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.

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Consolidated Regular Meeting

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

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

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

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

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

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

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

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 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, December 3, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. INVOCATION

5. PUBLIC COMMENT

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

6. PROCLAMATIONS AND RECOGNITION

   6.1 Introduction of New City Employees 8

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

   7.1 Presentation of 2025 Storm Water 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 – City Council Appointment to the Port Commission. 9

Recommendation:
City Council Reappointing Incumbent GilAnthony Ungab as Port Commissioner for a 4-Year Term as provided in City Council Policy No. 107.

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 Approval of City Council Meeting Minutes. 19

Recommendation:
Approve and File.

10.3 Acceptance of the Department of Alcoholic Beverage Control Award of $40,000 to the National City Police Department to Perform Operations Sponsored by the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project. 48

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City of National City, California, Authorizing the Acceptance of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project Funds in the Amount of $40,000, Funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration, and Authorizing the Establishment of a Fiscal Year 2025 Appropriation and Corresponding Revenue Budget in the Amount of $40,000."

10.4 Second Amendment to the Maintenance and Operating Agreement Between the City of National City and A Reason to Survive (ARTS) 67

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Enter into the Second Amendment to the Agreement Between the City of National City ("CITY") and A Reason to Survive ("ARTS") for the Maintenance and Operation of the Arts Center Located at 200 East 12th Street in National City."

10.5 Amendments to On-Call Consultant Agreements for City's Capital Improvement Program (CIP) 96

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute 1) Third Amendments to the Agreements with a) Anser Advisory, b) HDR Engineering, Inc., c) Kimley-Horn and Associates, Inc., d) NV5, Inc., e) WSP USA Inc., and f) STC Traffic, Inc. to Extend the Agreements by One Year; 2) Third Amendments to the Agreements with a) Innovative Construction Consulting Services, LLC and b) KTU&A to Extend the Agreements by One Year and Increase the Not-to-Exceed Amounts by $1,000,000 Each; and 3) Fourth Amendments to the Agreements with a) Chen Ryan Associates, Inc. and b) Project Professionals Corporation to Extend the Agreements by One year and Increase the Not-to-Exceed Amounts by $1,000,000 Each."

10.6 Extension of Agreement with EXOS Community Services LLC (EXOS) for Las Palmas Pool Operations. 125

Recommendation:
Adopt The Resolution Entitled: **"**Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Amendment to the Agreement Between the City of National City ("City") and EXOS Community Services, LLC, ("EXOS") to Extend the Agreement for Two (2) Years for the Operation of Las Palmas Pool, Located at 1800 East 22nd Street, National City, California."

10.7 Approval of the Local Appointments List – Maddy Act Requirement 154

Recommendation:
Approve the Local Appointments List for 2025 and Authorize the City Clerk to post the list at City Hall and Post End of Term Vacancies on the City Website.

10.8 Resolution to the City Council of the City of National City Approving the Adoption of a Side Letter Agreement Between the City of National Municipal Employees Association (MEA) Exclusively Represented by SEIU and Approving the MEA Salary Schedule. 160

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Side Letter Agreement Between the City of National City and the National City Municipal Employees' Association, Represented by Service Employees' International Union Local 221, Extending the Memorandum of Understanding Between the Parties through June 30, 2025, and Increasing the Salaries of Covered Employees; Amending the NCMEA Salary Schedule to Reflect a Six Percent Increase in Base Salaries; and Authorizing the Establishment of Fiscal Year 2025 Budget Appropriations in the Amount of $383,685 to Fund the Salaries."

10.9 Approval of a Side Letter Agreement Between the City of National City and the National City Fire Firefighters Association (FFA) and Approving the FFA Salary Schedule. 185

Recommendation:
Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Side Letter Agreement Between the City of National City and the National City Firefighters’ Association Extending the Memorandum of Understanding Between the Parties through June 30, 2025, and Increasing the Salaries of Covered Employees; Amending the FFA Salary Schedule to Reflect a Six Percent Increase in Base Salaries; and Authorizing the Establishment of Fiscal Year 2025 Budget Appropriations in the Amount of $224,925 in the General Fund to Fund the Stated Salaries.”

10.10 Amendment to the Salary Schedule for the Unrepresented Confidential Employee Group. 191

Recommendation:
Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Amending the National City Confidential Positions Salary Schedule to Reflect a Six Percent Increase in Base Salaries, and Authorizing the Establishment of Fiscal Year 2025 Budget Appropriations in the Amount of $42,061 to Fund the Stated Salaries.”

10.11 Authorize the Purchase of a Camera Van for the Engineering & Public Works Street and Wastewater Division 195

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 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract # 120721-EVS with Haaker Equipment Company for the Purchase of a 2024 or Newer E-Ford Transit Van RovverX CCTV Pipe Inspection System with Build Out in a Not-to-Exceed Amount of $296,007.71 for the Public Works Street and Wastewater Division; and 2) Authorizing the City Manager to Approve Adjustments of up to $29,600 to the Not-To-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing.”

10.12 Purchase and Sale Agreement for the Purchase of Property on N Avenue. 241

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute the Purchase and Sale Agreement and Accept the Grant Deed from Walter Morawa and Louise Morawa Joint Living Trust for the Purchase of a Portion of Parcel APN 557-250-38 that Fronts “N” Avenue, Just South of E. 9th Street to Construct Pedestrian and Bicycle Improvements.”

10.13 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) Addition of Live Entertainment & Expansion of Approved Operating Hours for Beer & Wine Sales at an Existing Restaurant (Mariscos El Tiburon) Located at 543 Highland Avenue 313

Recommendation:
Staff Recommends Approval of the Request for Live Entertainment and Extended Operating Hours, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2024-19, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol and Live Entertainment are Conditionally-Allowed Uses in the Minor Mixed-Use Corridor Zone and Would be Accessory to Food Sales at the Restaurant.

10.14 Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Development Located at 1924 Harding Street. 365

Recommendation:
Approve the Resolution Entitled, "Resolution of the City Council of the City of National City, California Ratifying a Subordination Agreement with Clara Futura Investments, LLC, a California Limited Liability Company, and U.S. Bank National Association, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered into on October 5, 2021 that Restricts One Housing Unit at 1924 Harding Street in National City."

10.15 Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Development Located at 2039 E 8th Street. 377

Recommendation:
Approve the Resolution Entitled, "Resolution of the City Council of the City of National City, California Ratifying a Subordination Agreement with Talas, LLC, a California Limited Liability Company, and Endeavor Bank, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered into On August 6, 2024 that Restricts Three Housing Units At 2039 E 8th Street In National City."

10.16 Redevelopment Obligations Payment Schedule for Fiscal Year 2025-26 (ROPS 25-26) and Associated Administrative Budget (SUCCESSOR AGENCY) 389

Recommendation:
Adopt the Resolution Entitled, "Resolution of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, Approving the Recognized Obligation Payment Schedule (ROPS) for the Period July 1, 2025, through June 30, 2026 (ROPS 25-26) with Expenditures Totaling $4,128,681, Approving the Associated Administrative Budget of $67,654, and Approving the Submittal of both to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board."

10.17 Request to Install Red Curb “No Parking” at the Intersection of Harbison Avenue and E. 6th Street to Improve Visibility at the Intersection. 399

Recommendation:
Authorizing the Installation of Red Curb “No Parking” at the Intersection of Harbison Avenue and E. 6th Street to Improve Visibility at the Intersection.”

10.18 Request To Install Two (2) Parallel “30-Minute” Parking Spaces in Front of V&P Wholesale Warehouse Located at 108 W. 18th Street to Increase Parking Turnover for Customers 411

Recommendation:
Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of Two Parallel “30-Minute” Parking Spaces in Front of V&P Wholesale Warehouse Located at 108 W. 18th Street to Increase Parking Turnover for Customers.”

10.19 Resolution of the City Council of the City of National City Acknowledging Receipt of a California Coastal Commission Resolution of Certification of the City’s Local Coastal Plan Amendment Related to the Balanced Plan, Including Suggested Modifications. 420

Recommendation:
Adopt the Resolution

10.20 Temporary Use Permit – The 16th Annual San Diego Granfondo Bike Ride Sponsored by Life Sports Foundation on April 6, 2025, with No Waiver of Fees. 492

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

10.21 Warrant Register #17 for the Period of 10/18/24 through 10/24/24 in the Amount of $5,763,144.78 515

Recommendation:
Ratify Warrants Totaling $5,763,144.78

10.22 Warrant Register #18 for the Period of 10/25/24 through 10/31/24 in the Amount of $2,153,037.03 522

Recommendation:
Ratify Warrants Totaling $2,153,037.03

11. CONTINUED PUBLIC HEARING

11.1 Second Reading and Adoption of the Ordinance Establishing Speed Limits Based on Engineering and Traffic Surveys 530

Recommendation:
Adopt an Ordinance 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 Update on the Establishment of a Short-Term Rental Ordinance. 537

Recommendation:
File the Report and Provide Input on the Creation of a Short-Term Rental Ordinance.

13. CITY MANAGER’S REPORT

14. ELECTED OFFICIALS REPORT

14.1 Discussion and Possible Action of the City Council of a Censure of Councilmember Jose Rodriguez. 538

Discussion and Possible Action of the City Council of the City of National City of a Censure of Councilmember Jose Rodriguez for a Pattern of Violations of City Council Policy No. 119, Specifically Policy Nos. III (1), (2), (3), (10), and the Code of Fair Campaign Practices Sections 1 and 2.

15. CITY ATTORNEY REPORT

16. ADJOURNMENT

OCTOBER 2024

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

NOVEMBER 2024

NEW HIRE

LIBRARY

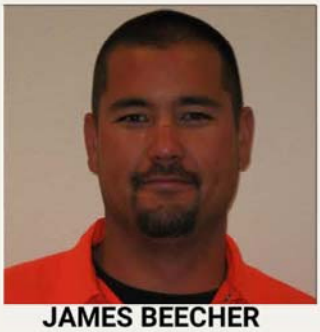
KIMBERLY STEPHENSON
Librarian

PROMOTIONS

POLICE DEPARTMENT

KENNETH SPRINGER
Lieutenant

ENGINEERING/PUBLIC WORKS



JAMES BEECHER
Parks Equipment Operator

DAVID GALLEGOS
Equipment Operator

ESTEBAN ROJAS
Equipment Operator

Welcome & CONGRATULATIONS

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, December 3, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Appointments: City Boards, Commissions and Committees – City Council Appointment to the Port Commission.

RECOMMENDATION:
City Council Reappointing Incumbent GilAnthony Ungab as Port Commissioner for a 4-Year Term as provided in City Council Policy No. 107.

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.

At the Regular City Council Meeting of November 19, 2024, the City Council considered the option provided in City Council Policy No. 107, which allows the City Council to reappoint an appointee, if that appointee served for less than one year in the position. Per City Council Policy No. 107, the City Council may reappoint without considering other applicants.

City Council Policy No. 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.

At that meeting on November 19th, the City Council voted 3-2 to consider the reappointment of Port Commissioner GilAnthony Ungab for a 4-year term ending December 2028 at a future meeting date of December 3, 2024.

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

This City Council Appointment to the Port Commission is time-sensitive to meet a time-line that lines up with the Port District Board Meetings.

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.

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

EXHIBIT:
Exhibit A – City Council Policy #107

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)

AGENDA REPORT

Department: **City Clerk's Office**
Prepared by: **Shelley Chapel, MMC, City Clerk**
Meeting Date: **Tuesday, December 3, 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 November 6, 2024
Special City Council Meeting of November 12, 2024
Special City Council Meeting of November 19, 2024
Regular City Council Meeting of November 19, 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 November 6, 2024 – Meeting Minutes
Exhibit B - Special City Council Meeting of November 12, 2024 – Meeting Minutes
Exhibit C - Special City Council Meeting of November 19, 2024 – Meeting Minutes
Exhibit D - Regular City Council Meeting of November 19, 2024 – Meeting Minutes

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

November 6, 2024, 4:30 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** **Lydia Hernandez, Human Resources Director** **Bruce Foltz, Finance Director** **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 4:34 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. **ROLL CALL**

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

3. **PLEDGE OF ALLEGIANCE TO THE FLAG**

Vice-Mayor Yamane led the Pledge of Allegiance.

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

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

Seven (7) speakers provided in-person comment:

Juanita Castaneda	Elyana Delgado	Jeremy Day
Zaide Jurado	Karla Apalategui	Sue Pfeifer
Carl Adkins		

5. CLOSED SESSION

Members retired into Closed Session at 4:45 p.m. with all members present in attendance: Bush, Molina, Rodriguez, Yamane, Morrison, Martinez, and Schultz.

5.1 CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Employee Organizations:
Municipal Employees' Association (SEIU, Local 221),
National Firefighters Association (Local 2744), and
Police Officers Association (POA)
Agency Designated Representatives:
Steven Berliner (Labor Negotiator)
Benjamin A. Martinez (City Manager)
Brian Hadley (Deputy City Manager)
Bruce Foltz (Finance Director)
Paul Valadez (Budget Manager- Finance)
Lydia Hernandez (Human Resources Director)

All members returned to the open session at 5:52 p.m. with all members present in attendance: Bush, Molina, Rodriguez, Yamane, Morrison, Martinez, Schultz, Foltz, Hernandez, and Berliner.

City Attorney Schultz stated there was no action taken and nothing to report.

6. ADJOURNMENT

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

The meeting adjourned at 5:53 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of December 3, 2024.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

November 12, 2024, 4:30 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** **Bruce Foltz, Director of Finance** **Lydia Hernandez, Director of Human Resources** **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 4:36 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 Kathya Santibanez, Field Representative for Assemblymember David Alvarez.

5. CLOSED SESSION

Members retired into Closed Session at 4:39 p.m. and returned at 6:08 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Morrison, Molina, Martinez, Schultz, Foltz, Hernandez and Labor Negotiator Steven Berliner (via Zoom).

Attorney Schultz reported out that the City Council had given direction to the negotiator.

5.1 CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6
Employee Organizations:
Municipal Employees' Association (SEIU, Local 221),
National Firefighters Association (Local 2744), and
Police Officers Association (POA)
Agency Designated Representatives:
Steven Berliner (Labor Negotiator)
Benjamin A. Martinez (City Manager)
Brian Hadley (Deputy City Manager)
Bruce Foltz (Finance Director)
Paul Valadez (Budget Manager- Finance)
Lydia Hernandez (Human Resources Director)

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, November 19, 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 6:08 p.m.

_____
Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of December 3, 2024.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

November 19, 2024, 4:30 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)

Present:	**Councilmember Bush** **Councilmember Molina** *(Via Zoom – Teleconferenced)* **Councilmember Rodriguez** **Vice-Mayor Yamane** **Mayor Morrison**
Others Present:	**Benjamin A. Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk** **Bruce Foltz, Finance Director** **Lydia Hernandez, Human Resources Director** **Steven Berliner, Labor Negotiator**

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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 4:40 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

Mayor Morrison announced that Councilmember Molina would be attending remotely as noticed on the agenda from a location in Dallas, Texas. Due to the requirements of AB2449, this virtual attendance did not qualify, but since the notification and location were provided prior to the distribution and posting of the meeting agenda, Councilmember Molina was able to attend if requirements were met. Mayor Morrison confirmed that Councilmember Molina had posted the agenda and provided access to the meeting at her

location as required by the Brown Act and Government Code Section 54953. Councilmember Molina confirmed and was allowed to continue virtually. This action does not require a vote of the City Council.

Mayor Morrison informed the Councilmembers that due to time restraints of the Regular Meeting beginning at 6:00 p.m., Item 5.2 would be discussed at a future meeting.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

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

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

Nine (9) spoken comments were received:

James Kim
Andrew Del Sol Williamson
Eddie Sanchez
Paul Wapnowski
Jeremy Day
Ed Nieto
James Slade
Hilda Perez
Araceli Covarrubias

5. CLOSED SESSION

5.1 CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6
Employee Organizations:
Municipal Employees' Association (SEIU, Local 221),
National Firefighters Association (Local 2744), and
Police Officers Association (POA)
Agency Designated Representatives:
Steven Berliner (Labor Negotiator)
Benjamin A. Martinez (City Manager)
Bruce Foltz (Finance Director)
Lydia Hernandez (Human Resources Director)

Labor Negotiator Steven Berliner entered Closed Session.

Pulled from the agenda to be heard at a future meeting.

5.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957.6
Position to be Reviewed: City Manager

All members returned to the open session at 6:35 p.m. with all members present in attendance: Bush, Molina (teleconferenced), Rodriguez, Yamane, Morrison, Martinez, Schultz, Foltz, 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, November 19, 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 6:35 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of December 3, 2024.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

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)

Present:	**Councilmember Bush** **Councilmember Molina** *(Via Zoom – Teleconferenced)* **Councilmember Rodriguez** **Vice-Mayor Yamane** **Mayor Morrison**
Others Present:	**Ben Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk** **Carlos Aguirre, Director of Community Development** **Bruce Foltz, Director of Finance** **Danielle Ghio, City Librarian** **Brian Hadley, Deputy City Manager** **Alex Hernandez, Chief of Police** **Lydia Hernandez, Director of Human Resources** **Tonya Hussain, Deputy City Clerk** **Steve Manganiello, Director of Engineering & Public Works** **Sergio Mora, Fire Chief** **David Welch, Associate Planner** **Ron Williams, IT Manager**

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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 6:42 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 *(via Zoom)*, Rodriguez, Yamane, Morrison. Interpretation in Spanish provided by Carlos Diaz and Luisa Diaz de Leon.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Yamane led the Pledge of Allegiance.

4. INVOCATION

Delivered by Pastor Reuben, Fruit of the Vine Church.

Item taken out of Order

6.1 Proclamation - Latina Equal Pay Day

Mayor Morrison introduced the Proclamation. Representatives for MANA de San Diego accepted the Proclamation.

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.

Virtual Comment:

Becky Rapp
Peggy Walker
Kelly McCormick
Megan Stuart
Barbara Gordon
Riley Steinley
Terri Skelly

In-person comment:

Karen McManus
Geoffrey Schrock
Joy O.
Manuel Andrade
John Dale Noriega
Sherry Gogue
Ted Godshalk
Truth
Alisha Morrison
Doyle Morrison
Ed Nieto

6. PROCLAMATIONS AND RECOGNITION

6.2 Introduction of New City Employees

City Librarian Danielle Ghio and Director of Engineering & Public Works Steve Manganiello introduced new department staff. Director Manganiello, Chief of Police Alex Hernandez, and City Manager Ben Martinez announced department promotions.

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

7.1 Community Calendar

City Manager Ben Martinez introduced the item and with Co-founder & Chief Growth Officer Asaf Heilig provided a presentation via Zoom. IT Manager Ron Williams provided closing comments.

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

Councilmember Rodriguez provided an update on the SANDAG Mobility Working Group meeting.

Councilmember Bush spoke to the business of the San Diego County Air Pollution Control Board and Metropolitan Transit System Board meetings.

Vice-Mayor Yamane provided an update on Sweetwater Authority, Metro Wastewater JPA, and San Diego County Water Authority meetings.

Councilmember Molina reported on the business of SANDAG.

Mayor Morrison had nothing to report.

9. INTERVIEWS AND APPOINTMENTS

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

Recommendation: Mayoral Appointment with City Councilmembers' Confirmation.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to appoint Amelito Gozum to the Traffic Safety Commission for a term ending September 30, 2027.

Motion carried by unanimous vote.

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

City Clerk Shelley Chapel provided a report on the item.

Written Public Comment was received from:
Alma Gomez
Clara Turrado
Espereanza Guillent
Martha Quintanar
Pilar Gomez
Raquel Quinonez
Rosa Gonzalez
Sorina Vazquez
Debbie Discar-Espe
Beverly Codallos
Audie J. de Castro
Ted Godshalk

In Favor but did not wish to speak
DeShang Weaver

In-Person Public Comment:
Randi Castle-Salgado
JoAnn Fields
Paul Wapnowski
Alexander Fernandez
Ed Nieto

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.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina to move forward with the process to re-appoint the incumbent, GilAnthony Ungab, at the December 3, 2024 City Council Meeting.

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

Motion carried by 3-2 vote.

10. CONSENT CALENDAR

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to approve the Consent Items with the exception of items 10.8 pulled by Vice-Mayor Yamane; 10.18 pulled by Councilmember Rodriguez; 10.20 and 10.21 pulled by Councilmember Bush; and, 10.16, 10.19, 10.36, 10.37, 10.38, 10.39, 10.40, and 10.41 pulled by members of the public.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-129.

Written comment received from Ted Godshalk.

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.”

Motion carried by unanimous vote.

10.3 Approval of City Council Meeting Minutes.

Approve and File.

Motion carried by unanimous vote.

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.

Adopted Resolution No. 2024-130.

Written comment received from Ted Godshalk.

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."

Motion carried by unanimous vote.

10.5 Adopting an updated Quality Assurance Program (QAP)

Adopted Resolution No. 2024-131.

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.”

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-132.

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.”

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-133.

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.”

Motion carried by unanimous vote.

Item pulled for discussion.

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

Adopted Resolution No. 2024-134.

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."

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to pause the item for approval.

Substitute motion by Councilmember Bush, seconded by Mayor Morrison to adopt the resolution and for staff to return at a Council meeting in January 2025 to discuss Councilmember staff positions and classifications.

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

Motion carried by 4-1 vote.

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

Adopted Resolution No. 2024-135.

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

Motion carried by unanimous vote.

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.

Adopted Resolution No. 2024-136.

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."

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-137.

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."

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-138.

Written comment received from Ted Godshalk.

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."

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-139.

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."

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-140.

Written comment received from Ted Godshalk.

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.”

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-141.

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.”

Motion carried by unanimous vote.

Item pulled for discussion.

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

Adopted Resolution No. 2024-142.

Public comment received from Thomas Rike.

Director of Engineering & Public Works Steve Manganiello provided a brief report.

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"

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

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-143.

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."

Motion carried by unanimous vote.

Item pulled for discussion.

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.

Adopted Resolution No. 2024-144.

Director of Engineering & Public Works Steve Manganiello provided a brief report.

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."

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

Motion carried by unanimous vote.

Item pulled for discussion.

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.

Adopted Resolution No. 2024-145.

Public comment received from Thomas Rike.

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."

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

Motion carried by unanimous vote.

Item pulled for discussion.

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)

Adopted Resolution No. 2024-3.

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.

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

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

Motion carried by 4-1 vote.

Item pulled for discussion.

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

Adopted Resolution No. 2024-4.

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."

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

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

Motion carried by 4-1 vote.

10.22 FY 2023-24 Development Impact Fees Annual Report

Accept and File the Report.

Motion carried by unanimous vote.

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.

Adopted Resolution No. 2024-146.

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."

Motion carried by unanimous vote.

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.

Adopted Resolution No. 2024-147.

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."

Motion carried by unanimous vote.

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.

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.

Motion carried by unanimous vote.

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.

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.

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-148.

Written comment received from Ted Godshalk.

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.”

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-149.

Written comment received from Ted Godshalk.

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.”

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-150.

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.

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-151.

Written comment received from Ted Godshalk.

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.”

Motion carried by unanimous vote.

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.

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

Motion carried by unanimous vote.

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.

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

Motion carried by unanimous vote.

10.33 Vehicle Purchase for the Fire Department

Adopted Resolution No. 2024-152.

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."

Motion carried by unanimous vote.

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

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

Motion carried by unanimous vote.

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

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

Motion carried by unanimous vote.

Item pulled for discussion.

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

Public comment received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $2,289,177.07

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to ratify the warrants.

Motion carried by unanimous vote.

Item pulled for discussion.

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

Public comment received from Truth.

Recommendation: Ratify Warrants Totaling $377,403.34.

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to ratify the warrants.

Motion carried by unanimous vote.

Item pulled for discussion.

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

Public comment received from Truth.

Recommendation: Ratify Warrants Totaling $4,514,198.70.

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to ratify the warrants.

Motion carried by unanimous vote.

Item pulled for discussion.

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

No public comment was received.

Recommendation: Ratify Warrants Totaling $1,984,481.70

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to ratify the warrants.

Motion carried by unanimous vote.

Item pulled for discussion.

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

Public comment received from Truth

Recommendation: Ratify Warrants Totaling $2,936,574.06

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to ratify the warrants.

Motion carried by unanimous vote.

Item pulled for discussion.

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

Public comment received from Truth.

Recommendation: Ratify Warrants Totaling $6,085,986.34

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to ratify the warrants.

Motion carried by unanimous vote.

11. PUBLIC HEARING

Councilmember Rodriguez left the dais at 9:12 p.m. and returned at 9:15 p.m.

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.

Adopted Resolution No. 2024-153.

Associate Planner David Welch provided a PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 9:18 p.m.

Public comment received from Alexander Fernandez and Randi Castle-Salgado.

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

Motion carried by unanimous vote.

Public Hearing closed at 9:23 p.m. .

Councilmember Bush disclosed that he spoke with representatives of the store owners.

Vice-Mayor Yamane disclosed that she has known the business owner for years.

Mayor Morrison disclosed that he knows the business owner and the owner of the store across the street.

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."

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to adopt the Resolution with a revision to add another condition that would include the standard language used for other Conditional Use Permits, which would state that distilled spirits are included in volume limitations.

Motion carried by unanimous vote.

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

Adopted Ordinance No. 2024-2535.

Mayor Morrison declared the Public Hearing open at 9:36 p.m.

One written comment was received from Ted Godshalk.

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

Motion carried by unanimous vote.

Public Hearing closed at 9:36 p.m.

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."

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

Motion carried by unanimous vote.

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

Adopted Resolution No. 2024-154.

Director of Engineering & Public Works Steve Manganiello provided a brief report on the item.

Mayor Morrison declared the Public Hearing open at 9:38 p.m.

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

Motion carried by unanimous vote.

Public Hearing closed at 9:38 p.m.

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).”

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

Motion carried by unanimous vote.

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

Director of Engineering & Public Works Steve Manganiello provided a brief report on the item.

Mayor Morrison declared the Public Hearing open at 9:40 p.m.

Public comment received from Alisha Morrison and Doyle Morrison.

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

Motion carried by unanimous vote.

Public Hearing closed at 9:48 p.m.

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.”

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

Motion carried by unanimous vote.

12. STAFF REPORTS

Councilmember Bush left the dais at 9:51 p.m. and returned at 9:53 p.m.

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

Director of Finance Bruce Foltz introduced The Pun Group Partner Andrew Roth who provided a PowerPoint presentation.

Written comment received from Ted Godshalk.

In-person public comment was received from Ed Nieto.

Recommendation: Accept and file the reports.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Bush to accept and file the reports.

Motion carried by unanimous vote.

13. CITY MANAGER'S REPORT

City Manager Martinez thanked the Director of Engineering Steve Manganiello and staff for their hard work.

14. ELECTED OFFICIALS REPORT

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.

Written comment received from Ted Godshalk.

In-person public comment received from Ed Nieto, Julianna Vonessen, Randi Castle-Salgado, and Liliana Armenta.

A speaker's slip in favor was received from Truth, who did not wish to speak.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to approve the request.

Substitute motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to replace the motion to censure with language that would question the actions of Councilmember Rodriguez.

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

Motion failed by 3-2 vote.

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

Motion carried by 3-2 vote.

Closing remarks were provided by members of the City Council.

15. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who announced the following on Closed Session agenda items 5.1 and 5.2:

City Council gave instructions to negotiators.

5.1 CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Employee Organizations:
Municipal Employees' Association (SEIU, Local 221),
National Firefighters Association (Local 2744), and
Police Officers Association (POA)
Agency Designated Representatives:
Steven Berliner (Labor Negotiator)
Benjamin A. Martinez (City Manager)
Brian Hadley (Deputy City Manager)
Bruce Foltz (Finance Director)
Paul Valadez (Budget Manager- Finance)
Lydia Hernandez (Human Resources Director)

Item was pulled from the agenda.

5.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957.6
Position to be reviewed: City Manager

16. ADJOURNMENT

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

The meeting adjourned at 8:24 p.m.

_____
Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of December 3, 2024.

_____
Ron Morrison, Mayor

AGENDA REPORT

Department: **Police Department**
Prepared by: **Joseph Camacho, Police Sergeant**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Acceptance of the Department of Alcoholic Beverage Control Award of $40,000 to the National City Police Department to Perform Operations Sponsored by the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project.

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City of National City, California, Authorizing the Acceptance of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project Funds in the Amount of $40,000, Funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration, and Authorizing the Establishment of a Fiscal Year 2025 Appropriation and Corresponding Revenue Budget in the Amount of $40,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In August of 2024, the National City Police Department submitted an application to the Department of Alcoholic Beverage Control for consideration to be awarded up to $40,000 as a part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration (Refer to Exhibit A – National City Police Department ABC Grant Application).

On September 26, 2024, the National City Police Department was advised by the Department of Alcoholic Beverage Control that the National City Police Department had been selected to participate in the Department of Alcoholic Beverage Control's ABC-OTS Grant Program and had been awarded $40,000. As part of the grant, the Department of Alcoholic Beverage Control requests a signed resolution from the National City Police Department's governing body (Refer to Exhibit B – 2025 ABC Congratulations Letter to NCPD, Exhibit C – 2025 ABC-OTS Grant Program Information Sheet, and Exhibit F - Resolution).

In addition, the Department of Alcoholic Beverage Control submitted a "Standard Agreement" which will be signed by Chief Alejandro Hernandez with agreed-upon terms and conditions for the scope of work performed during grant-funded operations, budget details, and payment provisions, general terms and conditions, and special terms and conditions (Refer to Exhibit D – ABC/NCPD Standard Agreement 2025 and Exhibit E – ABC OTS Exhibits).

The Police Department proposes the acceptance of the grant monies to allow for police operations focused on community safety, reductions of alcohol sales to minors, and regulation/education of Police Regulated Businesses that vendor alcohol within National City.

FINANCIAL STATEMENT:
Refer to Exhibit G - Financial Statement - ABC-OTS Grant Program Allocation

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 – 2025 National City ABC Grant Letter of Interest
Exhibit B – 2025 ABC Congratulations Letter to NCPD
Exhibit C – 2025 ABC-OTS Grant Information Sheet
Exhibit D – ABC Standard Agreement 2025
Exhibit E – ABC OTS Exhibits
Exhibit F – Resolution
Exhibit G – Financial Statement - ABC-OTS Grant Program Allocation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

NATIONAL CITY POLICE DEPARTMENT

The Department of Alcoholic Beverage Control,

The National City Police Department respectfully wishes to be considered to receive your grant for local law enforcement agencies to reduce alcohol related harm which is funded by the California Officer of Traffic Safety (OTS), through the National Highway Traffic Safety Administration (NHTSA).

As you can tell from the attachment, the City of National City's 2021 OTS Crash Ranking Results for vehicle accidents, especially those involving alcohol resulting in injury or death is a major cause for concern for the National City Police Department and the National City community. National City is ranked ninth in the total of fatal and injury collisions. National City is ranked first in those collisions involving alcohol. National City is ranked third in those drivers involved in the alcohol related collisions being less than 21 years old and first in the drivers involved in the alcohol related collisions being between the ages of 21 to 34. National City is ranked fifth in motorcycle collisions, seventeenth pedestrian collisions, twentieth in bicycle collisions and second in composite related collisions where the victims are killed or injured. National City is ranked fifth in nighttime collisions resulting in fatality or injury and ranked fourth in hit and run collision resulting in fatality or injury. Comparatively the National City Police Department is ranked 98th out of 105 cities in regards to DUI arrests, with 197 DUI arrests.

National City is a heavily saturated community with alcohol related business with both on and off sales locations. The City of National City is only a 9.1 square miles with 1.8 square miles being water. National City has 68 on sale ABC licenses issued to businesses in our city and 53 off sale ABC licenses issued to businesses in our city. The National City Police Department has noticed and documented increased crime rates around these alcohol related businesses and crimes involving people coming and going from these business.

The National City Police Department has conducted several Minor Decoy Program operations, several Shoulder Tap Program operations, and IMPACT inspections in the past while also participating in grants provided by ABC. The National City Police Department was selected and awarded with the 2023-2024 ABC-OTS Local Enforcement Grant. The National City Police Department worked with ABC Agents to perform several of the listed grant operations throughout the grant cycle as well as Holiday Enforcement.

If awarded with this grant, the National City Police Department's grant would be run by myself, Sgt. Joseph Camacho, and the proactive enforcement team I supervise which focuses on stopping crime, criminal activity, and criminals before they can victimize a citizen. Managing this grant would aid and be aided by my collateral duty assignments which include being the National City Police Department's officer in charge of monitoring all police regulated businesses for the City of National City, evaluating and approving pending ABC licensed establishments intending to operate within National City, and being the ABC Liaison Officer for the National City Police Department. The National City Police Department would use the grant

1200 National City Boulevard
National City, CA 91950
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www.nationalcitypd.org

funding to perform operations monthly. National City Police Department would perform a Minor Decoy Operation once per quarter (4), a Shoulder Tap operation once per quarter (4) and the remaining months (3) would be used for IMPACT inspections and follow ups.

The National City Police Department and I will work with the San Diego District Attorney's Office to have an assigned District Attorney for our operations to ensure prosecution or consequence to violators attempting to further alcohol related harm to the National City community. The National City Police Department and I will also work with the community to gain their support and understanding of the National City Police Department's goal to enhance community safety and reduce alcohol related harm to community members through the use of press releases and social media posts. If selected, the National City Police Department will issue a press release announcing the start of the program and issue a press release at the conclusion of each Minor Decoy operation and/or Shoulder Tap operation.

I believe this grant will be a great aid to the community and the safety of all the citizens of National City by granting the National City Police Department with additional police enforcement opportunities at the point of sales of alcohol to attempt to prevent alcohol related harm. It would also allow for the National City Police Department to provide educational opportunities to ABC licensee to also aid in the reduction of alcohol related harm.

On behalf of the National City Police Department and the National City Police Department Chief of Police, Alejandro Hernandez, thank you for your time and consideration.

Respectfully,

[redacted]

Joseph Camacho
Sergeant #449
National City Police Department

1200 National City Boulevard
National City, CA 91950
(619) 336-4411
www.nationalcitypd.org

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500

September 26, 2024

Sergeant Camacho
National City Police Department
1200 National City Boulevard
National City, CA 91950

Re: ABC-OTS Grant Program

Dear Sergeant Camacho:

Congratulations. Your agency has been selected to participate in the Department of Alcoholic Beverage Control's ABC-OTS Grant Program. Funding for this project is provided by the Office of Traffic Safety through the National Highway Traffic Safety Administration.

We anticipate operations to begin upon completion of the one-day mandatory training class for your operations officer. Fiscal Officers will be contacted by our Fiscal Coordinator; Kristine Okino for training how to submit claims for reimbursement.

Since the grant starts October 1, 2024, you can make pre-paid travel arrangements on or after that date for your operations officer to attend the training. Pre-paid travel purchased prior to October 1st will not be reimbursed. The information regarding the date, location and authorized per diem rates are enclosed.

To expedite the issuance of your contract, please review and complete the enclosed ABC-OTS Grant Program Information Sheet. In addition, we will also need a resolution from your agency's governing body. Since these resolutions must be put on calendar, we ask that you do so as soon as possible.

Please mail, fax, or email this information to our Grant Coordinator; Diana Fouts-Guter, at 3927 Lennane Drive, Suite 100, Sacramento, CA 95834, Fax: (916) 928-7625, or at Diana.fouts-guter@abc.ca.gov.

If you have questions, please contact Supervising Daniel Sumida via email at daniel.sumida@abc.ca.gov.

We appreciate your prompt response and look forward to working with your agency.

Sincerely,

Director

Enclosures

State of California
Department of Alcoholic Beverage Control
ABC-OTS Grant Program Information Sheet

Contract will be between: The Department of Alcoholic Beverage Control and
The City of National City through the National City Police Department

Mailing Address**:** 1200 National City Boulevard, National City, CA 91950

Funding Amount: $ 40,000

Authority to Sign Contract Name/Title: Chief Alejandro Hernandez

Address if different from above: _____

Federal Tax ID Number: **956000749**

Operations Officer:

Attending Training (Circle)
YES/NO

Print Name: Sergeant Joseph Camacho

Telephone Number: (619)336-4436

Email Address: jcamacho@nationalcityca.gov

Fiscal Officer (responsible for preparing billings to ABC):

Print Name: Ron Gutlay

Telephone Number: (619)336-4517

Email Address: rgutlay@nationalcityca.gov

RETURN COMPLETED FORM TO:

Diana Fouts-Guter
Grant Coordinator
Department of Alcoholic Beverage Control
3927 Lennane Drive, Suite #100
Sacramento, CA 95834
Diana.fouts-guter@abc.ca.gov
Fax: (916)928-7625
Office: (916)928-9807

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-OTS116	ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTOR NAME
City of National City through the National City Police Department

2. The term of this Agreement is:

START DATE
October 1, 2024

THROUGH END DATE
August 31, 2025

3. The maximum amount of this Agreement is:
$40,000 Forty thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of National City through the National City Police Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1200 National City Blvd	National City	CA	91950

PRINTED NAME OF PERSON SIGNING	TITLE
Alejandro Hernandez	Chief

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
3927 Lennane Drive	Sacramento	CA	95834

PRINTED NAME OF PERSON SIGNING	TITLE
Pattye Baker	Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

Purpose and Description of Services

Contractor agrees to implement the Department of Alcoholic Beverage Control programs as listed:

- Minor Decoy operations – designed to educate and deter licensed locations from selling/furnishing alcohol to minors and shall be conducted at both "On-Sale" and "Off-Sale" licensed establishments within the operations period of the grant.

- Shoulder Tap operations – used to detect and deter adult furnishers outside of a licensed business and shall be performed at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

- Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections – primary goal is to educate licensees on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

- Holiday Enforcement – This program consists of working general undercover and high-profile enforcement targeting underage drinking, sales/furnishing to minors, sales to obviously intoxicated patrons, and other related violations.

  Holidays would be defined as:
  - Halloween (Oct. 31)
  - Thanksgiving (Nov. 27 – Dec. 1)
  - New Year's Eve (Dec. 31)
  - St. Patrick's Day (Mar. 14 – Mar 17)
  - Cinco de Mayo (May 2 – May 5)
  - Memorial Day Weekend (May 23 – May 26)
  - 4th of July (July 3 – July 6)

The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement.

In addition, contractor agrees to the following goals:

- Raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.

- Establish and implement a coordinated effort between contactor and ABC, and acknowledges no operations will be conducted until after the contractor's representative has completed training conducted by ABC.

- Issue press releases as follows:
  - To announce the start of the program

  - At the conclusion of each Minor Decoy Operation held (to announce the number of licensed premises who sold to the minor decoy).
  - At the conclusion of each Shoulder Tap Operation held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
  - At the conclusion of each IMPACT operation held.

- Email each press release to the Department's Public Information Office, pio@abc.ca.gov as soon as it is released.

- In all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration."

- Complete and submit bi-monthly reports, in a format designed by ABC due no later than the following:
  - On or before January 15, 2025 (with results of operations October, November & December 2024)
  - On or before March 15, 2025 (with results of operations January & February 2025)
  - On or before May 15, 2025 (with results of operations March & April 2025)
  - On or before July 15, 2025 (with results of operations May & June 2025)
  - On or before September 15, 2025 (With results of operations July & August 2025)

- Submit an Executive Summary as part of the final report due on or before September 15, 2025. The summary shall contain the following:
  - An evaluation statement concerning the end product and cost benefits; and a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project.
  - Project personnel identifying the key personnel who worked on the project, together with their job classification, and a brief description of their contribution.
  - Problems – describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.
  - Results – describe the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency's continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.
  - Disclaimer – The final report shall include the following: "*The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control."*
  - Documentation – Attach any relevant documents developed. Examples are new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc.

Contract Term

The operation period of the grant is October 1, 2024 through August 31, 2025.

Project Representatives

The project representatives during the term of this agreement will be:

National City Police Department	Alcoholic Beverage Control
Joseph Camacho, Sergeant	Diana Fouts-Guter, Grant Coordinator
1200 National City Blvd.	3927 Lennane Drive, Suite 100
National City, CA 91950	Sacramento, CA 95834
(619) 336-4436	(916) 928-9807
jcamacho@nationalcityca.gov	Diana.fouts-guter@abc.ca.gov

National City Police Department	Alcoholic Beverage Control
Ron Gutlay	Kristine Okino, Grant Fiscal Analyst
1200 National City Blvd.	3927 Lennane Drive, Suite 100
National City, CA 91950	Sacramento, CA 95834
(619) 336-4517	Kristine.okino@abc.ca.gov
rgutlay@nationalcityca.gov	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

INVOICING AND PAYMENT

- For services satisfactorily rendered, and upon receipt and approval of services, Alcoholic Beverage Control agrees to compensate for approved reimbursable costs of personnel overtime and benefits (actual cost) and travel.

- Invoices shall clearly reference the agreement number 25-OTS116 and must not exceed the total authorized contract amount of $40,000.00. Invoices shall be submitted on a bi-monthly basis, on the prescribed form designed by ABC.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grants Fiscal Analyst
3927 Lennane Drive, Suite 100
Sacramento, CA 95834

- This grant is only for overtime compensation and travel for training held on October 15, 2024 only.

- In accordance with State of CA travel policy, agencies are eligible to receive reimbursement for travel expenses incurred for training on October 15, 2024.
https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203

- Payment shall be made in arrears within 45 days from the receipt of an undisputed invoice.

- Contractor understands in order to eligible for reimbursement; cost must be incurred on or after the effective date of the project, October 1, 2024 and on or before the project termination date, August 31, 2025.

- Contractor understands any other costs incurred by contractor, other than attendance at initial training and/or personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of contractor.

BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to contractor or to furnish any other considerations under this agreement and contractor shall not be obligated to perform any provisions of this agreement.

- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to contractor to reflect the reduced amount.

PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.

3. ASSIGNMENT: This agreement is not assignable by the contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by contractor in the performance of this agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this agreement and be relieved of any payments should the contractor fail to perform the requirements of this agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the contractor under this agreement and the balance, if any, shall be paid to the contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section

12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this agreement, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2,§11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this agreement.

13. COMPENSATION: The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the contractor shall comply with the requirements of the Government Codes Sections set out below.

    a) The Government Code Chapter on Antitrust claims contains the following definitions:

        i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code
        ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c) If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this contract includes services in excess of $200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a) If for this contract contractor made a commitment to achieve small business participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this

contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b) If for this contract contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

Contractor Certifications: By signing this agreement, contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL'S MINOR DECOY/SHOULDER TAP GRANT PROJECT FUNDS IN THE AMOUNT OF $40,000.00, FUNDED BY THE CALIFORNIA OFFICE OF TRAFFIC SAFETY THROUGH THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION, AND AUTHORIZING THE ESTABLISHMENT OF A FISCAL YEAR 2025 APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF $40,000.

WHEREAS, the Department of Alcoholic Beverage Control ("ABC"), sponsored by the Office of Traffic Safety ("OTS"), through the National Highway Traffic Safety Administration ("NHTSA"), requested applications from local law enforcement agencies for the awarding of up to $40,000 as part of an ABC-OTS Local Law Enforcement Grant (the "Grant") to be utilized towards Minor Decoy Program operations, Shoulder Tap Program operations, IMPACT Program operations and Holiday Enforcement operations; and

WHEREAS, the National City Police Department ("NCPD") submitted an application to ABC to be considered for this Grant; and

WHEREAS, ABC selected and awarded the NCPD with $40,000 as part of the Grant; and

WHEREAS, NCPD will utilize the Grant as follows: (a) performing Minor Decoy Program operations; (b) performing Shoulder Tap Program operations; (c) performing IMPACT Program operations; and (d) performing Holiday Enforcement operations.

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 Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project in the amount of $40,000, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration.

Section 2: That the City Council authorizes the establishment of a Fiscal Year 2025 appropriation and a corresponding revenue budget in the amount of $40,000.

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 3rd day of December, 2024

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

CITY OF NATIONAL CITY
Department of Alcoholic Beverage Control's ABC-OTS Grant Program
FY 2025

FROM:

290-70-21-21723-3463	OTHER STATE GRANTS	40,000.00	
			40,000.00
		TOTAL REVENUE	

TO:

		FY25	
290-70-21-21723-6102-	OVERTIME PAY	35,258.14	
290-70-21-21723-6140-	WORKERS' COMPENSATION	3,430.62	
290-70-21-21723-6161-	MEDICARE	511.24	
290-70-21-21723-7226-	TRAVEL, TRAINING	800.00	
	TOTAL - SALARIES, BENEFITS & TRAVEL		40,000.00
		TOTAL EXPENDITURE	

TOTAL
40,000.00
40,000.00

AGENDA REPORT

Department: **Community Services**
Prepared by: **Joanne McGhee, Acting Community Services Manager**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Second Amendment to the Maintenance and Operating Agreement Between the City of National City and A Reason to Survive (ARTS)

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Enter into the Second Amendment to the Agreement Between the City of National City ("CITY") and A Reason to Survive ("ARTS") for the Maintenance and Operation of the Arts Center Located at 200 East 12th Street in National City."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City of National City owns the property located at 200 East 12th Street in National City. This real property is commonly known as the Arts Center Building.

The City entered into an agreement with A Reason to Survive (ARTS) from January 1, 2022 through December 31, 2022 and approved the first amendment to extend the agreement for an additional two-year term (January 1, 2023 through December 31, 2024) for the Maintenance and Operation of the Arts Center in exchange for maintaining the Arts Center for the benefit of residents and visitors. Additionally, ARTS shall provide capital projects and programming services within the jurisdictional boundaries valued at $125,000.00. Of the $125,000, ARTS must obtain at least $25,000 for the Projects and Programs through fundraising. Staff is recommending to extend the agreement for an additional two-year term in order to further engage the community and foster the City's General Plan by developing a cultural arts program that encourages and facilitates the development of art in public spaces and promoting greater awareness of architectural, urban design and cultural heritage.

FINANCIAL STATEMENT:
There is no fiscal impact to the General Fund. ARTS' $125,000 lease obligation is fulfilled in projects and programs to the benefit of the municipality.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – A Reason to Survive December 2021 Agreement
Exhibit B – First Amendment to December 2021 Agreement
Exhibit C – Second Amendment to December 2021 Agreement
Exhibit D – Resolution Second Amendment to Agreement ARTS

AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
A REASON TO SURVIVE

THIS AGREEMENT is entered into on this 7 day of December, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and A REASON TO SURVIVE (the "ARTS").

RECITALS

WHEREAS, the CITY owns the improved real property located at 200 East 12th Street, National City, California. This real property is commonly known as the Arts Center Building (the "ARTS CENTER"). A description of the ARTS CENTER is attached hereto as Exhibit "A" and Exhibit "B", incorporated herein by reference;

WHEREAS, one of the goals of the CITY's General Plan is to develop a cultural arts program that that encourages and facilitates the development of art in public spaces and promotes greater awareness of architectural, urban design, and the cultural heritage of the CITY;

WHEREAS, ARTS is a California non-profit corportation skilled in creating public art, including capital arts projects;

WHEREAS, the CITY desires to employ ARTS to maintain the ARTS CENTER for the benefit of the community and ARTS is willing and able to maintain the ARTS CENTER for such purpose;

WHEREAS, in exchange for maintaining the ARTS CENTER for the benefit of residents and visitors, the CITY desires to grant ARTS a revocable license to enter and operate the ARTS CENTER located at 200 East 12th Street, National City, California;

WHEREAS, the CITY previously entered into a similar arts maintenance agreement with ARTS which commenced on January 1, 2018 and expires on December 31, 2021;

WHEREAS, the CITY wishes to enter into this new agreement for continued arts maintenance with ARTS.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage ARTS to maintain and operate the real property located at 200 East 12th Street, National City, California and known as the ARTS CENTER, in accordance with all the terms and

conditions contained herein. ARTS represents that all services shall be performed directly by ARTS or under direct supervision of ARTS.

1.1 **LICENSE FOR USE OF PROPERTY.** The CITY grants ARTS a recovable license to enter and operate the ARTS CENTER, subject to the covenants and conditions hereinafter set forth, as of the Effective Date of this agreement.

1.1.1 Parking. CITY will maintain control of the public parking lot adjacent to the Arts Center. ARTS shall neither have reserved parking nor exclusive on-site parking spaces.

1.2 **OWNERSHIP OF PERSONAL PROPERTY AND IMPROVEMENTS.** The rights and obligations of CITY and ARTS regarding the ownership of personal property and improvements on the property known as the ARTS CENTER shall be as follows:

1.2.1 Ownership of Personal Property. All improvements existing on the property known as the ARTS CENTER, together with all fixtures permanently attached to the property as of the effective date of this agreement shall remain the property of the CITY during the Term. ARTS shall not remove any improvements or fixtures from the property and shall not waste, destroy, or modify any improvements or fixtures, except as permitted by this agreement.

1.2.2 Ownership of Improvements and Equipment. All improvements made to the ARTS CENTER by ARTS shall become property of the CITY.

2. **TERM.** This agreement will become effective on January 1, 2022. The duration of this agreement is for the period of January 1, 2022 through December 31, 2022. This agreement may be extended by mutual agreement upon the same terms and conditions for an additional two (2) year term. CITY and ARTS may exercise up to three two-year extensions. Any extension of this agreement must be approved by resolution of the City Council.

3. **SCOPE OF SERVICES.** It is the intenton of this agreement that the operation of the Arts Center by ARTS will encourage and foster arts education programming, creative youth development, project based learning, and support services for the students and families at the ARTS CENTER, as well as the creation of public art projects in the community.

In exchange for its use of the ARTS CENTER, ARTS shall provide capital projects and programming services (the "Projects and Programs") within National City's jurisdictional boundaries during the Term. Such Projects shall serve as consideration for the use of the property and shall include: a) capital improvements to the ARTS CENTER; b) the performance of works of authorship as described in California Civil Code 980-989 and United States Code Title 17, Article 106(A) and Section 113(d) (hereafter "Public Art"), throughout the community utilizing various media; c) community event banners; d)

public gateway improvements, that may include aspects of Public Art;e) landscape, streetscape, and park improvements; and f) art consultancy, art installation and art maintenance of ARTS-installed temporary art pieces done on behalf of and for the benefit of the City of National City or National City programs such as, but not exclusively limited to, the annual Dia de los Muertos and Community Services Day programs and events. ARTS is not obligated to maintain permanent public art or public art pieces unless the parties agree. The scope of services described in this Article 3 are in addition to all other property maintenance obligations more specifically described herein.

3.1 **VALUE OF PROJECTS AND PROGRAMS**. The annual value of the Projects and Programs shall total at least one hundred and twenty-five thousand dollars ($125,000.00). Of this $125,000, ARTS must obtain at least $25,000 for the Projects and Programs through fundraising.

3.2 **METHOD OF DETERMINING VALUE OF PROJECTS AND PROGRAMS**. The value of all Projects and Programs shall be determined according to a) the dollar value of each Project and Program, as represented by a separate written agreement approved by the City Manager or designee, or b) copies of invoices, receipts, or bills demonstrating the dollar value of materials purchased for a Project and Program. ARTS must promptly make all invoices, receipts, or bills demonstrating the dollar value of materials purchased for a Project or Program available to the City Manager or designee within 3 days of a written request.

3.3 **WAIVER OF ARTISTIC RIGHTS**. ARTS expressly waives and disclaims any residual rights in the Projects and Programs granted to ARTS by state or federal law, including the California Civil Code, Articles 980-989, relating to intellectual property and artistic works and Title 17 United States Code Section 106A and Section 113(d) relating to artistic rights.

3.4 **HOURS OF OPERATION**. ARTS will open the property known as the ARTS CENTER to the public Monday through Friday from 10:00 a.m. to 5:00 p.m.

3.5 **SERVICE FEES**. ARTS shall not provide any programs and services for profit. However, ARTS may charge user fees for classes and programs offered to school groups and the community to offset costs incurred by ARTS in its maintenance and operation of the ARTS CENTER. Any fees charged this Article 3.5 must be approved by the City Manager or designee. There will no fee for the public to gain access to the ARTS CENTER during the hours of operation listed in Article 3.4.

3.6 **REPORTING BY ARTS**. ARTS shall provide quarterly reports to the City Manager, or designee, that provide Statistical Information (defined below) for the immediately preceding quarter. Each quarterly report shall contain, at a minimum, the total number of a) National City residents who participated in ARTS' Projects or Programs; b) participants and volunteers who participated in ARTS' Projects or Programs; c) all events and programs coordinated; d) the capital projects completed. The quarterly reports shall also include reports on ARTS' operating and maintenance

plans, long-term and short-term goals, and any other pertinent statistics. The information required to appear in the quarterly reports by this Article 3.6 will be referred to as "Statistical Information." Each quarterly report will include all previous quarters' Statistical Information", if any. ARTS will deliver the quarterly report to the City Manager or designee within 30 days of the end of each quarter.

3.7 **ANNUAL BUDGET**. ARTS shall provide the City Manager, or designee, with a courtesy copy of the proposed budget for ARTS' estimated maintenance and operating expenses for the ARTS CENTER by July 1 of each year during the Term. ARTS shall provide to the City Manager or designee, an audited financial report and tax return, ninety (90) days following June 30 of each year during the Term.

3.8 **VOLUNTEER MANAGEMENT**. ARTS may utilize volunteers to operate the ARTS CENTER, and in providing the Projects and Programs required by this agreement. ARTS is responsible for recruiting, training, and managing all volunteers on the property. Volunteers are considered the responsibility of ARTS for the purpose of workers compensation or general liability.

3.9 **ALCOHOL USE**. ARTS or third parties with permission from ARTS, may, hold events at the ARTS CENTER where alcoholic beverages are served. Alcoholic beverages shall be served subject to the following requirements.

(a) Alcohol will not be served during youth programming under any circumstance.
(b) Alcohol will be served in limited areas of the ARTS CENTER designated by ARTS in advance of any event and approved by the City Manager or designee.
(c) Alcoholic beverages must be served by a licensed bartender,. The bartender must have a copy of their bartender's license located at the property.
(d) The event host must obtain approval from the California Department of Alcoholic Beverage Control to serve alcohol.
(e) The event host is responsible for all guests' behavior during and following the service of alcohol.
(f) "Last call" for service of alcohol shall be at least thirty (30) minutes prior to the scheduled end of the event.
(g) When third parties (with permission from ARTS) serve alcoholic beverages, the following additional requirements shall apply:

1. The third party shall provide the CITY proof of liability insurance acceptable to the City's Risk Manager;
2. The third party shall provide two licensed security guards for every 100 guests registered to attend the event;
3. ARTS shall reserve the authority to immediately terminate an event if ARTS determines, in its sole discretion, the

third party has not complied with any requirements of this Article 3.9.

4. ARTS shall provide the CITY a copy of their third party rental agreement template for approval.

4. **CONSIDERATION**. ARTS' payment of $1.00 to the CITY, in addition to ARTS' provision of Projects and Programs under Article 3 of this agreement and the mutual benefit to be derived from ARTS' performance under the remainder of this agreement, shall serve as the sole consideration due the CITY for ARTS license to use and operate the ARTS CENTER.

5. **OWNERSHIP RIGHTS AND LICENSES TO ARTWORK: WAIVER**. Through its provision of Projects and Programs to the CITY, ARTS makes an unconditional donation, in perpetuity, of all Public Art created to the CITY. ARTS acknowledges that the CITY is authorized to accept donations of Public Art pursuant to Sections 37354 and 37355 of the Government Code. Before beginning each Project or Program that contains Public Art, ARTS and all individuals participating in the Project or Program must sign a CITY-approved waiver that expressly waives and disclaims any and all rights they each may have under the California Art Preservation Act, as set forth in Civil Code Section 980-989, and any rights under the Visual Artists Rights Act, as set forth at 17 U.S.C. Section 106A and Section 113(d) to any Public Art created pursuant to this agreement. ARTS, and all participants who create Public Art, shall not attempt to defeat Sections 3.2.3 and 9.2 by cooperating with any organization which seeks to bring an action under Civil Code Article 989 or any other applicable provision of law.

5.1 **OWNERSHIP OF MATERIALS**. Ownership of all materials and concepts produced for the CITY under this agreement, including but not limited to completed Projects, and all rights to licensing and reproductions of Public Art, shall pass to and become the property of the CITY once the CITY accepts the completed Project. The CITY, at its option, will store all drawings and materials that may assist with future repairs.

5.2 **ASSIGNMENT**. ARTS hereby assigns to the CITY all rights to produce, give, sell, and distribute still or motion images and models or other likeness of any kind of Public Art but shall exercise no rights thereto inconsistent with any provision of this Article 5.0. Any Memoranda, Reports, Maps, Drawings, Renderings, Photos, Plans, Specifications, and other documents prepared by ARTS for any Project or Program, whether paper or electronic, shall become the property of the CITY for use with respect to the specific Project or Program provided to the CITY, and shall be turned over to the CITY upon completion of the Project or Program, or any phase thereof, as contemplated by this Agreement.

5.3 **SURVIVAL**. The provisions of Article 5.0 to 5.2 shall survive the termination of this agreement.

6. **COMPLIANCE WITH LAWS.** ARTS, at its sole discretion, shall procure, maintain, and hold available for the CITY's inspection any governmental license or permit required for the proper and lawful conduct of ARTS' operation of the ARTS CENTER. ARTS shall not use the ARTS CENTER for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the CITY, or of other lawful authorities. ARTS shall, at its sole expense, comply with all applicable statutes, laws, ordinances, rules, regluations, orders, covenants and restrictions of record, and requirements in effect during the Term regulating the use by ARTS of the ARTS CENTER.

7. **UTILITY SERVICES**. The CITY shall be responsible for maintaining reasonable utility services to the ARTS CENTER. The CITY shall pay for Twenty Thousand dollars ($20,000) worth of electricity and reasonable water usage at the property known as the ARTS CENTER. ARTS shall pay for all costs of electricity that exceeds the sum listed in this Article 7. If the CITY determines, in its sole discretion, that ARTS is negligent in its use of the utilities, including water usage, the CITY may hold a good faith meet and confer meeting with ARTS to discuss its utilities usage.

8. **ARTS REPAIRS AND MAINTENANCE OBLIGATIONS**. ARTS acknowledges that it has made a thorough inspection of the ARTS CENTER and that it accepts the property "as-is" as of the Effective Date of this agreement. At ARTS' own cost and expense, ARTS shall repair, replace, and maintain the ARTS CENTER in good, tenable condition as necessary. ARTS shall not be obligated to repair or replace damage to the Property caused by ordinary wear and tear. ARTS shall maintain the property in an accessible manner for use by individuals with disabilities and comply with federal and state law regarding accessibility, including but not limited to the Americans with Disabilities Act and the California's Disabled Persons Act. Other than repair work in emergency situations, not exceeding Three Thousand Dollars ($3,000), ARTS shall not perform any repair work without the CITY's prior written consent. As used in this Article 8, "emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. All emergency repairs performed by the CITY on the property known as the ARTS CENTER are governed by Public Contract Code Section 22050. ARTS' obligations under this Article shall apply regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, the fault or not the fault of ARTS, its agents, employees, volunteers, invitees, visitors, or contractors. All replacements made by the ARTS shall be of like size, kind, and quality to the items replaced.

8.1 **CITY REPAIR AND MAINTENANCE OBLIGATIONS**. For any repair and maintenance work exceeding Three Thousand Dollars ($3,000), the CITY will consider the nature and priority of the work and available funding to determine if and when such repairs will be completed.

8.2 **CITY RIGHT TO INSPECT**. ARTS shall permit the CITY to enter

the ARTS CENTER at all times during usual hours of operation to inspect the property. Any entry pursuant to this Article 8.2 shall not unreasonably interfere with with ARTS operation of the ARTS CENTER. However, nothing contained in this Article 8.2 shall create any duty on the part of the CITY to do any work which, under any provision of this agreement ARTS may be required to do.

9. **ALTERATIONS**. ARTS may alter, replace, add to, change, or construct additional improvements to the ARTS CENTER, as ARTS may find necessary or convenient for its operation of the property. Any alteration performed by ARTS under this Article 9 shall be performed: a) ARTS' sole cost and expense; b) with the CITY's prior written consent; and c) in accordance with construction plans submitted to and approved by the CITY.

9.1 **CONSTRUCTION PERMITS AND LICENSES**. At all times during the Term, ARTS shall procure, at its sole cost and expense, all permits and licenses that are necessary or required from any local governmental agency for the proposed construction of any alterations. The CITY may, in its sole disrection, waive CITY permitting fees where applicable.

9.2 **PROPOSED PLANS**. In its sole discretion, the CITY may require ARTS to do any of the following: a) submit a complete set of proposed plans of any alterations to the CITY; b) apply for and receive a permit from the Building Department to complete any alterations; c) within sixty (60) days of a written request, furnish CITY with a complete set of "as-built" plans for any CITY-approved alterations.

9.3. **PREVAILING WAGES**. ARTS shall comply with prevailing wage statutes for any work not performed by volunteers. 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.

10. **MECHANICS' LIENS: STOP NOTICES**. ARTS shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at time and place of construction, done by it, or caused to be done by it, on the property known as the ARTS CENTER, and for all materials furnished for, or in connection with any such work. If any lien or stop notice is filed against the property known as the ARTS CENTER, ARTS shall cause the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. ARTS shall indemnify, defend, and hold the CITY harmless from any and all liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers, materialmen, or others for work performed, or materials or supplies furnished for ARTS or persons claiming under ARTS.

10.1 **NOTICE OF LIEN OR STOP NOTICE**. Should any claim of lien or stop notice related to ARTS' work of improvement of the property be filed against the property, or any action be filed against the property, or any action affecting the title to the property be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.

10.2 **NOTICE OF NON-RESPONSIBILITY**. The CITY or its representatives shall have the right to post and keep posted on the property notices on non-responsibility or such other notices which the CITY may deem to be proper for the protections of the CITY's interest in the property. ARTS shall, before the commencement of any work which might result in any such lien or stop notice, give to the CITY written notice of its intention to do so with sufficient time to enable positing of such notices.

11. **DEFINITION OF TAXES**. "Taxes" shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to: (a) any state, local, federal income tax, or any real or personal property ta;, (b) increases in taxes attributable to ARTS' operation of the property, or; (c) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the property.

11.1 **POSSESSORY INTEREST**. Notwithstanding Articles 1 to 1.2, ARTS acknowledges that this agreement may create a possessory interest subject to property taxaton and that ARTS may be subject to the payment of taxes levied on such interest. ARTS shall pay, before delinquency, all taxes, assessments, and fees assessed or levied opon the property.

11.2 **RESPONSIBILITY FOR PAYMENT OF TAXES**. The CITY shall not be obligated to pay any Taxes accruing against any interest in ARTS' use of the property at any time before or during the Term. ARTS shall pay any Taxes that accrue against any interest in ARTS' use of the property. Additiontally, ARTS shall pay any Taxes levied upon any improvements, fixtures, or personal property located on the property to the extent such Taxes results from ARTS operation or other activities held upon, or in connection with, the property.

12. **PROJECT COORDINATION AND SUPERVISION**. The Library & Community Services Director hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this agreement. ARTS shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this agreement for the ARTS. The ARTS Executive Director thereby is designated as the Project Director for the ARTS.

13. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, ARTS 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 ARTS' performance or other obligations under this Agreement, or arising either directly or indirectly from, any act, error, omission, or negligence of ARTS or its contractors, licensees, inmvitees, members, agents, servants or employees; 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 CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and ARTS 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.

13.1 **THIRD PARTY INDEMNITY**. ARTS shall not invite third party organizations onto the property known as the ARTS CENTER until said third party organization furnishes CITY a written agreement in which it indemnifies and holds CITY harmless, upon terms satisfactory to CITY.

13.2 **WAIVERS FROM THIRD PARTIES**. ARTS agrees to obtain from all guests, invitees, or third party organizations whose participants visit the property, a waiver of liability and hold harmless agreement upon terms satisfactory to the CITY.

14. **INSURANCE.** ARTS, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, and third party organizations ARTS invites onto the property 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. The Commercial General Liability required by this Section must include Sexual Misconduct Liability coverage.

(d) **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of ARTS 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.

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

(f) 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 (h) below, of cancellation or material change.

(g) If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CITY 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.

(h) The Certificate Holder for all policies of insurance required by this Section shall be:

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

(i) 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.

(j) 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 ARTS does not keep all insurance policies required by this Article 14 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.

(k) 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 Article 14, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(l) If ARTS 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 ARTS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

15. **LEGAL FEES.** If any CITY or ARTS brings a suit or action against the other 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.

16. **TERMINATION.**

(a) This agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to ARTS. During said 60-day period ARTS 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 ARTS 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 ARTS as provided for herein.

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

17. **HAZARDOUS MATERIALS LAWS**. As used in this Article 17, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Property, soil and ground water conditions, or other similar substances or conditions. The following legal authority is a non-exhaustive list of the legal authority that applies to the definition of the term "Hazardous Materials Laws": the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 et seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C., Section 1801 et seq.); and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., Section 6901 et seq.).

17.2 **HAZARDOUS MATERIALS DEFINITION**. As used in this Article the term " Hazardous Materials" means any chemical, compound, material, substance or other matter that:

(a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

(b) is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

(c) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or;

(d) is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or the ARTS with respect to any third person under any Hazardous Materials Law.

17.3 **ARTS REPRESENTATIONS AND WARRANTIES**. ARTS represents and warrants that, during the Term or any extension thereof, ARTS shall comply with the following provisions of this Article unless otherwise specifically approved in writing by the CITY, subject to the terms and conditions of the ARTS' maintenance obligations provided elsewhere in this Agreement:

(a) ARTS shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the property by ARTS, its agents, employees, assigns, contractors or invitees, except as required by ARTS' permitted use of the propertyy in the normal course of operations;

(b) Any handling, transportation, storage, treatment, or usage by ARTS of Hazardous Materials that is to occur on the property following the Effective Date shall be in compliance with all applicable Hazardous Materials Laws;

(c) Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Property following the Effective Date shall be promptly and thoroughly cleaned and removed

from the Property by ARTS at its sole expense, and any such discharge shall be promptly reported in writing to the CITY, and to any other appropriate governmental regulatory authorities;

(d) No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by ARTS on the property;

(e) No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by ARTS on the property without the CITY's prior written consent.

(f) ARTS shall promptly supply the CITY with copies of all notices, reports, correspondence, and submissions made by ARTS to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and

17.4 ARTS shall promptly notify the CITY of any liens threatened or attached against the Property pursuant to any Hazardous Materials' Law. If such a lien is filed against the Property, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Property pursuant to the lien, ARTS shall either:

(a) pay the claim and remove the lien from the Property, or ·

(b) furnish either: (1) a bond or cash deposit reasonably satisfactory to the CITY in an amount not less than the claim from which the lien arises, or; (2) other security satisfactory to the CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises.

17.5. At the end of this agreement, ARTS shall surrender the property to the CITY free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Property.

18. ARTS shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this agreement without the CITY's prior written consent. Any attempted assignment or transfer without the CITY's prior written consent shall be void.

18.1 ARTS may engage third party organizations to provide special services or programming at the Property if: a) CITY consents, in writing, to the third party organizations' proposed use of the Property and; b) the third party organization obtains policies of insurance acceptable to the City's Risk Manager and Article 14 of this agreement.

19. **EVENTS OF DEFAULT; REMEDIES**. The following sub-articles shall apply if either ARTS or the CITY neglects, fails to perform, or fails to observe any of their respective obligations under the terms, covenants, or conditions contained in this agreement ("Default"):

19.1 **THIRTY-DAY CORRECTION OF DEFAULT**. If either ARTS or the CITY determines that the other party is in default, then the non-defaulting party must provide the defaulting party written notice of the Default and thirty (30) days to correct the default.

19.2 **EXTENDED CORRECTION OF DEFAULT**. If the defaulting party determines that more than thirty (30) days is required to correct the Default, the defaulting party must provide the other party written notice of the reasons why additional time is required to correct such Default. The defaulting party must use diligent efforts to correct a Default under this Article 13.1.2 and, in any case, must correct such Default within ninety (90) days from the date of the written notice of default.

19.3 **REMEDIES FOR FAILURE TO CORRECT DEFAULT**. If the defaulting party fails to comply with Article 19.1. or 19.2, then the non-defaulting party may immediately terminate this agreement. The defaulting party shall be liable to the non-defaulting party for any and all damages sustained by the non-defaulting party as a result of the defaulting parties' breach.

20. **ABANDONMENT**. ARTS shall not vacate or abandon the property at any time during the Term nor permit the property to remain unoccupied for a period of longer than five (5) consecutive days during the term of this agreement. These provisions shall not apply if the property is closed and operation is temporarily discontinued therein on account of strikes, lockouts, acts of nature, or similar causes beyond the reasonable control of ARTS. Any exceptions must be submitted in writing to the City Manager or designee for approval.

21. **ARTS' DUTY TO REPAIR CASUALTY**. ARTS shall, as expeditiously as reasonably possible, repair any damages to the property caused by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), and repair, restore, and replace any such damaged or destroyed Fixtures, Improvements or Personal Property ("Casualty Repairs"). Any Casualty Repairs made are: (a) to be performed at ARTS' sole cost and expense; (b) subject to all other terms and conditions of this agreement.

21.1 **CONSTRUCTION PROVISIONS**. In the event of any reconstruction of the property, fixtures or improvements required of ARTS pursuant to this Article, ARTS shall repair the property, and repair or rebuild such fixtures and improvements, to substantially the same condition they were in immediately preceding such casualty.

21.2 **NO ABATEMENT**. In the event of reconstruction, replacement, or repair by ARTS pursuant to this Article, ARTS shall continue its operations on the property during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. ARTS shall not be entitled to any compensation or damages from CITY for: (a) loss of use of the whole or any part of the property; (b) ARTS' Personal Property; or

(c) any inconvenience or annoyance occasioned by such damage, reconstruction, or replacement.

21.3 **MAJOR DESTRUCTION**. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Effective Date, (a) the improvements are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (b) the damage is such that the improvements cannot be repaired and restored within one hundred and eighty (180) days after the casualty, then ARTS shall have the right to terminate this agreement upon thirty (30) days' prior written notice to the CITY.

22. **CONDEMNATION**. ARTS may terminate this agreement within twenty (20) days after the date that a condemning authority (by a party other than the CITY) takes possession of the property by delivery of written notice of such condemnation if: (a) all of the property is taken under eminent domain proceedings; or (b) less than all of the property is taken under such eminent domain proceeding and the part taken substantially impairs the ability of ARTS to use the remainder of the property for the purposes permitted by this agreement.

22.1 In the absence of such written notice from a condemning authority, ARTS may terminate this agreement within twenty (20) days after the condemning authority shall have taken possession.

22.2 **CONTINUATION OF OPERATING AGREEMENT AFTER CONDEMNATION.** If this agreement is not terminated by ARTS, it shall remain in full force and effect as to any portion of the property remaining, and this agreement will end as of the date possession of the part taken by the public entity as to the part of the property that is taken.

22.3 **AWARD**. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to ARTS for any award not provided by the condemning authority.

23. **SALE OR MORTGAGE**. The CITY may, pursuant to existing and subsequently enacted CITY ordinances and State laws, at any time, and without the consent of ARTS, vacate, sell, purchase, exchange, transfer, assign, lease, encumber or convey the CITY's interest in whole or in part, in the property (collectively referred to in this Article as a "Sale"). The CITY shall provide to ARTS written notice of the CITY's intent to a Sale or discontinuance pursuant to this Article at least ninety (90) days prior to said proposed transfer.

23.1 **RELEASE ON SALE**. From and after a Sale or discontinuance of the CITY's entire interest in the Property, the CITY shall be released from all liability to ARTS and ARTS successors and assigns arising from this Agreement because of any act, occurrence, or omission of the CITY occurring after such Sale.

24. **RIGHT OF ENTRY**. CITY, its agents, employees, and contractors may enter the Property at any time with or without notice to ARTS to: (a) respond to

health and safety concerns; (b) inspect the property and improvements; (c) determine whether ARTS is complying with its obligations in this Agreement (including its obligations with respect to compliance with Hazardous Materials Laws); (d) post notices of non-responsibility or similar notices; (e) inspect the progress of construction of any improvement; or (f) make repairs that this agreement requires or allows CITY to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Property

24.1 All work enumerated in this Article 24 must be done as promptly as reasonably possible and so as to cause as little interference to ARTS as reasonably possible.

25. **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:

CITY: City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

With a copy to:

Library & Community Services Director
City of National City
1401 National City Boulevard
National City, CA 91950

ARTS:A Reason to Survive, Inc.
Executive Director
200 East 12th Street
National City, CA 91950

25.1 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 Article.

26. **ARTS' DUTY TO KEEP RECORDS**. ARTS shall, at all times during the term, and for a period of five (5) years following expiration or earlier termination of this agreement, keep or cause to be kept, true and complete books, records and accounts of all: (a) construction undertaken pursuant to the rights conferred on ARTS under this agreement, and (b) financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this agreement. Such records shall also include the source and disposition of all trash and other waste collected and disposed of by ARTS in the operation of its business. Said records must be supported by source documents such as receipts, invoices, sales slips, cash register tapes, purchase invoices or other pertinent documents.

26.1 **CITY'S RIGHT TO AUDIT**. All ARTS books, accounts, and records shall be kept and made available at one location within the limits of the County of San Diego. The CITY shall have the right at any reasonable time to examine and perform audits of ARTS' records pertaining to (a) construction undertaken pursuant to the rights conferred on ARTS under this Agreement, and (b) its operations on the Property, including , without limitation , any records pertaining to ARTS' use of utilities on the Property. The cost of said audits shall be borne by the CITY, except that ARTS shall provide to the CITY, at ARTS' expense, necessary data to enable the CITY to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Agreement and to ARTS' use of the Property.

27. **ADMINISTRATIVE PROVISIONS.**

A. **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.
B. **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.
C. **Assignment & Assumption of Rights**. ARTS shall not assign this agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.
D. **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.

E. **Authority**. ARTS represents and warrants that it has full power and authority to execute and fully perform its obligations under this agreement pursuant to its governing instruments, without the need for any further action, and that the person executing this agreement on behalf of ARTS is the duly designated agent of ARTS and is authorized to do so.

F. **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.

G. **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.

H. **Conflict of Interest and Political Reform Act Obligations**. During the term of this agreement, ARTS 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. ARTS shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. ARTS shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which ARTS has a financial interest as defined in Government Code Section 87103. ARTS 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.

I. **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.

J. **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.

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. **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.

M. **Force Majeure**. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party' s reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, acts of terrorism, civil commotion and fire or other casualty, legal actions attacking the validity of this agreement or the CITY or ARTS' operations of the property, or any other casualties beyond the reasonable control of either party ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency , or other financial inability on the part of either party hereto.

N. **Independent Contractor**. ARTS acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this agreement; and that it, as well as any persons, contractors or agents it may employ, are not employees of CITY for any purpose.

O. **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.

P. **Partial Invalidity**. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

Q. **Subcontractors or Subconsultants**. The CITY is engaging the services of the ARTS identified in this agreement. ARTS 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, or within the terms of this agreement. 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,

provision shall be valid and enforceable to the fullest extent permitted by law.

Q. **Subcontractors or Subconsultants.** The CITY is engaging the services of the ARTS identified in this agreement. ARTS 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, or within the terms of this agreement. 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 and the indemnification and hold harmless provisions of this Agreement.

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

S. **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.

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

CITY OF NATIONAL CITY

By: [redacted]
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

By: [redacted]
Gabriela Torres
Deputy City Attorney

A REASON TO SURVIVE (ARTS)
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)

JAMES HALLIDAY
(Print)

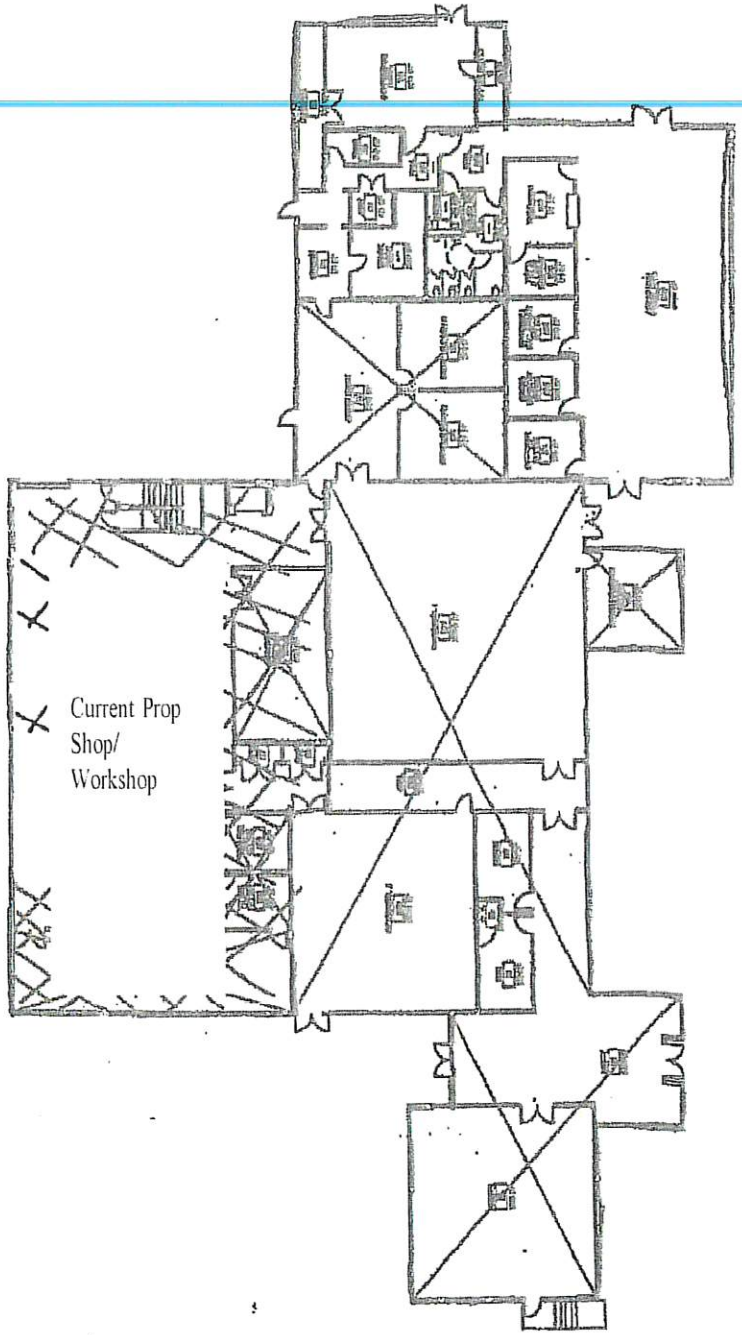
EXECUTIVE DIRECTOR
(Title)

By: [redacted]
(Name)

Jacqueline Reynoso
(Print)

Board Chairwoman
(Title)

EXHIBIT A



ARTS Center

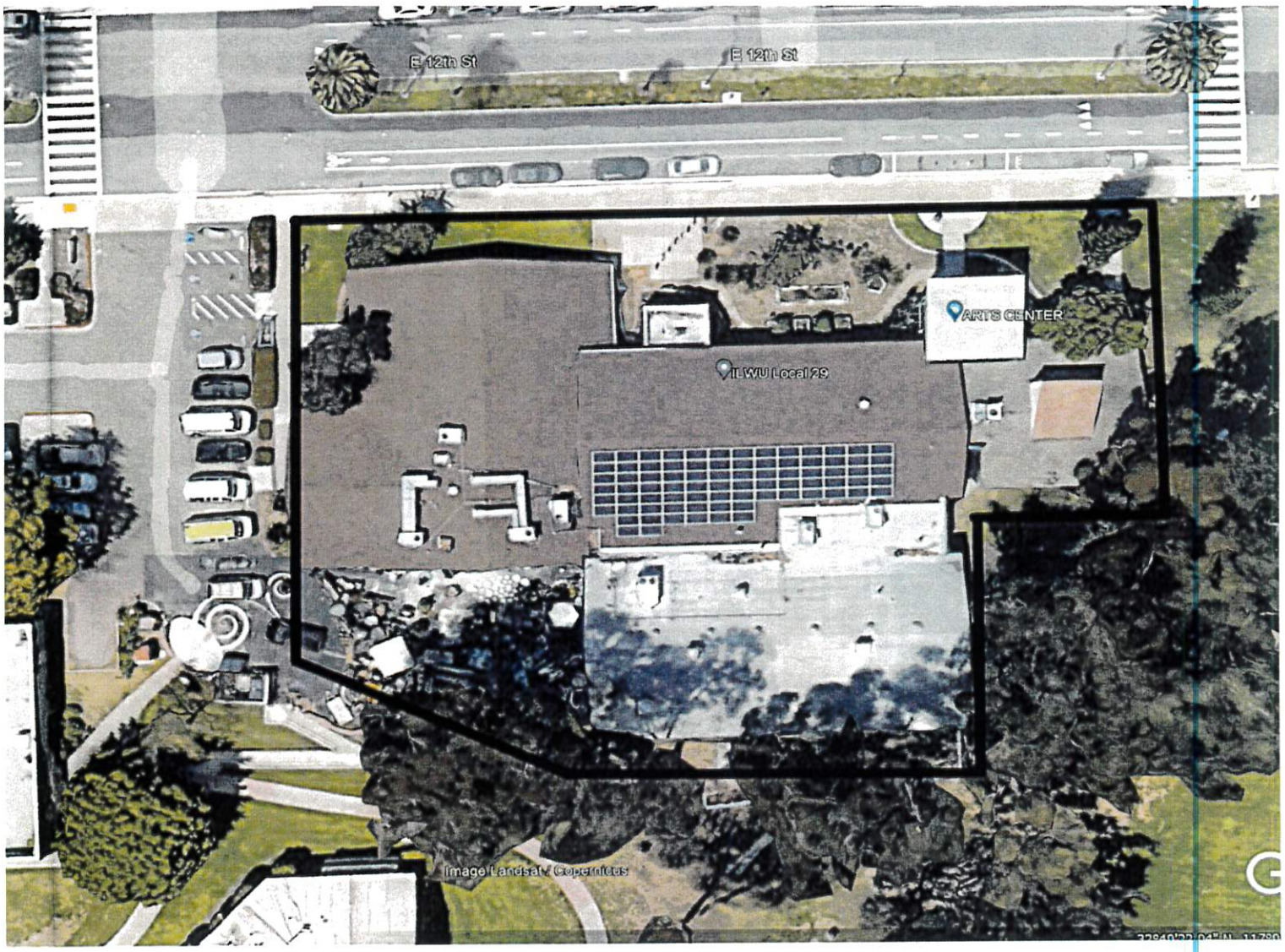


EXHIBIT B - ARTS CENTER, 200 East 12th Street, National City CA

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
A REASON TO SURVIVE

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into on this 1st day of November, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and A REASON TO SURVIVE ("ARTS"), a California non-profit corporation.

RECITALS

WHEREAS, the CITY owns the improved real property located at 200 East 12th Street, National City, California. This real property is commonly known as the Arts Center Building ("ARTS CENTER"); and

WHEREAS, the CITY and ARTS (collectively referred to as the "parties") entered into an Agreement on December 7, 2021 ("Agreement"), wherein the CITY granted ARTS a revocable license to enter and operate the ARTS CENTER, and ARTS agreed to operate and maintain the ARTS CENTER for the benefit of residents and visitors; and

WHEREAS, originally Article 2, Term, of the Agreement established the term of the Agreement as January 1, 2022 through December 31, 2022; and

WHEREAS, Article 2, Term, of the Agreement establishes the agreement may be extended by mutual agreement for an additional two (2) year term, and the parties may exercise up to three two-year extensions; and

WHEREAS, the parties desire to amend the Agreement by exercising the first (1st) of the three (3) two-year extensions to extend the term of the Agreement to December 31, 2024.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. Term. Pursuant to Article 2 of the Agreement, the CITY and ARTS hereby agree to amend the Agreement by exercising this first (1st) of the three (3) two-year extensions to extend the term of the Agreement to December 31, 2024.

2. Use of Basement. The CITY and ARTS hereby agree to amend Article 1.1, License for Use of Property, by adding Article 1.1.2, Use of Basement, to read as follows:

   The CITY shall maintain access to the basement of the ARTS CENTER. The CITY reserves the right to utilize the basement for storage, as necessary.

3 The parties further agree that, with the foregoing exceptions, each and every other term and provision of the December 7, 2021 Agreement shall remain in full force and effect

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

CITY OF NATIONAL CITY

By _____
Alejandra Sotelo Solis, Mayor

APPROVED AS TO FORM:

By _____
Barry J. Schultz
Interim City Attorney

A REASON TO SURVIVE (ARTS)
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By [redacted]
(Name)

Lauren Lockhart
(Print)

Chair, ARTS Board of Directors
(Title)

By [redacted]
(Name)

JAMES HALLIDAY
(Print)

EXECUTIVE DIRECTOR
(Title)

AMENDMENT TO THE AGREEMENT BY AND BETWEEN
THE CITY OF NATIONAL CITY AND
A REASON TO SURVIVE

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into on this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and A REASON TO SURVIVE ("ARTS"), a California non-profit corporation.

RECITALS

WHEREAS, the CITY owns the improved real property located at 200 East 12th Street, National City, California. This real property is commonly known as the Arts Center Building ("ARTS CENTER"); and

WHEREAS, the CITY and ARTS (collectively referred to as the "parties") entered into an Agreement on December 7, 2021 ("Agreement"), wherein the CITY granted ARTS a revocable license to enter and operate the ARTS CENTER, and ARTS agreed to operate and maintain the ARTS CENTER for the benefit of residents and visitors; and

WHEREAS, originally Article 2, Term, of the Agreement established the term of the Agreement as January 1, 2022 through December 31, 2022; and

WHEREAS, Article 2, Term, of the Agreement establishes the agreement may be extended by mutual agreement for an additional two (2) year term, and the parties may exercise up to three two-year extensions; and

WHEREAS, the First Amendment to the Agreement extended the term of the Agreement to December 31, 2024 and added Article 1.1.2, Use of Basement; and

WHEREAS, the parties desire to amend the Agreement by exercising the second (2nd) of the three (3) two-year extensions to extend the term of the Agreement to December 31, 2026.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. Term. Pursuant to Article 2 of the Agreement, the CITY and ARTS hereby agree to amend the Agreement by exercising this second (2nd) of the three (3) two-year extensions to extend the term of the Agreement to December 31, 2026.

2. The parties further agree that, with the foregoing exceptions each and every other term and provision of the December 7, 2021 Agreement and the First Amendment to the Agreement shall remain in full force and effect

IN WITNESS WHEREOF. the parties here to have executed this Second

Amendment to the Agreement on the date and year first above written

CITY OF NATIONAL CITY

By _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By .
Barry J. Schultz
City Attorney

A REASON TO SURVIVE (ARTS)
(Corporation - signatures of two corporate officers required)
(Partnership or Sole proprietorship - one signature)

By [redacted]
Lucy Eagleson,
ARTS Executive Director

By _____
(Print)

_____
(Title Print)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO ENTER INTO THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY ("CITY") AND A REASON TRO SURVIVE("ARTS") FOR THE MAINTENANCE AND OPERATION OF THE ARTS CENTER LOCATED AT 200 EAST 12TH STREET IN NATIONAL CITY

WHEREAS, the CITY owns the improved real property located at 200 East 12th Street, national City, California. This real property is commonly known as the Arts Center Building (the "ARTS CETNER"); and

WHEREAS, one of the goals of the CITY's General Plan is to develop a cultural arts program that encourages and facilitates the development of art in public spaces and promotes greater awareness of architectural, urban design, and the cultural heritage of the CITY; and

WHEREAS, ARTS is a California non – profit corporation skilled in creating public art, including capital arts projects; and

WHEREAS, the CITY desires to employ ARTS to maintain the ARTS Center for the benefit of the community and ARTS is willing and able to maintain the ARTS Center for such purposed; and

WHEREAS, in exchange for maintaining the ARTS CENTER fort the benefit of residents and visitors, the CITY desires to grant ARTS a revocable license to enter and operate the ARTS CENTER; and

WHEREAS, the CITY entered into an Agreement with ARTS, which commenced on January 1, 2022 and expired on December 31, 2022; and

WHEREAS, the CITY amended the Agreement by extending the term to December 31, 2024; and

WHEREAS, the Parties desire to amend the Agreement by exercising the second two-year extension to extend the term of the Agreement to December 31, 2026.

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 enter into a Second Amendment to the Agreement between the City of National City and ARTS, attached as Exhibit C to the Agenda Report, to extend the term to December 31, 2026.

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

PASSED and ADOPTED this 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: **Engineering and Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Amendments to On-Call Consultant Agreements for City's Capital Improvement Program (CIP)

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute 1) Third Amendments to the Agreements with a) Anser Advisory, b) HDR Engineering, Inc., c) Kimley-Horn and Associates, Inc., d) NV5, Inc., e) WSP USA Inc., and f) STC Traffic, Inc. to Extend the Agreements by One Year; 2) Third Amendments to the Agreements with a) Innovative Construction Consulting Services, LLC and b) KTU&A to Extend the Agreements by One Year and Increase the Not-to-Exceed Amounts by $1,000,000 Each; and 3) Fourth Amendments to the Agreements with a) Chen Ryan Associates, Inc. and b) Project Professionals Corporation to Extend the Agreements by One year and Increase the Not-to-Exceed Amounts by $1,000,000 Each."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services, housing and real estate development services, and environmental compliance services on May 1, 2019.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center to encourage local participation, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline.

Based on the strength of their SOQs, interviews and past performance, the City of National City entered into Agreements with several consultants to provide on-call support services for National City's Capital Improvement Program (CIP). The original Agreements were all for a not-to-exceed amount of $2,000,000 and a term of three years, with the option to extend for two one-year extensions. City staff is working on a new Request for Qualifications to be solicited in 2025 and is requesting to extend terms beyond the initial Agreements by one year to provide a continuation of services for the City's Capital Improvement Program (CIP).

Therefore, based on consultant's performances and quality of work, expiring agreements, increased staffing demands, and to ensure timely completion of CIPs, if approved tonight, action would authorize the City to execute:

Third Amendments to extend terms of the Agreements by one (1) year for the below listed consultants:

1. **Anser Advisory:** Project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

2. **HDR Engineering, Inc.:** Project management; civil engineering; plan reviews; constructability reviews; construction support; long range planning for multiple disciplines; grants management; community outreach and communications

3. **Kimley-Horn and Associates, Inc.:** Project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning on multiple disciplines; grants management; community outreach and communications

4. **NV5, Inc.:** Project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability review; land surveying; environmental assessments; geotechnical; construction support; community outreach and communications

5. **WSP USA Inc.:** Project management; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning on multiple disciplines; grants management; community outreach and communications

6. **STC Traffic, Inc.:** Project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews; constructability reviews; construction support; grants management; community outreach and communications.

Third Amendments to extend the term of the Agreements by one (1) year and increase the not-to-exceed amount of the Agreement by $1,000,000 for total not-to-exceed amount of $5,000,000, for the below listed consultants:

7. **Innovative Construction Consulting Services, LLC:** Project management; engineering construction management; inspection and certified payroll; plan reviews; constructability reviews; community outreach and communications

8. **KTU&A:** Project management; landscape architecture and urban design; transportation planning; geographic information systems; long-range planning for multiple disciplines; grants management; community outreach and communications

Fourth Amendments to extend the term of the Agreements by one (1) year and increase the not-to-exceed amount of the Agreement by $1,000,000 for total not-to-exceed amount of $6,000,000, for the below listed consultants:

9. **Chen Ryan Associates, Inc.:** Project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long range

planning for multiple disciplines; grants management; and, community and communications

10. **Project Professionals Corporation:** Project management; engineering construction management; inspection and certified payroll; plan reviews; constructability reviews; community outreach and communications.

Due to the size and type of projects and the expertise of the consultants, expenditure amounts may vary amongst the firms. Consultant tasks will be performed on an as-needed on-call basis and funded by appropriations approved through CIP and Budget process. The City's 5-Year CIP projects estimated at approximately $73 million in capital improvements over the next five years. The City's implementation rate averages about fifteen projects a year totaling approximately $15.3 million.

The table below shows a summary of the details for each Agreement, including when the original Agreements and subsequent Amendments were authorized by City Council.

Staff is recommending authorizing the Resolution as stated.

