assessment is included as attachment 6.

Institute for Public Strategies

Comments were received from IPS with the following considerations:

1. Require that staff, management, and owner attend an in-person Responsible Beverage Sales and Service training. See the California Alcoholic Beverage Control website for future trainings.
2. To prevent crime and nuisance activities, require that the restaurant have hors of operation with alcohol sales ending no later than 12:00 a.m. daily.
3. Require signage indicating that alcoholic beverages may not be take beyond the front patio exit and onto the sidewalk.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Attachment 7.

Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. Allowable Use: Alcohol sales are allowable within Major Mixed-Use District zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the

staff report. The use is incidental to the proposed restaurant use in a commercial area.

2. General Plan Consistency: Alcohol sales is a permitted use, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant with alcohol sales is consistent with the Major Mixed-Use District zone land use designation and the Community Character element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of food service.

4. No Nuisance: The proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. There is no live entertainment proposed on site.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in Major Mixed-Use District zone.

6. Public Convenience and Necessity: The restaurant, a permitted use in the Major Mixed-Use District zone, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add character to the area.

Findings for Denial

The following are findings for denial due to nearby businesses that sell beer and wine.

1. Granting the permit would 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 census tract in which the subject property is located is currently over-concentrated with regard to on-sale alcohol outlets – There are 11 on-sale licenses, where a maximum of five are recommended.

2. The proposed use is not deemed essential to the public necessity, as there are 11 restaurants in census tract 32.04 that already serve beer and wine.

3. Based on the above findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit, as well as conditions specific to on-sale alcohol sales per City Council Policy 707 (alcohol incidental to food, hours of operation, RBSS training, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in the Major Mixed-Use District zone. The proposed use would be accessory to the restaurant use in a commercial area. The expansion of the suite is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area. Although the census tract in which the restaurant is located is over-concentrated with regard to on-sale alcohol licenses, no new licenses would be added. Alcohol will only be available with the sale of food and the Police Department has classified the establishment as Low Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2024-14 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 2024-14 CUP based on the attached findings or findings to be determined by the Planning Commission; or,

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

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2024-14 CUP, dated 10/28/2024)
4. Public Hearing Notice (Sent to 224 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. IPS Comments
8. Community Meeting Information

RESOLUTION NO. 2024-18

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT MODIFICATION FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT (TACOS EL FRANC) LOCATED AT 3030 PLAZA BONITA ROAD, SUITE 1108
CASE FILE NO. 2024-14 CUP
APN: 564-471-07-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit modification for beer and wine sales at a new restaurant (Tacos El Franc) located at 3030 Plaza Bonita Road, Suite 1108 at a duly advertised public hearing held on November 4, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2024-14 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 November 4, 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 the use is allowable within the Major Mixed-Use District zone pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. In addition, a

restaurant use with alcohol sales is consistent with the Major Mixed-Use District land use designation and the Community Character element of the General 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 no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

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 no expansion of the building is proposed. The proposed alcohol sales would be incidental to the primary use of food sales.

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 proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in permitted Major Mixed-Use District zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in the Major Mixed-Use District zone, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add character to the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding

uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

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 the sale of beer and wine for on-site consumption at a new restaurant (Tacos El Franc) located at 3030 Plaza Bonita Road, Suite 1108. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024-14 CUP, dated 10/28/2024.
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 Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. 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.
5. 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.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

7. No alcohol sales and consumption practices shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.

8. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcoholic beverages shall be permitted only between the hours of 10 a.m. to 10 p.m. daily.
10. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
11. Alcohol shall be available only in conjunction with the purchase of food.
12. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
13. Permittee shall post signs in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages shall be consumed inside the restaurant or patio area and shall not be taken off-premises.
14. No live entertainment is permitted without modification of this CUP or issuance of a Temporary Use Permit.
15. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

16. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

<u>Indemnification Agreement</u>

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 November 4, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____

CHAIRPERSON

RESOLUTION NO. 2024-18

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT MODIFICATION
FOR ON-SITE ALCOHOL SALES AT A NEW RESTAURANT LOCATED AT
3030 PLAZA BONITA ROAD, SUITE 1108
CASE FILE NO. 2024-14 CUP
APN: 564-471-07-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the on-site sale of beer and wine at a new restaurant for a property located at 3030 Plaza Bonita Road, Suite 1108 at a duly advertised public hearing held on November 4, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2024-14 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 November 4, 2024, support the following findings:

1. Granting the permit would 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 census tract in which the subject property is located is currently over-concentrated with regard to on-sale alcohol outlets – There are 11 on-sale licenses, where a maximum of five are recommended.

2. The proposed use is not deemed essential to the public necessity, as there are 10 restaurants in census tract 32.04 that already serve beer and wine.

3. Based on the above findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the sale of alcoholic beverages pursuant to law.

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 November 4, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

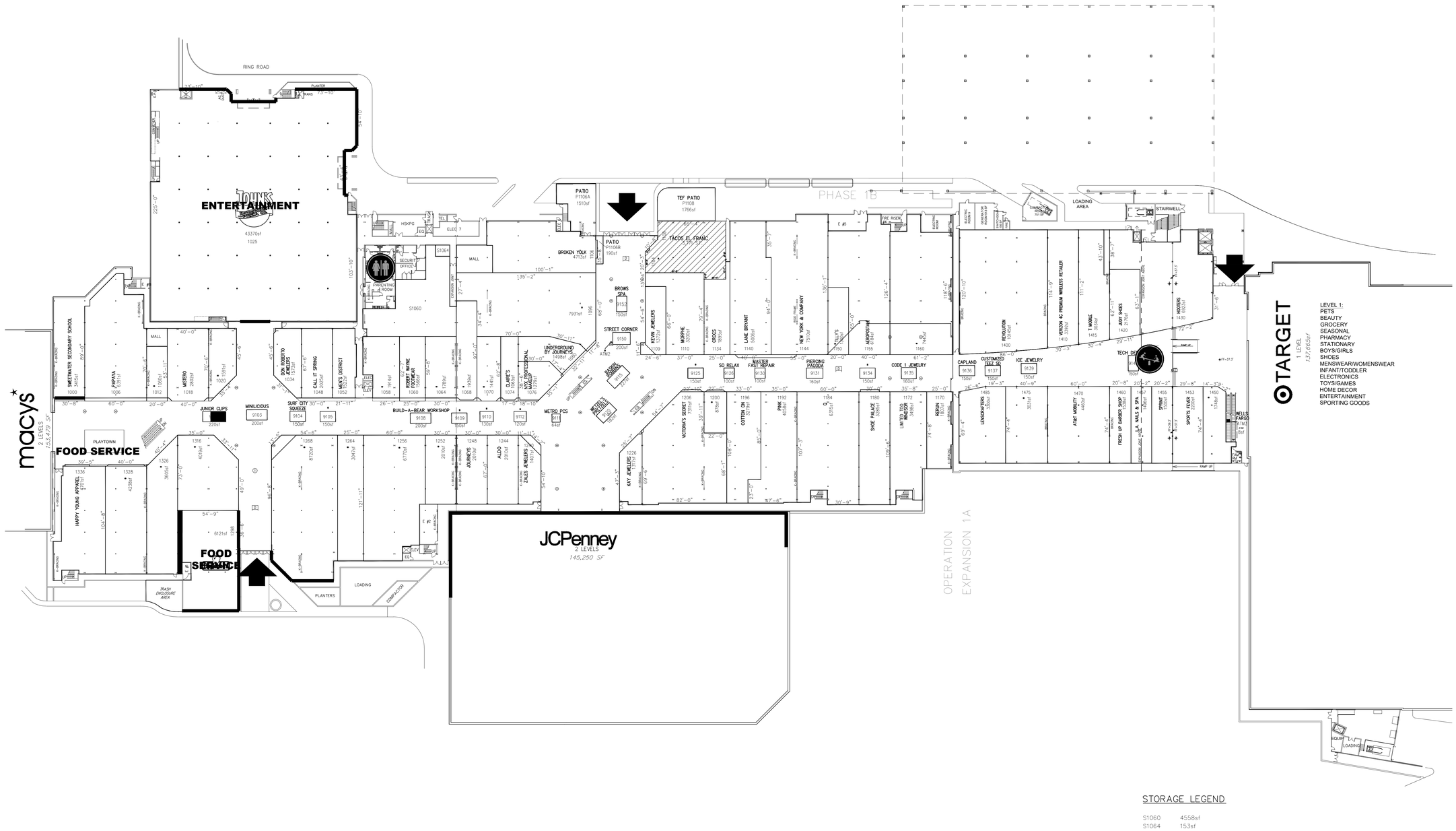
ABSTAIN:

_____

CHAIRPERSON

2024-14 CUP – 3030 Plaza Bonita Road, Suite 1108 – Overhead

N



STORAGE LEGEND

S1060	4558sf
S1064	153sf

WESTFIELD PLAZA BONITA SITE PLAN - GROUND LEVEL TENANTS

0 40' 80'
Scale: 1" = 40'-0"

SCALE	
1"=40'-0"	1

PROJECT:

TACOS EL FRANC
AT
WESTFIELD PLAZA BONITA

WESTFIELD PLAZA BONITA
3030 PLAZA BONITA ROAD, SUITE 1108
NATIONAL CITY, CA. 91950

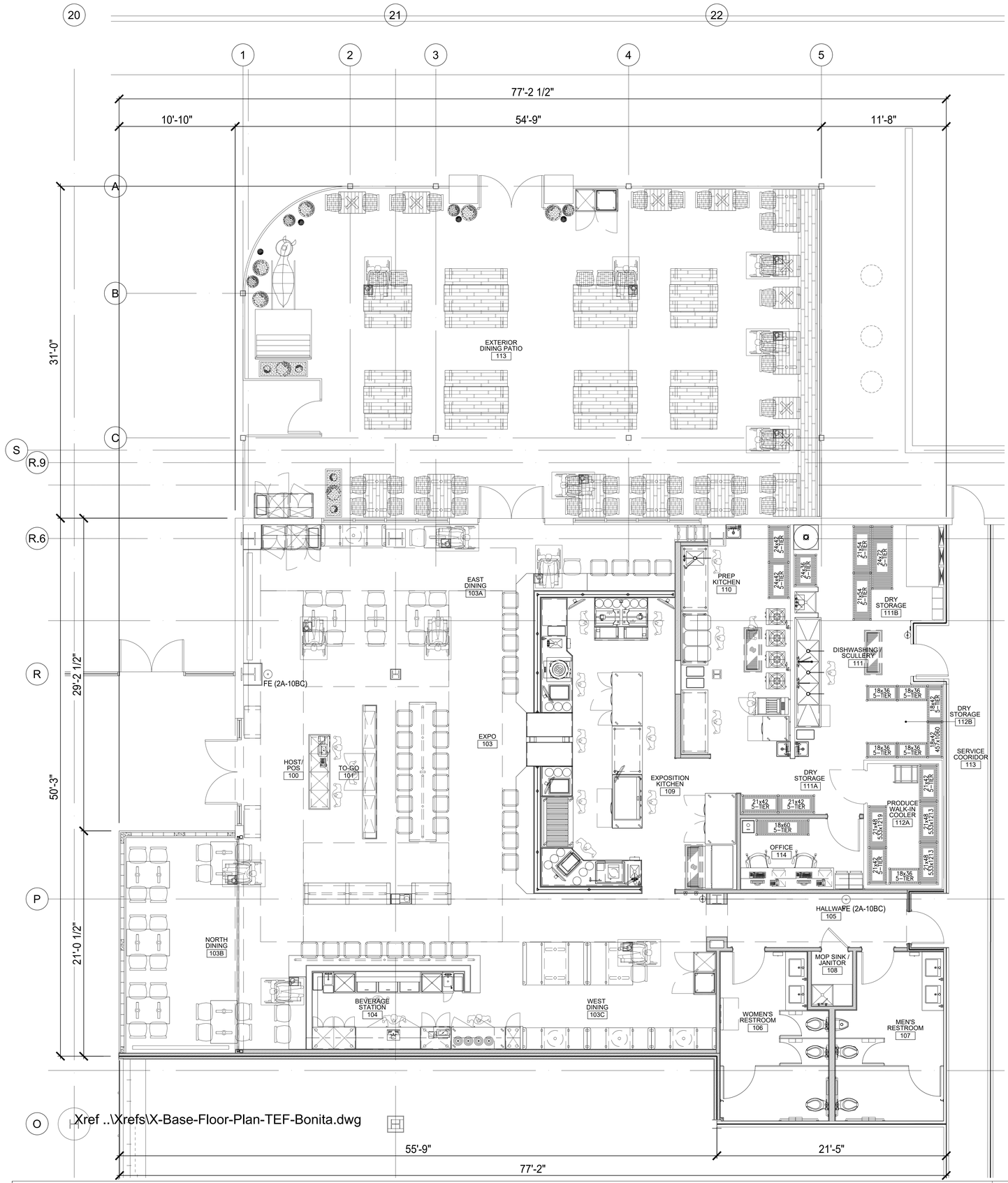
SHEET TITLE:

MALL SITE PLAN
GROUND LEVEL

REVISIONS

NAF Project No.: 0123
Consultant Project No.: N / A
Issuance Date: SEPTEMBER 24, 2024
Issue: CUP
Sheet No.:

AS-100



TENANT IMPROVEMENT FLOOR PLAN

SCALE 1/4"=1'-0" 1

PROJECT:

TACOS EL FRANC
AT
WESTFIELD PLAZA BONITA

WESTFIELD PLAZA BONITA
3030 PLAZA BONITA ROAD, SUITE 1108
NATIONAL CITY, CA. 91950

SHEET TITLE:

TACOS EL FRANC TENANT IMPROVEMENT FLOOR PLAN

REVISIONS

NAF Project No.: 0123
Consultant Project No.: N / A
Issuance Date: SEPTEMBER 24, 2024
Issue: CUP
Sheet No.:

A101

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT MODIFICATION FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT (TACOS EL FRANC) LOCATED AT 3030 PLAZA BONITA ROAD, SUITE 1108

CASE FILE NO.: 2024-14 CUP

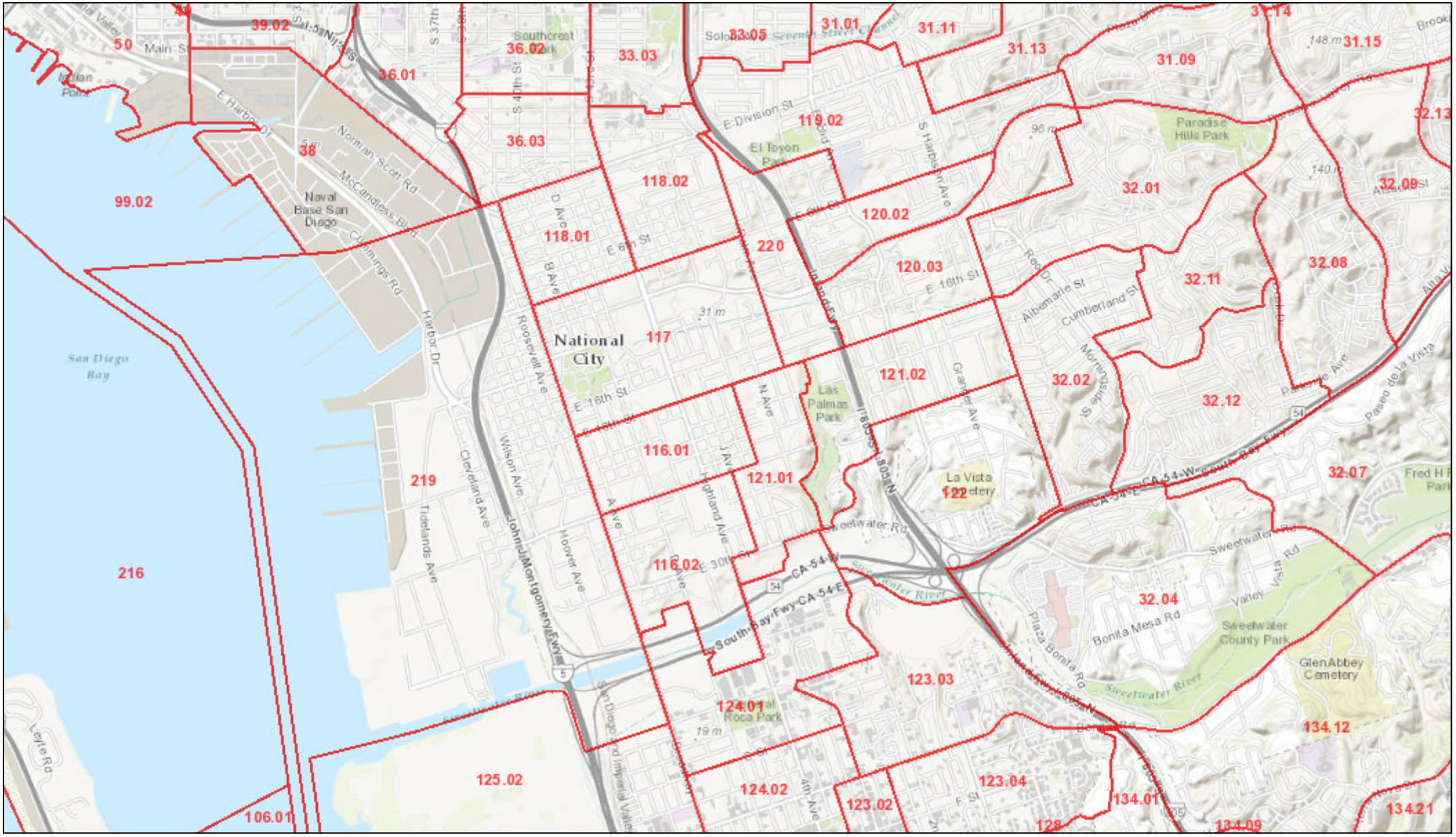
APN: 564-471-07-00

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **November 4, 2024**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Tacos El Franc)

The applicant is proposing to modify an existing Conditional Use Permit for on-site beer and wine sales for a new restaurant (Tacos El Franc) located in the Westfield Plaza Bonita Mall. The business is proposing to expand into the neighboring suite, increasing the total area of the restaurant interior to 3,771 square-feet with an additional 1,766 square-foot outdoor patio. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

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., **November 4, 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.



August 25, 2014

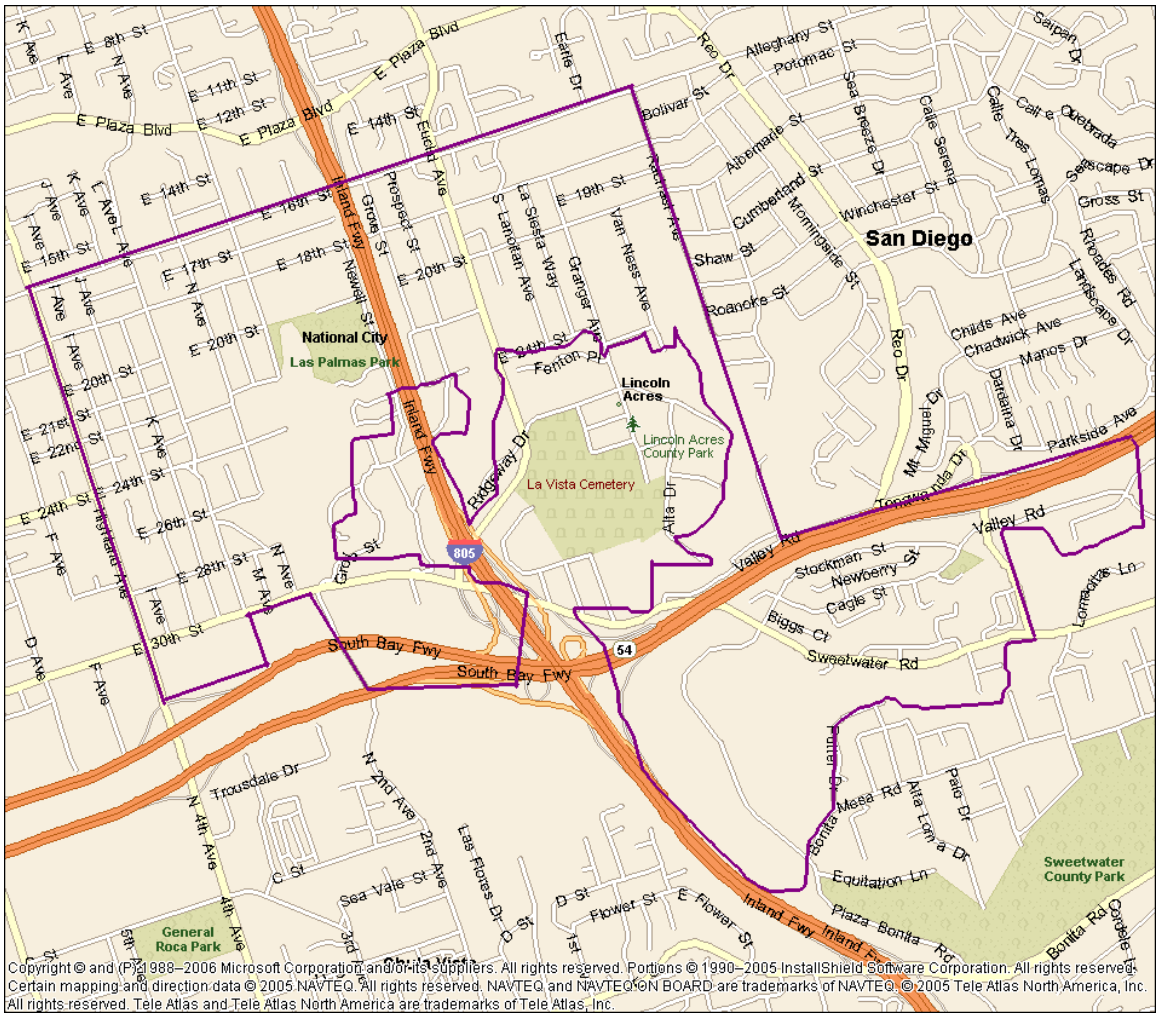
CensusTracts 2010

1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



City of National City
Beat 23

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 08/30/24

BUSINESS NAME: Tacos El Franc
ADDRESS: 3030 Plaza Bonita Road #1108, National City, CA 91950

OWNER NAME: Salvador Lombroso DOB: 11/17/65
OWNER ADDRESS: 5411 Pacifica Drive, La Jolla, CA 92037
(add additional owners on page 2)

I. Type of Business
- ✔ Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- ✔ Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- ✔ No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- Medium (2 pts)
- ✔ High (3 pts)

V. Alcohol Businesses per Census Tract
- Below (1 pt)
- Average (2 pts)
- ✔ Above (3 pts)

Notes:

- Currently, there are (11) on sale licenses authorized in tract 32.04
- Currently, there are (5) active on sale licenses in tract 32.04
- Currently, there are (2) off sale licenses authorized in tract 32.04
- Currently, there are (1) active off sale licenses in tract 32.04

VI. Calls for Service at Location (for previous 6 months)

Below (1 pt)
✔ Average (2 pts)
Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

✔ Mostly commercial businesses (1 pt)
Some businesses, some residential (2 pts)
Mostly residential (3 pts)

VIII. Owner(s) records check

✔ No criminal incidents (0 pts)
Minor criminal incidents (2 pts)
Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 12

OWNER NAME:_____DOB: _____
OWNER ADDRESS: _____

OWNER NAME:_____DOB: _____
OWNER ADDRESS: _____

Recommendation:

This business assessed at a low risk and is deserving of such a rating due. This tract is over saturation with on sale ABC licenses and has crime activity due to being at the Plaza Bonita Mall

Completed by: Camacho Badge ID: 449

Revised: 8/16

Environmental Scan for
Proposed Type 41 Alcohol CUP

3030 Plaza Bonita Road, Suite 1108, National City, CA 91950

Conducted: September 5, 2024

Photo of the proposed location.

An environmental scan was conducted on Thursday, September 5, 2024 for a proposed Type 41 on-sale alcohol license at 3030 Plaza Bonita Road, Suite 1108. The proposed location is within the shopping mall Westfield Plaza Bonita.

During a scan of the business and premises, the following was noted:

- The business is located in a predominantly commercial area of a Mixed-Use District.
- The location has multiple transportation options including traditional car infrastructure, bus stops and a nearby bike path.
- There are multiple full-service restaurants in close proximately to the proposed location, including the Broken Yolk Café (100 feet away), Manna BBQ (150 feet away) , and Round 1 Bowling and Arcade.

Youth Sensitive Areas

Sweetwater Secondary School (500 feet away; located within the same shopping mall in Suite 1000)

Gladys' Family Child Care (1,000 feet away)

Sweetwater Heights Park (approximately 2,800 feet away)

Churches

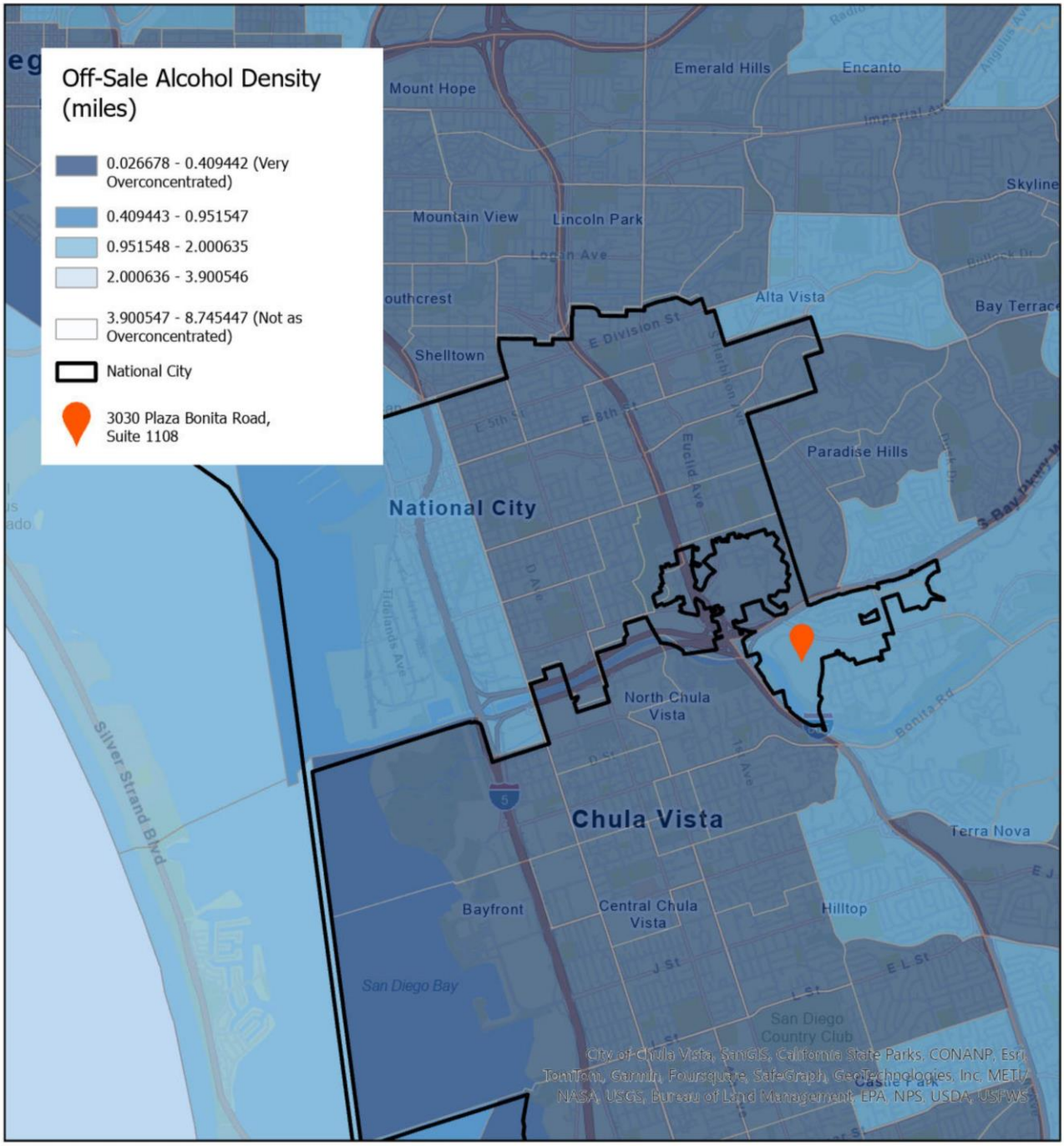
Bonita Valley Seventh Day Adventist and Bonita Road Baptist Churches (each approximately 2,630 feet away) are the closest ones to this location.

Crime Rate

A follow up request for crime-related information from personnel within the City of National City Police Department may result in obtaining a more detailed crime rate for this location.

Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The proposed location is defined as moderately overconcentrated/dense. Additionally, according to the ABC, five (5) on-sale licenses are authorized for the census tract where 3030 Plaza Bonita Road, National City is located. There are already nine (9) on-sale licenses for this census tract according to ABC records – exceeding ABC recommendations.



IPS SOUTH BAY

BUDI
BINGE & UNDERAGE DRINKING INITIATIVE

Off-Sale Alcohol Outlet Density
Census Tract 32.04
3030 Plaza Bonita Road, Suite 1108
National City, California, 91950

Alcohol density is the average distance between a person and their closest alcohol retailer.

Alcohol license data was accessed from the CA Dept of Alcoholic Beverage Control on 7/02/24.

N

0 0.25 0.5 1 Miles

Considerations

The following are considerations if a CUP is issued:

1. Require that staff, management, and owner attend an in-person Responsible Beverage Sales and Service training. See the California Alcoholic Beverage Control website for future trainings.

2. To prevent crime and nuisance activities, require that the restaurant have hours of operation with alcohol sales ending no later than 12:00 am daily.

3. Require signage indicating that alcoholic beverages may not be taken beyond the front patio exit and onto the sidewalk.

4. Consider establishing clear guidelines for when additional alcohol licenses will or will not be permitted within an already dense area.

Tacos El Franc™

Tacos El Franc LLC
355 6th Avenue
San Diego, CA 92101
tacoselfrancusa@gmail.com
September 26, 2024

Community Meeting Invitation

You are cordially invited to attend a community meeting to introduce our new business.

Hello, Neighbor! This is Tacos El Franc's Management, your new Westfield Plaza Bonita Mall neighbor. We are having a community meeting to introduce ourselves and inform you about our delicious taco menu and our bar service. We will only serve Beer and wine during our business hours, as we have obtained a 41 liquor license.

Date: Thursday, September 26, 2024
Time: 10:30 AM
Location: 3030 Plaza Bonita Rd Suite 1108, National City, CA 91950

We Look forward to sharing our exciting new venture with you and discussing how Tacos El Franc will contribute to our community.

Sincerely,

[redacted]

Salvador Lombroso
Manager
Tacos El Franc

City of National City Planning Commission Meeting

MEETING OF NOVEMBER 4, 2024

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

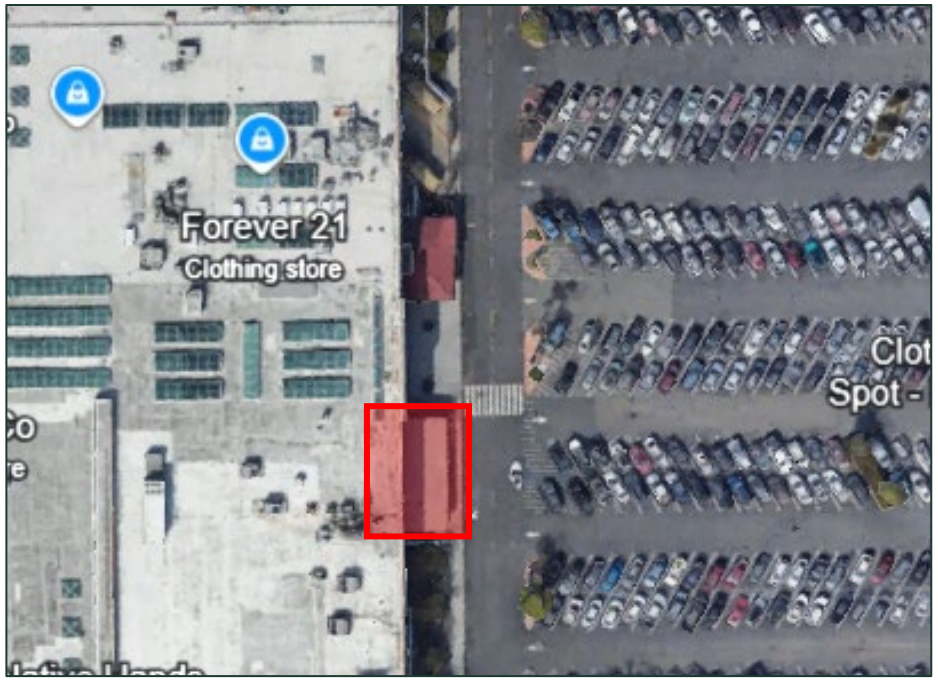
Public Hearing

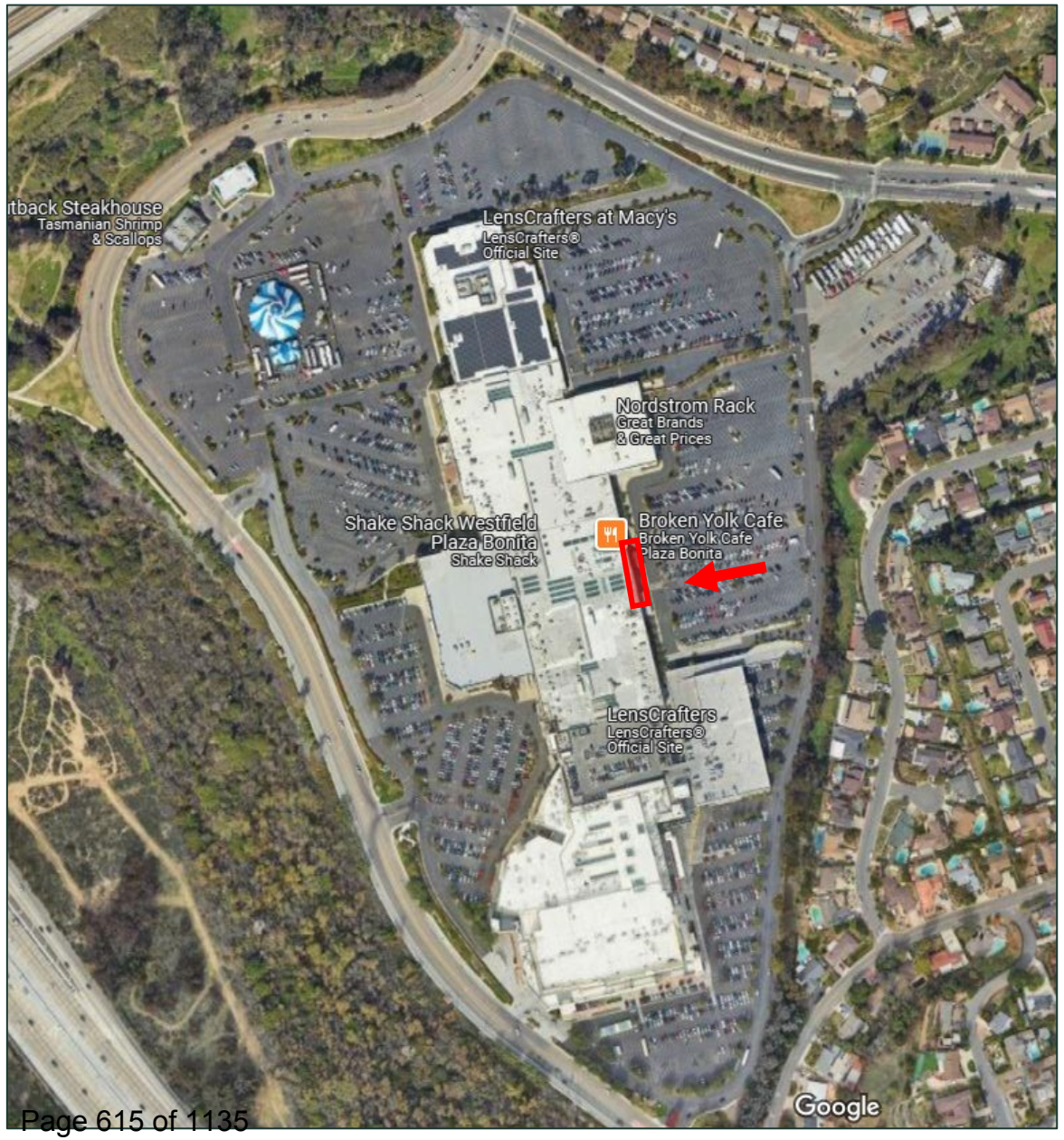
CONDITIONAL USE PERMIT MODIFICATION FOR ALCOHOL SALES AT A NEW RESTAURANT (TACOS EL FRANC) LOCATED AT 3030 PLAZA BONITA ROAD, SUITE 1108

2024-14 CUP

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Overhead


Forever 21
Clothing store
Clot
Spot -


itback Steakhouse
Tasmanian Shrimp
& Scallops
LensCrafters at Macy's
LensCrafters®
Official Site
Nordstrom Rack
Great Brands
& Great Prices
Shake Shack Westfield
Plaza Bonita
Shake Shack
Broken Yolk Cafe
Broken Yolk Cafe
Plaza Bonita
LensCrafters
LensCrafters®
Official Site
Google

Front View

Site Characteristics

- Westfield Plaza Bonita Mall
  - MXD-2 zone
  - 71-acre property
    - 24 acres of building area
    - 4,400 parking spaces
  - Currently nine restaurants with CUPs for on-site alcohol sales
- Tacos El Franc
  - Located across from Broken Yolk
  - Replacing Funky Fries & Burgers
    - Existing 1,739 square-foot interior with 1,766 square-foot outdoor patio
  - Expanding into adjacent retail suite
    - Restaurant interior expanding to 3,771 square-feet, no change to outdoor patio

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Proposal

- The business proposes to modify the existing alcohol CUP by expanding the restaurant into the adjacent suite
  - The suite has an existing CUP for beer and wine sales (ABC Type 41) since 2019
  - Tacos El Franc is proposing to expand the restaurant interior from 1,739 ft² to 3,771 ft²
    - 1,766 ft² outdoor patio unchanged
- Proposed hours of operation are 10:00 a.m. to 10:00 p.m. daily.
  - The existing CUP was approved for 10:00 a.m. to 10:00 p.m. Sun-Thurs & 10:00 a.m. to 12:00 a.m. Fri-Sat
- Floor plan indicates the total area dedicated to seating
  - 1,583 ft² dining area
  - 1,766 ft² outdoor patio
- No live entertainment is proposed

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Floor Plan

MALL ENTRANCE

Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for on-site consumption with approved CUP
- Additional requirements for alcohol CUPs:
  - Mailing – owners/occupants within 660 ft. (224)
  - Community meeting – Held September 26th, 2024 – 1 attendee
    - Mall employee
- Census Tract 32.04 – 11on-sale license where 5 are recommended
  - Two licenses outside the City
  - No new licenses added
- Distance requirements – Not applicable for restaurants with 30% of their floor area dedicated to seating.
  - Tacos El Franc has 42% of their floor area dedicated to seating
  - Not located within 660 feet of a public school
- Adhere to City Council Policy 707
  - Standard conditions

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Comments:

Police Department (PD)

- Risk Assessment – 12 points
  - Low risk – 12 points or less
  - Assigns points based on type of business, license concentration, calls for service, etc.

Institute for Public Strategies (IPS)

- Require in-person Responsible Beverage Sales and Service (RBSS) training for all staff.
- Require signage indicating that alcoholic beverages may not be taken beyond the front patio exit and onto the sidewalk.

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Conditions

- Standard Conditions of Approval
- Conditions specific to on-site alcohol sales per Council Policy 707
  - Hours of operation
  - Responsible Beverage Service and Sales (RBSS)
  - Alcohol sales remain accessory to the restaurant
- Application-specific conditions
  - IPS comments related to signage

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Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for on-site consumption are a conditionally-allowed use in MXD-2 zone
  - Alcohol sales would be accessory to the business in an established commercial area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing IPS comments

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Options

- Find project exempt from CEQA & approve 2024-14 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2024-14 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

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Floor Plan

MALL ENTRANCE

AGENDA REPORT

Department: **Police Department**
Prepared by: **Scott Shanahan, Sergeant**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
2025 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant Number PT25188 in the Amount of $195,000.

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of the 2025 Office of Traffic Safety Selective Traffic Enforcement Program Grant in the Amount of $195,000, and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of $195,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The National City Police Department was approved to receive $195,000 in grant funds from the Office of Traffic Safety (OTS). The grant was approved for a one-year period beginning October 1st 2024 and concluding on September 30th 2025. This award is based upon a grant proposal submitted to the Office of Traffic Safety for the purpose of reducing the number of persons killed or injured in traffic collisions and alcohol involved collisions; to reduce fatal and injury hit and run collisions to reduce the amount of motorcyclists killed or injured; and to reduce fatal and injury collisions at intersections, where unsafe turning movements and unsafe speeds were a factor.

The grant funds allocated to accomplish these goals will be used to fund overtime operations such as DUI/DL checkpoints, DUI saturation patrols, and enforcement operations regarding speed, red light violators, distracted drivers and motorcycle enforcement within the city limits of the City of National City. There is also funding allowing for Traffic Safety presentations and purchase of learning materials.

FINANCIAL STATEMENT:
Budget adjustments will be made in the Police Department Grants Fund to reflect the receipt of the grant as follows:

Revenue:	290-70-21-21722-3498	$195,000
Expenditures:		
290-70-21-21722-6102-2600	Overtime	$44,656
290-70-21-21722-6140-2600	Worker's Comp	$4,345
290-70-21-21722-6161-2600	Medicare	$648
290-70-21-21722-7258-2600	Travel & Subsistence	$3,351

Expenditures (continued):

290-70-21-21722-6102-2608	Overtime	$85,877
290-70-21-21722-6140-2608	Worker's Comp	$6,356
290-70-21-21722-6161-2608	Medicare	$1,245
290-70-21-21722-7511-2608	Automotive Equip.	$45,000
290-70-21-21722-7399-2608	Materials & Supplies	$1,522

No matching funds required.

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 – National City FY 2025 Grant Application
Exhibit B – National City-PT25188-OP 10 Grant Approval Email
Exhibit C – 2025 OTS Grant Agreement PT25188
Exhibit D – Resolution

Michael Shanahan

From: OTS Email <contact@ots.ca.gov>
Sent: Tuesday, October 8, 2024 3:20 PM
To: Michael Shanahan; Miguel Lozano
Subject: Approved Office of Traffic Safety Grant (PT25188)

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

Dear Grantee,

The Office of Traffic Safety (OTS) has approved your traffic safety grant, Selective Traffic Enforcement Program (STEP) (PT25188), as part of the California Traffic Safety Program.

Costs incurred must be in accordance with your grant agreement and recorded in your accounting system. No other costs will be reimbursed without prior OTS approval. Grant activities prior to 10/1/2024 or after 9/30/2025 will not be reimbursed.

Within the first quarter of your grant period, your Grant Coordinator will provide you with information about operational and fiscal requirements, as well as tools to manage your new grant.

If you have any questions, please contact your Grant Coordinator, Jim Owens at (916) 509-3014 or email jim.owens@ots.ca.gov.

Sincerely,
Barbara L. Rooney
Director

Application Information

Application No: 25-005738

Application Type:	STEP	Agency (City or County):	National City	Department (Police Dept, DA Office, etc):	National City Police Department
Authorized Representative:	Michael Shanahan	DUNS/SAM Number:	DWSKT6H5J5F3	DUNS/SAM Expiration Date:	
DUNS/SAM Registered Address:	1243 National City Blvd	DUNS/SAM City:	San Diego	DUNS/SAM ZIP+4:	91950-4301

Application Summary

Grants Made Easy Application Titles and Descriptions are pre-populated. For General Grants, provide the Application Title and Application Description.

Application Title:

Selective Traffic Enforcement Program (STEP)

Application Description:

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Problem Statement

Describe the problem(s) to be addressed by providing the following:

1. Describe the city, county, or jurisdiction this grant will impact.
2. Describe the problem(s) to addressed, supported by current and relevant crash data. (most recent calendar year data/stats)
3. Define the target population the grant intends to serve and how they are affected by the problem(s).
4. Do not include state or national information.

Problem Statement:

Drunk/Impaired driving remains a big concern for police because impaired driving increases the risk that driver's will get into traffic collisions and kill or injure themselves or others. Alcohol impairment is the primary factor in traffic fatalities in the United States, where drunk driving is among the most common type of arrest made by police. The number of alcohol related collision deaths is roughly the same as the number of homicide. In addition, vehicle collisions are the leading cause of death in young people ages 15-20; many of these are alcohol related.

Sources: Mother Against Drunk Driving (MADD) and Center for Problem Oriented Policing

The City of National City had eight fatal collisions in 2021, six fatal collisions in 2022 and four in 2023. The National City Police Department showed a slight decline over the past three years in fatal collisions in 2023, down from eight fatal collisions in 2021, six fatal collisions in 2022 to four fatal collision in 2023. Two of the fatal collisions from 2023 involved a bicycle versus a vehicle, one involved a pedestrian and one involved police pursuit. There were no DUI related fatal collisions in 2023. Although fatal collisions are down over the past two years in 2023 there were (254) injury collisions, (30) of these involved alcohol. 2023 showed a significant increase over 2021 and 2022 in injury collisions and a slight increase in DUI injury collisions. The collision data for National City in the calendar year 2022 shows there were 202 injury collisions, 28 of these collisions were alcohol related with one being a fatal collision. The calendar year 2021 indicated there were 233 injury collisions, 32 of which were alcohol related three being fatal collisions. The number of injury collision between 2022 and 2023 increased by 52 collisions (202 in 2022 and 254 in 2023). During the same period DUI injury collisions increased over 2022. Our DUI arrests have remained steady as we continue to place officers in proactive DUI enforcement roles thanks to the OTS grant, rather than just being reactive to collisions or radio calls. In 2022, department wide there were 149 DUI arrests and from 2023 there were 141 DUI arrests.

The National City Police Department continues to struggle with challenges created by the changes in California's controlled substance laws. The legalization of Marijuana and the de-felonization of methamphetamine, heroin and cocaine all contribute to an increase in impaired driving. It is increasingly more important to have qualified DRE officers in the field in order to properly recognize and evaluate individuals who may be driving under the influence of narcotics. It is extremely difficult to recruit and train these officers as it requires work above and beyond their normal patrol duties and they are not compensated for this extra work. Without properly trained DRE officers, many drug DUI arrests will either not be conducted or will not be prosecuted by the District Attorney's Office.

Long regarded as a factor contributing to collisions, speed can take two forms; exceeding the posted speed limit, and speed unsafe for the conditions present, such as heavy traffic or poor weather conditions. Speeding has been found to be directly related to the severity of vehicle collisions. As speed increases, the potential for injury also increases as the speeder has less time to react to hazards since the vehicle is covering greater distance than it would at slower speeds. Speed increases stopping distance. Speed is the number two factor in collisions in National City.

Pedestrian safety is also a huge concern in National City. After vehicle occupants, pedestrians represent the second largest category of motor vehicle deaths. In 2023 we experienced four fatal traffic collisions. Of the four fatal collisions one involved a pedestrian and two involved subjects on a bicycle.

In the areas listed above where there have been a decrease. I attribute this to the

Agency Qualifications:

The National City Police Department has a dedicated traffic unit that consists of three motor officers and one Sergeant. The Sergeant is also responsible for writing and managing the OTS S.T.E.P. grant. The traffic unit is currently at maximum staffing. Additionally, the traffic unit has one professional staff member that assists with day to day administration of the S.T.E.P. grant. She also assists with all clerical work at DUI/Driver's license checkpoints. The National City Police Department employs one community service officer, and one police operations assistant who assists with matters relating to finance.

The National City Police Department has a volunteer staff of two reserve officers and we currently have 8 Police Explorers. Our Explorer program had been decimated by the COVID pandemic but has since returned and is getting stronger. Because we are a smaller agency, we depend on our explorer program to assist with DUI/Driver's license checkpoints. We conducted three checkpoints during 2023.

Within the City of National City there are two accountants with the Finance Department who provide direct administration support in all finance related matters. Additionally, the City of National City's Community Services Division employs three full time Parking Enforcement Officers that assist with traffic related events.

Within the past nine years, the National City Police Department has received funding from the State of California Office of Traffic Safety to participate in traffic operations and educational programs as follows:

$192,000	in 2016
$70,000	in 2017
$120,000	in 2018
$100,000	in 2019
$100,000	in 2020
$101,500	in 2021
$103,000	in 2022
$150,000	in 2023
$142,000	in 2024

Continued funding for traffic safety operations, equipment and educational programs continues to assist the National City Police Department's efforts in meeting yearly stated traffic safety objectives, and maintaining the overall safety of the National City community. Police administrators and city officials have identified DUI and Pedestrian safety as significant problems within our city. With our continued partnerships with OTS, the National City Police Department hopes to continue enforcement and educational efforts within our city.

Community Collaboration and Engagement

Provide a description of the community collaboration and engagement activities that will be conducted by your department and addresses traffic safety. Community collaboration and engagement allows for the appropriate department personnel to engage in conversations to both share information and receive input from the community members regarding traffic safety.

Community Collaboration and Engagement:

Our goal is to develop and implement a community gathering event at one of our local business partner such as Chick-Fila or Starbucks. Our goal would be to hold this event four times during the calendar year. The goal is to have open, two way communication with the members of our community and hear and address any traffic related concerns the community may have. We will use the information gathered at these events for strategic deployment of our resources with the goal to reduce injury and non-injury collisions. This will also help us spread the word on our "lights on" voucher program to provide assistance to motorists in need of lighting equipment repairs.

Goals

Description

Reduce the number of persons killed in traffic crashes.

Reduce the number of persons injured in traffic crashes.

Reduce the number of pedestrians killed in traffic crashes.

Reduce the number of pedestrians injured in traffic crashes.

Reduce the number of bicyclists killed in traffic crashes.

Reduce the number of bicyclists injured in traffic crashes.

Reduce the number of persons killed in alcohol-involved crashes.

Reduce the number of persons injured in alcohol-involved crashes.

Reduce the number of persons killed in drug-involved crashes.

Reduce the number of persons injured in drug-involved crashes.

Reduce the number of persons killed in alcohol/drug combo-involved crashes.

Reduce the number of persons injured in alcohol/drug combo-involved crashes.

Reduce the number of motorcyclists killed in traffic crashes.

Reduce the number of motorcyclists injured in traffic crashes.

Reduce hit & run fatal crashes.

Reduce hit & run injury crashes.

Reduce nighttime (2100 - 0259 hours) fatal crashes.

Reduce nighttime (2100 - 0259 hours) injury crashes.

Custom Description

Objectives

Included	Target Number	Description
Yes	1	Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.
Yes	10	Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.
Yes	12	Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.
Yes	3	Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.
Yes	3	Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
Yes	1	Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).
Yes	1	Send law enforcement personnel to the DRE Recertification training.
Yes	1	Send law enforcement personnel to SFST Instructor training.
Yes	0	Send law enforcement personnel to DRE Instructor training.
Yes	6	Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.
Yes	30	Conduct DUI Saturation Patrol operation(s).
Yes	0	Conduct Court Sting operation(s) to cite individuals driving to and from the court after having their driver's license suspended or revoked.
Yes	0	Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.
Yes	0	Conduct Stakeout operation(s) that employ law enforcement officers to observe repeat DUI offender probationers with suspended or revoked driver licenses.
Yes	32	Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.
Yes	20	Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
Yes	15	Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.
Yes	0	Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).
Yes	15	Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.
Yes	2	Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.

Yes	0	Conduct Know Your Limit campaigns with an effort to reach members of the community.
Yes	8	Participate in highly visible collaborative DUI Enforcement operations.
Yes	8	Participate in highly visible collaborative Traffic Enforcement operations.
Yes	4	Send law enforcement personnel to DUI Checkpoint Planning and Management training.
Yes	8	Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.
Yes	0	Conduct Illegal Street Racing and Modified Vehicle training classes for law enforcement personnel.
Yes	0	Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy.
Yes	2	Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.
Yes	0	Utilize the oral fluid drug screening device at roadside to assist with identifying drug use during DUI investigations. Report on the use, accomplishments, or challenges associated with the use of the oral fluid drug screening device.
Yes	0	Send law enforcement personnel to a POST certified implicit bias training, such as; Implicit Bias and Community Policing, Principles Policing, or Beyond Bias.
Yes	0	Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA.
Included	Target Number	Custom Description

Method of Procedure

Phase 1 - Program Preparation:

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements:

Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

Phase 1 - Program Preparation Addendum:

Phase 2 - Program Operations:

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum:

Phase 3 - Data Collection:

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum:

Budget

Personnel Costs

Hourly Rates - When requesting hours for personnel, enter them as straight time or overtime (for Enforcement Overtime, please use section below) and include the amount of hours that they will spend on grant operations. Example: Personnel getting paid 100% by the grant working a full year at $41.00 per hour would be entered as Straight time, 2080 Units, $41.00 Unit cost or Rate, and 100% Percent Paid by Grant. This gives a total of $85,280.00 for the year.

Benefits – If requesting benefits for personnel, enter all benefits as a separate line item for each. Start the Item Name with the word 'Benefits', enter the corresponding straight time or overtime total amount in the Unit Cost or Rate, and enter the Benefits Rate to have the system calculate Benefit Costs. (Unit Cost) X (Benefits Rate) = Benefit Costs. To properly relate benefits to the correct personnel line item use the Display Order field, for example use 100.0 for Display Order for the personnel line item and 100.1 for Display Order for the associated Benefits.

Display Order	Cost Category	Item Name	Position Type	Benefit Rate	Unit Cost or Rate	Units	Percent Paid by Grant	Calculated Cost to Grant
100.1	A. Personnel Costs	Benefit for Traffic Operations	Overtime	11.18%	$126,634.24	1	100.00%	$14,157.71
100.2	A. Personnel Costs	Benefit for DUI Operations	Overtime	11.18%	$104,697.60	1	100.00%	$11,705.19

Display Order	Cost Category	Enforcement Activity	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
1.0	A. Personnel Costs	DUI Saturation Patrols	DUI Saturation Patrols	$1,495.68	30	$44,870.40
2.0	A. Personnel Costs	DUI/DL Checkpoints	DUI/DL Checkpoints	$9,971.20	6	$59,827.20
3.0	A. Personnel Costs	Distracted Driving	Distracted Driving	$1,495.68	20	$29,913.60
4.0	A. Personnel Costs	Traffic Enforcement	Traffic Enforcement	$1,495.68	32	$47,861.76
5.0	A. Personnel Costs	Motorcycle Safety	Motorcycle Safety	$1,495.68	15	$22,435.20
6.0	A. Personnel Costs	Pedestrian and Bicycle Enforcement	Pedestrian and Bicycle Enforcement	$1,495.68	15	$22,435.20
7.0	A. Personnel Costs	Traffic Safety Education	Traffic Safety Education	$997.12	4	$3,988.48

Personnel Costs: $257,194.74

Travel Expenses

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
201.0	B. Travel Expenses	In State Travel	$3,000.00	1	$3,000.00

Travel Expenses: $3,000.00

Contractual Services

Do not include brand names or names of specific organizations.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
300.0	C. Contractual Services	contractual services	$0.00	1	$0.00

Contractual Services: $0.00

Equipment (must have Unit Cost of at least $5,000)

Do not include brand names or names of specific organizations.

Please include an equipment quote in the Upload Documents Tab.

NOTE : When creating a new "Equipment" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item,* please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
401.0	D. Equipment	DUI Trailer	$52,890.61	1	$52,890.61

Equipment: $52,890.61

Other Direct Costs (must have Unit Cost of less than $5,000, including tax and shipping)

Do not include brand names or names of specific organizations.

NOTE : When creating a new "Other Direct Cost" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item*, please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
501.0	E. Other Direct Costs	DUI Checkpoint Supplies	$3,000.00	1	$3,000.00

Other Direct Costs: $3,000.00

Indirect Costs

Item Name should indicate the % and the Cost Category for Indirect Costs e.g. 15% of Salaries and Benefits. Use the Percent Paid by Grant for the Indirect Rate and the Unit Cost or Rate field to indicate the total amount for which Indirect Costs will be claimed. The system will calculate the Cost to Grant.

Indirect Cost Rate must be supported by a federally approved indirect cost rate letter and uploaded to the application.

Display Order	Cost Category	Item Name	Indirect Rate	Amount Subject to Indirect	Calculated Cost to Grant
600.0	F. Indirect Costs	indirect costs	0.00%	$0.00	$0.00

Indirect Costs: $0.00

Total Requested Funding: $316,085.35

Narrative Review

Review and update Narrative for Budget Items

Cost Category	Item	Narrative	Custom Narrative
A. Personnel Costs	DUI Saturation Patrols	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	DUI/DL Checkpoints	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Distracted Driving	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Traffic Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Motorcycle Safety	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Pedestrian and Bicycle Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
A. Personnel Costs	Traffic Safety Education		
A. Personnel Costs	Benefit for Traffic Operations		
A. Personnel Costs	Benefit for DUI Operations		
B. Travel Expenses	In State Travel		
C. Contractual Services	contractual services		
D. Equipment	DUI Trailer	Fully equipped trailer to transport DUI checkpoint supplies and to serve as a communication and command post during OTS operations. Costs may include the trailer, sales tax, delivery, installation costs, and other modifications and accessories or other items necessary to make the trailer usable for grant purposes, such as a generator, lighting, paint and graphics. The trailer cannot include any furniture or fixtures not affixed to the trailer.	
E. Other Direct Costs	DUI Checkpoint Supplies	On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).	
F. Indirect Costs	Indirect costs		

Upload Documents (Optional)

Please try to include all information in the application itself, but if necessary, upload additional documents here

Document Name	Update Date/Time
OTS Tentatively Approved Your Application 25-005738.pdf	7/8/2024 10:44 AM
Application Report 2024-01-26 18:53:36.pdf	1/26/2024 10:53 AM
DUI_trailer_Estimate 10031.pdf	1/25/2024 11:15 AM

Evaluation, Support, and Submittal

Evaluation, Support, and Submittal

Method of Evaluation:

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

Administrative Support:

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Total Requested Funding:

$316,085.35

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
National City

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
National City Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $195,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Michael Shanahan
TITLE: Traffic Sergeant
EMAIL: mshanahan@nationalcityca.gov
PHONE: (619) 336-4543
ADDRESS: 1200 National City Boulevard
National City, CA 91950

Michael Shanahan
Michael Shanahan (Sep 24, 2024 13:08 PDT)
(Signature) — Sep 24, 2024 (Date)

B. AUTHORIZING OFFICIAL

ADDRESS: Alejandro Hernandez
Chief of Police
ahernandez@nationalcityca.gov
(619) 336-4519
1200 National City Boulevard
National City, CA 91950

alejandro hernandez
(Signature) — Oct 7, 2024 (Date)

C. FISCAL OFFICIAL

ADDRESS: Arnold Ocana
Senior Accountant
aocana@nationalcityca.gov
629-336-4342
1243 National City Blvd.
National City, CA 91950

Arnold Ocana
Arnold Ocana (Oct 7, 2024 10:47 PDT)
(Signature) — Oct 7, 2024 (Date)

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Barbara Rooney
Director
barbara.rooney@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

Barbara Rooney
Barbara Rooney (Oct 8, 2024 12:46 PDT)
(Signature) — Oct 8, 2024 (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: DWSKT6H5J5F3 REGISTERED ADDRESS: 1243 National City Blvd CITY: San Diego ZIP+4: 91950-4301

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-25.1	20.600	0521-0890-101	2023	12/23	BA/23	$11,411.00
164AL-25.1	20.608	0521-0890-101	2023	12/23	BA/23	$30,572.00
402PT-25	20.600	0521-0890-101	2024	22/24	BA/24	$41,589.00
164AL-25	20.608	0521-0890-101	2024	22/24	BA/24	$111,428.00
				AGREEMENT TOTAL		**$195,000.00**

AMOUNT ENCUMBERED BY THIS DOCUMENT
$195,000.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE
Carolyn Vu Oct 7, 2024 13:27 PDT)	Oct 7, 2024	**$195,000.00**

1. PROBLEM STATEMENT

Drunk/Impaired driving remains a big concern for police because impaired driving increases the risk that driver's will get into traffic crashes and kill or injure themselves or others. Alcohol impairment is the primary factor in traffic fatalities in the United States, where drunk driving is among the most common type of arrest made by police. The number of alcohol related crash deaths is roughly the same as the number of homicide. In addition, vehicle crashes are the leading cause of death in young people ages 15-20; many of these are alcohol related.

The National City Police Department showed a slight decline over the past three years in fatal crashes in 2023, down from eight fatal crashes in 2021, six fatal crashes in 2022 to four fatal crash in 2023. Two of the fatal crashes from 2023 involved a bicycle versus a vehicle, one involved a pedestrian and one involved police pursuit. There were no DUI related fatal crashes in 2023. Although fatal crashes are down over the past two years in 2023 there were (254) injury crashes, (30) of these involved alcohol. 2023 showed a significant increase over 2021 and 2022 in injury crashes and a slight increase in DUI injury crashes. The crash data for National City in the calendar year 2022 shows there were 202 injury crashes, 28 of these crashes were alcohol related with one being a fatal crash. The calendar year 2021 indicated there were 233 injury crashes, 32 of which were alcohol related three being fatal crashes. The number of injury crash between 2022 and 2023 increased by 52 crashes (202 in 2022 and 254 in 2023). During the same period DUI injury crashes increased over 2022. Our DUI arrests have remained steady as we continue to place officers in proactive DUI enforcement roles thanks to the OTS grant, rather than just being reactive to crashes or radio calls. In 2022, department wide there were 149 DUI arrests and from 2023 there were 141 DUI arrests.

The National City Police Department continues to struggle with challenges created by the changes in California's controlled substance laws. The legalization of Marijuana and the de-felonization of methamphetamine, heroin and cocaine all contribute to an increase in impaired driving. It is increasingly more important to have qualified DRE officers in the field in order to properly recognize and evaluate individuals who may be driving under the influence of narcotics. It is extremely difficult to recruit and train these officers as it requires work above and beyond their normal patrol duties and they are not compensated for this extra work. Without properly trained DRE officers, many drug DUI arrests will either not be conducted or will not be prosecuted by the District Attorney's Office.

Long regarded as a factor contributing to crashes, speed can take two forms; exceeding the posted speed limit, and speed unsafe for the conditions present, such as heavy traffic or poor weather conditions. Speeding has been found to be directly related to the severity of vehicle crashes. As speed increases, the potential for injury also increases as the speeder has less time to react to hazards since the vehicle is covering greater distance than it would at slower speeds. Speed increases stopping distance. Speed is the number two factor in crashes in National City.

Pedestrian safety is also a huge concern in National City. After vehicle occupants, pedestrians represent the second largest category of motor vehicle deaths. In 2023 we experienced four fatal traffic crashes. Of the four fatal crashes one involved a pedestrian and two involved subjects on a bicycle.

In the areas listed above where there have been a decrease. I attribute this to the enforcement activities enabled by the OTS grant and the opportunity to place more proactive police officers on the streets of National City with the sole purpose of traffic safety. There was a 129% increase in traffic citations from 2022 to 2023. The data also shows there were 1,258 traffic citations, 630 parking citations, and 187 traffic warnings issued in 2023. Between January and December of 2022, there were 549 traffic citations, 1,325

parking citations, and 106 traffic warnings issued. The NCPD two officer and one officer supervisor traffic unit are solely responsible for about 50% of all citations during the calendar year 2023.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	3
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	3
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	1
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	6

9. Conduct DUI Saturation Patrol operation(s).	24
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	14
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	5
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Participate in highly visible collaborative DUI Enforcement operations.	1
16. Participate in highly visible collaborative Traffic Enforcement operations.	1
17. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2

3. **METHOD OF PROCEDURE**

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements:

Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.

- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.

- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT-25	20.600	State and Community Highway Safety	$53,000.00
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$142,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-25	$8,000.00	6	$48,000.00
DUI Saturation Patrols	164AL-25	$1,525.00	24	$36,600.00
Collaborative DUI Enforcement	164AL-25	$1,500.00	1	$1,500.00
Benefits-164OT @ 11.18%	164AL-25	$83,880.00	1	$9,378.00
Traffic Enforcement	402PT-25	$1,450.00	14	$20,300.00
Distracted Driving	402PT-25	$1,450.00	5	$7,250.00
Motorcycle Safety	402PT-25	$1,450.00	5	$7,250.00
Pedestrian and Bicycle Enforcement	402PT-25	$1,450.00	4	$5,800.00
Traffic Safety Educational Presentations	402PT-25	$700.00	2	$1,400.00
Collaborative Traffic Enforcement	402PT-25	$1,500.00	1	$1,500.00
Benefits- 402OT @ 11.18%	402PT-25	$55,000.00	1	$6,149.00
Category Sub-Total				$145,127.00
B. TRAVEL EXPENSES				
In State Travel	402PT-25	$3,351.00	1	$3,351.00
				$0.00
Category Sub-Total				$3,351.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
DUI Trailer	164AL-25	$45,000.00	1	$45,000.00
Category Sub-Total				$45,000.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-25	$1,522.00	1	$1,522.00
Category Sub-Total				$1,522.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$195,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits-164OT @ 11.18% - Benefits breakdown: Medicare - 1.45% Workers Comp - 9.73% Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Benefits- 402OT @ 11.18% - Benefits breakdown: Medicare - 1.45% Workers Comp - 9.73% Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers March 2025 and OTS Traffic Safety Law Enforcement Forum 2025. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT DUI Trailer-Fully equipped trailer to transport DUI checkpoint supplies and to serve as a communication and command post during OTS operations. Costs may include the trailer, sales tax, delivery, installation costs, and other modifications and accessories or other items necessary to make the trailer usable for grant purposes, such as a generator, lighting, paint and graphics. The trailer cannot include any furniture or fixtures not affixed to the trailer.
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies.

Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).

INDIRECT COSTS

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled **"Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension,** Ineligibility and Voluntary Exclusion—Lower Tier Covered **Transaction,"** provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled **"Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension,** Ineligibility and Voluntary Exclusion—**Lower Tier Covered Transaction," without modification, in all lower** tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential Initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT25188
Agency Name:	National City Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$195,000.00
Authorizing Official:	Alejandro Hernandez
Fiscal Official:	Arnold Ocana
Grant Director:	Michael Shanahan

CURRENT GEMS USER(S)

1. Damian Ballardo
Title: Sergeant
Phone: (619) 336-4475
Email: dballardo@nationalcityca.gov
Media Contact: Yes

2. Ronald Gutlay
Title: Management Analyst II
Phone: (619) 336-4517
Email: rgutlay@nationalcityca.gov
Media Contact: No

3. Miguel Lozano
Title: Police Officer
Phone: (619) 336-4419
Email: mlozano@nationalcityca.gov
Media Contact: Yes

4. Michael Shanahan
Title: Traffic Sergeant
Phone: (619) 336-4543
Email: mshanahan@nationalcityca.gov
Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☑	Add as a media contact? Yes ☐ No ☐
Damian Ballardo	Police Sergeant
Name	Job Title
DBallardo@nationalcityca.gov	(619) 336-4475
Email address	Phone number
GEMS User 2 Add/Change ☑ Remove Access ☐	Add as a media contact? Yes ☐ No ☑
William Phillips JR	Police Corporal
Name	Job Title
wphillipsjr@nationalcityca.gov	(619) 336-4438
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by: Scott Shanahan Scott Shanahan (Sep 24, 2024 13:05 PDT)	Date: Sep 24, 2024

As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.

Michael Shanahan Michael Shanahan (Sep 24, 2024 13:08 PDT)	Michael Shanahan
Signature	Name
Sep 24, 2024	Grant Director
Date	Title

Grant Agreement - PT25188

Final Audit Report 2024-10-08

Created:	2024-09-23
By:	Jim Owens (jim.owens@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1Tyhspaq8AaT0l9NU9dsI1pG4ILSh62b

"Grant Agreement - PT25188" History

Document created by Jim Owens (jim.owens@ots.ca.gov)
2024-09-23 - 1:47:40 PM GMT

Document emailed to mshanahan@nationalcityca.gov for signature
2024-09-23 - 1:47:49 PM GMT

Email viewed by mshanahan@nationalcityca.gov
2024-09-24 - 6:43:20 PM GMT

Signer mshanahan@nationalcityca.gov entered name at signing as Scott Shanahan
2024-09-24 - 8:05:07 PM GMT

Document e-signed by Scott Shanahan (mshanahan@nationalcityca.gov)
Signature Date: 2024-09-24 - 8:05:09 PM GMT - Time Source: server

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2024-09-24 - 8:05:12 PM GMT

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2024-09-24 - 8:07:53 PM GMT

Signer mshanahan@nationalcityca.gov entered name at signing as Michael Shanahan
2024-09-24 - 8:08:38 PM GMT

Document e-signed by Michael Shanahan (mshanahan@nationalcityca.gov)
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Document emailed to Arnold Ocana (aocana@nationalcityca.gov) for signature
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New document URL requested by mshanahan@nationalcityca.gov
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2024-10-07 - 5:46:48 PM GMT

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Signature Date: 2024-10-07 - 7:51:33 PM GMT - Time Source: server

Document emailed to Carolyn Vu (Carolyn.Vu@ots.ca.gov) for signature
2024-10-07 - 7:51:35 PM GMT

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2024-10-07 - 8:27:22 PM GMT

Document e-signed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)
Signature Date: 2024-10-07 - 8:27:28 PM GMT - Time Source: server

Document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov) for signature
2024-10-07 - 8:27:30 PM GMT

Email viewed by Barbara Rooney (barbara.rooney@ots.ca.gov)
2024-10-08 - 10:20:00 PM GMT

Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)
Signature Date: 2024-10-08 - 10:20:11 PM GMT - Time Source: server

Agreement completed.
2024-10-08 - 10:20:11 PM GMT

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE 2025 OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF $195,000, AND AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF $195,000.

WHEREAS, the National City Police Department ("NCPD") submitted an application to the Office of Traffic Safety ("OTS") for consideration for a Selective Traffic Enforcement Program ("STEP") grant; and

WHEREAS, OTS awarded a STEP grant in the amount of $195,000; and

WHEREAS, the purpose of the STEP grant is to implement programs to reduce the number of persons killed or injured in traffic collisions and alcohol related accidents; and

WHEREAS, the STEP grant funds will be used to fund operations such as DUI/Driver's License checkpoint, DUI saturation patrols and other enforcement operations relating to speed and red-light violations.

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

Section 1: That the City Council hereby authorizes the acceptance of the Selective Traffic Enforcement Program grant, grant number PT25188, from the Office of Traffic Safety in the amount of $195,000.

Section 2: That the City Council authorizes the establishment of an appropriation of $195,000 and a corresponding revenue budget in the Police Department Grants Fund.

Section 3: 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 19th day of November, 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: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Project Close-Out and Notice of Completion for the Las Palmas Swimming Pool Renovation Project, CIP No. 22-01.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by California Commercial Pools, Inc. for the Las Palmas Swimming Pool Renovation Project, CIP No. 22-01; 2) Approving the Final Contract Amount of $3,447,287.51; 3) Ratifying the Release of Retention in the Amount of $172,989.13; and 4) Authorizing the Mayor to Sign the Notice of Completion."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The scope of the Las Palmas Swimming Pool Renovation project included re-plastering, re-decking and expanding the width of the pool by 10 feet. The pool's expansion was based on the City Council's desire to increase the pool's capacity for both programming opportunities and swimming time for City residents. The expansion of the width of the pool created positive benefits for the community, including:

- A 100% increase in lap and recreational swimming for both programmed (fee-based) and free swimming.
- Brought the pool to the standard size for competition at the high school and collegiate level.
- Created the ability to construct different configurations for pool usage, resulting in more flexibility for programmed and free swim options simultaneously, increasing the overall use of the pool.

On June 23, 2022, the bid solicitation was posted on Planet Bids, a free public electronic bidding system for contractors. On June 28, 2022, and July 5, 2022, the bid solicitation was advertised in local newspapers.

On July 20, 2022, two (2) bids were received by the 2:00 p.m. deadline. California Commercial Pools, Inc., was the apparent lowest bidder with a base bid amount of $3,206,850. Upon review of all documents submitted, California Commercial Pools, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

On August 16, 2022, City Council awarded the contract to California Commercial Pools, Inc. in the amount not to exceed $3,206,850 and authorized a 10% contingency in the amount of $320,685 to address any unforeseen conditions that may arise.

The Notice to Proceed with construction was issued on September 8, 2022. Construction started on September 12, 2022 and was completed on June 12, 2024. Photos of the completed project are shown in Exhibit A.

The change orders issued for this project are detailed in the Final Contract Balance Report (Exhibit B). The change orders and line-item adjustments increased the contract by $281,993.83. This results in an 8.91% contract increase for a final contract balance of $3,447,287.51.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by California Commercial Pools, Inc. for the Las Palmas Swimming Pool Renovation project, CIP 22-01; 2) approve the final contract balance of $3,447,287.51; 4) ratify the release of retention in the amount of $172,989.13; 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:
Expenditures and associated funding sources for this project were as follows:

Exp. Account No. 001-409-500-598-1173 - $957,476.67 (State Grant - Las Palmas Pool Widening)
Exp. Account No. 117-409-500-598-1173 - $2,489,810.84 (ARPA - Las Palmas Pool Renovation)

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

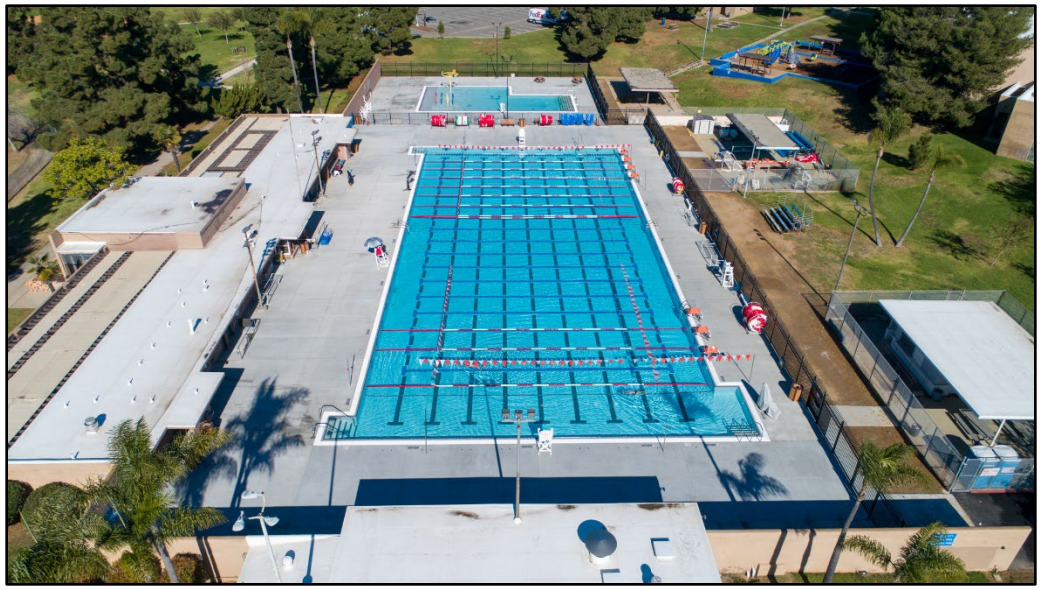
ENVIRONMENTAL REVIEW:
The project qualifies as a Categorical Exemption, consistent with CEQA Guidelines. Existing Facilities. CCR 15301(c).

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

ORDINANCE:
Not Applicable

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

Las Palmas Swimming Pool Photos



Las Palmas Swimming Pool Photos

FINAL CONTRACT BALANCE

DATE: September 25, 2024

PROJECT: Las Palmas Swimming Pool Renovation Project
FY 22-24
CIP No. 22-01

TO: California Commercial Pool Inc.
2255 E Auto Centre Dr.
Glendora, CA 91740

ORIGINAL CONTRACT AMOUNT:	$ 3,206,850.00
START DATE:	September 12, 2022
COMPLETION DATE:	June 12, 2024
ORIGINAL CONTRACT LENGTH:	140 Working Days
EXTENTION OF WORK DAYS:	64 Working Days
WORKING DAYS SUSPENDED:	230 Working Days
TOTAL CONTRACT TIME:	434 Working Days
FINAL CONTRACT AMOUNT:	$3,447,287.51

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 contractor to remove additional pool deck concrete with thickened areas resulting in approximately 40 CY of additional material. This Change Order total amount was **$12,000.00.**

Change Order #2 directed the contractor to remove and properly dispose transite pipe encountered during the pool widening excavation. The Contractor was required to follow all County protocols, file all necessary disposal manifests, properly handle, remove, and dispose all existing transite pipe by a licensed abatement company. This Change Order total amount was **$ 7,139.00.**

Change Order #3 directed the contractor to construct additional key ways as recommended by ADG within the pool floor trenches. The contractor was requested to perform the work per a revised detail as provided by the Design Engineer and pouring the additional concrete needed to fill the keyways.
This Change Order total amount was **$ 10,258.00.**

FINAL CONTRACT BALANCE

Las Palmas Swimming Pool Renovation Project

CIP 22-01

Change Order #4 directed the contractor to remove the existing planter walls against the pool room bath house as directed by the city including all footings, vegetation and dirt within to subgrade in order to facilitate deck and drainage placement. This Change Order total amount was **$ 23,500.00.**

Change Order #5 directed the contractor to remove an unknown existing concrete slab encountered under the existing deck. The removal of the slab was required for the installation of the new deck drains. This Change Order total amount was **$ 5,532.20.**

Change Order #6 renegotiated bid item #13 per Section 3-2.2.2 of the contract specifications from the original unit price of $1882.35 to a revised unit price of $785.00 each for an additional 47 units. This Change Order total amount was **$ 36,895.00.**

Change Order #7 directed the contractor to install a new 1.5" backflow preventer and enclosure for the external hose bibs around the pool deck per the County Health code requirements. This Change Order total amount was **$ 2,731.63.**

Change Order #8 directed the contractor to install two additional overhead light poles and lights, one between the competition pool and the activity pool and one to the north of the activity pool. This CO included all conduit placed, foundations, reinforcement, dirt export, wire, labor and incidental materials to perform all work. This Change Order total amount was **$ 46,800.00.**

Change Order #9 directed the contractor to install new main drain lines from the existing connection point near the mechanical room to all connection area drain points identified on the revised plans. All existing drains were reviewed by city crews and found to be unusable and inoperative and required complete replacement. All work was performed on a T&M basis. This Change Order total amount was **$35,225.09.**

Change Order #10 directed the contractor to install slot drains beneath the pool deck on the north side of the activity pool, between the competition pool and the activity pool and on the south side of the competition pool. The slot drains were not shown on the original plans and allowed the pool deck to meet ADA compliance and connect to the new main drains installed. This Change Order total amount was **$ 54,739.00.**

Change Order #11 renegotiated bid item #9 per Section 3-2.2.2 of the contract specifications from the original unit price of $2,500.00 to a revised unit price of $1,780.00 each for an additional 6 units. This Change Order total amount was **$ 10,680.00.**

Change Order #12 redesigned the deck layout to meet ADA compliance. As a result, the revised plans required new handrails at all locker room entrances with ramps per the Building Code. This Change Order total amount was **$ 14,473.41.**

Change Order #13 directed the contractor to remove and properly dispose of additional transit pipe encountered during the trench drain installation. This Change Order total amount was **$ 6,825.00.**

FINAL CONTRACT BALANCE

Las Palmas Swimming Pool Renovation Project

CIP 22-01

Change Order #14 directed the contractor to remove and replace two IPS M920 chemical controllers at the Las Palmas Pool facility. The new controllers allowed for proper chemical feeds to both the competition pool and the activity pool. This Change Order total amount was **$ 7,505.00.**

Change Order #15 directed the contractor to remove and replace the existing handrails at the activity pool and replace with new handrails. This Change Order total amount was **$ 3,875.00.**

Change Order #16 directed the contractor to provide 10 additional water polo goal tethers to accommodate the modified pool use with colors as identified by the city. This Change Order total amount was **$ 4,207.00.**

Change Order #17 directed the contractor to provide and install panic hardware on two gates that lead from the activity pool to the competition pool as directed by the Building Department. New hardware matched the existing hardware installed on other gates within the pool. This Change Order total amount was **$ 9,608.00.**

Change Order #18 directed the contractor to provide and replace 6 existing doors in both the mechanical room and bath house, modify door swing per the Building Department, replace casing, hardware and rekey. This Change Order total amount was **$ 9,688.00.**

Change Order #19 directed the contractor to provide one additional door jamb to replace a deteriorated existing jamb not originally accounted for under Change Order 18. This Change Order total amount was **$ 539.84.**

Change Order #20 was voided after issuance as the city decided to performed the work at a later date. This Change Order total amount was **$ 0.00.**

Change Order #21 back charged the contractor for inspection hours due to the perimeter fence not passing the original project acceptance. The contractor was required to perform the work again requiring numerous site inspections until contract compliance was met. Per the project specifications the contractor was responsible for the added inspection costs. The city assessed the contractor with 73.5 inspection hours for a total deductive Change Order amount of $12,495.00.

All Change Orders listed above increased the total contract amount by **$ 281,993.83.**

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:

FINAL CONTRACT BALANCE

Las Palmas Swimming Pool Renovation Project

CIP 22-01

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
6	Pool Deck Removal	SF	26992	$ 5.60	$ 151,155.20		$ -	26992	$ 151,155.20	26417.5	$147,938.00	$ (3,217.20)
7	Pool Deck Replacement (S)	SF	24142	$ 20.00	$ 482,840.00		$ -	24142	$ 482,840.00	21588	$431,760.00	$ (51,080.00)
9	New Racing Platform Anchors (S)	EA	16	$ 2,500.00	$ 40,000.00		$ -	16	$ 40,000.00	20	$ 50,000.00	$ 10,000.00
10	New Stancion Sockets (S)	EA	30	$ 83.33	$ 2,499.90		$ -	30	$ 2,499.90	16	$ 1,333.28	$ (1,166.62)
13	New Lane Line Anchors (S)	EA	17	$ 1,882.35	$ 31,999.95		$ -	17	$ 31,999.95	21	$ 39,529.35	$ 7,529.40
14	VGBA / AB1020 Main Drain Replace	EA	3	$ 3,333.33	$ 9,999.99		$ -	3	$ 9,999.99	2	$ 6,666.66	$ (3,333.33)
17	New Interior 5' Fence and Gates (S)	LF	92	$ 543.48	$ 50,000.16		$ -	92	$ 50,000.16	110	$ 59,782.80	$ 9,782.64
19	New Main Drains (S)	EA	3	$ 11,666.67	$ 35,000.01		$ -	3	$ 35,000.01	2	$ 23,333.34	$ (11,666.67)
22	New Pool Tile (S)	SF	1500	$ 233.33	$ 349,995.00		$ -	1500	$ 349,995.00	1875	$437,493.75	$ 87,498.75
23	New Compliant Perimeter Fencing,	LF	600	$ 575.00	$ 345,000.00		$ -	600	$ 345,000.00	450	$258,750.00	$ (86,250.00)
26	Rebar/Gunite Repair (S)	LF	150	$ 26.67	$ 4,000.50		$ -	150	$ 4,000.50	163	$ 4,347.21	$ 346.71
CO1	Additional Pool Deck Thickness	LS				1	$12,000.00	1	$12,000.00	1	$12,000.00	$ -
CO2	Removal of asbestos pipe	LS				1	$7,139.00	1	$7,139.00	1	$7,139.00	$ -
CO3	Additional Keyways	LS				1	$10,258.00	1	$10,258.00	1	$10,258.00	$ -
CO4	Planter Wall Removal'	LS				1	$23,500.00	1	$23,500.00	1	$23,500.00	$ -
CO5	Remove additional unknown concrete	LS				1	$5,532.20	1	$5,532.20	1	$5,532.20	$ -
CO6	Additional Lane Line Anchors	EA				47	$36,895.00	47	$36,895.00	47	$36,895.00	$ -
CO7	Backflow Device	LS				1	$2,731.63	1	$2,731.63	1	$2,731.63	$ -
CO8	Overhead Lighting	LS				1	$46,800.00	1	$46,800.00	1	$46,800.00	$ -
CO9	Drain replacement T&M	LS				1	$27,492.75	1	$27,492.75	1	$27,492.75	$ -
CO10	Slot Drains	LS				1	$54,739.00	1	$54,739.00	1	$54,739.00	$ -
CO11	Additional Racing Platform Anchors	EA				6	$10,680.00	6	$10,680.00	6	$10,680.00	$ -
CO12	Handrailing	LS				1	$14,473.41	1	$14,473.41	1	$14,473.41	$ -
CO13	Removal of additional asbestos pipe	LS				1	$6,825.00	1	$6,825.00	1	$6,825.00	$ -
CO14	Chemical Controllers	LS				1	$7,505.00	1	$7,505.00	1	$7,505.00	$ -
CO15	Activity Pool Handrails	LS				1	$3,875.00	1	$3,875.00	1	$3,875.00	$ -
CO16	Water Polo Goal Tethers	LS				1	$4,207.00	1	$4,207.00	1	$4,207.00	$ -
CO17	Panic Hardware on Activity Pool Gates	LS				1	$9,608.00	1	$9,608.00	1	$9,608.00	$ -
CO18	Replace bathhouse and electrical room doors	LS				1	$9,688.00	1	$9,688.00	1	$9,688.00	$ -
CO19	Added door Jamb	LS				1	$539.84	1	$539.84	1	$539.84	$ -
CO20	VOID								$0.00		$0.00	$ -
CO21	Inspeciton Charges	LS				1	($12,495.00)	1	($12,495.00)	1	($12,495.00)	$ -
				Total Bid	**$ 1,565,490.71**		**$ 281,993.83**		**$ 1,847,484.54**		**$1,805,928.22**	**$ (41,556.32)**

Line-item adjustments per the attached FINAL BILLING STATEMENT resulted in a decrease of $41,4556.32.

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 **$3,447,287.51.**

2. A retention in the amount of **$172,989.13** 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. California Commercial Pool Inc. 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 June 12, 2024 of the:

Las Palmas Swimming Pool Renovation, CIP No. 22-01

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

1800 E 22nd Street 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

California Commercial Pools Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: General Laborer, Equipment and Materials to will re-plaster, re-tile both the Competition and Activity pool, re-deck both pool areas, provide new anchorage for the competition pool, all new deck drains, replace mechanical room equipment identified, remove and replace perimeter fencing and expand the width of the competition pool by 10 feet. The expansion of the pool is based on the City Council's desire to increase the pool's capacity and activity.

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: November 19, 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 November 19, 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 CALIFORNIA COMMERCIAL POOLS, INC. FOR THE LAS PALMAS SWIMMING POOL RENOVATION PROJECT, CIP NO. 22-01; 2) APPROVING THE FINAL CONTRACT AMOUNT OF $3,447,287.51; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF $172,989.13; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION.

WHEREAS, the Las Palmas Swimming Pool Renovation project, CIP No. 22-01, included re-plastering, re-decking and expanding the width of the pool by 10 feet (the "Project"); and

WHEREAS, the pool's expansion was based on the City Council's desire to increase the pool's capacity for both programming opportunities and swimming time for City residents, with the expansion of the width of the pool creating positive benefits for the community, including a 100% increase in lap and recreational swimming for both programmed (fee-based) and free swimming; bringing the pool to the standard size for competition at the high school and collegiate level; and creating the ability to construct different configurations for pool usage, resulting in more flexibility for programmed and free swim options simultaneously, increasing the overall use of the pool; and

WHEREAS, on August 16, 2022, City Council awarded the contract for the Project to California Commercial Pools, Inc. ("CCP") in the amount not to exceed $3,206,850 and authorized a 10% contingency in the amount of $320,685 to address any unforeseen conditions that may arise; and

WHEREAS, on September 8, 2022, the Notice to Proceed with construction was issued to CCP; and

WHEREAS, construction on the Project started on September 12, 2022 and was completed on June 12, 2024; and

WHEREAS, Project change orders and line-item adjustments increased the contract by $281,993.83, which results in an 8.91% increase to the original contract award, for a final contract balance of $3,447,287.51; 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 California Commercial Pools, Inc. for the Las Palmas Swimming Pool Renovation project, CIP No. 22-01.

Section 2: That the City Council hereby approves the final contract balance of $3,447,287.51.

Section 3: That the City Council hereby ratifies the release of retention in the amount of $172,989.13.

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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: Engineering & Public Works
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, November 19, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Project Close-Out and Notice of Completion for the P-1 Sewer Upsize Project - Phase II, CIP No. 20-01.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Ortiz Corporation for the P-1 Sewer Upsize Project - Phase II, CIP 20-01; 2) Approving the Final Contract Amount of $1,478,225.71; 3) Ratifying the Release of Retention in the Amount of $73,911.30; and 4) Authorizing the Mayor to Sign the Notice of Completion.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The scope of the P-1 Sewer Upsize Project - Phase II consisted of replacing approximately 600 linear feet of existing 8-inch sewer main with new 12-inch sewer main and approximately 400 linear feet with new 14-inch pipe. The area adjacent to the old land fill site (locally known historically as the “Duck Pond”) and also a portion of the pipe alignment within developed private property required trenchless installation using jack and bore construction. The existing 8-inch clay pipe, which was identified as undersized in the City’s Sewer Master Plan, had reached the end of its useful life and therefore, needed to be replaced.

On July 20, 2022, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On July 25, 2022, and July 27, 2022, the bid solicitation was advertised in local newspapers.

On August 18, 2022, five (5) bids were received by the 2:00 p.m. deadline. Ortiz Corporation was the apparent lowest bidder with a total bid amount of $1,631,274.64. Upon review of all documents submitted, Ortiz’s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

On October 18, 2022, per Resolution No. 2022-162 (Exhibit A), City Council awarded the contract to Ortiz Corp. in the amount not to exceed $1,631,274.64 and authorized a 15% contingency in the amount of $244,691 to address any unforeseen conditions that may arise.

The Notice to Proceed with construction was issued on March 14, 2023. Construction started on March 20, 2023 and was completed on January 11, 2024.

The change orders issued for this project are detailed in the Final Contract Balance Report (Exhibit B). The change orders and line-item adjustments made due to differing field conditions and an efficient construction process reduced the contract by $153,048.93. This resulted in a 9.4% decrease from the contract award amount, for a final contract balance of $1,478,225.71.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by Ortiz Corporation for the P-1 Sewer Upsize Project - Phase II, CIP 20-01; 2) approve the final contract balance of $1,478,225.71; 3) ratify the release of retention in the amount of $73,911.30; 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 $1,875,965.64. As the final cost of the project was $1,478,225.71, the remaining authorized amount of $397,740.93 will be released back to the Sewer Fund balance.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:
Notice of Exemption under Class 2 Section 15302 of the CEQA Guidelines was filed with the County Recorder's Office on February 3, 2020.

