AGENDA

Consolidated Regular Meeting

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

Ron Morrison, Mayor
Marcus Bush, Vice-Mayor – District 4
Luz Molina, Councilmember- District 1
Jose Rodriguez, Councilmember -District 2
Ditas Yamane, Councilmember – District 3

Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, MMC, City Clerk

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.

To listen to the live stream in Spanish, you must register for Zoom prior to the meeting for access.

All Zoom registration must be completed **two (2)** hours prior to the City Council Meeting for access.

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)*

All written comment must be submitted no later than **four (4)** hours prior to the start of the meeting to allow time for distribution to the City Council.

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.

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

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

AGENDA

Consolidated Regular Meeting

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

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

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

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

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

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

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

Para escuchar la transmission en Español, registration por Zoom es requerido antes del comienzo de la sesión.

Todo registro para la trasmisión por Zoom debe completarse **dos (2)** horas antes de la Reunión del Concejo Municipal.

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.

Todos comentarios deben estar sometidos a más tardar **cuatro (4)** horas antes del comienzo de la sesión.

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, April 1, 2025, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. INVOCATION

5. PUBLIC COMMENT

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

6. PROCLAMATIONS AND RECOGNITION

   6.1 Proclamation: Fair Housing Month 6

   6.2 Introduction of New City Employees 7

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

   7.1 Del Mar Fairgrounds 2050

   7.2 Community and Police Relations Commission Annual Report to Council

   7.3 Traffic Safety Committee Annual Report 8

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. CONSENT CALENDAR

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

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

9.2 Approval of City Council Meeting Minutes. 15

Recommendation:
Approve and file.

9.3 Authorizing the Filing of Seven Applications for Smart Growth Incentive Program (SGIP) Grant Funds from the San Diego Association of Governments (SANDAG) and Accepting the Terms of the Grant Agreement. 44

Recommendation:
Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Filing of Seven Applications for Smart Growth Incentive Program Grant Funds from the San Diego Association of Governments and Accepting the Terms of the Grant Agreement.”

9.4 First Amendment of On Duty Health Agreement 90

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Ratifying the Expenditure of $49,398 for Services Provided by On Duty Health, LLC, in Fiscal Year 2024 and Approving and Authorizing the Mayor to Execute the First Amendment to the Agreement by and Between the City of National City and On Duty Health, LLC”.

9.5 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 1721 Wilson Avenue. 128

Recommendation:
Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 1721 Wilson Avenue.”

9.6 Installation of a Blue Curb Disabled Persons Parking Space in Front of the Residence Located at 2028 Wilson Avenue 143

Recommendation:
Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space in Front of the Residence Located at 2028 Wilson Avenue.”

9.7 Warrant Register #31 for the Period of 1/24/25 through 1/30/25 in the Amount of $2,187,613.06 157

Recommendation:
Ratify Warrants Totaling $2,187,613.06.

9.8 Warrant Register #32 for the Period of 1/31/25 through 2/06/25 in the Amount of $4,520,556.17 165

Recommendation:
Ratify Warrants Totaling $4,520,556.17.

9.9 Warrant Register #33 for the Period of 2/07/25 through 2/13/25 in the Amount of $3,701,370.11 179

Recommendation:
Ratify Warrants Totaling $3,701,370.11.

10. PUBLIC HEARING

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

10.1 Fiscal Year 2025-2026 Streamlined Annual Public Housing Agency Plan, 2025-2029 Five-Year Public Housing Agency Plan, and Updated Section 8 Housing Choice Voucher Program Administrative Plan. 187

Recommendation:
Conduct the Public Hearing and Adopt a Resolution Entitled, “Resolution of the Community Development Commission-Housing Authority of the City of National City, California, Approving the Streamlined Annual Public Housing Agency Plan for Fiscal Year 2025-2026 and the 2025-2029 Five-Year Public Housing Agency Plan for Submission to the U.S. Department of Housing and Urban Development; and Adopting an Updated Housing Choice Voucher Administrative Plan.”

10.2 Introduction and First Reading of an Ordinance Amending Chapter 15.29 of the National City Municipal Code Establishing a Fire Inspection Program 223

Recommendation:
Introduce the Ordinance by First Reading, Entitled, “An Ordinance of the City Council of the City of National City, California, Amending Chapter 15.29 of the National City Municipal Code to Establish an Annual and Biennial Fire

Inspection Program as Well as a Self-Inspection Program for Low-Risk Commercial Businesses."

10.3 Introduction of Ordinance Amending Chapter 9.60 of the National City Municipal Code to Expand Operating Hours for Store Front Cannabis Retail Facilities. 231

Recommendation:
Introduce Ordinance Entitled: "An Ordinance of the City Council of the City of National City, California, Amending Chapter 9.60 'Commercial Cannabis Activity' of the National City Municipal Code to Modify Operating Hours for Store Front Retail Facilities."

10.4 Public Hearing and Introduction of an Ordinance Amending National City Municipal Code Title 11, Section 11.32.140, Pertaining to Stopping and Parking Prohibitions. 237

Recommendation:
Introduce Ordinance by First Reading, entitled, "An Ordinance of the City Council of the City of National City, California, Amending Chapter 11.32 'Stopping, Standing and Parking' of the National City Municipal Code Pertaining to Stopping and Parking Prohibitions."

11. STAFF REPORTS

11.1 Discussion of Potential Short-Term Rental Ordinance 254

Recommendation:
Direct Staff to Come Back with a Draft Ordinance Regulating Short-Term Rentals in the City.

11.2 Staff Report Describing the Discretionary Application Process for the Sweetwater Gas Station Project. 294

Recommendation:
File the Report.

11.3 Discussion on Recommendation to Amend City Council Policy No. 105 300

Recommendation:
Discuss and Provide Direction to Staff.

12. CITY MANAGER'S REPORT

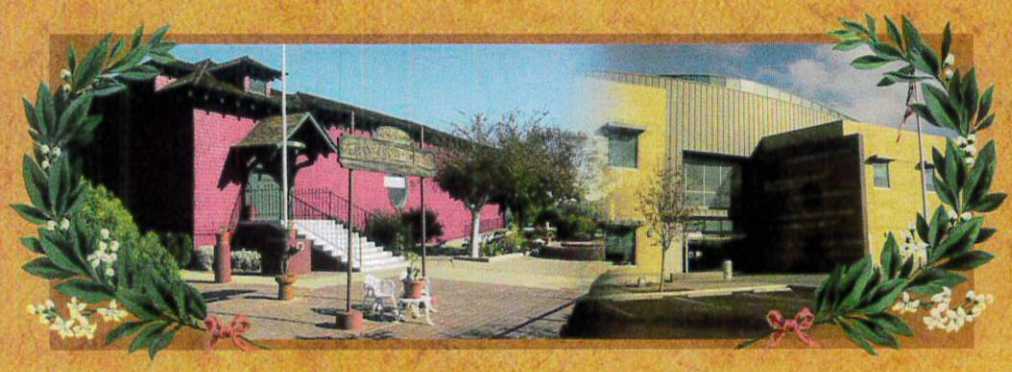
13. ELECTED OFFICIALS REPORT

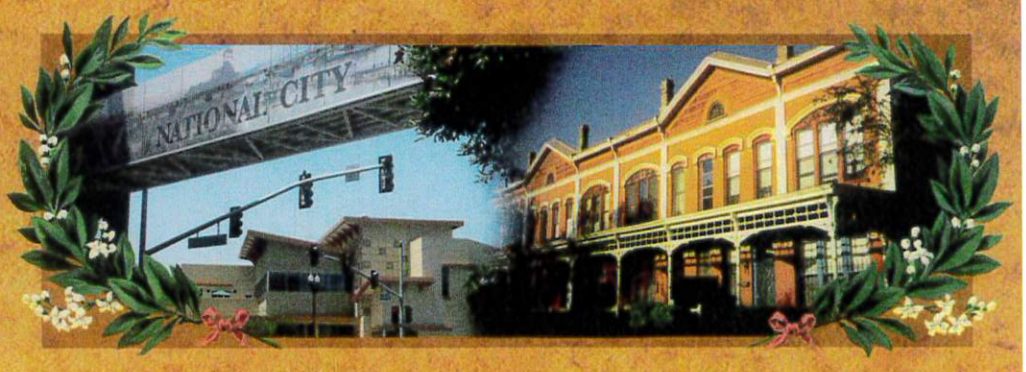
13.1 POLICY 105 REQUEST - Ethics Policy Update - Requested by Vice-Mayor Bush 306

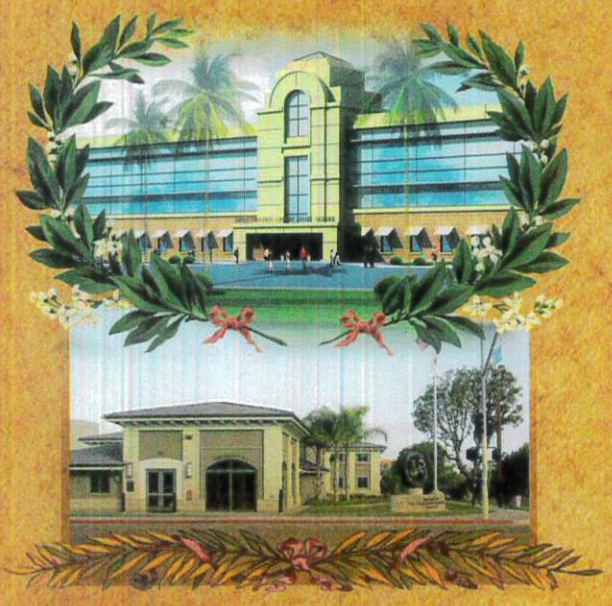
14. CITY ATTORNEY REPORT

15. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, April 15, 2025 - 6:00 p.m. - Council Chambers - National City, California.