FINANCIAL STATEMENT:
Funding appropriated through CIP process.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Amendments
Exhibit B – Resolution

Consultant*	Reso No.	Agreement Start Date/ Amendment End Dates	Original Agreement	First Amendment	Second Amendment	Third Amendment	Total Agreement	Total Expenditures & Encumbrances as of Nov. 2024
Anser Advisory	2019-150	11/5/2019	$2,000,000					
First Amendment	2022-172	11/04/2023		$1,000,000				
Second Amendment	2023-145	11/04/2024			$1,000,000		$4,000,000	
Third Amendment		11/04/2025						$2,295,717.03
HDR Engineering, Inc.	2019-175	12/03/2019	$2,000,000					
First Amendment	2022-172	12/02/2023		$1,000,000				
Second Amendment	2023-163	12/02/2024			$1,000,000		$4,000,000	
Third Amendment		12/02/2025						$3,208,870.31
Innovative Construction (ICCS)	2019-151	11/5/2019	$2,000,000					
First Amendment	2022-172	11/04/2023		$1,000,000				
Second Amendment	2023-145	11/04/2024			$1,000,000		$4,000,000	
Third Amendment		11/04/2025						$250,645
Kimley-Horn and Associates Inc	2020-11	01/21/2020	$2,000,000					
First Amendment	2022-172	01/20/2024		$1,000,000				
Second Amendment	2023-163	01/20/2025			$1,000,000		$4,000,000	
Third Amendment		01/20/2026						$1,416,994.50
KTU&A	2019-176	12/03/2019	$2,000,000					
First Amendment	2022-172	12/02/2023		$1,000,000				
Second Amendment	2023-163	12/02/2024			$1,000,000		$4,000,000	
Third Amendment		12/02/2025						$838,408.20
NV5, Inc.	2019-177	12/03/2019	$2,000,000					
First Amendment	2022-172	12/02/2023		$1,000,000				
Second Amendment	2023-163	12/02/2024			$1,000,000		$4,000,000	
Third Amendment		12/02/2025						$2,980,008.36
WSP USA Inc.	2019-178	12/3/2019	$2,000,000					
First Amendment	2022-172	12/2/2023		$1,000,000				
Second Amendment	2023-163	12/2/2024			$1,000,000		$4,000,000	
Third Amendment		12/2/2025						$2,008,452.45

Consultant*	Reso No.	Agreement Start Date/ Amendment End Dates	Original Agreement	First Amendment	Second Amendment	Third Amendment	Total Agreement	Total Expenditures & Encumbrances as of Nov. 2024
STC Traffic, Inc.	2019-164	11/19/2019	$2,000,000					
First Amendment	2022-172	11/18/2023		$1,000,000				
Second Amendment	2023-145	11/18/2024			$1,000,000		$4,000,000	
Third Amendment		11/18/2025						$2,486,808.26
Chen Ryan Associates, Inc.	2019-163	11/19/2019	$2,000,000					
First Amendment	2021-122	Funds Only		$1,000,000				
Second Amendment	2022-172	11/18/2023			$1,000,000			
Third Amendment	2023-145	11/18/2024				$1,000,000	$5,000,000	
Fourth Amendment		11/18/2025						$611,819.00
Project Professionals Corp.	2019-152	11/5/2019	$2,000,000					
First Amendment	2021-121	Funds Only		$1,000,000				
Second Amendment	2022-172	11/04/2023			$1,000,000			
Third Amendment	2023-145	11/04/2024				$1,000,000	$5,000,000	
Fourth Amendment		11/05/2025						$351,538.61

THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND ANSER ADVISORY

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and ANSER ADVISORY, a limited liability company (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2019-150 approving an agreement (the "Agreement") with the CONSULTANT (through its predecessor in interest, DHS Consulting, LLC) for the term of November 5, 2019 through November 4, 2022, wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications, for a not-to-exceed amount of $2,0000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2022-172 approving the First Amendment to the Agreement, increasing the $2,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $3,000,000, and exercising the first of two (2) extensions extending the Agreement by one (1) year to November 4, 2023; and

WHEREAS, the City Council adopted Resolution No. 2023-145 approving the Second Amendment to the Agreement, increasing the $3,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $4,000,000, and exercising the second of two (2) extensions extending the Agreement by one (1) year to November 4, 2024; and

WHEREAS, the CITY intends to advertise a new Request for Qualifications ("RFQ") to be solicited in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement by one (1) year; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to November 4, 2025.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The November 5, 2019 Agreement, as previously amended by the First and Second Amendments, is hereby amended to further extend the term of the Agreement by one (1) year to November 4, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the November 5, 2019 Agreement, as amended by the First and Second Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Barry J. Schultz
City Attorney

ANSER ADVISORY, A LIMITED LIABILITY COMPANY
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND HDR ENGINEERING, INC.

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and HDR ENGINEERING, INC., a Nebraska corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2019-175 approving an agreement (the "Agreement") with the CONSULTANT for the term of December 3, 2019 through December 2, 2022, wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, project management; civil engineering; plan reviews; constructability reviews; construction support; long range planning for multiple disciplines; grants management; community outreach and communications, for a not-to-exceed amount of $2,0000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2022-172 approving the First Amendment to the Agreement, increasing the $2,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $3,000,000, and exercising the first of two (2) extensions extending the Agreement by one (1) year to December 2, 2023; and

WHEREAS, the City Council adopted Resolution No. 2023-163 approving the Second Amendment to the Agreement, increasing the $3,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $4,000,000, and exercising the second of two (2) extensions extending the Agreement by one (1) year to December 2, 2024; and

WHEREAS, the CITY intends to advertise a new Request for Qualifications ("RFQ") to be solicited in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement by one (1) year; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 2, 2025.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The December 3, 2019 Agreement, as previously amended by the First and Second Amendments, is hereby amended to further extend the term of the Agreement by one (1) year to December 2, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the December 3, 2019 Agreement, as amended by the First and Second Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Barry J. Schultz
City Attorney

HDR ENGINEERING, INC.
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC., a New York corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2020-11 approving an agreement (the "Agreement") with the CONSULTANT for the term of January 21, 2020 through January 20, 2023, wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, project management; traffic civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long range planning on multiple disciplines; grants management; community outreach and communications, for a not-to-exceed amount of $2,0000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2022-172 approving the First Amendment to the Agreement, increasing the $2,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $3,000,000, and exercising the first of two (2) extensions extending the Agreement by one (1) year to January 20, 2024; and

WHEREAS, the City Council adopted Resolution No. 2023-136 approving the Second Amendment to the Agreement, increasing the $3,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $4,000,000, and exercising the second of two (2) extensions extending the Agreement by one (1) year to January 20, 2025; and

WHEREAS, the CITY intends to advertise a new Request for Qualifications ("RFQ") to be solicited in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement by one (1) year; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to January 20, 2026.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The January 21, 2020 Agreement, as previously amended by the First and Second Amendments, is hereby amended to further extend the term of the Agreement by one (1) year to January 20, 2026.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the January 21, 2020 Agreement, as amended by the First and Second Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Barry J. Schultz
City Attorney

KIMLEY-HORN AND ASSOCIATES, INC.
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND NV5, INC.

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and NV5, INC., a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2019-177 approving an A\agreement (the "Agreement") with the CONSULTANT for the term of December 3, 2019 through December 2, 2022, wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; land surveying; environmental assessments; geotechnical; construction support; community outreach and communications, for a not-to-exceed amount of $2,0000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2022-172 approving the First Amendment to the Agreement, increasing the $2,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $3,000,000, and exercising the first of two (2) extensions extending the Agreement by one (1) year to December 2, 2023; and

WHEREAS, the City Council adopted Resolution No. 2023-163 approving the Second Amendment to the Agreement, increasing the $3,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $4,000,000, and exercising the second of two (2) extensions extending the Agreement by one (1) year to December 2, 2024; and

WHEREAS, the CITY intends to advertise a new Request for Qualifications ("RFQ") to be solicited in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement by one (1) year; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 2, 2025.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The December 3, 2019 Agreement, as previously amended by the First and Second Amendments, is hereby amended to further extend the term of the Agreement by one (1) year to December 2, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the December 3, 2019 Agreement, as amended by the First and Second Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Barry J. Schultz
City Attorney

NV5, INC.
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND WSP USA INC.

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and WSP USA INC., a New York corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2019-178 approving an agreement (the "Agreement") with the CONSULTANT for the term of December 3, 2019 through December 2, 2022, wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, project management; traffic engineering; transportation planning; plan reviews; constructability reviews; long range planning on multiple disciplines; grants management; community outreach and communications, for a not-to-exceed amount of $2,0000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2022-172 approving the First Amendment to the Agreement, increasing the $2,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $3,000,000, and exercising the first of two (2) extensions extending the Agreement by one (1) year to December 2, 2023; and

WHEREAS, the City Council adopted Resolution No. 2023-163 approving the Second Amendment to the Agreement, increasing the $3,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $4,000,000, and exercising the second of two (2) extensions extending the Agreement by one (1) year to December 2, 2024; and

WHEREAS, the CITY intends to advertise a new Request for Qualifications ("RFQ") to be solicited in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement by one (1) year; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 2, 2025.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The December 3, 2019 Agreement, as previously amended by the First and Second Amendments, is hereby amended to further extend the term of the Agreement by one (1) year to December 2, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the December 3, 2019 Agreement, as amended by the First and Second Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Barry J. Schultz
City Attorney

WSP USA INC.
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND STC TRAFFIC, INC.

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and STC TRAFFIC, INC., a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2019-164 approving an agreement (the "Agreement") with the CONSULTANT for the term of November 19, 2019 through November 18, 2022, wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews; constructability reviews; construction support; grants management; community outreach and communications, for a not-to-exceed amount of $2,0000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2022-172 approving the First Amendment to the Agreement, increasing the $2,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $3,000,000, and exercising the first of two (2) extensions extending the Agreement by one (1) year to November 18, 2023; and

WHEREAS, the City Council adopted Resolution No. 2023-145 approving the Second Amendment to the Agreement, increasing the $3,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $4,000,000, and exercising the second of two (2) extensions extending the Agreement by one (1) year to November 18, 2024; and

WHEREAS, the CITY intends to advertise a new Request for Qualifications ("RFQ") to be solicited in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement by one (1) year; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to November 18, 2025.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The November 19, 2019 Agreement, as previously amended by the First and Second Amendments, is hereby amended to further extend the term of the Agreement by one (1) year to November 18, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the November 19, 2019 Agreement, as amended by the First and Second Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Barry J. Schultz
City Attorney

STC TRAFFIC, INC., A CALIFORNIA CORPORATION
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND INNOVATIVE CONSTRUCTION CONSULTING SERVICES, LLC

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and INNOVATIVE CONSTRUCTION CONSULTING SERVICES, LLC, a limited liability company (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2019-151 approving an agreement (the "Agreement") with the CONSULTANT for the term of November 5, 2019 through November 4, 2022, wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, project management; engineering construction management; inspection and certified payroll; plan reviews; constructability reviews; community outreach and communications, for a not-to-exceed amount of $2,0000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2022-172 approving the First Amendment to the Agreement, increasing the $2,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $3,000,000, and exercising the first of two (2) extensions extending the Agreement by one (1) year to November 4, 2023; and

WHEREAS, the City Council adopted Resolution No. 2023-145 approving the Second Amendment to the Agreement, increasing the $3,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $4,000,000, and exercising the second of two (2) extensions extending the Agreement by one (1) year to November 4, 2024; and

WHEREAS, the CITY intends to advertise a new Request for Qualifications ("RFQ") to be solicited in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement by one (1) year; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to November 4, 2025, and to increase the not-to exceed amount by $1,000,000, for a total not-to-exceed amount of $5,000,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The November 5, 2019 Agreement, as previously amended by the First and Second Amendments, is hereby amended to further extend the term of the Agreement by one (1) year to November 4, 2025.

2. The November 5, 2019 Agreement, as previously amended by the First and Second Amendments, is hereby amended to further increase the not-to-exceed amount by $1,000,000, for a total not-to-exceed amount of $5,000,000.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the November 5, 2019 Agreement, as amended by the First and Second Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Barry J. Schultz
City Attorney

INNOVATIVE CONSTRUCTION CONSULTING SERVICES, A LIMITED LIABILITY COMPANY
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND KTU&A

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and KTU&A, a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2019-176 approving an agreement (the "Agreement") with the CONSULTANT for the term of December 3, 2019 through December 2, 2022, wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, project management; landscape architecture and urban design; transportation planning; geographic information systems; long range planning for multiple disciplines; grants management; community outreach and communications, for a not-to-exceed amount of $2,0000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2022-172 approving the First Amendment to the Agreement, increasing the $2,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $3,000,000, and exercising the first of two (2) extensions extending the Agreement by one (1) year to December 2, 2023; and

WHEREAS, the City Council adopted Resolution No. 2023-163 approving the Second Amendment to the Agreement, increasing the $3,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $4,000,000, and exercising the second of two (2) extensions extending the Agreement by one (1) year to December 2, 2024; and

WHEREAS, the CITY intends to advertise a new Request for Qualifications ("RFQ") to be solicited in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement by one (1) year; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 2, 2025, and to increase the not-to exceed amount by $1,000,000, for a total not-to-exceed amount of $5,000,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The December 3, 2019 Agreement, as previously amended by the First and Second Amendments, is hereby amended to further extend the term of the Agreement by one (1) year to December 2, 2025.

2. The December 3, 2019 Agreement, as previously amended by the First and Second Amendments, is hereby amended to further increase the not-to-exceed amount by $1,000,000, for a total not-to-exceed amount of $5,000,000.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the December 3, 2019 Agreement, as amended by the First and Second Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Barry J. Schultz
City Attorney

KTU&A
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

FOURTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND CHEN RYAN ASSOCIATES, INC.

THIS FOURTH AMENDMENT TO THE AGREEMENT is entered into this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and CHEN RYAN ASSOCIATES, INC., dba CR ASSOCIATES, a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2019-163 approving an agreement (the "Agreement") with the CONSULTANT for the term of November 19, 2019 through November 18, 2022, wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long range planning for multiple disciplines; grants management; and, community and communications, for a not-to-exceed amount of $2,0000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2021-122 approving the First Amendment to the Agreement, increasing the $2,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $3,000,000; and

WHEREAS, the City Council adopted Resolution No. 2022-172 approving the Second Amendment to the Agreement, increasing the $3,000,000 not-to-exceed amount by $1,000,000, including hourly rates, for a total not-to-exceed amount of $4,000,000, and exercising the first of two (2) one-year extensions extending the Agreement by one (1) year to November 18, 2023; and

WHEREAS, the City Council adopted Resolution No. 2023-145 approving the Third Amendment to the Agreement, increasing the $4,000,000 not-to-exceed amount by $1,000,000, including hourly rates, for a total not-to-exceed amount of $5,000,000, and exercising the second of two (2) one-year extensions extending the Agreement by one (1) year to November 18, 2023; and

WHEREAS, the CITY intends to advertise a new Request for Qualifications ("RFQ") to be solicited in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement by one (1) year; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to November 18, 2025, and to increase the not-to exceed amount by $1,000,000, for a total not-to-exceed amount of $6,000,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The November 19, 2019 Agreement, as previously amended by the First, Second, and Third Amendments, is hereby amended to further extend the term of the Agreement by one (1) year to November 18, 2025.

2. The November 19, 2019 Agreement, as previously amended by the First, Second, and Third Amendments, is hereby amended to further increase the not-to-exceed amount by $1,000,000, for a total not-to-exceed amount of $6,000,000.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the November 19, 2019 Agreement, as amended by the First, Second, and Third Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Barry J. Schultz
City Attorney

CHEN RYAN ASSOCIATES, INC., A CALIFORNIA CORPORATION
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

FOURTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND PROJECT PROFESSIONALS CORPORATION

THIS FOURTH AMENDMENT TO THE AGREEMENT is entered into this 3rd day of December, 2024 by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and PROJECT PROFESSIONALS CORPORATION, a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2019-152 approving an Agreement (the "Agreement") with the CONSULTANT for the term of November 5, 2019 through November 4, 2022, wherein the CONTRACTOR agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, project management; engineering construction management; inspection and certified payroll; plan reviews; constructability reviews; community outreach and communications, for a not-to-exceed amount of $2,0000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2021-121 approving the First Amendment to the Agreement, increasing the $2,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $3,000,000; and

WHEREAS, the City Council adopted Resolution No. 2022-172 approving the Second Amendment to the Agreement, increasing the $3,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $4,000,000, and exercising the first of two (2) extensions extending the Agreement by one (1) year to November 4, 2023; and

WHEREAS, the City Council adopted Resolution No. 2023-145 approving the Third Amendment to the Agreement, increasing the $4,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $5,000,000, and exercising the second of two (2) extensions extending the Agreement by one (1) year to November 4, 2024; and

WHEREAS, the CITY intends to advertise a new Request for Qualifications ("RFQ") to be solicited in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement by one (1) year; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to November 4, 2025, and to increase the not-to exceed amount by $1,000,000, for a total not-to-exceed amount of $6,000,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The November 5, 2019 Agreement, as previously amended by the First, Second, and Third Amendments, is hereby amended to further extend the term of the Agreement by one (1) year to November 4, 2025.

2. The November 5, 2019 Agreement, as previously amended by the First, Second, and Third Amendments, is hereby amended to further increase the not-to-exceed amount by $1,000,000, for a total not-to-exceed amount of $6,000,000.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the November 5, 2019 Agreement, as amended by the First, Second, and Third Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Barry J. Schultz
City Attorney

PROJECT PROFESSIONALS CORPORATION, A CALIFORNIA CORPORATION
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE 1) THIRD AMENDMENTS TO THE AGREEMENTS WITH A) ANSER ADVISORY, B) HDR ENGINEERING, INC., C) KIMLEY-HORN AND ASSOCIATES, INC., D) NV5, INC., E) WSP USA INC., AND F) STC TRAFFIC, INC. TO EXTEND THE AGREEMENTS BY ONE YEAR; 2) THIRD AMENDMENTS TO THE AGREEMENTS WITH A) INNOVATIVE CONSTRUCTION CONSULTING SERVICES, LLC AND B) KTU&A TO EXTEND THE AGREEMENTS BY ONE YEAR AND INCREASE THE NOT-TO-EXCEED AMOUNTS BY $1,000,000 EACH; AND 3) FOURTH AMENDMENTS TO THE AGREEMENTS WITH A) CHEN RYAN ASSOCIATES, INC. AND B) PROJECT PROFESSIONALS CORPORATION TO EXTEND THE AGREEMENTS BY ONE YEAR AND INCREASE THE NOT-TO-EXCEED AMOUNTS BY $1,000,000 EACH.

WHEREAS, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services, housing and real estate development services, and environmental compliance services on May 1, 2019; and

WHEREAS, based on the strength of their Statements of Qualifications, interviews and past performance, the City of National City entered into agreements with several consultants to provide on-call support services for National City's Capital Improvement Program (CIP); and

WHEREAS, the original agreements were each for a not-to-exceed amount of $2,000,000 and a term of three years, with the option to extend for two one-year extensions; and

WHEREAS, staff intends to advertise a new RFQ in 2025 but, in order to allow sufficient time to solicit and evaluate the RFQ, and to ensure continuation of services for the City's CIP in the interim, the City desires to further extend the agreements by one year; and,

WHEREAS, based on the consultants' performances and quality of work, expiring agreements, increased staffing demands, and to ensure timely completion of CIPs, the City and the below listed consultants desire to execute:

1. Third Amendments to extend the agreements by one year for the below listed consultants:

   a. Anser Advisory: Project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

Original Agreement Reso No. 2019-150	expires November 4, 2022
First Amendment Reso No. 2022-172	expires November 4, 2023
Second Amendment Reso No. 2023-145	expires November 4, 2024

   b. HDR Engineering, Inc.: Project management; civil engineering; plan reviews; constructability reviews; construction support; long range planning for multiple disciplines; grants management; community outreach and communications

Original Agreement Reso No. 2019-175	expires December 2, 2022
First Amendment Reso No. 2022-172	expires December 2, 2023
Second Amendment Reso No. 2023-163	expires December 2, 2024

c. **Kimley-Horn and Associates, Inc.:** Project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning on multiple disciplines; grants management; community outreach and communications

Original Agreement Reso. No. 2020-11	expires January 20, 2023
First Amendment Reso No. 2022-172	expires January 20, 2024
Second Amendment Reso No. 2023-163	expires January 20, 2025

d. **NV5, Inc.:** Project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability review; land surveying; environmental assessments; geotechnical; construction support; community outreach and communications

Original Agreement Reso. No. 2019-177	expires December 2, 2022
First Amendment Reso No. 2022-172	expires December 2, 2023
Second Amendment Reso No. 2023-163	expires December 2, 2024

e. **WSP USA Inc.:** Project management; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning on multiple disciplines; grants management; community outreach and communications

Original Agreement Reso No. 2019-178	expires December 2, 2022
First Amendment Reso No. 2022-172	expires December 2, 2023
Second Amendment Reso No. 2023-163	expires December 2, 2024

f. **STC Traffic, Inc.:** Project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews; constructability reviews; construction support; grants management; community outreach and communications.

Original Agreement Reso No. 2019-164	expires November 18, 2022
First Amendment Reso No. 2022-172	expires November 18, 2023
Second Amendment Reso No. 2023-145	expires November 18, 2024

2. Third Amendments to extend the agreements by one year and increase the not-to-exceed amounts of the agreements by $1,000,000 each, for total not-to-exceed amounts of $5,000,000 each, for the below listed consultants:

a. **Innovative Construction Consulting Services, LLC:** Project management; engineering construction management; inspection and certified payroll; plan reviews; constructability reviews; community outreach and communications

Original Agreement Reso No. 2019-151	expires November 4, 2022
First Amendment Reso No. 2022-172	expires November 4, 2023
Second Amendment Reso No. 2023-145	expires November 4, 2024

b. **KTU&A:** Project management; landscape architecture and urban design; transportation planning; geographic information systems; long-range planning

for multiple disciplines; grants management; community outreach and communications

Original Agreement Reso No. 2019-176	expires December 2, 2022
First Amendment Reso No. 2022-172	expires December 2, 2023
Second Amendment Reso No. 2023-163	expires December 2, 2024

3. Fourth Amendments to extend the agreements by one year and increase the not-to-exceed amounts of the agreements by $1,000,000 each, for total not-to-exceed amounts of $6,000,000 each, for the below listed consultants:

   a. Chen Ryan Associates, Inc.: Project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long range planning for multiple disciplines; grants management; and, community and communications

Original Agreement Reso No. 2019-163	expires November 18, 2022
First Amendment Reso No. 2021-122	funds only
Second Amendment Reso No. 2022-172	expires November 18, 2023
Third Amendment Reso No. 2023-145	expires November 18, 2024

   b. Project Professionals Corporation: Project management; engineering construction management; inspection and certified payroll; plan reviews; constructability reviews; community outreach and communications.

Original Agreement Reso No. 2019-152	expires November 4, 2022
First Amendment Reso No. 2021-121	funds only
Second Amendment Reso No. 2022-172	expires November 4, 2023
Third Amendment Reso No. 2023-145	expires November 4, 2024

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

Section 1: That the City Council hereby authorizes the Mayor to execute 1) Third Amendments to the agreements with a) Anser Advisory, b) HDR Engineering, Inc., c) Kimley-Horn and Associates, Inc., d) NV5, Inc., e) WSP USA Inc., and f) STC Traffic, Inc. to extend the agreements by one year; 2) Third Amendments to the agreements with a) Innovative Construction Consultants, LLC and b) KTU&A to extend the agreements by one year and increase the not-to-exceed amounts by $1,000,000 each; and 3) Fourth Amendments to the agreements with a) Chen Ryan Associates, Inc. and b) Project Professionals Corporation to extend the agreements by one year and increase the not-to-exceed amounts by $1,000,000 each.

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 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: **Community Services**
Prepared by: **Joanne McGhee, Acting Community Services Director**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Extension of Agreement with EXOS Community Services LLC (EXOS) for Las Palmas Pool Operations.

RECOMMENDATION:
Adopt The Resolution Entitled: **"**Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Amendment to the Agreement Between the City of National City ("City") and EXOS Community Services, LLC, ("EXOS") to Extend the Agreement for Two (2) Years for the Operation of Las Palmas Pool, Located at 1800 East 22nd Street, National City, California."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On March 21, 2023 the City Council approved an Agreement with EXOS for the operation of aquatic programs at Las Palmas Pool for a term of January 2023 – December 2024 with the option to extend the agreement if mutually agreed. EXOS has served the community, offering new programs such as Hydro FIIT, Group Swim Lessons, Private Swim Lessons, Lap and Recreational Swim, GEX Aqua Classes and Water Aerobics. The Agreement provides for the extension of the original term for up to two (2) additional five (5) year terms. Staff and EXOS are proposing a two (2) year extension at this time.

FINANCIAL STATEMENT:
The FY 2025 Budget includes $415,000 for the agreement with EXOS to operate the pool and an estimated $340,000 in revenues.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Agreement
Exhibit B – Amendment of the Agreement between City of National City and EXOS LLC
Exhibit C - Resolution

SERVICE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND EXOS COMMUNITY SERVICES LLC

This Service Agreement (this "Service Agreement") is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and EXOS COMMUNITY SERVICES, LLC, a New Jersey limited liability company ("EXOS").

RECITALS

A. The CITY owns the real property commonly known as Las Palmas Pool, located at 1800 East 22nd Street, National City, California (the "Premises") as depicted in Exhibit "A."

B. EXOS is a privately-held fitness and wellness management and consulting company in the business of designing, managing, and operating all aspects of mixed-use health, fitness and aquatics centers similar to Las Palmas Pool.

C. The CITY wishes to have EXOS operate the Las Palmas Pool with EXOS programs serving the local community.

D. The CITY is responsible for repair and maintenance of the Premises, which includes improvements, landscaping, facility maintenance, janitorial maintenance, chemical maintenance and information technology. The City desires to engage EXOS to operate the Premises, which includes, personnel, programming, events and operating procedures and policies.

NOW, THEREFORE, in consideration of the foregoing facts, and in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE 1
TERM OF AGREEMENT

1.1 Term. The term of this Service Agreement shall be for the period beginning January 1, 2023 (the "Commencement Date") and terminating on December 31, 2024..

1.2 Option to Extend Term. If EXOS is not in default of any provision of this Agreement upon the expiration of the term described in Article 1.1, the City Council may extend the term upon mutual agreement between the parties. The CITY and EXOS may mutually agree to extend the term of this Service Agreement for up to two (2) additional five (5) year terms. The initial period, and any extension pursuant to this Article 1.2, shall collectively be referred to hereafter as the "Term."

1.3 Transition Period. Should the CITY or EXOS not extend this Service Agreement pursuant to Article 1.2, EXOS will make every effort to transition operations to the CITY over the six (6) month period that precedes expiration of the Term.

ARTICLE 2
PREMISES AND PERSONAL PROPERTY

2.1 Facilities to be Operated. The CITY hereby engages EXOS to operate the Premises as of the Commencement Date. EXOS will operate the Premises for the benefit of the citizens of National City subject to the covenants and conditions set forth in this Service Agreement. Facilities to be operated include: (1) the Olympic-size pool; (2) the activity pool; (3) the locker rooms; (4) pump and storage rooms; (5) lobby; and (6) administrative offices (the "Facilities"). Upon completion of construction of the new proposed pool building, EXOS will operate the aquatic program and administration in the new building and may utilize sections of the old pool building as deemed appropriate by the CITY.

2.2 Ownership of Personal Property and Improvements. The rights and obligations of the parties regarding the ownership of personal property and improvements on the Premises shall be as follows:

2.2.1 Ownership of Personal Property. All of the CITY's personal property not permanently affixed to the Premises, such as, but not limited to, furnishings, office equipment and supplies ("Personal Property") shall remain the property of the CITY. All improvements existing on the Premises ("Improvements"), together with all fixtures permanently attached to the Premises ("Fixtures"), as of the Commencement Date shall remain the property of the CITY during the Term. EXOS shall not remove any Personal Property, Improvements, or Fixtures from the Premises, nor waste, destroy, or modify any Personal Property, Improvements, or Fixtures on the Premises. All new Improvements, together with all new Fixtures permanently attached to the Premises, after the Commencement Date shall remain the property of the CITY during the Term. EXOS shall not remove any of the CITY's Personal Property, Improvements, or Fixtures from the Premises nor waste, destroy, or modify any Personal Property, Improvements, or Fixtures on the Premises.

2.2.2 Ownership of Improvements and Equipment. All of EXOS's personal property not permanently affixed to the Premises shall remain the property of EXOS.

ARTICLE 3
PERMITTED USE

3.1 Permitted Uses. EXOS shall operate the Premises by providing for and facilitating the following proposed activities which may be amended or replaced periodically by agreement of the authorized representatives of the parties:

3.1.1 Open swim on Saturday and Sunday throughout the year and open swim seven (7) days a week during the months of June, July, and August. Open swim also during the National School District two (2) week fall break that occurs during September and October. In addition, consideration based on need will be given for an expanded open-swim schedule during the National School District two (2) week winter and spring breaks.

3.1.2 Learn to swim classes throughout the year based on community needs. The number of classes offered will increase during the months of June, July, and August. A variety of learn-to-swim classes for youth and adults with varying levels of experience will be offered. Cancellation of classes is permitted if enrollment is less than three (3) participants.

3.1.3 Aquatic exercise classes for various ages and abilities and offered based on community needs. Cancellation of classes is permitted if enrollment is less than five (5) participants.

3.1.4 Adult masters swim program with structured workouts provided by a certified coach.

3.1.5 Lap swimming offered, based on community needs.

3.1.6 Youth recreational and competitive swim program with structured workouts provided by a certified coach.

3.1.7 Facility rentals for athletic teams or clubs looking to use the Premises for practices or competitions. Facility rentals shall follow City Council Policy 801, Recreational Field and Sports Facility Rules and Regulations.

3.2 Hours of Service. EXOS may provide programming between the hours of 5:00 a.m. and 10:00 p.m. seven (7) days a week. Hours of service may be changed upon mutual, written agreement.

3.2 CITY Use. The City may use the Premises for special events, including National Night Out and Summer Movies in the Park. The CITY may use the Premises for up to ten (10) additional events or programs per year. Dates and times of such uses will be agreed upon by the CITY and EXOS.

3.3 Consideration. EXOS's performance under this Service Agreement shall serve as the sole consideration due to the CITY for EXOS's right to operate the Premises.

3.4 CITY Residents. Participants seeking day use of the Premises who prove to EXOS's satisfaction that they are residents of the CITY shall not be required to become members of EXOS and shall be offered reduced resident rates.

ARTICLE 4
SERVICES

4.1 EXOS shall render the management services listed below (the "Services") to the CITY for the on-site management and supervision of the Premises. The Services shall be performed in accordance with generally-accepted standards in the fitness and wellness management industry. The Services shall be performed in accordance with those requirements or restrictions as may be imposed by any governmental authority. EXOS shall provide the Services as follows:

4.1.1 EXOS shall formulate an annual budget in accordance with financial targets for net operating income/surplus and meeting agreed upon benchmarks. The budget shall be mutually agreed upon by the CITY and EXOS in February of each year.

4.1.2 EXOS shall endeavor to increase program participation through the development and execution of effective marketing and retention plans.

4.1.3 EXOS shall provide open swim, learn to swim classes, aquatic exercise classes, adult masters swim program, lap swim, facility rentals and other programs at affordable resident rates approved by the CITY.

4.1.4 EXOS shall endeavor to meet or exceed budgeted net operating income/surplus goals as set forth in the annual budget approved by the CITY. Financial results will be monitored by and reviewed with the CITY on a monthly, quarterly and annual basis.

4.1.5 EXOS shall provide annual reports to the City, each of which must contain the total number of (a) National City residents who participated in EXOS events; (b) all participants who participated in EXOS events; (c) events and programs coordinated; and (d) reservations and use by third parties, such as athletic teams, and any other pertinent statistics.

4.1.6 EXOS shall recruit, hire and employ, as employees of EXOS, all persons who will work at, or provide services to the Premises, managed by EXOS in furtherance of the CITY operations (all such persons being referred to herein, collectively as "Managed Personnel"). EXOS shall make a good faith effort to prioritize local hire and work with the National School District and Sweetwater School District to recruit employees to provide the services under this Agreement. Salaries and other expenses of Managed

Personnel will be charged to CITY as an operating expense only to the extent such Managed Personnel are actually employees of EXOS.

Both parties hereto in the performance of this Service Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither EXOS nor, to EXOS'S knowledge, EXOS'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 Service Agreement contemplates the personal services of EXOS and EXOS'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Service Agreement was, and is, the professional reputation and competence of EXOS and its employees. Neither this Service Agreement nor any interest herein may be assigned by EXOS without the prior written consent of the CITY. Nothing herein contained is intended to prevent EXOS from employing or hiring as many employees as EXOS may deem necessary for the proper and efficient performance of this Service Agreement. All agreements by EXOS with third parties shall require the third party to adhere to the applicable terms of this Service Agreement.

4.1.7 EXOS will manage personnel, facilities and programs/services in a manner consistent with the mission and values of the CITY. Specifically, EXOS will emphasize local hiring in its recruitment efforts. EXOS will provide personnel as it deems reasonably necessary to perform the Services set forth in this Service Agreement. Personnel will be trained by EXOS to properly perform the Services. When hiring for the general manager position, EXOS will present the CITY with general manager candidates for review prior to hiring. The CITY will have the right to disapprove of general manager candidates.

4.1.8 EXOS will establish and implement policies and procedures designed to operate the Premises in a manner that promotes safety, customer service and financial accountability.

4.1.9 EXOS will work closely with the CITY and the Community Services Department in designing and implementing effective and low cost program marketing campaigns, including community outreach to find programming opportunities. EXOS will develop and launch outdoor fitness and program initiatives.

4.1.9.1 Use by Others. EXOS may allow use of the Premises to other groups or organizations such as athletic teams and clubs. Any third party group users such as athletic teams and clubs shall be required to adhere to City Council Policy 801 Recreational Field and Sports Facility Rules and Regulations, to obtain a facility use permit from the CITY, and pay fees to the CITY for use of the Premises.

4.1.9.2 Social Media. EXOS shall be responsible for social media marketing for the Premises and will adhere to the City's Social Media Policy 01.13.

4.1.10 EXOS will develop and enhance measurement and analytics capabilities to help optimize revenue.

ARTICLE 5
EQUIPMENT

5.1 The CITY shall provide such items as office furniture and equipment, telephones, computers and software for the Premises. The CITY also agrees to, at its sole expense, maintain such equipment to the best of their ability. The CITY will consider the nature and priority of the maintenance and available funding to determine if and when such repairs and maintenance will be completed.

5.2 EXOS shall, provide general administrative supplies, marketing materials, and all aquatic-related exercise equipment, and safety and first aid equipment necessary for the operation of the Premises at the CITY'S sole cost and expense. The CITY shall pay for such supplies and materials within thirty (30) days of receipt of EXOS'S invoice therefor. EXOS shall prepare and distribute marketing materials and CITY shall assist with the distribution of marketing materials.

ARTICLE 6
UTILITIES

6.1 Utility Services. The CITY shall maintain utility services to the Premises. The CITY shall pay for all utilities costs necessary for EXOS' use and operation of the Premises during the Term. Utility services to the Premises include gas, water, electricity, trash, sewer charges and telephone. The CITY shall pay directly to the applicable utility company such charges, and EXOS shall have no obligation to pay for such utility services.

ARTICLE 7
REPAIRS; MAINTENANCE

7.1 CITY Repair and Maintenance Obligations. The CITY shall, at its own cost and expense, repair, maintain in good and tenantable condition, ordinary wear and tear excepted, and replace, as necessary, the Premises. The CITY is responsible for all repair and maintenance including but not limited to, landscape maintenance, facility maintenance, and janitorial maintenance. The CITY shall work with EXOS to maintain public safety, hygiene and fire safety of the Premises.

The CITY shall consider the nature and priority of the work and available funding to determine if and when such repairs and maintenance will be completed.

7.1.1 Landscape Maintenance. The CITY is responsible for all outdoor cleaning and landscape maintenance at the Premises.

7.1.2 Facility Maintenance. The CITY is responsible for all facility maintenance, including but not limited to, electrical, lighting, plumbing, pool chemicals, paint, flooring, HVAC systems, and heat and air conditioning.

7.1.3 Janitorial Maintenance. The CITY is responsible for all janitorial maintenance at the Premises, including but not limited to, routine cleaning of office, lobby, restrooms and locker rooms which includes waste removal, window cleaning, sweeping and mopping floors, and dusting and wiping counters and surfaces. The CITY will also stock janitorial items such as toiletries and cleaning supplies in all bathrooms located at the Premises. The CITY has the sole discretion to determine the frequency of janitorial maintenance and the amount of janitorial items stocked at the Premises.

7.1.4 Information Technology. The CITY is responsible for providing internet access, telephones and support services.

7.2 EXOS Repair and Maintenance Obligations. EXOS shall operate the Premises in a manner that promotes the safety and security of the public while EXOS personnel is on the Premises. Safety and security issues must be reported to the designated CITY contact promptly and EXOS personnel will endeavor to protect the safety and security of the public until the CITY can address the safety and/or security issue.

Except for normal wear and tear occurring in the ordinary course of business, EXOS agrees to repair or replace any damage or injury done to the Premises, or Personal Property, or any part thereof, caused by EXOS or EXOS'S agents or employees, at EXOS'S own cost and expense. If EXOS fails to make such repairs or replacements promptly, CITY may, at its option, make such repairs or replacements, and EXOS shall repay the cost thereof to the CITY within thirty (30) days of written demand. However,-for any repair work, costing over Five Hundred and no/100 Dollars ($500.00) to be performed by EXOS or EXOS's agents, EXOS shall not perform such repair work without the CITY's prior written consent. Any repairs or replacements in or to the Premises, other than repair work in emergency situations, which would require an expenditure exceeding Forty-Five Thousand and no/100 Dollars ($45,000.00) and which constitute a "public project" under Section 20161 of the California Public Contract Code, shall be contracted for/by CITY and let to bid pursuant to those procedures described in National City Municipal Code Chapter 2.62.

7.3 CITY Right to Inspect. EXOS shall permit the CITY to enter the Premises at all times to inspect the Premises, provided, however, that such entry shall not unreasonably interfere with

EXOS'S operation of the Premises. Nothing contained in this Article 7, however, shall be construed as creating any duty on the part of the CITY to do any work which, under any provision of this Service Agreement, EXOS may be required to do.

7.4 Prevailing Wages. EXOS shall pay prevailing wages if required by law for work performed on the Premises.

ARTICLE 8
FEES AND PAYMENT TERMS

8.1 Fees. The CITY shall pay EXOS a monthly base management fee, actual payroll and staffing expenses, and marketing and administrative costs as set forth in the annual budget approved by the CITY.

8.1.1 Base Management Fee. As compensation for the Services, the CITY shall pay EXOS a monthly base management fee (the "Base Management Fee") for each month beginning January 1, 2023 in the amount of $5,200 per month. Thereafter, the Base Management Fee shall increase by 5% at the beginning of each fiscal year. The Base Management Fee shall be invoiced on a monthly basis and shall be due thirty (30) days after receipt.

8.1.1.1 Learn to Swim Class. The Base Management Fee may increase by an amount not to exceed 10% of said fee during the five (5) months when the CITY provides the "Learn to Swim" classes to the National School District. Upon completion of the "Learn to Swim" classes the Base Management Fee will revert to the amount prior to commencement of the Learn to Swim classes.

8.1.2 Payroll and Staffing Expenses. EXOS shall recruit, hire and employ, as employees of EXOS, all persons who will work at, or provide services at the Premises. Monthly payroll and staffing expenses are estimated as set forth in the annual budget approved by the CITY and will be charged to the CITY as an operating expense only to the extent such Managed Personnel are actually employees of EXOS.

8.1.3 Marketing and Administrative Costs. EXOS shall provide such items as general administrative supplies and marketing materials necessary for the operation of the Premises. Monthly marketing and administrative costs are estimated as set forth in the annual budget approved by the CITY and the cost of the marketing materials and the administrative supplies shall be paid for by the City within thirty (30) days after receipt of an invoice setting forth the amount of such costs.

8.2 Payment Terms. At the end of each month during the Term, EXOS shall submit to the City an invoice for monthly operating expenses as agreed upon in the annual budget approved by the CITY.

8.2.1 Monthly Balance Payment. EXOS shall submit an invoice to the CITY after each month during which Services are rendered to the CITY. To the extent applicable, each invoice will reflect the monthly Base Management Fee, actual payroll and staffing expenses, and actual marketing and administrative costs, together with all amounts payable to EXOS, as set forth in the annual budget approved by the CITY. EXOS shall also submit to the City supporting documents for payroll and staffing expenses, and marketing and administrative costs. Supporting documents may be, but are not limited to, copies of payroll and receipts for purchases.

8.5 Revenue Collected by EXOS. Revenue collected by EXOS for its programing of open swim, learn to swim, aquatic exercise classes, adult masters swim program, lap swim, youth recreational and competitive swim program, and facility rentals will be collected and handled by EXOS and deposited with the CITY. EXOS shall submit cash and credit card receipts to the CITY two (2) times per week or at any time the amount of cash at the Premises exceeds $500.00.

8.6 Notwithstanding any other provision contained herein, in the event that CITY'S outstanding balance for fees and charges to EXOS is greater than ninety (90) days past due, EXOS will have the right to immediately and unilaterally terminate this Agreement.

8.7 The CITY shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by the CITY hereunder.

ARTICLE 9
TAXES

9.1 Definition. "Taxes" shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to, (a) any state, local, federal income tax, or any real or personal property tax, (b) increases in taxes attributable to EXOS's operation of the Premises, or (c) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the Premises. EXOS recognizes and agrees that this agreement may create a possessory interest subject to property taxation and that EXOS may be subject to the payment of taxes levied on such interest. EXOS agrees to pay, before delinquency, all taxes, assessments and fees assessed or levied upon the Premises.

9.2 Responsibility for Payment of Taxes. The CITY shall not be obligated to pay any Taxes accruing against EXOS.

ARTICLE 10
INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE

10.1 EXOS's Indemnity. EXOS agrees to defend, indemnify and hold harmless the City of National City, its officers, 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, brought by a third-party , resulting from or arising out of EXOS' established negligence in its (a) performance of or (b) failure to uphold its other obligations under this Service 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.

The indemnity, defense, and hold harmless obligations contained in this Article 10 shall survive the termination of this Service Agreement for any alleged or actual omission, act, or negligence under this Service Agreement that occurred during the term of this Service Agreement.

10.2 Limitation of Liability. NEITHER PARTY OR ITS AFFILIATES WILL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. NO ACTION ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY OR ON BEHALF OF A PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION FIRST AROSE. THE TOTAL LIABILITY OF EACH PARTY AND ITS AFFILIATES ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED $1,000,000; PROVIDED THAT FOR CLAIMS FOR INDEMNIFICATION UNDER SECTION 10.1, SUCH TOTAL LIABILITY WILL NOT EXCEED THE GREATER OF (A) SUCH AMOUNT AND (B) $5,000,000. SUCH LIMITATIONS APPLY IN THE AGGREGATE TO ALL CLAIMS BY A PARTY AND ITS AFFILIATES, AGENTS AND PRINCIPALS. THE PARTIES ARE RELYING ON THE FOREGOING ALLOCATION OF RISK IN SIGNING THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.2, THE LIMITATIONS IN THIS SECTION 10.2 WILL NOT LIMIT THE RIGHT OF EXOS TO RECEIVE FEES PAYABLE UNDER THIS AGREEMENT.

10.3 Insurance. EXOS, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain throughout the term of this Service Agreement, the following checked 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 non-owned, and

hired vehicles. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance, (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, with minimum limits of $5,000,000 per occurrence and $10,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Service Agreement. The policy shall name the CITY and its officers, agents and employees 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 Commercial General Liability required by this Section must include Sexual Misconduct Liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate. For the avoidance of doubt, the CITY understands that part of the coverage limits hereunder shall be satisfied by EXOS's excess umbrella policy. EXOS represents to CITY that its excess umbrella policy does not exclude coverage for Sexual Misconduct Liability.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of EXOS'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 Service Agreement.

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

E. The aforesaid policies shall constitute primary insurance, at least as broad as ISO CG 20 01 04 13, as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. EXOS shall endeavor to provide for thirty (30) days, but in no event later than forty-five (45) days, prior written notice to the CITY's Risk Manager, at the address listed in Article 10. 3(G) below, of cancellation or material change.

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

G. The Certificate Holder for all policies of insurance required by this Article 10. 3 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 VIII according to the current Best's Key Rating Guide, or a company 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 California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Service 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 EXOS does not keep all of such insurance policies in full force and effect at all times during the terms of this Service Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Service Agreement and terminate the Service 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 Article 10. 3, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 11
TERMINATION

11.1 This Service Agreement may be terminated with or without cause by the CITY. Termination with or without cause shall be effected by delivery of written Notice of Termination to EXOS as provided for in this Service Agreement. Termination without cause shall be effective only upon 60-day's written notice to EXOS. EXOS shall perform all services in accordance with this Service Agreement during this 60-day period. This Service Agreement may also be terminated immediately, for cause, by the CITY in the event of:

(a) a material breach of this Service Agreement;
(b) a misrepresentation by EXOS in connection with the:
    1. formation of this Service Agreement;
    2. performance of services;
    3. the failure to perform services as directed by the CITY;
(c) the filing of a petition in bankruptcy affecting EXOS;
(d) a reorganization of EXOS for the benefit of creditors; or
(e) a business reorganization, change in business name or change in business status of EXOS.

11.2 This Service Agreement may be terminated by EXOS by notice to the CITY, at any time if:

(a) the CITY becomes insolvent or admits its inability to pay its debts generally as they become due;

(b) the CITY becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not discussed or vacated within forty-five (45) days after filing;
(c) the CITY is dissolved or liquidated or takes any action for such purpose;

(d) the CITY makes a general assignment for the benefit of creditors; or

(e) the CITY has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Within thirty (30) days of the termination of this Service Agreement, EXOS shall return to the CITY all property of the CITY, and EXOS shall remove from the Premises all property of EXOS at EXOS's sole cost and expense.

ARTICLE 12
HAZARDOUS MATERIALS

12.1 Hazardous Materials Laws-Definition. As used in this Article, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Property, soil and ground water conditions, or other similar substances or conditions. The following legal authority is a non-exhaustive list of the legal authority that applies to the definition of the term "Hazardous Materials Laws":

(a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 *et seq.*)

(b) the Hazardous Materials Transportation Act, as amended (49 U.S.C., Section 1801 *et seq.*), and

(c) the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., Section 6901 *et seq.*)

12.2 Hazardous Materials - Definition. As used in this Section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

12.2.1 is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

12.2.2 is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

12.2.3 gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or

12.2.4 is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or EXOS with respect to any third person under any Hazardous Materials Law.

12.3 EXOS Representations and Warranties. EXOS represents and warrants that, during the Term or any extension thereof, EXOS shall comply with the following provisions of this Section unless otherwise specifically approved in writing by CITY, subject to the terms and conditions of EXOS maintenance obligations provided elsewhere in this Service Agreement:

12.3.1 EXOS shall not cause or authorize any Hazardous Materials to be brought, kept or used in or about the Premises by EXOS, its agents, employees, assigns, contractors or invitees, except as required by EXOS's permitted use of the Premises in the normal course of operations;

12.3.2 Any handling, transportation, storage, treatment or usage by EXOS of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;

12.3.3 Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Premises following the Commencement Date shall be promptly reported in writing to CITY;

12.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by EXOS in the Premises;

12.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by EXOS on the Premises without CITY's prior written consent;

12.3.6 EXOS shall promptly supply the CITY with copies of all notices, reports, correspondence, and submissions made by EXOS to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws with respect to the Premises; and

12.3.7 EXOS shall promptly notify the CITY of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law. If such a lien is filed against the Premises, then, within the earlier of (a) twenty (20) days following such filing, or (b) before any governmental authority commences proceedings to sell the Premises pursuant to the lien, EXOS shall either:

(a) pay the claim and remove the lien from the Premises, or

(b) furnish either:

(1) a bond or cash deposit reasonably satisfactory to the CITY in an amount not less than the claim from which the lien arises, or;

(2) other security satisfactory to the CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises.

12.3.8 At the end of this Agreement, EXOS shall surrender the Premises to the CITY free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Premises.

ARTICLE 13
ASSIGNMENT

13.1 CITY's Consent Required. EXOS shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this Agreement without the CITY's prior written consent. Any attempted assignment or transfer without the CITY'S prior written consent shall be void.

ARTICLE 14
DEFAULTS BY EXOS OR BY CITY; REMEDIES

14.1 Events of Default; Remedies. The following sub-articles shall apply if either EXOS or the CITY neglects, fails to perform, or fails to observe any of their respective obligations under the terms, covenants, or conditions contained in this Agreement ("Default"):

14.1.1 Thirty-Day Correction of Default. If either EXOS or the CITY determines that the other party is in Default, then the non-defaulting party must provide the defaulting party written notice of the Default and thirty (30) days to correct the Default.

14.1.2 Extended Correction of Default. If the defaulting party determines that more than thirty (30) days is required to correct the Default, the defaulting party must provide the

other party written notice of the reasons why additional time is required to correct such Default. The defaulting party must use diligent efforts to correct a Default under this Article 14.1.2 and, in any case, must correct such Default within ninety (90) days from the date of the written notice of default.

14.1.3 Remedies for Failure to Correct Default. If the defaulting party fails to comply with Article 14.1.1 or 14.1.2, then the non-defaulting party may immediately terminate this Agreement. The defaulting party shall be liable to the non-defaulting party for any and all damages sustained by the non-defaulting party as a result of the defaulting parties' breach.

ARTICLE 15
DAMAGE OR DESTRUCTION

15.1 CITY Duty to Repair Casualty. If the Premises is damaged by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), the CITY may, in sole discretion, repair any damages to the Premises. The CITY may also repair, restore, and replace any damaged or destroyed Fixtures, Improvements or Personal Property in response to any Casualty loss. If the City does not repair any damage, and such damage renders the Premises inoperable, the City may terminate this agreement as provided in Article 11 (Termination). Application of this Article 15 is subject to the terms and conditions of EXOS' maintenance obligations provided elsewhere in this Service Agreement.

15.2 No Abatement. In the event of reconstruction, replacement or repair, EXOS shall continue its operations on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. EXOS shall not be entitled to any compensation or damages from the CITY for loss of use of the whole or any part of the Premises, EXOS's Personal Property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

15.3 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Commencement Date, (a) the Improvements are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (b) the damage is such that the Improvements cannot be repaired and restored within one hundred and eighty (180) days after the Casualty, then EXOS shall have the right to terminate this Service Agreement upon thirty (30) day's prior written notice to CITY.

ARTICLE 16
EMINENT DOMAIN

16.1 Condemnation. EXOS may terminate this Agreement within twenty (20) days after the date that a condemning authority (by a party other than the CITY) takes possession of the Premises by delivery of written notice of such condemnation if:

(a) If all of the Premises is taken under eminent domain proceedings; or

(b) Less than all of the Premises is taken under such eminent domain proceeding and the part taken substantially impairs the ability of EXOS to use the remainder of the Premises for the purposes permitted by this Agreement.

In the absence of such written notice from a condemning authority, EXOS may terminate this Agreement within twenty (20) days after the condemning authority shall have taken possession.

16.2 Continuation of Service Agreement After Condemnation. If this Service Agreement is not terminated by EXOS, it shall remain in full force and effect as to any portion of the Premises remaining, and this Service Agreement will end as of the date possession of the part taken by the public entity as to the part of the Premises that is taken.

16.3 Award. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to EXOS for any award not provided by the condemning authority.

ARTICLE 17
SALE OR MORTGAGE BY CITY

17.1 Sale or Mortgage. The CITY may, pursuant to existing and subsequently enacted CITY ordinances and State laws, at any time, and without the consent of EXOS, vacate, sell, purchase, exchange, transfer, assign, lease, encumber or convey the CITY's interest in whole or in part, in the Premises (collectively referred to in this Article as a "Sale"). CITY shall provide to EXOS written notice of CITY intent to a Sale pursuant to this Article at least ninety (90) days prior to said proposed transfer.

17.2 Release on Sale. From and after a Sale of the CITY's entire interest in the Premises, upon payment of all amounts due or owing to EXOS, the CITY shall be released from all liability to EXOS and EXOS successors and assigns arising from this Agreement because of any act, occurrence or omission of the CITY occurring after such Sale.

ARTICLE 18
SUBORDINATION; ATTORNMENT

18.1 Subordination. This Service Agreement is and shall be junior, subject, and subordinate to:

(a) any existing or future permits or approvals issued by the United States of America or any local, State or federal agency affecting the control or operation of the Premises. EXOS shall be bound by the terms and provisions of any such permit or approval.

(b) all mortgages, deeds of trust, and other security instruments of any kind covering the Premises, or any portion thereof, as of the Commencement Date of this Service Agreement.

This Article shall apply to the parties without the necessity of any other document being executed and delivered by EXOS.

ARTICLE 19
CITY'S RIGHT OF ACCESS

19.1 Right of Entry. CITY, its agents, employees, and contractors may enter the Premises at any time, with or without notice to EXOS, to:

(a) respond to health and safety concerns;
(b) inspect the Premises and Improvements;
(c) determine whether EXOS is complying with its obligations in this Agreement (including its obligations with respect to compliance with Hazardous Materials Laws);
(d) post notices of non-responsibility or similar notices;
(e) inspect the progress of construction of any improvement;
(f) make repairs that this Agreement requires or allows CITY to make; or
(g) make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises

All work enumerated in this Article 19 must be done as promptly as reasonably possible and so as to cause as little interference to EXOS as reasonably possible.

ARTICLE 20
NOTICES

20.1 Notices. Whenever in this Service Agreement it shall be required or permitted that notice or demand be given or served by either party to this Service Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal Service, postage prepaid and shall be deemed to have been given, delivered and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received

upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

CITY: City of National City
Attention: Brad Raulston, City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

EXOS: EXOS
Attention: Dan Burns, Chief Executive Officer and
Marc Mandel
25 Hanover Road
Building A, Suite 104
Florham Park, New Jersey 07932

ARTICLE 21
NONDISCRIMINATION

21.1 Nondiscrimination. EXOS hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Service Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, age, color, creed, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition, or ancestry in the use, operation, or enjoyment of the Premises.

ARTICLE 22
RECORDS, ACCOUNTS AND AUDITS

22.1 EXOS Duty to Keep Records. EXOS shall, at all times during the Term, and for a period of five (5) years following expiration or earlier termination of this Service Agreement, keep or cause to be kept, true and complete, in all material respects, books, records and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this Agreement. The books, records and accounts must be supported by source documents such as sales slips, cash register tapes, purchase invoices or other pertinent documents.

22.2 CITY's Right to Audit. The CITY shall have the right, no more than two (2) times per year, at any reasonable time, upon reasonable notice, to examine and perform audits of EXOS's

records pertaining to its operations on the Premises. The cost of said audits shall be borne by the CITY, except that EXOS shall provide to the CITY, at EXOS's expense, necessary data to enable CITY to fully comply with each and every requirement of the State of California or by the United States of America ("Regulatory Authority") for information or reports relating to this Service Agreement and to EXOS's use of the Premises. Notwithstanding anything to the contrary in this Article, EXOS must permit an audit of the records described in this Article if the CITY is required to perform such an audit at the direction of a Regulatory Authority.

ARTICLE 23
ADMINISTRATIVE PROVISIONS

23.1 Authority. EXOS represents and warrants that it has full power and authority to execute and fully perform its obligations under this Service Agreement pursuant to its governing instruments, without the need for any further action, and that the person executing this Service Agreement on behalf of EXOS is the duly designated agent of EXOS and is authorized to do so.

23.2 Captions. The captions and headings appearing in this Service Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Service Agreement.

23.3 CITY Approval. Except where stated herein to the contrary, the phrases "CITY approval," and "CITY written approval" or such similar phrases shall mean approval of the City Manager or Deputy City Manager of National City or said person's representative as authorized by said person in writing.

23.4 Compliance with Laws. EXOS, at its sole expense, shall procure, maintain and hold available for the CITY's inspection, any governmental license or permit required for the proper and lawful conduct of EXOS operation of the Premises. The CITY shall pay all costs of the County of San Diego and the Department of Environmental Health to obtain any environmental health permits needed to operate a pool. EXOS shall not use the Premises for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders or requirements of the State of California, the County of San Diego, the CITY, or of other lawful authorities. EXOS shall, at its expense, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term, regulating the use by EXOS of the Premises.

23.4.1 Cannabis Cultivation Prohibited. Notwithstanding any other provision in this Agreement, or in this Article 23, EXOS shall neither: (a) cultivate; (b) allow the cultivation of; (3) sell; nor (4) allow the sale of cannabis at the Premises.

23.5 Cumulative Remedies. In the event of a default under this Service Agreement, each party's remedies shall be limited to those remedies set forth in this Service Agreement. Any such

remedies are cumulative and not exclusive of any other remedies under this Service Agreement to which the non-defaulting party may be entitled.

23.6 Entire Agreement. This Service Agreement, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

23.7 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference:

Exhibit A: Depiction of Las Palmas Pool

23.8 Force Majeure. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion, acts of terrorism, and fire or other casualty, legal actions attacking the validity of this Service Agreement or the CITY or EXOS operations of the Premises, or any other casualties beyond the reasonable control of either party ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

23.9 Governing Law. This Service Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

23.10 Independent Contractor. EXOS acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Service Agreement; and that it, as well as any persons, contractors or agents it may employ, are not employees of CITY for any purpose.

23.11 Interpretation. The provisions of this Service Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Service Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.

23.13 Modification. The provisions of this Service Agreement may not be modified, except by a written amendment signed by both parties.

23.14 Partial Invalidity. If any provision of this Service Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Service Agreement

shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

23.15 Successors & Assigns. This Service Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein. EXOS shall not assign this Service Agreement to any other party unless approved in writing by CITY.

23.16 Time of Essence. Time is of the essence of each and every provision of this Service Agreement.

23.17 Waiver. No provision of this Service Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

23.18 Alcohol. Consumption of alcohol on the Premises is prohibited.

IN WITNESS WHEREOF, the CITY and EXOS have duly executed this Service Agreement as of the day and year first above written.

{Signature page to follow.}

CITY OF NATIONAL CITY (CITY)

By: [redacted]
Ron Morrison, Mayor

APPROVED AS TO FORM:

[redacted]
Barry J. Schultz
City Attorney

EXOS COMMUNITY SERVICES, LLC (EXOS), a New Jersey limited liability company
(Corporation – signatures of two corporate officers required.)

DocuSigned by:
By: Bill Bourque
BAE85FEDF6A0433...
(Name)

Bill Bourque
(Print)

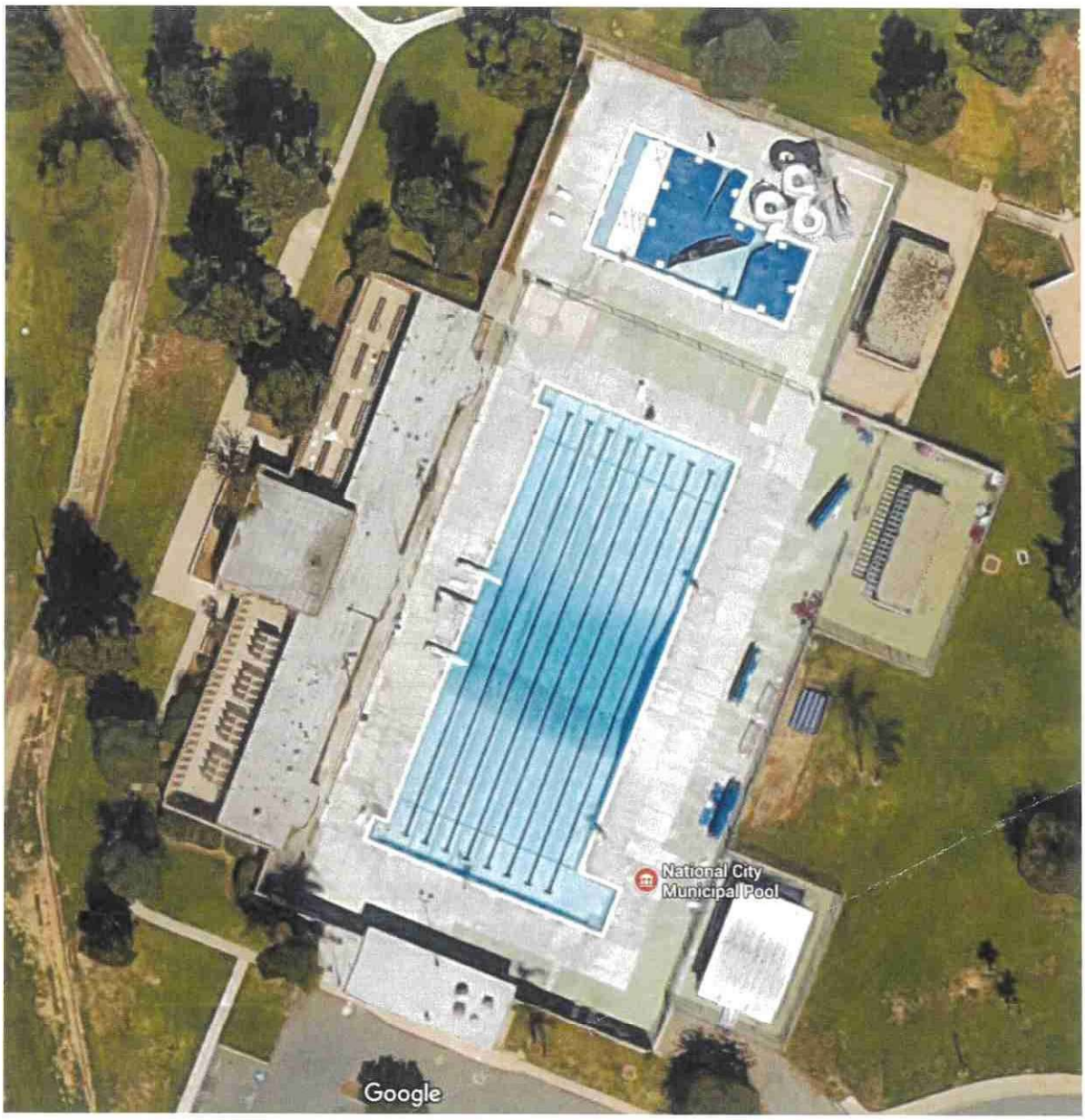
Chief Operations Officer
(Title)

DocuSigned by:
By: Marc Mandel
F2B958B590D847A...
(Name)

Marc Mandel
(Print)

General Counsel
(Title)

EXHIBIT A
DEPICTION OF THE PREMISES
(PRIOR TO CONSTRUCTION)


National City
Municipal Pool
Google

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY AND
EXOS COMMUNITY SERVICES, LLC.

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into on this 3rd day of December, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and EXOS COMMUNITY SERVICES, LLC,. a New Jersey limited liability company (EXOS).

RECITALS

WHEREAS, the CITY owns the property located at 1800 East 22nd Street, National City, California. This property is commonly known as Las Palmas Pool; and

WHEREAS, the CITY and EXOS (collectively referred to as the "parties") entered into an Agreement on March 21, 2023 ("Agreement"), wherein the CITY executed an Agreement with EXOS for the operation of aquatic programs and the operation of Las Palmas Pool; and

WHEREAS, the term of the Agreement was January 1, 2023 (the “Commencement Date”) through December 31, 2024; and

WHEREAS, upon the expiration of the term described in Article 1.1, the City Council may extend the term upon mutual agreement between the parties.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. Term. The CITY and EXOS hereby agree to extend the term of the Agreement for two (2) years to December 31, 2026.

2. The parties further agree that all other components of the January 2023 Agreement shall remain in full force and effect.

[*Signature Page to Follow*]

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

EXOS COMMUNITY SERVICES, LLC

(Corporation - signatures of two corporate officers required)
(Partnership or Sole proprietorship - one signature)

By: _____
(Print)

_____
(Title)

By: _____
(Print)

_____
(Title)

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY ("CITY") AND EXOS COMMUNITY SERVICES, LLC, ("EXOS") TO EXTEND THE AGREEMENT FOR TWO (2) YEARS FOR THE OPERATION OF LAS PALMAS POOL, LOCATED AT 1800 EAST 22ND STREET, NATIONAL CITY, CALIFORNIA

WHEREAS, the CITY owns the property located at 1800 East 22nd Street, National City, California. This property is commonly known as Las Palmas Pool; and

WHEREAS, the CITY and EXOS (collectively referred to as the "parties") entered into an Agreement on March 21, 2023 ("Agreement"), wherein the CITY executed an Agreement with EXOS for the operation of aquatic programs at Las Palmas Pool; and

WHEREAS, the term of the Agreement was January 1, 2023 (the "Commencement Date") and expiring on December 31, 2024; and

WHEREAS, upon the expiration of the term described in Article 1.1, the City Council may extend the term upon mutual agreement between the parties; and

WHEREAS, staff recommends extending the term of the agreement for two (2) years, beginning January 1, 2025 and terminating on December 31, 2026.

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 amendment to the Agreement between the City of National City and EXOS for a term of two (2) years, beginning January 1, 2025, and terminating on December 31, 2026, for the Operation of Las Palmas Pool.

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

PASSED and ADOPTED this 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: **City Clerk's Office**
Prepared by: **Shelley Chapel, MMC, City Clerk**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Approval of the Local Appointments List – Maddy Act Requirement

RECOMMENDATION:
Approve the Local Appointments List for 2025 and Authorize the City Clerk to post the list at City Hall and Post End of Term Vacancies on the City Website.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
California Government Code 54970-54974 requires on or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List.

The Appointments List serves to provide awareness of the opportunities to serve on local regulatory and advisory boards, commissions and committees.

Any unscheduled vacancy that may occur during 2025 will be determined a special vacancy and notice shall be posted at City Hall and the City Website pursuant to Section 54973-54974 of the Government Code not earlier than twenty (20) days before and not later than twenty (20) days after the vacancy occurs. Final appointment to the Board/Commission/Committee shall not be made by the legislative body for at least ten (10) working days after the posting of the notice in the Clerk's Office.

Discussion:
In compliance with the requirements of Government Code Section 54970, the following Local Appointments List is posted on an annual basis. The List presents all current members of the City Boards/Commissions/Committees and the dates of the terms.

> **Civil Service Commission** consists of up to five (5) members who are appointed by the City Council and are required to be a resident of National City. The City Council appoints the members for a term of five (5) years. The Civil Service Commission recommends to the City Council, after a public hearing, the adoption, amendment or repeal of Civil Service Rules and Regulations not in conflict with the Government Code; hears appeals of any person in the classified service relative to any suspension, demotion or dismissal; and makes any investigation concerning the administration of personnel in the municipal service and reports its findings to the City Council and the City Manager.

Community and Police Relations Commission consists of eight (8) individuals appointed by the Mayor with the approval of the City Council. Of the eight (8) members, seven (7) shall be voting members, and one (1) shall be non-voting members. Of the seven (7) voting members, five (5) shall be residents of the City of National City, and up to two (2) nonresidents. The non-voting member shall be a member of the National City Police Officers' Association. The term of the members shall be for three (3) years.

Board of Library Trustees coordinates the activities of the City Library; advises the City Librarian on operational policies; approves warrants; and recommends to the City Council the adoption of rules and regulations, as it may deem necessary for the administration and protection of the City Library. The Board of Library Trustees consists of five (5) members plus an alternate, appointed by the Mayor with the approval of the City Council for a three (3) year term. The Library Board of Trustees is regulated by Education Code Section 18900 et seq., National City Municipal Code Chapter 16.01 Board of Library Trustees and Resolution 8210.

Parks, Recreation and Senior Citizens Advisory Committee consists of seven (7) members to be appointed by the Mayor with the approval of the City Council, each for a term of three (3) years. The Parks, Recreation and Senior Citizens Advisory Committee acts in an advisory capacity to the City Council in matters of policy and administration of city owned parks and the recreation programs operated within the parks and recreation centers; investigates and reports on related matters as referred by the Council; and submits recommendations to Council on related subjects which the Committee deems important.

Planning Commission/Housing Advisory Committee consists of seven (7) members appointed by the City Council for a term of four (4) years. The Planning Commissioners are required to be residents of the City. The Planning Commission is appointed to consider land use planning matters. The Commission renders determinations and makes recommendations to the City Council on a variety of land use matters, including changes to the City's General Plan, Specific Plans and Land Use Code. They also provide discretionary review for land use matters such as Conditional Use Permits, Variances, and Subdivisions. The Planning Commission also serves on the Housing Advisory Committee and adds two (2) additional members, one (1) of which may be a non-resident. This additional committee provides input on housing related matters such as the Housing Element and the Focused General Plan Update and plays a role in moving forward housing programs and projects.

Port Commission consists of one (1) member appointed by the City Council for a four (4) year term to represent the interests of the City of National City.

Public Art Committee consists of five (5) members plus an alternate, who are appointed by the Mayor with the approval of the City Council, to serve three (3) year terms. The Public Art Committee acts in an advisory capacity to the City Council in matters of policy and selection of public art installed anywhere in the City.

Sweetwater Authority consists of two (2) members appointed by the Mayor with the approval of the City Council for a four (4) year term to represent the interests of the City of National City. The two appointees hold two of the seven seats that comprise the Sweetwater Authority's Board of Directors.

Traffic Safety Committee consists five (5) members who are appointed by the Mayor with the approval of the City Council for three (3) year terms. The Traffic Safety Committee reviews and makes recommendations on matters related to vehicular and pedestrian safety within the City of National City. As directed by the City Council, the Traffic Safety Committee conducts investigations and reports on safety issues requested by appropriate public agencies and responsible private citizens / private organizations.

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

EXHIBIT:
Exhibit A – Local Appointments List 2025

CITY OF NATIONAL CITY
LOCAL APPOINTMENTS LIST 2025

In compliance with the requirements of Government Code Section 54970, the following Local Appointments List is posted on an annual basis. The List presents all current members of the City Boards/Commissions/Committees and the dates of the terms.

CIVIL SERVICE COMMISSION*

Position	Member	Term	Appointed	Term Expires
Chair	Paul Wapnowski	5-years	09/5/2023	09/30/2028
Vice-Chair	Rafael Courtney	5-years	10/20/2020	09/30/2025
Commissioner	Gilmore Elayda	5-years	09/17/2024	09/30/2029
Commissioner	Sean Sampsell	5-years	04/18/2023	09/30/2027
Commissioner	Wellington Clave	5-years	09/17/2024	09/30/2029

COMMUNITY AND POLICE RELATIONS COMMITTEE*

Position	Member	Term	Appointed	Term Expires
Chair	Michael Lesley	3-years	03/07/2023	03/31/2026
Vice-Chair	Daniel Orth	3-years	03/15/2022	03/31/2025
Member	Zachary Francisco-Gomez	3-years	03/07/2023	03/31/2026
Member	Marisa Rosales	3-years	03/19/2024	03/31/2027
Member	Kimberly Cumming-Serrano	3-years	03/19/2024	03/31/2027
Member	Rosemary Vasquez	3-years	03/19/2024	03/31/2027
Member	William Phillips	3-years	03/15/2022	03/31/2025

BOARD OF LIBRARY TRUSTEES*

Position	Member	Term	Appointed	Term Expires
President	Margaret Godshalk	3-years	09/05/2023	09/30/2026
Secretary	Elizabeth Huato-Maldonado	3-years	09/17/2024	09/30/2027
Member-Trustee	Jissan Ravanilla	3-years	09/17/2024	09/30/2027
Member-Trustee	Cindy Lopez	3-years	04/18/2023	09/30/2025
Member-Trustee	Nidya Rivera-Moreno	3-years	09/17/2024	09/30/2027
Member-Trustee	Patricia McGhee (Alternate)	3-years	09/05/2023	09/30/2026

PARK, RECREATION & SENIOR CITIZENS ADVISORY COMMITTE

Position	Member	Term	Appointed	Term Expires
Chair	Nora McMains	3-years	09/20/2022	09/30/2025
Member	LaTonya Harris Croom	3-years	09/17/2024	09/30/2026
Member	Daniel Perez	3-years	09/17/2024	09/30/2027
Member	Joseph Crawford	3-years	09/05/2023	09/30/2026
Member	Jesus Hizon	3-years	09/17/2024	03/31/2026
Member	Alexander Fernandez	3-years	03/07/2023	03/31/2026
Member	Vacant	3-years		09/30/2027

PLANNING COMMISSION*

Position	Member	Term	Appointed	Term Expires
Chair	Richard Martin Miller	4-years	03/15/2022	03/31/2026
Vice-Chair	Randi Castle-Salgado	4-years	03/15/2022	03/31/2026
Commissioner	Beryl Forman	4-years	03/19/2024	03/31/2028
Commissioner	Ricardo Sanchez	4-years	09/17/2024	09/30/2028
Commissioner	Claudia E. Valenzuela	4-years	04/20/2021	03/31/2025
Commissioner	Pearl Quinones	4-years	04/18/2023	03/21/2027
Commissioner	Liliana Armenta	4-years	04/18/2023	03/21/2027

PORT COMMISSION*

Position	Member	Term	Appointed	Term Expires
Commissioner	GilAnthony Ungab	4-years	06/13/2024	12/02/2024

PUBLIC ART COMMITTEE*

Position	Member	Term	Appointed	Term Expires
Chair	William A. Virchis	3-year	09/05/2023	09/30/2026
Member	Erick Carbajl	3-year	09/17/2024	09/30/2027
Member	Ryan Johnson	3-year	09/20/2022	09/30/2025
Member	Jacqueline Schliapnik	3-year	09/20/2022	09/30/2025
Member	Charles Reilly	3-year	09/17/2024	09/30/2027
Member	Carmela Hinton (Alternate)	3-year	09/17/2024	09/30/2027

SWEETWATER AUTHORITY – CITIZEN ADVISORY COMMITTEE

Position	Member	Term	Appointed	Term Expires
Primary	William Sendt	4 years	12/31/2022	12/31/2026
Alternate	Aida Castaneda	4 years	12/31/2022	12/31/2026

TRAFFIC SAFETY COMMITTEE*

Position	Member	Term	Appointed	Term Expires
Member	Kelly Piper	3-years	09/20/2022	09/30/2025
Member	Cynthia Fuller Quinonez	3-years	09/20/2022	09/30/2025
Member	Yvonne Howrey-Colmenero	3-years	09/17/2024	09/30/2027
Member	Rafael Cotero	3-years	09/05/2023	09/30/2026
Member	Amelito Gozum	3-years	11/19/2024	09/30/2027

HOUSING ADVISORY COMMITTEE*

Position	Member	Term	Appointed	Term Expires
Chair	Richard Martin Miller	4-years	03/15/2022	03/31/2026
Vice-Chair	Randi Castle-Salgado	4-years	03/15/2022	03/31/2026
Commissioner	Beryl Forman	4-years	03/19/2024	03/31/2028
Commissioner	Ricardo Sanchez	4-years	09/17/2024	09/30/2028
Commissioner	Claudia E. Valenzuela	4-years	04/20/2021	03/31/2025
Commissioner	Pearl Quinones	4-years	04/18/2023	03/21/2027
Commissioner	Liliana Armenta	4-years	04/18/2023	03/21/2027
Member	Mayra A. Valdez	4-years	03/15/2022	03/21/2026
Member	Denise Kosterlistzky	4-years	04/18/2023	03/31/2027

*Individual appointed to this Board/Commission/Committee is subject to the Fair Political Practices Commission regulations and must file a Statement of Economic Interest within 30 days of appointment.

AGENDA REPORT

Department: **Human Resources**
Prepared by: **Lydia Flores-Hernandez, Human Resources Director**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Resolution to the City Council of the City of National City Approving the Adoption of a Side Letter Agreement Between the City of National Municipal Employees Association (MEA) Exclusively Represented by SEIU and Approving the MEA Salary Schedule.

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Side Letter Agreement Between the City of National City and the National City Municipal Employees' Association, Represented by Service Employees' International Union Local 221, Extending the Memorandum of Understanding Between the Parties through June 30, 2025, and Increasing the Salaries of Covered Employees; Amending the NCMEA Salary Schedule to Reflect a Six Percent Increase in Base Salaries; and Authorizing the Establishment of Fiscal Year 2025 Budget Appropriations in the Amount of $383,685 to Fund the Salaries."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The current labor agreement with the National City Municipal Employees' Association, Represented by Service Employees' International Union (SEIU) Local 221 is set to expire on December 31, 2024. To foster positive labor relations and acknowledge the importance of collaboration with the Association, the City expressed interest in negotiating an extension of the existing contract. As a result, both parties reached a side letter agreement, which includes a 6% adjustment effective the first full pay period of January 2025, and extends the term of the current Memorandum of Understanding (MOU) to June 30, 2025. Finally, part-time employees will be eligible to take the Bilingual Performance Evaluation administered by the Human Resources Department, but that part-time employees will not be eligible for bilingual differential pay until determined via upcoming negotiations between the parties.

FINANCIAL STATEMENT:
Approval of this action will increase Fiscal Year 2025 appropriations by $383,685 as shown in the table below. The ongoing fiscal impact is estimated to be $800,177.

Fund	Fiscal Year 2025	Estimated Ongoing
General Fund	$ 208,749	$ 435,348
Library Fund	$ 18,093	$ 37,734
Parks Maintenance Fund	$ 30,011	$ 62,587
Gas Taxes Fund	$ 17,300	$ 36,079
Sewer Service Fund	$ 29,297	$ 61,098

Nutrition	$	11,112	$	23,175
Trash Rate Stabilization Fund	$	4,721	$	9,845
Grant-C.D.B.G.	$	1,325	$	2,764
Parking Authority	$	6,721	$	14,016
Housing Choice Voucher Fund	$	22,932	$	47,825
Home Fund	$	2,117	$	4,414
Low & Mod Income Housing Asset Fund	$	791	$	1,650
Facilities Maint. Fund	$	19,981	$	41,671
Liability Ins. Fund	$	1,988	$	4,146
Motor Vehicle Svc Fund	$	8,547	$	17,825
Total	**$**	**383,685**	**$**	**800,177**

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. 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 - Resolution
Exhibit B – MEA Salary Schedule Effective January 7, 2025
Exhibit C – NCMEA_SEIU Side Letter

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND THE NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION, REPRESENTED BY SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 221, EXTENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES THROUGH JUNE 30, 2025 AND INCREASING THE SALARIES OF COVERED EMPLOYEES; AMENDING THE NCMEA SALARY SCHEDULE TO REFLECT A SIX PERCENT INCREASE IN BASE SALARIES; AND AUTHORIZING THE ESTABLISHMENT OF FISCAL YEAR 2025 BUDGET APPROPRIATIONS IN THE AMOUNT OF $383,685 TO FUND THE SALARIES.

WHEREAS, the City of National City ("City") and the National City Municipal Employees' Association ("MEA") are parties to a Memorandum of understanding ("MOU") for the period of July 1, 2022 through December 31, 2024, which governs the wages, hours, and other terms and conditions of employment of the classifications represented by the MEA; and

WHEREAS, the City and MEA, through MEA's exclusive representative the Service Employees International Union, Local 221 ("SEIU"), have met and come to an agreement to extend the MOU six (6) months from December 31, 2024, to June 30, 2025, to allow additional time to negotiate a successor agreement to the MOU; and

WHEREAS, the City and MEA have further agreed to a six percent (6%) increase in base salaries of the classifications represented by the MEA, effective with the start of the first pay period in January 2025; and

WHEREAS, additionally, City and MEA have agreed that part-time employees will be eligible to take the Bilingual Performance Evaluation administered by the Human Resources Department, but that part-time employees will not be eligible for bilingual differential pay until determined via upcoming negotiations between the parties; and

WHEREAS, City staff recommends that the City Council formalize the agreement between the City and MEA by approving a Side Letter Agreement (attached as Exhibit C) to the current MOU; and

WHEREAS, in fiscal year 2025, additional budget appropriations in the amount of $383,684 are necessary to fund the increased salaries.

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 Side Letter Agreement to the current Memorandum of Understanding between the City of National City and the National City Municipal Employees' Association ("MOU") to extended the MOU six months, from December 31, 2024, to June 30, 2025, to increase the salaries of covered employees, and to allow part-time employees to take the Bilingual Performance Evaluation. The Side Letter Agreement is attached to the Agenda Report as Exhibit C.

Section 2: That the City Council hereby authorizes the City Manager to execute said Side Letter Agreement.

Section 3: That the City Council hereby authorizes the establishment of Fiscal Year 2025 budget appropriations in the amount of $383,685 spread across multiple funds as determined by the City Manager.

Section 4: That the City Council hereby authorizes the amendment to the NCMEA Salary Schedule as shown in Exhibit B, effective January 7, 2025.

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 3rd day of December, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
ABANDONED VEHICLE ABATEMENT OFFICER	STEP A	$24.27	$1,941.92	$4,207.49	$50,489.92
	STEP B	$25.48	$2,038.59	$4,416.95	$53,003.39
	STEP C	$26.75	$2,140.35	$4,637.43	$55,649.15
	STEP D	$28.10	$2,248.05	$4,870.77	$58,449.25
	STEP E	$29.50	$2,359.98	$5,113.30	$61,359.58
ACADEMIC ENRICHMENT PROGRAMS COORDINATOR	STEP A	$34.28	$2,742.43	$5,941.94	$71,303.23
	STEP B	$36.00	$2,879.81	$6,239.58	$74,875.01
	STEP C	$37.80	$3,023.97	$6,551.93	$78,623.17
	STEP D	$39.68	$3,174.06	$6,877.14	$82,525.66
	STEP E	$41.66	$3,332.64	$7,220.72	$86,648.64
ACCOUNTANT	STEP A	$35.44	$2,834.86	$6,142.21	$73,706.46
	STEP B	$37.20	$2,975.63	$6,447.20	$77,366.43
	STEP C	$39.06	$3,124.88	$6,770.57	$81,246.88
	STEP D	$41.01	$3,280.91	$7,108.64	$85,303.71
	STEP E	$43.06	$3,444.58	$7,463.25	$89,558.98
ACCOUNTANT TRAINEE	STEP A	$30.11	$2,409.17	$5,219.86	$62,638.37
	STEP B	$31.61	$2,528.74	$5,478.93	$65,747.14
	STEP C	$33.20	$2,655.94	$5,754.53	$69,054.34
	STEP D	$34.86	$2,789.07	$6,042.99	$72,515.87
	STEP E	$36.60	$2,928.14	$6,344.31	$76,131.74
ACCOUNTING ASSISTANT	STEP A	$25.15	$2,012.30	$4,359.99	$52,319.90
	STEP B	$26.40	$2,112.37	$4,576.80	$54,921.57
	STEP C	$27.72	$2,217.52	$4,804.63	$57,655.52
	STEP D	$29.12	$2,329.46	$5,047.15	$60,565.86
	STEP E	$30.56	$2,444.78	$5,297.03	$63,564.38
ADMINISTRATIVE SECRETARY	STEP A	$24.28	$1,942.77	$4,209.33	$50,511.97
	STEP B	$25.49	$2,039.44	$4,418.79	$53,025.44
	STEP C	$26.78	$2,142.05	$4,641.10	$55,693.25
	STEP D	$28.11	$2,248.90	$4,872.61	$58,471.30
	STEP E	$29.52	$2,361.68	$5,116.97	$61,403.68
ADMINISTRATIVE TECHNICIAN	STEP A	$30.57	$2,445.63	$5,298.87	$63,586.43
	STEP B	$32.10	$2,567.74	$5,563.45	$66,761.34
	STEP C	$33.70	$2,695.79	$5,840.88	$70,090.59
	STEP D	$35.39	$2,831.47	$6,134.86	$73,618.27
	STEP E	$37.15	$2,972.24	$6,439.85	$77,278.24

6% SALARY INCREASE

CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE

EFFECTIVE JANUARY 7, 2025

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
ALARM PROGRAM COORDINATOR	STEP A	$20.45	$1,635.79	$3,544.22	$42,530.59
	STEP B	$21.48	$1,718.05	$3,722.44	$44,669.25
	STEP C	$22.55	$1,803.70	$3,908.01	$46,896.10
	STEP D	$23.67	$1,893.58	$4,102.77	$49,233.18
	STEP E	$24.86	$1,988.56	$4,308.55	$51,702.56
ANIMAL REGULATIONS OFFICER	STEP A	$26.62	$2,129.33	$4,613.54	$55,362.53
	STEP B	$27.94	$2,235.33	$4,843.21	$58,118.53
	STEP C	$29.35	$2,348.11	$5,087.58	$61,050.91
	STEP D	$30.80	$2,464.29	$5,339.29	$64,071.49
	STEP E	$32.34	$2,587.25	$5,605.70	$67,268.45
ASSISTANT ENGINEER-CIVIL	STEP A	$43.32	$3,465.78	$7,509.18	$90,110.18
	STEP B	$45.48	$3,638.77	$7,884.00	$94,607.97
	STEP C	$47.77	$3,821.94	$8,280.86	$99,370.34
	STEP D	$50.16	$4,012.74	$8,694.26	$104,331.14
	STEP E	$52.66	$4,212.86	$9,127.87	$109,534.46
ASSISTANT PLANNER	STEP A	$35.46	$2,836.56	$6,145.88	$73,750.56
	STEP B	$37.24	$2,979.02	$6,454.55	$77,454.62
	STEP C	$39.09	$3,127.42	$6,776.09	$81,313.02
	STEP D	$41.04	$3,283.46	$7,114.15	$85,369.86
	STEP E	$43.09	$3,447.12	$7,468.76	$89,625.12
ASSISTANT TREE TRIMMER	STEP A	$25.29	$2,023.33	$4,383.88	$52,606.53
	STEP B	$26.57	$2,125.94	$4,606.19	$55,274.34
	STEP C	$27.90	$2,231.94	$4,835.86	$58,030.34
	STEP D	$29.29	$2,343.02	$5,076.55	$60,918.62
	STEP E	$30.76	$2,460.90	$5,331.94	$63,983.30
ASSOCIATE ENGINEER-CIVIL	STEP A	$48.86	$3,908.43	$8,468.27	$101,619.23
	STEP B	$51.30	$4,104.32	$8,892.69	$106,712.32
	STEP C	$53.86	$4,308.69	$9,335.49	$112,025.89
	STEP D	$56.56	$4,524.93	$9,804.01	$117,648.13
	STEP E	$59.39	$4,751.34	$10,294.58	$123,534.94
ASSOCIATE PLANNER	STEP A	$39.17	$3,133.36	$6,788.95	$81,467.36
	STEP B	$41.15	$3,291.94	$7,132.53	$85,590.34
	STEP C	$43.20	$3,455.60	$7,487.13	$89,845.60
	STEP D	$45.35	$3,627.74	$7,860.11	$94,321.34
	STEP E	$47.62	$3,809.22	$8,253.30	$99,039.62

6% SALARY INCREASE

CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE

EFFECTIVE JANUARY 7, 2025

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
BUILDING INSPECTOR	STEP A	$35.97	$2,877.26	$6,234.07	$74,808.86
	STEP B	$37.77	$3,021.42	$6,546.42	$78,557.02
	STEP C	$39.64	$3,171.52	$6,871.63	$82,459.52
	STEP D	$41.63	$3,330.10	$7,215.21	$86,582.50
	STEP E	$43.70	$3,496.30	$7,575.33	$90,903.90
BUILDING INSPECTOR/ PLAN CHECKER	STEP A	$38.18	$3,054.50	$6,618.07	$79,416.90
	STEP B	$40.09	$3,207.14	$6,948.79	$83,385.54
	STEP C	$42.09	$3,367.41	$7,296.05	$87,552.61
	STEP D	$44.19	$3,535.31	$7,659.84	$91,918.11
	STEP E	$46.41	$3,712.54	$8,043.85	$96,526.14
BUILDING TRADE SPECIALIST	STEP A	$29.14	$2,331.15	$5,050.83	$60,609.95
	STEP B	$30.59	$2,447.33	$5,302.54	$63,630.53
	STEP C	$32.13	$2,570.29	$5,568.96	$66,827.49
	STEP D	$33.73	$2,698.34	$5,846.39	$70,156.74
	STEP E	$35.41	$2,833.17	$6,138.53	$73,662.37
BUYER	STEP A	$32.40	$2,592.34	$5,616.73	$67,400.74
	STEP B	$34.02	$2,721.23	$5,896.00	$70,752.03
	STEP C	$35.73	$2,858.61	$6,193.65	$74,323.81
	STEP D	$37.52	$3,001.92	$6,504.16	$78,049.92
	STEP E	$39.40	$3,152.02	$6,829.37	$81,952.42
CARPENTER	STEP A	$28.38	$2,270.10	$4,918.54	$59,022.50
	STEP B	$29.80	$2,383.73	$5,164.74	$61,976.93
	STEP C	$31.28	$2,502.45	$5,421.97	$65,063.65
	STEP D	$32.85	$2,627.95	$5,693.90	$68,326.75
	STEP E	$34.48	$2,758.54	$5,976.85	$71,722.14
CIVIL ENGINEERING TECHNICIAN	STEP A	$32.72	$2,617.78	$5,671.85	$68,062.18
	STEP B	$34.35	$2,748.37	$5,954.80	$71,457.57
	STEP C	$36.07	$2,885.74	$6,252.45	$75,029.34
	STEP D	$37.88	$3,030.75	$6,566.63	$78,799.55
	STEP E	$39.77	$3,181.70	$6,893.67	$82,724.10
CODE CONFORMANCE OFFICER I	STEP A	$30.03	$2,402.38	$5,205.17	$62,461.98
	STEP B	$31.54	$2,522.80	$5,466.07	$65,592.80
	STEP C	$33.11	$2,649.15	$5,739.83	$68,877.95
	STEP D	$34.77	$2,781.44	$6,026.45	$72,317.44
	STEP E	$36.51	$2,920.51	$6,327.78	$75,933.31

6% SALARY INCREASE

CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE

EFFECTIVE JANUARY 7, 2025

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CODE CONFORMANCE OFFICER I - PT	STEP A	$30.03	$2,402.38	$5,205.17	$62,461.98
	STEP B	$31.54	$2,522.80	$5,466.07	$65,592.80
	STEP C	$33.11	$2,649.15	$5,739.83	$68,877.95
	STEP D	$34.77	$2,781.44	$6,026.45	$72,317.44
	STEP E	$36.51	$2,920.51	$6,327.78	$75,933.31
CODE CONFORMANCE OFFICER II	STEP A	$32.94	$2,635.58	$5,710.43	$68,525.18
	STEP B	$34.59	$2,767.02	$5,995.22	$71,942.62
	STEP C	$36.31	$2,904.40	$6,292.87	$75,514.40
	STEP D	$38.13	$3,050.26	$6,608.89	$79,306.66
	STEP E	$40.04	$3,202.90	$6,939.61	$83,275.30
CODE CONFORMANCE OFFICER II - PT	STEP A	$32.94	$2,635.58	$5,710.43	$68,525.18
	STEP B	$34.59	$2,767.02	$5,995.22	$71,942.62
	STEP C	$36.31	$2,904.40	$6,292.87	$75,514.40
	STEP D	$38.13	$3,050.26	$6,608.89	$79,306.66
	STEP E	$40.04	$3,202.90	$6,939.61	$83,275.30
COMMUNITY DEVELOPMENT SPECIALIST I	STEP A	$32.12	$2,569.44	$5,567.12	$66,805.44
	STEP B	$33.73	$2,698.34	$5,846.39	$70,156.74
	STEP C	$35.40	$2,832.32	$6,136.69	$73,640.32
	STEP D	$37.17	$2,973.94	$6,443.53	$77,322.34
	STEP E	$39.03	$3,122.34	$6,765.06	$81,180.74
COMMUNITY DEVELOPMENT SPECIALIST II	STEP A	$35.48	$2,838.35	$6,149.76	$73,797.14
	STEP B	$37.27	$2,981.31	$6,459.51	$77,514.08
	STEP C	$39.12	$3,129.95	$6,781.56	$81,378.71
	STEP D	$41.08	$3,286.16	$7,120.02	$85,440.26
	STEP E	$43.12	$3,449.95	$7,474.89	$89,698.73
COMMUNITY SERVICES OFFICER	STEP A	$25.65	$2,052.01	$4,446.02	$53,352.21
	STEP B	$26.94	$2,155.11	$4,669.41	$56,032.93
	STEP C	$28.28	$2,262.70	$4,902.52	$58,830.21
	STEP D	$29.70	$2,375.89	$5,147.76	$61,773.18
	STEP E	$31.18	$2,494.69	$5,405.15	$64,861.83
CONSTRUCTION INSPECTOR	STEP A	$34.76	$2,780.59	$6,024.62	$72,295.39
	STEP B	$36.49	$2,918.82	$6,324.10	$75,889.22
	STEP C	$38.31	$3,064.67	$6,640.12	$79,681.47
	STEP D	$40.23	$3,218.16	$6,972.68	$83,672.16
	STEP E	$42.24	$3,379.28	$7,321.77	$87,861.28

6% SALARY INCREASE

CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE

EFFECTIVE JANUARY 7, 2025

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CRIME & INTELLIGENCE ANALYST	STEP A	$36.86	$2,948.50	$6,388.41	$76,660.90
	STEP B	$38.70	$3,096.05	$6,708.10	$80,497.25
	STEP C	$40.64	$3,251.23	$7,044.34	$84,532.03
	STEP D	$42.67	$3,413.20	$7,395.27	$88,743.20
	STEP E	$44.80	$3,583.65	$7,764.57	$93,174.85
CRIME ANALYST	STEP A	$34.73	$2,778.05	$6,019.10	$72,229.25
	STEP B	$36.46	$2,917.12	$6,320.43	$75,845.12
	STEP C	$38.29	$3,062.98	$6,636.45	$79,637.38
	STEP D	$39.73	$3,178.30	$6,886.33	$82,635.90
	STEP E	$42.21	$3,376.74	$7,316.26	$87,795.14
CRIME SCENE SPECIALIST	STEP A	$32.73	$2,618.62	$5,673.69	$68,084.22
	STEP B	$34.37	$2,749.22	$5,956.63	$71,479.62
	STEP C	$36.08	$2,886.59	$6,254.28	$75,051.39
	STEP D	$37.88	$3,030.75	$6,566.63	$78,799.55
	STEP E	$39.78	$3,182.54	$6,895.51	$82,746.14
CUSTODIAN	STEP A	$19.11	$1,528.94	$3,312.71	$39,752.54
	STEP B	$20.07	$1,605.26	$3,478.07	$41,736.86
	STEP C	$21.08	$1,686.67	$3,654.46	$43,853.47
	STEP D	$22.13	$1,770.62	$3,836.35	$46,036.22
	STEP E	$23.24	$1,858.82	$4,027.43	$48,329.22
DISHWASHER - PT	STEP A	$17.50	$1,400.05	$3,033.44	$36,401.25
	STEP B	$18.38	$1,470.43	$3,185.94	$38,231.23
	STEP C	$19.30	$1,544.21	$3,345.78	$40,149.41
	STEP D	$20.28	$1,622.22	$3,514.82	$42,177.82
	STEP E	$21.30	$1,703.63	$3,691.20	$44,294.43
ELECTRICIAN	STEP A	$31.49	$2,519.41	$5,458.72	$65,504.61
	STEP B	$33.07	$2,645.76	$5,732.48	$68,789.76
	STEP C	$34.72	$2,777.20	$6,017.27	$72,207.20
	STEP D	$36.45	$2,916.27	$6,318.59	$75,823.07
	STEP E	$38.28	$3,062.13	$6,634.61	$79,615.33
EQUIPMENT MECHANIC I	STEP A	$28.19	$2,254.83	$4,885.47	$58,625.63
	STEP B	$29.60	$2,367.62	$5,129.83	$61,558.02
	STEP C	$31.08	$2,486.34	$5,387.06	$64,644.74
	STEP D	$32.63	$2,610.14	$5,655.31	$67,863.74
	STEP E	$34.26	$2,740.74	$5,938.26	$71,259.14

6% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
EQUIPMENT MECHANIC II	STEP A	$30.96	$2,477.01	$5,366.85	$64,402.21
	STEP B	$32.52	$2,601.66	$5,636.94	$67,643.26
	STEP C	$34.13	$2,730.56	$5,916.21	$70,994.56
	STEP D	$35.85	$2,867.94	$6,213.86	$74,566.34
	STEP E	$37.65	$3,012.10	$6,526.21	$78,314.50
EQUIPMENT OPERATOR	STEP A	$27.27	$2,181.90	$4,727.46	$56,729.50
	STEP B	$28.63	$2,290.45	$4,962.64	$59,551.65
	STEP C	$30.06	$2,404.93	$5,210.68	$62,528.13
	STEP D	$31.57	$2,525.34	$5,471.58	$65,658.94
	STEP E	$33.16	$2,652.54	$5,747.18	$68,966.14
EXECUTIVE CHEF	STEP A	$24.45	$1,956.34	$4,238.73	$50,864.74
	STEP B	$25.67	$2,053.86	$4,450.02	$53,400.26
	STEP C	$26.96	$2,156.46	$4,672.34	$56,068.06
	STEP D	$28.31	$2,265.01	$4,907.52	$58,890.21
	STEP E	$29.72	$2,377.79	$5,151.88	$61,822.59
EXECUTIVE SECRETARY	STEP A	$28.03	$2,242.11	$4,857.91	$58,294.91
	STEP B	$29.43	$2,354.05	$5,100.44	$61,205.25
	STEP C	$30.89	$2,471.07	$5,353.99	$64,247.87
	STEP D	$32.44	$2,594.88	$5,622.24	$67,466.88
	STEP E	$34.06	$2,724.62	$5,903.35	$70,840.22
FIRE INSPECTOR I	STEP A	$35.05	$2,804.34	$6,076.06	$72,912.74
	STEP B	$36.81	$2,945.10	$6,381.06	$76,572.70
	STEP C	$38.65	$3,091.81	$6,698.92	$80,387.01
	STEP D	$40.59	$3,246.99	$7,035.15	$84,421.79
	STEP E	$42.61	$3,408.96	$7,386.08	$88,632.96
FIRE INSPECTOR II	STEP A	$37.82	$3,025.66	$6,555.61	$78,667.26
	STEP B	$39.72	$3,177.46	$6,884.49	$82,613.86
	STEP C	$41.69	$3,335.18	$7,226.23	$86,714.78
	STEP D	$43.78	$3,502.24	$7,588.19	$91,058.24
	STEP E	$45.97	$3,677.78	$7,968.51	$95,622.18
FOOD SERVICES WORKER	STEP A	$19.30	$1,544.21	$3,345.78	$40,149.41
	STEP B	$20.11	$1,608.66	$3,485.42	$41,825.06
	STEP C	$20.96	$1,676.50	$3,632.41	$43,588.90
	STEP D	$21.85	$1,747.73	$3,786.74	$45,440.93
	STEP E	$22.78	$1,822.35	$3,948.43	$47,381.15

6% SALARY INCREASE

CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE

EFFECTIVE JANUARY 7, 2025

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
FOOD SERVICES WORKER - PT	STEP A	$19.30	$1,544.21	$3,345.78	$40,149.41
	STEP B	$20.11	$1,608.66	$3,485.42	$41,825.06
	STEP C	$20.96	$1,676.50	$3,632.41	$43,588.90
	STEP D	$21.85	$1,747.73	$3,786.74	$45,440.93
	STEP E	$22.78	$1,822.35	$3,948.43	$47,381.15
GRAFFITI REMOVAL ASSISTANT	STEP A	$23.42	$1,873.23	$4,058.67	$48,704.03
	STEP B	$24.58	$1,966.51	$4,260.78	$51,129.31
	STEP C	$25.81	$2,064.88	$4,473.91	$53,686.88
	STEP D	$27.10	$2,168.34	$4,698.06	$56,376.74
	STEP E	$28.46	$2,276.88	$4,933.24	$59,198.88
GRAFFITI REMOVAL TECHNICIAN	STEP A	$27.67	$2,213.28	$4,795.44	$57,545.28
	STEP B	$29.05	$2,324.37	$5,036.13	$60,433.57
	STEP C	$30.50	$2,439.70	$5,286.01	$63,432.10
	STEP D	$32.03	$2,562.66	$5,552.42	$66,629.06
	STEP E	$33.63	$2,690.70	$5,829.86	$69,958.30
HOME DELIVERED MEAL COORDINATOR	STEP A	$19.91	$1,592.54	$3,450.51	$41,406.14
	STEP B	$20.90	$1,672.26	$3,623.22	$43,478.66
	STEP C	$21.94	$1,755.36	$3,803.28	$45,639.36
	STEP D	$23.03	$1,842.70	$3,992.53	$47,910.30
	STEP E	$24.19	$1,935.14	$4,192.79	$50,313.54
HOME DELIVERED MEAL DRIVER	STEP A	$19.60	$1,567.95	$3,397.23	$40,766.75
	STEP B	$20.56	$1,645.12	$3,564.43	$42,773.12
	STEP C	$21.60	$1,728.22	$3,744.49	$44,933.82
	STEP D	$22.68	$1,814.72	$3,931.89	$47,182.72
	STEP E	$23.81	$1,904.61	$4,126.65	$49,519.81
HOUSING ASSISTANT	STEP A	$24.68	$1,974.14	$4,277.31	$51,327.74
	STEP B	$25.93	$2,074.21	$4,494.12	$53,929.41
	STEP C	$27.21	$2,176.82	$4,716.43	$56,597.22
	STEP D	$28.57	$2,285.36	$4,951.61	$59,419.36
	STEP E	$30.01	$2,400.69	$5,201.49	$62,417.89
HOUSING INSPECTOR I	STEP A	$32.23	$2,578.77	$5,587.33	$67,047.97
	STEP B	$33.85	$2,707.66	$5,866.61	$70,399.26
	STEP C	$35.54	$2,843.34	$6,160.58	$73,926.94
	STEP D	$37.31	$2,984.96	$6,467.41	$77,608.96
	STEP E	$39.18	$3,134.21	$6,790.78	$81,489.41

6% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
HOUSING INSPECTOR II	STEP A	$35.34	$2,827.23	$6,125.67	$73,508.03
	STEP B	$37.10	$2,968.00	$6,430.67	$77,168.00
	STEP C	$38.96	$3,116.40	$6,752.20	$81,026.40
	STEP D	$40.91	$3,272.43	$7,090.27	$85,083.23
	STEP E	$42.95	$3,436.10	$7,444.87	$89,338.50
HOUSING SPECIALIST	STEP A	$36.07	$2,885.74	$6,252.45	$75,029.34
	STEP B	$37.87	$3,029.90	$6,564.79	$78,777.50
	STEP C	$39.77	$3,181.70	$6,893.67	$82,724.10
	STEP D	$41.75	$3,340.27	$7,237.26	$86,847.07
	STEP E	$43.84	$3,507.33	$7,599.21	$91,190.53
JUNIOR ENGINEER-CIVIL	STEP A	$36.99	$2,959.52	$6,412.29	$76,947.52
	STEP B	$38.84	$3,107.07	$6,731.99	$80,783.87
	STEP C	$40.80	$3,263.95	$7,071.90	$84,862.75
	STEP D	$42.82	$3,425.92	$7,422.83	$89,073.92
	STEP E	$44.97	$3,597.22	$7,793.97	$93,527.62
LEAD EQUIPMENT MECHANIC	STEP A	$33.89	$2,711.06	$5,873.95	$70,487.46
	STEP B	$35.61	$2,848.43	$6,171.60	$74,059.23
	STEP C	$37.38	$2,990.05	$6,478.44	$77,741.25
	STEP D	$39.24	$3,139.30	$6,801.81	$81,621.70
	STEP E	$41.21	$3,297.02	$7,143.55	$85,722.62
LEAD HAZARD CONTROL PROGRAM CASE MANAGER	STEP A	$30.89	$2,471.07	$5,353.99	$64,247.87
	STEP B	$32.44	$2,594.88	$5,622.24	$67,466.88
	STEP C	$34.05	$2,723.78	$5,901.51	$70,818.18
	STEP D	$35.75	$2,860.30	$6,197.33	$74,367.90
	STEP E	$37.56	$3,004.46	$6,509.67	$78,116.06
LEAD HAZARD CONTROL PROGRAM COORDINATOR	STEP A	$33.80	$2,704.27	$5,859.26	$70,311.07
	STEP B	$35.51	$2,840.80	$6,155.07	$73,860.80
	STEP C	$37.28	$2,982.42	$6,461.90	$77,542.82
	STEP D	$39.15	$3,131.66	$6,785.27	$81,423.26
	STEP E	$41.11	$3,288.54	$7,125.18	$85,502.14
LEAD HOUSING INSPECTOR	STEP A	$31.96	$2,556.72	$5,539.56	$66,474.72
	STEP B	$33.56	$2,684.77	$5,817.00	$69,803.97
	STEP C	$35.22	$2,817.90	$6,105.46	$73,265.50
	STEP D	$36.98	$2,958.67	$6,410.46	$76,925.47
	STEP E	$38.85	$3,107.92	$6,733.83	$80,805.92

6% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
LEAD RISK INSPECTOR/ASSESSOR	STEP A	$31.96	$2,556.72	$5,539.56	$66,474.72
	STEP B	$33.56	$2,684.77	$5,817.00	$69,803.97
	STEP C	$35.22	$2,817.90	$6,105.46	$73,265.50
	STEP D	$36.98	$2,958.67	$6,410.46	$76,925.47
	STEP E	$38.85	$3,107.92	$6,733.83	$80,805.92
LEAD SAMPLING TECHNICIAN	STEP A	$24.96	$1,997.04	$4,326.92	$51,923.04
	STEP B	$26.20	$2,096.26	$4,541.89	$54,502.66
	STEP C	$27.51	$2,200.56	$4,767.88	$57,214.56
	STEP D	$28.90	$2,311.65	$5,008.57	$60,102.85
	STEP E	$30.34	$2,426.98	$5,258.45	$63,101.38
LEAD TREE TRIMMER	STEP A	$27.85	$2,227.70	$4,826.67	$57,920.10
	STEP B	$29.25	$2,339.63	$5,069.20	$60,830.43
	STEP C	$30.70	$2,455.81	$5,320.92	$63,851.01
	STEP D	$32.25	$2,579.62	$5,589.17	$67,070.02
	STEP E	$33.85	$2,707.66	$5,866.61	$70,399.26
LIBRARIAN	STEP A	$34.28	$2,742.43	$5,941.94	$71,303.23
	STEP B	$36.00	$2,879.81	$6,239.58	$74,875.01
	STEP C	$37.80	$3,023.97	$6,551.93	$78,623.17
	STEP D	$39.68	$3,174.06	$6,877.14	$82,525.66
	STEP E	$41.66	$3,332.64	$7,220.72	$86,648.64
LIBRARIAN - PT	STEP A	$34.28	$2,742.43	$5,941.94	$71,303.23
	STEP B	$36.00	$2,879.81	$6,239.58	$74,875.01
	STEP C	$37.80	$3,023.97	$6,551.93	$78,623.17
	STEP D	$39.68	$3,174.06	$6,877.14	$82,525.66
	STEP E	$41.66	$3,332.64	$7,220.72	$86,648.64
LIBRARY AIDE - PT	STEP A	$17.50	$1,400.05	$3,033.44	$36,401.25
	STEP B	$18.38	$1,470.43	$3,185.94	$38,231.23
	STEP C	$19.30	$1,544.21	$3,345.78	$40,149.41
	STEP D	$20.28	$1,622.22	$3,514.82	$42,177.82
	STEP E	$21.30	$1,703.63	$3,691.20	$44,294.43
LIBRARY ASSISTANT	STEP A	$20.72	$1,657.84	$3,591.99	$43,103.84
	STEP B	$21.76	$1,740.94	$3,772.05	$45,264.54
	STEP C	$22.84	$1,827.44	$3,959.45	$47,513.44
	STEP D	$23.99	$1,919.02	$4,157.89	$49,894.62
	STEP E	$25.19	$2,014.85	$4,365.50	$52,386.05

6% SALARY INCREASE

CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE

EFFECTIVE JANUARY 7, 2025

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
LIBRARY ASSISTANT - PT	STEP A	$20.72	$1,657.84	$3,591.99	$43,103.84
	STEP B	$21.76	$1,740.94	$3,772.05	$45,264.54
	STEP C	$22.84	$1,827.44	$3,959.45	$47,513.44
	STEP D	$23.99	$1,919.02	$4,157.89	$49,894.62
	STEP E	$25.19	$2,014.85	$4,365.50	$52,386.05
LIBRARY CIRCULATION SUPERVISOR	STEP A	$29.83	$2,386.27	$5,170.26	$62,043.07
	STEP B	$31.31	$2,504.99	$5,427.48	$65,129.79
	STEP C	$32.88	$2,630.50	$5,699.41	$68,392.90
	STEP D	$34.52	$2,761.94	$5,984.19	$71,810.34
	STEP E	$36.25	$2,900.16	$6,283.68	$75,404.16
LIBRARY TECHNICIAN	STEP A	$25.06	$2,004.67	$4,343.46	$52,121.47
	STEP B	$26.31	$2,104.74	$4,560.26	$54,723.14
	STEP C	$27.62	$2,209.89	$4,788.09	$57,457.09
	STEP D	$29.01	$2,320.98	$5,028.78	$60,345.38
	STEP E	$30.44	$2,435.46	$5,276.82	$63,321.86
LIBRARY TECHNICIAN - PT	STEP A	$25.06	$2,004.67	$4,343.46	$52,121.47
	STEP B	$26.31	$2,104.74	$4,560.26	$54,723.14
	STEP C	$27.62	$2,209.89	$4,788.09	$57,457.09
	STEP D	$29.01	$2,320.98	$5,028.78	$60,345.38
	STEP E	$30.44	$2,435.46	$5,276.82	$63,321.86
MANAGEMENT ANALYST TRAINEE	STEP A	$27.99	$2,239.57	$4,852.40	$58,228.77
	STEP B	$29.39	$2,351.50	$5,094.93	$61,139.10
	STEP C	$30.86	$2,468.53	$5,348.48	$64,181.73
	STEP D	$32.39	$2,591.49	$5,614.89	$67,378.69
	STEP E	$34.03	$2,722.08	$5,897.84	$70,774.08
MAINTENANCE WORKER	STEP A	$23.42	$1,873.23	$4,058.67	$48,704.03
	STEP B	$24.58	$1,966.51	$4,260.78	$51,129.31
	STEP C	$25.81	$2,064.88	$4,473.91	$53,686.88
	STEP D	$27.10	$2,168.34	$4,698.06	$56,376.74
	STEP E	$28.46	$2,276.88	$4,933.24	$59,198.88
NEIGHBORHOOD COUNCIL SPECIALIST	STEP A	$28.48	$2,278.58	$4,936.91	$59,242.98
	STEP B	$29.90	$2,392.21	$5,183.12	$62,197.41
	STEP C	$31.39	$2,510.93	$5,440.34	$65,284.13
	STEP D	$32.97	$2,637.28	$5,714.11	$68,569.28
	STEP E	$34.62	$2,769.57	$6,000.73	$72,008.77

6% SALARY INCREASE

CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE

EFFECTIVE JANUARY 7, 2025

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
NUTRITION SERVICES SUPERVISOR	STEP A	$33.01	$2,640.67	$5,721.46	$68,657.47
	STEP B	$34.65	$2,772.11	$6,006.24	$72,074.91
	STEP C	$36.39	$2,911.18	$6,307.57	$75,690.78
	STEP D	$38.20	$3,056.19	$6,621.75	$79,460.99
	STEP E	$40.12	$3,209.68	$6,954.31	$83,451.68
OFFICE ASSISTANT	STEP A	$20.62	$1,649.36	$3,573.61	$42,883.36
	STEP B	$21.68	$1,734.16	$3,757.35	$45,088.16
	STEP C	$22.74	$1,818.96	$3,941.08	$47,292.96
	STEP D	$23.88	$1,910.54	$4,139.51	$49,674.14
	STEP E	$25.07	$2,005.52	$4,345.29	$52,143.52
PARK CARETAKER	STEP A	$23.07	$1,845.25	$3,998.04	$47,976.45
	STEP B	$24.23	$1,938.53	$4,200.14	$50,401.73
	STEP C	$25.44	$2,035.20	$4,409.60	$52,915.20
	STEP D	$26.71	$2,136.96	$4,630.08	$55,560.96
	STEP E	$28.05	$2,243.81	$4,861.58	$58,339.01
PARK SUPERVISOR	STEP A	$36.67	$2,933.23	$6,355.34	$76,264.03
	STEP B	$38.50	$3,079.94	$6,673.19	$80,078.34
	STEP C	$40.43	$3,234.27	$7,007.59	$84,091.07
	STEP D	$42.45	$3,396.24	$7,358.52	$88,302.24
	STEP E	$44.57	$3,565.84	$7,725.99	$92,711.84
PARKING REGULATIONS OFFICER	STEP A	$25.90	$2,071.66	$4,488.61	$53,863.26
	STEP B	$27.20	$2,175.97	$4,714.60	$56,575.17
	STEP C	$28.56	$2,284.51	$4,949.78	$59,397.31
	STEP D	$30.00	$2,399.84	$5,199.65	$62,395.84
	STEP E	$31.49	$2,519.41	$5,458.72	$65,504.61
PARKS EQUIPMENT OPERATOR	STEP A	$26.83	$2,146.29	$4,650.29	$55,803.49
	STEP B	$28.17	$2,253.98	$4,883.63	$58,603.58
	STEP C	$29.57	$2,365.92	$5,126.16	$61,513.92
	STEP D	$31.06	$2,484.64	$5,383.39	$64,600.64
	STEP E	$32.62	$2,609.30	$5,653.47	$67,841.70
PERMIT TECHNICIAN	STEP A	$28.08	$2,246.35	$4,867.10	$58,405.15
	STEP B	$29.48	$2,358.29	$5,109.62	$61,315.49
	STEP C	$30.95	$2,476.16	$5,365.01	$64,380.16
	STEP D	$32.50	$2,599.97	$5,633.26	$67,599.17
	STEP E	$34.13	$2,730.56	$5,916.21	$70,994.56

6% SALARY INCREASE

CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE

EFFECTIVE JANUARY 7, 2025

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
PLANNING TECHNICIAN	STEP A	$28.03	$2,242.11	$4,857.91	$58,294.91
	STEP B	$29.43	$2,354.05	$5,100.44	$61,205.25
	STEP C	$30.90	$2,471.92	$5,355.83	$64,269.92
	STEP D	$32.44	$2,594.88	$5,622.24	$67,466.88
	STEP E	$34.07	$2,725.47	$5,905.19	$70,862.27
PLANS EXAMINER	STEP A	$44.22	$3,537.86	$7,665.35	$91,984.26
	STEP B	$46.44	$3,715.09	$8,049.36	$96,592.29
	STEP C	$48.75	$3,899.95	$8,449.90	$101,398.75
	STEP D	$51.20	$4,095.84	$8,874.32	$106,491.84
	STEP E	$53.76	$4,301.06	$9,318.95	$111,827.46
PLUMBER	STEP A	$29.19	$2,335.39	$5,060.02	$60,720.19
	STEP B	$30.64	$2,451.57	$5,311.73	$63,740.77
	STEP C	$32.18	$2,574.53	$5,578.14	$66,937.73
	STEP D	$33.80	$2,704.27	$5,859.26	$70,311.07
	STEP E	$35.48	$2,838.26	$6,149.55	$73,794.66
POLICE DISPATCH SUPERVISOR	STEP A	$42.86	$3,428.46	$7,428.34	$89,140.06
	STEP B	$45.01	$3,600.61	$7,801.32	$93,615.81
	STEP C	$47.25	$3,780.38	$8,190.83	$98,289.98
	STEP D	$49.63	$3,970.34	$8,602.39	$103,228.74
	STEP E	$52.10	$4,167.92	$9,030.49	$108,365.92
POLICE DISPATCHER	STEP A	$33.72	$2,697.49	$5,844.56	$70,134.69
	STEP B	$35.39	$2,831.47	$6,134.86	$73,618.27
	STEP C	$37.16	$2,973.09	$6,441.69	$77,300.29
	STEP D	$39.03	$3,122.34	$6,765.06	$81,180.74
	STEP E	$40.98	$3,278.37	$7,103.13	$85,237.57
POLICE INVESTIGATIVE AIDE	STEP A	$29.54	$2,363.38	$5,120.65	$61,447.78
	STEP B	$31.02	$2,481.25	$5,376.04	$64,512.45
	STEP C	$32.56	$2,605.06	$5,644.29	$67,731.46
	STEP D	$34.20	$2,735.65	$5,927.24	$71,126.85
	STEP E	$35.90	$2,872.18	$6,223.05	$74,676.58
POLICE INVESTIGATOR (NON-SWORN)	STEP A	$32.61	$2,608.45	$5,651.64	$67,819.65
	STEP B	$34.24	$2,739.04	$5,934.59	$71,215.04
	STEP C	$35.94	$2,875.57	$6,230.40	$74,764.77
	STEP D	$37.74	$3,018.88	$6,540.91	$78,490.88
	STEP E	$39.62	$3,169.82	$6,867.95	$82,415.42

6% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
POLICE INVESTIGATOR - PT (NON-SWORN)	STEP A	$32.61	$2,608.45	$5,651.64	$67,819.65
	STEP B	$34.24	$2,739.04	$5,934.59	$71,215.04
	STEP C	$35.94	$2,875.57	$6,230.40	$74,764.77
	STEP D	$37.74	$3,018.88	$6,540.91	$78,490.88
	STEP E	$39.62	$3,169.82	$6,867.95	$82,415.42
POLICE OPERATIONS ASSISTANT	STEP A	$28.42	$2,273.49	$4,925.89	$59,110.69
	STEP B	$29.84	$2,387.12	$5,172.09	$62,065.12
	STEP C	$31.32	$2,505.84	$5,429.32	$65,151.84
	STEP D	$32.90	$2,632.19	$5,703.08	$68,436.99
	STEP E	$34.53	$2,762.78	$5,986.03	$71,832.38
POLICE RECORDS CLERK	STEP A	$21.78	$1,742.64	$3,775.72	$45,308.64
	STEP B	$22.87	$1,829.98	$3,964.97	$47,579.58
	STEP C	$24.03	$1,922.42	$4,165.23	$49,982.82
	STEP D	$25.23	$2,018.24	$4,372.85	$52,474.24
	STEP E	$26.49	$2,119.15	$4,591.50	$55,097.95
POLICE RECORDS SUPERVISOR	STEP A	$31.21	$2,496.51	$5,409.11	$64,909.31
	STEP B	$32.75	$2,620.32	$5,677.36	$68,128.32
	STEP C	$34.39	$2,750.91	$5,960.31	$71,523.71
	STEP D	$36.11	$2,889.14	$6,259.79	$75,117.54
	STEP E	$37.93	$3,034.14	$6,573.98	$78,887.74
PROPERTY AGENT	STEP A	$36.60	$2,928.14	$6,344.31	$76,131.74
	STEP B	$38.45	$3,075.70	$6,664.01	$79,968.10
	STEP C	$40.36	$3,229.18	$6,996.57	$83,958.78
	STEP D	$42.37	$3,389.46	$7,343.82	$88,125.86
	STEP E	$44.49	$3,559.06	$7,711.29	$92,535.46
PROPERTY & EVIDENCE SPECIALIST I	STEP A	$23.53	$1,882.56	$4,078.88	$48,946.56
	STEP B	$24.71	$1,976.69	$4,282.82	$51,393.89
	STEP C	$25.95	$2,075.90	$4,497.79	$53,973.50
	STEP D	$27.24	$2,179.36	$4,721.95	$56,663.36
	STEP E	$28.61	$2,288.75	$4,958.96	$59,507.55
PROPERTY & EVIDENCE SPECIALIST I - PT	STEP A	$23.53	$1,882.56	$4,078.88	$48,946.56
	STEP B	$24.71	$1,976.69	$4,282.82	$51,393.89
	STEP C	$25.95	$2,075.90	$4,497.79	$53,973.50
	STEP D	$27.24	$2,179.36	$4,721.95	$56,663.36
	STEP E	$28.61	$2,288.75	$4,958.96	$59,507.55

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
PROPERTY & EVIDENCE SPECIALIST II	STEP A	$28.17	$2,253.98	$4,883.63	$58,603.58
	STEP B	$29.58	$2,366.77	$5,128.00	$61,535.97
	STEP C	$31.06	$2,484.64	$5,383.39	$64,600.64
	STEP D	$32.61	$2,608.45	$5,651.64	$67,819.65
	STEP E	$34.24	$2,739.04	$5,934.59	$71,215.04
PROPERTY & EVIDENCE UNIT SUPERVISOR	STEP A	$32.19	$2,575.38	$5,579.98	$66,959.78
	STEP B	$33.79	$2,703.42	$5,857.42	$70,289.02
	STEP C	$35.47	$2,837.41	$6,147.72	$73,772.61
	STEP D	$37.25	$2,979.87	$6,456.39	$77,476.67
	STEP E	$39.11	$3,129.12	$6,779.76	$81,357.12
PUBLIC WORKS CREW SUPERVISOR	STEP A	$41.52	$3,321.62	$7,196.83	$86,362.02
	STEP B	$43.59	$3,486.98	$7,555.11	$90,661.38
	STEP C	$45.77	$3,661.66	$7,933.61	$95,203.26
	STEP D	$48.06	$3,844.83	$8,330.47	$99,965.63
	STEP E	$50.47	$4,037.33	$8,747.54	$104,970.53
PURCHASING CLERK	STEP A	$23.57	$1,885.95	$4,086.23	$49,034.75
	STEP B	$24.75	$1,980.08	$4,290.17	$51,482.08
	STEP C	$25.98	$2,078.45	$4,503.30	$54,039.65
	STEP D	$27.30	$2,183.60	$4,731.13	$56,773.60
	STEP E	$28.65	$2,292.14	$4,966.31	$59,595.74
RECREATION AIDE - PT	STEP A	$17.50	$1,400.05	$3,033.44	$36,401.25
	STEP B	$18.38	$1,470.43	$3,185.94	$38,231.23
	STEP C	$19.30	$1,544.21	$3,345.78	$40,149.41
	STEP D	$20.28	$1,622.22	$3,514.82	$42,177.82
	STEP E	$21.30	$1,703.63	$3,691.20	$44,294.43
RECREATION CENTER SUPERVISOR	STEP A	$31.49	$2,519.41	$5,458.72	$65,504.61
	STEP B	$33.08	$2,646.61	$5,734.32	$68,811.81
	STEP C	$34.73	$2,778.05	$6,019.10	$72,229.25
	STEP D	$36.47	$2,917.97	$6,322.26	$75,867.17
	STEP E	$38.29	$3,062.98	$6,636.45	$79,637.38
RECREATION LEADER I - PT	STEP A	$17.65	$1,411.92	$3,059.16	$36,709.92
	STEP B	$18.54	$1,483.15	$3,213.50	$38,561.95
	STEP C	$19.47	$1,557.78	$3,375.18	$40,502.18
	STEP D	$20.45	$1,635.79	$3,544.22	$42,530.59
	STEP E	$21.48	$1,718.05	$3,722.44	$44,669.25

6% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
RECREATION LEADER II - PT	STEP A	$17.80	$1,423.79	$3,084.88	$37,018.59
	STEP B	$18.69	$1,495.02	$3,239.22	$38,870.62
	STEP C	$19.63	$1,570.50	$3,402.74	$40,832.90
	STEP D	$20.62	$1,649.36	$3,573.61	$42,883.36
	STEP E	$21.66	$1,732.46	$3,753.67	$45,044.06
RECREATION LEADER III - PT	STEP A	$17.95	$1,435.66	$3,110.61	$37,327.26
	STEP B	$18.85	$1,507.74	$3,266.78	$39,201.34
	STEP C	$19.79	$1,583.22	$3,430.30	$41,163.62
	STEP D	$20.79	$1,662.93	$3,603.01	$43,236.13
	STEP E	$21.84	$1,746.88	$3,784.91	$45,418.88
RECREATION SPECIALIST - PT	STEP A	$17.95	$1,435.66	$3,110.61	$37,327.26
	STEP B	$18.85	$1,507.74	$3,266.78	$39,201.34
	STEP C	$19.79	$1,583.22	$3,430.30	$41,163.62
	STEP D	$20.79	$1,662.93	$3,603.01	$43,236.13
	STEP E	$21.84	$1,746.88	$3,784.91	$45,418.88
RECREATION SUPERVISOR	STEP A	$33.43	$2,674.59	$5,794.95	$69,539.39
	STEP B	$35.11	$2,808.58	$6,085.25	$73,022.98
	STEP C	$36.86	$2,948.50	$6,388.41	$76,660.90
	STEP D	$38.70	$3,096.05	$6,708.10	$80,497.25
	STEP E	$40.63	$3,250.38	$7,042.50	$84,509.98
SENIOR ACCOUNTING ASSISTANT	STEP A	$28.76	$2,300.62	$4,984.69	$59,816.22
	STEP B	$30.19	$2,415.10	$5,232.73	$62,792.70
	STEP C	$31.70	$2,536.37	$5,495.46	$65,945.57
	STEP D	$33.31	$2,664.42	$5,772.90	$69,274.82
	STEP E	$34.96	$2,796.70	$6,059.53	$72,714.30
SENIOR BUILDING INSPECTOR	STEP A	$39.40	$3,152.02	$6,829.37	$81,952.42
	STEP B	$41.37	$3,309.74	$7,171.11	$86,053.34
	STEP C	$43.44	$3,475.10	$7,529.39	$90,352.70
	STEP D	$45.61	$3,648.94	$7,906.05	$94,872.54
	STEP E	$47.89	$3,831.26	$8,301.07	$99,612.86
SENIOR CIVIL ENGINEERING TECHNICIAN	STEP A	$36.16	$2,892.53	$6,267.14	$75,205.73
	STEP B	$37.97	$3,037.54	$6,581.33	$78,975.94
	STEP C	$39.87	$3,189.33	$6,910.21	$82,922.53
	STEP D	$41.37	$3,309.74	$7,171.11	$86,053.34
	STEP E	$43.95	$3,515.81	$7,617.58	$91,411.01

6% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SENIOR CODE CONFORMANCE OFFICER	STEP A	$36.02	$2,881.50	$6,243.26	$74,919.10
	STEP B	$37.82	$3,025.66	$6,555.61	$78,667.26
	STEP C	$39.71	$3,176.61	$6,882.65	$82,591.81
	STEP D	$41.70	$3,336.03	$7,228.07	$86,736.83
	STEP E	$43.77	$3,501.39	$7,586.35	$91,036.19
SENIOR CONSTRUCTION INSPECTOR	STEP A	$39.79	$3,183.39	$6,897.35	$82,768.19
	STEP B	$41.77	$3,341.97	$7,240.93	$86,891.17
	STEP C	$43.86	$3,509.02	$7,602.89	$91,234.62
	STEP D	$46.06	$3,684.56	$7,983.21	$95,798.56
	STEP E	$48.37	$3,869.42	$8,383.75	$100,605.02
SENIOR EQUIPMENT OPERATOR	STEP A	$30.40	$2,432.06	$5,269.47	$63,233.66
	STEP B	$31.93	$2,554.18	$5,534.05	$66,408.58
	STEP C	$33.53	$2,682.22	$5,811.49	$69,737.82
	STEP D	$35.19	$2,815.36	$6,099.95	$73,199.36
	STEP E	$36.95	$2,956.13	$6,404.94	$76,859.33
SENIOR HOUSING SPECIALIST	STEP A	$39.53	$3,162.19	$6,851.42	$82,216.99
	STEP B	$41.49	$3,319.07	$7,191.32	$86,295.87
	STEP C	$43.57	$3,485.28	$7,551.44	$90,617.28
	STEP D	$45.74	$3,659.12	$7,928.09	$95,137.12
	STEP E	$48.04	$3,843.14	$8,326.79	$99,921.54
SENIOR LIBRARIAN	STEP A	$38.84	$3,107.07	$6,731.99	$80,783.87
	STEP B	$40.77	$3,261.41	$7,066.38	$84,796.61
	STEP C	$42.82	$3,425.92	$7,422.83	$89,073.92
	STEP D	$44.97	$3,597.22	$7,793.97	$93,527.62
	STEP E	$47.22	$3,777.84	$8,185.32	$98,223.84
SENIOR LIBRARY TECHNICIAN	STEP A	$26.37	$2,109.82	$4,571.29	$54,855.42
	STEP B	$27.69	$2,214.98	$4,799.11	$57,589.38
	STEP C	$29.09	$2,326.91	$5,041.64	$60,499.71
	STEP D	$30.55	$2,443.94	$5,295.19	$63,542.34
	STEP E	$32.07	$2,565.20	$5,557.93	$66,695.20
SENIOR OFFICE ASSISTANT	STEP A	$22.98	$1,838.46	$3,983.34	$47,800.06
	STEP B	$24.14	$1,930.90	$4,183.61	$50,203.30
	STEP C	$25.34	$2,027.57	$4,393.06	$52,716.77
	STEP D	$26.61	$2,128.48	$4,611.71	$55,340.48
	STEP E	$27.95	$2,236.18	$4,845.05	$58,140.58

6% SALARY INCREASE

CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE

EFFECTIVE JANUARY 7, 2025

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SENIOR PARK CARETAKER	STEP A	$24.75	$1,980.08	$4,290.17	$51,482.08
	STEP B	$25.97	$2,077.60	$4,501.47	$54,017.60
	STEP C	$27.26	$2,181.06	$4,725.62	$56,707.46
	STEP D	$28.63	$2,290.45	$4,962.64	$59,551.65
	STEP E	$30.07	$2,405.78	$5,212.51	$62,550.18
SENIOR POLICE DISPATCHER	STEP A	$40.94	$3,274.98	$7,095.78	$85,149.38
	STEP B	$42.98	$3,438.64	$7,450.39	$89,404.64
	STEP C	$45.12	$3,609.94	$7,821.53	$93,858.34
	STEP D	$47.38	$3,790.56	$8,212.88	$98,554.56
	STEP E	$49.75	$3,979.66	$8,622.61	$103,471.26
SENIOR TRAFFIC PAINTER	STEP A	$28.97	$2,317.58	$5,021.43	$60,257.18
	STEP B	$30.41	$2,432.91	$5,271.31	$63,255.71
	STEP C	$31.93	$2,554.18	$5,534.05	$66,408.58
	STEP D	$33.53	$2,682.22	$5,811.49	$69,737.82
	STEP E	$35.21	$2,817.06	$6,103.62	$73,243.46
SOUS CHEF	STEP A	$20.97	$1,677.34	$3,634.25	$43,610.94
	STEP B	$22.02	$1,761.30	$3,816.14	$45,793.70
	STEP C	$23.12	$1,849.49	$4,007.22	$48,086.69
	STEP D	$24.27	$1,941.92	$4,207.49	$50,489.92
	STEP E	$25.48	$2,038.59	$4,416.95	$53,003.39
STORM WATER COMPLIANCE INSPECTOR	STEP A	$33.49	$2,678.83	$5,804.14	$69,649.63
	STEP B	$35.16	$2,812.82	$6,094.43	$73,133.22
	STEP C	$36.92	$2,953.58	$6,399.43	$76,793.18
	STEP D	$38.31	$3,064.67	$6,640.12	$79,681.47
	STEP E	$40.69	$3,255.47	$7,053.52	$84,642.27
STREET SWEEPER OPERATOR	STEP A	$27.30	$2,183.60	$4,731.13	$56,773.60
	STEP B	$28.66	$2,292.99	$4,968.15	$59,617.79
	STEP C	$30.08	$2,406.62	$5,214.35	$62,572.22
	STEP D	$31.60	$2,527.89	$5,477.09	$65,725.09
	STEP E	$33.18	$2,654.24	$5,750.85	$69,010.24
SUPERVISING CUSTODIAN	STEP A	$21.15	$1,691.76	$3,665.48	$43,985.76
	STEP B	$22.20	$1,775.71	$3,847.38	$46,168.51
	STEP C	$23.31	$1,864.75	$4,040.30	$48,483.55
	STEP D	$24.48	$1,958.03	$4,242.40	$50,908.83
	STEP E	$25.69	$2,055.55	$4,453.70	$53,444.35

6% SALARY INCREASE

CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE

EFFECTIVE JANUARY 7, 2025

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
TRAFFIC OFFICE COORDINATOR	STEP A	$28.10	$2,248.05	$4,870.77	$58,449.25
	STEP B	$29.50	$2,359.98	$5,113.30	$61,359.58
	STEP C	$30.97	$2,477.86	$5,368.69	$64,424.26
	STEP D	$32.53	$2,602.51	$5,638.78	$67,665.31
	STEP E	$34.16	$2,733.10	$5,921.73	$71,060.70
TRAFFIC PAINTER	STEP A	$26.11	$2,088.62	$4,525.35	$54,304.22
	STEP B	$27.42	$2,193.78	$4,753.18	$57,038.18
	STEP C	$28.79	$2,303.17	$4,990.20	$59,882.37
	STEP D	$30.22	$2,417.65	$5,238.24	$62,858.85
	STEP E	$31.75	$2,539.76	$5,502.81	$66,033.76
TRAINING COORDINATOR	STEP A	$27.71	$2,216.67	$4,802.79	$57,633.47
	STEP B	$29.10	$2,327.76	$5,043.48	$60,521.76
	STEP C	$30.56	$2,444.78	$5,297.03	$63,564.38
	STEP D	$32.09	$2,566.90	$5,561.61	$66,739.30
	STEP E	$33.69	$2,694.94	$5,839.05	$70,068.54
TREE TRIMMER	STEP A	$26.40	$2,112.37	$4,576.80	$54,921.57
	STEP B	$27.73	$2,218.37	$4,806.46	$57,677.57
	STEP C	$29.12	$2,329.46	$5,047.15	$60,565.86
	STEP D	$30.57	$2,445.63	$5,298.87	$63,586.43
	STEP E	$32.10	$2,567.74	$5,563.45	$66,761.34
WASTE WATER CREW CHIEF	STEP A	$31.78	$2,542.30	$5,508.33	$66,099.90
	STEP B	$33.37	$2,669.50	$5,783.93	$69,407.10
	STEP C	$35.03	$2,802.64	$6,072.39	$72,868.64
	STEP D	$36.79	$2,943.41	$6,377.38	$76,528.61
	STEP E	$38.64	$3,090.96	$6,697.08	$80,364.96

6% SALARY INCREASE

Side Letter of Agreement
Between the City of National City and National City Municipal Employees' Association/Service Employees International Union, Local 221

Regarding Six (6) Month Extension to MOU

WHEREAS, the City of National City ("CITY") and the National City Municipal Employees' Association/Service Employees International Union, Local 221 ("NCMEA/SEIU") (collectively, the "Parties") are parties to a Memorandum of Understanding ("MOU") that is in effect from July 1, 2022 through December 31, 2024, and governs the wages, hours, and other terms and conditions of employment of the classifications represented by the NCMEA/SEIU;

WHEREAS, the City and NCMEA/SEIU have agreed that the MOU expiration date shall be extended six (6) months from December 31, 2024 to June 30, 2025;

WHEREAS, the City and NCMEA/SEIU have agreed to a six (6) percent increase in base salaries of the classifications represented by the NCMEA/SEIU, effective with the start of the first pay period beginning in January 2025;

WHEREAS, the City and NCMEA/SEIU have agreed that part-time employees will be eligible to take the Bilingual Performance Evaluation administered by the Human Resources Department, but that part-time employees will not be eligible for bilingual differential pay until determined via upcoming negotiations between the parties.

NOW, THEREFORE, the Parties agree to the following revisions to the MOU to further the intent of this side letter:

Article 21, Section 1, titled "Classification and Base Wage Ranges". Add the following paragraph after the existing first paragraph:

Effective with the start of the first pay period beginning in January 2025 or the start of the first pay period beginning after the City Council and the NCMEA/SEIU membership ratify a side letter extending the term of this MOU to June 30, 2025, whichever is later, a six (6) percent base salary increase for all classifications subject to this MOU. This six (6) percent base salary increase will have the effect of moving the total compensation for these classifications closer to the median of the City's comparator agencies described in Article 30 of this MOU, but shall not result in any additional Equity Wage Increases under Section 2 below. The six (6) percent base salary increase shall be reflected in the Salary Schedule attached to this MOU as Exhibit A.

///

Article 25, Section 1, titled "Bilingual Pay" shall be modified to add the following as

the third paragraph:

Beginning January 1, 2025, part-time employees shall be eligible to take and complete the Bilingual Performance Evaluation administered by the Human Resources Department, but shall not be eligible for a bilingual pay differential pay until determined via upcoming negotiations between the parties.

Article 30, titled "Duration of Memorandum of Understanding". The first two (2) paragraphs shall be replaced with the following:

This MOU shall be effective January 1, 2022 and shall remain in full force and effect until June 30, 2025, with the terms continuing in effect thereafter, until a successor agreement is agreed to and approved, or impasse proceedings are completed.

Both parties mutually agree to a good faith meet and confer process for the successor MOU by March 1, 2025, and strive to complete negotiations and have a successor MOU approved by June 30, 2025.

Except as modified by this side letter, the MOU shall remain in full force and effect. This side letter will be of no force or effect until ratified by the City Council and the NCMEA/SEIU membership.

CITY OF NATIONAL CITY	**NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION/ SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221**
_____	_____
Benjamin Martinez, City Manager	Karla Apalategui, President
_____	_____
Date	Date
	_____
	Roslyn Cassidy, SEIU Representative
	_____
	Date

AGENDA REPORT

Department: Human Resources
Prepared by: Lydia Flores-Hernandez, Human Resources Director
Meeting Date: Tuesday, December 3, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Approval of a Side Letter Agreement Between the City of National City and the National City Fire Firefighters Association (FFA) and Approving the FFA Salary Schedule.

RECOMMENDATION:
Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Side Letter Agreement Between the City of National City and the National City Firefighters' Association Extending the Memorandum of Understanding Between the Parties through June 30, 2025, and Increasing the Salaries of Covered Employees; Amending the FFA Salary Schedule to Reflect a Six Percent Increase in Base Salaries; and Authorizing the Establishment of Fiscal Year 2025 Budget Appropriations in the Amount of $224,925 in the General Fund to Fund the Stated Salaries."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The current labor agreement with the National City Firefighters Association (FFA) is set to expire on December 31, 2024. To foster positive labor relations and acknowledge the importance of collaboration with the Association, the City expressed interest in negotiating an extension of the existing contract. As a result, both parties reached a side letter agreement, which includes a 6% adjustment in base salaries effective the first full pay period of January 2025 and extends the term of the current Memorandum of Understanding (MOU) to June 30, 2025.

FINANCIAL STATEMENT:
Approval of this action will increase the Fiscal Year 2025 appropriations in the General Fund by $224,925. The ongoing fiscal impact to the General Fund is estimated to be $469,083.

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 – FFA Salary Schedule effective January 7, 2025
Exhibit C – Signed Letter Agreement

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND THE NATIONAL CITY FIREFIGHTERS' ASSOCIATION EXTENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES THROUGH JUNE 30, 2025 AND INCREASING THE SALARIES OF COVERED EMPLOYEES; AMENDING THE FFA SALARY SCHEDULE TO REFLECT A SIX PERCENT INCREASE IN BASE SALARIES; AND AUTHORIZING THE ESTABLISHMENT OF FISCAL YEAR 2025 BUDGET APPROPRIATIONS IN THE AMOUNT OF $224,925 IN THE GENERAL FUND TO FUND THE STATED SALARIES.

WHEREAS, the City of National City ("City") and the National City Firefighters' Association ("FFA") are parties to a Memorandum of Understanding ("MOU") for the period of July 1, 2022 through December 31, 2024, which governs the wages, hours, and other terms and conditions of employment of the classifications represented by the FFA; and

WHEREAS, the City and FFA have met and come to an agreement to extend the MOU six (6) months from December 31, 2024 to June 30, 2025 to allow additional time to negotiate a successor agreement to the MOU; and

WHEREAS, the City and FFA have further agreed to a six percent (6%) increase in the base salaries of the classifications represented by the FFA, effective with the start of the first pay period in January 2025; and

WHEREAS, City staff recommends that the City Council formalize the agreement between the City and FFA by approving a Side Letter Agreement (attached as Exhibit C) to the current MOU; and

WHEREAS, in fiscal year 2025, additional budget appropriations in the amount of $224,925 are necessary to fund the increased salaries.

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 Side Letter Agreement to the current Memorandum of Understanding between the City of National City and the National City Firefighters' Association ("MOU") to extended the MOU six months, from December 31, 2024 to June 30, 2025, and increase the salaries of covered employees. The Side Letter Agreement is attached to the Agenda Report as Exhibit C.

Section 2: That the City Council hereby authorizes the City Manager to execute said Side Letter Agreement.

Section 3: That the City Council hereby authorizes the establishment of Fiscal Year 2025 budget appropriations in the amount of $224,925 in the General Fund.

Section 4: That the City Council hereby authorizes the amendment to the FFA Salary Schedule as shown in Exhibit B, effective January 7, 2025.

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 3rd day of December, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

City of National City
Firefighters Association Salary Schedule
Effective January 7, 2025

Range	Description	Step	40-Hr Week	Biweekly	Monthly	Annual	28/dy Pay Period	192 Shift	216 Shift	240 Shift	Hourly = Annual/ 2912
F121	Firefighter	Step A	38.46	3,076.54	6,665.85	79,990.14	6,153.09	32.05	28.49	25.64	**27.47**
		Step B	40.38	3,230.03	6,998.40	83,980.83	6,460.06	33.65	29.91	26.92	**28.84**
		Step C	42.40	3,392.00	7,349.33	88,192.00	6,784.00	35.33	31.41	28.27	**30.29**
		Step D	44.52	3,561.60	7,716.80	92,601.60	7,123.20	37.10	32.98	29.68	**31.80**
		Step E	46.75	3,739.68	8,102.64	97,231.68	7,479.36	38.96	34.63	31.16	**33.39**
F130	Fire Engineer	Step A	44.31	3,544.64	7,680.05	92,160.64	7,089.28	36.92	32.82	29.54	**31.65**
		Step B	46.53	3,722.72	8,065.89	96,790.72	7,445.44	38.78	34.47	31.02	**33.24**
		Step C	48.86	3,908.43	8,468.27	101,619.23	7,816.86	40.71	36.19	32.57	**34.90**
		Step D	51.29	4,103.47	8,890.86	106,690.27	8,206.94	42.74	38.00	34.20	**36.64**
		Step E	53.86	4,308.69	9,335.49	112,025.89	8,617.38	44.88	39.90	35.91	**38.47**
F140	FIRE CAPTAIN	Step A	51.12	4,089.90	8,861.46	106,337.50	8,179.81	42.60	37.87	34.08	**36.52**
		Step B	53.69	4,295.12	9,306.09	111,673.12	8,590.24	44.74	39.77	35.79	**38.35**
		Step C	56.37	4,509.66	9,770.94	117,251.26	9,019.33	46.98	41.76	37.58	**40.26**
		Step D	59.19	4,735.23	10,259.67	123,116.03	9,470.46	49.33	43.84	39.46	**42.28**
		Step E	62.15	4,971.82	10,772.29	129,267.42	9,943.65	51.79	46.04	41.43	**44.39**
F140	Deputy Fire Marshal	Step A	51.12	4,089.90	8,861.46	106,337.50	8,179.81	42.60	37.87	34.08	**36.52**
		Step B	53.69	4,295.12	9,306.09	111,673.12	8,590.24	44.74	39.77	35.79	**38.35**
		Step C	56.37	4,509.66	9,770.94	117,251.26	9,019.33	46.98	41.76	37.58	**40.26**
		Step D	59.19	4,735.23	10,259.67	123,116.03	9,470.46	49.33	43.84	39.46	**42.28**
		Step E	62.15	4,971.82	10,772.29	129,267.42	9,943.65	51.79	46.04	41.43	**44.39**
F150	Fire Battallion Chief	Step A	60.69	4,854.80	10,518.73	126,224.80	9,709.60	50.57	44.95	40.46	**43.35**
		Step B	64.77	5,181.28	11,226.11	134,713.28	10,362.56	53.97	47.97	43.18	**46.26**
		Step C	68.84	5,506.91	11,931.64	143,179.71	11,013.82	57.36	50.99	45.89	**49.17**
		Step D	72.91	5,832.54	12,637.18	151,646.14	11,665.09	60.76	54.01	48.60	**52.08**
		Step E	77.31	6,184.46	13,399.67	160,796.06	12,368.93	64.42	57.26	51.54	**55.22**

6% Salary Increase

Docusign Envelope ID: 0BBD29AD-22D1-4F6F-9C48-3887D2FBD794

Side Letter of Agreement
Between the City of National City
and
The National City Firefighters' Association
Regarding Six (6) Month Extension to MOU

WHEREAS, the City of National City ("CITY") and the National City Firefighters' Association ("NCFFA") (collectively, the "Parties") are parties to a Memorandum of Understanding ("MOU") that is in effect from July 1, 2022 through December 31, 2024, and governs the wages, hours, and other terms and conditions of employment of the classifications represented by the NCFFA;

WHEREAS, the City and NCFFA have agreed that the MOU expiration date shall be extended six (6) months from December 31, 2024 to June 30, 2025;

WHEREAS, the City and NCFFA have agreed to a six (6) percent increase in base salaries of the classifications represented by the NCFFA, effective with the start of the first pay period beginning after ratification of this side letter by the City Council and NCFFA membership;

NOW, THEREFORE, the Parties agree to the following revisions to the MOU to further the intent of this side letter:

Article 22, Section 2, titled "Salary Increases" shall be replaced by the following:

Effective with the start of the first pay period beginning after the City Council and the NCFFA membership ratify a side letter extending the term of this MOU to June 30, 2025, a six (6) percent base salary increase for all classifications subject to this MOU. This six (6) percent base salary increase will have the effect of moving the total compensation for these classifications closer to the average of the total compensation of the comparator agencies as described in Section 1 above.

Article 34, titled "Terms of Provisions". The first sentence shall be replaced with the following sentence:

The provisions of this Memorandum of Understanding shall be effective and binding from January 1, 2022 through June 30, 2025.

Docusign Envelope ID: 0BBD29AD-22D1-4F6F-9C48-3887D2FBD794

Except as modified by this side letter, the MOU shall remain in full force and effect. This side letter will be of no force or effect until ratified by the City Council and the NCFFA membership.

CITY OF NATIONAL CITY

DocuSigned by:

E170803DB0DE441...

Benjamin Martinez, City Manager

11/25/2024

Date

NATIONAL CITY FIREFIGHTERS' ASSOCIATION

Signed by:

Jeremy Day

4FCE904280304F5...

Jeremy Day, President

11/25/2024

Date

AGENDA REPORT

Department: Human Resources
Prepared by: Lydia Flores-Hernandez, Human Resources Director
Meeting Date: Tuesday, December 3, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Amendment to the Salary Schedule for the Unrepresented Confidential Employee Group.

RECOMMENDATION:
Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Amending the National City Confidential Positions Salary Schedule to Reflect a Six Percent Increase in Base Salaries, and Authorizing the Establishment of Fiscal Year 2025 Budget Appropriations in the Amount of $42,061 to Fund the Stated Salaries."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Confidential employee group is one of four employee groups in the City of National City that is not represented by a labor association. Consequently, they are not governed by the State of California's rules and procedural guidelines for public employee collective bargaining. In November 2024, the City engaged the other represented groups in discussions and after good faith negotiations, an agreement was reached to extend the term of the National City Firefighters Association MOU to June 30, 2025. The terms of that agreement are the subject of a separate agenda item. As a result of that agreement, the City Council agreed to a six percent (6%) increase for the unrepresented Confidential employee group to be effective January 7, 2025.

FINANCIAL STATEMENT:
Approval of this action will increase the Fiscal Year 2025 appropriations in the City's budget by $42,061. The ongoing costs fiscal impact is estimated to be $87,719. The cost will be spread over multiple funds. The City Manager will determine the necessary budget adjustments.

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 – Confidential Salary Schedule effective January 7, 2025.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE NATIONAL CITY CONFIDENTIAL POSITIONS SALARY SCHEDULE TO REFLECT A SIX PERCENT INCREASE IN BASE SALARIES, AND AUTHORIZING THE ESTABLISHMENT OF FISCAL YEAR 2025 BUDGET APPROPRIATIONS IN THE AMOUNT OF $42,061 TO FUND THE STATED SALARIES.

WHEREAS, the Confidential employee group is one of four employee groups in the City of National City that is not represented by a labor association and, consequently, they are not governed by the State of California's rules and procedural guidelines for public employee collective bargaining; and

WHEREAS, commensurate with increases to represented employee groups, the City has agreed to a six percent (6%) increase in base salaries of the classifications covered by the unrepresented Confidential employee group, effective with the start of the first pay period in January 2025; and

WHEREAS, City staff recommends amending the National City Confidential Salary Schedule to reflect the six percent (6%) increase effective January 7, 2025; and

WHEREAS, in fiscal year 2025, additional budget appropriations in the amount of $42,061 are necessary to fund the increased salaries.

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 amendment to the Confidential Salary Schedule as shown in Exhibit B, effective January 7, 2025.

Section 2: That the City Council hereby authorizes the establishment of Fiscal Year 2025 budget appropriations in the amount of $42,061 spread across multiple funds as determined by the City Manager.

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 3rd day of December, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

CITY OF NATIONAL CITY
CONFIDENTIAL SALARY SCHEDULE
EFFECTIVE: JANUARY 7, 2025

DESCRIPTION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
Confidential Assistant (At-Will)	STEP A	27.71	2,216.67	4,802.79	57,633.47
	STEP B	29.10	2,327.76	5,043.48	60,521.76
	STEP C	30.55	2,443.94	5,295.19	63,542.34
	STEP D	32.08	2,566.05	5,559.77	66,717.25
	STEP E	33.69	2,694.94	5,839.05	70,068.54
EXECUTIVE ASSISTANT I	STEP A	26.84	2,147.14	4,652.13	55,825.54
	STEP B	28.17	2,253.98	4,883.63	58,603.58
	STEP C	29.58	2,366.77	5,128.00	61,535.97
	STEP D	31.07	2,485.49	5,385.22	64,622.69
	STEP E	32.62	2,609.30	5,653.47	67,841.70
EXECUTIVE ASSISTANT II	STEP A	30.43	2,434.61	5,274.98	63,299.81
	STEP B	31.96	2,556.72	5,539.56	66,474.72
	STEP C	33.55	2,683.92	5,815.16	69,781.92
	STEP D	35.23	2,818.75	6,107.30	73,287.55
	STEP E	36.99	2,959.52	6,412.29	76,947.52
EXECUTIVE ASSISTANT III	STEP A	32.73	2,618.62	5,673.69	68,084.22
	STEP B	34.37	2,749.22	5,956.63	71,479.62
	STEP C	36.08	2,886.59	6,254.28	75,051.39
	STEP D	37.88	3,030.75	6,566.63	78,799.55
	STEP E	39.78	3,182.54	6,895.51	82,746.14
EXECUTIVE ASSISTANT IV	STEP A	34.56	2,764.48	5,989.71	71,876.48
	STEP B	36.28	2,902.70	6,289.19	75,470.30
	STEP C	38.10	3,047.71	6,603.38	79,240.51
	STEP D	39.99	3,199.50	6,932.26	83,187.10
	STEP E	42.00	3,359.78	7,279.51	87,354.18
HUMAN RESOURCES TECHNICIAN	STEP A	22.98	1,838.46	3,983.34	47,800.06
	STEP B	24.14	1,930.90	4,183.61	50,203.30
	STEP C	25.34	2,027.57	4,393.06	52,716.77
	STEP D	26.61	2,128.48	4,611.71	55,340.48
	STEP E	27.95	2,236.18	4,845.05	58,140.58
INFORMATION TECHNOLOGY ANALYST	STEP A	44.06	3,525.14	7,637.79	91,653.54
	STEP B	46.27	3,701.52	8,019.96	96,239.52
	STEP C	48.58	3,886.38	8,420.50	101,045.98
	STEP D	51.01	4,080.58	8,841.25	106,094.98
	STEP E	53.56	4,284.94	9,284.05	111,408.54

6% SALARY INCREASE

CITY OF NATIONAL CITY
CONFIDENTIAL SALARY SCHEDULE
EFFECTIVE: JANUARY 7, 2025

DESCRIPTION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
INFORMATION TECHNOLOGY TECHNICIAN	STEP A	36.09	2,887.44	6,256.12	75,073.44
	STEP B	37.91	3,032.45	6,570.30	78,843.65
	STEP C	39.79	3,183.39	6,897.35	82,768.19
	STEP D	41.79	3,342.82	7,242.77	86,913.22
	STEP E	43.87	3,509.87	7,604.72	91,256.67
PAYROLL TECHNICIAN I	STEP A	26.73	2,138.66	4,633.75	55,605.06
	STEP B	28.07	2,245.50	4,865.26	58,383.10
	STEP C	29.47	2,357.44	5,107.79	61,293.44
	STEP D	30.94	2,475.31	5,363.18	64,358.11
	STEP E	32.49	2,599.12	5,631.43	67,577.12
PAYROLL TECHNICIAN II	STEP A	29.40	2,352.35	5,096.76	61,161.15
	STEP B	30.87	2,469.38	5,350.31	64,203.78
	STEP C	32.41	2,593.18	5,618.57	67,422.78
	STEP D	34.04	2,722.93	5,899.68	70,796.13
	STEP E	35.73	2,858.61	6,193.65	74,323.81
PASSPORT ACCEPTANCE AGENT	STEP A	22.98	1,838.46	3,983.34	47,800.06
	STEP B	24.14	1,930.90	4,183.61	50,203.30
	STEP C	25.34	2,027.57	4,393.06	52,716.77
	STEP D	26.61	2,128.48	4,611.71	55,340.48
	STEP E	27.95	2,236.18	4,845.05	58,140.58
RECORDS PROGRAM SPECIALIST	STEP A	30.43	2,434.61	5,274.98	63,299.81
	STEP B	31.96	2,556.72	5,539.56	66,474.72
	STEP C	33.55	2,683.92	5,815.16	69,781.92
	STEP D	35.23	2,818.75	6,107.30	73,287.55
	STEP E	36.99	2,959.52	6,412.29	76,947.52
RISK MANAGEMENT SPECIALIST	STEP A	30.43	2,434.61	5,274.98	63,299.81
	STEP B	31.96	2,556.72	5,539.56	66,474.72
	STEP C	33.55	2,683.92	5,815.16	69,781.92
	STEP D	35.23	2,818.75	6,107.30	73,287.55
	STEP E	36.99	2,959.52	6,412.29	76,947.52
SENIOR INFORMATION TECHNOLOGY ANALYST	STEP A	48.37	3,869.42	8,383.75	100,605.02
	STEP B	50.78	4,062.77	8,802.66	105,631.97
	STEP C	53.32	4,265.44	9,241.79	110,901.44
	STEP D	55.99	4,479.14	9,704.79	116,457.54
	STEP E	58.79	4,703.01	10,189.85	122,278.21

6% SALARY INCREASE

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Authorize the Purchase of a Camera Van for the Engineering & Public Works Street and Wastewater 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 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract # 120721-EVS with Haaker Equipment Company for the Purchase of a 2024 or Newer E-Ford Transit Van RovverX CCTV Pipe Inspection System with Build Out in a Not-to-Exceed Amount of $296,007.71 for the Public Works Street and Wastewater Division; and 2) Authorizing the City Manager to Approve Adjustments of up to $29,600 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 Engineering & Public Works Street & Wastewater Division utilizes a camera van to view and record citywide wastewater pipes. The purpose of this is to assess condition, identify damages, and as a tool during repairs and maintenance – primarily of the municipal sewer system as required by the State of California's laws which mandate on-going proactive maintenance, and also as needed to review the City's stormwater network of pipes. The current 2002 E150 Ford Van has exceeded its recommended useful life of fifteen (15) years and is scheduled to be replaced.

Staff is requesting approval for the purchase of one (1) 2024 or newer E-Ford Transit Van RovverX CCTV Pipe Inspection System with Build Out in a not-to-exceed amount of $296,007.71 for the Street and Wastewater Division and authorization for the City Manager to approve adjustments to the not-to-exceed amount for the purchase of up to $29,600 as a 10% contingency for unforeseen fluctuations in pricing. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto Sourcewell Contract # 120721-EVS with Haaker Equipment Company to allow for the purchase.

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 a 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 # 120721-EVS was competitively bid through a Request for Proposals (RFP) process, and that the Sourcewell procurement procedures are in substantial compliance with those of National City.

Staff recommends City Council adopt the Resolution as stated.

FINANCIAL STATEMENT:

644-10-31-31600-7511 - Streets & Wastewater	$296,007.71
644-10-31-31600-7511 – Streets & Wastewater	$29,600

An appropriation of $500,000 for this purchase was previously approved in the FY25 budget. Savings of an estimated $200,000, outside of the contingency, would go back to Fund balance in the Vehicle Acquisition Fund.

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 – Haaker Equipment Company Quote
Exhibit B – Sourcewell Contract 120721-EVS
Exhibit C – Resolution

HAAKER
EQUIPMENT COMPANY

2070 North White Avenue, La Verne, California 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com

Sourcewell
Formerly NJPA
Awarded Contract

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the ***SOURCEWELL Cooperative Purchasing Agreement – Contract ##120721-EVS***

November 07, 2024

City of National City
1726 Wilson Ave
National City, CA 91950
C/O Ruben Huerta

RE: BUDGET PROPOSAL – RovverX CCTV Pipe Inspection System, Build Out, and 2024 or Newer E-Ford Transit

Dear Ruben:

Thank you for your interest in the RovverX inspection system with capabilities to inspect from 6” to 36” pipes.
I am pleased to offer the system as follows. Price includes equipment, build out, power pack, and Ford E-Transit chassis.

ROVVER X Basic Truck Package: Includes RCX90 camera (high-resolution CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135 degree tilt, endless rotation, pressure sensor, and twin laser diodes for measuring feature width); ROVVER X 130 crawler, with the integrated lift, (steerable with twin high-performance motors and 6-wheel drive, anodized aluminum/stainless steel chassis with pressure indicator, inclination and tilt sensors, location transmitter, rear viewing video camera); capability to transfer data to included desktop Vision Report software to generate reports and save data; wheels (6 small rubber, 4 medium rubber, 4 large rubber wheels); VC500 control pendant to operate crawler, reel and camera (daylight viewable touch screen, MPEG-4 video encoding, storage to flash drive or USB Stick, online diagnostics and firmware updates, desk mount); RAX300 automatic motorized cable reel (with meter counter, splash-proof rating, 1000' orange transmission cable); power supply for 115/230V; wireless remote control; 25' extension cable (connecting VC200 to RAX300) with emergency power switch.	**$105,455.00**
Aux Light/Rear View Camera: Rear-View Auxiliary Light for use with Remote Lift Assembly	**$5,390.00**
E-080-0706-00: Medium Grease Wheel for RX130 Crawler-Set of (4)	**$1,580.00**
E-08-0707-00: Large Grease Wheel for RX130 Crawler-Set of (4)	**$1,820.00**
E-080-0711-00: Medium Aggressive Wheel for RX130 Crawler-Set of (4)	**$2,020.00**
E-080-0704-00: Large XXL Wheel for RX130 Crawler-Set of (4)	**$1,860.00**
E-Sand-Gravel Wheels: Large pneumatic(to inspect CMP Pipe) wheels for use with the RX130L Crawler-Set of (4)	**$1,860.00**
Miscellaneous Hardware: Top Manhole roller, invert roller, tool kit, clean up kit	**$3,135.00**
V-Loc 3Locator: Locator for picking up signal from crawler	**$2,136.00**

Operator Studio: Solid Bulkhead wall with sliding window and, Formica desk with outlets above and below, storage cabinet, bench seat with storage, overhead recessed LED lighting, 19" Tru-Vu monitor, operator chair, carpeted walls and ceiling, safety light switches in truck cab, rack cabinet (for computer/ DVD-RW) rack mount UPS device, wall file, black-treaded rubber floor, battery operated carbon monoxide detector, video distribution booster NO Roof Mounted AIR CONDITIONER. **Carbon Monoxide Detector**		
Equipment Bay Stainless steel work surface, built-in heavy-duty storage/tool chest, slide-out crawler tray under reel, rear facing 19" Tru-Vu monitor, full height storage cabinet behind crawler drawer, wash-down system (on-demand pump, lighted switch, 10 gallon tank with exterior fill, 25' retractable hose reel), sink for wash-down, Ceiling LED light, gray FRP over plywood on walls and ceiling, aluminum storage shelf and caddy, wheel and drawer, rubber glove dispenser. 12 volt crane, and Tool package.		
Miscellaneous: hand sanitizer, waterless soap, paper towels, rubber gloves, first aid kit, fire extinguisher, rain-x, simple green, dry-erase board, safety package, traffic cones		
Exterior: rear barn doors with latches/locks, side door with step well, custom Envirosight mud flaps, tie-off clamp on rear bumper. Door latches to secure them in place when open		
Power Package: 4000kW Inverter system with (4) 300 AHR Lithium Ion Battery Bank, Hour Meter, Automatic Transfer Switch, Auxiliary battery with battery separator, Isolator, Converter Charger and 20' Shore Power Cord.		
Solar Panels: Mounted On Roof to charge batteries	**$2,800.00**	
Additional Viewing monitor for PC.		
Roof Mounted Floods		
4 Corner Mounted LED Strobes and rear mounted LED arrow board		
Back Up Alarm.		
Back Up Camera.		
Total for RovverX Equipment and accessories	**$128,056.00**	
Total for Build Out as Described Above	**$59,845.00**	
2024 or Newer Ford Transit E-Transit: Ford E-Transit Cargo Van (W3X) T-350 148" EL Hi Rf 9500 GVWR RWD	**$69,895.00**	
Envirosight VSP Ultra Push Camera: 200' cable, self-leveling camera, tri-frequency sonde, battery powered control unit with viewing, control, text generation, recording and digital output, and accessories case.	**$14,395.00**	

Total for RovverX CCTV Equipment accessories, chassis and build out…….. $ 272,191.00
Sales Tax ……. @ 8.75% (National City, CA) …….. $ 23,816.71
Total for RovverX SYSTEM WITH ALL ENHANCEMENTS AS DETAILED ABOVE: …… $ 296,007.71

Price quoted includes all inbound shipping charges to CA and (2) days of training.

Haaker Equipment is the authorized dealer and service center for the entire Envirosight product line. Included in the service we provide is timely repairs that are completed under 72 hours. If this criteria is not met, we have a loaner program to draw from to keep you going in the event you are in the middle of a major project.

Thank you again for the opportunity and I will be looking forward to working for you on the purchase of this equipment and I will also be looking forward to your favorable consideration.

Respectfully Yours

Chuy Vallejo

Chuy Vallejo

EXHIBIT B

120721-EVS

Solicitation Number: RFP #120721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Envirosight LLC, 111 Canfield Ave., Building C, Randolph, NJ 07869 (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 Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services 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 January 17, 2026, 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 other 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.

DocuSign Envelope ID: 6DBB730C-DA8A-4196-AAC5-F1410DEB5BF1

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;

- 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:

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- 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

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

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz

Title: Chief Procurement Officer

Date: 1/13/2022 | 12:11 PM CST

Envirosight, LLC

DocuSigned by:
Mike Dahlmann
4B9320B9CCF8412...

By: _____
Mike Dahlmann, President
Best Equipment Company, Inc.

Title: Authorized Contract Administrator

Date: 1/26/2022 | 9:05 AM PST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette

Title: Executive Director/CEO

Date: 1/26/2022 | 11:06 AM CST

RFP 120721 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Vendor Details

Company Name:	Best Equipment Company, Inc.
Does your company conduct business under any other name? If yes, please state:	IN
Address:	5550 Poindexter Drive Indianapolis, IN 46235
Contact:	Mike Dahlmann
Email:	mikedahlmann@bestequipmentco.com
Phone:	317-823-3050
Fax:	317-823-3050
HST#:	35-1097778

Submission Details

Created On:	Wednesday November 10, 2021 13:50:41
Submitted On:	Friday December 03, 2021 14:54:12
Submitted By:	Mike Dahlmann
Email:	mikedahlmann@bestequipmentco.com
Transaction #:	6146e2b9-2a24-44e3-8ac9-891a701bc8f1
Submitter's IP Address:	96.68.203.1

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")	Envirosight, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Envirosight does not have any direct subsidiaries.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Envirosight does not have any direct subsidiaries.	*
4	Proposer Physical Address:	Envirosight, LLC 111 Canfield Ave Building C Randolph NJ 07869	*
5	Proposer website address (or addresses):	www.envirosight.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):	Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378	

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.	Envirosight has been serving municipalities with wastewater infrastructure inspection technology for 20 years. ORIGINS: In 2001, Envirosight's founder identified an unmet market opportunity where equipment capability and customer experience intersect. Simply put, the market was settling for antiquated technology, and operators were left to fend for themselves when that technology failed under the harsh real-world conditions of sewer inspection. We knew we could help buried infrastructure owners gain better insight with less suffering and win loyalty and market share in the process. VISION: Create an inspection technology brand offering enhanced technical capabilities and the support infrastructure to deliver a loyalty-inspiring owner experience. STRATEGY: • Build a network of top-tier regional sales partners (dealers) with full on-site capabilities: service, support, inventory, and rentals. • Deliver a comprehensive basket of best-in-class wastewater infrastructure inspection, rehabilitation, and asset management solutions. • Franchise our vision for how sales and service should be run by implementing rigorous processes and training. • Build out an industry leading brand and marketing apparatus. VALUES: We organize our values into three categories: 1. Integrity 1.1. Character is revealed in adversity. When the chips are down, we step up. 1.2. We build gratitude with each interaction. Goodwill pays dividends long-term. 1.3. Everyone makes mistakes. We own our mistakes swiftly and fully. 1.4. We never sugarcoat. We communicate directly, transparently and with empathy. 1.5. It is infinitely easier to maintain trust than regain it. 2. Ownership 2.1. We run toward challenges, not away from them. 2.2. We spare no effort to ensure great outcomes for our customers. 2.3. We grow only when customers are satisfied enough to become return customers. 2.4. Our customers sign our paychecks. We don't rest until their problems are solved. 2.5. The value of every relationship is immeasurable. We treat our customers like gold. 3. Ingenuity 3.1. We're problem-solvers. Tell us what needs to be done and we'll find a way. 3.2. We find the best solution--not the quickest, cheapest or easiest one. 3.3. Sewer workers face complexity, red tape and dysfunction--but never from Envirosight. 3.4. We don't throw money at a problem when brainpower and creativity can solve it. 3.5. We don't worry about the future. We envision the future and make it happen. OUTCOMES: • Having started at 7th place, Envirosight is now a leading brand in the wastewater inspection market. • Through acquisitions, we also own a revered plumber equipment brand and a distributor of cutting-edge sewer rehab technology. • Across our companies, we employ ~150 people and book annual revenue of ~$65M. • Our platform now gives us multiple channels to market, expanding our reach far beyond municipal dealers. • Technologically, we are positioned at the forefront of trends driving our industry, including AI, cloud, SaaS and GIS/GPS.	*
10	What are your company's expectations in the event of an award?	In the event of an award, we plan to promote awareness of and engagement with the contract internally, to our dealers, and to our customers. This will include: • Promotion of contract participation through print advertisements and at industry events. • Training of internal and channel staff on how to use the contract: advantages, benefits, procedures, and requirements. This will be conducted through online and in-person trainings, and with informational collateral. • Educating the market on the benefits of cooperative purchasing via Sourcewell using emails, blog posts, social media, white papers and webinars. • Integrating procedures in our Salesforce CRM and Pandadoc quoting platform to ensure Sourcewell is a primary purchasing option that's pursued on every qualifying sale. We also plan a campaign to identify and aggressively promote the partnership between Sourcewell and Envirosight. This includes using the Sourcewell Awarded logo on all Envirosight literature and web pages.	*

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.	Attached in the financial strength section are two letters of good standing from the State of New Jersey, Chase Bank Reference Letter, D&B Credit Report, and a Referral Letter from our Accounting Firm.	*
12	What is your US market share for the solutions that you are proposing?	In the U.S., the market for sewer inspection technology is fragmented among private companies. We have mixed market share percentages depending on the product category, but in general we have a 30% market share.	*
13	What is your Canadian market share for the solutions that you are proposing?	We have mixed market share percentages depending on the product category, but in general we have a about 5% market share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Envirosight has never petitioned for bankruptcy protection.	*
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?	b) Envirosight is a manufacturer of sewer inspection equipment with headquarters in Randolph, New Jersey. We sell our equipment through a network of (third-party) regionally exclusive dealers • 20 North American dealers • 52 North American sales locations • 34 North American factory-certified service locations • 175 sales reps This dealer network is managed by an in-house (employee) staff of: • One (1) global sales manager • Six (6) regional sales managers • One (1) strategic accounts manager • Five (5) marketing personnel • One (1) channel service manager When a customer order is fulfilled, Envirosight typically ships the equipment to the dealer, who then conducts on-site delivery to the customer and trains the operators. When service is needed, it is handled at the regional dealer's Envirosight-certified service facility. Envirosight's in-house national service center will assist with regional service issues where needed.	*
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.	Envirosight does not require any licenses and certifications to be held. However, Envirosight does issue training certifications in the event that one of our sales training programs are completed. We have various service centers throughout North America at which their service technicians are also certified to repair Envirosight equipment. Many of our sales representatives are also certified in the Pipe Assessment Certification Program (PACP) administered by the National Association of Sanitary Sewer Companies (NAASCO). Attached are copies of our New Jersey Business License and our Standards for our CCTV Truck Build Outs.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Envirosight has not had any Suspensions or Debarments within the past ten years.	*

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	Envirosight received two awards for new and innovative equipment in 2017 and 2018. Both awards were judged by a panel of industry experts for Environmental Protection Magazine. One was for the QuickView Air HD and the second was for the JetScan high pressure cleaning video nozzle. Both of these products create their own equipment category and continue to lead the market in performance and overall market share.	*
19	What percentage of your sales are to the governmental sector in the past three years	The government sector continues to be our largest revenue percentage. On average it is 85%. The remainder is mostly contractors who provide services to the government sector and other niche markets.	*
20	What percentage of your sales are to the education sector in the past three years	Sales to the educational sector are under 1%.	*
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?	Envirosight currently holds purchasing contracts with HGAC, BuyBoard, and Ohio STS. The average annual sales volume for HGAC for the past three years is $1.8M, for BuyBoard is $15K, and for Ohio STS is $997K.	*
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?	We do not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).	*

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 *	
City of Chilliwack	Jake Nesbitt	604.792.9311	*
Clackamas County	Russell Weber	503.722.6324	*
Franklin Township Sewerage Authority	Scott Nocero	732.873.2420	*
City of Red Deer Utlitlies	Curtis Ennis, C.E.T.	403.392.5802	

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 *	
California Department of Transportation District 7 Luis Monterrubio - 213-400-2249	Government	California - CA	Equipment is sold to individual Districts of Cal-Trans (California Department of Transportation), serving 9-10 individual Districts over the past 2-3 years. Individual Districts make their own equipment purchase decisions that are then approved at the State level. Reference contact person is a representative district user/manager.	Delivered and trained 15 mainline inspection systems, 14 Quickview AirHD zoom survey systems, and 4 JetScan systems over the past 3 years.	Total Cost of goods sold over $1.5M over the past 3 years.	*
Pittsburgh Water & Sewer 1200 Penn Ave Pittsburgh, PA 15222 Jim Tracey - 412-867-6075	Government	Pennsylvania - PA	The Authority, established in 1984, is responsible for the entire city of Pittsburgh's sewer system, roughly 12,000 miles of mostly combined sanitary and storm sewer lines. Pittsburgh Water & Sewer has been doing exclusive business with Envirosight sewer inspection products for over 15 years.	Built, delivered , and trained 2 full pipeline inspection vehicles equipped with 3 lateral inspection systems this year and plan to purchase a 4th lateral inspection system in 2022.	Total cost of goods sold is $800K	*
City of Wichita, KS 455 N. Main Street Wichita KS 67202 Rick Killion - 316-268-4400	Government	Kansas - KS	Wichita Public Works & Utilities Sewage Treatment Division operates and maintains four (4) Wastewater Treatment Facilities, fifty-nine (59) Sanitary Sewer Lift Stations and over 2,000 miles of sewer lines, treating 10 billion gallons of wastewater annually; serving roughly 400,000 residents. These facilities provide primary, secondary, and advanced wastewater treatment, along with disinfection prior to discharge.	Built, delivered, and trained 2 full pipeline inspection vehicles equipped with 2 mainline inspection systems, 4 JetScan nozzle systems, and 2 Quickview AirHD zoom survey systems over the past 2 years.	Total cost of goods sold is $500k.	*
City of Norfolk, VA 1316 Ballentine Blvd Norfolk, VA 23504 David Speer - 757-823-1023	Government	Virginia - VA	As wastewater superintendent, above has overseen budgeting and purchasing of equipment to support all aspects of collection system inspection, maintenance, operation and management for the City of Norfolk over the last 5 years.	Delivered and trained 2 mainline inspection systems within the past year.	Total cost of goods sold is $200k.	*
City of Toledo, OH 640 Jackson Street Toledo, OH 43604 Adam Zolciak - 419-936-2178	Government	Ohio - OH	Equipment and inspection vehicles have been provided to the Sewer and Drainage Services division of the City of Toledo over the last 4 years. Purchasing decisions are made with input from the engineering, inspection, CSE and CCTV sections. Above contact has been the point person for this process; including budgeting and capital improvement planning.	Built, delivered, and trained 1 full pipeline inspection vehicle equipped with 2 mainline inspection systems within the past 2 years.	Total cost of goods sold is $250k.	*

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.	Envirosight directly employs the following sales/sales-enablement roles: • One (1) global sales manager • Six (6) regional sales managers (Northeast NA, Southeast US, Midwest US, West Coast NA, Central/South America, and Europe) • One (1) strategic account manager (focused on large fleet accounts) • Five (5) marketing personnel (content, promotion, sales enablement, channel outreach) • One (1) channel service manager (training, standards compliance, performance auditing) Marketing prospects are managed in Hubspot; sales opportunities (leads) and customers are managed in Salesforce. Our in-house sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do.	*
26	Dealer network or other distribution methods.	Our dealer network in North America consists of 20 third-party dealer organizations, 175 sales reps, 52 sales locations, and 34 factory-authorized service locations. For some dealers, reps focus on Envirosight products in addition to other product lines. Other dealers have reps dedicated exclusively to the Envirosight line. At our dealers, sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do. See attached dealer list of locations as well as service locations. All sales opportunities are forecasted and tracked in Salesforce, so we can provide ongoing promotion of Sourcewell options according to funnel stage, as well as implement methodologies to ensure compliance with Sourcewell processes and requirements. Our sales academy trains hundreds of partner representatives to win deals with a combination of proprietary strategies, competitive intellligence and applications expertise. We track each deal to react in real-time, make targeted interventions, and coordinate on strategic accounts. Sourcewell processes will be integrated into all facets of this sales channel management ecosystem.	*
27	Service force.	Envirosight has 34 North American factory-certified service locations, each with: • At least one factory-trained and -certified service technician • On-site parts and accessories inventory • A dedicated service and testing room We also conduct service out of our New Jersey headquarters. Other aspects of our service program include: • Rental Fleet. When the unexpected happens, it's essential for custmers to get back up and running quickly. We offer no-charge warranty rentals from 23 locations across the country, plus rental equipment for other needs, like when specialty jobs require special capability. • Parts Consignment. Based on a customer's fleet, we'll stock them with a consignment of spare parts, including windows, seals, retermination kits and more. They pay only for what they use, and we keep them replenished. • Maintenance Plans. Keeping to budget means managing cost-of-ownership. Envirosight makes it easy with maintenance plans and extended warranties to keep cost of ownership predictable long-term. • Warranty. Envirosight equipment is backed by one of the industry's most comprehensive warranties. • Parts Portal. Customers can gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available. • Technical Support. The Envirosight customer success team is standing by to help customers with technical issues and challenging applications—a single call to get support that's responsive, efficient and friendly. • Operator Training. Equipment operators are productive out of the gate with on-site training from certified Envirosight instructors. Not only do we cover equipment care, operation and safety, we're available to provide NASSCO PACP/MACP/LACP training, too. • Maintenance Training. If a customer runs an in-house maintenance shop, Envirosight's service training program will teach their techs to perform common repair and preventative maintenance procedures on our equipment. Training can be conducted on-site or at an Envirosight facility.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Although we have a vast sales dealer network to further assist with the order process and customer service, Envirosight will generate all Sourcewell quotes directly at the request of a customer and/or sales dealer. This way Envirosight will have complete visibility on all Sourcewell deals. Envirosight will have at least one person fully dedicated to monitoring all Sourcewell orders.The purchase orders for Sourcewell quotes will be made out to Envirosight. All inbound order sheets for Envirosight have listed whether the sale used the Sourcewell contract. Orders cannot be entered without this information. Once entered, orders will also be designated as Sourcewell sales for reporting purposes and fee remittance. With the assistance of our sales dealer network, Envirosight will have the orders fulfilled directly or by our sales dealer nearest to the customer location. Once fulfilled, Envirosight will generate the final invoice to the customer and will be responsible for collecting payment. Envirosight will remit the Sourcewell fee directly to Sourcewell upon completion. Envirosight will distribute the detailed ordering process among its sales dealer network.	*
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.	Customer Service is a top priority for Envirosight. We have six full time employees dedicated to our various areas in customer service. These six areas include all new equipment orders, all new truck build orders, all new parts orders, all in house service for our inspection equipment, all in house service for our pipeline renewal equipment, and all warranty requests. 100% of in stock parts will ship the same day as long as the orders are received prior to our shipping cutoff time of 4:00PM (EST). Many of our sales dealers also stock Envirosight equipment and trucks. We also have four full time service technicians available to provide technical assistance for designated product lines. Our repair turnaround rate is 48 hours. We work as a team at Envirosight to ensure both our sales network and end users are fully supported in a timely and efficient manner.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	In the United States, we have nineteen (19) sales partners covering all states with 43 sales locations and 32 factory-certified service locations. The service locations offer rental/loaner equipment, spare parts inventory, and factory-trained service technicians.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	In Canada, we have two (2) sales partners covering all provinces with 9 sales locations and 2 factory-certified service locations. The service locations offer rental/loaner equipment, spare parts inventory, and factory-trained service technicians.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will be fully serving all geographic areas within the United States and Canada through the proposed contract.	*
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?	We will be fully serving all Sourcewell participating entity sectors through the proposed contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no specific contract requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii, Alaska, and in US Territories.	*

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.	In the event of an award, we plan to promote awareness of and engagement with the contract internally, to our dealers, and to our customers. This will include: • Promotion of contract participation through print advertisements and at industry events. • Training of internal and channel staff on how to use the contract: advantages, benefits, procedures and requirements. This will be conducted through online and in-person trainings, and with informational collateral. • Educating the market on the benefits of cooperative purchasing via Sourcewell using emails, blog posts, social media, white papers and webinars. • Integrating procedures in our Salesforce CRM and Pandadoc quoting platform to ensure Sourcewell is an option that's pursued on every qualifying deal.	*

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Envirosight conducts fully integrated digital marketing using the Hubspot platform, where we maintain a database of nearly 18,000 marketing contacts. We engage with those contacts ongoingly through email, social, blog and website. We have integrated Hubspot with our call tracking platform (CallRail), our CRM (Salesforce), and GoogleAnalytics. Hubspot is also integrated with all our social presences: Facebook, Instagram, Youtube, LinkedIn and Twitter. We place heavy focus on content marketing, which helps us pull contacts into our database when they're in the research stage of making a purchase decision. We then nurture them with ongoing communications around product and content, so that when they're ready to make a purchase decision, Envirosight is top-of-mind. We gateway our primary content (downloadable/mailable white papers, posters, infographics, etc.) so that we can collect additional data about each contact who requests it. We start with name, title, company, phone and email, but move progressively toward more granular information like org type, org size, miles of pipe, and other qualifying data. To constantly bring new contacts into our marketing database, we invest in media that drives prospects to our content, including content sponsorships, PR, Google Ads and other SEM, social media advertising, event advertising and print advertising. We realize that the experience with our brand starts well before a purchase and continues long after it. We invest heavily in marketing that • Projects our brand. Our visual identity, messaging and values are broadcast across a range of digital and traditional channels. • Engages the market. Our buyers gather information before exhibiting buying intent. Through use of content and promotional marketing, we constantly engage with the market in order to capture prospects as soon as they're ready to embark on the buyer's journey. • Establishes thought leadership. Credibility is a huge component of any successful brand in our industry, and we're committed to producing non-promotional resources that help professionals and our industry advance. It builds goodwill and establishes our expertise. • Empowers sales teams. We create simple, compelling value propositions around complex technology, and deploy visually engaging collateral that helps guide the sales process. • Generates leads. Our marcomm funnel is oriented toward generating leads for on-site demonstrations. Our sales partners consistently tell us our lead generation is second-to-none in the industry. • Builds Loyalty. We support and augment the ownership experience with ongoing communication, so customers become lifetime accounts, influencers and brand ambassadors.	*
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?	While our sales and marketing teams pride themselves on being resourceful and ambitious, we hope to depend on Sourcewell for certain resources: • Brand assets (logos, etc.) that can be incorporated into marketing and communication campaigns. • Listing of Envirosight as a Sourcewell vendor within Sourcewell materials and resources, both print and online. • Review of certain promotional and informational materials for accuracy of messaging pertaining to Sourcewell. • Access to certain cooperative purchasing experts within Sourcewell for interview purposes so that we may develop content around Sourcewell cooperative purchasing. Sourcewell would be integrated into our sales process in the following ways: • Proactive bid searching for all Sourcewell opportunities. • Promotion of Sourcewell partnership in sales collateral, marketing materials and digital marketing (social, email, blog, website). • Extensive training of in-house personnel on Sourcewell benefits and procedures. • Extensive training of channel sales reps on Sourcewell benefits, procedures. • Development of sales processes and scripts that integrate Sourcewell promotion into the vetting of every opportunity. • Integrating procedures into our Salesforce CRM to ensure Sourcewell is an option that's pursued on every qualifying deal. • Integrating informational materials about Sourcewell into our Pandadoc quoting platform to boost awareness of Sourcewell on every qualifying deal.	*
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.	The Quick Lock product line is the only product available through an e-procurement ordering process for end users. End Users may register and purchase Quick Lock products through our online parts portal upon request. Some municipalities that currently utilize this e-procurement ordering process are Duluth (MN), Twin Falls (ID), Charleston (SC), Guilderland (NY), Liberty (MO), Decatur (IN), Pueblo (CO), Hillsborough (NJ), and Bentonville (AR).	*

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.	Service training is provided by Envirosight to both sales dealers and end users. Service training is standard at no cost. Envirosight also has an online service library where we host pro tips, service trainings, and operator resources for our entire product line. This service library is accessible to all our Sales Partners and end users (photo attached). Envirosight also hosts an anual training for our sales dealers known as ST5 (photo attached). Software training is mandatory at an additional cost, which is included with our software pricelist. The majority of Envirosight's sales dealers have Envirosight specialists that train and demo equipment for end users. Many sales dealers conduct training often with factory assistance. Whether the sales dealer charges for additional training is determined on a case by case basis. Most of the training provided by the sales dealers are at a nominal or no cost. Any nominal training costs will be disclosed to the member during the quoting process.	*
40	Describe any technological advances that your proposed products or services offer.	Envirosight products have integrated Wifi communications, imbedded reporting software, advanced measurement capabilities, and run on upgradable software platforms for future expansion.	*
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.	Envirosight has taken several steps to become more environmentally friendly. Previously, Envirosight hosted service trainings in person where we would arrange the travel and hotel accomodations for attendees. Now Envirosight hosts remote trainings online to cut down on fuel emissions. Envirosight has also implented online parts ordering for our sales dealer network as well as online access to our service library and warrany registrations for end users. With the increase in digital resources, Envirosight has reduced its paper consumption. Envirosight has also upgraded its infrastructure to include motion sensor LED lighting and sinks. Submittals attached. Our equipment runs on electricity, which eliminates greenhouse gas emissions. Envirosight does not contribute to noise pollution at construction sites, as our equipment is essentially inaudible. Envirosight is also considering electric powered chassis in the future. The proactive nature of our business allows us to identify piping and sewage vulnerabilities before a pipe break actually occurs. Our crawlers and other products are fitted with high resolution cameras where problem areas are identified with pinpoint accuracy, minimizing environmental contamination and wasteful digs.	*
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.	Products are subject to European Directive 2002/96/EC for the safe disposal of electronics. Regarding our equipment from our truck build facility: - The Xantrex 3000 KW inverter meets UL458 with marine supplement, CSA, ABYC, and FCC Class B (documented in attachments). - The Onan generator meets tier 3 and EPA Phase 3 Standards. - LED lighting is used in our vehicle build outs.	*
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.	Envirosight holds no disadvantaged business certifications. Our sales dealer in northern California, U-Rock Utility Equipment, is certified as a small business.	*

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?	Beyond the technology we offer, we deliver a customer experience that is designed maximize satisfaction and loyalty. Investments and infrastructure that enhance this customer experience include: • Customer Service Infrastructure. Besides managing our sales funnel, SalesForce is our platform for warranty registration, purchased asset tracking, and service and support case management. • Service Network. We maintain a high standard for regional service with certified training for technicians, stringent inventory requirements, and continuous benchmarking of turnaround and customer satisfaction. • Parts. For partners and customers, ordering parts is easy with our online portal. Regional inventory depots ensure rapid fulfillment, in-stock orders ship the same day, and next-day delivery is available. • Trust and loyalty: In the world of municipal supply, expertise and credibility are the cornerstone of any successful brand. And when you're talking about technology that's used to maintain essential services, the stakes are even higher. Our success is built on thousands of industry relationships, decades of work in the trenches, and the belief that we succeed only when our customers do. • Virtual Support. We have a full video production studio that has all of our equipment. We use this to not only supply online training videos, but we can conduct live support or training when time is of the essence. We have conducted hundreds of online virtual support calls and have had over a thousand views on portal videos and online classes.	*

Table 9: 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?	Yes, our warranties cover all products, parts, and labor for manufacturer defects in materials and workmanship. Envirosight warrants up to twelve months from the in service date	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranties do not impose usage restrictions or other limitations that adversely affect coverage. However, there are exceptions due to accident, misuse, abuse, fire, flood, or other contigencies beyond the control of Envirosight. These contigencies include damage to warrantied items sustained in shipment, equipment that has had any of its idenfication, instructional, or sealing labels removed or tampered with, and/or equipment that has had its serial numbers altered, defaced, or removed. Envirosight will not be responsible for any changes, modifications, or repairs, either in cost or consequence, made by personnel not authorized by Envirosight. Envirosight will not be responsible for the loss of or damage to equipment while in the possession of any authorized or unauthorized service agency.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Envirosight will cover the expense of technicians' travel time and mileage to perform warranty repairs on a case-by-case basis as needed through its vast North American distribution network.	*
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?	No, Envirosight has certified technicians to perform warranty repairs throughout North America. Many of Envirosight's sales dealers have service centers dedicated to the Envirosight product line. Two such dedicated repair centers in Cleveland and Indianapolis are pictured in our attachments.	*
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?	Yes, we will cover warranty service for items made by other manufacturers that are a part of our proposal. We do have some products pertaining to our truck builds that we do pass on to the original manufacturers (vehicle chassis, truck chasssis, trailer chasis, AC units, Generators, MEPS Units, and Inverters).	*
50	What are your proposed exchange and return programs and policies?	New and unused items can be returned within 60 days with a 10% restocking fee.	*
51	Describe any service contract options for the items included in your proposal.	Envirosight offers maintenance plans and extended warranties to help customers keep cost of ownership predictable long-term. Due to the variety of systems and options available from Envirosight, such agreements will be priced accordingly and presented to the member in the quoting process.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Envirosight's payment terms are Net 30. We accept payment by wire, credit card, and/or check.C314	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Although Envirosight does not have any leasing or financing options available, Envirosight can help connect Sourcewell members with third party financing if so desired.C316	*
54	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.	Envirosight's standard transaction documents include order forms, terms and conditions, and a service level agreement concerning product warranties. Samples of such documents are attached. The Envirosight order form is required to process all inbound orders. On this order form, the end user's information as well as the order procurement details are listed. Once completed, the order will be processed and will be designated as a Sourcewell sale when applicable. Envirosight's terms and conditions outline the expiration period, payment terms, FOB, and currency which pertain to sales quotes. Envirosight's warranty policy provides additional details regarding the length of the warranty as well as any exceptions that do not apply.	*
55	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?	Envirosight does not accept the P-card procurement and payment process.	*

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 *	
56	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.	Envirosight will provide Sourcewell members a 5% Discount off list price. The attached pricelist includes both the list and discounted pricing as well as the SKU number for each item.	*
57	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.	5% Discount Off List Price	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Envirosight has a large/national accounts program where purchases of 5 or more of any product can receive a 3% discount. We would gladly extend this volume discount to Sourcewell members/customers as well.	*
59	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.	Envirosight can supply specific non-standard “sourced” items to our truck builds. Depending on the cost and our ability to get a resale discount on “nonstandard options”, we would supply such items at cost or add at the most 10% to cover the resources used to acquire these items for the member.	*
60	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 equipment sales are FOB Randolph, NJ with the exception of Truck Builds which would be FOB from the Envirosight Truck Build Facility in Evans City, PA. Additional charges related to pre-delivery inspection, installation, set up, or mandatory training will be determined on a case by case basis by our sales dealers. Any additional charges will be conveyed to the member during the quoting process prior to the issuance of a purchase order.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight & shipping charges are separate and based upon the lowest standard rate at time of physical shipment from our NJ distribution center or our truck build center, depending on the equipment package being purchased. Additionally, there are varying freight import surcharges that will be addressed during the quoting process prior to the issuance of a purchase order.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not exploit higher shipping rates, delivery packages or disadvantages to customers purchasing outside of the contiguous United States. Standard lowest rate of freight shipping will be employed for all North and South American customers.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	At most locations, in person delivery of equipment and hands-on training by an authorized Envirosight specialist is our preferred standard for delivery. Sourcewell members will benefit from this process. Many of our competitors simply ship the equipment to the end-user direct.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	5% Discount Off List Price. Please see attached Price list.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	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.	Envirosight is fully committed to the proposed Contract with Sourcewell and will be solely responsible for adhering to Sourcewell's contract requirements. All customer orders will be initially submitted directly to Envirosight for this purpose rather than through our sales dealer network. Envirosight ensures that both Sourcewell participating entities and our sales dealer network obtain the proper pricing. All inbound order sheets for Envirosight have listed whether or not the sale used the Sourcewell contract. Orders can't be entered without this information. Once entered, orders will also be designated as Sourcewell sales. This will generate the fee that Envirosight will pay for using the Sourcewell contract. Envirosight will be accountable for reporting all sales under the Sourcewell contract each quarter and will remit the proper administrative fees to Sourcewell in a timely manner. Envirosight will have staff members designated in monitoring all Sourcewell sales, remitting all Sourcewell fees, and reporting quarterly sales.	*
66	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.	In addition to reporting all sales under the Sourcewell contract each quarter to Sourcewell and the self-audit process Envirosight will employ, Envirosight will also track these sales internally. All Sourcewell sales will be noted in our CRM which is Sales Force. Envirosight would like to know how many overall sales opportunities are attributed to Sourcewell. Envirosight will also use this as part of our audit trail to make sure all Sourcewell business is properly accounted for. Lastly, we will have a third party review our Sourcewell activity and administrate the contract as a last measure to make sure we do not miss anything and we have the metrics we seek to better understand how our contract program is performing.	*
67	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.)	Envirosight proposes a 1.5% administrative fee that will be payble to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that Envirosight is awarded a Contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	• Sewer inspection crawlers: The world's most trusted crawler brand, ROVVER X, answers any inspection challenge with steerable 6-wheel drive, tool-free wheel changes, and a modular design. It accepts accessories like a motorized camera lift, large-diameter carriage, side scan camera and laser profiling probe. With powerful controls, an operator can access any function via touchscreen, log observations and generate reports. Online updates keep you equipped with the latest software-driven features, while onboard diagnostics help reduce downtime and repairs. Compact and efficient, ROVVER X easily travels to remote job sites. • Lateral launch sewer inspection crawlers: Our lateral launch crawler system locates cross bores and illicit flows with unrivaled speed, range and pushing force, plus three onboard cameras. • Sewer inspection vehicles: We build sewer inspection truck bodies that keep crews safe, productive and ready for any challenge. Our truck builds spare no amenity and work with a wide range of chassis/power options. • Sewer zoom survey camera: The wireless Quickview airHD rapidly assesses mainlines to determine where CCTV, cleaning or rehab is needed. • Push camera: The Verisight Pro+ push camera inspects laterals and clean-outs, offering digital recording, defect logging and available pan/tilt camera. • Jetter nozzle camera: Sewer jetting crews can clean, assess line condition and verify results with the wireless Jetscan HD video nozzle. • Automated manhole inspection system: The fully automated Cleverscan captures sidewall imagery and a 3D point cloud, with powerful tools to view and measure results. • Sewer inspection software: WinCan software is the industry-leading software platform for sewer inspection and asset management, with special capabilities for artificial intelligence (AI), GIS mapping, municipal enterprise software integration, and could-based workflows.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Sewer inspection equipment • Sewer inspection trucks • Sewer inspection software • Asset management software • Manhole inspection • Sewer cleaning nozzles • Drain inspection cameras • Push cameras • Cross-bore location • Lateral launch inspection • Sewer rehabilitation	*

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	
70	Video, imaging, scope, and sensor equipment	(●) Yes ( ) No	Envirosight offers equipment to visually inspect sewer and stormwater infrastructure, including mainline inspection crawlers; lateral launch crawlers; sewer inspection vehicles; push cameras; zoom survey cameras; HD video nozzles; automated manhole inspection systems; and software for sewer inspection and sewer asset management. In addition, the company offers crawler accessories used to perform laser profiling and side scanning.	*
71	Flow and leak testing, detection, and monitoring equipment and tools	( ) Yes (●) No	N/A	*
72	Underground infrastructure rehabilitation equipment	(●) Yes ( ) No	Envirosight offers equipment to repair sewer and stormwater infrastructure, including point repair sleeves and the equipment used to install them; small- and large-diameter sewer rehab cutters; drain jetting camera systems; and equipment for curing CIPP rehab liners using LED light.	*
73	Products, accessories, supplies, parts, technology, software, and services related to the offering of the solutions in questions 70-72 above	(●) Yes ( ) No	In support of the inspection and repair equipment it sells for sewer and stormwater infrastructure, Envirosight offers parts and accessories; maintenance and repair services; operator and service technician training; equipment rental; customer support (via phone, email and on-site); software for data collection, management, analysis and reporting; and consultation.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
74	Describe the compatibility of any software products offered with industry hardware.	Envirosight software products are compatible with a variety of industry hardware platforms. WinCan, the primary software for use with Envirosight products, is compatible with most inspection equipment including IBAK, CUES, and ARIES to name a few.	*
75	Describe the compatibility of any hardware products with industry software.	Envirosight hardware products are compatible with a variety of infrastructure database software products. Rovver X is compatible with software packages such as Pipe Logix, POSM, Pipe Tech, IT Pipes, and Granite Net and can be easily adapted to virtually any software platform in the industry.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. 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 - UPLOADS 1 - PRICING.zip - Friday December 03, 2021 14:48:46
- Financial Strength and Stability - UPLOADS 2 - FINANCIAL STRENGTH AND STABILITY.zip - Friday December 03, 2021 11:20:07
- Marketing Plan/Samples - UPLOADS 3 - MARKETING PLAN AND SAMPLES.zip - Friday December 03, 2021 11:20:51
- WMBE/MBE/SBE or Related Certificates - UPLOADS 4 - WMBE MBE SEB OR RELATED CERTIFICATES.zip - Friday December 03, 2021 11:22:34
- Warranty Information - UPLOADS 5 - WARRANTY INFORMATION.zip - Friday December 03, 2021 11:22:51
- Standard Transaction Document Samples - UPLOADS 6 - STANDARD TRANSACTION DOCUMENT SAMPLES.zip - Friday December 03, 2021 11:27:08
- Upload Additional Document - UPLOADS 7 - UPLOAD ADDITIONAL DOCUMENT.zip - Friday December 03, 2021 11:27:32

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. - Michael Dahlmann, CEO/Owner, Best Equipment Company, Inc.