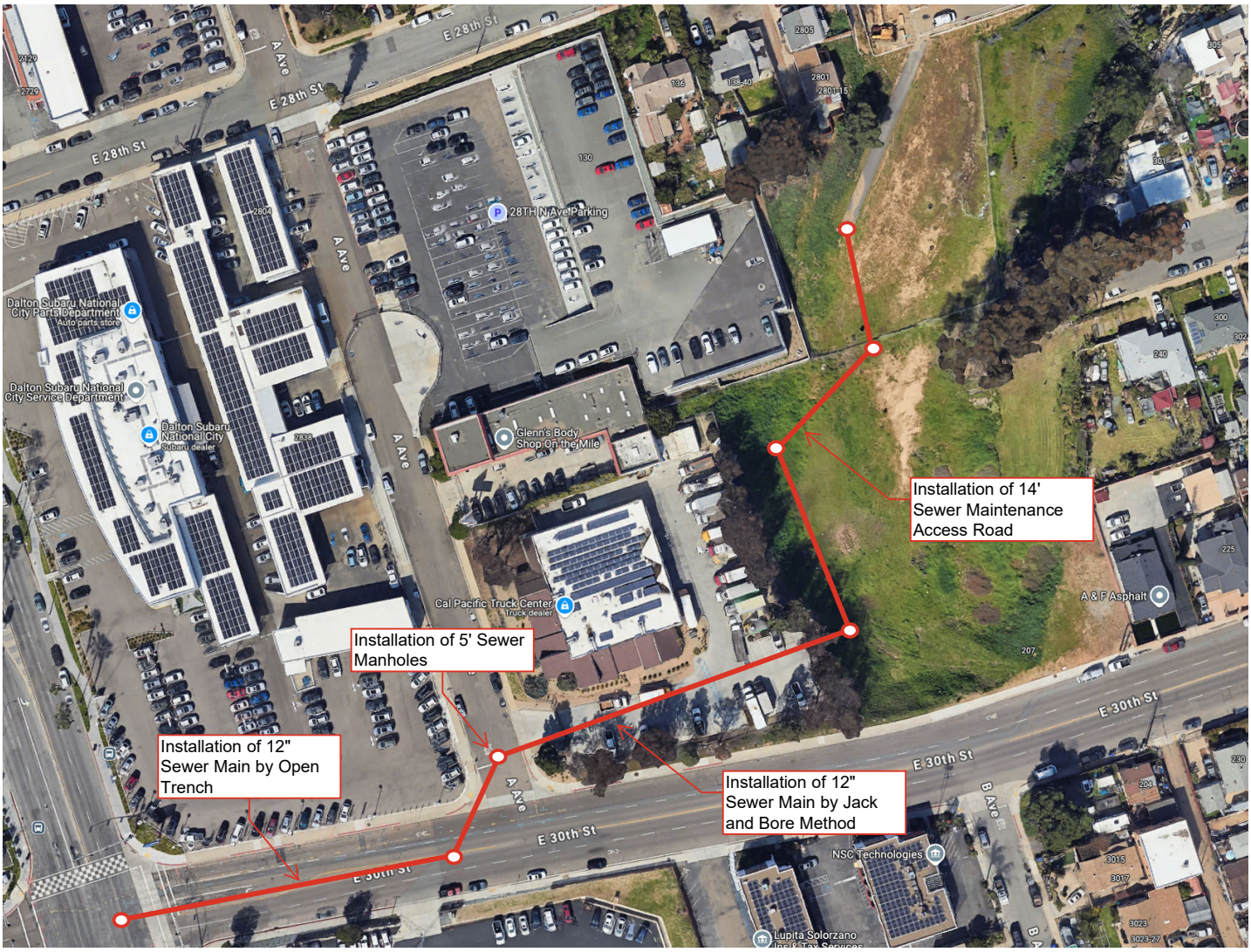
PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Project Location Map
Exhibit B – Contract Award Resolution
Exhibit C – Final Contract Balance
Exhibit D – Notice of Completion
Exhibit E – Resolution

Exhibit A

P-1 Sewer Upsizing Project - Phase II



Project Location Map

CIP No. 20-01

Exhibit B

RESOLUTION NO. 2022 - 162

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1.) AWARDING A CONTRACT TO ORTIZ CORPORATION IN THE NOT TO EXCEED AMOUNT $1,631,274.64 FOR THE P1 SEWER UPSIZE PROJECT - PHASE II NATIONAL CITY BLVD/30TH STREET, CIP NO. 20-01 2.) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $244,691 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, the existing 8-inch sewer between National City Blvd. and 30th Street is undersized and needs to be replaced; and

WHEREAS, on July 20, 2022, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on August 18, 2022, five (5) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon a review of all documents submitted, Ortiz Corporation'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 Ortiz Corporation for $1,631,274.64 for P1 Sewer Upsize Project Phase II National City Blvd. /30th Street, CIP No. 20-0, attached to the Agenda Report as Exhibit 4.

Section 2: Authorizes a 15% contingency in the amount of $244,691 for any unforeseen changes.

Section 3: 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 18th day of October, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

for Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, Interim City Attorney

Passed and adopted by the City Council of the City of National City, California, on October 18, 2022 by the following vote, to-wit:

Ayes: Sotelo-Solis, Bush, Morrison, Rios, Rodriguez

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: ALEJANDRA SOTELO-SOLIS
Mayor of the City of National City, California

Luz Molina
City Clerk of the City of National City, California

BY: Tonya Hussain
for Shelley Chapel, MMC, Deputy City Clerk

FINAL CONTRACT BALANCE

DATE: September 10, 2024

PROJECT: P1 Sewer Upsize Project – Phase II National City Blvd/30th St
CIP No. 20-01

TO: Ortiz Corporation
2000 McKinley Ave
National City, CA 91950

ORIGINAL CONTRACT AMOUNT:	$1,631,274.64
START DATE:	MARCH 20, 2023
COMPLETION DATE:	JANUARY 11, 2024
ORIGINAL CONTRACT LENGTH:	100 Working Days
EXTENSION OF WORK DAYS:	1 Working Day
TOTAL CONTRACT TIME:	101 Working Days
FINAL CONTRACT AMOUNT:	$1,478,225.71

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 provided for coordination between the Contractor and Sweetwater Authority to identify, cut and cap an unmarked abandoned utility line. This Change Order total amount was **$1,967.66.**

Change Order #2 directed the Contractor to assist City Public Works staff with identifying and clearing sewage backup at sewer manhole 172. This Change Order total amount was **$3,490.80.**

Change Order #3 provided bid line item adjustments for line items which had different quantities measured in the field as opposed to the plans. The City received credits for dewatering, installation of manholes and 12" sewer main, removal of hazardous and unsuitable materials and removals of fencing and sewer laterals. There were some additional costs for additional PCC improvements installed by the Contractor. The net change resulted in a credit to the City. This Change Order total amount was (**$158,507.39).**

All Change Orders listed above decreased the total contract amount **($153,048.93).**

FINAL CONTRACT BALANCE

P1 Sewer Upsize Project – Phase II National City Blvd/30th St

CIP No. 20-01

Original Contract Amount:	$1,631,274.64
Change Order Total:	($153,048.93)
New Contract Amount:	$1,478,225.71
Line-Item Adjustments:	$0.00
Final Contract Balance:	$1,478,225.71

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 **$1,478,225.71**
2. As a result of the satisfactory completion of said project, a retention amount of **$73,911.30** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

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. Ortiz Corporation 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 January 11, 2024 of the:
P1 Sewer Upsize Project – Phase II National City Blvd/30th St, CIP No. 20-01
Work of improvement or portion of work of improvement under construction or alteration.

National City Blvd/30th St.	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
Ortiz Corporation
Name of Original Contractor

The following work and material were supplied:
Labor provided: General laborer and operators. Materials: Concrete, asphalt, and SDR-35 sewer Pipe. Equipment: Jack and bore machine, excavator and paving 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: November 19, 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 November 19, 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 ORTIZ CORPORATION FOR THE P-1 SEWER UPSIZE PROJECT – PHASE II, CIP NO. 20-01; 2) APPROVING THE FINAL CONTRACT AMOUNT OF $1,478,225.71; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF $73,911.30; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION.

WHEREAS, the P-1 Sewer Upsize Project - Phase II, CIP No. 20-01, consisted of replacing approximately 600 linear feet of existing 8-inch sewer main with new 12-inch sewer main and approximately 400 linear feet with new 14-inch pipe (the "Project"); and

WHEREAS, additionally, the Project included replacement of an existing 8-inch clay pipe which was identified as undersized in the City's Sewer Master Plan and had reached the end of its useful life; and

WHEREAS, on October 18, 2022, City Council awarded the contract for the Project to Ortiz Corporation ("Ortiz") in the amount not to exceed $1,631,274.64 and authorized a 15% contingency in the amount of $244,691 to address any unforeseen conditions that may arise; and

WHEREAS, on March 14, 2023, the Notice to Proceed with construction was issued to Ortiz; and

WHEREAS, construction on the Project started on March 20, 2023 and was completed on January 11, 2024; and

WHEREAS, Project change orders and line-item adjustments decreased the contract by $153,048.93, which results in an 9.4% contract decrease to the original contract award, for a final contract balance of $1,478,225.71; 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 Ortiz Corporation for the P-1 Sewer Upsize Project – Phase II, CIP No. 20-01.

Section 2: That the City Council hereby approves the final contract balance of $1,478,225.71.

Section 3: That the City Council hereby ratifies the release of retention in the amount of $73,911.30.

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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Community Development**
Prepared by: **Martin Reeder, AICP – Asst. Director of Community Development**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Summary Vacation of an Unused and Undeveloped Section of Paradise Avenue East of Plaza Blvd.

RECOMMENDATION:
Adopt the Resolution Entitled, **"**Resolution of the City Council of the City of National City Authorizing the Execution of an Order of Vacation of an Unused Section of Paradise Avenue East of Plaza Blvd."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The Planning Commission made a finding of General Plan Conformance.

EXPLANATION:
Executive Summary
The Engineering and Public Works Department is requesting to vacate a portion of undeveloped City right-of-way located on the north side of Paradise Valley Road (see attached Exhibit B). The reason for the request is that the City has a right-of-way constraint along the north side of a creek channel along Paradise Valley Road in this area: the City's easement over the channel runs along the bottom of the creek and does not include the northern bank of the creek (see attached Exhibit C).

Site Characteristics
The area is adjacent to an undeveloped residential property ("Property") to the south, and three residential properties to the north. This southern property is zoned RS-1 (Large Lot Residential) and is privately owned. On the south side of said property, adjacent to Paradise Valley Road, is a City drainage channel that is part of a CIP (Capital Improvement Program) enhancement project. The Property is generally used as storage area for contractors engaged in local infrastructure projects. The Property has been kept clean and free of weeds. The right-of-way to be vacated is 60 feet wide and is approximately 19,800 square feet in size. A steep dirt hill occupies approximately 25% of the property to be vacated.

Proposal
The Engineering and Public Works Department is requesting the vacation in association with the Paradise Creek Water Quality and Community Enhancement phase 2 project, currently underway

("Project"). The project proposes to make the creek channel wider, which will encroach on to the adjacent private property to the north. Vacating the unused portion of right-of-way (Paradise Avenue), the City has requested an equivalent easement area on the north side of the creek, allowing the City to widen the creek and create an access road necessary for Public Works crews to maintain the channel, which is ready to be executed once approved. The right-of-way proposed to be vacated is 60 feet wide. If vacated, half of the right-of-way (30 feet) will go to the properties on each side.

Analysis

Pursuant to the City's procedures, the summary vacation process starts with direction from the City Council, which was provided on May 7, 2024. The Planning Commission subsequently held a hearing to consider the conformity of the proposed vacation with the General Plan on May 20, 2024, at which time such a finding was made. The final step is for the City Council to adopt a resolution summarily vacating the street segment in question, which is the subject of tonight's hearing.

General Plan Conformance

The street segment proposed to be vacated is an undeveloped "paper street" and is not designated as a road or street in the Circulation Element of the General Plan.

Vacating the street in this location would resolve a right-of-way constraint by ensuring an adequate easement over the creek channel in the area. In addition, it would facilitate a CIP project that will improve drainage through the area. The vacation would therefore be consistent with the following General Plan policies:

- **Policy S-2.1:** Prioritize funding and implementation of needed flood control and drainage improvements.

- **Policy S-2.5:** Encourage modifications to floodways to restore creek capacity, stabilize creek banks, and restore habitat or water quality, where feasible.

Summary

The General Plan Circulation Element does not identify the area as a road or street. The proposed street vacation does not conflict with the policies and goals of the General Plan. Furthermore, the vacation would resolve a right-of-way constraint and facilitate an important CIP project. Staff is recommending the summary vacation of Paradise Avenue in this location.

Options

1. Order the summary vacation of the unused section of Paradise Avenue; or
2. File the report (deny).

FINANCIAL STATEMENT:

There is an estimated cost of $1,000 to create the metes and bounds and the easement map that will be paid from the Integrated Regional Water Management (IRWM) Grant that is funding the improvements to the drainage channel.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Minor Alterations in Land Use Limitations CCR 15305. This project qualifies for a Notice of Exemption.

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 – Resolution and Order of Vacation
Exhibit B – Order of Vacation Exhibits
Exhibit C – Location Maps
Exhibit D – Proposed Easement and Street Vacation
Exhibit E – Site Photos
Exhibit F – Notice of Exemption

RESOLUTION NO. 2024 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTION OF AN ORDER OF VACATION OF AN UNUSED SECTION OF PARADISE AVENUE EAST OF PLAZA BLVD.

WHEREAS, application was made requesting to vacate and close an unused section of Paradise Avenue east of Plaza Blvd., in the City of National City, County of San Diego, State of California; and

WHEREAS, on May 7, 2024, the City Council of the City of National City conducted a hearing and initiated said vacation and closure of an unused section of Paradise Avenue east of Plaza Blvd.; and

WHEREAS, on May 20, 2024, the Planning Commission of the City of National City considered the proposed vacation and closure, and found and determined that the vacation and closure of an unused section of Paradise Avenue east of Plaza Blvd. conforms with the City's adopted General Plan; and

WHEREAS, the City Council has considered the Planning Commission's report and recommendation, and the presentation of staff regarding the proposed vacation and closure; and

WHEREAS, the National City General Plan does not consider the portion of street as an arterial or collector street.

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 street vacation as described on the plans attached to the Agenda Report is made pursuant to Chapter 4 of the California Streets and Highways Code and the City Council hereby determines the following:

1. That the right-of-way to be vacated is not needed for present or future public transportation uses, because the properties abutting the street under consideration will continue to have access public streets.
2. That the area to be vacated is not required as a non-motorized transportation facility for pedestrians, bicyclists, or equestrians.
3. That the vacation of the proposed segment of right-of-way is consistent with the City's General Plan and because the street is not identified as a road or street in the Circulation Element of the General Plan.

Section 2: That the City Council hereby approves the street vacation subject to the following conditions:

1. That this *Street Closure* authorizes the vacation of 60 feet by 330 feet of Paradise Avenue east of Plaza Blvd. Except as required by conditions of approval, all plans submitted for

permits associated with the project shall conform to Exhibit B as attached to the Agenda Report.

2. That within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, all necessary environmental filing fees for the San Diego County Clerk shall be paid.
3. That the entire roadway area being vacated and the adjacent lots shall be kept free of tall weeds and debris per National City Municipal Code section 9.12.020.
4. That the City receive a substitute easement in exchange for the vacated easement.

Section 3: That the Mayor and City Clerk are hereby authorized and directed to execute and attest an Order of Vacation of the above described portion of public right-of-way.

Section 4: That the City Clerk is hereby authorized and directed to cause a certified copy of subject Order to be recorded in the office of the County Recorder of San Diego County, pursuant Section 8336 of the California Streets and Highways Code once the Order of Vacation is executed.

Section 5: That from and after the date that the Order of Vacation is executed, the above-described portion of public right-of-way will no longer constitute a street, except as reserved and excepted herein.

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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J, Schultz, City Attorney

City of National City

Office of the City Clerk
1243 National City Blvd.
National City, CA 91950

Order of Vacation

ORDER OF VACATION

The City of National City, by authority of Resolution No. 2024-xx, duly adopted on November 19, 2024 by the City Council of the City of National City, hereby orders the vacation of an unused section of Paradise Avenue east of Plaza Blvd., more particularly described in Exhibits "A", attached hereto.

Executed this 19th day of November, 2024.

_____
RON MORRISON, MAYOR

_____
SHELLEY CHAPEL, MMC, CITY CLERK

Exhibit “A”

EXHIBIT " A"

LEGAL DESCRIPTION

PARADISE AVENUE VACATION

THAT PORTION OF THE SOUTHEASTERLY HALF OF PARADISE AVENUE PER ROAD SURVEY NO. 609 ADJOINING ON THE NORTHWEST OF LOT 8 OF B. F. PRITCHARD'S PARADISE VILLA ADDITION TO NATIONAL CITY, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 155, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JULY 7, 1887, LYING SOUTHERLY OF THE CENTER LINE OF THE COUNTY ROAD (ROAD SURVEY NO. 609) AS SAID ROAD IS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, DATED JULY 28, 1938 AND RECORDED IN BOOK 808, PAGE 154 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, THENCE NORTH 72°03’23” EAST 329.94 FEET ALONG THE NORTHERLY LINE OF SAID LOT 8, THENCE LEAVING SAID NORTHERLY LINE NORTH 17°43’19” WEST 30.00 FEET, THENCE SOUTH 72°03’23” WEST 330.06 FEET TO A LINE CONNECTION NORTH WEST CORNER OF SAID LOT 8 TO THE CENTER LINE OF THE PARADISE AVENUE IN DIRECTION THAT IS AT RIGHT ANGLE TO THE CENTER LINE OF THE PARADISE AVENUE, THENCE SOUTH 17°56’37” EAST 30.00 FEET TO THE POINT OF BEGINNING.

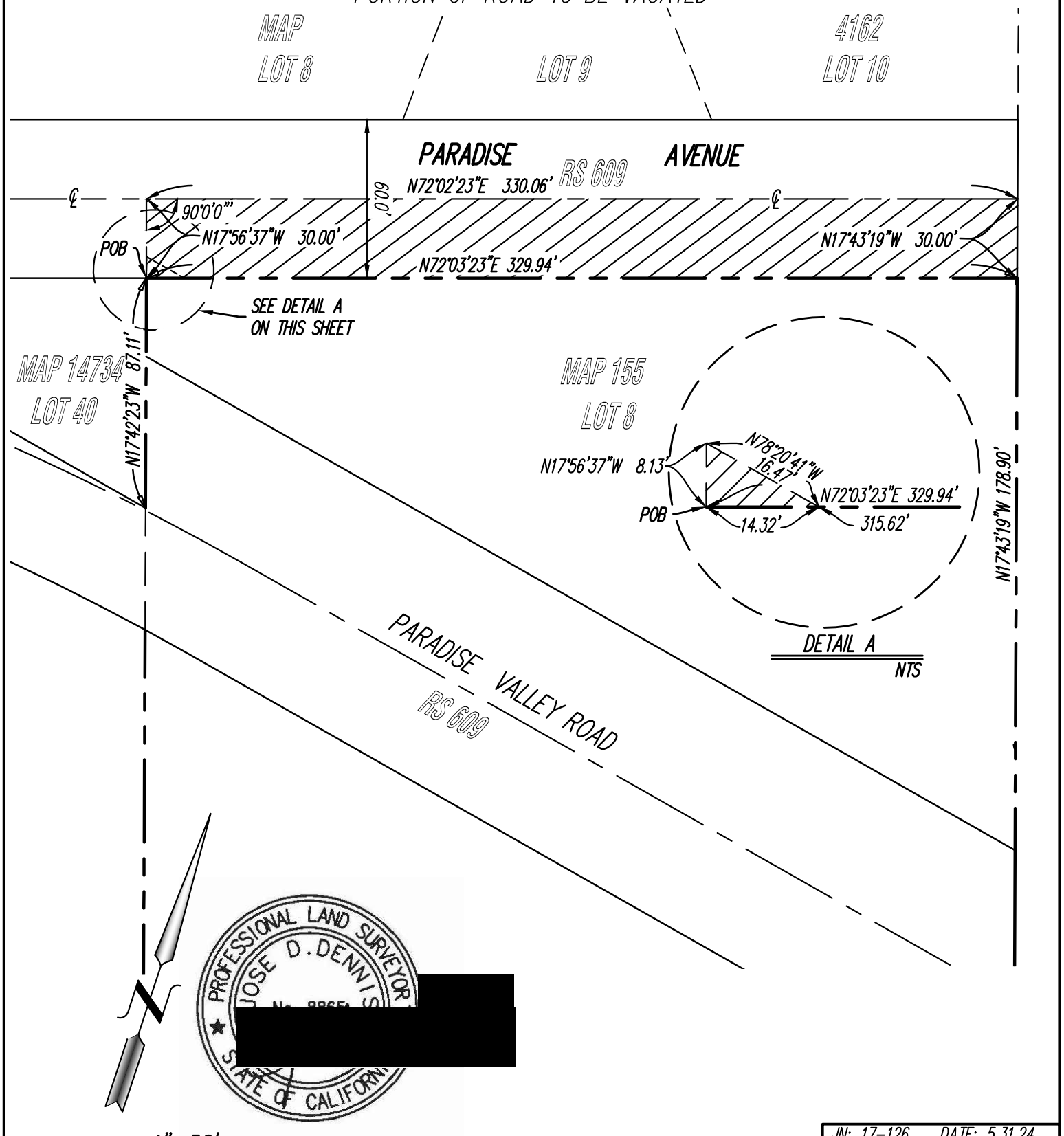
RESERVING THEREFROM WITHIN THE ABOVE REAL STATE A FUTURE CITY EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, THENCE NORTH 72°03’23” EAST 14.32 FEET ALONG THE NORTHERLY LINE OF SAID LOT 8, THENCE LEAVING SAID NORTHERLY LINE OF LOT 8 NORTH 78°20’41” WEST 16.47’ FEET, THENCE SOUTH 17°56’37” EAST 8.13 FEET TO THE POINT OF BEGINNING.

AREA TO BE VACATED EASEMENT AREA 9,900 SQUARE FEET MORE OR LESS.

EXHIBIT "B"

PORTION OF ROAD TO BE VACATED



NOTES:

1. BEARINGS AND DISTANCES PER PM 14734.

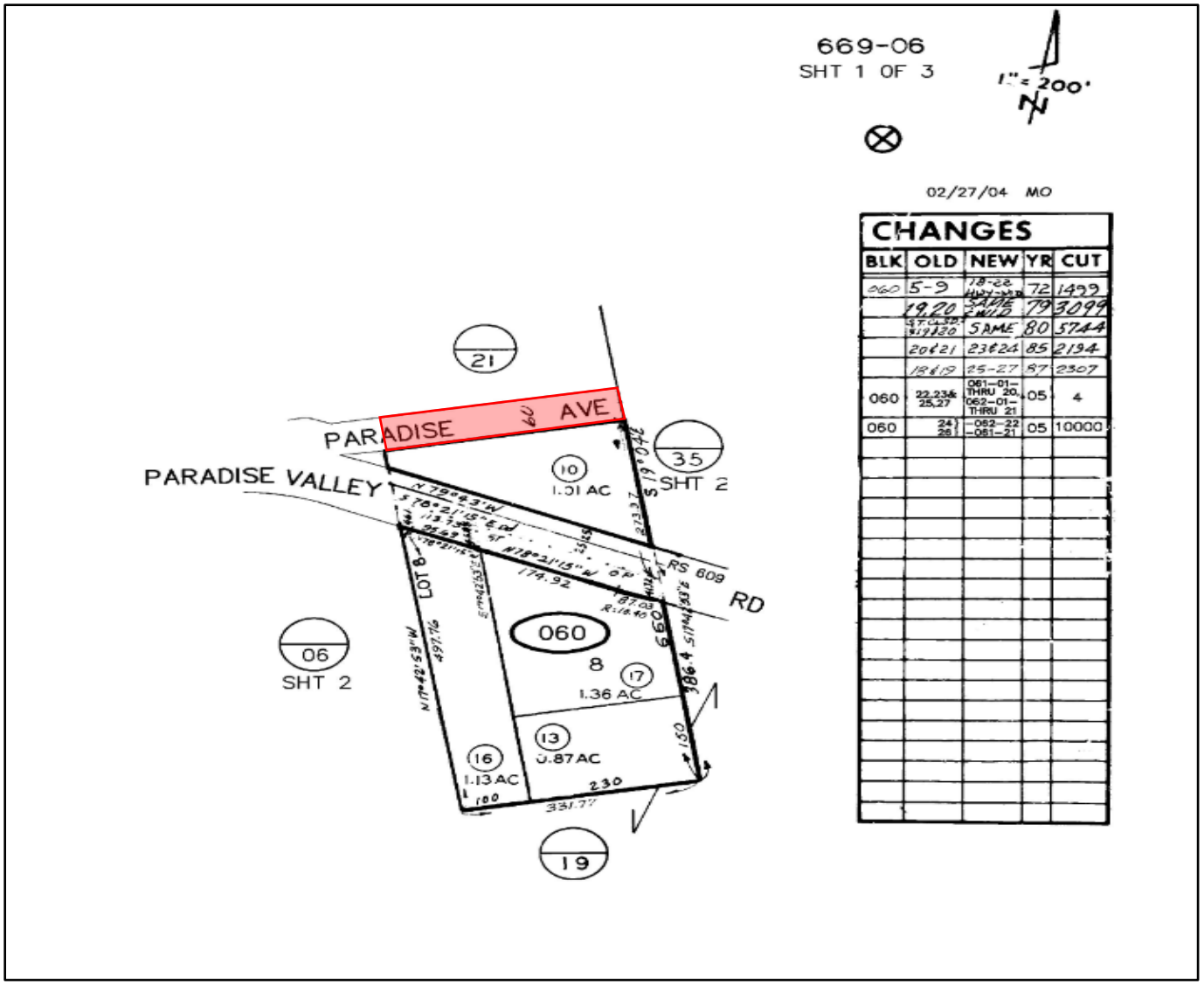
JN: 17-126 DATE: 5.31.24

CELST

171 SAXONY RD, STE. 213, ENCINITAS, CA 92024
TEL:(760) 436-0660 FAX:(760) 436-0659

Location Map 1 – showing in red the proposed portion of the City property to be vacated

Location Map 2 – showing in red the proposed portion of the City property to be vacated



Location Map 3 – showing in red the proposed portion of the City property to be vacated

SURVEYOR: SAMPO ENGINEERING, INC.

BENCHMARK:
LEAD AND BRASS TAG IN CONCRETE WALKWAY, LOCATED IN THE NE CORNER OF G AVE & 191H ST (PT #1236)

HORIZONTAL CONTROL:
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 6 BETWEEN POINT NUMBERS 1232 AND 3246 AS SHOWN ON ROS 14492.

CONSTRUCTION RECORDS

DATE STARTED: _____

INSPECTOR: _____

DATE COMPLETED: _____

REVISIONS	BY	APPROVED	DATE

ENGINEERING DEPARTMENT	BY	APPROVED	DATE
AS-BUILT			

EXISTING EASEMENTS

A PRELIMINARY TITLE REPORT PREPARED BY COMMONWEALTH LAND TITLE COMPANY DATED MAY 11, 2022 AS ORDER NO. 669-060-10 PLUS HAS BEEN REVIEWED FOR EXISTING ON-SITE EASEMENTS. SAID EASEMENTS HAVE BEEN PLOTTED HEREON AND REFERENCED BELOW PER SAID PRELIMINARY TITLE REPORT:

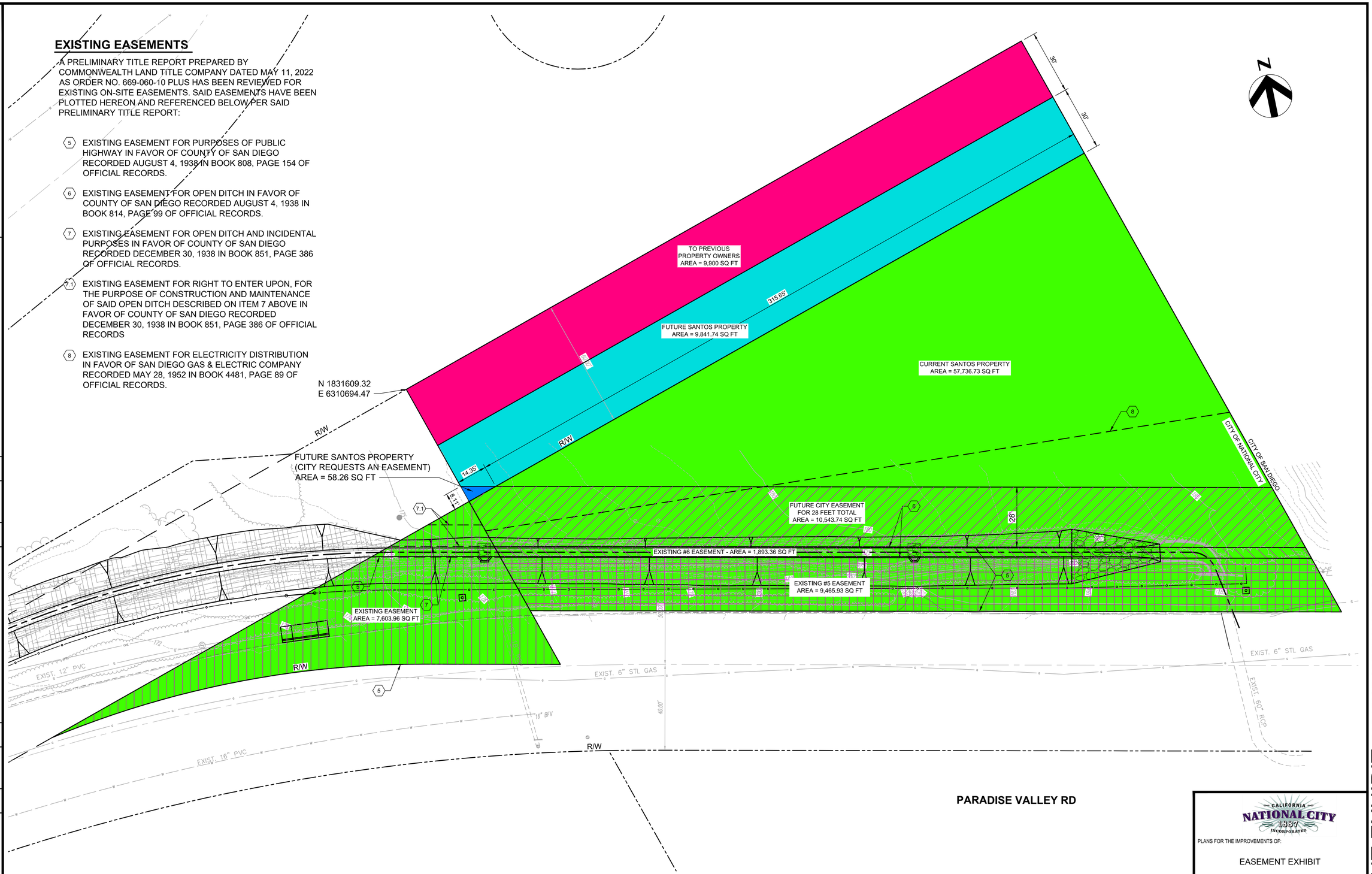
(5) EXISTING EASEMENT FOR PURPOSES OF PUBLIC HIGHWAY IN FAVOR OF COUNTY OF SAN DIEGO RECORDED AUGUST 4, 1938 IN BOOK 808, PAGE 154 OF OFFICIAL RECORDS.

(6) EXISTING EASEMENT FOR OPEN DITCH IN FAVOR OF COUNTY OF SAN DIEGO RECORDED AUGUST 4, 1938 IN BOOK 814, PAGE 99 OF OFFICIAL RECORDS.

(7) EXISTING EASEMENT FOR OPEN DITCH AND INCIDENTAL PURPOSES IN FAVOR OF COUNTY OF SAN DIEGO RECORDED DECEMBER 30, 1938 IN BOOK 851, PAGE 386 OF OFFICIAL RECORDS.

(7.1) EXISTING EASEMENT FOR RIGHT TO ENTER UPON, FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF SAID OPEN DITCH DESCRIBED ON ITEM 7 ABOVE IN FAVOR OF COUNTY OF SAN DIEGO RECORDED DECEMBER 30, 1938 IN BOOK 851, PAGE 386 OF OFFICIAL RECORDS

(8) EXISTING EASEMENT FOR ELECTRICITY DISTRIBUTION IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY RECORDED MAY 28, 1952 IN BOOK 4481, PAGE 89 OF OFFICIAL RECORDS.



DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

PLAN
SCALE: 1" = 20'

SCALE: 1"=20'
0 20 40 60

PLANS REVIEWED BY:

ENGINEERING DEPARTMENT
LUCA ZAPPIELLO

DATE

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:

EASEMENT EXHIBIT

CITY OF NATIONAL CITY

STEPHEN MANGANIELLO, T.E. 2973
DIRECTOR PUBLIC WORKS/CITY ENGINEER

DATE

PROJECT NO.

CIP NO.

EASEMENT EXHIBIT

PARADISE CREEK WATER QUALITY AND COMMUNITY ENHANCEMENT - PHASE II

C:\pwworking\west01\d3650613\00C-004e.dwg, Plot, 4/16/2024 9:28:37 AM, GESPANTO

Plotted - 4/16/2024 9:28:41 AM :: Saved - 4/16/2024 9:20:10 AM :: C:\pwworking\west01\d3650613\00C-004e.dwg :: GESPANTO

Photo 1 – looking on towards the northeast corner of the property

Photo 2 – looking on towards the northeast corner of the property

Photo 4 – looking on towards the northwest corner of the property

Photo 3 – looking on towards the northwest corner of the property

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: 2024-05 SC

Project Location: Unused and undeveloped portion of former Paradise Avenue between Plaza Blvd. and the eastern City boundary.

Lead Agency: City of National City

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

Description of Nature, Purpose and Beneficiaries of Project:
Vacation of 330 feet by 60 feet of former Paradise Avenue east of Plaza Blvd.

Applicant:
City of National City
c/o: Luca Zappiello
1243 National City Blvd.
National City CA 91950

Telephone Number:
(619) 336-4380

Exempt Status:
Categorical Exemption. Class 35, Section 15305 (Minor Alterations in Land Use Limitations)

Reasons why project is exempt:
There is no possibility that the proposed vacation will have a significant impact on the environment since the area to be vacated is an undeveloped street right-of-way that is not identified as a major road (arterial or collector) in the Circulation Element of the General Plan, and is not identified for any future street or alley extension in or near the subject area. The property is less than five acres in size and is surrounded by urban development.

Date:

_____
MARTIN REEDER, AICP – Assistant Director of Community Development

AGENDA REPORT

Department: **Community Development**
Prepared by: **Dionisia Trejo, Administrative Secretary**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Temporary Use Permit – Chrome Ball Tour Hosted by San Diego Football Club at Kimball Park on November 23, 2024, with No Waiver of Fees.

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

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
This is a request from the San Diego Football Club to conduct the Chrome Ball Tour at Kimball Park on November 23, 2024, from 9 a.m. to 2 p.m. Set up for this event will commence at 6 a.m. and dismantling by 3 p.m. This tour unites and recognizes the diverse neighborhoods of San Diego County through a harmonious blend of soccer, arts, and the vibrant cultures that define the region. This event is completely free to all attendees and delivers an immersive and unforgettable celebration of the beautiful game of soccer, fosters community spirit, and showcases the dynamic essence of San Diego. NOTE: *This is the first time this organization has requested a Temporary Use Permit.*

FINANCIAL STATEMENT:
Total TUP cost is $1,724.47: (1) City processing fee of $312.00, (2) Fire Permit for $211.00; and (3) $1,201.47 for Public Works.

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. 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 – TUP Application
Exhibit B – TUP Conditions of Approval

City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance

☑ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title Chrome Ball Tour - National City

Event Location (list all sites being requested) Kimball Park; Parking Lot

Event Times

Set-Up Starts
Date 11/23/2024 Time 6:00AM Day of Week Saturday

Event Starts
Date 11/23/2024 Time 9:00AM Day of Week Saturday

Event Ends
Date 11/23/2024 Time 2:00PM Day of Week Saturday

Breakdown Ends
Date 11/23/2024 Time 3:00PM Day of Week Saturday

Applicant Information

Applicant (Your name) Dike Anyiwo Sponsoring Organization San Diego Football CLub

Event Coordinator (if different from applicant) Jenna Peterson

Mailing Address 2100 Kettner Blvd. Suite 350, San Diego Ca 92101

Day Phone 951-816-0028 After Hours Phone 951-816-0028 Cell 951-816-0028 Fax _____

Public Information Phone _____ E-mail dike.anyiwo@sandiegofc.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [redacted] Date 9/12/24

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☑

Are admission, entry, vendor or participant fees required? Yes ☐ No ☑

If YES, please explain the purpose and provide amount (s):

_____

_____

$_Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$_____Estimated Expenses for this event.

$_____What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☑ First time event ☐ Returning Event ☑ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

This family friendly community event seeks to recognize and unite the diverse communities of San Dieg

County through a blend ofsoccer, arts, and the vibrant cultures that define the region.

Every stop of the Chrome Ball Tour is completely free to all attendees.

_____

_____

Estimated Attendance

Anticipated # of Participants: 500 Max Anticipated # of Spectators: 150 Max

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ **No** ☑

List any streets requiring closure as a result of the event (provide map): _____

_____

Date and time of street closure:_____Date and time of street reopening: _____

☐ Other (explain)_____

Requesting to post "no parking" notices? Yes ☑ **No** ☐

☑ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):
Parking lot at Kimball Park

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: We hire Contemporary Services Corporation (CSC Security) for all Chrome Ball Tour events, and also draft Emergency Respon

_____

Have you hired Professional Security to handle security arrangements for this event?

Yes ☑ **No** ☐ If YES, name and address of Security Organization Contemporary Services Corporation

Security Director (Name):Adam Long Phone: 720-240-8854

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? **Yes** ☐ **No** ☑ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

_____

_____

_____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? **Yes** ☑ **No** ☐ First aid/CPR certified? **Yes** ☑ **No** ☐

☑ First aid station to be staffed by professional company. ► Company Responsive Medical Services

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Maintain clear fire lane and walking paths

Designate ADA parking spaces

Elements of your Event

Setting up a stage? Yes ☐ **No** ☑

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ►_____(Dimensions)

Setting up canopies or tents?

12 # of canopies size 10'x10'

_____ # of tents size _____

☐ No canopies/tents being set up

Setting up tables and chairs?

☑ Furnished by Applicant or Contractor

12 # of tables ☐ No tables being set up

12-24 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____# of tables ☐ No tables being set up

_____# of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☑ Sporting Equipment (explain) Small pop-up soccer goals, tape for touchlines

☐ Other (explain) _____

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☑ **No** ☐

☑ PA System for announcements ☑ CD player or DJ music

☐ Live Music ► ☐ Small 4-5 piece live band ► ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ► Contractor Name DJ Beto Perez

► 2100 Kettner Blvd Suite 350 San Diego, Ca 951-816-0028
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ **No** ☑

☐ Bringing in own lighting equipment

☐ Using professional lighting company ► Company Name _____

_____
Address City/State Phone Number

Using electrical power? Yes ☑ **No** ☐

☐ Using Kimball Park Bowl Lighting (from_____to____)

☑ Using on-site electricity ☑ For sound and/or lighting ☐ For food and/or refrigeration

☑ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold of given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☑ **No** ☐

☑ Vendors preparing food on-site ► #_____► Business License #_____

If yes, please describe how food will be served and/or prepared: TBC - Food Trucks

_____

If you intend to cook food in the event area please specify the method:
☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☑ OTHER (Specify): Food Trucks

☐ Vendors bringing pre-packaged food ► #_____► Business License #_____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► # _____

☐ Vendors selling food #_____► Business License #(s) _____

☐ Vendors selling merchandise #_____► Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services #_____► Business License #(s) _____

► Explain services _____

☑ Vendors passing out information only (no business license needed) #_____

► Explain type(s) of information _____

☐ No selling or informational vendors at event

Having children activities? Yes ✔ **No** ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Carnival Rides _____ ✔ Other Inflatable soccer dart board

Having fireworks or aerial display? Yes ☐ **No** ✔

☐ Vendor name and license # _____

Dimensions_____Duration_____

Number of shells_____Max. size_____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least $2 Million dollars per occurrence/ $4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is $602.00

Arranging for media coverage? Yes ✔ **No** ☐

✔ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? **Yes** ☑ **No** ☐

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage #_____► (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

☐ Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? **Yes** ☐ **No** ☑

If yes, please identify the following:

► Total number of portable toilets: _____

► Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ► _____
Company Phone

► Load-in Day & Time _____ ► Load-out Day & Time _____

☐ Portable toilets to be serviced. ► Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ► # of set-up day(s) _____

☑ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☑ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☑ N/A

Breaking down set-up the day after the event?

☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____

☑ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☐ Using volunteer clean-up crew during and after event.

☑ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

_____

_____

Please make a copy of this application for your records.
We do not provide copies.

Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: Chrome Ball Tour - National City

Event Address: E 12th St, National City, CA 91950 **Expected # of Attendees:** Up to 250

Event Host/Coordinator: San Diego FC **Phone Number:** 714-600-1052

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? **Provide number of trash bins:** 10	✔		
Will enough recycling bins provided for the event? **Provide number of recycle bins:** 10	✔		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			✔
Do all storm drains have screens to temporarily protect trash and debris from entering?			✔
Are spill cleanup kits readily available at designated spots?			✔

*** A Post-Event Storm Water Compliance Checklist will be completed by City Staff.**

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of $1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: San Diego FC

Person in Charge of Activity: Jenna Peterson

Address: 2100 Kettner Blvd. Suite 350, San Diego Ca 92101

Telephone: 714-600-1052 Date(s) of Use: 11/23/24

HOLD HARMLESS AGREEMENT

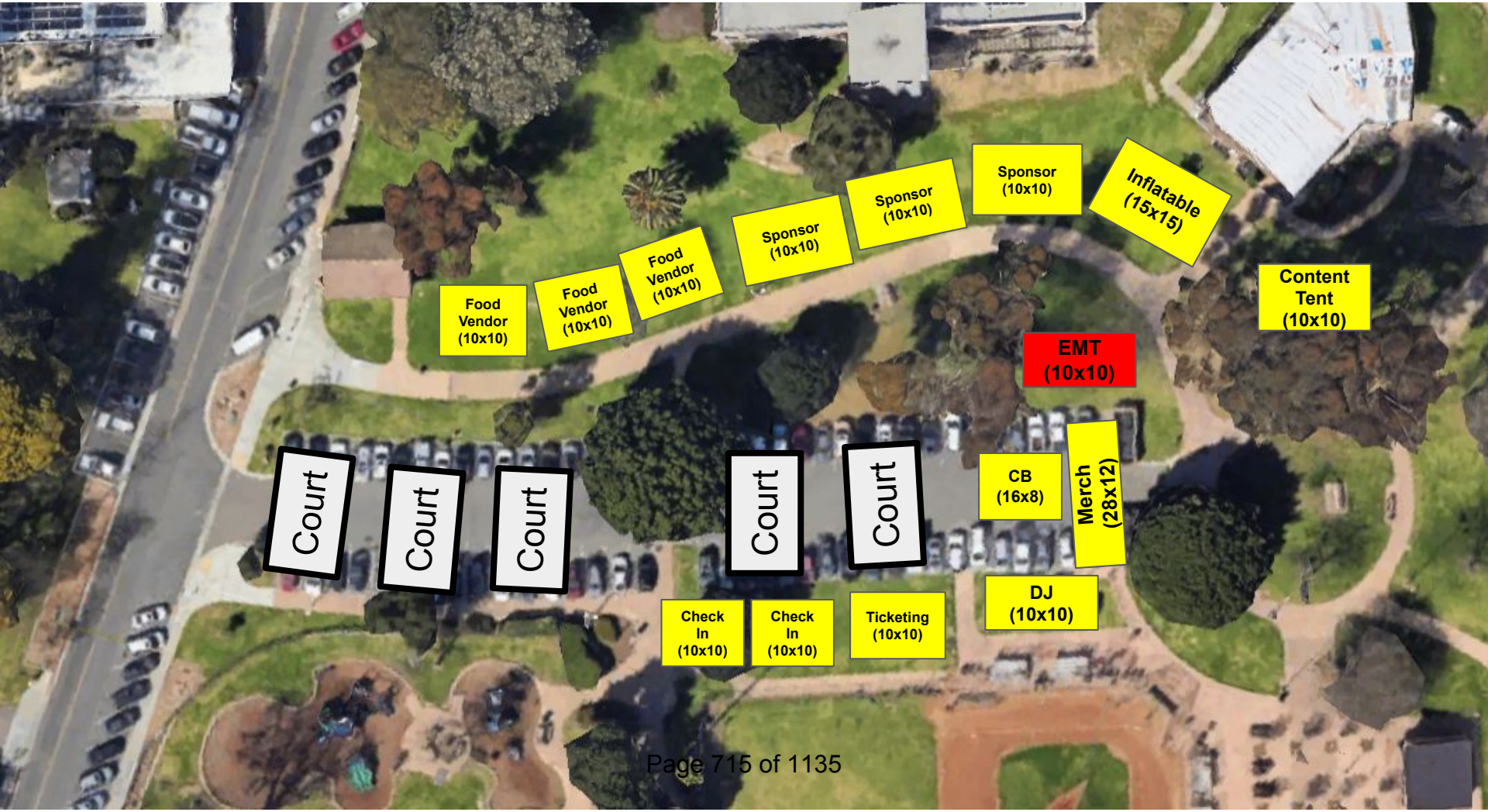
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: [redacted]

Official Title: Sr Director, Community Impact Date: 9/12/24

For Office Use Only

Certificate of Insurance Approved_____Date _____


Food Vendor (10x10)
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Inflatable (15x15)
Content Tent (10x10)
EMT (10x10)
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CB (16x8)
Merch (28x12)
DJ (10x10)
Check In (10x10)
Check In (10x10)
Ticketing (10x10)

EIGHTEEN THREADS
MEN
WOMEN
SDF
SAN DIEGO FC
PLACE YOUR DEPOSIT TO BECOME A FOUNDING MEMBER
Scan Me
SanDiegoFC.com
@SanDiegoFC
@SanDiegoFC

TOYOTA
TOYOTA
IMPERIAL BEACH
LEMON GROVE
ENCINITAS
CARLSBAD
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SAN DIEGO
FC
SAN DIEGO FC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
12150 Tributary Point Dr #200
Gold River CA 95670

License#: 0C36861
SANDIE-153

CONTACT NAME:
PHONE (A/C, No, Ext): 916-984-3000 **FAX (A/C, No):** 916-643-2750
E-MAIL ADDRESS: PIRM-Certificates@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI Global Insurance Company	41343
INSURER B : United Financial Casualty Comp	11770
INSURER C : Allianz Global Corp & Spec Nor	0
INSURER D : Zenith Insurance Company	13269
INSURER E :	
INSURER F :	

INSURED
SDFC Holdings LLC dba San Diego FC
2100 Kettner Blvd #350
San Diego CA 92101

COVERAGES **CERTIFICATE NUMBER:** 1617960932 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		18LLB6625	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B A	AUTOMOBILE LIABILITY			977483767 18LLB6625	8/13/2024 5/1/2024	8/13/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							HNOA Ea Occurrence	$ 1,000,000
C	UMBRELLA LIAB X OCCUR			23ABEX0396	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		M1380301	7/1/2024	7/1/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Chrome Ball Tour National City - Date TBD
Location TBD - National City, CA 91950

The City of National City is additional insured with regards to General Liability when required by contract for the above-mentioned event per the attached endorsement.

CERTIFICATE HOLDER

City of National City
1243 National City Blvd
National City CA 91950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

[redacted]

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization that you have agreed to include as an additional insured under an insured contract provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

City of National City
BUSINESS TAX CERTIFICATE

"For Services Provided in National City, California Only"

2024

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE

Business Name SAN DIEGO FC

Business Location 2100 KETTNER BLVD STE 350
SAN DIEGO, CA 92101-1870

Business Owner(s) SAN DIEGO FC

Business Type Entertainment

Account Number 09053510

Effective Date September 24, 2024

Expiration Date [redacted] 31, 2024

SAN DIEGO FC
2100 KETTNER BLVD STE 350
SAN DIEGO, CA 92101-1870

City Manager

NOTE: IT IS YOUR OBLIGATION TO RENEW THIS CERTIFICATE WHETHER OR NOT YOU RECEIVE A RENEWAL NOTICE

For all inquiries regarding this certificate, contact HdL Business Tax Support Center at (619) 382-2596.

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

SAN DIEGO FC

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST**. If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of National City
BUSINESS TAX CERTIFICATE

SAN DIEGO FC
2100 KETTNER BLVD STE 350
SAN DIEGO, CA 92101-1870

Account Number: **09053510**

Date of Issue: **09/24/2024**

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 9/26/2024

ESL ID: 8067843214

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 201611910168

Entity Name: SAN DIEGO FOOTBALL CLUB, LLC

- ☐ 1. The entity is in good standing with the Franchise Tax Board.
- ☑ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☐ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California
Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)

CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: San Diego Football Club
EVENT: Chrome Ball Tour
DATE OF EVENT: 11/23/2024

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [x]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
ENGINEERING	YES [x]	NO [ ]	SEE CONDITIONS [ ]
COMMUNITY DEVELOPMENT	YES [x]	NO [ ]	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370
Risk Management has reviewed the above-captioned request for issuing a Temporary Use Permit. To satisfy the City's insurance requirements, it will be necessary for the Security and Crowd Control Provider (Contemporary Services Corporation), and the Event Medical Provider (Responsive Medical Services) to provide the following:

- A valid copy of the Certificate of Liability Insurance from the Event Medical Provider (Responsive Medical Services)
- The insurance policy provided must have a combined single limit of no less than $1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and $2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The Medical Provider (Responsive Medical Services) must each provide a separate additional insured endorsement wherein it notes the additional insured as "The City of National City, its officials, agents, employees, and volunteers."
- The insurance company issuing the policy has an A.M. Best's Guide Rating of A: VII and is a California-admitted company.
- The Certificate Holder must reflect:
  City of National City
  c/o Risk Manager
  1243 National City Boulevard
  National City, CA. 91950-4397

It should be noted that the applicant properly executed the Indemnification and Hold Harmless Agreement when the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580

Streets Division

- 20 No parking signs 20 x $1.49 = $29.80
- 1 Man 2hrs reg. time to post: $75.47 x 2 = $150.94
- 1 Man 2 hrs. OT to pick up = $113.20 x 2 = $226.40
- 1 Ton. Truck 4hrs.: = $22.76 x 4 = $91.04

Total: $498.18

Facilities Division

No involvement

Parks Division

- Three hours to mark irrigation valve boxes and paint a fire lane before event @ regular rate $66.98= $200.94
- One staff for the duration of event 5 hours 9am—2pm @ overtime rate $100.47=$503.35

Total $ 703.29

POLICE DEPARTMENT

Patrol officers will extra patrol the area with unobligated time.

ENGINEERING

No comments received

COMMUNITY SERVICES

No comments received

FINANCE

No comments received

COMMUNITY DEVELOPMENT

Planning

No comments received

Building

1. No new electrical, mechanical, or plumbing work is permitted for this event. If there is new work being proposed, please contact the Building Department to obtain proper permits.

2. The proposed generators must be located a minimum of 5 feet from any building or enclosure (i.e. tents) to allow for proper ventilation. Any power cords running from the generators or any electrical outlets must be properly secured and covered to avoid trip hazards.

3. It is the owner/operator's responsibility to adhere to accessibility requirements.

4. It is the owner/operator's responsibility to obtain all necessary approvals from the other City/County agencies.

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

FIRE (619) 336-4550

INSPECTION REQUIRED

After hours inspection is $211.00. Total Fees currently are ($211.00)
MEETING REQUESTED WITH ORGINAIZER PRIOR TO THE EVENT

Stipulations required by the Fire Department for this event are as follows:

1) Fire Hydrants shall not be blocked or obstructed.

2) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).

3) First Aid will be provided by organization

4) Fees must be paid to the Fire Department Administration Office prior to event occurrence.

5) Provide a 2A:10BC fire extinguisher at merchandise trailer. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.

6) All cooking booths or areas to have one 2A:10BC. If grease or oil is used for cooking, a 40:BC or class "K" fire extinguisher will be required. **All fire extinguishers to have a current State Fire Marshal Tag attached.**

7) If tents or canopies are used, tents will require a permit and canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies.

8) Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. Additionally, cooking of anything producing grease laden vapor shall not be allowed under the tents or canopies unless venting is provided. Please see Fire Department for direction. Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	$0
401 – 500 sf -	$391.00
501 – 600 sf -	$436.00
601 – 700 sf -	$571.00

Tents:

0 –200 sf -	$391.00
201– (+) sf -	$751.00

9) Internal combustion power sources that may be used for inflatable rides, cooking booths, emergency power etc. shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the generator/ride is not in use.

10) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away from the ride.

11) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20** feet away from the tent.

12) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring Only".

13) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.

The event will require an after hours/weekend ($211.00) inspection prior to the start of the event.

AGENDA REPORT

Department: **Community Development - Neighborhood Services**
Prepared by: **Dionisia Trejo, Administrative Secretary**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Temporary Use Permit – Kimball Park Spring Carnival Hosted by Paul Maurer Shows at Kimball Park from Thursday, April 3, 2025, through Sunday, April 6, 2025, with No Waiver of Fees.

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

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
This is a request from the Paul Maurer Shows to conduct the Kimball Park Spring Carnival at Kimball Park from Thursday, April 3, 2025, through Sunday, April 6, 2025. Set up for this event will commence at 7:00 a.m. on March 31, 2025. Daily hours will be from 2:00 p.m. to 11:00 p.m. The carnival will include carnival rides, games and food booths. Applicant will provide private security for the event.

FINANCIAL STATEMENT:
Total TUP Cost is $9,016.10: (1) City processing fee of $312.00, (2) Fire Permit for $1,422.00, (3) Police Department event staff for $6,591.92; and (4) $690.18 for Public Works.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – TUP Application
Exhibit B – TUP Conditions of Approval

City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- [ ] Fair/Festival
- [ ] Parade/March
- [ ] Walk or Run
- [ ] Concert/Performance
- [ ] TUP
- [ ] Sporting Event
- [x] Other (specify) CARNIVAL

Event Name & Location

Event Title KIMBALL PARK "SPRING" CARNIVAL

Event Location (list all sites being requested) KIMBALL PARK, 148 E. 12TH STREET

Event Times

Set-Up Starts
Date 03/31 - 04/03 / 2025 Time 700 AM Day of Week MON - THURS

Event Starts
Date 04/03/ 2025 Time 2 PM Day of Week THURS

Event Ends
Date 04/06/2025 Time 10 PM Day of Week SUN

Breakdown Ends
Date 04/08/2025 Time 10 PM Day of Week TUES

Applicant Information

Applicant (Your name) DON MAURER Sponsoring Organization PAUL MAURER SHOWS

Event Coordinator (if different from applicant) SAME

Mailing Address 320 WASHINGTON ST. # 1219, SAN DIEGO, CA 92103

Day Phone 619-823-5204 After Hours Phone SAME Cell SAME Fax N/A

Public Information Phone SAME E-mail don.paulmaurershows@yahoo.c

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for [redacted] fees and charges are adjusted annually and are subject to change.

Signature of Applica[redacted] Date 10/2/24

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☑

Are admission, entry, vendor or participant fees required? Yes ☑ No ☐

If YES, please explain the purpose and provide amount (s):

There will be a $2 gate fee (children under 12 free) The gate fee helps pay for the fencing surrounding the carnival event, restrooms, sinks and dumpsters.

$_Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$55,000 Estimated Expenses for this event.

$TBD What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☑ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

There will be a safe, clean, fun-filled family carnival event at Kimball Park April 3 - 6, 2025. There will be a gate fee of $2 per person with children under 12 yrs, free. Come out during Spring Break and enjoy the 14 carnival ride attractions for all ages, fun games & great carnival foods. Absolutly NO ALCOHOL, DRUGS, WEAPONS OR SMOKING will be permitted inside the carnival fenced in area. Only certified service dogs are allowed in the carnival area.

Estimated Attendance

Anticipated # of Participants: 60+ (Carnival Workers) Anticipated # of Spectators: Total 2500

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ **No** ☑

List any streets requiring closure as a result of the event (provide map): None

Date and time of street closure:_____ Date and time of street reopening: _____

☐ Other (explain)_____

Requesting to post "no parking" notices? Yes ☑ **No** ☐

☑ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):
Request no parking notices be placed in the parking lot next to the Boys & Girls Club (off "D" Street"

☐ Other (explain) indicating it will be closed from March 31st - April 8th, 2025.

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: The carnival will provide (3) unarmed guards and (1) armed guard during evening hours (5pm - 11pm) of the carnival.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☑ **No** ☐ If YES, name and address of Security Organization One Shield Security Services 825 College Blvd., Ste. 102-328, Oceanside, CA (Same security company used at the last carnival)

Security Director (Name): Matt Rash (Owner) Phone: 760-421-9829

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? **Yes** ☑ **No** ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: There will be a total of (8) spot lights located on the top of the generators and illuminated areas from all the carnival rides.

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? **Yes** ☑ **No** ☐ First aid/CPR certified? **Yes** ☑ **No** ☐

☐ First aid station to be staffed by professional company. ► Company Self

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We have ADA forms to be filled out by the disabled person understanding the risk of riding any of the attractions. There are certain amusement rides that are not equiped for disabled guests. Wheel chairs should be easily utilized on the grass area without issue. We will absolutly accomodate ANY ADA or disabled guest(s) the best and safest possible way for them to enjoy the carnival as well.

Elements of your Event

Setting up a stage? Yes ☐ **No** ☑

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ►_____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

7 # of tents size 12 X 20

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☑ No tables being set up

_____ # of chairs ☑ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____# of tables ☐ No tables being set up

_____# of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☑ Other (explain) Amsuement rides, games & food concessions.

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ **No** ☑

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ► ☐ Small 4-5 piece live band ► ☐ Large 6+ piece live band

☑ Other (explain) Small "boombox" used on some rides but not very loud.

If using live music or a DJ. ► Contractor Name _____

► _____ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☑ **No** ☐

☑ Bringing in own lighting equipment

☐ Using professional lighting company ► Company Name _____

_____
Address City/State Phone Number

Using electrical power? Yes ☑ **No** ☐

☐ Using Kimball Park Bowl Lighting (from_____to____)

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☑ Bringing in generator(s) ☑ For sound and/or lighting ☑ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold of given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☑ **No** ☐

☑ Vendors preparing food on-site ► #1_____ ► Business License #Pending approval

If yes, please describe how food will be served and/or prepared: This will be a carnival food trailer serving popcorn. corn dogs, candy & carmel apples, fountain drinks, etc. Same as at the fair.

If you intend to cook food in the event area please specify the method:
☐ GAS ☑ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ► #_____ ► Business License #_____

☑ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► # 1_____

☑ Vendors selling food #1_____ ► Business License #(s) Pending approval

☐ Vendors selling merchandise #_____ ► Business License #(s) _____

☑ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services #_____ ► Business License #(s) _____

► Explain services _____

☐ Vendors passing out information only (no business license needed) #_____

► Explain type(s) of information _____

☑ No selling or informational vendors at event

Having children activities? Yes ☑ **No** ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☑ Carnival Rides _____ ☐ Other _____

Having fireworks or aerial display? Yes ☐ **No** ☑

☐ Vendor name and license # _____

Dimensions_____ Duration_____

Number of shells_____ Max. size_____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least $2 Million dollars per occurrence/ $4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is $602.00

Arranging for media coverage? Yes ☐ **No** ☑

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? **Yes** ☑ **No** ☐

☑ Yes, we will post signage # 5-7 Dimensions 5-7 yard type sign

☐ Yes, having inflatable signage #_____ ► (complete Inflatable Signage Request form)

☑ Yes, we will have banners # 3-4

☐ What will signs/banners say? Carnival Coming Soon - April 3 - 6, 2025 (Kimball Park)

☑ How will signs/banners be anchored or mounted? Steel stakes & wire ties

☑ Location of banners/signage Within Kimball Park area & City Hall's grass (maybe outside sites)

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? **Yes** ☑ **No** ☐

If yes, please identify the following:

► Total number of portable toilets: 10

► Total number of ADA accessible portable toilets: 2

☑ Contracting with portable toilet vendor. ► Diamond Event Services, San Marcos, CA
Company Phone

► Load-in Day & Time May 31 @ morning ► Load-out Day & Time April 8 @ afternoon

☑ Portable toilets to be serviced. ► Time AM (twice Fri & Sun)

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☑ Yes, will set up the day before the event. ► # of set-up day(s) 3.5 days

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☑ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☐ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☐ N/A

Breaking down set-up the day after the event?

☑ Yes, breakdown will be the day after the event. ► # of breakdown day(s) 2 days requested

☐ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☑ Using volunteer clean-up crew during and after event.

☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

As in the past, the carnival will pick up all debris within the park and street areas everyday and at the end of the carnival event. Looking forward to returning to National City @ Kimball Park

Please make a copy of this application for your records.
We do not provide copies.

Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: Kimball Park "Spring" Carnival

Event Address: 146 E. 12th St., National City **Expected # of Attendees:** 3000+

Event Host/Coordinator: Don Maurer/Paul Maurer Shows **Phone Number:** 619-823-5204

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? **Provide number of trash bins:** 10	✔		
Will enough recycling bins provided for the event? **Provide number of recycle bins:** 10	✔		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			✔
Do all storm drains have screens to temporarily protect trash and debris from entering?			✔
Are spill cleanup kits readily available at designated spots?	✔		

*** A Post-Event Storm Water Compliance Checklist will be completed by City Staff.**

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of $1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Paul Maurer Shows

Person in Charge of Activity: Don Maurer

Address: 302 Washington Street #1219, San Diego, CA 92103

Telephone: 619-823-5204 Date(s) of Use: 03/31 - 04/08/ 2025

HOLD HARMLESS AGREEMENT

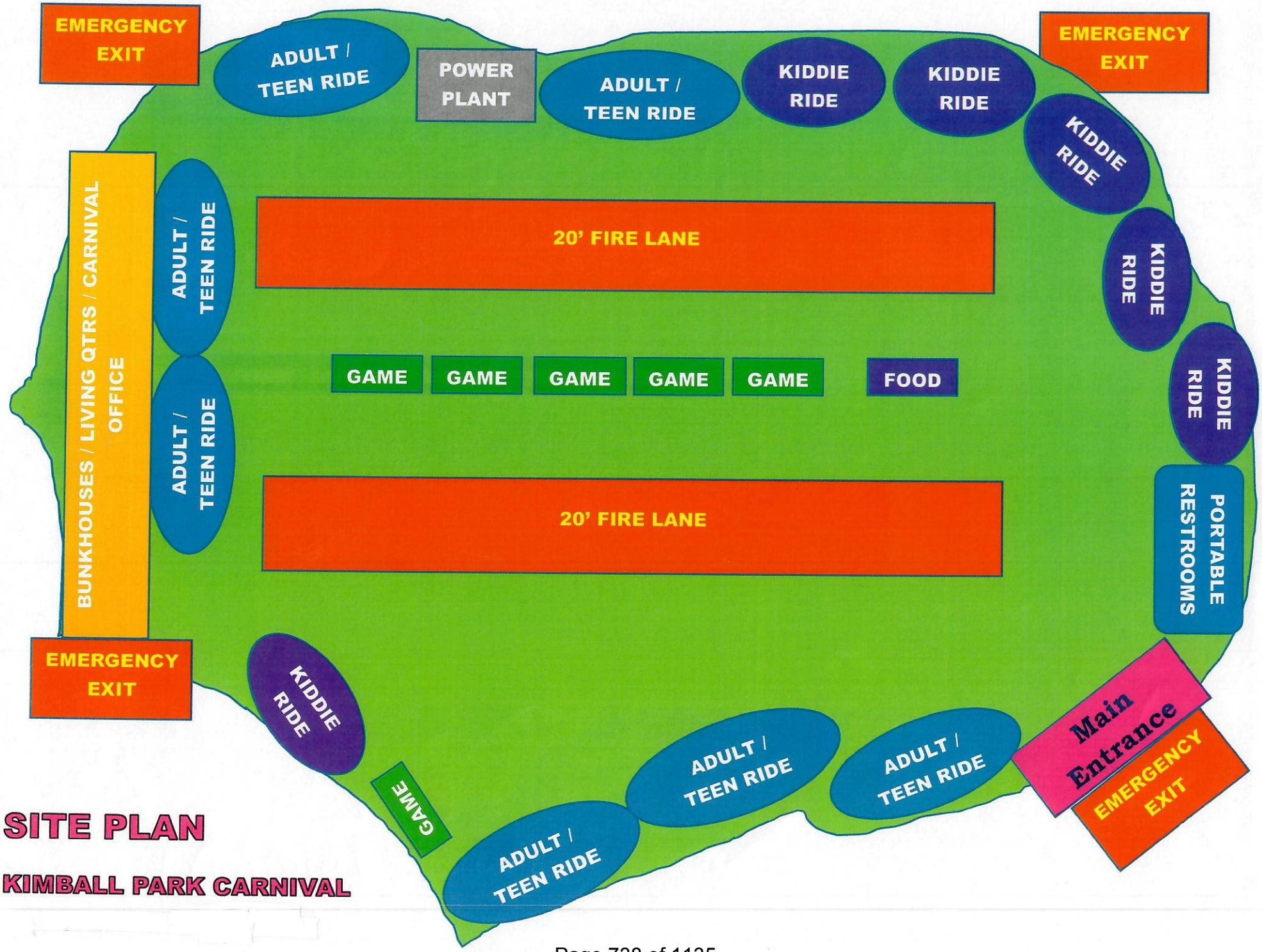
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: [redacted]

Official Title: Agent Date: 10/2/2024

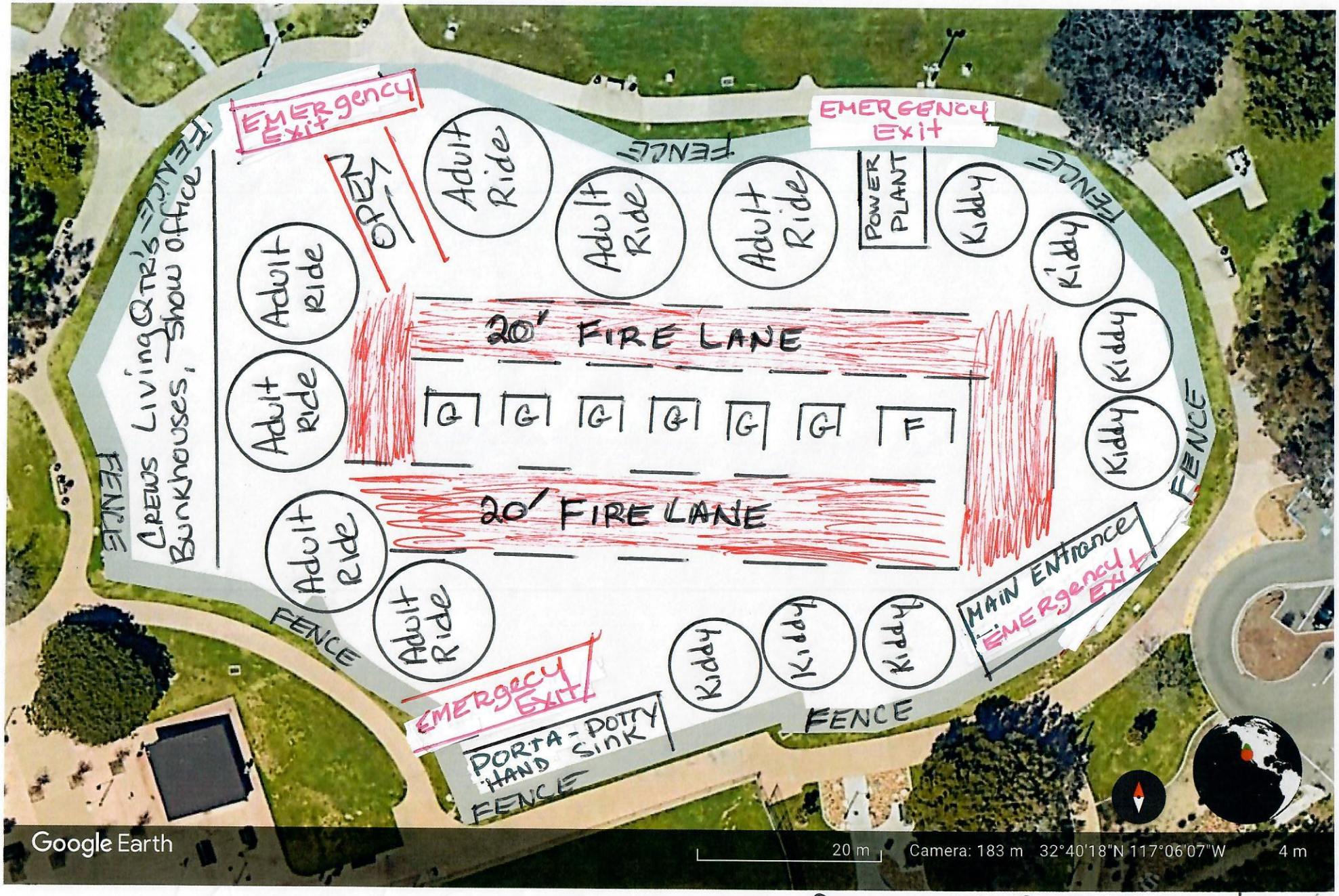
For Office Use Only

Certificate of Insurance Approved_____ Date _____



SITE PLAN

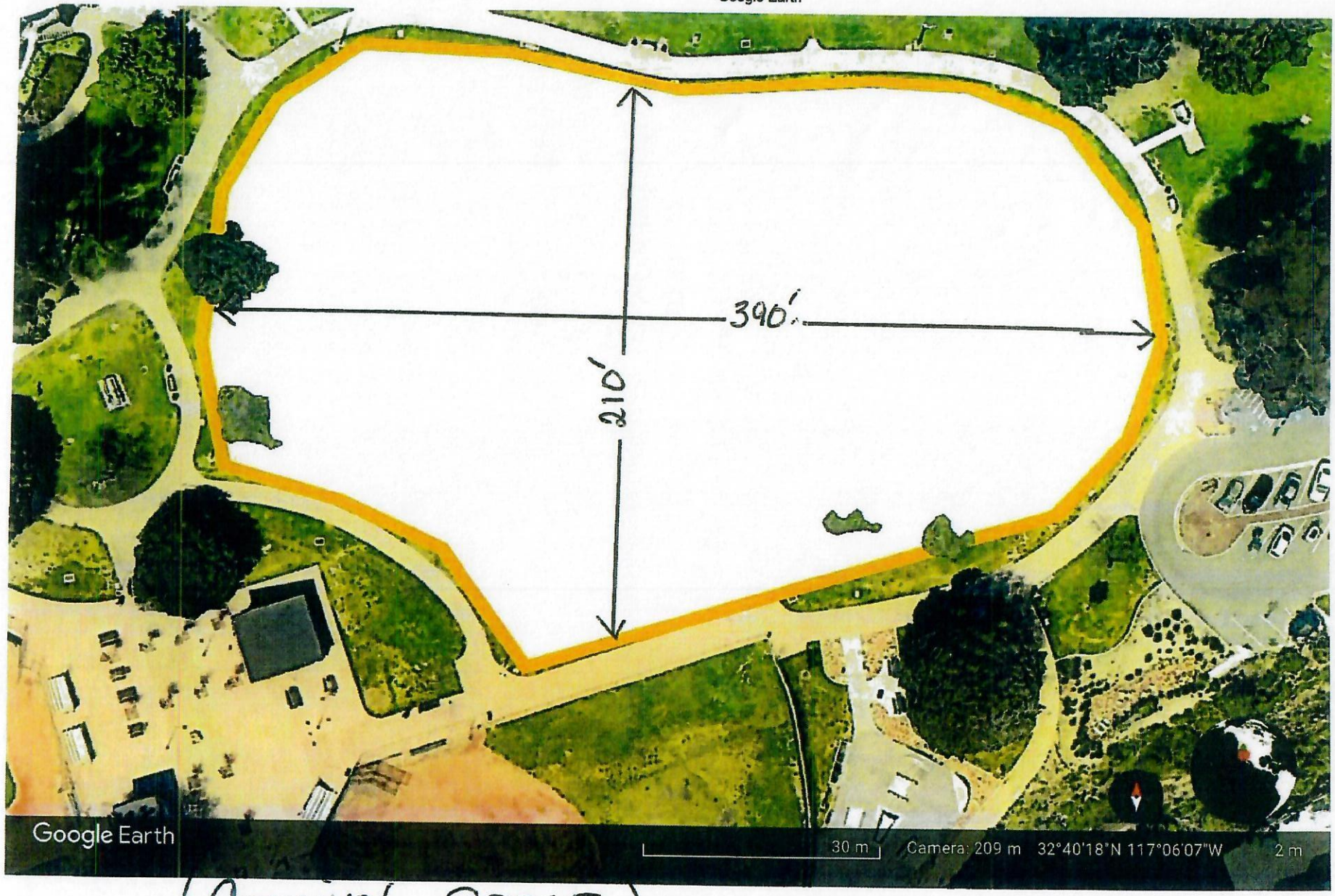
KIMBALL PARK CARNIVAL



G = GAME
F = FOOD

PROPOSED Carnival Site Plan
Kimball Park, National City
APRIL 3-6, 2025

Quick & Ez Auto Registration
ACRJ World
Park Village
E 11th St
E 12th St
Kimball Senior Center
A Ave
D Ave
Auto Body & Painting
ARTS CENTER
Morgan Kimball Towers
City of National City, City Hall
Kimball Park
E 14th St
A Avenue Parking Lot
National City Host Lions Club
Boys & Girls Clubs of Greater San Diego
Customs stereo store
Kimball Skate Park
E 15th St
National City Public Library
National City Fire Department Station 34
E 16th St
Google Earth
Imagery date: 11/18/18 newer
100 m
Camera: 949 m 32°40'17"N 117°06'07"W
4 m



(Carnival Space)

City of National City
BUSINESS TAX CERTIFICATE

"For Services Provided in National City, California Only"

2024

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

Business Name PAUL MAURER SHOWS

Business Location 16081 WARREN LN
HUNTINGTON BEACH, CA 92649-2433

Business Owner(s) PAUL MAURER SHOWS

Business Type Amusement - Other

Account Number 09052509

Effective Date January 01, 2024

Expiration Date [redacted]

PAUL MAURER SHOWS
302 WASHINGTON ST 1219
SAN DIEGO, CA 92103-2110

City Manager

NOTE: IT IS YOUR OBLIGATION TO RENEW THIS CERTIFICATE WHETHER OR NOT YOU RECEIVE A RENEWAL NOTICE

For all inquiries regarding this certificate, contact HdL Business Tax Support Center at (619) 382-2596.

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

PAUL MAURER SHOWS

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of National City
BUSINESS TAX CERTIFICATE

PAUL MAURER SHOWS
302 WASHINGTON ST 1219
SAN DIEGO, CA 92103-2110

Account Number: 09052509

Date of Issue: 01/01/2024

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 3/22/2024

ESL ID: 8755796018

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 4534298

Entity Name: MINISTRY OF JERUSALEM, INC.

- [x] 1. The entity is in good standing with the Franchise Tax Board.
- [ ] 2. The entity is **not** in good standing with the Franchise Tax Board.
- [ ] 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- [ ] 4. We do not have current information about the entity.
- [ ] 5. The entity was administratively dissolved/cancelled on through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California
Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)

Client#: 158 PAULMAUR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Haas & Wilkerson Insurance
4300 Shawnee Mission Parkway
Fairway, KS 66205
913 432-4400

CONTACT NAME: Cassie Odneal
PHONE (A/C, No, Ext): 913 432-4400 FAX (A/C, No):
E-MAIL ADDRESS: cassie.odneal@hwins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company (CHUBB)	22667
INSURER B : Star Insurance Company	18023
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paul Maurer dba
Paul Maurer Shows
16081 Warren Ln
Huntington Beach, CA 92649

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			G20496496	02/05/2024	02/05/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT X LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			H08133268	02/05/2024	02/05/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			XCPN05010755	02/05/2024	02/05/2025	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$9,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0568554	01/01/2024	01/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:
Paul Maurer, Sole Proprietor

* I will send you updated COI after Renewal

The following are Additional Insured with respect to general liability when required by written
(See Attached Descriptions)

CERTIFICATE HOLDER

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[redacted]

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DESCRIPTIONS (Continued from Page 1)

contract with regards to the negligence of the Named Insured. Subject to policy terms, conditions, endorsements and exclusions:

National City Parks & Recreation, 140 East 12th St. National City, CA 91950 its officials, directors and employees; Kimball Park, 148 East 12th St., National City, CA 91950 its officials, directors and employees; The City of National City, 1243 National City Blvd., National City, CA 91950 its elected officials, agents, representatives, directors, and employees; County of San Diego, 1600 Pacific Hwy, San Diego, CA 92101 its elected officials, representatives, directors and employees

HOLD HARMLESS AGREEMENT
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agrees) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

POLICY NUMBER: G20496496

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The City of National City
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organi-zation(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omis-sions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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1600 PACIFIC HIGHWAY, SUITE 260, SAN DIEGO, CA 92101
P.O. BOX 121750, SAN DIEGO, CA 92112
(619) 237-0502

Office Use Only
☒ Government-Issued ID Verified

Jordan Z. Marks
Recorder/County Clerk
County of San Diego
www.sdarcc.gov

FBN# 2023-9025870

Dec 28, 2023 02:36 PM
FILED
JORDAN Z. MARKS,
SAN DIEGO COUNTY CLERK
FEES: $54.00 PAGES: 1
Expires: Dec 28, 2028

FICTITIOUS BUSINESS NAME STATEMENT

All information on this statement is public information and is required to appear in the newspaper pursuant to Business and Professions Code section 17913

(1) FICTITIOUS BUSINESSNAME(S): (If more than two names, use FBN Additional Business Name form)

a. PAUL MAURER SHOWS
Print Fictitious Business Name

b.
Print Fictitious Business Name 302 Washington ST #1219 San Diego 92103

(2) LOCATED AT: ~~16081 WARREN LN~~ / ~~HUNTINGTON BEACH~~ / CA / ~~92649-2433~~ / SAN DIEGO
Street Address (No PO Box, Postal Facility or PMB) / City / State / Zip Code / County (No Abbreviations)

302 WASHINGTON ST. #1219 / SAN DIEGO / CA / 92103
Mailing Address / City / State / Zip Code

(3) REGISTRANT NAME AND ADDRESS (If Corporation/LLC, name, and address registered with Secretary of State) If more than two registrants, use FBN Additional Registrants form

a. PAUL FREEMAN MAURER
Full Name (Individual, Corp., LLC, General Partner, Trustee, etc.)

16081 WARREN LN / HUNTINGTON BEACH / CA / 92649-2433
Street Address (No P.O. Box or Postal Mailbox Facilities) / City / State / Zip Code

If Corporation or LLC – Print State of Incorporation/Organization

b.
Full Name (Individual, Corp., LLC, General Partner, Trustee, etc.)

Street Address (No P.O. Box or Postal Mailbox Facilities) / City / State / Zip Code

If Corporation or LLC – Print State of Incorporation/Organization

(4) THIS BUSINESS IS CONDUCTED BY: (Please check one)

- ☒ A. Individual
- ☐ B. Married Couple
- ☐ C. General Partnership
- ☐ D. Limited Partnership
- ☐ E. Joint Venture
- ☐ F. Corporation
- ☐ G. Trust
- ☐ H. Co-Partners
- ☐ I. Limited Liability Company
- ☐ J. Limited Liability Partnership
- ☐ K. Unincorporated Association-Other than a Partnership
- ☐ L. State or Local Registered Domestic Partners

(5) REGISTRANT FIRST BEGAN TO TRANSACT BUSINESS UNDER THE NAME(S) ABOVE AS OF*: 01/16/2023 (Cannot be a future date)
***INSERT N/A IF YOU HAVE NOT YET BEGUN TO TRANSACT BUSINESS** ENTER COMPLETE DATE **(MM/ DD/YYYY) OR N/A**

I declare that all information in this statement is true and correct. (A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code [redacted] nishable by a fine not to exceed one thousand dollars ($1,000).)

(6) Registrant Signature [redacted] Printed Name: PAUL FREEMAN MAURER
(Original/Wet Signature Required) (Print name of Signor)

If a Corporation, Limited Liability Company (LLC), Limited Partnership (LP) or Limited Liability Partnership (LLP), the following must be also be completed:

Corporation /LLC Name: _____ Officer Title of Signer: _____
(For list of acceptable titles, see instructions #6)

This statement was filed with the San Diego Recorder/County Clerk as indicated by the file stamp above.

NOTICE: IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS (5) FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE)

CC230 (Rev. 03/01/2023)

DEC 28 2023

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink

JORDAN Z. MARKS
Assessor/Recorder/Clerk
San Diego County, California

[redacted]

Deputy

M. Vilsaint

PAUL MAURER SHOWS

Admin & Booking: 302 Washington St. #1219, San Diego, CA 92103
3373 Southern Vista Drive, Kingman, AZ 86401-0633
P.O. Box 3211, Huntington Beach, CA 92605
Tel: (619) 823-5204 | (310) 489-4047 | Email: don.paulmaurershows@yahoo.com
www.paulmaurershows.com

PROVIDING A SAFE, CLEAN, FUN-FILLED FAMILY CARNIVAL EXPERIENCE!

CARNIVAL OPERATIONAL PLAN
KIMBALL PARK – NATIONAL CITY
MARCH 31 – APRIL 7, 2025

October 2, 2024

The following information is provided to the City of National City Parks & Recreation Department and Special Event Department. This proposed carnival in 2025 would be our second carnival at Kimball Park. Below you will find general information about Paul Maurer Shows and requests needed from the parks department.

CARNIVAL RIDE COMPANY INFO:
Owner: Paul F. Maurer
3373 Southern Vista Drive
Kingman, AZ 86401-0633
Cell: (310) 489-4047
Email: paulfmaurer@yahoo.com

Admin Contact Person: Don Maurer
Booking & Promotions
Paul Maurer Shows
302 Washington Street #1219
San Diego, CA 92103
Cell: (619) 823-5204
Email: don.paulmaurershows@yahoo.com

ONSITE CARNIVAL MANAGEMENT CONTACT INFO:

- **Marque Lundgren, General Manager - Cell: (951) 322-3462**
  Email: mrpeg422@me.com

- **Cyndie Duran, Office Manager – Cell: (562) 235-2427**
  Email: cyndiekaydoran@hotmail.com

- **Don Maurer, Booking & Promotions – Cell: (619) 823-5204**
  Email: don.paulmaurershows@yahoo.com

NUMBER OF CARNIVAL EMPLOYEES:
50-60

ESTIMATE NUMBER OF CUSTOMERS OR GUESTS:
Total all (4) days: 2500 – 3000 Guests

FOOD CONCESSION:
(1) Carnival Food Trailer (Cotton Candy, Corn Dogs, Burritos, Churros, Nacho's & Cheese, Funnel Cakes, Candy & Carmel Apples, Popcorn, Fountain Drinks, Assorted Candy & Chips)

NO ALCOHOL, NO SMOKING

NON-PROFIT ORGANIZATION:
The South Bay / National City (SBNC) Diablos Youth Football & Cheer
515 M. Avenue
National City, CA 91950
(Attn: Jennifer Young)

**** This organization has shown interest in possibly selling daily advance unlimited ride wristband coupons for the carnival event earning 20% percentage of their total sales which to go toward their non-profit organization.***

PROPOSED OPERATING DATES & TIMES:

03/31/2025 – MONDAY:

0800 – 2300: Carnival rides, attractions, living quarters & equipment arrives at Kimball Park to be placed on the grass as located & outlined on site plan.

04/01/2025 – TUESDAY:

0800 – 2300: Carnival rides, attractions, living quarters & equipment continues to arrive at Kimball Park and to be placed on the grass as located & outlined on site plan.

04/02/2025 – WEDNESDAY:

0800 – 2300: All carnival rides & attractions to start set-up.

04/03/2025 – THURSDAY:

0800 – 1300: Finalize all set-up of rides & attractions, clean, inspect and prepare for opening of show.

1300 – 1700: Schedule any fire or health department inspections.

1700 – 2200: Carnival opens all rides & attractions to the public. Opening night special $2 rides night.

2200 – 2230: Carnival crew does a complete walk-around of the park and parking areas to pick-up trash & debris.

04/04/2025 – FRIDAY:

12:00 – 1600: Carnival employees conduct required maintenance on all rides and attractions.

1600 – 1700: Carnival employees prepare rides for opening to the public.

1700 – 2300: Carnival opens all rides & attractions to the public.

2300 – 2330: Carnival crew does a complete walk-around of the park and parking areas to pick-up trash & debris.

04/05/2025 – SATURDAY:

1200 – 1400: Carnival employees inspect and prepare rides & attractions for opening.

1400 – 2300: Carnival opens all rides & attractions to the public.

2300 - 2330: Carnival crew does a complete walk-around of the carnival, park and parking areas to pick-up trash & debris.

04/06/2025 – SUNDAY:

1200 – 1400:	**Carnival employees inspect and prepare rides & attractions for opening.**
1400 – 2200:	**Carnival opens all rides & attractions to the public.**
2200 - 2230:	**Carnival crew does a complete walk-around of the carnival, park and parking areas to pick-up trash & debris.**
2200 – 0500:	**Tear-down all rides & attractions.**

04/07/2025 – Monday:

1200 – 2300:	**Final tear-down and begin moving all rides, attractions & equipment off the park. Walk-thru park and repair "if any" issues created by the carnival show.**

04/08/2025 – Tuesday:

0800 – 2300:	**Finalized the removement of all rides, attractions & equipment off park area and conduct walk-thru with Park Management. Repair any damages that may have bee made by the carnival.**

NOTES:

FOR THE CITY:

INSURANCE CERTIFICATE (COI)
- Paul Maurer Shows will provide an updated (COI) for the City of National City prior to the event date. The current renewal for insurance is 02/02/2025.

Business Tax Certificate (BTC)
- Paul Maurer Shows will renew / update its Business Tax Certificate (BTC) with the City of National City upon its next expiration date of December 31, 2024.

CARNIVAL REQUESTS FROM THE PARKS & RECREATION DEPT.

- The carnival would like to reserve & utilize the parking lot (next to the Boys & Girls Club) for the shows living quarters as like THE last carnival. Please advise of reservation amount to be paid.

- The carnival requests that NO PARKING signs be placed in the Boys & Girls Club parking lot in-advance of the carnival's event date. We would also appreciate to have said parking lot block-off in-advance, early AM (Monday, March 31) if possible.

- The carnival requests the parks & recreation to discontinue watering the carnival grass area (as per the site map) a minimum of 10-days prior to the carnival event to avoid grass damage.

- The carnival (Paul Maurer Shows) understands the high risk of its event having bad weather, including the possibility of rain prior to the carnival date. The carnival agrees to discuss and work with the Director of Parks & Recreations (Victor) and the possibility of having to reschedule the carnival event to a later date, (avoiding any damage to the grass area) should there be rain 10 days prior to the event date.

CPR TEST CENTER™
PO BOX 620504
CLARK COUNTY NV 89162

To Whom It May Concern:

This letter serves to confirm that Marque Lundgren has successfully completed CPR/AED/First Aid training on December 20, 2022 and has demonstrated proficiency in Adult, Child, and Infant CPR and AED rescue techniques and First Aid.

1.0 CEU/PDU credit is awarded for Continuing Education and Professional Development purposes.

*Paul Maurer Shows has (2) show owned AED devices in our Show office if needed.

Respectfully Yours,

[redacted]

Amy Miller
Program Administrator
CPR Test Center

PAUL MAURER SHOWS

Management & Key Personnel Information

Mr. Paul Maurer
(Owner)

After graduating from Castle Park High School in Chula Vista, CA in 1969, Paul began working in the resale-retail business and as a part-time animal hospital care taker in Bonita, CA.

In late 1970 Paul decided that it was time to make a career change and began to work for himself in the Carnival Concession industry with his uncle booking (1) game booth with SJM Fiesta Amusements in California. The following 18-years, Paul built his own game concession company known as "Maurer Concessions". With over (30) + game concessions "Maurer Concessions" was then known as one of the largest game operators on the West Coast. Paul booked his game concessions with many carnival operators at that time including but not limited to: *Butler Amusements* - Mr. Bud & Butch Butler; *Ray Cammack Shows* - *(RCS)* Mr. Ray Cammack & Mr. Guy Levit; *Johnston Amusements* - Mr. Kenny Johnston; *B & B Amusements* - Buddy Merten; *Carnival Times Shows* - *(CTS)* Mr. Larry Davis; *Western Pacific Shows (WPS)* Mr. John Lopez; *SJM Fiesta Shows* - Mr. Steve Merten; & *Murphy Bros Shows* - Mr. Jerry Murphy.

In 1989, Paul went a step further in his career seeking endeavors investing and purchasing three amusement rides of his own. After booking his rides while managing a ride-unit for Butler Amusements, Paul began to see the potential of owning additional rides of his own. In 1994 Paul continued buying more rides and then formed in 1995 what is now known as Paul Maurer Shows.

Paul's knowledge of the amusement industry is recognized by his peers and within the fair industry throughout the West Coast. Paul oversees the primary Training & Safety for all the shows' Management, Ride Supervisors and is also the Drug & Alcohol Enforcement Officer. Paul is certified by The National Association of Amusement Ride Safety Officials (NAARSO #1).

SAFETY is "top priority" with Paul and his carnival which reflects greatly by the show's safety inspection reports from his Insurance Company (Haas & Wilkerson), The State of California (CAL-OSHA), State of Oregon, Amusement Ride Division & Washington State, Department of Labor & Industries (Amusement Ride Section). Paul has now been in the fair industry for over 51 years. Paul remains onsite during fair hours and is available anytime for questions or concerns.

In 1997 Paul was honored by being voted in as the President of the "Show Folks of America" (San Francisco Club). Paul is married to Secora and has 3 Boys, his Son, Austin (26), Grandson, Nathan (8) & their adopted Son, Greyson (2).

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Mrs. Secora Maurer (Cori)

Food Concession Owner
16081 Warren Lane, Huntington Beach, CA 92649
Cellphone: (714) 351-2333

Secora (Cori) is Paul's Wife and a "stay at home" Mom raising their kids. Cori also oversees the shows food operation and is an approved Certified Food Handler

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Mr. Donald Maurer (Don)

Booking, RFP's, Proposals & Promotions
302 Washington St. Ste. 1219, San Diego, CA 92013
Cellphone: (619) 823-5204

After graduating from Granite Hills High School in El Cajon, CA in 1975, Don began working for Paul (his brother) full-time through 1981. In 1981 Don enlisted in the U.S. Navy. He served throughout the Western Pacific including Japan, Thailand, Korea & Philippines as a Religious Program Specialist (RP) Chaplain's Assistant until 1991. Receiving an Honorable Discharge from his military service and earned the Navy Commendation Medal serving in "Operation Desert Storm". After his military service, Don decided to return working for his brother, Paul as the "Office" Administrator - Manager, DOT inspection leader and show training officer. In 2002 he moved out of the office position and took over the booking & promotions for the show. Don is the main contact person for most all events and fairs, providing proposals and responding to RFP's. In total, Don has worked over 35+ years in the fair industry with his brother.