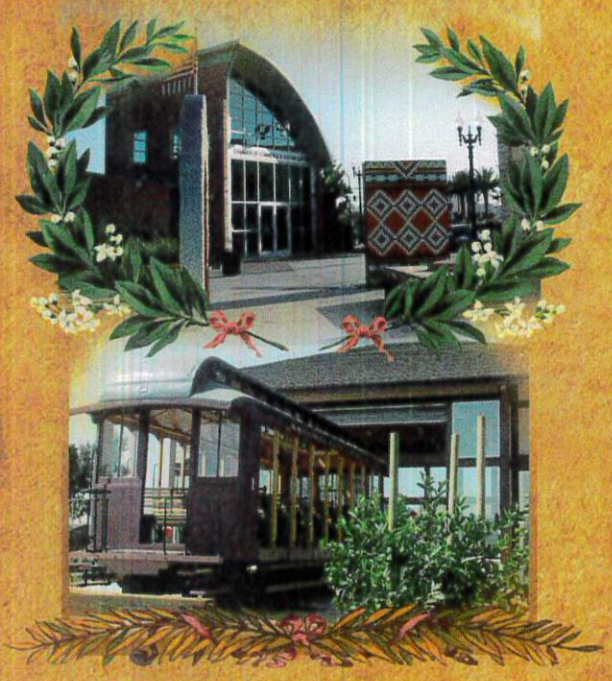




Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

WHEREAS, April 11, 2025 marks the 57th anniversary of the passage of the Fair Housing Act, enacted to further housing choice for all Americans by eliminating discrimination in housing based on race, color, religion, and national origin; and



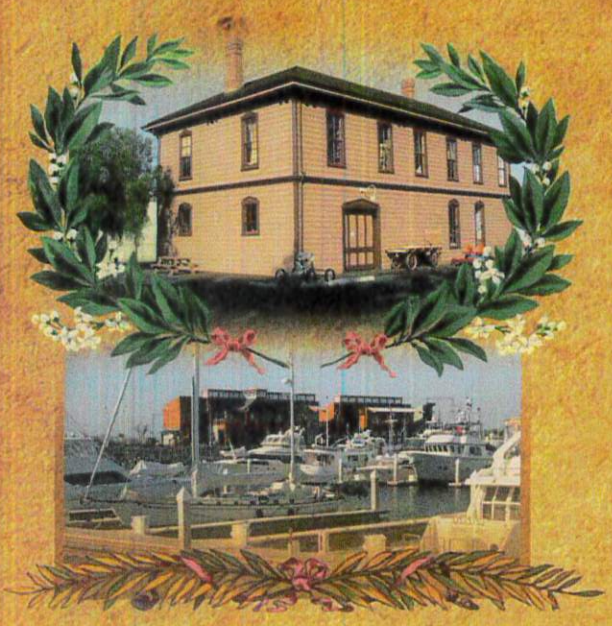
WHEREAS, the Fair Housing Act was amended in 1974 to include sex as a protected class and further expanded in 1988 to include familial status and disability; and

WHEREAS, the City of National City fully supports the intent and purpose of the Fair Housing Act and State fair housing laws, and follows policies and practices in order to achieve their goals; and

WHEREAS, the City of National City, in its commitment to fair housing, supports services and activities provided by public entities that promote equal housing opportunities for all existing residents and prospective residents; and

WHEREAS, CSA San Diego County is a not-for-profit organization that seeks to provide free information and counseling on Fair Housing, and build strong community collaborations through outreach; and

WHEREAS, the partnership between CSA San Diego County and the City of National City has led to broader awareness of fair housing law, particularly among the most vulnerable populations; and



WHEREAS, the City of National City recognizes CSA San Diego County's ongoing efforts to promote equal housing opportunities and uphold fairness and justice for all.

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor, by virtue of the authority vested in me by the City of National City, affix the official seal and do hereby on behalf of the City Council, proclaim April 2025 as:

FAIR HOUSING MONTH

As the Mayor of the City of National City, in the pursuit of the shared goal and responsibility to provide equal housing opportunities for all, hereby urge all citizens of National City to take a moment to join us in celebrating Fair Housing Month.

Ron Morrison
MAYOR

Marcus Bush
Vice-Mayor

Luz Molina
Councilmember

Jose Rodriguez
Councilmember

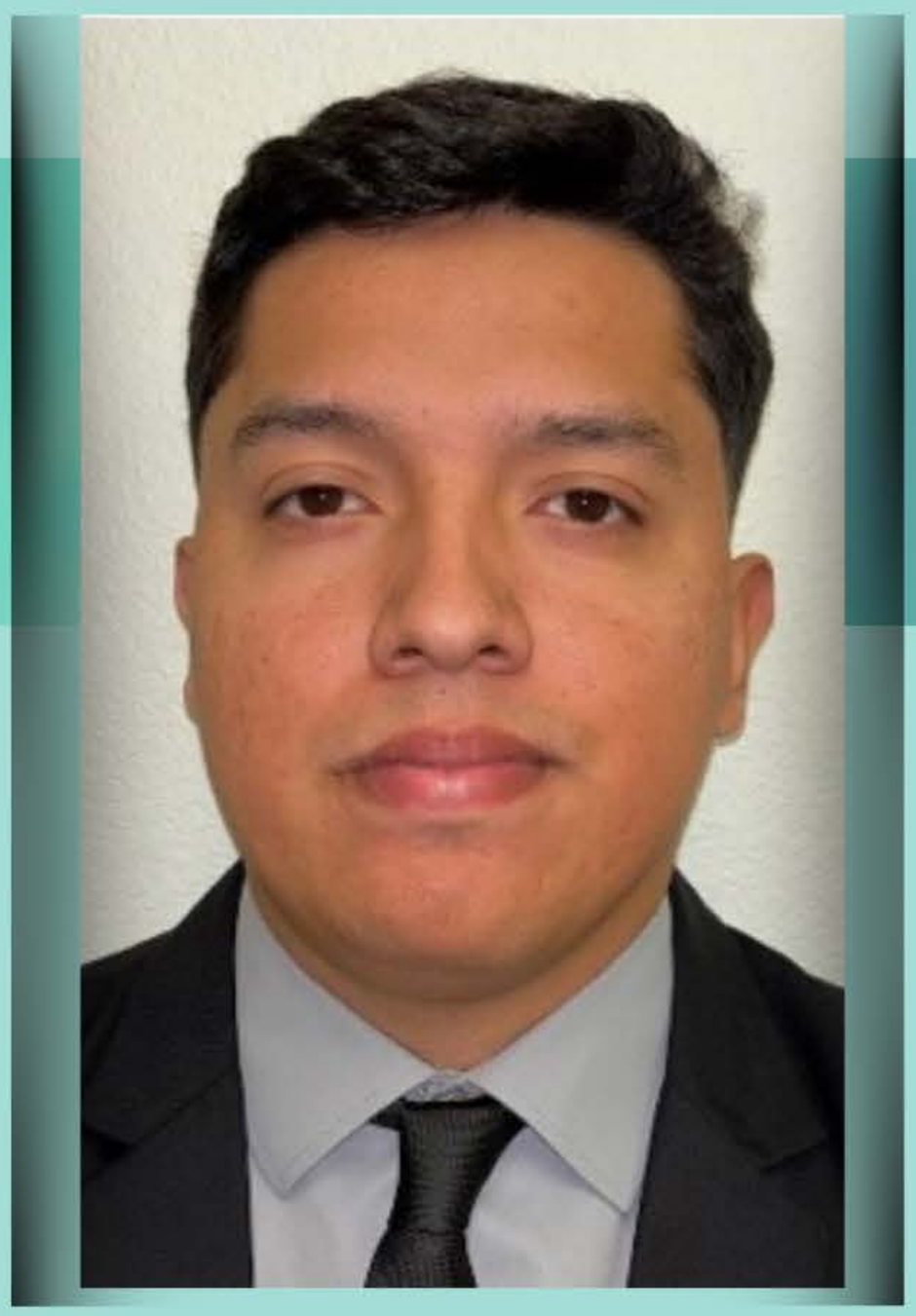
Ditas Yamane
Councilmember

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

MARCH 2025

NEW HIRES

POLICE DEPARTMENT



MIGUEL ORLANDO VAZQUEZ
POLICE RECRUIT

COMMUNITY DEVELOPMENT



ERIN MAE REIM
PLANNING TECHNICIAN

WELCOME

CITY OF NATIONAL CITY
TRAFFIC SAFETY COMMITTEE

Annual Report 2024



Agenda

Overview

Board & Staff

2024 Highlights

Look Ahead

Questions?