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_1_Underground_Infrastructure_Inspect_Equip_RFP_120721 Fri November 19 2021 11:33 AM	☑	1

DocuSign Envelope ID: 637A0871-A414-46B3-AF92-633293B80E65

SOURCEWELL
STATE OF MINNESOTA

Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO AMEND RATIFICATION OF COOPERATIVE CONTRACTING AWARDS
8/15/2023

Resolution No. 2023_22

WHEREAS, Sourcewell seeks to amend Board Resolution No. 2022-03 dated January 18th, 2022; and

NOW THEREFORE BE IT RESOLVED, Appendix A lists Best Equipment Company, Inc. (contract number 120721-BST); however, the correct Supplier Name should have been noted as Envirosight, LLC (contract number 120721-EVS). Best Equipment Company is an authorized representative of Envirosight, but Envirosight is the contract holder/awarded supplier.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...

Clerk to the Board of Directors

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 # 120721-EVS WITH HAAKER EQUIPMENT COMPANY FOR THE PURCHASE OF A 2024 OR NEWER E-FORD TRANSIT VAN ROVVERX CCTV PIPE INSPECTION SYSTEM WITH BUILD OUT IN A NOT-TO-EXCEED AMOUNT OF $296,007.71 FOR THE PUBLIC WORKS STREET AND WASTEWATER DIVISION; AND 2) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS OF UP TO $29,600 TO THE NOT-TO-EXCEED AMOUNT FOR THE PURCHASE AS A 10% CONTINGENCY FOR UNFORESEEN FLUCTUATIONS IN PRICING.

WHEREAS, the Public Works Street and Wastewater Division utilizes a 2002 E150 Ford van to view and record citywide wastewater pipes, which has exceeded its recommended useful life of fifteen (15) years and is scheduled to be replaced; and

WHEREAS, the City of National City has an opportunity to piggyback onto the Sourcewell Contract # 120721-EVS with Haaker Equipment Company to allow for the purchase of a 2024 or newer E-Ford Transit Van RovverX CCTV pipe inspection system with build out; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, 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 the Sourcewell Contract # 120721-EVS with Haaker Equipment Company was competitively bid through a Request for Proposals process, and that the Sourcewell procurement procedures are in substantial compliance with those of National City; 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 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 120721-EVS with Haaker Equipment Company for the purchase of a 2024 or newer E-Ford Transit Van RovverX CCTV pipe inspection system with build out in a not-to-exceed amount of $296,007.71 for the Public Works Street and Wastewater Division.

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Section 2: That the City Council hereby authorizes the City Manager to approve adjustments of up to $29,600 to the not-to-exceed amount for the purchase as a 10% contingency for unforeseen fluctuations in pricing.

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 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: Engineering & Public Works
Prepared by: Stephen Manganiello, Director of Public Works/City Engineer
Meeting Date: Tuesday, December 3, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Purchase and Sale Agreement for the Purchase of Property on N Avenue.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute the Purchase and Sale Agreement and Accept the Grant Deed from Walter Morawa and Louise Morawa Joint Living Trust for the Purchase of a Portion of Parcel APN 557-250-38 that Fronts "N" Avenue, Just South of E. 9th Street to Construct Pedestrian and Bicycle Improvements."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City desires to purchase a portion of parcel APN 557-250-38 that fronts "N" Avenue, just south of E. 9th Street to construct pedestrian and bicycle improvements as part of the Central Community Mobility Enhancements Project, CIP No. 19-23 (the "Project"). The portion of property is approximately 2,721 square feet (see Exhibit C for parcel map with land acquisition area highlighted). The City contracted with Carpenter Real Estate Consulting located in San Diego to prepare a Property Appraisal Report, which determined a fair market value of $164,000 for the partial acquisition (see Exhibit D). The property owners, Walter and Louise Morawa, have agreed to sell the portion of property to the City for the appraised value.

Staff recommends authorizing the City Manager to execute the Purchase and Sale Agreement and accept the Grant Deed (attached as Exhibits A and B).

FINANCIAL STATEMENT:
Purchase Price: $164,000
Expenditure Account No. 296-10-18-18500-7598-6588296 (ATP Grant) - $44,000
Expenditure Account No. 100-10-18-18500-7598-6573100 (General Fund CIP - Transportation Improvements) - $120,000

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. 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 – Purchase and Sale Agreement
Exhibit B – Grant Deed
Exhibit C – Parcel Map
Exhibit D – Property Appraisal Report
Exhibit E – Resolution

PURCHASE AND SALE AGREEMENT
(N Avenue)

THIS PURCHASE AND SALE AGREEMENT (N Avenue) ("Agreement") dated as of the ___ day of _____, 2024, by and between Walter and Louise Morawa, Trustees of the Walter Morawa and Louise Morawa Joint Living Trust ("Seller"), and the City of National City ("Purchaser").

RECITALS

A. The Seller owns the fee interest to that certain strip of real property generally located along N Street, South of East 9th Street in the City of National City, County of San Diego, California, which is legally described on Exhibit A attached hereto and made a part hereof ("Property"). Seller and Purchaser desire for Seller to sell the Property to Purchaser and for Purchaser to purchase the Property from Seller.

B. The Seller agrees to sell the Property to Purchaser for One Hundred Sixty-Four Thousand and No/100 Dollars ($164,000.00), which amount shall be payable by Purchaser to Seller in cash at Closing.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, Purchaser and Seller hereby agree as follows:

1. Effectiveness of Agreement and Purchase and Sale.

(a) Effectiveness of Agreement. This Agreement shall be effective and binding upon all parties hereto concurrently with the last to occur of the following: (i) this Agreement has been duly executed by Purchaser and delivered by Purchaser to Seller; (ii) this Agreement has been formally approved by resolution of the City of National City; and (iii) this Agreement has been duly executed by Seller and delivered by Seller to Purchaser. The Seller hereby acknowledges that the Purchaser is prohibited by law from purchasing the Property, without the approval of the City Council of the City of National City. Under no circumstances will this Agreement be effective before all of the preceding have occurred.

(b) Purchase and Sale of the Property. In consideration of the mutual covenants set forth in this Agreement, and on the terms and conditions set forth herein, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller on the terms and conditions set forth herein, provided the various conditions to Closing set forth in this Agreement are satisfied or waived as provided herein. At Closing, Seller shall convey to Purchaser title to the Property by recordation of the Grant Deed. The Escrow Agent shall issue the Title Policy (as defined below) to the Purchaser at Closing.

(c) Possession of the Property. The Seller shall deliver possession of the Property to Purchaser at Closing. Possession of the Property shall be delivered to Purchaser entirely vacant, subject only to the Property Documents and the Permitted Exceptions. After Closing, the Purchaser shall install a new sidewalk, curb and gutter along N Avenue, an ADA-compliant access ramp to the building entrance on N Avenue and a retaining wall with metal fencing and a gate along the Property-frontage on N Avenue. Purchaser shall not block or deny access to the Seller's property, except to the extent reasonably necessary to construct the new sidewalk, curb and gutter along N Avenue and to repair and maintain the same. Provided, however, Purchaser shall cooperate with Seller to minimize the disturbance of and inconvenience to tenants and occupants of the Seller's property.

2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" means this Purchase and Sale Agreement between the Seller and the Purchaser.

"Business Day" means any day other than a Saturday, Sunday or any other day on which Purchaser or Escrow Agent is not open for business. In the event any date, deadline or due date set forth in this Agreement falls on a day that is not a Business Day, then such deadline or due date shall automatically be extended to the next Business Day.

"Close" or "Closing" means the close of Escrow as provided herein, which shall occur on the Closing Date.

"Closing Date" means the close of Escrow as provided herein, which shall be one (1) Business Day after the latest of: (i) the date all of the Conditions Precedent for the Benefit of the Seller have been satisfied; and (ii) the date all of the Conditions Precedent for the Benefit of the Purchaser have been satisfied. The Closing shall occur on or before December 31, 2024.

"Conditions Precedent for the Benefit of the Seller" shall have the meaning set forth in Section 5 of this Agreement.

"Conditions Precedent for the Benefit of the Purchaser" shall have the meaning set forth in Section 6 of this Agreement.

"Due Diligence Period" means the period of time commencing on the Effective Date and ending at 5:00 p.m. Pacific time on _____ (*30 days after the Effective Date*).

"Effective Date" means _____, 2024, which may or may not be the date this Agreement was executed and delivered by the Seller or the Purchaser.

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

"Escrow Agent" means Carla Burchard at Stewart Title Guaranty Company, 7676 Hazard Center Drive, San Diego, California 92108.

"Grant Deed" means a duly executed and acknowledged grant deed conveying fee simple title to the Property from Seller to Purchaser.

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

"Immediately Available Funds" means a bank wire transfer or a certified bank or cashier's check.

"Permitted Exceptions" means (i) the printed exceptions and exclusions in the Title Policy; (ii) the exceptions to title set forth in Schedule B to the Title Report (as defined in Section 4(e) below) which are approved by Purchaser in writing, or deemed approved by Purchaser, as provided in Section 4(e) below; (iii) real property taxes and assessments which are a lien but not yet payable; (iv) any title exceptions caused, consented to or preapproved by Purchaser; and (v) all applicable building, zoning and use restrictions and/or regulations of any municipality, township, county or state; (vii) defects that would be shown by an inspection or by a survey of the Real Property; and (viii) any reserved oil, water and/or mineral rights. Notwithstanding anything to the contrary herein, no deed of trust or mortgage is a Permitted Exception.

"Property" means that certain real property in the City of National City, County of San Diego, California, which is legally described on Exhibit A attached hereto and made a part hereof.

"Property Documents" means a conditions imposed by any governmental authorities which affect the development or use of the Property, soils reports, engineering studies or surveys, studies and reports concerning the possibility of Hazardous Materials on or near the Property, active contracts, drawings, plans, specifications, with respect to the Property that are in Seller's possession.

"Purchase Price" means One Hundred Sixty-Four Thousand and No/100 Dollars ($164,000.00).

"Purchaser" means the City of National City.

"Seller" means Walter and Louise Morawa, Trustees of the Walter Morawa and Louise Morawa Joint Living Trust.

"Title Policy" means a CLTA Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring that title to the fee interest in the Property is vested in the Purchaser

subject only to the Permitted Exceptions, which Title Policy shall be obtained through the Escrow Agent. Seller shall pay the cost of the CLTA Owner's Policy of Title Insurance. Purchaser shall pay the cost of any endorsements it desires. Purchaser may obtain an ALTA Owner's Policy of Title Insurance in which event Purchaser shall pay the cost difference between the cost of the ALTA Owner's Policy of Title Insurance and the cost of a CLTA Owner's Policy of Title Insurance.

3. Purchase Price. The purchase price to be paid by the Purchaser for all of the Property shall be the One Hundred Sixty-Four Thousand and No/100 Dollars ($164,000.00) Purchase Price. Notwithstanding any provision to the contrary contained in this Agreement, Purchaser shall pay to Seller the amount of One Hundred and No/100 Dollars ($100.00) as independent consideration for the rights extended to Purchaser under this Agreement.

(a) No Deposit. No deposit shall be required under this Agreement.

(b) LIQUIDATED DAMAGES. IF ESCROW FAILS TO CLOSE AS A RESULT OF PURCHASER'S DEFAULT HEREUNDER, THE SOLE REMEDY OF THE SELLER SHALL BE TO TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE THEREOF TO PURCHASER AND ESCROW AGENT, WHEREUPON THE SELLER SHALL BE ENTITLED TO RECEIVE THE SUM TOTAL OF $1,000.00 FROM THE PURCHASER AS LIQUIDATED DAMAGES (AND, THE SELLER WAIVES ANY RIGHT TO SPECIFICALLY ENFORCE THIS AGREEMENT SET FORTH IN CALIFORNIA CIVIL CODE SECTION 1680 OR 3389). THEREAFTER, NO PARTY HERETO SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION TO ANY OTHER PARTY HERETO EXCEPT FOR: (i) THE SELLER'S RIGHT TO RECEIVE AND RETAIN SUCH LIQUIDATED DAMAGES; AND (ii) THE OBLIGATION OF THE PARTIES TO PAY AMOUNTS INTO ESCROW TO PAY THE FEES AND COSTS OF ESCROW. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE SELLER'S ACTUAL DAMAGES IN THE EVENT OF PURCHASER'S DEFAULT HEREUNDER ARE UNCERTAIN IN AMOUNT AND DIFFICULT TO ASCERTAIN, AND THAT SUCH AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ., CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE HEREOF INCLUDING, WITHOUT LIMITATION, THE RELATIONSHIP OF SUCH AMOUNT TO THE RANGE OF POTENTIAL HARM TO THE SELLER THAT CAN REASONABLY BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES RESULTING FROM SUCH DEFAULT WOULD BE COSTLY AND INCONVENIENT. BY PLACING ITS INITIALS IN THE SPACE BELOW, EACH PARTY HERETO SPECIFICALLY CONFIRMS THE ACCURACY OF THE FOREGOING AND THE FACT THAT SUCH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

THE PROVISIONS OF THIS SECTION 3(B) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

_____ _____

Seller's Initials Purchaser's Initials

(c) Delivery of Purchase Price into Escrow. Not less than one (1) Business Day prior to the Closing Date, the Purchaser shall cause Immediately Available Funds to be delivered to the Escrow Agent in an amount equal to the Purchase Price, and plus or minus any adjustments for prorations and expenses required under this Agreement.

(d) Disbursement to the Seller. Immediately after the Closing, the Escrow Agent shall disburse to the Seller the funds that the Seller is entitled to receive hereunder.

4. Due Diligence.

(a) Due Diligence Period. During the Due Diligence Period the Purchaser may determine in the Purchaser's sole and absolute discretion, whether to proceed with the purchase of the Property. During the Due Diligence Period, the Purchaser may terminate this Agreement for any reason or for no reason at all by delivering written notice of such termination to the Seller and Escrow. After expiration of the Due Diligence Period, the Purchaser's right to terminate this Agreement for any reason, or for no reason at all, shall expire. If this Agreement is terminated during the Due Diligence Period, then: (i) all rights and liabilities of the Purchaser and the Seller with respect to this Agreement shall immediately terminate, except for rights and liabilities that specifically survive such termination; (ii) Escrow Agent shall return to the Purchaser all funds or other things deposited in Escrow by the Purchaser, less any fees and costs charged by the Escrow Agent; and (iii) Escrow Agent shall return to the Seller all funds or other things deposited in Escrow by the Seller.

(b) Due Diligence Deliveries. Not later than three (3) Business Days after execution and delivery of this Agreement to the Escrow Agent, the Seller shall provide the Purchaser with true and correct copies of the Property Documents, to the extent the same are in the Seller's possession, by any of the following methods provide physical copies or digital copies (e.g. a pdf, tif or jpg file) by email or on a memory medium.

(c) Access to the Property. During the Due Diligence Period, Purchaser and its representatives, consultants and attorneys shall have access to the Property. Purchaser shall defend and shall indemnify the Seller and the Seller's agents and employees and the Property from and against, and shall hold the Seller, the Seller's agents and employees and the Property harmless from, any actions, losses, costs, damages, claims and/or liabilities, including but not limited to, mechanics' and materialmen's liens and attorney fees, proximately caused by the actions of Purchaser and/or its contractors or agents upon the Property. The Purchaser shall repair any damage caused to the Property by the Purchaser or its agents, employees or contractors. The Purchaser shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work done by the Purchaser or its agents pursuant to this Agreement to stand against the Property. If any such lien shall be filed against the Property, the Purchaser shall cause the same to be discharged or bonded by payment, deposit, bond or otherwise, within thirty (30) days after actual notice of such filing. The Purchaser's obligations under this Section 4(d) shall survive the termination or expiration of this Agreement. If Purchaser desires to do any invasive testing at the Property, the Purchaser may do so only after obtaining Seller's prior written consent to the same, which consent may be withheld or granted on conditions in Seller's reasonable

discretion. The Purchaser shall promptly restore the Property to the condition the Property was in immediately prior to any such tests, at the Purchaser's sole cost and expense. The Purchaser shall provide the Seller with a complete set of plans, drawings and specifications ("Invasive Testing Plans") that define to the sole satisfaction of the Seller the invasive testing to be performed on the Property and the names of all environmental and other consultants, contractors and subcontractors who will be performing such invasive testing (collectively "Purchaser's Consultants"). The Purchaser shall deliver the names of the Purchaser's Consultants and the Invasive Testing Plans to the Seller concurrently with its request to the Seller that the Purchaser desires to perform invasive testing.

(d) Title. Purchaser's obligation to purchase the Property is contingent upon Purchaser's approval of all matters affecting title to or use of the Real Property (collectively, "Title Matters"). The intent of this Section 4(d) is to allow the parties to have certainty regarding the condition of title and the Title Matters which are acceptable to the Purchaser. The procedure set forth in this Section 4(d) shall not affect or otherwise limit the Purchaser's right to terminate this Agreement for any reason or no reason at all as set forth in Section 4, above. Seller shall use commercially reasonable efforts to cause the Title Company to deliver to Purchaser within five (5) Business Days of the Effective Date, a current preliminary title report for the Real Property and, to the extent possible, legible copies of all documents referred to therein ("Title Report"). Purchaser shall have fifteen (15) Business Days thereafter, to approve or object to any items disclosed by the Title Report. If Purchaser does not give written notice to Seller of Purchaser's approval or disapproval of any items disclosed by the Title Report within said time period, then Purchaser shall be deemed to have approved the items disclosed by the Title Report. If Purchaser gives written notice to Seller of Purchaser's disapproval of any items disclosed by the Title Report within said time period and Seller does not give written notice to Purchaser within five (5) Business Days thereafter of either: (i) Seller's elimination of or agreement to eliminate those disapproved matters prior to the close of Escrow; or (ii) Seller's agreement to provide at Seller's sole expense such title insurance endorsements relating thereto as are acceptable to Purchaser in Purchaser's sole discretion prior to the close of Escrow (each, a "Cure Notice"), then this Agreement shall terminate immediately, unless Purchaser affirmatively agrees in writing within five (5) Business Days thereafter that this Agreement will remain in full force and effect and that the previously disapproved items disclosed by the Title Report are approved by Purchaser. If the Title Company issues a supplemental title report prior to the close of Escrow showing additional exceptions to title ("Title Supplement"), Purchaser shall have five (5) Business Days from the date of receipt of the Title Supplement and a copy of each document referred to in the Title Supplement in which to give Seller written notice of disapproval as to any additional exceptions; provided, however, Purchaser may not disapprove any exceptions that were contained in the original Title Report or are otherwise Permitted Exceptions. Purchaser's failure to deliver any such written notice of disapproval of the Title Supplement within such five (5) Business Day period shall be deemed to mean that Purchaser has approved all such additional exceptions. If Purchaser disapproves any additional exception shown in the Title Supplement, then Purchaser and Seller will have the same rights and obligations set forth above in this Section regarding Purchaser's original review and approval of the Title Report. Notwithstanding the foregoing, Seller shall cause all Title Matters which are mechanics' liens or deeds of trust to be eliminated as exceptions to title on the Title Policy at Seller's sole expense prior to the close of Escrow, and shall not record any documents against the Property from and after the Effective Date without Purchaser's prior written consent.

5. Conditions Precedent for the Benefit of the Seller. The Seller's obligation to Close shall be conditioned upon the satisfaction or emailed or written waiver by the Seller of all of the conditions precedent ("Conditions Precedent for the Benefit of the Seller") set forth in this Section 5. Any of the Conditions Precedent for the Benefit of the Seller may be waived by the Seller unilaterally; and if so waived, such conditions shall be of no further effect hereunder. Any such waiver shall be effective only if the same is expressly waived by Seller by either: (i) email from the Seller to the Purchaser and Escrow Agent; or (ii) in a writing signed by the Seller and delivered to the Purchaser and Escrow Agent. If the Conditions Precedent for the Benefit of the Seller set forth in this Section 5 are not satisfied by the deadlines or expressly waived, the Seller (provided the Seller is not in default hereunder) may provide emailed or written notice of the Seller's conditional termination of this Agreement to the Purchaser and Escrow Agent. After receipt of such notice of conditional termination, the Purchaser shall have ten (10) Business Days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter remains unsatisfied or the default remains uncured after the expiration of such ten (10) Business Day period, then this Agreement Instructions shall terminate at the close of business on such tenth (10th) Business Day. In the event of termination of this Agreement (and by operation of law the Escrow) pursuant to this Section 5, then: (w) as set forth in the liquidated damages provision of Section 3(b), above, all rights and liabilities of the Purchaser and the Seller with respect to this Agreement shall immediately terminate except those which specifically survive such termination; (x) the Purchaser shall pay $1,000.00 to the Seller; (y) Escrow Agent shall return to the Seller all funds or other things deposited in Escrow by the Seller; and (z) Escrow Agent shall return to the Purchaser all funds or other things deposited in Escrow by the Purchaser, less all fees and costs charged by the Escrow Agent. Notwithstanding the preceding clause (w) of this Section 5, in the event of termination of this Agreement pursuant to this Section 5, the Seller and the Purchaser shall cooperate with one another, execute all documents reasonably necessary and take all reasonable steps as may be required by Escrow Agent in order to accomplish the purposes of this Section 5. The Conditions Precedent for the Benefit of the Seller are:

(a) The delivery by the Purchaser into Escrow, at least one (1) Business Day prior to Closing of Immediately Available Funds equal to the Purchase Price (plus or minus expenses and prorations) as required by Section 3(c) above.

(b) The delivery by the Purchaser into Escrow at least one (1) Business Day prior to Closing of all other documents and instruments required by this Agreement or reasonably required by Escrow to complete the Closing.

(c) Purchaser not being in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to Purchaser, and all of the Purchaser's representations and warranties under this Agreement being true and correct as of the Closing Date.

(d) As of the Closing Date, the Purchaser has not made an assignment for the benefit of creditors, filed a bankruptcy petition, been adjudicated insolvent or bankrupt, petitioned a court for the appointment of any receiver of, or trustee for, the Purchaser, or commenced any proceeding relating to the Purchaser under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or later in effect.

6. Conditions Precedent for the Benefit of the Purchaser. The Purchaser's obligation to Close shall be conditioned upon the satisfaction or emailed or written waiver by the Purchaser of all of the conditions precedent ("Conditions Precedent for the Benefit of the Purchaser") set forth in this Section 6. Any of the Conditions Precedent for the Benefit of the Purchaser may be waived by the Purchaser unilaterally; and if so waived, such conditions shall be of no further effect hereunder. Any such waiver shall be effective only if the same is expressly waived by email from the Purchaser to the Seller and Escrow Agent or in writing signed by the Purchaser and delivered to the Seller and Escrow Agent. If the Conditions Precedent for the Benefit of the Purchaser are not satisfied by the deadlines set forth in this Section 6 or expressly waived, the Purchaser (provided the Purchaser is not in default hereunder) may provide emailed or written notice of the Purchaser's conditional termination of this Agreement to the Seller and Escrow Agent. After receipt of such notice of conditional termination, the Seller shall have ten (10) Business Days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter remains unsatisfied or the default remains uncured after the expiration of such ten (10) Business Day period, then this Agreement shall terminate at the close of business on such tenth (10th) Business Day. In the event of termination of this Agreement (and by operation of law the Escrow) pursuant to this Section 6, then: (w) the same shall be a default by the Seller; (x) Escrow Agent shall return to the Seller all funds or other things deposited in Escrow by the Seller; (y) Escrow Agent shall upon receipt of unilateral notice from the Purchaser, return to the Purchaser all funds or other things deposited in Escrow by the Purchaser; and (z) all fees and costs charged by the Escrow Agent shall be paid by the Seller. Purchaser is not waiving any default by the Seller and nothing contained in this Section 6, including, without limitation, the immediately foregoing sentence shall be a waiver of any right of Purchaser to recover damages from the Seller for any default by Seller hereunder. Notwithstanding the foregoing clause (w) of this Section 6, in the event of termination of this Agreement pursuant to this Section 6, the Purchaser and the Seller shall cooperate with one another, execute all documents reasonably necessary and take all reasonable steps as may be required by Escrow Agent in order to accomplish the purposes of this Section 6. The Conditions Precedent for the Benefit of Purchaser are:

(a) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of the Grant Deed, duly executed and acknowledged, conveying fee simple title to the Property to the Purchaser.

(b) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of the Assignment, duly executed, conveying title to the Personal Property to the Purchaser.

(c) The deposit by Seller into Escrow at least one (1) Business Day prior to Closing of a duly executed affidavit in the form prescribed by federal regulations that Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7761(a)(30) of the Internal Revenue Code of 1986, as amended.

(d) The deposit by Seller into Escrow at least one (1) Business Day prior to Closing of a duly executed California Form 593(c) or other evidence that withholding of any portion of the Purchase Price is not required by the Revenue and Taxation Code of California with respect to Seller.

(e) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of all additional documents and instruments as are reasonably required by the Escrow Agent to complete the Closing.

(f) The Escrow Agent is prepared and obligated to issue the Title Policy in Purchaser's favor, upon the recordation of the Grant Deed and there are no exceptions to the Title Policy, except for the Permitted Exceptions.

(g) As of the Closing Date, there exists no deed of trust, mortgage, lease, tenancy or occupancy agreement affecting the Property, except for the Property Documents.

(h) Seller not being in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to Seller, and all of Seller's representations and warranties under this Agreement being true and correct as of the Closing Date.

(i) As of the Closing Date there is not pending, or threatened to be pending, any action or proceeding by any person or before any government authority, the outcome of which could prohibit the use of the Property as intended by the Purchaser.

(j) The Escrow Agent is prepared and obligated to issue the Title Policy in Purchaser's favor, upon the recordation of the Grant Deed and there are no exceptions to the Title Policy, except for the Permitted Exceptions.

7. Representations, Warranties and Covenants; Waivers and Releases. When making the representations and warranties set forth in this Section 7, each party making a representation and/or warranty represents that the same are true, correct and complete as of the date hereof and shall be and are true, correct and complete as of the Closing Date. The representations and warranties shall survive the Closing.

(a) Representations and Warranties Regarding Authority. The Seller and the Purchaser each hereby represents and warrants to the other that this Agreement and all documents or instruments executed by them which are to be delivered at or prior to the Closing are, or on the Closing Date will be, duly authorized, executed and delivered by the Seller or the Purchaser, as applicable.

(b) Representations and Warranties Regarding Enforceability of Agreement. The Seller and the Purchaser each hereby represents and warrants to the other that this Agreement and all documents required hereby to be executed by them shall be valid, legally binding obligations of, and enforceable against, the Seller or the Purchaser, as applicable, in accordance with their terms.

(c) Representations and Warranties Pertaining to Legal Matters. The Seller hereby represents and warrants to the Purchaser that:

(1) The Seller is the sole owner of the fee title interest to the Real Property.

(2) To the current actual knowledge of Seller, there is no pending or threatened proceeding in eminent domain or otherwise, which would adversely affect the Property, or any portions thereof.

(d) Seller Representations and Warranties Pertaining to Options. As of the Effective Date, Seller hereby represents and warrants to the Purchaser that no person has any option or right of first refusal to purchase Seller's interest in the Property or any parts thereof.

(e) Seller Representation and Warranty Regarding Operation of the Property. The Seller hereby represents and warrants to the Purchaser that to the current actual knowledge of Seller, the Property Documents and the Permitted Exceptions constitute all of the oral and written agreements or understandings concerning the Property by which the Purchaser would be bound following the Closing.

(f) Seller Representations and Warranties Regarding Discovery of New Information. The Seller hereby represents and warrants to the Purchaser that if the Seller discovers any information or facts prior to Closing that would materially change any of the foregoing representations and warranties or cause any of the foregoing representations and warranties to be untrue or misleading in any respect, the Seller will promptly give the Purchaser notice of those facts and information.

(g) AS IS CONDITION. PURCHASER HEREBY ACKNOWLEDGES, REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT AS A MATERIAL INDUCEMENT TO SELLER TO EXECUTE AND ACCEPT THIS AGREEMENT AND IN CONSIDERATION OF THE PERFORMANCE BY SELLER OF ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT, THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) THE EXISTENCE OF HAZARDOUS MATERIALS OR MOLD UPON THE PROPERTY OR ANY PORTION THEREOF; (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (3) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER,

FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (4) DRAINAGE; (5) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (6) USES OF ADJOINING PROPERTIES; (7) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, DURABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT THE IMPROVEMENTS COMPLY WITH THE REQUIREMENTS OF TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12181-12183, 12186(B) – 12189 AND RELATED REGULATIONS; (8) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY; (9) THE SQUARE FOOTAGE OF THE PROPERTY OR THE IMPROVEMENTS THEREON; (10) IMPROVEMENTS AND INFRASTRUCTURE; (11) DEVELOPMENT RIGHTS AND EXTRACTIONS; (12) WATER OR WATER RIGHTS; (13) THE DEVELOPMENT POTENTIAL FOR THE PROPERTY; (14) THE ABILITY OF PURCHASER TO REZONE THE PROPERTY OR CHANGE THE USE OF THE PROPERTY; (15) THE ABILITY OF PURCHASER TO ACQUIRE ADJACENT PROPERTIES; (16) THE EXISTENCE AND POSSIBLE LOCATION OF ANY UNDERGROUND UTILITIES; (17) THE EXISTENCE AND POSSIBLE LOCATION OF ANY ENCROACHMENTS; (18) THE CHARACTER OF THE NEIGHBORHOOD IN WHICH THE PROPERTY IS SITUATED; (19) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; AND/OR (20) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE). NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, SELLER IS NOT RELEASED FROM ANY LIABILITY TO PURCHASER FOR FRAUD OR BREACH OF ANY EXPRESS COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT.

8. Condemnation of the Property.

(a) Condemnation. If between the Effective Date and the Closing Date, any condemnation or eminent domain proceedings are commenced that will result in the taking of any part of the Property, Purchaser may, at Purchaser's election, either:

(1) Terminate this Agreement by giving written or emailed notice to the Seller and the Escrow Agent (in which event all remaining funds or other things deposited in Escrow by Purchaser shall be returned to the Purchaser immediately from Escrow, and all fees and costs

charged by the Escrow Agent shall be paid one-half (1/2) by the Seller and one-half (1/2) by the Purchaser); or

(2) Proceed with the Closing and have Seller assign to Purchaser all of Seller's right, title and interest to any award made for the condemnation or eminent domain action.

(b) Notice. If Seller obtains notice of the commencement of or the threatened commencement of eminent domain or condemnation proceedings with respect to the Property, Seller shall notify the Purchaser in writing.

9. Broker's Commission. Seller and Purchaser each hereby represents and warrants to one another that neither of them has engaged the services of any real estate agent or broker. Seller and Purchaser each agree that, to the extent any real estate commission or brokerage and/or finder's fee shall be earned or claimed in connection with this Agreement or the Closing, the payment of such fee or commission, and the defense of any action in connection therewith, shall be the sole and exclusive obligation of the party who requested the services of the broker and/or finder. In the event that any claim, demand or cause of action or brokerage and/or finder's fee is asserted against the party to this Agreement who did not request such services, the party through whom the broker or finder is making the claim shall indemnify, defend (with an attorney of the indemnitee's choice) and hold harmless the other from and against any and all such claims, demands and causes of action and expenses related thereto, including (without limitation) attorneys' fees and costs.

10. Assignment. The Purchaser may assign this Agreement to an entity in which the Purchaser has a controlling or majority interest without the prior written consent of the Seller. Except as set forth in the immediately preceding sentence, no party shall assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party hereto. Any attempted assignment or delegation of this Agreement by the Purchaser or Seller in violation of this Section 10 shall be void.

11. Notices. All notices under this Agreement shall be in writing and sent (a) by certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) Business Days after deposit, postage prepaid in the United States Mail, (b) overnight by a nationally recognized overnight courier such as UPS Overnight, or FedEx, in which case notice shall be deemed delivered one (1) Business Day after deposit with that courier, (c) by personal delivery, in which case notice shall be deemed delivered upon the actual date of delivery, or (d) by email, in which case notice shall be deemed delivered upon the actual date of delivery. All notices shall be delivered to the following addresses (unless changed by written notice to the other persons given in accordance with this Section 11:

To Purchaser: City of National City
1243 National City Boulevard
National City, California 91950
Attn: Steve Manganiello
Email: smanganiello@nationalcityca.gov

Copy to:	Christensen & Spath LLP 401 West A Street, Suite 2250 San Diego, California 92101 Attn. Walter F. Spath, Esq. Email: wfs@candslaw.net
To Seller:	Walter and Louise Morawa 43757 La Cruz Drive Temecula, CA 92590-3369 Email: morawaw@yahoo.com

12. No Prorations. The Purchaser is purchasing a strip of real property and the Property once purchased by the Purchaser will not be subject to real property taxes and assessments, therefore no prorations shall be made with regard to the Property.

13. General Provisions.

(a) Governing Law. This Agreement shall be interpreted and construed in accordance with California law.

(b) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions of this Agreement.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, heirs and permitted assigns.

(e) Modifications; Waiver. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is sought.

(f) Entire Agreement. This Agreement contains the entire agreement between the parties relating to Purchaser's acquisition of the Property from Seller and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded.

(g) Partial Invalidity. Any provision of this Agreement which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall have no effect, but all the remaining provisions of this Agreement shall remain in full effect.

(h) Survival; No Merger. This Agreement, including without limitation, all representations, warranties, covenants, agreements, indemnities and other obligations of Seller and Purchaser in this Agreement, shall survive the Closing of this transaction and will not be merged into the Grant Deed or any other document.

(i) No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

(j) Time Of Essence. Time is of the essence in this Agreement.

(k) Attorneys' Fees. The parties agree that the prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their expert witness fees, if any, as part of their costs of suit, and reasonable attorneys' fees as may be awarded by the court. All claims, disputes, causes of action or controversies shall be subject solely to the jurisdiction of the San Diego Superior Court, Downtown Branch.

(l) Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between Purchaser and Seller or between either or both of them and any third party.

(m) Recording. This Agreement shall not be recorded.

(n) Purchaser Approval. Where this Agreement refers to an action or approval of the Purchaser, it shall mean the approval of the Executive Director of the Purchaser, or designee, unless otherwise provided.

(o) Exhibits and Recitals Incorporated. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

(p) Independent Counsel. Seller and Purchaser each acknowledge that: (i) they have been given the opportunity to be represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel, if such counsel was retained; and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel, if such counsel was retained. The fact that this Agreement was prepared or negotiated by Purchaser's or Seller's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against either party due to the fact that Purchaser's or Seller's counsel prepared or negotiated this Agreement in its final form.

(q) Capacity and Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, represent

and warrant to the other party that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:
Walter Morawa and Louise Morawa Joint Living Trust

By:_____
Walter Morawa, Trustee

By:_____
Louise Morawa, Trustee

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

PURCHASER:
City of National City

By:_____
Benjamin A. Martinez, City Manager

APPROVED AS TO FORM:

By: _____
Barry J. Schultz, City Attorney

Exhibit A

Legal Description of the Property

All that certain real property situated in the City of National City, County of San Diego, State of California, described as follows:

(PORTION OF PARCEL APN 557-250-38)

THAT PORTION OF 40 ACRE LOT 1, QUARTER SECTION 132 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, 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, DESCRIBED AS FOLLOW:
BEGINNING AT A 3/4 INCH IRON PIPE AND DISC ILLEGIBLE ACCORDING TO PARCEL MAP NUMBER 20521 FILED IN THE OFFICE OF THE COUNTY RECORDER ON JUNE 27, 2008 BEING THE SOUTHEASTERLY CORNER OF THE NORTHWESTERLY QUARTER OF SAID 40 ACRE LOT 1, BEING ALSO THE SOUTHEASTERLY CORNER OF PARCEL 1 DESCRIBED ON INSTRUMENT NUMBER 1998-0639957 RECORDED ON OCTOBER 5, 1998 OFFICIAL RECORDS, SAN DIEGO COUNTY RECORDER'S OFFICE;

THENCE NORTH 17° 46' 29" WEST 134.25 FEET ALONG THE NORTHEASTERLY LINE OF SAID NORTHWESTERLY QUARTER TO THE NORTHEASTERLY CORNER OF SAID PARCEL 1;

THENCE SOUTH 71° 59' 32" WEST 20.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1;

THENCE PARALLEL TO SAID NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 17° 46' 29" EAST 134.22 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY QUARTER WHICH IS SOUTH 72° 06' 02" WEST 20.00 FEET FROM SAID SOUTHEASTERLY CORNER OF SAID NORTHWESTERLY QUARTER;

THENCE PARALLEL TO SAID NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 17° 46' 29" EAST 8.04 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 2 DESCRIBED ON SAID INSTRUMENT 1998-0639957;

THENCE NORTH 50° 12' 52" EAST 21.57 FEET ALONG SAID SOUTHEASTERLY LINE OF PARCEL 2 TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 1, BEING ALSO THE POINT OF BEGINNING;

AREA: 2765.11 SQFT (0.063 AC) MORE OR LESS.

BASIS OF BEARING: CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 6, BETWEEN POINT NUMBERS 1236 AND 1237 AS SHOWN ON ROS 14492.

Recording Requested By:

When Recorded Mail To And Mail Tax Statements To:

City of National City
1243 National City Boulevard
National City, California 91950
Attn: City Manager

Portion of APN: 557-250-38-00

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $0.00; CITY TRANSFER TAX n/a

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [X] City of National City, and
[X] Exempt from transfer tax; Reason: Calif. Rev. & Tax. Code §11922

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Walter and Louise Morawa, Trustees of the Walter Morawa and Louise Morawa Joint Living Trust ("Grantor")

hereby grants to

City of National City ("Grantee")

All of that certain real property in the City of National City, County of San Diego, State of California described on Exhibit A attached hereto.

GRANTOR:
Walter Morawa and Louise Morawa Joint Living Trust

By:_____Dated as of _____, 2024
Walter Morawa, Trustee

By:_____Dated as of _____, 2024
Louise Morawa, Trustee

ACCEPTANCE

This is to certify that the interest(s) in real property conveyed by this instrument to the City of National City, are hereby accepted by the undersigned officer on behalf of the City of National City, pursuant to authority conferred by resolution of the City of National City adopted on _____, 2024, and the Grantee consents to recordation thereof by its duly authorized officer.

City of National City

By:_____ Dated: _____, 2024
Benjamin A. Martinez, City Manager

APPROVED AS TO FORM:

By: _____
Barry J. Schultz, City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2024, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2024, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

K:\SND_MUNI\095811315 - CENTRAL COMM MOBILITY ENHANCEMENTS\DESIGN\EXHIBITS\2023.10.19 N AVENUE ROW EXHIBIT.DWG

Kimley»Horn
401 B STREET, SUITE 600,
SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

N AVENUE ROW EXHIBIT

FOR DISCUSSION PURPOSES ONLY

NORTH

JOB NO.:	095811315
DATE:	10/19/2023

0 10 20
GRAPHIC SCALE AS SHOWN

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2023

CARPENTER REAL ESTATE CONSULTING

APPRAISAL REPORT

Partial Acquisition

ADDRESS: 924-46 N Avenue, National City, CA
APN: 557-250-38
DATE OF REPORT: April 22, 2024
DATE OF VALUE: April 19, 2024

Prepared For:
Greg Rose, Property Agent
City of National City
140 E. 12th Street Suite B
National City, CA 91950

Prepared By:
Carpenter Real Estate Consulting
Kent J. Carpenter, MAI
12502 Pacato Circle South
San Diego, CA 92128

Carpenter Real Estate Consulting
12502 Pacato Circle South
San Diego, CA 92128
kent.carpenter1@gmail.com

April 22, 2024

Greg Rose, Property Agent
City of National City
140 E. 12th Street Suite B
National City, CA 91950
Main (619)336-4266
grose@nationalcityca.gov

Re: Partial Acquisition Appraisal on property located at 924-46 N Avenue National City, CA 91950 (APN 557-250-38)

Dear Mr. Rose:

At your request and authorization, I have prepared a summary appraisal report of the market value for a partial acquisition on the above-referenced real property. Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. Your attention is directed to the Addenda which contains the assumptions and limiting conditions.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinions of value. The analyses, opinions and conclusions were developed, and this report has been prepared, in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics of the Appraisal Institute.

The appraisal has been completed subject to the Assumptions & Limiting Conditions contained within the report. Additionally, the concluded value is based on the findings presented in the highest and best use section of the report.

By virtue of my experience and based upon my investigation, my findings regarding the fair market value of the requested partial acquisition as of April 19, 2024, is as follows:

$164,000

Please refer to the attached appraisal report, plus exhibits, for a summary of the supporting documentation for the value estimate contained herein.

Respectfully submitted,

[redacted]

Kent J. Carpenter, MAI
Carpenter Real Estate Consulting
California License AG003087
Expiration Date: January 23, 2025

EXECUTIVE SUMMARY	
Property Address:	924-46 N Avenue, National City, CA 91950
APN(s):	557-250-38
Property Type:	Multi-Family Residential
Report Format:	Appraisal Report
Date of Appraisal Report:	April 22, 2024
Date of Value:	April 19, 2024
Real Estate Interest Appraised:	Partial Acquisition in Fee Simple
Function of the Appraisal:	Potential acquisition for client's project
Location:	The property is located in an older established residential neighborhood (single-family & multi-family), north of the commercial/retail corridor of E. Plaza Blvd.
Zoning:	RM-3 (Very High-Density Multi-Unit Residential)
General Plan:	Multi-Family
Improvements Description:	Pepper Hill Apartments that contain 34-units of two-story design and built in 1975.
Larger Parcel Description:	Irregular shaped parcel containing 1.50 acres per assessor's plat map. The site contains level, terraced areas where the various apartment buildings are located. The site does not have direct access from E. Plaza Blvd. and is accessed only from the north via a half width (single lane) improved public road in front of the larger parcel. The property has 136 feet of frontage on N Avenue.
Acquisition Size:	2,721 square feet
Highest and Best Use:	Multi-Family Residential
Concluded Value:	$164,000
Extraordinary Assumptions (EA) & Hypothetical Conditions (HC):	1. EA - The larger parcel value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. 2. EA - As an apparent street improvement, it is assumed that (1) the asphalt paving in the acquisition area was installed by the city of National City with no compensation warranted to the owner of the subject property, and (2) the concrete driveway apron will either be protected in place or replaced "in-kind" as part of the construction contract. 3. EA – It is assumed that as part of the construction contract for the proposed public improvements in the acquisition area, that an appropriately designed and constructed retaining wall will be provided to merge the planned public improvements with the slope and existing concrete walkway that provides pedestrian access to the property.

Purpose of Appraisal
The purpose of this appraisal is to estimate the Fair Market Value of the proposed acquisition on the defined larger parcel.

Intended User
The intended user of this appraisal report is the client, Greg Rose, property agent with the city of National City. Anyone else using or relying on this appraisal is considered an unintended user and no fiduciary obligation is owed by the appraiser to that party.

Intended Use
The intended use of this appraisal report is for potential acquisition of the premises being appraised (partial acquisition). The appraisal cannot be used for evaluation for collateral for a loan, collateral for bond funding, appealing taxes, submission to Superior Court for condemnation, etc.

Definition of Market Value
The purpose of this report is to initially render an opinion of the fair market value of the fee simple interest of the land for the larger parcel. Market Value, as used in this report, is defined below**.** The following definitions and discussions are extracted from the State of California Code of Civil Procedure, Title 7, Eminent Domain Law, Chapter 9.

Fair Market Value - CCP Section 1263.320

1) (a) "The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purpose for which the property is reasonably adaptable and available.
   (b) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable."

Fair Market Value of Property Taken - CCP Section 1263.330

1) The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:
   (a) The project for which the property is taken.
   (b) The eminent domain proceeding in which the property is taken.
   (c) Any preliminary actions of the plaintiff relating to the taking of the property.

Compensation for Injury to Remainder - CCP Section 1263.410

1) (a) "Where the property acquired is part of a larger parcel, in addition to the compensation awarded pursuant to Article 4 (discussed above), for the part taken, compensation shall be awarded for the injury, if any, to the remainder.
   (b) Compensation for injury to the remainder is the amount of the damage to the remainder reduced by the amount of benefit to the remainder. If the amount of benefit to the remainder equals or exceeds the amount of the damage to the remainder, no compensation shall be awarded under this article. If the amount of the benefit to the remainder exceeds the amount of damage to the remainder, such

excess shall be deducted from the compensation provided in Section 1263.510 (Compensation for Loss of Goodwill), if any, but shall not be deducted from the compensation required to be awarded for the property taken for from the other compensation required by this chapter."

Damages - CCP Section 1263.420

1) Damage to the remainder is the damage, if any, caused by either or both of the following:
   (a) "The severance of the remainder from the part taken.
   (b) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken."

Benefits - CCP Section 1263.430

1) Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken.

Delay – CCP Section 1263.440

1) (a) The amount of any damage to the remainder and any benefit to the remainder shall reflect any delay in the time when the damage or benefit caused by the construction and use of the project in the manner proposed by the plaintiff will actually be realized.
   (b) The value of the remainder on the date of valuation, excluding prior changes in value as prescribed in Section 1263.330, shall serve as the base from which the amount of any damage and the amount of any benefit to the remainder shall be determined.

Project as Proposed – CCP Section 1263.450

Compensation for injury to the remainder shall be based on the project as proposed. Any features of the project which mitigate the damage or provide benefit to the remainder, including but not limited to easements, crossings, underpasses, access roads, fencing, drainage facilities, and cattle guards, shall be taken into account in determining the compensation for injury to the remainder.

Fee simple estate is defined as:
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.1

Date of the Appraisal

The effective date of value is the date of property inspection, or April 19, 2024. The date of this appraisal report is April 22, 2024.

Owner of Record & Property History

According to the submitted title report, title to the larger parcel is vested in Walter Morawa and Louise Morawa, husband & wife as joint tenants. The property has not experienced an arms-length transaction during the past five years.

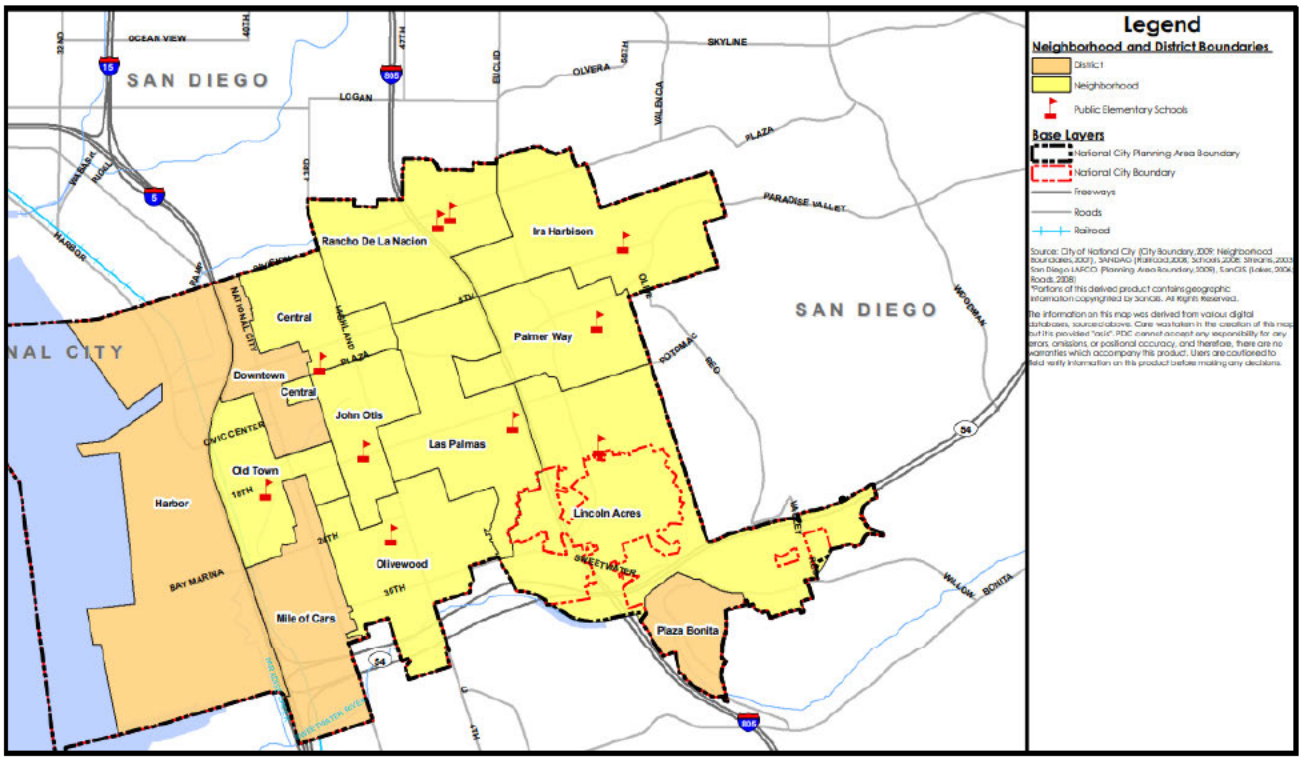
1 *The Dictionary of Real Estate Appraisal*, Fifth Edition (Chicago: Appraisal Institute, 2010), p. 78.

Scope of Work

In order to complete this assignment, I identified all assignment conditions; determined an appropriate scope of work; collected general and specific data on the district, neighborhood, market area, subject property and comparable properties; analyzed the data gathered; applied the appropriate approaches to value; and reconciled all indications of value into a final value estimate for interest being appraised. My investigation, value opinion and analyses comply with the Uniform Standards of Professional Appraisal Practice and is unbiased and impartial. No predetermined value or opinion formed the basis of any conclusions stated in this appraisal. The depth of the investigation and analysis is meant to be in keeping with the purpose and intended use of the appraisal.

NEIGHBORHOOD DESCRIPTION

The subject property is located within the city of National City, located in San Diego County. A map of the city of National City showing the subject's location is as follows:



Local Overview

National City is a city in the southwest portion of San Diego County. The city lies about 3 miles to the southeast of San Diego. Additional neighboring cities include Chula Vista (3 miles), Paradise Hills (2 miles), and Rancho Del Rey (4 miles). Extending a total of 9.12 square miles, the city consists mostly of land, with approximately 20% of the area being covered by water.

The automobile is the predominant mode of transportation for the city's workforce, with 89% of the working population using a car, truck, or van to travel to their places of employment. Public Transportation is utilized by 5% of the workforce, while another 3% either walk or use an alternative means to get to work. National City is accessible by Interstate 5, Interstate 805 and State Route 54. The city's major surface streets include:

- National City Boulevard
- Highland Avenue
- Sweetwater Road
- Division Street
- Harbor Drive
- Euclid Avenue
- Plaza Boulevard
- E 24th Street

Demographic Factors

The following table summarizes the demographics of National City:

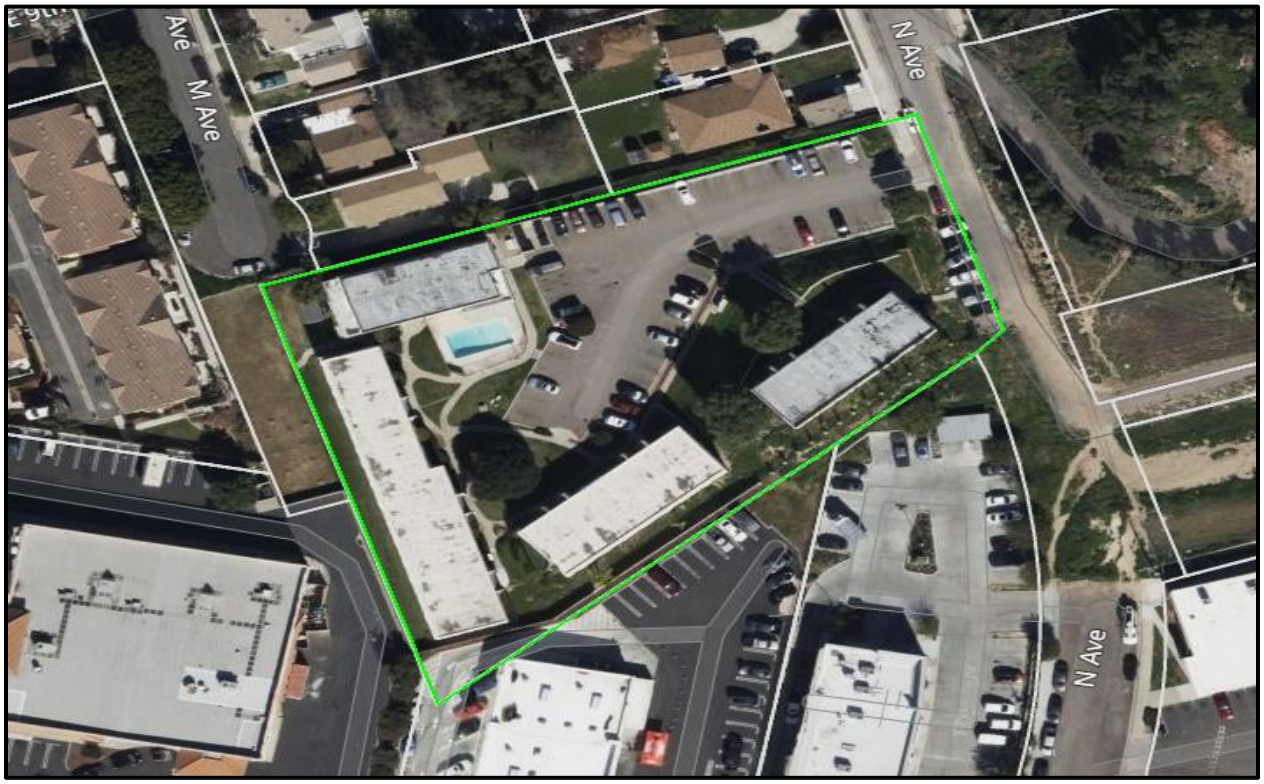
LOCAL AREA DEMOGRAPHICS

Population		**Housing Units (2022)**		**Average Household Income**	
2000 Population	54,443	Total Housing Units	18,210	2017	$62,969
2010 Population	58,582	Owner Occupied	5,831	2022	$74,432
2017 Population	62,365	Renter Occupied	11,230	Change 2017-2022	18.20%
2022 Population	64,341				
Change 2000-2010	7.60%	**Housing Units by Year Built**		**Median Household Income**	
Change 2010-2017	6.46%	2010 or Later	374	2017	$47,173
Change 2017-2022	3.17%	2000 to 2009	1,033	2022	$54,141
		1990 to 1999	1,351	Change 2017-2022	14.77%
Households		1980 to 1989	2,407		
2000 Households	15,063	1970 to 1979	3,629	**2017 Households by Income**	
2010 Households	15,502	1960 to 1969	2,762	<$15,000	2,183
2017 Households	16,533	1950 to 1959	3,185	$15,000-$24,999	2,080
2022 Households	17,061	1940 to 1949	1,203	$25,000-$34,999	1,896
Change 2000-2010	2.91%	1939 or Earlier	1,393	$35,000-$49,999	2,465
Change 2010-2017	6.65%			$50,000-$74,999	3,131
Change 2017-2022	3.19%	**Housing Units by Units in Structure**		$75,000-$99,999	1,821
		1 - Detached	7,089	$100,000-$149,999	1,804
Total Housing Units		1- Attached	1,778	$150,000-$199,999	807
2000 Housing Units	15,466	2	579	$200,000 or greater	345
2010 Housing Units	16,762	3 or 4	1,384		
2017 Housing Units	17,662	5 to 9	1,706	**Median Home Value**	
2022 Housing Units	18,210	10 to 19	1,110	2017	$422,279
		20 to 49	1,361	2022	$476,765
Housing Units (2017)		50 or greater	1,812	Change 2017-2022	12.90%
Total Housing Units	17,662	Mobile Home	449		
Owner Occupied	5,509	Boat/RV/Van	81	**Average Home Value**	
Renter Occupied	11,024			2017	$544,750
				2022	$648,465
				Change 2017-2022	19.04%

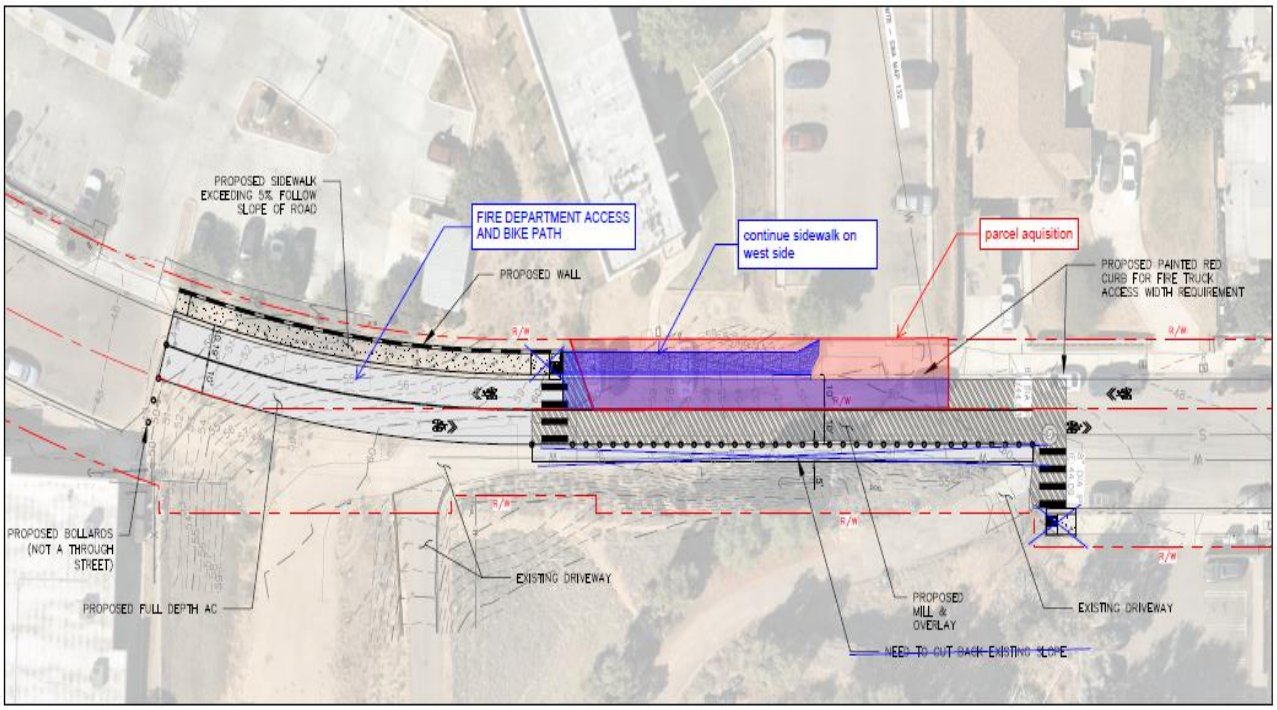
Source: Esri

Larger Parcel Description

Aerial View



Proposed Acquisition Exhibit



Site Description (Larger Parcel)

General Site Information

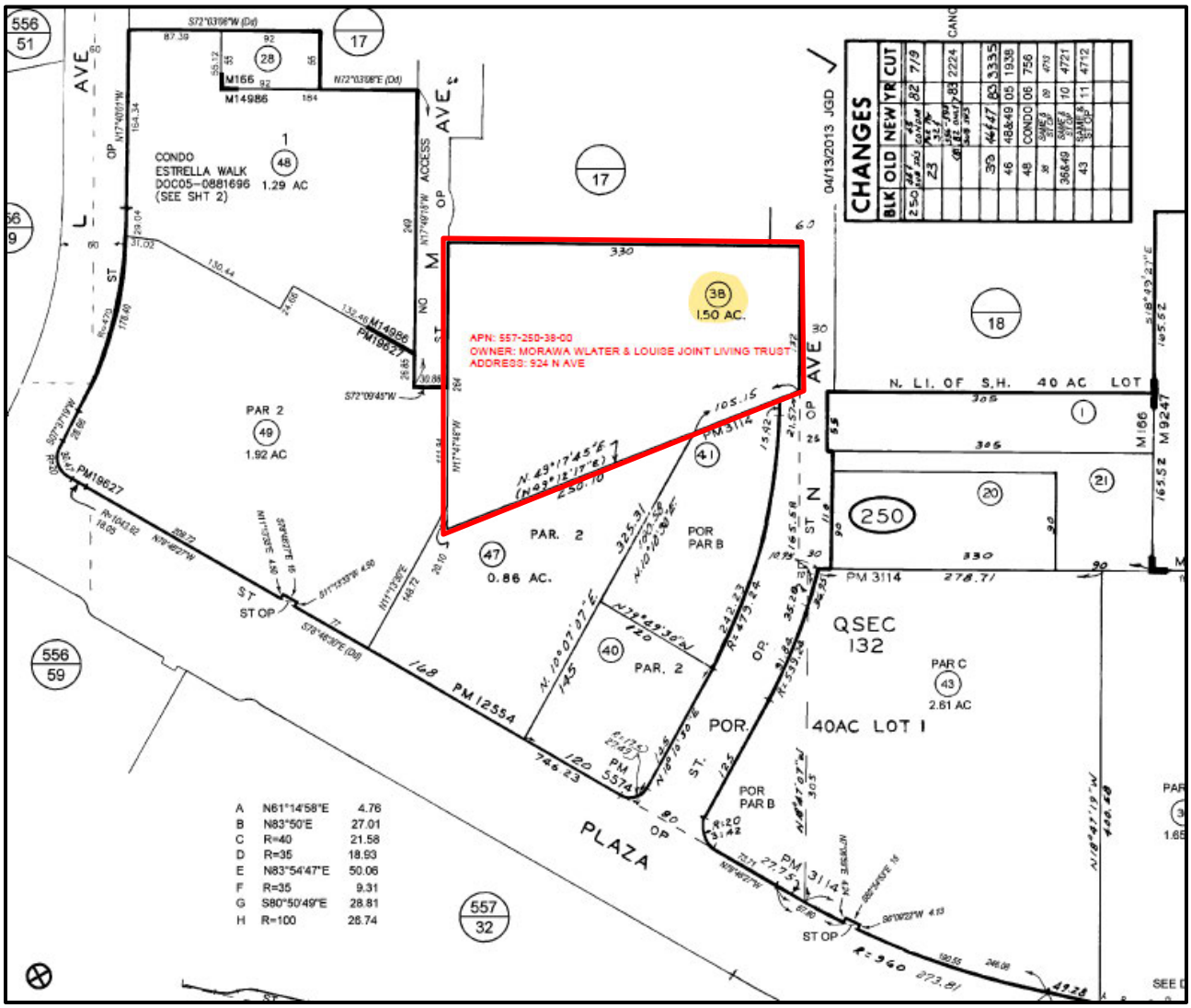
Address:	924-46 N Avenue, National City, CA 91950
Location:	The property is located in an older established residential neighborhood (single-family & multi-family), north of the commercial/retail corridor of E. Plaza Blvd.
Legal Description:	See Addenda section of this report
Current Owner(s):	City of National City Community Development Commission.
5 Year Sales History:	The property has been owned by the current owner for many years. There have been no “arms-length” sales of the subject property within the past 5 years. The property is not currently listed for sale.
Zoning:	RM-3 (Very High-Density Multi-Unit Residential)
General Plan:	Multi-Family
Assessor Parcel Number(s):	557-250-38
Tax Assessments:	According to public records, the property is assessed at $889,033 for land, $1,349,453 for improvements, and a total assessment of $2,238,486. Annual taxes are $41,763.

Physical Characteristics of the Site

Total Site Area:	1.50 acres (65,340 square feet)
Frontage:	N Avenue
Shape:	Irregular
Topography:	Terraced, level areas with area views
Access:	The property is accessed by N Avenue, a partially completed (1/2 width) public road that extends from the neighborhood to the north and does not connect to E. Plaza Blvd.
Easements:	A preliminary title report was submitted which indicated a variety of exceptions, including easements on the larger parcel. However, no plottage of easements was submitted for review. It is assumed that there are no adverse easements, encroachments or conditions that would impact the development of the larger parcel to its highest and best use. Furthermore, it is assumed that there are no easements in the acquisition area in the "before condition" (access, utilities, etc.) that would negatively impact the continued use of the property in the "after condition".
Site Condition:	The property has frontage on a paved, public road with partial curbs, gutters, and sidewalks on the adjoining property to the north. Additionally, all utilities are available to the site.
Flood Designation:	Zone X, X500 (Map 060293 – 06073C1912G) dated 5/16/12) indicating the property to have a portion outside the 100 and 500-year flood plains, and a portion in the 500-year flood plain.
Environmental/Soils:	There was nothing discovered which would indicate there are environmental issues associated with the larger parcel. However, the appraiser is not qualified to detect hazardous waste and/or toxic materials. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous material may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value.

Plat Map

The following is a plat map showing the size, shape and location of the larger partial on which the partial acquisition is proposed.

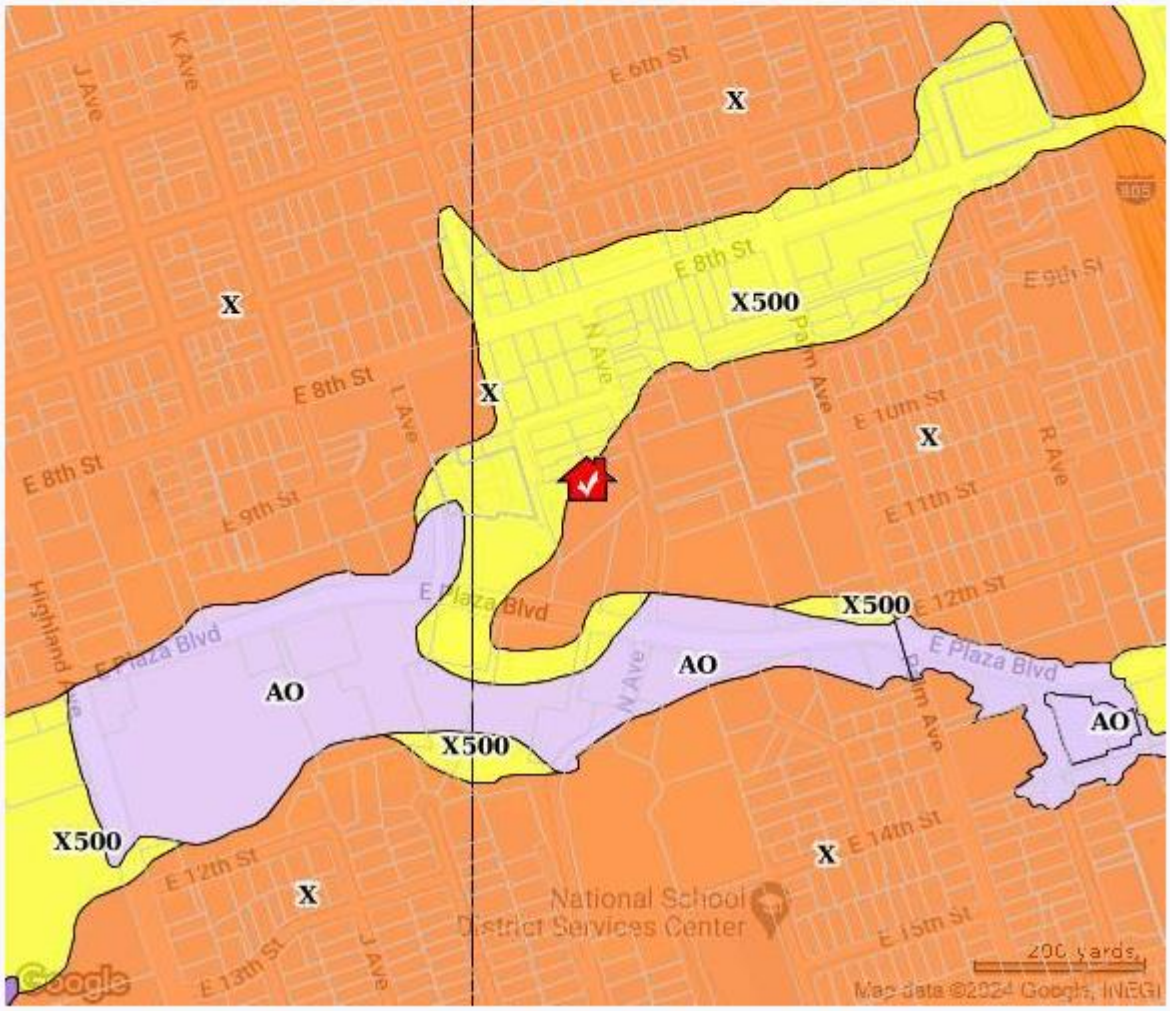


Flood Map

Flood Zone Code	Flood Zone Panel	Panel Date
X500	060293 - 06073C1912G	05/16/2012
Special Flood Hazard Area (SFHA)	**Within 250 ft. of multiple flood zones?**	**Community Name**
Out	Yes (X,X500)	NATIONAL CITY

Flood Zone Description:

Zone X (500-year)-An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding.



Subject Photographs

Looking west at driveway portion of the proposed acquisition

Looking north from subject at sidewalk alignment on adjoining property

Looking south at proposed acquisition area used by unknown vehicle owners

Looking south at proposed acquisition (existing driveway and extension of sidewalk)

Looking north at southern portion of acquisition area

Looking south along N Avenue with acquisition area at right

Looking west from acquisition area at entry walk to subject apartments

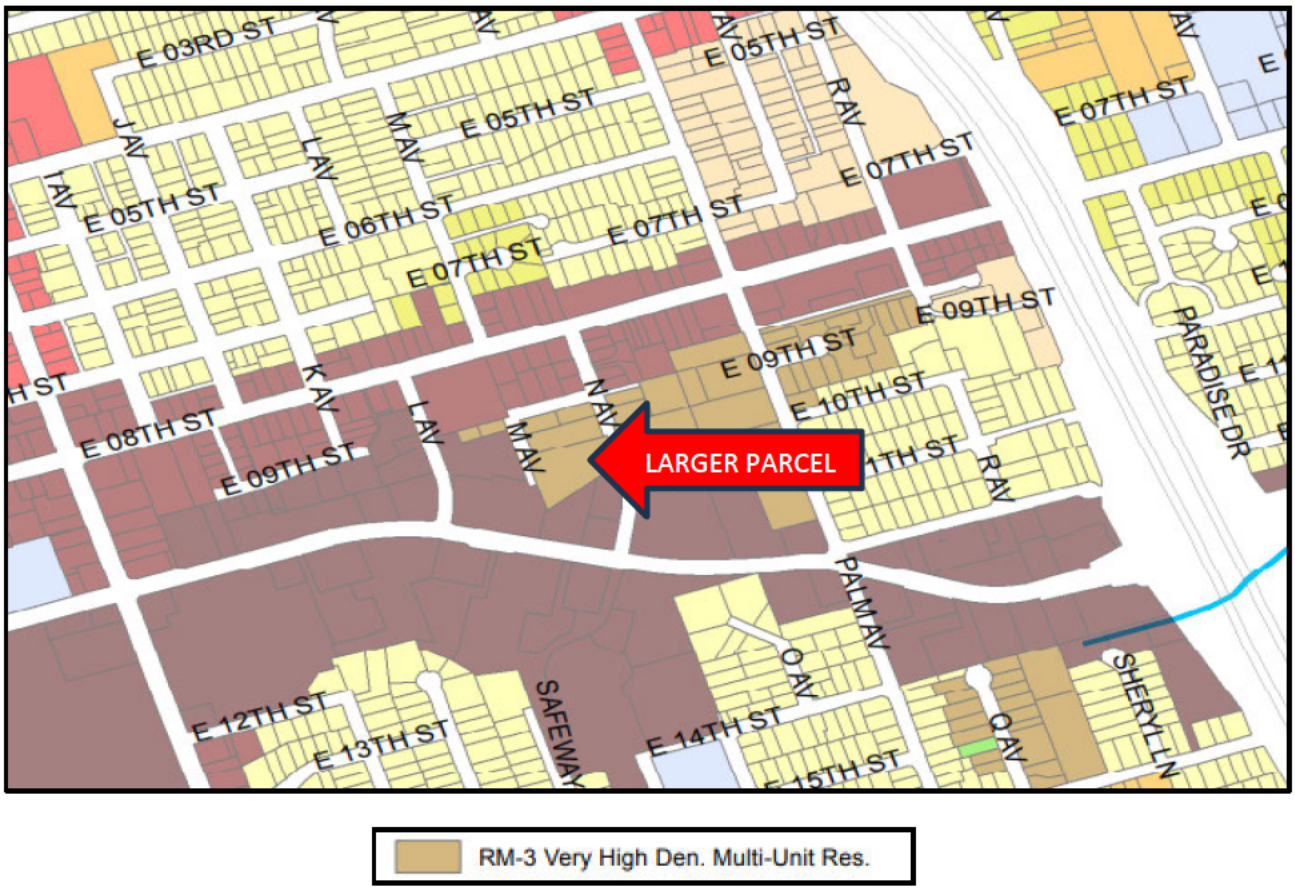
Looking west from N Avenue at sloping characteristics of acquisition area

Looking north from subject property along N Avenue

Looking west from entry drive at apartment buildings on larger parcel

Land Use Considerations

ZONING

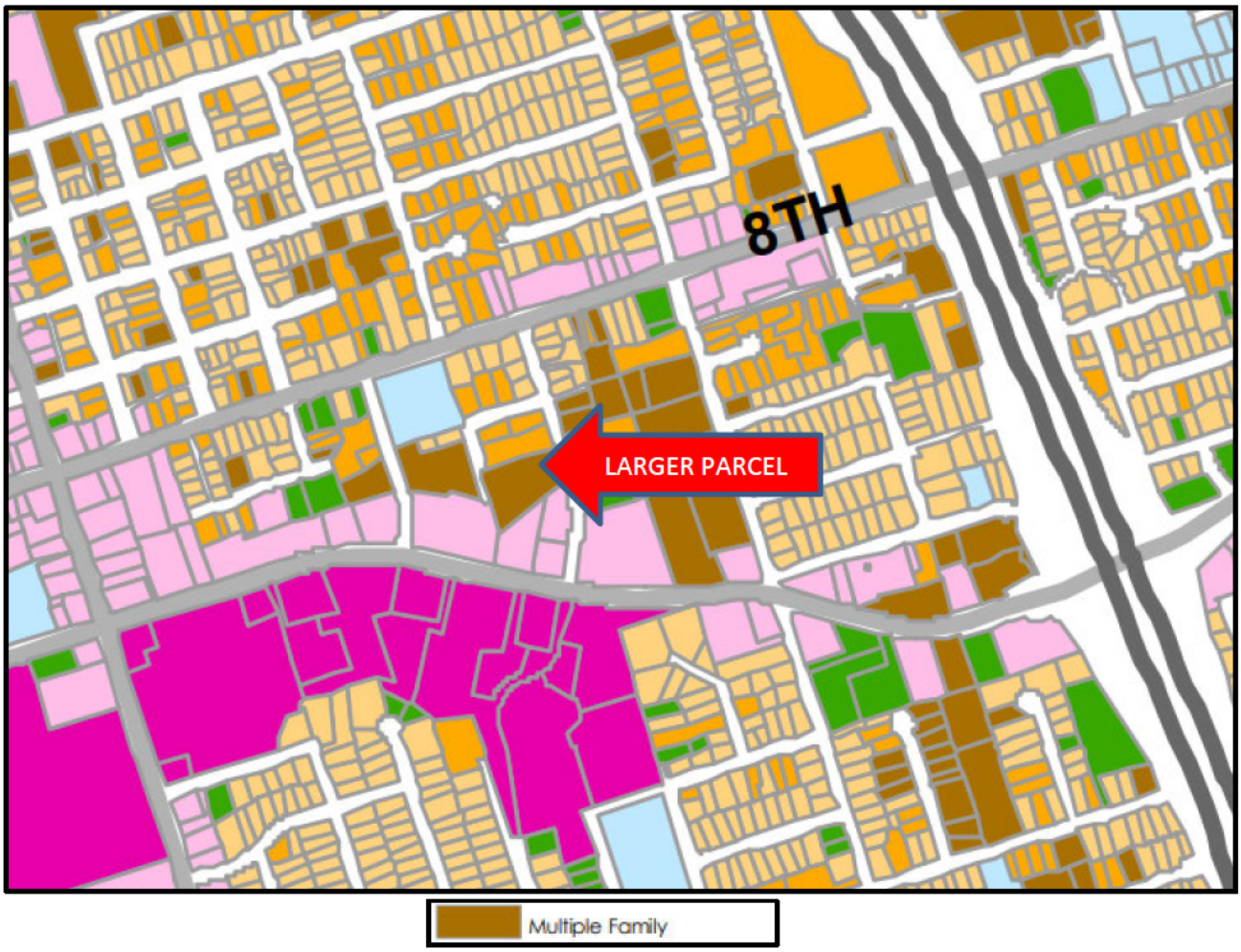


RM-3 (Very High-Density Multi-Unit Residential) Zone

The purpose of the RM-3 zone is to provide for mid- to high-rise, very high density (forty-nine to seventy-five dwelling units per acre) multiple family residential. Permitted uses by right in this zone include small and large days care centers, single-family homes (attached & detached), parks & open space, transitional housing, and urban agriculture. Other uses are permitted with a conditional use permit include bed & breakfast inns, dormitories, public assembly, accessories to religious facilities, and rooming/boarding houses. The development regulations within the zone are as follows:

Development Standard	RM-3 Zone
Min Lot Area	5,000 square feet
Minimum Street Frontage	50 feet
Minimum Setbacks	5-10 feet
Maximum Height	95 feet & 9 stories
Maximum Density	1 DU/580 sf of lot area
Maximum Lot Coverage	75%

GENERAL PLAN



Consistent with its zoning designation, the land use designation for the larger parcel under the General Plan is for multi-family development.

Highest and Best Use (Before Condition)

The highest and best use of any property depends upon the physical and legal restrictions imposed by the size, shape, location and zoning of the site, and the size, siting, quality and condition of the improvements. As the proposed acquisition does not impact the building improvements, the highest and best use analysis is made of the land as if vacant. The use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive.

Legally Permissible - The current zoning of the property is RM-3 (Very High-Density Multi-Unit Residential). The purpose of the RM-3 zone is to provide for mid- to high-rise, very high density (forty-nine to seventy-five dwelling units per acre) multiple family residential. Uses allowed within this zone include family day-care homes, single and multi-family dwelling units, transitional/Supportive housing, and urban agriculture. The Multi-Family General Plan designation for the property is supportive and consistent with the zoning designation and allows for similar type land uses. The existing apartment building improvements comply with the land use restrictions currently in place.

Physically Possible - The site is a level, terraced site that is above the grade of N Avenue, has utilities available, frontage on N Avenue, and views of the surrounding area. Access to the property comes from a partially completed public road (1/2 width), which dead ends just south of the subject property. Overall, the physical characteristics of the site are such that a variety of uses could be accommodated on the site. This is supported by the feasible layout and design of the apartment buildings currently on the site which maximize views of the surrounding area and provide adequate access and project amenities.

Financially Feasible – Based on the existing land use controls, the land use patterns in the immediate area, and the existing apartment building improvements on the site, the most financially feasible use of the property would be for continued use of the building improvements as rental apartments.

Maximally Productive – Considering the discussion above, it is concluded that the maximally productive use of the property is for continued use of the property as an apartment complex.

Highest and Best Use (After Condition)

The size and location of the proposed acquisition is along the eastern property line in an area that is virtually unimproved (a concrete driveway apron and some asphalt at the south end). Additionally, there is sloping topography in the majority of the acquisition area which renders it unusable in terms of its significant contributory value to the apartment complex as a whole (access, project amenities, etc.) This is corroborated by the historical lack of improvement or integration of the acquisition area into the existing project. While some of the acquisition area is used for automobile parking, this is done more out of convenience than necessity, with the on-site parking being sufficient to comply with the parking requirements under current zoning. It is observed and concluded that the acquisition of this area will have no impact on the utility or value of the larger parcel as a whole, with no change in the concluded highest and best use of the property in the after condition.

Appraisal Procedures Followed, Methodologies

The proposed acquisition on the larger parcel will be valued based on current zoning and the concluded highest and best use.

The valuation of the interest being acquired on the larger parcel will be accomplished through the following steps:

- Valuation of the Larger Parcel
- Value of the Parts Acquired
- Value of the Remainder as part of the Whole
- Value of the Remainder Before Consideration of Benefits
- Severance Damages
- Project Benefits
- Valuation of Proposed Acquisition
- Fair Market Value of Acquisition

Larger Parcel Determination

In conducting this appraisal, I have examined the issue of the "Larger Parcel" as it relates to the economic unit which is appropriate for analysis. Issues considered in this Larger Parcel analysis include:

1. Commonality of ownership;
2. Physical contiguity; and,
3. Common use and/or common highest and best use.

Research indicates that there are no other parcels that meet the above criteria. Therefore, the concluded larger parcel is a single parcel containing 65,340 square feet.

For the appraisal of the larger parcel, only the sales comparison approach will be undertaken. Neither the cost approach nor the income capitalization approach is appropriate valuation methods when valuing vacant land. The sales comparison approach derives a market value opinion by making a comparative analysis of recently sold properties having similar characteristics to the property being appraised. Each sale property is compared to the subject property focusing on similarities and differences that influence value.

Sales Comparison Approach

Several sales have been selected to process the sales comparison approach to value. On a following page is a summary of the market data, followed by a Market Data Map which shows the relative location of each sale to the subject property. After this is a discussion of each of the sales, comparing each to the subject property for each relevant element of comparison and from this analysis an appropriate value indication is concluded.

The sale properties are all located within the surrounding communities and are considered part of the same market area. The sales search extended back to 2022, with all the sales occurring between 2022 and 2024. All the comparable data are properties that would be considered reasonable alternatives to a purchase of the subject property. The properties range in size from 11,874 to 68,389 square feet which is a reasonable range compared to the size of the larger parcel. Overall, this is considered a very reasonable data set from which to estimate the market value of

the larger parcel, being valued as a vacant site. The sales are all relatively capable of being developed with the components inherent in the concluded highest and best use.

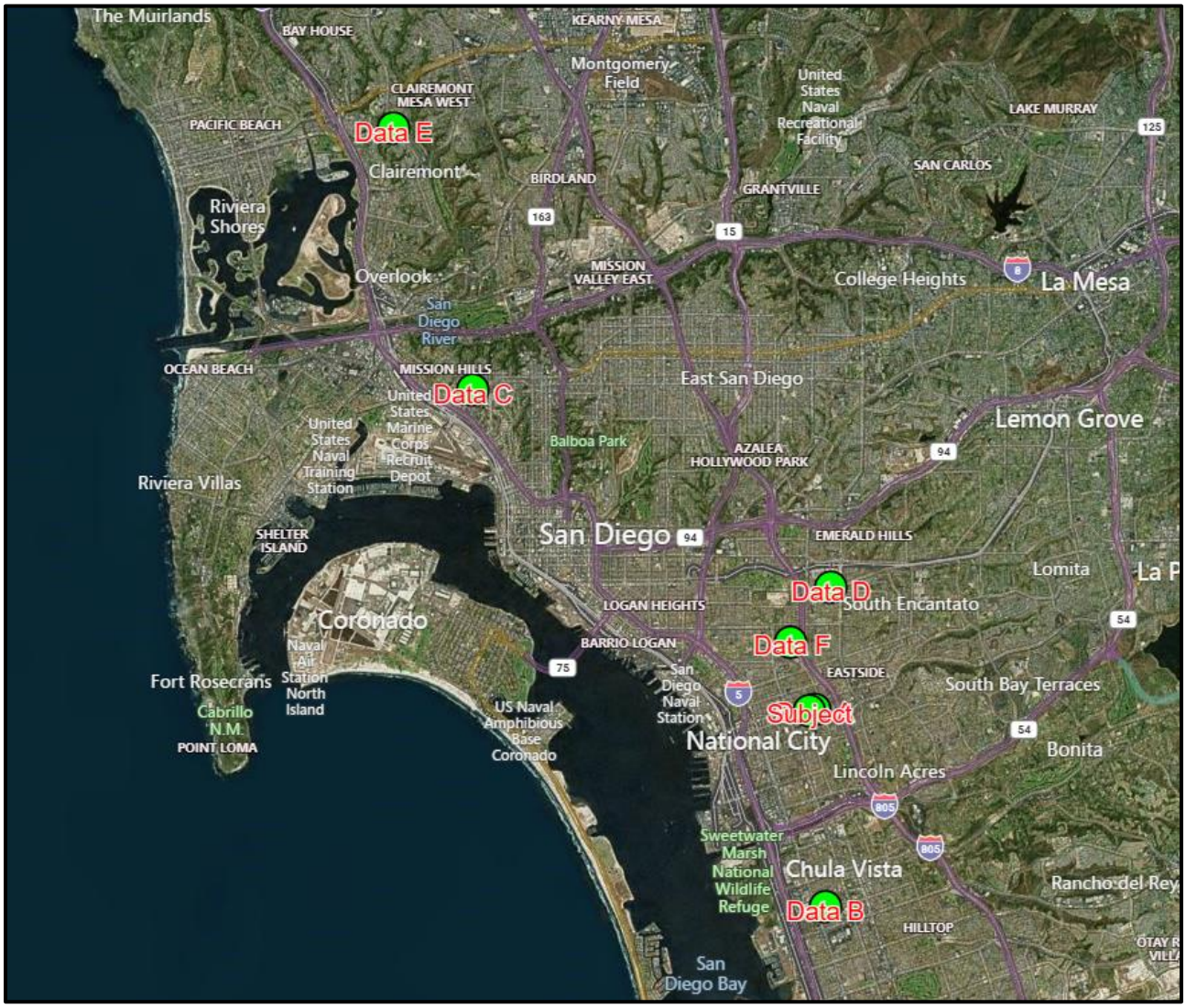
Attempts were made to verify each sale with a party to the transaction but some of the sales information is based solely on public records; Costar, RealQuest, LandVision, and personal inspection. Verifications are pending for those transactions. They were found to be sufficiently credible to rely upon for the valuation, and represent the type of information that informed buyers, sellers and other market participants consider when making decisions regarding real estate in this market. Several sources were used to confirm the credibility of the information before it was used.

Due to the relative lack of sales and listings of industrial properties in National City, the sales search was expanded to include other adjoining communities such as southeast San Diego and Chula Vista. Overall, the comparable sales selected are considered a very reasonable data set from which to estimate the market value of the land for the subject property on an as-is basis.

Land Sales Summary

Data No.	Location APN	Land (SF)	Zone	Sale Date Doc No.	Buyer Seller	Sales Price	$SF Land
A	945 N Avenue National City 91950 557-250-01; 557-180-16	68,389	RM-3 (VHD Multi-Family Residential)	5/2/2022 22-0189204	Victor,Margaret Acevedo Trust Bill Hill Oz LLC	$2,150,000	$31.44
B	536 Park Way Chula Vista 91910 567-150-03	12,933	R-3 (Apartment Residential Zone)	5/27/2022 22-0226360	Victoria Zendejas Parkway Lofts LLC	$750,000	$57.99
C	3808 Keating Street San Diego 92110 451-014-01, 02, 03	21,236	RM-1-1 (Residential- Multiple Unit)	7/27/2023 23-0313611	Keating Hills, LLC Keating Villas LLC	$1,850,000	$87.12
D	4982 Imperial Avenue San Diego 92113 548-142-18	11,874	CN-1-3 (Commercial Neighborhood)	11/9/2023 23-0313611	Ronnie T. Neri Improve Imperial LLC	$720,000	$60.64
E	3410 Clairemont Drive San Diego 92117 425-242-09	18,731	RM-1-1 (Residential - Multiple Unit)	12/21/2022 22-0475444	New Pointe Investment 53 LLC Vantages LLC	$1,100,000	$58.73
F	1325 S. 45th Street San Diego 92113 551-390-03	17,860	RM-2-5 (Residential - Multiple Unit)	1/12/2024 24-0009201	Vanga Properties, LLC Godavari LP	$900,000	$50.39
Subject	924-46 N Avenue 91950 National City 557-250-38	65,340					
	Average Land Size (SF)	25,171					
	Average Sales Price Per SF	$49.47					
	Minimum Sales Price Per SF	$31.44					
	Maximum Sales Price Per SF	$87.12					

LAND COMPARABLES LOCATION MAP



Data No. A – This is the sale of two adjoining parcels located across the street from the subject property with the same zoning. The purpose of the RM-3 zone is to provide for mid- to high-rise, very high density (forty-nine to seventy-five dwelling units per acre) multiple family residential. Permitted uses by right in this zone include small and large days care centers, single-family homes (attached & detached), parks & open space, transitional housing, and urban agriculture. Other uses are permitted with a conditional use permit include bed & breakfast inns, dormitories, public assembly, accessories to religious facilities, and rooming/boarding houses.