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Mr. Anbinh Pham (Ben), MBA

Financial Advisor, Booking & Promotions Agent
302 Washington St. Ste. 1219, San Diego, CA 92013
Cellphone: (619) 823-4941/5204

Mr. Pham (Ben) is originally from Nha Trang, Vietnam where he grew up and attended his primary schooling. After graduating from High School in 1996, Ben attended the University of Saigon in Ho Chi Minh City, Vietnam through 2000. Upon finishing and graduating from the University of Saigon, he received superior honors which provided him his fully funded University Scholarship to Graduate School at the International School of Management in San Diego, CA. After graduating as Valedictorian with his MBA in 2002, he was hired full-time as the shows Financial Adviser, Administrator and is the SO-CAL booking & promotions Agent. (Ben) became an American Citizen in 2006. His duties consist of payable/receivables and oversees the shows operational matters. Mr. Pham has worked for Paul Maurer Shows for 20+ years.

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Mr. Marque Lundgren

Shows' General Manager & Ride Superintendent
25060 Hancock Ave. 103-307, Murrieta, CA 92562
Cellphone: (951) 322-3462

Marque graduated from Banning High School in 1983, Banning, CA. After numerous different Law Enforcement and Military training programs from 1983-1997, he began working in the Entertainment & film field beginning in 1997.

In 2000, Marque joined Paul Maurer Shows beginning in the maintenance department overseeing all maintenance and operations of all rides. Because of Marques professional ability, in 2004 he was promoted into the General Manager position which includes being responsible for and implementing the ride training program, maintenance, injury prevention program and comprehensive corrosion analysis program approve by the State of California (DOSH) ride inspection division. Marque is one of the main "onsite" contacts for customer complaints & incident recorder. He's qualified and has completed training with local, state building inspectors, electrical, public safety and is CPR certified. He meets with all event coordinators including our fair management & board members, fire marshals and ride inspectors that inspect the shows operational & safety policies. His skills also include but are not limited to personal management, maintenance planning & implementation, welding, electrical and hydraulic power conversion. Marque has worked for Paul Maurer Shows for 23 years.
Marque Lundgren is your onsite contact for any and all customer service issues, complaints including incident recorder, ticket refunds.

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Mrs. Cyndie Doran

Onsite Administrator & Office Manager
17154 Palomas Drive, Perris, CA 92570
Cellphone: (562) 235-2427 (24 Hrs.)

Cyndie graduated from Downey High School, Downey, CA. After graduating from High School, she was certified as a Certified Nurse Assistant (CNA) attending Cerritos Community College, graduating with an associate degree in Sociology in 1998. She was employed as the General Manager for (Mrs. Freeda King) a land management company in Long Beach, CA through 2006.

In 2006, Cyndie began working for Paul Maurer Shows starting as a food handler, ticket sales & ride operator. In 2011, she was promoted to the Assistant Office Manager and now has the position of office general manager.

Cyndie's' duties and responsibilities include but not limited to handling California Department of Transportation (DOT) inspections; International Registration Program (IRP); International Fuel Tag Administrator (IFTA); vehicle registrations & special permitting; Department of Safety &

Health; employees payroll clerk; HB2 visa processing; recruitment, hiring & back-ground check verifications; Drug & Alcohol advisor and overseas all employees onsite testing verification; CPR certified, driver's electronic book-keeper; updates, maintains all personnel training files for the show. Cyndie is married and has worked for Paul Maurer Shows for over 15 years. Cyndie is also one of the onsite contacts for any and all customer service issues including incident recorder, ticket, wristband complaints & refunds.

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Mrs. Carol Lundgren
(Game Operations Manager)
25060 Hancock Ave. 103-307, Murrieta, CA 92561
Cellphone: (951) 541-8050

Carol has been with Paul Maurer Shows and in the carnival industry for now over 23 years. Carol oversees the operation of her and the show's food & games concessions. Prior to coming out to be with her husband, Carol was a professional "stay-at-home" housewife & Mom, raising their (3) children. Carol is food handler certified.

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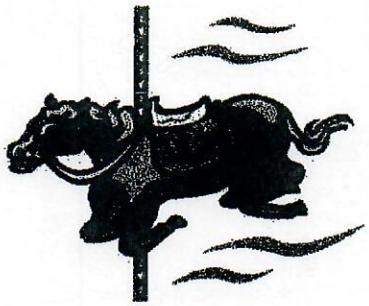

CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: Paul Maurer Shows
EVENT: Kimball Park "Spring" Carnival
DATE OF EVENT: April 3, 2025 through April 6, 2025

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [x]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [x]
ENGINEERING	YES [x]	NO [ ]	SEE CONDITIONS [ ]
COMMUNITY DEVELOPMENT	YES [x]	NO [ ]	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370
Risk Management has reviewed the above-captioned request for issuing a Temporary Use Permit. To satisfy the City's insurance requirements, it will be necessary for the Applicant and the Security provider (One Shield Security Services) must provide the following:

- A valid copy of the Certificate of Liability Insurance from the applicant and One Shield Security Services.
- The insurance policy has a combined single limit of no less than $1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and $2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The applicant and One Shield Security Services must each provide a separate additional insured endorsement wherein it notes the additional insured as "The City of National City, its officials, agents, employees, and volunteers."
- The insurance company issuing the policy has an A.M. Best's Guide Rating of A: VII and is a California-admitted company.
- The Certificate Holder must reflect:
  City of National City
  c/o Risk Manager
  1243 National City Boulevard
  National City, CA. 91950-4397

It should be noted that the applicant properly executed the Indemnification and Hold Harmless Agreement when the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580

Streets Division

- 1 Employee for pos□ng, reg. □me: $75.47 hr. X 2 = $150.94
- 1 Employee to pick up OT. $113.20 X 2 = $226.4
- 1 truck $22.76 hr. x4 = $91.04
- "No parking" signs/barricades 14 x $1.49 = $20.86
  TOTAL: $489.24

Facilities Division
No involvement

Parks Division

1. Three hours for set up on Thursday 3/28/25 to mark irrigation valve boxes and paint a fire lane at regular pay @ $66.98=$200.94

   2. The Event Organizer is responsible for any damage caused to the park's infrastructure, including but not limited to:
   - Irrigation systems
   - Grass and landscaping
   - Sidewalks and pathways
   - Other Park facilities

   3. The Event Organizer shall ensure that all equipment and materials used during the event are properly secured and removed after the event.

   *Clean-up Responsibilities:

   The Event Organizer is also responsible for:

   1. Removing all trash and debris from the carnival site and parking lot.
   2. Leaving the premises in the same condition as prior to the event.
   3. Providing adequate waste disposal facilities and ensuring their proper use.

   *Weather Contingency Plan:
   In case of a heavy rain event, we will evaluate the possibility of postponement or cancellation.

POLICE DEPARTMENT

The Kimball Park "Spring" Carnival is new to the City of National City (2nd Year).

The event will be held from 04/03/2025 – 04/06/2025 with hours of operation being 1400 – 2200 hours.

The National City Police Department is requesting the following staffing –

- **Thursday 04/03/2025 – 1345 – 2215 hours – Two Officers – 8.5 hours of overtime each, this includes donning (.15) and doffing (.15) time for each officer.**

- **Friday 04/04/2025 – 1345 – 2215 hours – Two Officers – 8.5 hours of overtime each, this includes donning (.15) and doffing (.15) time for each officer.**

- **Saturday 04/05/2025 – 1345 – 2215 hours – Two Officers – 8.5 hours of overtime each, this includes donning (.15) and doffing (.15) time for each officer.**

- **Sunday 04/06/2025 – 1345 – 2215 hours – Two Officers – 8.5 hours of overtime each, this includes donning (.15) and doffing (.15) time for each officer.**

Total hours worked - 68
Hourly Loaded OT Rate for an officer – $96.94
Cost for event - $6,591.92

ENGINEERING
No comments received

COMMUNITY SERVICES
No comments received

FINANCE
No comments received

COMMUNITY DEVELOPMENT

Planning
1. All activities shall comply with the limitations in Table III of NCMC Title 12 (Noise).

2. Speakers and lights shall face away from residential properties.

Building
1. No new electrical, mechanical, or plumbing work is permitted for this event. If there is new work being proposed, please contact the Building Department to obtain proper permits.

2. The proposed generators must be located a minimum of 5 feet from any building or enclosure (i.e. tents) to allow for proper ventilation. Any power cords running from

the generators or any electrical outlets must be properly secured and covered to avoid trip hazards.

3. It is the owner/operator's responsibility to adhere to accessibility requirements.

4. It is the owner/operator's responsibility to obtain all necessary approvals from the other City/County agencies.

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

FIRE (619) 336-4550

INSPECTION REQUIRED
$1,422.00

Total fee amount for all Fire Department permits is one fourteen hundred and twenty two dollars ($1,422.00) dollars. Fees can only be waived by City Council. Multi-day Carnivals $1,031.00 Tents $391.00. Additional fees may apply if after hour's inspection and large tents or canopies are required or used. A meeting is requested with organization

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Stipulations required by the Fire Department for this event are as follows:

1) Access to the area to be maintained at all times, entrances and emergency roadways

2) Fire Department access into and through event areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Please see park supervisor for fire lanes required through park

3) Fire Department access into and through the carnival and game areas are to be maintained at all times

4) Access to Morgan and Kimball Towers to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.

5) **Access into park from D Ave is required. Currently blocked by new angled parking (Engineering/Public Works)**

6) Fire Hydrants shall not be blocked or obstructed

7) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)

8) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)

9) Vehicles shall be isolated from contact with the tents, canopies or membrane structures. Vehicles shall be at least **20** feet away from tents, canopies and membrane structures

10) Exit doorways shall be evaluated for compliance by city building official. Occupancy load may be necessary as organization is proposing a fence around perimeter

11) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more. Exits, aisles and passageways shall not be blocked or have their minimum clear width obstructed in any manner

12) The arrangement of aisles shall be subject to approval by the building and fire code official, and shall be maintained clear at all times during occupancy

13) The floor surface and grounds outside shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises

14) Smoking shall not be permitted in amusement area. Approved “No Smoking” signs shall be conspicuously posted

15) Internal combustion power sources that may be used for “Emergency Power” shall be of adequate capacity to permit **uninterrupted operation** during normal operating hours

16) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure

17) A drip pan shall be used to capture oils and fuel lost during normal operation

18) Any electrical power used, is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only, and shall be protected so as not to create a tripping hazard to the public. Consult building official for requirements and inspection of possible temporary power/electrical if necessary

19) Fire Department Permit is required for carnival. Permit to be requested and all necessary information provided to the Fire Department a minimum of 14 days prior to the event. Permit fee is one thousand thirty-one dollars ($1,031). Fees can only be waived by the City Council.

20) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival. Inspection to include all rides, and cooking area etc. Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred eleven ($211.00) dollars. Please contact the National City Fire Department to arrange a time for inspection. Periodic inspections will be conducted by the National City Fire Department for this event. **Additional hours after the first two hours shall be billed at $191.00 per**

21) Cooking area to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.

22) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	$0
401 – 500 sf -	$391.00
501 – 600 sf -	$436.00
601 – 700 sf -	$571.00

Tents:

0 –200 sf -	$391.00
201 – (+) sf -	$400.00

Note: PLEASE CONTACT THE DEPUTY FIRE MARSHAL ON QUESTIONS SURROUNDING TENTS AND CANOPIES

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Walter Amedee, Emergency Manager**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Vehicle Purchase for the Fire Department

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract #091521-NAF with National Auto Fleet Group for the Purchase and Buildout of a 2024 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab; 2) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220(B) Regarding the Purchasing of Emergency Lighting and Controller for the New Vehicle; 3) Approving the Purchase of a Flatbed Trailer and Camper Shell from the Lowest Responsive, Responsible Bidders; and 4) Approving the Establishment of Appropriations and Transfers and a Corresponding Revenue Budget in the General Fund and Vehicle Replacement Fund Based on Funding from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund in a Not-to-Exceed Amount of $95,040.00."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The National City Fire Department strives to maintain its readiness to respond to significant incidents within the City as well to requests for mutual aid in surrounding jurisdictions and for responding to large scale incidents within the State of California. Through funding available from the Lower Sweetwater Fire Protection District, the City has the opportunity to acquire a 2024 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab truck, camper shell, and flatbed trailer that would strengthen the Fire Department's response capabilities.

As allowed by Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the Sourcewell Contract #091521-NAF with National Auto Fleet Group to allow for the purchase of one (1) 2024 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state, or local agency pricing program or structure that is determined by the purchasing agent to allow procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting

limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the Sourcewell Contract #091521-NAF with National Auto Fleet Group was competitively bid through a Request for Proposals (RFP) process, and that the State of California's Department of General Services procurement procedures are in substantial compliance with those of National City.

Sourcewell is willing to offer the City of National City the opportunity to take advantage of this competitive bid price. The Sourcewell Contract #091521-NAF award was made for $58,275.00 unit price. National City's cost will be $61,119.42 ($56,193.72 after a 3.571% discount plus sales tax and tire fee). Therefore, staff requests that City Council authorize the purchase of one (1) 2024 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing, by piggybacking onto the Sourcewell Contract #091521-NAF.

In addition, as allowed by National City Municipal Code Section 2.60.220 (C) - Open market procedure—Exception to bidding requirements, the purchase of an Emergency Lighting and Controller package is necessary for the new vehicle to be fully operational. AEP California is the sole provider of the lighting package that the City currently uses for City emergency services vehicles and will be used for this vehicle. This will allow for integration with the City's existing equipment utilized for emergency services. The cost for the Emergency Lighting and Controller package is $10,006.96.

Staff have also requested quotes for the purchase of a flatbed trailer and camper shell for the vehicle. The quotes obtained determined that TheTrailerZone.com and Leer Truck Acc. Center - San Diego were the lowest responsive, responsible bidders for the flatbed trailer and camper shell respectively. The cost of the flatbed trailer is $8,845.35 and the camper shell is $6,339.25.

Funding for these purchases was obtained from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund. A check for $95,040.00 was received by the Finance Department intended for the purchase of the fully equipped vehicle. The Finance Department has placed the funds in the City's General Fund.

This vehicle will be utilized by an Operations Division Chief to respond to large scale incidents within the city of National City and disasters throughout the state of California. The flatbed trailer will be utilized by the National City Fire Department to transport training materials to the fire department training facility such as roll up doors for forcible entry, lumber for ventilation exercises, and vehicles for auto extrication modules.

FINANCIAL STATEMENT:

There is no cost to the City of National City to purchase the truck, camper shell, and trailer due to funding being obtained from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund. The total cost for the purchase of the items described above is $86.310.98. The remainder of the $95,040 will be used to purchase and install a Motorola mobile radio. There will be ongoing operational and maintenance costs as well as internal service fund charges from the City's Vehicle Replacement Reserve as a result of the addition of these items to the City's fleet. There is potential for revenue generation as the Ford F-250 vehicle deploys to incidents throughout the state of California under the auspices of the Office of Emergency Services with a reimbursement rate of approximately $500.00 per day. Also, the flatbed trailer will reduce current costs associated with lumber delivery and the delivery of vehicles for auto extrication training.

Revenue Accounts:
100-70-22-22100-3555- $95,040.00 Fire Protection Services Lower Sweetwater (General Fund)
644-10-31-31100-3999- $95,040.00 Transfers from Other Funds

Expenditure Accounts:
100-10-19-19100-8999- $95,040.00 Transfers to Other Funds
644-10-22-22100-7511- $95,040.00 Automotive Equipment

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 – Sourcewell Contract #091521-NAF
Exhibit B – Sourcewell Quote #29259
Exhibit C – AEP California Quote #QTE0039412
Exhibit D – TheTrailerZone.com Quote
Exhibit E – Leer Truck Acc. Center - San Diego Quote
Exhibit F – Resolution

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

By: DocuSigned by: Jesse Cooper FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.	*
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.	*
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.	*
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.	*

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/26/2024

Quote ID: **29259**

Mr Brian Krepps
National City Fire Dept

343 E 16th street

National City, California, 91950

Dear Brian Krepps ,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2024 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab 6.75' Box 160" WB, Factory Order) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$58,275.00	$56,193.72	3.571 %	$2,081.28
Factory Order		$0.00		
Tax (8.7500 %)		$4,916.95		
Tire fee		$8.75		
Total		$61,119.42		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	**Description**
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
WHEELS	
Code	**Description**
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum, (STD)
TIRES	
Code	**Description**
TCH	Tires: LT275/65Rx18E BSW A/S, (STD)
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
3S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests
AXLE RATIO	
Code	**Description**
X37	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates and optional to all others
76C	Exterior Backup Alarm (Pre-Installed)
85S	Tough Bed Spray-In Bedliner, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts
OPTION PACKAGE	
Code	**Description**
603A	Order Code 603A

2024 Fleet/Non-Retail Ford Super Duty F-250 SRW XLT 4WD Crew Cab 6.75' Box 160" WB

WINDOW STICKER

2024 Ford Super Duty F-250 SRW XLT 4WD Crew Cab 6.75' Box 160" WB

CODE	MODEL	MSRP
W2B	2024 Ford Super Duty F-250 SRW XLT 4WD Crew Cab 6.75' Box 160" WB	$55,510.00
	OPTIONS	
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)	$0.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	$0.00
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum, (STD)	$0.00
TCH	Tires: LT275/65Rx18E BSW A/S, (STD)	$0.00
Z1	Oxford White	$0.00
3S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests	$0.00
X37	3.73 Axle Ratio, (STD)	$0.00
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates and optional to all others	$0.00
76C	Exterior Backup Alarm (Pre-Installed)	$175.00
85S	Tough Bed Spray-In Bedliner, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	$595.00
603A	Order Code 603A	$0.00

Please note selected options override standard equipment

	SUBTOTAL	**$56,280.00**
	Advert/ Adjustments	$0.00
	Manufacturer Destination Charge	$1,995.00
	TOTAL PRICE	**$58,275.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
3.73 Axle Ratio (STD)

EXTERIOR

Wheels: 18" Sparkle Silver Painted Cast Aluminum -inc: bright hub covers/center ornaments (STD)
Tires: LT275/65Rx18E BSW A/S -inc: Spare may not be the same as road tire (STD)

GVWR

GVWR: 10,000 lb Payload Package

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 190 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
3481# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Chrome Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Variable Intermittent Wipers
Privacy Glass
Aluminum Panels

Chrome Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Front Fog Lamps
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
Wireless Phone Connectivity
2 LCD Monitors In The Front
6-Way Power Driver Seat -inc: Power Recline, Height Adjustment and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Keypad
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Full Cloth Headliner
Urethane Gear Shifter Material
Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
Cloth 40/20/40 Split Bench Seat -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Overhead Console w/Storage, 3 12V DC Power Outlets and 1 120V AC Power Outlet
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Smart Device Integration
Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and Locking 1st Row Underseat Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center

Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Front Center Armrest w/Storage
Seats w/Cloth Back Material
Manual Adjustable Rear Head Restraints
2 Seatback Storage Pockets
Securilock Anti-Theft Ignition (pats) Immobilizer
Air Filtration
3 12V DC Power Outlets and 1 120V AC Power Outlet
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos
Automatic Emergency Braking
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Dual Stage Driver And Passenger Front Airbags
Rear Child Safety Locks
Back-Up Camera

Quotation

Date	Page
Sep 23, 2024	1
Order Number	
QTE0039412	

AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:
National City Fire Department
1243 National City Blvd.
National City, CA 91950

Ship To:
National City Fire Department
1243 National City Blvd.
National City, CA, 91950

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
NCFD F350 Perimeter Lighting		NAT11103	PT	Sep 23, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	F350		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Agency Contact: Brian Krepps, 760-305-2278			
		bkrepps@nationalcityca.gov			
		Emergency Lighting and Controller			
1.00	SIRE00632 / ENGSA5200RSP	500 Series Remote Control System Button, 2 speaker	1,042.8000	Y	1,042.80
1.00	VACC03152 / ENGLMK013	bluePRINT Link Micro Kit, Super Duty 23-24	343.0000	Y	343.00
1.00	BKRT00279 / EXPOVRH500BRK	Overhead Bracket for 500 Series Controller	50.0000	Y	50.00
1.00	SIRE00608 / PSRN5HDK3	Siren PA Conversion Kit (adds microphone jack to amplifier)	55.0000	Y	55.00
1.00	INST05794 / 2148	RJ45 Cat5 Control Head Cable, Yellow, 14'	8.0000	Y	8.00
1.00	VACC02945 / B00FSYBKPM	StarTech.com 3 ft Panel Mount USB Cable B to B - F/M - Panel	15.0000	Y	15.00
2.00	SPEA00253 / ETSS100J5	100 Watt Composite Siren Speaker with Universal Bail Bracket	248.0000	Y	496.00
1.00	CONS01276 / MMBP-25	Magnetic Microphone Mount BP	38.0000	Y	38.00

Quotation continued on next page ...

Quotation

Date	Page
Sep 23, 2024	2
Order Number	
QTE0039412	

AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:
National City Fire Department
1243 National City Blvd.
National City, CA 91950

Ship To:
National City Fire Department
1243 National City Blvd.
National City, CA, 91950

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
NCFD F350 Perimeter Lighting		NAT11103	PT	Sep 23, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	F350		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Interior Lightbar			
1.00	LBAR04384 / ENFWB017M6	nFORCE® Interior Lightbar, Red/White	650.0000	Y	650.00
		SO Quote # QSF020779			
		Grill Lighting			
4.00	LEDS04175 / EMPSCG2STS4D	mpower® 4" 3-Wire Light w/ Stud Mount, Red/White	134.7500	Y	539.00
1.00	PATC00288 / FT-UNV-SOB5-BUM-02	Bumper Harness, bluePRINT 500 w/3-Wire Dual, Universal	116.0000	Y	116.00
		Headlight Flasher			
1.00	FLAS00098 / ETHFSS-SP-ISO	Isolated Headlight Flasher PL 2013-01-01	60.5000	Y	60.50
		Tail Gate Lighting			
2.00	LEDS04378 / EMPSCG2QMS4D	3-Wire mPower 4" Facial QM LED, 12-LED, Red/White	134.7500	Y	269.50
2.00	VACC02904 / FT-UNV-SOB5-3WR-02	bluePRINT 500 w/3-Wire LED Extension Single, Universal	22.4000	Y	44.80

Quotation continued on next page ...

Quotation

Date	Page
Sep 23, 2024	3
Order Number	
QTE0039412	

AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:
National City Fire Department
1243 National City Blvd.
National City, CA 91950

Ship To:
National City Fire Department
1243 National City Blvd.
National City, CA, 91950

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
NCFD F350 Perimeter Lighting		NAT11103	PT	Sep 23, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	F350		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Rear Tail Light Strobes			
2.00	LEDS03669 / ELUC3H010R	Universal Undercover Strobe, Red	93.1000	Y	186.20
		Rear Directional Lightbar			
1.00	LBAR04385 / EMPTC017M7	mpower® Traffic Controller	865.0000	Y	865.00
		SO Quote# QSF020779			
		Base Electrical System			
1.00	PATC00300 / FT-UNV-SOB5-PRI-02	FasTech Universal Octopus Harness, SoundOff 500	768.0000	Y	768.00
1.00	SHOP90006 / Shop Supplies	Materials need to complete install	85.0000	Y	85.00
34.00	LABO90001 / AEP INSTALL	All Labor Charges EVT-Certified Technician Labor	105.0000	Y	3,570.00

Thank you for the opportunity to earn your business

Terms & Conditions:

- **ESTIMATES VALID FOR 30 DAYS**
- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.
- Credit Card payments accepted for payments of orders/invoicing totaling $10,000 or less only.

SIGNATURE (not required if PO/contract is issued) _____

Parts	**5,631.80**
Labor / Services	**3,570.00**
Trans / Trip / Fee	**0.00**
Shipping	**0.00**
Order Discount	**0.00**
Subtotal	**9,201.80**
Total sales tax	**805.16**
Total order	**10,006.96**

THETRAILERZONE.COM

34395 Mission Trail Wildomar, CA 92595

Phone: (951) 970-6750
Fax: (951) 344-8286

Salesperson:
F&I Manager:

Today's Date: 07/22/2024
Deal Date: 07/22/2024

	BUYER	CO-BUYER	INSURANCE
Name:	NATIONAL CITY FIRE DEPARTMENT		
Address:	343 E 16th St		
	NATIONAL CITY, CA 91950	CA	
County:	SAN DIEGO		
Home Phone:			
Cell Phone:			
Work Phone:			
Email:			

ANNUAL % RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
0.00 %	$0.00	$8,845.35	$8,845.35	Down: $0.00 $8,845.35

ITEMIZATION OF AMOUNT FINANCED

Vehicle Cash Price:	$7,999.00
Document Processing Charge:	$85.00
Sales Tax @ 8.7500%:	$707.35
Subtotal:	**$8,791.35**
Electronic Filing Fee:	$0.00
License Fees:	$47.00
Official Fees:	$7.00
Total:	**$8,845.35**
Cash Down:	$0.00
Total Downpayment:	**$0.00**
Amount Financed:	**$8,845.35**

BREAK DOWNS

LICENSE FEES

Base DMV Fee:	$47.00
Add On Amount:	$0.00
Total:	**$47.00**

OFFICIAL FEES

Tire Fee:	$7.00
Total:	**$7.00**

PAYMENT SCHEDULE

1 Monthly Pmt @:	**$8,845.35**
Due On:	**07/22/2024**

items marked with * are estimated

VEHICLE INFORMATION

PURCHASE - NEW	
Stock Number:	24939
VIN:	5851F1628PP024939
Year:	2023
Make:	SUN COUNTRY
Model:	FLATBED 16
Body Style:	UTILITY
Odometer:	

TRADE-IN(S)

Seller Signature: *Title:* *Date:*

Provider of this form makes no warranty, express or implied, as to content or fitness for purpose of this form. Consult your own legal counsel.

This is a non-binding proposal. All sales subject to credit approval.
DealSummary (Rev.07/19) ©
07/22/2024 12:56:53 PM

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(800) 284-8469 www.dataconsultants.com
grapevine SOFTWARE

Leer Truck Acc. Center - San Diego

7161 Engineer Road
San Diego, CA 92111
Phone# (858)-279-0240
Email: leersd@me.com

Hours: M-F: 9am - 6pm &. Sat: 9am - 4pm

Invoice #:	Quote/Estimate
Date:	9.24.24
Sales Person:	KB

Client Information:

Name:	Brian Krepps
Address:	
City, State, Zip:	
Phone #:	
Alt. Ph / Email:	

Vehicle Information:

Make:	FORD
Model:	F250
Year:	6'9"
Cab & Bed Size	CREW 6'9"
Color Code:	?

IMPORTANT NOTES FOR CLIENT:

~ **PRICES ARE SUBJECT TO CHANGE, THIS IS A QUOTE, NOT AN ORDER UNLESS STATED OTHERWISE**
~~ **A MINIMUM DOWN-PAYMENT/DEPPOSIT IS NEEDED TO PLACE ORDER INTO PRODUCTION**
~~~ **PLEASE NOTE THE NAME OF YOUR "SALES PERSON" so we can track down important info in which you relayed**
~~~~ **INSTALLATION BY US IS WARRANTIED FOR ONLY 1 YEAR**
~~~~~ **ANYTHING COLORED CANNOT BE 10000% MATCHED SINCE NOT PAINTED AT THE SAME TIME AS YOUR TRUCK**

Qty.	Vendor	Part#/Model ID Code	DESCRIPTION	Price
1	LEER	100SCC 69FS23	LEER FIBERGLASS COMMERCIAL CAP - MODEL. 100SCC	$3,075.00
			FRONT SOLID GLASS	$0.00
			INTERIOR CARPET HEADLINER	$190.00
			12V 3 WAY POWER BLOCK OUTLET	$80.00
			COLOR MATCHED TO COLOR CODE (IF TRICOAT + $180)	$0.00
			12V LED INTERIOR LIGHT. " A" & 3rd brake light	$0.00
			PAINTED RECESSED SIDE ACCESS DOORS W STAILESS DRO T HANDE	$0.00
			PER SIDE $ 399.00	$798.00
1	BED SLIDE	10-7948-CLS	BED SLIDE 1000 - 1000LBS CAPACITY, 75% EXTENSION	$1,499.00
			SILVER COLOR	
			APPROX. LEAD TIME: 2 MONTHS & MINUMUM of a DEPOSIT	
			NEEDED TO ORDER THE CAP, 30%.	

SUB TOTAL	$5,642.00
TAX	$437.25
INSTALL	$260.00
TOTAL	$6,339.25
~~~~~

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT #091521-NAF WITH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND BUILDOUT OF A 2024 FORD SUPER DUTY F-250 SRW (W2B) XLT 4WD CREW CAB; 2) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220(B) REGARDING THE PURCHASING OF EMERGENCY LIGHTING AND CONTROLLER FOR THE NEW VEHICLE; 3) APPROVING THE PURCHASE OF A FLATBED TRAILER AND CAMPER SHELL FROM THE LOWEST RESPONSIVE, RESPONSIBLE BIDERS; AND 4) APPROVING THE ESTABLISHMENT OF APPROPRIATIONS AND TRANSFERS AND A CORRESPONDING REVENUE BUDGET IN THE GENERAL FUND AND VEHICLE REPLACEMENT FUND BASED ON FUNDING FROM THE LOWER SWEETWATER FIRE PROTECTION DISTRICT'S EQUIPMENT REPLACEMENT FUND IN A NOT-TO-EXCEED AMOUNT OF $95,040.00.

WHEREAS, consistent with National City Municipal Code (NCMC) Section 2.60.260, there is an opportunity to piggyback onto Sourcewell Contract #091521-NAF for the purchase and buildout of 2024 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab through National Auto Fleet Group for the Fire Department in a not -to -exceed amount of $95,040.00; and

WHEREAS, consistent with NCMC Section 2.60.220 (C) - Open market procedure - Exception to bidding requirements, there is an opportunity for the purchase of Emergency Lighting and Controller for the new vehicle that will integrate with the City's existing systems and equipment; and

WHEREAS, the purchase of a flatbed trailer and camper shell for the vehicle from the lowest responsive, responsible bidders will be used to transport training materials to the fire department training facility such as roll up doors for forcible entry, lumber for ventilation exercises, and vehicles for auto extrication modules; and

WHEREAS, funding for these purchases was obtained from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund with a check for $95,040.00; and

WHEREAS, this vehicle will be utilized by an Operations Division Chief to respond to large scale incidents within the city of National City and disasters throughout the state of California.

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 to waive the formal bid process and to piggyback onto Sourcewell Contract #091521-NAF with National Auto Fleet Group for the purchase and buildout of a 2024 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab.

Section 2: The City Council hereby authorizes waiving the formal bid process for the purchase of Emergency Lighting and Controller for the new vehicle pursuant to NCMC Section 2.60.220 (C).

Section 3: The City Council also hereby authorizes the purchase of a flatbed trailer and camper shell from the lowest responsive, responsible bidders.

Section 4: The City Council hereby authorizes the establishment of appropriations and transfers and a corresponding revenue budget in the General Fund and Vehicle Replacement Fund with funds from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund in a not-to-exceed amount of $95,040.00.

Section 5: 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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Finance**
Prepared by: **Kecia Carrasco, Accountant**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Investment transactions for the Month Ended July 31, 2024.

RECOMMENDATION:
Accept and File the Investment Transaction Ledger for the Month Ended July 31, 2024.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

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

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending July 31, 2024.

FINANCIAL STATEMENT:
In this period, there were acquisitions of $1,710,657.91 and dispositions of $1,586,572.96.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

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

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

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – Investment Transaction Ledger 2024-0731

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of National City | Account | As of July 31, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Bank of New York Mellon

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of National City | Account | As of July 31, 2024

Portfolio Characteristics

Average Modified Duration	2.57
Average Coupon	3.01%
Average Purchase YTM	3.15%
Average Market YTM	4.41%
Average Quality	AA
Average Final Maturity	2.90
Average Life	2.64

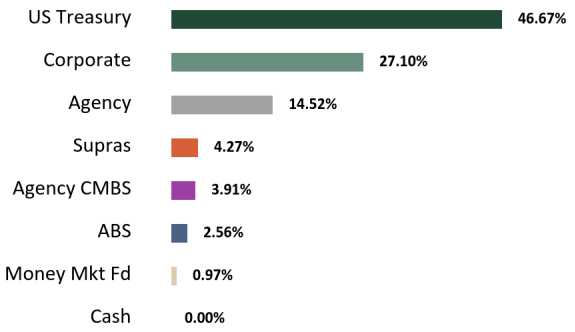
Account Summary

	Beg. Values as of 07/01/2024	End Values as of 07/31/2024
Market Value	37,169,370.25	37,708,059.18
Accrued Interest	258,440.46	291,855.86
Total Market Value	**37,427,810.71**	**37,999,915.04**
Income Earned	56,872.04	128,856.89
Cont/WD	(2,635.78)	(2,654.37)
Par	38,425,827.55	38,479,798.17
Book Value	38,302,695.14	38,263,853.07
Cost Value	38,302,695.14	38,263,853.07

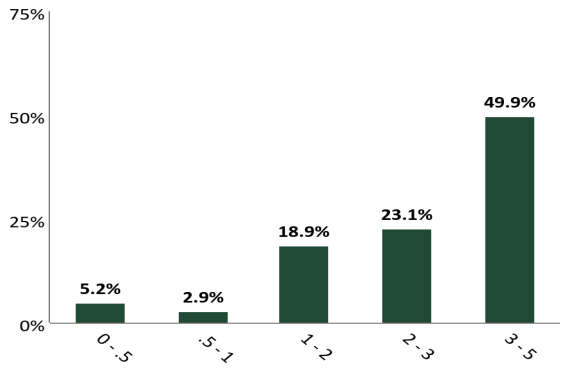
Top Issuers

United States	46.67%
Federal Home Loan Banks	7.15%
FHLMC	6.67%
Farm Credit System	4.60%
Inter-American Development Bank	2.59%
Apple Inc.	1.75%
International Finance Corporation	1.68%
State Street Corporation	1.46%

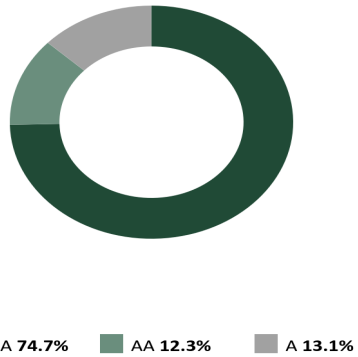
Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/01/12)
City of National City	1.54%	3.09%	2.59%	5.71%	2.79%	0.58%	1.26%	1.33%	1.17%
Benchmark Return*	1.47%	3.08%	2.30%	5.39%	2.26%	0.16%	0.96%	1.09%	0.97%

*Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of National City | Account | As of July 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	3.9	Compliant	
Max % Issuer (MV)	5.0	3.9	Compliant	
Max Maturity (Years)	5.0	4.2	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	2.5	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A- by 2, A-1 by 2)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A by 2, A-1 by 2)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	27.2	Compliant	
Max % Issuer (MV)	5.0	1.7	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				

City of National City | Account | As of July 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	100.0	14.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	1.0	Compliant	
Max % Issuer (MV)	20.0	1.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 2)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A by 2, A-1 by 2 if > FDIC Limit)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	4.3	Compliant	
Max % Issuer (MV)	10.0	2.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	46.6	Compliant	

STATEMENT OF COMPLIANCE

City of National City | Account | As of July 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of National City | Account | As of July 31, 2024

Maturities / Calls

Month to Date	**(450,000.00)**
Fiscal Year to Date	**(450,000.00)**

Principal Paydowns

Month to Date	**(33,838.10)**
Fiscal Year to Date	**(33,838.10)**

Purchases

Month to Date	**1,705,531.05**
Fiscal Year to Date	**1,705,531.05**

Sales

Month to Date	**(1,128,905.84)**
Fiscal Year to Date	**(1,128,905.84)**

Interest Received

Month to Date	**92,901.22**
Fiscal Year to Date	**92,901.22**

Purchased / Sold Interest

Month to Date	**2,540.26**
Fiscal Year to Date	**2,540.26**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	38,302,695.14	38,302,695.14
Maturities/Calls	(450,000.00)	(450,000.00)
Principal Paydowns	(33,838.10)	(33,838.10)
Purchases	1,705,531.05	1,705,531.05
Sales	(1,128,905.84)	(1,128,905.84)
Change in Cash, Payables, Receivables	(34,797.51)	(34,797.51)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	(96,831.67)	(96,831.67)
Ending Book Value	38,263,853.07	38,263,853.07

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	37,169,370.25	37,169,370.25
Maturities/Calls	(450,000.00)	(450,000.00)
Principal Paydowns	(33,838.10)	(33,838.10)
Purchases	1,705,531.05	1,705,531.05
Sales	(1,128,905.84)	(1,128,905.84)
Change in Cash, Payables, Receivables	(34,797.51)	(34,797.51)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	577,530.99	577,530.99
Realized Gain (Loss)	(96,831.67)	(96,831.67)
Ending Market Value	37,708,059.18	37,708,059.18

TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of National City | Account | As of July 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/01/2024	60934N807	33,775.00	FEDERATED HRMS GV O SVC	1.000	4.93%	(33,775.00)	0.00	(33,775.00)	0.00
Purchase	07/02/2024	60934N807	2,077.76	FEDERATED HRMS GV O SVC	1.000	4.97%	(2,077.76)	0.00	(2,077.76)	0.00
Purchase	07/15/2024	60934N807	12,015.42	FEDERATED HRMS GV O SVC	1.000	4.97%	(12,015.42)	0.00	(12,015.42)	0.00
Purchase	07/15/2024	60934N807	28,761.49	FEDERATED HRMS GV O SVC	1.000	4.97%	(28,761.49)	0.00	(28,761.49)	0.00
Purchase	07/17/2024	60934N807	4,795.98	FEDERATED HRMS GV O SVC	1.000	4.97%	(4,795.98)	0.00	(4,795.98)	0.00
Purchase	07/22/2024	60934N807	35.16	FEDERATED HRMS GV O SVC	1.000	4.96%	(35.16)	0.00	(35.16)	0.00
Purchase	07/22/2024	60934N807	5,076.61	FEDERATED HRMS GV O SVC	1.000	4.96%	(5,076.61)	0.00	(5,076.61)	0.00
Purchase	07/25/2024	60934N807	5,408.15	FEDERATED HRMS GV O SVC	1.000	4.98%	(5,408.15)	0.00	(5,408.15)	0.00
Purchase	07/30/2024	91282CEV9	600,000.00	UNITED STATES TREASURY 3.25 06/30/2029	96.234	4.10%	(577,406.25)	(1,589.67)	(578,995.92)	0.00
Purchase	07/30/2024	60934N807	539,221.98	FEDERATED HRMS GV O SVC	1.000	4.97%	(539,221.98)	0.00	(539,221.98)	0.00
Purchase	07/30/2024	60934N807	5,400.00	FEDERATED HRMS GV O SVC	1.000	4.97%	(5,400.00)	0.00	(5,400.00)	0.00
Purchase	07/31/2024	60934N807	29,393.75	FEDERATED HRMS GV O SVC	1.000	4.97%	(29,393.75)	0.00	(29,393.75)	0.00
Purchase	07/31/2024	91159HJM3	450,000.00	US BANCORP 5.775 06/12/2029	102.703	5.00%	(462,163.50)	(3,537.19)	(465,700.69)	0.00
Total Purchase			**1,715,961.30**				**(1,705,531.05)**	**(5,126.86)**	**(1,710,657.91)**	**0.00**
TOTAL ACQUISITIONS			**1,715,961.30**				**(1,705,531.05)**	**(5,126.86)**	**(1,710,657.91)**	**0.00**
DISPOSITIONS										
Maturity	07/30/2024	91159HHX1	(450,000.00)	US BANCORP 2.4 07/30/2024	100.000	2.40%	450,000.00	0.00	450,000.00	(25,276.50)

City of National City | Account | As of July 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Maturity			**(450,000.00)**				**450,000.00**	**0.00**	**450,000.00**	**(25,276.50)**
Sale	07/23/2024	60934N807	(2,654.37)	FEDERATED HRMS GV O SVC	1.000	4.96%	2,654.37	0.00	2,654.37	0.00
Sale	07/30/2024	9128284Z0	(675,000.00)	UNITED STATES TREASURY 2.75 08/31/2025	97.859	0.70%	660,550.78	(7,667.12)	668,217.90	(71,560.55)
Sale	07/31/2024	60934N807	(465,700.69)	FEDERATED HRMS GV O SVC	1.000	4.97%	465,700.69	0.00	465,700.69	0.00
Total Sale			**(1,143,355.06)**				**1,128,905.84**	**(7,667.12)**	**1,136,572.96**	**(71,560.55)**
TOTAL DISPOSITIONS			**(1,593,355.06)**				**1,578,905.84**	**(7,667.12)**	**1,586,572.96**	**(96,837.05)**
OTHER										
Cash Transfer	07/23/2024	CCYUSD	(2,654.37)	Cash		0.00%	(2,654.37)	0.00	(2,654.37)	0.00
Total Cash Transfer			**(2,654.37)**				**(2,654.37)**	**0.00**	**(2,654.37)**	**0.00**
Coupon	07/01/2024	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.60%	530.42	0.00	530.42	0.00
Coupon	07/01/2024	3137FGZT5	0.00	FHMS K-079 A2 3.926 06/25/2028		4.60%	981.50	0.00	981.50	0.00
Coupon	07/01/2024	3137FG6X8	0.00	FHMS K-077 A2 3.85 05/25/2028		4.29%	2,310.00	0.00	2,310.00	0.00
Coupon	07/01/2024	3137H4BY5	0.00	FHMS K-746 A2 2.031 09/25/2028		5.22%	541.60	0.00	541.60	0.00
Coupon	07/13/2024	45950KDD9	0.00	INTERNATIONAL FINANCE CORP 4.5 07/13/2028		4.53%	7,425.00	0.00	7,425.00	0.00
Coupon	07/15/2024	47788UAC6	0.00	JDOT 2021 A3 0.36 09/15/2025		0.36%	3.09	0.00	3.09	0.00
Coupon	07/15/2024	47789QAC4	0.00	JDOT 2021-B A3 0.52 03/16/2026		0.52%	17.20	0.00	17.20	0.00
Coupon	07/15/2024	87612EBM7	0.00	TARGET CORP 1.95 01/15/2027		1.99%	2,096.25	0.00	2,096.25	0.00
Coupon	07/15/2024	43815BAC4	0.00	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	189.16	0.00	189.16	0.00

TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of National City | Account | As of July 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	07/15/2024	47787JAC2	0.00	JDOT 2022 A3 0.36 09/15/2026		2.33%	161.03	0.00	161.03	0.00
Coupon	07/15/2024	47800AAC4	0.00	JDOT 2022-B A3 3.74 02/16/2027		3.74%	425.19	0.00	425.19	0.00
Coupon	07/15/2024	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.17%	1,698.50	0.00	1,698.50	0.00
Coupon	07/17/2024	61747YET8	0.00	MORGAN STANLEY 4.679 07/17/2026		4.68%	4,795.98	0.00	4,795.98	0.00
Coupon	07/21/2024	43815GAC3	0.00	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	35.16	0.00	35.16	0.00
Coupon	07/25/2024	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	1,044.63	0.00	1,044.63	0.00
Coupon	07/30/2024	91159HHX1	0.00	US BANCORP 2.4 07/30/2024		2.40%	5,400.00	0.00	5,400.00	0.00
Coupon	07/31/2024	91282CFB2	0.00	UNITED STATES TREASURY 2.75 07/31/2027		3.30%	4,468.75	0.00	4,468.75	0.00
Coupon	07/31/2024	91282CJW2	0.00	UNITED STATES TREASURY 4.0 01/31/2029		4.31%	14,000.00	0.00	14,000.00	0.00
Coupon	07/31/2024	69371RS80	0.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		4.64%	10,925.00	0.00	10,925.00	0.00
Total Coupon			**0.00**				**57,048.46**	**0.00**	**57,048.46**	**0.00**
Principal Paydown	07/15/2024	47788UAC6	2,689.71	JDOT 2021 A3 0.36 09/15/2025		0.36%	2,689.71	--	2,689.71	0.52
Principal Paydown	07/15/2024	47789QAC4	3,340.16	JDOT 2021-B A3 0.52 03/16/2026		0.52%	3,340.16	--	3,340.16	0.29
Principal Paydown	07/15/2024	43815BAC4	10,247.17	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	10,247.17	--	10,247.17	1.54
Principal Paydown	07/15/2024	47787JAC2	6,148.58	JDOT 2022 A3 0.36 09/15/2026		2.33%	6,148.58	--	6,148.58	1.36
Principal Paydown	07/15/2024	47800AAC4	6,335.87	JDOT 2022-B A3 3.74 02/16/2027		3.74%	6,335.87	--	6,335.87	0.60
Principal Paydown	07/21/2024	43815GAC3	5,076.61	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	5,076.61	--	5,076.61	1.07

TRANSACTION LEDGER

City of National City | Account | As of July 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Principal Paydown			**33,838.10**				**33,838.10**	**--**	**33,838.10**	**5.38**
TOTAL OTHER TRANSACTIONS			**31,183.73**				**88,232.19**	**0.00**	**88,232.19**	**5.38**

IMPORTANT DISCLOSURES

CHANDLER ASSET MANAGEMENT

City of National City | Account | As of July 31, 2024

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

AGENDA REPORT

Department: **Finance**
Prepared by: **Kecia Carrasco, Accountant**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Investment Transactions for the Month Ended August 31, 2024.

RECOMMENDATION:
Accept and File the Investment Transaction Ledger for the Month Ended August 31, 2024.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

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

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending August 31, 2024.

FINANCIAL STATEMENT:
In this period, there were acquisitions of $880,281.32 and dispositions of $739,913.43.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

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

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

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – Investment Transaction Ledger 2024-0831

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of National City | Account | As of August 31, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Bank of New York Mellon

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of National City | Account | As of August 31, 2024

Portfolio Characteristics

Average Modified Duration	2.55
Average Coupon	3.05%
Average Purchase YTM	3.19%
Average Market YTM	4.13%
Average Quality	AA
Average Final Maturity	2.89
Average Life	2.62

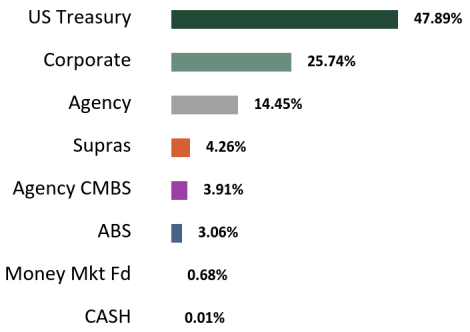
Account Summary

	Beg. Values as of 08/01/2024	End Values as of 08/31/2024
Market Value	37,708,059.18	38,094,668.59
Accrued Interest	291,855.86	281,650.74
Total Market Value	**37,999,915.04**	**38,376,319.33**
Income Earned	128,856.89	94,055.62
Cont/WD	(2,654.37)	(2,680.92)
Par	38,479,798.17	38,573,622.29
Book Value	38,263,853.07	38,368,630.04
Cost Value	38,263,853.07	38,368,630.04

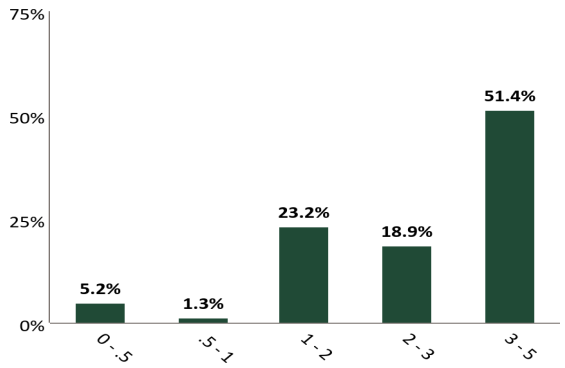
Top Issuers

United States	47.89%
Federal Home Loan Banks	7.11%
FHLMC	6.66%
Farm Credit System	4.59%
Inter-American Development Bank	2.59%
Apple Inc.	1.75%
International Finance Corporation	1.67%
State Street Corporation	1.46%

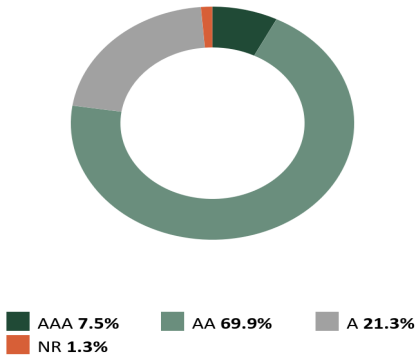
Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/01/12)
City of National City	1.00%	3.17%	3.61%	6.49%	3.87%	0.92%	1.30%	1.42%	1.25%
Benchmark Return*	0.99%	3.19%	3.31%	6.14%	3.41%	0.49%	1.00%	1.17%	1.04%

*Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of National City | Account | As of August 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	3.9	Compliant	
Max % Issuer (MV)	5.0	3.9	Compliant	
Max Maturity (Years)	5.0	4.1	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	3.0	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A- by 2, A-1 by 2)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A by 2, A-1 by 2)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	25.8	Compliant	
Max % Issuer (MV)	5.0	1.7	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	100.0	14.5	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.7	Compliant	
Max % Issuer (MV)	20.0	0.7	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 2)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A by 2, A-1 by 2 if > FDIC Limit)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	4.2	Compliant	
Max % Issuer (MV)	10.0	2.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	47.9	Compliant	

STATEMENT OF COMPLIANCE

City of National City | Account | As of August 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of National City | Account | As of August 31, 2024

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**(450,000.00)**

Principal Paydowns

Month to Date	**(38,931.13)**
Fiscal Year to Date	**(72,769.23)**

Purchases

Month to Date	**879,031.32**
Fiscal Year to Date	**2,584,562.37**

Sales

Month to Date	**(738,520.37)**
Fiscal Year to Date	**(1,867,426.21)**

Interest Received

Month to Date	**104,117.68**
Fiscal Year to Date	**197,018.90**

Purchased / Sold Interest

Month to Date	**143.06**
Fiscal Year to Date	**2,683.32**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	38,263,853.07	38,302,695.14
Maturities/Calls	0.00	(450,000.00)
Principal Paydowns	(38,931.13)	(72,769.23)
Purchases	879,031.32	2,584,562.37
Sales	(738,520.37)	(1,867,426.21)
Change in Cash, Payables, Receivables	2,405.98	(32,391.53)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	791.17	(96,040.50)
Ending Book Value	38,368,630.04	38,368,630.04

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	37,708,059.18	37,169,370.25
Maturities/Calls	0.00	(450,000.00)
Principal Paydowns	(38,931.13)	(72,769.23)
Purchases	879,031.32	2,584,562.37
Sales	(738,520.37)	(1,867,426.21)
Change in Cash, Payables, Receivables	2,405.98	(32,391.53)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	281,832.44	859,363.44
Realized Gain (Loss)	791.17	(96,040.50)
Ending Market Value	38,094,668.59	38,094,668.59

TRANSACTION LEDGER

City of National City | Account | As of August 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/01/2024	60934N807	8,509.50	FEDERATED HRMS GV O SVC	1.000	4.99%	(8,509.50)	0.00	(8,509.50)	0.00
Purchase	08/02/2024	60934N807	1,055.34	FEDERATED HRMS GV O SVC	1.000	4.97%	(1,055.34)	0.00	(1,055.34)	0.00
Purchase	08/06/2024	60934N807	1,091.25	FEDERATED HRMS GV O SVC	1.000	4.95%	(1,091.25)	0.00	(1,091.25)	0.00
Purchase	08/08/2024	60934N807	2,450.00	FEDERATED HRMS GV O SVC	1.000	4.95%	(2,450.00)	0.00	(2,450.00)	0.00
Purchase	08/09/2024	60934N807	6,187.50	FEDERATED HRMS GV O SVC	1.000	4.95%	(6,187.50)	0.00	(6,187.50)	0.00
Purchase	08/12/2024	60934N807	4,687.50	FEDERATED HRMS GV O SVC	1.000	4.95%	(4,687.50)	0.00	(4,687.50)	0.00
Purchase	08/14/2024	60934N807	16,312.50	FEDERATED HRMS GV O SVC	1.000	4.95%	(16,312.50)	0.00	(16,312.50)	0.00
Purchase	08/15/2024	60934N807	58,716.88	FEDERATED HRMS GV O SVC	1.000	4.95%	(58,716.88)	0.00	(58,716.88)	0.00
Purchase	08/15/2024	60934N807	33,673.41	FEDERATED HRMS GV O SVC	1.000	4.95%	(33,673.41)	0.00	(33,673.41)	0.00
Purchase	08/21/2024	43813YAC6	235,000.00	HAROT 2024-3 A3 4.57 03/21/2029	99.984	4.57%	(234,963.08)	0.00	(234,963.08)	0.00
Purchase	08/23/2024	91282CLC3	500,000.00	UNITED STATES TREASURY 4.0 07/31/2029	101.262	3.72%	(506,308.59)	(1,250.00)	(507,558.59)	0.00
Purchase	08/26/2024	60934N807	5,075.77	FEDERATED HRMS GV O SVC	1.000	4.94%	(5,075.77)	0.00	(5,075.77)	0.00
Total Purchase			**872,759.65**				**(879,031.32)**	**(1,250.00)**	**(880,281.32)**	**0.00**
TOTAL ACQUISITIONS			**872,759.65**				**(879,031.32)**	**(1,250.00)**	**(880,281.32)**	**0.00**
DISPOSITIONS										
Sale	08/09/2024	60934N807	(2,680.92)	FEDERATED HRMS GV O SVC	1.000	4.95%	2,680.92	0.00	2,680.92	0.00
Sale	08/21/2024	60934N807	(135,697.51)	FEDERATED HRMS GV O SVC	1.000	4.94%	135,697.51	0.00	135,697.51	0.00

TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of National City | Account | As of August 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	08/21/2024	60934N807	(93,976.41)	FEDERATED HRMS GV O SVC	1.000	4.94%	93,976.41	0.00	93,976.41	0.00
Sale	08/23/2024	06406RAX5	(500,000.00)	BANK OF NEW YORK MELLON CORP 0.85 10/25/2024	99.222	1.18%	496,110.00	(1,393.06)	497,503.06	785.00
Sale	08/23/2024	60934N807	(10,055.53)	FEDERATED HRMS GV O SVC	1.000	4.94%	10,055.53	0.00	10,055.53	0.00
Total Sale			**(742,410.37)**				**738,520.37**	**(1,393.06)**	**739,913.43**	**785.00**
TOTAL DISPOSITIONS			**(742,410.37)**				**738,520.37**	**(1,393.06)**	**739,913.43**	**785.00**
OTHER										
Cash Transfer	08/09/2024	CCYUSD	(2,680.92)	Cash		0.00%	(2,680.92)	0.00	(2,680.92)	0.00
Total Cash Transfer			**(2,680.92)**				**(2,680.92)**	**0.00**	**(2,680.92)**	**0.00**
Coupon	08/01/2024	3137FG6X8	0.00	FHMS K-077 A2 3.85 05/25/2028		4.30%	2,310.00	0.00	2,310.00	0.00
Coupon	08/01/2024	3137FGZT5	0.00	FHMS K-079 A2 3.926 06/25/2028		4.60%	981.50	0.00	981.50	0.00
Coupon	08/01/2024	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.60%	530.42	0.00	530.42	0.00
Coupon	08/01/2024	46625HRY8	0.00	JPMORGAN CHASE & CO 3.782 02/01/2028		5.04%	8,509.50	0.00	8,509.50	0.00
Coupon	08/01/2024	3137H4BY5	0.00	FHMS K-746 A2 2.031 09/25/2028		5.22%	541.60	0.00	541.60	0.00
Coupon	08/06/2024	857477BR3	0.00	STATE STREET CORP 1.746 02/06/2026		1.75%	1,091.25	0.00	1,091.25	0.00
Coupon	08/08/2024	037833EB2	0.00	APPLE INC 0.7 02/08/2026		1.51%	2,450.00	0.00	2,450.00	0.00
Coupon	08/09/2024	532457CK2	0.00	ELI LILLY AND CO 4.5 02/09/2029		4.51%	6,187.50	0.00	6,187.50	0.00
Coupon	08/12/2024	3137EAEP0	0.00	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025		0.55%	4,687.50	0.00	4,687.50	0.00

TRANSACTION LEDGER

City of National City | Account | As of August 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	08/14/2024	3133EPSW6	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026		4.58%	16,312.50	0.00	16,312.50	0.00
Coupon	08/15/2024	47788UAC6	0.00	JDOT 2021 A3 0.36 09/15/2025		0.36%	2.29	0.00	2.29	0.00
Coupon	08/15/2024	47789QAC4	0.00	JDOT 2021-B A3 0.52 03/16/2026		0.52%	15.75	0.00	15.75	0.00
Coupon	08/15/2024	9128282A7	0.00	UNITED STATES TREASURY 1.5 08/15/2026		1.11%	7,500.00	0.00	7,500.00	0.00
Coupon	08/15/2024	912828P46	0.00	UNITED STATES TREASURY 1.625 02/15/2026		1.56%	10,562.50	0.00	10,562.50	0.00
Coupon	08/15/2024	43815BAC4	0.00	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	173.11	0.00	173.11	0.00
Coupon	08/15/2024	47787JAC2	0.00	JDOT 2022 A3 0.36 09/15/2026		2.33%	149.14	0.00	149.14	0.00
Coupon	08/15/2024	912828V98	0.00	UNITED STATES TREASURY 2.25 02/15/2027		2.53%	4,050.00	0.00	4,050.00	0.00
Coupon	08/15/2024	47800AAC4	0.00	JDOT 2022-B A3 3.74 02/16/2027		3.74%	405.44	0.00	405.44	0.00
Coupon	08/15/2024	4581X0EN4	0.00	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029		4.32%	10,613.28	0.00	10,613.28	0.00
Coupon	08/15/2024	438516CJ3	0.00	HONEYWELL INTERNATIONAL INC 4.95 02/15/2028		4.44%	11,137.50	0.00	11,137.50	0.00
Coupon	08/15/2024	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.17%	1,698.50	0.00	1,698.50	0.00
Coupon	08/15/2024	756109CF9	0.00	REALTY INCOME CORP 4.75 02/15/2029		5.21%	12,409.37	0.00	12,409.37	0.00
Coupon	08/21/2024	43815GAC3	0.00	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	31.44	0.00	31.44	0.00
Coupon	08/25/2024	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	712.25	0.00	712.25	0.00
Total Coupon			**0.00**				**103,062.34**	**0.00**	**103,062.34**	**0.00**

TRANSACTION LEDGER

City of National City | Account | As of August 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Dividend	07/31/2024	60934N807	0.00	FEDERATED HRMS GV O SVC			1,055.34	0.00	1,055.34	0.00
Total Dividend			**0.00**				**1,055.34**	**0.00**	**1,055.34**	**0.00**
Principal Paydown	08/15/2024	47788UAC6	3,615.67	JDOT 2021 A3 0.36 09/15/2025		0.36%	3,615.67	--	3,615.67	0.69
Principal Paydown	08/15/2024	47789QAC4	4,318.49	JDOT 2021-B A3 0.52 03/16/2026		0.52%	4,318.49	--	4,318.49	0.38
Principal Paydown	08/15/2024	43815BAC4	10,695.33	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	10,695.33	--	10,695.33	1.61
Principal Paydown	08/15/2024	47787JAC2	7,482.72	JDOT 2022 A3 0.36 09/15/2026		2.33%	7,482.72	--	7,482.72	1.66
Principal Paydown	08/15/2024	47800AAC4	7,561.20	JDOT 2022-B A3 3.74 02/16/2027		3.74%	7,561.20	--	7,561.20	0.72
Principal Paydown	08/21/2024	43815GAC3	5,257.72	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	5,257.72	--	5,257.72	1.11
Total Principal Paydown			**38,931.13**				**38,931.13**	**--**	**38,931.13**	**6.17**
TOTAL OTHER TRANSACTIONS			**36,250.21**				**140,367.89**	**0.00**	**140,367.89**	**6.17**

IMPORTANT DISCLOSURES

City of National City | Account | As of August 31, 2024

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #11 for the period of 9/06/24 through 9/12/24 in the amount of $2,289,177.07

RECOMMENDATION:
Ratify Warrants Totaling $2,289,177.07

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for period 9/06/24 – 9/12/24. Consistent with Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
City of Vista	371296	56,753.11	RSWA Enhancement Fund Distribution
Public Emp Retirement	242550186	340,500.35	Service Period 8/2/24 – 9/02/24
Adminsure Inc	2292	92,521.47	Workers' Comp Acct Replenishment Aug

FINANCIAL STATEMENT:
Warrant total $2,289,177.07

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

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

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

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – Warrant Register No. 11

WARRANT REGISTER # 11
9/12/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
			Total for Department	**0.00**
Building/Planning				
STAPLES BUSINESS ADV	MOP#45704 PLN OFFICE SUPPLIES	371335	9/12/24	53.83
STAPLES BUSINESS ADV	MOP#45704 PLN OFFICE SUPPLIES	371336	9/12/24	143.38
STAPLES BUSINESS ADV	MOP#45704 BLDG OFFICE SUPPLIES	371337	9/12/24	162.69
STAPLES BUSINESS ADV	MOP 45704 PLANNING SUPPLIES	371338	9/12/24	44.96
STAPLES BUSINESS ADV	MOP 45704 PLANNING OFFICE SUPPLIES	371339	9/12/24	67.04
DAVID HUFFMAN	T&A 99753 BD23-00523	371347	9/12/24	1,521.74
			Total for Department	**1,993.64**
CAO				
FOZI DWORK & MODAFFE	LEGAL SERVICES / CAO/ CONTRACT NUMBER 202500	371265	9/10/24	7,879.85
			Total for Department	**7,879.85**
City Clerk				
DEAF COMMUNITY SERVI	INTERPRETATION SERVICES FOR TRAFFIC SAFETY M	371261	9/10/24	200.00
NGUOI VIET TU DO COR	PUBLIC NOTICE FOR ELECTION - NGUOI VIET NEWSP	371274	9/10/24	125.00
STAPLES BUSINESS ADV	OFFICE SUPPLIES	371334	9/12/24	30.35
STAPLES BUSINESS ADV	OFFICE SUPPLIES	371334	9/12/24	39.25
STAPLES BUSINESS ADV	OFFICE SUPPLIES	371334	9/12/24	7.86
STAPLES BUSINESS ADV	OFFICE SUPPLIES	371334	9/12/24	100.10
STAPLES BUSINESS ADV	SUPPLIES - PASSPORT AGENCY GRAND OPENING	371334	9/12/24	183.68
STAPLES BUSINESS ADV	OFFICE SUPPLIES	371334	9/12/24	115.24
STAPLES BUSINESS ADV	OFFICE SUPPLIES	371334	9/12/24	47.11
STAPLES BUSINESS ADV	OFFICE SUPPLIES	371334	9/12/24	59.36
			Total for Department	**907.95**
CMO				
DEVANEY PATE MORRIS	PAY BALANCE FROM THE AMOUNT OF $925.00	371262	9/10/24	100.00
DEVANEY PATE MORRIS	PROFESSIONAL SERV W/PORT OF SD	371262	9/10/24	4,014.36
			Total for Department	**4,114.36**
Community Services/Nutrition/Library				
ALLSTATE SECURITY	SECURITY GUARD SERVICES FOR LIBRARY	371255	9/10/24	5,659.12
AMAZON CAPITAL SERVI	SR WALK WITH EASE PROGRAM SUPPLIES/CSD	371256	9/10/24	79.50
AMAZON CAPITAL SERVI	PORT VBALL NET SYSTEM/CSD	371256	9/10/24	592.12
GOLDEN ERGONOMICS	COMPR ERGON EVAL FOR EMPLOYEE ELYANA/CSD	371266	9/10/24	400.00
GOLDEN ERGONOMICS	COMPREHENSIVE ERGONOMIC EVALUATION FOR MI	371266	9/10/24	400.00
SIRSIDYNIX	HORIZON SAAS SIP2 INTERFACE	371277	9/10/24	580.30

WARRANT REGISTER # 11
9/12/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371278	9/10/24	312.48
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371278	9/10/24	3,913.38
THE LLOYD PEST CONTR	PEST CONTROL FOR MONTH OF AUGUST	371279	9/10/24	162.00
4 IMPRINT INC	ITEM 156835- JACKETS	371284	9/12/24	2,418.29
EXOS WORKS, INC	EXOS JUN 24 MGMT FEES/CSD	371306	9/12/24	5,200.00
EXOS WORKS, INC	EXOS JUN24 BILLBACK INVOICE/CSD	371306	9/12/24	679.35
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	371329	9/12/24	106.55
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUTR. CTR	371334	9/12/24	218.23
STAPLES BUSINESS ADV	MOP 45704 EL TOYON SUPPLIES/CSD	371334	9/12/24	74.85
STAPLES BUSINESS ADV	MOP 45704 CAMACHO SUPPLIES/CSD	371334	9/12/24	101.19
STAPLES BUSINESS ADV	MOP 45704 SR PRG SUPPLIES/CSD	371334	9/12/24	45.12
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES SR PRG AND MLK/CSD	371334	9/12/24	47.84
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES SR PRG AND MLK/CSD	371334	9/12/24	12.47
			Total for Department	**21,002.79**

Engineering / PW's

AIRGAS USA LLC	MOP 45714 PARK SUPPLIES FY25-PW/PARKS	371254	9/10/24	176.37
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	79.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	115.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	114.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	46.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	132.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	72.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	53.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371279	9/10/24	92.00
ALL THE KINGS FLAGS	FLAGS FY25-PW/FAC	371285	9/12/24	2,376.19
ASBURY ENVIRONMENTAL	USED OIL PICK UP FY25-PW/EQM	371286	9/12/24	100.00
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	371287	9/12/24	51.70
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371307	9/12/24	418.15
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371307	9/12/24	74.23
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371307	9/12/24	78.17
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371307	9/12/24	59.82
GRAINGER	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371307	9/12/24	59.82
GRAINGER	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371307	9/12/24	52.90
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/WW	371307	9/12/24	4.01
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY25-PW/EQM	371309	9/12/24	587.25
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371311	9/12/24	608.46
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371311	9/12/24	-80.00

WARRANT REGISTER # 11
9/12/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371311	9/12/24	1,176.94
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371312	9/12/24	178.79
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371312	9/12/24	758.80
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371312	9/12/24	284.71
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371312	9/12/24	239.97
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371312	9/12/24	147.68
HOME DEPOT CREDIT SE	MISC PARK MAINTENANCE SUPPLIES FOR FY25-PW/F	371312	9/12/24	298.46
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371314	9/12/24	90.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371314	9/12/24	200.00
MAINTEX INC	JANITORIAL SUPPLIES FY25-PW/FAC	371317	9/12/24	1,192.47
NATIONAL CITY MOTORC	SERVICE AND REPAIR FOR EMERGENCY FY25-PW/EC	371318	9/12/24	130.00
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY25-PW/FAC	371320	9/12/24	657.83
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371321	9/12/24	20.29
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371322	9/12/24	13.77
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371323	9/12/24	128.99
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371323	9/12/24	18.38
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371323	9/12/24	341.59
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371323	9/12/24	377.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371323	9/12/24	420.51
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371323	9/12/24	135.10
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371323	9/12/24	109.53
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371323	9/12/24	179.39
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371323	9/12/24	488.29
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	371323	9/12/24	297.32
PRO BUILD COMPANY	CEMENT SUPPLIES FY25-PW/STS	371323	9/12/24	1,814.72
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	371323	9/12/24	74.40
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	371325	9/12/24	59.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371325	9/12/24	14.42
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371325	9/12/24	107.16
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	371325	9/12/24	87.40
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	371325	9/12/24	126.93
RED WING BUSINESS	SAFETY BOOTS FOR FLEET FY25-PW/EQM	371326	9/12/24	400.00
RED WING BUSINESS	SAFETY BOOTS FOR FLEET FY25-PW/EQM	371326	9/12/24	200.00
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES FY25-PW/FAC	371327	9/12/24	132.64
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS AUG FY25-PW/STS	371327	9/12/24	53.07
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS AUG FY25-PW/STS	371327	9/12/24	55.48
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES FY25-PW/FAC	371328	9/12/24	6,301.71
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS AUG FY25-PW/STS	371328	9/12/24	40,077.02
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR WASTEWATER AUG FY25-PV	371328	9/12/24	807.33
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371331	9/12/24	412.85
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371331	9/12/24	200.62
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	371334	9/12/24	326.27
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	371334	9/12/24	95.23
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	371334	9/12/24	59.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUN-AUG FY25-PW/PAR	371340	9/12/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUN-AUG FY25-PW/PAR	371340	9/12/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUN-AUG FY25-PW/PAR	371340	9/12/24	1,723.70
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUN-AUG FY25-PW/PAR	371340	9/12/24	1,845.02

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
TOPECO PRODUCTS	MOP 63849 SEWER SUPPLIES FY25-PW/WW	371341	9/12/24	20.36
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	371343	9/12/24	139.09
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	371343	9/12/24	463.25
VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STS	371345	9/12/24	517.20
VULCAN MATERIALS COM	FINANCE CHARGES FY25-PW/STS	371345	9/12/24	67.88
VULCAN MATERIALS COM	FINANCE CHARGES FY25-PW/STS	371345	9/12/24	133.05
VULCAN MATERIALS COM	FINANCE CHARGES FY25-PW/STS	371345	9/12/24	107.45
VULCAN MATERIALS COM	FINANCE CHARGES FY25-PW/STS	371345	9/12/24	89.97
VULCAN MATERIALS COM	FINANCE CHARGES FY25-PW/STS	371345	9/12/24	110.07
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	371346	9/12/24	121.77
			Total for Department	**70,553.56**
Finance				
CITY OF SOLANA BEACH	RSWA ENV ENHANCEMENT FUND DISTRIBUTION FY2	371258	9/10/24	5,995.53
CITY OF SOLANA BEACH	RSWA - SB1383 COMPLIANCE ASSISTANCE FY24/25	371259	9/10/24	2,092.05
WILDAN FINANCIAL SRV	COST ALLOCATION PLAN AND USER FEE STUDY	371280	9/10/24	3,500.00
WOODRUFF & SMART	RSWA REIMBURSEMENTS TO WSS THROUGH 04/30/2	371281	9/10/24	61.41
WOODRUFF & SMART	RSWA REIMBURSEMENTS TO WSS THROUGH 04/30/2	371281	9/10/24	800.00
WOODRUFF & SMART	RSWA REIMBURSEMENTS TO WSS THROUGH 04/30/2	371281	9/10/24	2,872.00
WOODRUFF & SMART	RSWA - LEGAL SERVICES - SEPTEMBER 2024	371282	9/10/24	2,500.00
WOODRUFF & SMART	RSWA - GENERAL MANAGER MONTHLY SEPT 2024	371283	9/10/24	4,750.00
CITY OF DEL MAR	RSWA ENV ENHANCEMENT FUND DISTRIBUTION FY2	371288	9/12/24	3,212.42
CITY OF DEL MAR	RSWA - SB1383 COMPLIANCE ASSISTANCE FY24/25	371289	9/12/24	2,719.67
CITY OF ENCINITAS	RSWA ENV ENHANCEMENT FUND DISTRIBUTION FY2	371290	9/12/24	30,929.09
CITY OF ENCINITAS	RSWA - SB1383 COMPLIANCE ASSISTANCE FY24/25	371291	9/12/24	10,878.66
CITY OF NATIONAL CIT	RSWA ENV ENHANCEMENT FUND DISTRIBUTION FY2	371292	9/12/24	23,994.28
CITY OF NATIONAL CIT	RSWA - SB1383 COMPLIANCE ASSISTANCE FY24/25	371293	9/12/24	8,786.61
CITY OF POWAY	RSWA ENV ENHANCEMENT FUND DISTRIBUTION FY2	371294	9/12/24	29,115.57
CITY OF POWAY	RSWA - SB1383 COMPLIANCE ASSISTANCE FY24/25	371295	9/12/24	7,949.79
CITY OF VISTA	RSWA ENV ENHANCEMENT FUND DISTRIBUTION FY2	371296	9/12/24	56,753.11
CITY OF VISTA	RSWA - SB1383 COMPLIANCE ASSISTANCE FY24/25	371297	9/12/24	17,573.22
SILVA, JEANETTE	CALPERS PAYROLL CLASS TRAVEL EXPENSE / PRC #	371330	9/12/24	14.74
			Total for Department	**214,498.15**
Fire				
AT & T INC	MONTHLY PHONE SVCS TO RECV DISPATCH EMERGI	371257	9/10/24	562.97
IDENTIFIRE SAFETY	MSA G1 SCBA FACE MASK NAMEPLATE-BLACK	371271	9/10/24	719.60
HAMLYN WILLIAMS INC	TEMP EMPLOYMT, NARDYEZCA ACOSTA-WE 25-AUG	371310	9/12/24	200.00
L N CURTIS & SONS	OUTFITTING OF NEW FIRE ENGINE, SMITH TRUCK EQ	371315	9/12/24	2,178.15
L N CURTIS & SONS	OUTFITTING OF NEW FIRE ENGINE, SMITH TRUCK EQ	371315	9/12/24	69.65
L N CURTIS & SONS	OUTFITTING OF NEW FIRE ENGINE, SMITH TRUCK EQ	371315	9/12/24	717.62
L N CURTIS & SONS	OUTFITTING OF NEW FIRE ENGINE, SMITH TRUCK EQ	371315	9/12/24	398.03
			Total for Department	**4,846.02**

Housing / Sec 8

WARRANT REGISTER # 11
9/12/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA, W-E 8/14/24 SECT 8 DE	371269	9/10/24	1,196.69
HANG MOON THUY NGUYE	PORTABILITY TRAINING FOR CARINA ROMAN, SEC 8 I	371270	9/10/24	179.00
HANG MOON THUY NGUYE	PORTABILITY TRAINING FOR SUE PFEIFER, SEC 8 DE	371270	9/10/24	179.00
PSWRC NAHRO	2024 PSWRC NAHRO ANNUAL MEMBERSHIP PRC#14C	371275	9/10/24	265.68
			Total for Department	**1,820.37**
Human Resources				
ESTUDILLO, KEVIN	REIMBURSEMENT FOR CITY REQUIRED LICENSE	371263	9/10/24	98.00
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCE	371334	9/12/24	38.80
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	371334	9/12/24	113.18
			Total for Department	**249.98**
MIS				
GRANICUS LLC	GOVACCESS WEBSITE ANNUAL RENWAL	371268	9/10/24	20,684.38
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371298	9/12/24	112.19
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371298	9/12/24	235.82
GRANICUS	SWAGIT WEBCASTING FY25	371308	9/12/24	2,055.29
HRTM CONSULTING	TELESTAFF TARINING FOR PD	371313	9/12/24	540.00
NEXTREQUEST	NEXTREQUEST ANNUAL RENEWAL LICENSE	371319	9/12/24	13,393.00
SPOK INC	SPOK PAGING FY25	371332	9/12/24	738.58
SPOK INC	SPOK PAGING FY25	371333	9/12/24	775.88
TYLER TECHNOLOGIES I	TYLER MUNIS ERP	371342	9/12/24	740.00
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY25	371344	9/12/24	239.64
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY25	371344	9/12/24	3,757.67
			Total for Department	**43,272.45**
NSD				
MOATS, LENA	REIMBURSEMENT / NSD	371272	9/10/24	174.00
			Total for Department	**174.00**
Police				
FARHA, RASHEED	REIM: INTERVIEW AND INTERROGATION - RFARHA	371264	9/10/24	130.45
GOVERNMENT TRAINING	TUITION: KFITCHHORN TRAFFIC COLLISION RECONS'	371267	9/10/24	950.00
NCPOA	HALF COSTS FOR SPORTS TRAINING ACADEMICS	371273	9/10/24	250.00
SAVAGE TRAINING GROU	TUITION: MCARDOZA & RQUIROGA PRACTIAL DE-ESC	371276	9/10/24	948.00
SAVAGE TRAINING GROU	CRITICAL INCIDENT RESPONSE TRAINING	371276	9/10/24	1,851.00
PROFORCE LAW ENFORCE	MULTI POINT SLING QD STRCH / PD	371324	9/12/24	586.71
PROFORCE LAW ENFORCE	C-AR TRANSFER / PD	371324	9/12/24	-115.00
			Total for Department	**4,601.16**
Risk				
COLLISION AND INJURY	VARGAS, NORA VS. CITY OF NATIONAL CITY, ET AL.	371260	9/10/24	3,604.55
DEAN GAZZO ROISTACHE	THOMAS, FRANK VS. CITY OF NATIONAL CITY, ET AL.	371299	9/12/24	1,367.57

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
DEAN GAZZO ROISTACHE	DARWISH, MARIEM VS. CITY OF NATIONAL CITY, ET A	371300	9/12/24	1,018.19
DEAN GAZZO ROISTACHE	GOGUE, III, TOMAS VS. CITY OF NATIONAL CITY, ET A	371301	9/12/24	1,786.75
DEAN GAZZO ROISTACHE	REYNOSO, JUDY VS. CITY OF NATIONAL CITY, ET AL.	371302	9/12/24	537.40
DEAN GAZZO ROISTACHE	REYNOSO, JUDY VS. CITY OF NATIONAL CITY, ET AL.	371303	9/12/24	225.00
DEAN GAZZO ROISTACHE	UMANA, ROBERTO, ET AL., VS CITY OF NC, ET AL.	371304	9/12/24	1,797.50
DEAN GAZZO ROISTACHE	VARGAS, NORA VS. CITY OF NATIONAL CITY, ET AL.	371305	9/12/24	1,977.78
LADCO	RIVERA, JR., MICHAEL A. VS. CITY OF NATIONAL CITY	371316	9/12/24	140.00
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/RISK MANAGEMENT	371334	9/12/24	165.03
			Total for Department	**12,619.77**
			A/P Total	**388,534.05**

PAYROLL

Pay period	Start Date	End Date	Check Date	
19	8/20/2024	9/2/2024	9/11/2024	**1,433,882.13**

WIRED PAYMENTS

Finance				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 08/20/2024-09/02/2024	242550186	9/12/24	340,500.35
Housing / Sec 8				
MRI SOFTWARE LLC	ANNUAL HAPPY SUBSCRIPTION RENEWAL FOR SECT	4266	9/12/24	33,739.07
Human Resources				
ADMINSURE INC	WORKERS' COMP ACCT REPLENISHMENT/AUGUST	2292	9/12/24	92,521.47

GRAND TOTAL **2,289,177.07**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #12 for the period of 9/13/24 through 9/19/24 in the amount of $377,403.34

RECOMMENDATION:
Ratify Warrants Totaling $377,403.34

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for period 9/13/24 – 9/19/24. Consistent with Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Health Net Inc	371374	64,581.39	Grp #R1192A – Oct 2024 Health Net Ins

FINANCIAL STATEMENT:
Warrant total $377,403.34

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. 12

WARRANT REGISTER # 12
9/19/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
ENTERPRISE RENT A CA	CM MARCUS BUSH MEETING WITH DANIEL GONZALE	371363	9/19/24	94.47
SMART & FINAL	VM YAMANES SNACKS FOR DISTRICT 3 OPEN HOUSE	371402	9/19/24	27.17
SMART & FINAL	MOP# 45756 - YAMANE SNACKS FOR OPEN HOUSE M	371402	9/19/24	44.16
SMART & FINAL	CM RODRIGUEZ SNACKS FOR MOBILE HOME WORKS	371402	9/19/24	94.03
SMART & FINAL	CM RODRIGUEZ SNACKS FOR MOBILE HOME WORKS	371402	9/19/24	83.16
			Total for Department	**342.99**
Building/Planning				
4LINK NETWORK CONSUL	COLLECT AND TRACK HOME INSPECTION REQUEST	371349	9/19/24	200.00
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	371364	9/19/24	24,650.00
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	371364	9/19/24	16,889.57
THE STAR NEWS	PLANNING COMMISSION PUBLIC NOTICE FOR SEP 16	371411	9/19/24	243.44
			Total for Department	**41,983.01**
CAO				
CEB	PRACTITIONER LIBRARIES / CAO	371356	9/19/24	500.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	371362	9/19/24	375.00
			Total for Department	**875.00**
City Clerk				
THE STAR NEWS	PUBLIC NOTICE - ORDINANCE	371411	9/19/24	64.06
THE STAR NEWS	PUBLIC NOTICE - ZONING	371411	9/19/24	130.69
THE STAR NEWS	PUBLIC NOTICE - CONSOLIDATED PLAN	371411	9/19/24	322.88
THE STAR NEWS	PUBLIC NOTICE - BCC VACANCY	371411	9/19/24	120.44
THE STAR NEWS	PUBLIC NOTICE - ORDINANCE	371411	9/19/24	79.44
THE STAR NEWS	PUBLIC NOTICES - STREET VACATION	371411	9/19/24	189.62
			Total for Department	**907.13**
CMO				
SMART & FINAL	MOP#45756 - SNACKS FOR CITY COUNCIL MEETINGS	371402	9/19/24	52.28
SMART & FINAL	MOP#45756- ICE FOR COUNCIL MEETING WATER	371402	9/19/24	3.35
SPARKLETTS	WATER FOR FINANCE DEPARTMENT	371405	9/19/24	110.86
			Total for Department	**166.49**
Community Services/Nutrition/Library				
AMAZON CAPITAL SERVI	SUPPLIES FOR FY24- PONY BEADS	371352	9/19/24	64.65
AMAZON CAPITAL SERVI	SENIOR PROGRAMMING SUPPLIES/CSD	371352	9/19/24	18.36
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	371359	9/19/24	64.17
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	371359	9/19/24	64.17
MANGO LANGUAGES	MANGO LANGUAGE SUBSCRIPTION RENEWAL, ESL G	371386	9/19/24	4,651.34
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371397	9/19/24	153.43

WARRANT REGISTER # 12
9/19/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371397	9/19/24	303.48
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371397	9/19/24	153.43
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371397	9/19/24	303.48
SMART & FINAL	MOP 45756 SR PRG SUPPLIES / CSD	371402	9/19/24	74.44
SMART & FINAL	MOP 45756 CASA YOUTH SUPPLIES/CSD	371402	9/19/24	246.59
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371408	9/19/24	236.31
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371408	9/19/24	134.56
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371408	9/19/24	4,232.89
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371408	9/19/24	4,975.25
			Total for Department	**15,676.55**
Engineering / PW's				
AAIR PURIFICATION SY	PARTS FOR EXHAUST SYSTEM FY25-PW/EQM	371350	9/19/24	7,577.44
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	371355	9/19/24	28.45
CITY OF SAN DIEGO	MUNICIPAL SEWER TRANSPORTATION- 4/1/24-6/30/24	371358	9/19/24	1,259.40
FEDEX	FEDEX OVERNIGHT SHIPPING FY25-PW/ENG	371365	9/19/24	116.77
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371370	9/19/24	449.41
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371370	9/19/24	119.71
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371370	9/19/24	167.17
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371370	9/19/24	80.74
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371370	9/19/24	158.69
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371370	9/19/24	51.98
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371370	9/19/24	373.28
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371380	9/19/24	207.99
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371380	9/19/24	536.15
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371380	9/19/24	188.76
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371382	9/19/24	403.12
MUNICIPAL MAINTENANC	PARTS FOR STREET SWEEPER #048 FY25-PW/EQM	371388	9/19/24	262.43
NATIONAL CITY MOTORC	SERVICE AND REPAIR FOR EMERGENCY FY25-PW/EC	371389	9/19/24	560.90
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES CREDIT FY25-PW/EQM	371390	9/19/24	-63.63
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371390	9/19/24	14.49
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371390	9/19/24	59.37
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371390	9/19/24	66.02
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371391	9/19/24	45.20
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371392	9/19/24	27.10
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	371393	9/19/24	242.79
POWERSTRIDE BATTERY	MOP 67839 AUTO SUPPLIES FY25-PW/EQM	371393	9/19/24	100.05
PRECISION TEMPERATUR	KITCHEN & REFRIGERATION REPAIR FY25-PW/FAC	371394	9/19/24	1,111.62
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371395	9/19/24	139.40
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371395	9/19/24	72.42
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371395	9/19/24	57.46
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371395	9/19/24	450.21
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371395	9/19/24	92.50
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371395	9/19/24	15.62
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371395	9/19/24	64.45
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	371395	9/19/24	46.93
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	371395	9/19/24	48.87

WARRANT REGISTER # 12
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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	371395	9/19/24	227.39
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371397	9/19/24	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371397	9/19/24	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371397	9/19/24	17.80
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371397	9/19/24	17.80
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371397	9/19/24	14.42
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	371397	9/19/24	549.23
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371397	9/19/24	107.16
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	371397	9/19/24	243.55
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	371397	9/19/24	87.40
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES SEPT FY25-PW/F	371398	9/19/24	518.82
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES SEPT FY25-PW/F	371398	9/19/24	4,731.57
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW/ST	371398	9/19/24	110.07
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW/ST	371398	9/19/24	44.40
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS AUG FY25-PW/STS	371398	9/19/24	97.74
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS AUG FY25-PW/STS	371398	9/19/24	120.66
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW/ST	371398	9/19/24	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS AUG FY25-PW/STS	371398	9/19/24	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW/ST	371398	9/19/24	94.11
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW/ST	371398	9/19/24	649.08
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW/ST	371398	9/19/24	10,480.64
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES FY25-PW/EQM	371399	9/19/24	178.13
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	371403	9/19/24	36.99
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371404	9/19/24	5,400.00
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371404	9/19/24	3,225.00
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371404	9/19/24	752.50
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371404	9/19/24	3,960.00
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371404	9/19/24	4,905.90
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371404	9/19/24	6,679.60
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER JUL-AUG FY25-PW/W	371407	9/19/24	107.69
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER JUL-AUG FY25-PW/W	371407	9/19/24	107.69
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-AUG FY25-PW/PAR	371407	9/19/24	107.69
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371409	9/19/24	52.00
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371413	9/19/24	88.01
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371413	9/19/24	84.56
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371413	9/19/24	499.49
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371413	9/19/24	72.19
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371413	9/19/24	49.31
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FYFY25-PW/FAC	371413	9/19/24	133.61
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371413	9/19/24	488.85
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371413	9/19/24	98.20
VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STS	371415	9/19/24	725.55
VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STS	371415	9/19/24	1,513.39
WATERLINE TECHNOLOGI	CITY WIDE POOL SERVICES FY25-PW/FAC	371416	9/19/24	526.62
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	371417	9/19/24	1,367.60
WESTFLEX INDUSTRIAL	PIRAHNA SEWER CLEANING HOSE FY25-PW/STS	371418	9/19/24	3,448.43
WILLY'S ELECTRONIC S	MOP 45763 ELECTRONIC SUPPLIES FY25-PW/PARKS	371419	9/19/24	41.71

WARRANT REGISTER # 12
9/19/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	**68,008.93**
Finance				
HEALTH NET INC	GRP #GX011A - OCTOBER 2024 HEALTH NET INS	371372	9/19/24	34,845.71
HEALTH NET INC	GRP #R1192R - OCTOBER 2024 - D. JONES	371373	9/19/24	920.47
HEALTH NET INC	GRP #R1192A - OCTOBER 2024 HEALTH NET INS	371374	9/19/24	64,581.39
HEALTH NET INC	GRP #ZI454A - OCTOBER 2024 HEALTH NET INS	371375	9/19/24	325.52
HEALTH NET INC	GRP #LB439A - OCOTOBER 2024 HEALTH NET INS	371376	9/19/24	23,241.08
HEALTH NET INC	GRP. #LB439F - OCTOBER 2024 HEALTH NET INS	371377	9/19/24	777.39
HEALTH NET INC	GRP. #N8240A - OCTOBER 2024 HEALTH NET INS	371378	9/19/24	2,019.15
HEALTH NET INC	GRP. #ZI454F - OCTOBER 2024 HEALTH NET INS	371379	9/19/24	3.02
SASI	MONTHLY TRUST ACCOUNTING SEPT/DEBIT CARD CI	371401	9/19/24	161.50
			Total for Department	**126,875.23**
Fire				
ESGIL LLC	PLAN CHECKS FOR FIRE, FY24-25	371364	9/19/24	2,751.30
FEDEX	EQUIPMENT SENT TO LIFECOM FOR SERVICE /FIRE	371365	9/19/24	70.54
MONTANO, HECTOR	RE-IMBRSMNT, HECTOR MONTANO SPANISH CERT C	371387	9/19/24	1,200.00
PRUDENTIAL OVERALL S	MOP#45742, 18X18 PURPLE SHOP TOWEL	371397	9/19/24	25.00
PRUDENTIAL OVERALL S	MOP#45742, 18X18 PURPLE SHOP TOWEL	371397	9/19/24	25.00
			Total for Department	**4,071.84**
Housing / Sec 8				
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA W-E 8/25/24 FOR SEC 8	371371	9/19/24	1,577.24
LASER SAVER INC	TONER CARTRIDGE HPM751 FOR SECTION 8 DEPART	371384	9/19/24	402.27
THE NELROD COMPANY	LEASE-UP PROCESS TRAN. JENNIFER YEH FOR SEC(	371410	9/19/24	169.00
			Total for Department	**2,148.51**
Human Resources				
4 IMPRINT INC	PROMO ACTIVITIES - RECRUITMENT ITEMS FOR HR	371348	9/19/24	837.83
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION/AU	371367	9/19/24	5.25
			Total for Department	**843.08**
MIS				
VIRTUAL PROJECT MANA	VIRTUAL PROJECT MANAGER SOFTWARE	371414	9/19/24	15,000.00
			Total for Department	**15,000.00**
NSD				
ACE UNIFORMS & ACCES	ACE UNIFORMS HOME TEAM QIANA	371351	9/19/24	290.93
ACE UNIFORMS & ACCES	ACE UNIFORMS HOME TEAM HUESO	371351	9/19/24	187.49
ACE UNIFORMS & ACCES	BELT FOR LENA/ACE UNIFORMS	371351	9/19/24	53.88
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES LENA/ACE UNIFORMS	371351	9/19/24	105.60
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	371397	9/19/24	52.91