Overview

Scheduled Meetings: 2nd Wednesday, Monthly, 1pm, Large Conference Room, 2nd Floor, City Hall, 1243 National City Blvd

Engineering & Public Works: engineering@nationalcityca.Gov | Phone: 619-336-4380 | Web: www.nationalcityca.gov

Top Items: Vehicle Traffic & Parking plus Pedestrian Controls, Speed Enforcement & Crash Monitoring, Local Roadway Safety Planning

Approved Minutes: Filed in the City's Official Book of Minutes in the City Clerk's Office and published on the City's website

TSC Members and Engineering Supporting Staff

- Cynthia Fuller Quinonez (Chair)
- Kelly Piper (Vice Chair)
- Amelito Gozum
- Rafael Cotero
- Yvonne Colmenero
- Luca Zappiello (Assoc. Civil Engineer)
- Ricardo Rodriguez (Asst. Civil Engineer)
- Carlos Perdomo (Civil Engineering Technician)
- Tirza Gonzales (Ops. Manager)
- Evelyn Molina (Exec. Secretary)

Traffic Safety Committee 2024 Highlights

- Local Road Safety Plan (LRSP)
- Implementation of Traffic Safety Committee Bylaws
- Appointments: New Chair & Vice Chair, two new members, new engineer too
- Various Time-Restricted Parking Zones
- Pedestrian Crossing Enhancements on 8th Street in Downtown
- Division Street Traffic Calming Evaluation
- Speed Surveys

Look Ahead

April 9, 2025, Project Overview: Bayshore Bikeway – Segment 5 project (CIP 19-24)

May 14, 2025, Open House: 24th Street Transit Center Connections (CIP 23-13)

LRSP Update

Division Street Traffic Calming Next Steps: Communications/coordination with the City of San Diego

Daylighting Law, AB 413: Parking restrictions at intersections to enhance pedestrian safety

8th Street at A, B, and C Avenues follow-up: Crosswalk enhancements with the implementation of Rectangular Rapid-Flashing Beacons (update of HSIP grant)



Questions?

THANK YOU!

Cynthia Fuller Quinonez
Traffic Safety Committee Chair
619-990-3119
cdfquinonez@gmail.com

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, March 18, 2025
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:

Budget Workshop – Special City Council Meeting of March 4, 2025
Special City Council Meeting – Closed Session of March 4, 2025
Regular City Council Meeting of March 4, 2025
Special City Council Meeting – Closed Session of March 18, 2025
Housing Workshop – Special City Council Meeting of March 18, 2025
Regular City Council Meeting of March 18, 2025

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Budget Workshop – Special City Council Meeting of March 4, 2025 – Meeting Minutes
Exhibit B – Special City Council Meeting – Closed Session of March 4, 2025 – Meeting Minutes
Exhibit C – Regular City Council Meeting of March 4, 2025 – Meeting Minutes
Exhibit D – Special City Council Meeting – Closed Session of March 18, 2025 – Mtg. Minutes
Exhibit E – Housing Workshop – Special City Council Meeting of March 18, 2025 – Mtg. Minutes
Exhibit F – Regular City Council Meeting of March 18, 2025 – Meeting Minutes

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

BUDGET WORKSHOP
March 4, 2025, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina** **Councilmember Rodriguez** **Councilmember Yamane** **Vice-Mayor Bush** **Mayor Morrison**
Others Present:	**Benjamin A. Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk** **Carlos Aguirre, Director of Community Development** **Alex Hernandez, Police Chief** **Bruce Foltz, Director of Finance** **Brian Hadley, Deputy City Manager** **Lydia Hernandez, Director of Human Resources** **Tonya Hussain, Deputy City Clerk** **Steve Manganiello, Director of Engineering & Public Works** **Brian Krepps, Fire Captain** **Robert Hernandez, Battalion Chief**

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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 4:05 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

In-Person Comment:

Lawrence Emerson	Ed Nieto
Ted Godshalk	Nancy Estelano

5. STAFF REPORT

5.1 FISCAL YEAR 2025 MID-YEAR BUDGET STATUS REPORT

Adopted Resolution No. 2025-17.

Mayor Morrison introduced City Manager Martinez who gave the opening comments and introduced the Director of Finance, Bruce Foltz. Mr. Foltz provided the report and PowerPoint Presentation to the City Council.

eSCRIBE Written Comment received from Ted Godshalk

Recommendation: Accept the Report and Adopt the Resolution Authorizing Budget Adjustments as Detailed in Exhibit A.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Molina to accept the report and adopt the Resolution.

Motion carried by unanimous vote.

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, March 4, 2025, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:11 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of April 1, 2025.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

CLOSED SESSION
March 4, 2025, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina**
	Councilmember Rodriguez
	Councilmember Yamane
	Vice-Mayor Bush
	Mayor Morrison
Others Present:	**Benjamin A. Martinez, City Manager**
	Barry J. Schultz, City Attorney
	Shelley Chapel, City Clerk
	Mike Gomez, Risk Manager

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1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:12 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Molina led the Pledge of Allegiance.

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

None.

5. CLOSED SESSION

Members retired into Closed Session at 5:12 p.m. and returned at 5:30 p.m. with all members present in attendance: Molina, Rodriguez, Yamane, Bush, Morrison, and Schultz.

5.1 **LIABILITY CLAIM**
Government Code Section 54957
Claimant: Adam Cairo
Claim No. LP-400-0193-24
Agency Claimed Against: City of National City

Announcement of actions taken in Closed Session announced at the Regular City Council Meeting, which occurred 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, March 4, 2025, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:30 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of April 1, 2025.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

March 4, 2025, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina** **Councilmember Rodriguez** **Councilmember Yamane** **Vice-Mayor Bush** **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** **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** **Martin Reeder, Assistant Director of Community Development**

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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 6:03 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

4. INVOCATION

Delivered by Heart Revolution Church Assistant Pastor, Carlos Carrillo.

5. PUBLIC COMMENT

In-person comment:
Edward Nieto
Eddie Perez
Geoffrey Schrock
Ava Irizarry
Maria Severson
Alisha Morrison
Natalia Vilas Boas
Patricia Teran
Sandra Scheller
Luisa McCarthy
Mica Polenco
Ted Godshalk
Laura Wilkinson Sinton
Jacqueline Reynoso

Virtual Comment:
Madison Rapp

6. PROCLAMATIONS AND RECOGNITION

6.1 Introduction of New City Employees

Police Chief Hernandez and Director of Engineering and Public Works Steve Manganiello introduced new department staff.

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

7.1 San Diego Community Power Presentation

San Diego Community Power Chief Executive Officer Karin Burns provided a PowerPoint presentation.

Vice-Mayor Bush left the dais at 7:02 p.m. and returned at 7:06 p.m.

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

Councilmember Rodriguez had nothing to report.

Councilmember Yamane reported on legislative updates for San Diego County Water Authority.

Councilmember Molina provided an update on the SANDAG Board of Directors Meeting.

Vice-Mayor Bush had no report.

Mayor Morrison reported on the business of the SANDAG Planning Policy Committee (audio).

9. INTERVIEWS AND APPOINTMENTS

9.1 Appointments: Board of Library Trustees; Community & Police Relations Commission; Parks, Recreation & Senior Citizen's Advisory Committee; and, Public Art Committee

Recommendation: Mayoral Appointment with the City Councilmembers' Confirmation.

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Bush to appoint Patricia McGhee as a full-member to the Board of Library Trustees with a term ending September 30, 2027.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Molina to appoint Jake Zindulka to the Community & Police Relations Commission with a term ending March 31, 2027; and Daniel Orth and William Phillips with terms ending March 31, 2028.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Yamane to appoint Sorayda Santos to the Parks, Recreation & Senior Citizens Advisory Committee with a term ending September 30, 2027.

Motion carried by unanimous vote.

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

City Council to Conduct Interviews and Appoint.

Interviews were conducted for the following Planning Commission applicants:

Sherry Gogue
Claudia Valenzuela (incumbent) *(via Zoom)*

Applicant Susan Meyers withdrew her application prior to the meeting.
Applicant Brandon Bueoy was not present to be interviewed.

City Council votes for Planning Commissioner were as follows:
Councilmember Rodriguez – Claudia Valenzuela
Vice-Mayor Bush – Claudia Valenzuela
Councilmember Molina – Sherry Gogue
Mayor Morrison – Claudia Valenzuela
Councilmember Yamane – Claudia Valenzuela

Applicant Claudia Valenzuela received the majority of the votes and was reappointed to the Planning Commission with a term ending March 31, 2029.