The topography of the property (sloping along the western property line) results in the usable area of the property being approximately 36,410 square feet which results in a price per square foot of $59.05. This is more in line with the price range indicated by the balance of the comparables.

Data No. B – Th is the sale of a parcel located just to the south of the subject property in the city of Chula Vista. The property is in a neighborhood that is characterized by many multi-family developments. The purpose of the R-3 zone is to provide appropriate locations where apartment house neighborhoods of varying degrees of density may be established, maintained, and protected. The regulations of this district are designed to promote and encourage an intensively developed residential environment, with appropriate environmental amenities such as open areas, landscaping and off-street parking.

Data No. C – This is the sale of a property located to the north of the subject property in the Mission Hills neighborhood of the city of San Diego. While well located in a desirable neighborhood with views of the surrounding area, the property has a severely sloping topography that would increase its development costs. The purpose of the RM zones is to provide for multiple dwelling unit development at varying densities. The RM zones individually accommodate developments with similar densities and characteristics. Each of the RM zones is intended to establish development criteria that consolidates common development regulations, accommodates specific dwelling types, and responds to locational issues regarding adjacent land uses. The RM-1-1 zone permits a maximum density of 1 dwelling unit for each 3,000 square feet of lot area.

Data No. D– This is the sale of a property located to the north of the subject property in the southeast San Diego neighborhood. The property is improved a variety of older building structures given no value in the purchase of the property. The purpose of the CN zones is to provide residential areas with access to a limited number of convenient retail and personal service uses. The CN zones are intended to provide areas for small scale, low intensity developments that are consistent with the character of the surrounding residential areas. The zones in this category may include residential development. Property within the CN zones will be primarily located along local and selected collector streets. CN-1-3 allows development with a pedestrian orientation and permits a maximum density of 1 dwelling unit for each 1,500 square feet of lot area.

Data No. E – Th is the sale of a property located to the north of the subject property in the Claremont neighborhood of the city of San Diego. The property is located on a major arterial, has good access and exposure, and has been used for paved parking in a neighborhood of older single-family homes and schools. The purpose of the RM zones is to provide for multiple dwelling unit development at varying densities. The RM zones individually accommodate developments with similar densities and

characteristics. Each of the RM zones is intended to establish development criteria that consolidates common development regulations, accommodates specific dwelling types, and responds to locational issues regarding adjacent land uses. The RM-1-1 zone permits a maximum density of 1 dwelling unit for each 1,500 square feet of lot area.

Data No. F – This is the sale of a long, narrow property located to the north of the subject property in the southeast San Diego neighborhood. The property has varied topography, has frontage on a public road, and is located in a neighborhood of both single-family and multi-family homes. The purpose of the RM zones is to provide for multiple dwelling unit development at varying densities. The RM zones individually accommodate developments with similar densities and characteristics. Each of the RM zones is intended to establish development criteria that consolidates common development regulations, accommodates specific dwelling types, and responds to locational issues regarding adjacent land uses. The RM-1-1 zone permits a maximum density of 1 dwelling unit for each 1,500 square feet of lot area.

Adjustments

A summary of adjustment considerations when comparing the comparables sales to the subject property is presented as follows:

Interest Conveyed – All of the comparables were fee simple sales with no adjustments necessary.

Conditions of Sale – Adjustments for listing status or atypical sale conditions did not exist in any of the sales with no adjustments necessary.

Financing – All of the sales involved market financing, cash equivalent sales with no adjustments necessary.

Market Conditions - In this real estate market for this type of property, market conditions for industrial land like the subject are considered to have been stable between the oldest comparable sale date through the effective valuation date. This conclusion is based upon the low transaction volume, lack of meaningful trend demonstrated by the data, lack of overall development in the area, and is supported by our interviews with market participants.

Location – Adjustments were based on the surrounding land uses and the presence of or lack of synergy. The subject is located west of the I-805 freeway in an older residential area. The majority of comparables are located in areas deemed superior due to their higher rent producing capabilities in the multi-family sector. The comparables have been adjusted accordingly.

Access/Views – This category takes into consideration such things as frontage on public views and views of the surrounding area for future rental units. The comparables have been adjusted accordingly.

Topography – Comparable A has inferior topography and less usable areas due to slopes, while Comparables C and F were also inferior in topography and adjusted accordingly.

Parcel Size/Shape – Typically, smaller sized parcels will sell for more on a per square foot basis than larger parcels. However, in the multi-family sector, larger parcels are more valuable due to their expanded capacity for more units and amenities. The comparables have been adjusted accordingly.

Zoning – The highest and best use of the subject was concluded to be for multi-family development. While there are slight variations in allowable density in the multi-family zoned comparables, there is not enough market evidence for density adjustments. As such, all of the comparables are deemed comparable with no adjustments warranted.

Utilities – All of the sales had utilities that were either connected or immediately available and were considered similar to the subject property.

Entitlements – The subject property is being valued as vacant on an unentitled basis. All of the comparables are considered similar to this valuation premise with no adjustments warranted.

An adjustment grid is presented below which addresses these adjustment categories. The analysis is qualitative in nature and is intended to recognize value influencing features that could have an impact on the value of the subject property.

Adjustment Summary

	Data A	Data B	Data C	Data D	Data E	Data F
Address	945 N Avenue	536 Park Way	3808 Keating Street	4982 Imperial Avenue	3410 Clairemont Drive	1325 S. 45th Street
Sale Price (PSF)	$31.44	$57.99	$87.12	$60.64	$58.73	$50.39
Transactional						
Interest Conveyed	Similar	Similar	Similar	Similar	Similar	Similar
Conditions of Sale	Similar	Similar	Similar	Similar	Similar	Similar
Financing	Similar	Similar	Similar	Similar	Similar	Similar
Market Conditions	Similar	Similar	Similar	Similar	Similar	Similar
Comparison	Similar	Similar	Similar	Similar	Similar	Similar
Physical						
Location	Similar	Superior	Superior	Superior	Superior	Superior
Access/Views	Similar	Similar	Superior	Similar	Similar	Similar
Topography	Inferior	Similar	Inferior	Similar	Similar	Inferior
Parcel Size/Shape	Similar	Inferior	Inferior	Inferior	Inferior	Inferior
Zoning	Similar	Similar	Similar	Similar	Similar	Similar
Utilities/Site Imp.	Similar	Similar	Similar	Similar	Similar	Similar
Entitlements	Similar	Similar	Similar	Similar	Similar	Similar
Overal Comparison	Inferior	Similar	Superior	Similar	Similar	Inferior
Value Per SF	>$31.44	=$57.99	<$87.12	=$60.64	=$58.73	>$50.39

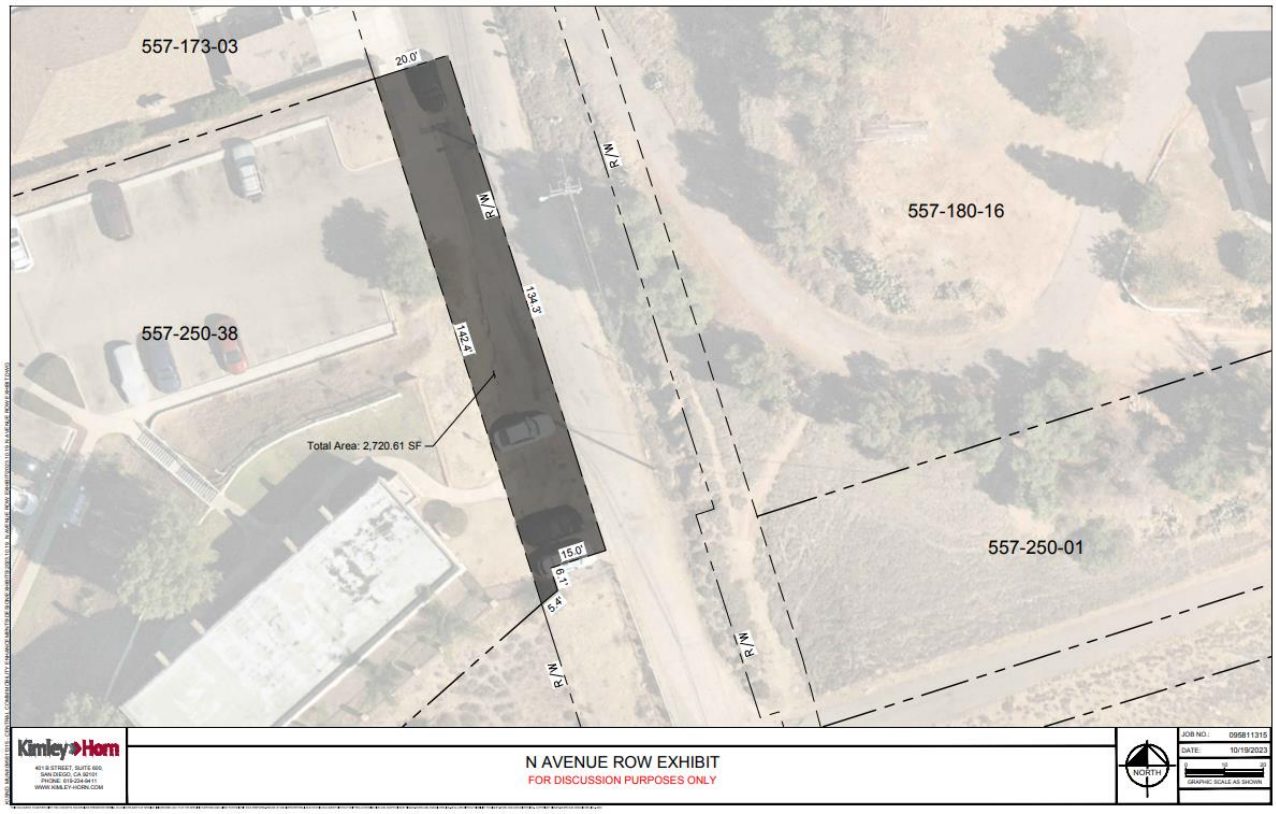
Value Conclusion

After considering differences between these data items and the subject property, they demonstrate that the subject property should be worth more than $50.39 per square foot, something less than $87.12 per square foot, and something similar to the range of $57.99 to $60.64 per square foot.

With primary consideration placed on the sales providing these valuation points of reference, a value of $60.00 per square foot has been concluded for the subject property. This would provide an indicated value for the larger parcel of $3,920,000 on a rounded basis ($60.00 x 65,340 square feet).

Value of the Part Acquired

A fee simple acquisition of a portion of the larger parcel (see below) is being proposed to accomplish the client's planned project.



The proposed acquisition will be improved with public improvements that will not yield any residual use or benefit to the property owner. As such, the value of the acquisition will be based on the previously concluded unit value for the larger parcel. As concluded, a land value of $60.00 will be applied to the acquisition area (2,721 square feet), resulting in a value for the acquisition area of $163,260.

Value of the Remainder in the After Condition

The value of the remainder after the acquisition but before consideration of benefits can be discussed based primarily on the previously discussed value conclusions and market data. Due to the relatively large size of the larger parcel and the relatively small size and location of the proposed acquisition along the property line, it is concluded that the highest and best use would not be

impacted in the after condition by the proposed acquisition. Additional support for non-impact on the property from the proposed acquisition stems from the fact that the acquisition area has sloping topography, sits below the grade of the improved portion of the property, and with the exception of some cars being parked in this perceived unimproved street area on an unmanaged “rogue” basis, does not contribute to the viability of the property as improved. On-site parking is sufficient to satisfy the parking requirements imposed by current zoning, with this “rogue” parking not necessary to comply with current parking requirements. Therefore, the highest and best use of the property in the “after condition” is the same as in the “before” condition.

Severance Damages

Severance damages are equal to the difference between the value of the remainder as a portion of the whole before any acquisition and the value of the remainder in the after condition before consideration of benefits. If the value of the remainder in the after condition is less than the value of the remainder as a portion of the whole before, the property suffers permanent severance damages. Damages can be caused by the actual taking or construction of the improvements in the manner proposed.

It is concluded that the current use of the property is not negatively impacted by the proposed acquisition, which is an area that does not contribute to the viability of the operation of the property as an apartment complex. Additionally, with the larger parcel having the same highest and best use after the acquisition, no permanent damages are concluded from the acquisition.

Project Benefits

In the after condition, the subject property will have similar utility and usability to its before condition. Under California law, project benefits may only be used to offset severance damages. Potential benefits accruing to the subject property because of the acquisition and proposed improvements have been considered. However, because there are no damages to offset, the amount of the benefits, if any, from this project have not been calculated. Should it be determined there are damages, the appraiser reserves the right to calculate benefits.

Site Improvements in the Acquisition Area

No staking of the proposed acquisition area had occurred at the time of property inspection. However, based on inspection of the property, submitted engineers plat map, and aerial photos, it appears that the acquisition area is in an area that is partially unimproved (slopes) as well as a partially improved asphalt paved area. As an apparent street improvement, it is assumed that the asphalt paving in the acquisition area, presumably used by both the general public as well as tenants at the subject property, was installed by the city of National City with no compensation warranted to the owner of the subject property. Additionally, it is assumed that as part of the construction contract for the proposed public improvements in the acquisition area, that an appropriately designed and constructed retaining wall will be provided to merge the planned public improvements with the slope and existing concrete walkway that provides pedestrian access to the property. Therefore, no compensation for any site improvements is warranted to the property owner.

Valuation Summary

On the preceding pages, I have developed opinions pertaining to the larger parcel and the components of which are relevant to the parts taken. A summary of the preceding discussion and analysis is presented below:

VALUATION SUMMARY		
	VALUE OPINIONS	**VALUE OF PROPERTY RIGHTS**
Value of the Larger Parcel	$3,920,000	
Part Taken As Part of the Whole	$163,260	$163,260
Value of Remainer As Part of the Whole	$3,756,740	
Value of Remainder in the After Condition	$3,756,740	
Severage Damages	$0	
Project Benefits	Not Calculated	
Net Severance Damages	$0	
Value of Improvements in Acquisition Area	$0	
Temporary Construction Easement (TCE)	$0	
TOTAL FAIR MARKET VALUE OF PROPOSED PROPERTY AND RIGHTS TAKEN		**$163,260**
TOTAL FAIR MARKET VALUE OF PROPOSED PROPERTY AND RIGHTS TAKEN (ROUNDED)		**$164,000**

Assumptions and Limiting Conditions

This report is made expressly subject to the standard assumptions and conditions which are a normal part of any real estate appraisal.

1. The term "Market Value", as used in this report, is defined previously.
2. The date of value to which the conclusions and opinions expressed in this report apply, is as set forth previously in this letter. Further, the dollar amount of any value opinion rendered in this report is based upon the purchasing power of the American dollar existing on that date.
3. The appraiser assumes no responsibility for economic or physical factors which may affect the opinions in this report which occur after the date of this letter transmitting the report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. The appraiser reserves the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.
6. No opinion as to title is rendered. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.
7. The appraiser assumes no responsibility for hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for arranging for engineering studies that may be required to discover them.
8. The property is appraised assuming it to be in full compliance with all applicable federal, state, and local environmental regulations and laws, unless otherwise stated.
9. The property is appraised assuming that all applicable zoning and use regulations and restrictions have been complied with, unless otherwise stated.
10. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.
11. No engineering survey has been made by the appraisers. Except as specifically stated, data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist.
12. No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as expressly stated.
13. Maps, plats and exhibits included in this part are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
14. No opinion is intended to be expressed for matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.
15. That possession of this report, or a copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is

addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

16. Unless specifically stated, this appraisal does not take into consideration the possibility of the existence of asbestos, PCB transformers or other toxic, hazardous, or contaminated substances and/or underground storage tank (hazardous material), or the cost of encapsulation or removing thereof. Should the client have concern over the existence of such substances on the property, we consider it imperative for you to retain the services of a qualified independent engineer or contractor to determine the existence and extent of any hazardous materials, as well as the cost associated with any required or desirable treatment or removal thereof.
17. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. Descriptions and comments are the result of routine observations made during the appraisal process.

Certification

The undersigned appraiser certifies that, to the best of his knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are his personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present, prospective, direct or indirect interest in the property that is the subject of this report, nor personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- Kent J. Carpenter, MAI has made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the appraiser signing this certification.
- The appraiser signing this appraisal report has not provided an appraisal of the subject property in the three years immediately preceding acceptance of this assignment. There have been no other services, as an appraiser, or in any other capacity, in the previous three years.
- As of the date of this report, Kent J. Carpenter, MAI, has completed the continuing education program of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Very Truly Yours,

[redacted]

Kent J. Carpenter, MAI
Certified General Real Estate Appraiser
Carpenter Real Estate Consulting
California License AG003087

Lawyers Title Company
8880 Rio San Diego Dr # 1100
San Diego, CA 92108
Phone: (858) 650-3900
Fax: (619) 209-3489

Sampo Engineering, Inc

171 Saxony Road Suite 213
Encinitas, CA 92024

Attn: Ismael C Quero

Title Officer: Dee Dee Burland/Rhiannon Stotler/
Marsha LaPier--So
email: TU31@ltic.com
Phone No.: (858) 650-3924
Fax No.:
File No.: 323311748

Your Reference No:

Property Address: 924-946 N Avenue, City of National City, California

PRELIMINARY REPORT

Dated as of March 29, 2023 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company.**

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

CLTA Standard Owners
ALTA Loan 2021

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

Walter Morawa and Louise Morawa, husband and wife as joint tenants, (subject to Item 14 of Schedule B)

The land referred to herein is situated in the County of San Diego, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL 1:

THAT PORTION OF 40 ACRE LOT 1, QUARTER SECTION 132 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 116, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF SAID 40 ACRE LOT 1, WHICH IS SOUTH 71° 00' 00" WEST, 660.00 FEET FROM THE NORTHEASTERLY CORRNER OF SAID QUARTER SECTION; THENCE SOUTH 71° 00' 00" WEST ALONG THE NORTHERLY LINE OF SAID LOT, 330.00 FEET; THENCE SOUTH 19° 00' 00" EAST, 660.00 FEET; THENCE NORTH 71° 00' 00" EAST, 330.00 FEET; THENCE NORTH 19° 00' 00" WEST, 660.00 FEET TO THE PLACE OF COMMENCEMENT.

EXCEPTING THEREFROM SAID PROPERTY THAT PORTION LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF THE PROPERTY HEREIN DESCRIBED, DISTANT ALONG SAID LINE AND ITS PROLONGATION, SOUTH 19° 00' 00" EAST, 520.00 FEET FROM SAID NORTHERLY LINE OF SAID 40 ACRE LOT 1; THENCE SOUTH 71° 00' 00" WEST, 330.00 FEET TO THE WESTERLY LINE OF SAID HEREINABOVE DESCRIBED PROPERTY.

PARCEL 2:

THAT PORTION OF THE SOUTHWESTERLY QUARTER OF 40 ACRE LOT 1, IN QUARTER SECTION 132 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY MORRILL, NO. 166, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID SOUTHWESTERLY QUARTER; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID SOUTHWESTERLY QUARTER, A DISTANCE OF 330.00 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE NORTHWESTERLY LINE OF SAID SOUTHWESTERLY QUARTER, A DISTANCE OF 132.00 FEET; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

APN: 557-250-38-00

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	557-250-38-00
Fiscal Year:	2022-2023
1st Installment:	$20,838.36, paid.
2nd Installment:	$20,838.36, Open (Delinquent after April 10)
Penalty and Cost:	$2,093.83
Homeowners Exemption:	$-0-
Code Area:	06045

C. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.

D. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The Kimball Brothers Water Company
Purpose:	Construction and maintenance of flumes, canals or aqueducts
Recording Date:	June 9, 1869
Recording No:	Book 7, Page 124 of Deeds
Affects:	Said land more particularly described therein

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Road
Recording Date:	April 5, 1947
Recording No:	Book 2348, Page 475 of Official Records
Affects:	Said land more particularly described therein

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	San Diego Gas & Electric Company
Purpose:	Public utilities, ingress and egress
Recording Date:	August 20, 1974
Recording No:	74-225917 of Official Records

The exact location and extent of said easement is not disclosed of record.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	California-American Water Company
Purpose:	Water pipeline
Recording Date:	October 4, 1974
Recording No:	74-267457 of Official Records
Affects:	Said land more particularly described therein

6. Matters contained in that certain document

Entitled:	Encroachment Removal Agreement
Executed by:	City of San Diego, and Pepperhill Apartments
Recording Date:	April 7, 1975
Recording No:	75-078530 of Official Records

Reference is hereby made to said document for full particulars.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The Pacific Telephone and Telegraph Company
Purpose:	Public utilities, ingress and egress
Recording Date:	March 30, 1976
Recording No:	76-092199 of Official Records
Affects:	Said land more particularly described therein

8. Matters contained in that certain document

Entitled:	Memorandum of Agreement Creating Cable Access License
Dated:	May 18, 1989
Executed by:	Cox Cable San Diego, Inc., and Speros and Mary Mazis Trs.
Recording Date:	August 25, 1989
Recording No:	89-457951 of Official Records

Reference is hereby made to said document for full particulars.

9. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$82,500.00
Dated:	August 21, 1998
Trustor/Grantor:	Walter Morawa and Louise Morawa, husband and wife as joint tenants
Trustee:	Mission Valley Escrow, a California Corporation
Beneficiary:	Speros Mazis and Mary Mazis, as Co-Trustees under the terms of the Revocable Declaration of Trust designated as "The Mazis Family Trust" dated June 18, 1982
Recording Date:	October 5, 1998
Recording No:	1998-0639961 of Official Records

This Company will require a Trust Certification pursuant to California Probate Code Section 18100.5 from the Trustee of the Trust shown above as beneficiary of said deed of trust if an act of said Trustee is to be insured or if said deed of trust is to be reconveyed.

The Company reserves the right to add additional items and/or make further requirements after review of the requested documentation.

10. Matters contained in that certain document

Entitled:	Notice of Restriction on Real Property
Dated:	February 17, 1999
Executed by:	City of National City
Recording Date:	February 26, 1999
Recording No:	1999-0120263 of Official Records

Reference is hereby made to said document for full particulars.

11. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$1,750,000.00
Dated:	July 15, 2002
Trustor/Grantor:	Walter Morawa and Louise Morawa, husband and wife as joint tenants
Trustee:	Old Republic Title Company
Beneficiary:	La Jolla Bank, FSB
Loan No.:	01-22-19543
Recording Date:	July 23, 2002
Recording No:	2002-0618309 of Official Records

An assignment of the beneficial interest under said deed of trust which names:

Assignee:	OneWest Bank, FSB
Loan No.:	1022019543
Recording Date:	June 10, 2010
Recording No:	2010-0291119 of Official Records

12. Assignment of Rents and Leases

Assigned to:	La Jolla Bank, FSB
Assigned by:	Walter Morawa and Louise Morawa, husband and wife as joint tenants
Recording Date:	July 23, 2002
Recording No:	2022-0618310 of Official Records

Assignment of Assignment of Rents and Leases

Assigned to:	OneWest Bank, FSB
Assigned by:	Federal Deposit Insurance Corporation as Receiver for La Jolla Bank, La Jolla, CA fka La Jolla Bank, FSB
Recording Date:	June 10, 2010
Recording No:	2010-0291120 of Official Records

13. A financing statement as follows:

Debtor:	Walter Morawa and Louise Morawa
Secured Party:	La Jolla Bank, FSB
Recording Date:	July 23, 2002
Recording No:	2002-0618311 of Official Records

A change to the above financing statement was filed

Nature of Change:	Continuation
Recording Date:	July 13, 2007
Recording No:	2007-0471034 of Official Records

A change to the above financing statement was filed

Nature of Change:	Assignment
Recording Date:	August 11, 2010
Recording No:	2010-0414503 of Official Records

A change to the above financing statement was filed

Nature of Change:	Continuation
Recording Date:	July 5, 2012
Recording No:	2012-0389916 of Official Records

A change to the above financing statement was filed

Nature of Change:	Continuation
Recording Date:	January 30, 2017
Recording No:	2017-0048281 of Official Records

A change to the above financing statement was filed

Nature of Change:	Assignment
Recording Date:	February 10, 2022
Recording No:	2022-0063954 of Official Records

A change to the above financing statement was filed

Nature of Change:	Continuation
Recording Date:	February 11, 2022
Recording No:	2022-0065557 of Official Records

14. The interest, if any, of the grantee(s) in the deed referenced below. The record does not disclose that such grantee is an entity capable of acquiring and holding title to real property in its own name.

Grantor:	Walter Morawa and Louise Morawa
Grantee:	The Walter Morawa and Louise Morawa Joint Living Trust
Recording Date:	May 9, 2012
Recording No:	2012-02739802 of Official Records

15. Matters contained in that certain document

Entitled:	Memorandum of Agreement (California)
Dated:	February 11, 2013
Executed by:	Walter Morawa, and Cox Communications California, LLC
Recording Date:	May 31, 2013
Recording No:	2013-0343262 of Official Records

Reference is hereby made to said document for full particulars.

16. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

17. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

    The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

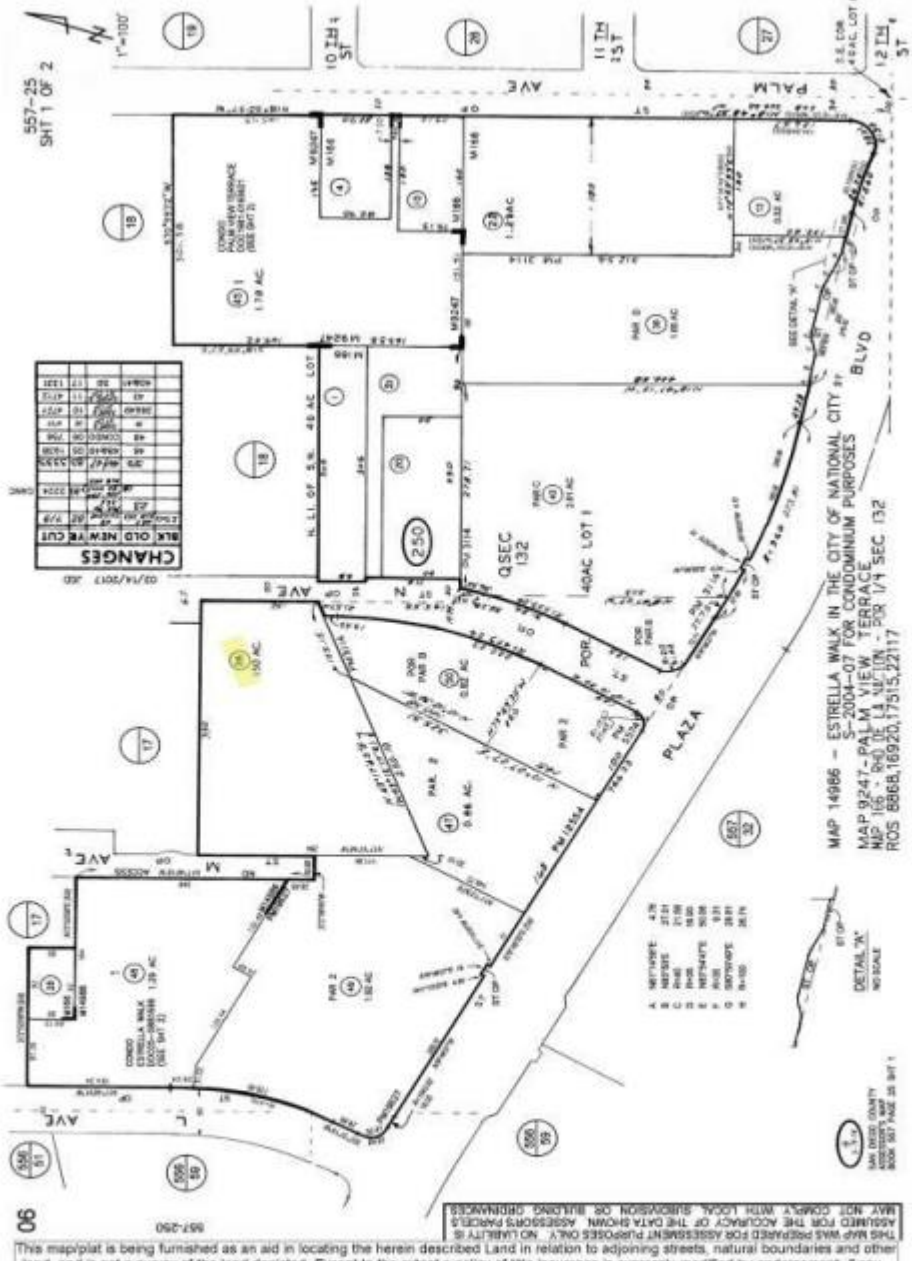
    The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

18. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

19. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION


557-25
SHT 1 OF 2
1"=100'
10TH ST
11TH ST
12TH ST
PALM AVE
CONDO PALM VIEW TERRACE (SEE SHT 2)
1.79 AC
1.28AC
0.82 AC
1.00 AC
N. LI. OF S.W. 40 AC LOT
250
QSEC 132
40AC LOT 1
PAR B
PAR 3
PAR 2
PAR 1
0.46 AC
1.32 AC
1.39 AC
CONDO ESTRELLA WALK (SEE SHT 2)
CHANGES
BLK OLD NEW VE CUT
AVE B
AVE E
AVE L
M
N
PLAZA
BLVD
DETAIL "A"
NO SCALE
MAP 14986 - ESTRELLA WALK IN THE CITY OF NATIONAL CITY
S-2004-07 FOR CONDOMINIUM PURPOSES
MAP 9247 - PALM VIEW TERRACE
MP 116 - PG 16 IN VOLUME - FOR 1/4 SEC 132
ROS 8868,16920,17515,22117
SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 557 PAGE 25 SHT 1
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Comparable Sales Photographs

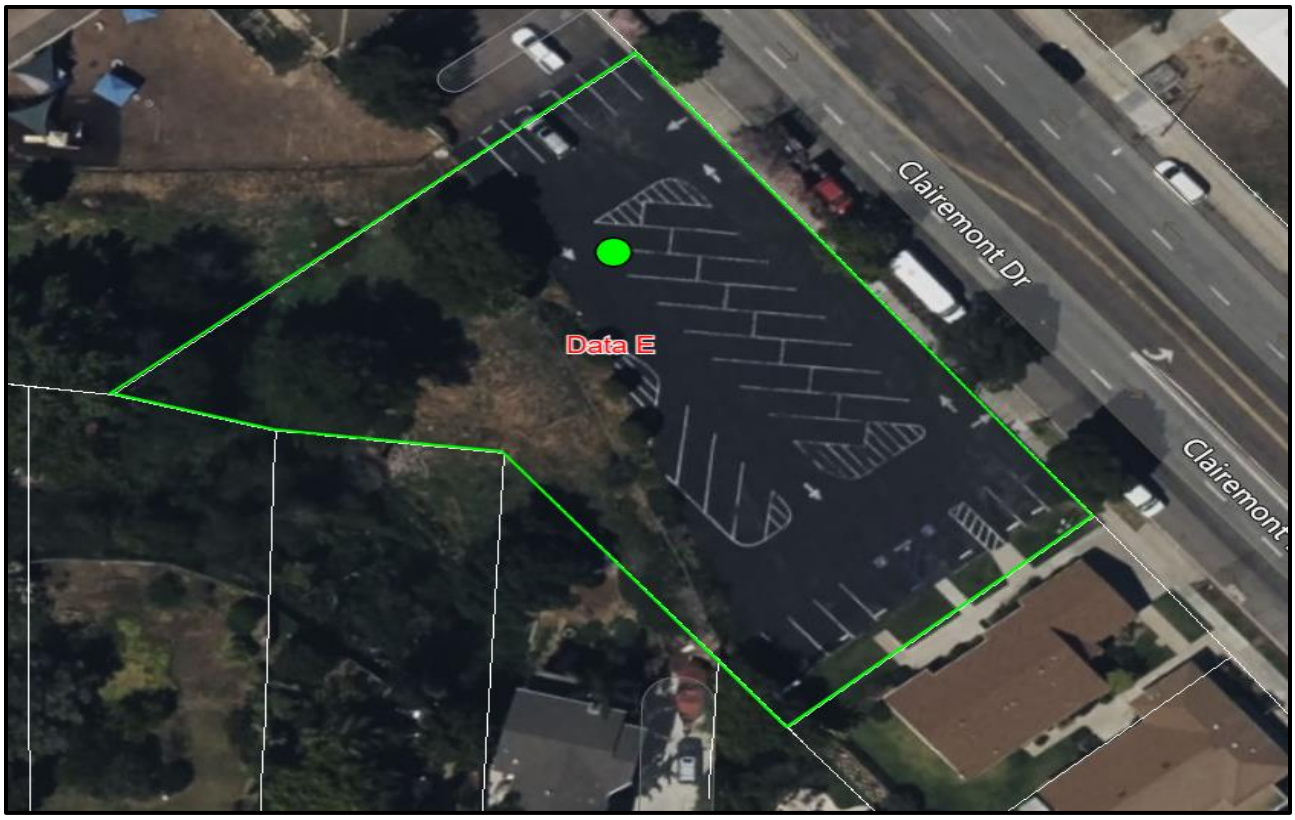
DATA A

DATA B

DATA C

DATA D

DATA E


Clairemont Dr
Data E
Clairemont

DATA F

S 45th S
Boston Ave
Boston Ave
Data F

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ACCEPT THE GRANT DEED FROM WALTER MORAWA AND LOUISE MORAWA JOINT LIVING TRUST FOR THE PURCHASE OF A PORTION OF PARCEL APN 557-250-38 THAT FRONTS "N" AVENUE, JUST SOUTH OF E. 9TH STREET TO CONSTRUCT PEDESTRIAN AND BICYCLE IMPROVEMENTS.

WHEREAS, the City of National City ("City") desires to purchase a portion of parcel APN 557-250-38 that fronts "N" Avenue, just south of E. 9th Street to construct pedestrian and bicycle improvements as part of the Central Community Mobility Enhancements Project, CIP No. 19-23 (the "Project"); and

WHEREAS, the partial acquisition was appraised at a fair market value of $164,000; and

WHEREAS, the property owners, Walter and Louise Morawa, have agreed to sell the portion of property to the City for the appraised value; and

WHEREAS, the Grant Deed requires City Council Resolution for acceptance so that it may be recorded at the close of escrow.

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 the Purchase and Sale Agreement and accept the Grant Deed from Walter Morawa and Louise Morawa Joint Living Trust for the purchase of a portion of a parcel that fronts "N" Avenue in order to construct pedestrian and bicycle improvements.

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 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: **Planning**
Prepared by: **Sophia Depew, Assistant Planner**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) Addition of Live Entertainment & Expansion of Approved Operating Hours for Beer & Wine Sales at an Existing Restaurant (Mariscos El Tiburon) Located at 543 Highland Avenue

RECOMMENDATION:
Staff Recommends Approval of the Request for Live Entertainment and Extended Operating Hours, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2024-19, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol and Live Entertainment are Conditionally-Allowed Uses in the Minor Mixed-Use Corridor Zone and Would be Accessory to Food Sales at the Restaurant.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On November 18, 2024, the Planning Commission recommended approval of the CUP by a unanimous vote of those present. The motion recommended approval of the item with modified conditions of approval related to hours of operation:

The sale of alcoholic beverages shall only be permitted between the hours of 9:00 a.m. and 10:00 p.m. Sunday to Thursday and between 9:00 a.m. and 11:00 p.m. Friday and Saturday. Live entertainment shall only be permitted between the hours of 4:00 p.m. and 10:00 p.m. Friday and Saturday and between 4:00 p.m. and 9:00 p.m. on Sunday.

Ayes: Armenta, Castle, Forman, Miller, Valenzuela Recused: Sanchez Absent: Forman

EXPLANATION:
The restaurant was approved for a Conditional Use Permit in 1987 for incidental beer and wine sales (ABC Type-41) with hours ending at 9:00 p.m. Monday to Thursday and 10:00 p.m. Friday to Sunday. The applicant is requesting extended operating hours of 9:00 a.m. to 12:00 a.m. Monday to Thursday and 9:00 a.m. to 2:00 a.m. Friday to Sunday. The applicant is also requesting the addition of live entertainment from 4:00 p.m. to 1:30 a.m. Friday to Sunday.

The Planning Commission conducted a public hearing on November 18, 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 – 11/18/2024 Planning Commission PowerPoint slides

Item no. 3
November 18, 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 THE ADDITION OF LIVE ENTERTAINMENT AND EXPANSION OF APPROVED OPERATING HOURS FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (MARISCOS EL TIBURON) LOCATED AT 543 HIGHLAND AVENUE
Case File No.:	2024-21 CUP
Location:	Northeast Corner of Highland Avenue and East 6th Street
Assessor's Parcel Nos.:	556-311-05-00
Staff report by:	Sophia Depew, Assistant Planner
Applicant:	Socorro Vazquez
Zoning designation:	Minor Mixed-Use Corridor (MXC-1)
Adjacent use and zoning:	
North:	Commercial / MXC-1
East:	Single-Family Residential / RS-2 & MXC-1
South:	Multi-family Residential & Commercial / MXC-1
West:	Commercial / MXC-1
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 for live entertainment and extended operating hours, subject to the attached recommended conditions. The sale of alcohol and live entertainment are conditionally-allowed uses in the Minor Mixed-Use Corridor zone and would be accessory to food sales at the restaurant.

Executive Summary

The restaurant was approved for a Conditional Use Permit in 1987 for incidental beer and wine sales (ABC Type-41) with hours ending at 9:00 p.m. Monday to Thursday and 10:00 p.m. Friday to Sunday. The applicant is requesting extended operating hours of 9:00 a.m. to 12:00 a.m. Monday to Thursday and 9:00 a.m. to 2:00 a.m. Friday to Sunday. The applicant is also requesting the addition of live entertainment from 4:00 p.m. to 1:30 a.m. Friday to Sunday.

Site Characteristics

Mariscos El Tiburon is a 2,000 square-foot restaurant located on the northeast corner of Highland Avenue and East 6th Street within the Minor Mixed-Use Corridor (MXC-1) zone. Surrounding the restaurant is a mix of commercial and residential uses. The restaurant shares the lot with an attached commercial retail suite. Located behind the restaurant are single-family homes and across East 6th Street is an apartment complex.

The restaurant dining area is located on the west side of restaurant, closest to Highland Avenue, while the kitchen and restrooms are located on the east side of the building located closest to the neighboring single-family homes. The dining area has 60 seats and an area dedicated for live entertainment. The number of seats includes the bar area, which has approximately five seats. The previous CUP prohibited alcohol from being served at the bar. However, recent approvals for restaurants have included bar dining areas. Therefore, this condition has not been carried over. The proposed live entertainment area is located on the north end of the dining area, along the shared wall with the retail suite.

Proposed Use

The applicant is proposing to expand the approved hours of operation for beer and wine sales (ABC Type-41) and add live entertainment at the restaurant. Proposed operating hours are 9:00 a.m. to 12:00 a.m. Monday to Thursday and 9:00 a.m. to 2:00 a.m. Friday to Sunday. Live entertainment (karaoke and live bands) is proposed Friday to Sunday from 4:00 p.m. to 1:30 a.m.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales and live entertainment 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

The current Conditional Use Permit limits alcohol sales to 9:00 p.m. Monday to Thursday and 10:00 p.m. Friday to Sunday. Proposed operating hours are 9:00 a.m. to 12:00 a.m. Monday to Thursday and 9:00 a.m. to 2:00 a.m. Friday to Sunday. Live entertainment (karaoke and live bands) is proposed Friday to Sunday from 4:00 p.m. to 1:30 a.m.

Restaurants with on-site alcohol sales and live entertainment have been approved with varying hours throughout the city. Most recently, Villa Manila (500 E 8th St,) was approved for alcohol sales and live entertainment between the hours of 3:30 p.m. and 9:00 p.m. Tuesday to Friday and 11:00 a.m. to 9:00 p.m. Saturdays and Sundays. In 2023, Friends of Friends (127 E 8th St,) was approved for on-site alcohol sales from 6:00 a.m. to 1:00 a.m. and live entertainment was approved from 12:00 p.m. to 10:00 p.m. Sunday to Thursday and 12:00 p.m. to 11:30 p.m. Friday and Saturday. Similarly, in 2022, Market on 8th was approved for on-site alcohol sales and live entertainment until 1:00 a.m.

Based on the recently approved hours for restaurants with alcohol sales and live entertainment, staff is recommending alcohol sales from 9:00 a.m. to 11:00 p.m. Sunday to Thursday and 9:00 a.m. to 12:00 a.m. Friday and Saturday. Staff is also recommending live entertainment from 4:00 p.m. to 11:30 p.m. Friday & Saturday and 4:00 p.m. to 10:00 p.m. Sunday. These hours are consistent with previous approvals and reduces the potential that the restaurant morphs into a bar. It should be noted that a Type 41 ABC license (On Sale Beer & Wine – Eating Place) requires that alcohol sales not exceed food sales. In addition, City Council 707 requires that alcohol must be purchased with food.

Noise – Concerns related to live entertainment usually involve noise impacts to surrounding non-commercial uses. Being that the property, while zoned mixed-use, is adjacent to a residential use to the east, conditions are included to address those impacts. Conditions include requiring entry and exit doors, including windows, to remain closed during inside live entertainment activities, as

well as compliance with the limitations contained in Title 12 (Noise) of the Municipal Code.

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 475 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 Wednesday, October 2, 2024 at 9:00 a.m. at the subject restaurant. The meeting advertisement is attached (Attachment 8); there were four community members in attendance.

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 feet 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 approximately 50% of its floor area devoted to seating.

Alcohol Sales Concentration/Location
According to the California Department of Alcoholic Beverage Control (ABC), there is one on-site license and one pending 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. Since the applicant is the existing on-site license, no new licenses are being added. Census Tract 118.02 is the area from East 8th Street north to the City boundary and from Highland Avenue east to Palm Avenue.

Police Department (PD)
The ABC Risk Assessment provided by PD allocated a total of 14 points, which places it in the Medium Risk category (Medium risk is considered 13 to 18 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 and management attend an in-person Responsible Beverage Sales and Service training.
2. Require an ID scanner to prevent sales to underage youth.
3. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide breakfast, lunch and dinner and have hours of operation end by 12:00 am daily.
4. Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Attachment 7. Conditions of approval are included that restrict the hours of alcohol sales and live entertainment. ABC does not recommend or require ID scanners as a method of checking identification; therefore, this comment has not been included as a condition.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales and live entertainment are allowable within 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 and live entertainment, 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 and live entertainment are 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 and live entertainment is consistent with the Minor 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 limits 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. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.

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 Minor Mixed-Use Corridor zone.

6. Public Convenience and Necessity: The restaurant, a permitted use in the Minor Mixed-Use Corridor zone, will benefit from the sale of alcohol and live entertainment by providing for a wider diversity of businesses that add character to the area.

Findings for Denial

The following are findings for denial:

7. 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 extension of the hours that alcohol is served, in addition to live entertainment, may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

8. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for live entertainment and 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.). If approved, the resolution of approval for this CUP would supersede the previous 1987 resolution.

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption and live entertainment being conditionally-allowed uses in Minor Mixed-Use Corridor zone. The alcohol sales use would continue to be accessory to the existing restaurant use in an established commercial area. The addition of live entertainment, while increasing the potential for morphing, will also be accessory to the restaurant use. Beer and wine will only be available with the sale of food. The census tract in which the restaurant is located is not considered over-concentrated with regard to on-sale alcohol licenses and the Police Department has classified the establishment as Medium Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2024-21 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 2024-21 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. 2024-21 CUP, dated 10/17/2024)
4. Public Hearing Notice (Sent to 475 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. Institute for Public Strategies Comments
8. Community Meeting

RESOLUTION NO. 2024-19

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 CONDITIONAL USE PERMIT FOR THE ADDITION OF LIVE ENTERTAINMENT AND EXPANSION OF APPROVED OPERATING HOURS FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (MARISCOS EL TIBURON)
LOCATED AT 543 HIGHLAND AVENUE
CASE FILE NO. 2024-21 CUP
APN: 556-311-05-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for on-site beer and wine sales and live entertainment at an existing restaurant (Mariscos El Tiburon) located at 543 Highland Avenue. At a duly advertised public hearing held on November 18, 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. 2024-21 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 18, 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 Alcohol sales and live entertainment 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. It is incidental to the existing restaurant use in a mixed-use area.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales and live entertainment,

subject to a CUP, which is consistent with the General Plan. In addition, a restaurant 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 food service.

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. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.

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 restaurant, a permitted use in the Minor Mixed-Use Corridor zone, will benefit from the extended sale of alcohol and live entertainment by providing for a wider diversity of businesses that add charm 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 live entertainment and 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 and live entertainment at an existing restaurant (Mariscos El Tiburon) located at 543 Highland Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024.21 CUP, dated 10/17/2024.
2. This resolution shall supersede Planning Commission Resolution No. 18-87.
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 41 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. 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.
9. The sale of alcoholic beverages shall only be permitted between the hours of 9:00 a.m. and 10:00 p.m. Sunday to Thursday and between 9:00 a.m. and 11:00 p.m. Friday and Saturday.
10. Live entertainment shall only be permitted between the hours of 4:00 p.m. and 10:00 p.m. Friday and Saturday and between 4:00 p.m. and 9:00 p.m. on Sunday.
11. 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 the Planning Manager or designee or other 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.
12. Alcohol shall be available only in conjunction with the purchase of food.
13. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
14. Live entertainment shall be conducted as an accessory use to the restaurant for the enjoyment of its customers. No advertisement promoting a particular performer or event shall be distributed outside the restaurant.
15. All entry and exit doors, including windows, shall remain closed during inside live entertainment activities.
16. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.
17. The occupancy of the building, inclusive of patrons, staff, and entertainers, shall not exceed the occupancy load determined by the Building Division.
18. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

19. 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.

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 November 18, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____

CHAIRPERSON

RESOLUTION NO. 2024-19

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR THE ADDITION OF LIVE ENTERTAINMENT AND EXPANSION OF APPROVED OPERATING HOURS FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (MARISCOS EL TIBURON) LOCATED AT 543 HIGHLAND AVENUE
CASE FILE NO. 2024-21 CUP
APN: 556-311-05-00

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WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2024-21 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 18, 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 extension of the hours that alcohol is served, in addition to live entertainment, may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for live entertainment and 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 18, 2024, by the following vote:

AYES:

NAYS:

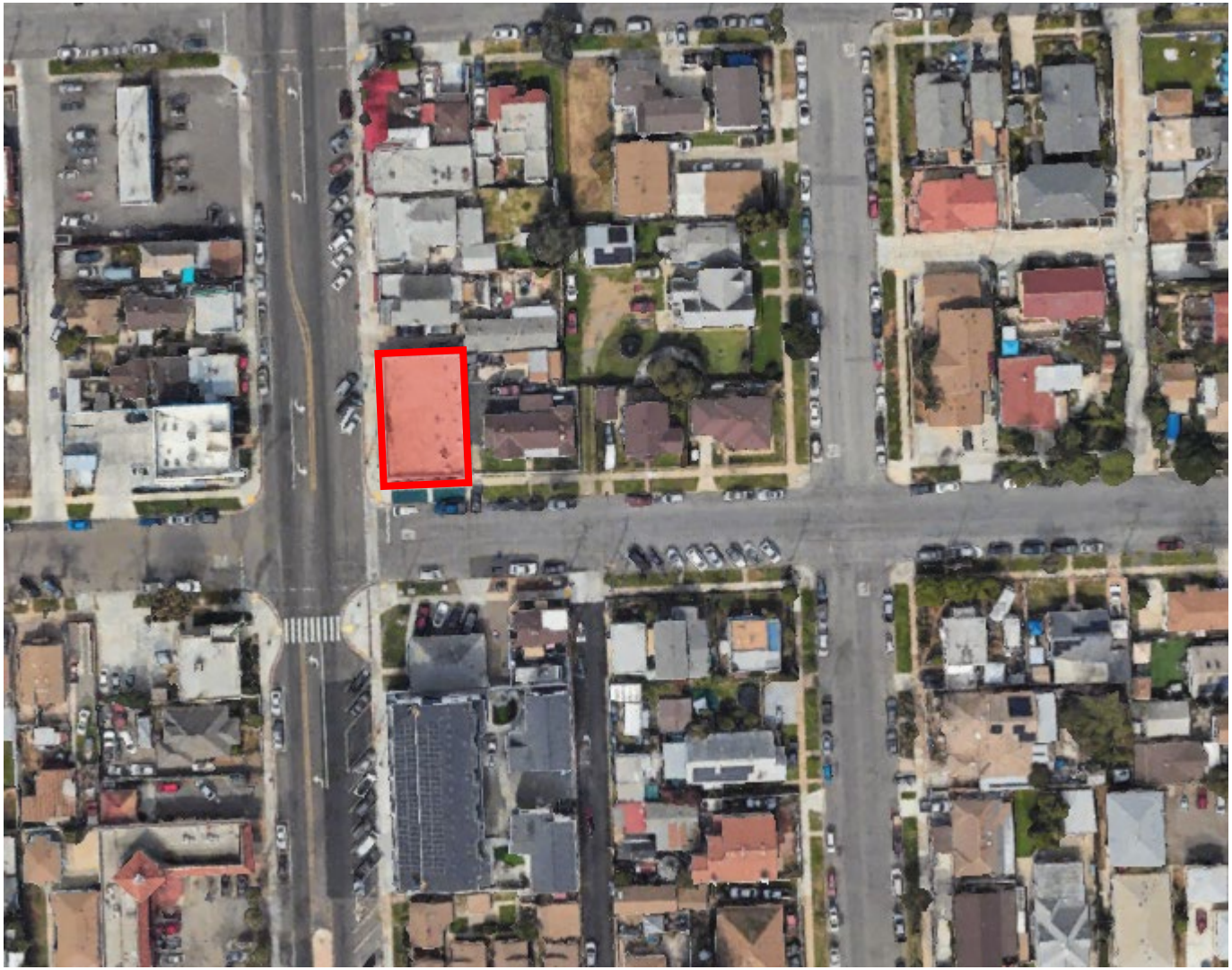
ABSENT:

ABSTAIN:

_____

CHAIRPERSON

2024-21 CUP – 543 Highland Avenue – Overhead



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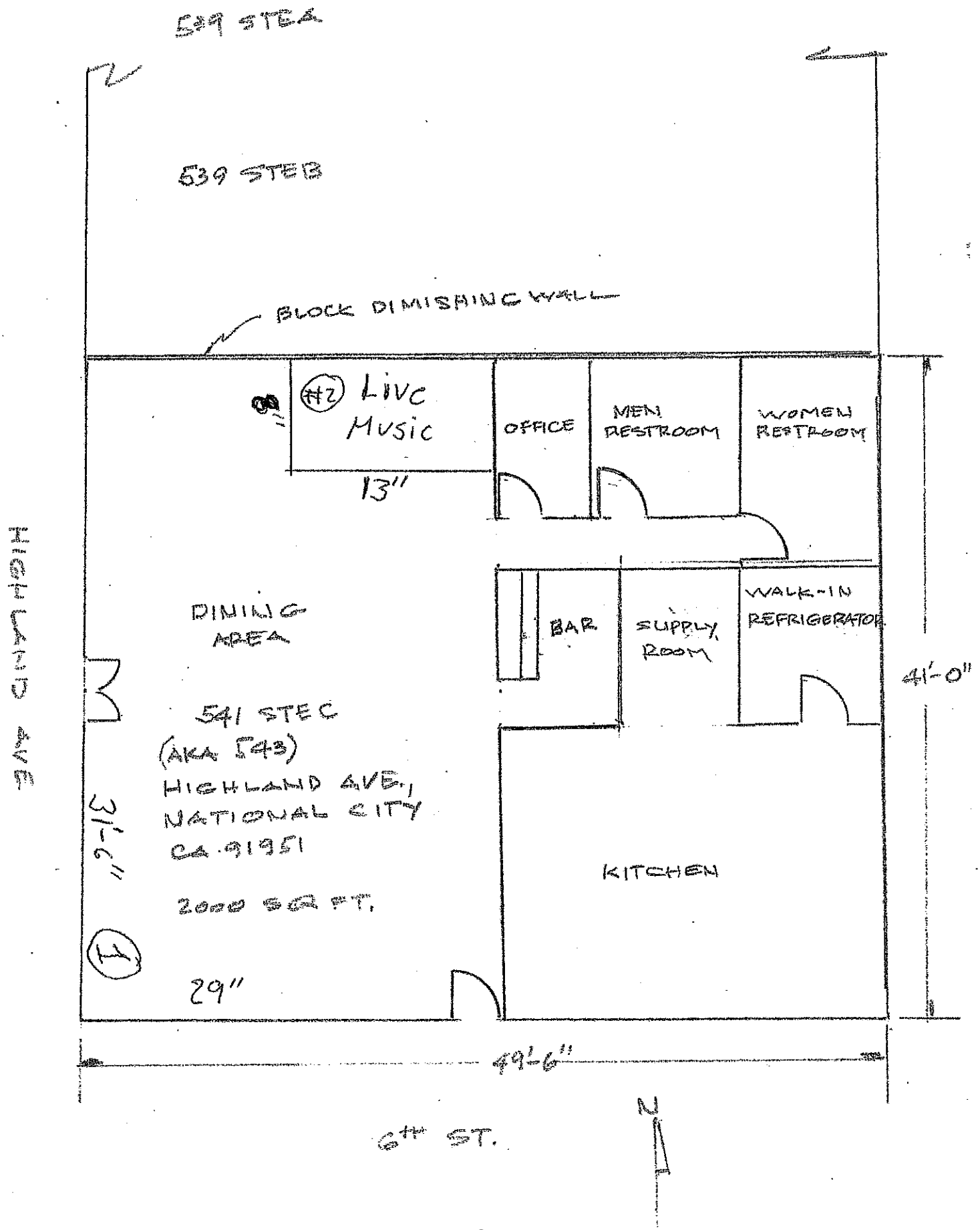
ATTACHMENT 2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539 STEB
BLOCK DIMISHING WALL
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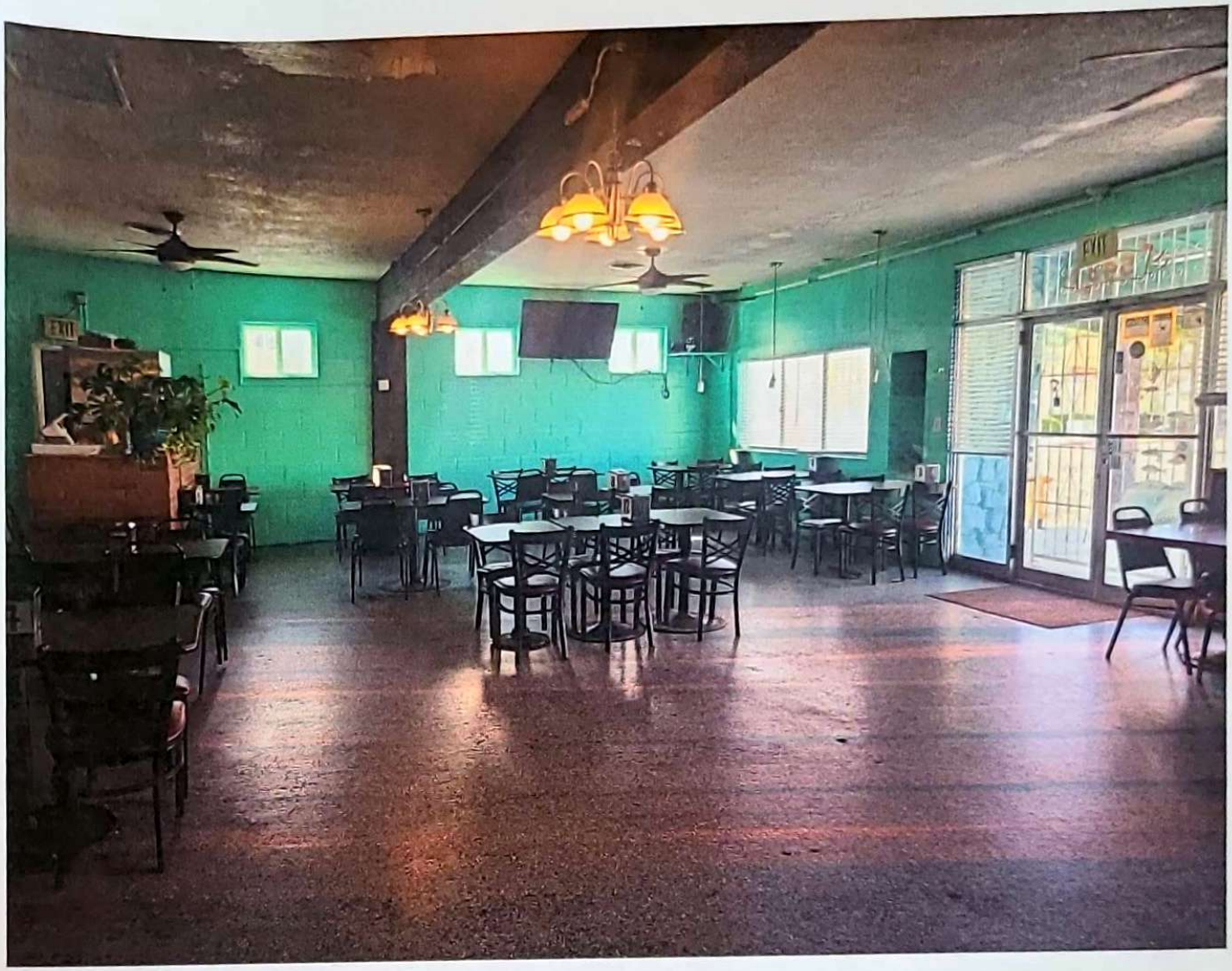
OFFICE
MEN RESTROOM
WOMEN RESTROOM
WALK-IN REFRIGERATOR
BAR
SUPPLY ROOM
DINING AREA
41'-0"
541 STEC
(AKA 543)
HIGHLAND AVE.,
NATIONAL CITY
CA. 91951
2000 SQ FT.
31'-6"
KITCHEN
#1
29"
49'-6"
6TH ST.
N
HIGHLAND AVE

EL TIBURÓN
EL TIBURÓN
Mexican & Seafood Restaurant

EL TIBURÓN

Angelique's
Beauty Salon
EL TIBURÓN
Mexican & Seafood Restaurant
MEXICAN FOOD & BREAKFAST SERVED DAILY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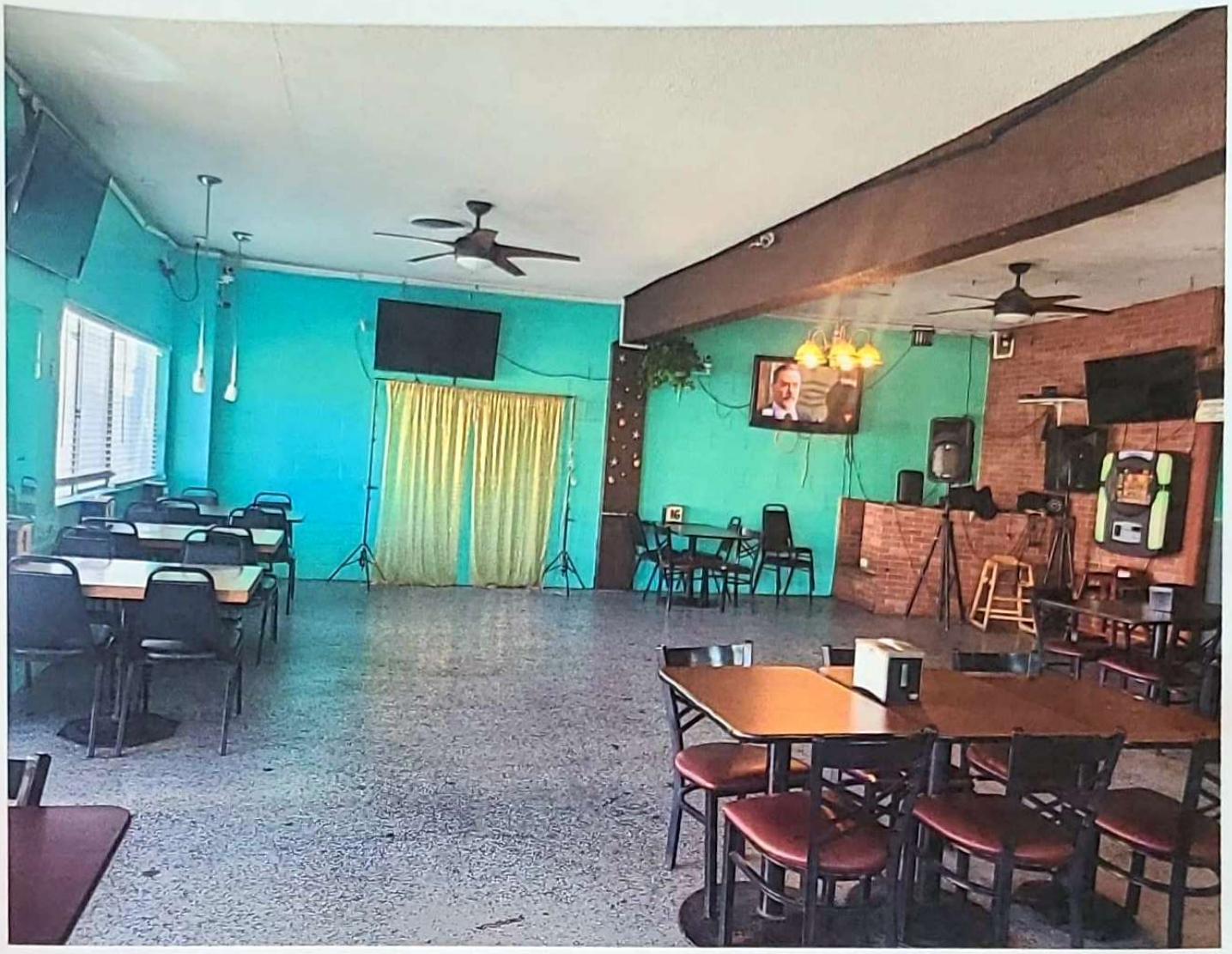
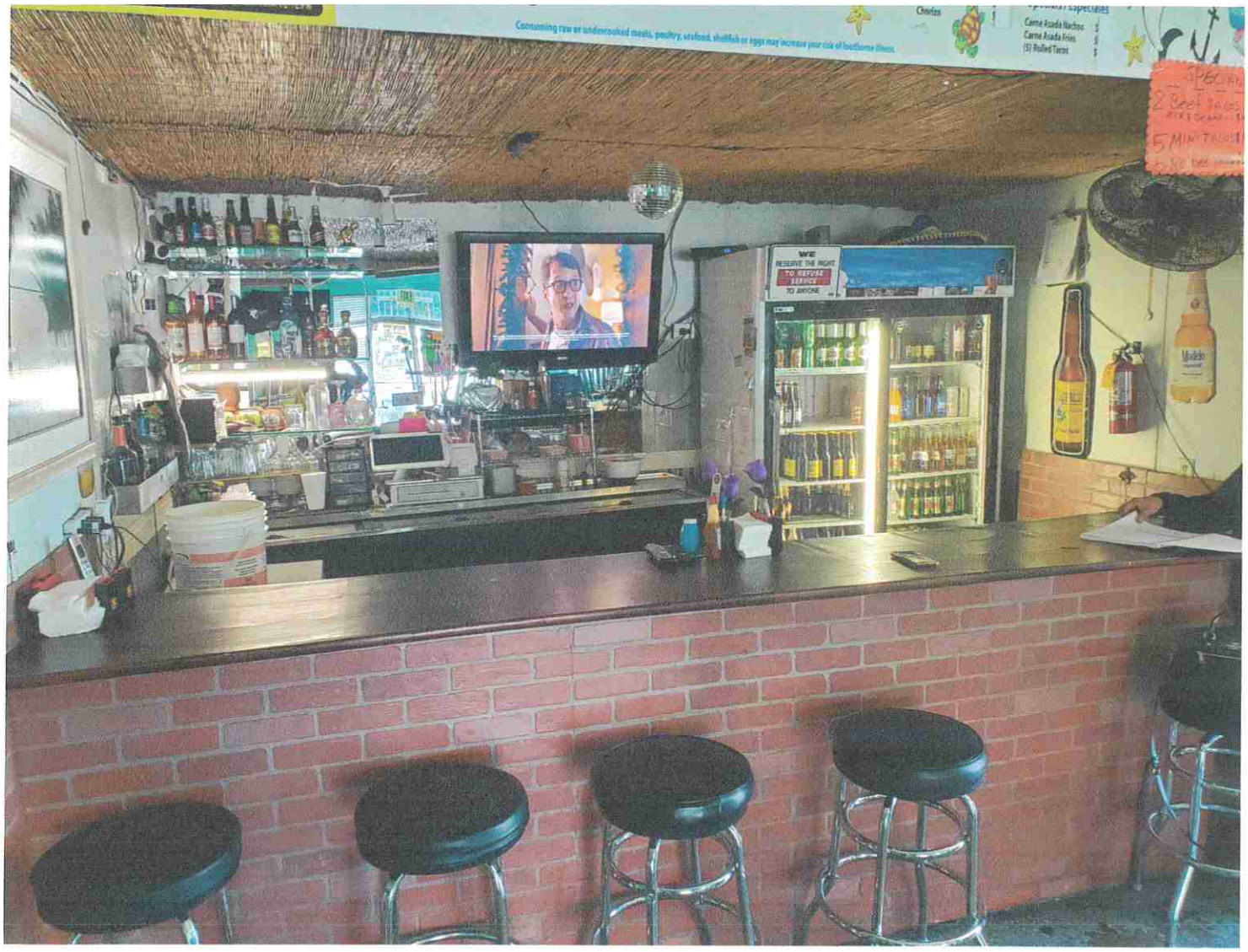
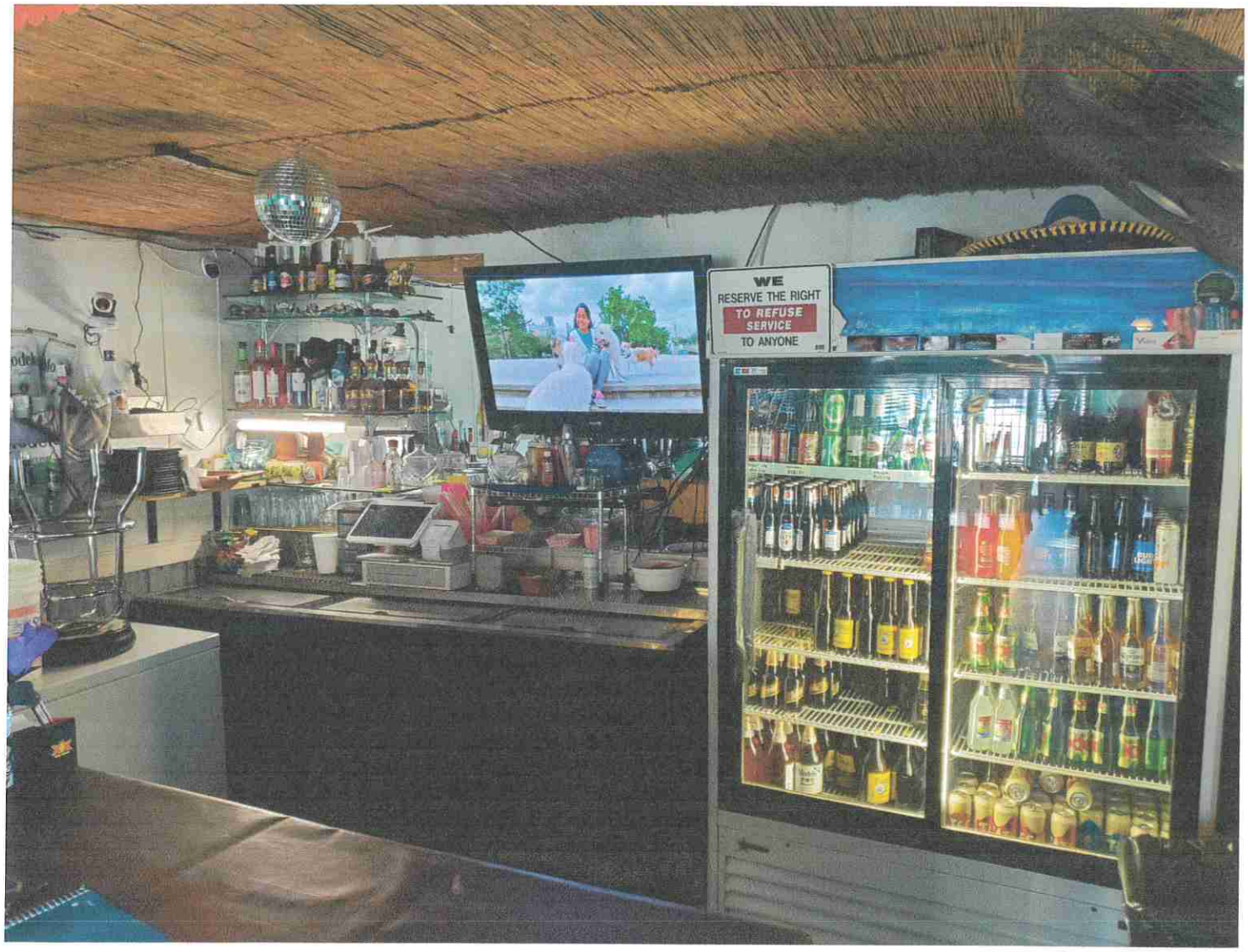



Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.
Chorizo
Carne Asada Nachos
Carne Asada Fries
(5) Rolled Tacos
SPECIAL
2 Beef Tacos
5 MINI TACOS
WE
RESERVE THE RIGHT
TO REFUSE
SERVICE
TO ANYONE


WE
RESERVE THE RIGHT
TO REFUSE
SERVICE
TO ANYONE

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Victoria
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BUD LIGHT
BUD LIGHT
ICE
ORIGINAL
SMIRNOFF
Corona
Familiar
Corona
Familiar

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 THE ADDITION OF LIVE ENTERTAINMENT AND EXPANSION OF APPROVED OPERATING HOURS FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (MARISCOS EL TIBURON) LOCATED AT 543 HIGHLAND AVENUE

CASE FILE NO.: 2024-21 CUP

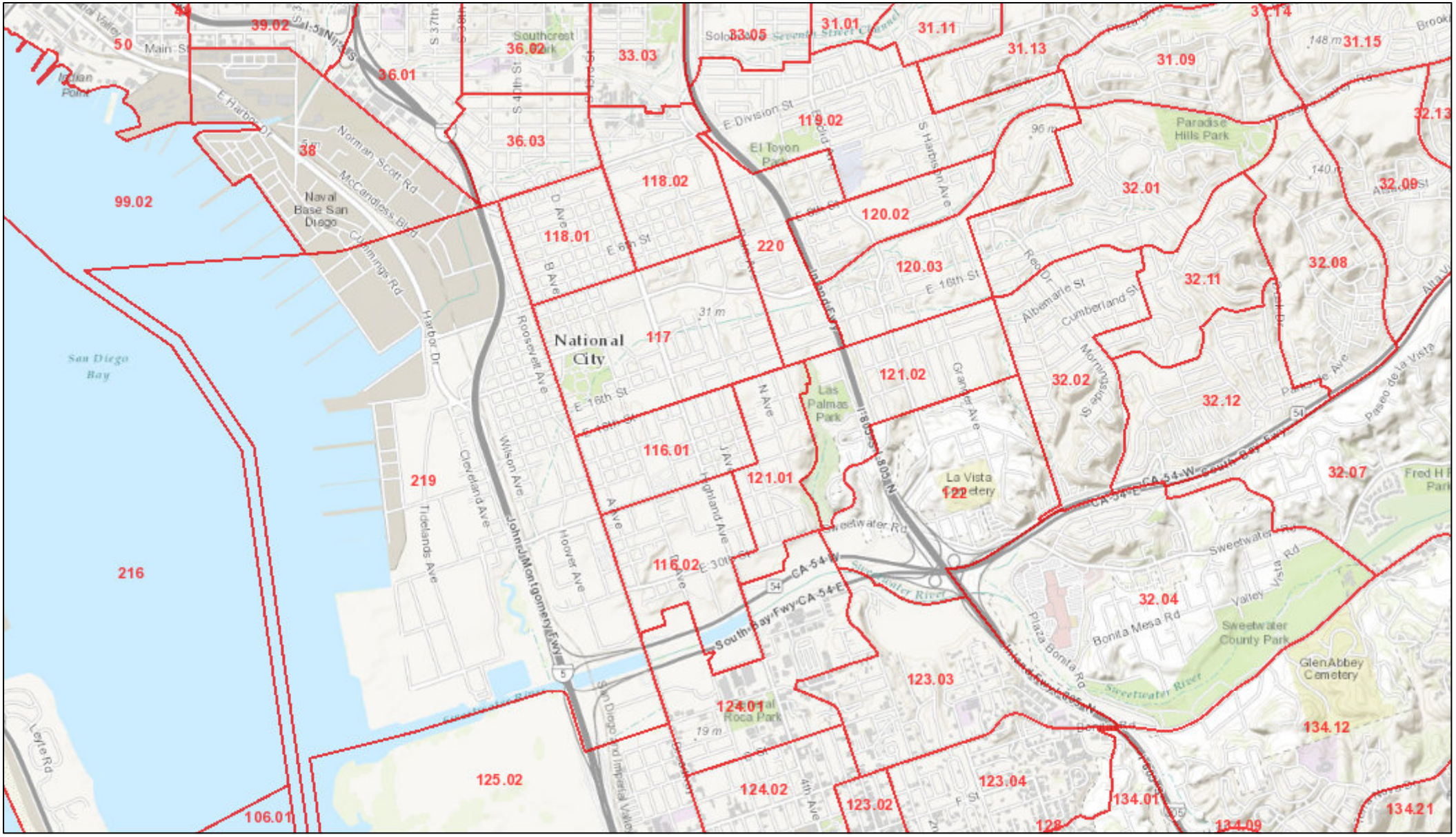
APN: 556-311-05-00

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **November 18, 2024**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Socorro Vazquez)

The restaurant has an approved Conditional Use Permit for incidental beer and wine sales with hours ending at 9 p.m. Monday to Thursday and 10 p.m. Friday to Sunday. The applicant is requesting operating hours of 9 a.m. to midnight Monday to Thursday and 9a.m. to 2a.m. Friday to Sunday. The applicant is also requesting live entertainment from 4 p.m. to 1 a.m. Thursday to Sunday. 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 18, 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

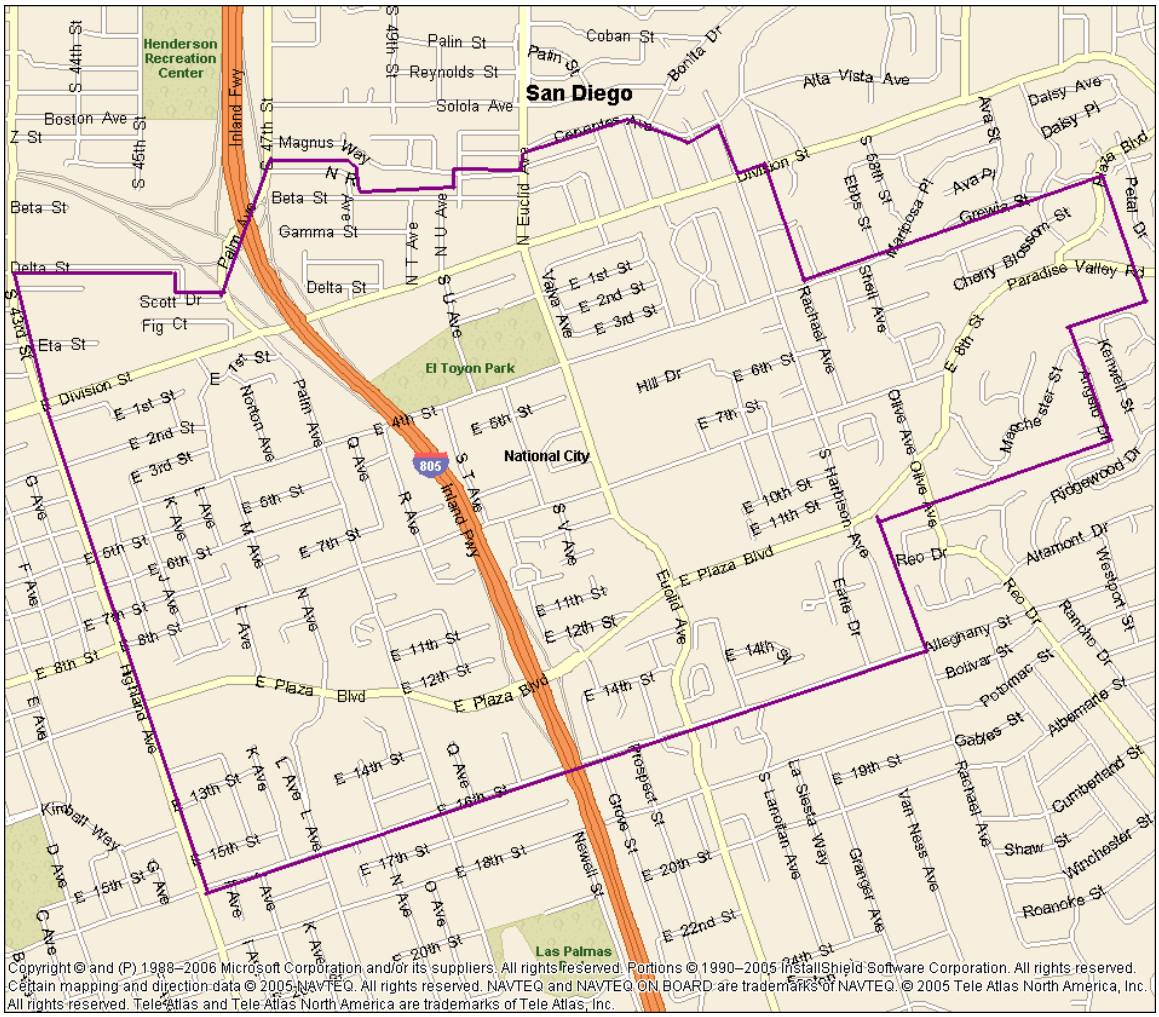
CensusTracts 2010

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: 10/30/24

BUSINESS NAME: Mariscos El Tiburon
ADDRESS: 543 Highland Avenue, National City, CA 91950

OWNER NAME: Socorro Vasquez DOB: [redacted]
OWNER ADDRESS: [redacted]

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 and one pending active on sale license in tract 118.02
- Currently, there are (4) off sale licenses authorized in tract 118.02
- Currently, there are (5) off sale licenses active 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 14

OWNER NAME: [redacted] DOB: [redacted]
OWNER ADDRESS: [redacted]

OWNER NAME:_____ DOB: _____
OWNER ADDRESS: _____

Recommendation:

This location is assessed as a medium risk. The location is located next to several residences and noise pollution made be a consideration for surrounding residences. During the proposed hours of live entertainment, the business operates more akin to a bar than a restaurant during the later evening hours from my personal experience from responding to calls for service at the location. Even accessing the business as a bar, it still accesses as a medium risk.

Completed by: Sergeant Joseph Camacho Badge ID: 449

Revised: 8/16

Environmental Scan
Conditional Use Permit (CUP) for live entertainment and extended hours for alcohol sales (Beer & Wine) at an existing restaurant

543 Highland Ave., National City, CA 91950
Conducted: October 23, 2024

Photo of the proposed location

An environmental scan was conducted at 11 a.m. on Wednesday, October 23, 2024, for live entertainment and extended hours for alcohol sales (Beer & Wine) at an existing restaurant. The location is surrounded by other commercial uses on Highland Ave., and the streets perpendicular to Highland behind the business are residential. There is also a multiple-story apartment complex at 611 Highland Avenue, approximately 200 feet away. The business was closed at the time the environmental scan was conducted.

Proposed hours
Live Entertainment: Thursday through Sunday from 4 p.m. to 1 a.m
Alcohol Sales: Monday, Tuesday, and Thursday from 9 a.m. to 12:00 a.m. and Friday through Sunday from 9:00 a.m. to 2:00 a.m.

During a scan of the business and premises, the following was noted:

- Graffiti on the side of the business facing Highland Avenue.
- Restaurant signage on the building is tattered, faded and generally not well maintained.
- Two other restaurants within 250 feet.

Youth Sensitive Areas/Other Vulnerable Locations

La Maestra Community Health Center (approximately 1,050 feet away)
Central Elementary (approximately 3,000 feet away)
Chuck E. Cheese (approximately 3,000 feet away)

Churches

San Diego Spanish Seventh Day Adventist Church (approximately 2,600 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 or incidents in the area have occurred that would discourage allowing live entertainment and extended hours of alcohol sales.

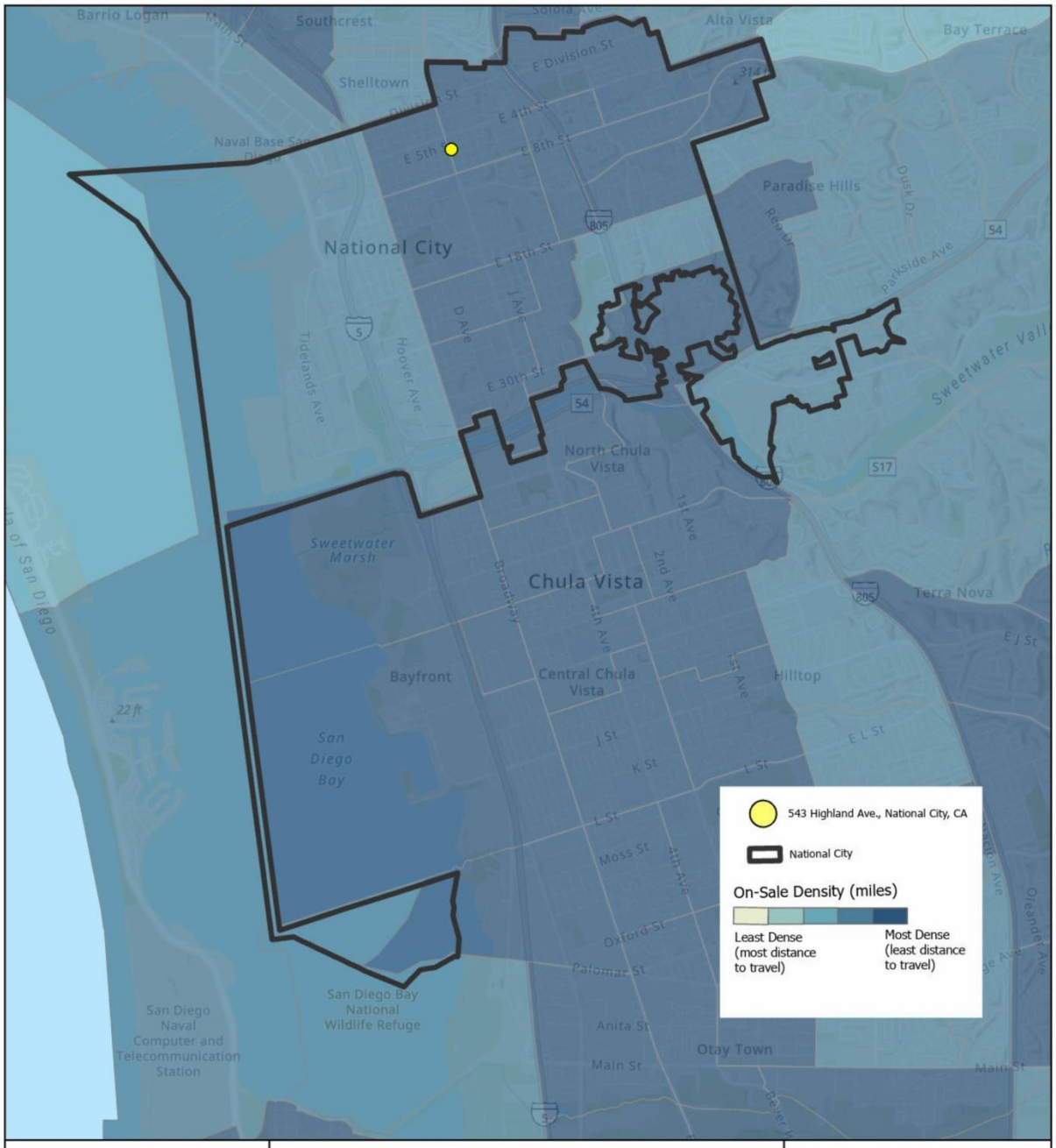
Online Reviews

- Lack of parking
- Google page indicates live music and karaoke are already offered
- Blasting music until 2 a.m. every weekend (5 months ago)
- Kitchen closed at 9:30 a.m. while hours posted as open until 2 a.m. (6 months ago)
- Music blares through neighborhood all day (1 year ago)
- Placed an order online, then told no food served at establishment (1 year ago)

Community Input

Local business owner: Over the past 5-6 years, has seen numerous fights at the location. Reported that restaurant management shuts the establishment down when there is a fight. Also observes restaurant staff frequently removing trash from the front of the location.

Nearby community resident: Stated she was surprised to learn the applicant is currently applying for live entertainment because she has regularly heard loud music coming from the location at all hours for several years. Stated she regularly sees alcohol bottles, food waste and other trash all around the location, and this is of greater concern to her than the noise.



On-Sale Alcohol Density
Census Tract 118.02
543 Highland Ave., 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 10/18/2024

N

0 0.25 0.5 1 Miles

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."

Considerations

The following are considerations:

1. Require that staff and management attend an in-person Responsible Beverage Sales and Service training.
2. Require an ID scanner to prevent sales to underage youth.
3. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide breakfast, lunch and dinner and have hours of operation end by 12:00 am daily.
4. Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

MARISCOS EL TIBURON

September 24, 2024

Socorro Vazquez
Mariscos El Tiburon
543 Highland Ave
National City CA 91950

Dear National City Community Members,

My name is Socorro Vazquez, I am the owner of the restaurant Mariscos El Tiburon right on Highland Ave National City. I would like to invite you all to meet at my business on Wednesday October 02, 2024 at 9am in which we will discuss our new plans for my business.

I am excited to extend our food Service hours from 7am to 1am Monday to Sunday and i will also be adding live music Fridays-Sundays 4pm to 1am, this will include live bands and karaoke nights.

Please join me and my Family to answer any of your questions and concerns regarding my plan of action.

Sincerely yours,

Socorro Vazquez

(619) 434-6910

Publicaciones Fotos Reels

Mariscos El Tiburon está con **Juan Nieves** y **70 personas más** en **Mariscos El Tiburon**.

19 h ·

Mariscos El Tiburon Mariscos El Tiburon y nuestra familia le hace la invitación a nuestra junta que te daremos el 10-02-2024 a las 9am para ablar de nuestro nuevo proyecto de comida kareoke y Musica en vivo nos interesa su opinión para dar un buen servicio a todos nuestros clientes y vecinos de Maris... Ver más

MARISCOS EL TIBURON

September 24, 2024

Socorro Vazquez
Mariscos El Tiburon
583 Highland Ave
National City, CA 91950

Dear National City Community Members

My name is Socorro Vazquez, I am the owner of the restaurant Mariscos El Tiburon right on Highland Ave National City. I would like to invite you all to meet at my busuness on Wednesday October 02, 2024 at 9am in which we will discuss our new plans for my business.

I am excited to extend our food Service hours from 7am to 1am Monday to Sunday and I will also be adding live music Fridays Sundays 4pm to 1am, this will include live bands and karaoke nights.

Please join me and my family to answer any of your questions and concerns regarding my upcoming plan.

Sincerely yours,

Socorro Vazquez

[redacted]

City of National City Planning Commission Meeting

MEETING OF NOVEMBER 18, 2024

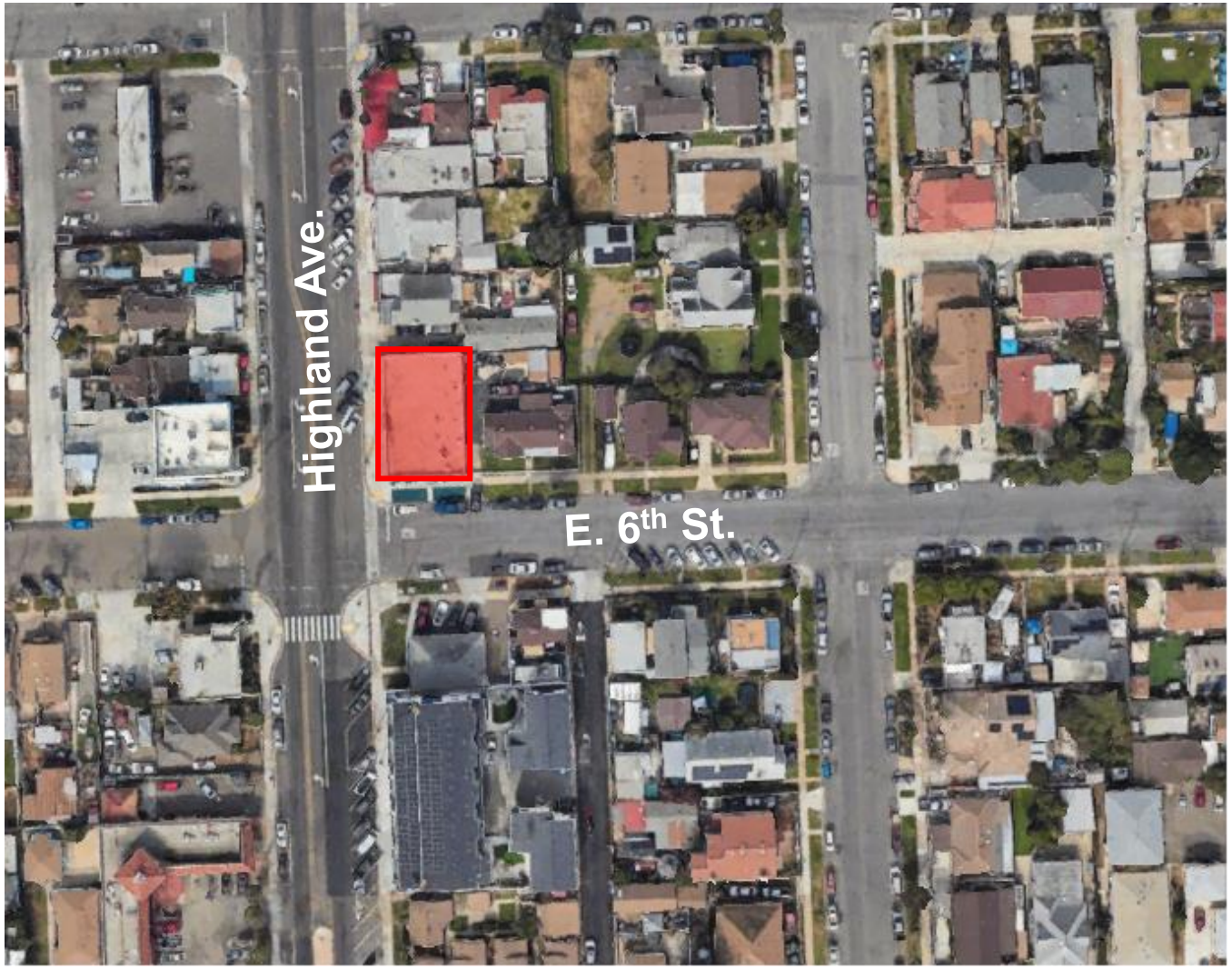
Public Hearing

CONDITIONAL USE PERMIT FOR THE ADDITION OF LIVE ENTERTAINMENT AND EXPANSION OF APPROVED OPERATING HOURS FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (MARISCOS EL TIBURON) LOCATED AT 543 HIGHLAND AVENUE

2024-21 CUP

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Overhead



Site Characteristics

- Mariscos El Tiburon
  - Existing 2,000 square foot restaurant in the MXC-1 zone
  - Existing CUP for alcohol sales (Type-41) since 1987
    - 9:00 p.m. Monday to Thursday and 10:00 p.m. Friday to Sunday
- Located on Northeast corner of Highland Avenue and East 6th Street.
- Area has commercial and residential uses
  - Adjacent to single-family homes

Front View

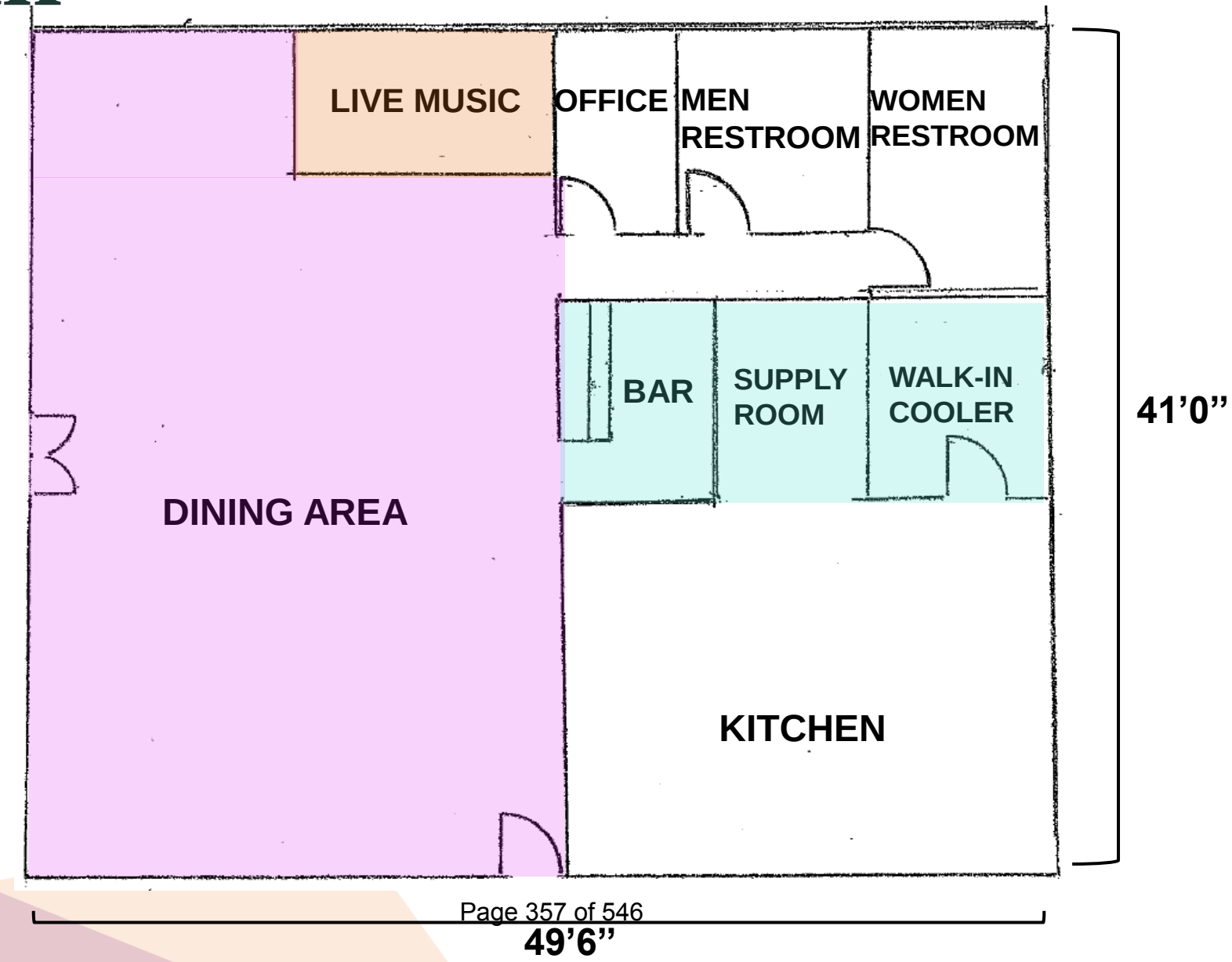
© 2024 Google
EL TIBURÓN
Mexican & Seafood Restaurant
MEXICAN FOOD & BREAKFAST SERVED DAILY

Side View

Proposal

- The business proposes to expand the approved hours of operation for beer and wine sales (ABC Type-41) and add live entertainment at the restaurant.
- Proposed operating hours are 9:00 a.m. to 12:00 a.m. Monday to Thursday and 9:00 a.m. to 2:00 a.m. Friday to Sunday.
- Live entertainment (karaoke and live bands) is proposed from 4:00 p.m. to 1:30 a.m. Friday to Sunday
- Floor plan indicates the dining area and proposed live entertainment.
    - 1,000 square foot dining area
    - 60 seats available in the dining area

Floor Plan


LIVE MUSIC
OFFICE
MEN RESTROOM
WOMEN RESTROOM
BAR
SUPPLY ROOM
WALK-IN COOLER
DINING AREA
KITCHEN
41’0”
49’6”

Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for on-site consumption and live entertainment with approved CUP
- Additional requirements for alcohol CUPs:
  - Mailing – owners/occupants within 660 ft. (475)
  - Community meeting – Held October 2, 2024 – 4 attendees
- Census Tract 118.02– one on-sale license and one pending on-sale license where nine are recommended
  - Not considered overconcentrated
  - No new licenses added
- Distance requirements – Not applicable for restaurants with 30% of their floor area dedicated to seating.
  - Mariscos El Tiburon has 50% of their floor area dedicated to seating
  - Not located within 660 feet of a public school
- Adhere to City Council Policy 707
  - Standard conditions

Staff Analysis – Hours of Operation

- Existing Hours
  - Alcohol - 9:00 p.m. Monday to Thursday and 10:00 p.m. Friday to Sunday
  - No live entertainment
- Proposed Hours
  - Alcohol - 9:00 a.m. to 12:00 a.m. Monday to Thursday and 9:00 a.m. to 2:00 a.m. Friday to Sunday
  - Live Entertainment - 4:00 p.m. to 1:30 a.m. Friday to Sunday

Staff Analysis – Hours of Operation

- Previous Approvals
  - Villa Manilla
    - Alcohol sales & live entertainment 3:30 p.m. to 9:00 p.m. Tuesday to Friday & 11:00 a.m. to 9:00 p.m. Saturday to Sunday
  - Friends of Friends
    - Alcohol sales 6 a.m. to 1 a.m. daily
    - Live entertainment 12 p.m. to 10 p.m. Sunday to Thursday and 12 p.m. to 11:30 p.m. Friday & Saturday
  - Market on 8th
    - Alcohol sales and live entertainment until 1:00 a.m.
- Staff Recommendation
  - Alcohol - 9:00 a.m. to 11:00 p.m. Sunday to Thursday and 9:00 a.m. to 12:00 a.m. Friday and Saturday
  - Live Entertainment - 4:00 p.m. to 11:30 p.m. Friday & Saturday and 4:00 p.m. to 10:00 p.m. Sunday
- Planning Commission can consider alterative hours

Comments:

Police Department (PD)

- Risk Assessment – 14 points
  - Medium Risk – 13 to 18 points
  - 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 the restaurant provide breakfast, lunch and dinner and have hours of operation end by 12:00 am daily.
- Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.
- Require an ID scanner to prevent sales to underage youth
  - Not included in ABC's best practices

Conditions

- Conditions supersede previous approval
- 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
  - Live entertainment
    - Doors and windows to remain closed
    - No advertised events
    - Hours of live entertainment
    - Title 12 (Noise)

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for on-site consumption and live entertainment are a conditionally-allowed uses in MXC-1 zone
  - Alcohol sales and live entertainment would be accessory to the business in an established mixed-use area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing concerns related to live entertainment

Options

- Find project exempt from CEQA & approve 2024-21 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2024-21 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

AGENDA REPORT

Department: **Housing Authority**
Prepared by: **Greg Rose, Property Agent**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Development Located at 1924 Harding Street.