WARRANT REGISTER # 12
9/19/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	**690.81**
Police				
ATAP	TRAINING TUITION ATAP CONFERENCE 2024	371353	9/19/24	725.00
BEHAVIORAL ANALYSIS	TRAINING TUITION INTERVIEW AND INTRR PRC T3249	371354	9/19/24	575.00
CELLEBRITE INC	UPGRADE TO INSEYETS ONLINE PRO / PD	371357	9/19/24	10,548.75
DAY WIRELESS SYSTEMS	MISC RADIO REPAIRS FOR FY25 / PD	371360	9/19/24	510.00
DEPARTMENT OF JUSTIC	FINGERPRINTS / PD	371361	9/19/24	64.00
FUSTON, STEPHANIE	TRAINING POST PLN 4 ADV MEAL SUBSIS BCKGRND I	371366	9/19/24	336.00
GONZALES, ROBERTO R	EDUCATIONAL REIMBURSEMENT / PD	371368	9/19/24	1,665.00
GOVERNMENT TRAINING	TUITION: INTERMEDIATE TRAFFIC COLLISION WPHILL	371369	9/19/24	549.00
JERSEY MIKE'S SUBS	USE OF FORCE WORKSHOP / PD	371381	9/19/24	539.70
L C ACTION POLICE SU	SUPER SOCK BEAN BAG IMPACT ROUND	371383	9/19/24	7,610.00
MAN K9 INC	MAINTENANCE K-9 TRAINING / JULY 2024 / PD	371385	9/19/24	1,540.00
MAN K9 INC	MAINTENANCE K-9 TRAINING / AUG2024 / PD	371385	9/19/24	1,540.00
MAN K9 INC	MAINTENANCE K-9 TRAINING / SEPT 2024 / PD	371385	9/19/24	1,540.00
PROFORCE LAW ENFORCE	SFL 6360 ALS DTY HLST	371396	9/19/24	14,580.12
SAN DIEGO POLICE EQU	BALLISTIC VESTS FY24	371400	9/19/24	1,768.67
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371406	9/19/24	123.11
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371406	9/19/24	3.02
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371406	9/19/24	200.61
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371406	9/19/24	76.83
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371406	9/19/24	64.99
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371406	9/19/24	389.37
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371406	9/19/24	115.11
TSI INCORPORATED	GAS MASK CALIBRATION / PD	371412	9/19/24	1,210.19
			Total for Department	**46,274.47**
Risk				
			Total for Department	**0.00**
			A/P Total	**323,864.04**
WIRED PAYMENTS				
Finance				
CITY NATIONAL BANK	ENERGY RETROFIT PROJECT LEASE PMT #58	4474	9/19/24	41,539.77
CITY NATIONAL BANK	ENERGY RETROFIT PROJECT LEASE PMT #58	4474	9/19/24	1,561.33
Human Resources				
PAYCHEX BENEFIT TECH	BENETRAC ESR SERVICES BASE FEE-SEPTEMBER	242560074	9/13/24	803.00

SECTION 8 HAPS	Start Date	End Date	
	9/16/2024	9/16/2024	**9,635.20**

WARRANT REGISTER # 12
9/19/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
	GRAND TOTAL			377,403.34

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #13 for the period of 9/20/24 through 9/26/24 in the amount of $4,514,198.70

RECOMMENDATION:
Ratify Warrants Totaling $4,514,198.70

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for period 9/20/24 – 9/26/24. Consistent with Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
LC Paving & Sealing	371444	158,800.82	CIP 19-20 Sweetwater Road Bikeway
Wright Construction	371460	66,210.15	CIP 19-1 Paradise Creek Water Quality
Dick Miller Inc	371491	227,100.25	CIP 22-09 Eastside I-805 Community
HSCC Inc	371497	51,817.96	CIP 23-06 Kimball Park Dog Park, TOT
NERI Landscape	371505	125,824.00	Las Palmas Park Improvements
County of San Diego	371434	63,179.00	FY 24-25 Membership Fee
Public Emp Retirement	202690179	354,651.35	Service Period 09/03/24 – 06/16/2024
Union Tower One LP	3644	1,299,036.80	Union Tower Construction Draw Req#3

FINANCIAL STATEMENT:
Warrant total $4,514,198.70

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Warrant Register No. 13

WARRANT REGISTER # 13
9/26/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
STAPLES BUSINESS ADV	MOP# 45704 - CM BUSH SIGNATURE STAMP	371527	9/26/24	126.13
			Total for Department	**126.13**
Building/Planning				
			Total for Department	**0.00**
CAO				
SERVIAM BY WRIGHT LL	LEGAL SERVICES FOR CODE MATTER	371451	9/23/24	146.40
SERVIAM BY WRIGHT LL	LEGAL SERVICES FOR CODE MATTER	371451	9/23/24	2,835.60
SHER EDLING LLP	LEGAL SERVICES FOR SWEETWATER MARSH MATTE	371453	9/23/24	2,573.00
SHER EDLING LLP	LEGAL SERVICES FOR SWEETWATER MARSH MATTE	371453	9/23/24	187.00
BURKE WILLIAMS & SOR	SERVICES FOR CIVIL SERVICES	371476	9/26/24	2,082.90
			Total for Department	**7,824.90**
City Clerk				
TRANS-LANG	TRANSLATION OF ELECTION NOTICES	371458	9/23/24	320.00
TRANS-LANG	TRANSLATION SERVICES FOR CITY COUNCIL MTG.	371458	9/23/24	595.00
THE FILIPINO PRESS I	PUBLIC NOTICE FOR ELECTION - FILIPINO PRESS	371530	9/26/24	150.00
			Total for Department	**1,065.00**
CMO				
DEVANEY PATE MORRIS	PAYING BALANCE FROM THE AMOUNT OF $5,475.00	371436	9/23/24	70.20
SUN BADGE COMPANY IN	BADGE FOR CITY MANAGER	371528	9/26/24	202.94
			Total for Department	**273.14**
Community Services/Nutrition/Library				
BAKER & TAYLOR	BAKER AND TAYLOR- HISTORICAS FANTASTICAS	371421	9/23/24	13.43
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	371421	9/23/24	63.97
BAKER & TAYLOR	BAKER AND TAYLOR- ESTROGEN, TOMBOY, FATHERH	371421	9/23/24	59.38
BAKER & TAYLOR	BAKER AND TAYLOR- CA TENANTS RIGHTS	371421	9/23/24	44.31
BAKER & TAYLOR	BAKER AND TAYLOR- BLUE MIND THE SURPRISING S(	371421	9/23/24	22.01
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS IN SPANISH	371421	9/23/24	30.82
BAKER & TAYLOR	BAKER AND TAYLOR- BOOKS, THIS COULD BE US	371421	9/23/24	19.32
BAKER & TAYLOR	BAKER AND TAYLOR- STARFINDER THE COMPLETE B	371421	9/23/24	24.70
BAKER & TAYLOR	BAKER AND TAYLOR- LA CASA DEL ALGODIN	371421	9/23/24	28.93
BAKER & TAYLOR	BAKER AND TAYLOR- WILD BEE HANDBOOK	371421	9/23/24	24.68
BAKER & TAYLOR	BAKER AND TAYLOR- GUIDE TO MANAGING CHILDHO	371421	9/23/24	19.05
BAKER & TAYLOR	BAKER AND TAYLOR- RESPECT THE LIFE OF ARETHA	371421	9/23/24	22.01
BAKER & TAYLOR	BAKER AND TAYLOR- GHOSTWRITERS	371421	9/23/24	19.95
BAKER & TAYLOR	BAKER AND TAYLOR- LONEY PLANET (2), ASTEROID H	371421	9/23/24	57.40

WARRANT REGISTER # 13
9/26/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
BAKER & TAYLOR	BAKER AND TAYLOR- PLANET IRELAND, NYC, JAPAN	371421	9/23/24	84.78
BAKER & TAYLOR	BAKER AND TAYLOR- CARRITO DE CHURROS	371421	9/23/24	19.61
BAKER & TAYLOR	BAKER AND TAYLOR- DREAM DICTIONARY	371421	9/23/24	26.95
BAKER & TAYLOR	BAKER AND TAYLOR- WILD ROSE	371421	9/23/24	20.05
BAKER & TAYLOR	BAKER AND TAYLOR- WHO WAS LANGSTON HUGHES	371421	9/23/24	19.74
BAKER & TAYLOR	BAKER AND TAYLOR- BUNNY MELLON THE OF AN AM	371421	9/23/24	21.03
BAKER & TAYLOR	BAKER AND TAYLOR- WHALE VS GIAN SQUID, TARAN	371421	9/23/24	33.96
BAKER & TAYLOR	COMIC PRICE GUIDE	371421	9/23/24	49.73
BAKER & TAYLOR	BOOK- CURRENT MED. DIAGNOSIS AND TREATMENT	371421	9/23/24	116.49
BAKER & TAYLOR	BAKER AND TAYLOR- CORALINE	371421	9/23/24	26.30
BAKER & TAYLOR	BAKER AND TAYLOR- POETRY COMICS	371421	9/23/24	12.09
BAKER & TAYLOR	BAKER AND TAYLOR- KILLER WHALE VS GREAT WHIT	371421	9/23/24	16.45
BAKER & TAYLOR	BAKER AND TAYLOR- BOOKS, 3 SPANISH BOOKS	371421	9/23/24	34.11
BAKER & TAYLOR	BAKER AND TAYLOR- EVERY LANDLORDS LEGAL GUI	371421	9/23/24	92.12
BAKER & TAYLOR	BAKER BOOKS, LETTER TO NEVER SEND SANTA CON	371421	9/23/24	18.76
BAKER & TAYLOR	BAKER AND TAYLOR- HOW WE'RE FING UP THE PLAN	371421	9/23/24	19.76
BAKER & TAYLOR	BAKER AND TAYLOR- BOOK, EL VIAJE DE DANTE	371422	9/23/24	7.61
BAKER & TAYLOR	BAKER AND TAYLOR, CABIN FEVER	371422	9/23/24	9.54
BEST BUY BUSINESS	GAMING AT THE LIBRARY- HOT WHEELS AND JUST D	371424	9/23/24	55.44
BEST BUY BUSINESS	GAMING AT THE LIBRARY- LUNCH AT THE LIBRARY G	371424	9/23/24	1,185.31
BEST BUY BUSINESS	BEST BUY- LUNCH AT THE LIBRARY GAMING SUPPLIE	371424	9/23/24	86.19
BEST BUY BUSINESS	A/V EQUIPMENT	371424	9/23/24	1,109.22
T'S & SIGNS INC	ESPORTS GAME NIGHT BANNER/CSD	371456	9/23/24	68.51
AIR EXHAUST CORP CO	CLEANING SERVICES OF HOODS, FANS, DUCTS AT NI	371465	9/26/24	72.00
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371466	9/26/24	1,580.64
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371466	9/26/24	1,641.31
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371466	9/26/24	2,037.55
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371466	9/26/24	522.17
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371466	9/26/24	1,433.09
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371466	9/26/24	1,114.50
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371466	9/26/24	578.40
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371466	9/26/24	676.74
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371466	9/26/24	823.10
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371466	9/26/24	281.48
BAKER & TAYLOR	BAKER AND TAYLOR- ORGANIZE YOUR RECORDS	371471	9/26/24	41.85
BOOT WORLD	WORK BOOTS FOR MIGUEL PLASCENCIA	371475	9/26/24	155.87
LASER SAVER INC	TONER CARTRIDGES	371502	9/26/24	423.96
LISA THOR	ERGONOMIC CHAIR FOR EMPLOYEE ZAIDE JURADO/(	371503	9/26/24	639.16
MIDWEST TAPE, LLC	MIDWEST TAPE- WANDERING EARTH	371504	9/26/24	36.12
MIDWEST TAPE, LLC	MIDWEST TAPE- ATRAPADO SIN SALIDA DVD	371504	9/26/24	32.86
MIDWEST TAPE, LLC	MIDWEST TAPE- FANTASTIC MACHINE DVD	371504	9/26/24	26.33
MIDWEST TAPE, LLC	MIDWEST TAPE- SINGIN' IN THE RAIN DVD	371504	9/26/24	21.67
MIDWEST TAPE, LLC	MIDWEST TAPE- 3 DVDS	371504	9/26/24	65.14
MIDWEST TAPE, LLC	MIDWEST TAPE- POKEMON: TALES OF LUGIA DVD	371504	9/26/24	23.89
MIDWEST TAPE, LLC	MIDWEST TAPE- WEDNESDAY SEASON 1 DVD	371504	9/26/24	24.22
MIDWEST TAPE, LLC	MIDWEST TAPE- EQUILIBRIUM AND ULTRAVIOLET DV	371504	9/26/24	38.81
MIDWEST TAPE, LLC	MIDWEST TAPE- YOUTH SPRING DVD	371504	9/26/24	30.41
MIDWEST TAPE, LLC	MIDWEST TAPE- MR BATES VS THE POST OFFICE- DV	371504	9/26/24	35.29

WARRANT REGISTER # 13
9/26/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PACIFIC REFRIGERATIO	SERVICE CALL CHARGE FOR DISHWASHER AT NUT C	371507	9/26/24	266.00
PACIFIC REFRIGERATIO	SERVICE CALL CHARGE FOR DISHWASHER AT NUT C	371507	9/26/24	873.94
PEIRCE, DENISSE	RFW-CONTRACT INST MONTHLY PAYMENT YOGA CLA	371512	9/26/24	409.50
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371514	9/26/24	153.43
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371514	9/26/24	303.48
SDG&E	GAS AND ELECTRIC SERVICES FOR FY25	371519	9/26/24	3,545.47
SDG&E	GAS SERVICES FOR FY25	371519	9/26/24	236.98
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	371520	9/26/24	508.00
SMART & FINAL	MOP 45756 CASA YOUTH FALL BRK PRG/CSD	371523	9/26/24	401.91
SMART & FINAL	MOP 45756 CASA YOUTH PRG SUPPLIES/CSD	371523	9/26/24	177.55
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	371527	9/26/24	49.20
SYSCO SAN DIEGO INC	DISHWASHER LEASE FOR JULY 2024	371529	9/26/24	259.86
SYSCO SAN DIEGO INC	6 BURNER RANGE OVEN	371529	9/26/24	8,217.39
SYSCO SAN DIEGO INC	FOOD PROCESSOR FOR NUTR. CTR	371529	9/26/24	1,152.89
SYSCO SAN DIEGO INC	UNDERCOUNTER REFRIGERATOR	371529	9/26/24	907.88
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371529	9/26/24	638.21
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371529	9/26/24	20.65
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371529	9/26/24	4,167.85
			Total for Department	**38,230.46**

Engineering / PW's

CALIFORNIA FOOD MANA	T&A 90698 REFUND FOR 815-830 HIGHLAND AVE.- BOI	371427	9/23/24	15,000.00
L C PAVING & SEALING	CIP 19-20 SWEETWATER ROAD BIKEWAY	371444	9/23/24	158,800.82
NV5 INC	MEDIA 3 APPLICATIONS	371447	9/23/24	359.21
WRIGHT CONSTRUCTION,	CIP 19-11 PARADISE CREEK WATER QUALITY	371460	9/23/24	66,210.15
WRIGHT CONSTRUCTION,	CIP 19-11 PARADISE CREEK WATER QUALITY	371460	9/23/24	47,585.07
BOOT WORLD	MOP 64096 SAFETY BOOTS R. CASTANEDA FY25-PW/I	371475	9/26/24	117.43
BOOT WORLD	MOP 64096 SAFETY BOOTS FOR GENARO CHAVEZ FY	371475	9/26/24	190.83
BOOT WORLD	MOP 64096 BOOTS FOR MOISES SANDOVAL FY25-PW	371475	9/26/24	195.73
BOOT WORLD	MOP 64096 REMAINING BALANCE WORK BOOTS FY25	371475	9/26/24	195.73
BOOT WORLD	MOP 64096 BOOTS FOR JAMES WOODS FY25-PW/STS	371475	9/26/24	195.73
BOOT WORLD	MOP 64096 BOOTS FOR PALOMA RAMIREZ FY25-PW/S	371475	9/26/24	174.53
BOOT WORLD	MOP 64096 BOOTS FOR JUAN HERRERA FY25-PW/STS	371475	9/26/24	156.58
CANON SOLUTIONS AMER	EQUIPMENT USAGE CHARGE OF ENG PLOTTER/SCAN	371479	9/26/24	89.05
CANON SOLUTIONS AMER	EQUIPMENT BASE CHARGE OF ENG PLOTTER/SCANN	371479	9/26/24	88.57
CHEN RYAN ASSOCIATES	LOCAL COASTAL PROGRAM AMENDM. PH2	371480	9/26/24	3,066.25
CIRCUIT TRANSIT INC	TRANSIT OPERATIONS FOR FRANC AUG 2024	371481	9/26/24	24,508.97
CIRCUIT TRANSIT INC	TRANSIT OPERATIONS FOR FRANC JULY 2024	371481	9/26/24	24,149.32
CLEAN HARBORS ENVIRO	FOR HOUSEHOLD HAZARDOUS WASTE FOR JULY 202	371482	9/26/24	1,903.80
CV VENTURES LLC	FAIR SHARE QUARTERLY MONITORING SERVICES- Q	371486	9/26/24	6,713.76
D-MAX ENGINEERING IN	TA 90449 NC HARDING AVE. APTS.	371487	9/26/24	837.57
D-MAX ENGINEERING IN	TA 90449 NC HARDING AVE. APTS.	371487	9/26/24	607.38
D-MAX ENGINEERING IN	TA 90449 NC HARDING AVE APTS.	371487	9/26/24	704.51
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT P	371491	9/26/24	227,100.25
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371494	9/26/24	37.62
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371494	9/26/24	23.45
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371494	9/26/24	145.27

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371494	9/26/24	5.94
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371494	9/26/24	16.68
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371494	9/26/24	112.51
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371495	9/26/24	2,778.74
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371495	9/26/24	892.49
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371496	9/26/24	105.82
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371496	9/26/24	352.45
HSCC INC	CIP 23-06 KIMBALL PARK DOG PARK, TOT	371497	9/26/24	51,817.96
KIMLEY HORN AND	CIP 20-09 NC EASTSIDE I-805 COMMUNITY GREENBEL	371499	9/26/24	4,912.95
KIMLEY HORN AND	8TH AND ROOSEVELT ATP	371499	9/26/24	6,096.80
KIMLEY HORN AND	CIP 19-25 CNC BIKE WAYFINDING PROJECT	371500	9/26/24	4,164.70
NERI LANDSCAPE ARCHI	KIMBALL & LAS PALMAS DOG PARK DESIGN	371505	9/26/24	2,925.00
NERI LANDSCAPE ARCHI	LAS PALMAS PARK IMPROVEMENTS	371505	9/26/24	125,824.00
PACIFIC SAFETY CENTE	MEMBERSHIP RENEWAL 2024-2025 FY25-PW/ST/WW	371508	9/26/24	92.50
PACIFIC SAFETY CENTE	TRAFFIC CONTROL AND FLAGGER SAFETY-PW	371508	9/26/24	260.00
PACIFIC SAFETY CENTE	TRAFFIC CONTROL AND FLAGGER SAFETY-PW	371508	9/26/24	1,000.00
PACIFIC SAFETY CENTE	TRAFFIC CONTROL AND FLAGGER SAFETY-PW	371508	9/26/24	95.00
PACIFIC SAFETY CENTE	TRAFFIC CONTROL AND FLAGGER SAFETY-PW	371508	9/26/24	950.00
PACIFIC SAFETY CENTE	TRAFFIC CONTROL AND FLAGGER SAFETY-PW	371508	9/26/24	85.00
PACIFIC SAFETY CENTE	TRAFFIC CONTROL AND FLAGGER SAFETY-PW	371508	9/26/24	200.00
PACIFIC SAFETY CENTE	MEMBERSHIP RENEWAL 2024-2025 FY25-PW/ST/WW	371508	9/26/24	92.50
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY25-PW/EQM	371509	9/26/24	585.00
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371510	9/26/24	99.40
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371510	9/26/24	27.10
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371510	9/26/24	10.15
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371510	9/26/24	230.07
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371510	9/26/24	15.83
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371511	9/26/24	12.41
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	371513	9/26/24	171.80
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	371514	9/26/24	59.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371514	9/26/24	80.24
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SUPPLIES FY25-PW/PARKS	371514	9/26/24	107.16
RANDALL LAMB ASSOCIA	POLICE STANDBY POWER CONVERSION PROJECT	371515	9/26/24	425.00
RANDALL LAMB ASSOCIA	NCPD STANDBY POWER CONVERSION	371515	9/26/24	425.00
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW/ST	371517	9/26/24	39,656.35
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR WASTEWATER FOR SEP FY:	371517	9/26/24	747.01
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	371521	9/26/24	439.12
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371522	9/26/24	161.11
SMART SOURCE OF CALI	MOP 63845 BUSINESS CARDS FOR V. URIBE FY25-PW	371525	9/26/24	54.48
SPEEDPRO IMAGING	DECALS FOR SPEED TRAILER FY25-PW/EQM	371526	9/26/24	206.88
VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STS	371534	9/26/24	942.77
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	371536	9/26/24	78.85
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	371536	9/26/24	70.96
			Total for Department	**826,544.42**

Finance

BRINK'S INCORPORATED	TRANSPORTATION -BILLING PERIOD 09/01/24 - 09/30/2	371426	9/23/24	566.42

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
THE BANK OF NEW YORK	CUSTODIAN FEE - PERIOD 04/01/24 TO 06/30/24	371457	9/23/24	1,875.00
OFFICE SOLUTIONS BUS	50% FURNITURE DEPOSIT / FIRE DEPARTMENT	371461	9/23/24	24,670.49
C A P F	OCTOBER 2024 - FIRE LTD / ID0237396	371477	9/26/24	1,298.00
CALIFORNIA LAW ENFOR	OCTOBER 2024 - PD LTD / ID0237541	371478	9/26/24	2,656.00
DELTA DENTAL INSURAN	OCTOBER 2024 – GRP #05-7029600002 COBRA DENTA	371488	9/26/24	51.00
DELTA DENTAL INSURAN	OCTOBER 2024 GRP #05-7029600000 PMI DENTAL INS.	371489	9/26/24	1,824.86
DELTA DENTAL OF CALI	OCTOBER 2024 GRP #05-0908600000 DENTAL INS PRE	371490	9/26/24	16,649.19
RELIANCE STANDARD	OCTOBER '24 -GRP VAI826233, VCI801146, & VG180848	371516	9/26/24	3,961.48
STAPLES BUSINESS ADV	MOP #45704 OFFICE SUPPLIES FOR FINANCE	371527	9/26/24	53.11
THE LINCOLN NATIONAL	SEPT. 2024 - GRP #415491 INS /ADJUSTMENT CHARGE	371531	9/26/24	705.22
THE LINCOLN NATIONAL	SEPT. 2024 - GRP #415491 INS /ADJUSTMENT CHARGE	371531	9/26/24	212.72
THE LINCOLN NATIONAL	OCT 2024 - GRP #415491 LIFE & AD&D, STD, LTD INS	371532	9/26/24	8,417.74
THE LINCOLN NATIONAL	OCT 2024 - GRP #415491 LIFE & AD&D, STD, LTD INS	371532	9/26/24	2,574.06
THE PUN GROUP LLP	AUDIT OF REGIONAL SOLID WASTE ASSOCIATION 202	371533	9/26/24	4,000.00
			Total for Department	**69,515.29**
Fire				
BAUER COMPRESSORS	UNIVERSAL NIPPLE/HVY DUTY PIN/BAUER COMP	371423	9/23/24	449.89
CITY OF SAN DIEGO	TUITION COST FOR 2 FF ATTEND SD FIRE RESCUE PA	371429	9/23/24	17,454.00
COUNTY OF SAN DIEGO	FY 24-25 (7/1/24-6/30/25) UDC MEMBERSHIP FEE	371434	9/23/24	2,501.90
COUNTY OF SAN DIEGO	FY24-25 (7/1/24 - 6/30/25)MEMBERSHIP FEE	371434	9/23/24	63,179.00
HAMLYN WILLIAMS INC	TEMP EMPLYMT, NARDYEZDA ACOSTA- W/E 9/124	371441	9/23/24	940.00
MES CALIFORNIA	ROPE RESCUE EQUIPMENT	371446	9/23/24	3,113.67
PRO BUILD COMPANY	MOP #45707,SUPPLIES FOR OUTFITTING NEW FIRE EI	371448	9/23/24	16.57
SID'S CARPET BARN	STATION 34 CARPET FOR FRONT OFFICES	371454	9/23/24	13,372.89
STANDARD AUTO RECYCL	VEHICLES FOR AUTO-X TRAINING	371455	9/23/24	1,550.00
BENEDEK, ERIC C	REIMBRSMNT,DEPLOYMNT EXPENSES, ENTERPRISE	371472	9/26/24	338.30
BOGLE, JEFFREY W	REIMBURSMT, TRRVL EXPNSS(HAZMAT CONFRNCE) I	371474	9/26/24	202.39
FEDEX	SHIPPED DETECTOR CALIBRATION SERVICE #TIF 880	371493	9/26/24	215.88
L N CURTIS & SONS	OUTFITTING OF NEW FIRE ENGINE, SMITH TRUCK EQ	371501	9/26/24	1,596.09
L N CURTIS & SONS	OUTFITTING OF NEW FIRE ENGINE, SMITH TRUCK EQ	371501	9/26/24	84.17
L N CURTIS & SONS	DISCHARGE CAP & YELLOW POLYFLOW HOSE	371501	9/26/24	245.69
L N CURTIS & SONS	DISCHARGE CAP & YELLOW POLYFLOW HOSE	371501	9/26/24	2,088.00
SANCHEZ, EDUARDO	REIMBRSMNT, PARKING FEES (SUMMER&FALL SEME	371518	9/26/24	94.95
WILLY'S ELECTRONIC S	MOP #45763, LEAD ACID BATTERY	371537	9/26/24	18.13
			Total for Department	**107,461.52**
Housing / Sec 8				
CHRISTENSEN & SPATH	CDC-HA AGREEMENT WITH CHRISTENSEN & SPATH	371428	9/23/24	1,800.00
CHRISTENSEN & SPATH	CDC-HA AGREEMENT WITH CHRISTENSEN & SPATH	371428	9/23/24	1,950.00
KEYSER MARSTON ASSOC	ON-CALL CONSULTING SERVICES	371443	9/23/24	15,897.50
			Total for Department	**19,647.50**
Human Resources				
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICALS	371433	9/23/24	642.00

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
CONCENTRA MEDICAL CE	PRE-EMPLOYMEMT PHYSICALS	371433	9/23/24	218.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	371433	9/23/24	476.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	371433	9/23/24	1,490.00
ERGOMETRICS	POLICE CORPORAL & SERGEANT ASSESSMENT CTR-	371437	9/23/24	13,340.31
GONZALEZ, WILLIAM	RETIREE HEALTH BENEFITS - AUGUST2024	371439	9/23/24	660.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00032/CONTRACT #202	371445	9/23/24	2,006.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER-CLIENT/MATTER #NA040-00032	371445	9/23/24	15.39
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00032/CONTRACT #202	371445	9/23/24	1,376.50
LIEBERT CASSIDY WHI	SD EMPLOYMENT RELATIONS CONSORTIUM MEMBEF	371445	9/23/24	900.00
LIEBERT CASSIDY WHI	CLIENT/MATTER #NA040-00034/CONTRACT #20240203	371462	9/25/24	985.50
LIEBERT CASSIDY WHI	CLIENT/MATTER #NA040-00035/CONTRACT #20240203	371462	9/25/24	704.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00034/CONTRACT #202	371462	9/25/24	248.50
LIEBERT CASSIDY WHI	CLIENT/MATTER #NA040-00033/CONTRACT #20240203	371462	9/25/24	16,161.11
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00033/CONTRACT #202	371462	9/25/24	71.00
LIEBERT CASSIDY WHI	CLIENT/MATTER #NA040-00001/CONTRACT #20240203	371462	9/25/24	534.50
LIEBERT CASSIDY WHI	CLIENT/MATTER #NA040-00037/CONTRACT #20240203	371462	9/25/24	924.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00029/CONTRACT #202	371463	9/25/24	106.50
ADMINSURE INC	WORKERS' COMP CLAIMS ADMIN - MONTHLY	371464	9/26/24	8,862.00
ADMINSURE INC	WORKERS COMP CLAIMS ADMIN SERVICES FOR FY2	371464	9/26/24	8,862.00
ADMINSURE INC	WORKERS' COMPENSATION CLAIMS ADMIN-AUGUST,	371464	9/26/24	8,862.00
ADMINSURE INC	WORKERS' COMPENSATION CLAIMS ADMIN-JULY	371464	9/26/24	8,604.00
ALTA LANGUAGE SERVIC	EMPLOYEE BILINGUAL TESTING	371467	9/26/24	198.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	371483	9/26/24	118.00
FEDEX	POLICE RECRUITS POST PELLET B TESTING (LATE FE	371493	9/26/24	6.60
FEDEX	POLICE RECRUITS POST PELLET B TESTING	371493	9/26/24	82.55
SMART & FINAL	MOP #45756 /POLICE PROMOTION TESTING / HR	371524	9/26/24	103.62
			Total for Department	**76,558.08**

MIS

CURVATURE LLC	SFP TRANSCEIVER MODULE	371435	9/23/24	3,511.53
GOVCONNECTION INC	CISCO SMARTNET FOR CISCO UNITY HARDWARE	371440	9/23/24	3,078.04
GOVCONNECTION INC	CISCO RUGGEDIZED APS	371440	9/23/24	11,133.76
GOVCONNECTION INC	CISCO RUGGEDIZED APS	371440	9/23/24	3,592.50
GOVCONNECTION INC	CISCO RUGGEDIZED APS	371440	9/23/24	100.00
GOVCONNECTION INC	CISCO RUGGEDIZED APS	371440	9/23/24	59.82
GOVCONNECTION INC	CISCO RUGGEDIZED APS	371440	9/23/24	1,089.87
SHARP ELECTRONICS CO	SHARP MULTIFUNCTION COPIER SUPPLIES	371452	9/23/24	3,166.45
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY25	371459	9/23/24	2,520.65
AT&T	SBC/AT&T DATA/PHONES FY25	371468	9/26/24	107.22
AT&T	SBC/AT&T DATA/PHONES FY25	371469	9/26/24	2,415.24
AT&T	SBC/AT&T DATA/PHONES FY25	371469	9/26/24	16,803.39
AT&T	SBC/AT&T DATA/PHONES FY25	371469	9/26/24	195.97
AT&T	SBC/AT&T DATA/PHONES FY25	371469	9/26/24	59.29
AT&T	SBC/AT&T DATA/PHONES FY25	371469	9/26/24	1,916.39
AT&T	SBC/AT&T DATA/PHONES FY25	371469	9/26/24	5.28
AT&T	SBC/AT&T DATA/PHONES FY25	371470	9/26/24	4,612.57
BENTLEY SYSTEMS, INC	BENTLEY SOFTWARE RENEWAL	371473	9/26/24	1,118.00

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371484	9/26/24	88.26
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371485	9/26/24	2,060.43
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371485	9/26/24	302.53
NETFILE, INC.	NETFILE ANNUAL RENEWAL	371506	9/26/24	6,300.00
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES - WILLY'S ELECTRONIC	371537	9/26/24	26.21
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES - WILLY'S ELECTRONIC	371537	9/26/24	38.40
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES - WILLY'S ELECTRONIC	371537	9/26/24	97.88
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES - WILLY'S ELECTRONIC	371537	9/26/24	44.32
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES - WILLY'S ELECTRONIC	371537	9/26/24	44.60
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES - WILLY'S ELECTRONIC	371537	9/26/24	148.28
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES - WILLY'S ELECTRONIC	371537	9/26/24	194.34
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES - WILLY'S ELECTRONIC	371537	9/26/24	146.38
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES - WILLY'S ELECTRONIC	371537	9/26/24	62.15
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES - WILLY'S ELECTRONIC	371537	9/26/24	102.61
			Total for Department	**65,142.36**
NSD				
BOOT WORLD	MOP 64096 BOOTS JAMES KIM	371425	9/23/24	195.73
BOOT WORLD	MOP 64096 BOOTS ROMAN CRUZ	371425	9/23/24	200.00
COMCATE SOFTWARE,INC	CODE SOFTWARE PROGRAM	371432	9/23/24	12,959.00
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	371448	9/23/24	347.98
			Total for Department	**13,702.71**
Police				
FITCHHORN, KYLE	REIM: TRAFFIC COLLISION 2 WEEKS - KFITCHHORN	371438	9/23/24	334.60
HERNANDEZ, PAUL	REIM: SLI SESSION 5 - PHERNANDEZ	371442	9/23/24	182.00
SABALA, ANTHONY J	REIM: FIELD TRAINING OFFICER COURSE - ASABALA	371449	9/23/24	1,160.63
SAN DIEGO POLICE EQU	BALLISTIC VESTS / PALMA / PD	371450	9/23/24	1,356.31
IBARRA, MARK	TRAINING POST PLN 4 ADV SUB FTO FOR IBARRA PR	371498	9/26/24	336.00
WADSWORTH, MATTHEW	TRAINING POST PL 4 ADV SUBSFTO WADSWORTH PF	371535	9/26/24	336.00
			Total for Department	**3,705.54**
Risk				
CLAIMS MANAGEMENT AS	AGREEMENT TO PROVIDE MONTHLY RISK~	371430	9/23/24	6,400.00
CLAIMS MANAGEMENT AS	AGREEMENT TO PROVIDE MONTHLY RISK~MAY	371431	9/23/24	6,800.00
EBIX INC	BASE ANNUAL FEE UP TO 183 ACCTS-(06/24-05/25)	371492	9/26/24	3,108.20
			Total for Department	**16,308.20**
			A/P Total	**1,246,105.25**

PAYROLL

Pay period	Start Date	End Date	Check Date	
20	9/3/2024	9/16/2024	9/25/2024	**1,614,029.47**

WARRANT REGISTER # 13
9/26/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
WIRED PAYMENTS				
Finance				
PUBLIC EMP RETIREMEN	REPLACEMENT CHARGES/ERIC CROCKETT	242680139	9/26/24	375.83
PUBLIC EMP RETIREMEN	SERVICE PERIOD 09/03/2024-09/16/2024	242690179	9/26/24	354,651.35
Housing / Sec 8				
UNION TOWER ONE LP	UNION TOWER CONSTRUCTION DRAW REQUEST #3	3644	9/26/24	1,299,036.80
	GRAND TOTAL			**4,514,198.70**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #14 for the period of 9/27/24 through 10/03/24 in the amount of $1,984,481.70

RECOMMENDATION:
Ratify Warrants Totaling $1,984,481.70

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for period 9/27/24 – 10/03/24. Consistent with Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
SDG&E	371659	$ 98,610.54	Gas & Electric for Facilities Sept 24
SD Mechanical	371660	$183,351.00	Facilities AC Unit Inspection FY25
Metro Wastewater	371681	$ 75,518.00	Metro JPA Annual Budget FY25

FINANCIAL STATEMENT:
Warrant total $1,984,481.70

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

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

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

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – Warrant Register No. 14

WARRANT REGISTER # 14
10/3/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
STAPLES BUSINESS ADV	MOP# 4570DANIEL GONZALEZ - OFF SUP - BUSH ACC	371664	10/3/24	83.26
		Total for Department		**83.26**
Building/Planning				
		Total for Department		**0.00**
CAO				
DEVANEY PATE MORRIS	LEGAL SERVICES FOR THE PORT OF	371635	10/3/24	6,450.00
STAPLES BUSINESS ADV	MOP 45704 / OFFICE SUPPLY / CAO	371664	10/3/24	94.68
STAPLES BUSINESS ADV	MOP 45704 / OFFICE SUPPLIES / CAO	371664	10/3/24	126.92
THOMSON REUTERS	WESTLAW SERVICES	371669	10/3/24	637.84
		Total for Department		**7,309.44**
City Clerk				
		Total for Department		**0.00**
CMO				
STAPLES BUSINESS ADV	MOP#45704 - CMO OFFICE SUPPLIES	371664	10/3/24	11.24
STAPLES BUSINESS ADV	MOP#45704 - CMO - OFFICE SUPPLIES	371664	10/3/24	3.69
STAPLES BUSINESS ADV	MOP#45704 - SMARTSTOCK FORK COUNTER DISPENS	371664	10/3/24	3.69
STAPLES BUSINESS ADV	MOP# 45704 - CMO COPY PAPER	371664	10/3/24	319.66
		Total for Department		**338.28**
Community Services/Nutrition/Library				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371538	10/2/24	379.47
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371538	10/2/24	1,283.52
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371538	10/2/24	1,557.84
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371538	10/2/24	305.29
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371538	10/2/24	2,491.58
4 IMPRINT INC	4IMPRINT ADULT LITERACY MERCHANDISE	371621	10/3/24	2,328.92
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371624	10/3/24	1,737.45
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371626	10/3/24	878.10
AMAZON	PRG SUP FOR CASA AND MLK OFFICE SUP/CSD	371627	10/3/24	22.78
AMAZON	PRG SUP FOR CASA AND MLK OFFICE SUP/CSD	371627	10/3/24	417.74
AMAZON	WEDGE CAR SEAT & CRATE DOLLY	371627	10/3/24	191.35
AMAZON	CAMACHO REC DANCE PROGRAMMING ITEMS	371627	10/3/24	51.37
MATRIX DEVELOPMENT L	MATRIX DEVELOPMENT- FAMILY LITERACY	371648	10/3/24	1,350.00
SMART & FINAL	MOP 45756 CASA YOUTH PROGRAMMING/CSD	371663	10/3/24	99.71
STAPLES BUSINESS ADV	MOP 45704- STAPLES, LIBRARY, POPCORN	371664	10/3/24	71.38

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	371664	10/3/24	23.64
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE AND FIRST AID SUPPLIES/CS	371664	10/3/24	60.16
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE AND FIRST AID SUPPLIES/CS	371664	10/3/24	27.60
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES	371664	10/3/24	38.72
STAPLES BUSINESS ADV	MOP 45704 FIRST AID SUPPLIES/CSD	371664	10/3/24	11.81
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	371664	10/3/24	53.71
STAPLES BUSINESS ADV	BAND AIDS	371664	10/3/24	11.81
STAPLES BUSINESS ADV	LAMINATING POUCHES	371664	10/3/24	39.11
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUTRITION	371664	10/3/24	121.93
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUTRITION	371664	10/3/24	19.56
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUTRITION	371664	10/3/24	136.75
			Total for Department	**13,711.30**

Engineering / PW's

AAIR PURIFICATION SY	AUTO SUPPLIES FY25-PW/EQM	371622	10/3/24	1,146.46
AAIR PURIFICATION SY	TRIP CHARGE FOR PLYMOVENT MOTOR FY25-PW/EQ	371622	10/3/24	135.00
AIRGAS USA LLC	MOP 45714 PARK SUPPLIES FY25-PW/PARKS	371623	10/3/24	171.68
AMAZON CAPITAL SERVI	DOG WASTE STATION FOR BAGS FY25-PW/PARKS	371628	10/3/24	239.24
AMAZON CAPITAL SERVI	PACK OF 12 CARBURETOR ADJMNT TOOL FY25-PW/P	371628	10/3/24	25.96
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	371631	10/3/24	53.53
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371639	10/3/24	13.87
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371639	10/3/24	367.13
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/WW	371639	10/3/24	78.74
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY25-PW/EQM	371640	10/3/24	1,174.50
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371641	10/3/24	607.30
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371641	10/3/24	723.23
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371641	10/3/24	1,234.01
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371643	10/3/24	241.83
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371643	10/3/24	109.71
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371643	10/3/24	286.76
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371644	10/3/24	330.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371644	10/3/24	200.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371644	10/3/24	390.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371644	10/3/24	90.00
KIMBALL MIDWEST	GRINDER WHEELS FOR EQM FY25-PW/EQM	371645	10/3/24	365.50
KTUA	NC OLDCC INSTALLATION RESILIENCY GRANT	371646	10/3/24	1,700.00
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	371647	10/3/24	365.76
MUNICIPAL MAINTENANC	SEAT BELT BUCKLE FY25-PW/EQM	371649	10/3/24	165.35
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371650	10/3/24	39.12
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371650	10/3/24	39.43
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371651	10/3/24	19.52
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371652	10/3/24	10.15
POWERSTRIDE BATTERY	MOP 67839 POWERSTRIDE BATTERY FY25-PW/EQM	371653	10/3/24	353.51
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	233.49
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	194.97
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	52.82
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	189.27

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	49.43
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	20.13
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	22.10
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	226.95
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	80.31
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	89.95
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	170.40
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371654	10/3/24	455.03
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STREETS	371654	10/3/24	157.09
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	371654	10/3/24	32.27
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	371654	10/3/24	135.01
PRO BUILD COMPANY	MOP 45707 SEWER SUPPLIES FY25-PW/WW	371654	10/3/24	22.57
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	371654	10/3/24	48.93
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	371654	10/3/24	43.53
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	371654	10/3/24	9.78
PROJECT PROFESSIONAL	WASTEWATER ADMINISTRATION	371655	10/3/24	265.00
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	371656	10/3/24	59.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371656	10/3/24	45.24
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371656	10/3/24	28.43
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371656	10/3/24	14.42
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371656	10/3/24	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	371656	10/3/24	168.02
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	371656	10/3/24	95.72
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	371656	10/3/24	154.87
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	371656	10/3/24	132.97
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	371656	10/3/24	52.94
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	371656	10/3/24	200.63
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371656	10/3/24	91.77
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW	371658	10/3/24	55.67
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW	371658	10/3/24	58.12
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES SEPT FY25-PW	371659	10/3/24	98,610.54
SAN DIEGO MECHANICAL	FACILITY AC UNIT INSPECTIONS FY25-PW/FAC	371660	10/3/24	183,351.00
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	371661	10/3/24	548.90
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	371661	10/3/24	987.52
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371662	10/3/24	480.28
STAPLES BUSINESS ADV	OFFICE SUPPLIES FY25-PW/ENG	371664	10/3/24	1,487.70
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371665	10/3/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	590.09
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	605.35
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	754.29
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	147.03
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	625.95
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	308.79
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	383.59
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	1,998.75
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	1,218.91

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	302.71
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	363.37
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	457.73
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	403.53
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371666	10/3/24	1,084.55
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371666	10/3/24	9,663.42
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371666	10/3/24	10,505.92
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371666	10/3/24	146.54
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371666	10/3/24	3,189.79
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371666	10/3/24	160.14
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371666	10/3/24	1,353.00
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371666	10/3/24	136.57
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371666	10/3/24	9,250.54
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371666	10/3/24	146.66
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS CLOSING BILL FY25-PW	371666	10/3/24	548.85
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371666	10/3/24	133.18
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371667	10/3/24	66.53
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371667	10/3/24	77.85
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371667	10/3/24	26.09
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371667	10/3/24	46.31
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUL-SEPT FY25-PW	371667	10/3/24	127.62
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER JUL-SEPT FY25-PW	371667	10/3/24	26.09
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	102.87
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	113.99
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	106.22
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	96.13
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	27.70
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUN-AUG FY25-PW/PAR	371667	10/3/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUN-AUG FY25-PW/PAR	371667	10/3/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	27.70
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	74.88
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	27.70

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUL-SEPT FY25-PW	371667	10/3/24	27.70
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	79.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	92.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	72.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	53.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	46.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	132.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	114.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	115.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371668	10/3/24	52.00
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES FY25-PW/EQM	371670	10/3/24	67.44
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371672	10/3/24	468.45
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371672	10/3/24	119.07
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371672	10/3/24	236.73
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	371672	10/3/24	417.12
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/FAC	371673	10/3/24	323.71
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/FAC	371673	10/3/24	276.62
VISTA PAINT	YELLOW TRAFFIC PAINT FY25-PW/STS	371674	10/3/24	522.00
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	371675	10/3/24	3,027.06
WESTFLEX INDUSTRIAL	MOP 63850 SEWER SUPPLIES FY25-PW/WW	371676	10/3/24	22.29
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	371677	10/3/24	115.53
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	371677	10/3/24	84.04
WETMORES	ALTERNATOR FIRE VEH #151 FY25-PW/EQM	371677	10/3/24	1,509.86
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	371677	10/3/24	82.56
WHITE CAP, LP	ROAD REPAIR SUPPLIES FY25-PW/STS	371678	10/3/24	815.08
WILLY'S ELECTRONIC S	MOP 45763 ELECTRONIC SUPPLIES FY25-PW/FAC	371679	10/3/24	36.82
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/EQM	371679	10/3/24	30.11
Z A P MANUFACTURING	TRAFFIC CONTROL SUPPLIES FY25-PW/STS	371680	10/3/24	613.23
METRO WASTEWATER JPA	METRO JPA ANNUAL BUDGET FY25	371681	10/3/24	75,518.00
			Total for Department	**432,562.73**

Finance

BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - OCTOBER 2024	371539	10/3/24	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - OCTOBER 2024	371540	10/3/24	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - OCTOBER 2024	371541	10/3/24	640.00
BISHOP, RANDY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371542	10/3/24	110.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - OCTOBER 2024	371543	10/3/24	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - OCTOBER 2024	371544	10/3/24	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - OCTOBER 2024	371545	10/3/24	400.00

WARRANT REGISTER # 14
10/3/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
CANEDO, RAMON	RETIREE HEALTH BENEFITS - OCTOBER 2024	371546	10/3/24	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - OCTOBER 2024	371547	10/3/24	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - OCTOBER 2024	371548	10/3/24	400.00
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - OCTOBER 2024	371549	10/3/24	460.00
COLE, LYNN	RETIREE HEALTH BENEFITS - OCTOBER 2024	371550	10/3/24	165.00
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - OCTOBER 2024	371551	10/3/24	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - OCTOBER 2024	371552	10/3/24	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - OCTOBER 2024	371553	10/3/24	520.00
DALLA, MICHAEL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371554	10/3/24	900.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - OCTOBER 2024	371555	10/3/24	250.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - OCTOBER 2024	371556	10/3/24	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371557	10/3/24	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371558	10/3/24	680.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - OCTOBER 2024	371559	10/3/24	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - OCTOBER 2024	371560	10/3/24	280.00
EISER III, GEORGE	RETIREE HEALTH BENEFITS - OCTOBER 2024	371561	10/3/24	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - OCTOBER 2024	371562	10/3/24	620.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371563	10/3/24	460.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371564	10/3/24	220.00
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - OCTOBER 2024	371565	10/3/24	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - OCTOBER 2024	371566	10/3/24	540.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371567	10/3/24	700.00
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371568	10/3/24	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - OCTOBER 2024	371569	10/3/24	680.00
GONZALEZ, WILLIAM	RETIREE HEALTH BENEFITS - OCTOBER 2024	371570	10/3/24	660.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371571	10/3/24	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - OCTOBER 2024	371572	10/3/24	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - OCTOBER 2024	371573	10/3/24	400.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - OCTOBER 2024	371574	10/3/24	200.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - OCTOBER 2024	371575	10/3/24	780.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - OCTOBER 2024	371576	10/3/24	680.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371577	10/3/24	60.00
JONES, DEREK	RETIREE HEALTH BENEFITS - OCTOBER 2024	371578	10/3/24	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - OCTOBER 2024	371579	10/3/24	50.00
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371580	10/3/24	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - OCTOBER 2024	371581	10/3/24	480.00
LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371582	10/3/24	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - OCTOBER 2024	371583	10/3/24	160.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - OCTOBER 2024	371584	10/3/24	100.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - OCTOBER 2024	371585	10/3/24	280.00
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - OCTOBER 2024	371586	10/3/24	290.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371587	10/3/24	460.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - OCTOBER 2024	371588	10/3/24	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371589	10/3/24	460.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - OCTOBER 2024	371590	10/3/24	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - OCTOBER 2024	371591	10/3/24	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - OCTOBER 2024	371592	10/3/24	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - OCTOBER 2024	371593	10/3/24	340.00

WARRANT REGISTER # 14
10/3/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PE, RAY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371594	10/3/24	300.00
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - OCTOBER 2024	371595	10/3/24	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - OCTOBER 2024	371596	10/3/24	280.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - OCTOBER 2024	371597	10/3/24	190.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - OCTOBER 2024	371598	10/3/24	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - OCTOBER 2024	371599	10/3/24	240.00
ROARK, LANNY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371600	10/3/24	135.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371601	10/3/24	260.00
ROUSTON, JEFFREY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371602	10/3/24	660.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - OCTOBER 2024	371603	10/3/24	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - OCTOBER 2024	371604	10/3/24	300.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371605	10/3/24	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371606	10/3/24	520.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - OCTOBER 2024	371607	10/3/24	440.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - OCTOBER 2024	371608	10/3/24	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - OCTOBER 2024	371609	10/3/24	580.00
SMITH, JOE	RETIREE HEALTH BENEFITS - OCTOBER 2024	371610	10/3/24	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - OCTOBER 2024	371611	10/3/24	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - OCTOBER 2024	371612	10/3/24	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - OCTOBER 2024	371613	10/3/24	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - OCTOBER 2024	371614	10/3/24	250.00
UNGAB, STELLA	RETIREE HEALTH BENEFITS - OCTOBER 2024	371615	10/3/24	600.00
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - OCTOBER 2024	371616	10/3/24	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - OCTOBER 2024	371617	10/3/24	480.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - OCTOBER 2024	371618	10/3/24	520.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - OCTOBER 2024	371619	10/3/24	220.00
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - OCTOBER 2024	371620	10/3/24	560.00
U S BANK	GO REF BONDS ADMINISTRATION FEE 08/01/24-07/31/	371671	10/3/24	1,130.00
			Total for Department	**34,740.00**

Fire

ALERT ALL CORPORATIO	PUBLICATION EDUCATION MATERIALS	371625	10/3/24	859.13
AMAZON	DOORBELL, HNDRL, WASHING MACHINE PARTS	371627	10/3/24	674.51
CARDIO PARTNERS INC	BATTERY FOR CARDIAC SCIENCE POWERHEART AED	371632	10/3/24	8,267.18
DAY WIRELESS SYSTEMS	RADIO REPAIR, SN#756CWZ2877	371633	10/3/24	912.00
DAY WIRELESS SYSTEMS	RADIO REPAIR, SN#756CWZ3514	371633	10/3/24	912.00
DAY WIRELESS SYSTEMS	RADIO REPAIR SN# 756CWZ3515	371633	10/3/24	427.43
FIRE ETC	WILDLAND NOZZLES/FIRE ETC	371638	10/3/24	290.36
PRO BUILD COMPANY	MOP#45707, TOUCH/TONE SPRAY	371654	10/3/24	28.23
PRO BUILD COMPANY	MOP#45707, STRING TRMMER/BLOWER KIT & TRIMMF	371654	10/3/24	302.42
PRO BUILD COMPANY	MOP #45707, 5.5 SELF LOK CABLETIE BLK 100 PK	371654	10/3/24	79.51
PRUDENTIAL OVERALL S	MOP#45742,18X18 PURPLE SHOP TOWEL	371656	10/3/24	25.00
STAPLES BUSINESS ADV	MOP#45704 CARD HOLDERS, STENO'S, AND PENS	371664	10/3/24	204.91
WILLY'S ELECTRONIC S	MOP #45763, DC PANEL 12V JACK & USB CHRGR	371679	10/3/24	87.85
			Total for Department	**13,070.53**

WARRANT REGISTER # 14
10/3/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Housing / Sec 8				
			Total for Department	**0.00**
Human Resources				
DEPARTMENT OF JUSTIC	NEW EMPLOYEE FINGERPRINT TEST RESULTS-DOJ A	371634	10/3/24	256.00
			Total for Department	**256.00**
MIS				
			Total for Department	**0.00**
NSD				
BOOT WORLD	MOP 64096 BOOTS LUZ Q.	371630	10/3/24	106.65
BOOT WORLD	MOP 64096 BOOT QIANA W.	371630	10/3/24	156.58
BOOT WORLD	MOP 64096 BOOTS HECTOR HUESO	371630	10/3/24	107.64
EDCO DISPOSAL INC.	EDCO STARDUST INN REMEDIATION PROJECT PRC#1	371637	10/3/24	5,620.00
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	371656	10/3/24	30.62
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	371656	10/3/24	52.91
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	371656	10/3/24	52.91
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	371656	10/3/24	52.91
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	371656	10/3/24	30.11
PRUDENTIAL OVERALL S	MOP LAUNDRY SVC	371656	10/3/24	30.62
VISTA PAINT	MOP 68834 PAINT SUPPLIES	371674	10/3/24	483.80
			Total for Department	**6,724.75**
Police				
DOGTEAMPRO INC	K-9 BEAGLE PLAN SUBSCRIPTION / POLICE	371636	10/3/24	1,199.00
HIRSH, KEVIN	REIM: POST SUPERVISORY COURSE - KHIRSH	371642	10/3/24	1,863.66
			Total for Department	**3,062.66**
Risk				
RIVERA, MICHAEL A.	RIVERA, JR., MICHAEL A. VS CITY OF NATIONAL CITY	371657	10/3/24	3,162.07
			Total for Department	**3,162.07**
			A/P Total	**515,021.02**
WIRED PAYMENTS				
MIS				
DEEPNET SECURITY	DEEPNET SECURITY SOFTWARE RENEWAL	55	10/3/24	8,485.79

WARRANT REGISTER # 14
10/3/2024

PAYEE	DESCRIPTION		CHK NO	DATE	AMOUNT
SECTION 8 HAPS	Start Date	End Date			
	10/1/2024	10/1/2024			1,460,974.89
		GRAND TOTAL			1,984,481.70

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #15 for the period of 10/04/24 through 10/10/24 in the amount of $2,936,574.06

RECOMMENDATION:
Ratify Warrants Totaling $2,936,574.06

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for period 10/04/24 – 10/10/24. Consistent with Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Devaney Pate Morris	371760	98,723.56	Legal Services for Litigation
Devaney Pate Morris	371760	77,492.21	Cummins Litigation Matter
Ortiz Corporation	371696	73,911.30	CIP 20-01 P1 Sewer Upsize Project
Public Emp Retirement	242830198	350,903.42	Service Period 9/17/24 – 9/30/24
AdminSure Inc	3543	102,759.03	WC Account Replenishment - Sept

FINANCIAL STATEMENT:
Warrant total $2,936,574.06

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. 15

WARRANT REGISTER # 15
10/10/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
SMART SOURCE OF CALI	COUNCIL MARCUS BUSH BUSINESS CARD	371706	10/10/24	54.48
SMART SOURCE OF CALI	PEDRO GARCIA JOB TITLE UNDER MOLINA ASSISTAN	371708	10/10/24	45.73
SMART SOURCE OF CALI	BUSINESS CARD FOR RODRIGUEZ ASSISTANTS	371708	10/10/24	110.93
SMART SOURCE OF CALI	MOP# 63845 - BUS CARD FOR DITAS YAMANE	371708	10/10/24	45.73
		Total for Department		**256.87**
Building/Planning				
NBS	LANDSCAPE MAINTENANCE DISTRICT ADMIN SERVIC	371691	10/10/24	1,500.00
NBS	LANDSCAPE MAINTENANCE DISTRICT ADMIN SERVIC	371692	10/10/24	1,894.00
SMART SOURCE OF CALI	MOP 63845 PLANNING ENVELOPES	371707	10/10/24	283.49
STAPLES BUSINESS ADV	PLN OFFICE SUPPLIES	371713	10/10/24	40.91
THE STAR NEWS	THE STAR-NEWS PUBLIC NOTICE	371720	10/10/24	99.94
		Total for Department		**3,818.34**
CAO				
SHER EDLING LLP	LEGAL SERVICES FOR SWEETWATER MARSH MATTE	371704	10/10/24	4,428.00
THOMSON REUTERS	WEST LAW /CAO	371721	10/10/24	637.84
THOMSON REUTERS	WEST LAW / CAO	371721	10/10/24	637.84
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	371760	10/10/24	875.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	371760	10/10/24	450.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR THE PORT OF	371760	10/10/24	2,975.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	371760	10/10/24	4,400.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	371760	10/10/24	98,723.56
DEVANEY PATE MORRIS	FOR CUMMINS LITIGATION MATTER	371760	10/10/24	77,492.21
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	371760	10/10/24	1,000.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION	371760	10/10/24	1,100.00
		Total for Department		**192,719.45**
City Clerk				
AMAZON	TRANSPARENT GLASSINE ENVELOPES	371739	10/10/24	39.81
AMAZON	BATTERIES AND CHARGER/AMAZON $50	371739	10/10/24	37.74
		Total for Department		**77.55**
CMO				
SMART & FINAL	CREAMER FOR CASA DE SALUD/ CAMACHO - CULTUF	371705	10/10/24	29.21
STAPLES BUSINESS ADV	MOP# - 45704 - CMO OFFICE AND MATERIALS	371712	10/10/24	208.09
ARJIS	FY 25 CONTRIBUTION FOR GRAFFITI TRACKER	371742	10/10/24	2,489.37
		Total for Department		**2,726.67**
Community Services/Nutrition/Library				
MASTER GARDNER ASSOC	SD MASTER GARDENER- LIVING ART PRESENTATION	371685	10/10/24	100.00

WARRANT REGISTER # 15
10/10/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MIDWEST TAPE, LLC	MIDWEST- BEETLEJUICE	371687	10/10/24	11.65
MYTURN COM PBC	RFW- MY TURN SUBSCRIPTION	371690	10/10/24	1,080.00
MYTURN COM PBC	RFW- MY TURN SUBSCRITION, U-TOOLIZE GRANT	371690	10/10/24	1,850.00
NOTEWORTHY PUPPETS	SUMMER READING PROGRAM- NOTEWORTHY PUPPE	371694	10/10/24	450.00
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371698	10/10/24	153.43
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371698	10/10/24	455.22
QUIRKABLE	SUMMER READING PROGRAM, MICHAEL RAYNER, EN	371699	10/10/24	400.00
RALPH COVERT	SUMMER READING PROGRAM- RALPH COVERT, ENTE	371700	10/10/24	450.00
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	371703	10/10/24	1,128.83
SMART SOURCE OF CALI	MOP 63845 MLK STAFF OFFICE SUPPLIES/CSD	371706	10/10/24	194.63
STAPLES BUSINESS ADV	MOP 45704- LIBRARY- INK PADS, SUPPLIES	371712	10/10/24	53.66
STAPLES BUSINESS ADV	MOP 45704 EL TOYON SUPPLIES/CSD	371712	10/10/24	37.06
STAPLES BUSINESS ADV	MOP 45704 CASA PROGRAMMING SUPPLIES/CSD	371712	10/10/24	54.33
STAPLES BUSINESS ADV	MOP 45704 EL TOYON SUPPLIES/CSD	371712	10/10/24	72.31
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371716	10/10/24	4,363.29
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371716	10/10/24	244.38
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371735	10/10/24	716.50
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371735	10/10/24	208.73
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371735	10/10/24	507.18
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371735	10/10/24	3,328.51
AMAZON	AMAZON- CIRC, REF. AND CHILDREN'S SUPPLIES	371739	10/10/24	335.04
AMAZON	U-TOOLIZE GRANT PURCHASES	371739	10/10/24	901.81
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	371756	10/10/24	64.17
EBSCO INFORMATION SE	EBSCO- PERIODICALS AND MAGAZINE SUBSCRIPTIOI	371761	10/10/24	19,525.00
FUN EXPRESS LLC	STAY AND PLAY GRANT- PRIZES	371768	10/10/24	136.85
GRIFFITHS, MARK	SUMMER READING PROGRAM- MARC GRIFFITHS, ENT	371774	10/10/24	385.00
			Total for Department	**37,207.58**

Engineering / PW's

NERI LANDSCAPE ARCHI	CIP 22-26 CAMACHO GYM RESTROOMS	371693	10/10/24	9,451.75
NERI LANDSCAPE ARCHI	NTP - LAS PALMAS PROJECT SCOPING	371693	10/10/24	33,422.00
ORTIZ CORPORATION	CIP 20-01 P1 SEWER UPSIZE PROJECT~	371696	10/10/24	73,911.30
PROJECT PROFESSIONAL	CIP 24-13 LAS PALMAS IMPROVEMENTS - ARPA	371697	10/10/24	31,022.17
PROJECT PROFESSIONAL	CIP 23-06 KIMBALL PARK DOG PARK - AMENDMENT 1	371697	10/10/24	2,663.25
PROJECT PROFESSIONAL	CIP 24-10 - KIMBALL PARK BALLFIELD LIGHTING -ARP/	371697	10/10/24	2,861.25
PROJECT PROFESSIONAL	LAS PALMAS POOL ANALYSIS AMENDMENT 1 - ARPA	371697	10/10/24	4,000.00
PROJECT PROFESSIONAL	LAS PALMAS IMPROVEMENTS - ARPA	371697	10/10/24	26,346.75
PROJECT PROFESSIONAL	CIP 23-06 KIMBALL PARK DOG PARK - AMENDMENT 1	371697	10/10/24	1,103.50
PROJECT PROFESSIONAL	CIP 24-10 - KIMBALL PARK BALLFIELD LIGHTING -ARP/	371697	10/10/24	2,633.00
PROJECT PROFESSIONAL	CIP 20-01 SEWER UPSIZING PHII	371697	10/10/24	1,609.50
PROJECT PROFESSIONAL	CIP 20-05 PD PISTOL RANGE SAFETY ENHNCMNT	371697	10/10/24	2,527.25
PROJECT PROFESSIONAL	CIP 20-04 PD GENERATOR & ELECTRIC UPGRADES	371697	10/10/24	2,084.00
SOLANA CENTER FOR	PROVIDE STATE BILL (SB) 1383 COMPLIANCE	371709	10/10/24	6,487.71
SOUTHWEST CONSTRUCTI	CIP 20-05 PISTOL RANGE HVAC AND SAFETY	371711	10/10/24	46,516.23
STC TRAFFIC INC	TRAFFIC SIGNAL SUPPORT SERVICES	371714	10/10/24	11,276.00
STC TRAFFIC INC	RACHEL AVE DRAINAGE	371714	10/10/24	720.00
STC TRAFFIC INC	PLAZA BLVD TSA & SYNCHRO	371714	10/10/24	2,230.00

WARRANT REGISTER # 15
10/10/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
STC TRAFFIC INC	SUPPORT SVCS 3131 VALLEY RD DRAINAGE REPAIR	371715	10/10/24	13,143.08
STC TRAFFIC INC	CIVIL ENG SVCS FOR E. 20TH DRAINAGE EVALUATION	371715	10/10/24	540.00
T'S & SIGNS INC	TSHIRTS FOR PW FY25-PW/PARKS	371717	10/10/24	253.94
THE SAN DIEGO UNION	FOR ADVERTISING NOTICE INVITING BIDS- CIP 22-26	371718	10/10/24	1,107.89
TURF STAR INC	LAWN MOWER TIRES EQM #391 FY25-PW/EQM	371723	10/10/24	1,455.86
UNITED LABORATORIES	CHEMICAL SUPPLIES FY25-PW/PARKS	371724	10/10/24	611.24
WATERLINE TECHNOLOGI	CITY WIDE POOL SERVICES FY25-PW/FAC	371726	10/10/24	484.28
WATERLINE TECHNOLOGI	CITY WIDE POOL SERVICES FY25-PW/FAC	371726	10/10/24	393.07
ANSER ADVISORY MANAG	CIP 19-25 WAYFINDING SIGNAGE	371740	10/10/24	5,202.00
ANSER ADVISORY MANAG	CIP 19-25 WAYFINDING SIGNAGE	371740	10/10/24	4,743.00
ANSER ADVISORY MANAG	NC ON CALL WASTEWATER MANAGEMENT SUPPORT	371740	10/10/24	9,156.95
ANSER ADVISORY MANAG	GRANT MANAGEMENT VILLA CIVIL APC	371740	10/10/24	22,302.25
ANSER ADVISORY MANAG	PRELIMINARY DESIGN SERVICES - 33-IN TRUNK SEW	371741	10/10/24	15,399.82
ANSER ADVISORY MANAG	PRELIMINARY DESIGN SERVICES - 33-IN TRUNK SEW	371741	10/10/24	1,390.00
ATLAS TECHNICAL CONS	PARADISE CREEK WATER QUALITY & COMM. ENHMN	371744	10/10/24	3,098.00
CANON SOLUTIONS AMER	EQUIPMENT USAGE CHARGE OF ENG SCANNER	371749	10/10/24	6.25
CANON SOLUTIONS AMER	EQUIPMENT BASE CHARGE OF ENG SCANNER	371749	10/10/24	88.57
CHEN RYAN ASSOCIATES	LOCAL COASTAL PROG, AMENDMENT PH1	371752	10/10/24	1,650.00
CHEN RYAN ASSOCIATES	CIP 23-13 24TH ST TRANSIT CENTER	371752	10/10/24	49,587.50
CHEN RYAN ASSOCIATES	LOCAL COASTAL PROG. AMENDMENT PH2	371752	10/10/24	1,271.25
CHEN RYAN ASSOCIATES	BAYSHORE BIKEWAY CONSTRUCTION ALLOCATION	371752	10/10/24	1,523.75
D-MAX ENGINEERING IN	CIP 19-11 PCWQCE PH2	371757	10/10/24	320.30
ENTERPRISE FLEET MAN	FY25 FLEET LEASE MANAGEMENT	371762	10/10/24	25,486.81
GEOSYNTEC CONSULTANT	AS-NEEDED HOMELESS ENCAMPMENT CLEANUP	371770	10/10/24	3,120.81
GEOSYNTEC CONSULTANT	CNC INDOOR FIREARM RANGE CPS	371770	10/10/24	1,249.50
GEOSYNTEC CONSULTANT	AS-NEEDED BIOHAZARDOUS CLEANUP RESPONSE	371770	10/10/24	9,970.36
GEOSYNTEC CONSULTANT	CONSULTING SERVICES FOR DUCK POND 2024 MONI	371770	10/10/24	2,431.00
GEOSYNTEC CONSULTANT	CONSULTING SERVICES FOR DUCK POND 2024 MONI	371770	10/10/24	896.75
GRAINGER	CEILING TILE FY25-PW/FAC	371773	10/10/24	990.23
GRAINGER	CEILING TILE CREDIT FY25-PW/FAC	371773	10/10/24	-990.23
HDR ENGINEERING, INC	CIP 19-11 PARADISE CREEK AT PLAZA PH2	371776	10/10/24	2,835.00
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK	371777	10/10/24	1,440.00
INNOVATIVE CONSTRUCT	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT	371777	10/10/24	45,578.00
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK	371777	10/10/24	3,455.50
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	371777	10/10/24	195.96
INNOVATIVE CONSTRUCT	CIP 22-09 EASTSIDE I-805 GREENBELT	371777	10/10/24	40,278.00
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	371777	10/10/24	164.04
INNOVATIVE CONSTRUCT	LAS PALMAS POOL SUPPORT	371777	10/10/24	1,198.00
INNOVATIVE CONSTRUCT	CIP 15-05 PC RESTORATION	371777	10/10/24	180.00
KIMLEY HORN AND	CIP 21-28 PARADISE WETLAND	371778	10/10/24	7,938.59
KIMLEY HORN AND	CIP 21-28 PARADISE WETLAND	371778	10/10/24	4,060.00
KIMLEY HORN AND	CIP 19-25 CITYWIDE BICYCLE WAYFINDING PROJECT	371779	10/10/24	953.67
LEIGHTON CONSULTING	CIP 22-09 EASTSIDE I-805 COMNITY GREENBELT PRO	371782	10/10/24	10,910.63
LEIGHTON CONSULTING	CIP 22-09 EASTSIDE I-805 COMM. GREENBELT PROJ.	371782	10/10/24	10,577.45
DANIEL & YVONNE HARW	T&A 90708 REFUND FOR FINISHED PROJ. RET. WALL	371783	10/10/24	1,963.83
DANIEL & YVONNE HARW	T&A 90709 REFUND FOR BOND PRJ. 3102 STOCKMAN	371783	10/10/24	3,000.00
			Total for Department	**572,478.56**

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10/10/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Finance				
MUNISERVICES	ACFR DIRECT & OVERLAPPING DEBT REPORT 22-23/2	371689	10/10/24	1,400.00
WOODRUFF & SMART	RSWA - LEGAL SERVICES - OCTOBER 2024	371729	10/10/24	2,500.00
WOODRUFF & SMART	RSWA - GENERAL MANAGER MONTHLY INVOICE OCT	371730	10/10/24	4,750.00
AK & COMPANY	1ST OF TWO INSTALLMENTS FOR FY24-25	371734	10/10/24	4,625.00
ALLIANT INSURANCE SE	RSWA - SPECIAL LIABILITY INS - 9/29/24-9/29/25	371736	10/10/24	6,460.17
BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD 10/01/24-10/31/2	371747	10/10/24	609.84
CAPPO INC	CAPPO CONFERENCE REGISTRATION FOR DEBBIE LU	371751	10/10/24	595.00
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 8/1/24-8/3	371753	10/10/24	48.01
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 8/1/24-8/3	371753	10/10/24	64.70
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 8/1/24-8/3	371753	10/10/24	6.87
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 8/1/24-8/3	371753	10/10/24	19.03
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 8/1/24-8/3	371753	10/10/24	30.33
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 8/1/24-8/3	371753	10/10/24	20.50
FIRE PREVENTION SERV	REIMBURSE FOR WEED ABATEMENT / PROGRAM FY2	371766	10/10/24	9,974.73
FORVIS MAZARS, LLP	RSWA - STATE CONTROLLERS REPORT PREP FOR RS	371767	10/10/24	300.00
			Total for Department	**31,404.18**
Fire				
LIFECOM, INC.	SERVICE/REPAIRS AND CALIBRATION OF RKI GX-2012	371683	10/10/24	716.25
MES CALIFORNIA	FIREFIGHTING GLOVES AND HELMET LIGHTS	371686	10/10/24	1,846.73
MES CALIFORNIA	FIREFIGHTING GLOVES AND HELMET LIGHTS	371686	10/10/24	288.69
MES CALIFORNIA	FIREFIGHTING GLOVES AND HELMET LIGHTS	371686	10/10/24	288.69
MONTANO, HECTOR	DELIVERY OF SPANISH & CERT ACADEMY CLASSES 9	371688	10/10/24	1,800.00
STAPLES BUSINESS ADV	FIRE STATION OFFICE SUPPLIES	371712	10/10/24	12.93
AT & T INC	MONTHLY PHONE SVCS TO RECV DISPATCH EMERGN	371743	10/10/24	554.97
BETTER CHOICE COSTUM	PUBLIC EDUC MATERIALS FIRE HELMETS FOR KIDS	371746	10/10/24	653.36
ESPIRITU, JOWARSKI	REIMBURSMT, PARKING FEES (SUMMER & FALL SEMI	371763	10/10/24	84.95
FASTSIGNS	FIRE PREVENTION BANNER/FAST SIGNS $336	371764	10/10/24	335.54
FASTSIGNS	VEHICLE INSIGNIAS/FASTSIGNS $419.91	371764	10/10/24	419.91
FEDEX	GAS MONITORED RETURNED TO LIFECOM	371765	10/10/24	42.47
L N CURTIS & SONS	REPLACE OLD AND BROKEN HOSE	371780	10/10/24	9,542.81
L N CURTIS & SONS	OUTFITTING OF NEW FIRE ENGINE, SMITH TRUCK EQ	371780	10/10/24	318.37
			Total for Department	**16,905.67**
Housing / Sec 8				
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	371695	10/10/24	703.99
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	371695	10/10/24	22.17
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	371695	10/10/24	119.60
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTON 8 DEPARTMENT	371695	10/10/24	52.25
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	371695	10/10/24	572.75
SMART SOURCE OF CALI	#10 WINDOW ENVELOPES O SECTION 8 DEPARTMENT	371708	10/10/24	1,011.38
			Total for Department	**2,482.14**

WARRANT REGISTER # 15
10/10/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Human Resources				
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	371682	10/10/24	218.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	371682	10/10/24	746.00
LUSCHER HAILEY KATHR	REIMBURSEMENT FOR SUPPLIES/SW COLL ANNUAL .	371684	10/10/24	75.14
SANCHEZ, EDUARDO	REIMBURSEMENT FOR EDUCATIONAL EXPENSES/SAI	371702	10/10/24	864.07
AETNA BEHAVIORAL HEA	EMPLOYEE ASSISTANCE PROGRAM FOR NOVEMBER	371733	10/10/24	825.60
AETNA BEHAVIORAL HEA	EMPLOYEE ASSISTANCE PROGRAM/OCTOBER	371733	10/10/24	825.60
ALTA LANGUAGE SERVIC	EMPLOYEE BILINGUAL TESTING	371737	10/10/24	330.00
ESPIRITU, JOWARSKI	REIMBURSEMENT FOR EDUCATIONAL EXPENSES/ESI	371763	10/10/24	885.93
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION SE	371769	10/10/24	6.00
GOLDEN ERGONOMICS	COMPREHENSIVE ERGONOMIC EVALUATION AND RE	371771	10/10/24	950.00
GOVERNMENT TRAINING	SD EMPLOYMENT RELATIONS CONSORTIUM FEES/TF	371772	10/10/24	2,588.00
			Total for Department	**8,314.34**
MIS				
			Total for Department	**0.00**
NSD				
SMART SOURCE OF CALI	VEHICLE IMPOUND WARNING DECAL/SMART SOURCE	371706	10/10/24	765.60
SMART SOURCE OF CALI	MOP 63845 BUSINESS CARDS	371708	10/10/24	45.73
SMART SOURCE OF CALI	MOP 63845 SMART SOURCE BUSINESS CARDS SORIA	371708	10/10/24	46.73
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	371719	10/10/24	290.81
VISTA PAINT	AIRLESS PAINT SPRAYER REPAIR	371725	10/10/24	1,665.11
CODE ENFORCEMENT	PRC#T3307 COSS (15HR COURSE) FOR MARILYN VILL	371754	10/10/24	250.00
DATA TICKET INC	ELECTRONIC PERMIT CITATION SYSTEM&PARKING S	371759	10/10/24	1,606.00
			Total for Department	**4,669.98**
Police				
SAN DIEGO POLICE EQU	BALLISTIC VEST / PD	371701	10/10/24	2,653.00
SAN DIEGO POLICE EQU	BALLISTIC VEST / PD	371701	10/10/24	4,421.67
SMART SOURCE OF CALI	MOP 63845. BUSINESS CARDS / PD	371706	10/10/24	128.43
SMART SOURCE OF CALI	MOP 63845. WINDOW ENVELOPES / PD	371706	10/10/24	458.90
SMART SOURCE OF CALI	MOP 63845. BUSINESS CARDS / PD	371706	10/10/24	61.94
SMART SOURCE OF CALI	MOP 63845. BUSINESS CARDS / PD	371706	10/10/24	54.48
SOSA, PAMELA	REIMBURS PRC T3224 BACKGRND TRAVEL FOR HIRIN	371710	10/10/24	146.92
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371712	10/10/24	83.02
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371712	10/10/24	125.11
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371712	10/10/24	71.11
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371712	10/10/24	395.76
TRAINING INNOVATIONS	TRAINING TMS SOFTWARE SUPPORT SUBSCRIPTION	371722	10/10/24	882.00
WEST COAST ERGONOMIC	ERGONOMIC CHAIR COVARRUBIAS	371727	10/10/24	632.47
WILLY'S ELECTRONIC S	MOP# 45763. ELECTRICAL SUPPLIES / PD	371728	10/10/24	195.47
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FOR FY25	371732	10/10/24	1,013.96
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FOR FY25	371732	10/10/24	120.67

WARRANT REGISTER # 15
10/10/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FOR FY25	371732	10/10/24	189.62
BEHAVIORAL ANALYSIS	TUITION: NWILLIAMS INTERVIEW AND INTERROGATIC	371745	10/10/24	575.00
CALLYO 2009 CORP	CALLYO STANDARD RENEWAL / PD	371748	10/10/24	3,540.00
GRAINGER	MOP# 45758. SUPPLIES FOR PD	371773	10/10/24	119.73
GUILLEN, LAUREN E.	REIM: LGUILLEN IACA CONFERENCE	371775	10/10/24	246.89
LASER SAVER INC	MOP 45725. INK CARTRIDGES / PD	371781	10/10/24	755.65
LASER SAVER INC	MOP 45725. INK CARTRIDGES / PD	371781	10/10/24	483.83
LASER SAVER INC	MOP 45725. INK CARTRIDGES / PD	371781	10/10/24	543.64
			Total for Department	**17,899.27**
Risk				
SMART SOURCE OF CALI	MOP #63845/OFFICE SUPPLIES/RISK MANAGEMENT	371706	10/10/24	54.48
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/RISK MANAGEMENT	371712	10/10/24	68.23
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/RISK MANAGEMENT/C	371712	10/10/24	-68.23
AMAYA, MARIAELENA P	REIMBURSEMENT FOR RISK LIABILITY OFFICE SUPPL	371738	10/10/24	46.19
CANTRELL, LEE, PHARM	UMANA, ROBERTO, ET AL., VS. CNC, ET AL.	371750	10/10/24	1,500.00
COLLISION AND INJURY	VARGAS, NORA V. CITY OF NATIONAL CITY, ET AL.	371755	10/10/24	4,726.50
			Total for Department	**6,327.17**
			A/P Total	**897,287.77**

PAYROLL

Pay period	Start Date	End Date	Check Date	
21	9/17/2024	9/30/2024	10/9/2024	**1,544,659.09**

WIRED PAYMENTS

Engineering / PW's				
ARCO BUSINESS SOLUTI	FUEL FOR CITY FLEET SEPT FY25-PW/EQM	242770162	10/4/24	40,964.75
Finance				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 09/17/2024-09/30/2024	242830198	10/10/24	350,903.42
Human Resources				
ADMINSURE INC	WORKERS' COMP ACCT REPLINISHMENT-SEPTEMBEI	3543	10/10/24	102,759.03
	GRAND TOTAL			**2,936,574.06**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #16 for the Period of 10/11/24 through 10/17/24 in the Amount of $6,085,986.34

RECOMMENDATION:
Ratify Warrants Totaling $6,085,986.34

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for period 10/11/24 – 10/17/24. Consistent with Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Dale K. Galipo, Inc	371798	$350,000.00	Settlement – Bhandari Matter
Dick Miller Inc	371804	$577,600.53	CIP 22-09 Eastside I-805 Comm Greenbelt
Dick Miller Inc	371805	$ 91,484.91	CIP 22-09 Eastside I-805 Comm Greenbelt
Health Net Inc	371813	$ 66,880.20	Grp# R1192A – Nov 2024 Health Ins
The Bank of NY	4505	$1,069,758.47	2021 Taxable Pension Obligation Bonds
The Bank of NY	4505	$3,680,000.00	2021 Taxable Pension Obligation Bonds

FINANCIAL STATEMENT:
Warrant Total $6,085,986.34

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

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

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

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – Warrant Register No. 16

WARRANT REGISTER # 16
10/17/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
STAPLES BUSINESS ADV	MOP#45704 - MARCUS BUSH SIGNATURE STAMP	371837	10/17/24	56.32
			Total for Department	**56.32**
Building/Planning				
			Total for Department	**0.00**
CAO				
DALE K. GALIPO, INC.	SETTLEMENT - BHANDARI MATTER	371798	10/17/24	350,000.00
			Total for Department	**350,000.00**
City Clerk				
			Total for Department	**0.00**
CMO				
			Total for Department	**0.00**
Community Services/Nutrition/Library				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371786	10/17/24	86.96
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371786	10/17/24	323.96
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371786	10/17/24	60.89
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371786	10/17/24	318.58
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371786	10/17/24	698.90
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371786	10/17/24	1,170.44
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371786	10/17/24	941.77
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371786	10/17/24	2,324.48
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371786	10/17/24	1,933.47
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	371833	10/17/24	929.05
STAPLES BUSINESS ADV	MOP 45704 SR OFFICE & PRG SUPPLIES/CSD	371837	10/17/24	24.67
STAPLES BUSINESS ADV	MOP 45704 SR OFFICE & PRG SUPPLIES/CSD	371837	10/17/24	82.63
			Total for Department	**8,895.80**
Engineering / PW's				
A & A AUTO GLASS INC	WINDSHIELD FOR VEH #081 FY25-PW/EQM	371785	10/17/24	369.04
ASBURY ENVIRONMENTAL	PICK UP USED OIL FILTERS FY25-PW/EQM	371787	10/17/24	92.00
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS FY25-PW/FAC	371788	10/17/24	750.00
ATLAS TECHNICAL CONS	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT	371791	10/17/24	2,363.50
BMW MOTORCYCLES OF E	AUTO REPAIRS FY25-PW/EQM	371792	10/17/24	1,762.64

WARRANT REGISTER # 16
10/17/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
BMW MOTORCYCLES OF E	AUTO REPAIRS FY25-PW/EQM	371792	10/17/24	926.43
BMW MOTORCYCLES OF E	AUTO REPAIRS FY25-PW/EQM	371792	10/17/24	309.88
BMW MOTORCYCLES OF E	AUTO REPAIRS FY25-PW/EQM	371792	10/17/24	1,848.21
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	371794	10/17/24	133.33
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	371794	10/17/24	133.33
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	371794	10/17/24	27.46
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	371795	10/17/24	405.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	371795	10/17/24	305.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	371795	10/17/24	405.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	371795	10/17/24	405.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	371795	10/17/24	405.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	371795	10/17/24	505.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	371795	10/17/24	405.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	371795	10/17/24	305.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	371795	10/17/24	505.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	371795	10/17/24	305.00
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT P	371804	10/17/24	577,600.53
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT P	371805	10/17/24	91,484.91
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371808	10/17/24	24.65
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371808	10/17/24	24.65
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371808	10/17/24	239.05
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371817	10/17/24	17.36
HOME DEPOT CREDIT SE	MISC STREET SUPPLIES FOR FY25-PW/STS	371817	10/17/24	294.27
HOME DEPOT CREDIT SE	MISC PARK MAINTENANCE SUPPLIES FOR FY25-PW/F	371817	10/17/24	103.87
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371818	10/17/24	250.00
MAG CDRJ CV LLC	SENSORS FOR FIRE VEH #487 FY25-PW/EQM	371819	10/17/24	1,313.60
NATIONAL CITY TROPHY	MOP 66556 NAME PLATE FY25-PW/FAC	371821	10/17/24	23.76
NATIONAL CITY TROPHY	MOP 66556 NAME PLATE FY25-PW/FAC	371821	10/17/24	23.76
O'REILLY AUTO PARTS	MOP 75877 REMAINING BALANCE FY25-PW/EQM	371822	10/17/24	50.78
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	2,194.15
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	371823	10/17/24	55.00
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371824	10/17/24	34.09
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	371825	10/17/24	101.39
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	371825	10/17/24	354.34
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371827	10/17/24	328.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371827	10/17/24	13.57
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371827	10/17/24	136.85
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371827	10/17/24	402.67
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371827	10/17/24	83.98
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	371827	10/17/24	103.16
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	371827	10/17/24	29.35
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	371827	10/17/24	103.51
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	371827	10/17/24	130.41
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	371827	10/17/24	142.56
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	371828	10/17/24	59.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	371828	10/17/24	59.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371828	10/17/24	45.24
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371828	10/17/24	17.80
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371828	10/17/24	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	371828	10/17/24	136.48
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	371828	10/17/24	75.75
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371828	10/17/24	93.51
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371828	10/17/24	384.21
R & R CONTROLS, INC	ENVIRONMENTAL CONTROL SYSTEMS FY25-PW/FAC	371829	10/17/24	625.00
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW/ST	371830	10/17/24	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW/ST	371830	10/17/24	97.35
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES SEPT FY25-PW/F	371830	10/17/24	159.80
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES SEPT FY25-PW/F	371831	10/17/24	6,262.74
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371832	10/17/24	2,216.54
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371832	10/17/24	2,242.68
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371836	10/17/24	483.75
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371836	10/17/24	767.42
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371836	10/17/24	12,692.43
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371836	10/17/24	264.61
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371836	10/17/24	5,400.00
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	371837	10/17/24	111.88
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/FAC	371837	10/17/24	41.17
T'S & SIGNS INC	SHIRTS FOR PW/EQM FY25-PW	371838	10/17/24	377.36
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	371840	10/17/24	298.60
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	371840	10/17/24	139.09
VISTA PAINT	PAINT SUPPLIES FY25-PW/FAC	371841	10/17/24	710.18
VORTEX INDUSTRIES IN	CITY WIDE ON SITE REPAIRS FY25-PW/FAC	371842	10/17/24	962.80
VORTEX INDUSTRIES IN	CITY WIDE ON SITE REPAIRS FY25-PW/FAC	371842	10/17/24	3,739.15
VORTEX INDUSTRIES IN	CITY WIDE ON SITE REPAIRS FY25-PW/FAC	371842	10/17/24	972.50
VORTEX INDUSTRIES IN	CITY WIDE ON SITE REPAIRS FY25-PW/FAC	371842	10/17/24	972.50
VORTEX INDUSTRIES IN	CITY WIDE ON SITE REPAIRS FY25-PW/FAC	371842	10/17/24	3,757.65
VORTEX INDUSTRIES IN	CITY WIDE ON SITE REPAIRS FY25-PW/FAC	371842	10/17/24	1,150.30
WEST COAST ARBORISTS	CITY WIDE TREE TRIMMING FY25-PW/PARKS	371843	10/17/24	1,220.00

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
WETMORES	EXHAUST RESONATOR AND PIPE FY25-PW/EQM	371844	10/17/24	573.82
WILLY'S ELECTRONIC S	MOP 45763 INFRARED THERMOMETER FY25-PW/FAC	371845	10/17/24	73.93
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/EQM	371845	10/17/24	68.47
			Total for Department	**736,629.53**
Finance				
HEALTH NET INC	GRP #GX011A - NOV 2024 HEALTH NET INSURANCE	371809	10/17/24	36,991.36
HEALTH NET INC	GRP #LB439A - NOV 2024 HEALTH NET INSURANCE	371810	10/17/24	27,065.96
HEALTH NET INC	GRP #LB439F - NOV 2024 HEALTH NET INSURANCE	371811	10/17/24	777.39
HEALTH NET INC	GRP #N8240A - NOV 2024 HEALTH NET INSURANCE	371812	10/17/24	2,019.15
HEALTH NET INC	GRP #R1192A - NOV 2024 HEALTH NET INSURANCE	371813	10/17/24	66,880.20
HEALTH NET INC	GRP #R1192R - NOV 2024 HEALTH NET INSURANCE	371814	10/17/24	920.47
HEALTH NET INC	GRP #ZI454A - NOV 2024 HEALTH NET INSURANCE	371815	10/17/24	336.74
HEALTH NET INC	GRP #ZI454F - NOV 2024 HEALTH NET INSURANCE	371816	10/17/24	3.02
SOLANA CENTER FOR	RSWA SB1383 COMPLIANCE SUPPORT SERVS 7/1/24-	371834	10/17/24	2,400.00
			Total for Department	**137,394.29**
Fire				
EAST, LAURICE	EDUCATIONAL REIMBURSMENT FF EAST-DRIVER OP	371806	10/17/24	470.00
MES CALIFORNIA	ITEM MES-EXCALIBUR-LARGE REGULAR, MES-EXCAL	371820	10/17/24	570.83
			Total for Department	**1,040.83**
Housing / Sec 8				
STAPLES BUSINESS ADV	OFFICE SUPPLIES/HOUSING DEPARTMENT	371837	10/17/24	62.67
WSP USA INC	FOCUSED GENERAL PLAN UPDATE TO INCLUDE HOU	371846	10/17/24	1,833.15
WSP USA INC	FOCUSED GENERAL PLAN UPDATE TO INCLUDE HOU	371846	10/17/24	3,080.67
			Total for Department	**4,976.49**
Human Resources				
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	371837	10/17/24	139.36
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	371837	10/17/24	79.47
			Total for Department	**218.83**
MIS				
AT&T	SBC/AT&T DATA/PHONES FY25	371789	10/17/24	107.22
AT&T	SBC/AT&T DATA/PHONES FY25	371790	10/17/24	120.80
AT&T	SBC/AT&T DATA/PHONES FY25	371790	10/17/24	1,916.39
AT&T	SBC/AT&T DATA/PHONES FY25	371790	10/17/24	196.68
AT&T	SBC/AT&T DATA/PHONES FY25	371790	10/17/24	1,926.61
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371796	10/17/24	302.53
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371797	10/17/24	235.82
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371797	10/17/24	2,060.43

WARRANT REGISTER # 16
10/17/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	**6,866.48**
NSD				
			Total for Department	**0.00**
Police				
CRUZ, JORGE	PURCHASE OF PUMPKINS AND FOOD FOR POLICE EV	371784	10/15/24	700.00
BROWDER, MARIE A	REIM: MBROWDER 2024 CCUG SEMINAR	371793	10/17/24	1,200.29
FUSTON, STEPHANIE	TRAINING REIM FOR THE POST BCKGRND INV PRC T3	371807	10/17/24	90.00
FUSTON, STEPHANIE	TRAINING REIM FOR THE POST BCKGRND INV PRC T3	371807	10/17/24	134.00
PRIMAL RESPONSE TRAI	RED DOT INSTRUCTOR COURSE	371826	10/17/24	5,000.00
SOSA, PAMELA	TRAINING POST PLAN 1 ADV MEAL SUBST FTO PRC T	371835	10/17/24	336.00
THE COUNSELING TEAM	TRAINING: WELLNESS COORDINATOR - JCAMACHO	371839	10/17/24	750.00
			Total for Department	**8,210.29**
Risk				
DEAN GAZZO ROISTACHE	UMANA, ROBERTO, ET AL., VS. CNC, ET AL.	371799	10/17/24	1,830.39
DEAN GAZZO ROISTACHE	VARGAS, NORA VS. CITY OF NATIONAL CITY, ET AL.	371800	10/17/24	2,866.39
DEAN GAZZO ROISTACHE	THOMAS, FRANK VS. CITY OF NATIONAL CITY, ET AL.	371801	10/17/24	2,536.70
DEAN GAZZO ROISTACHE	ALEGRE, ESTATE OF LUIS JOSUE, ET AL. VS. CNC	371802	10/17/24	1,216.00
DEAN GAZZO ROISTACHE	GOGUE, III, TOMAS VS. CITY OF NATIONAL CITY, ET A	371803	10/17/24	1,633.00
			Total for Department	**10,082.48**
			A/P Total	**1,264,371.34**
WIRED PAYMENTS				
Finance				
THE BANK OF NEW YORK	2021 TAXABLE PENSION OBLIGATION BONDS	4505	10/17/24	1,069,758.47
THE BANK OF NEW YORK	2021 TAXABLE PENSION OBLIGATION BONDS	4505	10/17/24	3,680,000.00
Human Resources				
PAYCHEX BENEFIT TECH	BENETRAC ESR SERVICES BASE FEE-OCT2024	242840094	10/11/24	803.00
SECTION 8 HAPS	**Start Date**	**End Date**		
	10/15/2024	10/15/2024		**71,053.53**
		GRAND TOTAL		**6,085,986.34**

AGENDA REPORT

Department: **Planning**
Prepared by: **Martin Reeder, AICP – Asst. Director of Community Development**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Conditional Use Permit for the Sale of Beer, Wine, and Distilled Spirits (ABC Type-21) at an Existing Grocery Store (Manolo Farmers Market) located at 303 Highland Avenue.

RECOMMENDATION:
Staff Recommends Adoption of the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving a Conditional Use Permit for the Sale of Beer, Wine, and Distilled Spirits (ABC Type-21) at an Existing Grocery Store (Manolo Farmers Market) Located at 303 Highland Avenue."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The Planning Commission held a public hearing on October 7, 2024 and recommended approval of the CUP by unanimous vote of those members present. Two commissioners abstained due to proximity to the project location and one commissioner was absent.

EXPLANATION:

Executive Summary
The applicant (Manolo Farmers Market) proposes to upgrade their existing ABC Type-20 license (off-sale beer and wine) to an ABC Type-21 (off-sale beer, wine, and distilled spirits). Existing and proposed hours of alcohol sales are 7:00 a.m. to 10:00 p.m. daily.