10. CONSENT CALENDAR

Motion by Councilmember Molina, seconded by Vice-Mayor Bush to approve all Consent Calendar Items with the exception of Item 10.6 pulled for public comment.

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 Approval of City Council Meeting Minutes

Approve and file.

Motion carried by unanimous vote.

10.3 Emergency Medical System Transport Study

Adopted Resolution No. 2025-18.

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220 (B) Regarding the Sole Source for AP Triton, LLC, to Evaluate and Optimize the Emergency Medical Transport System in National City and Approving and Authorizing the Mayor to Execute a Professional Services Agreement by and between the City of National City and AP Triton, LLC, for a Total Not-to-Exceed Amount of $51,250.00”.

Motion carried by unanimous vote.

10.4 First Amendment to the Agreement with North County E.V.S. Inc. for Fire Apparatus Services

Adopted Resolution No. 2025-19.

Adopt the Resolution Entitled: **“**Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with North County E.V.S. Inc. to Extend the Agreement by One-

Year to June 30, 2026, and to Increase the Not-to-Exceed Amount by $100,000 for a Total Not-to-Exceed Amount of $150,000."

Motion carried by unanimous vote.

10.5 Request to Install Red Curb "No Parking" at the Intersection of Palm Avenue and E. 17th Street to Enhance Visibility at the Intersection.

Adopted Resolution No. 2025-20.

Authorizing the Installation of Red Curb "No Parking" at the Intersection of Palm Avenue and E. 17th Street to Improve Visibility."

Motion carried by unanimous vote.

Item pulled for discussion.

10.6 Warrant Register #26 - #28 for the Period of 12/20/24 through 1/9/25 in the Amount of $3,873,857.43

Public comment received from Edward Nieto.

Recommendation: Ratify Warrants Totaling $3,873,857.43

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

Motion carried by unanimous vote.

11. STAFF REPORTS

Mayor Morrison left the dais at 7:30 p.m. and returned at 7:36 p.m.

11.1 POLICY105 REQUEST- Presentation on National City Urban Forest Management Plan

Recommendation: Receive Presentation and Provide Direction to Staff.

Director of Engineering/Public Works Steve Manganiello provided a PowerPoint presentation. West Coast Arborists Vice President Mike Palat answered questions posed by the City Council.

No vote.

11.2 Report on Sewer Rate Study and Proposed Rate Increase.

Vice-Mayor Bush left the dais at 8:10 p.m. and returned at 8:12 p.m.

Adopted Resolution No. 2025-21.

Assistant Director of Engineering/Public Works Martha Juarez provided a PowerPoint presentation with Ardurra Southwest Operations Manager Carmen Kasner.

Recommendation: Adopt a Resolution Entitled: "Resolution of the City Council of the City of National City, California, 1) Accepting the Sewer Rate Study; 2) Approving Revisions to Policy No. 201, Maintenance of Reserve Funds; and 3) Scheduling a Public Hearing and Directing Staff to Mail Out a Notice of Public Hearing as Required by Proposition 218."

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

Motion carried by unanimous vote.

Mayor Morrison called for a recess at 8:30 p.m.

Meeting reconvened at 8:40 p.m. with all members present.

11.3 Staff Report on the Establishment of a Tobacco Retail License Program.

Assistant Director of Community Development Martin Reeder provided a PowerPoint presentation with SAY San Diego Community Organizer Manuel Andrade.

Councilmember Rodriguez left the dais at 8:44 p.m. and returned at 8:45 p.m.

In-person comment:
Gloria Salas
Irma Hernandez
Maria Martinez
Cynthia Knapp
Jacob Charles Glover
Edan Lezarus
Edward Nieto

Virtual Comment:
Peggy Walker
Barbara Gordon
Kelly McCormick
Megan Stuart
Lauren Medina
Shukri Aden

Written comment:
Gena Knutson
Kailey Quezada
Mary Pinto-Badiner
Sarah Boyer

Those who submitted a Speaker's Slip in favor, but did not wish to speak:
Ava Irizarry
Camila Hernandez
Sophia Hernandez
Karina Hernandez
John Dale Noriega
Martha Villanella

Recommendation: Consider Staff Report and Give Direction to Staff on the Inclusion of a Tobacco Retail Program within NCMC § 9.38 (Restricting the Sale, Display, and Promotion of Tobacco Products or Cigarettes to Minors).

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to direct staff to establish a Tobacco Retail License Program in conjunction with SAY San Diego, to bring forth an ordinance in the near future and to include a fee at the county level of $730 per year requiring compliance checks every year.

Motion carried by 4-1 vote.

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

11.4 Discussion of Amending Chapter 9.60 of the National City Municipal Code to Expand Operating Hours for Store Front Cannabis Retail Facilities.

Assistant Director of Community Development Martin Reeder introduced the item.

Councilmember Rodriguez left the dais at 9:43 p.m. and returned at 9:44 p.m.

Item introduced by Assistant Director of Community Development Martin Reeder.

In-person comment:
Alex Ayon
David Vu
Veronica Aguilera
Laura Wilkinson Sinton
Linda Davies
Cynara Velazquez
Jaqueline Reynoso
Nancy Estolan
Edward Nieto
Thomas Rike

Mayor Morrison left the dais at 9:57 p.m. and returned at 10:00 p.m.

Virtual Comment:
Becky Rapp
Megan Stuart
Kelly McCormick
Peggy Walker
Madison Rapp
Russell Palmer

Written comment:
Edward Wicker
Ted Godshalk

One Speaker's Slip was received in favor from Jeffrey Knight who did not wish to speak.

Recommendation: Staff recommends that the City Council consider amending Chapter 9.60 of the National City Municipal Code to expand operating hours for store front cannabis retailers from the current hours to six a.m. to ten p.m., seven days a week, in alignment with California State regulations.

ACTION: Motion by Vice-Mayor Bush seconded by Councilmember Rodriguez to approve the staff recommendation.

Motion approved by 4-1 vote.

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

Item taken out of order.

13.1 POLICY 105 REQUEST - NCMC8.32.015 Restrictions on Keeping Certain Animals, Birds, and Reptiles - Requested by Councilmember Rodriguez

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Bush to add the item to a City Council meeting following the retreat and that Councilmember Rodriguez would create the staff report.

Motion carried by 4-1 vote.

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

At 10:30 p.m., Councilmember Molina reminded the City Council of Policy #104 that requires the City Council Meeting to be adjourned no later than 10:30 p.m. unless extended by Council vote.

ACTION: Motion by Councilmember Molina, seconded by Councilmember Yamane to extend the meeting beyond 10:30 p.m.

Motion carried by unanimous vote.

Vice Mayor Bush left the dais at 10:27 p.m.

11.5 City Council Expenditure Report: July 2024 through January 2025

Receive and File Expenditure Report for the City Council for the period of July 2024 Through January 2025

Recommendation: Presented in Exhibit A.

ACTION: Motion by Councilmember Molina, seconded by Yamane to move the item to the next Council meeting.

Motion carried by unanimous vote of those present.

Absent: Vice-Mayor Bush

12. CITY MANAGER'S REPORT

None.

13. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

14. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who announced that the Council offered to settle the claim for $47,000 and the vote was unanimous for Closed Session Item 5.1.

CLOSED SESSION

5.1 LIABILITY CLAIM
Government Code Section 54957
Claimant: Adam Cairo
Claim No: LP-400-0193-24
Agency Claimed Against: City of National City

15. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, March 18, 2025, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 10:32 p.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of April 1, 2025.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

CLOSED SESSION
March 18, 2025, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present: **Councilmember Molina**
Councilmember Rodriguez
Councilmember Yamane
Vice-Mayor Bush *(Arrived 4:27 p.m.)*
Mayor Morrison

Others Present: **Benjamin A. Martinez, City Manager**
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk *(via Zoom)*
Tonya Hussain, Deputy City Clerk
Brian Hadley, Deputy City Manager
Bruce Foltz, Finance Director
Paul Valadez, Budget Manager – Finance
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 4:04 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: Molina, Rodriguez, Yamane, Bush (Arrived 4:27 p.m.), Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Molina led the Pledge of Allegiance.

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

In-Person Comment:

Frank Rivera	Juanita Castanedo	Maricar Corroya
Micaela Polanco	Michele Krug	Reyna Fortin
Luisa McCarthy	Doyle Morrison	Mike Aguirre
Elyana Delgado	Alisha Morrison	

5. CLOSED SESSION

Members retired into Closed Session at 4:23 p.m. and returned at 5:20 p.m. with all members present in attendance: Molina, Rodriguez, Yamane, Bush (arrived 4:27 p.m.) Morrison, and Schultz.