RECOMMENDATION:
Approve the Resolution Entitled, "Resolution of the City Council of the City of National City, California Ratifying a Subordination Agreement with Clara Futura Investments, LLC, a California Limited Liability Company, and U.S. Bank National Association, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered into on October 5, 2021 that Restricts One Housing Unit at 1924 Harding Street in National City."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The Density Bonus Agreement was approved by unanimous vote of the City Council on October 5, 2021, as Resolution No. 2021-144.

EXPLANATION:
On October 5, 2021, City Council approved a Density Bonus Agreement that obligates Clara Futura Investments, LLC to restrict one (1) unit as affordable for a total of fifty-five (55) years. A Performance Deed of Trust was also recorded to secure the agreement on the property. Clara Futura Investments, LLC has secured refinancing for the development with U.S. Bank National Association. This Subordination Agreement will ensure that the Density Bonus Agreement will remain superior to the U.S. Bank National Association's Deed of Trust, and the Performance Deed of Trust will be made subordinate and subject to the U.S. Bank National Association's Deed of Trust. Due to the necessity of securing the financing swiftly, the Subordination Agreement was signed by the City Manager on November 6, 2024, and is being taken to the City Council for ratification on December 3, 2024.

FINANCIAL STATEMENT:
The Housing Authority will collect a Subordination Fee of $375.00 to cover legal fees and staff time.

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 - Agreement
Exhibit B - Resolution

No Fees per Government Code 6103

Recording Requested By:
Clara Futura Investments, LLC
1111 9th St. #202
Coronado, CA 92118

When Recorded Mail To:
National City Housing Authority
Attention: Executive Director
1243 National City Boulevard
National City, CA 91950

SUBORDINATION AGREEMENT
(1924 Harding Avenue)

THIS SUBORDINATION AGREEMENT ("Subordination Agreement") is dated as of the 6 day of November 2024, by the City of National City ("City"), Clara Futura Investments, LLC, a California limited liability company ("Borrower") and U.S. Bank National Association ("Lender").

RECITALS

A. Borrower is the owner of certain real property generally located at 1924 Harding Avenue, in the City of National City, County of San Diego, California ("Property"), as more particularly described in: (i) an Affordable Housing Density Bonus Agreement (1924 Harding Avenue), dated October 5, 2021, and recorded on October 22, 2021, as Instrument No. 2021-0736417 "Density Bonus Agreement") by and between the City and Borrower; and (ii) a Performance Deed of Trust (1924 Harding Avenue), dated October 5, 2021, and recorded on October 22, 2021, as Instrument No. 2021-0736418 ("City Deed of Trust") executed by the Borrower in favor of the City

B. Borrower is causing that certain Deed of Trust, Security Agreement and Assignment of Rents and Leases, dated November 5, 2024, to be recorded substantially concurrently herewith in the Office of the Recorder of the County of San Diego, State of California ("Lender Deed of Trust").

C. City, Lender, and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally be and remain at all times a lien, claim, and charge on the Property prior and superior to the Lender Deed of Trust and that the Lender Deed of Trust

shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

AGREEMENT

1. Subordination of the Lender Deed of Trust to the Density Bonus Agreement. The Lender Deed of Trust, together with all rights and privileges of Lender and Borrower thereunder, are hereby irrevocably and unconditionally made subordinate to and subject to the Density Bonus Agreement and the Density Bonus Agreement is and will remain at all times, a lien, claim, and charge on the Property prior and superior to the Lender Deed of Trust and to all rights and privileges of Lender and Borrower thereunder; provided, however, that a violation of the Density Bonus Agreement shall not defeat, render invalid, or limit the Lender Deed of Trust.

2. Subordination of the City Deed of Trust to the Lender Deed of Trust. The City Deed of Trust, together with all rights and privileges of the City and Borrower thereunder, are hereby irrevocably and unconditionally made subordinate to and subject to the Lender Deed of Trust and the Lender Deed of Trust will remain at all times a lien, claim, and charge on the Property prior and superior to the City Deed of Trust and all rights and privileges of the City and Borrower thereunder.

3. Notices. City, Lender and Borrower agree to give to each other copies of all notices of events of default under their respective documents. All notices given under this Subordination Agreement shall be in writing and sent to the party at its address appearing below (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). These addresses may be changed by any party by written notice to all other parties.

If to the City:	City of National City Attention: City Manager 1243 National City Boulevard National City, CA 91950
If to Borrower:	Clara Futura Investments, LLC 1111 9th St. #202 Coronado, CA 92118
If to Lender:	U.S. Bank National Association Collateral Department 1850 Osborn Avenue Oshkosh, WI 54902

4. Whole Agreement; Binding Effect. This Subordination Agreement is the whole and only agreement with regard to the priority of the lien, claim and charge of the Density Bonus Agreement, the Lender Deed of Trust and the City Deed of Trust. This Subordination Agreement is binding on and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

5. Attorney's Fees. If any party to this Subordination Agreement brings an action to interpret or enforce its rights under this Subordination Agreement, the prevailing party will be entitled to recover its costs and reasonable attorney's fees as awarded in the action.

6. Governing Law. This Subordination Agreement is governed by, and shall be construed in accordance with, the laws of the State of California.

7. Counterparts. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

8. Signatures. All individuals signing this Subordination Agreement for a party which is a corporation, limited liability company, partnership, or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to one another that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first set forth above and agree to be bound hereby.

LENDER:

U.S. BANK NATIONAL ASSOCIATION

[redacted]

Lisa Hurtado, Senior Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BORROWER:
Clara Futura Investments, LLC, a California limited liability company

By:_____
David R. Gillingham, Managing Member

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:
City of National City

By: [redacted]
Benjamin A. Martinez, City Manager

APPROVED AS TO FORM:

By: [redacted]
Barry J. Schultz, City Attorney

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 Orange)

On November 6, 2024, before me, Laura A. DeMaggio, notary public, personally appeared Lisa Hurtado, 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] (Seal)

LAURA A. DEMAGGIO
Notary Public - California
Orange County
Commission # 2405561
My Comm. Expires May 25, 2026

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 November 4, 2024, before me, KIMBERLY A WENGER, notary public, personally appeared DAVID R. GILLINGHAM, 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.

Signatur[redacted] (Seal)

CSC1 KIMBERLY A. WENGER
COMM. #2409371
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
JUNE 28, 2026 CSC1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 November 6, 2024 before me, LaTonya Y. Hussain, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Benjamin A. Martinez
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.

LATONYA Y. HUSSAIN
Notary Public - California
San Diego County
Commission # 2430598
My Comm. Expires Dec 13, 2026

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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA RATIFYING A SUBORDINATION AGREEMENT WITH CLARA FUTURA INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND U.S. BANK NATIONAL ASSOCIATION, SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT ENTERED INTO ON OCTOBER 5, 2021 THAT RESTRICTS ONE HOUSING UNIT AT 1924 HARDING STREET IN NATIONAL CITY.

WHEREAS, on October 5, 2021, City Council approved by Resolution 2021-144 a Density Bonus Agreement ("Agreement") that obligates Clara Futura Investments, LLC ("Developer") to restrict one (1) unit as affordable for a total of fifty-five (55) years; and

WHEREAS, a performance Deed of Trust was also recorded to secure the Agreement on the property located at 1924 Harding Street in National City; and

WHEREAS, on November 6, 2024, the City Manager executed a Subordination Agreement with Developer and U.S. Bank National Association; and

WHEREAS, the Deed of Trust securing the performance of the Agreement was made subordinate and subject to U.S. Bank National Association's Deed of Trust through the Subordination Agreement; and

WHEREAS, Density Bonus Agreement will remain a lien superior to U.S. Bank National Association's Deed of Trust.

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 ratifies the Subordination Agreement for 1924 Harding Avenue with Clara Futura Investments, LLC and U.S. Bank National Association that was executed on November 6, 2024, subordinating the Deed of Trust securing the performance of an affordable Housing Density Bonus Agreement entered into on October 5, 2021.

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

PASSED and ADOPTED this 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: **Housing Authority**
Prepared by: **Greg Rose, Property Agent**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Development Located at 2039 E 8th Street.

RECOMMENDATION:
Approve the Resolution Entitled, "Resolution of the City Council of the City of National City, California Ratifying a Subordination Agreement with Talas, LLC, a California Limited Liability Company, and Endeavor Bank, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered into On August 6, 2024 that Restricts Three Housing Units At 2039 E 8th Street In National City."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The Density Bonus Agreement was approved by unanimous vote of the City Council on August 6, 2024, as Resolution No. 2024-82.

EXPLANATION:
On August 6, 2024, City Council approved a Density Bonus Agreement that obligates Talas, LLC to restrict three (3) units as affordable for a total of fifty-five (55) years. A Performance Deed of Trust was also recorded to secure the agreement on the property. Talas, LLC has secured financing for the development with Endeavor Bank. This Subordination Agreement will ensure that the Density Bonus Agreement will remain superior to Endeavor Bank's Deed of Trust and the City's Performance Deed of Trust will be made subordinate and subject to the Endeavor Bank's Deed of Trust. Due to the necessity of securing the financing swiftly, the Subordination Agreement was signed by the City Manager on November 6, 2024, and is being taken to the City Council for ratification on December 3, 2024.

FINANCIAL STATEMENT:
The Housing Authority will collect a Subordination Fee of $375.00 to cover legal fees and staff time.

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 - Agreement
Exhibit B - Resolution

No Fees per Government Code 6103

Recording Requested By:
Talas, LLC
10625 Scripps Ranch Blvd, Suite F
San Diego, CA 92131

When Recorded Mail To:
National City Housing Authority
Attention: Executive Director
1243 National City Boulevard
National City, CA 91950

SUBORDINATION AGREEMENT
(2039 E 8th Street, National City)

THIS SUBORDINATION AGREEMENT ("Subordination Agreement") is dated as of the 7th day of November 2024, by the City of National City ("City"), Talas LLC, a California limited liability company ("Borrower") and Endeavor Bank ("Lender").

RECITALS

A. Borrower is the owner of certain real property generally located at 2039 E. 8th Street, in the City of National City, County of San Diego, California ("Property"), as more particularly described in: (i) an Affordable Housing Density Bonus Agreement (2039 E 8th Street), dated August 6, 2024, and recorded on October 23, 2024, as Instrument No. 2024-0288258 "Density Bonus Agreement") by and between the City and Borrower; and (ii) a Performance Deed of Trust (2039 E 8th Street), dated August 6, 2024, and recorded on October 23, 2024, as Instrument No. 2024-0288259 ("City Deed of Trust") executed by the Borrower in favor of the City

B. Borrower is causing that certain Deed of Trust, Security Agreement and Assignment of Rents and Leases, dated November __, 2024, to be recorded substantially concurrently herewith in the Office of the Recorder of the County of San Diego, State of California ("Lender Deed of Trust").

C. City, Lender, and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally be and remain at all times a lien, claim, and charge on the Property prior and superior to the Lender Deed of Trust and that the Lender Deed of Trust

shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

AGREEMENT

1. Subordination of the Lender Deed of Trust to the Density Bonus Agreement. The Lender Deed of Trust, together with all rights and privileges of Lender and Borrower thereunder, are hereby irrevocably and unconditionally made subordinate to and subject to the Density Bonus Agreement and the Density Bonus Agreement is and will remain at all times, a lien, claim, and charge on the Property prior and superior to the Lender Deed of Trust and to all rights and privileges of Lender and Borrower thereunder; provided, however, that a violation of the Density Bonus Agreement shall not defeat, render invalid, or limit the Lender Deed of Trust.

2. Subordination of the City Deed of Trust to the Lender Deed of Trust. The City Deed of Trust, together with all rights and privileges of the City and Borrower thereunder, are hereby irrevocably and unconditionally made subordinate to and subject to the Lender Deed of Trust and the Lender Deed of Trust will remain at all times a lien, claim, and charge on the Property prior and superior to the City Deed of Trust and all rights and privileges of the City and Borrower thereunder.

3. Notices. City, Lender and Borrower agree to give to each other copies of all notices of events of default under their respective documents. All notices given under this Subordination Agreement shall be in writing and sent to the party at its address appearing below (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). These addresses may be changed by any party by written notice to all other parties.

If to the City:	City of National City Attention: City Manager 1243 National City Boulevard National City, CA 91950
If to Borrower:	Talas, LLC 10625 Scripps Ranch Blvd, Suite F San Diego, CA 92131
If to Lender:	Endeavor Bank Attention: Credit Administration 703 Palomar Airport Road, Suite 165 Carlsbad, CA 92011

4. Whole Agreement; Binding Effect. This Subordination Agreement is the whole and only agreement with regard to the priority of the lien, claim and charge of the Density Bonus Agreement, the Lender Deed of Trust and the City Deed of Trust. This Subordination Agreement is binding on and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

5. Attorney's Fees. If any party to this Subordination Agreement brings an action to interpret or enforce its rights under this Subordination Agreement, the prevailing party will be entitled to recover its costs and reasonable attorney's fees as awarded in the action.

6. Governing Law. This Subordination Agreement is governed by, and shall be construed in accordance with, the laws of the State of California.

7. Counterparts. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

8. Signatures. All individuals signing this Subordination Agreement for a party which is a corporation, limited liability company, partnership, or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to one another that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first set forth above and agree to be bound hereby.

LENDER:

Endeavor Bank

By: [redacted]
Print Name: Tim McDougal
Its: S.V.P.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BORROWER:
Talas, LLC, a California limited liability company

By: [redacted]
Joshua Santa

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:
City of National City

By: [redacted]
Benjamin A. Martinez, City Manager

APPROVED AS TO FORM:

B[redacted]
Barry J. Schultz, City Attorney

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 November 7, 2024, before me, Patty L. Ybarra, notary public, personally appeared Tim McDougal, 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.

Signatur[redacted]

PATTY L. YBARRA
Notary Public - California
San Diego County
Commission # 2390586
My Comm. Expires Feb 9, 2026

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On 11/7, 2024, before me, Lori Edmondson, notary public, personally appeared Joshua Santa, 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.

LORI EDMONDSON
Notary Public - California
San Diego County
Commission # 2497310
My Comm. Expires Aug 11, 2028

WITNESS my hand and official seal.

Signature [redacted] (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 November 6, 2024 before me, LaTonya Y. Hussain, Notary Public,
Date *Here Insert Name and Title of the Officer*
personally appeared Benjamin A. Martinez
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.

LATONYA Y. HUSSAIN
Notary Public - California
San Diego County
Commission # 2430598
My Comm. Expires Dec 13, 2026

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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA RATIFYING A SUBORDINATION AGREEMENT WITH TALAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND ENDEAVOR BANK, SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT ENTERED INTO ON AUGUST 6, 2024 THAT RESTRICTS THREE HOUSING UNITS AT 2039 E 8th STREET IN NATIONAL CITY.

WHEREAS, on August 6, 2024, City Council approved by Resolution 2024-82 a Density Bonus Agreement ("Agreement") that obligates Talas, LLC ("Developer") to restrict three (3) units as affordable for a total of fifty-five (55) years; and

WHEREAS, a performance Deed of Trust was also recorded to secure the Agreement on the property located at 2039 E 8th Street in National City; and

WHEREAS, on November 6, 2024, the City Manager executed a Subordination Agreement with Developer and Endeavor Bank; and

WHEREAS, the Deed of Trust securing the performance of the Agreement was made subordinate and subject to Endeavor Bank's Deed of Trust through the Subordination Agreement; and

WHEREAS, the Density Bonus Agreement will remain a lien superior to Endeavor Bank's Deed of Trust.

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 ratifies the Subordination Agreement for 2039 E 8th Street with Talas, LLC and Endeavor Bank that was executed on November 6, 2024, subordinating the Deed of Trust securing the performance of an affordable Housing Density Bonus Agreement entered into on August 6, 2024.

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

PASSED and ADOPTED this 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: **Janel Pehau, Financial Analyst**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin Martinez, City Manager**

SUBJECT:
Redevelopment Obligations Payment Schedule for Fiscal Year 2025-26 (ROPS 25-26) and Associated Administrative Budget (SUCCESSOR AGENCY)

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, Approving the Recognized Obligation Payment Schedule (ROPS) for the Period July 1, 2025, through June 30, 2026 (ROPS 25-26) with Expenditures Totaling $4,128,681, Approving the Associated Administrative Budget of $67,654, and Approving the Submittal of both to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:

Background. Effective February 1, 2012, all Redevelopment Agencies in California were dissolved, and "Successor Agencies" were established to wind down the affairs of the former redevelopment agencies under the direction of oversight boards. Health and Safety Code Section 34177 requires successor agencies to perform a number of functions, one of which is to prepare a Recognized Obligation Payment Schedule (ROPS) before each fiscal period that details the amounts required to be spent and the source of funds for those expenditures. Each successor agency must submit the ROPS to its oversight board for approval, after which it is forwarded for review and approval to the State Department of Finance (DOF), with copies to the County Auditor and Controller and State Controller's Office. The San Diego County Oversight Board will consider the Agency's ROPS at its January 16, 2025 meeting. ROPS 25-26 is due to the State Department of Finance (DOF) by February 1, 2025. In addition, successor agencies are required to prepare and submit to the oversight board an administrative budget that details the estimated administrative costs for each upcoming ROPS period. DOF does not review the administrative budget.

Even though the ROPS covers an entire fiscal year, the standardized form distributed by DOF requires that obligation payment amounts be assigned to either the "A" portion of the fiscal year (July through December) or the "B" portion of the year (January through June). The assignment of expenses to one half or the other of the fiscal year is designed not to restrict when authorized amounts may be spent during the fiscal year, but to facilitate the distribution of redevelopment property tax trust fund (RPTTF) monies, the primary source of funding for the ROPS. These monies are the equivalent of the tax increment revenues that were previously allocated to the former redevelopment agencies. The County of San Diego maintains a separate RPTTF for each

successor agency within the county. RPTTF monies are distributed on June 1 and January 2 by the County Auditor and Controller. The June 1 distribution is for expenditures expected to occur during the "A" portion of the upcoming ROPS cycle, while the January 2 distribution provides cash for the second half ("B" portion) of the cycle.

Should changes to the ROPS be necessary after the ROPS has been approved by DOF, each successor agency is allowed to amend it one time per ROPS period. The amendment must be submitted to DOF by October 1, and successor agencies may amend only the amounts requested for payment of approved enforceable obligations that fall within the "B" portion of the year; no new obligations can be created through the amendment process.

ROPS 25-26. The proposed Recognized Obligation Payment Schedule for the July 1, 2025 through June 30, 2026 period (ROPS 25-26) for the National City Successor Agency, attached as Exhibit A, totals $4,128,681. Of that amount, $3,813,729 is allocated to the first half of the fiscal year and $314,952 to the second half of the fiscal year. (Note: The ROPS 25-26 presented in Exhibit A is in the form of the anticipated schedules to be issued by the State Department of Finance (DOF). The actual schedules must be completed on DOF's website, but were not available in time to meet the City's agenda formation deadline. Once they are available, staff will enter the amounts as shown in Exhibit A.)

The only payment obligations remaining on the ROPS are those related to debt service and administrative costs:

Debt service: In September 2017, all of the Successor Agency's outstanding tax allocation bonds (Series 1999, 2005B, and 2011) were refunded to reduce future debt service costs on the bonds by an annual average of $1.0 million through final maturity in August 2032. For the ROPS 25-26 period, debt service payments on the 2017 refunding bonds will total $4.1 million (Items 180 – 183). Annual Trustee and financial reporting fees related to the bonds are expected to total $8,000 (Items 128 and 162).

Administrative Cost Allowance (ACA) and Administrative Budget: The administrative cost allowance is governed by Health and Safety Code (HSC) section 34171 (b). The Code provides for an ACA that is equal to up to 3% of the authorized RPTTF, excluding amounts for administrative costs and city loan repayments (the "adjusted RPTTF"), with a minimum ACA of $250,000 annually as long as the $250,000 does not equal more than 50% of the RPTTF distribution. The Code also provides that the ACA is subject to approval of the Oversight Board and that it may reduce the amount requested by a successor agency. DOF provides a methodology for the 3% calculation that uses the prior year's adjusted RPTTF distribution. The 24-25 adjusted RPTTF for the National City Successor Agency is $3,718,528. When multiplied by 3%, it would result in an ACA for ROPS 25-26 of $111,556, which is below the minimum of $250,000, but still greater than needed. Based on staff's analysis of estimated costs to operate the Successor Agency, ROPS 25-26 requests that $67,654 be included in this ROPS for the ACA. The Administrative Budget, attached as Exhibit B, details the estimated administrative expenditures for the ROPS 25-26 period.

Report of Cash Balances: Each ROPS submittal includes a report regarding Successor Agency cash balances. The reporting period is for the three years prior to the upcoming ROPS period, so in the case of ROPS 25-26, the report covers the status of the Successor Agency's cash as of the end of ROPS 22-23. The State Department of Finance reviews the Report of Cash Balances and in conjunction with City staff, makes a determination regarding how much of the cash balance is to be applied to the upcoming ROPS in lieu of new RPTTF monies. The Report of Cash Balances indicates an available total of $279,904 from a combination of Other Funds (interest earnings and loan repayments), and unspent RPTTF from ROPS 22-23.

FINANCIAL STATEMENT:
The projected amount of property taxes to be deposited by the County into the National City Successor Agency's RPTTF account for ROPS 25-26 is $31.5 million. Of this amount, an estimated $7.3 million would be distributed as pass-through payments to the affected taxing entities (including the City) and to the County for administrative costs. The City's share of the pass-through payments is expected to be approximately $816,000. Then, after applying $4.1 million to the expenditures for the items listed on ROPS 25-26, approximately $20.1 million would remain for distribution to the affected taxing entities as residual balance, of which the City of National City's share would be approximately $3.6 million.

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

EXHIBITS:
Exhibit A – Form of ROPS 25-26
Exhibit B – ROPS 25-26 Administrative Budget
Exhibit C - Resolution

Recognized Obligation Payment Schedule (ROPS 25-26)
Summary for the July 1, 2025 through June 30, 2026 Period

Successor Agency: National City
County: San Diego

Currrent Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26A Total (July - December)	25-26B Total (January - June)	ROPS 25-26 Total
A Enforceable Obligations Funded as Follows (B+C+D)	$ -	$ -	$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	$ 3,813,729	$ 314,952	$ 4,128,681
F RPTTF	3,779,902	281,125	4,061,027
G Administrative RPTTF	33,827	33,827	67,654
H Current Period Enforceaable Obligations (A+E)	$ 3,813,729	$ 314,952	$ 4,128,681

Certification of Oversight Board Chairman:

Name Title

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

/s/

Signature Date

National City Successor Agency
Form of Recognized Obligation Payment Schedule (ROPS) 25-26

									Funding Sources ROPS 25-26A (Jul - Dec)			Funding Sources ROPS 25-26B (Jan - Jun)		
Item #	**Project Name/Debt Obligation**	**Beginning Date**	**Ending Date**	**Payee**	**Description/Project Scope**	**Total Outstanding Debt or Obligation**	**Retired**	**ROPS 25-26 Total**	**Redevelop-ment Property Tax Trust Fund (RPTTF)**	**Admin RPTTF**	**ROPS 25-26A Total**	**Redevelop-ment Property Tax Trust Fund (RPTTF)**	**Admin RPTTF**	**ROPS 25-26B Total**
Totals						28,728,576		4,128,681	3,779,902	33,827	3,813,729	281,125	33,827	314,952
87	Personnel and Admin Costs	7/1/2025	6/30/2026	City of National City	Personnel and other support services for SA	60,000	N	67,654	-	33,827	33,827		33,827	33,827
128	Contract for Financial Analysis	2/1/2017	12/31/2025	NHA Advisors	Financial and bond adviser/annual disclosure	4,000	N	4,000	4,000	-	4,000			-
162	Bonds	7/1/2018	8/1/2032	Bank of New York	Fiscal Agent Fees	4,000	N	4,000	4,000	-	4,000			-
180	2017 Tax Allocation Refunding Bond - Series A Principal Payment	9/27/2017	8/1/2032	Bank of New York Mellon Trust Company, N. A.	Bonds issued to refund the outstanding principal balance of the 2005B and 2011 TABs	24,877,000	N	3,217,000	3,217,000	-	3,217,000			-
181	2017 Tax Allocation Refunding Bond - Series A Interest Payment	9/27/2017	8/1/2032	Bank of New York Mellon Trust Company, N. A.	Bonds issued to refund the outstanding principal balance of the 2005B and 2011 TABs	2,509,360	N	579,386	309,719	-	309,719	269,667		269,667
182	2017 Tax Allocation Refunding Bond - Series B Principal Payment	9/27/2017	8/1/2029	Bank of New York Mellon Trust Company, N. A.	Bonds issued to refund the outstanding principal balance of the 1999 TAHBs	1,202,000	N	231,000	231,000	-	231,000			-
183	2017 Tax Allocation Refunding Bonds - Series B Interest Payment	9/27/2017	8/1/2029	Bank of New York Mellon Trust Company, N. A.	Bonds issued to refund the outstanding principal balance of the 1999 TAHBs	72,216	N	25,641	14,184	-	14,184	11,458		11,458

* This version of the ROPS has been condensed for readability. The full ROPS form contains three other funding categories in addtion to the RPTTF, but because none of them apply to the National City Successor Agency, they have been omitted from the schedule. Those other possible funding sources incude Bond Proceeds, Reserve Balance and Other Funds.

Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	**Comments**
1	**Beginning Available Cash Balance (Actual 07/01/22)** RPTTF amount should exclude "A" period distribution amount		1,465	9,279	796,079	660,170	E1 = reserve balance available from R20-21; F1 = sum of prior period amounts applied to future periods; G1 = sum of prior period PPA amounts applied to future periods
2	**Revenue/Income (Actual 06/30/23)** RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller		0		249,930	3,436,042	G2 = ROPS 22-23A ($2,914,648) + ROPS 22-23B ($521,394)
3	**Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)**		0	9,279	438,974	3,953,582	E3+F3+G3 = total expenditures reported on PPA
4	**Retention of Available Cash Balance (Actual 06/30/23)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		1,465		357,105	112,656	F4 = sum of other funds applied by DOF to R23-24 ($73,902) and R24-25 ($283,203); G4 = sum of PPAs applied to R23-24 ($53,858) and R24-25 ($58,798).
5	**ROPS 22-23 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC	No entry required				29,974	
6	**Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$ 0**	**$ 0**	**$ 0**	**$ 249,930**	**$ 0**	

Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Administrative Budget: ROPS 25-26

Expenditures (Estimated Amounts per GC 34177(j)(1))

	Annual Salaries & Benefits FY25-26	% Allocated	Annual Cost	Cost Admin Budget ROPS 25-26A	Cost Admin Budget ROPS 25-26B
Personnel*					
City Manager/Executive Director	360,085	1.5%	$ 5,401	$ 2,701	$ 2,701
Community Development Director	252,070	1.5%	3,781	1,891	1,891
Finance Director	264,800	1.0%	2,648	1,324	1,324
Financial Services Officer	189,321	1.0%	1,893	947	947
Budget Manager	176,107	0.7%	1,233	616	616
Financial Analyst (part time)	69,120	5.5%	3,802	1,901	1,901
Senior Accountant	129,268	2.0%	2,585	1,293	1,293
Accountant	115,613	2.0%	2,312	1,156	1,156
Administrative Technician	101,800	1.0%	1,018	509	509
Real Property Agent	132,215	10.0%	13,222	6,611	6,611
Various as needed - LRPMP	N/A	N/A	10,500	5,250	5,250
Total Personnel			$ 48,395	$ 24,198	$ 24,198
Maintenance & Operations					
Professional Services**			$ 10,800	$ 5,400	$ 5,400
Misc. ependitures (supplies, equipment use, emergent costs)			1,200	600	600
Total M&O			$ 12,000	$ 6,000	$ 6,000
Allocated Costs***			$ 7,259	$ 3,630	$ 3,630
Total			$ 67,654	$ 33,827	$ 33,827

* Personnel responsibilities include, but are not limited to, providing executive direction for the operations of the SA, preparing agenda materials for the SA Board; preparing the prior period adjustment report for each annual period; developing the ROPS for each annual period; projecting and managing the cash flow of the SA; managing contracts with service providers; executing the Long Range Property Management Plan (LRPMP); managing the payments to vendors; accounting for all transactions of the SA in the general ledger; and preparing annual financial statements. Not represented on this schedule, but playing an important policy role in the administration of the Successor Agency, are the City's Mayor and Council Members who serve as the Board for the Successor Agency. All personnel costs are estimates and exclude overhead costs.

** Professional Services include a share of the costs for the City's annual audit and a splitting of costs between the City and the Successor Agency for a consultant that provides assessed value and property tax analytics for all parcels within National City.

*** Allocated costs, estimated at 15% of personnel costs, include various central support functions, including Information Technology, City Clerk (agenda and records management), City Attorney (legal guidance), Risk Management, and Facilities Maintenance.

RESOLUTION NO. 2024 –

RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026 (ROPS 25-26) WITH EXPENDITURES TOTALING $4,128,681, APPROVING THE ASSOCIATED ADMINISTRATIVE BUDGET OF $67,654, AND APPROVING THE SUBMITTAL OF BOTH TO THE COUNTY OF SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

WHEREAS, the City Council established the Redevelopment Agency of the City of National City (the "Redevelopment Agency") by Ordinance No. 1164, dated April 11, 1967; and

WHEREAS, the City Council established the Housing Authority of the City of National City (the "Housing Authority") by Ordinance No. 1484, dated October 14, 1975; and

WHEREAS, the City Council established the Community Development Commission of the City of National City (the "CDC") by Ordinance No. 1484, dated October 14, 1975, and vested the CDC with all of the powers, duties, and responsibilities of both the Redevelopment Agency and the Housing Authority, among other matters, for the purpose of enabling the CDC to operate and govern the Redevelopment Agency and the Housing Authority under a single board and as a single operating entity. The CDC, acting in its capacity as the Redevelopment Agency of the City of National City, is referred to herein as the "CDC-RDA"; and

WHEREAS, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, pursuant to AB 26, the City Council adopted Resolution No. 2012-15 on January 10, 2012, electing to be the Successor Agency to the CDC-RDA. The Successor Agency is a legal entity that exists separate and independent from the City of National City. The Successor Agency formally named itself the "Successor Agency to the Community Development Commission as the National City Redevelopment Agency"; and

WHEREAS, Health and Safety Code section 34177(l) requires each successor agency to prepare a Recognized Obligation Payment Schedule (ROPS) prior to each upcoming fiscal period and submit it for approval to its oversight board; and

WHEREAS, a recognized obligation payment schedule for the period of July 1, 2025 through June 30, 2026 (ROPS 25-26) with expenditures totaling $4,128,681 has been submitted by the Executive Director for consideration and approval by the Board of the Successor Agency; and

WHEREAS, the ROPS 25-26 shall hereafter be submitted for review and approval to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board, and submitted to the County Administrative Officer, County Auditor/Controller, State Department of Finance, and State Controller as required by Health and Safety Code section 34177(l); and

WHEREAS, an Administrative Budget for the Successor Agency for the ROPS 25-26 period with estimated expenditures totaling $67,654 has been submitted by the Executive Director for consideration and approval by the Board of the Successor Agency; and

WHEREAS, the ROPS 25-26 Administrative Budget shall hereafter be submitted for review and approval to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board; and

WHEREAS, the Successor Agency's ROPS 25-26, which is consistent with the requirements of the Health and Safety Code and other applicable law, is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Successor Agency's ROPS 25-26 Administrative Budget, which is consistent with the requirements of the Health and Safety Code and other applicable law, is attached to this Resolution as Exhibit "B"; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq*., hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: The foregoing recitals are true and correct, and are hereby made by this reference a substantive part of this Resolution.

Section 2: The Successor Agency's ROPS 25-26, which is attached hereto as Exhibit "A", is approved.

Section 3: The Successor Agency's ROPS 25-26 Administrative Budget, which is attached hereto as Exhibit "B", is approved.

Section 4: The Executive Director, or designee, is hereby authorized and directed to:

(i) submit the ROPS 25-26 and the ROPS 25-26 Administrative Budget to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board for approval in such format as may be directed by the Oversight Board or the County of San Diego; and

(ii) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency; and

(ii) take such other actions and execute such other documents as are necessary to comply with Health and Safety Code 34177 with regard to ROPS 25-26, and to amend the ROPS 25-26 administratively to reflect the most current cost estimates for all items and the most current prior period actual cost or cash data, or to conform to the direction, guidance,

and/or requirements related to ROPS 25-26 by the Oversight Board, Department of Finance, or other reviewing agencies.

Section 4: The Successor Agency determines that this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines.

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 3rd day of December 2024.

_____
Ron Morrison, Chair

ATTEST:

_____
Shelley Chapel, MMC, City Clerk as
Secretary to the Successor Agency

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney
Successor Agency Counsel

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Request to Install Red Curb "No Parking" at the Intersection of Harbison Avenue and E. 6th Street to Improve Visibility at the Intersection.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of Red Curb "No Parking" at the Intersection of Harbison Avenue and E. 6th Street to Improve Visibility at the Intersection."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On October 9, 2024, the Traffic Safety Committee unanimously approved the installation of red curb "No Parking" at the intersection of Harbison Avenue and E. 6th Street to enhance visibility at the intersection.

EXPLANATION:
Mrs. Pearl Quinones, a resident of 3009 E. 6th Street, has requested a red curb "No Parking" at the intersection of Harbison Avenue and E. 6th Street. This request aims to improve visibility and enhance safety for vehicles exiting from E. 6th Street onto Harbison Avenue.

Staff performed a site evaluation. Harbison Avenue is a two-way collector road with parking on both sides and posted speed limit of 30 mph. E. 6th Street is a two-way local road with parking on both sides and posted speed limit of 25 mph. During the site evaluation, staff confirmed the presence of a red curb "No Parking" at the fire hydrant located on the southeast corner of the intersection. Additionally, it is possible that visibility is impacted for some vehicles traveling eastbound as they exit E. 6th Street onto Harbison due to the electrical power poles located on the northwest and southwest corner of the intersection. Staff also confirmed that when vehicles park too close to the corners on Harbison Avenue at the intersection, the visibility for vehicles exiting E. 6th Street onto Harbison Avenue may be partially obstructed.

Staff reviewed the traffic collision history for this intersection, which confirmed that there have been no traffic collisions in the past four years.

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.

Staff presented this item to the Traffic Safety Committee on October 9, 2024. During the meeting, staff clarified that the proposed red curb "No Parking" zones are intended to be installed along Harbison Avenue to enhance visibility for vehicles exiting E. 6th Street, as shown in the attached Exhibit A.

After a thorough discussion, the Traffic Safety Committee voted unanimously to approve staff's recommendation for the following traffic safety enhancements:

1. Install 26 feet of red curb "No Parking" on the west side of Harbison Avenue, north of E. 6th Street. This will result in the loss of one (1) on-street parking space;

2. Install 20 feet of red curb "No Parking" on the east side of Harbison Avenue, north of E. 6th Street. This will result in the loss of one (1) on-street parking space;

3. Install 20 feet of red curb "No Parking" on the west side of Harbison Avenue, south of E. 6th Street. This will result in the loss of one (1) on-street parking space;

4. Install 15 feet of red curb "No Parking" on the east side of Harbison Avenue, south of E. 6th Street. This will extend the existing 15 feet of red curb at the fire hydrant, making a total of 30 feet of red curb. This will result in the loss of one (1) on-street parking spaces.

If approved by the City Council, all work will be performed by City Public Works staff.

FINANCIAL STATEMENT:
The estimated cost for painting is approximately $200. It is City policy to perform this type of work in City streets. Funding is available within the Department of Engineering and Public Works, Streets & Wastewater Division from the Maintenance and Operations budget.

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

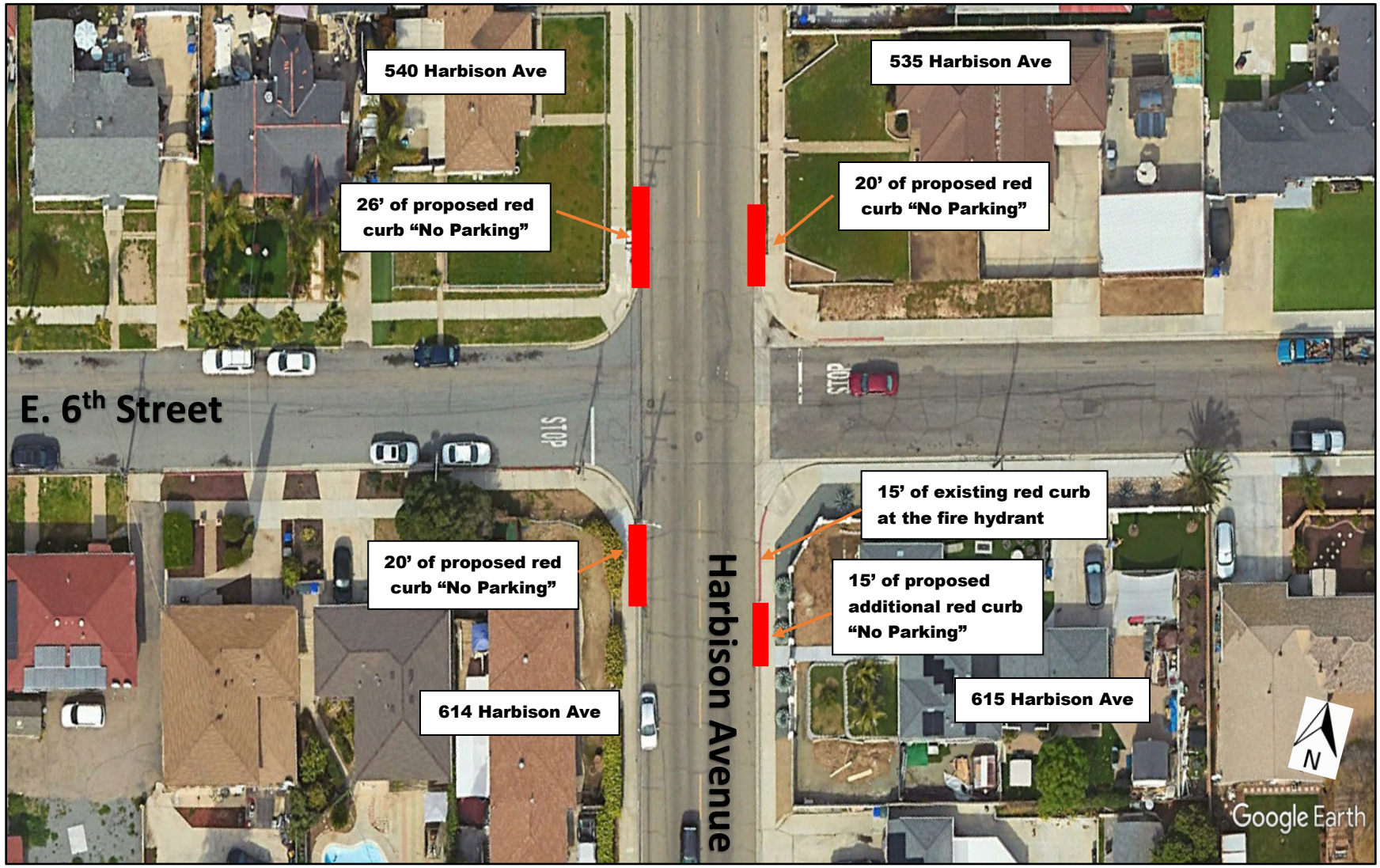
ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

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 the Traffic Safety Committee on October 9, 2024 (TSC No. 2024-11)
Exhibit C – Resolution

Location Map with Recommended Enhancements (TSC Item: 2024-11)



NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR OCTOBER 9, 2024

ITEM NO. 2024-11

ITEM TITLE: **REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF HARBISON AVENUE AND E. 6TH STREET TO ENHANCE VISIBILITY AT THE INTERSECTION.**

PREPARED BY: Luca Zappiello, Associate Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

Mrs. Pearl Quinones, a resident of 3009 E. 6th Street has requested a red curb "No Parking" at the intersection of Harbison Avenue and E. 6th Street. This request aims to improve visibility and enhance safety for vehicles exiting from E. 6th Street onto Harbison Avenue.

Staff performed a site evaluation. Harbison Avenue is a two-way collector road with parking on both sides and posted speed limit of 30 mph. E. 6th Street is a two-way local road with parking on both sides and posted speed limit of 25 mph. During the site evaluation, staff confirmed the presence of a red curb "No Parking" at the fire hydrant located on the southeast corner of the intersection. Additionally, there are visibility issues for eastbound traffic exiting E. 6th Street onto Harbison due to the electrical power poles located on the northwest and southwest corner of the intersection. Staff also confirmed that when vehicles park too close to the corners on Harbison Avenue at the intersection, the visibility for vehicles exiting E. 6th Street onto Harbison Avenue is partially obstructed.

STAFF RECOMMENDATION:

Based on evaluation of existing conditions, staff recommends the installation of red curb "No Parking" at the intersection of Harbison Avenue and E. 6th Street to improve visibility for vehicles exiting E. 6th Street as follows:

1. Install 26 feet of red curb "No Parking" on the north side of E. 6th Street, west of Harbison Avenue. This will result in the loss of one (1) on-street parking space;
2. Install 20 feet of red curb "No Parking" on the north side of E. 6th Street, east of Harbison Avenue. This will result in the loss of one (1) on-street parking space;
3. Install 20 feet of red curb "No Parking" on the south side of E. 6th Street, west of Harbison Avenue. This will result in the loss of one (1) on-street parking space;
4. Install 15 feet of red curb "No Parking" on the south side of E. 6th Street, east of Harbison Avenue. This will extend the existing 15 feet of red curb at the fire hydrant, making a total of 30 feet of red curb. 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

PUBLIC REQUEST FORM

Contact Information

Name: Pearl Quinones

Address: 3009 E. 6th Street, National City 91950

Phone: _____ **Email:** _____

Request Information

Location: intersection of Harbison Avenue and E. 6th Street

Request: REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF HARBISON AVENUE AND E. 6TH STREET TO ENHANCE VISIBILITY AT THE INTERSECTION

Attachments: ☐ Yes ☐ No **Description:** _____

Internal Use Only:

Request Received By: L. Zappiello **Date:** August 19, 2024

Received via: ☐ Counter/In-Person ☑ Telephone ☐ Email ☐ Fax ☐ Referral: _____

Assigned To: L. Zappiello

Notes: _____

October 2, 2024

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2024-11

REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF HARBISON AVENUE AND E. 6TH STREET TO ENHANCE VISIBILITY AT THE INTERSECTION.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, October 9, 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://us06web.zoom.us/j/87978540262?pwd=bq6Q0lqelps7UAOkPYikuzhjFnzbfk.1
Join Zoom Meeting by phone
+16694449171
Meeting ID: 879 7854 0262
Passcode: 184588

The City Hall is ADA-compliant. Please note that there are two parking spaces for disabled persons in front of City Hall on the east side of National City Blvd. These spaces provide direct access to the 2nd Floor Large Conference Room of the Civic Center Building 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 2024-11 or send an email to LZappiello@nationalcityca.gov

Sincerely,

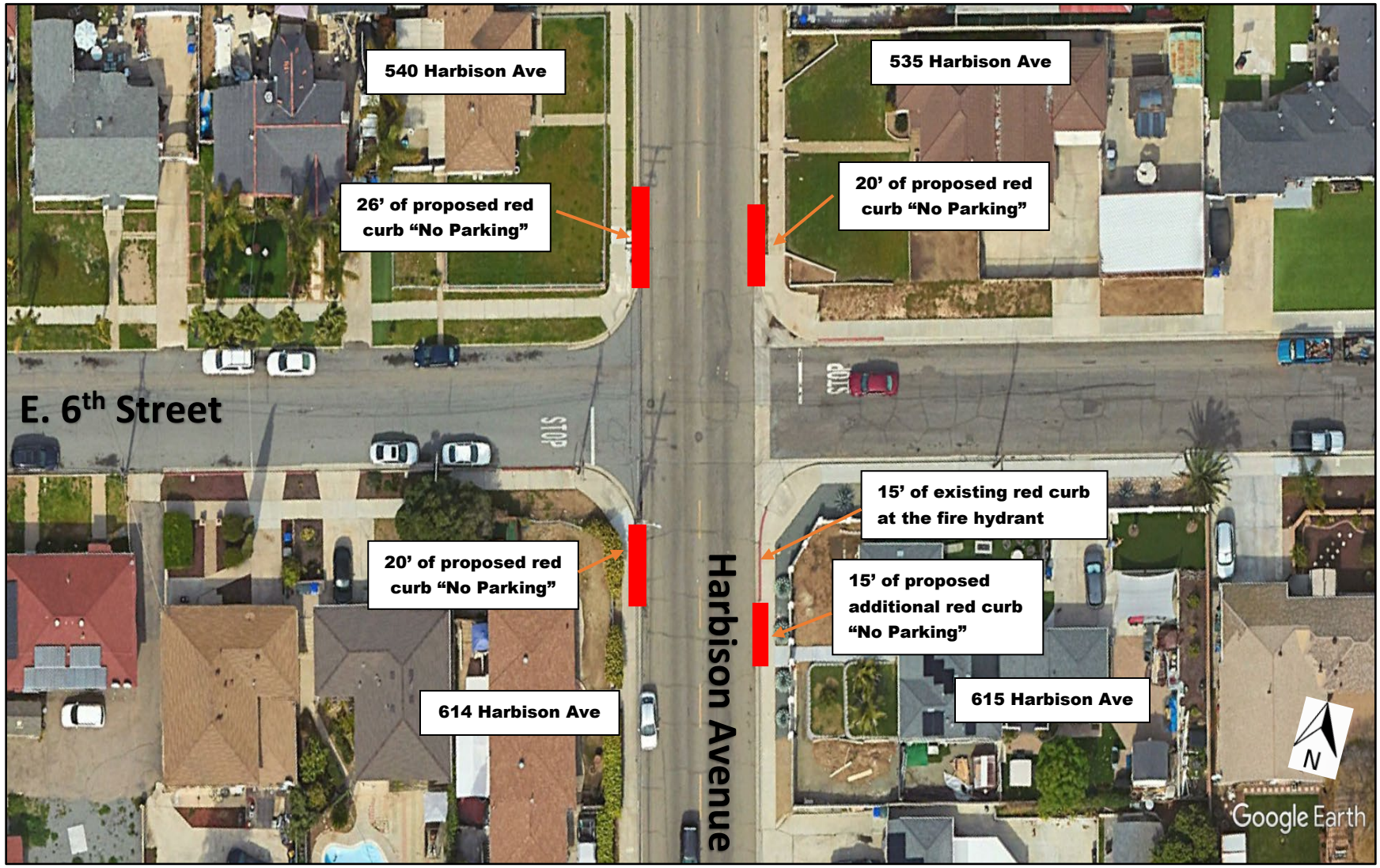
[redacted]

Stephen Manganiello
City Engineer

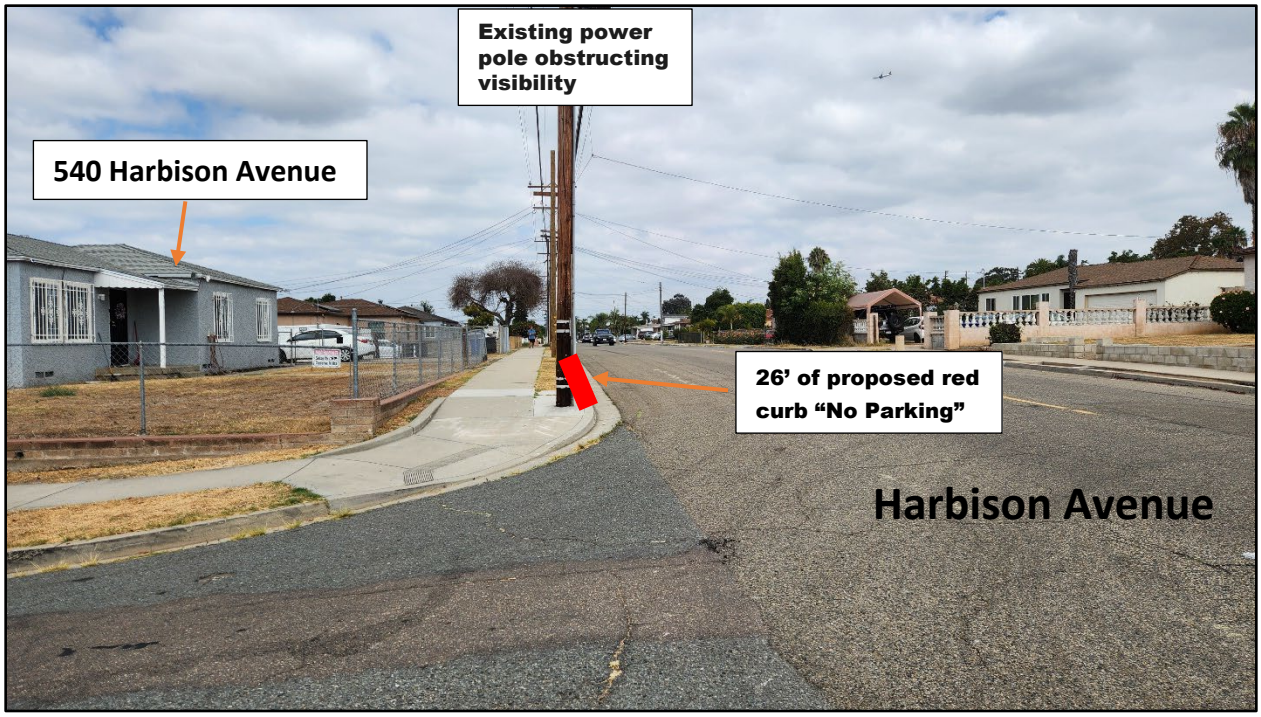
SM:lz

Enclosure: Location Map
2024-11

Location Map with Recommended Enhancements (TSC Item: 2024-11)

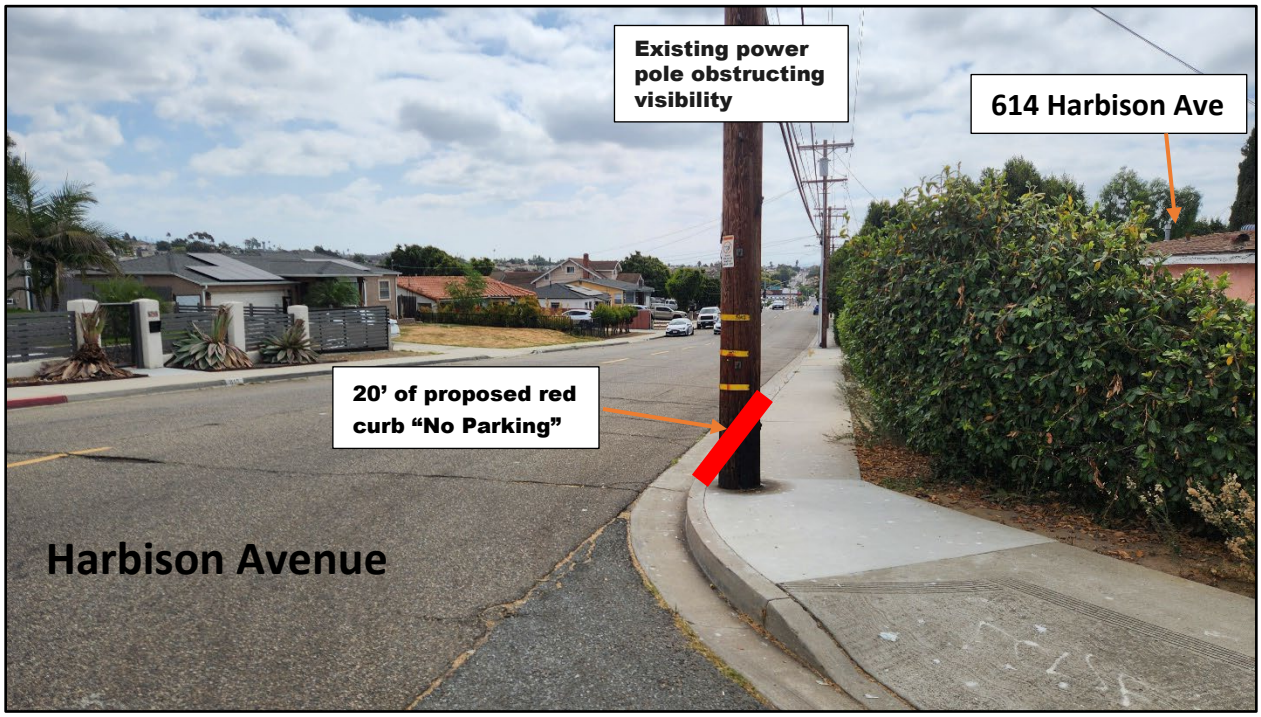


Location of proposed red curb "No Parking" on the north side of E. 6th St, west of Harbison Ave (looking west)



Location of proposed red curb "No Parking" on the north side of E. 16th St, west of Harbison Ave (looking west)

Location of proposed red curb "No Parking" on the south side of E. 6th St, west of Harbison Ave (looking west)



Location of proposed red curb "No Parking" on the south side of E. 6th St, west of Harbison Ave (looking west)

Location of proposed red curb "No Parking" on the north side of E. 6th St, east of Harbison Ave (looking west)

Location of proposed red curb "No Parking" on the south side of E. 6th St, east of Harbison Ave (looking west)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF RED CURB "NO PARKING" AT THE INTERSECTION OF HARBISON AVENUE AND E. 6TH STREET TO IMPROVE VISIBILITY AT THE INTERSECTION.

WHEREAS, Mrs. Pearl Quinones, a resident of 3009 E. 6th Street, has requested the installation of red curb "No Parking" at the intersection of Harbison Avenue and E. 6th Street to improve visibility and enhance safety for vehicles exiting from E. 6th Street onto Harbison Avenue; and

WHEREAS, staff completed a site evaluation and confirmed the following: Harbison Avenue is a two-way collector road with parking on both sides and a posted speed limit of 30 mph; E. 6th Street is a two-way local road with parking on both sides and a posted speed limit of 25 mph; and there is existing red curb "No Parking" at the fire hydrant located on the southeast corner of the intersection; and

WHEREAS, staff also noticed that it is possible that visibility is impacted for some vehicles traveling eastbound as they exit E. 6th Street onto Harbison due to the electrical power poles located on the northwest and southwest corners of the intersection and, in addition, that when vehicles park too close to the corners on Harbison Avenue at the intersection, the visibility for vehicles exiting E. 6th Street onto Harbison Avenue may be partially obstructed; and

WHEREAS, staff reviewed the traffic collision history for this intersection, which showed that there have been no traffic collisions in the past four years; and

WHEREAS, this item was presented to the Traffic Safety Committee on October 9, 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 1) install 26 feet of red curb "No Parking" on the west side of Harbison Avenue, north of E. 6th Street; 2) install 20 feet of red curb "No Parking" on the east side of Harbison Avenue, north of E. 6th Street; 3) install 20 feet of red curb "No Parking" on the west side of Harbison Avenue, south of E. 6th Street; and 4) install 15 feet of red curb "No Parking" on the east side of Harbison Avenue, south of E. 6th Street, to extend the existing 15 feet of red curb at the fire hydrant for a total of 30 feet of red curb; 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 red curb "No Parking" at the intersection of Harbison Avenue and E. 6th Street to improve visibility at the intersection.

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 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: Engineering & Public Works
Prepared by: Carlos Perdomo, Engineering Technician
Meeting Date: Tuesday, December 3, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Request To Install Two (2) Parallel "30-Minute" Parking Spaces in Front of V&P Wholesale Warehouse Located at 108 W. 18th Street to Increase Parking Turnover for Customers

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of Two Parallel "30-Minute" Parking Spaces in Front of V&P Wholesale Warehouse Located at 108 W. 18th Street to Increase Parking Turnover for Customers."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The Traffic Safety Committee unanimously approved staff's recommendation for the installation of two green curb "30-MInute" parking spaces with signage in front of the business located at 108 W. 18th Street at the October 9, 2024 meeting.

EXPLANATION:
Mr. Francisco Garcia, owner of VP Resale Warehouse, located at 108 West 18th Street, has requested the installation of two limited parking spaces in front of the business. Mr. Francisco Garcia stated that the unrestricted parking spaces currently located in front of the property are frequently occupied by vehicles all day, and customers have trouble finding parking near his business. According to Mr. Garcia, the conversion from unrestricted parking to "30-minute" parking will provide customers ample time to shop at the business and increase parking turnover for customers.

Staff visited the site and confirmed that the retail warehouse is located on West 18th Street. West 18th Street is a 2-lane local roadway with parallel unrestricted parking on both sides of the street. Staff confirmed that the commercial building where the business is located offers only one off-street parking space for a disabled person, and the on-street parking is heavily impacted. Adjacent to the business, on W. 18th Street, there are approximately 33 feet, equal to one (1) parking space of unrestricted parking available east of the driveway located on the north side of the property facing W. 18th Street, and approximately 28 feet, equal to one (1) parking space of unrestricted parking available west of the said driveway.

Staff sent notification letters to the applicant, inviting Mr. Garcia to the Traffic Safety Committee Meeting and/or contact staff with any questions.

This item was presented to the Traffic Safety Committee on October 9, 2024. No individuals were in attendance to speak on this item.

Staff presented the results of the site evaluation to the Traffic Safety Committee, and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install two

green curb “30-MInute" parking spaces with signage in front of the business located at 108 W. 18th Street.

It shall be noted that per National City Municipal Code Section 11.32.190 - Curb Markings, Green curb parking zones allow for stopping, standing or parking for no longer than fifteen or thirty minutes, as marked or signed. The parking restriction is valid any time between 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays, unless otherwise indicated on posted signage.

If approved by City Council, all work will be performed by City Public Works staff.

FINANCIAL STATEMENT:
The cost to install the time-limited parking signage and curb markings will be borne by the City as it is the City’s policy to assume the cost of performing this type of work on public streets. Funding is available within the Engineering & Public Works Department, Streets & Wastewater Division’s Maintenance & Operations budget to provide this service.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Location Map
Exhibit B – Staff Report to the Traffic Safety Committee on October 9, 2024 (TSC No. 2024-08)
Exhibit C – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2024-08)

NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR OCTOBER 9, 2024

ITEM NO. 2024-08

ITEM TITLE: **REQUEST TO INSTALL TWO (2) PARALLEL "30-MINUTE" PARKING SPACES IN FRONT OF V&P WHOLESALE WAREHOUSE LOCATED AT 108 W 18TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS**

PREPARED BY: Carlos Perdomo, Engineering Technician
Engineering & Public Works Department

DISCUSSION:

Mr. Francisco Garcia, owner of VP Resale Warehouse, located at 108 West 18th Street, has requested the installation of two limited parking spaces in front of the business. Mr. Francisco Garcia stated that the unrestricted parking spaces currently located in front of the property are frequently occupied by vehicles all day and customers have trouble finding parking near his business. According Mr. Garcia, the conversion from unrestricted parking to "30-minute" parking will provide customers ample time to shop at the business and increase parking turnover for customers.

Staff visited the site and confirmed that the retail warehouse is located on West 18th Street. West 18th Street is a 2-lane local roadway with parallel unrestricted parking on both sides of the street. Staff confirmed that the business has a driveway that can accommodate one disabled person vehicle. Staff confirmed that the commercial building where the business is located offers only one off-street parking space for a disabled person, and the on-street parking is heavily impacted. Adjacent the business, on W. 18th Street, there are approximately 33 feet, equal to one (1) parking space of unrestricted parking available east of the driveway located on the north side of the property facing W. 18th Street and approximately 28 feet, equal to one (1) parking space of unrestricted parking available west of the said driveway.

It shall be noted that per National City Municipal Code Section 11.32.190 - Curb Markings, Green curb parking zones allow for stopping, standing or parking for no longer than fifteen or thirty minutes, as marked or signed. The parking restriction is valid any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on posted signage.

STAFF RECOMMENDATION:

Based on evaluation of existing conditions, staff recommends the installation of two (2) parallel "30-minute" parking spaces on the south side of W. 18th Street, in front of 108 W. 18th Street, in order to increase parking turnover for customers.

If the request receives final approval, the staff recommends requiring the resident to pay for the work performed by Public Works since it will benefit the single business.

EXHIBITS:

1. Public Notice
2. Location Map
3. Photos

October 2, 2024

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2024-08

REQUEST TO INSTALL ONE (1) LIMITED PARALLEL PARKING SPACE IN FRONT OF V&P WHOLESALE WAREHOUSE LOCATED AT 108 W 18TH ST TO INCREASE PARKING TURNOVER FOR CUSTOMERS

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, October 9, 2024, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center, 1243 National City Blvd., 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

Please note that there are two disabled persons parking spaces on the east side of National City Blvd. that provide direct access to the 2nd Floor of the Civic Center via a pedestrian bridge.

If you have any questions, comments, or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2024-08.

[redacted]

Stephen Manganiello
City Engineer

SM:ch

Enclosure: Location Map

2024-08

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2024-08)

Site Photos

108 W 18th St

Location of Proposed Two (2) Limited Parking Spaces (looking southwest)

Location of Proposed Two (2) Limited Parking Spaces (looking northwest)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF TWO PARALLEL "30-MINUTE" PARKING SPACES IN FRONT OF V&P WHOLESALE WAREHOUSE LOCATED AT 108 W. 18TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS.

WHEREAS, Mr. Francisco Garcia, owner of V&P Wholesale Warehouse, located at 108 West 18th Street, has requested the installation of two limited parking spaces in front of the business to increase parking turnover for customers; and

WHEREAS, Mr. Garcia stated that the unrestricted parking spaces currently located in front of the property are frequently occupied by vehicles all day, and customers have trouble finding parking near his business; and

WHEREAS, according to Mr. Garcia, the conversion from unrestricted parking to "30-minute" parking will provide customers ample time to shop at the business while also increasing parking turnover for customers; and

WHEREAS, staff visited the site and confirmed that the commercial building where the business is located, on West 18th Street, offers only one off-street parking space for a disabled person, and the on-street parking is heavily impacted; and

WHEREAS, West 18th Street is a 2-lane local roadway with parallel unrestricted parking on both sides of the street; and

WHEREAS, adjacent to the business, on West 18th Street, there are approximately 33 feet, equal to one (1) parking space, of unrestricted parking available east of the driveway located on the north side of the property facing West 18th Street, and approximately 28 feet, equal to one (1) parking space, of unrestricted parking available west of the said driveway; and

WHEREAS, this item was presented to the Traffic Safety Committee on October 9, 2024; and

WHEREAS, staff sent a notice to the applicant, Mr. Garcia, inviting him to attend the Traffic Safety Committee Meeting and/or 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 two green curb "30-MInute" parking spaces with signage in front of the business located at 108 W 18th 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, National City Municipal Code section 11.32.190 authorizes the City Engineer to designate and for the Director pf Public Works to install curb markings to indicate parking or standing regulations, including green curbs which prohibits stopping, standing, or parking for

longer than fifteen or thirty minutes, as marked or signed, on the days and between the times posted; 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 two parallel "30-Minute" Parking Spaces in front of V&P Wholesale Warehouse located at 108 W. 18th Street to increase parking turnover for customers.

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 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: **Planning**
Prepared by: **Martin Reeder, AICP – Asst. Director of Community Development**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Resolution of the City Council of the City of National City Acknowledging Receipt of a California Coastal Commission Resolution of Certification of the City's Local Coastal Plan Amendment Related to the Balanced Plan, Including Suggested Modifications.

RECOMMENDATION:
Adopt the Resolution

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The City Council approved the Local Coastal Plan (LCP) Amendment in March of 2023. The California Coastal Commission certified the LCPA in August of 2024 with suggested modifications as discussed in the report.

EXPLANATION:
The Coastal Commission approved the City's LCP amendment with suggested modifications that update the plan to provide clarity and affirmative language to ensure consistency with the Chapter 3 policies of the Coastal Act in regard to marine-dependent uses, public access and recreation, visual resources, and coastal hazards; add policies requiring lower cost options in new overnight accommodation developments or mitigation for new development that does not provide lower cost options, and replacement of future lower cost hotel rooms at a 1:1 ratio; incorporate revisions previously certified by the Commission in LCP amendment No. 1-98A and revisions proposed by the City following coordination with Commission staff.

Before the LCP amendment can become effectively certified, the Coastal Commission Executive Director must determine that implementation of the approved amendment will be consistent with the Commission's certification order. This is necessary because the amendment was certified with suggested modifications. In order for the Executive Director to make this determination, the City Council must formally acknowledge receipt of the Commission's resolution of certification, including any terms or suggested modifications, and take any formal action which is required to satisfy them, such as revised plan policies, rezoning, or other ordinance revisions.

This certification must also include production of new LCP text and figures demonstrating that the amendment (see Exhibit B), as approved by the Commission and accepted by the City, will be

incorporated into the City's certified Local Coastal Program immediately upon concurrence by the Commission of the Executive Director's determination.

Once this final step has been taken, work on Phase 2 of the LCP update (Implementation Plan) will commence, with an expected hearing date next summer.

FINANCIAL STATEMENT:
There is no budgetary impact at this time, but certification of the Coastal Commission action will help realize the potential of the amended LCP, which will have a positive impact in future years as development that the LCP permits moves forward.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
The Balanced Plan Environmental Impact Report on which the LCPA was based was certified by the San Diego Unified Port District in November 2022. The City Council accepted the EIR Findings and adopted the associated Mitigation Monitoring and Report Program.

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 – Adopted LCP Land Use Plan with Coastal Commission Modifications

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A CALIFORNIA COASTAL COMMISSION RESOLUTION OF CERTIFICATION OF THE CITY'S LOCAL COASTAL PLAN AMENDMENT RELATED TO THE BALANCED PLAN, INCLUDING SUGGESTED MODIFICATIONS AS ADOPTED BY THE COMMISSION.

WHEREAS, Section 30500 of the California Public Resources Code requires each county and city to prepare a Local Coastal Program ("LCP") for that portion of the coastal zone within its jurisdiction; and,

WHEREAS, the City of National City did adopt its LCP by City Council Resolution No.15,614 May 10, 1988 and said LCP was certified by the California Coastal Commission on April 14, 1988; and,

WHEREAS, the City has amended the LCP most recently by adoption of Resolution No. 2023-34 on April 4, 2023 and said LCP amendment was certified by the California Coastal Commission on August 8, 2024 with suggested modifications; and,

WHEREAS, the City must formally acknowledge receipt of the Commission's resolution of certification, including any terms or suggested modifcations and take any formal action which is required to satisfy any terms or suggested modifcations; and,

WHEREAS, staff has amended the Local Coastal Program Land Use Plan to include the suggested modifications proposed by the Coastal Commission, which has been reviewed and agreed to by the City Council; and,

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

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City, California, that the City does formally acknowledge receipt of the Commission's resolution of certification, including their suggested modifcations, and has taken formal action through adoption of this resolution to agree to said suggested modifcations, including incorporation into the City's certified Local Coastal Program.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 3rd day of December, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

NATIONAL CITY LOCAL COASTAL PROGRAM

LAND USE PLAN

Prepared By
George S. Nolte & Associates, 1981,
And updated by the City of National City, 1988

Adopted by City Council Resolution No. 15,614
May 10, 1988

Amended by:

Resolution No. 91-60, April 2, 1991

Resolution No. 93 -26, March 2, 1993

Resolution No. 96-145, September 10, 1996

Resolution No. 96-177, December 17, 1996

Resolution No. 97-53, May 6, 1997

Certified by the California Coastal Commission
April 14, 1988
July 16, 1991
June 10, 1993
July 10, 1997
August 8, 2024

This document was prepared with financial assistance from the Office of Coastal Zone Management, National Oceanic and Atmospheric Administration, under the provisions of the Federal Coastal Zone Management Act of 1972, as amended, and from the California Coastal Commission under the provisions of the Coastal Act of 1976.

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Appendix I	California Coastal Act - Chapter 3 Policies
Appendix II	Biological Resources of Paradise Marsh (RECON)
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Appendix IV	City Standards for Building Aesthetics and Materials, Height, Signing and Landscaping.

EXECUTIVE SUMMARY

BACKGROUND

Public access, resource protection, and protection of maritime related industries in the Coastal Zone were significantly enhanced with the passage of the California Coastal Zone Conservation Act by the voters of California in November 1972. Subsequent required changes to the Act now include environmental justice and climate change as impacts to be mitigated. The City of National City and its Coastal Zone is an area where the community has long been impacted by toxic air pollutants that are largely attributed to maritime industrial-related operations. The community has had few opportunities to access the bay and yet is the most impacted by airborne pollutants. From 2007 to 2022 the Port of San Diego, the City of National City, the community, and Port tenants worked collectively to develop a balanced plan that would serve as the basis for creating enhanced public access and recreational opportunities while protecting maritime-related industries. In November 2022 the Port of San Diego certified the Balanced Plan Environmental Impact Report, which reflected several land use changes within the Port Master Plan. Because of that action the City is now amending the Local Coastal Plan portion of its Local Coastal Program (LCP) to reflect the approval of the Balanced Plan. The Balanced Plan Local Coastal Plan Amendment (LCPA) is the first phase of a multi-phased LCPA process which will update the entire LCP to reflect changes in the Coastal Act, update background information, and make necessary corrections throughout the document. The City intends to provide the California Coastal Commission (Commission) with a comprehensive LCP update, now estimated for fiscal year 2023/2024.

The City's 2022 LCPA is in keeping with the declaration of the state legislature in adopting the Coastal Act of 1976 was that the Coastal Zone is a distinct and valuable resource of vital and enduring interest to all people. The basic objectives of the Coastal Act are to achieve the following:

> "Protect, maintain, and where feasible, enhance and restore the overall quality of the Coastal Zone environment and its natural and man-made resources.
>
> "Assure orderly, balanced utilization and conservation of Coastal Zone resources taking into account the social and economic needs of the people of the state.
>
> "Maximize public access to and along the coast and maximize public recreational opportunities in the Coastal Zone consistent with sound resource conservation principles and constitutionally protected rights of private property owners.
>
> "Assure priority for coastal-dependent and coastal related development over other development on the coast. (Amended by Cal. Stats. 1979, Ch. 1090)
>
> "Encourage state and local initiatives and cooperation in preparing procedures to implement coordinated planning and development of mutually beneficial uses, including educational uses, in the Coastal Zone."

In 2015 the Commission adopted a Sea Level Rise policy that considers new development applications that may be adversely impacted from the effects of climate change. Unlike many

coastal cities, National City does not have many residential properties within its Coastal Zone jurisdiction. Most of the area is zoned Medium Manufacturing, which does not permit new residential construction Accordingly, methods and mitigation measures that would typically include retreat policies, development exclusion zones, and minimizing the armoring of the coastline have little application to the City. However, areas that are near the Sweetwater Marsh, that have not been previously developed, maybe required to increase the elevations of any new building or other appropriate mitigation measures described in the Balanced Plan Final Environmental Impact Report of 2022.

In 2019 the Coastal Commission adopted an Environmental Justice Policy that recognizes that marginalized populations have been subjected to discriminatory land use practices that have precluded access to affordable recreational assets along the coastline. These communities have also been disproportionately impacted by pollution. The City of National City is an environmental justice community with its residents long subjected to toxic air pollutants from Port operations and a lack of access to lower cost recreational facilities along the bay. In large part, the Balanced Plan project is directed at expanded access to the bay, providing affordable recreational amenities, and creating well-paying jobs. While there is much work to be done, the Balanced Plan provides the framework addressing the goals of the Commission's Environmental Justice Policy.

The implementation of the Coastal Act is predicated upon the involvement of local government. The Act declares that "to achieve maximum responsiveness to local conditions, accountability and public accessibility, it is necessary to rely heavily on local government and local land use planning procedures and enforcement." To this end, the Act directs each local government within the coastal zone to prepare a Local Coastal Program (LCP). An LCP consists of a local government's land use plans, zoning ordinances, zoning district maps, and implementing actions which implement the provisions and policies of the Coastal Act at the local level.

During preparation of a Local Coastal program, local governments should coordinate planning with affected local, regional, state, and federal agencies, and provide the maximum opportunity for public participation. Under the Coastal Act, the responsibility for ensuring meaningful public participation rests with both the Coastal Commission and local government; however, the local government retains the primary responsibility for involving the public in the actual planning process.

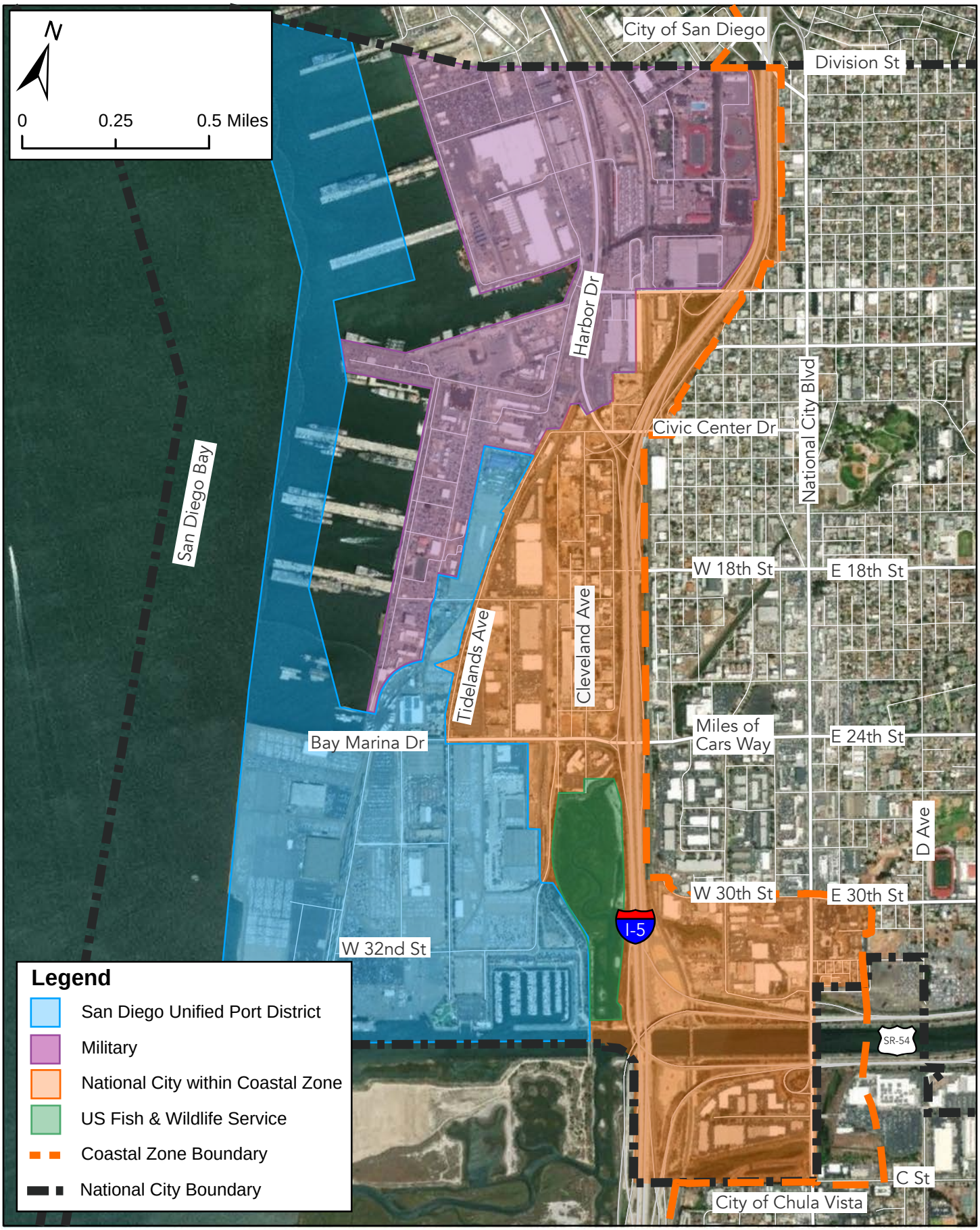
After the LCP has been reviewed and approved by the local government, it is then submitted to the State Coastal Commission for review. In certifying the land use plan, the Commission must find that the plan conforms to Chapter 3 of the Coastal Act, and contains the required public access component. The zoning and implementing ordinances are then reviewed to determine conformance with the approved land use plan. Once the land use plan and implementing ordinances have been certified, the review authority for new development within the Coastal Zone will revert from the Coastal Commission to local government. The local government in issuing coastal development permits must then make the finding that the development is in conformity with the approved LCP.

The Coastal Zone of National City includes all the area west of I-5, and a small area east of I-5 south of 30th Street. However, the Coastal Zone is controlled by three separate governmental agencies: the San Diego Unified Port District, the United States Navy, and the City of National

City. The Port District has jurisdiction over all of the state tidelands bayward of the adjudicated mean high tide line, approximately 250 acres of land area and any property acquired by the Port and approved by the State Lands Commission (See Figure 1). The Port District's jurisdiction also includes an isolated parcel of tidelands which is located in the salt flats south of Chula Vista that is connected to National City by a 300-foot wide corridor through San Diego Bay. The Port District submitted its Master Plan to the Coastal Commission and it was conditionally approved in October, 1980. The plan has been amended several times since then. Under the jurisdiction of the United States Navy is approximately 300 acres and 8,300 lineal feet of bay frontage. Federal lands are under the jurisdiction of the Federal Coastal Zone Management Act, which states that military lands shall comply with coastal planning to the extent that national security is not imperiled. The Coastal Zone area over which National City retains jurisdiction totals approximately 575 acres, and is bounded by the U.S. Navy lands to the north, and the Chula Vista Bayfront to the south.

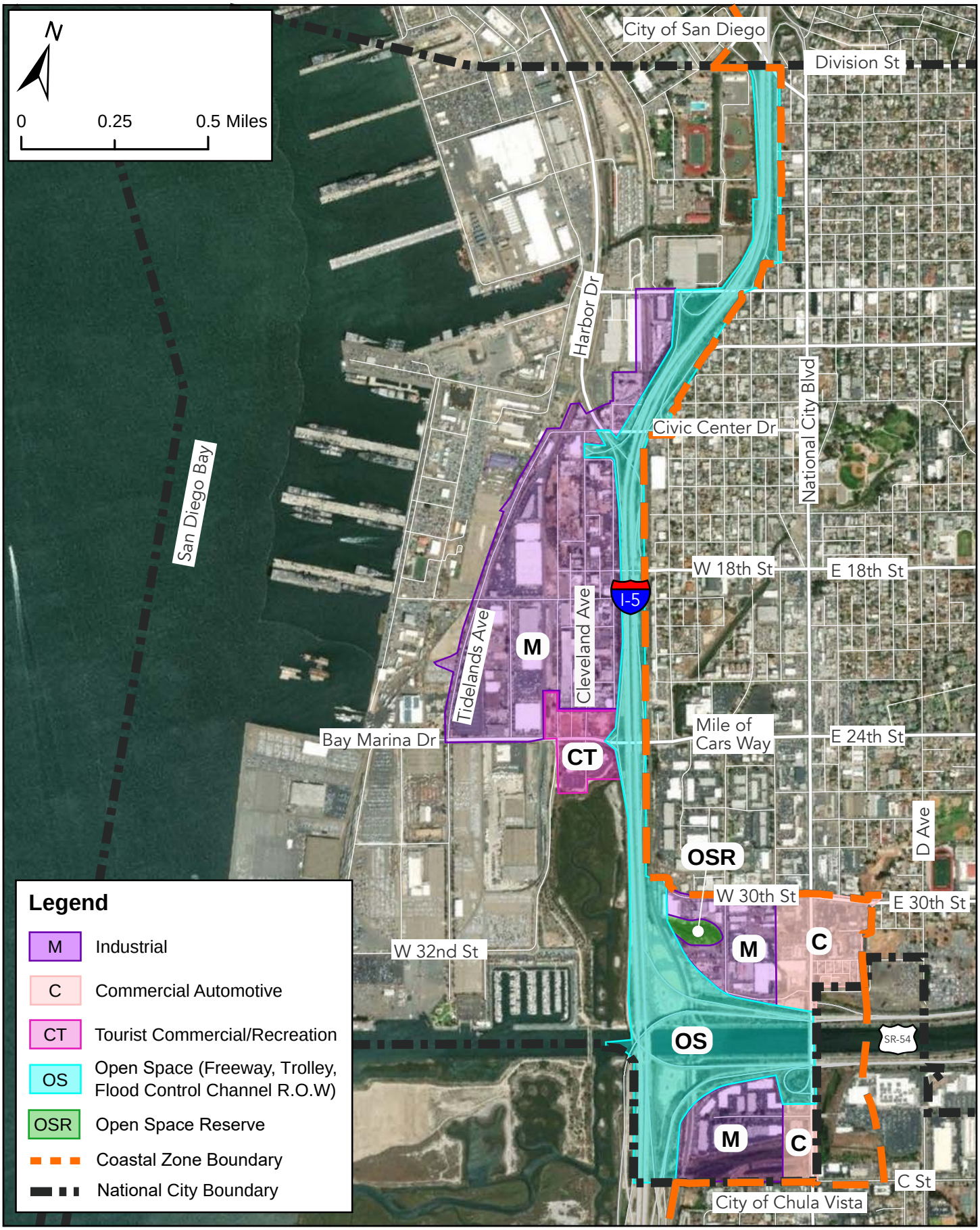
The purpose of the Land Use Plan of National City's LCP is to provide technical background information, policy recommendations, and a land use plan map (See Figure 2). The substantive areas of discussion, as directed by the work program approved by the Coastal Commission, are public access, recreation, marsh preservation, visual resources, industrial development, and environmental hazards. The City's LCP is now revised to include a new section of a plan prepared in conjunction with the San Diego Unified Port District (District) referred herein as the Balanced Plan. The Balanced Plan preserves all applicable HDSAP public access and resource protection policies. Each of the above issue areas is discussed and evaluated as to existing conditions and existing planning and zoning regulations. This discussion is then followed by a more in-depth analysis of planning issues and their applicability to Coastal Act policies and Coastal Commission guidelines. Each discussion category is concluded with appropriate policy recommendations.

A listing of those recommendations is presented in the "POLICY RECOMMENDATION" at the end of each chapter.



National City Political Jurisdictions Map

Figure 1



National City Land Use Plan

Figure 2

THE BALANCED PLAN

OVERVIEW

The City of National City (City), in conjunction with the San Diego Unified Port District (District), GB Capital Holdings (GB Capital), District tenants, and Pasha Automotive Services (Pasha) have been working together to propose a mixed-use recreational and maritime industrial project that includes both landside and waterside development components on approximately 58 landside acres and 19 waterside acres in the City's waterfront area. This project is collectively referred to as the "Balanced Plan" and is intended to be mutually beneficial to the region. It is geographically located within the jurisdictional boundaries of the City and the District.

Specifically, the Balanced Plan includes the following main components within the City's jurisdiction, which are addressed in detail later in this section:

- Amendments to the City's LCP, General Plan, and Land Use Code (LUC), that would include changes to the City's and District's jurisdictional boundaries due to District land purchases; changes to subarea boundaries; and changes to land use, specific plan, and zone designations
- Removal of approximately 12.4 acres within the Balanced Plan area, located mostly on the GB Capital site east of the mean high tide line and owned in fee by the District, from the City's General Plan, LCP, and LUC to reflect changes in land use and jurisdictional authority.
- Construction and operation of a new segment of the Bayshore Bikeway

The Balanced Plan also includes a number of development components located within the jurisdiction of the District which are integral to the overall development of the waterfront and marina area. However, as a function of State law under the Unified Port District Act ("Act") the City has no land use authority over lands acquired by the District and as a result are no longer addressed in the City's LCP. Per the requirements of the Act and the California Coastal Act, all District development components are addressed in the District's Port Master Plan Amendment. Changes within the District's jurisdiction include the following and are presented for informational purposes:

- Changes to land and water use designations in the District's Port Master Plan (PMP).

- Construction and operation of a recreational vehicle (RV) park, modular cabins, dry boat storage, an expanded marina, and up to four hotels, primarily within the District's jurisdiction within lands leased to GB Capital.

- The expansion of Pepper Park from 5.2 acres to 7.7 acres to increase park space and recreational opportunities for the community.

- Construction and operation of a rail connector track and storage track within the District's jurisdiction to serve the Pasha Group's maritime operations at the National City Marine Terminal.

- Closure of Tidelands Avenue between Bay Marina Drive and 32nd Street, as well as West

28th Street between Tidelands Avenue and Quay Avenue, within the District's and City's jurisdictions, and re-designation of the area to Marine-Related Industrial in the District's PMP.

- Construction and operation of Segment 5 of the Bayshore Bikeway within the District's jurisdiction in coordination with the bikeway sections located in the City's jurisdiction.

- Construction and operation of hotel, restaurant, retail, and/or a combination of tourist/visitor serving commercial development north of Bay Marina Drive

- PMP Amendment (PMPA) to clarify jurisdictional land use authority, re-designate land uses, and balance commercial and maritime uses.

HARBOR DISTRICT SPECIFIC AREA PLAN (HDSAP)

The HDSAP was adopted by the City Council on July 28, 1998 and was certified by California Coastal Commission November 5, 1998. At that time, the HDSAP was intended to be a resource-based, environmental implementation plan to establish site-specific conservation and development standards in the OSR (Open Space Reserve), CT (Tourist Commercial), MM (Medium Manufacturing), and OS (Open Space) districts. No land use changes or specific development were included, however. Since 1998, the HDSAP has been implemented and no longer relevant given the changes in jurisdictional boundaries between the District and the City and, hence, the HDSAP will be replaced by the Balance Plan in the following manner:

- The Balanced Plan includes the removal of approximately 12.4 acres located mostly on the GB Capital site east of the mean high tide line and owned in fee by the District (Subareas B-1 and B-2). Because this land is no longer in the City's jurisdiction, it is eliminated from the City's General Plan, LCP, and LUC to reflect changes jurisdictional authority.

- HDSAP Subarea A, approximately 8.3 acres, has already been developed with the Marina Gateway project, consistent with the HDSAP.
- HDSAP Subarea B-3 is being utilized as a buffer to the Paradise Marsh, public access, the Bayshore Bikeway, and for utility corridor, including SDG&E transmission towers. Additionally, the U.S. Fish and Wildlife Service has an easement providing access to the Paradise Marsh and the D Street Fill, located just south of the site.

- HDSAP Subarea C proposed the Harrison Avenue Public Access Corridor which has been completed.

- HDSAP Subarea D, a 3,500-foot-long segment of filled land, which lies between the I-5 freeway and the Paradise Marsh, has been restored with native landscaping, consistent with the HDSAP.

- The Paradise Marsh unit of the Sweetwater Marsh National Wildlife Refuge is federally owned, operated, and managed and is no longer under National City Coastal Development authority.

- In 2008, Pier 32 Marina, entirely located within the District's jurisdiction, opened to the public and provided increased public access and public views to the water, consistent with the HDSAP.

Because the HDASP was adopted as a City specific plan certified by the Coastal Commission separately from the City's LCP, the City must embark on a subsequent planning process to implement changes to the HDASP. As part of the three-phased LCP update process agreed to by the Commission it is the City's intent to incorporate applicable HDSAP coastal policies into the LUP and Implementation Plan as part of implementation of the Balanced Plan LCPA. This process would require future Coastal Commission certification.

BALANCED PLAN-CITY PROGRAM

Land Use Changes

The City Program is an integral component of the overall Balanced Plan. Development on the Balanced Plan City Program would not be subject to the Public Trust, but it would be within the California Coastal Zone and the City's LCP area. As previously discussed, the City Program would require amendments to the City's General Plan, LUC, and LCP. The general components of the Balanced Plan are shown in Figure 3. Balanced Plan components that are within the jurisdiction of the Port District are show for illustrative purposes only.

Because the Harbor District Area Specific Plan (HDSAP) is the certified Implementation Plan for a large portion of the land that is subject to the Balanced Plan, the City's general Implementation Plan (IP) will need to be updated to include the relevant policies from the HDASP at a future date. This is due to the fact that much of the HDSAP has been implemented and no longer relevant in addition to the changes in jurisdictional boundaries between the District and the City.