Planning Commission Action
The Planning Commission held a public hearing on October 7, 2024. Six community members spoke in opposition to the project, with three more registering their position, but not wishing to speak. One written public comment was included with the Planning Commission staff report, with another submitted prior to the meeting. All comments are attached as Exhibit I. Ultimately, the Planning Commission recommended approval of the CUP by unanimous vote of those members present (four). Two commissioners abstained due to their properties being within 500 feet of the project area and one commissioner was absent.

Site Characteristics
Manolo Farmers Market is an existing 27,000 square-foot grocery store located on the east side of Highland Avenue between East 2nd Street and East 4th Street in the Minor Mixed-Use Corridor

(MXC-1) zone. The grocery store is located on its own parcel. The site is surrounded by various commercial and residential uses.

The location was previously approved for the sale of beer and wine for off-site consumption within a retail grocery store in 1990 and received an additional CUP approval for extended hours in 2000.

Proposed Use

The business is proposing to sell distilled spirits in addition to the currently-licensed beer and wine for off-site consumption (ABC Type-21 alcohol license). The applicant is proposing to add a distilled spirits shelf located behind the front counter, where only employees will be able to access it. Staff is recommending the distilled spirits be secured in addition to being behind the employee counter (condition of approval).

The location currently has an approved Conditional Use Permit and ABC license for the sale of beer and wine. The previously approved hours for alcohol sales were 7:00 a.m. to 11:00 p.m. daily. The applicant's request for the proposed hours of 7:00 a.m. to 10:00 p.m. daily reflect the current hours of operation at the store. Per the applicant's floor plan, the area dedicated to alcohol sales is approximately 408 square feet with only one additional fixture (64 square feet) proposed for the sale of distilled spirits. This represents approximately 1.7% of the floor area of the grocery store.

Analysis

Section 18.30.050 of the Land Use Code allows for alcohol sales for off-site consumption with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation for Alcohol Sales

Conditions of approval for alcohol sales reflect what the applicant has requested (7:00 a.m. to 10:00 p.m. daily).

Mailing

All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 737 occupants and owners.

Community Meeting

Pursuant to Section 18.30.050 (C) of the Land Use Code, a community meeting was held on Monday, July 8, 2024 at 12:00 p.m. at the store. The meeting advertisement is attached (Attachment 8). There were no community members in attendance.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently four off-sale licenses in census tract 118.02, where a maximum of four are recommended. The applicant holds one of the existing licenses. The census tract is not considered over concentrated with off-site alcohol sales outlets by ABC. No increase in the amount of licenses would occur.

Many of the issues related to off-sale licenses are related to the availability of smaller quantities and cheaper products, most of which are related to businesses not originally subject to a CUP (legal nonconforming). However, businesses with CUPs are limited to the quantity and size of beer bottles (e.g., no sale of single cans or bottles) and the size of wine bottles and their alcoholic content (e.g., containers less than 750 milliliters nor greater than 15% content by volume). Because the subject business has an existing CUP, it is already subject to standard conditions related to alcohol.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 11 points, which places it in the Low Risk category (Low Risk is considered 12 points or less). The risk assessment is included as Exhibit F.

Institute for Public Strategies (IPS)

Comments were received from IPS with the following considerations:

1. Require in-person Responsible Beverage Sales and Service (RBSS) training for all staff.
2. Require daily litter removal and timely graffiti removal from areas under control of the licensee.
3. Post in English and Spanish a notice that state law prohibits sales of alcoholic beverages to persons under age 21.
4. Post and maintain signage stating that no open alcoholic beverage containers are allowed on the premises and no loitering is allowed on or in front of the premises.

Staff has included conditions of approval in the attached draft resolution pertaining to all of the above recommendations. IPS comments are included as Exhibit G.

Findings for Approval

The following are the required findings in the attached resolution:

1. Allowable Use: Alcohol sales in conjunction with a grocery store are allowable within the Minor Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code (LUC) for alcohol sales, as discussed in the staff report. Sales will be incidental to the existing grocery store in a commercial area.

2. General Plan Consistency: Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a grocery store with alcohol sales is consistent with the Minor Mixed-Use Corridor zone land use designation contained in the Land Use Code and Community Character element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of a grocery store.

4. No Nuisance: The proposed use will be subject to conditions that limit hours and the manner in which alcohol is sold. In addition, all staff members serving alcohol are required to receive RBSS training.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in the Minor Mixed-Use Corridor zone.

6. Public Convenience and Necessity: The grocery store, a permitted use in the Minor Mixed-Use Corridor zone, will benefit from the sale of alcohol. The sale of beer, wine, and distilled spirits will contribute to a diversity of local commercial offerings in the area.

Findings for Denial

The following are findings for denial due to nearby businesses that offer off-sale beer, wine, and distilled spirits together:

1. The proposed use is not deemed essential to the public necessity, as there are already four retail outlets in the same census tract that sell alcohol, including the existing license on site.

2. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for off-site sales of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to off-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for off-site consumption being a conditionally-allowed use in the Minor Mixed-Use Corridor zone. The addition of distilled spirits to the sale of beer and wine at an existing grocery store will contribute to the diversity of commercial offerings in the area. Conditions requiring compliance with City Council Policy 707 are intended to alleviate concerns relate to area impacts should the CUP be approved.

Options

1. Approve 2024-11 CUP subject to the conditions included in the Resolution and based on the findings included in the Resolution, or findings to be determined by the City Council; or,

2. Deny 2024-11 CUP based on the attached findings, or findings to be determined by the City Council; or,

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

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.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Resolution
Exhibit B – Overhead
Exhibit C – Applicants Plans
Exhibit D – Public Hearing Notice
Exhibit E – Census Tract & Police Beat Maps
Exhibit F – Police Department Risk Assessment
Exhibit G – IPS Comments
Exhibit H – Community Meeting Information
Exhibit I – Public Comment presented at October 7, 2024 Planning Commission meeting
Exhibit J – Planning Commission Resolution 2024-14

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING GROCERY STORE (MANOLO FARMERS MARKET) LOCATED AT 303 HIGHLAND AVENUE.

WHEREAS, the City Council of the City of National City considered a Conditional Use Permit for off-site sale of beer, wine, and distilled spirits at an existing grocery store (Manolo Farmers Market) located at 303 Highland Avenue; and

WHEREAS, at said public hearing the City Council considered the staff report contained in Case File No. 2024-11 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and

WHEREAS, the Planning Commission of the City of National City considered the Conditional Use Permit application at a duly advertised public hearing held on October 7, 2024, at which time the Commission recommended approval of the Conditional Use Permit; and

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

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 determines the following:

1. The proposed addition of distilled spirits sales 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 alcohol sales in conjunction with a grocery store are allowable within the Minor Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. Sales will be incidental to the existing grocery store in a commercial area. Furthermore, alcohol sales (beer and wine) have been approved for sale on site since 1990.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the

Land Use Code, which is consistent with the General Plan. In addition, a grocery store with alcohol sales is consistent with the Minor Mixed-Use Corridor zone land use designation contained in the Land Use Code and Community Character element of the General 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 no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

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 no expansion of the building is proposed. The proposed uses would be incidental to the primary use of a grocery store.

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 proposed use will be subject to conditions that limit hours and the manner in which alcohol is sold. In addition, all staff members serving alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in the Minor Mixed-Use Corridor zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the grocery store, a permitted use in the Minor Mixed-Use Corridor zone, will benefit from the sale of alcohol. The sale of beer, wine, and distilled spirits will contribute to a diversity of local commercial offerings in the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the off-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding

uses, will not cause a nuisance, and will benefit the community with a more diverse selection of goods to purchase from the grocer.

Section 2: That the City Council hereby approves the Conditional Use Permit subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer, wine, and distilled spirits for off-site consumption at an existing grocery store (Manolo Farmers Market) located at 303 Highland Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024.11 CUP, dated 8/29/2024.
2. Unless specifically modified by this resolution, all Conditions of Approval of Planning Commission Resolution No. 20-2000 shall remain in full force and effect.
3. 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 Director of Community Development prior to recordation.
4. This permit shall become null and void at such time as there is no longer a Type 21 California Department of Alcoholic Beverage Control license associated with the property.
5. 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.
6. 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.
7. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.

Planning

8. No sales of distilled spirits shall be permitted until the applicant has been issued a Type 21 license from the California Department of Alcoholic Beverage Control.
9. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the Permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
10. The sale of alcoholic beverages shall only be permitted between the hours of 7:00 a.m. and 10:00 p.m. daily. Sales are only permitted during times when the store is open for the purchase of general commodities.
11. Distilled spirits shall be stored in a lockable cabinet behind the sales counter accessible only to properly trained employees.
12. Prior to the commencement of sales of distilled spirits, the applicant shall implement an electronic age verification system capable of scanning IDs at all points of sale where alcohol may be purchased. The system shall be capable of identifying fake IDs and persons under the age of 21. This system shall be maintained in working order for the life of this permit. The applicant shall continue to incorporate best practices as advised by ABC, which can be found online at https://www.abc.ca.gov/education/licensee-education/checking-identification/.
13. Applicant shall provide revised floor plan.
14. All required signage related to the sale of alcohol shall be written in both English and Spanish translation.
15. The premises shall be kept free of graffiti and litter in conformance with the National City Municipal Code. The operator or property manager shall take responsive action within a 24-hour period upon the receipt of any notice provided by Code Enforcement pertaining to graffiti or litter.
16. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
17. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

18. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, advertising, or display of alcoholic beverages.

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.

Section 3: 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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

2024-11 CUP – 303 Highland Avenue – Overhead

N

EXHIBIT B

EXHIBIT C

FOODLAND MARKET

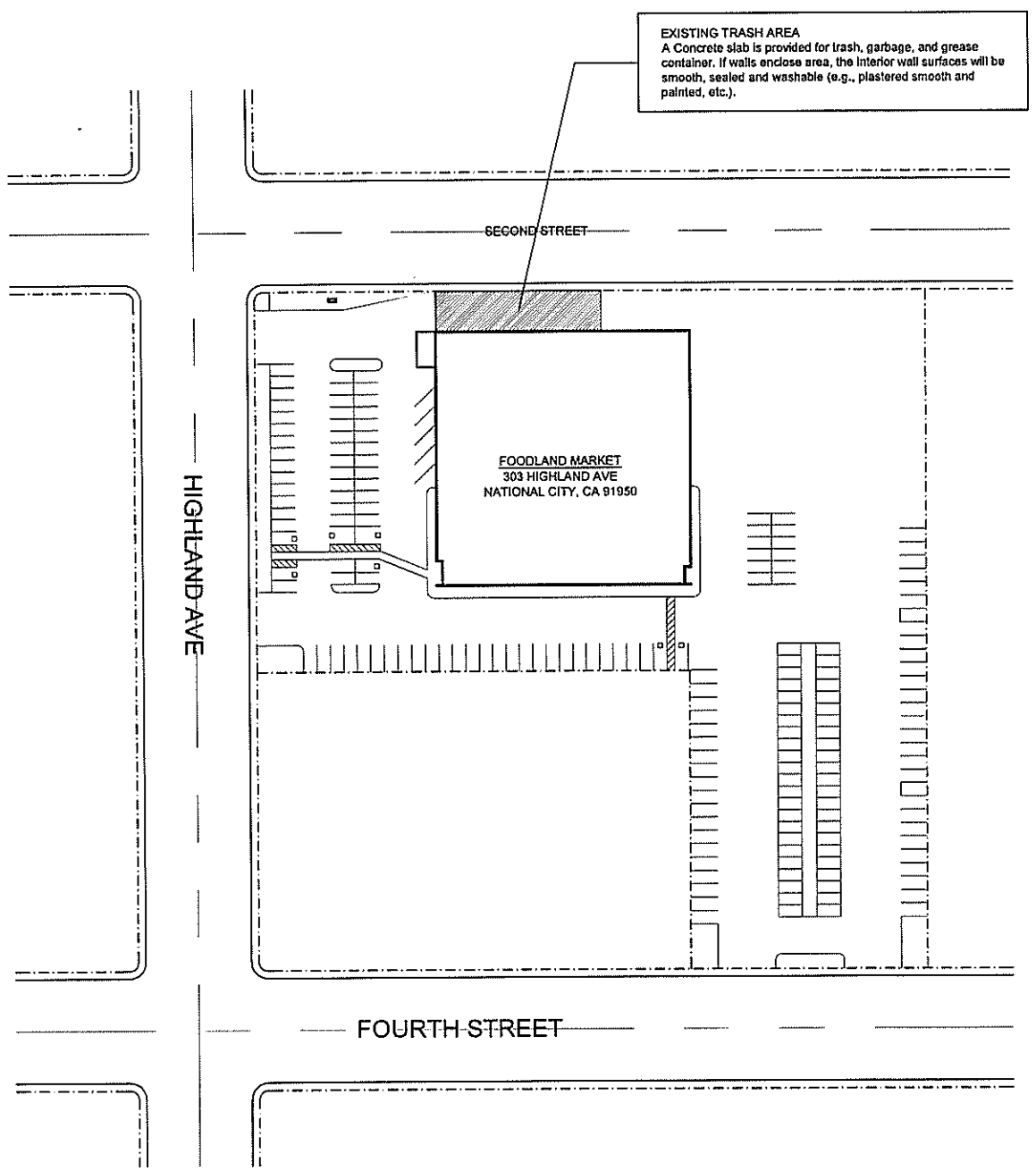
303 HIGHLAND AVE
NATIONAL CITY, CA 91950

ENVIRONMENTAL HEALTH NOTES

The following notes will encompass most food establishments but are not meant to be comprehensive for all food facilities or situations.

1. A Concrete slab is provided for trash, garbage, and grease container. If walls enclose area, the interior wall surfaces will be smooth, sealed and washable (e.g., plastered smooth and painted, etc.).
2. All food-related and utensil-related equipment shall meet or be equivalent to sanitation standards established by an American National Standards Institute (ANSI) accredited program.
3. All floor mounted equipment will be installed on minimum 6" sanitary legs, casters, or completely sealed in position on a 4" high curb with continuously coved base. Countertop equipment will be on 4-inch sanitary legs or sealed to the counter unless readily movable.
4. If soft drink, ice or other dispensers are self-service, or if refills are provided they must be push button types, or lever types where the lever contacts the container at least one inch below the rim.
5. Any operable windows vent openings or other similar openings must be provided with tight fitting screens of minimum 16-mesh to the inch. Windows to be fixed at food prep, utensil-washing, open food and utensil storage areas.
6. All exterior doors open outward and are self-closing and tight fitting.
7. Bi-fold, French, accordion style and roll-up doors cannot open into the food prep, utensils washing or unpackaged food service areas.
8. Toilet room and dressing room doors must be self-closing, tight fitting.
9. Delivery doors to have air curtain fans that span the width over the door. The fan must activate via a micro switch providing a minimum velocity of 1600 fpm measured 3 feet above the ground.
10. A minimum of 10 foot-candles of light measured 30" off floor is provided in walk-in refrigerated storage and dry storage rooms and at least 20 foot candles is provided where food is provided for consumer self-service, where fresh produce or prepackaged foods are sold or offered for consumption; inside equipment such as reach-in and under-counter refrigerators; in areas used for hand-washing, ware-washing, equipment and utensil storage, and in toilet rooms.
11. A minimum of 50 foot-candles of light measured 30" off floor is provided when working with food or working with utensils or equipment such as knives, slicers, grinders, or saws where employee safety is a factor and in all areas during periods of cleaning.
12. Shatter shields for all lights above food preparation, work, and storage areas will be provided.
13. All ware washing sinks to have 3 compartments that are a minimum size of at least 18"x18"x12" deep (or 16"x20"x12"deep) with a minimum 18" drain board at each end. If against a wall, it must have an 8" integral back splash. However, it must be capable of accommodating the largest utensil to be washed. A ware washing machine does not substitute for the sink requirement.
14. Sinks to have spout(s) capable of reaching each compartment.
15. Food prep sink compartment(s) to be at least 18"x18"x12" deep (or 16"x20"x12" deep) with a minimum 18" drain board. Separate food prep sinks to be provided for meats and produce.
16. The 3 or 4 compartment bar sink to be at least 12"x12"x10" deep (or 10"x14"x10" deep) with a minimum 18" drain board at each end.
17. A separate wet waste dump fixture shall be provided for disposal of drink or waste ice or coffee waste.
18. Each hand washing sink must have permanently mounted single-service soap and paper towel dispensers
19. The hot water heater will be a commercial type capable of constantly supplying hot water at a temperature of 120F to all sinks. In sizing the water heater, the peak hourly demand for all sinks, etc., are added together to determine the minimum required recovery rate.
20. All lavatories or hand sinks will have a combination faucet or premixing faucet capable of supplying water tempered to 100F. Self-closing or metered faucet to provide at least 15 seconds of water without reactivation.
21. All plumbing, electrical and gas lines shall be concealed within the building structure to as great an extent as possible. All exposed conduits, plumbing, etc. shall be installed at least 6" off floor and ¾" from walls using standoff brackets.
22. Conduits, plumbing or piping cannot be installed across any aisle was, traffic area of door opening.
23. Multiple runs or clusters of conduit or pipelines shall be furred in or encased in an approved sealed enclosure.
24. All liquid waste shall be drained by means of indirect waste pipes into a floor sink. Floor sinks are to be installed flush with the finish door surface and have suitable easily removable safety cover grates.
25. Floor sink to be 50% exposed when no access is provided for cleaning or be in line with the front face of elevated freestanding equipment.
26. Approved backflow prevention devices shall be properly installed upstream of any potential hazard between the potable water supply and a source of contamination. Hoses shall not be attached to a faucet or hose bib unless an approved backflow preventer is provided.
27. Water supply to carbonators shall be protected by an approved reduced pressure principle backflow preventer. The relief valve shall drain indirectly to sewer with a legal air gap.
28. For cleaning floor mats, the janitorial sink to be a minimum 24" by 36" floor-mounted type. Mops shall be placed in a position that allows them to air-dry without selling walls, equipment, or supplies.
29. The janitorial sink faucet will have a threaded outer lip for hose attachment and an approved backflow prevention device. No chemical dispensing systems or shutoff valves to be attached to mop sink faucet outlet (unless a "sidekick" plumbing device is installed).
30. No condensate or wastewater including HVAC will drain into the janitorial sink.
31. Grease trap to be located outside the food service activity area, flush with the finished floor when indoors. Local wastewater district or building department to be contacted for grease removal requirements.
32. Floor drains shall be installed in floors that are water-flused for cleaning and in areas where pressure spray methods for cleaning equipment are used, in restrooms, janitorial rooms, sculleries, and at bars with ware washing. Floor surfaces in areas pursuant to this shall be sloped 1:50 to the floor drains.
33. Adequate ventilation is to be provided to all toilet rooms, janitor closets with mop sinks, and indoor trash rooms and in dressing/change room(s).
34. The floor finish will have a smooth surface under all equipment and walkways will have a light texture only.
35. The paint used on walls and ceilings of all kitchen, food preparation, work, and storage areas will be a gloss or semi-gloss enamel. Finish material shall be a light color in food prep areas for easy cleaning.
36. Prior to installation, samples of finishes to be submitted to Environmental Health for approval as needed.
37. Cold storage rooms shall be provided with a section of shelving installed to hold shallow cool down pans-not to exceed 4" in height. Space between shelving to be at least 8" high.
38. Backup dry storage shelving shall be a minimum of 96 linear feet (measured with tiers) or 25% of kitchen, food prep, and work areas, whichever is greater. Shelving shall be at least 18 inches deep and start a minimum six inches off the floor surface.
39. Shelving over wet areas (sinks, mop sinks, etc.) and food prep surfaces will be metal.
40. All seams, gaps, openings to be properly sealed.

SITE PLAN



INDEX OF DRAWINGS

FS.1 TITLE SHEET
FS.2 FLOOR PLAN
FS.3 ENLARGED KITCHEN PLAN
FS.4 SECTIONS/DETAILS
FS.5 ROOF PLAN
FS.6 HOOD PLANS
FS.7 HOOD PLANS

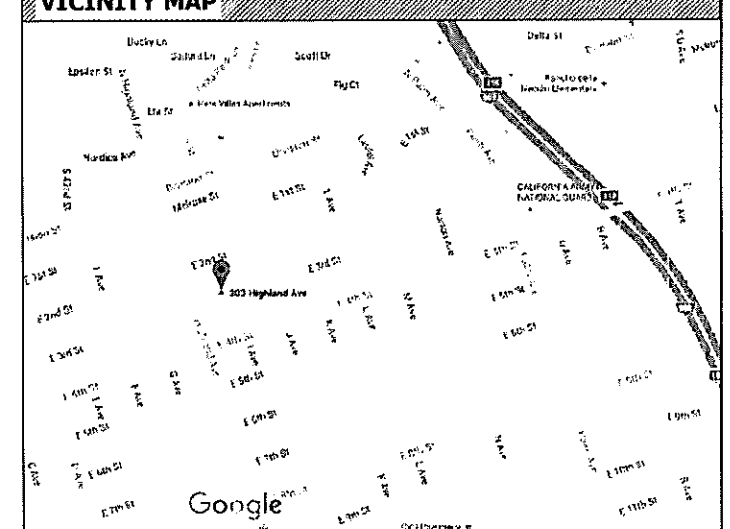
SCOPE OF WORK

ADDITION OF A TYPE I KITCHEN EXHAUST HOOD SYSTEM AND COOKING EQUIPMENT, WITH ASSOCIATED MECHANICAL, PLUMBING (GAS) & ELECTRICAL PLANS

NO OTHER CHANGES.

AREA OF WORK: 60 SF

VICINITY MAP



PROJECT DIRECTORY

OWNER:
DALLO & CO.
5075 FEDERAL BLVD
SAN DIEGO, CA 92102

DESIGNER:
KATHERINE MAGALLON
ATMOSPHERE C&D
3039 HOOVER AVE
NATIONAL CITY, CA 91950
PHONE (619) 850-0310
FAX (619)934-4524

LOCAL AUTHORITY
CITY OF NATIONAL CITY

COUNTY OF SAN DIEGO
DEPARTMENT OF
ENVIRONMENTAL HEALTH
PLAN CHECK

PRELIMINARY APPROVAL
PLANS APPROVED FOR CONSTRUCTION SUBJECT TO THE
APPLICABLE STATE AND LOCAL REGULATIONS.
NOTE: IF THE PLANS OR SPECIFICATIONS
DEVIATE FROM THE CORRECT EXPOSING IN
THE FIELD, THEY MUST BE CORRECTED
7/26/16
ENVIRONMENTAL HEALTH SITE BEFORE CONSTRUCTION

COUNTY OF SAN DIEGO
DEPARTMENT OF
ENVIRONMENTAL HEALTH
PLAN CHECK

NOTICE: CALL ESTIMATED TO SCHEDULE
FOLLOWING MILESTONE INSPECTION

ATMOSPHERE
CONSTRUCTION AND DESIGN
3039 HOOVER AVE
NAT'L CITY, CA 91950
PHONE (619) 934-4501
FAX (619) 934-4524
katherine@ACDinteriors.com

THESE PLANS PREPARED BY:

FOODLAND MARKET
303 HIGHLAND AVE
NATIONAL CITY, CA 91950

THESE DESIGN PLANS ARE THE PROPERTY OF ATMOSPHERE C & D. THE REUSE OF THESE PLANS IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN CONSENT OF ATMOSPHERE C & D IS PROHIBITED.

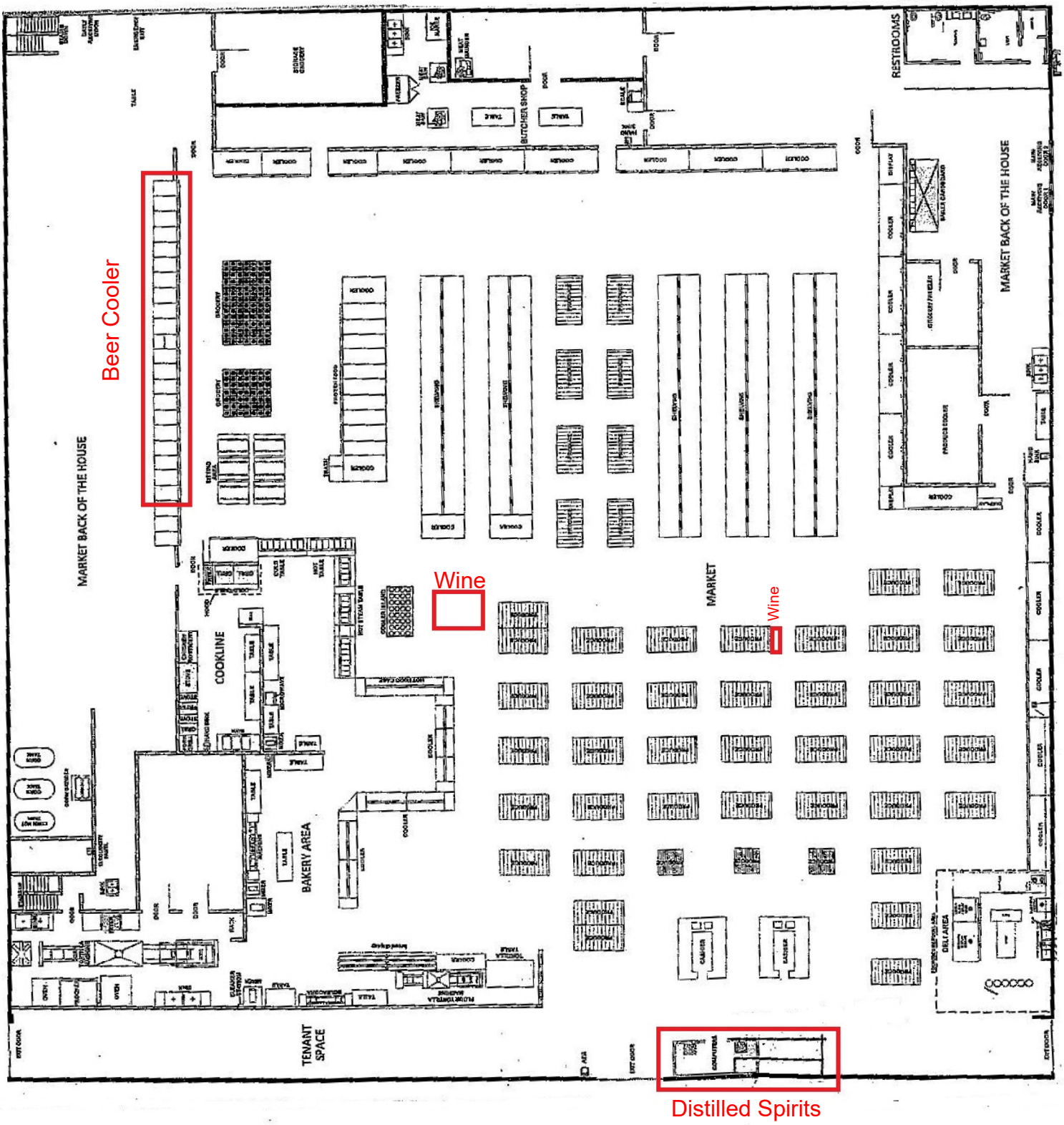
JOB NO.
15.115
REVISION
△-
△
DATE
MAY 9, 2016
TITLE
TITLE SHEET
SHEET
FS.1

3

624-K

MINOR REMODEL

DEH2016 - FFP-003544


Beer Cooler
Wine
Wine
Distilled Spirits
MARKET BACK OF THE HOUSE
MARKET BACK OF THE HOUSE
RESTROOMS
BUTCHER SHOP
COOKLINE
BAKERY AREA
MARKET
TENANT SPACE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, November 19, 2024**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

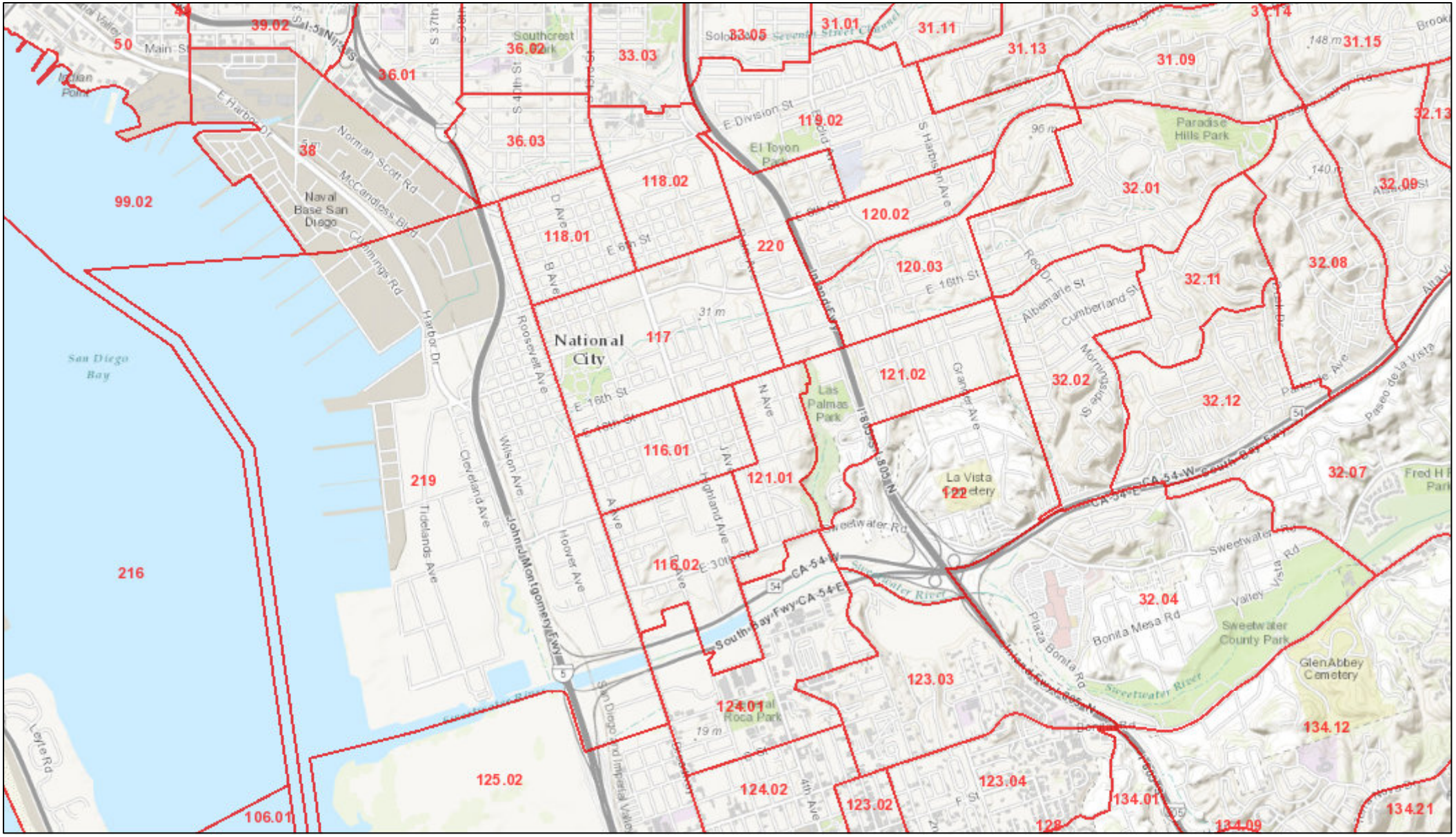
CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING GROCERY STORE (MANOLO FARMERS MARKET) LOCATED AT 303 HIGHLAND AVENUE

The Planning Commission conducted a Public Hearing at their meeting of October 7, 2024 and voted to recommend approval to the City Council of the Conditional Use Permit, by a vote of 4 to 0 with two members abstaining and one member absent.

Information is available for review at the City's Planning Division, Civic Center. Anyone interested in this matter may appear at the above time and place and be heard. The City Council will also accept written public comments regarding this matter via e-mail sent to **clerk@nationalcityca.gov**. Written comments from the public (limited to a maximum of three minutes) must be submitted via e-mail by 5:00 p.m. on the day of the City Council Meeting. For information on registering to speak or on submitting written comments, please visit the City Clerk's webpage at **https://www.nationalcityca.gov/government/city-clerk/public-comments**.

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 via e-mail, or through written correspondence delivered to the undersigned prior to the Public Hearing.

November 6, 2024
Shelley Chapel, Deputy City Clerk
Published in the Star News: Friday, November 8, 2024.



August 25, 2014

CensusTracts 2010

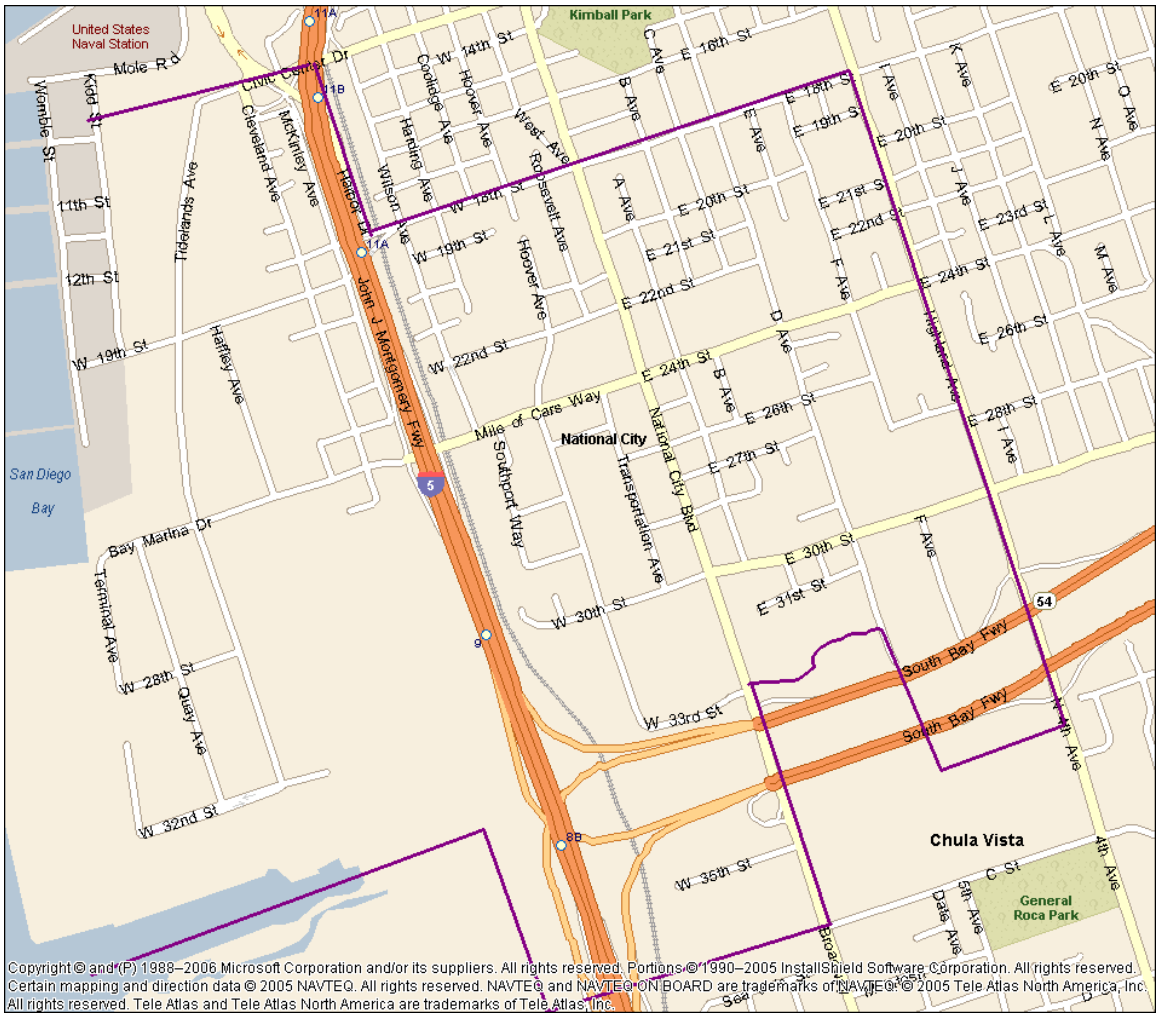
1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT E



City of National City
Beat 24

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 07/09/24

BUSINESS NAME: Manolo Farmers Market
ADDRESS: 303 Highland Avenue, National City, CA 91950

OWNER NAME: Chris Dallo DOB: 09/23/68
OWNER ADDRESS: 1320 Corte De Las Piedras, El Cajon, CA 92019
(add additional owners on page 2)

I. Type of Business
- Restaurant (1 pt)
- ✔ Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- ✔ Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- ✔ No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- ✔ Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- ✔ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

Notes:

- Currently, there are (8) on sale licenses authorized in tract 118.02
- Currently, there are (1) active on sale licenses in tract 118.02
- Currently, there are (4) off sale licenses authorized in tract 118.02
- Currently, there are (4) active off sale licenses in tract 118.02

EXHIBIT F

VI. Calls for Service at Location (for previous 6 months)

Below (1 pt)
✔ Average (2 pts)
Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

Mostly commercial businesses (1 pt)
✔ Some businesses, some residential (2 pts)
Mostly residential (3 pts)

VIII. Owner(s) records check

✔ No criminal incidents (0 pts)
Minor criminal incidents (2 pts)
Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 11

OWNER NAME:_____DOB: _____
OWNER ADDRESS: _____

OWNER NAME:_____DOB: _____
OWNER ADDRESS: _____

Recommendation:

_____
_____
_____
_____
_____
_____
_____

Completed by: J. Camacho Badge ID: 449

EXHIBIT G

Environmental Scan for Proposed Type 21 Alcohol CUP

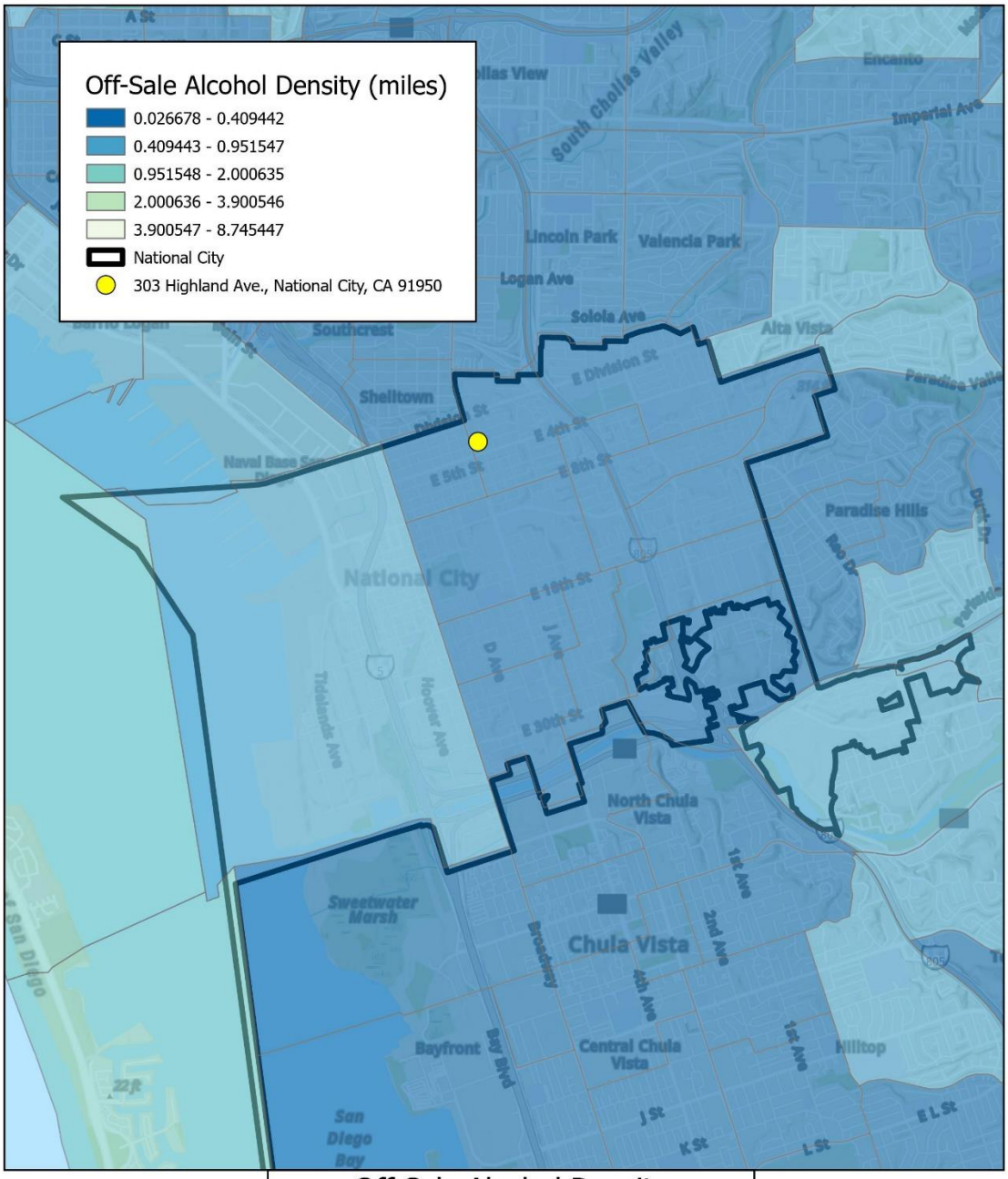
303 Highland Ave., National City, CA 91950
Conducted: July 3, 2024

Photo of the proposed location

An environmental scan was conducted on Wednesday, July 3, 2024, for a proposed upgrade of an existing Type 20 off-sale alcohol license to a Type 21 at 303 Highland Avenue. The proposed location is a full-scale grocery store surrounded by other commercial uses on Highland Ave., and the streets running parallel and perpendicular to Highland in front of and behind the business are residential.

During a scan of the business and premises, the following was noted:

- There is a liquor store selling beer, wine and distilled spirits 250 feet from the location.
- Customers were entering the premises by car and on foot.
- The business offered one cooler of wine with the remaining cooler space along the wall devoted to beer. There was also a selection of beer outside the coolers.



Off-Sale Alcohol Density
Census Tract 118.2
303 Highland Ave., National City, CA

Alcohol density is defined as the average distance between a person and their closest alcohol retailer.

Alcohol licenses data accessed from the CA Dept of Alcoholic Beverage Control on 7/02/24.

N

0 0.5 1 Miles

Funded by the San Diego County Health and Human Services Agency

8885 Rio San Diego Drive #117 • San Diego, California, 92108 • Phone: 619.476-9100 • Fax: 619.476-9104

www.publicstrategies.org

Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map above, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The proposed location is defined as "very dense."

Youth Sensitive Areas

Dino Daycare (approximately 1,050 feet away)
Central Elementary (approximately 2,100 feet away)
Highland Park (approximately 2,100 feet away)

Churches

First Spanish Southern Baptist (approximately 1,050 feet away) is the closest one to this location.

Crime Rate

A request for crime-related information from personnel within the City of National City Police Department should determine whether existing violations against the property or Applicant have occurred that would discourage the issuance of a Type 21 alcohol license.

Considerations

The following are considerations if a CUP is issued:

1. Require that staff and management attend an in-person Responsible Beverage Sales and Service training.
2. Require daily litter removal and timely graffiti removal from areas under control of the licensee.
3. Post in English and Spanish a notice that state law prohibits sales of alcoholic beverages to persons under age 21.
4. Post and maintain signage stating that no open alcoholic beverage containers are allowed on the premises and no loitering is allowed on or in front of the premises.

Community Meeting Minutes

Manolo Farmers Market

July 15, 2024

Meeting Time: 12:00PM

Location: Manolo Farmers Market
303 Highland Ave
National City, CA 91950
In attendance:
Steve Mattia, attorney
Chris Dallo, owner

The meeting was held in the juice bar area.

We waited until 1pm and no one came. No one asked about the meeting the rest of the day.

Steve Mattia, Attorney

EXHIBIT H

September 15, 2024

To Whom It May Concern:

I am submitting this letter to formally object to the pending application for an ABC Type-21 liquor license at 303 Highland Avenue by Manolo Farmers Market. I am the owner of La Casa Liquor, located at 228 Highland Avenue, directly across from the proposed site. As a business owner in this community for over 30 years, I believe that granting an additional Type-21 liquor license in such close proximity would negatively impact the youth of National City.

Although I do not reside in National City, I consider myself deeply connected to the community. Many of my customers have become like family, and I have watched their children grow into adulthood. I take great care to ensure that alcohol is not sold to minors, as I know many of my customers personally and am familiar with their families. This familiarity allows me to prevent underage sales and ensure that alcohol is handled responsibly in my store.

I am concerned that a larger business such as Manolo Farmers Market, with many employees and multiple checkout lines, would not be able to exercise the same level of oversight. In a store of that size, minors may find it easier to purchase alcohol or engage in theft. By contrast, in my smaller store, I can monitor all activity, and the liquor is kept securely behind the counter.

It is my firm belief that increasing access to alcohol in this community could harm our youth, who already face significant challenges. Many young people here are balancing school with work to help support their families. The availability of alcohol could contribute to distractions, higher dropout rates, and potential increases in crime. I have personally invested time and resources into supporting families and youth in this community, and I am deeply committed to their well-being.

For these reasons, I respectfully urge you to deny the liquor license application for Manolo Farmers Market.

Sincerely,

Salwan Nafsu
Owner, La Casa Liquor

Sarah Esendencia

From: vera rapozo [redacted]
Sent: Monday, October 7, 2024 1:43 PM
To: Planning Commission
Cc: [redacted]
Subject: Manolo Farmers Market - Spirits License

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

Greetings!

My family has lived in National City on 3rd street for many years, since the early 1940's. My mother grew up in the house on the corner of 3rd and G. She worked for the Chamber of Commerce for many years and our family has been very involved in the community for many years (i.e., Maytime Band review, Las Palmas Lifeguard/Swim Instructor, etc.). The property is very close to Manolo, Sierra Cafe and all other businesses in this area.

The noise level and traffic has increased significantly over the past 6 years causing concern. People drive fast down the road, while the STOP sign that was added to G street has helped but there are still kids driving down the road with loud electric motor bicycles. In addition, Manolo has food trucks parking on their parking lot and play live music until late in the evening. Last Sunday 9/29, the music was playing until after 11pm.

The Spirit license for Manolo will further exacerbate the noise levels and disturbances. With the food trucks, I can see people purchasing hard liquor (i.e., Spirits) and taking the alcohol to the food trucks and drinking there on site. This could create disagreements or potential fights, more car accidents at that intersection, etc.

There is already a liquor store right on the corner next to the laundromat. There are no issues that I'm aware of that have happened at the liquor store. The patrons will drive to the liquor store, pick up the liquor and drive away, drinking elsewhere. This is much of a better situation than people purchasing and consuming the liquor right there on site.

Note in addition, many neighbors including ourselves have voiced our concerns around the restaurants (Sierra Cafe) daily practices of jet spraying their property at about 4pm. They also, at times, run a leaf blower as early as 5 or 6am on Saturdays or Sundays. This also creates another disturbance.

Thanks for your consideration and hearing the Tax Paying Residents concerns!

The Rapozo Ohana
Momi Rapozo

RESOLUTION NO. 2024-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING GROCERY STORE (MANOLO FARMERS MARKET) LOCATED AT 303 HIGHLAND AVENUE.
CASE FILE NO. 2024-11 CUP
APN: 556-180-23-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for off-site sale of beer, wine, and distilled spirits at an existing grocery store (Manolo Farmers Market) located at 303 Highland Avenue. At a duly advertised public hearing held on October 7, 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. 2024-11 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 October 7, 2024, support the following findings:

1. The proposed addition of distilled spirits sales 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 alcohol sales in conjunction with a grocery store are allowable within the Minor Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. Sales will be incidental to the existing grocery store in a commercial area. Furthermore, alcohol sales (beer and wine) have been approved for sale on site since 1990.

EXHIBIT J

2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a grocery store with alcohol sales is consistent with the Minor Mixed-Use Corridor zone land use designation contained in the Land Use Code and Community Character element of the General 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 no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

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 no expansion of the building is proposed. The proposed uses would be incidental to the primary use of a grocery store.

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 proposed use will be subject to conditions that limit hours and the manner in which alcohol is sold. In addition, all staff members serving alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in the Minor Mixed-Use Corridor zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the grocery store, a permitted use in the Minor Mixed-Use Corridor zone, will benefit from the sale of alcohol. The sale of beer, wine, and distilled spirits will contribute to a diversity of local commercial offerings in the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the off-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community with a more diverse selection of goods to purchase from the grocer.

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 the sale of beer, wine, and distilled spirits for off-site consumption at an existing grocery store (Manolo Farmers Market) located at 303 Highland Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024.11 CUP, dated 8/29/2024.
2. Unless specifically modified by this resolution, all Conditions of Approval of Planning Commission Resolution No. 20-2000 shall remain in full force and effect.
3. 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 Director of Community Development prior to recordation.
4. This permit shall become null and void at such time as there is no longer a Type 21 California Department of Alcoholic Beverage Control license associated with the property.
5. 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.

6. 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.
7. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.

Planning

8. No sales of distilled spirits shall be permitted until the applicant has been issued a Type 21 license from the California Department of Alcoholic Beverage Control.
9. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the Permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
10. The sale of alcoholic beverages shall only be permitted between the hours of 7:00 a.m. and 10:00 p.m. daily. Sales are only permitted during times when the store is open for the purchase of general commodities.
11. Distilled spirits shall be stored in a lockable cabinet behind the sales counter accessible only to properly trained employees.
12. Prior to the commencement of sales of distilled spirits, the applicant shall implement an electronic age verification system capable of scanning IDs at all points of sale where alcohol may be purchased. The system shall be capable of identifying fake IDs and persons under the age of 21. This system shall be maintained in working order for the life of this permit. The applicant shall continue to incorporate best practices as advised by ABC, which can be found online at https://www.abc.ca.gov/education/licensee-education/checking-identification/.
13. Applicant shall provide revised floor plan.
14. All required signage related to the sale of alcohol shall be written in both English and Spanish translation.
15. The premises shall be kept free of graffiti and litter in conformance with the National City Municipal Code. The operator or property manager shall take responsive action within a 24-hour period upon the receipt of any notice provided by Code Enforcement pertaining to graffiti or litter.
16. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.

17. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

18. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, advertising, or display of alcoholic beverages.

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 October 7, 2024, by the following vote:

AYES: ARMENTA, FORMAN, MILLER, VALENZUELA.

NAYS: NONE.

ABSENT: QUINONES.

ABSTAIN: NONE.

RECUSED: CASTLE, SANCHEZ.

CHAIRPERSON

AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Asst. Director of Community Development
Meeting Date: Tuesday, November 19, 2024
Approved by: Benjamin A. Martinez, City Manager

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

RECOMMENDATION:
Adopt the Ordinance Entitled: "An Ordinance of the City Council of the City of National City, California, Amending Chapter 18.29 of the National City Municipal Code to Add Regulations for the Mixed-Use Overlay Zone."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On August 21, 2023, the Planning Commission Recommended that the City Council Adopt the Ordinance Amending Title 18 of the Municipal Code. The City Council introduced the Ordinance at its meeting of October 15, 2024.

EXPLANATION:
The Focused General Plan Update adopted in June of this year included a new zoning overlay district (Mixed-Use Overlay), which applies to the area around East 17th Street and on Roosevelt Avenue west of the Mile of Cars District. As part of the adoption of amendments to Title 18 of the Municipal Code, a new chapter was created, reviewed, and vetted by staff that included the regulations for the Mixed-Use Overlay. However, it was not included in the final agenda packet that went to the City Council this year due to a clerical error. The City Council initiated this follow-up Code amendment so that the new chapter can be added to the Zoning Code as originally intended.

FINANCIAL STATEMENT:
Not applicable

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

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

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

ORDINANCE:
Second Reading

EXHIBIT:
Exhibit A – Ordinance

ORDINANCE NO. 2024 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CHAPTER 18.29 OF THE NATIONAL CITY MUNICIPAL CODE TO ADD REGULATIONS FOR THE MIXED-USE OVERLAY ZONE.

WHEREAS, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, staff is recommending that Chapter 18.29 be amended by adding Section 18.29.080 Mixed-Use Overlay Zone (MU) for consistency with the zoning map that was adopted as part of the General Plan Update that was adopted on May 7, 2024; and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on October 15, 2024, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council.

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 of National City hereby amends Section 18.29 (Overlay Zones) by adding the following section:

Chapter 18.29.080 Mixed-Use Overlay Zone (MU).

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

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

C. Permitted Uses.

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

D. Development Standards.

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

Section 2: This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting

for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

Section 3: The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at the regular meeting of the City Council of the City of National City, held on October 15, 2024.

PASSED and ADOPTED this 19th day of November, 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: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Amendment to the 2024 Regional Transportation Improvement Program (RTIP).

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving an Amendment to the Transnet Local Street Improvement Program of Projects for National City for Fiscal Years 2022, 2023 and 2024 to Increase Local T*ransnet* Funding for Street Resurfacing (NC03) in the Amount of $500,000 through a Transfer of Funds from Traffic Signal Install/Upgrade (NC04)."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (04-01) extension. The *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds.

On June 4, 2024, per Resolution No. 2024-59, City Council adopted the 2024 Regional Transportation Improvement Program (RTIP) for National City projects for fiscal years 2025 through 2029.

Consistent with SANDAG Board Policy No. 031 and the *TransNet* Extension Ordinance, local agencies are allowed to make amendments to the RTIP on a quarterly basis. Amendments may consist of adding new projects, increasing funding for projects and/or transferring funds between projects. City Council authorization is required for all RTIP amendments.

Staff is requesting City Council authorization to submit an RTIP Amendment No. 13 as shown in the table below:

Fiscal Year	From	To	Amount
FY2022	Traffic Signal Install/Upgrade (NC04)	Street Resurfacing (NC03)	$116,000
FY2023	Traffic Signal Install/Upgrade (NC04)	Street Resurfacing (NC03)	$192,000
FY2024	Traffic Signal Install/Upgrade (NC04)	Street Resurfacing (NC03)	$192,000
		TOTAL	**$500,000**

The increased funding for the Street Resurfacing Project (NC03) will support a portion of the FY24 and FY25 Pavement Rehabilitation Project, CIP No. 23-15, which is scheduled for contract award at the City Council Meeting on November 19, 2024. Pending approval, construction is anticipated to begin in early 2025.

Pending City Council authorization, staff will submit the RTIP Amendment to SANDAG for Board approval and transfer funds from the City's *TransNet* (Prop A) expenditure account for Traffic Signal Install/Upgrade (NC04) to the expenditure account for Street Resurfacing Project (NC03).

It shall be noted that the accompanying Resolution contains provisions required by SANDAG, which have been reviewed and accepted by staff. While one such provision is a "hold harmless" provision, staff has determined that risk to the City is minimal since SANDAG's involvement in National City's *TransNet* projects is limited to accounting processes and financial audits.

FINANCIAL STATEMENT:
$500,000 in *TransNet* funds will be transferred from
Expenditure Account No. 307-10-18-18500-7598-6558307 (Traffic Signal Install/Upgrade) to
Expenditure Account No. 307-10-18-18500-7598-6035307 (Street Resurfacing)

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 – Public Hearing Notice
Exhibit B – Resolution

CITY OF NATIONAL CITY
NOTICE OF PUBLIC HEARING

PUBLIC HEARING ON THE ADOPTION OF A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY2022, FY2023 AND FY2024 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR NATIONAL CITY TO INCREASE PROGRAMMING OF LOCAL TRANSNET FUNDING FOR STREET RESURFACING (NC03) IN THE AMOUNT OF $500,000 THROUGH A TRANSFER OF FUNDS FROM TRAFFIC SIGNAL INSTALL/UPGRADE (NC04).

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, November 19, 2024**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, CA, to consider: **AMENDMENT TO THE FY2022, FY2023 AND FY2024 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR NATIONAL CITY TO INCREASE PROGRAMMING OF LOCAL TRANSNET FUNDING FOR STREET RESURFACING (NC03) IN THE AMOUNT OF $500,000 THROUGH A TRANSFER OF FUNDS FROM TRAFFIC SIGNAL INSTALL/UPGRADE (NC04).**

Notice is hereby given in accordance with Section 5(A) of the TransNet Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

Written comments or testimony from the public must be submitted via e-mail to publiccomment@nationalcityca.gov by 2:00 p.m. on the day of the City Council Meeting.

For more information, visit:
https://www.nationalcityca.gov/government/city-clerk/public-comments

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. Spanish Interpretation Services are available, please contact the City Clerk prior to the start of the meeting for assistance.

Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4228.

A full text copy of the proposed ordinance, and Regular Online Meeting of the City Council, will be webcast and archived on the City's website at: www.nationalcityca.gov.

Shelley Chapel, MMC, City Clerk
Published in the Star News November 8, 2024

RESOLUTION NO. 2024 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AN AMENDMENT TO THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR NATIONAL CITY FOR FISCAL YEARS 2022, 2023 AND 2024 TO INCREASE LOCAL TRANSNET FUNDING FOR STREET RESURFACING (NC03) IN THE AMOUNT OF $500,000 THROUGH A TRANSFER OF FUNDS FROM TRAFFIC SIGNAL INSTALL/UPGRADES (NC04).

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*"TransNet* Extension Ordinance"); and

WHEREAS, the *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds; and

WHEREAS, the City of National City ("City") was provided with an estimate of annual *TransNet* local street improvement revenues for Fiscal Years 2025 through 2029; and

WHEREAS, following a noticed public hearing, the City approved its *TransNet* Local Street Improvement Program of Projects ("POP") on June 4, 2024, through Resolution No. 2024-59; and

WHEREAS, the City desires to make adjustments to its POP; and

WHEREAS, the City has held a noticed public hearing with an agenda item that clearly identified the proposed list of projects prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

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 of National City requests that SANDAG make the following changes to the City's POP (the "Amendment") as shown in the table below:

Fiscal Year	From	To	Amount
FY2022	Traffic Signal Install/Upgrade (NC04)	Street Resurfacing (NC03)	$116,000
FY2023	Traffic Signal Install/Upgrade (NC04)	Street Resurfacing (NC03)	$192,000
FY2024	Traffic Signal Install/Upgrade (NC04)	Street Resurfacing (NC03)	$192,000
		TOTAL	$500,000

Section 3: That pursuant to Section 2(C)(1) of the *TransNet* Extension Ordinance, the City of National City certifies that no more than 30 percent of its annual revenues shall be spent on local street and road maintenance-related projects as a result of the Amendment.

Section 4: That pursuant to Section 4(E)(3) of the *TransNet* Extension Ordinance, the City of National City certifies that all new or changed projects, or major reconstruction projects included in the Amendment and funded by *TransNet* revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed was clearly noticed as part of the City of National City's public hearing process for the Amendment.

Section 5: That the City of National City does hereby certify that all other applicable provisions of the *TransNet* Extension Ordinance and SANDAG Board Policy No. 31 have been met.

Section 6: That the City of National City agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to the City of National City's *TransNet* funded projects.

Section 7: 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 19th day of November, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Stephen Manganiello, Director of Public Works/City Engineer**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Introduction and First Reading of the Ordinance Establishing Speed Limits Based on Engineering and Traffic Surveys

RECOMMENDATION:
Introduce Ordinance by First Reading, entitled, "Ordinance of the City Council of the City of National City, California, Establishing Speed Limits on Portions of Sweetwater Road Based on Engineering and Traffic Surveys and Authorizing the Director of Public Works to Post Speed Limit Signs Consistent with the Recommendations of the Engineering and Traffic Surveys."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Section 22357 of the State of California Vehicle Code (CVC) permits local authorities to establish speed limits greater than the prima facie speed limit of 25 miles per hour (mph) when, on the basis of an engineering and traffic survey (E&TS), the local authority determines that a speed greater than 25 mph would facilitate the orderly movement of vehicular traffic and would be reasonable and safe. Section 627 of the CVC and Section 2B.13 of the California Department of Transportation (Caltrans) Manual on Uniform Traffic Control Devices (CA-MUTCD) outline the following criteria to be considered as part of conducting an E&TS:

1) Prevailing speeds as determined by traffic engineering measurements.
2) Accident Records.
3) Highway, traffic, and roadside conditions not readily apparent to the driver.
4) Residential Density.
5) Safety of bicyclists and pedestrians, with increased consideration for vulnerable pedestrian groups including children, seniors, persons with disabilities, users of personal assistive mobility devices, and the unhoused.

The process begins with establishing speed zones to protect the public from the unreasonable behavior of reckless, unreliable, or otherwise dangerous drivers. Speed zones are also established to advise drivers of road conditions or hazards that may not be readily apparent to a reasonable driver. For that reason, a field review of related road/traffic variables is conducted which considers the analytical data and accident history of a particular roadway segment to determine a safe and reasonable speed limit. Next the criteria listed above in combination with other factors such as 85th percentile speed, pace, and incremental changes in speeds from one zone to the next, are analyzed using the methodologies established in the CVC and CA-MUTCD to recommend speed limits.

The CVC and CA-MUTCD recommend establishing speed limits at or near the 85th percentile speed, which is defined as the speed at or below which 85 percent of traffic is moving during free-flow conditions. Speed limits may, however, be established below the 85th percentile speed (within specified thresholds) if conditions are met for criteria 2) through 5) above. Speed limits established on this basis conform to the consensus of those who drive on the roadways as to what speed is reasonable and safe, and are not dependent on the judgment of one or a few individuals.

State Assembly Bills (AB) 43 and 1938, which went into effect on January 1, 2022 and January 1, 2023, respectively, provide local agencies greater flexibility in setting and reducing speed limits. For example, local agencies may establish a speed limit of 20 mph or 25 mph if criteria is met for defining a "business activity district". The legislation required updates to the CVC and CA-MUTCD, the last of which was made available to the public in March 2023.

In 2022, the National City Engineering & Public Works Department authorized STC Traffic (through an "On-Call" Professional Engineering Services contract) to conduct new E&TS for all Arterial and Collector roadways identified in the National City General Plan Circulation Element. In 2023, STC Traffic completed the E&TS for 105 individual roadway segments in accordance with the procedures established by Section 2B.13 of the CA-MUTCD and consistent with all applicable provisions of the CVC. On December 5, 2023, the City Council adopted Ordinance No. 2023-2025 establishing speed limits for all 105 individual roadway segments based on the E&TS.

Based on recent traffic collisions and requests received from the public regarding speeding on Sweetwater Road east of I-805, staff asked STC Traffic to re-evaluate the traffic data to determine if reductions to the posted speed limits are warranted. The following justifications have been presented to reduce the posted speed limit from 45 MPH to 40 MPH on Sweetwater Road between I-805 and Plaza Bonita Road:

"When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CAMUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B (safety of bicyclists and pedestrians, vulnerable pedestrian groups – bus stop and no sidewalk)."

A copy of the E&TS certification summary sheets are attached as Exhibit A.

FINANCIAL STATEMENT:
Funding to replace the existing speed limit signs is available through the Engineering & Public Works Streets Division Maintenance & Operations budget for traffic signs.

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:
First Reading

EXHIBITS:
Exhibit A – E&TS Certification Sheets
Exhibit B – Ordinance

CITY OF NATIONAL CITY
ENGINEERING & TRAFFIC SURVEY

Radar Enforceable? YES

Street:	Sweetwater Road		
From:	I-805 / Euclid Avenue	**To:**	Valley Road

Date of Speed Survey:	10/12/2022
Critical Speed (85th)	46 MPH
50 Percentile	42 MPH
Existing Posted Speed Limit	45 MPH
10 MPH Pace	37-46 MPH
Percent in Pace	82%

Street Classification:	Arterial
Length of Street Segment:	0.51 Miles
Average Daily Traffic:	19,589
Total Accidents:	9
Evaluation Period:	January 1, 2017 – December 31, 2019
Accident Rate (MVM):	0.82
California Statewide Accidents Rate (MVM):	1.15

Justification: When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CAMUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B (safety of bicyclists and pedestrians, vulnerable pedestrian groups – bus stop and no sidewalk).

TRAFFIC ENGINEER'S RECOMMENDATIONS/AUTHORITY:

Posted Speed Limit: **40 MPH**

This survey was prepared in accordance with the requirements of Section 627 of the California Vehicle Code using methods prescribed in Section 2B.13 of the California Manual on Uniform Traffic Control Devices. Based on the measured critical speeds, it is appropriate and justified to recommend the posted speed limit be 40 MPH along the subject segment of the road.

APPROVALS:

☐ Recertification of the existing speed zone per Sections 22357, 22358, and 40802 of the California Vehicle Code

☒ Establishment of new speed zone

REGISTERED PROFESSIONAL ENGINEER
DAVID R. DIPIERRO
2234
Exp. 6/30/2026
TRAFFIC
STATE OF CALIFORNIA

APPROVED: [redacted] **DATE:** October 17, 2024 [redacted]

STC Traffic, Inc.

CITY OF NATIONAL CITY
ENGINEERING & TRAFFIC SURVEY

Radar Enforceable? YES

Street:	Sweetwater Road		
From:	Valley Road	**To:**	Plaza Bonita Road

Date of Speed Survey:	10/12/2022
Critical Speed (85th)	46 MPH
50 Percentile	41 MPH
Existing Posted Speed Limit	45 MPH
10 MPH Pace	37-46 MPH
Percent in Pace	69%

Street Classification:	Arterial
Length of Street Segment:	0.24 Miles
Average Daily Traffic:	16,546
Total Accidents:	3
Evaluation Period:	January 1, 2017 – December 31, 2019
Accident Rate (MVM):	0.69
California Statewide Accidents Rate (MVM):	1.15

Justification: When the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed (CVC 22358.6(b); CAMUTCD Section 2B.13, Standard 12a, Option 1) - CVC 627(c)(2); CA-MUTCD Section 2B.13, Option 29B (safety of bicyclists and pedestrians, vulnerable pedestrian groups – bus stop and no sidewalk).

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APPROVALS:

☐ Recertification of the existing speed zone per Sections 22357, 22358, and 40802 of the California Vehicle Code

☒ Establishment of new speed zone

APPROVED: [redacted] **DATE:** October 17, 2024

David DiPierro, TE
STC Traffic, Inc.

REGISTERED PROFESSIONAL ENGINEER
DAVID R. DIPIERRO
2234
Exp. 6/30/2026
TRAFFIC
STATE OF CALIFORNIA

[redacted]

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ESTABLISHING SPEED LIMITS ON PORTIONS OF SWEETWATER ROAD BASED ON ENGINERING AND TRAFFIC SURVEYS AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO POST SPEED LIMIT SIGNS CONSISTENT WITH THE RECOMMENDATIONS OF THE ENGINEERING AND TRAFFIC SURVEYS.

WHEREAS, Section 22357 of the State of California Vehicle Code (CVC) permits local authorities to establish speed limits greater than the prima facie speed limit of 25 miles per hour (mph) when, on the basis of an engineering and traffic survey (E&TS), the local authority determines that a speed greater than 25 mph would facilitate the orderly movement of vehicular traffic and would be reasonable and safe; and

WHEREAS, State Assembly Bills (AB) 43 and 1938, which went into effect on January 1, 2022 and January 1, 2023, respectively, provide local agencies greater flexibility in setting and reducing speed limits; and

WHEREAS, Section 627 of the CVC and Section 2B.13 of the California Department of Transportation Manual on Uniform Traffic Control Devices (CA-MUTCD) outline the criteria to be considered as part of conducting an E&TS, including that an E&TS be completed and certified by a registered professional Civil or Traffic Engineer at least once every 5, 7 or 14 years, in compliance with CVC Section 40802, to re-evaluate non-statuary speed limits on local roadways and allow for enforcement using radar, laser or other electronic devices; and

WHEREAS, an E&TS for 105 individual roadway segments was completed in accordance with the procedures established by Section 2B.13 of the CA-MUTCD and consistent with all applicable provisions of the CVC, and formal presentations were made to the Traffic Safety Committee on April 12, 2023 (preliminary findings) and August 16, 2023 (final recommendations), where the Traffic Safety Committee ultimately voted unanimously in support of the recommendations of the E&TS at their meeting on August 16, 2023; and

WHEREAS, on December 5, 2023, the City Council adopted Ordinance No. 2023-2025 establishing speed limits for all 105 individual roadway segments based on the E&TS; and

WHEREAS, subsequently, based on recent traffic collisions and requests received from the public regarding speeding on Sweetwater Road east of I-805, the traffic data from the ET&S was re-evaluated to determine if reductions to the posted speed limits are warranted; and

WHEREAS, based on the re-evaluated data, a professional traffic engineer licensed in the State of California, in accordance with the procedures established by Section 2B.13 of the CA-MUTCD and consistent with all applicable provisions of the CVC, recommends decreasing the posted speed limits from 45 mph to 40 mph on the following roadway segments:

1. Sweetwater Road between I-805 / Euclid Avenue and Valley Road
2. Sweetwater Road between Valley Road and Plaza Bonita Road; and

WHEREAS, staff recommends the City Council authorize establishing speed limits on the subject segments of Sweetwater Road east of I-805 based on the re-evaluated portion of the

E&TS and authorize the Director of Public Works to post speed limit signs consistent with the recommendations of the re-evaluated portion of the E&TS.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

Section 1: That, pursuant to authority under the California Vehicle Code including, but not limited to, sections 22357 and 40802, and on the basis of engineering and traffic surveys conducted and certified in accordance with applicable State law and regulations, the City Council hereby establishes the following recommended speed limits as reasonable and safe to facilitate the orderly movement of vehicular traffic on the portions of roadways within the City of National City, as summarized below, and authorizes the Director of Public Works to post speed limit signs consistent with the recommendations of the Engineering and Traffic Surveys:

Forty miles per hour is declared and established as the prima facie speed limit on the following streets:

1. Sweetwater Road from I-805/Euclid Avenue to Valley Road
2. Sweetwater Road from Valley Road to Plaza Bonita Road

Section 2: This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

Section 3: The City Clerk shall certify to the adoption of this Ordinance and shall public in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, California, held on this 19th day of November, 2024.

PASSED and ADOPTED this 3rd day of December, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Finance**
Prepared by: **Rachelle Barrera, Finance Manager**
Meeting Date: **Tuesday, November 19, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
City of National City Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2023

RECOMMENDATION:
Accept and file the reports.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Transmitted herewith is the City of National City's annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2023, prepared by the City's external auditors, The Pun Group, LLP. The reports include all agencies under the control of the City Council, as well as the Successor Agency to the Community Development Commission as the National City Redevelopment Agency. The auditors have conducted their examination of the financial statements in accordance with generally accepted auditing standards and have expressed an unmodified ("clean") opinion of those statements.

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

EXHIBIT:
Exhibit A – City of National City ACFR Fiscal Year 2023

City of National City

National City, California

Annual Comprehensive Financial Report

For the Year Ended June 30, 2023

Prepared by:
Finance Department, City of National City

City of National City
Annual Comprehensive Financial Report
For the Year Ended June 30, 2023

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CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Office of the City Manager

October 2, 2024

To the Honorable Mayor, Members of the City Council, and Citizens of the City of National City:

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) of the City of National City (the "City") for the fiscal year ended June 30, 2023. The ACFR has been prepared in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by an independent firm of licensed certified public accountants.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The Pun Group, LLP, an independent auditing firm of certified public accountants, has issued an unmodified opinion (clean opinion) on the City's financial statements for the fiscal year ended June 30, 2023. The independent auditor's report is presented as the first component of the financial section of this ACFR.

Management's Discussion and Analysis (MD&A), which immediately follows the independent auditor's report, provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

The independent audit of the financial statements of the City was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on internal controls and compliance with legal requirements, with emphasis on those involving the administration of federal awards. The City's Single Audit Report is issued separately.

PROFILE OF THE CITY OF NATIONAL CITY

The City of National City, incorporated on September 17, 1887, is located in southwestern San Diego County, bordered by the City of San Diego to the north and east, San Diego Bay to the west, and the City of Chula Vista to the south. The City is home to a fairly constant population of about 62,000 residents and occupies 9.2 square miles.

The City is a general law city and operates under the council/manager form of government. The City Council has five members, with the Mayor elected at large and the four Councilmembers elected by district. The Mayor is the presiding officer of the Council. In 2022, National City voters approved transitioning the previously elected positions of City Treasurer and City Clerk to become appointive at the end of the current terms.

The City Council is responsible for enacting ordinances, adopting the budget, establishing policies, reviewing the General Plan, appointing committees, and appointing the City Manager and the City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the Council, overseeing the day-to-day operations of the City, and appointing the heads of departments. The City Attorney is the legal counsel for the City, the Community Development Commission, Parking Authority, and the Successor Agency, and advises the City Council, the City's boards and commissions, and City staff.

The City provides a full range of services, which include general government, public safety (police, fire, disaster preparedness, and building inspection), construction and maintenance of the City's infrastructure, economic development, affordable housing, cultural and recreational programs, library and literacy programs, and senior and nutrition services.

BUDGETARY CONTROL

The annual budget serves as the foundation for the City's financial planning and control. The proposed budget is presented to the City Council for review and adoption prior to the beginning of each fiscal year, July 1st. The state mandates a balanced budget. The budget is prepared by fund, department and account. After budget adoption, in accordance with the National City Municipal Code, City Council must approve any revisions that increase total appropriations of a fund. The City Manager is authorized to make budgetary revisions between budget line items within a fund, and department directors may transfer appropriations within their respective departments. The budget is regularly monitored and the Council receives quarterly updates. Budget-to-actual comparisons are provided in this report for each major governmental fund for which an annual budget has been adopted. For the General Fund, this comparison is presented on page 98 as part of the required supplementary information for the governmental funds. The budget-to-actual comparison for governmental funds other than the General Fund, with appropriated annual budgets follow.

FACTORS AFFECTING FINANCIAL CONDITION

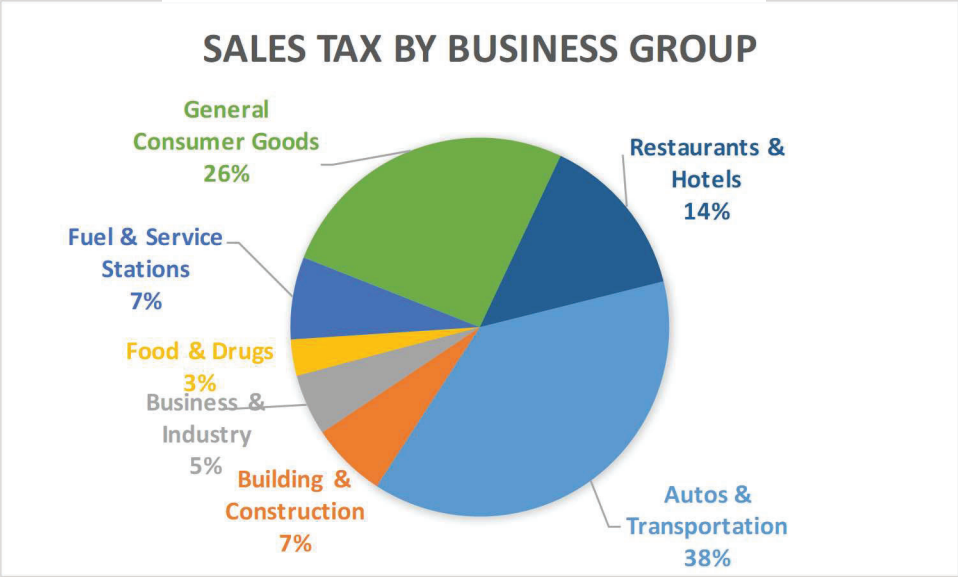
Economic Profile

During fiscal year 2022-2023 National City continued its economic recovery from the impacts of the COVID-19 pandemic, building on the progress that began in fiscal year 2021. The National City unemployment rate peaked in April 2020 at 18.8%, falling steadily throughout fiscal year 2021 and 2022, measuring at 4.8% as of June 2023.

The year began with uncertainty whether the economic recovery from the pandemic would continue at the speed and intensity experienced in fiscal year 2022 or if the economy would slow down or hit a plateau. During budget development in the Spring of 2022, given continued uncertainty about how the City's revenue would be impacted by the unpredictable pandemic recovery and global supply chain issues, the City budgeted sales tax revenue for fiscal year 2023 based on FY 2022 actuals. FY 2023 sales tax revenues did not exceed FY 2022 actuals of $23.8 million but fell short at $23.0 million.

Sales tax is the City's main revenue source, accounting for approximately 54% of General Fund resources. In fiscal year 2023, 60% of sales tax revenue came from the Bradley-Burns uniform local tax and 40% came from the National City voter-approved 1% district transactions and use tax ("Proposition D"). Though the City is heavily dependent upon retail sales-related tax revenues, it has, as Table 1 illustrates, a diversified commercial, retail, and industrial presence, which reduces the impacts of economic downturns and helps it recuperate steadily.

Table 1



Bradley-Burns sales tax revenue decreased in FY 2023 from FY 2022 by $(869,312) or (3.65%). The City's District sales tax increased in FY 2023 by $223,769 or 1.47% over FY 2022.

The second largest revenue source for the City is property tax revenue. During fiscal year 2023 assessed values of property within National City increased for the twelfth consecutive year. Net taxable values rose by 5.31% for the fiscal year 2023 property tax rolls, with details in table 2. Between March 2022 and March 2023, the median price in the City for a detached single-family residential home grew 4.23%, reaching an average price of $638,823 and a mdian price of $628,000. The increase in home prices is driven by demand outpacing supply, a common situation that occurs throughout San Diego County.

Table 2

Net Taxable Assessed Property Value History

Fiscal Year Ended June 30	Total Assessed Valuation	Increase over Prior Year	Percent Increase over Prior Year	Cumulative Increase Since 2014
2014	3,254,789,852	144,820,782	4.7%	0
2015	3,354,840,139	100,050,287	3.1%	100,050,287
2016	3,440,631,221	85,791,082	2.6%	185,841,369
2017	3,588,038,313	147,407,092	4.3%	333,248,461
2018	3,877,829,380	289,791,067	8.1%	623,039,528
2019	4,057,201,760	179,372,380	4.6%	802,411,908
2020	4,279,008,825	221,807,065	5.5%	1,024,218,973
2021	4,607,750,481	328,741,656	7.7%	1,352,960,629
2022	4,703,355,402	95,604,921	2.1%	1,448,565,550
2023	4,980,959,594	277,604,192	5.9%	1,726,169,742

The City built a budget for fiscal year 2023 which anticipated growing unassigned fund balance by $364,000. Unassigned fund balance actually increased by $3.5 million due to a combination of revenues increasing by $4.0 million over budget and expenditure savings of approximately $7.9 million. The Other Revenues category accounts for all of the $4.0 million over the revenue budget which include a State grant of $1.0 million for the Las Palmas Pool, transient occupancy tax ($900,000), various franchise fees ($500,000),

rental payments for City owned land ($300,000), school district contract reimbursements ($200,000) and residual balance payments from the Successor Agency ($200,000).

Expenditure savings totaling $7.9 million are explained by personnel costs savings of $200,000. Personnel costs make up approximately 61% of the General Fund's budget. While vacant authorized positions contributed to salary and benefit savings of $2.7 million, costs related to overtime requirements, primarily in the Police and Fire departments, exceeded budgeted amounts by $2.0 million. In addition, the costs for worker's compensation insurance was $400,000 greater than the budget.

Maintenance & Operations ("M&O") savings of $2.2 million were realized across various accounts, but particularly in Contract Services ($1.2 million), Professional Services ($500,000), and Emergency Animal Treatment ($100,000).

The capital projects category had a variance of $5.3 million between the budget and actuals. This $5.3 million does not represent savings. Rather, it is unspent monies on specifically authorized capital improvement projects that are still ongoing. The unspent appropriations were carried over to the fiscal year 2024 budget and are reflected in the assigned fund balance component of the fund balance.

Regarding the City's fund balance categories, the majority of the increase ($3.5 million) was to the General Fund unassigned fund balance, which had a balance of $23.0 million as of June 30, 2023.

National City has a progressive history of commercial development, including the "Mile of Cars," San Diego County's first major auto park, and Westfield Plaza Bonita, the County's first indoor mall and largest enclosed mall in the South San Diego Bay area. Both attract shoppers from throughout the County and outlying areas and continue to be major revenue sources for the City. The Walmart Supercenter is the retail hub of the City's central section, generating significant tax revenue and bringing shoppers to nearby stores and restaurants. Despite these successes, however, National City has experienced economic ebbs and flows which have directly impacted community service levels. In 2005 and 2006, the City faced revenue shortfalls and a structural deficit that led to reductions in services.

In response, National City voters in 2006 approved the "Proposition 'D" transactions & use tax, which produced a high of $15.4 million of revenue in fiscal year 2023. During the November 2014 General Election, National City voters approved a measure extending the tax for an additional twenty years. Proposition "D" has allowed the City to continue to provide important programs and services to its citizens. During fiscal year 2022, the five year Proposition D independent review committee convened and after a thorough review of the City's General Fund finances, recommended maintaining the current district transactions and use tax rate of 1% for the following five years. City Council agreed with the recommendation and therefore the tax rate will remain at 1% through fiscal year 2027.

Long-Term Financial Planning

During fiscal year 2020, City management reviewed and updated the City's five-year strategic plan. Its purpose is to:

- establish a long-range vision and direction for the City;
- ensure all participants are working toward the same goals and objectives;
- assess/adjust the direction of the organization given the current (and changing) environment;
- communicate goals and initiatives of the organization; and
- provide a basis for developing a work plan to ensure the goals and initiatives of the Strategic Plan are carried out.

City of National City Strategic Plan Goals 2020-2025

Balanced Budget & Economic Development

Communication & Outreach

Health, Environment, & Sustainability

Housing & Community Development

Parks, Recreation, & Library

Public Safety

Transportation Choices & Infrastructure

The City updates its five-year Capital Improvement Program ("CIP") annually. The CIP encompasses and highlights some of the City's needed infrastructure improvements. The City has identified approximately $89 million in capital needs over the next five years. Funding comes from multiple sources, including available fund balance, general purpose revenues, user fees, special tax revenues, and regional, state, and federal funds. In addition to routine sewer, drainage, and transportation-related projects, the CIP includes improvements to parks, recreation, and community services facilities and municipal buildings and facilities, such as the library, community center, police department, and fire stations. Recently completed and ongoing projects are described below under "Major Accomplishments and Initiatives."

Funding Long-Term Liabilities

In November 2021, the City took action to refinance the City's pension unfunded accrued liability owed to CalPERS by issuing approximately $84M in Pension Obligation Bonds (POB). The issuance will provide the City with about $20 million in savings over the term of the bonds by reducing the interest rate on the liability from a then 7% (now 6.8%) charged by CalPERS, to an average bond interest rate of 3%. In addition, the financing restructured the liability to smooth out future payments related to pension liabilities over the following fourteen years. The payment smoothing will have the greatest impact on the next few years, which would have had large spikes in payments owed to CalPERS had the POBs not been issued.

As part of the bond issuance process, the City had a credit rating review. The City's general obligation bond rating was upgraded from 'A+' to 'AA-' stable. In the ratings report, S & P Global stated "the raised rating reflects our view of the city's significantly improved financial policies and practices coupled with strong performance and very strong and consistent reserves."

Reserves

A portion of the fund balance of the General Fund, the "Economic Contingency Reserve," is committed to strengthening the City's ability to withstand unexpected financial emergencies and economic downturns. During fiscal year 2021, City Council approved amendments to City Council Policy #201, Maintenance of Reserve Funds. The City's reserve policy establishes that the City will strive to accumulate and maintain an Economic Contingency Reserve balance equal to a minimum of twenty percent (20%) of a single year's General Fund operating expenditures for these purposes. The amended policy also formalized using a portion of General Fund unassigned fund balance as a reserve to be maintained at a minimum of ten percent (10%) General Fund operating expenditures. As of June 30, 2023, based on the FY 2023 General Fund Budget of $70,657,666, the Economic Contingency Reserve is at 18.1% and the General Fund unassigned fund balance is at 34.8% as defined by the polic.

The 2021 revision to the reserve policy also updated the funding target for the Facilities Maintenance Reserve to be three times the annual base needed for performing major maintenance on the City's facilities, which is defined as being 1.5% of the City's General Fund operating expenditures. The policy also specifies that the City's annual budget includes funding for major maintenance in the amount of 1.5% of the General Fund operating expenditures. Based on the FY 2023 General Fund Budget, the Facility Maintence Reserve is at 4.3% which is below the policy level of 4.5%. In accordance with the reserve policy, the assets maintained in the Facilities Maintenance Reserve, as well as those in the Contingency Reserve, described above, are designated as committed fund balance.

In addition to the Contingency Reserve and Facilities Maintenance Reserve, the City maintains a number of other reserves, most of which have accumulated their minimum target balances, as of June 30, 2023.

Cash Management Policies and Practices

As National City's governing body, the City Council is granted the authority to manage the City's investment program, pursuant to California Government Code Section 53600 *et seq*. Management responsibility for the cash and investment of City funds is delegated to the Administrative Services Director and/or Financial Services Officer.

The City annually adopts a comprehensive investment policy specifying investment objectives, such as type and term of investments, reporting requirements, and investment oversight. The City's investments generally include US Treasury and Agency securities, Certificate of Deposit Account Registry Service deposits, medium-term corporate notes, negotiable certificates of deposit, commercial paper, the State of California's Local Agency Investment Fund, and the County of San Diego Pooled Money Fund. See Note 2 for a list of the City's authorized investments. The investment policy complies in all respects with State laws governing deposit and investment of public funds.

The objective of the investment portfolio is to enhance the City's cash resources, while meeting the short and long term cash flow demands of the City. To achieve this objective, the portfolio is structured to provide safety of principal and liquidity, while providing a reasonable return on investments.

MAJOR ACCOMPLISHMENTS AND INITIATIVES

The City of National City's Capital Improvement Program (CIP) addresses the City's initiatives of enhancing public safety and quality of life, and promoting a healthy community. The following summary contains notable projects that were recently completed, under construction or soon to be under construction. Project names, descriptions, construction costs and completion dates are provided.

Infrastructure

Completed Projects FY 22-23

National City Boulevard Bikeway Project, CIP No. 19-18

- Project Cost: $714,242.39
- Completed October 2022
- The National City Boulevard Bikeway improved the safety for people walking and biking in the southern part of the city where it was recently constructed. The project provides nearly 0.2 miles of enhanced (buffered) bike lanes along 33rd Street, from Hoover Avenue to National City Blvd. The project implemented nearly 0.4 miles of Class ll facilities along National City Blvd., from 33rd

Street to C Street, at the southern city limit with City of Chula Vista. The project also included traffic calming features, decreased lane widths, bike/pedestrian improvements at freeway on/off ramps, bike boxes, lighting, and pedestrian safety enhancements.

El Toyon-Las Palmas Bicycle Corridor project, CIP No. 19-02

- Project Cost: $1,441,668.46
- Completed October 2022
- The project constructed a new bicycle corridor parallel to the east side of I-805 connecting El Toyon Park and Las Palmas Park, improvements along the bicycle corridor included Class II and III bike route pavement markings (sharrows) and signage; pedestrian curb ramps for ADA compliance; traffic calming measures such as pedestrian refuge islands, corner bulb-outs and pedestrian actuated flashing crosswalk signs; and storm water treatment infiltration areas.

Citywide Safe Routes to School project, CIP No. 19-04

- Project Cost: $1,300,646.44
- Completed March 2023
- The project addressed ADA barriers by providing the following enhancements: 27 high visibility continental crosswalks, 51 ADA accessible ramps with truncated domes, pedestrian crosswalk signs, and approximately 20,000 square feet of sidewalk replacement at locations near elementary schools and Granger Junior High School. The project included the construction of a neighborhood traffic circle at the intersection of Newell Street and E. 20th Street, with traffic calming curb extensions and speed cushions near Las Palmas Elementary School between E. 20th Street and 22nd Street.

Roosevelt Avenue Corridor Smart Growth Revitalization, CIP No. 19-19

- Project Cost: $2,244,704.21
- Estimated completion March 2023
- The project enhanced pedestrian and bicycle connections between Naval Base San Diego, the 8th Street Trolley Station, and Downtown National City. The project provided streetscape, lighting, signage, mobility options, urban greening, and parking on the east side of Roosevelt Avenue, between 8th Street and National City Blvd.

Ongoing Projects

P-1 Sewer Upsize Project Phase 2, CIP 20-01

- Project Cost: $1,631,274.64
- Estimated completion October 2023
- The P1 Sewer Upsize Project- Phase II will replace approximately 600 linear feet of existing 8-inch sewer main with new 12-inch sewer main near E. 30th Street, east of National City Blvd. The area adjacent to the old landfill site (Duck Pond) will require trenchless installation using jack and bore construction to install approximately 400 linear feet of fused 14-inch pipe. The existing 8-inch clay line is undersized and has reached the end of its useful life.

Sweetwater Road Bikeway CIP 19-20

- Project Cost: $2,886,799,64
- Estimated completion June 2024
- The Sweetwater Road Bikeway project will provide nearly 1.2 miles of protected bike facilities along Sweetwater Road and extend the Class 1 bike path on Plaza Bonita Road to Sweetwater Road (0.4 miles). The project will include a road diet, bicycle-friendly intersection improvements, and

pedestrian enhancements. The proposed bicycle facilities will directly link the City's bike network to the regional network.

National City Street Resurfacing Project FY 21-22

- Project Cost: $2,398,563.39
- Estimated completion June 2024
- The project will resurface the following streets: National City Boulevard from 16th Street to 33rd Street; E. Plaza Boulevard from D Avenue to N Avenue; E. 16th Street between D Avenue and Highland Avenue; Mann Avenue from Beta Street to Alpha Street; Driveway for Fire Squad Station 33 (northeast side of 4th and U Avenue); Roosevelt Avenue from 8th Street to 15th Street

Las Palmas Swimming Pool Renovation Project, CIP No. 22-01

- Project Cost: $3,500,000
- Estimated completion February 2024
- New plaster and ceramic tile at swimming pool and activity pool. New swimming pool concrete and anchorage to match existing slopes to perimeter drains. Provide new deck drainage piping to existing point of connection. Remove and replace existing perimeter fence with new, per plans. Replace mechanical room equipment per plan. All other items as required to provide a completely operational aquatic facility.

Parks & Facilities

Completed Projects FY 22-23

Civic Center ADA Accessibility, CIP No. 19-45

- Project Cost: $215,419.00
- Estimated completion March 2022
- The project, upgraded the first floor exterior access into the Civic Center. The project constructed an ADA accessible path of travel to the main entrance of the building located on the first floor, as well as the side entrances located on the north and south sides of the building. Additionally, the project installed two ADA parking stalls in the building parking lot.

Civic Center Basement Power Upgrade, CIP No. 20-03

- Project Cost: $372,712.49
- Completed June 2023
- This project upgraded the electrical standby power supply system in the Civic Center Basement to allow continued operation of the computer servers throughout a citywide outage. The work included removing and replacing various lighting elements, lighting control devices, switchboards, panelboards, transfer switches, surge protection, and interior lighting.

Paradise Creek Mitigation at Kimball Way, CIP No. 19-35

- Project Cost: $1,005,761.71
- Completion October 2022
- The Paradise Creek Mitigation Project at Kimball Way repaired sections of Paradise Creek at Kimball Way, including removing existing concrete lining on the south creek bank, earthwork and regrading, and installing articulated concrete blocks (ACB) and cutoff wall on the south creek bank. In addition, the project enhanced the drainage, including adding new bar screen gates at the outlet and inlet of existing reinforced concrete box storm drains, and rip rap. Other site improvements

include installing a new retaining wall, concrete driveways, perimeter wrought iron fencing, and access gates to secure the area.