5.1 CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6
Employee Organizations:
Municipal Employees' Association (SEIU, Local 221),
National City Firefighters Association (Local 2744), and
Police Officers Association (POA)
Unrepresented Groups: Executive, Confidential, and Management

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)

Announcement of actions taken in Closed Session announced at the Regular City Council Meeting, which occurred 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, March 18, 2025, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:20 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of April 1, 2025.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

WORKSHOP
March 18, 2025, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina** **Councilmember Rodriguez** **Councilmember Yamane** **Vice-Mayor Bush** **Mayor Morrison**
Others Present:	**Benjamin A. Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk** *(via Zoom)* **Tonya Hussain, Deputy City Clerk** **Brian Hadley, Deputy City Manager** **Carlos Aguirre, Housing Director** **Angelita Palma, Community Development Manager**

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1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:24 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: Molina, Rodriguez, Yamane, Bush, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Molina led the Pledge of Allegiance.

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

In-Person Comment:
Micaela Polanco
Luisa McCarthy
Jorge Chang
Ted Godshalk

5. STAFF REPORT

5.1 Own National City Homeownership Study Preliminary Findings and Request for Proposals to Develop Affordable Homeownership on Six (6) City-Owned Properties.

Mayor Morrison introduced Carlos Aguirre, Housing Director who introduced Angelita Palma, Community Development Manager, who provided the report and PowerPoint Presentation.

Linnie Gavino, Senior Principal, with Kyser Marston & Associates and City Thinkers Principal and Founder Diego Valasquez provided information on the RFP process.

Recommendation: Provide Comment and Accept the Report on Own National City Homeownership Study Preliminary Findings.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve the staff recommendation.

Motion carried by unanimous vote.

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, March 18, 2025, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:11 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of April 1, 2025.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

March 18, 2025, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina** **Councilmember Rodriguez** **Councilmember Yamane** **Vice-Mayor Bush** **Mayor Morrison**
Others Present:	**Ben Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk *(via Zoom)*** **Carlos Aguirre, Director of Community Development** **Bruce Foltz, Director of Finance** **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** **Angelita Palmer, Community Development Manager** **Martin Reeder, Assistant Director of Community Development**

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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 6:26 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

Interpretation in Spanish provided by Carlos Diaz and Jessie.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

4. INVOCATION

Delivered by Pastor Angel Carrasco.

Taken out of order.

6.1 Proclamation: Carmen Peralta Day

The Mayor introduced Councilmember Molina who introduced the proclamation.

Carmen Peralta accepted the proclamation.

5. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing one (1) minute per comment and introduced City Clerk Chapel.

In-person comment:
Yolanda Contreras
Audrey Castillo
McGrady Michael
Eddie Perez
Ted Godshalk
B Ave. Resident
Paul Wapnowski
Gloria Salas
Edward Nieto

Virtual Comment:
Becky Rapp
Madison Rapp
Terri Skelly

6. PROCLAMATIONS AND RECOGNITION

6.2 Proclamation: Women's History Month

Mayor Morrison introduced the recipients of the proclamation.

The proclamation was accepted by Maribel Aguirre, Randi Castle-Salgado, Karen Azhocar-McManus, Liliana Armenta, Angel Ogapong, Ellen Nobles; and, Lori Anne Peoples and Connie Montiel who were not present.

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

Item was continued to a future meeting.

7.1 Parks, Recreation, and Senior Citizen's Advisory Committee Annual Report to City Council

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

Councilmember Rodriguez advised that the SANDAG Shoreline Preservation Working Group meeting was moved to April 3rd.

Councilmember Yamane reported on the business of the Sweetwater Authority, San Diego County Water Authority, and San Diego Community Power.

Councilmember Molina provided a report on SANDAG and announced Bike Anywhere Day on May 15th.

Vice-Mayor Bush spoke to the business of Metropolitan Transit System.

Mayor Morrison reported on Sweetwater Authority legislative updates.

9. CONSENT CALENDAR

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor Bush to approve Consent Calendar Items with the exception of items 9.2 thru 9.6, 9.11, and 9.12 pulled for public comment.

Motion carried by unanimous vote.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Molina for reconsideration of approval of the remainder of the Consent Calendar.

Motion carried by unanimous vote.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve the consent calendar with the exclusion of Item 9.8 since the staff recommendation to purchase translation equipment was no longer needed.

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

Motion carried by unanimous vote.

Item pulled for discussion.

9.2 Approval for Mayor Ron Morrison and Josie Flores-Clark to attend the 2025 Mission to Washington, D.C. on April 6-9, 2025.

Public comment was received from Thomas Rike and Edward Nieto.

Recommendation: Provide approval for Mayor Ron Morrison and Josie Fores-Clark to attend the 2025 Mission to Washington, D.C. on April 6-9, 2025.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to bifurcate the item.

Motion failed by 2-3 vote.

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

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Bush to approve the staff recommendation.

Motion carried by 4-1 vote.

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

Item pulled for discussion.

9.3 Approval for Vice-Mayor Marcus Bush and Daniel Gonzalez to attend the 2025 APTA Mobility Conference on April 6-9, 2025.

Public comment was received from Thomas Rike and Edward Nieto.

Recommendation: Provide approval for Vice Mayor Bush and Daniel Gonzalez to attend the 2025 APTA Mobility Conference on April 6-9, 2025 in Austin, Texas.

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Molina to approve the staff recommendation.

Motion carried by unanimous vote.

Vice-Mayor Bush left the dais at 7:22 p.m. and returned at 7:24 p.m.

Item pulled for discussion.

9.4 Acceptance of Annual Grant Funds to Support the Regional Realignment Response Group (R3G) Operations in the Amount of $67,000.

Adopted Resolution No. 2022-22.

One public comment received from Thomas Rike.

Recommendation: Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of Annual Grant Funds to Support the Regional Realignment Response Group Operations in the Amount of $67,000, and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget.”

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

Absent: Councilmember Bush

Motion carried unanimously by those present.

Item pulled for discussion.

9.5 Agreement Amendment with Devaney Pate Morris & Cameron, LLP, for Legal Services in the Specialized Area of Land Use and Business Matters Regarding the San Diego Unified Port District.

Adopted Resolution No. 2022-23.

Public comment received from Thomas Rike and Edward Nieto.

City Attorney Barry Schultz reported on the item.

Recommendation: Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Amending the Agreement between the City of National City and Devaney Pate Morris & Cameron, LLP, for Legal Services in the Specialized Area of Land Use and Business Matters Regarding the San Diego Unified Port District by Increasing the Not-to-Exceed Amount by $25,000 for a New Not-to-Exceed Total Amount of $100,000.”

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

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

Motion carried by 3-2 vote.

Item pulled for discussion.

9.6 Second Amendment to the Agreement between the City of National City and Hamrick & Evans, LLP, for a New Not-to-Exceed Amount of $250,000.

Adopted Resolution No. 2022-24.

Public comment received from Thomas Rike.

Recommendation: Adopt the Resolution Entitled: **"**Resolution of the City Council of the City of National City, California, Amending the Agreement Between the City of National City and Hamrick & Evans, LLP, to Include Representing the City in Connection with Additional Litigation Matters and to Increase the Not-to-Exceed Amount by $200,000 for a New Not-to-Exceed Amount Of $250,000."

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

Motion carried by unanimous vote.

9.7 2024 Housing Element Annual Progress Report

Accept and file the 2024 Housing Element Annual Progress Report Pursuant to California Code Section 65400 to the California Department of Housing and Community Development ("HCD") and Office of Planning and Research ("OPR").

Motion carried by unanimous vote.

Item pulled for correction to vote.

9.8 In-Person Translation / Interpreter Cost Analysis

Mayor Morrison clarified that staff had located previously purchased equipment for translation services and the recommendation to purchase equipment was no longer needed.

Recommendation: Staff Recommends that the City Council Approve the Purchase of the Retekess T130 Tour Guide System for In-Person Translations Services.

9.9 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 3824 Peach Blossom Street.

Adopted Resolution No. 2022-25.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 3824 Cherry Blossom Street."

Motion carried by unanimous vote.

9.10 Temporary Use Permit – National Day of Prayer Sponsored by New Covenant Tabernacle at Kimball Park Bowl on Thursday, May 1, 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.

Councilmember Rodriguez left the dais at 7:40 p.m. and returned at 7:44 p.m.

Item pulled for discussion.

9.11 Warrant Register #29 for the Period of 1/10/25 through 1/16/25 in the Amount of $2,974,177.99

Public comment was received from Thomas Rike and Edward Nieto.

Recommendation: Ratify Warrants Totaling $2,974,177.99

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

Motion carried by unanimous vote.

Item pulled for discussion.

9.12 Warrant Register #30 for the Period of 1/17/25 through 1/23/25 in the Amount of $1,319,231.93

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $1,319,231.93.

ACTION: Motion by Councilmember Yamane, seconded by Mayor Morrison to ratify the warrants.

Motion carried by unanimous vote.

10. PUBLIC HEARING

10.1 Public Hearing - Street Vacation of a Portion of Orange Street Cul-de-Sac West of Euclid Avenue. (Case File No. 2022-24 SV)

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

Mayor Morrison opened the Public Hearing at 7:52 p.m.

There was no public comment.

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

Motion carried by unanimous vote.