The City Program proposes amendments to the City's General Plan, LCP, and LUC for five City-owned parcels located north of Bay Marina Drive, which will be done as part of a future phase of the LCP update process. See Figure 4. Parcels 1 through 6 are owned by the City and compose two complete blocks between Bay Marina Drive to the south, West 23rd Street to the north, Marina Way (formerly Harrison Avenue) to the west, and I-5 to the east. The City proposes to rezone Parcels 1, 2, 3, 5 ,and 6 from MM (Medium Industrial) to CT which could allow these parcels to be developed with hotel, restaurant, retail, and/or some combination of tourist-/visitor-serving commercial uses. The CT zone currently allows a floor area ratio (FAR) of up to 1.0, with no height limit; however, as part of the Balanced Plan, the FAR will increase to 2.0. The maximum allowable development with a FAR of 2.0 would be approximately 254,782 square feet of floor area. The proposed 2.0 FAR would allow for the development of desired land uses that require substantial floor areas such as hotels which would be of economic benefit to the City and provide opportunities for increased public access to the City's marina area. All applicable Coastal Act standards for viewsheds, public access, and resource protection will be incorporated into the implementation of these land use changes. Development standards such as the parking requirement and landscaping would be based on the specific uses permitted in the CT zone at such time as future development is proposed.

Additionally, there are two easements along the wetlands; one is owned by SDG&E and the other provides access to the US Fish and Wildlife Service Refuge and is operated by the Service. These easements are located directly east of the Pier 32 Marina and across the Sweetwater Channel and terminating at the wildlife refuge. With the removal of the South Bay Power Plant in Chula Vista, the SDG&E easement area may provide additional recreation opportunities under and enhance opportunities to meet the goals of the Balanced Plan. This area could serve as parking or overnight accommodations or other development that would enhance the marina environment. Such uses would be required, as part of the CEQA environmental review process, to fully mitigate any biological impacts to adjoining habitats or to protect other coastal resources.

The remaining Parcels 4 and 7 are currently zoned CT and will remain so. Parcel 7 (approximately 1.2 acres), owned by the City and leased to the San Diego Railway Association, is at the northwest corner of Bay Marina Drive and Marina Way. The historic Santa Fe Rail Depot is on this parcel, and no new development is proposed on this parcel. No other City land use changes or development are currently proposed as part of the Balanced Plan.

Coastal Resources and Environmental Protection

It is the City's policy that all development within its Coastal Zone fully comply with all applicable Coastal Act and LCP policies. With respect to the Balanced Plan, the City shall further ensure that all future development within the Balanced Plan comply with all applicable mitigation measures as identified in the Port District's Balanced Plan Environmental Impact Report as certified by the Port District's Board of Port Commissioners on November 16, 2022 and as adopted by the National City City Council on April 4, 2023. These mitigation measures address the following array of potential environmental effects:

- Aesthetics and Visual Resources
- Air Quality and Health Risk
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions and Climate Change
- Hazards and Hazardous Materials
- Land Use and Planning
- Utilities and Service Systems

The mitigation measures for these effects are described in the Mitigation Monitoring and Reporting Program (MMRP) which was approved by the National City City Council via Resolution No. 2023-33 on April 4, 2023. The MMRP is incorporated by reference into this LCP. All mitigations described therein which are applicable to the City's portion of the Balanced Plan will be included in the Balanced Plan project review and approval process for changes made to the project(s), or conditions of approval, which will be adopted in order to mitigate or avoid significant effects on the environment and to monitor performance of the mitigation measures. These mitigation measures will further complement the project compliance with applicable Coastal Act and LCP policies.

City/District Jurisdictional Changes

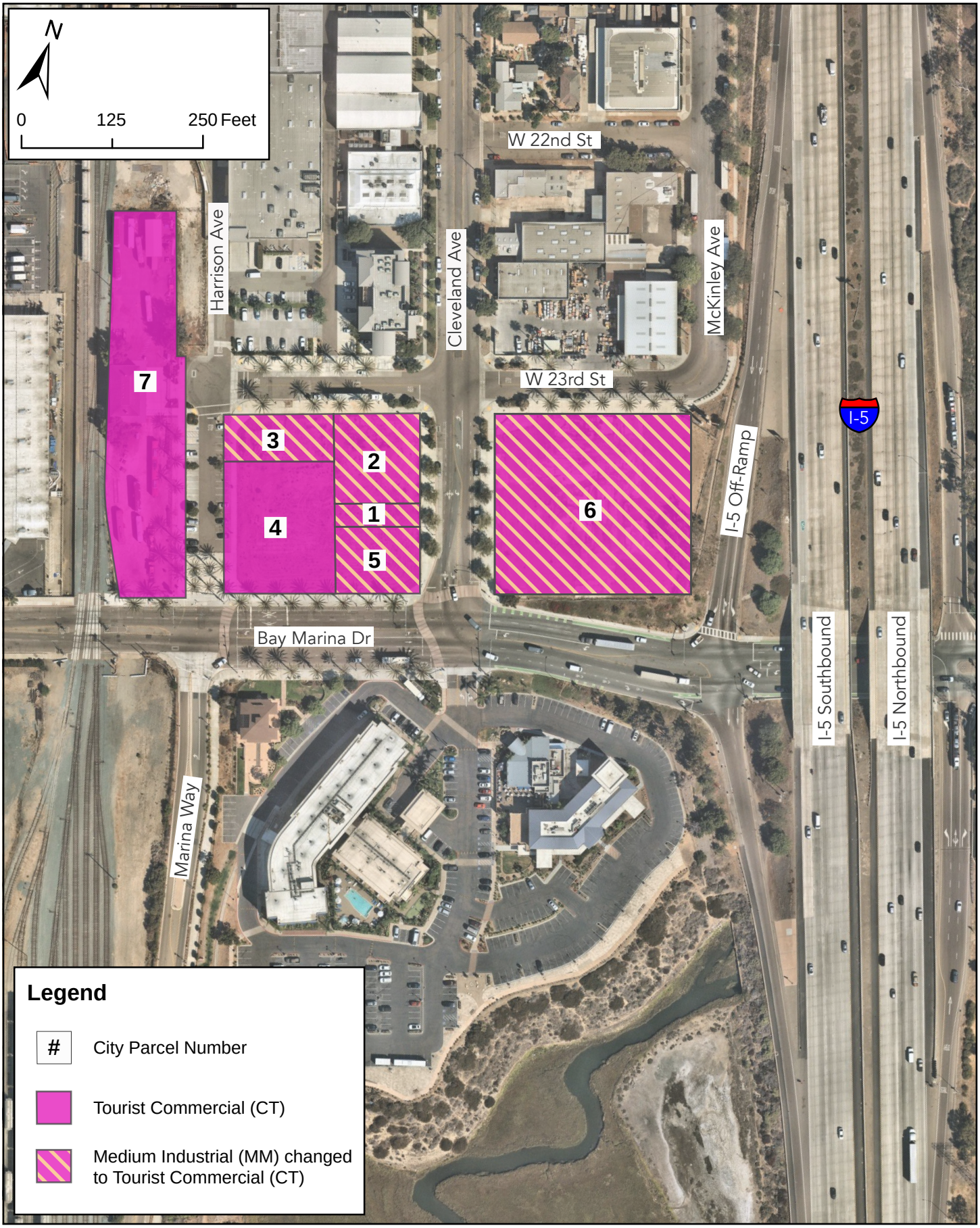
The Balanced Plan proposes the removal of approximately 12.4 acres within the Balanced Plan area, located mostly on the current day GB Capital leasehold east of the mean high tide line and on land now owned in fee by the District, from the City's General Plan, LCP, and LUC to reflect changes in land use and jurisdictional authority. This change will clarify the jurisdictional boundary between the City and the District and will be reflected on all City zoning and General Plan Maps. These lands are not currently regulated by the PMP and this jurisdictional amendment will ensure consistency with the California Coastal Act, Public Trust Doctrine, and Act. The District will amend its PMP map accordingly.

Bayshore Bikeway

As a major goal of the City's original LCP submission, the Bayshore Bikeway is now being realized. The Bayshore Bikeway Segment 5 is generally located on a combination of existing roadways, including Bay Marina Drive, Marina Way (formerly Harrison Avenue), Cleveland Avenue, McKinley Avenue, West 19th Street, Tidelands Avenue, West 14th Street, and Civic Center Drive. Most of the Bayshore Bikeway Component is located within the City's jurisdiction, and the southernmost portion is located within District jurisdiction. This new section of the Bayshore Bikeway is an important component of the 24-mile Bayshore Bikeway that circumnavigates San Diego Bay.

Balance Plan Map
National City and Port of San Diego Components*

Figure 3



City-Owned Parcels
Existing & Proposed Zoning

Figure 4

C+R

POLICY RECOMMENDATION

PUBLIC ACCESS

1. New public shoreline accessways shall be designated to and along Paradise Marsh and the Sweetwater River Channel as generally shown in Figure 5.

2. Public accessways to or near the water shall be provided in conjunction with new development and protected through public access easements or other suitable means of conveyance.

3. In the event that new development is not forthcoming, it is the City's policy to seek the assistance of the Coastal Conservancy, or other appropriate agency, to acquire, plan, and finance public shoreline access.

4. The precise location, design and identification of public accessways shall be consistent, to the maximum degree feasible, with the coastal access standards prepared jointly by the Coastal Commission and the Coastal Conservancy.

5. As indicated in the General Plan, it is the City's policy that the Bay Route Bikeway (now the Bayshore Bikeway) be extended southerly from Bay Marina Drive and Harrison Avenue to the Paradise Marsh and boat launching ramp areas and across Sweetwater River Channel to the Chula Vista Bayfront. It is also the City's policy that additional nature trails and bicycle trails be developed adjacent to the Paradise Marsh to connect to the Bay Route Bikeway and Sweetwater River Flood Control Channel Trail System.

6. Alternative modes of access to National City's Bayfront shall be actively encouraged. Specifically, the trail systems proposed as a part of the Army Corps' Sweetwater River Flood Control Channel project, which would provide linkage from National City's Bayfront to inland areas, are supported.

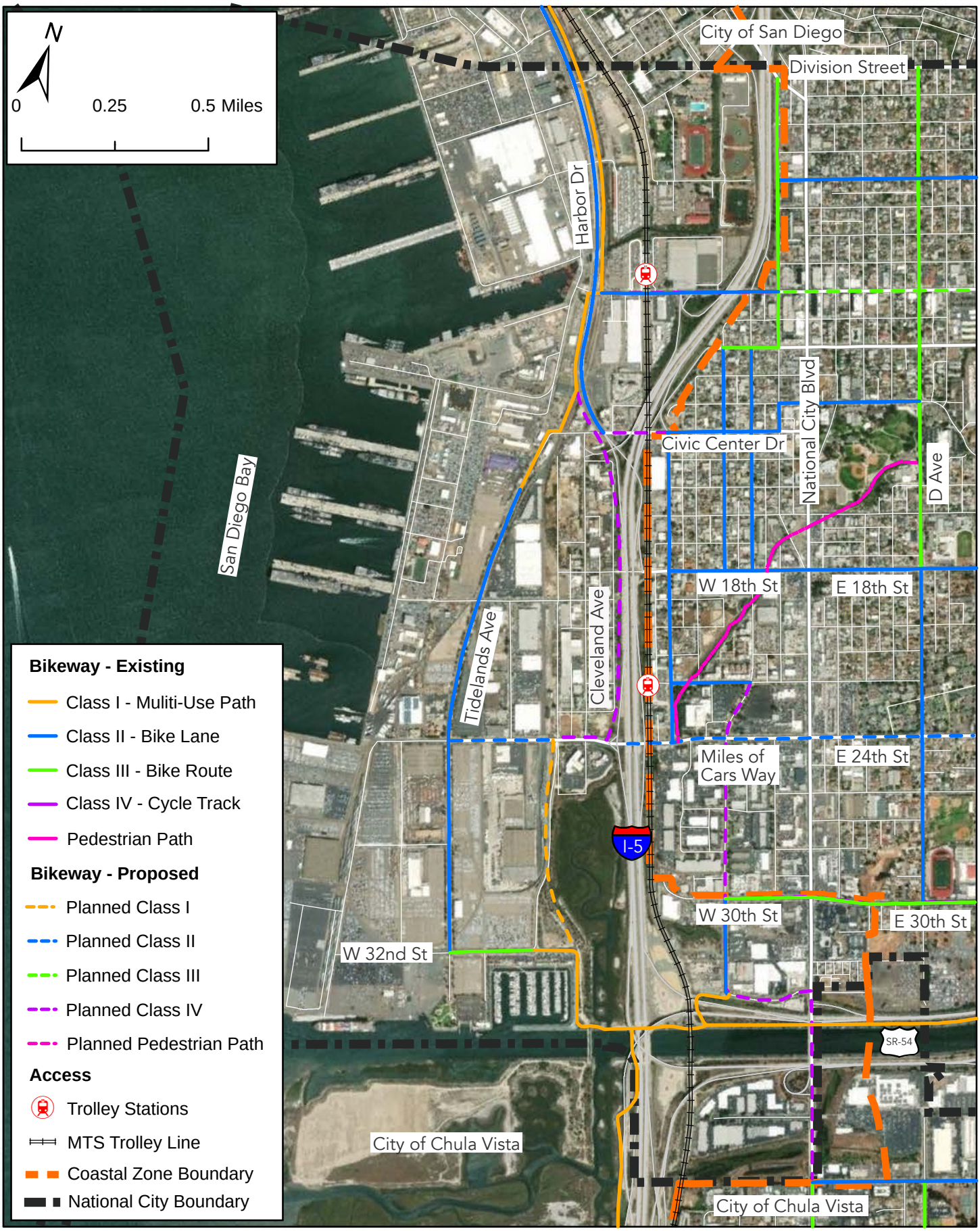
7. All new development shall incorporate adequate on-site parking to accommodate the parking demand generated. The number of required parking spaces for new development shall be determined during the implementation phase of the Local Coastal Program, but shall be, at a minimum, consistent with the schedule of parking requirements of the Municipal Code (Appendix III).

8. Marina Way, a new access road formerly known as Harrison Avenue, located westerly and parallel to the Paradise Marsh extends southerly from the vicinity of Bay Marina Drive to the National City Boat Launching Facilities and Pier 32 Marina, which includes a variety of commercial and recreational uses. A buffer shall be maintained between the roadway and the marsh. The Balanced Plan identifies continued buffering between the marsh and roadway, located in the upland area west of Paradise Marsh. It also proposes landscaping or other design elements to provide visual linkage and identity for the Paradise Marsh area and appropriate visual separation from the industrial area to the west and freeway to the east.

9. New development shall not interfere with desirable public access that may exist or be established by public use on or across private property, i.e. prescriptive rights. Desirable public access shall include access to natural or constructed coastal, recreational resources, except where necessary to protect fragile coastal resources or public safety, or where adequately provided for in another area. Development projects shall be reviewed to determine evidence of public use. The proposed Balanced Plan, in conjunction with the Port of San Diego, would also increase the availability of lower costs visitor serving uses and allow greater public access to the waterfront. Implementation of the Balanced Plan would provide new opportunities to experience views of the Bay and Sweetwater Channel from the expansion of Pepper Park, and new hotels, a recreational vehicle park, and modular cabins. These land use changes provide lower cost recreational opportunities for the community and members of the nearby region that have been historically underserved.

10. Public access shall include access to natural or constructed coastal recreational resources, except where necessary to protect fragile coastal resources or public safety, or where adequately provided for in another area.

11. New development shall not interfere with desirable public access that may exist or be established by public use on or across private property, i.e. prescriptive rights. Desirable public access shall include access to natural or constructed coastal, recreational resources, except where necessary to protect fragile coastal resources or public safety, or where adequately provided for in another area. Development projects shall be reviewed to determine evidence of public use.



National City Public Access

Figure 5

RECREATION

1. The National City Bayfront shall be designated for tourist commercial and recreational use, as indicated in the Land Use Plan (Figure 2). The areas to the west and to the north of the Marsh shall be designated for tourist commercial and recreational uses. Wetland resources located west of the railroad, which are not proposed for public acquisition, shall be protected from incompatible development, consistent with marsh preservation policies.

2. The passive recreational area would accommodate the preservation of Paradise Marsh, along with the provision of public accessways and landscaped areas. Public access would be provided and managed consistent with the public access component of the LCP and the maintenance of wetland resource values. Beyond this area, a transition to more active uses could begin. Landscaped areas suitable for picnicking and general recreation may be appropriate.

3. In order to meet specific recreational market demand and provide an attraction for secondary uses, overnight uses and boating uses shall be assigned the highest commercial development priority for the commercial recreational areas. For the area west of Paradise Marsh, appropriate uses include expanded marina development, new hotel and restaurant facilities, recreational vehicle park/campground, dry-storage and boat service facility, and/or public park areas. For the area north of Paradise marsh, hotel/motel facilities, restaurants and other tourist commercial uses would be appropriate. The intensity of development shall be reviewed for impacts on traffic circulation. A Specific Plan shall be prepared to address traffic circulation and roadway improvements, in conjunction with development plans for the tourist commercial area west of Paradise Marsh. The Specific Plan shall determine the location of roadway improvements, based on resource protection standards, i.e., consistency with marsh preservation policies.

   Tourist commercial development in the above-referenced areas shall be consistent with existing or currently planned road capacities to the north and south of the proposed tourist commercial area. The intensity of development shall also be reflective of the constraints placed on these roadways by the Marsh Preservation policies of the LCP.

4. In order to develop the visitor commercial and recreational area west of Paradise Marsh coordination with the Port District for concurrent development of Port District lands shall continue to be encouraged while environmental justice impacts are mitigated. A higher quality project and a better design should result from such coordination and a more viable development will likely be attracted to the area.

5. Paradise Marsh has been acquired by the United States of America and is managed as a National Wildlife Refuge unit by the U.S. Fish & Wildlife Service. To enhance the environmentally sustainable recreational potential and attractiveness of the National City waterfront, the restoration and management of paradise March for high-quality endangered species, habitat, and associated wetland values is a desirable program. A feasible restoration plan is the province of the U.S. Fish & Wildlife Service, whose coordination

and cooperation with the city and other interested agencies, persons, and organizations is cordially invited.

6. To ensure that the recreational potential of the area is maximized, development shall take into account the proximity to the MTS Trolley System, the Bayshore Bikeway, and the Sweetwater River Flood Control Channel's recreational areas and trails systems, as well as recreational uses planned in the adjacent Chula Vista Bayfront and other waterfront development along the San Diego Bay.

7. Coastal Act Section 30213, states: *Lower cost visitor and recreational facilities shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred. The commission shall not: (1) require that overnight room rentals be fixed at an amount certain for any privately owned and operated hotel, motel, or other similar visitor-serving facility located on either public or private lands; or (2) establish or approve any method for the identification of low or moderate income persons for the purpose of determining eligibility for overnight room rentals in any such facilities.*

   National City does not have any parks or waterside amenities, such as public fishing piers or launch areas for motorized and non-motorized watercraft, within its coastal jurisdiction. Those aforementioned waterside features are all present and available to the public within the adjacent Port District's jurisdiction and the City intends to provide equitable opportunity to access these waterside features.

   National City is a disadvantaged and low-income community as identified by the California Environmental Protection Agency. Approximately 20% of the City's residents are below the federal poverty level and approximately 45% of its residents are in economic hardship. National City is one of the lowest income cities in the Coastal Zone in Southern California, if not the lowest. The area of National City west of Interstate 5, which includes the Coastal Zone, has also been impacted by the pollution and environmental impacts associated with the adjacent industrial marine terminal, adjacent military operations, and Interstate 5 freeway impacts.

   Considering this situation, and as previously described, the premise of the Balanced Plan was to formulate a collaborative City/Port plan that would serve as the basis for creating enhanced public access as well as visitor-serving and recreational opportunities while protecting coastal resources and maritime-related industries. The implementation of this Plan would help set in motion the Port and City's efforts to improve the waterfront area with park expansion, infrastructure improvements, enhanced boating opportunities, and economic drivers that would help generate momentum to invest in the Coastal Zone and adjacent City areas west of Interstate 5. It is this type of investment that is needed to help generate much needed revenues that would support the City's efforts to improve and change the community.

   As part of the Balanced Plan, the City intends to provide new visitor-serving accommodation opportunities within the Coastal Zone, which includes the Successor Agency's parcels located north of Bay Marina Drive, west of Interstate 5 and south of West

23rd Street as described in the Balanced Plan section of this LCP. Consistent with the Coastal Act, it is the City's policy to encourage the development of opportunities for a variety of visitors to access, recreate, and stay overnight in the National City waterfront. Development permittees are encouraged to provide a variety of lower cost visitor and recreational facilities to improve coastal access where feasible.

Lower-cost visitor accommodations will be facilitated by protecting, encouraging, and where feasible, providing such lower-cost overnight accommodations. Specifically:

a) New hotel and motel development within the City's Coastal Zone shall provide a range of room types and sizes in order to serve a variety of income ranges.

b) An inventory of 150 new higher-cost overnight accommodation units may be constructed in the City's Coastal Zone without accompanying lower cost requirements identified in this Policy, subdivision (c) provided that the City preserves at least 184 rooms (50% of inventory) of the existing (as of 2024) 368 lower-cost visitor accommodation units within 0.5 miles to the Coastal Zone. In order to verify compliance with this policy, the City shall report the inventory of such lower-cost accommodation units to the Executive Director of the Coastal Commission prior to the approval of the 150 new higher-cost accommodation units.

c) If and when that inventory of 150 higher-cost units in this Policy, subdivision (b), is met, thereafter all new or remodeled higher-cost visitor-serving accommodations in the Coastal Zone shall be required to provide 25% of the new or remodeled higher-cost rooms as lower-cost visitor-serving accommodations. These accommodations may be provided through:

- Construction of new lower-cost units onsite or offsite within the City's Coastal Zone;
- Conversion of existing higher-cost or moderate-cost overnight accommodation units to lower-cost overnight accommodation units; or
- Contribution to an in-lieu fee program, only where the construction of new lower-cost units or conversion of existing units to lower-cost is determined to be infeasible pursuant to a feasibility analysis.

d) An in-lieu mitigation fee shall be based on approximate construction costs per room, adjusted for inflation using a building cost index such as the California Construction Cost Index, as applicable, plus land cost by square footage, shall be required. Construction costs shall be based on approximate hard and soft costs of building at least 25% of the proposed units as lower-cost accommodations on-site or shall be based on a comparable per-room construction cost estimate. Land cost calculations shall be based on the average square-footage of commercial land sales in the City over the past five years based on a certified appraisal.

- The fee shall be used for construction of new lower-cost hotel rooms or other inherently lower-cost accommodations (e.g., motels, hostels, campgrounds, cabins) within the Coastal Zone in the City.

- All in-lieu fee payments shall be deposited into an interest-bearing account, to be established and managed by the State Coastal Conservancy, or a similar entity approved by the permitting authority.

- Funds may be used for activities including land acquisition, construction, permitting, or renovation that will result in the provision of additional lower-cost overnight visitor accommodations.

- If any portion of the in-lieu fee remains five years after the date of deposit into the interest-bearing account, the funds may be used to provide lower-cost overnight accommodations outside of the City, within the San Diego County Coastal Zone.

e) Lower-cost overnight accommodations in the Coastal Zone shall not be removed or converted unless replaced at a 1:1 ratio with units comparable in function, amenities, location, and cost to the public.

Lower-cost overnight accommodations are defined as overnight accommodations with an annual average daily room rate (ADR) equal to or less than 75% of the annual statewide ADR; high-cost overnight accommodations are defined as overnight accommodations with an annual ADR equal to or greater than 125% of the annual statewide ADR; and moderate-cost overnight accommodations are defined as overnight accommodations with an annual ADR between 75% and 125% of the annual statewide ADR.

8. In lieu of providing lower-cost overnight accommodations, the construction of the 150 new high-cost hotel rooms detailed in Policy 7(b) shall include a Community Benefits Program that provides lower-cost coastal access opportunities as conditions of approval for the requisite coastal development permit. The Community Benefits Program shall be reviewed and approved by the City and shall include, at minimum:

- A description of all community benefits and a process to add to the list of community benefits.

- Identification of all reviews, permits, and approvals that may be needed to implement these community benefits.

- A proposed schedule to complete implementation, which shall ensure community benefits are provided prior to or concurrent with the operation of the hotel(s).

- Targeted marketing and outreach strategies to ensure the benefits are reaching and prioritizing National City residents in an equitable manner.

- A monitoring plan.

- Annual report to the City identifying community benefits and evidence of the services provided.

To develop the Community Benefit Program, the developer will provide a Community Engagement Plan for review and approval by the City that describes how the developer will provide opportunities for National City community members to identify public access priorities and projects for the benefit of National City residents. The Community Engagement Plan shall:

- Describe a community engagement strategy using community-centered and culturally relevant engagement and outreach methods (e.g., communication with multiple forms of media and in relevant languages, partnerships with local organizations, various methods to participate, such as in person meetings, online options, mail-in surveys, etc.) Materials developed to implement the Plan shall be provided in plain language to prevent cultural or educational barriers from preventing or reducing public participation.
- Include a schedule and agendas for at least three community workshops within the City to allow community input on preferred community benefits, if these community workshops have not been previously conducted by the City. Workshops shall be noticed at least one month in advance and shall include services to ensure maximum participation, such as free parking, childcare options, refreshments, translation services, and others. Upon City approval of the Plan, it shall be implemented in order to prepare a Community Benefits Program based on preferences expressed in the Community Engagement Plan.

MARSH PRESERVATION

1. The wetlands of the Paradise Creek Marsh complex, including the secondary area of Paradise Marsh, east of I-5 Bannister Marsh), salt marsh, freshwater marsh, salt-pan, channel, and mudflat habitats, are valuable and sensitive biological resources, and shall be preserved through coordinated actions by the City and the United States Fish and Wildlife Service, which manages Paradise Marsh for the United States of America. The plan shall be OPEN SPACE/WETLAND PRESERVE. The boundaries of the "Open Space Wetland Preserve" areas include marsh area within Caltrans right-of-way easterly of the SDG&E right-of-way and Bannister Marsh, and the secondary area of Paradise Marsh east of the I-5 freeway. The Sweetwater River area, south of 35th Street, designated for industrial and commercial use, and the wetlands located west of the railroad, which are not proposed for public acquisition, also contain valuable biological resources which shall be preserved under an overlay zone or other appropriate, implementing regulation which shall be defined in the implementation plan. The overlay zone or implementing regulation shall include requirements for mapping all wetlands not included in the "Open Space Wetland Reserve" land use designation, execution of open space easements over identified resources and their buffers in conjunction with new development and a determination of appropriate buffers for any new development.

2. In order to preserve Paradise Marsh, the wetlands located west of the former railroad right-of-way, including the proposed Bayshore Bikeway Segment 5, which are not proposed for public acquisition; the secondary area of Paradise Marsh, east of I-5; and the Sweetwater River south of 35th Street shall adhere to the following:

   - Alteration shall be limited to minor incidental public facilities, restoration measures, and nature study. Consistent with the provisions of Section 30233, the diking, dredging and filling of wetlands, open waters, estuaries and lakes shall be permitted only where there is no feasible less environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects, and shall be limited to the following: incidental public service purposes, restoration purposes, and nature study. There shall be no alteration of Paradise Marsh, the wetlands located west of the railroad which are not proposed for public acquisition, as well as of the secondary area of Paradise Marsh, east of I-5, and the Sweetwater River south of 35th Street, except as determined by a marsh restoration program which has been approved by the California Coastal Commission.

   - The dumping of rubbish or commercial waste into the marsh areas shall be prohibited.

   - The intrusion of off-road vehicles and unauthorized pedestrian traffic into the marsh areas shall be discouraged.

   - A buffer area shall be established for new development adjacent to wetlands. A 100 ft. distance from the edge of the wetland shall generally provide an acceptable buffer acceptable to the state and federal agencies. The required distance may be increased or decreased based on consultation with the Department of Fish and Game. A buffer area less than 100 feet wide may be permitted, depending upon the analysis of the specific site proposed for development. Examples which may demonstrate that a lesser distance would be acceptable include but are not limited to the type and size of development, proposed buffer improvements such as landscaping or fencing, and existing site characteristics such as a grade differential between a marsh area and adjacent upland area, existing development in the area, and parcel size and configuration. Consistency with buffers required as part of the Sweetwater River Channel/Rt. 54 project shall also be considered in order to determine appropriate buffers less than 100 feet wide. The buffers shall be determined with the concurrence of the state Department of Fish and Game.

3. To enhance the habitat and aesthetic value of Paradise Marsh transitional and high-tide refuge areas located within the City's jurisdiction, the wetlands located west of the railroad, which are not proposed for federal acquisition, as well as Bannister Marsh and the Sweetwater River south of 35th Street, feasible restoration activities shall be encouraged. Feasible restoration activities shall be determined with the potential assistance of the State Coastal Conservancy, U.S. Fish and Wildlife Service, California Department of Fish and Game, or other public agency or private group, including the Bayfront Conservancy Trust, to finance, plan, implement and manage a restoration program. The recommended elements for a restoration program include:

- A public access and information program that would be designed to allow observation of the marsh, while controlling intrusion into the marsh itself. A component of the access program should be an interpretive nature trail along the western margins of Paradise Marsh, which could connect with an observation platform.

- The removal of all rubbish and debris from the marsh through a volunteer effort, or the California Conservation Corps.

- The dredging of Paradise Marsh, consistent with a marsh restoration program, prepared in consultation with the California Department of Fish and Game and approved by the California Coastal Commission, possibly concurrent with the construction of the Sweetwater River Flood Control Channel, to improve tidal flow and flushing. Dredging shall be restricted to existing tidal channels.

- The encouragement of a scientific research and educational program.

4. Wetlands in private ownership, which may be located in the CT, C and M, as well as OSR designated areas, shall be protected from development through the application of mitigation measures that include, but not be limited to, buffer zones; shielding of lights; barriers; educational signage; predator control measures; and run-off protection features.

5. Landscaping in areas adjacent to wetlands shall include only native plants which are non-invasive species. For all properties that have wetland features, each project shall incorporate BMP erosion control measures and shall be in place during all construction activities, biological monitoring and planning, and control of run-off during all grading activities along Marina Way.

7. For all properties that have wetland features and for all projects that drain into Paradise and Bannister Marshes, each project shall incorporate BMP erosion control measures, which shall be in place during all construction activities. Specific erosion control measures related to biological monitoring and planning, and control of run-off during all grading activities shall be approved, incorporated into development, be in place at the initial phase of work, monitored and maintained in conjunction with all grading activities, along Marina Way.

VISUAL RESOURCES

1. To ensure that the development of the proposed commercial and recreational area adjacent to Paradise Marsh is of the highest aesthetic quality, the City shall require that the development of the site shall be in accordance with development standards and requirements to be determined by a Specific Plan for the area. The Specific Plan shall determine appropriate height limits, landscape elements, signage, and view protection and enhancement, consistent with the policies of the Land Use Plan. Vistas shall be provided from public roadways and public open space areas to Paradise Marsh and the Sweetwater River Flood Control Channel. Height limits shall be established as determined necessary to provide for focal points in key activity areas.

2. To ensure that the new road to provide access to the proposed recreation area adjacent to Paradise Marsh is of high visual quality, its design shall implement and incorporate the General Plan policy proposing the construction of landscaped entryways from Bay Marina Drive. Bay.

3. To ensure that new development throughout the Coastal Zone is visually appropriate, projects shall be reviewed for conformance to City standards for building aesthetics and materials, height, signing and landscaping.

4. A Specific Plan shall be prepared to identify design improvements to enhance the visual identity of the Paradise Marsh area, provide a visual linkage between recreational uses near the Sweetwater River Channel and tourist commercial uses west of the Marsh and at 24th Street, and appropriate visual separation or buffering of industrial uses to the west and freeway to the east. The design improvements identified in the Specific Plan shall include landscape elements, signage, and architectural elements or criteria, such as height, scale, bulk, color, and building materials. Protection or creation of vistas should also be identified in the Specific Plan.

5. Project design shall also be reviewed with regard to other appropriate visual elements identified throughout the development review process.

INDUSTRIAL DEVELOPMENT

1. In the event that different industrial land uses are competing for available industrial land, priority shall be given first to marine related industrial uses and then to marine-related industrial uses.

ENVIRONMENTAL HAZARDS

1. Section 30253(a) of the Coastal Act requires that new development minimize risks in areas of high geologic, flood and fire hazard.

2. Review of new development for sea level rise, flooding, seismic, and geologic hazards shall determine necessary improvements to minimize risk during the site plan review process, or during any applicable, discretionary review process.

3. Geotechnical and sea level rise reports shall be required for new development in areas subject to flooding and geologic hazards.

4.. Waivers of liability shall be required from applicants for Coastal Development Permits in areas of sea level rise and geologic hazards.

5.. Prior to the development of the parcels on both sides of the existing Sweetwater River Channel, south of 35th Street, a sea level rise and flood hazard study shall be conducted, based upon design criteria anticipating the potential flood hazard remaining after the

construction of the Sweetwater River Flood Control Channel or from a 100-year flood, whichever is applicable at the time of development. Specific development policies shall be provided in the Implementation Plan. The policies shall stress provision of adequate setbacks to minimize the amount of fill necessary for flood protection, and no armoring or channelization of the existing river channel for flood protection shall be allowed.

LAND USE PLAN SUMMARY

COMMERCIAL/RECREATION/OPEN SPACE

The National City Bayfront should be designated for tourist commercial, recreational and open space use. Using the SD&AE railroad spur as a point of demarcation, the area located to the east, including Paradise Marsh and surrounding lands, would be suitable for passive recreational and open space uses only. Areas to the north of the marsh and west of the marsh and railroad spur should be designated for tourist commercial and recreational uses.

The total land area within National City which is developable, west of the Bayshore Bikeway and SDG&E right-of-way, and designated for tourist commercial and recreational open space use is approximately 23 acres.

Although the visitor commercial designation covers a broad range of uses, one or two anchor uses should be sought for the area. The Balanced Plan includes the expansion of Pepper Park, dry boat storage, and additional boat piers, RV park, and future hotels all within the Port District jurisdiction.

The area to the north of the Paradise Marsh, east of the SD&AE railroad right-of-way and south of Bay Marina Drive is also designated for tourist commercial use. As part of the Balanced Plan, a transition area from the working waterfront to expanded recreational facilities will provide a gateway to the National City Bayfront.

INDUSTRIAL

National City's portion of the Coastal Zone includes two separate areas that are characterized by industrial development. The most heavily industrialized area is located west of I-5. It is almost entirely developed with medium industrial uses, and is designated "Medium Manufacturing" and "Heavy Manufacturing" in the General Plan. Truck access in this planning area is from I-5 and includes limited rail access. The other industrial area within National City's Coastal Zone is the Sweetwater industrial area which is 160 acres in size and located east of I-5. The areas to the north and south are virtually all developed with light industrial use and some commercial areas fronting on National City Boulevard. As further described in the Balanced Plan section of the LCP, the City proposes to rezone Parcels 1, 2, 3, 5 , and 6 from MM (Medium Manufacturing) to CT (Tourist Commercial), which could allow these parcels to be developed with hotel, restaurant, retail, and/or some combination of tourist/visitor-serving commercial uses.

National City's Coastal Zone is largely characterized by industrial development, much of which is related to the proximity of the Port's operations. Due, in large part to the attraction of the marine terminal, virtually all of the industrial zoned land in National City's Bayfront has been developed.

OPEN SPACE/WETLAND PRESERVE

The wetlands of the Paradise Creek Marsh, including salt marsh, freshwater marsh, salt-pan, Sweetwater Channel, and mudflat habitats, are valuable and sensitive biological resources, and shall be preserved. To that end, the plan designation for these areas is OPEN SPACE/WETLAND PRESERVE.

The value of the Paradise Marsh includes, but is not limited to, the following:

- Through photosynthesis of algal species, the marsh provides an oxygen supply for the waters of San Diego Bay, necessary for survival of fish species and natural pollution impact abatement.

- Flushing of plant and animal detritus from the marsh provides organic matter important for food chains in the bay.

- The marsh acts as a nursery for at least nine fish species, including several important sport fish species.

- The wetland habitats are extremely important wildlife areas, supporting a very high diversity of bird species. These include a number of sensitive species, i.e., Belding's Savannah Sparrow, California Least Tern and the Light-footed Clapper Rail. The wetlands also are an important stop-over point for migratory species along the Pacific Flyway.

Potential uses for wetlands are:

- Scientific research, and educational uses;

- Passive recreation (i.e., bird watching);

- A possible source for applied research into the use of marsh species to introduce salt-tolerant genes into economically important plants (in agriculture), through selective cross-breeding.

One technique of preserving wetlands commonly referred to is the provision of a buffer area between the wetland and development. The state and federal resource agencies generally recommends that development be set back 100 feet from the landward edge of a wetland. The 100-foot wide buffer may be increased or decreased in consultation with the resource agencies. The purpose of the 100-foot buffer is to ensure that the type and scale of development will not significantly degrade the adjacent habitat area. With respect to Paradise marsh, the wetland is almost entirely surrounded by existing industrial development and transportation corridors including lumber storage yards, slaughter houses, steel fabricating plant, I-5, and rights-of-way for the AT&SF and SD&AE Railroads.

The essential measure necessary to guarantee the preservation of Paradise Marsh is the maintenance of tidal flushing. As long as the marsh is kept open to tidal flushing and free from industrial and urban run-off, the existing water quality will be maintained at acceptable levels.

CHAPTER I
THE COASTAL ACT

HISTORY

Traditionally, the regulation of land use along California's coastline has been by local government pursuant to State Planning and Zoning Law. This enabling legislation mandates local governments to prepare general plans and zoning to ensure orderly physical growth and development within their jurisdictions as well as the protection of public health, safety and welfare.

However, local control over land use in the Coastal Zone was significantly modified with the passage of the California Coastal Zone Conservation Act by the voters of California in November, 1972. In approving Proposition 20, the people of California declared that;

> "The permanent protection of the remaining natural and scenic resources of the Coastal Zone is a paramount concern to present and future residents of the state and nation", and
>
> "It is the policy of the state to preserve, protect, and where possible, to restore the resources of the Coastal Zone for enjoyment of the current and succeeding generations."

Proposition 20 set forth a distinct role for the State in coastal land use matters, and created the California Coastal Zone Conservation Commission. The mandated mission of the Coastal Commission was to prepare a statewide comprehensive plan for the "orderly, long-range conservation and the management of the coast", and to regulate development while the plan was being prepared. Preparation of the Coastal Plan commenced in 1973, and it was submitted to the state legislature in December, 1975. Based upon the Coastal Plan and the Commission's experience of the preceding years, the California legislature passed the California Coastal Act in August, 1976.

GOALS AND POLICIES

The Coastal Act of 1976 in its opening section, Section 30001, contains the following finding and declaration of the state legislature:

(a) That the California Coastal Zone is a distinct and valuable resource of vital and enduring interest to all the people and exists as a delicately balanced ecosystem.

(b) That the permanent protection of the state's natural and scenic resources is a paramount concern to present and future residents of the state and nation.

(c) That to promote the public safety, health, and welfare and to protect public and private property, wildlife, marine fisheries, and other ocean resources, and the natural environment, it is necessary to protect the ecological balance of the Coastal Zone and prevent its deterioration and destruction.

(d) That existing developed uses, and future developments that are carefully planned and developed consistent with the policies of this division, are essential to the economic and social well-being of the people of this state and especially to working persons employed within the Coastal Zone. (Amended by Cal. Stats. 1979 Ch. 1090)

The basic goals of the legislature for the coastal zone are defined in Section 30001.5 of the Coastal Act:

(a) Protect, maintain, and where feasible, enhance and restore the overall quality of the Coastal Zone environment and its natural and man-made resources.

(b) Assure orderly, balanced utilization and conservation of Coastal Zone resources taking into account the social and economic needs of the people of the state.

(c) Maximize public access to and along the coast and maximize public recreational opportunities in the Coastal Zone consistent with sound resource conservation principles and constitutionally protected rights of private property owners.

(d) Assure priority for coastal-dependent and coastal related development over other development on the coast. (Amended by Cal. Stats. 1979, Ch. 1090)

(e) Encourage state and local initiatives and cooperation in preparing procedures to implement coordinated planning and development of mutually beneficial uses, including educational uses, in the Coastal Zone.

The heart of the Coastal Act is found in Chapter 3, Coastal Resources Planning and Management Policies. These policies constitute the standards that local plans must meet in order to be certified by the State as well as the yardstick for evaluating proposed developments within the Coastal Zone. Topics covered by coastal polices include: beach access, recreation, marine environment, environmentally sensitive habitat areas, agriculture, visual resources, and coastal dependent and industrial development. In essence, these policies are the rules for future growth and development in the Coastal Zone.

IMPLEMENTATION

The implementation of the Coastal Act is predicated upon the involvement of local government. Section 3004 of the Act declares that "to achieve maximum responsiveness to local conditions, accountability, and public accessibility, it is necessary to rely heavily on local government and local land use planning procedures and enforcement." To this end, the Act directs each local government within the Coastal Zone, wholly or partly, to prepare a Local Coastal Program (LCP). An LCP consist of a local government's land use plans, zoning ordinances, zoning district maps, and implementing actions which implement the provisions and policies of the Coastal Act at the local level. (30108.6).

The basis of the LCP is the land use plan. According to the Coastal Act, the land use plan means the "relevant portions of a local government's general plan, or local coastal element, which are sufficiently detailed to indicate the kinds, location, and intensity of land uses, the applicable resource protection and development policies and, where necessary, a listing of implementing actions." (32108.5). The zoning ordinances and district maps are the legal tools for implementing the land use plan. The Coastal Act also requires each LCP to "contain a specific public access component to assure that maximum access to the coast and public recreation areas is provided."

During preparation of a Local Coastal Program, local governments should coordinate planning with affected local, regional, state, and federal agencies, and provide the maximum opportunity for public participation. Under the Coastal Act, the responsibility for ensuring meaningful public participation rests with both the Coastal commission and local government; however, the local government retains the primary responsibility for involving the public in the actual planning process.

After the LCP has been reviewed and approved by the local government, it is then submitted to the State Coastal Commission for review. In certifying the land use plan, the Commission must find that the plan conforms to Chapter 3 of the Coastal Act, and contains the required public access component. The zoning and implementing ordinances are then reviewed to determine conformance with the approved land use plan. Once the land use plan and implementing ordinances have been certified, the review authority for new development within the Coastal Zone will revert from the Coastal Commission to local government. The local government in issuing coastal development permits must then make the finding that the development is in conformity with the approved LCP.

The State Commission will continue to exercise permit jurisdiction over certain kinds of developments (i.e., development in state tidelands). The State Commission will also review amendments to LCPs, and continue to hear permit appeals. However, only certain kinds of developments can be appealed after a local government's LCP has been certified; these include:

(1) Developments approved by the local government between the sea and the first public road paralleling the sea or within 300 feet of the inland extent of any beach or of the mean high tideline of the sea where there is no beach, whichever is the greater distance.

(2) Developments approved by the local government not included within paragraph (1) of this subdivision located on tidelands, submerged lands, public trust lands, within 100 feet of any wetland, estuary, stream, or within 300 feet of the top of the seaward face, of any coastal bluff.

(3) Any development which constitutes a major public works project or major energy facility. The phrase "major public works project or major energy facility" as used in Public Resources Code Section 30603(a)(5) shall mean any proposed public works project, as defined by Section 13012 of the Coastal Commission Regulations (Title 14, California Administrative Code, Division 5.5) or energy facility, as defined by Public Resources Code Section 30107.

CHAPTER II
NATIONAL CITY

HISTORY

The City of National City is located along the eastern shores of San Diego Bay within the urbanized South Bay area of the San Diego Region. The City of San Diego's central business district lies approximately five miles to the north. It is bordered by the City of San Diego to the north and east, and by Chula Vista to the south. The National City incorporated area includes approximately 8.65 square miles. The population of National City is currently 55,408 (January 1, 1986 est.).

National City is a general law city, incorporated in 1887, and is the second oldest city in San Diego County. Founded in 1868 by Frank Kimball as a competitor to Alonzo Horton's new San Diego venture, it was planned to be a major terminus for the railroads then opening lines to the West Coast. Although the railroads chose other cities for their terminals, the agriculture industry flourished. Population grew slowly until the great boom of the 1940's, when the population more than doubled in ten years. This was due to the large number of servicemen brought to the area during World War II. National City's population has fluctuated greatly since then, reflecting changes in the number of military personnel on base. However, household population has continued to increase in a more stable, steady manner, as has the general industrial base.

In modern times, the City's community members are subject to one the highest levels of toxic air pollution in the state stemming from the nearby Port operations and vehicular traveling along I-5. Prior to the Balanced Plan the area had few recreational amenities and access to the bay was severely limited due to the industrialized waterfront. While direct access to the bay continues to be problematic the development of the marina, expansion of Pepper Park, and addition of new restaurants and hotels will help increase bayfront usage by local and regional visitors. The 2022 Balanced Plan's intent is to allow for the continued use and expansion of the working waterfront, while at the same time providing for new lower cost visitor serving uses for the community and region. The efforts to reduce toxic emissions from Port District industrial uses remains a paramount goal and priority for the City.

COASTAL ZONE

The Coastal Zone of National City includes all the area west of I-5, and a small area east of I-5 south of 30th Street. However, the Coastal Zone is controlled by three separate governmental agencies: the San Diego Unified Port District, the United States Navy, and the City of National City. The City's retained jurisdiction totals approximately 561 acres, and is bounded by the Navy Lands to the north, the Chula Vista Bayfront to the south, and the Port District jurisdiction to the west.

RELATED COASTAL PLANS

Plans adopted by the San Diego Unified Port District and the City of Chula Vista designate land uses adjacent to National City's coastal jurisdiction. They also designate uses which extend near National City's jurisdiction. National City's coastal land use designations and proposed circulation

improvements should be based upon consideration of the plans of the adjacent jurisdictions to the extent that compatible uses can be developed.

The Port District has jurisdiction approximately 280 acres of land area. The Port jurisdiction also includes an isolated parcel of tidelands which is located in the salt flats south of Chula Vista and is connected to National City by a 300-foot wide corridor through San Diego Bay. The Port District submitted its Master Plan to the Coastal Commission and it was conditionally-approved in October, 1980. The Port District's plan designated land areas west of the mean high tide line primarily for industrial use. It designates areas south of 32nd Street and generally east of Tidelands Avenue for commercial recreation and for park uses along the Sweetwater Channel, with vista area, public fishing, and bridge, boat launching ramp, public access and comfort station. The park designation reflects existing uses with expansion to the east. The channel itself is designated for berthing and navigation corridor up to the boat launching facilities, with open bay further east. National City's land use designations for adjacent area are complementary to the Port's.

As described in the Balanced Plan section of this LCP, the Balanced Plan proposes the removal of approximately 12.4 acres within the Balanced Plan area, located mostly on the current day GB Capital leasehold east of the mean high tide line and on land owned in fee by the District, from the City's General Plan, LCP, and LUC to reflect changes in land use and jurisdictional authority. This change will clarify the jurisdictional boundary between the City and the District and will be reflected on all City zoning and General Plan maps. These lands are not currently regulated by the PMP and this jurisdictional amendment will ensure consistency with the California Coastal Act, Public Trust Doctrine, and Act. The District will amend its PMP map accordingly.

The Port's plan also provides for the extension of off-ramps from I-5 and Route 54 through the National City Bayfront to 32nd Street. However, the off-ramps are not included in current State freeway plans. The Port's plan also indicates the need to connect Tidelands Avenue from National City to Chula Vista, via bridge over the channel. However, Chula Vista's Local Coastal Program locates a bridge in the vicinity of the SD&AE railroad right-of-way, generally in line with the proposed extension of Harrison Avenue.

Chula Vista's land use plan, approved by the State Coastal Commission in 1984 and subsequently amended, designates 21 acres across the channel from National City for marina related uses, which includes commercial uses related to waterfront activities, ship repair services and boat marinas or haul out areas. Chula Vista's Bayfront Specific Plan permits dredging for a small marina for 200 boats just west of the proposed bridge to cross the channel. The Port District also has jurisdiction over lands across the channel from National City west of area included in Chula Vista's Local Coastal Program. The Port District lands in Chula Vista across the channel from National City are designated for marine sales and services and, at the most westerly location, expansion reserve.

Under the jurisdiction of the United States Navy is approximately 300 acres and 8,300 lineal feet of bay frontage. Federal lands are under the jurisdiction of the Federal Coastal Zone Management Act, which states that military lands shall comply with coastal planning to the extent that national security is not imperiled.

COASTAL ZONE SUBAREAS

National City's Coastal Zone can be divided into four districts: the industrial area west of I-5 (Subarea I), the Paradise Marsh wetlands area (Subarea II), the Sweetwater industrial area east of I-5 and south of 30th Street (Subarea III), and the I-5 freeway and San Diego Trolley rights-of-way (Subarea IV).

SUBAREA I

The industrial area west of I-5 contains approximately 210 acres and is almost entirely developed with light and medium industrial uses. The Combined General Plan/Zoning Map designates the area as primarily "MM", Medium Manufacturing with a small portion of "MH", Heavy Manufacturing. Approximately 6.4 acres located north of the marsh, east of the SD&AE railroad right-of-way, and south of Bay Marina Drive are designated for tourist commercial use, but contain industrial uses (meat packing). The area provides the entryway to National City's Bayfront. The area is well served by truck access via I-5, rail access, and ship access through the Port District. There are a number of older residential uses located in this area, which would be considered non-conforming with the General Plan and zoning designation of industrial.

SUBAREA II

The Paradise Marsh area contains approximately 75 acres and consists primarily of wetlands. The marsh was originally formed by Paradise Creek, which entered the area from the northeast and flowed across what is now the Port District property to the Bay. The filling of the Port District property destroyed the natural creek bed. The creek now runs due south in a man-made channel to the Sweetwater River and hence into the Bay. This channel allows limited tidal action to enter the marsh.

Upstream of the marsh, outside of the coastal area, Paradise Creek has also been altered. The drainage area has been reduced due to urban development, and the creek is entirely contained in man-made drainage facilities. It enters the marsh through culverts under I-5.

National City's General Plan designated this area as Open Space Reserve for preservation of open space wetlands and passive recreational use, and as Tourist Commercial, with the recognition that this area is the only potential area for waterfront recreational facilities.

SUBAREA III

The Sweetwater industrial area contains approximately 160 acres. The entire central portion of this area has been reserved for the Route 54/Sweetwater River Flood Control Channel Project.

This project combines the construction of State Highway Route 54 from I-805 to I-5 with the construction of a flood control channel from approximately 600 ft. west of Plaza Bonita Road, immediately upstream of I-805, to San Diego Bay. The flood control channel would generally occupy the area between eastbound and westbound lanes of Route 54. In addition, the project proposes the acquisition of a total of 188 acres of marshlands in both the Sweetwater and Paradise

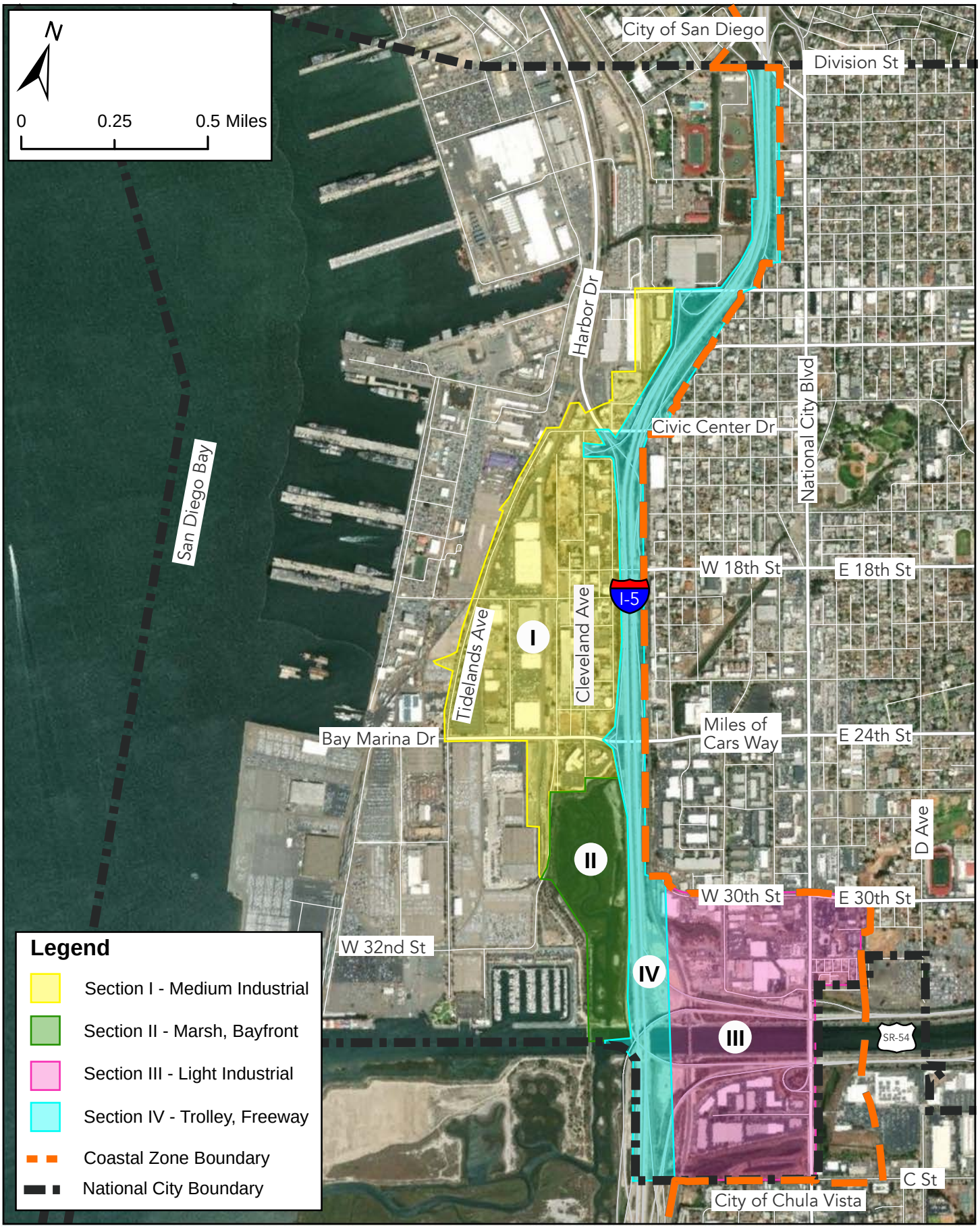
Marshes. This acquisition includes 44 acres as compensation for the impacts of the project and 144 acres for preservation of habitat for endangered species.

The project also includes a recreation element consisting of bicycle, equestrian, and pedestrian trails, rest and staging areas, and shoreline access and recreational features (to be located in Subarea II).

The remaining portions of the area are either designated for and/or partially developed with light industrial uses and some commercial areas fronting on National City Boulevard.

SUBAREA IV

The Interstate 5 Freeway and Trolley System (MTS) rights-of-way include approximately 130 acres. The two regional transportation facilities are separated from discussion of the other subareas for two reasons. First, the two facilities are existing and under the jurisdiction of the State Department of Transportation (Caltrans) and Metropolitan Transit System (MTS). Second, the facilities and right-of-ways provide existing access and are designated as Open Space by the Combined General Plan/Zoning Map. Other than landscaping and transportation related improvements, no development in the subarea is anticipated.



National City Subareas

Figure 6

CHAPTER III
PUBLIC ACCESS
(PUBLIC ACCESS COMPONENT)

COASTAL ACT POLICIES

Sections 30210, 30211, 30212 and 30214 require that public access and recreational opportunities be provided for all the people; that development not interfere with the public's right of access; that new development provide public access to the shoreline; and that public access be managed to protect fragile resources and property rights.

EXISTING CONDITIONS

The United States Navy controls approximately two-thirds of National City's Bayfront, through which public access is expressly prohibited. The remainder of the Bayfront is under the jurisdiction of the Unified Port District, and is developed predominantly with industrial uses. However, the Port has developed a launching ramp and an adjacent public recreation area which accommodates public access to the shoreline - both pedestrian and boating. In addition, it should be pointed out that considerable off-road vehicle activity has taken place in the area. ORV access occurs through Port lands and overlaps into National City's jurisdiction. Because of numerous problems, including vandalism, violence and accidents, the Port has erected a fence to discourage such use.

The only opportunity for public access within the limits of the City is Paradise Marsh and its surrounding lands. However, there is presently no public access to nor public use of this area. Although the Paradise Marsh is subject to limited tidal flow, it is not public tidelands and is not in public ownership. The northern portion of Paradise Marsh west of I-5 will be acquired by the federal government as a condition of approval of the Sweetwater River Flood Control project. The southern portion west of I-5 is Caltrans right-of-way.

EXISTING PLANNING AND ZONING

National City's combined General Plan/Zoning Map designates the Paradise Marsh area as Open Space Reserve (OSR) and Tourist Commercial (CT). The Open Space Reserve designation will preserve wetland areas and provide for passive recreational use, i.e. nature study. The Tourist Commercial designation is established for the provision of services, goods and accommodations for visitors to the area.

The General Plan contains several policy statements which support the concept of increased public access to and use of National City's Bayfront. These policies speak to supporting the Bay-Route Bikeway, Sweetwater Regional Park Connection, and improved transit to the area.

Other planning which would affect the National City Coastal Zone is the Highway 54/Sweetwater flood control project. CALTRANS and Army Corps of Engineers are lead agencies for the project. The recreational aspects of the flood control channel will be discussed in more detail in the

Recreation section. With respect to access, the proposed Highway 54 project will improve access to National City's Bayfront. A direct connection from Route 54 and I-5 to the 32nd Street area should be encouraged to further improve access.

ANALYSIS

DEMAND

The subject of demand will be explored more thoroughly in the next section dealing with Recreation. However, it should be pointed out that the demand for coastal recreation, and therefore public access to coastal areas, is increasing at a very fast rate. CPO, in their Coastal Access Study for the San Diego Region, estimated that the demand for coastal recreation will increase by 55% over the next 20 years.

TRAVEL MODE

The CPO study contains other revealing information as to how individuals actually travel to coastal areas. According to their survey, 80% of all coastal trips are by private vehicle (primarily the automobile), 11% by walking, 6% by bicycle, and 4% by transit. Because of the extremely high incidence of automobile usage shown in the survey, the factors of traffic congestion and parking availability become crucial to shoreline access. In examining the National City situation, no problem presently exists with respect to access by automobile. Information available through both National City and the Port District indicates that traffic counts and projections are well below designed capacities on Tidelands Avenue and Bay Marina Drive. However, factors other than traffic counts must be considered in evaluating vehicular access to the recreational areas, existing and potential, along National City's Bayfront. Several factors which could result in definite conflict between recreational and industrial use include the type of vehicle, the frequency of railroad and container activity and the effectiveness of the Bay Marina Drive/I-5 intersection. With respect to the type of vehicle, large lumber hauling are continuously traveling along and across Tidelands Avenue to service the lumber yards. The Port's container terminal at Bay Marina Drive is scheduled for expansion, which will result in similar increases in truck and rail traffic in the area. Finally, the functional design of the Bay Marina Drive intersection with I-5 has presented problems with drainage and difficult turning maneuvers for larger vehicles. Fortunately, peak travel times for recreational trips usually do not coincide with trip to work peaks. Although industrial activity along the Port does not follow an 8 to 5 Monday through Friday regimen, no intolerable conflicts between recreational and industrial traffic are foreseen.

In conjunction with the CALTRANS Highway 54 project, a 32nd Street off-ramp that would also serve I-5 was proposed but has been deleted from State freeway plans. This new off-ramp would have provided direct vehicular access into the recreational areas of the Bayfront, bypassing most industrial areas. Also, as a part of this LCP a new access road is proposed to provide more direct access to the Bayfront. This new road is proposed to intersect with Bay Marina Drive between the rights-of-way for the AT&SF and SD&AE railroads, and connect with 32nd Street. Although the new road would still be dependent upon the Bay Marina Drive /I-5 intersection, it would bypass the majority of the industrial areas and would improve both ingress and egress to the proposed recreational area.

Parking capacity is, of course, a prime determinant in assessing recreational access. Although on peak summer weekends the parking lot for the Port's launching ramp and park sometimes overflows, availability of parking in the area is not considered critical. On-street parking is abundant in the area, and even with the unauthorized ORV activity in the area, parking has been available. As the area develops with more formalized and permanent uses, care must be taken that adequate parking is provided.

Recent developments in the realm of public transit and bicycle travel have some potential for improving recreational access to National City's Bayfront through travel modes other than the automobile. Those developments are the Metropolitan Transit Development Board's "San Diego Trolley" along the main line of the old SD&AE railroad right-of-way, and the Bayshore Bikeway. The MTS trolley incorporates a station (24th Street) at Mile of Cars Way and Wilson Avenue. The 24th Street station is used for commuter traffic. However, presuming that the National City Bayfront will become a visitor destination, the proximity of the 24th Street station would be of potential benefit. It is within short walking distance from the designated tourist commercial area north of Paradise Marsh on the south side of Bay Marina Drive. However, pedestrian and bicycle facilities underneath the I-5 freeway could be improved to increase separation from traffic and the safety and comfort of users. While the station location may be beyond comfortable walking range for some users from potential recreation areas at the Sweetwater River channel, other intermediate modes such as bicycles or jitneys may be feasible. The 24th Street station also connects with routes for National City Transit.

The Bayshore Bikeway presents another mode of travel which has positive potential for National City. In its original form, the bikeway was to have passed right by Paradise Marsh and its adjacent lands along the extension of Tidelands Avenue across Sweetwater Marsh. The Coastal Commission, in separate actions, eliminated the extension of Tidelands Avenue across Sweetwater Marsh, and approved an alternative route for the bikeway that would take it up Bay Marina Drive to National City Boulevard. Although the original route would have been much more conducive for public access to the National City area, the current routing still retains access potential. The extension of a secondary route to the Port's launching ramp and Paradise Marsh complex would be entirely appropriate and consistent with both National City's General Plan and the Port Master Plan.

LOCATION

As previously discussed, the only area that has potential for public shoreline access within National City's corporate boundaries is Paradise Marsh and its surrounding lands. The reason for this is simply because it is the only area within National City's jurisdiction that has a shoreline.

It should be noted, however, that provisions are made for public access within the immediate area. The Port District's boat launching ramp and recreational area is located directly adjacent to National City's jurisdictional limit, and provides shoreline access for the boating enthusiast, the fisherman, and the general recreationist. Whereas the Port has made a concerted effort to accommodate public access and use within its jurisdiction, the U.S. Navy has not due to security concern for the naval bases, which is consistent with the Federal Coastal Zone Management Act.

When assessing the locational needs of public access, care should be taken to differentiate between vertical and lateral access. Vertical meaning access to the shoreline, and lateral meaning access along the shoreline. Rather than reciting all the information contained in the Coastal Commission's Interpretive Guidelines for access, suffice it to say that both forms of access are needed in National City.

REGULATION AND MANAGEMENT

As established in the General Plan and in the Coastal Act, it is a desired goal to provide public shoreline access within the city limits of National City. Thus far, the potential location for such access and the alternative travel modes to reach it, have been discussed. What will now be examined are the various methods by which the public access can be protected and provided in accordance with City objectives and the Coastal Act.

The most economic method for the local government would be the dedication of public accessways at the time of development; this action is specifically allowed by the Coastal Act (Section 30212). Essentially, there are three forms such dedications can take: deed restriction, grant of fee interest, or grant of an easement. Taking into account the development potential of the area adjacent to Paradise Marsh, the most appropriate method of providing access would be through deed restrictions. With a deed restriction, no interest in the land proposed for access is granted and the land owner retains responsibility for the access way. Deed restrictions are especially suited for commercial/recreational developments, since the security needs of the facility and maintenance of the accessways are most effectively handled by the owner/operator of the development. Other methods would be appropriate for obtaining public roadway and park areas. The provision of public access concurrent with private development is not envisioned as a problem since the type and form of development envisioned would be predicated upon public use and enjoyment.

Another consideration in the provision of public access, especially in areas adjacent to wetlands, is that the resource areas are protected from overuse. Achieving consistency with this section of the Coastal Act (30210) is really a matter of design, habitat buffers, and location of the access way. Lateral accessways, especially along the shoreline of Paradise Marsh, should be set back a sufficient distance to ensure protection of the marsh. However, closer proximity to the marsh can be achieved through the utilization of controlled access points. Overall, access ways should be provided and identified in accordance with the coastal access standards adopted by the Coastal Commission and Coastal Conservancy.

POLICY RECOMMENDATIONS

1. New public shoreline accessways shall be designated to and along Paradise Marsh and the Sweetwater River Channel as generally shown in Figure 5.

2. Public accessways as designated in Condition Number One shall be provided in conjunction with new development and protected through public access easements or other suitable means of conveyance.

3. In order to provide new public shoreline accessways, the City will seek the assistance of the Coastal Conservancy, or other appropriate agency, to acquire, plan, and finance public shoreline access.

4. The precise location, design and identification of public accessways shall be consistent, to the maximum degree feasible, with the coastal access standards prepared jointly by the Coastal Commission, resource agencies, and the Coastal Conservancy.

5. As indicated in the General Plan, it is the City's policy that the Bayshore Bikeway continue its development south of Bay Marina Drive

6. Alternative modes of access to National City's Bayfront shall be actively encouraged.

7. All new development shall incorporate adequate on-site parking to accommodate the parking demand generated. The number of required parking spaces for new development shall be determined during the implementation phase of the Local Coastal Program, but shall be, at a minimum, consistent with the schedule of parking requirements of the Municipal Code.

8. A new access road located westerly and parallel to the Paradise Marsh would extend southerly from the vicinity of Harrison Avenue at Bay Marina Drive to the National City Boat Launching Facilities and future marine oriented, commercial/and or recreational uses. A buffer shall be provided between the roadway and the marsh. A Specific Plan shall be prepared to identify desirable buffering between the marsh and roadway, located in the upland area west of Paradise Marsh. It should also proposed landscaping or other design elements to provide visual linkage and identity for the Paradise Marsh area and appropriate visual separation from the industrial area to the west and freeway to the east.

9. New development shall not interfere with desirable public access that may exist or be established by public use on or across private property, i.e. prescriptive rights. Desirable public access shall include access to natural or constructed coastal, recreational resources, except where necessary to protect fragile coastal resources or public safety, or where adequately provided for in another area.

CHAPTER IV
RECREATION

COASTAL ACT POLICIES

Sections 30212.5, 30213, 30220-30223, and 30256(c) require the provision of public and low-cost recreation and visitor-serving facilities, and the protection of coastal water and land areas that are suitable for recreational use. Also, visitor-serving commercial uses designed to enhance public opportunities for coastal recreation are assigned a higher priority than other private residential or general commercial development. As previously discussed, the Balanced Plan creates new low-cost visitor serving amenities for the public; such as a dry boat storage facility, RV Park, expanded park space, boating finger piers, and improved access to the bay.

EXISTING CONDITIONS

As mentioned in the previous section on access, the majority of National City's Bayfront is either under the jurisdiction of the United States Navy or the Unified Port District. In the case of the Navy lands, public access and recreational use is prohibited. The majority of the Port's holdings are developed with large scale industrial marine uses. The District has developed recreational opportunities in Pepper Park, the Aquatic Center, and the Pier 32 Marina. While all of these are within the District's jurisdiction, they do offer recreational opportunities and public access to both National City residents and the general public.

Also, as referenced in the section on Public Access, unauthorized off-road vehicle activity has been taking place on the undeveloped tidelands located east of the launching ramp and park. The ORV activity has also extended into areas within National City's jurisdiction around the Paradise Marsh, and the "D" Street fill in Chula Vista. Because of surveillance problems and intrusion into sensitive resource areas, the Port District has erected a fence around the perimeter of the area.

The only area within National City's portion of the Bayfront that is suitable for recreational use are the lands around Paradise Marsh. These lands are now privately owned and are not developed for any public recreational use. The City of National City has long recognized the potential of the Paradise Marsh area, and has examined this potential in both the General Plan and precise planning documents.

EXISTING PLANNING AND ZONING

A discussion of the General Plan designations and policies relative to the recreational potential of the Paradise Marsh is presented in the preceding section on Public Access. Rather than duplicate that discussion, the primary proposals of the Sweetwater River Flood Control Channel plans will be examined.

ANALYSIS

DEMAND

To quote from the California Coastal Plan,

> "The California coast provides an almost endless variety of recreational opportunities for people to play, to be refreshed, and to be inspired: wide sandy beaches for cooling off from the heat of the city, rocky headlands for exploring; high bluffs for watching the ever-changing ocean; waters for swimming, boating, surfing, and fishing; and tide pools, sea caves, and coastal wetlands for nature study. In short, the coast is a major provider of recreation important to the quality of life in California."

Even with the many public and commercial recreational opportunities and facilities which exist along the coast, a shortage of facilities persists for almost every popular recreational activity. According to the Coastal Plan, a reason for this situation is that 85% of California's population lives within 30 miles of the ocean. Although the exact demand for specific types of recreational facilities is difficult to project, studies universally indicate a continued high demand for the traditionally popular coastal activities such as fishing, sightseeing, beach and general day use throughout the southern portions of the state.

These same findings are particularly true for the San Diego coast. The CPO Coastal Access Study conservatively estimated that participation in recreational activities at coastal areas will grow by at least 55% over the next 20 years. The study also shows that the activities pursued by the highest number of participants are sunbathing, walking and swimming. Whereas sunbathing, walking and swimming are the most popular coastal recreational activities, the two activities which probably have the greatest unmet demand are beach camping and boating. San Diego County's Regional Park Implementation Study states that the greatest unmet recreation need is for beach camping, and projected that, in 1980, 10% to 15% of the demand for overnight facilities would be met. With respect to boating, the Port District projected that available slip sites might be exhausted by 1985.

Of particular importance to National City is the fact that there is a pent-up demand for coastal recreation opportunities throughout the state and San Diego. Because the South Bay has comparatively fewer recreational areas than other coastal areas in the San Diego Region, it could be deduced that there is even a larger unmet demand for coastal recreation in the South Bay. Not only is there demand, but the activities which are most popular or in greatest demand are those which are especially suitable to National City's Bayfront.

ENVIRONMENTAL CONSTRAINTS.

When discussing, in specific terms, the recreational development of National City's Bayfront in accordance with Coastal Act policy, the market, traffic usage, access, and other environmental constraints must first be considered. The Environmental Impact Report of 2022 considered these factors in developing the Balanced Plan development program. The Balanced Plan was a careful balance between maritime-related industrial and the creation of new recreational facilities and uses.

As explained in the Marsh Preservation discussion, the preservation of coastal wetland areas is a paramount objective of the Coastal Act. It is the position of both the U.S. Fish and Wildlife Service and the State Department of Fish and Game, that Paradise Creek Marsh is tidal marsh, and is an important and inseparable part of the Sweetwater Marsh complex. Any new recreational uses should be passive in nature. Both features are within federal ownership and are protected by existing regulations.

The 24th Street trolley station and freeway access (to I-5 and State Route 54) at Bay Marina Drive provide opportunities for tourist commercial development in the area north of Paradise Marsh, currently developed with meat packing facilities and parking lots. Streetscape and roadway improvements, or separated pedestrian facilities would be needed to improve pedestrian access from the trolley station under I-5 to the area.

Tourist commercial development at Bay Marina Drive north of Paradise Marsh would provide a gateway to National City's Bayfront as well as to the Port. It would provide facilities such as restaurants, hotel or motel and other complementary uses to those intended at the Bayfront itself, west of Paradise Marsh. It should be developed to encourage bicycle and pedestrian users since it is within close proximity to both the trolley station and the recreational area along the Sweetwater River Channel.

POLICY RECOMMENDATIONS

1. The National City Bayfront shall be designated for tourist commercial and recreational use, as indicated in the Land Use Plan (See Figure 2). The areas to the west and to the north of the Marsh shall be designated for tourist commercial and recreational uses. Wetland resources located west of the railroad shall be protected from incompatible development, consistent with marsh preservation policies.

2. The passive recreational area would accommodate the preservation of Paradise Marsh, along with the provision of public accessways and landscaped areas. Public access would be provided and managed consistent with the public access component of the LCP and the maintenance of wetland resource values. Beyond this area, a transition to more active uses could begin. Landscaped areas suitable for picnicking and general recreation may be appropriate.

3. In order to meet specific recreational market demands and provide an attraction for secondary uses, overnight uses and boating uses shall be assigned the highest commercial development priority for the commercial recreational areas. For the area west of Paradise Marsh, appropriate uses, as described in the Balanced Plan, include marina development, hotel/motel and restaurant facilities, recreational vehicle park/campground, dry-storage and boat service facility, and/or public park areas. For the area north of Paradise Marsh, hotel/motel facilities, restaurants and other tourist commercial use would be appropriate. A Specific Plan shall be prepared to address traffic circulation and roadway and other improvements, in conjunction with development plans for the tourist commercial area west of Paradise Marsh. The Specific Plan shall determine the location of roadway

improvements, based on resource protection standards, i.e., consistency with marsh preservation policies.

4. Tourist commercial development in the above referenced areas shall be consistent with existing or currently planned road capacities to the north and south of the proposed tourist commercial area, including the planned extension of Harrison Avenue and the Tidelands Avenue crossing proposed in the City of Chula Vista Bayfront LCP. The intensity of development shall also be reflective of the constraints placed on these roadways by the Marsh Preservation policies of this Plan. Approval of these land uses shall not be considered precedent for increasing the capacity of the roads to the north and south of the tourist commercial area.

5. Paradise Marsh has been acquired by the United States of America and is managed as a National Wildlife Refuge unit by the U. S. Fish and Wildlife Service. To enhance the environmentally sustainable recreation potential and attractiveness of the National City waterfront, the restoration and management of Paradise Marsh for high quality endangered species habitat and associated wetland values is a desirable program. A feasible restoration program is the province of the U. S. Fish and Wildlife Service whose coordination and cooperation with the City and other interested agencies, persons, and organizations is cordially invited.

6. To enhance the recreational potential and attractiveness of the National City waterfront, the restoration and protection of Paradise Marsh continues to be imperative and a continued City policy.

7. To ensure that the recreational potential of the area is maximized, development shall take into account the proximity to the MTS Trolley System, the Bayshore Bikeway, and the Sweetwater River Flood Control Channel's recreational areas and trails systems, as well as recreational uses planned for the adjacent Chula Vista Bayfront and other waterfront development on San Diego Bay.

CHAPTER V
MARSH PRESERVATION

COASTAL ACT POLICIES

Sections 30230, 30231, and 30236 require the preservation, enhancement, and restoration of water and marine resources including coastal waters, streams, wetlands, estuaries, and lakes. Sections 30233 and 30235 establish conditions under which diking, dredging, filling and the use of shoreline structures may and may not occur. Section 30233 (c) limits dredging to very minor incidental public facilities, restorative measures, and nature studies. Section 30240 provides for the protection of environmentally sensitive habitat areas by restricting uses within or adjacent to such areas.

EXISTING CONDITIONS

The Paradise Creek Marsh in southwest National City consists of two areas comprising a total of 29.8 areas, as described in the Working Paper on Paradise Marsh Biological Resources. The main area, 26.1 acres is size, is located west of Interstate 5 (I-5), within a 40-acre area designated as Open Space Wetland Preserve (OSR) in the Land Use Plan. A second area of approximately 3.7 acres lies east of I-5 and is connected to the main area by a culvert. It is designated as OSR in the Land Use Plan. Paradise Creek, partly in a meandering original channel and partly in a new channelized straight course, leads from the northeast corner of the main area to join the Sweetwater River south of the National City-Chula Vista border. Because of the Sweetwater River's connection to San Diego Bay and the low elevation of the area, the marsh is subjected to tidal action.

The main area is bounded on the east by I-5, on the west by Marina Way, and on the north by medium manufacturing along Bay Marina Drive. The southern boundary of the subject area is the National City-Chula Vista city line, but the wetland extends 1,800 more feet (20 more acres) south to the junction of the Paradise Creek channel with the Sweetwater River. This main area contains a large 9.4-acre section of coastal salt marsh represented by the Cordgrass, Saltwort, and Pickle weed habitats. The salt marsh surrounds a small intertidal flat and is itself surrounded by slopes leading to higher upland sites. On each side of a newly dredged channel are large, flat expanses of fill which support a salt pan with occasional patches of vegetation.

The secondary area is bounded on the east by Hoover Avenue, on the north by light manufacturing properties along West Thirtieth Street, and on the south by more light industry. The Metropolitan Transit Development Board's transit line is the west boundary. About one acre of coastal salt marsh and an equal area of salt pan lie within the area. Above and north of this area is a terrace of disturbed upland, most likely a former roadbed. Slopes lead up from here to the building sites at the north edge.

Paradise Creek originally flowed into the Paradise Marsh area, then west into San Diego Bay. Presently, Paradise Creek enters the main area from a culvert at the northeast corner of the marsh. Before entering the marsh, the creek runs in a channelized bed nearly 4,000 feet long. It drains approximately 1.5 square miles of upland National City. Almost half of its length within the marsh

is the original meandering channel; the remaining length is a straight channel leading to the Sweetwater River. At the National City-Chula Vista border, the channel is about 28 feet wide. The sides are steep and the almost flat bottom is under about two feet of water at low tide of -1.5 feet. There are many small tidal creeks connected to the meandering part of the creek and a few incipient tidal creeks along the straight part. Another stream flows from a storm drain at Hoover Street, through the second marsh area and a culvert, and then joins Paradise Creek.

Historically, the wetlands of California have been subjected to significant development. In 1900, California had 381,000 acres of wetlands, and southern California, from Santa Barbara County to San Diego County, had 26,000 acres. California's coastal wetlands have been reduced to 126,000 acres, a 67 percent reduction. Southern California's wetlands have been reduced by a similar percentage to 8,500 acres. Within the slightly larger Southern California boundaries, between Morro Bay and Ensenada, Mexico, three of the original 28 sizeable estuaries have been destroyed, ten drastically modified, and 15 moderately modified, leaving none untouched. San Diego Bay has lost an even higher percentage of its wetlands; it has 360 acres of salt marsh plus 600 acres of tidal flats remaining from an original 2,450 acres and 1,200 acres - an overall loss of 74 percent.

The land surrounding the marsh has been heavily impacted by man through industry, major highways, dredge, and historic fill operations. The marsh itself has been impacted by ATV, pedestrian activity and rubbish dumping. These impacts can be traced back to 1888 when a pier was built at the end of Twenty-Fourth Street. The open area to the west of the marsh was filled in 1946. Construction of the 1,960-acre Twenty-Fourth Street Terminal began in 1967. The area between Paradise Creek and San Diego Bay was filled in 1968, and the channel was dredged between Paradise Creek and the Sweetwater River. The land around the dredged channel is, for the most part, bare fill. The D Street fill in Chula Vista was formed in 1969, covering an area of 108 acres. It has eroded on its western edge, depositing sediment into a 26-acre tidal flat, degrading the tidal flat habitat. Due to creation of the Twenty-Fourth Street Marine Terminal, the dredging of the Twenty-Fourth Street channel and filling of some wetland area, another channel was dredged in 1969 to divert Paradise Creek south into the Sweetwater River.

Today, Paradise Creek is a remnant of a formerly extensive marsh system. It once joined with the Sweetwater River Marsh to create a continuous estuarine area all along National City's shoreline, and extended inland beyond National City Boulevard. It is now reduced to 29+ acres and is separated from the Sweetwater Marsh by the D Street fill. Still, the Sweetwater-Paradise Marsh complex is the highest quality marsh remaining in San Diego Bay.

EXISTING PLANNING AND ZONING

The Natural Setting Section of the National City's Updated General Plan contains several policy statements recommending the preservation of Paradise Marsh. For example:

Policy F. The City will preserve open space as necessary and desirable to conserve natural resources, to provide adequate recreation, and to protect public health and safety.

Policy H. The City will support efforts by state and federal resource agencies related to preserving valuable natural habitats in the Paradise Marsh and Sweetwater River areas.

Implementation Policy 9. Seek implementation of the adopted Local Coastal Program's Land Use Plan regarding preservation and enhancing of natural resources in the Paradise Marsh and Bayfront areas of the coastal zone in National City.

National City's Combined General Plan/Zoning Map designates the Paradise Marsh as Open Space Reserve (OSR). The secondary area of the marsh, that which is located east of I-5, is also designated as Open Space Reserve. The designation is applied primarily to implement the Local Coastal Plan, regarding preservation of open space wetland areas and passive use of the land for limited nature study purposes.

The Paradise Marsh area is also located within the Floodway Fringe (FF-1). This zone is applied to those areas of special flood hazard designated as Floodway Fringe on the "Flood Boundary and Floodway Map" of the Federal Flood Insurance Study. Before development can proceed within a special flood hazard area, a Flood Hazard Development Permit must be obtained concurrently with routinely required development permits. The FF-1 zone establishes the development standards with which development must comply to receive the Flood Hazard Development Permit.

ANALYSIS

RESOURCE VALUE

The value of the Paradise Marsh includes, but is not limited to, the following:

1. Through photosynthesis of algal species, the marsh provides an oxygen supply for the waters of San Diego Bay, necessary for survival of fish species and natural pollution impact abatement.

2. Flushing of plant and animal detritus from the marsh provides organic matter important for food chains in the bay and protection from sea level rise.

3. The marsh acts as a nursery for at least nine fish species, including several important sport fish species.

4. The wetland habitats are extremely important wildlife areas, supporting a very high diversity of bird species. These include a number of sensitive species, i.e., Belding's Savannah Sparrow, and potentially the Light-footed Clapper Rail. The wetlands also are an important stopover point for migratory species along the Pacific Flyway.

Potential uses for the wetlands, if preserved, are:

1. Basic scientific research, nature study, or educational uses;

2. Passive recreation (i.e., bird watching);

IMPACT ON MARSH

The biological resources of the Paradise Creek Marsh have been affected by both past and current impacts. Past impacts to the marsh, which changed is character and size, were reduction in total area of wetlands, landfill activities, and channel alteration of Paradise Creek. Current, ongoing impacts to the biological resources include off-road vehicle activity, rubbish disposal, and sedimentation and pollutant deposition from urban runoff.

PRESERVATION CONSIDERATIONS

One mitigation measure for preserving wetlands commonly referred to is the provision of a buffer area between the wetland and development. The Coastal Commission and other resource agencies recommend that development be set back 100 feet from the delineated edge of a wetland. The 100-foot-wide buffer may be increased in consultation with the resource agencies. The purpose of the 100-foot buffer is to ensure that the type and scale of development will not significantly degrade the adjacent habitat area. With respect to Paradise Marsh, the wetland is almost entirely surrounded by existing industrial development and transportation corridors, including lumber storage yards, automobile storage, and I-5 and State Route 54 rights-of-way. In most locations, this existing development lies immediately adjacent to the landward edge of the wetlands. In such situations, the Commission's guidelines recommend that new development observe an appropriate setback based on unique characteristics of the property.

In order to preserve the marsh, it is essential that the marsh be open to tidal flushing. Salt marshes need nitrogen, and preliminary fertilizer experiments have indicated that a marsh could be more productive if more nitrogen were available. One important source of nitrogen is ammonium from the ocean via tidal flushing. For example, in the Tijuana estuary, flushing can supply 1.0 - 2.16g nitrogen per square meter per year (28 percent of the nitrogen required for vascular plants, 10 percent of that required by vascular and algal plants combined). Another source of nitrogen is mineral recycling within the marsh itself, partly through decomposition. Also, tidal flushing exports about 30 percent of the marsh's net primary productivity to the ocean. For example, organic carbon leaves the Tijuana estuary at the rate of 35-105g carbon per square meter per year, mostly in the dissolved form. Since little particulate organic carbon (i.e., carbon in detritus) leaves, it is assumed that the detritus is consumed within the marsh and is a partial source of nutrients.

In years of low rainfall, lower tidal flushing can lead to hyper-salinity of the soil, which can reduce productivity, leading possibly to the elimination of some species. For example, Cordgrass cannot tolerate either high salinity or widely fluctuating salinities, and a population of Light-footed Clapper Rails would disappear from an area if it were deprived of Cordgrass for its nesting sites. It has been hypothesized that Los Peñasquitos Lagoon lost its Cordgrass between 1942 and the 1970's due to altered tidal circulation.

As mentioned previously, the essential measure necessary to guarantee the preservation of Paradise Marsh is the maintenance of tidal flushing. As long as the marsh is kept open to tidal flushing, and as long as the major input of freshwater continues to be runoff from the upstream areas rather than industrial discharge, the existing water quality will be maintained at acceptable levels. Other management alternatives, such as implementing increased street sweeping programs or sediment

control measures in selected sub-basins, do not appear to be necessary on the basis of the data and results presently available.

RESTORATION CONSIDERATIONS

As proposed, the Sweetwater River Flood Control Channel would have an overall beneficial impact upon the biological resources of Paradise Marsh. The reason for this, in addition to the preservation of the marsh itself through acquisition, is the restoration of the marsh's primary connection channel. The intended result of these actions is to increase the rates of tidal flushing, thereby improving the productivity of the marsh.

Consideration of restoration activities should definitely not be limited to the connection channel. Improving the tidal inundation of the main marsh itself would result in a more productive habitat and an increased number and diversity of wildlife utilizing the marsh. In addition, the marsh could become an aesthetic asset of National City's Coastal Zone.

In general, restoration of the area would entail removal of some of the fill from the present high salt-pan to the south of the marsh itself and in the secondary area to the east of I-5, and re-channelization of these two areas.

POLICY RECOMMENDATIONS

1. The wetlands of the Paradise Marsh complex, including the secondary area of Paradise Marsh, east of 1-5 (Bannister Marsh), salt marsh, freshwater marsh, saltpan, channel, and mudflat habitats, are valuable and sensitive biological resources and shall be preserved through coordinated actions by the City and the United States Fish and Wildlife Service, which manages Paradise Marsh for the United States of America. The plan shall be OPEN SPACE/WETLAND PRESERVE. The boundaries of the "Open Space Wetland Preserve" include marsh area within the Caltrans right-of-way easterly of the SDG&E right-of-way and Bannister Marsh.

2. In order to preserve Paradise Marsh, the wetlands located east of the Bayshore Bikeway; the secondary area of Paradise Marsh, east of I-5; and the Sweetwater River south of 35th Street shall be subject to the following policies:

    - Alteration shall be limited to minor incidental public facilities, restoration measures, and nature study. Consistent with the provisions of Section 30233, the diking, dredging and filling of wetlands, open waters, estuaries and lakes shall be permitted only where there is no feasible less environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects, and shall be limited to the following: incidental public service purposes, restoration purposes, and nature study. There shall be no alteration of Paradise Marsh, the wetlands located west of the railroad which are not proposed for public acquisition, as well as of the secondary area of Paradise Marsh.

    - The dumping of rubbish or commercial waste into the marsh areas shall be prohibited.

- The intrusion of off-road vehicles and unauthorized pedestrian traffic into the marsh areas shall be discouraged.

- A buffer area shall be established for new development adjacent to wetlands. A 100 ft. distance from the edge of the wetland shall generally provide an acceptable buffer. The required distance may be increased or decreased based on consultation with state and federal resource agencies. A buffer area less than 100 feet wide may be permitted, depending upon the analysis of the specific site proposed for development. Examples which may demonstrate that a lesser distance would be acceptable include, but are not limited to, the type and size of development, proposed buffer improvements such as landscaping or fencing, and existing site characteristics such as a grade differential between a marsh area and adjacent upland area, existing development in the area, and parcel size and configuration. Consistency with buffers required as part of the Sweetwater River Channel / State Route 54 project shall also be considered in order to determine appropriate buffers less than 100 feet wide. The buffers shall be determined with the concurrence of the State Department of Fish and Game.

3. To enhance the habitat and aesthetic value of Paradise Marsh transitional and high tide refuge areas located within the City's jurisdiction, the wetlands located west of the railroad that are not proposed for federal acquisition, as well as Bannister Marsh and the Sweetwater River south of 35th Street, feasible restoration activities shall be encouraged. Feasible restoration activities shall be determined with the potential assistance of the Coastal Conservancy, US Fish and Wildlife Service, California Department of Fish and Game, or other public agency or private group, including the Bayfront Conservancy Trust, to finance, plan, implement, and manage a restoration program. The recommended elements for a restoration program include:

   - A public access and information program that would be designed to allow observation of the marsh, while controlling intrusion into the marsh itself. A component of the access program should be an interpretive nature trail along the western margins of Paradise Marsh, which could connect with an observation platform.

   - The removal of all rubbish and debris from the marsh through a volunteer effort, or the California Conservation Corps.

   - The dredging of Paradise Marsh, consistent with a marsh restoration program, prepared in consultation with the California Department of Fish and Game and approved by the California Coastal Commission, possibly concurrent with the construction of the Sweetwater River Flood Control Channel, to improve tidal flow and flushing. Dredging shall be restricted to existing tidal channels.

   - The encouragement of a scientific research program.

4. Proposed new development, including roadways, located adjacent to the wetlands of Paradise Marsh, the wetlands located west of the railroad which are not proposed for public

acquisition, the secondary area of Paradise Marsh, east of I-5, and the Sweetwater River south of 35th Street, shall be designed to discourage the intrusion of pedestrians, vehicles, or domestic animals into the marsh through physical barriers such as fencing and/or landscaping with appropriate non-invasive species. In association with new development or remodeling of existing development contiguous with the wetlands, including roadways, drainage shall be directed off-site toward the Sweetwater River Flood Control Channel, or to existing street drains, whenever possible, or channeled into a settling area before entering the marsh. Potential increase in the rate of storm-water runoff, which may result from new development, including roadways, adjacent to wetlands, shall be controlled by detention basins or other means to avoid impacts of erosion and sedimentation on wetlands. The size, design and placement of such sedimentation control devices shall be developed in consultation with state and federal resource agencies prior to or concurrent with the commencement of construction and shall be installed and maintained by the developer, or any successors in interest.

5. Wetlands in private ownership, which may be located in the CT, C and M, as well as OSR designated areas, shall be protected from development through the application of an overlay zone or other appropriate, implementing regulation proposed in Policy #1. Necessary protective measures, including adequate buffers, regulations regarding the design and siting of structures, etc., and open space easements shall be determined during review of proposals for development, by application of criteria to be specified in the LCP Implementation Plan.

6. Landscaping in areas adjacent to wetlands shall include plants only which are not invasive of wetlands.

7. Specific erosion control measures shall be approved, incorporated into development, be in place at the initial phase of work, monitored and maintained in conjunction with all grading activities, consistent with Section X (B) (4) (k) of the Implementation Plan, during the period of November 1 to April 1 of each year for all properties which drain directly to marsh and wetland areas. These properties shall include all properties located in the following areas:

   All properties between 35th Street and the southern City limits;

   All properties in the area lying between 33rd Street, Hoover Avenue, 30th Street, and the MTS Trolley line;

   All properties in the City's jurisdiction located westerly of Highway I-5 and south of Bay Marina Drive.

NATIONAL
WILDLIFE
REFUGE
UNAUTHORIZED ENTRY
PROHIBITED

CHAPTER VI
VISUAL RESOURCES

COASTAL ACT POLICIES

Section 30251 of the Coastal Act calls for the protection of the scenic and visual qualities of coastal areas, and, where feasible, to restore and enhance visual quality in visually degraded areas.

EXISTING CONDITIONS

The industrial character of National City's Bayfront generally does not provide scenic values commonly associated with the natural resources of the Coastal Zone. Nonetheless, coastal industrial areas are essential to the economy of the City and region. Recreational facilities were added on the National City waterfront in the early 2000s with the construction of the National City Marina. The Balanced Plan includes the expansion of the existing Pepper Park, adds a dry boat storage facility, RV Park, and provides for future hotel projects. At the same time, it allows the marine-dependent industries to continue and to expand.

The Balanced Plan provides new scenic areas, vista points, and public access corridors. Within National City, the most notable scenic resource is Paradise Marsh and, under the Balanced Plan, the marsh is fully protected along with its public vista points.

The only public access area to the bay itself is from the existing boat launching ramp. Direct access to the bay is precluded by the National City Marine Terminal operated by the Port District. Pasha Automotive is an automobile importer and exporter with many land areas surrounding the Marine Terminal being used as car storage areas. Areas north of the terminal are typical small industrial facilities, as well as the Port's maintenance center.

EXISTING PLANNING AND ZONING

National City's General Plan includes policies for the protection of the Paradise Marsh, which provides aesthetic, as well as biologic values. Also of importance are policies which propose the upgrading of landscaping throughout the City. A specific policy proposes the construction and landscaping of special entryways to National City. It is proposed, as a part of this LCP, that this policy be applied to the recreational and commercial areas within the Coastal Zone. Appropriate landscaping should also be incorporated into proposed roadways, along Marina Way and adjacent to I-5 in order to provide an improved image and identity for the Paradise Marsh area.

National City's Land Use Code contains a sign ordinance which adequately manages the quality of signage and recognizes the importance of using signage as waypoints to public coastal access. The ordinance designates permitted signs in each zone, and establishes locational and size criteria. The sign ordinance also identifies signs that are prohibited, which includes billboards, and establishes a procedure for the abatement of such non-conforming signs.

Of particular significance to any new development within National City's Coastal Zone is the City's Site Plan Review Ordinance. The ordinance requires that prior to the issuance of building

permits, accurately dimensioned architectural drawings and plot plans be submitted for the review and approval of the Planning Department. Review criteria includes, but is not limited to, the following:

- desirable site layout and design
- utility of open areas
- adequacy of landscaping
- compliance with general plan

It is important to note that National City's site plan review far exceeds routine design review, in that both the Planning Department and Commission, on appeal, have the authority to deny site plans.

The tourist commercial designation and the Planned Development (PD) overlay zone is applied to the area north of Paradise Marsh and south of Bay Marina Drive, designated for commercial and recreational use in the Coastal Plan. The PD overlay requires approval by the Planning Commission, or City Council on appeal, for new project design, determined by a Planned Development permit. A Planned Development Permit may be approved, subject to consistency with the City's zoning ordinance, if after public notice and hearing, required findings for approval are determined to be supported by project information or by required conditions of approval.

There are several elements of this project which will greatly enhance the visual quality of the area. These elements are the creation of shoreline access and recreational features along the banks of the channel, the restoration of the connection between the Sweetwater River and Paradise Marsh, and the preservation of the marsh itself through acquisition. It should be noted that the enhancement of the area's visual quality is really a secondary benefit resulting from the primary objectives of the area's natural resources and providing recreational opportunities.

With respect to the appearance of access corridors, attention must be devoted to the Port District's Master Plan. Tidelands Avenue south of Bay Marina Drive is the only existing access route to the proposed recreational areas of National City, and it is located almost entirely within the jurisdiction of the Port District.