Police Department Parking Structure Waterproofing, CIP No. 22-42

- Project Cost: $194,255.17
- Completed June 2023
- The project removed the existing waterproofing system and replaced it with Coelan Parking Heavy-Duty System at the Police Department parking structure located at 1200 National City Blvd.

Ongoing Projects

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

- Project Cost: $1,036,359.28
- Estimated completion April 2024
- The Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park project, CIP 23-06, will construct new amenities and improvements at both Kimball and Las Palmas parks. At Kimball Park construction include 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. At Las Palmas Park improvements include 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.

MLK Community Center, CIP No. 22-06

- Project Cost: $665,867.02
- Estimated completion April 2024
- This project will replace the entry hallway and meeting/dining room floor and upgraded the kitchen equipment at the Martin Luther King, Jr. Community Center, located at 140 E 12th Street.

Paradise Creek Educational Park Extension CIP No. 19-33

- Project Cost: $638,936
- Completed August 2023
- This project will involve the expansion of Paradise Creek Educational Park, located behind Kimball Elementary School, with access from Hoover Avenue and W. 19th Street. Improvements includes the removal of existing asphalt pavement and concrete sidewalk at the northern entrance to the park on Hoover Avenue and replacement with decomposed granite and permeable pavers for stormwater infiltration; installation of new trees, native vegetation, and additional stormwater treatment/infiltration features; construction of a community gathering area; traffic calming and pedestrian enhancements such as pedestrian curb ramps for Americans with Disabilities Act (ADA) compliance, curb extensions, a high-visibility crosswalk, and pedestrian actuated flashing crosswalk signs at the intersection of W. 18th Street and Hoover Avenue; and new bicycle facilities.

Police Fire Arms Training Facility CIP 20-05

- Project Cost: $700,000
- Completed August 2024

- The firing range (Range), which is located within the National City Police Department headquarters, is being updated to address insufficient air filtration of metal contaminated dust from the Range and to address/enhance laminar air flow during multiple user training exercises.

Information on the City's CIP projects can be found at:
https://www.nationalcityca.gov/government/engineering-public-works/engineering-division/capital-improvement-projects-cip

ACKNOWLEDGEMENTS

The preparation of this report would not have been possible without the dedication and professionalism of the entire staff of the Finance Department. We would like to express our gratitude to those who devoted significant hours in preparing the report. We appreciate and commend all the City departments who assisted and contributed materials to this document. And we acknowledge the Mayor and members of the City Council for their interest, dedication, and constant support for planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,

Benjamin A. Martinez
City Manager

Phillip Davis, CPA
Interim Finance Director

Directory of City Officials

City Council

Ron Morrison
Mayor

Luz Molina
Vice Mayor

Jose Rodriguez
Councilmember

Marcus Bush
Councilmember

Ditas Yamane
Councilmember

City Treasurer

R. Mitchel Beauchamp

City Clerk

Shelley Chapel

Interim City Manager

Armando Vergara

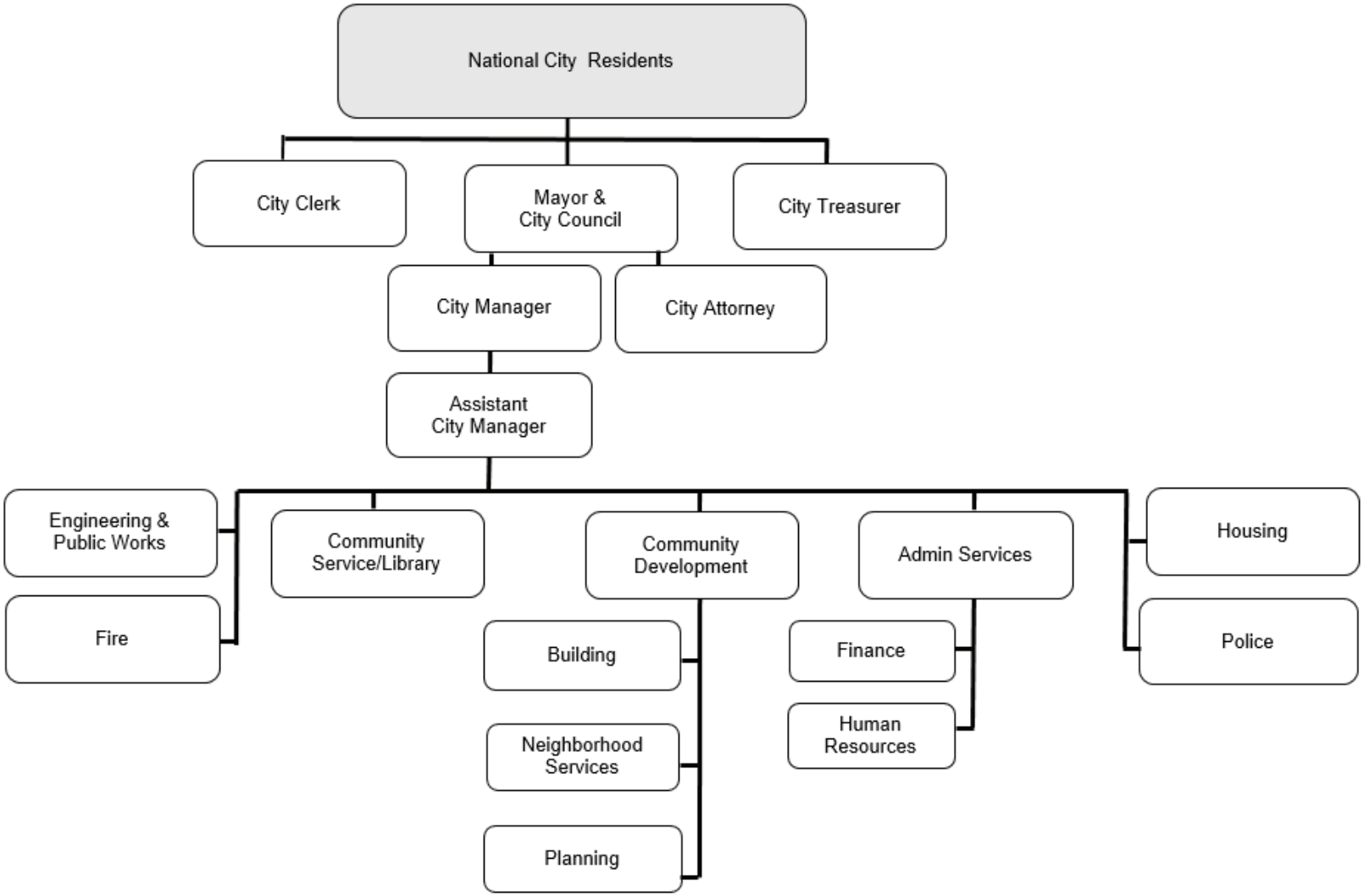
City Attorney

Barry J. Schultz

Department Heads

Jose Tellez	Chief of Police
Sergio Mora	Fire Chief
Molly Brennan	Director of Administrative Services
Roberto Yano	Director of Engineering & Public Works
Carlos Aguirre	Director of Housing Authority
Joyce Ryan	Director of Library & Community Services
Ben Martinez	Acting Director of Community Development

City Organizational Chart



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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
of the City of National City
National City, California

Report on the Audit of the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of National City, California (the "City"), as of and for the year ended June 30, 2023, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and the *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, Budgetary Comparison Schedules, Schedule of Changes in the Net Pension Liability and Related Ratios, Schedules of Pension Contributions, and Schedule of Changes in Total OPEB Liability and Related Ratios to be presented to supplement the basic financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Combining and Individual Non-Major Fund Financial Statements and the Budgetary Comparison Schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In our opinion, the Combining and Individual Non-Major Fund Financial Statements and the Budgetary Comparison Schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audits of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 2, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

The Pun Group, LLP

San Diego, California
October 2, 2024

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Management's Discussion and Analysis

Management of the City of National City (the "City") offers this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2023.

We encourage readers to consider the information presented here in conjunction with our letter of transmittal, which can be found beginning on page V of this report. The intent of this discussion and analysis is to provide a summarized view of the City's financial performance, as a whole; therefore, readers should also review the basic financial statements and supporting notes to enhance their understanding of the City's financial performance.

Overview of the Financial Statements

This Management's Discussion & Analysis ("MD&A") is intended to serve as an introduction to the City's basic financial statements, which comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. The *government-wide financial statements* consist of the Statement of Net Position and the Statement of Activities.

The Statement of Net Position presents information on all of the City's assets, liabilities, and deferred inflows and outflows of resources, with the difference reported as net position. Over time, increases or decreases in the City's net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities and Changes in Net Position presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The *government-wide financial statements* distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, transportation, community development, health, and culture and recreation.

The *government-wide financial statements* report the activities of the City and its three blended component units: the Housing Authority of the City of National City, the Parking Authority of the City of National City, and the National City Joint Powers Financing Authority. Although legally separate, the component units function, for all practical purposes, as departments of the City and, therefore, have been blended, as part of the primary government. The Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") is included as a fiduciary component unit, since it would be misleading to exclude it, due to the nature and significance of the relationship between it and the City. The activity of the Successor Agency is reported with the City's fiduciary funds, which are not included in the government-wide statements because the resources of those funds are not available to support the City's own programs.

The *government-wide financial statements* are presented using the accrual basis of accounting, which differs from the modified accrual basis of accounting used for preparing the *governmental fund financial statements*. Note 1 of the Notes to the Basic Financial Statements section fully describes these bases of accounting. Proprietary funds, discussed below, also are reported using the accrual basis of accounting.

The *government-wide financial statements* can be found on pages 18-20 of this report.

Fund Financial Statements. A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. In the basic financial statements, the emphasis is on major funds. Each of the City's funds falls into one of three categories: governmental, proprietary, or fiduciary.

Governmental Funds. Governmental funds are used to account for the same functions reported as governmental activities in the *government-wide financial statements*. However, unlike the *government-wide financial statements*, the *governmental fund financial statements* focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the *government-wide financial statements*, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the *government-wide financial statements*. By doing so, readers can better understand the long-term impact of the government's near-term financing decisions. Reconciliations between the *government-wide financial statements* and the *governmental fund financial statements* are included as part of the basic financial statements. The major reconciling items relate to capital assets and debt. In the governmental funds, acquisitions of capital assets are treated as "expenditures," because, upon purchase of a capital asset, cash used to acquire it is no longer available for other purposes. The issuance of debt provides cash, which is then available for specified purposes. At the end of the fiscal year, the unassigned fund balances in the *governmental fund financial statements* reflect spendable resources available for appropriation by the City Council. Spendable balances are not presented on the face of the *government-wide financial statements*.

The City maintains thirty-two individual governmental funds, including the General Fund. Information is presented separately in the governmental funds' Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance for the General Fund, Housing Fund, Housing Choice Voucher (aka "Section 8") Program Fund, and Sewer Service Fund, all of which are major funds. The City's other governmental funds are considered non-major, and their data are combined into a single, aggregated presentation.

The *governmental fund financial statements* can be found on pages 24-30. Individual fund information for each of the non-major governmental funds is provided in the form of combining statements and can be found on pages 112-117.

The City adopts annual budgets for its General, Housing, Housing Choice Voucher Program, and Sewer Service Funds. Budgetary comparison statements, found on pages 94-101, have been provided, to reflect compliance with these budgets.

Proprietary Funds. The City maintains two types of proprietary funds: enterprise and internal service. Enterprise funds are used to report the same functions presented as business-type activities in the *government-wide financial statements.* Internal service funds are used to accumulate and allocate costs internally among the City's functions. The City has seven internal service funds: the Facilities Maintenance Fund, the Liability Insurance Fund, the Information Systems Maintenance Fund, the Motor Vehicle Services Fund, the Equipment Replacement Reserve Fund, the Office Equipment Depreciation Fund, and the Telecommunications Revolving Fund. Because these services predominantly benefit governmental, rather than business-type, functions, their financial information is included within the governmental activities in the *government-wide financial statements*.

Proprietary fund financial statements provide the same type of information as the *government-wide financial statements* (business-type activities), only in more detail. The internal service funds are combined into a single, aggregated presentation in the *proprietary fund financial statements*.

The *proprietary fund financial statements* can be found on pages 33-35. Individual fund data for the internal service funds is provided in the form of supplementary combining statements and can be found on pages 128-135.

Fiduciary Funds. Fiduciary funds are used to account for activities for which the City's role is purely custodial. The fiduciary funds of the City are the Agency Funds (comprising the COBRA Insurance Fund and Miscellaneous Deposits Fund) and the Successor Agency Private-purpose Trust Fund. These funds are not reflected in the *government-wide financial statements* because the resources of the funds are not available to support the City's programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The *fiduciary fund financial statements* can be found on pages 39 and 40.

Notes to the Basic Financial Statements. The Notes to the Basic Financial Statements section provides additional information essential for a full understanding of the data provided in the *government-wide financial statements*. The Notes to the Basic Financial Statements section begins on page 45.

Other Information. In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary information concerning the City's progress in funding its obligation to provide pension and other postemployment benefits ("OPEB") to its employees. Required supplementary information can be found on pages 93-106.

The combining statements referred to earlier in connection with non-major governmental funds and internal service funds are presented on pages 112-117 and 128-135, respectively.

Government-wide Financial Analysis

As noted earlier, over time, a government's net position may serve as a useful indicator of its financial position. Table 1 below presents a summarization of the City's assets, liabilities, deferred outflows and inflows, and net position for its governmental and business-type activities.

TABLE 1

NET POSITION
June 30, 2023 and 2022

	Governmental Activities			
	2023	2022	$ Change	% Change
Current and Other Assets	$ 208,857,933	$ 193,870,324	$ 14,987,609	7.73%
Capital Assets, Net	178,444,289	170,862,039	7,582,250	4.44%
TOTAL ASSETS	387,302,222	364,732,363	22,569,859	6.19%
Deferred Outflows of Resources	36,158,165	68,478,194	(32,320,029)	-47.20%
Current Liabilities	31,863,215	24,615,250	7,247,965	29.45%
Long-term Liabilities	146,563,204	184,768,577	(38,205,373)	-20.68%
TOTAL LIABILITIES	178,426,419	209,383,827	(30,957,408)	-14.79%
Deferred Inflows of Resources	8,483,849	32,947,598	(24,463,749)	-74.25%
Net Position:				
Net Investment in Capital Assets	170,389,264	161,453,603	8,935,661	5.53%
Restricted	106,369,320	100,825,314	5,544,006	5.50%
Unrestricted	(40,208,465)	(41,399,785)	1,191,320	-2.88%
TOTAL NET POSITION	$ 236,550,119	$ 220,879,132	$ 15,670,987	7.09%

The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources by $236,550,119 at June 30, 2023, an increase of $15,670,988 from June 30, 2022. By far, the largest portion of the City's net position, $170,389,264 is its investment in capital assets (i.e., land, buildings, machinery, equipment, and infrastructure). These capital assets are used to provide services to citizens and, consequently, are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other resources, since the capital assets themselves cannot be used to liquidate the liabilities.

Another portion of the City's net position, $106,369,321 represents resources that are subject to external restrictions on how they may be used. The remainder of net position, unrestricted net position, increased $1,191,320 year over year. The $8,935,661 increase in capital assets was the main driver of the overall gain in net position between 2022 and 2023.

TABLE 2

CHANGES IN NET POSITION
For the years ended June 30, 2023 and 2022

	Governmental Activities			
	2023	2022	$ Change	% Change
REVENUES:				
Program revenues:				
Charges for services	$ 38,087,351	$ 28,356,650	$ 9,730,701	34.32%
Operating grants and contributions	18,456,518	18,533,739	(77,221)	-0.42%
Capital grants and contributions	7,090,261	3,514,394	3,575,867	101.75%
Total program revenues	63,634,130	50,404,783	13,229,347	26.25%
General revenues:				
Taxes:				
Property taxes	17,559,333	16,753,096	806,237	4.81%
Sales taxes	38,678,895	40,777,746	(2,098,851)	-5.15%
Franchise taxes	2,490,691	2,131,159	359,532	16.87%
Business license taxes	935,316	793,653	141,663	17.85%
Transient occupancy taxes	2,488,614	1,862,718	625,896	33.60%
Total taxes	62,152,849	62,318,372	(165,523)	-0.27%
Investment earnings (loss)	1,358,614	(3,007,949)	4,366,563	-145.17%
Miscellaneous	194,882	97,010	97,872	100.89%
Total general revenues	63,706,345	59,407,433	4,298,912	7.24%
TOTAL REVENUES	127,340,475	109,812,216	17,528,259	15.96%
EXPENSES:				
General government	12,467,497	20,793,460	(8,325,963)	-40.04%
Public safety	50,093,848	38,710,643	11,383,205	29.41%
Transportation	9,619,556	8,358,045	1,261,511	15.09%
Community development	17,168,341	16,113,804	1,054,537	6.54%
Health	9,301,026	7,726,217	1,574,809	20.38%
Culture and leisure	9,651,503	8,428,049	1,223,454	14.52%
Interest on long-term debt	3,367,717	2,298,786	1,068,931	46.50%
TOTAL EXPENSES	111,669,487	102,429,005	9,240,483	9.02%
CHANGE IN NET POSITION	15,670,987	7,383,211	8,287,776	112.25%
NET POSITION, BEGINNING OF YEAR	220,879,132	213,495,920	7,383,212	3.46%
NET POSITION, END OF YEAR	$ 236,550,119	$ 220,879,130	$ 15,670,989	7.09%

Table 2 provides a condensed summary of activities of the City's government for the period ended June 30, 2023, with the prior fiscal year presented for comparative purposes. The $15,670,987 (7.09%) increase in the City's total net position is all due to the increase in program revenues and investment earnings, which lead to a 15.96% total revenue growth over June 30, 2022. Governmental and business-type operating results for the current fiscal year are provided in greater detail on page 24.

Governmental Activities. The City's total revenues from governmental activities were $127,340,475 for the fiscal year ended June 30, 2023, growing $17,528,259 or 15.96%, compared to the prior year. The largest source of revenue for the City, at 30.37%, is sales-related taxes (comprising sales & use tax and district transaction & use tax). Revenues from sales-related taxes decreased by $(2,098,851) or (5.15%). Revenues from other taxes, the most significant of which is property-related taxes (real property taxes, personal property taxes, and property tax in lieu of vehicle license fee ["VLF"]), represented 18.43% of total revenues at the end of the current fiscal year (fiscal year 2023) and increased by $1,933,328 or 8.98%.

Capital grants and contributions for governmental activities ended the fiscal year at $7,090,261, for a 101.75% increase from the prior year. Charges for services increased by $9,730,701, or 34.32%, compared to the prior year. Lastly, operating grants and contributions decreased by $(77,221), or (0.42%).

The City's expenses for governmental activities cover a wide array of services, with $50,093,848, or 44.86%, for fiscal year 2023 related to public safety and $12,467,497, or 11.16%, to general government. Overall, expenses for governmental activities rose $9,240,483, or 9.01%, with the primary driver of the increase due to growth in public safety. General government includes construction in progress, which as of June 30, 2023 was $38,237,313, an increase of $9,431,248 from June 30, 2022. Details regarding projects contributing to this total may be found in the "Major Accomplishments and Initiatives" section of the letter of transmittal.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The City's classifications of fund balance comprise a hierarchy based on the extent to which the City is bound to observe constraints imposed upon the use of the financial resources of the funds. Fund balance is reported in five categories, based upon the following defining characteristics:

- non-spendable – either not in spendable form or legally or contractually required to be maintained intact;
- restricted fund – subject to externally enforceable limitations by law, enabling legislation, or limitations imposed by creditors or grantors;
- committed – may be spent only for the specific purposes determined by formal action of the government's highest level of decision-making authority (City Council) and, therefore, may be used for different purposes only upon the government's taking the same formal action that imposed the original constraint;
- assigned – constrained by the City's intent to utilize fund balance for specific purposes;
- unassigned – fund balance not falling in any of the foregoing categories and available for spending at the City's discretion.

TABLE 3

GOVERNMENTAL FUNDS SUMMARY
For the years ended June 30, 2023 and 2022

	General Fund		Other Governmental Funds		Total Governmental Funds	
	2023	2022	2023	2022	2023	2022
Total Assets	$ 72,283,735	$ 67,687,041	$ 118,481,803	$ 107,409,978	$ 190,765,538	$ 175,097,019
Total Liabilities	6,879,016	7,131,452	21,523,835	14,578,893	28,402,851	21,710,345
Total Deferred Inflows of Resources	3,029,498	3,491,986	487,703	491,824	3,517,201	3,983,810
Fund Balances						
Non-spendable	4,094,518	3,966,629	25,805	1,270,805	4,120,323	5,237,434
Restricted	9,956,427	9,546,733	97,320,165	91,278,581	107,276,592	100,825,314
Committed	15,680,000	15,680,000	-	-	15,680,000	15,680,000
Assigned	9,604,056	8,400,718	-	-	9,604,056	8,400,718
Unassigned	23,040,220	19,469,523	(875,705)	(210,125)	22,164,515	19,259,398
Total fund balance	62,375,221	57,063,603	96,470,265	92,339,261	158,845,486	149,402,864
Total liabilities, deferred inflows of resources, and fund balances	$ 72,283,735	$ 67,687,041	$ 118,481,803	$ 107,409,978	$ 190,765,538	$ 175,097,019

The table above summarizes the balance sheet of the City's General Fund and other governmental funds.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $158,845,486, an increase of $9,422,622 over the prior year. The restricted component represents the largest portion, $107,276,592, of ending fund balance which includes the two bank notes the City holds pertaining to the sale of Kimball & Morgan Towers.

The General Fund is the principal operating fund of the City. At the end of the current fiscal year, the total fund balance of the General Fund increased to $62,375,221 in comparison to $57,063,603 in the prior fiscal year, an increase of $5,311,618. General Fund revenues grew $4,245,629 or 6.48%, with increases of $1,281,034 in taxes, $22,271 in licenses & permits, $2,274,588 in use of money and property, $159,473 in charges for services, and $1,102,738 in other revenues. Fines and forfeitures, and intergovernmental revenues decreased by $(345,283), and ($699,192) respectively. General Fund expenditures increased $7,403,359, with a majority of the increase in the general government and public safety categories.

The fund balance classification for the General Fund and other major funds can be found on page 89, in Note 14 of the Notes to Financial Statements section.

The Sewer Service Fund total fund balance increased by $3,895,237 in FY23. Housing Asset Special Revenue Fund and Housing Choice Voucher Fund expenditures exceeded fund revenues resulting in a small decrease in each fund of $(67,107) and $(641,756) respectively.

Proprietary Funds. As noted earlier, the City's proprietary funds provide the same type of information found in the *government-wide financial statements*, but in more detail. Factors concerning the finances of these funds have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

TABLE 4

For the year ended June 30, 2023

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget
Total Revenues	$ 64,839,577	$ 65,713,603	$ 69,802,150	$ 4,088,547
Expenditures:				
General government	8,852,727	9,647,309	8,616,076	1,031,233
Public safety	42,410,936	42,669,570	43,438,266	(768,696)
Transportation	4,032,032	5,373,283	4,660,171	713,112
Community development	537,172	537,172	229,335	307,837
Culture and leisure	4,111,068	4,366,408	3,863,018	503,390
Capital outlay	1,985,000	7,348,930	2,405,227	4,943,703
Principal	322,738	322,738	324,474	(1,736)
Interest on long-term debt	392,256	392,256	392,255	1
Total expenditures	62,643,929	70,657,666	63,928,822	6,728,844
Revenues over (under) expenditures	2,195,648	(4,944,063)	5,873,328	10,817,391
Other Financing Sources	-	-	(561,710)	(561,710)
Net change in fund balance	$ 2,195,648	$ (4,944,063)	5,311,618	$ 10,255,681
Beginning fund balance			57,063,603	
Ending fund balance			$ 62,375,221	

Actual amounts differed from the final General Fund budget as follows:

- Actual revenues were $4,088,547 more than the final budget. While sales and use tax revenues were short of their budgeted estimate, overall receipts for all other major revenue categories exceeded their budgeted amounts.

- Actual expenditures were less than their overall budgeted amount by $6,728,844. The most significant variance of $4,943,703 is attributable to unspent appropriations for capital projects not completed during the year. Capital budget appropriations are carried over to the following fiscal year and reflected in the committed portion of fund balance.

Capital Asset and Debt Administration

Capital Assets. The City's investment in capital assets (net of accumulated depreciation and amortization) for governmental and business-type activities, as of June 30, 2023, amounted to $178,444,289. This investment includes land, rights of ways, construction in progress, buildings and improvements, machinery, and infrastructure. Infrastructure assets represented 45.70% of total combined assets.

TABLE 5

CAPITAL ASSETS AT YEAR-END
(NET OF DEPRECIATION AND AMOTIZATION)
For the year ended June 30, 2023

	Governmental Activities			
	2023	2022	$ Change	% Change
Land	$ 25,597,009	$ 25,597,009	$ -	0.00%
Right-of-way	4,245,088	4,245,088	-	0.00%
Construction in progress	38,237,313	28,806,065	9,431,248	32.74%
Buildings and improvements	21,827,709	24,018,582	(2,190,873)	-9.12%
Machinery and equipment	6,062,497	6,766,405	(703,908)	-10.40%
Infrastructure	81,547,231	80,539,355	1,007,876	1.25%
Right-to-use lease assets	101,445	-	101,445	100.00%
Radio rights	825,997	889,535	(63,538)	-7.14%
TOTALS	$ 178,444,289	$ 170,862,039	$ 7,582,250	4.44%

Construction in progress totaled $38,237,313, which included new spending of $9,431,248. Depreciation and amortization expense during the fiscal year was $7,314,980 for governmental activities.

Additional information on the City's capital assets can be found in Note 6 on page 67 of this report.

Long-term Debt. At the end of the current fiscal year, the City had total debt outstanding of $89,270,329.

TABLE 6

OUTSTANDING LONG-TERM DEBT
For the year ended June 30, 2023

	Governmental Activities			
	2023	2022	$ Change	% Change
2012 General Obligation Refunding Bonds	$ 2,175,000	$ 2,490,000	$ (315,000)	-12.65%
Bond Premium	8,023	9,628	(1,605)	-16.67%
HUD 108 Bonds, Series A	605,000	1,170,000	(565,000)	-48.29%
2017 Clean Energy Bonds	1,800,000	1,800,000	-	0.00%
2017 Lease Revenue Bonds	2,743,061	2,933,781	(190,720)	-6.50%
2021 Pension Obligation Bonds	81,330,000	83,895,000	83,895,000	-
Bond Premium	(135,696)	(142,838)	(142,838)	-
Notes payable	418,569	550,588	(132,019)	-23.98%
Lease liabilities	326,372	479,639	(153,267)	-31.95%
TOTALS	$ 89,270,329	$ 93,185,798	$ (3,915,469)	-4.20%

The City's total debt decreased by $(3,915,469) during the fiscal year 2023. The net decrease is due from debt that was retired due to the payment of principal on the City's debt.

As of November 2021, the City's general obligation bond rating is "AA-."

Additional information on the City's long-term debt can be found in Note 7 on pages 68-73 of this report.

Economic Factors and Next Year's Budget

Many economic factors were considered in the development of the City's fiscal year 2024 and 2025 budget. The most significant factors are described below.

Property values continue to rise significantly throughout California and the San Diego County area resulting in increases to total assessed property valuation in the City. However, since assessed value increases are capped at 2% per year per Prop 13, the City is only seeing consistent increases of 2% to 3% per year in property tax revenue. As a result, the projected increase in property tax revenues in the fiscal year 2024 and 2025 budget is approximately 3.0% above the actual revenues received in the prior year.

Fiscal year 2023 actuals for sales & use tax and district transactions and use tax revenue combined exceed budget estimates and expectations as inflation grew but consumer spending remained high. Sales & use tax and district transactions & use tax revenues are budgeted at a combined $39.4 million for fiscal year 2024, a slight increase over fiscal year 2023 actuals. Staff forecasts year over year growth of –(1.2)% for fiscal year 2024 as interest rates increases, inflation, and a possible recession slow down the economy. Beyond fiscal year 2024, the City is forecasting sales tax revenue growth of 0.25% per year.

Fiscal year 2022 was the fifteenth full year of collection of the City's 1% district transactions & use tax. The tax measure ("Proposition 'D") was approved by National City voters in June 2006 and became effective in October 2006. The initial measure was effective for a period of ten years; however, in November 2014, voters approved a measure to extend the tax for an additional twenty years.

The tax now generates approximately $15 million in revenue annually, allowing the City to continue to provide important programs and services to its citizens. In accordance with the measure, every five years an independent committee is appointed to evaluate the status of the district transactions and use tax. The committee's purpose is to report a recommendation to City Council on whether the tax should remain in effect at the rate of one percent, or whether the rate should be reduced, or the tax terminated. In fiscal year 2022, an independent evaluation committee convened and recommended to City Council to maintain the current tax rate of 1% for an additional five-year period. City Council approved the recommendation.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those interested. Questions concerning any information provided in this report or requests for additional financial information should be addressed to the Director of Finance, 1243 National City Boulevard, National City, CA 91950.

BASIC FINANCIAL STATEMENTS

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GOVERNMENT -WIDE FINANCIAL STATEMENTS

City of National City
Statement of Net Position
June 30, 2023

	Governmental Activities
ASSETS	
Current assets:	
Cash and investments	$ 132,156,586
Receivables:	
Accounts	2,554,391
Taxes	7,020,916
Leases	420,457
Interest	168,151
Due from other governments	3,151,831
Land held for resale	5,266,182
Inventories and prepaid items	179,762
Total current assets	150,918,276
Noncurrent assets:	
Restricted cash and investments:	
Section 115 pension trust	6,668,501
Section 115 OPEB trust	3,267,926
Held by fiscal agent	10,333
Leases receivable	2,734,766
Loans receivable	45,258,131
Non-depreciable capital assets	68,079,410
Depreciable capital assets, net	110,364,879
Total noncurrent assets	236,383,946
Total assets	387,302,222
DEFERRED OUTFLOWS OF RESOURCES	
Deferred loss on refunding	21,000
Pension-related deferred outflows	35,788,081
OPEB-related deferred outflows	349,084
Total deferred outflows of resources	36,158,165

See accompanying Notes to the Basic Financial Statements.

City of National City
Statement of Net Position (Continued)
June 30, 2023

	Governmental Activities
LIABILITIES	
Current liabilities:	
Accounts payable	$ 5,718,661
Due to other governments	61,220
Accrued liabilities	3,385,356
Interest payable	1,455,872
Unearned revenue	11,332,294
Total OPEB liability - due within one year	396,045
Compensated absences - due within one year	2,422,575
Claims payable - due within one year	2,000,747
Long-term debt - due within one year	5,090,445
Total current liabilities	31,863,215
Noncurrent liabilities:	
Developer deposits	1,054,664
Total OPEB liability	4,436,125
Aggregate net pension liability	45,551,663
Compensated absences - due in more than one year	2,049,615
Claims payable - due in more than one year	9,291,253
Long-term debt - due in more than one year	84,179,884
Total noncurrent liabilities	146,563,204
Total liabilities	178,426,419
DEFERRED INFLOWS OF RESOURCES	
Pension-related deferred inflows	4,193,753
OPEB-related deferred inflows	1,260,598
Lease-related	3,029,498
Total deferred inflows of resources	8,483,849
NET POSITION	
Net investment in capital assets	170,389,264
Restricted:	
General services	25,656,844
Community development	20,000
Public safety	208,446
Transportation	13
Housing	66,552,724
Debt service	958,924
Capital projects	3,035,942
Investment in Section 115 OPEB trust	3,267,926
Investment in Section 115 pension trust	6,668,501
Total restricted	106,369,320
Unrestricted (deficit)	(40,208,465)
Total net position	$ 236,550,119

See accompanying Notes to the Basic Financial Statements.

City of National City
Statement of Activities and Changes in Net Position
For the Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 12,467,497	$ 14,084,900	$ 978,497	$ -	$ 2,595,900
Public safety	50,093,848	3,577,172	1,465,566	-	(45,051,110)
Transportation	9,619,556	2,983,306	-	7,090,261	454,011
Community development	17,168,341	3,216,282	15,966,700	-	2,014,641
Health	9,301,026	13,905,625	-	-	4,604,599
Culture and leisure	9,651,503	320,066	45,755	-	(9,285,682)
Interest on long-term debt	3,367,717	-	-	-	(3,367,717)
Total governmental activities	111,669,488	38,087,351	18,456,518	7,090,261	(48,035,358)
	General revenues:				
	Taxes:				
	Property taxes				17,559,333
	Sales taxes				38,678,895
	Franchise taxes				2,490,691
	Business license taxes				935,316
	Transient occupancy taxes				2,488,614
	Total taxes				62,152,849
	Investment earnings				1,358,614
	Miscellaneous				194,882
	Total general revenues				63,706,345
	Change in net position				15,670,987
	Net position - beginning of year				220,879,132
	Net position - end of year				$ 236,550,119

See accompanying Notes to the Basic Financial Statements.

FUND FINANCIAL STATEMENTS

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GOVERNMENTAL FUND FINANCIAL STATEMENTS

General Fund – This is the primary operating fund of the City. It is used to account for all revenues and expenditures that are not required to be accounted for in another fund.

Housing Asset Fund - This fund is used to account for activities of housing assistance and assistance to low income families.

Housing Choice Voucher Program ("Section 8") Fund - This fund is used to account for the activities of housing assistance program funded by HUD. The program provides rental assistance to low income families by subsidizing a portion of the rent directly to landlords on behalf of very low income households.

Sewer Service Fund - This fund is used to account for the collection of sewer connection fees and monthly sewer service charges used for the construction and maintenance of City sewers.

ARPA Special Revenue Fund - This fund is used to account for the proceeds and expenditures of the American Recovery Plan Act funding received by the City.

Other Special Revenue Fund - This represents a combination of minor and less active funds that the City has combined for reporting purposes.

Housing Authority Special Revenue Fund - This fund is used to account for the activities of the development of a viable urban community by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons with low and moderate incomes.

POB Debt Service Fund - This fund is used to account for the sources and uses of and debt service on the 2021 Pension Obligation Bonds.

City of National City
Balance Sheet
Governmental Funds
June 30, 2023

	Major Funds				
	General Fund	Housing Asset Special Revenue Fund	Housing Choice Voucher Program Special Revenue Fund	Sewer Service Special Revenue Fund	ARPA Special Revenue Fund
ASSETS					
Cash and investments	$ 38,005,150	$ 811,048	$ 617,506	$ 26,399,518	$ 10,371,124
Receivables:					
Accounts	2,208,291	-	74,370	54,169	-
Taxes	6,594,646	-	-	19,414	-
Interest	104,408	1,203	-	33,481	-
Leases	3,155,223	-	-	-	-
Loans	-	10,329,296	-	-	-
Due from other funds	8,007,666	-	-	-	-
Due from other governments	177,406	-	-	4,078	-
Inventories and prepaid items	73,336	-	-	-	-
Land held for resale	4,021,182	1,245,000	-	-	-
Restricted cash and investments:					
Investment in Section 115 pension trust	6,668,501	-	-	-	-
Investment in Section 115 OPEB trust	3,267,926	-	-	-	-
Total assets	$ 72,283,735	$ 12,386,547	$ 691,876	$ 26,510,660	$ 10,371,124
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 2,504,214	$ -	$ 17,331	$ 190,827	$ 208,385
Due to other governments	61,220	-	-	-	-
Accrued liabilities	3,027,063	8,465	43,432	37,836	-
Due to other funds	-	-	-	-	-
Deposits	118,052	-	-	-	-
Unearned revenue	1,168,467	-	-	-	10,162,739
Total liabilities	6,879,016	8,465	60,763	228,663	10,371,124
Deferred inflows of resources:					
Lease-related	3,029,498	-	-	-	-
Unavailable revenues	-	-	-	-	-
Total deferred inflows of resources	3,029,498	-	-	-	-
Fund Balances:					
Nonspendable	4,094,518	-	-	-	-
Restricted	9,956,427	12,378,082	631,113	26,281,997	-
Committed	15,680,000	-	-	-	-
Assigned	9,604,056	-	-	-	-
Unassigned (deficit)	23,040,220	-	-	-	-
Total fund balances	62,375,221	12,378,082	631,113	26,281,997	-
Total liabilities, deferred inflows of resources, and fund balances	$ 72,283,735	$ 12,386,547	$ 691,876	$ 26,510,660	$ 10,371,124

(Continued)

See accompanying Notes to the Basic Financial Statements.

City of National City
Balance Sheet (Continued)
Governmental Funds
June 30, 2023

	Major Funds				
	Other Special Revenue Fund	Housing Authority Special Revenue Fund	POB Debt Service Fund	Total Non-major Governmental Funds	Total Governmental Funds
ASSETS					
Cash and investments	$ 7,981,563	$ 16,079,966	$ 13,951	$ 5,929,219	$ 106,209,045
Receivables:					
Accounts	50,785	45	-	105,166	2,492,826
Taxes	-	-	-	406,856	7,020,916
Interest	4,619	19,808	-	4,632	168,151
Leases	-	-	-	-	3,155,223
Loans	-	34,498,827	-	430,008	45,258,131
Due from other funds	-	-	-	-	8,007,666
Due from other governments	2,328,050	-	-	642,297	3,151,831
Inventories and prepaid items	-	25,805	-	-	99,141
Land held for resale	-	-	-	-	5,266,182
Restricted cash and investments:					
Investment in Section 115 pension trust	-	-	-	-	6,668,501
Investment in Section 115 OPEB trust	-	-	-	-	3,267,926
Total assets	$ 10,365,017	$ 50,624,451	$ 13,951	$ 7,518,177	$ 190,765,538
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 325,152	$ 230,898	$ 2,750	$ 1,104,120	$ 4,583,677
Due to other governments	-	-	-	-	61,220
Accrued liabilities	27,399	3,338	-	215,797	3,363,330
Due to other funds	6,845,085	-	-	1,162,581	8,007,666
Deposits	848,339	88,273	-	-	1,054,664
Unearned revenue	-	-	-	1,088	11,332,294
Total liabilities	8,045,975	322,509	2,750	2,483,586	28,402,851
Deferred inflows of resources:					
Lease-related	-	-	-	-	3,029,498
Unavailable revenues	-	487,703	-	-	487,703
Total deferred inflows of resources	-	487,703	-	-	3,517,201
Fund Balances:					
Nonspendable	-	25,805	-	-	4,120,323
Restricted	2,319,042	49,788,434	11,201	5,910,296	107,276,592
Committed	-	-	-	-	15,680,000
Assigned	-	-	-	-	9,604,056
Unassigned (deficit)	-	-	-	(875,705)	22,164,515
Total fund balances	2,319,042	49,814,239	11,201	5,034,591	158,845,486
Total liabilities, deferred inflows of resources, and fund balances	$ 10,365,017	$ 50,624,451	$ 13,951	$ 7,518,177	$ 190,765,538

(Concluded)

See accompanying Notes to the Basic Financial Statements.

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City of National City
Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position
June 30, 2023

Total Fund Balances - Total Governmental Funds	$ 158,845,486
Amounts reported for governmental activities in the Statement of Net Position were different because:	
Capital assets used in governmental activities were not financial resources and therefore were not reported in governmental funds.	
Government-wide Statement of Net Position	178,444,289
Less: internal service funds' capital assets	(4,393,241)
Total capital assets	174,051,048
Interest payable on long-term debt did not require current financial resources. Therefore, interest payable was not reported as a liability in Governmental Funds Balance Sheet (net of $5,914 in internal service funds).	(1,449,958)
Long-term liabilities were not due and payable in the current period and therefore were not reported in the governmental funds.	
Amount reported in Government-wide Statement of Net Position:	
Compensated absences - due within one year	(2,422,575)
Compensated absences - due in more than one year	(2,049,615)
Claims payable - due within one year	(2,000,747)
Claims payable - due in more than one year	(9,291,253)
Long-term debt - due within one year	(5,090,445)
Long-term debt - due in more than one year	(84,179,884)
Aggregate net pension liability	(45,551,663)
Total OPEB liability - due within one year	(396,045)
Total OPEB liability - due in more than one year	(4,436,125)
	(155,418,352)
Less: amount reported in internal service funds	
Leases payable - due within one year	159,172
Leases payable - due in more than one year	167,200
Compensated absences - due within one year	141,452
Claims payable - due within one year	2,000,747
Claims payable - due in more than one year	9,291,253
	11,759,824
Net long-term liabilities	(143,658,528)
Deferred outflows of resources related to pensions are not available for current period and, therefore, are deferred in the governmental funds or not recorded in the governmental funds.	35,788,081
Deferred outflows of resources related to OPEB are not available for current period and, therefore, are deferred in the governmental funds or not recorded in the governmental funds.	349,084
Deferred inflows of resources related to pensions are not available for current period and, therefore, are deferred in the governmental funds or not recorded in the governmental funds.	(4,193,753)
Deferred inflows of resources related to OPEB are not available for current period and, therefore, are deferred in the governmental funds or not recorded in the governmental funds.	(1,260,598)
Deferred amounts on refunding are not available for current period and, therefore, are deferred in the governmental funds or not recorded in the governmental funds.	21,000
Unavailable revenues are deferred in the governmental funds, but are recognized as revenues in the Government-wide statement of Net Position.	487,703
Internal service funds were used by management to charge the costs of certain activities to individual funds. The assets and liabilities of the internal service funds were included in governmental activities in the Government-wide Statement of Net Position.	17,570,554
Net Position of Governmental Activities	$ 236,550,119

See accompanying Notes to the Basic Financial Statements.

City of National City
Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Year Ended June 30, 2023

	Major Funds				
	General Fund	Housing Asset Special Revenue Fund	Housing Choice Voucher Program Special Revenue Fund	Sewer Service Special Revenue Fund	ARPA Special Revenue Fund
REVENUES:					
Taxes	$ 59,337,020	$ -	$ -	$ -	$ -
Licenses and permits	1,049,372	-	-	-	-
Fines and forfeitures	773,260	-	17,880	-	-
Use of money and property	2,101,683	161,449	2,605	134,480	-
Intergovernmental	951,725	-	14,137,120	-	4,328,333
Charges for services	3,658,791	-	-	13,242,543	-
Other revenues	1,930,299	-	-	-	-
Total revenues	69,802,150	161,449	14,157,605	13,377,023	4,328,333
EXPENDITURES:					
Current:					
General government	8,616,076	-	-	-	1,361,982
Public safety	43,438,266	-	-	-	56,561
Transportation	4,660,171	-	-	2,459	-
Community development	229,335	228,556	14,790,361	-	-
Health	-	-	-	8,959,853	-
Culture and leisure	3,863,018	-	-	-	-
Capital outlay	2,405,227	-	-	498,174	479,497
Debt service:					
Principal	324,474	-	-	-	-
Interest and fiscal charges	392,255	-	9,000	21,300	-
Total expenditures	63,928,822	228,556	14,799,361	9,481,786	1,898,040
REVENUES OVER (UNDER) EXPENDITURES	5,873,328	(67,107)	(641,756)	3,895,237	2,430,293
OTHER FINANCING SOURCES (USES):					
Transfers in	2,005,500	-	-	-	-
Transfers out	(2,567,210)	-	-	-	(2,430,293)
Total other financing sources (uses)	(561,710)	-	-	-	(2,430,293)
CHANGES IN FUND BALANCES	5,311,618	(67,107)	(641,756)	3,895,237	-
FUND BALANCES:					
Beginning of year	57,063,603	12,445,189	1,272,869	22,386,760	-
End of year	$ 62,375,221	$ 12,378,082	$ 631,113	$ 26,281,997	$ -

(continued)

See accompanying Notes to the Basic Financial Statements.

City of National City
Statement of Revenues, Expenditures, and Changes in Fund Balance (Continued)
Governmental Funds
For the Year Ended June 30, 2023

	Major Funds				
	Other Special Revenue Fund	Housing Authority Special Revenue Fund	POB Debt Service Fund	Total Non-major Governmental Funds	Total Governmental Funds
REVENUES:					
Taxes	$ 474,719	$ -	$ -	$ 5,599,663	$ 65,411,402
Licenses and permits	494,729	-	-	-	1,544,101
Fines and forfeitures	67,314	-	-	16,566	875,020
Use of money and property	23,452	1,333,745	13,951	75,240	3,846,605
Intergovernmental	8,689,658	171,396	-	2,221,845	30,500,077
Charges for services	131,446	-	5,729,428	9,957	22,772,165
Other revenues	750	305,402	-	137,755	2,374,206
Total revenues	9,882,068	1,810,543	5,743,379	8,061,026	127,323,576
EXPENDITURES:					
Current:					
General government	1,633,163	-	2,750	-	11,613,971
Public safety	1,353,245	-	-	16,021	44,864,093
Transportation	-	-	-	1,430,116	6,092,746
Community development	83,946	814,788	-	1,011,374	17,158,360
Health	226,672	-	-	116,203	9,302,728
Culture and leisure	193,522	-	-	4,940,660	8,997,200
Capital outlay	4,457,540	194,161	-	3,833,737	11,868,336
Debt service:					
Principal	-	-	2,565,000	880,000	3,769,474
Interest and fiscal charges	-	-	3,164,428	148,770	3,735,753
Total expenditures	7,948,088	1,008,949	5,732,178	12,376,881	117,402,661
REVENUES OVER (UNDER) EXPENDITURES	1,933,980	801,594	11,201	(4,315,855)	9,920,915
OTHER FINANCING SOURCES (USES):					
Transfers in	386,814	-	-	2,725,530	5,117,844
Transfers out	(5,500)	(545,073)	-	(48,061)	(5,596,137)
Total other financing sources (uses)	381,314	(545,073)	-	2,677,469	(478,293)
CHANGES IN FUND BALANCES	2,315,294	256,521	11,201	(1,638,386)	9,442,622
FUND BALANCES:					
Beginning of year	3,748	49,557,718	-	6,672,977	149,402,864
End of year	$ 2,319,042	$ 49,814,239	$ 11,201	$ 5,034,591	$ 158,845,486

(concluded)

See accompanying Notes to the Basic Financial Statements.

City of National City

Reconciliation of the Governmental Statement of Revenues, Expenditures, and Changes in Fund Balances to the Government-Wide Statement of Activities and Changes in Net Position

For the Year Ended June 30, 2023

Net Change in Fund Balances - Total Governmental Funds	$	9,442,622
Amounts reported for governmental activities in the Statement of Activities were different because:		
Governmental funds reported capital outlay as expenditures. However, in the Government-Wide Statement of Activities and Changes in Net Position, the cost of those assets was allocated over their estimated useful lives as depreciation expense. This was the amount of capital assets recorded in the current period (net of $437,043 added in internal service funds).		14,460,187
Depreciation and amortization expense on capital assets was reported in the Government-Wide Statement of Activities and Changes in Net Position, but they did not require the use of current financial resources. Therefore, depreciation and amortization expense was not reported as an expenditure in the Governmental Funds. This amount did not include the depreciation and amortization expense for Internal Service Funds in the amount of $970,453.		(6,344,527)
Repayment of long-term liabilities was an expenditures in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.		
Principal payment of long-term debt (net of $151,532 reported in internal service funds)		3,769,474
Amortization expenses were reported in the Government-Wide Statement of Activities and Changes in Net Position, but they did not require the use of current financial resources. Therefore, amortization expenses were not reported as expenditures in the Governmental Funds.		
Bond premium/discount		(5,537)
Deferred amount on refunding		(4,200)
Certain long-term liabilities were reported in the Government-Wide Statement of Activities and Changes in Net Position, but they did not require the use of current financial resources. Therefore, long-term liabilities were not reported as expenditures in governmental funds. These amounts represented the changes in long-term liabilities from prior year.		
Changes in compensated absences		(456,618)
Changes in total OPEB liabilities		(45,672)
Changes in the net pension liability		32,096,494
The net effect of various miscellaneous transactions involving pension plans (i.e. deferred inflow/outflow amortization, contributions after measurement date) decreased net position.		(38,396,700)
The net effect of various miscellaneous transactions involving the OPEB plan (i.e. deferred inflow/outflow amortization) decreased net position.		82,132
Unavailable revenues in the governmental funds were reported as revenue in the Government-Wide Statement of Net Position as follows:		
Investment earnings		(4,121)
Total adjustments		(4,121)
Interest expense on long-term debt was reported in the Government-Wide Statement of Activities and Changes in Net Position, but it did not require the use of current financial resources. This amount represented the change in accrued interest from prior year.		377,773
Internal service funds were used by management to charge the costs of certain activities to individual funds. The net revenue of internal service funds was reported with governmental activities.		699,680
Change in Net Position of Governmental Activities	$	15,670,987

See accompanying Notes to the Basic Financial Statements.

PROPRIETARY FUND FINANCIAL STATEMENTS

Internal Service Funds are funds used to account for interdepartmental operations where it is the stated intent that costs of providing services to the departments of the City on a continuing basis be financed or recovered primarily by charges to the user departments.

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City of National City
Statement of Net Position
Proprietary Funds
June 30, 2023

	Governmental Activities Internal Service Funds
ASSETS	
Current assets:	
Cash and investments	$ 25,947,541
Accounts receivable	61,565
Prepaid items and deposits	80,621
Total current assets	26,089,727
Noncurrent assets:	
Restricted cash and investments	10,334
Capital assets:	
Depreciable/amortizable assets, net of accumulated depreciation and amortization	4,393,241
Total capital assets, net	4,393,241
Total noncurrent assets	4,403,575
Total assets	30,493,302
LIABILITIES AND NET POSITION	
Liabilities:	
Current liabilities:	
Accounts payable and accrued liabilities	1,134,984
Salaries payable	22,026
Interest payable	5,914
Leases payable - due within one year	159,172
Compensated absences - due within one year	141,452
Claims payable - due within one year	2,000,747
Total current liabilities	3,464,295
Noncurrent liabilities:	
Leases payable - due in more than one year	167,200
Claims payable - due in more than one year	9,291,253
Total noncurrent liabilities	9,458,453
Total liabilities	12,922,748
Net Position:	
Net investment in capital assets	4,066,869
Restricted:	
Debt service	10,334
Total restricted	10,334
Unrestricted	13,493,351
Total net position	$ 17,570,554

See accompanying Notes to the Basic Financial Statements.

City of National City
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2023

	Governmental Activities Internal Service Funds
OPERATING REVENUES:	
Charges for services	$ 12,796,393
Other	31,592
Total operating revenues	12,827,985
OPERATING EXPENSES:	
Operations and administration	7,079,633
Maintenance	4,556,188
Depreciation and amortization	970,453
Total operating expenses	12,606,274
OPERATING INCOME	221,711
NONOPERATING REVENUES (EXPENSES):	
Intergovernmental	21,020
Interest expense	(21,344)
Total nonoperating revenues (expenses)	(324)
INCOME (LOSS) BEFORE TRANSFERS	221,387
TRANSFERS	
Transfers in	478,293
Total transfers	478,293
CHANGES IN NET POSITION	699,680
NET POSITION:	
Beginning of year	16,870,874
End of year	$ 17,570,554

See accompanying Notes to the Basic Financial Statements.

City of National City
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2023

	Governmental Activities Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES:	
Cash received from other funds	$ 12,796,393
Cash payments for goods and services	(11,301,209)
Other operating revenues	31,592
Net cash provided by operating activities	1,526,776
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Principal paid on leases	(151,532)
Acquisition of capital assets	(437,045)
Interest paid	(21,343)
Net cash (used in) capital and related financing activities	(609,920)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:	
Amounts received from other agencies	21,020
Transfers in	478,294
Net cash provided by noncapital financing activities	499,314
Net change in cash and cash equivalents	1,416,170
CASH AND CASH EQUIVALENTS:	
Beginning of year	24,541,705
End of year	$ 25,957,875
RECONCILIATION TO STATEMENT OF NET POSITION:	
Cash and investments	$ 25,947,541
Restricted cash and investments	10,334
Total cash and cash equivalents	$ 25,957,875
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Operating income	$ 221,711
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation and amortization	970,453
Changes in operating assets and liabilities:	
Prepaid items and deposits	(43,101)
Accounts payable and accrued liabilities	36,637
Salaries payable	(16,783)
Compensated absences	31,859
Claims payable	326,000
Total adjustments	1,305,065
Net cash provided by operating activities	$ 1,526,776

See accompanying Notes to the Basic Financial Statements.

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FIDUCIARY FUND FINANCIAL STATEMENTS

Custodial Fund – This fund is used to account for assets held by the City in a custodial capacity for individuals, private organizations, and/or other governments.

The Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") Private-Purpose Trust Fund – This fund is used to account for monies received from the San Diego County Auditor Controller for the payment of the enforceable obligations of the former National City Redevelopment Agency. These funds are restricted for the sole purpose of payment of items on an approved Recognized Payment Obligation Schedule (ROPS).

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City of National City
Statement of Fiduciary Net Position
Fiduciary Activities
June 30, 2023

	Custodial Fund	Successor Agency Private-Purpose Trust Fund
ASSETS		
Cash and investments	$ 2,842,879	$ 4,405,808
Receivables:		
Accounts	-	10,963
Loans	-	282,147
Restricted cash and investments with fiscal agent	-	26,464
Total assets	2,842,879	4,725,382
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amount on refunding	-	4,522,598
Total deferred outflows of resources	-	4,522,598
LIABILITIES		
Accounts payable and accrued liabilities	133,985	4,509
Interest payable	-	371,859
Long-term debt - due within one year	-	3,286,000
Long-term debt - due in more than one year	-	29,442,000
Developer deposits	2,708,894	25,000
Total liabilities	2,842,879	33,129,368
NET POSITION (DEFICIT)		
Restricted for:		
Other governments, individuals, and organizations	-	-
Held in trust for dissolution of redevelopment agency	-	(23,881,388)
Total net position (deficit)	$ -	$ (23,881,388)

See accompanying Notes to the Basic Financial Statements.

City of National City
Statement of Changes in Fiduciary Net Position
Fiduciary Activities
For the Year Ended June 30, 2023

	Custodial Fund	Successor Agency Private-Purpose Trust Fund
ADDITIONS:		
Property taxes	$ -	$ 4,199,028
Investment income	-	4,675
Miscellaneous	-	200,000
Total additions	-	4,403,703
DEDUCTIONS:		
Enforceable obligations	-	4,373
Community development	2,325,938	1,264,979
Administrative expenses	-	336,873
Total deductions	2,325,938	1,606,225
Changes in net position	(2,325,938)	2,797,478
NET POSITION (DEFICIT):		
Beginning of year	2,325,938	(26,678,866)
End of year	$ -	$ (23,881,388)

See accompanying Notes to the Basic Financial Statements.

NOTES TO THE
BASIC FINANCIAL STATEMENTS

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City of National City
Index to the Notes to the Basic Financial Statements
For the Year Ended June 30, 2023

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Note 1 – Reporting Entity and Summary of Significant Accounting Policies

The basic financial statements of the City of National City, California (the "City") have been prepared in conformity with accounting principles generally accepted of the United States of America ("US GAAP") as applied to governmental agencies. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

A. Reporting Entity

The City was incorporated September 17, 1887 under the general laws of the State of California. The City operates under a Council-Manager form of government and provides basic local governmental services including public safety (police and fire), maintenance and construction of public improvements, cultural, recreation, planning, zoning, transportation, health services and general administration. In addition, the City operates the Community Development Commission (which formerly included the Morgan Towers and Kimball Towers Enterprise Funds). The City sold Kimball Towers and Morgan Towers to two not-for-profit organizations on March 28, 2019. The sale was intended to ensure the feasibility of the renovation, since not-for-profit organizations have financing sources that are unavailable to a developer such as a City.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The primary criteria for including a potential component unit within the reporting entity are the governing body's financial accountability and a financial benefit or burden relationship and whether it is misleading to exclude. A primary government is financially accountable and shares a financial benefit or burden relationship if it appoints a voting majority of an organization's governing body and it is able to impose its will on the organization, or if there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government. A primary government may also be financially accountable if an organization is fiscally dependent on the primary government regardless of whether the organization has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board, and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government.

Blended Component Units

The financial reporting entity consists of the primary government, the City, and its component units. Component units are legally separate entities for which the elected officials of the primary government are financially accountable. In addition, component units can be other organizations for which the primary government is accountable and their exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Blended component units, although legally separate entities, are, in substance part of the government's operation and so data from these units are combined with data of the primary government. Discretely presents component units, on the other hand, are reported in a separate column in the combined financial statements to emphasize that they are legally separate from the government.

Although the following are legally separate from the City, they have been "blended" as though they are part of the City because the component unit's governing body is substantially the same as the City's and there is a financial benefit or burden relationship between the City and the component unit; management of the City has operational responsibilities for the component units; and/or the component units provide services entirely, or almost entirely, to the City or otherwise exclusively, or almost exclusively, benefits the City, even though it does not provide services directly to it.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

A. Reporting Entity (Continued)

Blended Component Units (Continued)

National City Joint Powers Financing Authority

The National City Joint Powers Financing Authority (the "NCJPFA") was created pursuant to a joint exercise of powers agreement entered into by and between the City and the CDC on April 16, 1991. The purpose of such agreement was to provide for the financing and construction of a new police facility and a new community center. The NCJPFA is administered by a commission consisting of the members of the City Council and all voting power of the NCJPFA resides in the commission. The NCJPFA exclusively benefits the City. In 2017 the NCJPFA facilitated the lease financing of the 2017 Energy Savings Project. There are no separate financial statements available.

Parking Authority of the City of National City

In July 1977, the Parking Authority of the City of National City (the "Parking Authority") was activated pursuant to the Parking Law of 1949 for the financing and construction of the Plaza Bonita Parking Facility. Currently it is used to account for the City's parking enforcement activities and developing solutions to demand for parking in various sections of the City. The City Council is the governing board of the Authority. The Authority exclusively benefits the City. The capital assets of the Parking Authority have been included in the Government-Wide Financial Statements. There are no separate financial statements available.

Community Development Commission of the City of National City

The National City Redevelopment Agency (the "RDA"), pursuant to provisions of the California Health and Safety Code, was established in April 1967 to undertake and carry out the redevelopment of certain areas within the City that were determined to be blighted. In 1975, the City formed the Housing Authority and concurrently established the Community Development Commission (the "CDC") to oversee both the RDA and the Housing Authority. In 2012, redevelopment agencies throughout the state of California were dissolved, including the National City RDA. The CDC remains as an active entity with respect to its Housing Authority functions. The City Council is the Governing Board of the CDC. There are no separate financial statements available.

The following specific criteria were used in determining the status of these component units:

- Members of the City Council also act as the governing body of the NCJPFA, the Parking Authority, and the CDC;
- The City, the NCJPFA, the Parking Authority, and the CDC are financially interdependent;
- The NCJPFA, the Parking Authority, and the CDC are managed by employees of the City, who provide various support functions including financial reporting and investment decisions.

B. Basis of Accounting and Measurement Focus

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained in accordance with legal and managerial requirements.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

The Statement of Net Position and Balance Sheet – Governmental Funds report separate sections for deferred outflows of resources, and deferred inflows of resources, when applicable.

Deferred Outflows of Resources represent outflows of resources (consumption of net assets that applies to future periods) that apply to future periods and that, therefore, will not be recognized as an expense until that time.

Deferred Inflows of Resources represent inflows of resources (acquisition of net assets that applies to future periods) that apply to future periods and that, therefore, are not recognized as revenue until that time.

Government - Wide Financial Statements

The City's Government-Wide Financial Statements include a Statement of Net Position and a Statement of Activities and Changes in Net Position. These statements present summaries of governmental and business-type activities for the City accompanied by a total column. Fiduciary activities of the City are not included in these statements.

These financial statements are presented on an *"economic resources"* measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services;
- Operating grants and contributions;
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities and Changes in Net Position, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due to/from other funds;
- Advances to/from other funds;
- Transfers in/out

Governmental Fund Financial Statements

Governmental Fund Financial Statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances for all major governmental funds and non-major funds aggregated. An accompanying schedule is presented to reconcile and explain the differences in net position as presented in these statements to the net position presented in the Government-Wide Financial Statements. The City has presented all major funds that met the applicable criteria.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Governmental Fund Financial Statements (Continued)

All governmental funds are accounted for on a spending or *"current financial resources"* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recognized as soon as they are both "measurable" and "available". Revenues are considered to be available when they are collectible within the current period or as soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property tax, sales tax, intergovernmental revenues and other taxes. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

The Reconciliation of the Fund Financial Statements to the Government-Wide Financial Statements is provided to explain the differences created by the integrated approach of GASB Statement No. 34.

The City reports the following major governmental funds:

General Fund – This is the primary operating fund of the City. It is used to account for all revenues and expenditures that are not required to be accounted for in another fund.

Housing Asset Special Revenue Fund – This fund was established in 2012 pursuant to the redevelopment agency dissolution legislation to account for the assets and activities of the former RDA's Low-and-Moderate-Income Housing Fund.

Housing Choice Voucher Program ("Section 8") Special Revenue Fund – This fund is used to account for the activities of Housing Assistance Program. The program provides rental assistance to low-income families by subsidizing a portion of the rent directly to landlords on behalf of low-income households. The major revenue source for this fund is Housing Assistance Payments and Administrative Fees.

Sewer Service Special Revenue Fund – This fund is used to account for the collection of sewer connection fees and sewer service charges billed and paid via the County's annual property tax collection system which are used for the construction and maintenance of the City's sewer system. The major revenue source for this fund is the sewer service charge.

ARPA Special Revenue Fund – This fund is used to account for the proceeds and expenditures of the American Recovery Plan Act funding received by the City.

Other Special Revenue Fund – This represents a combination of minor and less active funds that the City has combined for reporting purposes. The major revenue sources consist of intergovernmental revenues, user-charge fees, franchise fees, and development impact fees.

Housing Authority Special Revenue Fund - This fund is used to account for the activities of the development of a viable urban community by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons with low and moderate incomes.

POB Debt Service Fund - This fund is used to account for the sources and uses of and debt service on the 2021 Pension Obligation Bonds.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Proprietary Fund Financial Statements

Proprietary Fund Financial Statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows. All of the City's proprietary funds are internal service funds. A column representing internal service funds is presented in these statements. Internal service fund balances and activities have been combined with the governmental activities in the Government-Wide Financial Statements. The City's internal service funds include seven individual funds which provide services directly to other City funds. These areas of service include Facilities Maintenance, Liability Insurance, Information Systems Maintenance, Office Equipment Depreciation, Telecommunications, Vehicle Replacement, and Vehicle Maintenance.

Proprietary funds are accounted for using the *"economic resources"* measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenues) and decreases (expenses) in total Net Position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. In these funds, receivables have been recorded as revenue and provisions have been made for uncollectible amounts.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as non-operating expenses.

The City reports the following proprietary funds (all are internal service funds) that are funded by user departments on a cost reimbursement basis:

Facilities Maintenance Fund—This fund is used to account for the cost of maintaining all City-owned buildings in a clean, safe, workable, and pleasant condition.

Liability Insurance Fund—This fund is used to account for the costs of maintaining the City's Worker's Compensation and liability insurance programs.

Information Systems Maintenance Fund—This fund is used to account for the costs to maintain and replace City information technology software and hardware and related equipment as well as pay for the City staff that provide support to other City departments on a daily basis.

Office Equipment Depreciation Fund—This fund is used to account for the costs to replace City office equipment.

Telecommunications Revolving Fund—This fund is used to account for the costs of maintaining the City's telecommunication systems.

Motor Vehicle Service Fund—This fund is used to account for the City's costs of preventative maintenance and repairs for its fleet, including police, fire, general administrative, park, sewer, and public works equipment.

Vehicle Replacement Fund—This fund is used to account for the costs to lease or purchase new or replacement City fleet vehicles and related equipment.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Fiduciary Fund Financial Statements

Fiduciary fund financial statements include a Statement of Net Position and a Statement of Changes in Fiduciary Net Position. The City's fiduciary funds represent custodial funds and private purpose trust funds. Both the custodial funds and the private purpose trust funds use the economic resources measurement focus and are accounted for on the full accrual basis of accounting.

Fiduciary fund types are accounted for according to the nature of the fund. The City's Custodial funds (Cobra Insurance and Miscellaneous Developer's Deposits) are purely custodial in nature. These funds are used to account for money and property held by the City as trustee or custodian.

The City has one active private purpose trust fund, the Redevelopment Obligations Retirement Fund, which is used to report the assets, liabilities, and activities of the Successor Agency to the former redevelopment agency. The ***Successor Agency to the Community Development Commission as the National City Redevelopment Agency (the "Successor Agency")*** was created by the City Council of National City (City Council) in January 2012. It was established pursuant to Assembly Bill X1 26. Its purpose is to expeditiously wind down the affairs of the dissolved Redevelopment Agency. The governing body of the Successor Agency is comprised of the members of the City Council. Certain actions of the Successor Agency Board are subject to review by the Countywide Oversight Board and the California State Department of Finance. The Successor Agency has been included in the accompanying basic financial statements as a private purpose trust fund. Its results of operations are presented on the Statement of Changes in Fiduciary Net Position.

C. Cash, Cash Equivalents and Investments

The City pools its available cash for investment purposes. The City considers pooled cash and investment amounts, with original maturities of three months or less, to be cash equivalents.

Highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Fair value is used as fair value for those securities for which market quotations are readily available.

The statement of cash flows requires presentation of "cash and cash equivalents". For the purposes of the statement of cash flows, the City considers all proprietary fund pooled cash and investments as "cash and cash equivalents", as such funds are available to the various funds as needed.

Certain disclosure requirements, if applicable, for deposit and investment risks in the following areas:

- Interest rate risk
- Credit risk
  - Overall
  - Custodial credit risk
  - Concentration of credit risk
- Foreign currency risk

In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

D. Fair Value Measurement

U.S. GAAP defines fair value, establishes a framework for measuring fair value, and establishes disclosures about fair value measurement. Investments, unless otherwise specified, are recorded at fair value in the Statements of Net Position and are categorized based upon the level of judgment associated with the inputs used to measure their fair value. The levels of inputs are as follows:

Level 1 – Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.

Level 2 – Inputs, other than quoted prices included in Level 1, which are observable for the assets or liabilities through corroboration with market data at the measurement date.

Level 3 – Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the assets or liabilities at the measurement date.

Investments that don't fit into one of the three levels of inputs are described as "uncategorized."

E. Leases

The City is a lessor for leases of land and recognizes leases receivable and deferred inflows of resources in the financial statements. Variable payments based on future performance or usage of the underlying asset are not included in the measurement of the lease receivable.

At the commencement of a lease, the lease receivable is measured at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflows of resources are initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflows of resources are recognized as revenue over the life of the lease term in a systematic and rational method.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses the average of the Local Agency Investment Fund ("LAIF") rate and the incremental borrowing rate ("IBR") provided by the City's financial institutions at July 1, 2021 for existing leases or the current rate at the time a new lease is executed.
- The lease term includes the noncancelable period of the lease plus any option periods that are likely to be exercised.
- Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

F. Inventories and Prepaid items

Inventories are valued on an average-cost basis which is adjusted to annual physical counts or estimates under the consumption method of accounting and are recorded in the internal service funds. Prepaid items are items the City has paid in advance and will receive future benefit from.

G. Restricted Assets

Fiscal agents acting on behalf of the City hold investment funds placed in irrevocable IRS Section 115 pension and OPEB trusts. These funds are restricted by the trust agreements and are to be used only for pension and/or OPEB contributions or benefit payments.

H. Interfund Transactions

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" or "advances to/from other funds" (i.e., the current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the Governmental-Wide Financial Statements as "internal balances."

I. Capital Assets

Capital assets are valued at historical cost or estimated historical cost if actual historical cost was not available. Donated capital assets are valued at their estimated acquisition value on the date donated. City policy has set the capitalization threshold for reporting capital assets at $5,000 (including infrastructure assets). Depreciation is recorded on a straight-line basis over estimated useful lives of the assets as follows:

Buildings and improvements	10 -50 years
Machinery and equipment	2 -20 years
Infrastructure	25 -75 years
Radio rights	20 years

For all infrastructure systems, the City elected to use the basic approach for infrastructure reporting. The City defines infrastructure as the basic physical assets that allow the City to function. The assets include the streets, water purification and distribution system, sewer collection and treatment system, parks and recreation, lands and improvements, storm water conveyance system, and buildings combined with the site amenities such as parking and landscaped areas used by the City in the conduct of its business. Each major infrastructure system can be divided into subsystems. For example, the street system can be subdivided into pavement, curb and gutters, sidewalks, medians, streetlights, traffic control devices (signs, signals and pavement markings), landscaping and land.

These subsystems were not delineated in the basic financial statements. The appropriate operating department maintains information regarding the subsystems.

The governmental fund financial statements do not present capital assets but capital assets are shown in the Reconciliation of Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

J. Land Held for Resale

Land held for resale is valued at the lower of cost or net realizable value. The reported amount is classified as nonspendable net position in the General Fund and in the Housing Special Revenue Fund.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

K. Compensated Absences

In government-wide financial statements and the proprietary fund financial statements, compensated absences are recorded as expenses and liabilities as incurred.

In governmental fund financial statements, compensated absences are recorded as expenditures in the years paid, and it is the City's policy to liquidate any unpaid vacation, sick leave, or compensatory time at year-end from future resources rather than currently available and expendable resources. The General Fund and internal service funds are typically used to liquidate compensated absences.

L. Long-Term Debt

Government-Wide Financial Statements

Long-term debt and other financial obligations are reported as liabilities in the appropriate funds.

Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable premium or discount. Issuance costs are expensed when incurred.

Fund Financial Statements

The fund financial statements do not present long-term debt, but long-term debt is shown in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

M. Property Taxes

Property taxes are payable by property owners in two installments: November 1 and February 1 of each year. Property taxes become delinquent on December 10 and April 10, for the first and second installments, respectively. The lien date is January 1. The County of San Diego, California (County) bills and collects property taxes and remits them to the City according to a payment schedule established by the County.

Property tax revenue is recognized in the fiscal year for which the taxes have been levied, provided the taxes are received within 60 days after the end of the fiscal year. Property taxes received after this date are not considered available as a resource that can be used to finance the current year operations of the City and, therefore, are not recorded as revenue until collected. No allowance for doubtful accounts was considered necessary because the City participates in the California Teeter Plan whereby local agencies receive 100% of their current secured and unsecured tax levy in exchange for allowing the sponsoring county to retain all interest and penalties on any late property tax payments.

N. Unearned Revenue

Unearned revenue recorded in the Government-Wide Statement of Net Position for governmental activities and the governmental fund financial statements consists of federal and state capital grants, representing voluntary non-exchange transactions, for which advance payments have been received from the provider for which eligibility requirements, other than timing requirements, have not been satisfied.

Unearned revenue recorded in the Government-Wide Statement of Net Position for business-type activities and the proprietary fund financial statements generally consist of program fees collected from customers prior to the statement of net position date for recreation programs that begin in the next fiscal year or donations for capital or work projects, for which the related expenses have not yet been incurred.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

O. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the pension plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value. The following timeframes are used for pension reporting:

CalPERS:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Measurement Period	July 1, 2021 to June 30, 2022

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over five years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

P. Other Postemployment Benefits

For purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the plan and additions to/deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by the plan (Note 12).

The following timeframes are used for OPEB reporting:

Valuation Date	June 30, 2023
Measurement Date	June 30, 2023
Measurement Period	July 1, 2022 to June 30, 2023

Q. Net Position

In government-wide and proprietary fund financial statements, net position is categorized as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation and amortization, plus deferred outflows of resources attributable to their acquisition, reduced by the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of those assets and deferred inflows of resources attributable to their acquisition.

Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.

Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

R. Fund Balances

In governmental fund financial statements, fund balances are categorized as follows:

Nonspendable – Items that cannot be spent because they are not in spendable form, such as prepaid items and inventories, or items that are legally or contractually required to be maintained intact, such as principal of an endowment or revolving loan funds.

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

Committed – Committed fund balances encompass the portion of net fund resources, the use of which is constrained by limitations that the government imposes upon itself at its highest level of decision making, normally the governing body and that remain binding unless removed in the same manner. Adoption of a resolution by the City Council is required to commit resources or rescind the commitment. The action that constitutes the most binding constraint (i.e. ordinance) of the City's highest level of decision-making authority, the City Council, commits fund balance for specific purposes. Commitments may be changed or lifted only by the City taking the same formal action that imposed the constraint originally.

Assigned – Assigned fund balances encompass the portion of net fund resources reflecting the government's intended use of resources. Assignment of resources can be done by the highest level of decision making or by a committee or official designated for that purpose. The City Council has authorized the City Manager to determine and define the amount of assigned fund balances.

Unassigned – This amount is for any portion of the fund balances that do not fall into one of the above categories. The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount because all of the fund balance is assumed to be either nonspendable, restricted, committed, or assigned for the purposes of the respective funds. However, in other governmental funds, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

S. Spending Policy

Government-Wide Financial Statements and the Proprietary Fund Financial Statements

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first.

Governmental Fund Financial Statements

When expenditures are incurred for purposes where only unrestricted fund balances are available, the City uses the unrestricted resources in accordance with the City's budget and the purposes for which the committed, assigned, and unassigned balances have been reported.

T. Use of Estimates

The preparation of basic financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from these estimates and assumptions.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

U. Accounting Changes

New Governmental Accounting Standards Implemented for the Year Ended June 30, 2023

GASB Statement No. 91

In May 2019, GASB issued Statement No. 91, *Conduit Debt Obligations.* The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. Application of this statement did not have a significant effect on the City's financial reporting for the fiscal year ended June 30, 2023.

GASB Statement No. 94

In March 2020, GASB issued Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements.* The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Application of this statement did not have a significant effect on the City's financial reporting for the fiscal year ended June 30, 2023.

GASB Statement No. 96

In May 2020, GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements.* This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. Application of this statement did not have a significant effect on the City's financial reporting for the fiscal year ended June 30, 2023.

GASB Statement No. 99

In April 2022, GASB issued Statement No. 99, *Omnibus 2022*. The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing (1) practice issues that have been identified during implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. Application of this statement did not have a significant effect on the City's financial reporting for the fiscal year ended June 30, 2023.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

U. Accounting Changes (Continued)

Upcoming Governmental Accounting Standards Implementation

GASB Statement No. 100

In June 2022, GASB issued Statement No. 100, *Accounting Changes and Error Corrections – an Amendment of GASB Statement No. 62*. The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. Application of this statement is effective for the City's fiscal year ending June 30, 2024.

GASB Statement No. 101

In June 2022, GASB issued Statement No. 101, *Compensated Absences*. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Application of this statement is effective for the City's fiscal year ending June 30, 2025.

GASB Statement No. 102

In December 2023, GASB issued Statement No. 102, *Certain Risk Disclosures*. The objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. Application of this statement is effective for the City's fiscal year ending June 30, 2025.

Note 2 – Cash and Investments

The following is a summary of pooled cash and investments, including cash and investments with fiscal agents at June 30, 2023.

	Governmental Activities	Fiduciary Funds Statement of Net Position	Total
Cash and investments	$ 132,156,586	$ 7,248,687	$ 139,405,273
Restricted cash and investments:			
Section 115 pension trust	6,668,501	-	6,668,501
Section 115 OPEB trust	3,267,926	-	3,267,926
Held by fiscal agent	10,333	26,464	36,797
Total restricted cash and investments	9,946,760	26,464	9,973,224
Total cash and investments	$ 142,103,346	$ 7,275,151	$ 149,378,497

Cash, cash equivalents and investments consisted of the following at June 30, 2023:

Petty cash	$ 325
Deposits with financial institutions	19,830,756
Investments	119,574,192
Section 115 pension trust	6,668,501
Section 115 OPEB trust	3,267,926
Investments held by bond trustee	36,797
Total cash and investments	$ 149,378,497

Note 2 – Cash and Investments (Continued)

A. Deposits

The carrying amount of the City's cash deposits were $19,830,759 at June 30, 2023. Bank balances before reconciling items were $24,250,814 at that date, the total amount of which was insured or collateralized with securities held by the pledging financial institutions in the City's name as discussed below.

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

The fair value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total cash deposits. The City may waive collateral requirements for cash deposits, which are fully insured up to $250,000 by the Federal Deposit Insurance Corporation. The City, however, has not waived the collateralization requirements.

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated on an accounting period basis to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

B. Investments

Investments Authorized by the California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio*	Maximum Investment in One Issuer
Bankers' Acceptances	180 days	40%	5%
Negotiable Certificates of Deposits	5 years	30%	5%
Commercial Paper	270 days	25%	5%
State and Local Agency Bond Issues	5 years	None	10%
US Treasury Obligations	5 years	None	None
US Agency Securities	5 years	None	None
Repurchase Agreement	90 days	None	10%
Reverse-Purchase Agreements	92 days	20%	10%
Medium-Term Corporate Notes	5 years	30%	10%
Federally Insured Time Deposits	5 years	None	10%
Money Market Mutual Funds	N/A	20%	10%
Local Agency Investment Fund (LAIF)	N/A	None	$50 Million**
Investment Trust of California (CalTrust)	N/A	None	10%
San Diego County Pool Money Fund	None	None	None
Asset-Backed Securities	5 years	20%	20%
Supranationals	5 years	30%	10%

* Excluding amounts held by bond trustee that are not subject to California Government Code restriction.

** Maximum is $50 million per account.

Note 2 – Cash and Investments (Continued)

B. Investments (Continued)

Investments Authorized by Debt Agreements

Investments of debt proceeds held by bond trustee are governed by provisions of the debt agreement rather than the general provisions of the California Government Code or the City's investment policy. The table below identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
US Treasury Obligations	None	None	None
US Agency Securities	None	None	None
Banker's Acceptances	180 days	None	None
Commercial Paper	270 days	None	None
Money Market Mutual Funds	N/A	None	None
Investment Contracts	30 years	None	None
Certificates of Deposit	None	None	None
Repurchase Agreements	None	None	None
Mortgage Pass-Through Securities	None	None	None
State Bonds or Notes	None	None	None
Municipal Bonds or Notes	None	None	None
San Diego County Pool Money Fund	None	None	None
Asset-Backed Securities	5 years	20%	20%

C. Fair Value Measurement

As of June 30, 2023, the City's investments had the following recurring fair value measurements:

Investment Type	Level 2	Uncategorized	Total	Percent of Total
LAIF	$ -	$ 46,493,222	$ 46,493,222	35.89%
Money market funds	-	43,730	43,730	0.03%
San Diego County Investment Pool	-	37,209,041	37,209,041	28.72%
Supranational	1,520,252	-	1,520,252	1.17%
Asset-backed Securities	1,265,673	-	1,265,673	0.98%
US Corporate	9,267,721	-	9,267,721	7.15%
US Treasury obligations	17,135,456	-	17,135,456	13.23%
US Agency Securities	5,941,440	-	5,941,440	4.59%
Collateralized mortgage obligations	697,657	-	697,657	0.54%
Subtotal	35,828,199	83,745,993	119,574,192	92.30%
Held by fiscal agent:				
Section 115 pension trust	-	6,668,501	6,668,501	5.15%
Section 115 OPEB trust	-	3,267,926	3,267,926	2.52%
Money market funds	-	36,797	36,797	0.03%
Subtotal	-	9,973,224	9,973,224	7.70%
Total Investments	$ 35,828,199	$ 93,719,217	$ 129,547,416	100.00%

Note 2 – Cash and Investments (Continued)

C. Fair Value Measurement (Continued)

Debt and equity securities classified in Level 1 (where applicable) are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following approaches:

- U.S. Treasury obligations, U.S. corporate securities, U.S. agency securities, supranationals, commercial paper, and collateralized mortgage obligations: quoted prices for identical securities in markets that are not active;
- Medium term notes: quoted prices for similar securities in active markets.

D. Risk Disclosures

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity, the greater the sensitivity its fair value is to changes in market interest rates. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy provides that final maturities of securities cannot exceed five years, except as otherwise stated in the investment policy. Specific maturities of investments depend on liquidity needs.

As of June 30, 2023, the City had the following investments and maturities:

		Investment Maturities		
Investment Type	**Fair Value**	**1 year or less**	**1 to 2 years**	**2-3 years**
LAIF	$ 46,493,222	$ 46,493,222	$ -	$ -
Money market funds	43,730	43,730	-	-
San Diego County Investment Pool	37,209,041	37,209,041	-	-
Supranational	1,520,252	-	1,520,252	-
Asset-backed securities	1,265,673	-	493,385	772,288
US Corporate	9,267,721	2,158,128	1,573,473	5,536,120
US Treasury obligations	17,135,456	624,889	1,985,935	14,524,632
US Agency Securities	5,941,440	3,123,587	1,474,085	1,343,768
Collateralized mortgage obligations	697,657	697,657		
Subtotal	119,574,192	90,350,254	7,047,130	22,176,808
Held by fiscal agent:				
Section 115 pension trust	6,668,501	6,668,501	-	-
Section 115 OPEB trust	3,267,926	3,267,926	-	-
Money market funds	36,797	36,797	-	-
Subtotal	9,973,224	9,973,224	-	-
Total Investments	$ 129,547,416	$ 100,323,478	$ 7,047,130	$ 22,176,808

The weighted average maturity of the portfolio was 0.77 years.

Note 2 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. To be eligible to receive City money, a bank, savings association, federal association, or federally insured industrial loan company shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low-and-moderate-income neighborhoods.

The City's investments are rated by the nationally recognized statistical rating organizations as follows:

Investment Type	Fair Value	Moody's	Standard & Poor's
LAIF	$ 46,493,222	not rated	not rated
Money Market Funds	43,730	Aaa	AAA
San Diego County Investment Pool	37,209,041	not rated	not rated
Supranational	1,520,252	Aaa	AAA
Asset-backed Securities	1,265,673	Various	Various
US Corporate	9,267,721	Various	Various
US Treasury obligations	17,135,456	n/a	n/a
US Agency securities	5,941,440	Aaa	AA+
Collateralized mortgage obligations	697,657	not rated	not rated
Investment in Section 115 pension trust	6,668,501	not rated	not rated
Investment in Section 115 OPEB trust	3,267,926	not rated	not rated
Investments held by bond trustee	36,797	not rated	not rated
	$ 129,547,416		

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of the failure of the counter party, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. All securities, with the exception of LAIF and other pooled investments, are held by a third-party custodian (BNY Western Trust). BNY is a registered member of the Federal Reserve Bank.

Concentration of Credit Risk

The City's investment policy contains limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. Investments in any one issuer that represent 5% or more of total City's investments are as follows:

Issuer	Investment Type	Fair Value	Percentage
Local Agency Investment Fund (LAIF)	California Pooled Investment Fund	$ 46,493,222	35.89%
San Diego County Investment Pool	San Diego County Pooled Investment Fund	37,209,041	28.72%
US Treasury obligations	US Treasury Obligations	17,135,456	13.23%
PARS pension trust	Investment in Section 115 pension trust	6,668,501	5.15%
US Corporate	Corporate Medium Term Notes	9,267,721	7.15%

Note 2 – Cash and Investments (Continued)

E. Investments in Local Agency Investment Fund

The City is a participant in LAIF which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments in LAIF at June 30, 2023 included a portion of pool funds invested in Structure Notes and Asset-Backed Securities:

Structured Notes are debt securities (other than asset-backed securities) whose cash-flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities, the bulk of which are mortgage-backed securities, entitle their purchasers to receive a share of the cash flows from pool of assets such as principal and interest repayments from a pool of mortgages (such as Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2023, the City had $46,493,222 invested in LAIF, which had invested 2.78% of the pool investment funds in Structured Notes and Asset-Back Securities. LAIF determines fair value on its investment portfolio based on market quotations for those securities where market quotations are readily available and based on amortized cost or best estimate for those securities where fair value is not readily available. The City valued its investments in LAIF as of June 30, 2023, by multiplying its account balance with LAIF times a fair value factor determined by LAIF. This fair value factor was determined by dividing all LAIF participants' total aggregate amortized cost by total aggregate fair value. The fair value of the City's position in the pool is the same as the value of the pool shares. The credit quality rating of LAIF is unrated as of June 30, 2023.

F. Investments in San Diego County Investment Pool

The City also participates in the San Diego County Treasurer's Pooled Money Fund which is administered by the Treasurer-Tax Collector's Office. At June 30, 2023, the City had $37,209,041 invested in the pool. The fair value of Commission's investment in the pool is reported at amounts based upon the City's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). Earnings realized on investments based on amortized cost are distributed to Investment Pool participants. Section 27013 of the California Government Code authorizes the Treasurer's Office to deduct administrative fees related to investments. The net realized earnings on investments are apportioned to the Investment Pool participants quarterly, based on the participants' average daily balances. The County's annual financial report for the Pool can be obtained from the Treasurer-Tax Collector at 1600 Pacific Highway, Room 162, San Diego, California, 92101 and can also be accessed at **http://www.sdtreastax.com.**

Note 3 – Leases Receivable and Related Deferred Inflows of Resources

The City leases land to third parties. Leases receivable consist of agreements with third parties for the "right–to–use" the underlying asset at various locations owned by the City. The remaining terms of the agreements range from one to 21 years. The calculated interest rates used match the City's incremental borrowing rate at July 1, 2021.

For the fiscal year ended June 30, 2023, the City recognized $462,488 in lease revenue and $84,323 in interest revenue, and the outstanding receivable amount is $3,155,223.

A summary of changes in leases receivable for the fiscal year ended June 30, 2023 is as follows:

Balance July 1, 2022	Additions	Reductions	June 30, 2023	Amounts due within one year	Amounts due in more than one year
$ 3,559,741	$ -	$ (404,518)	$ 3,155,223	$ 420,457	$ 2,734,766

Note 3 – Leases Receivable and Related Deferred Inflows of Resources (Continued)

As of June 30, 2023, the required payments for these leases, including interest, are:

Year Ending June 30	Leases Receivable	Interest	Total
2024	$ 420,457	$ 74,108	$ 494,565
2025	395,183	63,629	458,812
2026	381,226	54,154	435,380
2027	387,537	44,406	431,943
2028	336,454	35,440	371,894
2029-2033	1,099,441	70,203	1,169,644
2034-2038	98,190	7,550	105,740
2039-2043	36,735	2,342	39,077
	$ 3,155,223	$ 351,832	$ 3,507,055

As of June 30, 2023, the amounts reported as deferred inflows of resources will be recognized as lease revenue as follows:

Year Ending June 30	Total
2024	$ 453,004
2025	410,530
2026	380,192
2027	369,073
2028	313,480
2029-2033	986,196
2034-2038	87,002
2039-2043	30,021
	$ 3,029,498

Note 4 – Loans Receivable

A. Government-Wide Financial Statements

At June 30, 2023, the City had the following loans receivable, including principal and accrued interest:

Morgan Tower Housing Associates, LP	$ 14,881,415
Kimball Tower Housing Associates, LP	19,617,422
Copper Hills Apartments, LP	7,132,674
Plaza City Apartments, LP	3,422,000
Home Improvement Loan Program	23,199
First Time Home Buyers Program	2,723,653
Owner Occupied Loan Program	368,601
Rental Rehabilitation Loan Program	3,332,500
Paradise Creek, LP	5,774,496
Subtotal	57,275,960
Less: allowance for doubtful accounts	(12,017,829)
Total	$ 45,258,131

Note 4 – Loans Receivable (Continued)

A. Government-Wide Financial Statements (Continued)

Morgan Tower Housing Associates, LP

On March 28, 2019, the Community Development Commission- Housing Authority of the City of National City sold 152 units (151 affordable units and 1 manager's unit) of housing for low-income senior households located at 1415 D Avenue in National City to Morgan Tower Housing Associates, L.P., for $33,800,000. The CDC-HA sold only the improvements and retained fee-simple ownership of the land through a 99 year-ground lease. The CDC-HA provided a seller carryback note totaling $15,106,284. The note carries a 55-year term with interest compounding annually at 2.91% and has a mandatory annual payment of $222,000 that increases by 3.50% per year following the base year. An additional annual payment will be made from 50% of residual receipts. At June 30, 2023, the outstanding balance was $14,881,415.

Kimball Tower Housing Associates, LP

On March 28, 2019, the CDC-HA sold 151 units (149 affordable units and 2 manager's units) of housing for low-income senior households located at 1317 D Avenue, National City to Kimball Tower Housing Associates, L.P., for $28,800,000. The CDC-HA sold only the improvements and retained fee-simple ownership of the land through a 99 year-ground lease. The CDC-HA provided a seller carryback note totaling $19,374,337. The note carries a 55-year term with interest compounding annually at 2.91% and has a mandatory annual payment of $253,000 that increases by 3.50% per year following the base year. An additional annual payment will be made from 50% of residual receipts. At June 30, 2023, the outstanding balance was $19,617,422.

Copper Hills Apartment, LP

In 1999, the Community Development Commission of the City of National City (CDC) entered into several loan agreements with Copper Hills Apartments, LP. CDC Residual Receipts Note dated February 19, 1999 disclosed a loan of $2,400,000 with 3% interest per annum for 55 years, funded by the HOME Program and Low-and-Moderate-Income Housing Funds. A second and junior to the CDC Residual Receipts Note was made on June 3, 1999 for $4,400,000, referred to as CDC Rehabilitation Note with 3% interest per annum for 55 years and funded by the Low-and-Moderate-Income Housing Fund (currently Housing Fund). These loans were made to acquire, develop, rehabilitate and operate the multi-family apartments located at "Q" Avenue in National City, CA. This project will contain 134 apartment dwelling units following rehabilitation and renovation. At June 30, 2023, the outstanding balance was $7,132,674 with an associated contractual allowance of $2,367,995.

Plaza City Apartments, LP

The CDC of the City of National City entered into a Loan Agreement with Plaza City Apartments, LP on November 1, 2005 in the amount of $2,700,000 with 3% interest per annum for 55 years. It was amended per Resolution No. 2006-202 dated September 19, 2006 which increased the loan amount by $722,000 for a total of $3,422,000. This loan will be used by the borrower to pay the balance of the purchase price and additional costs relating to the acquisition, demolition and development of certain real property located at 1535 Plaza Blvd., National City, CA. At June 30, 2023, the outstanding balance of loans made was $3,422,000 with an associated contractual allowance of $3,422,000.

Home Improvement Loan Program

The City of National City Home Improvement Loan Program was administered by the Housing Authority and funded with Community Development Block Grant funds. The loan program provided loans to owners of single-family residences that wished to rehabilitate their property, providing for safe, decent, and sanitary housing throughout National City. The loan program provided favorable terms of repayment and stopped issuing loans in 2002. At June 30, 2023, the outstanding balance of the loans made was $23,199.

Note 4 – Loans Receivable (Continued)

A. Government-Wide Financial Statements (Continued)

First Time Home Buyers Program

The City of National City First-Time Homebuyer Assistance Program is currently funded through HUD HOME Investment Partnerships Program and previously was also funded with the State of California Low- and Moderate-Income Housing Set-Aside funds. The Program is currently administered by Community Housing Works, a 501(c)3 affordable housing agency that offers equity share deferred home gap financing loans to qualified borrowers. At June 30, 2023, the outstanding balance of the loans made was $2,723,653 with an allowance for doubtful accounts of $2,723,653.