Public Hearing closed at 7:52 p.m.

Recommendation: Hold the Public Hearing and Order the Vacation of a Portion of Orange Street Cul-de-Sac West of Euclid Avenue.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve the staff recommendation.

11. STAFF REPORTS

11.1 California Daylighting Law, AB 413 – Parking Restrictions at Intersections to Enhance Pedestrian Safety.

One public comment received from Carissa Carrasquono.

Recommendation: Receive the Staff Report and Presentation on California's Daylighting Law, AB 413.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Molina to receive the staff report and presentation.

Motion carried by unanimous vote.

11.2 City Council Expenditure Report: July 2024 through January 2025

Public comment was received from Edward Nieto.

Two written comments were received from Ted Godshalk and Juan Andrade.

Recommendation: This item was continued from the previous City Council Meeting. Staff is requesting to Receive and File the Expenditure Report for the City Council for the period of July 2024 Through January 2025, or provide additional direction to staff.

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor Bush to pull the item for further review by the City Manager.

Motion carried by unanimous vote.

12. CITY MANAGER'S REPORT

12.1 POLICY 105 REQUEST - Establish an Ad-Hoc Committee to Investigate the Facts and Circumstances of the Sweetwater Road Gas Station Project - Requested by Councilmember Rodriguez

Councilmember Rodriguez introduced the item.

In-person Comment:

Liliana Armenta
Ray
Edward Nieto
Brian Clapper
Carissa Carrasquillo
Salvador Candio
Jennifer Zuniga
Michael Aguirre
Micaela Polanco
Jesse Navaro
Jason Delfos
Michelle Krug
Patricia Teran
Isabel Pelayo
Luisa McCarthy
Frank Rivera
Camilla Padilla
Maria Severson
Randi Castle Salgado
Alisha Morrison
Rosaura Marin
Doyle Morrison
Mike Montoya
Joan Rincon

Virtual Comment:

Jennifer Bustamante

Those who submitted a Speaker's Slip in favor but did not wish to speak:

Rebeca Cruz
Ramon Cruz
Antonio Estrada
Carlos Rodriguez
Bianeth Gueman
Cielo Alvarez
Samuel Hernandez
Carlos Avenjano
Juan Mora
Karina Flores
Yolanda Contreras
Audrey Castillo
Helen Chilsom
Teroy Lawson
Irma Hernandez
Jorge Alberto Rodriguez
Pablo Bermodez
Rosy Vasquez
Gabriela Magana
Maria de Jesus Martinez
Graciela Martinez
Mayra Quevedo
Scott Hamilton
Norma Barajas
Sebastian Martinez
McGrady Michael
J. Andrade
Ernesto Esqueda
Karina Hernandez
Camila Marin

Those who submitted a Speaker's Slip in opposition but did not wish to speak:

Jesse Navarro
Alfredo Calderon
Mike Montoya
Hector Maimoleyo

Written comment was received from Ted Godshalk and Maria Severson.

Vice-Mayor Bush disclosed that he spoke with Luisa McCarthy, Micaela Polanco, and Attorney Michael Aguirre.

ACTION: Motion by Councilmember Rodriguez to add the item to a future agenda. Motion died for lack of a second.

ACTION: Motion by Vice-Mayor Bush to conduct a Closed Session Meeting to investigate all potential ethics concerns of the Mayor, City Council, City Manager, City Attorney and the creation of an independent Ethics Committee.

City Attorney Schultz advised that the motion was not proper and would have to return on the agenda as a Policy 105 Request in order to be considered.

12.2 POLICY 105 REQUEST - Update City Council Policy No. 105 for Efficiency - Requested by Councilmember Molina

Public comment was received from Edward Nieto.

ACTION: Motion by Councilmember Molina, seconded by Vice-Mayor Bush to place the item on the April 1st City Council meeting.

Motion carried by unanimous vote.

13. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

14. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who reported on Closed Session agenda Item 5.1 and stated that the evaluation had been initiated and will be continued at a future closed session.

CLOSED SESSION

5.1 CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Employee Organizations:
Municipal Employees' Association (SEIU, Local 221),
National City Firefighters Association (Local 2744), and
Police Officers Association (POA)
Unrepresented Groups: Executive, Confidential, and Management

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)

15. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, April 1, 2025 at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 10:14 p.m.

_____

Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of April 1, 2025.

_____

Ron Morrison, Mayor

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Authorizing the Filing of Seven Applications for Smart Growth Incentive Program (SGIP) Grant Funds from the San Diego Association of Governments (SANDAG) and Accepting the Terms of the Grant Agreement.

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Filing of Seven Applications for Smart Growth Incentive Program Grant Funds from the San Diego Association of Governments and Accepting the Terms of the Grant Agreement."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
SANDAG is currently soliciting project applications for *TransNet* Smart Growth Incentive Program (SGIP) Cycle 6 grant funding. Approximately $45 million is available for local agencies in the San Diego Region. The grant application submittal deadline is April 11, 2025. Submittal of a City Council Resolution authorizing the filing of the grant applications and accepting the terms of the grant agreement is required.

The goal of the SGIP is to fund comprehensive planning activities, public infrastructure projects, and climate action plan projects that facilitate compact, mixed-use, transit-oriented development and increase housing and transportation choices. Staff has prepared grant applications for the following planning efforts and capital projects:

1) National City Downtown Specific Plan Update
2) National City Housing Supportive Infrastructure Assessment
3) National City Climate Action Plan Implementation and Monitoring Program
4) National City Boulevard Smart Growth Revitalization
5) 16th and 18th Street Community Corridors
6) Civic Center Drive Bicycle Connections
7) Highland Avenue Mobility Mini-Hubs

The following table provides brief project descriptions, cost estimates and anticipated local grant matches. Study area maps and conceptual design exhibits are included in the attachments. If grant funding is awarded, staff will return to the City Council to establish appropriations and corresponding revenue budgets. Funding for the local grant matches will be programmed into the annual Capital Improvement Program budget for FY 2026. Proposed project funding recommendations are anticipated to be released by SANDAG in July 2025.

Project	SGIP Grant	Local Match (Source)	Total
1) National City Downtown Specific Plan Update - Perform comprehensive review and update to the DSP with emphasis on community and stakeholder engagement, smart growth development design standards and incentives, parking management plan, and opportunities to expedite plan review and permitting	$500,000	$125,000 (General Fund)	$625,000
2) *National City Housing Supportive Infrastructure Assessment* - Perform infrastructure assessment and develop priority projects to better support high-density, mixed-use development within the City's urban core	$600,000	$150,000 (Sewer Fund)	$750,000
3) *National City Climate Action Plan Implementation and Monitoring Program* - Develop an implementation and monitoring program for National City's CAP	$400,000	$100,000 (General Fund)	$500,000
4) *National City Boulevard Smart Growth Revitalization* - Perform streetscape and mobility enhancements along National City Blvd between 4th St and 7th St to support smart growth development and strengthen connections to regional transit	$3,500,000	$875,000 (Gas Tax SB1-RMRA)	$4,375,000
5) *16th and 18th Street Community Corridors* - Implement traffic calming and safety enhancements for pedestrians and bicyclists	$3,500,000	$875,000 (Gas Tax SB1-RMRA)	$4,375,000
6) *Civic Center Drive Bicycle Connections* - Install protected bicycle facilities on Civic Center Dr between Wilson Ave and Harbor Dr to close a critical gap in the City's bicycle network and improve connections to the Bayshore Bikeway	$3,000,000	$350,000 (Gas Tax SB1-RMRA)	$3,350,000
7) *Highland Avenue Mobility Mini-Hubs* - Implement bus stop enhancements and technology solutions to support mobility mini-hubs at 18 bus stops along the Highland Ave corridor between Eta St and 30th St	$3,500,000	$5,000 (General Fund)	$3,505,000

FINANCIAL STATEMENT:
If grant funding is awarded, staff will return to the City Council to establish appropriations and corresponding revenue budgets.

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

ENVIRONMENTAL REVIEW:
CEQA Notices of Exemptions have been prepared for the capital projects.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Call for Projects and Grant Agreement Template
Exhibit B – Study Area Maps and Conceptual Design Exhibits
Exhibit C – Resolution

Smart Growth Incentive Program (SGIP)

Cycle 6 Call for Projects

Program Website

http://www.sandag.org/grants

Program Contact

Goldy Herbon
Senior Grants Program Analyst
619-699-6990
grantsdistribution@sandag.org

Eligible Applicants

Cities in the County of San Diego and the County of San Diego

In order to receive funding for Planning or Capital projects, the Applicant must have an adopted Climate Action Plan (CAP). Eligible Applicants who do not have an adopted CAP can apply for a Climate Action Plan project to receive funding to develop a CAP.