ANALYSIS

The control of signs, attention to landscaping, enhancement of marsh areas and development of parks will all contribute to improving the visual quality of National City's shoreline areas and should be actively encouraged. However, the single action that would have the most significant beneficial visual impact on the area will be the development of the proposed recreational and commercial areas contained in the Balanced Plan. In order to create an environment that will be a successful public attraction, it is essential that attention not only be devoted to the ultimate use of the area, but also to its appearance. The mandatory application of the City's site plan review procedure to a single, large scale development would ensure that the development of this critical area is of the highest aesthetic quality. The Planned Development Permit requirement would ensure public review for proposed projects. Additional control would be gained by applying a

Specific Plan requirement, particularly if further land divisions are proposed. It could also address the need for construction of the roadway concurrent with recreational and commercial development in the area west of Paradise Marsh and north of the Sweetwater River Channel. Further, it is recommended that the General Plan policy proposing the construction of landscaped entryways be implemented for Bay Marina Drive.

POLICY RECOMMENDATIONS

1. To ensure that the Army Corps of Engineer's Sweetwater River Flood Control project improves the scenic resources of the area, National City shall support and encourage the project as proposed with the following mitigations.

   - the restoration of the marsh connections with the Sweetwater River, and

   - the development of shoreline recreational features along the banks of the flood control channel

2. To ensure that the development of the proposed commercial and recreational area adjacent to Paradise Marsh west of the Bayshore Bikeway is of the highest aesthetic quality, the City shall require that the development of the site shall be in accordance with development standards and requirements to be determined by a Specific Plan for the area. The Specific Plan shall determine appropriate height limits, landscape elements, signage, and view protection and enhancement, consistent with the policies of the Land Use Plan. Vistas shall be provided from public roadways and public open space areas to Paradise Marsh and the Sweetwater River Flood Control Channel. Height limits shall be established as determined necessary to provide for focal points in key activity areas.

3. The design improvements identified in the Balanced Plan shall include landscape elements, signage, and architectural elements or criteria, such as height, scale, bulk, color, and building materials.

4. To ensure that new development throughout the Coastal Zone is visually appropriate, projects shall be reviewed for conformance to City standards for building aesthetics and materials, height, signage, and landscaping. Project design shall also be reviewed with regard to other appropriate visual elements identified through the development review process.

CHAPTER VII
INDUSTRIAL DEVELOPMENT

COASTAL ACT POLICIES

Sections 30232, 30250(b), 30255, and 30260-64 of the Coastal Act provide guidelines for industrial facilities, tanker facilities, liquefied natural gas terminals, oil and gas development, refineries, and electrical generating plants. Sections 30255 and 30260 establish locational criteria for coastal-dependent industrial development.

BACKGROUND

The following explanation of coastal-dependent and related industries is excerpted from the Unified Port District's Master Plan, and is included to provide the reader with a basic understanding of marine related industrial uses.

Marine related industry requires sites within close proximity to water because of functional dependencies for access to waterborne products, processes, raw materials or large volumes of water. The primary users of marine related industrial areas are dependent upon large ships, deep water and specialized loading and unloading facilities, typically associated with ship building and repair, processing plants and marine terminal operations. Other activities suitable for marine related industrial areas include railroad switching and spur tracks, cargo handling equipment (such as bulk loaders and container cranes), berthing facilities, warehouses, silos and fueling facilities, ship building, repair and conversion yards, steel fabrication and foundry, storage, repair and maintenance of marine machinery and construction equipment, kelp and seafood processing, canning and packaging, and aquaculture. Support industries linked to these primary industrial activities can be clustered together to capitalize on the benefits of reduced material handling costs, reduced on-site storage requirements, faster deliveries, and a reduction of industrial traffic on public roads.

EXISTING CONDITIONS

National City's portion of the Coastal Zone includes two separate areas that are characterized by industrial development. The most heavily industrialized area is located west of I-5. It is almost entirely developed with medium industrial uses, and is designated "MM" (Medium Manufacturing) on the Combined General Plan/Zoning Map, with an isolated area of "MH" (Heavy Manufacturing). The area is well served by truck access via I-5, rail access, and ship access through Port District lands.

The proximity of the Port lands is significant to this area because of the intense industrial activity which is generated. The National City Marine Terminal is one of only two terminals within the Port, and is the only one capable of expansion. The north wharf of the terminal is primarily used for the shipment of scrap metal and the receipt of petroleum products. Due to continuing increases in terminal operations, needs for additional berthing facilities are being created. The proposals contained in the Port's Master Plan to respond to this need would more than double berthing space at the National City Marine Terminal, and add a second container crane. The area located to the

rear of the Marine Terminal is used almost exclusively for the storage and handling of lumber and wood products.

The other industrial area within National City's Coastal Zone is the Sweetwater industrial area which is 160 acres in size and located east of I-5. The entire central portion of this area has been reserved for the joint Army Corps/CALTRANS Sweetwater River flood control channel and Highway 54 project. This area is virtually all developed with light industrial uses and some commercial areas fronting on National City Boulevard.

EXISTING PLANNING AND ZONING

National City's zoning ordinance contains four zones which implement the General Plan designation of industrial. Those zones are:

- light manufacturing (ML) zone
- medium manufacturing (MM) zone
- heavy manufacturing (MH) zone, and
- tidelands manufacturing (MT) zone

The purpose of the different zones is to designate compatible groupings of industrial uses and assign them appropriate zoning categories and locations. As the name of the different zones would imply, the intensity of the industrial use, in terms of both input and output, is the criterion utilized to segregate the various uses. Light manufacturing areas are located near residential and commercial uses, thereby creating a transition to more intense industrial uses. Examples of light manufacturing uses would include cabinet shops, electronics and appliance assembly, and auto body repair. Medium and heavy manufacturing areas would include such uses as petroleum recycling, steel fabrication and salvage areas. The other industrial zone is the tidelands manufacturing (MT) zone, which is coterminous with the jurisdiction of the Unified Port District. Although the City of National City does not retain land use authority over this area, the zone does identify those uses which would be compatible with Section 19 of the San Diego Unified Port District Act.

National City's zoning ordinance specifies permitted and conditional uses for the different industrial zone classifications, and also lists uses that are prohibited. In addition, the ordinance outlines a comprehensive set of development standards which establish design parameters. Standards are set forth for lot area, frontage, setbacks, aesthetics and materials, height, floor area ratio, lot coverage, parking, signing, and landscaping.

ANALYSIS

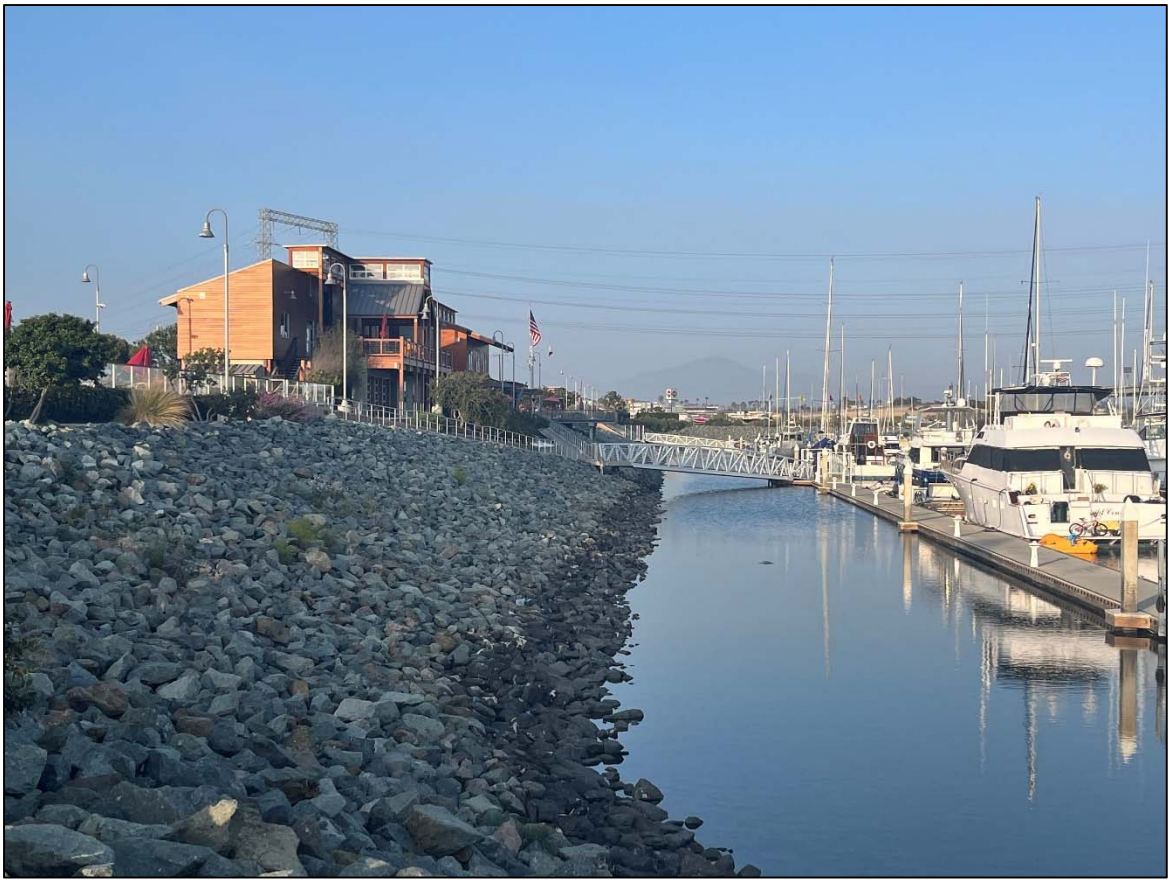
As discussed previously, National City's Coastal Zone is characterized by industrial development, much of which is related to the proximity of the Port's marine terminal activities. Due, in large part to the attraction of the marine terminal, virtually all of the industrial zoned land in National City's Bayfront has been developed. New industrial development and redevelopment will occur as older residential uses are eliminated; however, the assemblage of parcels large enough to accommodate and attract major industrial uses will be difficult. Taken together with the fact that

National City has no direct bay frontage, the imposition of a policy giving preference only to marine related industrial use could be unnecessarily burdensome.

In most situations, the free market should adequately handle the allocation of available industrial land to marine related industrial uses. The reason being that industrial uses that benefit from a coastal oriented location will compete more effectively for such parcels. However, a land use policy which would allow the free market to operate with the minimum regulatory intervention, and would also achieve consistency with the objectives of the Coastal Act for coastal dependent industrial activity would be advisable. Such a policy would only be applicable in situations where different industrial uses are competing for land, and in such instances would assign priority to marine related industry.

POLICY RECOMMENDATION

1. In the event that different industrial land uses are competing for available industrial land, priority shall be given to marine-dependent industrial uses.



CHAPTER VIII
ENVIRONMENTAL HAZARDS

COASTAL ACT POLICIES

Section 30253 (a) of the Coastal Act requires that new development minimize risks in areas of high geologic, flood and fire hazard.

EXISTING CONDITIONS

Potential sources of hazards within National City's jurisdiction of the Coastal Zone include land settlement hazards, seismic hazards, sea level rise, and flood hazards.

Settlement hazards in the area result from the presence of soft, sedimentary soil in the low lying areas, including areas of fill over bay/alluvium deposits. Bay mud has an almost liquid consistency and makes a poor foundation material.

No active faults are located within the area. Nearby, local faults include the northwest trending Rose Canyon fault, the Sweetwater fault and the La Nacion fault. The Rose Canyon fault is traceable as a fault zone from offshore at La Jolla to a point about 5 miles north of National City's Coastal Zone and is thought to extend through San Diego Bay to the Mexican border. The Sweetwater fault runs north-south along the eastern edge of National City, about 2 miles east of the coastal zone. The La Nacion fault also runs north-south, about a mile further east.

The Rose Canyon fault would be the most probable local source for a serious earthquake. The most severe shaking for the San Diego area occurred on May 27, 1982, possibly in the Rose Canyon fault zone, with a magnitude of 5.7 to 6.0. Seismic hazards to the area may also be expected from movement on the Elsinore fault zone, located about 40 miles to the east, with a maximum probable magnitude of 7.3.

The loose soils in the area are subject to potentially severe shaking from a magnitude 5.9 local earthquake. Older one-story buildings in the area would not provide great potential for damage. Newer buildings constructed in accordance with the Uniform Building Code would be expected to provide for specified safety standards. Other seismic-related hazards include subsidence, liquefaction and lateral spreading (movement of soil materials toward an unsupported slope, i.e. along stream channels. Ground rupture is considered a remote but possible earthquake occurrence related to movement on the nearby rose Canyon fault.

Other possible seismic hazards include tsunamis, sea waves generated by offshore, submarine earthquakes, and searching, surface waves within adjacent landlocked water bodies.

Flood hazards in the area result from natural watercourses, including Paradise Creek and the Sweetwater River. Within National City's Coastal Zone areas of potential flooding include the Paradise Marsh wetlands in Subareas I and III, and other low lying areas in Subarea III (Sweetwater industrial area). Completion of the U.S. Army corps of Engineers Sweetwater River Flood Control Project will mitigate this flooding hazard.

Sea Level Rise

As mentioned previously, the City currently has no residential development within its Coastal Zone and very few properties are impacted by sea level rise due to the distances between the bay and development. Additionally, there are very few properties that are available for either redevelopment or new development within the City's Coastal Zone. The City will review each project to determine if any proposed development may be impacted by sea level rise, consistent with the Commission's most recently adopted sea level rise guidance:

1. Acknowledge and address sea level rise as necessary in the General Plan and CDP decisions.

2. Use the best available science to determine City relevant and context-specific sea level rise projections for all stages of planning, project design, and permitting reviews.

3. Use a precautionary approach by planning and providing adaptive capacity for the higher end of the range of possible sea level rise when supported by updated sea level rise modeling.

4. Design adaptation strategies according to City conditions and existing development patterns, in accordance with the Coastal Act and the City's LCP policies.

5. Avoid significant coastal hazard risks to new development where feasible.

6. Minimize hazard risks to new development over the life of authorized structures.

7. Minimize coastal hazard risks and resource impacts when making redevelopment decisions.

8. Account for the social, economic, and environmental justice needs of the people of the City; assure priority for coastal-dependent and coastal-related development over other development.

9. Ensure that property owners understand and assume the risks, and mitigate the coastal resource impacts, of new development in flood hazardous areas.

10. Provide for maximum protection of coastal resources in all coastal planning and regulatory decisions.

11. Where applicable, maximize natural shoreline values and processes; avoid expansion and minimize the perpetuation of shoreline armoring.

12. Recognize that sea level rise will cause the public trust boundary to move inland. Protect public trust lands and resources, including as sea level rises. New shoreline protective devices should not result in the loss of public trust lands such as the Paradise Marsh.

13. Address other potential coastal resource impacts (wetlands, habitat, agriculture, scenic, etc.) from hazard management decisions, consistent with the Coastal Act and the LCP.

14. Address the cumulative impacts and City context of planning and permitting decisions.

15. Require mitigation of unavoidable coastal resource impacts related to permitting and shoreline management decisions.

16. Consider best available information on resource valuation when mitigating coastal resource impacts.

17. Coordinate planning and City decision making with other appropriate other local, or state and federal agencies.

18. Identify funding options for conducting and updating vulnerability assessments.

19. Provide for maximum public participation in the Coastal planning and other regulatory processes.

EXISTING PLANNING AND ZONING

The Natural Setting Section of National City's Updated General Plan contains several policies which address environmental hazards. For example:

Policy A	The City will enforce appropriate development regulations concerning geologic, soils and seismic hazards, and will monitor regional conditions, such as fault activity, which pertain to National City.
Policy B	The City will explore necessary measures to protect areas in danger from sea level and flood hazards.
Policy C	Assessment of potential flood and drainage impacts will be required of all major new developments. When significant impacts are identified, the project will provide adequate mitigation either directly or will provide the means for financing necessary public drainage improvements.
Implementation Policy 1	Maintain and improve the City's participation in regional planning for natural hazards, such as earthquakes and floods, and evaluate any new circumstances that may apply to National City.
Implementation Policy 2	Monitor any new information concerning the Sweetwater Fault, currently judged inactive, which runs through the far eastern portions of the City, and the La Nacion Fault, judged potentially active, which is less than a mile east of the City limits.
Implementation Policy 3	Revise and enforce appropriate development regulations as necessary to comply with recognized standards for protection from geologic, soils and seismic hazards, to ensure public safety.
Implementation Policy 4	Ensure through development regulations that proposed new development adequately provides for on- and off- site mitigation of potential flood hazards and drainage problems.

National City's Combined General Plan/Zoning Map applies the Floodway designation to land within the City that is vulnerable to flooding and subject to special, protective development regulations. The designated areas conform to the areas of special flood hazard identified by the Federal Insurance Administration.

The Army Corps of Engineers is constructing flood control channel improvements to alleviate flood hazards from the Sweetwater River. The area of the flood control channel is designated as open space by National City's Combined General Plan/Zoning Map.

ANALYSIS

Environmental hazards in National City's Coastal Zone are not substantially different from other areas in the City, except for area of fill over bay/alluvium deposits. General Plan policies and implementing ordinances address environmental hazards. Building permit applications require site plan review by the Planning Department, which incorporates concerns of other City Departments, i.e., Building, Fire, Police and Engineering. Uniform Building Code requirements address adequacy of soils for proposed construction and adequacy of proposed construction with regard to seismic hazards. Additional policies are recommended to address geologic hazard in the coastal area.

POLICY RECOMMENDATIONS

1. Consistent with the above sea level rise policies, review of new development for potential flood, seismic ,and geologic hazards by the City shall determine necessary improvements to minimize risk during the site plan review process, or during any applicable, discretionary review process.

2. Geotechnical reports shall be required for new development in areas subject to geologic hazard.

3. Waivers of liability shall be required from applicants for coastal development permits in areas of geologic hazard.

4. Prior to the development of the parcels on both sides of the existing Sweetwater River Channel, south of 35th Street, a sea level flood hazard study shall be conducted, based upon design criteria anticipating the potential flood hazard remaining after the construction of the Sweetwater River Flood Control channel or from a 100-year flood, whichever is applicable at the time of development. Only development consistent with the recommendations of the study shall be approved for the area. Specific development policies shall be provided in the Implementation Plan. The policies shall stress provision of adequate setbacks to minimize the amount of fill necessary for flood protection, and no armoring or channelization of the existing river channel for flood protection shall be allowed.

REFERENCES

California Coastal Act of 1976, Public Resources Code Section 30000-30900.

California Coastal Commission, Local Coastal Program Manual, October, 1979.

California Coastal Commission, Local Coastal Program Regulations, July, 1980.

California Coastal Commission, Statewide Interpretive Guidelines, March, 1977.

California Coastal Commission, National City Issue Identification and Work Program, Staff Report, February 19, 1980.

California Coastal Zone Conservation Act of 1972, Public Resources Code Sections 27000-27650.

California Coastal Zone Conservation Commission, California Coastal Plan, December, 1975.

California Coastal Zone Conservation Commission, (San Diego Region), Recreation, 1974.

City of Arcata, Coastal Land Use Element, November, 1979.

City of Carlsbad, Local Coastal Program, September, 1980 (PRC Toups)

City of Carpentaria, Coastal Plan, January, 1980.

City of Chula Vista, Phase II Chula Vista Bayfront Local Coastal Program, certified March 27, 1984 (Sedway Cooke Associates).

City of Chula Vista, Chula Vista Bayfront Specific Plan, Chula Vista Local Coastal Program Phase III, amended February, 1986.

City of National City, Updated General Plan, adopted February 1, 1983.

City of National City, Combined General Plan/Zoning Map.

City of National City, Community Development Commission, Draft Environmental Impact Report, E.J. Christman Business and Industrial Park, August 1977, (M.S.A., Inc.)

City of National City, Issue Identification and Work Program, July, 1978. (Westec Services)

City of National City, Land Use Code.

City of Oceanside, Land Use Plan, February 19, 1980.

City of Pacifica, Local Coastal Land Use Plan, September 14, 1979, (Ironside and Associates).

REFERENCES (continued)

Comprehensive Planning Organization, the San Diego Regional Coastal Access Study, June, 1978, (PBQ&D, Inc.).

San Diego Unified Port District, Port Master Plan, February 19, 1980.

San Diego Unified Port District, Port Master Plan EIR, September, 1979.

San Diego Unified Port District, Recreational Demand, September, 1972.

San Diego Unified Port District, Boating Slip Demand - 1995, August, 1978.

U.S. Army Corps of Engineers, Los Angeles District, Environmental Statement - Sweetwater River Flood Control Channel, State Highway Route 54, July, 1977.

U.S. Army Corps of Engineers, Los Angeles District, Environmental Statement - Recreation Facilities and Conservation of Sweetwater - Paradise Marshlands, July, 1977.

U.S. Army Corps of Engineers, Los Angeles District, Sweetwater River - Final Environmental Impact Statement, Sweetwater River Flood Control Channel, State Highway Route 54, Interstate Highway Route 5, Recreation Facilities and Conservation of Marshlands, San Diego County, California, March 1982.

U.S. Army Corps of Engineers, Los Angeles District, Sweetwater River Flood Control Improvement, General Design Memorandum for Sweetwater River Flood Control Channel, San Diego County, California, Main Report, March 1982.

U.S. Department of Housing and Urban Development, Federal Insurance Administration, Flood Insurance Study - City of National City, August, 1978.

CALIFORNIA COASTAL COMMISSION SEA LEVEL RISE POLICY GUIDANCE Interpretive Guidelines for Addressing Sea Level Rise in Local Coastal Programs and Coastal Development Permits. Nov. 7, 2018

CALIFORNIA COASTAL COMMISSION ENVIRONMENTAL JUSTICE POLICY. March 8, 2019.

Port of San Diego Environmental Impact Report Balanced Plan. PMPA and DEIR Nov 2021.

AGENDA REPORT

Department: **Community Development - Neighborhood Services**
Prepared by: **Dionisia Trejo, Administrative Secretary**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Temporary Use Permit – The 16th Annual San Diego Granfondo Bike Ride Sponsored by Life Sports Foundation on 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 or in Accordance to City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
This is a request from Life Sports Foundation to conduct the 16th Annual San Diego Granfondo Bike Ride through San Diego County on April 6, 2025, from 7:30 a.m. to 5 p.m. The event starts in Little Italy, downtown San Diego and finishes at Ruocco Park. 1,200 participants are expected for this event. Three routes will be offered: a 34-mile short course; 56-mile intermediate course; and a 105-mile-long course. The course begins in Downtown San Diego under the Little Italy sign and proceeds west to Pacific Hwy and then south to Harbor Drive. It enters National City at West 8th Street, turning right onto Roosevelt Avenue and turns left onto Plaza Boulevard. The ride continues east on Plaza Boulevard until exiting National City via Paradise Valley Road. Riders will follow the rules of the road. *Note: This event has been approved by City Council for prior years with No Waiver of Fees.*

FINANCIAL STATEMENT:
Total cost is $1,087.52: (1) City processing fee of $312.00; and (2) $775.52 for Police Department.

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
- [x] Sporting Event
- [ ] Other (specify) _____

Event Name & Location

Event Title: San Diego Granfondo bike ride

Event Location (list all sites being requested): use of city streets

RECEIVED
OCT 02 REC'D
Neighborhood Services Department
City of National City

Event Times

Set-Up Starts
Date 4/6/2025 Time 5:00 AM Day of Week Sunday

Event Starts
Date 4/6/2025 Time 7:30 AM Day of Week Sunday

Event Ends
Date 4/6/2025 Time 5:00 PM Day of Week Sunday

Breakdown Ends
Date 4/6/2025 Time 5:00 PM Day of Week Sunday

Applicant Information

Applicant (Your name): Tobias Panek Sponsoring Organization: Life Sports Foundation

Event Coordinator (if different from applicant) _____

Mailing Address: PO box 1210, Poway CA 92074

Day Phone: 858-255-9709 After Hours Phone _____ Cell: 858-255-9709 Fax _____

Public Information Phone: 858-255-9709 E-mail: tobias@gftours.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 8/21/2024

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):

Fundraiser for Life Sports Foundation

$_Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$ 90K Estimated Expenses for this event.

$ 10K 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:

14th annual San Diego Granfondo bike ride through National City, Chula Vista and San Diego

Estimated Attendance

Anticipated # of Participants: 1000 Anticipated # of Spectators: 0

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ **No** ☑

List any streets requiring closure as a result of the event (provide map): _____

_____

Date and time of street closure:_____Date and time of street reopening: _____

☐ Other (explain)_____

Requesting to post "no parking" notices? Yes ☐ **No** ☑

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

_____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

_____

_____

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ **No** ☑ If YES, name and address of Security Organization _____

_____

Security Director (Name):_____Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? **Yes** ☐ **No** ☑ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

_____

_____

_____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? **Yes** ☑ **No** ☐ First aid/CPR certified? **Yes** ☑ **No** ☐

☑ First aid station to be staffed by professional company. ► Company AMR

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:

Individuals with disabilities have their own bikes

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 _____

_____ # of tents size _____

☑ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☑ No tables being set up

_____ # of chairs ☑ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☑ No tables being set up

_____ # of chairs ☑ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☑ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ **No** ☑

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ **No** ☑

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

_____
Address City/State Phone Number

Using electrical power? Yes ☐ **No** ☑

☐ Using Kimball Park Bowl Lighting (from_____to____)

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold of given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ **No** ☑

☐ Vendors preparing food on-site ▶ #_____ ▶ Business License #_____

If yes, please describe how food will be served and/or prepared: _____

_____

If you intend to cook food in the event area please specify the method:
☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ▶ #_____ ▶ Business License #_____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

☐ Vendors selling food #_____ ▶ Business License #(s) _____

☐ Vendors selling merchandise #_____ ▶ Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services #_____ ▶ Business License #(s) _____

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) #_____

▶ Explain type(s) of information _____

☑ No selling or informational vendors at event

Having children activities? Yes ☐ **No** ☑

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ 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 $545.00

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:

We request 1 officer at 8th st and Harbor dr to help cyclists making the left hand turn onto

8th st from 7:00 AM - 9:00 AM

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: San Diego Granfondo

Event Address: PO Box 1210, Poway CA 92074 Expected # of Attendees: 1000

Event Host/Coordinator: KOZ Events Phone Number: 858-255-9709

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: _____			✓
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			✓
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: Life Sports Foundation

Person in Charge of Activity: Tobias Panek

Address: PO Box 1210, Poway CA 92074

Telephone: 858-255-9709 Date(s) of Use: 4/6/2025

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.

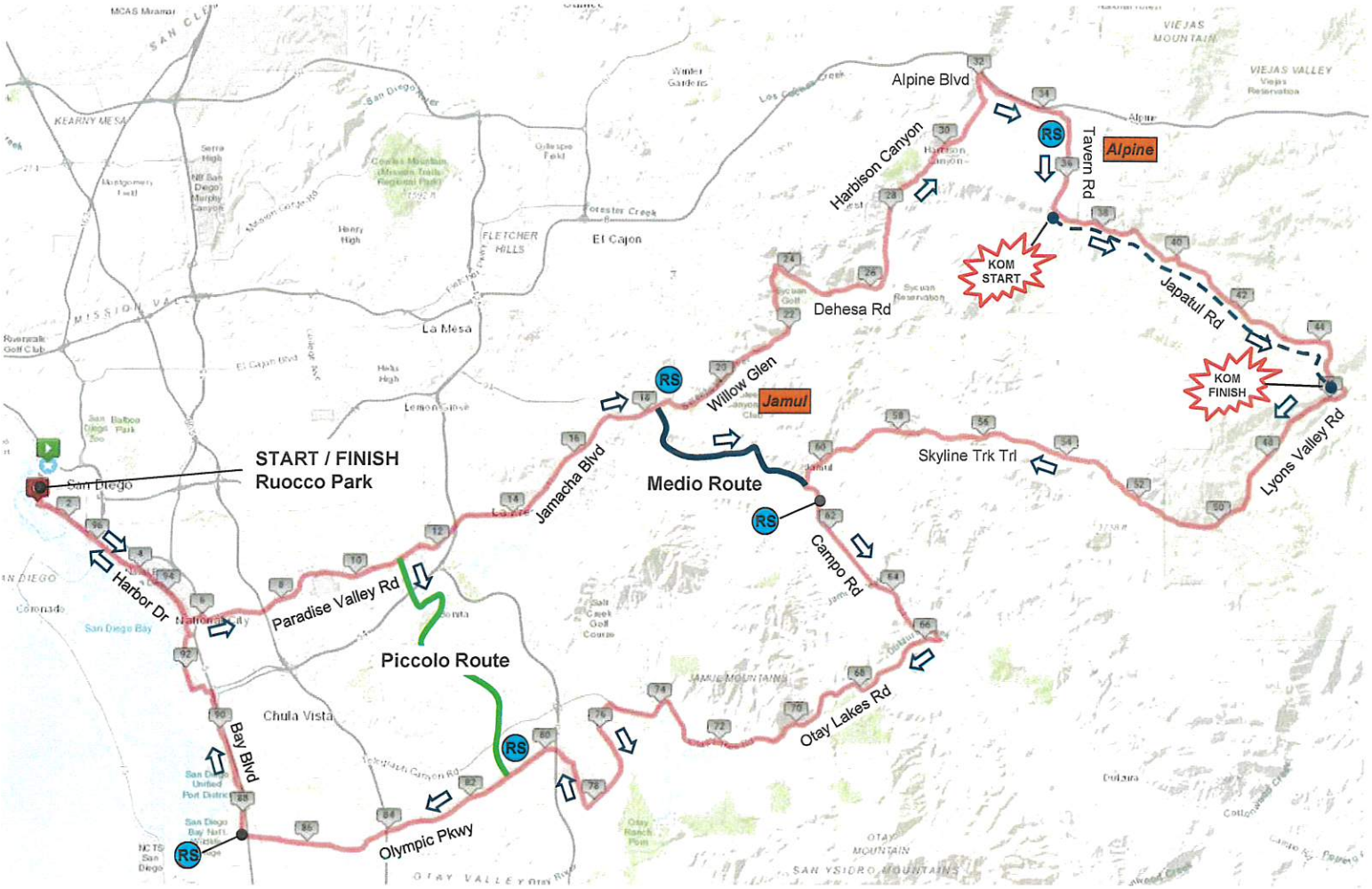
Signature of Applicant: [redacted]

Official Title: President, KOZ Events Date: 8/21/2024

For Office Use Only

Certificate of Insurance Approved_____ Date _____

Route Map


START / FINISH
Ruocco Park
San Diego
Harbor Dr
Paradise Valley Rd
Piccolo Route
Chula Vista
Bay Blvd
Olympic Pkwy
Jamacha Blvd
Willow Glen
Jamul
Medio Route
Campo Rd
Otay Lakes Rd
Skyline Trk Trl
Lyons Valley Rd
Japatul Rd
KOM FINISH
KOM START
Dehesa Rd
Harbison Canyon
Alpine Blvd
Tavern Rd
Alpine
El Cajon
La Mesa
RS

GRANFONDO SAN DIEGO
Permit Timeline

Saturday

6:00 AM	Expo set-up in Ruocco Park, close parking lots
	Set-up bike racks, finish line truss, place out
10:00 AM	Registration Opens / Expo Opens
4:00 PM	EXPO closes
5:00 PM	Security Arrives

Sunday

4:00 AM	Finish line set-up	
	Place Tapper at G st. Push S/B traffic into median lane	
5:00 AM	Registration Opens	
7:00 AM	Opening remarks, event rules, cautions	
Ride Start		
7:30 AM	Gran Fondo	105 mi
8:00 AM	Medio Fondo	60 mi
8:30 AM	Piccollo Fondo	34 mi
8:45 AM	Donut ride	20 mi
5:30 PM	Course Closes	

Campagnolo GranFondo San Diego
Gran Fondo Cue Sheet

0 mi	Start at Ruocco Park
5.6 mi	Turn left onto W 8th St
6.0 mi	Turn right onto Roosevelt Ave
6.2 mi	Turn left onto W Plaza Blvd
8.6 mi	Straight onto Paradise Valley Rd
12.7 mi	Continue onto Jamacha Blvd
17.2 mi	Turn right onto 94
17.7 mi	Continue straight onto Jamacha **(rest stop on Right)**
18.6 mi	Turn right onto Willow Glen Dr
23.6 mi	Turn right onto Dehesa Rd
26.8 mi	Continue straight onto Harbison Canyon Rd
31.4 mi	Turn left onto Arnold Way
32.2 mi	Turn right onto Alpine Blvd
34.4 mi	Turn right onto Tavern Rd **(rest stop on Right)**
37.1 mi	Continue onto Japatul Rd (**start KOM/QOM**)
44.2 mi	Turn right onto Lyons Valley Rd (**End KOM/QOM**)
51.9 mi	Turn right onto Skyline Truck Trail
59.0 mi	Continue onto Lyons Valley Rd
60.3 mi	Turn left onto Jefferson Rd
60.1 mi	Turn left onto Campo Rd **(rest stop on Right)**
65.6 mi	Turn right onto Otay Lakes Rd
75.3 mi	Turn left onto Hunte Pkwy
78.2 mi	Turn right onto Eastlake Pkwy
79.2 mi	Turn left onto Olympic Pkwy
80.2 mi	Turn right onto E Palomar St **(Rest stop on Right)**
80.5 mi	Return to Olympic Pkwy and right onto Olympic Pkwy
84.6 mi	Continue straight on E Orange Ave
87.1 mi	Turn left onto Palomar St
88.0 mi	Turn right onto Bay Blvd
90.5 mi	At E st Make left onto Gunpowder Point Dr and onto Bayshore Bikeway
91.8 mi	Turn left onto W 32nd St
92.0 mi	Turn right onto Tidelands Ave
93.3 mi	Turn left onto E Harbor Dr
98.1 mi	Finish left into Ruocco Park

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 20 2017

LIFE SPORTS FOUNDATION
9939 HIBERT ST STE 105
SAN DIEGO, CA 92131-0000

Employer Identification Number:
82-2498593
DLN:
26053654002787
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 27, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

LIFE SPORTS FOUNDATION

Sincerely,

Director, Exempt Organizations
Rulings and Agreements

Letter 947

LIFE SPORTS FOUNDATION
LIFE THROUGH SPORTS

Life Sports Foundation
16805 Highland Valley Rd.
Ramona CA 92065

8/6/2024

The Official notice authorizes and validates the following,

The KOZ Events organization via Tobias Panek and Jennifer Nanista are authorized agents to apply on behalf of the Life Sports Foundation to secure permits for the San Diego Granfondo scheduled for Sunday April 6, 2025. Should you have any questions, please contact me at carrie@lifesportsfoundation.com or 619-507-7920.

Sincerely,

[redacted]

Carrie Panek
President / CEO

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 2/7/2024

ESL ID: 5174063275

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: 2982559

Entity Name: GRANFONDO CYCLING TOURS 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)

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	KOZ EVENTS
Business Location	9939 HIBERT ST SAN DIEGO, CA 92131-1029
Business Owner(s)	TOBAIS (PRES) PANEK CARRIE (VICE PRES) PANEK

Business Type	Special Event
Account Number	09018345
Effective Date	January 01, 2024
Expiration Date	December 31, 2024

TOBAIS PANEK
KOZ EVENTS
PO BOX 1210
POWAY, CA 92074-1380

[redacted]

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.

KOZ EVENTS

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

TOBAIS PANEK
KOZ EVENTS
PO BOX 1210
POWAY, CA 92074-1380

Account Number: **09018345**

Date of Issue: **01/01/2024**

CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: Life Sports Foundation
EVENT: San Diego Granfondo Bike Ride
DATE OF EVENT: 04/06/2025

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [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 Event Medical Provider (American Medical Response) to provide the following:

- A valid copy of the Certificate of Liability Insurance from the applicant, Life Sports Foundation, and American Medical Response.
- 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 American Medical Response 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
No involvement

POLICE DEPARTMENT
Based on the information provided in the TUP, the recommendation would be that two officers be assigned to the procession for a period of one to four hours in order to provide a safe traffic break as the cyclists make their way through the proposed intersection. As the riders make their way through National City, they will need to comply with all appropriate traffic laws. The current officer rate is attached below: That would be for a total of (4) hours of overtime times 2 officers at a pay rate of $96.94 per hour/per officer for a total of $775.52 combined. **Four hours of overtime is the minimum per the NCPOA MOU. **

ENGINEERING
No comments received

COMMUNITY SERVICES
No comments received

FINANCE
No comments received

FIRE (619) 336-4550

No fees for this event

Stipulations required by the Fire Department for this event are as follows:

1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach

2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes

3) First Aid will be provided by organization

COMMUNITY DEVELOPMENT

Planning
No comments

Building
No comments

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.

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #17 for the Period of 10/18/24 through 10/24/24 in the Amount of $5,763,144.78

RECOMMENDATION:
Ratify Warrants Totaling $5,763,144.78

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 10/18/24 – 10/24/24. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Innovate Construction	371869	$60,690.00	CIP 22-09 Eastside I-805 Greenbelt
Wright Construction	371895	$484,705.20	CIP 19-11 Paradise Creek Water Quality
Kaiser Foundation	371870	$219,271.44	Nov 2024 – Group #104220 Insurance
Mile of Cars Assoc	371909	$77,386.34	FY23&24 Lighting Maint District
Public Emp Ret	242970183	$358,012.11	Service Period 10/1/24 – 10/14/24
Union Tower One LP	4771	$2,681,809.58	Union Tower Draw #4

FINANCIAL STATEMENT:
Warrant Total $5,763,144.78

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. 17

WARRANT REGISTER # 17
10/24/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
ACE UNIFORMS & ACCES	MAYOR MORRISON/ JOSIE OUTSIDE WINTER JACKET	371896	10/24/24	362.03
SMART SOURCE OF CALI	BUSINESS CARD FOR YAMANE'S EXEC ASS - ROMAN	371920	10/24/24	45.98
			Total for Department	**408.01**
Building/Planning				
4LINK NETWORK CONSUL	COLLECT AND TRACK HOME INSPECTION REQUEST	371847	10/24/24	200.00
STAPLES BUSINESS ADV	MOP#45704 PLANNING OFFICE SUPPLIES	371922	10/24/24	56.76
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT FEES FOR CANCELL	371924	10/24/24	133.80
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT FEES FOR CANCELL	371925	10/24/24	133.80
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT FEES FOR CANCELL	371926	10/24/24	133.80
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT FEES FOR CANCELL	371927	10/24/24	133.80
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT FEES FOR CANCELL	371928	10/24/24	133.80
SUNRUN INSTALLATION	REFUND A PORTION OF PERMIT FEES FOR CANCELL	371929	10/24/24	133.80
			Total for Department	**1,059.56**
CAO				
STAPLES BUSINESS ADV	MOP 45704 / CITY ATTORNEY OFFICE SUPPLIES	371921	10/24/24	157.57
STAPLES BUSINESS ADV	MOP 45704 / CITY ATTORNEY OFFICE SUPPLIES	371921	10/24/24	266.38
			Total for Department	**423.95**
City Clerk				
TRANS-LANG	TRANSLATION SERVICES FOR CITY COUNCIL MEETIN	371933	10/24/24	1,155.00
TRANS-LANG	TRANSLATION SERVICES FOR CITY COUNCIL MEETIN	371933	10/24/24	595.00
TRANS-LANG	TRANSLATION SERVICES FOR CITY COUNCIL MEETIN	371933	10/24/24	735.00
TRANS-LANG	TRANSLATION SERVICES FOR CITY COUNCIL MEETIN	371933	10/24/24	595.00
TRANS-LANG	TRANSLATION SERVICES FOR CITY COUNCIL MEETIN	371933	10/24/24	1,103.76
TRANS-LANG	TRANSLATION SERVICES FOR CITY COUNCIL MEETIN	371933	10/24/24	1,295.00
			Total for Department	**5,478.76**
CMO				
NATIONAL CITY CHAMBE	PROVIDE ECONOMIC DEVELOPMENT SERVICES	371877	10/24/24	3,200.00
NATIONAL CITY CHAMBE	PROVIDE ECONOMIC DEVELOPMENT SERVICES	371877	10/24/24	2,500.00
			Total for Department	**5,700.00**
Community Services/Nutrition/Library				
AIR EXHAUST CORP CO	CLEANING SERVICES OF HOODS, FANS, DUCTS AT N	371848	10/24/24	72.00
AMAZON CAPITAL SERVI	LUNCH AT THE LIBRARY PONY BEADS COMPOSTABL	371849	10/24/24	1,521.63
AMAZON CAPITAL SERVI	LUNCH AT THE LIBRARY- SUPPLIES	371849	10/24/24	192.25
AMAZON CAPITAL SERVI	LUNCH AT THE LIBRARY- SUPPLIES	371849	10/24/24	2,689.09
AMAZON CAPITAL SERVI	LUNCH AT THE LIBRARY- SUPPLIES	371849	10/24/24	624.81
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT PURCHASES	371849	10/24/24	429.94

WARRANT REGISTER # 17
10/24/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
AMAZON CAPITAL SERVI	CRAFT AND PROGRAM SUPPLIES SR PRG/CSD	371849	10/24/24	42.86
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	371849	10/24/24	-35.64
AMAZON CAPITAL SERVI	TARP USED FOR SNOWHILL AT A KIMBALL HOLIDAY/C	371849	10/24/24	252.04
AMAZON CAPITAL SERVI	JBL BLUETOOTH SPEAKER	371849	10/24/24	110.86
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	371856	10/24/24	64.17
HOME DEPOT CREDIT SE	KIMBALL HOLIDAY HOUSEHOLD TOOL KIT/CSD	371868	10/24/24	67.87
HOME DEPOT CREDIT SE	KIMBALL HOLIDAY HOME TOOL KIT/CSD	371868	10/24/24	78.60
HOME DEPOT CREDIT SE	KIMBALL HOLIDAY STORAGE BINS WITH WHEELS/CSI	371868	10/24/24	323.14
OCLC, INC	OCLC- CATALOGING AND METADATA SUBSCRIPTION	371878	10/24/24	13,353.78
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371883	10/24/24	153.43
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371883	10/24/24	151.75
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371883	10/24/24	151.75
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371883	10/24/24	153.43
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371883	10/24/24	151.75
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371883	10/24/24	153.43
SANCHEZ MAYO, LESTER	CONT INST PYMT BASKETBALL CLASS CAMACHO FAL	371885	10/24/24	1,540.00
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371890	10/24/24	358.93
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371890	10/24/24	4,398.97
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371890	10/24/24	3,467.08
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371890	10/24/24	986.44
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371897	10/24/24	237.35
AMAZON	AMAZON- GLOW IN DARK POWDER, SLIME	371898	10/24/24	38.99
AMAZON	AMAZON- TONER CARTRIDGE	371898	10/24/24	146.31
AMAZON	AMAZON- SEQUIN GLITTER, CANISTERS, BEADS, ALU	371898	10/24/24	64.93
BAKER & TAYLOR	BAKER AND TAYLOR- GUINNESS WORLD RECORDS	371900	10/24/24	71.61
BAKER & TAYLOR	BAKER AND TAYLOR- CALDENDER OF EVENTS, PRIN(	371900	10/24/24	162.46
CALIFA GROUP	CALIFA- SUBSCRIPTION RENEWAL	371902	10/24/24	400.00
PACIFIC REFRIGERATIO	SERVICE CALL CHARGE	371912	10/24/24	886.81
PACIFIC REFRIGERATIO	SERVICE CALL CHARGE	371912	10/24/24	223.00
SMART SOURCE OF CALI	MOP 63845 DEPARTMENT ENVELOPES/CSD	371919	10/24/24	286.44
STAPLES BUSINESS ADV	MOP 45704 CREDIT MEMO/CSD	371921	10/24/24	-15.41
STAPLES BUSINESS ADV	MOP 45704 CREDTI MEMO/CSD	371921	10/24/24	-15.41
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES/CSD	371921	10/24/24	57.24
			Total for Department	**33,998.68**

Engineering / PW's

BLUE PACIFIC ENGINEE	CIP 19-45 CIVIC CENTER ADA	371851	10/24/24	6,289.20
GRAINGER	CEILING TILE FY25-PW/FAC	371863	10/24/24	550.97
GRAINGER	MOP 65179 PRESSURE GAUGE FY25-PW/EQM	371863	10/24/24	141.18
HDR ENGINEERING, INC	PARADISE CREEK AT PLAZA PHASE II	371866	10/24/24	6,274.25
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371868	10/24/24	777.20
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371868	10/24/24	255.88
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371868	10/24/24	96.39
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371868	10/24/24	120.69
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371868	10/24/24	611.35
INNOVATIVE CONSTRUCT	CIP 19-23 CENTRAL COMMUNITY MOBILE ENHMNT PF	371869	10/24/24	3,376.00
INNOVATIVE CONSTRUCT	CIP 22-09 EASTSIDE I-805 GREENBELT	371869	10/24/24	60,690.00

WARRANT REGISTER # 17
10/24/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK	371869	10/24/24	7,210.00
INNOVATIVE CONSTRUCT	CIP 19-23 CENTRAL COMMUNITY MOBILE ENHMNT PF	371869	10/24/24	1,747.00
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	371869	10/24/24	2,538.00
INNOVATIVE CONSTRUCT	CIP 24-04 FY24/25 ADA IMP	371869	10/24/24	2,001.00
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	371869	10/24/24	2,010.00
INNOVATIVE CONSTRUCT	CIP 24-04 FY24 AND FY25 ADA IMPROVEMENTS PROJ	371869	10/24/24	2,668.00
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	371869	10/24/24	2,774.00
INNOVATIVE CONSTRUCT	CIP 24-04 FY24 AND FY25 ADA IMPROVEMENTS PROJ	371869	10/24/24	2,467.00
INNOVATIVE CONSTRUCT	LAS PALMAS POOL SITE REPAIRS AND COORDINATIC	371869	10/24/24	1,553.00
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	371869	10/24/24	41.01
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	371869	10/24/24	48.99
INNOVATIVE CONSTRUCT	CIP 15-05 ROOSEVELT AVE CORRIDOR SMART GROW	371869	10/24/24	990.00
KIMLEY HORN AND	CIP 19-23 CENTRAL CMNTY MOBILITY	371871	10/24/24	3,150.45
KIMLEY HORN AND	CIP 19-25 CNC BIKE WAYFINDING	371872	10/24/24	2,254.61
LEFORT'S SMALL ENGIN	MOP 80702 AUTO SUPPLIES FY25-PW/EQM	371873	10/24/24	500.00
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371879	10/24/24	57.82
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371879	10/24/24	88.54
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371879	10/24/24	62.90
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371880	10/24/24	13.55
PROJECT PROFESSIONAL	CIP 24-07 PROFESSIONAL SVCS FOR ARTS ROOF REI	371882	10/24/24	3,933.94
PROJECT PROFESSIONAL	CIP 23-12 PD AND MLK FIRE BACKFLOW PREVENTER	371882	10/24/24	3,254.85
PROJECT PROFESSIONAL	CIP 24-06 LIBRARY DOOR UPGRADES	371882	10/24/24	3,907.10
PROJECT PROFESSIONAL	CIP 20-04 PD GENERATOR & ELECTRICAL UPGRADES	371882	10/24/24	2,076.00
PROJECT PROFESSIONAL	CIP 19-11 AMENDMENT 1 FOR PARADISE CREEK WQC	371882	10/24/24	12,243.00
PROJECT PROFESSIONAL	CIP 19-11 AMENDMENT 1 FOR PARADISE CREEK WQC	371882	10/24/24	13,638.00
PROJECT PROFESSIONAL	CIP 19-11 AMENDMENT 1 FOR PARADISE CREEK WQC	371882	10/24/24	25,560.50
PROJECT PROFESSIONAL	CIP 24-13 LAS PALMAS IMPROVEMENTS - ARPA	371882	10/24/24	19,275.83
PROJECT PROFESSIONAL	CIP 24-10 - KIMBALL PARK BALLFIELD LIGHTING -ARP	371882	10/24/24	4,897.25
PROJECT PROFESSIONAL	CIP 23-06 - LAS PALMAS DOG PARK - AMENDMENT 2-	371882	10/24/24	851.50
PROJECT PROFESSIONAL	STORM - 3131 HOOVER AVE STORM DRAIN REPAIR	371882	10/24/24	8,633.54
PROJECT PROFESSIONAL	STORM- PROF SERVICES FOR 3131 VALLEY RD STOR	371882	10/24/24	2,020.50
PROJECT PROFESSIONAL	STORM - 3131 HOOVER AVE STORM DRAIN REPAIR	371882	10/24/24	10,680.75
PROJECT PROFESSIONAL	STORM- PROF SERVICES FOR 3131 VALLEY RD STOR	371882	10/24/24	4,219.50
PROJECT PROFESSIONAL	STORM - 16TH ST AND MA AVE STORM DRAIN REPAIF	371882	10/24/24	4,247.50
PROJECT PROFESSIONAL	STORM - 3131 HOOVER AVE STORM DRAIN REPAIR	371882	10/24/24	14,248.75
PROJECT PROFESSIONAL	CIP 22-25- AMENDMENT # 1 FOR FRANC ADMINISTRA	371882	10/24/24	3,988.00
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	371883	10/24/24	101.09
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	371886	10/24/24	570.49
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	371888	10/24/24	42.27
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	371888	10/24/24	30.12
VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STS	371892	10/24/24	1,612.03
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	371893	10/24/24	2,140.81
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	371893	10/24/24	101.79
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES FY25-PW/EQM	371894	10/24/24	88.16
WRIGHT CONSTRUCTION,	CIP 19-11 PARADISE CREEK WATER QUALITY	371895	10/24/24	484,705.20
BNSF RAILWAY COMPANY	BAYSHORE BIKEWAY SEGMENT 5 ENGINEERING	371901	10/24/24	6,631.54
CANON SOLUTIONS AMER	PAPER FOR LARGE PLOTTER PRINTER	371903	10/24/24	161.69
INNOVATIVE CONSTRUCT	CIP 19-23 CENTRAL COMMUNITY MOBILE ENHMNT PF	371907	10/24/24	1,700.00

WARRANT REGISTER # 17
10/24/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
NV5 INC	CONTRACT SERVICES FOR COX COMM PERMITS	371910	10/24/24	1,472.63
NV5 INC	CONTRACT SERVICES FOR COX COMM PERMITS	371910	10/24/24	787.41
NV5 INC	CONTRACT SERVICES SDGE UTILITY PERMITS	371910	10/24/24	9,892.76
NV5 INC	CONTRACT SERVICES AT&T UTILITY PERMITS	371910	10/24/24	1,456.13
NV5 INC	CONTRACT SERVICES FOR MEDIA 3 APPL.	371910	10/24/24	2,942.18
NV5 INC	CONTRACT SERVICES FOR SWEETWATER PIPELINE	371910	10/24/24	710.68
NV5 INC	CONTRACT SERVICES FOR R AVE. & E 8TH ST.	371910	10/24/24	400.41
NV5 INC	CONTRACT SERVICES FOR E 20TH ST. & B AVE.	371910	10/24/24	446.76
NV5 INC	CONTRACT SERVICES FOR E 14TH ST.	371910	10/24/24	587.35
NV5 INC	STAFF AUGMENTATION AND COUNTER SUPPORT	371910	10/24/24	463.50
NV5 INC	MEETINGS AND COORDINATION	371910	10/24/24	355.35
NV5 INC	CONTRACT SERVICES FOR SDG&E UTILITY PERMITS	371910	10/24/24	9,198.79
NV5 INC	CONTRACT SERVICES FOR AT&T PERMITS	371910	10/24/24	2,326.24
NV5 INC	CONTRACT SERVICES FOR MEDIA 3 APPL.	371910	10/24/24	2,476.10
NV5 INC	CONTRACT SERVICES FOR SWEETWATER PIPELINE	371910	10/24/24	1,277.45
NV5 INC	CONTRACT SERVICES FOR R AVE. & E 8TH ST.	371910	10/24/24	243.34
NV5 INC	CONTRACT SERVICES FOR 1000 EUCLID AVE.	371910	10/24/24	300.50
NV5 INC	STAFF AUGMENTATION AND COUNTER SUPPORT	371910	10/24/24	746.75
NV5 INC	CONTRACT SERVICES FOR CROWN CASTLE PERMITS	371910	10/24/24	408.14
NV5 INC	CONTRACT SERVICES FOR COX UTILITY PERMITS	371910	10/24/24	309.00
NV5 INC	CONTRACT SERVICES FOR MEETINGS & COORDINAT	371910	10/24/24	587.10
NV5 INC	CONTRACT SERVICES MEETINGS AND COORDINATIC	371910	10/24/24	515.00
NV5 INC	CONTRACT SERVICES MEETINGS AND COORDINATIC	371910	10/24/24	1,032.58
NV5 INC	CONTRACT SERVICES FOR MEETINGS AND COORDIN	371910	10/24/24	211.15
NV5 INC	CONTRACT SERVICES FOR SDG&E UTILITY PERMITS	371910	10/24/24	7,863.67
NV5 INC	CONTRACT SERVICES FOR CROWN CASTLE PERMITS	371910	10/24/24	7,122.88
NV5 INC	CONTRACT SERVICES FOR AT&T PERMITS	371910	10/24/24	2,950.90
NV5 INC	CONTRACT SERVICES FOR SWEETWATER PIPELINE	371910	10/24/24	365.13
NV5 INC	CONTRACT SERVICES FOR COX PERMITS	371910	10/24/24	1,118.32
NV5 INC	CONTRACT SERVICES FOR W 25TH ST. AND HOOVER	371910	10/24/24	784.08
NV5 INC	CONTRACT SERVICES FOR N AVE. & E 24TH ST.	371911	10/24/24	112.01
NV5 INC	PLAN CHECK SERVICES FOR E 7TH ST. & B AVE.	371911	10/24/24	34.76
NV5 INC	CONTRACT SERVICES FOR E 20TH AND B ST.	371911	10/24/24	137.76
NV5 INC	CONTRACT SERVICES FOR STAFF AUGMT AND COUN	371911	10/24/24	180.25
PROJECT PROFESSIONAL	NC SIGN REMOVAL AND FOUNDATION DEMOLITION	371914	10/24/24	1,429.35
PROJECT PROFESSIONAL	CIP 19-11 AMENDMENT 1 FOR PARADISE CREEK WQC	371914	10/24/24	11,546.75
RANDALL LAMB ASSOCIA	POLICE DEPARTMENT STANDBY POWER CONVERSIC	371915	10/24/24	1,500.00
STC TRAFFIC INC	1640 ORANGE ST - SURVEYING SERVICES AND PROJ	371923	10/24/24	810.00
THE SAN DIEGO UNION	NOTICE INVITING BIDS – CIP 22-26 EL TOYON PARK	371931	10/24/24	2,065.57
			Total for Department	**824,089.41**

Finance

C A P F	NOVEMBER 2024 - FIRE LTD ID0244755	371852	10/24/24	1,298.00
CALIFORNIA LAW ENFOR	NOVEMBER 2024 - PD LTD ID0244909	371854	10/24/24	2,752.00
DELTA DENTAL INSURAN	NOVEMBER 2024 – GRP #05-7029600002 COBRA DENT	371858	10/24/24	51.00
DELTA DENTAL INSURAN	NOVEMBER 2024 GRP #05-7029600000 PMI DENTAL IN	371859	10/24/24	68.00
DELTA DENTAL OF CALI	NOVEMBER 2024 - GRP#05-0908601002 COBRA PREM	371860	10/24/24	45.22

WARRANT REGISTER # 17
10/24/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
DELTA DENTAL OF CALI	NOV 2024 GRP #05-0908600000 DENTAL INS PREMIER	371861	10/24/24	17,393.82
KAISER FOUNDATION HE	NOV 2024 - GROUP #104220 KAISER INSURANCE ACTI	371870	10/24/24	31,421.82
KAISER FOUNDATION HE	NOV 2024 - GROUP #104220 KAISER INSURANCE ACTI	371870	10/24/24	219,271.44
HDL COREN & CONE	AUDIT SERVICES: PROPERTY TAX 2023/2024	371906	10/24/24	519.72
MILE OF CARS ASSOCIA	FY23&24 MOC/LIGHTNING MAINT. DISTRICT SPEC. AS	371909	10/24/24	77,386.34
RELIANCE STANDARD	NOV 2024 - GRP VAI826233 VC1801146 & VG180848	371916	10/24/24	3,995.46
SASI	MONTHLY TRUST ACCOUNTING OCT/DEBIT CARD CH	371918	10/24/24	105.90
			Total for Department	**354,308.72**
Fire				
CITY OF CHULA VISTA	ROPE RESCUE TECH CLASS FOR HARRIS AND MEJIA	371855	10/24/24	2,400.00
HAMLYN WILLIAMS INC	TEMP EMPLYMT SVCS,NARDYEZDA ACOSTA,WE END	371865	10/24/24	600.00
HAMLYN WILLIAMS INC	TEMP EMPLYMNT SVCS, NARDYEZDA ACOSTA-WK 15	371865	10/24/24	880.00
HAMLYN WILLIAMS INC	TEMP EPLYMNT, SOA NARDYEZDA ACOSTA, WE 22-09	371865	10/24/24	800.00
HAMLYN WILLIAMS INC	TEMP EMPLYMNT SVCS, NARDYEZDA ACOSTA-WK 29	371865	10/24/24	1,161.00
HAMLYN WILLIAMS INC	TEMP EMPLYMT, NARDYEZDA ACOSTA-W/E 6-OCT-24	371865	10/24/24	1,280.00
MATLOCK, JASEN	RE-IMBURSMNT, TRAVEL DEPLOYMT-WILDLAND FIRE	371874	10/24/24	122.13
MYSTERY RANCH LLC	SHIFT 900 MWP BAG ONLY-BLACK-OS	371875	10/24/24	200.56
NAPA AUTO PARTS	MOP #45735, TRAN/FLU QT DEXRON3I (214)	371876	10/24/24	37.49
PRUDENTIAL OVERALL S	MOP #45742, 18X18 PURPLE SHOP TOWEL	371883	10/24/24	25.00
LION FIRST RESPONDER	BULLSEYE LASER EXTINGUISHER REPAIR/LION FIRST	371908	10/24/24	380.04
PRO BUILD COMPANY	MOP#45707, MASTER WALL AND BATTERY MNT FOR I	371913	10/24/24	67.95
ROBINSON, SCOTT	REIMBRSMT,24-25 FIRE SEASON & BOISE FIRE DEPLY	371917	10/24/24	2,795.46
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES	371930	10/24/24	220.00
			Total for Department	**10,969.63**
Housing / Sec 8				
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA, W-E 6/23/24 SECT 8 DE	371865	10/24/24	1,618.52
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA, W-E 6/16/24 SECT 8 DE	371865	10/24/24	1,548.00
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA, W-E 6/09/24 SECT 8 DE	371865	10/24/24	946.86
HAMLYN WILLIAMS INC	TEAM-STAFSS AYMEE ACOSTA W-E 09/01/24 FOR S8 I	371865	10/24/24	1,358.37
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA, W-E 8/18/24 SECT 8 DE	371865	10/24/24	1,577.24
REGIONAL TASK FORCE	HIMS ACCESS FOR APRIL-JUNE 21 FOR S8 DEPART	371884	10/24/24	261.75
REGIONAL TASK FORCE	HIMS ACCESS FOR JAN-MAR 24 FOR SECT 8 DEPART	371884	10/24/24	261.75
REGIONAL TASK FORCE	HIMS ACCESS FOR JUL-SEP-2024 FOR SECTION 8 DE	371884	10/24/24	107.25
SOUTH BAY SHREEDDING	MONTHLY FEE FOR AUG-24 FOR SECTION 8 DEPARTM	371889	10/24/24	140.00
SOUTH BAY SHREEDDING	MONTHLY FEE FOR SERVICE OF SEP-2024 FOR S8 DE	371889	10/24/24	247.00
THE STAR NEWS	CAPER ADVERTISING/ HOUSING	371891	10/24/24	107.63
			Total for Department	**8,174.37**
Human Resources				
			Total for Department	**0.00**

WARRANT REGISTER # 17
10/24/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MIS				
GRANICUS	SWAGIT WEBCASTING FY25	371864	10/24/24	2,055.27
AT&T	SBC/AT&T DATA/PHONES FY25	371899	10/24/24	6,557.93
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371905	10/24/24	174.00
			Total for Department	**8,787.20**
NSD				
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	371883	10/24/24	47.26
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	371883	10/24/24	47.26
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	371913	10/24/24	295.82
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	371921	10/24/24	45.64
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	371921	10/24/24	153.04
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	371932	10/24/24	414.98
			Total for Department	**1,004.00**
Police				
BARRAGAN, JOSE	TRAINING POST PL 4 TRAFFIC INV ADV POST SUB ME	371850	10/24/24	336.00
CABRALES, ISELA	REIM: ICABRALES - ADV PEER SUPPORT TRAINING	371853	10/24/24	417.09
CPOA	CPOA MEMBERSHIP DUES FOR CAPTAIN AYDELOTTE	371857	10/24/24	324.00
CARDOZA, MATTHEW	REIM: MCARDOZA - CALIFA USE OF FORCE	371904	10/24/24	255.95
			Total for Department	**1,333.04**
Risk				
			Total for Department	**0.00**
			A/P Total	**1,255,735.33**

PAYROLL

Pay period	Start Date	End Date	Check Date	
22	10/1/2024	10/14/2024	10/23/2024	**1,467,587.76**

WIRED PAYMENTS

Finance				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 10/01/2024-10/14/2024	242970183	10/24/24	358,012.11
Housing / Sec 8				
UNION TOWER ONE LP	UNION TOWER DRAW #4	4771	10/24/24	2,681,809.58

GRAND TOTAL **5,763,144.78**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #18 for the Period of 10/25/24 through 10/31/24 in the Amount of $2,153,037.03

RECOMMENDATION:
Ratify Warrants Totaling $2,153,037.03

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 10/25/24 – 10/31/24. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Registrar of Voters	371980	$98,000.00	Deposit for Nov 2024 Election
911 Vehicle	371934	$58,429.00	Communication Installation in Pierce
SDG&E	371983	$107,952.55	Gas & Electric for Facilities

FINANCIAL STATEMENT:
Warrant Total $2,153,037.03

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. 18

WARRANT REGISTER # 18
10/31/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
SMART & FINAL	YAMANE'S OPEN HOUSE SNACKS	372030	10/31/24	87.97
			Total for Department	**87.97**
Building/Planning				
BOOT WORLD	MOP#64096 BOOT WORLD JOE SOLIS	371943	10/31/24	146.12
KEANE, JOHN	REFUND PORTION OF PERMIT FEES #BD24-00421	372022	10/31/24	151.00
KEANE, JOHN	REFUND PORTION OF PERMIT FEES #BD24-00421	372022	10/31/24	151.00
KEANE, JOHN	REFUND PORTION OF PERMIT FEES #BD24-00421	372022	10/31/24	1.00
KEANE, JOHN	REFUND PORTION OF PERMIT FEES #BD24-00421	372022	10/31/24	1.99
			Total for Department	**451.11**
CAO				
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE CASE	372006	10/31/24	2,040.35
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE SERVICES	372006	10/31/24	4,212.89
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE MATTER	372006	10/31/24	4,670.15
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE CASE	372006	10/31/24	8,633.50
			Total for Department	**19,556.89**
City Clerk				
REGISTRAR OF VOTERS	REGISTRAR OF VOTERS-DEPOSIT FOR NOV24 ELECT	371980	10/31/24	98,000.00
THE EPOCH TIMES	PUBLISH NOTICE - ELECTION	371991	10/31/24	239.25
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	230.62
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	112.75
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	984.00
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	114.84
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	105.06
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	105.06
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	102.50
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	64.06
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	107.63
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	120.44
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	84.56
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	102.50
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	138.38
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	94.81
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	112.75
THE STAR NEWS	PUBLIC NOTICING	371993	10/31/24	246.00
			Total for Department	**101,065.21**
CMO				
COLT SERVICES, INC.	CARPET CLEANING FOR CITY COUNCIL OFFICE	372007	10/31/24	1,176.00
COLT SERVICES, INC.	CARPET CLEANING - CITY MANAGER	372007	10/31/24	1,007.41

WARRANT REGISTER # 18
10/31/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	**2,183.41**
Community Services/Nutrition/Library				
PANTOJA, ELLIE	RFW-REFUND-GENTLE YOGA PKG.1#5660 W/D DATE	371973	10/31/24	45.00
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371990	10/31/24	188.28
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371990	10/31/24	3,008.84
SYSCO SAN DIEGO INC	DISHWASHER LEASE FOR SEPTEMBER	371990	10/31/24	259.86
AED BRANDS, LLC	RECREATION FACILITIES AED PADS/CSD	372001	10/31/24	88.47
EXOS WORKS, INC	EXOS JUN24 PRO SVCS/CSD	372017	10/31/24	37,113.98
PEIRCE, DENISSE	RFW-CONT.INST. MO. PYMNT YOGA CLASS OCT.2024	372026	10/31/24	409.50
REINKE, JOSEPH	CAMACHO REC. DANCE PRG ROLLING STAND MIRRC	372028	10/31/24	7,423.99
SMART & FINAL	MOP 45756 CASA YOUTH FALL BREAK PROGRAMMIN	372030	10/31/24	125.52
SMART & FINAL	MOP 45756 FAB - SR PRG SUPPLIES/CSD	372030	10/31/24	49.46
SMART & FINAL	MOP 45756 FAB SR PRG SUPPLIES/CSD	372030	10/31/24	96.38
SMART & FINAL	MOP 45756 FAB SR PRG SUPPLIES/CSD	372030	10/31/24	78.44
SMART & FINAL	MOP 45756 CASA YOUTH PRG/CSD	372030	10/31/24	252.60
T'S & SIGNS INC	WORK PANTS FOR SELENA PACHECO	372031	10/31/24	45.68
WINTERGREEN CORPORAT	C7 TWINKLE LIGHTS FOR A KIMBALL HOLIDAY TREE/	372036	10/31/24	803.55
ZERO WASTE SAN DIEGO	SUMMER READING PROGRAM- ZERO WASTE, PRESE	372037	10/31/24	1,600.00
ZOOBEAN INC	ZOOBEAN- SUBSCRIPTION RENEWAL, LIT. SERVICES	372038	10/31/24	1,847.47
			Total for Department	**53,437.02**
Engineering / PW's				
911 VEHICLE	COMMUNICATIONS INSTALLATION IN NEW PIERCE EN	371934	10/31/24	58,429.00
AIRGAS USA LLC	MOP 45714 SEWER SUPPLIES FY25-PW/WW	371936	10/31/24	129.68
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS FY25-PW/FAC	371939	10/31/24	477.94
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	371945	10/31/24	239.24
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	371945	10/31/24	269.70
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371960	10/31/24	122.87
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371960	10/31/24	78.50
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371960	10/31/24	37.27
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371964	10/31/24	638.59
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371964	10/31/24	980.97
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371964	10/31/24	892.70
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371964	10/31/24	760.30
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	371970	10/31/24	316.72
NATIONAL CITY ELECTR	EL TOYON BATHROOM FY25-PW/FAC	371971	10/31/24	612.00
NATIONAL CITY ELECTR	EL TOYON PARK BATHROOM FY25-PW/FAC	371971	10/31/24	4,210.00
NATIONAL CITY ELECTR	OFFICE OUTLETS FY25-PW/FAC	371971	10/31/24	375.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	371972	10/31/24	39.04
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	371972	10/31/24	199.34
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371974	10/31/24	74.26
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371974	10/31/24	55.07
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371974	10/31/24	7.75
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES CREDIT FY25-PW/EQM	371974	10/31/24	-104.55
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371974	10/31/24	7.75

WARRANT REGISTER # 18
10/31/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371974	10/31/24	54.70
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371974	10/31/24	167.95
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	371976	10/31/24	214.98
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	371977	10/31/24	403.39
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	371977	10/31/24	67.50
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	371977	10/31/24	241.85
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	371977	10/31/24	26.08
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	371977	10/31/24	231.89
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	371977	10/31/24	82.18
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371977	10/31/24	322.99
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371977	10/31/24	43.04
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371977	10/31/24	378.85
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371977	10/31/24	228.44
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371977	10/31/24	47.93
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371977	10/31/24	143.87
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	371977	10/31/24	98.10
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	371978	10/31/24	72.85
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	371978	10/31/24	55.24
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371978	10/31/24	159.14
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371978	10/31/24	122.51
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	371978	10/31/24	102.24
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	371978	10/31/24	137.08
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371978	10/31/24	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	371978	10/31/24	98.29
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371978	10/31/24	45.24
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371978	10/31/24	20.72
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES OCT FY25-PW/FA	371982	10/31/24	5,237.09
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES OCT FY25-PW/FA	371982	10/31/24	461.77
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS OCT FY25-PW/STS	371982	10/31/24	10,480.64
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS OCT FY25-PW/STS	371982	10/31/24	649.08
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS OCT FY25-PW/STS	371982	10/31/24	121.16
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS SEPT FY25-PW/ST	371982	10/31/24	102.94
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS OCT FY25-PW/STS	371982	10/31/24	113.35
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR WASTEWATER OCT FY25-PW	371983	10/31/24	690.18
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES OCT FY25-PW/FA	371983	10/31/24	107,952.55
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS OCT FY25-PW/STS	371983	10/31/24	39,229.60
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371984	10/31/24	2,026.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371984	10/31/24	598.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371984	10/31/24	482.00
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	371986	10/31/24	7.07
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	371986	10/31/24	360.91
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	371986	10/31/24	75.19
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	371986	10/31/24	25.06
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371987	10/31/24	70.63
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371987	10/31/24	13.22
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371987	10/31/24	105.79
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	371988	10/31/24	42.80
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-SEPT FY25-PW/PA	371989	10/31/24	107.69

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	371989	10/31/24	27.70
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	371989	10/31/24	27.70
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATERAUG-SEPT FY25-PW/	371989	10/31/24	107.69
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER OCT-SEPT FY25-PW/	371989	10/31/24	107.69
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER AUG FY25-PW/WW	371989	10/31/24	161.54
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER AUG FY25-PW/WW	371989	10/31/24	107.69
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/STS	371999	10/31/24	500.39
ANSER ADVISORY MANAG	NTP 5-5-21- SWEETWATER RD PROTECTED	372003	10/31/24	30,755.95
ATLAS TECHNICAL CONS	UTILITY TRENCH & RETAINING WALL BACKFILL	372004	10/31/24	3,090.00
CIRCUIT TRANSIT INC	SPECIALIZED SERVICES FOR CLEAN MOBILITY	372005	10/31/24	23,983.63
HDR ENGINEERING, INC	FEMA HAZARD MITIGATION FOR HARBISON AVE	372020	10/31/24	18,805.50
HDR ENGINEERING, INC	FEMA HAZARD MITIGATION FOR HARBISON AVE	372020	10/31/24	1,226.50
			Total for Department	**320,316.00**
Finance				
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	1,439.07
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	11.03
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	103.73
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	28.84
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	94.34
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	15.33
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	0.80
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	1.60
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	242.59
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	16.02
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	97.11
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD JUL-SEP 2024	371944	10/31/24	-0.46
THE LINCOLN NATIONAL	NOV 2024 - Grp #415491 LIFE & AD&D, STD, LTD INS	371992	10/31/24	2,648.96
THE LINCOLN NATIONAL	NOV 2024 - Grp #415491 LIFE & AD&D, STD, LTD INS	371992	10/31/24	1,480.01
THE LINCOLN NATIONAL	NOV 2024 - Grp #415491 LIFE & AD&D, STD, LTD INS	371992	10/31/24	7,598.59
OPTUM	HSA BANKING FEES MONTHLY SERVS - GROUP HB19	372025	10/31/24	19.50
OPTUM	HSA BANKING FEES MONTHLY SERVS - GROUP HB19	372025	10/31/24	19.50
OPTUM	HSA BANKING FEES MONTHLY SERVS - GROUP HB19	372025	10/31/24	9.75
OPTUM	HSA BANKING FEES MONTHLY SERVS - GROUP HB19	372025	10/31/24	19.50
OPTUM	HSA BANKING FEES MONTHLY SERVS - GROUP HB19	372025	10/31/24	58.50
WILDAN FINANCIAL SRV	COST ALLOCATION PLAN AND USER FEE STUDY	372035	10/31/24	3,580.00
			Total for Department	**17,484.31**
Fire				
FOTRONIC CORPORATION	RECTRACTABLE LANYARD FOR KXX UNITS	372018	10/31/24	684.50
HAMLYN WILLIAMS INC	TEMP EMPLYMT, NARDYEZDA ACOSTA- W/E 13-OCT-2	372019	10/31/24	1,096.50
LIFECOM, INC.	SERVICE/REPAIRS AND CALIBRATION OF RKI GX-201	372023	10/31/24	743.19
LIFECOM, INC.	SERVICE/REPAIRS AND CALIBRATION OF RKI GX-201	372023	10/31/24	877.88
LIFECOM, INC.	SERVICE/REPAIRS AND CALIBRATION OF RKI GX-201	372023	10/31/24	716.25
LINEGEAR FIRE & RESC	WILDLAND WEB GEAR	372024	10/31/24	1,765.56
SAFETY-KLEEN SYSTEMS	GASTEC AQUEOUS PW SAMPLE TUBE	372029	10/31/24	259.46

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	6,143.34
Housing / Sec 8				
ALEMAN, RAMON LOPEZ	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371937	10/31/24	280.46
ANDALON, ALFREDO	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371938	10/31/24	280.46
BEATY, BROOKE MICHEL	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371941	10/31/24	280.46
BELLO SOTELO, JENNY	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371942	10/31/24	280.46
CHAVEZ, ESTELA KARIN	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371948	10/31/24	280.46
CHAVEZ, GLADYS ROCIO	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371949	10/31/24	280.46
CHRISTENSEN & SPATH	CDC-HA AGREEMENT WITH CHRISTENSEN & SPATH	371950	10/31/24	1,350.00
CHRISTENSEN & SPATH	CDC-HA AGREEMENT WITH CHRISTENSEN & SPATH	371950	10/31/24	2,400.00
CORTES SOTO, EVELIA	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371951	10/31/24	155.00
COVARRUBIAS ESTRADA	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371952	10/31/24	280.46
DELGADO, DIANA	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371954	10/31/24	280.46
DIAZ, MARIA RODRIGUE	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371956	10/31/24	280.46
DUARTE JILES, ENEDIN	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371957	10/31/24	280.53
FELIX RAMOS, RAQUEL	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371958	10/31/24	280.46
GUERRERO, MARICELA	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371961	10/31/24	280.46
GUILLEN, ANGELICA	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371962	10/31/24	134.34
GUTIERREZ CUBILLAS	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371963	10/31/24	280.46
HUERTA-KARAM, MELISS	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371965	10/31/24	280.46
JUAREZ DIAZ	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371966	10/31/24	280.46
LOPEZ, MARLEENA REBE	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371967	10/31/24	280.46
MACHADO, LETICIA	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371968	10/31/24	280.46
MACIAS, MARIA G.	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371969	10/31/24	280.46
PINEDA CASTELLANOS,	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371975	10/31/24	280.46
RAMIREZ LARA, LLUV	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371979	10/31/24	280.46
RODRIGUEZ DIAZ, NATA	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371981	10/31/24	280.46
SANCHEZ, MANUEL R	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371985	10/31/24	280.46
TURNER, CATRINA RENE	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371994	10/31/24	280.46
VARGAS, MARISOL GUER	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371995	10/31/24	280.46
VASQUEZ LOPEZ, JUAN	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371996	10/31/24	163.00
VAZQUEZ, JOSE	COUNTY OF SAN DIEGO FLOOD ASSITANCE/HOUSINC	371997	10/31/24	280.46
			Total for Department	11,213.91
Human Resources				
AETNA BEHAVIORAL HEA	EMPLOYEE ASSISTANCE PROGRAM/SEPTEMBER 202	371935	10/31/24	838.50
CASILLAS, JOSE A	REIMBURSEMENT FOR CITY REQ LICENSE	371947	10/31/24	80.00
DEPARTMENT OF JUSTIC	NEW EMPLOYEE FINGERPRINT TEST RESULTS-SEP2	371955	10/31/24	192.00
			Total for Department	1,110.50
MIS				
AT&T	SBC/AT&T DATA/PHONES FY25	371940	10/31/24	59.75
AT&T	SBC/AT&T DATA/PHONES FY25	371940	10/31/24	2,368.25
AT&T	SBC/AT&T DATA/PHONES FY25	371940	10/31/24	16,821.72

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371953	10/31/24	803.60
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371953	10/31/24	88.25
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371953	10/31/24	174.00
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY25	371998	10/31/24	2,577.78
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY25	371998	10/31/24	3,323.86
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY25	371998	10/31/24	3,290.95
WILLY'S ELECTRONIC S	WILLY'S ELECTRONIC MOP FY 25	372000	10/31/24	255.98
WILLY'S ELECTRONIC S	WILLY'S ELECTRONIC MOP FY 25	372000	10/31/24	107.52
WILLY'S ELECTRONIC S	WILLY'S ELECTRONIC MOP FY 25	372000	10/31/24	119.30
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS MOP FY25	372000	10/31/24	31.40
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS MOP FY25	372000	10/31/24	14.64
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS MOP FY25	372000	10/31/24	40.97
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS MOP FY25	372000	10/31/24	113.60
			Total for Department	**30,191.57**
NSD				
			Total for Department	**0.00**
Police				
CAMACHO, JOSEPH B	GUN BUY BACK PROGRAM / PD	371946	10/31/24	1,000.00
GONZALES, ROBERTO R	EDUCATIONAL REIMBURSEMENT	371959	10/31/24	1,249.00
PHILLIPS WILLIAM	TRAINING POST PLN 4 AVD MEAL SUB TRAFFIC INVES	372027	10/31/24	336.00
TEC-DURAZO, FREDDY	TRAINING REIMBURSEMENT FOR ABC GRANT PRC 33	372032	10/31/24	340.28
VASQUEZ, RUBEN	REIM: RVASQUEZ - TYLER CONNECT CONFERENCE 2	372033	10/31/24	124.87
WARFIGHTER CONCEPTS	TRAINING IN HOUSE SWAT TRAINING PRC T3237	372034	10/31/24	42,000.00
			Total for Department	**45,050.15**
Risk				
AMAYA, MARIAELENA P	REIMBURSEMENT FOR OFFICE SUPPLIES-2 BXS FILE	372002	10/31/24	92.38
DEAN GAZZO ROISTACHE	GOGUE, III, TOMAS VS. CNC, ET AL.	372008	10/31/24	595.00
DEAN GAZZO ROISTACHE	HIGHLAND VIEW APARTMENTS ET AL. VS. CNC, ET AL	372009	10/31/24	572.50
DEAN GAZZO ROISTACHE	UMANA, ROBERTO, ET AL., VS. CNC, ET AL.	372010	10/31/24	7,620.91
DEAN GAZZO ROISTACHE	REYNOSO, JUDY VS. CNC, ET AL.	372011	10/31/24	875.00
DEAN GAZZO ROISTACHE	APAN, KIMBERLY VS. CNC, ET AL.	372012	10/31/24	874.00
DEAN GAZZO ROISTACHE	VARGAS, NORA VS. CNC, ET AL.	372013	10/31/24	1,275.00
DEAN GAZZO ROISTACHE	THOMAS, FRANK VS. CNC, ET AL.	372014	10/31/24	1,102.56
DEAN GAZZO ROISTACHE	ALEGRE, ESTATE OF LUIS JOSUE, ET AL. VS. CNC, ET	372015	10/31/24	688.00
DEAN GAZZO ROISTACHE	DARWISH, MARIEM VS. CNC, ET AL.	372016	10/31/24	2,365.04
INTERNATIONAL TACTIC	UMANA, BRIAN, ET AL. VS. CNC, ET AL.	372021	10/31/24	18,550.00
			Total for Department	**34,610.39**
			A/P Total	**642,901.78**

WARRANT REGISTER # 18
10/31/2024

PAYEE	DESCRIPTION		CHK NO	DATE	AMOUNT
WIRED PAYMENTS					
MIS					
LEGAL FILES SOFTWARE	LEGAL FILES SOFTWARE		3656	10/28/24	1,972.00
SECTION 8 HAPS	**Start Date**	**End Date**			
	11/1/2024	11/1/2024			**1,508,163.25**
		GRAND TOTAL			**2,153,037.03**

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Stephen Manganiello, Director of Public Works/City Engineer**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Second Reading and Adoption of the Ordinance Establishing Speed Limits Based on Engineering and Traffic Surveys

RECOMMENDATION:
Adopt an Ordinance 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:
At their Regular Meeting on November 19, 2024, the City Council held a Public Hearing and introduced the Ordinance. The following background is provided.

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)."

Copies 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 & Wastewater Division Maintenance & Operations 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. CCR 15378; PRC 21065.

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

ORDINANCE:
Second Reading and Adoption

EXHIBITS:
Exhibit A – 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

APPROVED: [redacted] **DATE:** October 17, 2024 [redacted]

David DiPierro, TE
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).

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

APPROVED: [redacted] **DATE:** October 17, 2024 [redacted]

David DiPierro, TE
STC Traffic, Inc.

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 the 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: **Planning**
Prepared by: **Martin Reeder, AICP – Asst. Director of Community Development**
Meeting Date: **Tuesday, December 3, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Update on the Establishment of a Short-Term Rental Ordinance.

RECOMMENDATION:
File the Report and Provide Input on the Creation of a Short-Term Rental Ordinance.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Staff will make a presentation on options for the creation of a Short-Term Rental Ordinance.

FINANCIAL STATEMENT:
No financial impact at this time. Creation of a subsequent short-term rental Ordinance will provide for future revenues.

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:
None.

MEMO to the City Council from Mayor Ron Morrison

Agenda Item #14.1

Discussion and possible action of the City Council of the City of National City of a Censure of Councilmember Jose Rodriguiz for a pattern of violations of City Council Policy #119, specifically Policy Nos. III (1), (2), (3), (10), and the Code of Fair Campaign Practices Sections 1 + 2.

The following issues have been raised;

1) Use of public resources in the course of actions of his office; giveaways, travel, reimbursements, and use of city funded resources on political campaign media sites.
2) The appearance, if not reality, of the use of City contractors and City hired staff under his direct control for the use of campaigning
3) The use of media to cause a hostile environment within the community in the form of bullying and non inclusive intimidation that has cause members of the community including a City Commissioner to feel that they and their families are threatened.
4) The appearance of hiring people that have been involved in his campaign as his City Staff
5) The continuing media attention concerning his character and actions which reflect upon the City's reputation as well
6) A total lack of remorse or change in actions when concerns of his character and actions are brought to his attention.

According to Policy #119,

"The City Council may impose sanctions on Members whose conduct is not in compliance with the ethical standards as set forth. Those sanctions my include, but are not limited to: reprimand, formal censure, and removal from Boards, Commissions and Committees."

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Code of Ethics and Conduct for Elected Officials, Council Appointed Officials and Members of City Boards, Commissions and Committees	**POLICY # 119**
ADOPTED: September 4, 2018	**AMENDED:** August 15, 2023

I. PURPOSE

The City Council of the City of National City ("City") has adopted a Code of Ethics and Conduct ("Code") for all National City elected officials, council appointed officials, and members of the City's Boards, Commissions and Committees, to assure public confidence in the integrity of local government and its effective and fair operation. The people of National City expect public officials, both elected and appointed, to comply with both the letter and the spirit of the laws of the State of California, the United States of America, and the Municipal Code and established policies of the City of National City affecting the operations of local government.

While it is not possible to anticipate and provide a rule of conduct and ethics for all situations that public officials may face, this Code of Ethics and Conduct is designed to provide a framework to guide public officials in their daily duties and describe the manner in which members should treat one another, staff, constituents, and others they come into contact with in representing the City of National City. The term "member" refers to any National City Elected Official, Council Appointed Official, and Member of any City Board, Commission and Committee established by the National City Municipal Code, Ordinance or Policy.

The constant theme throughout the Code is respect and civility. Elected Officials experience large workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, officials are called upon to exhibit civil and ethical behavior at all times. Demonstrating respect for each individual through words and actions is the standard that can help members to do the right thing in even the most difficult situations.

While it is understood that there are numerous federal and state laws that guide the ethical behavior of public officials, the City wishes to establish that this is a community whose ethical values are clearly stated and fully understood by its members to represent the values this community holds in highest regard. The Code addresses various aspects related to the governance of the City and supplements, but does not supplant, other laws and rules that prescribe the legal responsibilities of City Officials. All persons covered by this Code will aspire to meet the highest ethical standards in the conduct of their responsibility as an Elected or Appointed Official of the City of National City.

Members are expected to be familiar with these laws to ensure that they exercise their public responsibilities in a proper fashion, including, but not limited to the Federal and State Constitutions, various provisions of the California Government Code (such as the Brown Act and the Political Reform Act), the Labor Code, laws prohibiting discrimination and harassment, and the City of National City Municipal Code and Policies.

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II. SCOPE

The provisions of this Code of Ethics and Conduct shall apply to the Mayor and Members of the City Council, the Council Appointed positions of City Manager and City Attorney, and to all members of the Boards, Commissions, and Committees appointed by the Mayor or the Mayor and City Council, established by the City of National City Municipal Code, Ordinance or Policy, including any Ad-Hoc Committees.

III. POLICY

The City Council of the City of National City sets forth the following Code of Ethics and Conduct with the expectation that all National City Elected Officials, Council Appointed Officials, and, Coard Commissions, and Committee Members will incorporate the spirit of this document into their daily lives and will represent the community with the utmost integrity.

1. **Use of Office.** Public office shall be used for the public good and not for personal gain. Recognizing that stewardship of the public interest must be their primary concern; members will work for the common good of the people of the City of National City and not for any private or personal interest. Members will assure fair and equal treatment of all persons, claims and transactions coming before the City Council, Boards, Commissions, and Committees.

2. **Conduct.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall treat other elected officials, Council Appointed Officials, City Staff, Board, Commission and Committee Members, and the public with civility and respect. Harassment by any member for whatever motive is harmful to the environment desired by the Agency and will not be permitted. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other Elected Officials, Council Appointed Officials, City Staff, Board, Commission and Committee Members, or the public. No physical or verbal actions that could be construed as threatening or bullying will be tolerated. Belligerent, personal, demeaning, intimidating, slanderous, threatening, abusive, or disparaging comments that affect the ability to work,conduct business, or take part in City Government are not consistent with the standards of civility and respect referenced in this policy and are unacceptable.

3. **Role Models.** Members shall conduct themselves in a way that brings pride to the community and not in a way that brings disdain, embarrassment, or mockery. Members shall perform as role models for the community with an atmosphere of respect and civility.

4. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for residents and businesses dealing with the Agency. Members shall recognize their special role in dealings with City Employees to in no way create the perception of inappropriate direction to Staff.

5. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council, and Board, Commissions and Committees governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of City Council policy decisions by City Staff.

6. **Communication.** Members shall publicly disclose substantive informationthat is relevant to a matter under consideration by the City Council or Boards, Commissions and Committees, which they may have received from source outside of the public decision-making process.

7. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positionsto influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.

8. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office thatare not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise theirindependence of judgment or action or give the appearance of being compromised.

9. **Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the city. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financialor other private interests.

10. **Use of Public Resources.** Members shall not use public resources notavailable to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

11. **Advocacy.** Members shall represent the official policies or positions of the City Council, board, commission or committee to the best of their ability when representing that body or the City of National City. When presenting their individual opinions and positions, members shall explicitly state that they do not represent their body or the City of National City, nor will they allow the inference that they do. Elected officials, Board, Commission, and Committee members have the right to endorse candidates for all councilseats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, Board, Commission and Committee meetings, or other official City Meetings.

12. **Policy Role.** Members shall respect and adhere to the council-manager structure of government of the City of National City as outlined in the National City Municipal Code and shall not interfere with the administrative functions of the City or the professional duties of City staff. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, Boards, Commissions, and Committees, and City staff. Except as provided by the National City Municipal Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

13. **Independence of Boards, Commissions and Committees.** Because of the value of the independent advice of boards, commissions and committeesto the public decision-making process, members shall refrain from using their position to unduly influence the deliberations or outcomes of such proceedings.

IV. IMPLEMENTATION AND ENFORCEMENT

This Code of Ethics and Conduct is an expectation of all members entrusted to public service and will be included in the orientations for all Elected Officials, Council Appointed Officials, and Members of Boards, Commissions and Committees.

The City Council may impose sanctions on Members whose conduct is not in compliance with the ethical standards as set forth. Those sanctions may include, but are not limited to: reprimand, formal censure, and removal from Boards, Commissions and Committees.

Retaliation for reporting violations of this Code, for seeking to have prohibited conduct corrected, or for participating in an investigation is prohibited.

An annual review of the Code shall be conducted to ensure that the Code is an effective and vital document.

This policy shall in no way be construed to restrict any type of constitutionally protected speech or activities.

V. ETHICS TRAINING – AB1234

Effective January 1, 2006, California State law (AB 1234) requires, among other things, that local officials that receive compensation, salary, stipends, or expense reimbursements must receive training in public service ethics laws and principles every two years. The requirement applies not only to the governing body of a local agency, but also Boards, Commissions, and Committees, or other local agency bodies, whether permanent or temporary, decision-making or advisory.

To help local officials meet their ethics training requirements, the City of National City conducts bi-annual training. Additionally, the Institute for Local Government and the Fair Political Practices Commission have developed the ethics training course available on their website. The course has been approved by the Attorney General's Office and Fair Political Practices Commission (FPPC).

How to File a Complaint:

- Conflict of Interest, financial or campaign disclosures
  - California Fair Political Practices Commission (FPPC)
  - Phone: 916-322-5660
- Criminal
  - San Diego County District Attorney's Office
    Phone: 619-531-4040
  - State of California Office of the Attorney General, Public Inquiry Unit
    Phone: 800-952-5225

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VI. GLOSSARY OF TERMS

behavior	External appearance or action; manner of behaving, carriage of oneself.
censure	A formal statement or resolution by the City Council officially reprimanding a National City Elected Official, City Council Appointed Official, or Member of any City Board, Commission, and Committee.
civility	Politeness, consideration, courtesy.
conduct	The way one acts; personal behavior.
council-manager structure of gov't	Under this structure, residents elect a governing body, including a chief elected official, such as a mayor or boardchairman, to adopt legislation and set policy. The governing body then hires a manager or administrator with broad executive authority to carry out those policies and oversee the local government's day-to-day operations.
courtesy	Politeness connected with kindness.
ethics	The moral principles or philosophy that govern a person'sbehavior or the conducting activity.
manners	A way of acting; a style, method, or form; the way in which things are done.
member	Any National City Elected Official, City Council Appointed Official,and Member of any City Board, Commission, and Committee established by the National CityMunicipal Code, Ordinance or Policy, including Ad-Hoc Committees
impropriety	A failure to observe standards or show dishonesty, improper language, behavior or character.
respect	The act of noticing with attention; holding in esteem; courteous regard.
retaliation	The act of seeking revenge upon another.
sanction	A form of punishment that can be used if someone disobeys a rule or

law bringing disrespect to public office.

values A person's principles or standards of behavior; one's judgment of what is important in life. Also refers to National City's *Core Values* wherein members pledge to provide (1) *Commitment* – We strive for excellence, as we serve the public and each other with integrity, compassion, responsiveness, and professionalism; (2) *Customer Service* – We provide excellent service to residents, businesses, visitors, and colleagues; (3) *Courtesy* – We treat everyone with dignity and respect; (4) *Communication* – We communicate openly, honestly, and with clear, consistent messages; and (5) *Collaboration* – We work toachieve common goals and value our differences.

Related Policy References
National City Municipal Code
California Government Code section 34851, *et. seq.*
Ralph M. Brown Act, *California Government Code* section 54950 *et seq.*
Rosenberg's Rules of Order
City Council Policy #104 – Conduct of City Council Meetings
City Council Policy #108 – City Manager as Chief Administrative Officer
City Council Policy #601 – Employer-Employee Relations
City Council Policy #604 – Harassment and Discrimination
City Council Policy #605 – Workplace Violence and Security

Prior Policy Amendments
September 5, 2017 (Resolution No. 2017-181) - Establishing Policy
September 4, 2018 (Resolution No. 2018-160)

Required to be given to candidate
Optional to be signed and returned

CODE OF FAIR CAMPAIGN PRACTICES

There are basic principles of decency, honesty, and fair play which every candidate for public office in the State of California has a moral obligation to observe and uphold in order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their constitutional right to a free and untrammeled choice and the will of the people may be fully and clearly expressed on the issues.

THEREFORE:

(1) **I SHALL CONDUCT** my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing without fear or favor the record and policies of my opponents or political parties that merit this criticism.

(2) **I SHALL NOT USE OR PERMIT** the use of character defamation, whispering campaigns, libel, slander, or scurrilous attacks on any candidate or his or her personal or family life.

(3) **I SHALL NOT USE OR PERMIT** any appeal to negative prejudice based on a candidate's actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sexual orientation, sex, including gender identity, or any other characteristic set forth in Section 12940 of the Government Code, or association with another person who has any of the actual or perceived characteristics set forth in Section 12940 of the Government Code.

(4) **I SHALL NOT USE OR PERMIT** any dishonest or unethical practice that tends to corrupt or undermine our American system of free elections, or that hampers or prevents the full and free expression of the will of the voters including acts intended to hinder or prevent any eligible person from registering to vote, enrolling to vote, or voting.

(5) **I SHALL NOT** coerce election help or campaign contributions for myself or for any other candidate from my employees.

(6) **I SHALL IMMEDIATELY AND PUBLICLY REPUDIATE** support deriving from any individual or group that resorts, on behalf of my candidacy or in opposition to that of my opponent, to the methods and tactics that I condemn. I shall accept responsibility to take firm action against any subordinate who violates any provision of this code or the laws governing elections.

(7) **I SHALL DEFEND AND UPHOLD** the right of every qualified American voter to full and equal participation in the electoral process.

I, the undersigned, candidate for election to public office in the State of California or treasurer or chairperson of a committee making any independent expenditures, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct my campaign in accordance with the above principles and practices.

Signature _____ Date 8/7/2024

Jose Rodriguez
Printed Name

November 5th, 2024
Date of Election

RECEIVED

AUG 07 2024

Office of the City Clerk
City of National City