Owner Occupied Loan Program

The City of National City Owner Occupied Loan Program is administered by the Housing Authority. The program provides loans to owners of single-family residences that wish to rehabilitate their property, providing for safe, decent, and sanitary housing throughout National City. Principal payment on the loans provided is deferred for 30 years. At June 30, 2023, the outstanding balance of the loans made was $368,601 with an allowance for doubtful accounts of $330,043.

Rental Rehabilitation Program

The City of National City Rental Rehabilitation Loan Program is administered by the Housing Authority and funded through HUD HOME Investment Partnerships Program and the Low- and Moderate-Income Housing Asset Fund. The program offers gap financing to developers for the rehabilitation of multi-family complexes and also provides for long-term rental assistance to deed-restricted units. At June 30, 2023, the outstanding balance of loans made was $3,332,500 with an allowance for doubtful accounts of $3,174,138.

Paradise Creek, LP

On June 21, 2011, the Community Development Commission of the City of National City ("Commission"), and Paradise Creek Housing Partners, L.P. (the "Developer") entered into an agreement (Disposition and Development Agreement) for the development of 201-unit affordable housing as Phase I and II of the Transit-Oriented Infill Affordable Housing and Paradise Creek Enhancement Project (the "Project"). The Commission, in order to make the Project financially feasible, agreed to make a loan to Developer for the amount of $6,000,000 for Phase I of the Project. During 2016, the loan receivable was transferred from the Successor Agency to the City and was recorded as a special item. As of June 30, 2023, the note receivable amount is $5,774,496. The Developer will repay the loan with ground lease income and residual receipts to the Community Development Commission-Housing Authority of the City of National City ("CDC-HA").

B. Fiduciary Fund Financial Statements

At June 30, 2023, the Agency had the following loans receivable, including principal and accrued interest:

National City Mile of Cars	$	282,147
First Time Home Buyers Program		2,500,000
Subtotal		2,782,147
Less: allowance for doubtful accounts		(2,500,000)
Total	$	282,147

Note 4 – Loans Receivable (Continued)

B. Fiduciary Fund Financial Statements (Continued)

National City Mile of Cars

In July 20, 2010, the Community Development Commission of the City of National City ("Commission"), and Mile of Cars Association ("Participant") entered into an agreement (Freeway Sign Rehabilitation Loan Agreement) for the rehabilitation of existing equipment and improvements constituting the signage. The Commission agreed to loan to the Participant the amount of $675,000 for said improvements. As of June 30, 2023, the note receivable amount was $282,147. The Participant agreed to execute a promissory note to repay the Commission the full amount of the rehabilitation loan plus interest.

First Time Home Buyers program

The Commission's First-Time Homebuyer Assistance Program was funded through the HUD HOME Investment Partnerships Program and State of California Low- and Moderate-Income Housing Set-Aside funds. The Program is currently administered by Community Housing Works, a 501(c)3 affordable housing agency that offers equity share deferred home gap financing loans to qualified borrowers. At June 30, 2023, the outstanding balance of the loans made was $2,500,000 with an allowance for doubtful accounts applied for the full balance.

Note 5 – Interfund Balances and Transactions

A. Due to/Due from other funds

At June 30, 2023, interfund receivables and payables were as follows:

Receivable Fund	Payable Fund	Amount	Purpose
General Fund	Other Special Revenue Fund	$ 6,845,085	Overdrawn Cash
General Fund	Non-Major Governmental Funds	1,162,581	Overdrawn Cash
	Total	$ 8,007,666	

Current interfund balances arise in the normal course of operations to cover cash shortages and are expected to be repaid shortly after the end of the fiscal year.

B. Transfers In/Out

For the year ended June 30, 2023, interfund transfers were as follows:

Transfers In	Transfers Out	Amount	Purpose
Other Special Revenue Fund	General Fund	$ 386,814	Operating subsidy
Library Fund	General Fund	1,184,150	Operating subsidy
Parks Maintenance Fund	General Fund	838,345	Operating subsidy
Nutrition Fund	General Fund	157,901	Operating subsidy
	Subtotal	2,567,210	
General Fund	ARPA	2,000,000	Operating subsidy
Vehicle Replacement Reserve	ARPA	430,293	Vehicle purchases
	Subtotal	2,430,293	
General Fund	Other Special Revenue Fund	5,500	Overhead allocation
Nutrition Fund	Library Fund	61	Miscellaneous
Facilities Maintenance	Nutrition	48,000	Maintenance
Nutrition Fund	Housing Authority Special Revenue Fund	545,073	Operating subsidy
	Total	$ 5,596,137	

Note 6 – Capital Assets

A. Governmental Activities

A summary of changes in capital assets for governmental activities for the year ended June 30, 2023 is as follows:

	Balance July 1, 2022	Additions	Deletions	Transfers/ Reclassifications	Balance June 30, 2023
Capital assets, not being depreciated/amortized:					
Land	$ 25,597,009	$ -	$ -	$ -	$ 25,597,009
Right of way	4,245,088	-	-	-	4,245,088
Construction in progress	28,806,065	9,431,248	-	-	38,237,313
Total capital assets, not being depreciated/amortized	58,648,162	9,431,248	-	-	68,079,410
Capital assets, being depreciated/amortized:					
Buildings and improvements	63,269,402	-	-	-	63,269,402
Machinery and equipment	23,818,498	905,678	-	-	24,724,176
Infrastructure	162,363,681	4,560,304	(86,410)	-	166,837,575
Right-to-use lease assets	598,752	-	-	-	598,752
Radio rights	1,270,763	-	-	-	1,270,763
Subtotal	251,321,096	5,465,982	(86,410)	-	256,700,668
Less accumulated depreciation/amortization					
Buildings and improvements	(39,250,820)	(2,190,873)	-	-	(41,441,693)
Machinery and equipment	(17,213,413)	(1,448,266)	-	-	(18,661,679)
Infrastructure	(81,824,326)	(3,552,428)	86,410	-	(85,290,344)
Right-to-use lease assets	(437,432)	(59,875)	-	-	(497,307)
Radio rights	(381,228)	(63,538)	-	-	(444,766)
Subtotal	(139,107,219)	(7,314,980)	86,410	-	(146,335,789)
Total capital assets, being depreciated/amortized	112,213,877	(1,848,998)	-	-	110,364,879
Total capital assets, net	$ 170,862,039	$ 7,582,250	$ -	$ -	$ 178,444,289

Depreciation and amortization expense was charged to functions/programs as follows:

General government	$ 991,261
Public safety	1,179,119
Transportation	3,554,894
Community development	19,875
Culture and leisure	599,378
Internal service funds	970,453
Total depreciation/amortization expense	$ 7,314,980

Note 7 – Long-Term Debt

A. Governmental Activities

A summary of changes in governmental activities long-term debt for the year ended June 30, 2023 is as follows:

	Balance June 30, 2022	Debt Issued	Debt Retired	Balance June 30, 2023	Classification: Due within One Year	Classification: Due in More Than One Year
Long-term debt:						
Public offerings:						
2012 General Obligation Bonds	$ 2,490,000	$ -	$ (315,000)	$ 2,175,000	$ 330,000	$ 1,845,000
Bond premium	9,628	-	(1,605)	8,023	-	8,023
Section 108 Bonds	1,170,000	-	(565,000)	605,000	605,000	-
2017 Clean Energy Bonds	1,800,000	-	-	1,800,000	84,635	1,715,365
2017 Lease Revenue Bonds	2,933,781	-	(190,720)	2,743,061	120,936	2,622,125
2021 Pension Obligation Bonds	83,895,000	-	(2,565,000)	81,330,000	3,655,000	77,675,000
Bond discount	(142,838)	-	7,142	(135,696)	-	(135,696)
Private placements:						
Notes payable	550,588	-	(132,019)	418,569	135,702	282,867
Lease liabilities	479,639	-	(153,267)	326,372	159,172	167,200
Total long-term debt	$ 93,185,798	$ -	$ (3,915,469)	$ 89,270,329	$ 5,090,445	$ 84,179,884

2012 General Obligation Refunding Bonds

The City issued $4,885,000 of general obligation bonds, 2012 General Obligation Refunding Bonds, on August 1, 2012 to refund the 2002 General Obligation Bonds. No 2002 General Obligation Bonds remain outstanding. The bonds mature annually through August 1, 2028 in the amounts ranging from $235,000 to $395,000 beginning August 1, 2003. The interest of the bonds is payable semi-annually on each February 1 and August 1, commencing February 1, 2004. The interest rate of the bonds ranges from 2.00% to 3.500%. The bonds are payable solely from and secured by ad valorem taxes of all property subject to taxation by the City. The bonds are subject to optional and mandatory early redemption provisions. As of June 30, 2023, the outstanding balance is $2,175,000.

The annual debt service requirements for the 2012 General Obligation Refunding Bonds outstanding at June 30, 2023 are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 330,000	$ 66,475	$ 396,475
2025	340,000	56,425	396,425
2026	355,000	45,556	400,556
2027	370,000	33,544	403,544
2028	385,000	20,563	405,563
2029	395,000	6,913	401,913
Total	$ 2,175,000	$ 229,476	$ 2,404,476

Section 108 Bonds

The City issued $6,900,000 of HUD 108 Bonds, Series A on August 7, 2003 to provide funds for the construction of a fire station. The bonds mature annually through 2024 in the amount ranging from $170,000 to $635,000 beginning in 2005. The interest on the bonds is payable semi-annually on each February 1 and August 1, commencing February 1, 2004. As of June 30, 2023, the outstanding balance is $605,000.

Note 7 – Long-Term Debt (Continued)

A. Governmental Activities (Continued)

Section 108 Bonds (Continued)

The annual debt service requirements for the Section 108 Bonds outstanding at June 30, 2023 are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 605,000	$ 8,470	$ 613,470
Total	$ 605,000	$ 8,470	$ 613,470

2017 Clean Energy Bonds and 2017 Lease Revenue Bonds

In July 2017, the National City Joint Powers Financing Authority ("NCJPFA"), pursuant to a facilities lease and facilities sublease with the City of National City, issued $1,800,000 of taxable clean renewable energy bonds under Section 54C(a) of the Internal Revenue Code and $3,723,602 of tax-exempt bonds to finance the cost of an energy efficiency and renewable energy program under an Energy Services Agreement with Ameresco, Inc. The bonds were purchased by Banc of America Leasing & Capital, LLC. Principal and interest payments on the bonds are the responsibility of the City and are payable semi-annually on each December 1 and June 1, commencing December 1, 2017. At June 30, 2023, the outstanding balances were $1,800,000 and $2,743,061 for the 2017 Clean Energy Bonds and the 2017 Lease Revenue Bonds, respectively.

The annual debt service requirements for the 2017 Clean Energy Bonds outstanding at June 30, 2023 are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 84,635	$ 85,923	$ 170,558
2025	90,313	81,767	172,080
2026	95,961	77,334	173,295
2027	102,409	72,611	175,020
2028	108,846	67,588	176,434
2029-2033	650,641	251,118	901,759
2034-2037	667,195	74,677	741,872
Total	$ 1,800,000	$ 711,018	$ 2,511,018

The annual debt service requirements for the 2017 Lease Revenue Bonds outstanding at June 30, 2023 are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 120,936	$ 75,151	$ 196,087
2025	130,427	71,735	202,162
2026	140,375	68,055	208,430
2027	150,797	64,095	214,892
2028	161,712	59,842	221,554
2029-2033	991,058	224,208	1,215,266
2034-2037	1,047,756	67,523	1,115,279
Total	$ 2,743,061	$ 630,609	$ 3,373,670

Note 7 – Long-Term Debt (Continued)

A. Governmental Activities (Continued)

2021 Pension Obligation Bonds

On November 16, 2021, the City issued the 2021 Taxable Pension Obligation Bonds in the amount of $83,895,000 with an original issue discount of $142,838. The purpose of the bonds was to refinance a portion of the City's unfunded actuarial accrued liability with respect to its payment obligations to CalPERS. The bonds accrue interest rates between 0.384% and 3.423%. Interest on the bonds is payable semiannually on each May 1 and November 1, commencing November 1, 2022. Principal is payable in annual installments ranging from $2,565,000 to $6,220,000, commencing November 1, 2022 through November 1, 2042. The balance at June 30, 2023, was $81,330,000.

The annual debt service requirements for the 2021 Pension Obligation Bonds outstanding at June 30, 2023 are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 3,655,000	$ 2,151,469	$ 5,806,469
2025	3,680,000	2,120,767	5,800,767
2026	3,675,000	2,075,778	5,750,778
2027	3,680,000	2,018,296	5,698,296
2028	3,695,000	1,951,580	5,646,580
2029-2033	18,925,000	8,480,865	27,405,865
2034-2038	20,160,000	5,718,662	25,878,662
2039-2043	23,860,000	2,222,211	26,082,211
Total	$ 81,330,000	$ 26,739,628	$ 108,069,628

Notes Payable

San Diego County Regional Communication System

In 2017, the County of San Diego (the "County") and certain local governments, including the City, entered into an agreement for the implementation, governance, and cost for the Next Generation Regional Communication System ("RCS"). The NGRCS replaces, modernizes, and updates the old regional communication system, and provides effective and reliable voice radio communications for routine intra- and inter-agency operations as well as inter-agency communications throughout the region during mutual aid and disaster operations. The RCS includes the following subsystems: a trunked voice system, microwave backhaul network, and a conventional voice system. The City entered into a financing agreement with the County of San Diego to pay for a share of backbone infrastructure cost of the new system. The amount financed for this project was $1,270,762 at an annual interest rate of 2.79% for a total cost of $1,473,799. Beginning June 1, 2017, and each year thereafter for ten years, the City will make an annual payment of $147,380 to the County.

Note 7 – Long-Term Debt (Continued)

A. Governmental Activities (Continued)

Notes Payable (Continued)

San Diego County Regional Communication System (Continued)

The annual debt service requirements for the San Diego County RCS Notes Payable outstanding at June 30, 2023 are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 135,702	$ 11,678	$ 147,380
2025	139,488	7,892	147,380
2026	143,379	4,001	147,380
Total	$ 418,569	$ 23,571	$ 442,140

Lease Liabilities

	Balance July 1, 2022	Debt Issued	Debt Retired	Balance June 30, 2023	Classification: Due within One Year	Classification: Due in More Than One Year
Honeywell Lease	$ 477,904	$ -	$ (151,532)	$ 326,372	$ 159,172	$ 167,200
Fleet Vehicle Lease - general	1,735	-	(1,735)	-	-	-
Total	$ 479,639	$ -	$ (153,267)	$ 326,372	$ 159,172	$ 167,200

Honeywell Lease

A fifteen-year contract was entered into on March 16, 2010 for various energy efficiency improvements, such as the installation of a new cooling tower with variable speed fans (Civic Center), boiler replacement (Civic Center and Police Station), VFD (Police Station), and rooftop package unit replacement (Public Works, Police Station and MLK Community Center). Quarterly payments in arrears of principal and interest are $43,101 and imply a 3.45% interest rate. The final payment will be made in 2025. The balance at June 30, 2023 on this contract was $326,372.

The future minimum lease obligation and the net present value of these minimum lease payments as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 159,172	$ 13,232	$ 172,404
2025	167,200	5,205	172,405
Total	$ 326,372	$ 18,437	$ 344,809

Enterprise Car Lease

A ten-year contract was entered into during 2015 with Enterprise Fleet Management, Inc. to lease approximately 74 vehicles for City-use with each vehicle having a five-year payment plan. The balance at June 30, 2023 was $0.

Note 7 – Long-Term Debt (Continued)

B. Fiduciary Funds

A summary of changes in fiduciary funds long-term debt for the year ended June 30, 2023 is as follows:

	Balance July 1, 2022	Debt Issued	Debt Retired	Balance June 30, 2023	Classification: Due within One Year	Classification: Due in More Than One Year
2017A Tax Allocation Refunding Bonds	$ 34,075,000	$ -	$ (2,996,000)	$ 31,079,000	$ 3,065,000	$ 28,014,000
2017B Tax Allocation Refunding Bonds	1,861,000	-	(212,000)	1,649,000	221,000	1,428,000
Total	$ 35,936,000	$ -	$ (3,208,000)	$ 32,728,000	$ 3,286,000	$ 29,442,000

2017 Series A and B Tax Allocation Refunding Bonds

In September 2017, the Successor Agency to the Community Development Commission as the National City Redevelopment Agency issued $45,874,000 in Tax Allocation Refunding Bonds, Series 2017A, and $2,669,000 in Tax Allocation Refunding Bonds, Series 2017B, to redeem the 2005B and 2011 Tax Allocation Bonds and the 1999 Tax Allocation Housing Bonds, respectively. The 2017 Series A bonds mature on August 1, 2032, and bear an interest rate of 2.49% per annum. The 2017 Series B bonds mature on August 1, 2029, and bear an interest rate of 2.36% per annum. Principal is payable annually on August 1 for both series of bonds. Interest is payable semi-annually for both series of bonds on February 1 and August 1. The aggregate debt service payments of the new debt are $9,877,886 less than the old debt. The issuance of the new debt and refunding of the old debt resulted in an economic gain (the difference between the net present value of the old debt and the new debt service payments) of approximately $9,497,037.

The annual debt service requirements for the 2017 Series A Tax Allocation Bonds outstanding at June 30, 2023 are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 3,065,000	$ 735,783	$ 3,800,783
2025	3,139,000	658,543	3,797,543
2026	3,216,000	579,423	3,795,423
2027	2,949,000	502,669	3,451,669
2028	15,469,000	1,387,092	16,856,092
2029-2033	3,241,000	40,389	3,281,389
Total	$ 31,079,000	$ 3,903,899	$ 34,982,899

The annual debt service requirements for the 2017 Series B Tax Allocation Bonds outstanding at June 30, 2023 are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 221,000	$ 36,308	$ 257,308
2025	224,000	31,057	255,057
2026	232,000	25,677	257,677
2027	234,000	20,178	254,178
2028	240,000	14,584	254,584
2029-2030	498,000	11,826	509,826
Total	$ 1,649,000	$ 139,630	$ 1,788,630

Note 7 – Long-Term Debt (Continued)

B. Fiduciary Funds (Continued)

Pledged Revenues

The Successor Agency has pledged tax revenues to the repayment of the RDA's debts transferred to it on February 1, 2012 through the final maturity of the Bonds, or early retirement of the Bonds, whichever comes first.

Tax revenues consist of property tax revenues allocated to the Redevelopment Property Tax Trust Fund (RPTTF) for the Successor Agency that is maintained by the County of San Diego Auditor and Controller. The amounts so allocated are those that would have been allocated to the RDA had the RDA not been dissolved. The Auditor and Controller (A&C) then distributes RPTTF revenues to the Successor Agency based on Recognized Obligation Payment Schedules (ROPS) as approved by the California State Department of Finance (DOF) and after deducting amounts for A&C administrative costs and amounts required to be paid under tax-sharing agreements unless the payment of such amounts has been subordinated to payment of debt services on the Bonds. Each ROPS covers a one fiscal year period and includes the applicable debt service payments on the Bonds.

In fiscal year 2023, property tax revenue in the amount of $28,110,407 was deposited to the RPTTF for the Successor Agency. After deductions for County administrative fees and pass-through payments, the RPTTF revenue available for distribution to the Successor Agency was $21,563,146. The actual amount of RPTTF revenue authorized by the State Department of Finance to be distributed to the Successor Agency was $4,199,028. This distribution took into account previously allocated, but unspent RPTTF in previous ROPS periods and did not affect the ability of the Successor Agency to meet its debt service obligation. Total debt service for all Tax Allocation Refunding Bonds (TARBs) in fiscal year 2023 was $4,060,660, 20% of the RPTTF revenue available for distribution to the Successor Agency. Beyond fiscal year 2023 and through final maturity in fiscal year 2033, these annual payments will gradually decline from $4.1 million in fiscal year 2023 to $3.3 million in fiscal year 2033. The percentage of available RPTTF required for debt service will also gradually drop as total payments decrease and the amount of available RPTTF increases because of expected growth in assessed values attributable to the former redevelopment area.

Note 8 – Compensated Absences

A summary of changes in compensated absences for the year ended June 30, 2023 is as follows:

	Balance July 1, 2022	Additions	Deletions	Balance June 30, 2023	Classification: Due within One Year	Classification: Due in More Than One Year
Compensated Absences	$ 3,983,713	$ 2,911,052	$ (2,422,575)	$ 4,472,190	$ 2,422,575	$ 2,049,615
Total	$ 3,983,713	$ 2,911,052	$ (2,422,575)	$ 4,472,190	$ 2,422,575	$ 2,049,615

The City's liability for vested and unpaid compensated absences (accrued vacation, sick leave, and compensatory time) was $4,472,190 at June 30, 2023. For the governmental activities, compensated absences are generally liquidated by the General Fund.

Compensated absences at June 30, 2023 are obligations of the following funds:

General Fund	$ 4,330,738
Facilities Maintenance	43,101
Liability Insurance	6,134
Information Systems Maintenance	42,640
Motor Vehicle Services	49,577
Total	$ 4,472,190

Note 9 – Other Required Fund Disclosures

At June 30, 2023, the following funds had deficit fund balances/net position:

Fund Type	Funds	Deficit
Capital Projects Fund	Proposition A	$ (875,705)
Fiduciary Fund	Successor Agency To the Community Development Commission of National City Private-Purpose Trust Fund	$ (23,881,388)

Proposition A Capital Projects Fund – The Proposition A Capital Projects Fund had a deficit of $(875,705) resulting from capital expenses for the year ended June 30, 2023 exceeding revenues. The deficit will be eliminated via future transfers in from other funds and receipt of additional Proposition A funding.

The Successor Agency to the Community Development Commission as the National City Redevelopment Agency (the "Successor Agency") Private-Purpose Trust Fund - The Successor Agency to the Community Development Commission as the National City Redevelopment Agency Private-Purpose Trust Fund had an accumulated deficit of $(23,881,388). The deficit will be eliminated over the next ten years through revenues received from the RPTTF to pay for debt service on the 2017 Series A and B Tax Allocation Refunding Bonds.

Governmental Activities - At June 30, 2023, the City had an unrestricted net position deficit of $(40,208,465) on the Statement of Activities. This deficit incorporates the calculations resulting from the implementation of GASB Statement 68 (Net Pension Liability) in fiscal year 2015 and the implementation of GASB Statement 75 (Total OPEB Liability) in 2017. The City is addressing the portion of the deficit attributable to the GASB 68 reporting requirements through meeting its annual required pension contributions to CalPERS and has established an IRS Section 115 pension trust. In addition, in November 2021, the City issued pension obligation bonds and delivered the proceeds to CalPERS to pay off approximately $83,260,000 of the City's anticipated unfunded liability. The City is addressing the OPEB liability by establishing an IRS Section 115 OPEB trust for approximately half of the liability while continuing to budget and pay for annual OPEB costs out of current resources.

Excess Expenditures Above Appropriations

For the year ended June 30, 2023, the following funds had expenditures that exceeded appropriations:

Funds	Excess Expenditures Above Appropriations
Housing Asset Special Revenue Fund	$ 2,672
Housing Choice Voucher Program Special Revenue Fund	215,480
Library Special Revenue Fund	68,399
Asset Forfeiture Special Revenue Fund	1,732
Library Bonds Debt Service Fund	1,559

Note 10 – Self-Insurance Accrued Liabilities

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and workers' compensation claims. A self-insurance (internal service) fund is used to account for the City's insurance programs. Operating revenues of this fund represent payments from other City funds and are based upon estimated umbrella insurance premium expenses, self-insurance losses and other operating expenses.

The San Diego Pooled Insurance Program Authority (SANDPIPA) a joint powers authority (JPA), of which the City was a member, ceased operations on June 30, 2016. On July 1st, 2016 the City became self-insured for General Liability claims up to $250,000. This means that the City pays all claims up to $250,000 directly from City funds. Claims between the self-insured retention (SIR) of $250,000 up to $5,000,000 are covered by Public Risk Innovation, Solutions and Management (formerly California State Association of Counties - Excess Insurance Authority). The next layer of coverage is the Excess Layer which provides $20,000,000 and the final layer of coverage is the Optional Layer which provides $25,000,000. The total amount of coverage for the General Liability Program is $50,000,000. PRISM is located in Folsom, California. All the coverages are administered by PRISM.

The City is completely self-insured for unemployment claims.

The City is self-insured for Workers' Compensation claims up to $500,000 per occurrence. Claims between the self-insured retention level of $500,000 and $5,000,000 are covered by PRISM which is reinsured by Great American. Claims in excess of $5,000,000 up to $50,000,000 are covered by PRISM which is reinsured by ACE American Insurance Company. Any statutory benefit in excess of $50,000,000 is covered by Liberty Insurance Corporation. There is no statutory limit for benefits paid on Workers' Compensation claims.

During the current year, there were no significant reductions in insurance coverage from the prior year. For each of the past three fiscal years, the settlements have not exceeded the City's insurance coverage.

At June 30, 2023, the City had an accrued amount of $10,966,000 of workers' compensation and general liability claims representing estimates of amounts to be paid for actual and incurred but not reported claims based upon past experience, modified for current trends and information. Allocated claim adjustment expenses are included in claim liabilities. While the ultimate amount of losses incurred through June 30, 2023 is dependent on future developments, based upon information from the City Attorney, outside counsel and others involved with the administration of the programs, City management believes that the aggregate accrual is adequate to cover such losses. For the past three years, no settlements or claims payments have exceeded the amount of the applicable coverage. For the past two fiscal years, the changes in the City's liability for claims payable are summarized as follows:

The aggregate change in the balance of claims payable as recorded in the Governmental Activities were as follows:

	2023	2022	2021
Claims liabilities - beginning balance	$ 10,966,000	$ 11,948,000	$ 11,356,000
Incurred claims, representing the total of a provision for events of the current fiscal year and any change in the provision for events of prior fiscal years	2,326,747	57,029	2,207,426
Payments on claims attributable to events of both the current fiscal year and prior fiscal years	(2,000,747)	(1,039,029)	(1,615,426)
Claims liabilities - ending balance	$ 11,292,000	$ 10,966,000	$ 11,948,000

Note 11 – Pension Plans

A. Summary

Net Pension Liability

Aggregate Net Pension Liability is reported in the accompanying Statement of Net Position as follows:

	Net Pension Liability
Miscellaneous Plan	$ 17,146,025
Safety Plan	28,405,638
Total	$ 45,551,663

Deferred Outflows of Resources

Deferred Outflows of Resources are reported in the accompanying Statement of Net Position as follows:

	Deferred employer pension contributions made after measurement date	Changes in assumptions	Differences between expected and actual experience	Net difference between projected and actual earnings on pension plan investments	Total pension-related deferred outflows
Miscellaneous Plan	$ 2,443,327	$ 2,699,412	$ 181,863	$ 7,231,824	$ 12,556,426
Safety Plan	4,872,529	6,089,132	506,652	11,763,342	23,231,655
Total	$ 7,315,856	$ 8,788,544	$ 688,515	$ 18,995,166	$ 35,788,081

Deferred Inflows of Resources

Deferred Inflows of Resources are reported in the accompanying Statement of Net Position as follows:

	Differences between expected and actual experience	Total pension-related deferred inflows
Miscellaneous Plan	$ 1,181,559	$ 1,181,559
Safety Plan	3,012,194	3,012,194
Total	$ 4,193,753	$ 4,193,753

Pension Expense

Pension expenses are included in the accompanying Statement of Revenues, Expenses, and Changes in Net Position as follows:

	Pension Expense
Miscellaneous Plan	$ 4,796,775
Safety Plan	8,820,314
Total	$ 13,617,089

Note 11 – Pension Plans (Continued)

B. CalPERS Pension Plans

Plan Description

Substantially all City employees working the equivalent of 1,000 hours or more per fiscal year are eligible to participate in the Safety Plan and Miscellaneous Plan Agent multiple-employer defined benefit plans administered by California Public Employees Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit Provisions under the Plans are established by State statutes within the Public Employee's Retirement Law. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office – 400 P Street, Sacramento, CA 95814.

Benefits Provided

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. A classic CalPERS member or PEPRA Safety member becomes eligible for Service Retirement upon attainment of age 55 with at least 5 years of credited service. PEPRA miscellaneous members become eligible for service retirement upon attainment of age 62 with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation. The final compensation is the monthly average of the member's highest 36 or 12 consecutive months' fulltime equivalent monthly pay. Retirement benefits for classic miscellaneous employees are calculated as 2% to 2.7% of the average final 12 months compensation. Retirement benefits for PEPRA miscellaneous employees are calculated as 2% of the average final 36 months compensation. Retirement benefits for classic safety employees are calculated as 3% of the average final 12 months compensation. Retirement benefits for PEPRA safety employees are calculated as 2%-3% of the average final 36 months compensation.

Participants are eligible for non-industrial disability retirement if they become disabled and have at least five years of credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by service.

Industrial disability benefits are not offered to miscellaneous employees. The City provides industrial disability retirement benefit to safety employees. The industrial disability retirement benefit is a monthly allowance equal to 50% of final compensation.

An employee's beneficiary may receive the basic death benefit if the employee dies while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.5 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death.

Upon the death of a retiree, a one-time lump sum payment of $500 will be made to the retiree's designated survivor(s), or to the retiree's estate.

Benefit terms provide for annual cost-of-living adjustments to each employee's retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by two percent.

Note 11 – Pension Plans (Continued)

B. CalPERS Pension Plans (Continued)

Benefits Provided (Continued)

Employees Covered – At June 30, 2021, the valuation date, the following employees were covered by the benefit terms for each plan:

	Miscellaneous	Safety
Active employees	178	122
Transferred and terminated employees	246	81
Retired employees and beneficiaries	319	241

Contributions – Section 20814(c) of the California Public Employees' Retirement Law ("PERL") requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year (the "normal cost" rate), with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined normal cost rate and the contribution rate of employees. For the measurement period ended June 30, 2022, the average active miscellaneous and safety employee contribution rates were 8% and 9% of annual pay, respectively, and the employer's normal cost contribution rates were 11.52% and 21.37% of miscellaneous and safety employee annual payroll, respectively. The employer pays the annual amount required to address the plan's unfunded accrued liability.

For the year ended June 30, 2023, the employer contributions, including for the unfunded accrued liability, were:

	Miscellaneous	Safety	Aggregate Total
Contributions - employer	$ 2,443,327	$ 4,872,529	$ 7,315,856

Net Pension Liability

The City's net pension liability is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2022, using an annual actuarial valuation as of June 30, 2021 rolled forward to June 30, 2022 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

Note 11 – Pension Plans (Continued)

B. CalPERS Pension Plans (Continued)

Net Pension Liability (Continued)

Actuarial Assumptions – The total pension liabilities in the June 30, 2021 actuarial valuations were determined using the following actuarial assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.50%
Payroll growth	2.75%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.00% net of pension plan investment and administrative expenses; includes Inflation
Mortality Rate	Based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.
Post Retirement Benefit Increase	Contract COLA up to 2.75% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.75% thereafter.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2021 valuations were based on the results of a January 2015 actuarial experience study for the period 1997 to 2014. Further details of the Experience Study can be found on the CalPERS website.

Change of Assumption

In accordance with GASB 68, the long-term expected rate of return should be determined net of pension plan investment expense but without reduction for pension plan administrative expense. The discount rate was changed from 7.5% (net of administrative expense in 2014) to 7.65% as of the June 30, 2015 measurement date to correct the adjustment which previously reduced the discount rate for administrative expenses. The discount rate was also changed from 7.65% as of the June 30, 2015 measurement date to 7.15% as of the June 30, 2016 measurement date. The CalPERS Board has approved reducing the discount rate to 6.90% for the 2021 actuarial valuation date.

Discount Rate – The discount rate used to measure the total pension liability was 6.90 percent. To determine whether the municipal bond rate should be used in the calculation of the discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. The tests revealed the assets would not run out. Therefore, the current 6.90 percent discount rate is appropriate and the use of the municipal bond rate calculation is not deemed necessary. The long-term expected discount rate of 6.90 percent is applied to all plans in the Public Employees' Retirement Fund (PERF). The cash flows used in the testing were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS website under the GASB 68 section.

Note 11 – Pension Plans (Continued)

B. CalPERS Pension Plans (Continued)

Net Pension Liability (Continued)

The long-term expected rate of return on pension plan investments was determined using a building block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. In determining the long-term expected rate of return, staff took into account both short-term and long-term market return expectations as well as the expected pension fund (PERF) cash flows. Taking into account historical returns of all the Public Employees Retirement Funds' asset classes (which includes the agent plan and two cost-sharing plans or PERF A, B, and C funds), expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each PERF fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and rounded down to the nearest quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

The long-term expected rate of return by asset class for the measurement period ended June 30, 2022 was as follows:

Asset Class	New Strategic Allocation	Real Return
Global equity - cap-weighted	30.00%	4.45%
Global equity - non-cap-weighted	12.00%	3.84%
Private equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed securities	5.00%	0.50%
Investment-grade corporates	10.00%	1.56%
High yield	5.00%	2.27%
Emerging market debt	5.00%	2.48%
Private debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%
	100%	

Note 11 – Pension Plans (Continued)

B. CalPERS Pension Plans (Continued)

Changes in the Net Pension Liability

The following table shows the changes in net pension liability recognized over the measurement period:

Miscellaneous Plan

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balance at June 30, 2021 (Valuation Date)	$ 147,018,442	$ 122,973,221	$ 24,045,221
Changes in the year:			
Service cost	2,219,469	-	2,219,469
Interest on the total pension liability	10,119,206	-	10,119,206
Changes of assumptions	4,386,544	-	4,386,544
Differences between expected and actual experience	(1,920,034)	-	(1,920,034)
Benefit payments, including refunds of members contributions	(7,879,058)	(7,879,058)	-
Plan to plan resource movement	-	-	-
Contributions - employer	-	31,300,395	(31,300,395)
Contributions - employees	-	914,564	(914,564)
Net investment income	-	(10,433,973)	10,433,973
Administrative expenses	-	(76,605)	76,605
Net changes	6,926,127	13,825,323	(6,899,196)
Balance at June 30, 2022 (Measurement Date)	$ 153,944,569	$ 136,798,544	$ 17,146,025

Safety Plan

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balance at June 30, 2021 (Valuation Date)	$ 230,957,845	$ 177,354,909	$ 53,602,936
Changes in the year:			
Service cost	4,670,573	-	4,670,573
Interest on the total pension liability	16,009,462	-	16,009,462
Changes of assumptions	8,736,580	-	8,736,580
Differences between expected and actual experience	(4,319,836)	-	(4,319,836)
Benefit payments, including refunds of members contributions	(11,377,372)	(11,377,372)	-
Plan to plan resource movement	-	-	-
Contributions - employer	-	64,869,673	(64,869,673)
Contributions - employees	-	1,591,842	(1,591,842)
Net investment income	-	(16,056,956)	16,056,956
Administrative expenses	-	(110,482)	110,482
Net changes	13,719,407	38,916,705	(25,197,298)
Balance at June 30, 2022 (Measurement Date)	$ 244,677,252	$ 216,271,614	$ 28,405,638

Note 11 – Pension Plans (Continued)

B. CalPERS Pension Plans (Continued)

Changes in the Net Pension Liability (Continued)

Sensitivity of the Aggregate Net Pension Liability to Changes in the Discount Rate - The following presents the City's net pension liability, calculated using the discount rate, as well as what the City's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	Plan's Aggregate Net Pension Liability/(Asset)		
	Discount Rate - 1% (5.90%)	Current Discount Rate (6.90%)	Discount Rate + 1% (7.90)
Miscellaneous Plan	$ 37,364,341	$ 17,146,025	$ 458,990
Safety Plan	$ 62,444,974	$ 28,405,638	$ 630,264
Aggregate Total	$ 99,809,315	$ 45,551,663	$ 1,089,254

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2023, the City recognized pension expense in the amounts of $4,796,775 and $8,820,314, for the Miscellaneous and Safety plans, respectively.

The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized over five years straight-line. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period.

The Expected Average Remaining Service Lifetime ("EARSL") is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the risk pool. The EARSLs for the Miscellaneous and Safety plans, respectively, for the 2021-22 measurement period are 2.6 and 3.3 years, respectively, which was obtained by dividing the total service years of 1,945 and 1,453, respectively, (the sum of remaining service lifetimes of the active employees) by 734 and 444, respectively, (the total number of participants: active, inactive, and retired).

Note 11 – Pension Plans (Continued)

B. CalPERS Pension Plans (Continued)

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

At June 30, 2023 the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Miscellaneous Plan

	Deferred outflows of Resources	Deferred inflows of Resources
Contributions after measurement date	$ 2,443,327	$ -
Changes of assumptions	2,699,412	-
Difference between expected and actual experience	181,863	(1,181,559)
Difference between projected and actual earning on pension plan investments	7,231,824	-
Total	$ 12,556,426	$ (1,181,559)

Safety Plan

	Deferred outflows of Resources	Deferred inflows of Resources
Contributions after measurement date	$ 4,872,529	$ -
Changes of assumptions	6,089,132	-
Difference between expected and actual experience	506,652	(3,012,194)
Difference between projected and actual earning on pension plan investments	11,763,342	-
Total	$ 23,231,655	$ (3,012,194)

Aggregate Totals

	Deferred outflows of Resources	Deferred inflows of Resources
Contributions after measurement date	$ 7,315,856	$ -
Changes of assumptions	8,788,544	-
Difference between expected and actual experience	688,515	(4,193,753)
Difference between projected and actual earning on pension plan investments	18,995,166	-
Total	$ 35,788,081	$ (4,193,753)

Note 11 – Pension Plans (Continued)

B. CalPERS Pension Plans (Continued)

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

For the Miscellaneous Plan and Safety Plan, $2,443,327 and $4,872,529, respectively, were reported as deferred outflows of resources related to pensions resulting from City's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

	Deferred Outflows/ (Inflows) of Resources		
Year Ended June 30,	Miscellaneous	Safety	Total
2024	$ 2,423,401	$ 3,988,051	$ 6,411,452
2025	1,774,601	3,440,962	5,215,563
2026	784,848	1,882,759	2,667,607
2027	3,948,690	6,035,160	9,983,850
2028	-	-	-
Thereafter	-	-	-
	$ 8,931,540	$ 15,346,932	$ 24,278,472

Note 12 – Other Postemployment Benefits

Plan Description

The City provides postemployment health benefits through a single-employer defined benefit plan administered by the City. The City provides a fixed dollar contribution towards retiree health benefits for approximately 101 retirees. In addition, 350 employees are currently working and earning service credit for eligibility for a City contribution for retiree health benefits. To be eligible for a City contribution, an employee must retire from the City and commence pension benefits under CalPERS on or after age 50 with at least 20 years of service (five years for management and executive employees) with the City. The City provides a fixed dollar monthly contribution equal to $10 ($20 for management, executive, and safety employees) times years of service. Employees may receive the contribution to use towards non-City health insurance, if evidence of coverage is provided. The City's contribution is payable until Medicare eligibility, except management and executive employees are eligible for the City's contribution during their lifetime. There are no plan assets accumulated in a GASB-compliant trust.

Eligibility

Membership of the plan consisted of the following at June 30, 2023, the date of the latest actuarial valuation:

Active plan members	350
Retirees	101
Total	451

Note 12 – Other Postemployment Benefits (Continued)

Total OPEB Liability

The City's total OPEB liability was measured as of June 30, 2023. The total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2023. The total OPEB liability at June 30, 2023 was:

Total OPEB liability	$	4,832,170
Total OPEB liability	$	4,832,170

Actuarial Assumptions

The total OPEB liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Discount Rate	4.13%
Inflation	2.50%
Aggregate payroll increases	2.80%
Expected long-term investment rate of return	n/a
Mortality, Termination, and Disability	CalPERS 1997-2014
Mortality Improvement Scale	Modified MP-2014, which converge to ultimate mortality improvement rates in 2022.
Pre-retirement turnover	Ranging from 0.01% to 17.42% based on termination rates under the CalPERS pension plan.
Healthcare Trend Rate	An annual healthcare cost trend rate of 7.0% initially reduced by decrements to an ultimate of 4.5% thereafter.

The actuarial assumptions used in the June 30, 2023 valuation were based on the results of an actuarial experience study for the period July 1, 2007 through June 30, 2014.

Discount Rate

The discount rate used to measure the total OPEB liability was 4.13 percent at the measurement date of June 30, 2023. It was changed from 4.09 percent at the measurement dated of June 30, 2021. This discount rate is the mid-point, rounded to five basis points, of the range of 3-20 year municipal bond rate indices; S&P Municipal bond 20 Year High Grade Rate Index, Bond Buyer 20-Bond GO Index, and Fidelity GO AA 20 Year Bond Index.

Note 12 – Other Postemployment Benefits (Continued)

Change in the Total OPEB Liability

	Total OPEB Liability
Balance at June 30, 2022	$ 4,786,498
Changes Recognized for the Measurement Period:	
Service Cost	163,178
Interest on the total OPEB liability	196,473
Changes of benefit terms	-
Difference between expected and actual experience	(2,960)
Changes of assumptions	(16,218)
Contributions from the employer	-
Net investment income	-
Administrative expenses	-
Benefit payments	(294,801)
Net Changes during July 1, 2022 to June 30, 2023	45,672
Balance at June 30, 2023 (Measurement Date)	$ 4,832,170

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.13 percent) or 1-percentage- point higher (5.13 percent) than the current discount rate:

Plan's Total OPEB Liability		
Discount Rate - 1% (3.13%)	Current Discount Rate (4.13%)	Discount Rate + 1% (5.13%)
$ 5,264,325	$ 4,832,170	$ 4,452,394

Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (5.75 percent decreasing to 3.5 percent) or 1-percentage-point higher (7.75 percent decreasing to 5.5 percent) than the current healthcare cost trend rates:

Plan's Total OPEB Liability		
Discount Rate - 1% (5.75% decreasing to 3.5%)	Healthcare Cost Trend Rates (6.75% decreasing to 4.5%)	Discount Rate + 1% (7.75% decreasing to 5.5%)
$ 4,830,687	$ 4,832,170	$ 4,833,210

Note 12 – Other Postemployment Benefits (Continued)

Contributions

The contribution requirements of plan members and the City are established by and may be amended by City Council. The contribution required to be made under City Council and labor agreement requirements is based on a pay-as-you-go basis (i.e., as medical insurance premiums become due). For fiscal year 2023, the City contributed $294,801 to the plan for current premiums. In fiscal year 2021, the City established an IRS Section 115 OPEB trust. The balance at June 30, 2023 is $3,267,926. This balance is not included in the calculation of the total OPEB liability.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2023, the City recognized OPEB expense of $258,341.

At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ -	$ 347,442
Changes of assumptions	349,084	913,156
Total	$ 349,084	$ 1,260,598

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Measurement Period Ended June 30,	Deferred Outflows/ (Inflows) of Resources
2024	$ (101,310)
2025	(101,310)
2026	(94,650)
2027	(69,510)
2028	(69,514)
Thereafter	(475,220)
	$ (911,514)

Note 13 – Commitments and Contingencies

Litigation

The City is presently involved in certain matters of litigation that have risen in the normal course of conducting City business. City management believes, based upon consultation with the City Attorney, that these cases, in the aggregate, are not expected to result in a material adverse financial impact on the City. Additionally, City management believes that the City's insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.

Note 13 – Commitments and Contingencies (Continued)

Grants

The City participates in a number of federally assisted grant programs, including those from HUD, US Department of Justice, US Department of Treasury, US Department of Transportation, and the US Department of Education. Receipts from these grant programs are subject to audit to determine if the monies were expended in accordance with appropriate statues, grant terms and regulations. The City believes no significant liabilities will result should any audits be performed.

Contractual Commitments

The City has contractual and regulatory commitments that will result in expenses in future fiscal years. These include operating and capital contractual commitments. As of June 30, 2023, the City had a total of 392 contractual commitments with a remaining balance of $74,652,141. The following table represents the City's contractual commitments by contract type.

Construction	$ 16,285,771
Consulting services	51,230,116
Legal services	1,069,258
Professional services	6,066,996
Total contractual commitments	$ 74,652,141

Encumbrances

At June 30, 2023, the amount of encumbrances within the governmental funds that are expected to be honored upon performance by the vendor in the next year were as follows:

General Fund	$ 3,449,464
Housing Asset Fund	105,834
Housing Choice Voucher Program Fund	17,842
Sewer Service Fund	2,153,308
ARPA Fund	2,261,859
Other Special Revenue Fund	6,488,944
Housing Authority Fund	462,287
Aggregate non-major funds	4,730,534
Total encumbrances	$ 19,670,072

Note 14 – Classification of Fund Balances

The City classifies fund balances, as shown on the *Balance Sheet – Governmental Funds* as of June 30, 2023 as follows:

	Major Funds									
	General	Housing	Housing Choice Voucher Program	Sewer Service	ARPA Special Revenue	Other Special Revenue	Housing Authority Special Revenue	POB Debt Service	Other Governmental Funds	Total
Nonspendable										
Land held for resale	$ 4,021,182	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,021,182
Inventories and prepaid items	73,336	-	-	-	-	-	25,805	-	-	99,141
Total nonspendable	4,094,518	-	-	-	-	-	25,805	-	-	4,120,323
Restricted										
Housing	-	12,378,082	631,113	-	-	2,319,042	49,788,434	-	-	65,116,671
Debt service	-	-	-	-	-	-	-	11,201	947,723	958,924
Community development	20,000	-	-	-	-	-	-	-	1,467,620	1,487,620
Public safety	-	-	-	-	-	-	-	-	208,446	208,446
Transportation	-	-	-	-	-	-	-	-	1,305,265	1,305,265
General services	-	-	-	26,281,997	-	-	-	-	1,981,242	28,263,239
Section 115 OPEB trust	3,267,926	-	-	-	-	-	-	-	-	3,267,926
Section 115 pension trust	6,668,501	-	-	-	-	-	-	-	-	6,668,501
Total restricted	9,956,427	12,378,082	631,113	26,281,997	-	2,319,042	49,788,434	11,201	5,910,296	107,276,592
Committed										
Facilities maintenance	2,880,000	-	-	-	-	-	-	-	-	2,880,000
Economic contingency	12,800,000	-	-	-	-	-	-	-	-	12,800,000
Total committed	15,680,000	-	-	-	-	-	-	-	-	15,680,000
Assigned										
Accrued employee benefits	4,330,737	-	-	-	-	-	-	-	-	4,330,737
Community development	650,900	-	-	-	-	-	-	-	-	650,900
Public safety	43,435	-	-	-	-	-	-	-	-	43,435
Transportation	1,646,522	-	-	-	-	-	-	-	-	1,646,522
General Services	2,932,462	-	-	-	-	-	-	-	-	2,932,462
Total assigned	9,604,056	-	-	-	-	-	-	-	-	9,604,056
Unassigned (deficit)	23,040,220	-	-	-	-	-	-	-	(875,705)	22,164,515
Total fund balances	$ 62,375,221	$ 12,378,082	$ 631,113	$ 26,281,997	$ -	$ 2,319,042	$ 49,814,239	$ 11,201	$ 5,034,591	$ 158,845,486

Categorization of Reserves under Adopted City Policies

The City has a policy that governs the accumulation and maintenance of reserves for various purposes. Amounts for some of the General Fund reserves are reflected in the schedule above and are described as follows:

1) ***Section 115 Pension Trust*** – represents funds that may be used only for pension-related costs and only upon the direction of City Council. The target level for this reserve is an amount equal to two years of unfunded liability payments as determined by the most recent CalPERS valuation reports. The amount in the Section 115 Pension Trust reserve as of June 30, 2023 was $6,668,501.

2) ***Section 115 OPEB Trust*** – represents funds that may be used only for other post-employment benefit (OPEB)-related costs and only upon the direction of City Council. The target level for this reserve is an amount equal to 80% of the total net OPEB liability of the City's OPEB plan. The amount in the Section 115 OPEB Trust reserve as of June 30, 2023 was $3,267,926.

3) ***Economic Contingency Reserve*** – represents funds that are set-aside for use only in exceptional circumstances such as catastrophic events that could negatively impact the financial condition of the City**.** The targeted funding level is 20% of a single year's budgeted General Fund operating expenditures. City Policy requires approval of the City Council by resolution to authorize draws on this reserve or to increase the amount. The amount of the contingency reserve as of June 30, 2023 was $12,800,000 and is equal to the target level.

4) ***Facilities Maintenance Reserve*** – represents funds that are set aside for extraordinary major maintenance costs that cannot be met within the annual budgeted amount and for which no other funding source is available. The targeted reserve level represents three times the annual amount to be budgeted for major maintenance projects. City Council approval is required for all additions to or transfers and expenditures from this reserve. The amount of the Facilities Maintenance Reserve as of June 30, 2023 was $2,880,000 and is equal to the target level.

Note 14 – Classification of Fund Balances (Continued)

Categorization of Reserves under Adopted City Policies (Continued)

5) ***Unassigned Fund Balance*** – The City's policy is to maintain an unassigned fund balance equal to 10% of a single year's budgeted General Fund operating expenditures. Amounts in excess of the target level will be used to increase or replenish other reserves (with priority given to the Economic Contingency and Facilities Maintenance reserves), to set aside resources for specific one-time uses, or as a funding source for one-time expenditures included in the annual budget or for needs that arise subsequent to budget adoption. As of June 30, 2023, the unassigned fund balance was $23,040,220 which is above the target level of $6.1 million.

Note 15 – Net Investment in Capital Assets

At June 30, 2023, the net investment in capital assets category of net position for the governmental-activities was calculated as follows:

	Net Investment in Capital Assets
Non-depreciable/amortizable capital assets	$ 68,079,410
Depreciable/amortizable capital assets, net	110,364,879
Deferred loss on refunding	21,000
2012 General Obligation Bonds	(2,175,000)
Bond premium	(8,023)
Section 108 Bonds	(605,000)
2017 Clean Energy Bonds	(1,800,000)
2017 Lease Revenue Bonds	(2,743,061)
Notes payable	(418,569)
Lease liabilities	(326,372)
Total net investment in capital assets	$ 170,389,264

Note 16 – Subsequent Events

In Fiscal Year 2023, the City received $97,242.64 in settlement funds from the opioid distributor class action lawsuits. The City received a further $379,707.50 in settlement funds in Fiscal Years 2024 and 2025 ($485,421.37 to date). The funds are administered by the State's Department of Health Care Services (DHCS). The State mandates that the funds are spent on opioid and substance use disorder (SUD) remediation activities, but does not have a deadline for the City to fully expend the funds. The Finance Department submits annual reporting to the State to detail expenditures and their role in SUD remediation activities.

The City has not expended or committed any of the funds to date. The Finance Department is currently working closely with Community Development and the City's Homeless Outreach Team to develop a plan to use the funds to enhance existing outreach activities and complement grant funding available to the City to remediate SUD in the local community. The current timeline is to bring a plan forward to the Council for approval sometime this fall, with implementation in early 2025. When spending does begin, the expenditures will be tracked in a separate expenditure account and reported to the State for annual review.

REQUIRED SUPPLEMENTARY INFORMATION

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City of National City
Required Supplementary Information (Unaudited)
Budgetary Information
For the Year Ended June 30, 2023

The City follows these procedures in establishing the budgetary data reflected in the required supplementary information and other supplementary information budgetary comparison schedules:

The City Council annually adopts a budget for operating and capital project expenditures. The annual budget includes all proposed expenditures and inter-fund transfers, and the means of financing them. The City Council also approves any amendments to appropriations throughout the year, generally at the mid-year budget review in February. The legal level of budgetary control is the fund level. The budget figures used in the required supplementary information are both original and final budgeted amounts. The final budget amount includes the original budget plus any amendments adopted during the year and any amounts encumbered from the prior year for capital projects or outstanding purchase orders.

Formal budgetary integration is employed as a management control device. Commitments for materials and services, such as purchase orders and contracts, are recorded during the year as encumbrances to assist in controlling expenditures. Appropriations which are unencumbered lapse at year end.

Budgets for the General Fund, special revenue funds, and debt service funds are adopted on a basis substantially consistent with accounting principles generally accepted in the United States of America. Accordingly, actual revenue and expenditures can be compared with related budgeted amounts without any significant reconciling items.

Under Article XIIIB of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from the proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller, returned to the taxpayers through revised tax rates or revised fee schedules, or an excess in one year may be offset against a deficit in the following year. Further, Section 5 of Article XIIIB allows the City to designate a portion of fund balance for general contingencies to be used in future years without limitation.

City of National City
Required Supplementary Information (Unaudited) (Continued)
Budgetary Comparison Schedule – General Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 57,690,453	$ 57,690,453	$ 59,337,020	$ 1,646,567
Licenses and permits	821,924	1,189,924	1,049,372	(140,552)
Fines and forfeitures	518,300	518,300	773,260	254,960
Use of money and property	949,399	949,399	2,101,683	1,152,284
Intergovernmental	1,025,558	1,025,558	951,725	(73,833)
Charges for services	3,038,052	3,529,080	3,658,791	129,711
Other revenues	795,891	810,889	1,930,299	1,119,410
Total revenues	64,839,577	65,713,603	69,802,150	4,088,547
EXPENDITURES:				
Current:				
General government	8,852,727	9,647,309	8,616,076	1,031,233
Public safety	42,410,936	42,669,570	43,438,266	(768,696)
Transportation	4,032,032	5,373,283	4,660,171	713,112
Community development	537,172	537,172	229,335	307,837
Culture and leisure	4,111,068	4,366,408	3,863,018	503,390
Capital outlay	1,985,000	7,348,930	2,405,227	4,943,703
Debt service:				
Principal	322,738	322,738	324,474	(1,736)
Interest and fiscal charges	392,256	392,256	392,255	1
Total expenditures	62,643,929	70,657,666	63,928,822	6,728,844
REVENUES OVER (UNDER) EXPENDITURES	2,195,648	(4,944,063)	5,873,328	10,817,391
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	2,005,500	2,005,500
Transfers out	-	-	(2,567,210)	(2,567,210)
Total other financing sources (uses)	-	-	(561,710)	(561,710)
Net change in fund balance	$ 2,195,648	$ (4,944,063)	5,311,618	$ 10,255,681
Fund Balance:				
Beginning of year			57,063,603	
End of year			$ 62,375,221	

City of National City
Required Supplementary Information (Unaudited) (Continued)
Budgetary Comparison Schedule – Housing Asset Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Use of money and property	$ 125,000	$ 125,000	$ 161,449	$ 36,449
Total revenues	125,000	125,000	161,449	36,449
EXPENDITURES:				
Current:				
Community development	185,222	225,884	228,556	(2,672)
Total expenditures	185,222	225,884	228,556	(2,672)
Net change in fund balance	$ (60,222)	$ (100,884)	(67,107)	$ 33,777
Fund Balance:				
Beginning of year			12,445,189	
End of year			$ 12,378,082	

City of National City
Required Supplementary Information (Unaudited) (Continued)
Budgetary Comparison Schedule – Housing Choice Voucher Program Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Orginal	Final	Amounts	Final Budget
REVENUES:				
Fines and forfeitures	$ 30,000	$ 30,000	$ 17,880	$ (12,120)
Use of money and property	150	150	2,605	2,455
Intergovernmental	15,021,492	15,021,492	14,137,120	(884,372)
Total revenues	15,051,642	15,051,642	14,157,605	(894,037)
EXPENDITURES:				
Current:				
Community development	14,705,841	14,855,841	14,790,361	(65,480)
Capital outlay	-	150,000	-	(150,000)
Interest and fiscal charges	9,000	9,000	9,000	-
Total expenditures	14,714,841	15,014,841	14,799,361	(215,480)
Net change in fund balance	$ 336,801	$ 36,801	(641,756)	$ (678,557)
Fund Balance:				
Beginning of year			1,272,869	
End of year			$ 631,113	

City of National City
Required Supplementary Information (Unaudited) (Continued)
Budgetary Comparison Schedule – Sewer Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Use of money and property	$ -	$ -	$ 134,480	$ 134,480
Charges for services	9,931,785	11,669,873	13,242,543	1,572,670
Total revenues	9,931,785	11,669,873	13,377,023	1,707,150
EXPENDITURES:				
Current:				
General government	-	92,003	-	(92,003)
Health	8,995,569	9,296,458	8,959,853	336,605
Capital outlay	2,000,000	5,582,546	498,174	5,084,372
Debt service:				
Interest and fiscal charges	-	-	21,300	(21,300)
Total expenditures	10,995,569	14,971,007	9,481,786	5,310,133
Net change in fund balance	$ (1,063,784)	$ (3,301,134)	3,895,237	$ 7,196,371
Fund Balance:				
Beginning of year			22,386,760	
End of year			$ 26,281,997	

City of National City
Required Supplementary Information (Unaudited) (Continued)
Budgetary Comparison Schedule – ARPA Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Intergovernmental	$ 9,005,454	$ 9,005,454	$ 4,328,333	$ (4,677,121)
Total revenues	9,005,454	9,005,454	4,328,333	(4,677,121)
EXPENDITURES:				
Current:				
General government	2,500,000	3,557,020	1,361,982	2,195,038
Public safety	-	69,706	56,561	13,145
Capital outlay	-	5,315,440	479,497	4,835,943
Total expenditures	2,500,000	8,942,166	1,898,040	7,044,126
REVENUES OVER (UNDER) EXPENDITURES	6,505,454	63,288	2,430,293	2,367,005
OTHER FINANCING (USES):				
Transfers out	-	-	(2,430,293)	(2,430,293)
Total other financing (uses)	-	-	(2,430,293)	(2,430,293)
Net change in fund balance	$ 6,505,454	$ 63,288	-	$ (63,288)
Fund Balance:				
Beginning of year			-	
End of year			$ -	

City of National City
Required Supplementary Information (Unaudited) (Continued)
Budgetary Comparison Schedule – Other Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 491,036	$ 491,036	$ 474,719	$ (16,317)
Licenses and permits	227,000	227,000	494,729	267,729
Fines and forfeitures	24,600	24,600	67,314	42,714
Use of money and property	-	-	23,452	23,452
Intergovernmental	609,685	1,063,936	8,689,658	7,625,722
Charges for services	41,000	41,000	131,446	90,446
Other revenues	1,500	1,500	750	(750)
Total revenues	1,394,821	1,849,072	9,882,068	8,032,996
EXPENDITURES:				
Current:				
General government	1,360,000	7,079,914	1,633,163	5,446,751
Public safety	1,020,660	1,721,152	1,353,245	367,907
Community development	-	119,110	83,946	35,164
Health	208,796	224,335	226,672	(2,337)
Culture and leisure	169,665	256,586	193,522	63,064
Capital outlay	-	22,018,258	4,457,540	17,560,718
Total expenditures	2,759,121	31,419,355	7,948,088	23,471,267
REVENUES OVER (UNDER) EXPENDITURES	(1,364,300)	(29,570,283)	1,933,980	31,504,263
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	386,814	386,814
Transfers out	-	-	(5,500)	(5,500)
Total other financing sources (uses)	-	-	381,314	381,314
Net change in fund balance	$ (1,364,300)	$ (29,570,283)	2,315,294	$ 31,885,577
Fund Balance:				
Beginning of year			3,748	
End of year			$ 2,319,042	

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City of National City
Required Supplementary Information (Unaudited) (Continued)
Budgetary Comparison Schedule – Housing Authority Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Use of money and property	$ 770,073	$ 770,073	$ 1,333,745	$ 563,672
Intergovernmental	-	10,476,527	171,396	(10,305,131)
Other revenues	86,000	86,000	305,402	219,402
Total revenues	856,073	11,332,600	1,810,543	(9,522,057)
EXPENDITURES:				
Current:				
Community development	1,016,566	1,716,929	814,788	902,141
Capital outlay	217,950	500,711	194,161	306,550
Total expenditures	1,234,516	2,217,640	1,008,949	1,208,691
REVENUES OVER (UNDER) EXPENDITURES	(378,443)	9,114,960	801,594	(8,313,366)
OTHER FINANCING (USES):				
Transfers out	-	-	(545,073)	(545,073)
Total other financing (uses)	-	-	(545,073)	(545,073)
Net change in fund balance	$ (378,443)	$ 9,114,960	256,521	$ (8,858,439)
Fund Balance:				
Beginning of year			49,557,718	
End of year			$ 49,814,239	

City of National City
Required Supplementary Information (Unaudited) (Continued)
Schedules of Changes in the Net Pension Liability and Related Ratios
Last Ten Fiscal Years*
For the Year Ended June 30, 2023

City Miscellaneous Plan

Total pension liability	**2021-2022**	**2020-2021**	**2019-2020**	**2018-19**	**2017-18**	**2016-17**	**2015-16**	**2014-15**	**2013-14**
Service cost	$ 2,219,469	$ 2,104,183	$ 2,086,122	$ 2,212,767	$ 2,282,129	$ 2,118,219	$ 1,825,480	$ 1,811,929	$ 1,937,067
Interest on total pension liability	10,119,206	9,982,628	9,588,327	9,170,414	8,802,231	8,488,639	8,268,915	7,985,539	7,748,026
Changes in assumptions	4,386,544	-	-	-	(953,437)	7,027,519	-	(1,944,963)	-
Differences between expected and actual experience	(1,920,034)	909,313	1,074,893	147,608	371,057	(1,231,712)	(975,368)	(1,691,529)	-
Changes in benefit terms	-	-	-	-	-	-	-	-	-
Benefit payments, including refunds of employee contributions	(7,879,058)	(7,266,866)	(6,889,353)	(6,210,287)	(5,885,469)	(5,555,553)	(5,253,955)	(4,995,309)	(4,818,483)
Net change in total pension liability	6,926,127	5,729,258	5,859,989	5,320,502	4,616,511	10,847,112	3,865,072	1,165,667	4,866,610
Total pension liability - beginning	147,018,442	141,289,184	135,429,195	130,108,693	125,492,182	114,645,070	110,779,998	109,614,331	104,747,721
Total pension liability - ending (a)	$ 153,944,569	$ 147,018,442	$ 141,289,184	$ 135,429,195	$ 130,108,693	$ 125,492,182	$ 114,645,070	$ 110,779,998	$ 109,614,331
Plan fiduciary net position									
Contributions - employer	$ 31,300,395	$ 4,120,557	$ 3,888,994	$ 3,370,946	$ 2,953,421	$ 2,854,739	$ 2,367,548	$ 2,056,706	$ 1,956,344
Contributions - employee	914,564	859,274	944,908	1,041,592	933,458	858,901	820,175	895,912	767,784
Investment income (net of administrative expenses)	(10,433,973)	23,035,688	4,925,312	6,286,416	7,575,282	9,198,616	415,274	1,859,184	12,778,105
Benefit payments	(7,879,058)	(7,266,866)	(6,889,353)	(6,210,287)	(5,885,469)	(5,555,553)	(5,253,955)	(4,995,309)	(4,818,483)
Plan to plan resource movement	-	-	-	-	(221)	-	(135)	-	-
Administrative expenses	(76,605)	(102,218)	(140,408)	(67,699)	(406,601)	(122,207)	(51,483)	(94,900)	-
Net change in plan fiduciary net position	13,825,323	20,646,435	2,729,453	4,420,968	5,169,870	7,234,496	(1,702,576)	(278,407)	10,683,750
Plan fiduciary net position - beginning	122,973,221	102,326,786	99,597,333	95,176,365	90,006,495	82,771,999	84,474,575	84,752,982	74,069,232
Plan fiduciary net position - ending (b)	$ 136,798,544	$ 122,973,221	$ 102,326,786	$ 99,597,333	$ 95,176,365	$ 90,006,495	$ 82,771,999	$ 84,474,575	$ 84,752,982
Net pension liability - ending (a)-(b)	$ 17,146,025	$ 24,045,221	$ 38,962,398	$ 35,831,862	$ 34,932,328	$ 35,485,687	$ 31,873,071	$ 26,305,423	$ 24,861,349
Plan fiduciary net position as a percentage of the total pension liability	88.86%	83.64%	72.42%	73.54%	73.15%	71.72%	72.20%	76.25%	77.32%
Covered payroll	$ 11,215,102	$ 11,606,086	$ 11,276,333	$ 11,582,137	$ 11,885,467	$ 10,724,047	$ 10,126,926	$ 9,742,081	$ 9,853,337
Net pension liability as a percentage of covered-employee payroll	152.88%	207.18%	345.52%	309.37%	293.91%	330.90%	314.74%	270.02%	252.31%

Notes to Schedule:

Benefit changes: the figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2014. This applies for voluntary benefit changes as well as any offers of Two Years of Additional Service Credit (a.k.a. Golden Handshakes).

Changes in assumptions: In 2023, the discount rate was reduced from 7.15% to 6.90%. In 2018, demographic assumptions and inflation rate were changed in accordance with the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expenses) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

Historical information is presented only for measurement periods for which GASB 68 is implemented.

City of National City
Required Supplementary Information (Unaudited) (Continued)
Schedules of Changes in the Net Pension Liability and Related Ratios (Continued)
Last Ten Fiscal Years *
For the Year Ended June 30, 2023

City Safety Plan

Total pension liability	**2021-22**	**2020-21**	**2019-20**	**2018-19**	**2017-18**	**2016-17**	**2015-16**	**2014-15**	**2013-14**
Service cost	$ 4,670,573	$ 4,028,937	$ 4,127,384	$ 4,023,972	$ 4,006,475	$ 3,730,242	$ 3,143,806	$ 3,185,323	$ 3,249,200
Interest on total pension liability	16,009,462	15,639,864	14,940,058	14,344,993	13,628,845	12,890,015	12,491,615	12,122,308	11,761,448
Changes in assumptions	8,736,580	-	-	-	(922,226)	10,998,755	-	(3,049,086)	-
Differences between expected and actual experience	(4,319,836)	1,427,840	(22,405)	1,773,685	3,413,390	(1,384,693)	(2,263,779)	(2,416,366)	-
Changes in benefit terms	-	-	-	-	-	-	-	-	-
Benefit payments, including refunds of employee contributions	(11,377,372)	(10,871,690)	(10,445,430)	(9,705,935)	(9,097,472)	(8,735,024)	(8,368,654)	(8,022,441)	(7,719,645)
Net change in total pension liability	13,719,407	10,224,951	8,599,607	10,436,715	11,029,012	17,499,295	5,002,988	1,819,738	7,291,003
Total pension liability - beginning	230,957,845	220,732,894	212,133,287	201,696,572	190,667,560	173,168,265	168,165,277	166,345,539	159,054,536
Total pension liability - ending (a)	$ 244,677,252	$ 230,957,845	$ 220,732,894	$ 212,133,287	$ 201,696,572	$ 190,667,560	$ 173,168,265	$ 168,165,277	$ 166,345,539
Plan fiduciary net position									
Contributions - employer	$ 64,869,673	$ 7,850,354	$ 7,377,465	$ 6,484,462	$ 5,838,406	$ 5,748,626	$ 4,978,090	$ 4,463,726	$ 4,190,264
Contributions - employee	1,591,842	1,488,276	1,492,776	1,371,743	1,357,948	1,238,443	1,109,955	1,047,676	983,295
Investment income (net of administrative expenses)	(16,056,956)	33,123,497	7,091,313	8,798,970	10,630,597	12,739,410	584,907	2,587,755	17,466,806
Benefit payments	(11,377,372)	(10,871,690)	(10,445,430)	(9,705,935)	(9,097,472)	(8,735,024)	(8,368,654)	(8,022,441)	(7,719,645)
Plan to plan resource movement	-	-	-	-	(311)	-	135	-	-
Administrative expenses	(110,482)	(145,755)	(198,201)	(95,127)	(567,286)	(169,427)	(71,013)	(131,164)	-
Net change in plan fiduciary net position	38,916,705	31,444,682	5,317,923	6,854,113	8,161,882	10,822,028	(1,766,580)	(54,448)	14,920,720
Plan fiduciary net position - beginning	177,354,909	145,910,227	140,592,304	133,738,191	125,576,309	114,754,281	116,520,861	116,575,309	101,654,589
Plan fiduciary net position - ending (b)	$ 216,271,614	$ 177,354,909	$ 145,910,227	$ 140,592,304	$ 133,738,191	$ 125,576,309	$ 114,754,281	$ 116,520,861	$ 116,575,309
Net pension liability - ending (a)-(b)	$ 28,405,638	$ 53,602,936	$ 74,822,667	$ 71,540,983	$ 67,958,381	$ 65,091,251	$ 58,413,984	$ 51,644,416	$ 49,770,230
Plan fiduciary net position as a percentage of the total pension liability	88.39%	76.79%	66.10%	66.28%	66.31%	65.86%	66.27%	69.29%	70.08%
Covered payroll	$ 14,296,213	$ 13,456,702	$ 13,576,921	$ 13,034,797	$ 12,898,732	$ 11,939,450	$ 11,157,745	$ 11,228,972	$ 10,916,911
Net pension liability as a percentage of covered-employee payroll	198.69%	398.34%	551.10%	548.85%	526.86%	545.18%	523.53%	459.92%	455.90%

Notes to Schedule:

Benefit changes: the figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2014. This applies for voluntary benefit changes as well as any offers of Two Years of Additional Service Credit (a.k.a. Golden Handshakes).

Changes in assumptions: In 2023, the discount rate was reduced from 7.15% to 6.90%. In 2018, demographic assumptions and inflation rate were changed in accordance with the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expenses) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

Historical information is presented only for measurement periods for which GASB 68 is implemented.

City of National City
Required Supplementary Information (Unaudited) (Continued)
Schedules of Pension Contributions
Last Ten Fiscal Years
For the Year Ended June 30, 2023

City Miscellaneous Plan - 172

Measurement Period	**2022-23**	**2021-22**	**2020-21**	**2019-20**	**2018-19**	**2017-18**	**2016-17**	**2015-16**	**2014-15**	**2013-14**
Actuarially determined contribution	$ 2,443,327	$ 4,487,300	$ 4,120,557	$ 3,888,994	$ 3,371,801	$ 2,953,694	$ 2,854,739	$ 2,367,548	$ 2,056,706	$ 1,956,344
Contributions in relation to the actuarially determined contributions	(2,443,327)	(31,300,395)	(4,120,557)	(3,888,994)	(3,371,801)	(2,953,694)	(2,854,739)	(2,367,548)	(2,056,706)	(1,956,344)
Contribution deficiency (excess)	$ -	$ (26,813,095)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll [2,3]	$ 11,523,517	$ 11,215,102	$ 11,606,086	$ 11,276,333	$ 11,582,137	$ 11,885,467	$ 10,724,074	$ 10,126,926	$ 9,742,081	$ 9,853,337
Contributions as a percentage of covered payroll [3]	21.20%	279.09%	35.50%	34.49%	29.11%	24.85%	26.62%	23.38%	21.11%	19.85%

[1] Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

[2] Covered Payroll represented above is based on pensionable earnings provided by the employer. However, GASB 68 defines covered-employee payroll as the total payroll of employees that are provided pensions through the pension plan. Accordingly, if pensionable earnings are different than total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

[3] Payroll from prior year, $11,215,102, was assumed to increase by the 2.75% payroll growth assumption.

Notes to Schedule

Valuation date:	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014	6/30/2013	6/30/2012

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2014-15 were from the June 30, 2012 public agency valuations.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal
Amortization method/period	For details, see June 30, 2017 Funding Valuation Report
Asset valuation method	Market value of assets. For details, see the June 30, 2017 Funding Valuation Report.
Inflation	2.625%
Salary increases	Varies by entry age and service
Payroll growth	2.75%
Investment rate of return	7.00%, net of pension plan investment and administrative expenses, including inflation
Retirement age	The probabilities of retirement are based on the 2017 CalPERS Experience study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

City of National City
Required Supplementary Information (Unaudited) (Continued)
Schedules of Pension Contributions (Continued)
Last Ten Fiscal Years
For the Year Ended June 30, 2023

City Safety Plan - 4923

Measurement Period	**2022-23**	**2021-22**	**2020-21**	**2019-20**	**2018-19**	**2017-18**	**2016-17**	**2015-16**	**2014-15**	**2013-14**
Actuarially determined contribution	$ 4,872,529	$ 8,422,768	$ 7,849,867	$ 7,377,465	$ 6,484,462	$ 5,838,406	$ 5,748,626	$ 4,978,090	$ 4,463,726	$ 4,190,264
Contributions in relation to the actuarially determined contributions	(4,872,529)	(64,869,673)	(7,849,867)	(7,377,465)	(6,484,462)	(5,838,406)	(5,748,626)	(4,978,090)	(4,463,726)	(4,190,264)
Contribution deficiency (excess)	$ -	$ (56,446,905)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll [2,3]	$ 14,689,359	$ 14,296,213	$ 13,456,702	$ 13,576,921	$ 13,034,797	$ 12,898,732	$ 11,939,450	$ 11,157,745	$ 11,228,972	$ 10,916,911
Contributions as a percentage of covered payroll [3]	33.17%	453.75%	58.33%	54.34%	49.75%	45.26%	48.15%	44.62%	39.75%	38.38%

[1] Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

[2] Covered Payroll represented above is based on pensionable earnings provided by the employer. However, GASB 68 defines covered-employee payroll as the total payroll of employees that are provided pensions through the pension plan. Accordingly, if pensionable earnings are different than total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

[3] Payroll from prior year, $14,296,213, was assumed to increase by the 2.75% payroll growth assumption.

Notes to Schedule

Valuation date:	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014	6/30/2013	6/30/2012

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2014-15 were from the June 30, 2012 public agency valuations.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal
Amortization method/period	For details, see June 30, 2017 Funding Valuation Report
Asset valuation method	Market value of assets. For details, see the June 30, 2017 Funding Valuation Report.
Inflation	2.625%
Salary increases	Varies by entry age and service
Payroll growth	2.75%
Investment rate of return	7.00%, net of pension plan investment and administrative expenses, including inflation
Retirement age	The probabilities of retirement are based on the 2017 CalPERS Experience study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

City of National City
Required Supplementary Information (Unaudited) (Continued)
Schedule of Changes in Total OPEB Liability and Related Ratios
Last Ten Fiscal Years [1]
For the Year Ended June 30, 2023

Measurement period, year ending:	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017
Total OPEB liability							
Service cost	$ 163,178	$ 243,592	$ 215,583	$ 190,082	$ 201,904	$ 196,023	$ 189,577
Interest	196,473	134,422	153,536	169,175	187,984	177,753	170,970
Changes of benefit terms	-	-	-	-	-	-	-
Differences between expected and actual experience	(2,960)	(283,064)	(70,912)	-	(131,753)	-	-
Changes of assumptions	(16,218)	(1,070,116)	301,024	267,125	(25,433)	(53,296)	-
Benefit payments, including refunds of member contributions	(294,801)	(264,043)	(258,237)	(244,418)	(198,069)	(168,761)	(166,220)
Net change in total OPEB liability	45,672	(1,239,209)	340,994	381,964	34,633	151,719	194,327
Total OPEB liability - beginning	4,786,498	6,025,707	5,684,713	5,302,749	5,268,116	5,116,397	4,922,070
Total OPEB liability - ending (a)	$ 4,832,170	$ 4,786,498	$ 6,025,707	$ 5,684,713	$ 5,302,749	$ 5,268,116	$ 5,116,397
OPEB fiduciary net position							
Contributions - employer	$ 294,801	$ 264,043	$ 258,237	$ 244,418	$ 198,069	$ 168,761	$ 166,220
Net investment income	-	-	-	-	-	-	-
Benefit payments, including refunds of member contributions	(294,801)	(264,043)	(258,237)	(244,418)	(198,069)	(168,761)	(166,220)
Administrative expense	-	-	-	-	-	-	-
Net change in plan fiduciary net position	-	-	-	-	-	-	-
Plan fiduciary net position - beginning	-	-	-	-	-	-	-
Plan fiduciary net position - ending (b)	-	-	-	-	-	-	-
Plan net OPEB liability - ending (a) - (b)	$ 4,832,170	$ 4,786,498	$ 6,025,707	$ 5,684,713	$ 5,302,749	$ 5,268,116	$ 5,116,397
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Covered-employee payroll	$ 25,675,800	$ 24,976,459	$ 24,723,720	$ 24,062,015	$ 23,361,180	$ 23,316,000	$ 23,316,000
Plan total OPEB liability as a percentage of covered-employee payroll	18.82%	19.16%	24.37%	23.63%	22.70%	22.59%	21.94%

There are no assets accumulated in a trust that meets GASB criteria to pay related benefits for the OPEB plan.

[1] Historical information is presented only for periods for which GASB 75 is implemented.

SUPPLEMENTARY INFORMATION

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NON-MAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS:

Library Fund **-** This fund is used to account for the operation of the National City Library.

Parks Maintenance Fund **-** This fund is used to account for operating and maintaining the City's parks.

Library Capital Outlay Fund **-** This fund is used to account for revenues from real property transfer taxes set aside to finance capital outlay and capital improvement expenditures of the National City Library.

Gas Tax Fund **-** This fund is used to account for the City's share of state gas tax revenue restricted for street improvement and maintenance.

Community Development Block Grant (CDBG) Fund **-** This fund is used to account for federal funds received from HUD – Community Development Block Program.

HOME Program Fund **-** This fund is used to account for federal funds received from HUD HOME Program.

Asset Forfeiture Fund **-** This fund is used to account for the receipt and expenditure of funds provided by the federal government's asset seizure fund to be used exclusively for law enforcement purposes.

Nutrition Fund **-** This fund is used for reporting the operations of the Nutrition program that is funded by a combination of grants funds from the County, a transfer from the Housing Authority, and voluntary payments from those who receive meals through the program.

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NON-MAJOR GOVERNMENTAL FUNDS

DEBT SERVICE FUNDS:

Library Bonds Debt Service Fund **-** This fund is used to account for the property taxes collected for and debt service payments made on the bonds that were issued for construction of the library.

CAPITAL PROJECT FUNDS:

STP Local/TransNet Highway Fund **-** This fund is used to account for funds received from the San Diego Association of Governments ("SANDAG") for TransNet projects.

Proposition "A" Capital Projects Fund **-** This fund is used to account for funds received from the San Diego Association of Governments ("SANDAG") for TransNet projects. Projects are funded by a one-half cent transactions and use tax approved by the voters in San Diego County.

State-Local Partnership Fund **-** This fund is used to account for the receipt and expenditures of funds provided by the State under the State-Local Transportation Partnership Program.

PERMANENT FUNDS:

Library Endowment Fund **-** This fund is used to account for a financial endowment made to the Library. Only interest earned on the principal can be used to purchase books and other library materials.

City of National City
Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2023

	Special Revenue				
	Library	Parks Maintenance	Library Capital Outlay	Gas Tax	CDBG
ASSETS					
Cash and investments	$ 588,890	$ 413,783	$ 1,021,134	$ 1,349,764	$ 40,908
Receivables:					
Accounts	-	-	-	-	-
Taxes	8,759	10,206	9,139	377,737	-
Interest	-	-	-	1,640	-
Loans	-	-	-	-	23,199
Total assets	$ 597,649	$ 423,989	$ 1,030,273	$ 1,729,141	$ 706,404
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 9,323	$ 77,681	$ 2,247	$ 519,335	$ 124,439
Accrued liabilities	47,867	50,457	-	38,200	9,117
Due to other funds	-	-	-	-	541,281
Unearned revenue	-	-	-	-	-
Total liabilities	57,190	128,138	2,247	557,535	674,837
Fund Balances (deficit):					
Restricted	540,459	295,851	1,028,026	1,171,606	31,567
Unassigned (deficit)	-	-	-	-	-
Total fund balances	540,459	295,851	1,028,026	1,171,606	31,567
Total liabilities, deferred inflows of resources, and fund balances	$ 597,649	$ 423,989	$ 1,030,273	$ 1,729,141	$ 706,404

(Continued)

City of National City
Combining Balance Sheet (Continued)
Non-Major Governmental Funds
June 30, 2023

	Special Revenue			Debt Service	Capital Projects
	HOME Program	Asset Forfeiture	Nutrition	Library Bonds	STP Local/ *TransNet*
ASSETS					
Cash and investments	$ 1,104,926	$ 208,202	$ 66,726	$ 947,517	$ -
Receivables:					
Accounts	-	-	105,153	-	13
Taxes	-	-	-	1,015	-
Interest	1,320	244	-	1,192	-
Loans	406,809	-	-	-	-
Total assets	$ 1,513,055	$ 208,446	$ 171,879	$ 949,723	$ 13
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 70,355	$ -	$ 44,335	$ 2,000	$ -
Accrued liabilities	5,559	-	64,597	-	-
Due to other funds	-	-	-	-	-
Unearned revenue	1,088	-	-	-	-
Total liabilities	77,002	-	108,932	2,000	-
Fund Balances (deficit):					
Restricted	1,436,053	208,446	62,947	947,723	13
Unassigned (deficit)	-	-	-	-	-
Total fund balances	1,436,053	208,446	62,947	947,723	13
Total liabilities, deferred inflows of resources, and fund balances	$ 1,513,055	$ 208,446	$ 171,879	$ 949,723	$ 13

(Continued)

City of National City
Combining Balance Sheet (Continued)
Non-Major Governmental Funds
June 30, 2023

	Capital Projects		Permanent	
	Proposition A	State-Local Partnership	Library Endowment	Total Non-major Governmental Funds
ASSETS				
Cash and investments	$ -	$ 133,491	$ 53,878	$ 5,929,219
Receivables:				
Accounts	-	-	-	105,166
Taxes	-	-	-	406,856
Interest	-	168	68	4,632
Loans	-	-	-	430,008
Total assets	$ -	$ 133,659	$ 53,946	$ 7,518,177
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 254,405	$ -	$ -	$ 1,104,120
Accrued liabilities	-	-	-	215,797
Due to other funds	621,300	-	-	1,162,581
Unearned revenue	-	-	-	1,088
Total liabilities	875,705	-	-	2,483,586
Fund Balances (deficit):				
Restricted	-	133,659	53,946	5,910,296
Unassigned (deficit)	(875,705)	-	-	(875,705)
Total fund balances	(875,705)	133,659	53,946	5,034,591
Total liabilities, deferred inflows of resources, and fund balances	$ -	$ 133,659	$ 53,946	$ 7,518,177

(Concluded)

City of National City
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-Major Governmental Funds
For the Year Ended June 30, 2023

	Special Revenue				
	Library	Parks Maintenance	Library Capital Outlay	Gas Tax	CDBG
REVENUES:					
Taxes	$ 977,800	$ 1,139,386	$ 168,623	$ 2,940,548	$ -
Fines and forfeitures	-	-	-	-	-
Use of money and property	-	-	-	14,145	-
Intergovernmental	3,016	5,346	-	-	1,464,386
Charges for services	-	-	-	-	-
Other revenues	5,213	-	12,326	63,661	-
Total revenues	986,029	1,144,732	180,949	3,018,354	1,464,386
EXPENDITURES:					
Current:					
Public safety	-	-	-	-	-
Transportation	-	-	-	1,430,116	-
Community development	-	-	-	-	633,833
Health	-	47,017	-	-	-
Culture and leisure	2,239,821	1,661,271	48,805	-	-
Capital outlay	-	-	-	1,619,746	-
Debt service:					
Principal	-	-	-	-	565,000
Interest and fiscal charges	-	45,700	-	-	23,861
Total expenditures	2,239,821	1,753,988	48,805	3,049,862	1,222,694
REVENUES OVER (UNDER) EXPENDITURES	(1,253,792)	(609,256)	132,144	(31,508)	241,692
OTHER FINANCING SOURCES:					
Transfers in	1,184,150	838,345	-	-	-
Transfers out	(61)	-	-	-	-
Total other financing sources	1,184,089	838,345	-	-	-
CHANGES IN FUND BALANCES	(69,703)	229,089	132,144	(31,508)	241,692
FUND BALANCES (DEFICIT):					
Beginning of year	610,162	66,762	895,882	1,203,114	(210,125)
End of year	$ 540,459	$ 295,851	$ 1,028,026	$ 1,171,606	$ 31,567

(Continued)

City of National City
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Non-Major Governmental Funds
For the Year Ended June 30, 2023

	Special Revenue			Debt Service	Capital Projects
	HOME Program	Asset Forfeiture	Nutrition	Library Bonds	STP Local/ *TransNet*
REVENUES:					
Taxes	$ -	$ -	$ -	$ 373,306	$ -
Fines and forfeitures	-	16,566	-	-	-
Use of money and property	29,822	1,873	-	5,749	-
Intergovernmental	364,736	-	383,954	-	-
Charges for services	-	-	9,957	-	-
Other revenues	-	-	56,555	-	-
Total revenues	394,558	18,439	450,466	379,055	-
EXPENDITURES:					
Current:					
Public safety	-	16,021	-	-	-
Transportation	-	-	-	-	-
Community development	377,541	-	-	-	-
Health	-	-	69,186	-	-
Culture and leisure	-	-	990,763	-	-
Capital outlay	-	-	-	-	-
Debt service:					
Principal	-	-	-	315,000	-
Interest and fiscal charges	-	-	-	79,209	-
Total expenditures	377,541	16,021	1,059,949	394,209	-
REVENUES OVER (UNDER) EXPENDITURES	17,017	2,418	(609,483)	(15,154)	-
OTHER FINANCING SOURCES:					
Transfers in	-	-	703,035	-	-
Transfers out	-	-	(48,000)	-	-
Total other financing sources	-	-	655,035	-	-
CHANGES IN FUND BALANCES	17,017	2,418	45,552	(15,154)	-
FUND BALANCES (DEFICIT):					
Beginning of year	1,419,036	206,028	17,395	962,877	13
End of year	$ 1,436,053	$ 208,446	$ 62,947	$ 947,723	$ 13

(Continued)

City of National City
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Non-Major Governmental Funds
For the Year Ended June 30, 2023

	Capital Projects		Permanent	
	Proposition A	State-Local Partnership	Library Endowment	Total Non-Major Governmental Funds
REVENUES:				
Taxes	$ -	$ -	$ -	$ 5,599,663
Fines and forfeitures	-	-	-	16,566
Use of money and property	22,643	1,008	-	75,240
Intergovernmental	-	-	407	2,221,845
Charges for services	-	-	-	9,957
Other revenues	-	-	-	137,755
Total revenues	22,643	1,008	407	8,061,026
EXPENDITURES:				
Current:				
Public safety	-	-	-	16,021
Transportation	-	-	-	1,430,116
Community development	-	-	-	1,011,374
Health	-	-	-	116,203
Culture and leisure	-	-	-	4,940,660
Capital outlay	2,213,991	-	-	3,833,737
Debt service:				
Principal	-	-	-	880,000
Interest and fiscal charges	-	-	-	148,770
Total expenditures	2,213,991	-	-	12,376,881
REVENUES OVER (UNDER) EXPENDITURES	(2,191,348)	1,008	407	(4,315,855)
OTHER FINANCING SOURCES:				
Transfers in	-	-	-	2,725,530
Transfers out	-	-	-	(48,061)
Total other financing sources	-	-	-	2,677,469
CHANGES IN FUND BALANCES	(2,191,348)	1,008	407	(1,638,386)
FUND BALANCES (DEFICIT):				
Beginning of year	1,315,643	132,651	53,539	6,672,977
End of year	$ (875,705)	$ 133,659	$ 53,946	$ 5,034,591

(Concluded)

City of National City
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual
Library Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 959,075	$ 959,075	$ 977,800	$ 18,725
Intergovernmental	4,197	4,197	3,016	(1,181)
Other Revenues	-	-	5,213	5,213
Total revenues	963,272	963,272	986,029	22,757
EXPENDITURES:				
Current:				
Culture and leisure	2,147,422	2,171,422	2,239,821	(68,399)
Total expenditures	2,147,422	2,171,422	2,239,821	(68,399)
REVENUES OVER (UNDER) EXPENDITURES	(1,184,150)	(1,208,150)	(1,253,792)	(45,642)
OTHER FINANCING SOURCES:				
Transfers in	-	-	1,184,150	1,184,150
Transfers out	-	-	(61)	(61)
Total other financing sources	-	-	1,184,089	1,184,089
CHANGE IN FUND BALANCE	$ (1,184,150)	$ (1,208,150)	(69,703)	$ 1,138,447
FUND BALANCE:				
Beginning of year			610,162	
End of year			$ 540,459	

City of National City
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual
Parks Maintenance Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 1,125,871	$ 1,125,871	$ 1,139,386	$ 13,515
Intergovernmental	5,754	5,754	5,346	(408)
Total revenues	1,131,625	1,131,625	1,144,732	13,107
EXPENDITURES:				
Current:				
Health	47,517	47,517	47,017	500
Culture and leisure	1,876,753	1,876,753	1,661,271	215,482
Debt Service:				
Interest and fiscal charges	45,700	45,700	45,700	-
Total expenditures	1,969,970	1,969,970	1,753,988	215,982
REVENUES OVER (UNDER) EXPENDITURES	(838,345)	(838,345)	(609,256)	229,089
OTHER FINANCING SOURCES:				
Transfers in	-	-	838,345	838,345
Total other financing sources	-	-	838,345	838,345
CHANGE IN FUND BALANCE	$ (838,345)	$ (838,345)	229,089	$ 1,067,434
FUND BALANCE:				
Beginning of year			66,762	
End of year			$ 295,851	

City of National City
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual
Library Capital Outlay Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 150,000	$ 150,000	$ 168,623	$ 18,623
Other revenues	10,000	10,000	12,326	2,326
Total revenues	160,000	160,000	180,949	20,949
EXPENDITURES:				
Current:				
General government	-	17,379	-	(17,379)
Culture and leisure	51,900	51,900	48,805	3,095
Capital outlay	-	5,975	-	5,975
Total expenditures	51,900	75,254	48,805	26,449
CHANGE IN FUND BALANCE	$ 108,100	$ 84,746	132,144	$ 47,398
FUND BALANCE:				
Beginning of year			895,882	
End of year			$ 1,028,026	

City of National City
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual
Gas Tax Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 3,269,653	$ 3,269,653	$ 2,940,548	$ (329,105)
Use of money and property	-	-	14,145	14,145
Other revenues	-	-	63,661	63,661
Total revenues	3,269,653	3,269,653	3,018,354	(251,299)
EXPENDITURES:				
Current:				
Transportation	1,703,505	1,908,505	1,430,116	478,389
Capital outlay	1,430,342	3,252,981	1,619,746	1,633,235
Total expenditures	3,133,847	5,161,486	3,049,862	2,111,624
CHANGE IN FUND BALANCE	$ 135,806	$ (1,891,833)	(31,508)	$ 1,860,325
FUND BALANCE:				
Beginning of year			1,203,114	
End of year			$ 1,171,606	

City of National City
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual
Community Development Block Grant (CDBG) Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Intergovernmental	$ 710,043	$ 710,043	$ 1,464,386	$ 754,343
Total revenues	710,043	710,043	1,464,386	754,343
EXPENDITURES:				
Current:				
Community development	313,786	856,705	633,833	222,872
Debt service:				
Principal	565,000	565,000	565,000	-
Interest and fiscal charges	23,861	23,861	23,861	-
Total expenditures	902,647	1,445,566	1,222,694	222,872
CHANGE IN FUND BALANCE	$ (192,604)	$ (735,523)	241,692	$ 977,215
FUND BALANCE (DEFICIT):				
Beginning of year			(210,125)	
End of year			$ 31,567	

City of National City
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual
HOME Program Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Use of money and property	$ -	$ -	$ 29,822	$ 29,822
Intergovernmental	400,681	400,681	364,736	(35,945)
Total revenues	400,681	400,681	394,558	(6,123)
EXPENDITURES:				
Current:				
Community development	259,273	915,045	377,541	537,504
Culture and leisure	-	323,129	-	323,129
Total expenditures	259,273	1,238,174	377,541	860,633
CHANGE IN FUND BALANCE	$ 141,408	$ (837,493)	17,017	$ 854,510
FUND BALANCE:				
Beginning of year			1,419,036	
End of year			$ 1,436,053	

City of National City
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual
Asset Forfeiture Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Fines and forfeitures	$ -	$ -	$ 16,566	$ 16,566
Use of money and property	-	-	1,873	1,873
Total revenues	-	-	18,439	18,439
EXPENDITURES:				
Current:				
Public safety	-	14,289	16,021	(1,732)
Total expenditures	-	14,289	16,021	(1,732)
CHANGE IN FUND BALANCE	$ -	$ (14,289)	2,418	$ 16,707
FUND BALANCE:				
Beginning of year			206,028	
End of year			$ 208,446	

City of National City
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual
Nutrition Special Revenue Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Intergovernmental	$ 341,000	$ 341,000	$ 383,954	$ 42,954
Charges for services	-	-	9,957	9,957
Other revenues	72,600	72,600	56,555	(16,045)
Total revenues	413,600	413,600	450,466	36,866
EXPENDITURES:				
Current:				
Health	-	-	69,186	(69,186)
Culture and leisure	1,064,835	1,143,958	990,763	153,195
Total expenditures	1,064,835	1,143,958	1,059,949	84,009
REVENUES OVER (UNDER) EXPENDITURES	(651,235)	(730,358)	(609,483)	120,875
OTHER FINANCING SOURCES:				
Transfers in	-	-	703,035	703,035
Transfers out	-	-	(48,000)	(48,000)
Total other financing sources	-	-	655,035	655,035
CHANGE IN FUND BALANCE	$ (651,235)	$ (730,358)	45,552	$ 775,910
FUND BALANCE:				
Beginning of year			17,395	
End of year			$ 62,947	

City of National City
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual
Library Bonds Debt Service Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 393,815	$ 393,815	$ 373,306	$ (20,509)
Use of money and property	-	-	5,749	5,749
Total revenues	393,815	393,815	379,055	(14,760)
EXPENDITURES:				
Debt Service:				
Principal	315,000	315,000	315,000	-
Interest and fiscal charges	77,650	77,650	79,209	(1,559)
Total expenditures	392,650	392,650	394,209	(1,559)
CHANGE IN FUND BALANCE	$ 1,165	$ 1,165	(15,154)	$ (16,319)
FUND BALANCE:				
Beginning of year			962,877	
End of year			$ 947,723	

INTERNAL SERVICE FUNDS

Internal Service Funds are used to finance and account for special activities and services performed by a designated City department for other departments on a cost reimbursement basis.