Example Projects

- **Planning**: Curb management plans, specific or area plans, transit-oriented development plans, complete streets plans or policies, rezoning or zoning updates, Program-level environmental clearance, density bonus ordinance, etc.
- **Capital**: Updating housing supportive infrastructure, bike and pedestrian infrastructure enhancements, traffic calming infrastructure such as roundabouts, streetscape or placemaking enhancements for pedestrians, projects listed in CAPs as applicable, etc.
- **Climate Action Plan**: New or updates to existing climate action plans and GHG reduction plans

Program Overview

The San Diego Association of Governments (SANDAG) is soliciting applications for its Smart Growth Incentive Program (SGIP). The goal of this program is to fund comprehensive planning activities, public infrastructure projects, and climate action plan projects that facilitate compact, mixed-use, transit-oriented development and increase housing and transportation choices.

Funding Source: TransNet Extension Ordinance

Amount of Funding Available: $45 million

- **Planning**: $12 million
- **Capital**: $30 million
- **Climate Action Plan**: $3 million

Matching Funds: Matching Funds are not required

Project Types

Applicants can submit multiple applications under each project type.

- **Planning**: Includes plans and processes that accelerate smart growth activities but will not directly result in the construction of a public improvement project.
- **Capital**: Will eventually result in the construction of public improvements. Project phases can include environmental, design (conceptual, preliminary, or final), right-of-way, and construction.
- **Climate Action Plan**: To prepare a new CAP or CAP Update and GHG reduction plans, or CAP or GHG reduction plan implementation and monitoring efforts that keep pace with state targets and goals for GHG emission reductions.

Award Sizes and Performance Period

	Planning	Capital	Climate Action Plan
Minimum Award	$150,000	$500,000	$150,000
Maximum Award	$1,000,000	$3,500,000	$400,000
Performance Period	3 years	3.5 years	3 years

Timeline

Activity	Date
Release of the Call for Projects	1/6/2025
Pre-Application Webinar (10:30-12:00)	1/15/2025
Call for Projects Question Deadline (by 5 p.m.)	3/28/2025
Deadline to request application assistance	3/28/2025
Responses to all questions released in BidNet	4/4/2025
Application Deadline (by 5 p.m.)	**4/11/2025**
Applicant Resolution Deadline	**5/11/2025**
SANDAG Regional Planning Committee Meeting (proposed funding recommendations)	7/18/2025
SANDAG Transportation Committee Meeting (proposed funding recommendations)	7/18/2025
SANDAG Board of Directors Meeting (proposed funding recommendations)	7/25/2025
Grant Agreements Executed/Notices to Proceed Issued	10/1/2025

GRANT AGREEMENT BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
[JURISDICTION NAME]
REGARDING [FULL PROJECT TITLE]

TRANSNET SMART GROWTH INCENTIVE PROGRAM – CYCLE 6

SANDAG CONTRACT NO. [ERP NUMBER]

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of the last signature date below by and between the San Diego Association of Governments ("SANDAG") and [JURISDICTION NAME] ("Grantee"). This Agreement expires on [Month and Day, Year], unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. The SANDAG Board of Directors allocates funds under the TransNet local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.

B. The TransNet Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP), for which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place-making, access to transit, and environmental justice.

C. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at https://www.sandag.org/about/bylaws-and-policies. This Agreement and the Grantee's performance are subject to Board Policy No. 035, as the same may be amended from time to time, which includes multiple "use it or lose it" provisions.

D. On November 22, 2024, the SANDAG Board of Directors approved the program eligibility and evaluation criteria for the SGIP Cycle 6 Call for Projects, including up to $45 million in funding from TransNet.

E. On [Insert Date], SANDAG issued a call for projects from local jurisdictions in San Diego County that wish to apply for a portion of the TransNet SGIP funds for use on climate action planning, planning, and capital improvement projects meeting certain criteria.

F. On [Insert Date], the SANDAG Board of Directors approved a list of recommended SGIP Cycle 6 projects for this competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work and Budget, and Project Schedule are included as Attachments A and B, respectively.

G. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.

H. Although SANDAG will provide financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

A. The total amount payable by SANDAG to Grantee under this Agreement shall be the proportion of actual Project costs allocated to grant funding in the Project Budget (Attachment A) and shall not exceed the grant award of [dollar amount] (Fund Limit).

B. It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services rendered as authorized by SANDAG at or below the Fund Limit.

C. Grantee is included in the Regional Transportation Improvement Plan (RTIP). The TransNet MPO ID for the Project is [ID Number].

II. PROJECT BUDGET

The Grantee and SANDAG have agreed to a Project Budget outlined in Attachment A. The Grantee and third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. Grantee may, with prior written approval from the SGIP Program Manager, reallocate funds between tasks in the Project Budget as long as all of the following conditions are met:

1. The funds to be reallocated do not exceed an aggregate amount of ten percent for any particular task in the Project Budget,

2. The reallocation does not negatively impact the benefits obtained from the Project, and

3. There is no increase to the Fund Limit or decrease to the matching funds.

Any other changes to the Project Budget require the issuance of an amendment to this Agreement.

III. MATCHING FUNDS

Grantee agrees to provide matching funds in an amount of [dollar amount] of the actual cost of the Project, estimated to be [number including two decimals (e.g., 15.00)] percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Grantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Agreement effective date and before the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Grantee agrees that no matching funds may be reduced unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement is also made.

C. Prompt Payment of Grantee's Share of Matching Funds

Grantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Grantee to pay for Project costs. The Grantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Grantee's invoices must include its matching fund

contribution, along with supporting, descriptive, and explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Grantee's Project Manager is [Project Manager].

The SGIP Program Manager is Goldy Herbon,.

Project Manager continuity and experience are deemed essential in Grantee's ability to carry out the Project under the terms of this Agreement. Should the Grantee change the Project Manager, it will provide written notice to the SGIP Program Manager within ten business days of the change, including contact information for the new Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Grantee:
[Jurisdiction Name]
Attention: [Project Manager]
[Address]
[City, CA, ZIP]

VI. PROJECT IMPLEMENTATION

A. General

The Grantee agrees to carry out the Project as follows:

1. Project Description

   Grantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Grantee's Capacity

   The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, as the same may be amended from time to time, including but not limited to Board Policy No. 035.

3. Project Schedule

   The Grantee agrees to complete the Project according to the Project Schedule included in Attachment B and in compliance with Board Policy No. 035, as the same may be amended from time to time.

4. Project Implementation and Oversight Requirements

Grantee agrees to comply with the Performance Measures included in Attachment C.

5. Changes to Project Scope of Work

This Agreement was awarded to Grantee based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Grantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to complete the Project satisfactorily or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions expeditiously.

C. Changes in Project Performance

The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Grantee's ability to perform the Project under the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

[Include the following CIS language for capital projects only.]

D. Compliance Information System (CIS)

If Grantee will utilize persons other than its own employees to carry out work, Grantee and all of its third-party contractors and subcontractors (hereinafter "subcontractors") shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. The CIS is available at https://sandag.sbdbe.com. CIS allows SANDAG to monitor the promptness of payment to subcontractors and will allow Grantee and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Grantee and subcontractors to use unless SANDAG instructs otherwise. After execution of this Agreement, Grantee will receive instructions on how to set up its account and enter required subcontractor data into CIS via an internet browser. Grantee must require each subcontractor to enter the required payment information into CIS. Failure of Grantee or its

subcontractors to enter required information and confirm payments on a timely basis will delay payment by SANDAG to Grantee until Grantee has cured any defects or provided the missing information. Should Grantee fail to provide the required information, SANDAG shall have sole discretion regarding whether to withhold payment or terminate this Agreement.

E. Licenses and Permits

Grantee represents and warrants to SANDAG that Grantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and perform services under this Agreement at all times during the term of this Agreement.

[Include the following DIR language for capital projects only.]

F. Registration with DIR and Prevailing Wage Requirements

All provisions of this section shall be passed through to any subcontractors performing work related to this Agreement. Additional requirements for public works projects are included in Attachment D.

1. Payment of Prevailing Wages

   Grantee acknowledges that any work that qualifies as a "public work" within the meaning of California Labor Code section 1720 shall cause Grantee and its subcontractors to comply with the provisions of California Labor Code sections 1775 et seq, which includes the payment of prevailing wages to all workers performing prevailing wage work.

2. Public Works Contractor Registration With DIR

   If Grantee or its subcontractors will engage in the performance of a public work as defined by California Labor Code sections 1720 et seq. and will utilize persons who are not employees of a public entity, registration and payment of an annual registration fee to the DIR shall be required of each entity performing the work. This requirement applies to anyone affected by the public works statutes found in the California Labor Code, including but not limited to landscapers, fencers, surveyors, soil testers, dredgers, heavy equipment operators, and inspectors. Registration can be completed online at https://www.dir.ca.gov/public-works/contractor-registration.html.