Facilities Maintenance Fund **-** This fund is used to account for the costs of maintaining all City-owned buildings in a clean, safe, workable, and pleasant condition.

Liability Insurance Fund **-** This fund is used to account for the costs of maintaining the City's workers' compensation and liability insurance programs.

Information Systems Maintenance Fund **-** This fund is used to account for the costs of maintaining the City's computer-related information systems.

Office Equipment Depreciation Fund **-** This fund is used to account for the costs to replace City office equipment.

Telecommunications Revolving Fund **-** This fund is used to account for the costs of maintaining the City's telecommunications system.

Motor Vehicle Services Fund **-** This fund is used to account fort the City's costs of preventative maintenance and repairs for all City vehicles including police, fire, general administrative, park, sewer and public works equipment.

Vehicle Replacement Reserve Fund **-** This fund is used to account for the costs of acquiring City vehicles and related equipment and for building a reserve for their future replacement.

City of National City
Combining Statement of Net Position
All Internal Service Funds
June 30, 2023

	Facilities Maintenance	Liability Insurance	Information Systems Maintenance	Office Equipment Depreciation
ASSETS				
Current assets:				
Cash and investments	$ 75,307	$ 17,162,460	$ 1,665,809	$ 584,996
Accounts receivable	-	61,565	-	-
Prepaid items and deposits	43,101	-	37,520	-
Total current assets	118,408	17,224,025	1,703,329	584,996
Noncurrent assets:				
Restricted cash and investments with fiscal agents	10,334	-	-	-
Capital assets, net	443,985	-	30,319	33,322
Total noncurrent assets	454,319	-	30,319	33,322
Total assets	572,727	17,224,025	1,733,648	618,318
LIABILITIES				
Current liabilities:				
Accounts payable and accrued liabilities	188,395	247,300	221,755	934
Salaries payable	8,870	1,274	10,037	-
Interest payable	5,914	-	-	-
Leases payable - due within one year	159,172	-	-	-
Compensated absences - due within one year	43,101	6,134	42,640	-
Claims payable - due within one year	-	2,000,747	-	-
Total current liabilities	405,452	2,255,455	274,432	934
Noncurrent liabilities:				
Leases payable - due in more than one year	167,200	-	-	-
Claims payable - due within one year	-	9,291,253	-	-
Total noncurrent liabilities	167,200	9,291,253	-	-
Total liabilities	572,652	11,546,708	274,432	934
NET POSITION				
Net investment in capital assets	117,613	-	30,319	33,322
Restricted for debt service	10,334	-	-	-
Unrestricted (deficit)	(127,872)	5,677,317	1,428,897	584,062
Total net position (deficit)	$ 75	$ 5,677,317	$ 1,459,216	$ 617,384

City of National City
Combining Statement of Net Position (Continued)
All Internal Service Funds
June 30, 2023

	Tele-communications Revolving	Motor Vehicle Services	Vehicle Replacement Reserve	Total
ASSETS				
Current assets:				
Cash and investments	$ 14,623	$ 936,771	$ 5,507,575	$ 25,947,541
Accounts receivable	-	-	-	61,565
Prepaid items and deposits	-	-	-	80,621
Total current assets	14,623	936,771	5,507,575	26,089,727
Noncurrent assets:				
Restricted cash and investments with fiscal agents	-	-	-	10,334
Capital assets, net	-	-	3,885,615	4,393,241
Total noncurrent assets	-	-	3,885,615	4,403,575
Total assets	14,623	936,771	9,393,190	30,493,302
LIABILITIES				
Current liabilities:				
Accounts payable and accrued liabilities	-	76,052	400,548	1,134,984
Salaries payable	-	1,845	-	22,026
Interest payable	-	-	-	5,914
Leases payable - due within one year	-	-	-	159,172
Compensated absences - due within one year	-	49,577	-	141,452
Claims payable - due within one year	-	-	-	2,000,747
Total current liabilities	-	127,474	400,548	3,464,295
Noncurrent liabilities:				
Leases payable - due in more than one year	-	-	-	167,200
Claims payable - due within one year	-	-	-	9,291,253
Total noncurrent liabilities	-	-	-	9,458,453
Total liabilities	-	127,474	400,548	12,922,748
NET POSITION				
Net investment in capital assets	-	-	3,885,615	4,066,869
Restricted for debt service	-	-	-	10,334
Unrestricted (deficit)	14,623	809,297	5,107,027	13,493,351
Total net position (deficit)	$ 14,623	$ 809,297	$ 8,992,642	$ 17,570,554

City of National City
Combining Statement of Revenues, Expenses, and Changes in Net Position
All Internal Service Funds
For the Year Ended June 30, 2023

	Facilities Maintenance	Liability Insurance	Information Systems Maintenance	Office Equipment Depreciation
OPERATING REVENUES:				
Charges for services	$ 3,072,029	$ 4,106,086	$ 2,733,891	$ -
Other	-	31,592	-	-
Total operating revenues	3,072,029	4,137,678	2,733,891	-
OPERATING EXPENSES:				
Operations and administration	1,023,522	4,023,891	1,026,414	16,045
Maintenance	1,714,062	79,961	1,794,080	-
Depreciation and amortization	150,749	-	63,899	2,339
Total operating expenses	2,888,333	4,103,852	2,884,393	18,384
Operating income (loss)	183,696	33,826	(150,502)	(18,384)
NONOPERATING REVENUES (EXPENSES):				
Intergovernmental	21,020	-	-	-
Interest expense	(21,344)	-	-	-
Total nonoperating revenues (expenses)	(324)	-	-	-
Income (loss) before transfers	183,372	33,826	(150,502)	(18,384)
TRANSFERS:				
Transfers in	48,000	-	-	-
Total transfers	48,000	-	-	-
Changes in net position	231,372	33,826	(150,502)	(18,384)
NET POSITION (DEFICIT):				
Beginning of year	(231,297)	5,643,491	1,609,718	635,768
End of year	$ 75	$ 5,677,317	$ 1,459,216	$ 617,384

City of National City
Combining Statement of Revenues, Expenses, and Changes in Net Position (Continued)
All Internal Service Funds
For the Year Ended June 30, 2023

	Tele-communications Revolving	Motor Vehicle Services	Vehicle Replacement Reserve	Total
OPERATING REVENUES:				
Charges for services	$ -	$ 1,366,307	$ 1,518,080	$ 12,796,393
Other	-	-	-	31,592
Total operating revenues	-	1,366,307	1,518,080	12,827,985
OPERATING EXPENSES:				
Operations and administration	-	330,821	658,940	7,079,633
Maintenance	-	947,721	20,364	4,556,188
Depreciation and amortization	-	-	753,466	970,453
Total operating expenses	-	1,278,542	1,432,770	12,606,274
Operating income (loss)	-	87,765	85,310	221,711
NONOPERATING REVENUES (EXPENSES):				
Intergovernmental	-	-	-	21,020
Interest expense	-	-	-	(21,344)
Total nonoperating revenues (expenses)	-	-	-	(324)
Income (loss) before transfers	-	87,765	85,310	221,387
TRANSFERS:				
Transfers in	-	-	430,293	478,293
Total transfers	-	-	430,293	478,293
Changes in net position	-	87,765	515,603	699,680
NET POSITION (DEFICIT):				
Beginning of year	14,623	721,532	8,477,039	16,870,874
End of year	$ 14,623	$ 809,297	$ 8,992,642	$ 17,570,554

City of National City
Combining Statement of Cash Flows
All Internal Service Funds
For the Year Ended June 30, 2023

	Facilities Maintenance	Liability Insurance	Information Systems Maintenance	Office Equipment Depreciation
CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received from other funds	$ 3,072,029	$ 4,106,086	$ 2,733,891	$ -
Cash payments for goods and services	(3,008,230)	(3,707,820)	(2,768,411)	(15,111)
Other operating revenues	-	31,592	-	-
Net cash provided by (used in) operating activities	63,799	429,858	(34,520)	(15,111)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Principal paid on capital lease	(151,532)	-	-	-
Acquisition of capital assets	-	-	-	(35,661)
Net cash (used in) capital and related financing activities	(172,875)	-	-	(35,661)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Amounts received from other agencies	21,020	-	-	-
Transfers in	48,000	-	-	-
Net cash provided by (used in) noncapital financing activities	69,020	-	-	-
Net change in cash and cash equivalents	(40,056)	429,858	(34,520)	(50,772)
CASH AND CASH EQUIVALENTS:				
Beginning of year	125,697	16,732,602	1,700,329	635,768
End of year	$ 85,641	$ 17,162,460	$ 1,665,809	$ 584,996
RECONCILIATION TO STATEMENT OF NET POSITION:				
Cash and investments	$ 75,307	$ 17,162,460	$ 1,665,809	$ 584,996
Restricted cash and investments with fiscal agents	10,334	-	-	-
Total cash and cash equivalents	$ 85,641	$ 17,162,460	$ 1,665,809	$ 584,996

City of National City
Combining Statement of Cash Flows (Continued)
All Internal Service Funds
For the Year Ended June 30, 2023

	Tele-communications Revolving	Motor Vehicle Services	Vehicle Replacement Reserve	Total
CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received from other funds	$ -	$ 1,366,307	$ 1,518,080	$ 12,796,393
Cash payments for goods and services	-	(1,276,261)	(525,376)	(11,301,209)
Other operating revenues	-	-	-	31,592
Net cash provided by (used in) operating activities	-	90,046	992,704	1,526,776
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Principal paid on capital lease	-	-	-	(151,532)
Acquisition of capital assets	-	-	(401,384)	(437,045)
Net cash (used in) capital and related financing activities	-	-	(401,384)	(609,920)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Amounts received from other agencies	-	-	-	21,020
Transfers in	-	-	430,294	478,294
Net cash provided by (used in) noncapital financing activities	-	-	430,294	499,314
Net change in cash and cash equivalents	-	90,046	1,021,614	1,416,170
CASH AND CASH EQUIVALENTS:				
Beginning of year	14,623	846,725	4,485,961	24,541,705
End of year	$ 14,623	$ 936,771	$ 5,507,575	$ 25,957,875
RECONCILIATION TO STATEMENT OF NET POSITION:				
Cash and investments	$ 14,623	$ 936,771	$ 5,507,575	$ 25,947,541
Restricted cash and investments with fiscal agents	-	-	-	10,334
Total cash and cash equivalents	$ 14,623	$ 936,771	$ 5,507,575	$ 25,957,875

City of National City
Combining Statement of Cash Flows (Continued)
All Internal Service Funds
For the Year Ended June 30, 2023

	Facilities Maintenance	Liability Insurance	Information Systems Maintenance	Office Equipment Depreciation
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:				
Operating income (loss)	$ 183,696	$ 33,826	$ (150,502)	$ (18,384)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
Depreciation and amortization	150,749	-	63,899	2,339
Changes in operating assets and liabilities:				
Prepaids and deposits	(43,101)	-	-	-
Accounts payable and accrued liabilities	(229,241)	69,741	47,752	934
Salaries payable	(10,265)	(781)	26	-
Compensated absences	11,961	1,072	4,305	-
Claims payable	-	326,000	-	-
Total adjustments	(119,897)	396,032	115,982	3,273
Net cash provided by (used in) operating activities	$ 63,799	$ 429,858	$ (34,520)	$ (15,111)

City of National City
Combining Statement of Cash Flows (Continued)
All Internal Service Funds
For the Year Ended June 30, 2023

	Tele-communications Revolving	Motor Vehicle Services	Equipment Replacement Reserve	Total
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:				
Operating income (loss)	$ -	$ 87,765	$ 85,310	$ 221,711
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
Depreciation and amortization	-	-	753,466	970,453
Changes in operating assets and liabilities:				
Prepaids and deposits	-	-	-	(43,101)
Accounts payable and accrued liabilities	-	(6,477)	153,928	36,637
Salaries payable	-	(5,763)	-	(16,783)
Compensated absences	-	14,521	-	31,859
Claims payable	-	-	-	326,000
Total adjustments	-	2,281	907,394	1,305,065
Net cash provided by (used in) operating activities	$ -	$ 90,046	$ 992,704	$ 1,526,776

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STATISTICAL SECTION

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Statistical Section

Financial Presentations included in the Statistical Section provide data and information on the financial, physical, and economic characteristics of the City of National City. The following schedules cover multiple fiscal years and provide readers with a broader and more complete understanding of the City and its financial affairs and economic condition. They also present detailed information as a context for understanding this year's financial statements, note disclosure, and required supplementary information.

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City of National City
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2014	2015	2016	2017	2018
Governmental Activities:					
Net Investment in					
Capital Assets	$ 108,881,192	$ 120,377,947	$ 134,444,245	$ 140,128,868	$ 141,748,074
Restricted for:					
General Services	25,690,372	24,671,923	29,511,338	17,830,592	16,441,482
Community Development	4,522,562	5,348,413	3,448,959	1,413,792	283,394
Public Safety	-	-	-	1,566,498	1,472,665
Transportation	-	-	-	2,279,981	1,985,811
Housing	-	-	-	8,450,433	8,980,034
Debt Service	1,691,931	1,676,222	1,845,117	1,753,076	1,681,688
Capital projects	2,769,086	2,193,169	942,285	840,156	721,171
Investment in Section 115 trust	-	-	-	-	-
Unrestricted (deficit)	40,409,653	(34,896,708)	(26,157,042)	(31,330,173)	(33,783,858)
Total governmental activities net position	$ 183,964,796	$ 119,370,966	$ 144,034,902	$ 142,933,223	$ 139,530,461
Business-type Activities:					
Net Investment in					
Capital Assets	$ 4,725,523	$ 4,926,410	$ 4,905,110	$ 4,995,791	$ 5,003,945
Restricted					
Community Development	-	-	-	-	-
Public Safety	-	-	-	1,422,433	1,514,475
Transportation	-	-	-	-	-
Culture and Leisure	-	-	-	-	-
Housing	-	-	-	-	-
Debt Service	2,121,988	1,876,125	2,031,385	763,085	818,678
Unrestricted	4,502	98,698	99,478	(13,016)	22,571
Total business-type activities net position	$ 6,852,013	$ 6,901,233	$ 7,035,973	$ 7,168,293	$ 7,359,669
Primary Government:					
Net Investment in					
Capital Assets	113,606,715	125,304,357	139,349,355	145,124,659	146,752,019
Restricted	36,795,939	35,765,852	37,779,084	36,320,046	33,899,398
Unrestricted	40,414,155	(34,798,010)	(26,057,564)	(31,343,189)	(33,761,287)
Total primary government net position	$ 190,816,809	$ 126,272,199	$ 151,070,875	$ 150,101,516	$ 146,890,130

Source: City of National City Annual Comprehensive Financial Reports or financial statements

City of National City
Net Position by Component (Continued)
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2019	2020	2021	2022	2023
Governmental Activities:					
Net Investment in					
Capital Assets	$ 147,820,375	$ 155,530,504	$ 161,450,929	$ 161,453,603	$ 170,589,264
Restricted for:					
General Services	17,345,785	20,040,951	20,231,609	23,905,988	25,656,844
Community Development	169,573	19,999	20,000	20,000	20,000
Public Safety	1,296,186	221,853	231,802	206,028	208,446
Transportation	1,157,623	13	1,245,013	13	13
Housing	74,709,334	75,199,504	75,139,133	63,427,755	66,552,724
Debt Service	1,667,147	1,630,317	1,025,150	962,877	958,924
Capital projects	1,743,976	2,039,987	2,336,049	2,775,920	3,035,942
Investment in Section 115 trust	1,749,740	1,749,740	10,813,351	9,526,733	9,936,427
Unrestricted (deficit)	(41,622,749)	(48,893,956)	(57,801,974)	(41,476,853)	(40,208,465)
Total governmental activities net position	$ 206,036,990	$ 207,538,912	$ 214,691,062	$ 220,802,064	$ 236,750,119
Business-type Activities:					
Net Investment in					
Capital Assets	$ -	$ -	$ -	$ -	$ -
Restricted					
Community Development	-	-	-	-	-
Public Safety	-	-	-	-	-
Transportation	-	-	-	-	-
Culture and Leisure	-	-	-	-	-
Housing	-	-	-	-	-
Debt Service	-	-	-	-	-
Unrestricted	-	-	-	-	-
Total business-type activities net position	$ -	$ -	$ -	$ -	$ -
Primary Government:					
Net Investment in					
Capital Assets	147,820,375	155,530,504	162,111,040	161,453,603	170,589,264
Restricted	99,839,364	100,902,364	111,040,107	100,825,314	106,369,320
Unrestricted	(41,622,749)	(48,893,956)	(57,801,974)	(41,476,853)	(40,208,465)
Total primary government net position	$ 206,036,990	$ 207,538,912	$ 215,349,173	$ 220,802,064	$ 236,750,119

Source: City of National City Annual Comprehensive Financial Reports or financial statements

City of National City
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2014	2015	2016	2017	2018
Expenses:					
Governmental Activities:					
General government	$ 5,240,947	$ 6,299,372	$ 6,237,858	$ 7,379,307	$ 15,307,497
Public safety	29,045,583	31,522,488	31,293,361	34,007,632	39,597,743
Transportation	6,315,524	6,737,292	8,605,631	8,925,351	8,076,078
Community development	11,669,866	11,603,528	11,812,563	13,560,523	12,884,161
Health	7,026,857	7,416,697	7,499,719	8,102,830	7,467,338
Culture and leisure	6,712,036	6,349,578	7,188,896	8,129,529	8,521,220
Interest and fiscal charges	439,367	407,194	308,808	243,832	414,353
Depreciation expense (unallocated)	-	-	-	-	-
Total governmental activities expenses	$ 66,450,180	$ 70,336,149	$ 72,946,836	$ 80,349,004	$ 92,268,390
Business-type Activities:					
Transportation Development Act[1]	$ -	$ -	$ -	$ -	$ -
Community development commission	-	-	-	-	-
Kimball Towers	1,356,385	1,251,377	1,160,095	1,166,521	1,187,232
Morgan Towers	1,130,218	1,078,546	1,113,885	1,141,607	1,102,742
Total business-type activities expenses	$ 2,486,603	$ 2,329,923	$ 2,273,980	$ 2,308,128	$ 2,289,974
Total primary government expenses	$ 68,936,783	$ 72,666,072	$ 75,220,816	$ 82,657,132	$ 94,558,364
Program Revenue:					
Government Activities:					
Charges for services:					
General government	$ 2,371,861	$ 3,101,468	$ 5,081,812	$ 2,697,690	$ 2,543,350
Public safety	3,150,630	3,807,824	2,681,493	2,704,952	3,393,625
Transportation	2,195,535	1,863,599	1,344,988	1,218,156	1,640,930
Community development	2,994,274	3,260,501	1,908,755	2,105,289	3,320,354
Health	7,534,320	9,522,136	8,363,190	8,819,322	8,624,774
Culture and leisure	199,493	353,740	306,675	631,597	676,015
Operating grants and contributions	15,818,335	12,508,517	13,295,661	15,280,776	14,306,662
Capital grants and contributions	6,284,789	11,399,349	7,299,398	3,878,546	6,414,610
Total governmental activities program revenue	$ 40,549,237	$ 45,817,134	$ 40,281,972	$ 37,336,328	$ 40,920,320
Business-type Activities:					
Charges for services:					
Transportation Development Act	$ -	$ -	$ -	$ -	$ -
Community development commission	-	-	-	-	-
Kimball Towers	1,096,559	1,101,514	1,124,578	1,130,543	1,127,607
Morgan Towers	1,244,129	1,260,181	1,266,441	1,289,180	1,329,610
Operating grants and contributions	-	-	-	-	-
Capital grants and contributions	-	-	-	-	-
Total business-type activities program revenue	$ 2,340,688	$ 2,361,695	$ 2,391,019	$ 2,419,723	$ 2,457,217
Total primary government program revenue	$ 42,889,925	$ 48,178,829	$ 42,672,991	$ 39,756,051	$ 43,377,537
Net Revenues (Expenses):					
Governmental activities	(25,900,943)	(24,519,015)	(32,664,864)	(43,012,676)	(51,348,070)
Business-type activities	(145,915)	31,772	117,039	111,595	167,243
Total Net Revenues (Expenses)	$ (26,046,858)	$ (24,487,243)	$ (32,547,825)	$ (42,901,081)	$ (51,180,827)

Source: City of National City Annual Commprehensive Financial Report, see financial statements

City of National City
Changes in Net Position (Continued)
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2019	2020	2021	2022	2023
Expenses:					
Governmental Activities:					
General government	$ 14,474,787	$ 13,745,988	$ 10,868,545	$ 20,793,460	$ 12,467,497
Public safety	41,216,052	45,669,420	46,808,349	38,710,643	50,093,848
Transportation	8,479,861	8,262,579	8,503,284	8,358,045	9,619,556
Community development	13,521,091	15,463,076	16,056,965	16,113,804	17,168,341
Health	8,160,870	8,229,336	8,167,924	7,726,217	9,301,026
Culture and leisure	7,686,697	7,617,459	8,795,715	8,428,049	9,651,503
Interest and fiscal charges	380,597	398,181	528,873	2,298,786	3,367,717
Depreciation expense (unallocated)	-	-	-	-	-
Total governmental activities expenses	$ 93,919,955	$ 99,386,039	$ 99,729,655	$ 102,429,004	$ 111,669,488
Business-type Activities:					
Transportation Development Act[1]	$ -	$ -	$ -	$ -	$ -
Community development commission	-	-	-	-	-
Kimball Towers	945,180	-	-	-	-
Morgan Towers	787,266	-	-	-	-
Total business-type activities expenses	$ 1,732,446	$ -	$ -	$ -	$ -
Total primary government expenses	$ 95,652,401	$ 99,386,039	$ 99,729,655	$ 102,429,004	$ 111,669,488
Program Revenue:					
Government Activities:					
Charges for services:					
General government	$ 1,811,719	$ 1,633,484	$ 2,035,702	$ 6,476,152	$ 14,084,900
Public safety	2,911,464	4,588,977	3,833,783	3,455,987	3,577,172
Transportation	2,556,059	2,559,252	2,559,581	2,796,202	2,983,306
Community development	4,461,949	5,390,111	3,885,598	3,235,575	3,216,282
Health	8,551,905	11,046,138	10,557,839	11,814,786	13,905,625
Culture and leisure	477,370	613,722	484,207	577,948	320,066
Operating grants and contributions	14,908,491	16,658,135	17,685,441	18,456,671	18,456,518
Capital grants and contributions	4,201,520	4,465,126	6,109,734	3,514,394	7,090,261
Total governmental activities program revenue	$ 39,880,477	$ 46,954,945	$ 47,151,885	$ 50,327,715	$ 63,634,130
Business-type Activities:					
Charges for services:					
Transportation Development Act	$ -	$ -	$ -	$ -	$ -
Community development commission	-	-	-	-	-
Kimball Towers	1,256,346	-	-	-	-
Morgan Towers	1,017,766	-	-	-	-
Operating grants and contributions	-	-	-	-	-
Capital grants and contributions	-	-	-	-	-
Total business-type activities program revenue	$ 2,274,112	$ -	$ -	$ -	$ -
Total primary government program revenue	$ 42,154,589	$ 46,954,945	$ 47,151,885	$ 50,327,715	$ 63,634,130
Net Revenues (Expenses):					
Governmental activities	(54,039,478)	(52,431,094)	(52,577,770)	(52,101,289)	(48,035,358)
Business-type activities	541,666	-	-	-	-
Total Net Revenues (Expenses)	$ (53,497,812)	$ (52,431,094)	$ (52,577,770)	$ (52,101,289)	$ (48,035,358)

Source: City of National City Annual Commprehensive Financial Report, see financial statements

City of National City
Changes in Net Position (Continued)
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2014	2015	2016	2017	2018
General Revenue and Other Changes in Net Position:					
Governmental Activities:					
Taxes:					
Property taxes	$ 9,908,109	$ 10,301,592	$ 10,293,634	$ 11,948,882	$ 12,721,058
Sales taxes	25,586,661	27,095,666	29,170,512	29,284,869	30,084,675
Franchise taxes	1,718,023	1,902,082	1,922,723	1,856,039	1,910,053
Motor vehicle license	27,056	-	-	-	-
Transient occupancy taxes	1,082,339	1,383,793	1,611,788	1,597,957	1,660,800
Utilities tax	825,388	818,820	867,488	886,455	711,635
Investment earnings	459,019	304,655	553,184	361,077	836,038
Other miscellaneous revenues	-	-	1,864	-	21,049
Gain (loss) on sale of assets	(268,224)	-	-	-	-
Transfer to Successor Agency	-	-	(826,577)	-	-
Special items	-	-	13,734,184	-	-
Total governmental activities	$ 39,338,371	$ 41,806,608	$ 57,328,800	$ 45,935,279	$ 47,945,308
Business-type Activities:					
Investment earnings	$ 2,520	$ 2,579	$ 3,678	$ 5,621	$ 9,390
Other misc	15,353	14,869	14,023	15,464	14,743
Total business-type activities	$ 17,873	$ 17,448	$ 17,701	$ 21,085	$ 24,133
Total primary government	$ 39,356,244	$ 41,824,056	$ 57,346,501	$ 45,956,364	$ 47,969,441
Changes in Net Position:					
Governmental activities	13,437,428	17,287,593	24,663,936	2,922,603	(3,402,762)
Business-type activities	(128,402)	49,220	134,740	132,320	191,376
Total Primary Government	$ 13,309,026	$ 17,336,813	$ 24,798,676	$ 3,054,923	$ (3,211,386)

Source: City of National City Annual Comprehensive Financial Reports or financial statements

City of National City
Changes in Net Position (Continued)
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2019	2020	2021	2022	2023
General Revenue and Other Changes in Net Position:					
Governmental Activities:					
Taxes:					
Property taxes	$ 14,340,418	$ 15,975,053	$ 16,266,505	$ 16,753,096	$ 17,559,333
Sales taxes	33,196,667	31,268,711	36,415,641	40,777,746	38,678,895
Franchise taxes	1,966,728	2,330,697	2,104,436	2,131,159	2,490,691
Motor vehicle license	-	-	-	-	-
Transient occupancy taxes	1,774,843	1,522,714	1,600,549	1,862,718	2,488,614
Utilities tax	708,451	678,663	737,435	793,653	935,316
Investment earnings	2,297,242	2,344,528	2,339,978	(3,007,949)	1,358,614
Other miscellaneous revenues	45,017	65,010	156,976	97,010	194,882
Gain (loss) on sale of assets	-	-	-	-	-
Transfer to Successor Agency	-	-	-	-	-
Special items	-	-	-	-	-
Total governmental activities	$ 54,329,366	$ 54,185,376	$ 59,621,520	$ 59,407,433	$ 63,706,345
Business-type Activities:					
Investment earnings	$ 10,038	$ -	$ -	$ -	$ -
Other misc	11,378	-	-	-	-
Total business-type activities	$ 21,416	$ -	$ -	$ -	$ -
Total primary government	$ 54,350,782	$ 54,185,376	$ 59,621,520	$ 59,407,433	$ 63,706,345
Changes in Net Position:					
Governmental activities	66,506,529	1,501,832	7,043,751	7,383,212	15,670,987
Business-type activities	(7,359,669)	-	-	-	-
Total Primary Government	$ 59,146,860	$ 1,501,832	$ 7,043,751	$ 7,383,212	$ 15,670,987

Source: City of National City Annual Comprehensive Financial Reports or financial statements

City of National City
Fund Balances of Government Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2014	2015	2016	2017	2018
General Fund:					
Nonspendable	$ 4,952,830	$ 4,963,916	$ 10,766,098	$ 9,963,816	$ 9,966,729
Restricted	611,780	590,998	754,913	616,253	555,168
Committed	9,085,066	9,085,066	11,585,066	11,585,066	11,085,066
Assigned	15,042,191	16,065,736	14,792,381	14,325,683	15,772,642
Unassigned	7,797,176	10,266,365	12,166,732	11,903,272	12,731,293
Total General Fund	$ 37,489,043	$ 40,972,081	$ 50,065,190	$ 48,394,090	$ 50,110,898
All Other Governmental Funds:					
Nonspendable	7,926,759	7,927,027	-	1,636,570	129,469
Restricted	31,713,774	31,005,844	36,333,305	32,015,860	30,928,607
Committed	-	-	-	-	-
Assigned	733,384	706,558	-	-	-
Unassigned (deficit)	(8,165,223)	(5,368,938)	(821,959)	(985,588)	(1,910,674)
Total all other governmental funds	$ 32,208,694	$ 34,270,491	$ 35,511,346	$ 32,666,842	$ 29,147,402

Source: City of National City Annual Comprehensive Financial Reports or financial statements

City of National City
Fund Balances of Government Funds (Continued)
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2019	2020	2021	2022	2023
General Fund:					
Nonspendable	$ 5,010,267	$ 3,926,499	$ 3,964,435	$ 3,966,629	$ 4,094,518
Restricted	2,304,908	2,304,908	10,833,351	9,546,733	9,956,427
Committed	15,150,517	15,150,517	14,945,000	15,680,000	15,680,000
Assigned	12,865,120	12,865,120	7,193,969	8,400,718	9,604,056
Unassigned	13,673,543	14,433,312	13,956,296	19,392,455	23,040,220
Total General Fund	$ 49,004,355	$ 48,680,356	$ 50,893,051	$ 56,986,535	$ 62,375,221
All Other Governmental Funds:					
Nonspendable	25,805	-	1,270,805	1,270,805	25,805
Restricted	97,534,456	98,597,366	98,961,756	91,278,581	97,320,165
Committed	-			-	-
Assigned	-			-	-
Unassigned (deficit)	(21,761)	(45,744)	(747,514)	(210,125)	(875,705)
Total all other governmental funds	$ 97,538,500	$ 98,551,622	$ 99,485,047	$ 92,339,261	$ 96,470,265

Source: City of National City Annual Comprehensive Financial Reports or financial statements

City of National City
Changes in Fund Balances of Government Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2014	2015	2016	2017	2018
Revenues:					
Taxes	$ 41,386,311	$ 43,573,589	$ 45,474,959	$ 47,058,901	$ 48,968,671
Licenses and permits	1,099,929	1,567,617	1,122,139	1,280,675	1,879,379
Fines and forfeitures	1,111,961	885,722	646,370	642,972	663,205
Interest and rents	-	-	-	-	
Use of money and property	1,122,149	1,073,543	1,417,606	1,035,112	1,393,733
Intergovernmental	23,571,850	26,791,254	21,381,584	20,051,795	22,671,850
Charges for services	9,531,741	10,024,879	10,734,789	11,721,905	11,010,813
Other revenues	1,651,370	4,387,660	3,925,718	2,552,556	2,675,725
Total revenues	$ 79,475,311	$ 88,304,264	$ 84,703,165	$ 84,343,916	$ 89,263,376
Expenditures:					
Current:					
General government	$ 5,062,227	$ 5,403,805	$ 6,986,812	$ 5,673,456	$ 8,755,798
Public safety	27,687,841	29,100,717	31,785,904	34,754,008	37,535,638
Transportation	3,673,470	3,941,747	4,546,976	4,687,611	4,731,634
Community development	11,235,322	11,173,792	11,752,502	12,909,844	16,801,816
Health	6,994,103	7,179,865	7,587,801	8,227,149	7,544,106
Culture and leisure	6,057,037	5,306,518	6,239,067	7,351,974	4,186,345
Capital outlay	20,361,948	17,176,753	16,737,745	12,938,379	14,560,697
Debt service:					
Principal	1,376,871	1,142,186	1,150,824	1,310,893	1,552,162
Interest and fiscal charges	477,061	427,209	364,723	243,329	387,857
Cost of issuance	-	-	-	-	-
Total expenditures	$ 82,925,880	$ 80,852,592	$ 87,152,354	$ 88,096,643	$ 96,056,053
Excess (deficiency) of revenues over (under) expenditures	(3,450,569)	7,451,672	(2,449,189)	(3,752,727)	(6,792,677)
Other Financing Sources (uses)					
Issuance of long-term debt	$ -	$ 554,604	$ -	$ -	$ 5,523,602
Proceeds from sale of property	7,052,194	-	-	58,474	-
Proceeds from debt issuance	-	-	-	-	-
Gain on sale of land held for resale	-	-	-	65,966	-
Discount on debt issuance	-	-	-	-	-
Cost of debt issuance	-	-	-	-	-
Pass-through payments to other agencies	-	-	-	(705,115)	-
Transfers in	5,131,249	1,765,336	4,903,988	2,932,166	6,913,968
Transfers out	(4,671,639)	(4,277,182)	(3,078,442)	(3,114,366)	(7,447,525)
Transfers to Successor Agency	-	-	(826,577)	-	-
Total other financing sources (uses)	$ 7,511,804	$ (1,957,242)	$ 998,969	$ (762,875)	$ 4,990,045
Extraordinary/Special Items	-	-	11,784,182	-	-
Net change in fund balances	$ 4,061,235	$ 5,494,430	$ 10,333,962	$ (4,515,602)	$ (1,802,632)
Debt services as a percentage of noncapital expenditures	2.96%	2.46%	2.15%	2.07%	2.38%

Source: City of National City Annual Comprehensive Financial Reports or financial statements

City of National City
Changes in Fund Balances of Government Funds (Continued)
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2019	2020	2021	2022	2023
Revenues:					
Taxes	$ 53,534,414	$ 53,675,932	$ 59,011,168	$ 63,926,579	$ 65,411,402
Licenses and permits	1,527,378	2,730,712	1,118,924	1,565,077	1,544,101
Fines and forfeitures	3,006,250	3,008,937	520,640	1,199,213	875,020
Interest and rents					
Use of money and property	3,125,731	3,623,029	3,628,887	129,417	3,846,605
Intergovernmental	20,790,012	22,985,841	26,719,202	27,831,520	30,500,077
Charges for services	10,630,010	12,927,695	13,650,614	14,870,478	22,772,165
Other revenues	1,045,184	2,241,100	1,417,104	1,002,913	2,374,206
Total revenues	$ 93,658,979	$ 101,193,246	$ 106,066,539	$ 110,525,197	$ 127,323,576
Expenditures:					
Current:					
General government	$ 10,353,580	$ 10,719,672	$ 11,352,261	$ 38,261,566	$ 11,613,971
Public safety	37,352,792	39,308,683	42,319,159	98,713,134	44,864,093
Transportation	5,068,343	4,746,320	5,050,345	4,933,856	6,092,746
Community development	13,557,554	14,192,654	16,081,378	16,107,479	17,158,360
Health	8,158,082	8,168,245	8,227,352	7,874,798	9,302,728
Culture and leisure	7,066,530	7,029,297	8,216,927	7,880,999	8,997,200
Capital outlay	9,059,110	13,561,929	9,245,317	18,407,406	11,868,336
Debt service:					
Principal	1,060,732	1,077,616	1,066,163	1,128,518	3,769,474
Interest and fiscal charges	385,960	419,868	534,570	539,829	3,735,753
Cost of issuance	-	-	-	-	-
Total expenditures	$ 92,062,683	$ 99,224,284	$ 102,093,472	$ 193,847,585	$ 117,402,661
Excess (deficiency) of revenues over (under) expenditures	1,596,296	1,968,962	3,973,067	(83,322,388)	9,920,915
Other Financing Sources (uses)					
Issuance of long-term debt	$ -	$ -	$ -	$ -	$ -
Proceeds from sale of property	-	(589,700)	3,890	-	-
Proceeds from debt issuance	-	-	-	83,895,000	-
Gain on sale of land held for resale	-	-	-	-	-
Discount on debt issuance	-	-	-	(142,838)	-
Cost of debt issuance	-	-	-	(492,162)	-
Pass-through payments to other agencies	-	(631,285)	-	(2,017)	-
Transfers in	73,514,649	2,045,690	2,623,099	2,529,757	5,117,844
Transfers out	(7,826,390)	(2,050,691)	(3,336,851)	(3,440,586)	(5,596,137)
Transfers to Successor Agency	-	-	-	-	-
Total other financing sources (uses)	$ 65,688,259	$ (1,225,986)	$ (709,862)	$ 82,347,154	$ (478,293)
Extraordinary/Special Items					
Net change in fund balances	$ 67,284,555	$ 742,976	$ 3,263,205	$ (975,234)	$ 9,442,622
Debt services as a percentage of noncapital expenditures	1.74%	1.75%	1.72%	0.95%	7.11%

Source: City of National City Annual Comprehensive Financial Reports or financial statements

City of National City
Assessed Value and Actual Value of Taxable Property
Last Ten Fiscal Years

Category	Fiscal Year 2014	2015	2016	2017	2018
Secured:					
Residential Property	$ 1,547,773,659	$ 1,665,406,317	$ 1,717,835,128	$ 1,805,981,573	$ 2,005,909,205
Commercial Property	971,070,608	992,982,224	1,026,863,991	1,082,223,930	1,141,618,921
Industrial Property	372,617,155	360,527,549	345,186,211	351,325,363	366,288,263
Institutional Property	46,107,183	46,316,498	47,648,063	48,280,512	50,276,110
Recreational Property	25,828,782	25,827,429	24,799,504	28,998,288	30,262,982
Vacant Land	61,320,039	60,685,749	66,017,188	66,452,827	69,545,186
Total Secured	3,024,717,426	3,151,745,766	3,228,350,085	3,383,262,493	3,663,900,667
Unsecured	224,847,953	197,869,900	208,192,396	200,687,180	209,840,073
Cross Reference	-	-	-	-	-
SBE Nonunitary	5,224,473	5,224,473	4,088,740	4,088,640	4,088,640
Total Taxable Assessed Value	$ 3,254,789,852	$ 3,354,840,139	$ 3,440,631,221	$ 3,588,038,313	$ 3,877,829,380
Total Direct Tax Rate	0.24559	0.20747	0.20813	0.19685	0.19587

Note: Exempt values not included in totals.

Source: HdL, San Diego County Assessor 1999/00- 2013/14 Combined Tax Rolls

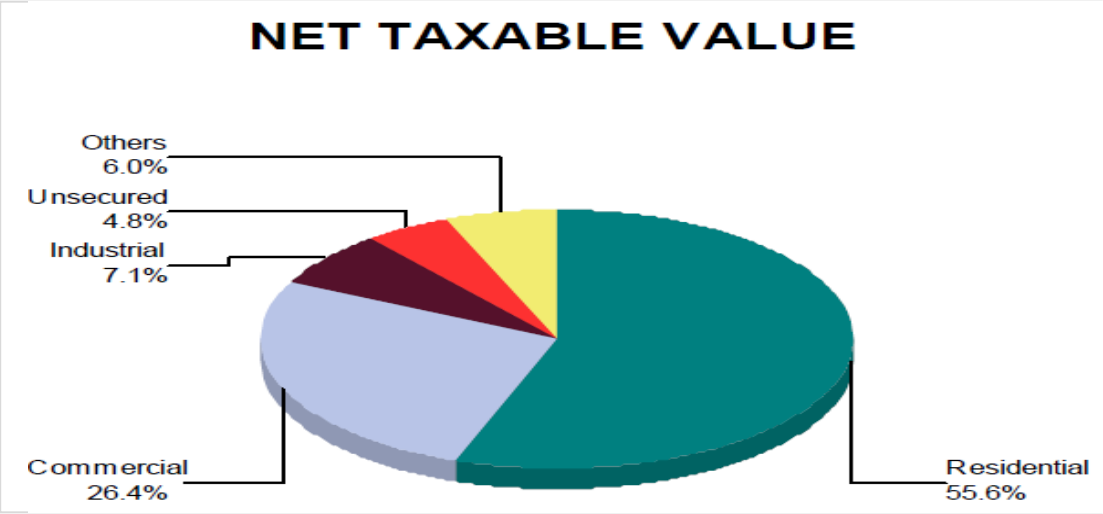
City of National City
Assessed Value and Actual Value of Taxable Property (Continued)
Last Ten Fiscal Years

Category	Fiscal Year 2019	2020	2021	2022	2023
Secured:					
Residential Property	$ 2,124,432,627	$ 2,247,520,548	$ 2,430,438,477	$ 2,580,200,605	$ 2,771,754,153
Commercial Property	1,177,390,190	1,235,674,912	1,285,966,353	1,274,713,181	1,317,168,871
Industrial Property	370,233,052	293,358,933	301,374,562	320,252,647	352,597,712
Institutional Property	50,172,874	51,166,295	52,189,614	53,238,122	55,083,915
Recreational Property	30,008,253	6,115,328	6,133,095	7,224,152	7,696,478
Vacant Land	72,360,079	74,595,548	90,641,736	91,897,780	98,768,253
Total Secured	3,824,597,075	3,908,431,564	4,166,743,837	4,327,526,487	4,603,069,382
Unsecured	228,175,189	233,956,577	244,900,101	203,990,721	238,648,256
Cross Reference	-	132,191,188	191,677,047	167,408,698	136,003,676
SBE Nonunitary	4,429,496	4,429,496	4,429,496	4,429,496	3,238,280
Total Taxable Assessed Value	$ 4,057,201,760	$ 4,279,008,825	$ 4,607,750,481	$ 4,703,355,402	$ 4,980,959,594
Total Direct Tax Rate	0.19462	0.19792	0.19269	0.19630	0.19222

Note: Exempt values not included in totals.

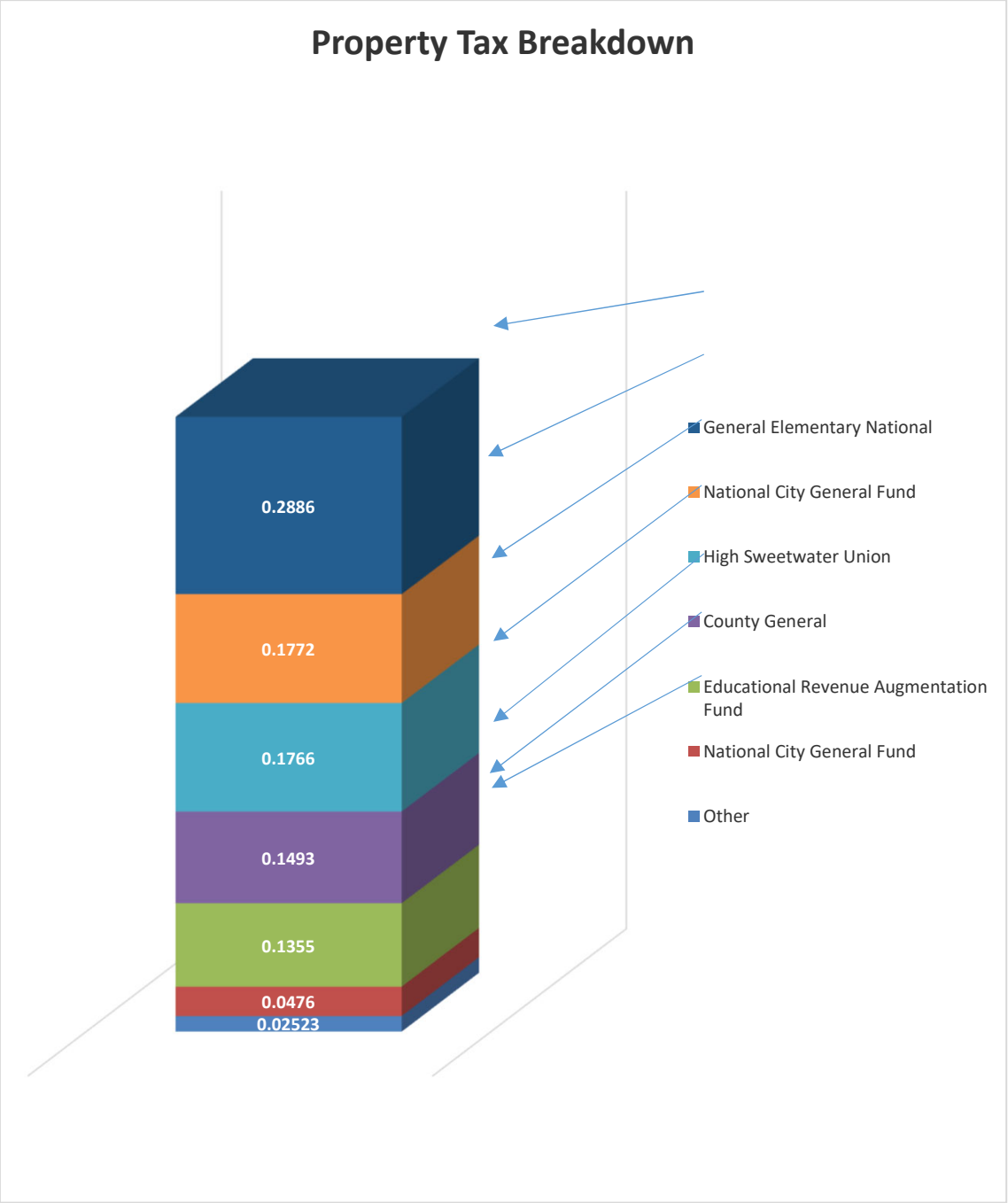
Source: HdL, San Diego County Assessor 1999/00- 2013/14 Combined Tax Rolls

City of National City
2022/23 Use Category Summary
(Percentages)



Source: San Diego County Assessor 2022/23 Combined Tax Rolls

City of National City
Property Tax Dollar Breakdown
(Percentages)



Source: HdL, San Diego County Assessor 2022/23 Annual Tax Increment Tables

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City of National City
2022/23 Roll Summary
Taxable Property Values

	Secured	Nonunitary Utilities	Unsecured
Parcels	9,725	4	1,471
TRAs	40	2	20
Values			
Land	$ 2,232,567,725	$ 3,238,280	$ -
Improvements	2,879,350,481	-	89,118,046
Personal Property	2,738,715	-	157,473,162
Fixtures	-	-	-
Aircraft	-	-	-
Total Value	$ 5,114,656,921	$ 3,238,280	$ 246,591,208
Exemptions			
Real Estate	$ 375,584,403	$ -	$ 1,088,838
Personal Property	-	-	6,854,114
Fixture	-	-	-
Aircraft	-	-	-
Homeowners	27,483,917	-	168,000
Total Exemptions	$ 375,584,403	$ -	$ 7,942,952
Total Net Value	$ 4,739,072,518	$ 3,238,280	$ 238,648,256

Combined Values	**Total**
Total Values	**$ 5,364,486,409**
Total Exemptions	**$ 383,527,355**
Net Total Values	**$ 4,980,959,054**
Net Aircraft Values	**$ -**

Notes: Homeowner Exemptions are not included in Total Exemptions.

Totals do not Include Aircraft Values or Exemptions.

Source: HdL, San Diego County Assessor 2022/23 Combined Tax Rolls

City of National City
Taxable Sales by Category
Last Ten Calendar Years
(in thousands of dollars)

	Calendar Year				
	2013	2014	2015	2016	2017
Apparel Stores	$ 133,242	$ 134,000	$ 137,438	$ 143,686	$ 146,387
General Merchandise	164,508	170,460	176,092	176,709	174,132
Food Stores	21,288	21,765	20,902	20,898	20,535
Eating and Drinking Places	139,756	149,337	164,434	176,118	182,938
Building Materials	31,812	38,945	57,163	68,846	92,298
Auto Dealers and Supplies	547,221	578,386	626,557	637,721	614,432
Service Stations	77,680	83,541	75,550	68,862	73,382
Other Retail Stores	152,666	160,718	168,234	171,814	172,705
All Other Outlets	289,955	95,148	104,666	107,171	113,387
Total	$ 1,558,128	$ 1,432,300	$ 1,531,036	$ 1,571,825	$ 1,590,196

Notes: Due to confidentiality requirements, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

2022 is the most current data set available for disclosure as of FY 2023

Source: State of California Board of Equalization and The HdL Companies

City of National City
Taxable Sales by Category (Continued)
Last Ten Calendar Years
(in thousands of dollars)

	2018	2019	2020	2021	2022
Apparel Stores	$ 150,713	$ 149,154	$ 92,392	$ 162,570	$ 159,423
General Merchandise	178,618	182,483	149,742	188,799	203,173
Food Stores	20,645	20,790	24,039	25,362	27,054
Eating and Drinking Places	201,294	218,605	185,031	237,049	259,799
Building Materials	102,775	80,121	93,025	123,588	124,013
Auto Dealers and Supplies	605,750	630,327	609,087	738,145	731,760
Service Stations	90,116	100,164	71,225	98,728	133,316
Other Retail Stores	168,929	167,150	146,043	185,196	177,684
All Other Outlets	105,250	128,427	100,646	572,471	593,645
Total	$ 1,624,090	$ 1,677,221	$ 1,471,230	$ 2,331,908	$ 2,409,867

Notes: Due to confidentiality requirements, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

2022 is the most current data set available for disclosure as of FY 2023

Source: State of California Board of Equalization and The HdL Companies

City of National City
Property Tax Levies and Collections
Last Ten Fiscal Years

	Fiscal Year				
	2014	2015	2016	2017	2018
Current Year Tax Levy	$ 3,099,715	$ 3,240,544	$ 3,205,191	$ 3,335,753	$ 3,619,238
Current Tax Collections	3,087,464	3,227,793	3,195,983	3,333,476	3,601,115
Percent of Levy Collected	99.60%	99.61%	99.71%	99.93%	99.50%
Delinquent Tax Receivable	19,203	19,758	17,764	16,226	10,737
Delinquent Tax Collections	1,542	1,312	1,564	1,465	2,008
Total Tax Collections	$ 3,089,006	$ 3,229,105	$ 3,197,547	$ 3,334,941	$ 3,603,123
Percent of Total Tax Collections To Tax Levy	99.65%	99.65%	99.76%	99.98%	99.55%
Outstanding Delinquent Taxes	$ 29,912	$ 31,197	$ 25,408	$ 17,038	$ 26,852
Percent of Delinquent Taxes To Tax Levy	0.96%	0.96%	0.79%	0.51%	0.74%

Source: San Diego County Property Tax Services

City of National City
Property Tax Levies and Collections (Continued)
Last Ten Fiscal Years

	Fiscal Year				
	2019	2020	2021	2022	2023
Current Year Tax Levy	$ 3,687,359	$ 3,896,676	$ 4,096,739	$ 4,233,369	$ 4,200,548
Current Tax Collections	3,667,444	3,890,504	4,082,104	4,221,118	4,191,427
Percent of Levy Collected	99.46%	99.84%	99.64%	99.71%	99.78%
Delinquent Tax Receivable	16,840	16,741	16,816	16,976	18,734
Delinquent Tax Collections	1,948	1,868	2,650	2,256	2,205
Total Tax Collections	$ 3,669,393	$ 3,892,372	$ 4,084,754	$ 4,223,374	$ 4,193,632
Percent of Total Tax Collections To Tax Levy	99.51%	99.89%	99.71%	99.76%	99.84%
Outstanding Delinquent Taxes	$ 34,807	$ 21,044	$ 28,801	$ 26,971	$ 25,650
Percent of Delinquent Taxes To Tax Levy	0.94%	0.54%	0.70%	0.64%	0.61%

Source: San Diego County Property Tax Services

City of National City
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years
(Rate Per $100 of Taxable Value)

Agency	Fiscal Year 2014	2015	2016	2017	2018
Basic Levy[1]	1.00000	1.00000	1.00000	1.00000	1.00000
Chula Vista Elementary	0.04631	0.04753	0.04301	0.04323	0.03594
Gen Bond National City-Prop N 11/04/14 Ser 2014A	0.00000	0.00000	0.03055	0.02867	0.02629
Metropolitan Water District	0.00000	0.00000	0.00000	0.00000	0.00000
National City Gen. Obligation Bonds 2002 Series A	0.01190	0.00960	0.00920	0.00880	0.00790
San Diego Community College Bond	0.04760	0.04381	0.03939	0.03912	0.03447
Southwestern Community College	0.03675	0.03582	0.03961	0.03856	0.04981
Sweetwater High Bond	0.05823	0.05407	0.05169	0.05162	0.05156
Total Direct & Overlapping[2] Tax Rates	**1.20429**	**1.19433**	**1.21695**	**1.21350**	**1.20947**
City's Share of 1% Levy Per Prop 13[3]	0.17720	0.17720	0.17720	0.17720	0.17720
General Obligation Debt Rate	0.01190	0.00960	0.00920	0.00880	0.00880
Voter Approved City Debt Rate	0.01190	0.00960	0.00920	0.00880	0.00790
Redevelopment Authority Rate[4]	0.00000	0.00000	0.00000	0.00000	0.00000
Total Direct Rate[5]	0.24559	0.20747	0.20813	0.19685	0.19685

[1] In 1978, California voters passed Proposition 13 which set the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

[2] Overlapping rates are those of local and county governments that apply to property owners within the City. Not all overlapping rates apply to all city property owners.

[3] City's Share of 1% Levy is based on the City's share of the general fund tax rate area with the largest net taxable value within the City. The ERAF portion of the City's Levy has been subtracted where knowns.

[4] Redevelopment Rate is based on the largest RDA tax rate area and only includes rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values. The Approval of ABX1 26 eliminated Redevelopment from the State of California for the fiscal year 2012/13 and years thereafter.

[5] Total Direct Rate is the weighted average of all individual direct rates applied by the City/agency preparing the statistical section information and excludes revenues derived from aircraft. Beginning in 2013/14 the Total Direct Rate no longer includes revenue generated from the former redevelopment tax rate areas. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For the purpose of this report, residual revenue is assumed to be distributed to the City/Agency in the same proportions as general fund revenue.

Source: HdL, San Diego County Assessor 2004/05-2013/14 Tax Rate Tables

City of National City
Direct and Overlapping Property Tax Rates (Continued)
Last Ten Fiscal Years
(Rate Per $100 of Taxable Value)

Agency	Fiscal Year 2019	2020	2021	2022	2023
Basic Levy[1]	1.00000	1.00000	1.00000	1.00000	1.00000
Chula Vista Elementary	0.03917	0.03743	0.06455	0.06279	0.05049
Gen Bond National City-Prop N 11/04/14 Ser 2014A	0.01449	0.00000	0.00000	0.05092	0.05834
Metropolitan Water District	0.01022	0.00000	0.00000	0.00350	0.00350
National City Gen. Obligation Bonds 2002 Series A	0.00730	0.03129	0.03064	0.00000	0.05834
San Diego Community College Bond	0.03941	0.03801	0.03700	0.03699	0.03526
Southwestern Community College	0.04671	0.04482	0.02792	0.04854	0.04215
Sweetwater High Bond	0.05283	0.05159	0.04880	0.04611	0.06911
Total Direct & Overlapping[2] Tax Rates	**1.21363**	**1.20664**	**1.21241**	**1.24885**	**1.25885**
City's Share of 1% Levy Per Prop 13[3]	0.17720	0.17720	0.17720	0.17720	0.17720
General Obligation Debt Rate	0.00730	0.00880	0.00000	0.00000	0.00000
Voter Approved Debt Rate	0.00730	0.00670	0.00590	0.00590	0.00572
Redevelopment Authority Rate[4]	0.00000	0.00000	0.00000	0.00000	0.00000
Total Direct Rate[5]	0.19462	0.19792	0.19269	0.19630	0.19222

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Source: HdL, San Diego County Assessor 2004/05-2013/14 Tax Rate Tables

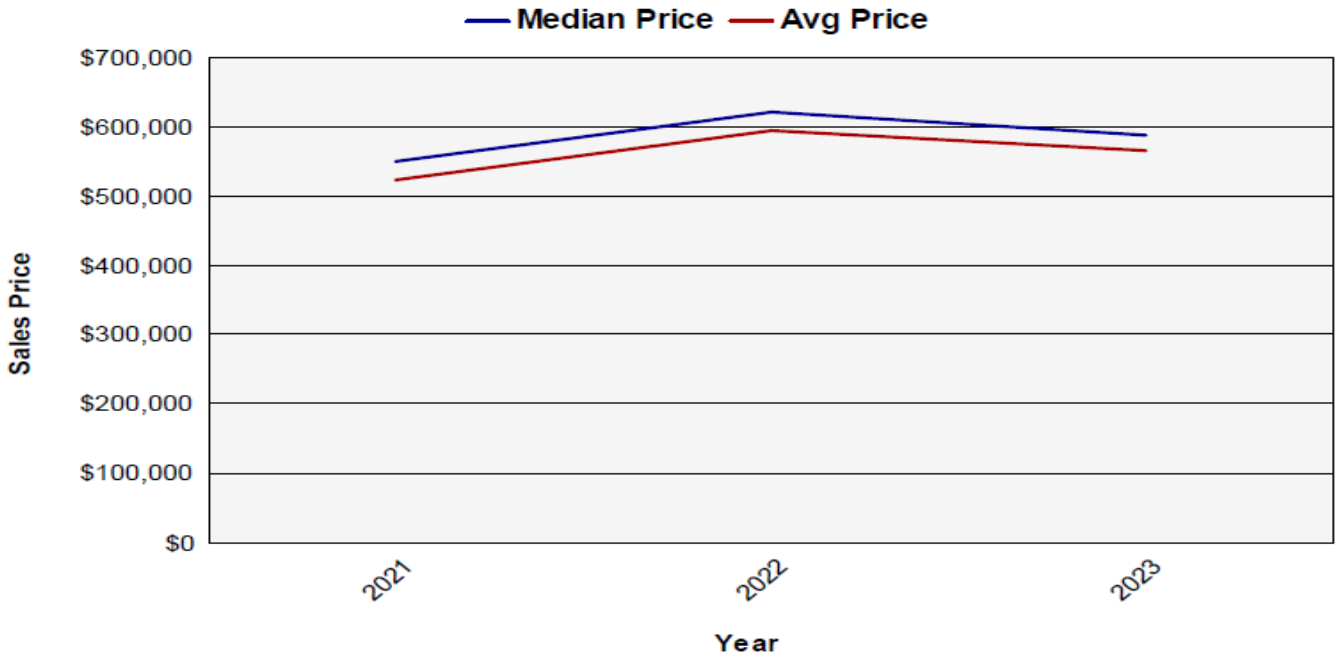
City of National City
Principal Property Tax Payers
Current Year and Nine Years Ago

	2022/23			2013/14		
Taxpayer (Parcels)	Taxable Assessed Value (Secured and Unsecured)	Rank	Percentage of Net Assessed Value	Taxable Assessed Value (Secured and Unsecured)	Rank	Percentage of Net Assessed Value
PLAZA BONITA LLC	$ 275,066,424	1	5.52%	-	-	-
PASHA AUTOMOTIVE SERVICES	82,051,294	2	1.65%	-	-	-
P V H R LLC	66,050,779	3	1.33%	-	-	-
H G FENTON PROPERTY COMPANY	57,134,099	4	1.15%	-	-	-
NATIONAL CITY INVESTMENT LP	46,753,363	5	0.94%	-	-	-
COSTCO WHOLESALE CORPORATION	45,694,010	6	0.92%	-	-	-
C A HAFFLEY INDUSTRIAL PARK (DE) LLC	43,500,000	7	0.87%	-	-	-
M G P X I U S PROPERTIES LLC	39,261,850	8	0.79%	-	-	-
MPT OF PARADISE VALLEY LP	35,685,746	9	0.72%	-	-	-
619 D AVENUE PARADISE LLC	31,955,375	10	0.64%	-	-	-
CENTERMARK PROPERTIES INC	-	-	-	$ 274,137,710	1	8.42%
PASHA AUTOMOTIVE SERVICES	-	-	-	1,032,168,894	2	3.17%
COSTCO WHOLESALE CORPORATION	-	-	-	60,158,236	3	1.85%
P V H R LLC	-	-	-	54,274,656	4	1.67%
ROIC CALIFORNIA LLC	-	-	-	37,768,000	5	1.16%
MPT OF PARADISE VALLEY LP	-	-	-	30,753,071	6	0.94%
DIXIELINE LUMBER COMPANY	-	-	-	30,715,583	7	0.94%
FENTON N C PLLC	-	-	-	30,370,500	8	0.93%
SWEETWATER ASSOCIATES LP	-	-	-	23,937,455	9	0.74%
WALMART REAL ESTATE BUSINESS TRUST	-	-	-	23,780,746	10	0.73%
WILLIAMS G W COMPANY						
Top Ten Total	$ 723,152,940		14.52%	$ 669,112,851		20.56%
City Total	$ 4,980,959,054			$ 3,254,789,852		

Source: HdL, San Diego County Assessor 2013/14- 2022/2023 Combined Tax Rolls and the SBE Non Unitary Tax Rolls

City of National City
Sales Value History
Single Family Residential Full Value Sales (1/1/2021-6/30/2023)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2021	258	$ 524,948	$ 550,000	18.03%
2022	222	$ 596,068	$ 621,250	12.95%
2023	80	$ 566,219	$ 588,500	-5.27%



Source: San Diego County Recorder

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City of National City
Top 25 Sales Tax Producers
For 2022-23 & 2013-14

2022-23	
Business Name	**Business Category**
Arco	Service Stations
Ball Mitsubishi	New Motor Vehicle Dealers
Burlington	Family Apparel
Calportland Company	Contractors
Chevron Circle K	Service Stations
Coronado Beach Harley Davidson	Boats/Motorcycles
Frank Hyundai	New Motor Vehicle Dealers
Frank Subaru	New Motor Vehicle Dealers
Frank Toyota	New Motor Vehicle Dealers
Hd Supply White Cap	Building Materials
JC Penny	Department Stores
Macys	Department Stores
Mossy Nissan	New Motor Vehicle Dealers
Nordtrom Rack	Department Stores
Perry Chrysler Dodge Jeep Ram	New Motor Vehicle Dealers
Perry Ford	New Motor Vehicle Dealers
Probuild Company	Building Materials
Ron Baker Chevrolet	New Motor Vehicle Dealers
Ross	Family Apparel
South Bay Volkswagen	New Motor Vehicle Dealers
South County Buick Gmc	New Motor Vehicle Dealers
Target	Discount Dept Stores
Walmart Supercenter	Discount Dept Stores
Wescott Mazda	New Motor Vehicle Dealers
Westair Gases & Equipment	Drugs/Chemicals

Percent of 2022-23 total paid by top 25 accounts = 50.44

* Firms listed alphabetically

2013-14	
Business Name	**Business Category**
Arco	Service Stations
Arco AM PM	Service Stations
Ball Mitsubishi	New Motor Vehicle Dealers
Frank Hyundai	New Motor Vehicle Dealers
Frank Subaru	New Motor Vehicle Dealers
Frank Toyota	New Motor Vehicle Dealers
JC Penney	Department Stores
Macys	Department Stores
Mor Furniture 4 Less	Home Furnishings
Mossy Nissan	New Motor Vehicle Dealers
Nordstrom Rack	Department Stores
One Source Distributors	Electrical Equipment
Perry Chrysler Dodge Jeep Ram	New Motor Vehicle Dealers
Perry Ford	New Motor Vehicle Dealers
Probuild Company	Building Materials
Ron Baker Chevrolet	New Motor Vehicle Dealers
Ross	Family Apparel
Shell	Service Stations
South Bay Volkswagen	New Motor Vehicle Dealers
South County Buick GMC	New Motor Vehicle Dealers
Sweetwater Harley Davidson	Boats/Motorcycles
Target	Discount Dept Stores
Univar Solutions USA	Drugs/Chemicals
Walmart Supercenter	Discount Dept Stores
Wescott Mazda	New Motor Vehicle Dealers

Percent of 2013-14 total paid by top 25 accounts = 52.99%

* Firms listed alphabetically

Source: Hinderliter, de Llamas Associates, State Board of Equalization

City of National City
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

	Fiscal Year				
	2014	2015	2016	2017	2018
Governmental Activities:					
NCJPFA Lease Revenue Refunding Bond	$ 1,870,000	$ 1,425,000	$ 965,000	$ 490,000	$ -
Tax Allocation Bonds	-	-	-	-	-
General Obligation Bonds	4,613,668	4,371,263	4,123,858	3,917,653	3,635,000
Bond Premium	22,468	20,863	19,258	17,653	16,048
2017 Clean Energy Bonds	-	-	-	-	1,800,000
2017 Lease Revenue Bonds	-	-	-	-	3,530,497
2021 Pension Obligation Bonds	-	-	-	-	-
Bond discount	-	-	-	-	-
Notes payable	-	-	-	1,158,837	1,043,788
HUD 108 Bond 2003 A	4,450,000	4,140,000	3,805,000	3,440,000	3,050,000
Total Bonded Debt	$ 10,956,136	$ 9,957,126	$ 8,913,116	$ 9,024,143	$ 13,075,333
Per Capita	$ 5,440	$ 5,437	$ 146	$ 128	$ 6,479
Percent of Taxable Assessed Values	267.41%	243.02%	217.53%	0.19%	271.26%
Other Governmental Activities Debt					
Lease liabilities	1,571,831	1,948,686	1,723,764	1,494,160	1,264,425
Business-Type Activities:					
Notes Payable-Deed of Trust	1,576,533	1,311,137	1,027,967	725,833	403,464
Total Primary Government	$ 14,104,500	$ 13,216,949	$ 11,664,847	$ 11,244,136	$ 14,743,222
Percent of Personal Income	1.43%	1.35%	1.14%	0.96%	1.27%
Per Capita	$ 237	$ 223	$ 192	$ 164	$ 220

Source: City of National City financial statements / notes to the financial statements

City of National City
Ratios of Outstanding Debt by Type (Continued)
Last Ten Fiscal Years

	Fiscal Year				
	2019	2020	2021	2022	2023
Governmental Activities:					
NCJPFA Lease Revenue Refunding Bond	$ -	$ -	$ -	$ -	$ -
Tax Allocation Bonds	-	2,175,000	1,690,000	1,170,000	605,000
General Obligation Bonds	3,360,000	3,080,000	2,790,000	2,490,000	2,175,000
Bond Premium	14,443	12,838	11,233	9,628	8,023
2017 Clean Energy Bonds	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
2017 Lease Revenue Bonds	3,407,479	3,273,024	3,110,214	2,933,781	2,743,061
2021 Pension Obligation Bonds	-	-	-	83,895,000	81,330,000
Bond discount	-	-	-	(142,838)	(135,696)
Notes payable	925,530	803,972	679,023	550,588	418,569
HUD 108 Bond 2003 A	2,630,000	-	-	-	-
Total Bonded Debt	$ 12,137,452	$ 11,144,834	$ 10,080,470	$ 92,706,159	$ 88,943,957
Per Capita	$ 6,012	$ 179	$ 4,990	$ 1,477	$ 1,459
Percent of Taxable Assessed Values	252.79%	0.22%	2.11%	2.00%	1.79%
Other Governmental Activities Debt					
Lease liabilities	1,001,185	768,283	627,547	479,639	326,372
Business-Type Activities:					
Notes Payable-Deed of Trust	-	-	-	-	-
Total Primary Government	$ 13,138,637	$ 11,913,117	$ 10,708,017	$ 93,185,798	$ 89,270,329
Percent of Personal Income	1.06%	0.96%	0.87%	8.02%	7.70%
Per Capita	$ 196	$ 179	$ 162	$ 1,487	$ 1,427

Source: City of National City financial statements / notes to the financial statements

City of National City
Direct and Overlapping Debt
As of June 30, 2023

2022-23 Assessed Valuation: $4,752,648,535

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	Total Debt 6/30/2023	% Applicable[1]	City's Share of 6/30/2023
Metropolitan Water District	$ 19,215,000	0.137%	$ 26,325
San Diego Community College District	1,283,967,601	0.002%	25,679
Southwestern Community College District	758,359,345	6.919%	52,470,883
Chula Vista City School District	109,173,285	1.256%	1,371,216
Chula Vista City School District School Facilities Improvement District No. 1	76,540,000	2.141%	1,638,721
National School District	35,574,000	93.096%	33,117,971
Sweetwater Union High School District	617,301,738	8.204%	50,643,435
Sweetwater Union High School District Community Facilities Districts	2,775,680	23.372%	# 648,732
City Overlapping Tax and Assessment Debt Subtotal			**139,942,962**
City of National City	2,175,000	100%	2,175,000
City Tax and Assessment Debt Subtotal	**2,175,000**		**2,175,000**
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT			**$ 142,117,962**
DIRECT AND OVERLAPPING GENERAL FUND DEBT:			
San Diego County General Fund Obligations	$ 229,680,000	0.759%	$ 1,743,271
San Diego County Pension Obligation Bonds	277,990,000	0.759%	2,109,944
San Diego County Superintendent of Schools Obligations	6,935,000	0.759%	52,637
Southwestern Community College District General Fund Obligations	260,000	6.919%	17,989
Sweetwater Union High School District Certificates of Participation	770,000	8.204%	63,171
Chula Vista City School District Certificates of Participation	179,945,000	1.256%	2,260,109
City of National City General Fund Obligations	**4,543,061**	100.000%	**4,543,061**
City of National City Pensions Obligation Bonds	**81,330,000**	100.000%	**81,330,000**
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT	$ -		$ 92,120,182
Overlapping Tax Increment Debt (Successor Agency)	$ 32,731,000	100%	$ 32,731,000
COMBINED TOTAL DEBT	$ -		$ 266,969,144
Total Direct Debt			**$ 88,048,061**
Total Overlapping Debt			178,921,083
Combined Total Debt[2]			$ 266,969,144

Ratios to 2022-23 Assessed Valuation:	
Direct Debt ($2,175,000)	**0.04%**
Total Direct and Overlapping Tax and Assessment Debt	2.85%
Total Direct Debt ($88,048,061)	**1.77%**
Combined Total Debt	5.36%
Ratios to Redevelopment Successor Agency Incremental Valuation ($2,646,578,581):	
Total Overlapping Tax Increment Debt	1.24%

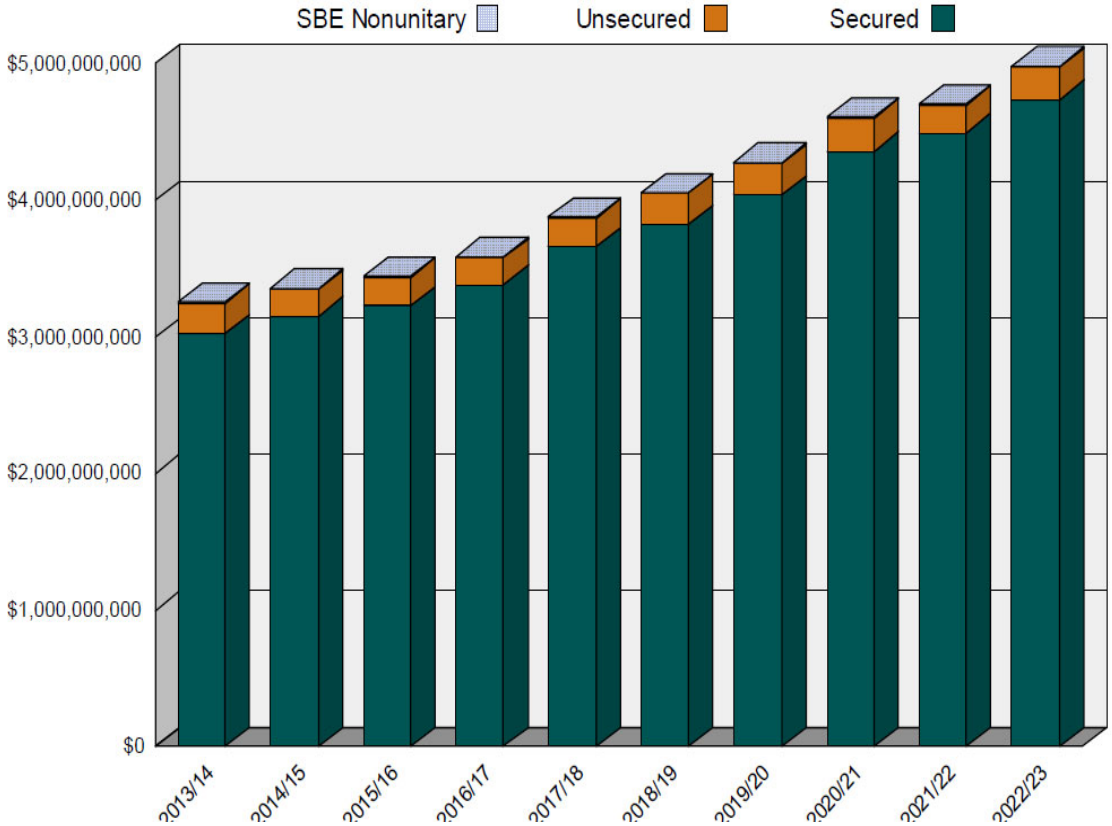
[1] The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is whing the boundaries of the city divided by the district's total taxable assessed value.

[2] Excludes tax and revenue anticipation notes; enterprise revenue, mortgage revenue, and tax allocation bonds; and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

City of National City
Net Taxable Assessed Value History
2013/14 - 2022/23

Year	Secured	Unsecured	SBE Nonunitary	Net Total AV	% Change
2013/14	$ 3,024,717,426	$ 224,847,953	$ 5,224,473	$ 3,254,789,852	
2014/15	$ 3,151,745,766	$ 197,869,900	$ 5,224,473	$ 3,354,840,139	3.07%
2015/16	$ 3,228,350,085	$ 208,192,396	$ 4,088,740	$ 3,440,631,221	2.56%
2016/17	$ 3,383,262,493	$ 200,687,180	$ 4,088,640	$ 3,588,038,313	4.28%
2017/18	$ 3,663,900,667	$ 209,840,073	$ 4,088,640	$ 3,877,829,380	8.08%
2018/19	$ 3,824,597,075	$ 228,175,189	$ 4,429,496	$ 4,057,201,760	4.63%
2019/20	$ 4,040,622,752	$ 233,956,577	$ 4,429,496	$ 4,279,008,825	5.47%
2020/21	$ 4,358,420,884	$ 244,900,101	$ 4,429,496	$ 4,607,750,481	7.68%
2021/22	$ 4,494,935,185	$ 203,990,721	$ 4,429,496	$ 4,703,355,402	2.07%
2022/23	$ 4,739,072,518	$ 238,648,256	$ 3,238,280	$ 4,980,959,054	5.90%



Source: San Diego County Assessor 2004/05-2013/14 Combined Tax Rolls

City of National City
Legal Debt Margin Information
Last Ten Fiscal Years

	Fiscal Year				
	2014	2015	2016	2017	2018
Assessed Valuation	$ 3,440,631,221	$ 3,354,840,139	$ 3,440,631,221	$ 3,588,038,313	$ 3,877,829,380
Conversion Percentage	25%	25%	25%	25%	25%
Adjusted Assessed Valuation	$ 860,157,805	$ 838,710,035	$ 860,157,805	$ 897,009,578	$ 969,457,345
Debt Limit Percentage	15%	15%	15%	15%	15%
Debt Limit	$ 129,023,671	$ 125,806,505	$ 129,023,671	$ 134,551,437	$ 145,418,602
Total Debt (due more than one year)	$ 20,857,367	$ 20,579,839	$ 19,496,761	$ 19,090,044	$ 22,603,785
Less: Non Bonded Debt					
Claims Payable	(5,466,746)	(5,580,594)	(6,112,318)	(6,416,518)	(7,089,594)
Compensated Absences	(1,421,472)	(1,632,485)	(1,821,032)	(2,023,755)	(1,372,764)
Capitalized Lease Obligation	(1,362,172)	(1,723,765)	(1,494,160)	(1,249,932)	(1,001,185)
Notes Payable	(1,311,137)	(1,027,967)	(725,833)	(403,465)	-
Total Applicable to Limitation	11,295,840	10,615,028	9,343,418	8,996,374	13,140,242
Legal Debt Margin	$ 117,727,831	$ 115,191,477	$ 119,680,253	$ 125,555,063	$ 132,278,360
Total debt applicable to the limit as a percentage of debt limit	9%	8%	7%	7%	9%

Source: City of National City financial statements / notes to the financial statements

Source: City of National City financial statements / notes to the financial statements

City of National City
Legal Debt Margin Information (Continued)
Last Ten Fiscal Years

	Fiscal Year				
	2019	2020	2021	2022	2023
Assessed Valuation	$ 4,057,201,760	$ 4,279,008,825	$ 4,523,039,978	$ 4,703,355,402	$ 4,980,959,594
Conversion Percentage	25%	25%	25%	25%	25%
Adjusted Assessed Valuation	$ 1,014,300,440	$ 1,069,752,206	$ 1,130,759,995	$ 1,175,838,851	$ 1,245,239,899
Debt Limit Percentage	15%	15%	15%	15%	15%
Debt Limit	$ 152,145,066	$ 160,462,831	$ 169,613,999	$ 176,375,828	$ 186,785,985
Total Debt (due more than one year)	$ 22,569,433	$ 27,024,384	$ 26,503,876	$ 108,135,511	$ 105,034,519
Less: Non Bonded Debt					
Claims Payable	(8,262,594)	(11,356,000)	(11,948,000)	(10,966,000)	(11,292,000)
Compensated Absences	(1,622,476)	(3,755,267)	(3,847,859)	(3,983,713)	(4,472,190)
Capitalized Lease Obligation	(768,962)	(768,283)	(627,547)	(479,639)	(326,372)
Notes Payable	-	-	-	-	-
Total Applicable to Limitation	11,915,401	11,144,834	10,080,470	92,706,159	88,943,957
Legal Debt Margin	$ 140,229,665	$ 149,317,997	$ 159,533,529	$ 83,669,669	$ 97,842,028
Total debt applicable to the limit as a percentage of debt limit	8%	7%	6%	53%	48%

Source: City of National City financial statements / notes to the financial statements

Source: City of National City financial statements / notes to the financial statements

City of National City
Pledged Revenue Coverage
Last Ten Fiscal Years

	Fiscal Year				
	2014	2015	2016	2017	2018
Revenue					
Property Tax Gross Incremental Revenue	$ 13,608,368	$ 12,705,481	$ 11,558,679	$ 7,740,998	$ 8,921,732
Debt Service Requirements					
Principal	4,290,000	5,230,000	2,070,000	2,220,000	3,163,000
Interest and Fiscal Charges	3,589,747	3,484,532	3,078,878	2,980,532	1,166,000
Pass-through Payments	-	-	-	-	-
	$ 7,879,747	$ 8,714,532	$ 5,148,878	$ 5,200,532	$ 4,329,000
Debt Coverage	1.73	1.46	2.24	1.49	2.06

Source: City of National City Comprehensive Annual Financial Reports - Financial Statements

City of National City
Pledged Revenue Coverage (Continued)
Last Ten Fiscal Years

	Fiscal Year				
	2019	2020	2021	2022	2023
Revenue					
Property Tax Gross Incremental Revenue	$ 5,185,031	$ 1,204,954	$ 2,687,984	$ 3,485,844	$ 4,199,028
Debt Service Requirements					
Principal	3,113,000	3,113,000	3,194,000	3,131,000	3,208,000
Interest and Fiscal Charges	1,088,084	1,088,084	1,009,785	931,307	852,589
Pass-through Payments	-	-	-	-	-
	$ 4,201,084	$ 4,201,084	$ 4,203,785	$ 4,062,307	$ 4,060,589
Debt Coverage	1.23	0.29	0.64	0.86	1.03

Source: City of National City Comprehensive Annual Financial Reports and Financial Statements

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City of National City
Demographic and Economic Statistics
Last Ten Fiscal Years

Year	Total Population	Pct of SD County Population[3]	Pct Change from Previous Year	Median Age	Avg. Household Size[2]	Educational Attainment: % High School Graduate (25+)	Educational Attainment: % Bachelor's Degree or Higher (25%)	Unemployment Rate	Personal Income (000s)[1]	Per Capita Personal Income[1]
2013	59,381	1.9%	0.7%	32	3.40	67.9%	12.7%	11.9%	$ 982,043	$ 16,538
2014	59,235	1.9%	0.5%	31.5	3.41	69.8%	12.5%	8.1%	$ 977,614	$ 16,504
2015	60,768	1.8%	2.6%	31.9	3.41	70.8%	12.7%	6.6%	$ 1,020,729	$ 16,797
2016	61,210	1.8%	0.7%	32.2	3.40	72.3%	12.9%	5.9%	$ 1,048,669	$ 17,132
2017	62,257	1.9%	1.7%	32.5	3.4	72.4%	14.2%	5.0%	$ 1,078,906	$ 17,329
2018	62,307	1.9%	0.1%	32.5	3.4	73.5%	14.6%	4.4%	$ 1,155,824	$ 18,550
2019	62,099	1.9%	-0.3%	33.6	3.39	74.2%	14.9%	4.1%	$ 1,291,429	$ 20,796
2020	62,749	1.9%	1.0%	34.2	3.3	74.9%	14.2%	12.6%	$ 1,347,968	$ 21,481
2021	61,471	1.9%	-2.0%	33.9	3.4	75.4%	15.8%	9.3%	$ 1,418,597	$ 23,077
2022	60,974	2.8%	-0.8%	36.8	3.14	74.0%	15.0%	4.6%	$ 1,315,680	$ 21,577

* 2023 information not available.

[1] Dollar values are inflation-adjusted

[2] United States Census Bureau

[3] United States Census Bureau (SD County)

City of National City
Full-time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year 2014	2015	2016	2017	2018
General Government					
City Clerk	3.00	3.00	3.00	3.00	3.00
City Manager	8.00	8.00	8.00	8.00	7.00
Risk Management	1.00	1.00	1.00	1.00	1.00
Management Information Systems	3.00	3.50	4.00	4.00	4.00
Finance	14.48	14.77	15.77	14.29	14.29
Purchasing	2.48	1.48	1.48	1.48	1.48
City Attorney	3.50	4.00	3.50	4.00	4.00
Human Resources	3.00	3.00	5.00	5.00	4.00
Community Development	19.34	15.01	—	—	—
Planning	3.00	3.00	4.00	4.00	5.00
Building	4.00	4.00	5.00	5.00	5.00
Engineering	10.00	11.00	13.00	13.00	13.00
Redevelopment	3.20	—	—	—	—
Housing & Economic Development	14.00	15.00	15.00	16.00	15.00
Neighborhood Services	10.00	10.00	11.00	11.00	11.00
Public Works	42.00	45.00	45.00	46.50	46.50
Community Services	19.35	15.01	17.98	18.98	18.98
Nutrition Center	10.00	10.00	10.00	10.00	9.00
Library	56.30	20.35	21.35	21.85	21.85
Public Safety					
Police	125.38	129.50	129.50	126.98	126.98
Fire	43.00	43.00	47.00	47.00	47.00

Source: City of National City Annual Adopted Budgets

City of National City
Full-time Equivalent City Government Employees by Function/Program (Continued)
Last Ten Fiscal Years

Function/Program	Fiscal Year 2019	2020	2021	2022	2023
General Government					
City Clerk	3.00	3.00	2.00	2.00	3.00
City Manager	7.00	7.00	11.00	5.00	7.00
Risk Management	1.00	1.00	1.00	1.00	1.00
Management Information Systems	4.00	4.00	4.00	4.00	3.00
Finance	14.29	14.29	15.29	14.50	12.50
Purchasing	1.48	1.00	1.00	1.00	1.00
City Attorney	5.00	5.00	5.00	4.00	4.00
Human Resources	3.00	4.00	4.00	4.50	5.00
Community Development	—	—	—	—	—
Planning	5.00	5.00	5.00	5.00	6.00
Building	4.00	4.00	4.00	4.00	4.00
Engineering	13.00	10.60	11.00	11.00	11.00
Redevelopment	—	—	—	—	—
Housing & Economic Development	15.00	15.00	14.00	15.00	15.00
Neighborhood Services	11.00	12.00	12.00	10.00	12.00
Public Works	46.50	49.90	51.00	49.00	50.00
Community Services	18.98	17.00	18.98	11.50	6.00
Nutrition Center	9.00	9.00	10.00	7.25	6.00
Library	21.85	22.85	22.85	7.50	8.00
Public Safety					
Police	128.98	128.98	129.94	123.00	128.00
Fire	47.00	51.00	47.00	52.00	52.00

Source: City of National City Annual Adopted Budgets

City of National City
Operating Indicators by Function/Program
Last Ten Fiscal Years

	Fiscal Year				
	2014	2015	2016	2017	2018
Function/Program					
Police					
Physical Arrests	3,167	3,484	3,418	3,078	2,733
Parking Violations	11,283	7,434	8,659	7,958	8,693
Traffic Violations	2,158	1,801	1,561	1,563	1,772
Fire					
Emergency Responses	6,264	7,815	8,228	8,403	8,815
Fires Extinguished	149	121	141	125	138
Inspections	1,583	1,316	900	837	914
Other Public Works					
Street Resurfacing (miles)	-	2	-	-	2
Parks and Recreation					
Athletic Field Permits Issued	9	18	26	28	28
Community Center Admissions[1]	54,520	18,138	42,762	43,396	45,342
Library					
Volumes in Collection	246,299	238,114	233,109	231,683	233,086
Total Volumes Borrowed	215,955	189,145	129,762	111,271	110,023
Wastewater					
Average Daily Sewage Treatment (million gallons per day)	4	4	4	4	4

[1] Excludes Nutrition Center admissions.

Sources: Various City departments

City of National City
Operating Indicators by Function/Program (Continued)
Last Ten Fiscal Years

Function/Program	Fiscal Year 2019	2020	2021	2022	2023
Police					
Physical Arrests	2,567	1,693	1,654	1,393	1,446
Parking Violations	7,348	2,541	9,573	9,135	7,299
Traffic Violations	1,987	1,119	1,030	929	1,149
Fire					
Emergency Responses	8,463	7,784	7,914	8,222	8,068
Fires Extinguished	120	149	199	249	245
Inspections	820	599	1,035	1,112	933
Other Public Works					
Street Resurfacing (miles)	34	2	1	1	3
Parks and Recreation					
Athletic Field Permits Issued	13	11	6		10
Community Center Admissions[1]	56,988	54,906	31,661	30,734	46,536
Library					
Volumes in Collection	206,210	204,284	229,019	214,289	215,984
Total Volumes Borrowed	103,594	68,061	16,203	37,038	49,857
Wastewater					
Average Daily Sewage Treatment (million gallons per day)	4	4	4	4	4

[1] Excludes Nutrition Center admissions.

Sources: Various City departments

City of National City
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year 2014	2015	2016	2017	2018
Police					
Stations	1	1	1	1	1
Zone Offices	1	1	1	0	0
Patrol Units	34	38	45	45	45
Fire Stations	2	2	2	2	2
Other Public Works					
Streets (miles)	101	101	101	108	108
Highways (miles)	6	6	6	9	9
Streetlights	1,730	1,730	1,730	1,995	1,995
Traffic Signals	74	74	75	74	80
Parks and Recreation					
Acreage	84	84	75	80	80
Playgrounds	4	4	5	5	5
Baseball/Softball Diamonds	5	5	5	5	5
Soccer/Football Fields	1	1	1	1	1
Community Centers	5	5	1	1	1
Wastewater					
Sanitary Sewers (miles)	97	97	97	104	104
Storm Sewers (miles)	45.0	45.0	45.0	96.0	96.0
Treatment Capacity (million gallons per day)	7.20	7.20	7.20	7.20	7.20

NA: Not available.

Sources: Various City departments

City of National City
Capital Asset Statistics by Function/Program (Continued)
Last Ten Fiscal Years

Function/Program	Fiscal Year 2019	2020	2021	2022	2023
Police					
Stations	1	1	1	1	1
Zone Offices	1	1	1	1	1
Patrol Units	60	60	60	69	60
Fire Stations	2	2	3	3	3
Other Public Works					
Streets (miles)	108	108	108	108	108
Highways (miles)	9	9	9	9	9
Streetlights	2,731	2,731	2,731	848	NA
Traffic Signals	80	82	82	80	80
Parks and Recreation					
Acreage	80	80	92	92	92
Playgrounds	5	5	5	5	5
Baseball/Softball Diamonds	5	5	5	5	5
Soccer/Football Fields	1	1	1	1	1
Community Centers	5	1	5	5	5
Wastewater					
Sanitary Sewers (miles)	104	104	104	104	104
Storm Sewers (miles)	96.0	96.0	96.0	96	96
Treatment Capacity (million gallons per day)	7.20	7.20	7.20	7	7

NA: Not available.

Sources: Various City departments

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CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: Ron Morrison

Today's Date: 11/12/2024

Is this matter considered Time-Sensitive by another entity deadline? _____

WRITTEN REQUEST

I, Ron Morrison, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

THIS IS A 105 REQUEST TO BE PUT ON THE COUNCIL MEETING OF 11/19/2024 FOR A MOTION OF CENSURE OF COUNCILMEMBER JOSE RODRIGUEZ FOR A PATTERN OF VIOLATIONS OF THE CODES OF CONDUCT TO BE PLACED ON THE REGULAR COUNCIL MEETING OF 12/3/2024.