3. Subcontract Requirements

   If Grantee will award any subcontracts for the performance of a public work:

   a. Grantee will create a Project Registration Form (PWC-100 form) for each subcontract using the online database of the California Department of Industrial Relations (DIR).

   b. Grantee shall notify SANDAG ten business days prior to the subcontractor performing the prevailing wage work so SANDAG can prepare for labor compliance monitoring. Grantee will provide to SANDAG the name, DIR registration number, and contractor's license numbers of each subcontractor so SANDAG or its labor compliance designee can verify, that the selected subcontractor is currently licensed and registered with the DIR. If SANDAG finds that the selected subcontractor is not licensed and registered with the DIR, SANDAG will promptly notify Grantee and Grantee will be required to notify the selected subcontractor to stop work.

   c. If there are any changes to a subcontractor or lower-tier subcontractor, Grantee will advise SANDAG of these changes as soon as those changes are known to the Grantee.

4. Certified Payroll Reporting to DIR

   Grantee and all subcontractors performing a public work under this Agreement shall use the DIR's Electronic Certified Payroll Reporting (eCPR) System, available at https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html, to furnish certified payroll records to the California Labor Commissioner. Grantee and its subcontractors are required to utilize the eCPR system throughout the entire duration of the public work.

5. Certified Payroll Reporting to SANDAG

   In addition to the eCPR system, Grantee and all subcontractors performing a public work shall utilize the SANDAG Labor Compliance Monitoring System (LCMS), available at https://www.sandag.org/about/work-with-us/labor-compliance-monitoring-program to furnish certified payroll records to SANDAG. If Grantee desires to utilize a different system to provide certified payroll records to SANDAG, it must request prior authorization and receive approval in writing from the Grants Program Manager.

   Grantee will be required to enter all of its subcontractors' information into LCMS on an ongoing basis. The SANDAG LCMS will allow Grantee to convert certified payroll records to the XML file format for upload to the DIR system.

6. Retention and Inspection of Payroll Records and Employment of Registered Apprentices

   Grantee agrees to comply and cause any of its applicable subcontractors to comply with Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code section 1777.5 regarding employment of registered apprentices, and Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter. In order to ensure compliance with the Labor Code, Grantee and its subcontractors shall be subject to site visits and spot-check audits by SANDAG or its labor compliance designee. During these audits and inspections, SANDAG or its designee may request Grantee or subcontractor records, including but not limited to certified payroll, apprenticeship, and other ancillary records at any time during the term of the Agreement.

   If such an audit or site visit discloses that Grantee or a subcontractor has not kept complete and accurate records or complied with the requirements of the California Labor Code, SANDAG will notify the Grantee and request that the Grantee complete a written Action Plan that includes specific actions the Grantee will take to remedy the outstanding issues and a timeline to bring the Project into compliance. Should the Grantee be unable to submit its Action Plan by the deadline included in the notice or complete its Action Plan in a timely manner, SANDAG will notify the DIR of potential labor compliance issues related to the Project.

   Additionally, if Grantee was provided an exception to utilizing the SANDAG LCMS, Grantee will be required to input and submit all applicable certified payrolls and accompanying documentation related to the Project, retroactive to the start of the Project, into the SANDAG LCMS.

G. Standard of Care

Grantee expressly warrants that the work to be performed under this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its third-party contractors.

H. Third-Party Contracting

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

   Grantee shall not award contracts with a cumulative value over $10,000 based on a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of the SGIP Program Manager for such sole source. A Sole Source Request template can be obtained by contacting the SGIP Program Manager. Grantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff when requesting reimbursement of any third-party contractor expenses to ensure a competitive process was used.

   If Grantee hires a third-party contractor to carry out work funded under this Agreement, Grantee shall: prepare a cost estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Grantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the third-party contractor.

2. Debarment

   Grantee and its third-party contractors shall review debarment and suspension websites to confirm the proposed third-party contractor has not been disqualified from doing business with government entities. The documentation showing a lack of debarment shall be obtained from the following two websites:

   - Grantee will check the System for Award Management (SAM) at www.sam.gov to verify the third-party contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

   - Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Grantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at https://sanctionssearch.ofac.treas.gov/.

3. Flowdown

   Grantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other contractual agreement, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as outlined in this Agreement.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee.

5. Equipment Purchases

Grantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes outlined in this Agreement. The parties agree to meet and confer in good faith to ensure the equipment's continued use for the intended purposes, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds $5,000. SANDAG and Grantee further agree that Grantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections to confirm the equipment's existence, condition, and proper maintenance.

VII. ETHICS

A. Grantee Code of Conduct/Standards of Conduct

The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee’s employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of their immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein have a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices that might result in unlawful activity are prohibited, including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists concerning the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Grantee affirms that it has not paid and agrees not to pay any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports, and invoices.

VIII. PAYMENTS

A. Reimbursement Basis

Payment to Grantee for work performed pursuant to this Agreement will be on a reimbursement basis and will be based on actual, substantiated, and allowable costs incurred by the Grantee with documentation provided to SANDAG.

B. Alternate Payee

If the Grantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Grantee from all obligations under this Grant Agreement.

C. Invoicing

Grantee or Alternate Payee is required to submit invoices no more often than quarterly using a template provided by SANDAG. Invoices must be accompanied by a quarterly report using the quarterly report template provided by SANDAG. SANDAG will make payments for eligible amounts to Grantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Grantee's or Alternate Payee's itemized signed invoice(s), backup, deliverables, and confirmation by the SGIP Program Manager that Grantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until the satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Grantee or Alternate Payee following satisfactory completion of the Scope of Work, including but not limited to receipt of all deliverables, completion of a final site visit and notification that all labor compliance requirements have been met (for capital projects), the final invoice, and all required documentation.

D. Eligible Costs

The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule, and Project Budget, and other provisions of the Agreement.

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that reduces the cost actually incurred, excluding program income). Project-generated revenue realized by the Grantee shall be used to support the Project. Project-generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the Agreement effective date and before the termination date, and also must have been paid for by the Grantee.

6. Satisfactorily documented with supporting documentation, which will be submitted with each invoice. Copies of third-party contractor invoices are required for goods or services provided by third parties.

7. Treated consistently following generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subcontractors, (see Section entitled "Accounting, Reporting, Record Retention, and Access").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

9. Indirect costs are only allowable if they were included in the Grantee's original project application and Project Budget and were approved by SANDAG.

E. Excluded Costs

In determining the amount of TransNet funds SANDAG will provide for the Project, SANDAG will exclude the following:

1. Any Project cost incurred by the Grantee before the Effective Date of the Agreement or applicable Amendment.

2. Any cost that is not included in the Project Budget.

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG.

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

5. Indirect costs unless they were included in the Grantee's original project application and Project Budget and were approved by SANDAG.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement or Board Policy No. 035 (as the same may be amended). The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) have been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Grantee and Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee and Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the TransNet Independent Taxpayer Oversight Committee, Transportation and Regional Planning Committees and the SANDAG Board of Directors, to report on its progress and respond to questions from Committee or Board Members or the public.

2. Grantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize Performance Measures (Attachment C) and the SANDAG Grant Monitoring Checklist provided by the SGIP Program Manager, to document compliance with this Agreement. Grantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Grantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan (Notice). Grantee's Recovery Plan shall include a detailed description of how Grantee intends to come into compliance with the Agreement or Performance Measures. Grantee's Recovery Plan must include an implementation schedule that reflects compliance with the Agreement as referenced in the Notice, or achievement of its performance measure minimums within three months following the issue date of the Notice. Grantee must submit its Recovery Plan to the SGIP Program Manager within 30 calendar days following the issue date of the Notice. If Grantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG, in its sole discretion, may terminate this Agreement.

3. Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of the Project's budget, schedule, and Performance Measures using templates provided by SANDAG. The Quarterly Progress Report shall be submitted to SANDAG within 30 days after each period close, covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Grantee will not be paid until all reports are completed and provided to SANDAG in the format and with the content SANDAG requires. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Grantee needs to document and track in-kind contributions designated as matching funds as part of project management. Grantee must provide all deliverables identified in the Scope of Work in order to receive payment.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Grantee agrees to provide project milestone information to support media and communications efforts.

5. Grantee is responsible for the following photo documentation:

    - For capital projects, pre-construction photos, which should illustrate the conditions of the project site before construction and demonstrate the need for improved facilities.

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and be provided to SANDAG with captions including project descriptions, dates, locations, and the names of those featured, if appropriate. Grantees must obtain the consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as

SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at https://www.sandag.org/about/bylaws-and-policies, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Grantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Grantees and Third-Party Contractors

The Grantee agrees to permit, and require its third-party contractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its third-party contractors pertaining to the Project.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Grantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Grantee agrees to cooperate with SANDAG or ITOC regarding any performance audit performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements outlined in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines outlined in the Project Schedule and consistent with Board Policy No. 035 and any amendments thereto.

B. In the event Grantee encounters or anticipates difficulty in meeting the Project Schedule, the Grantee shall immediately notify the SGIP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects

to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Grantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Grantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035 (as the same may be amended from time to time), or if SANDAG determines that the continuation of grant funding for the Project would not adequately serve the purpose of the laws or policies authorizing the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused grant funding by failing to make adequate progress, complete the Scope of Work, meet the performance measures, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not automatically constitute an expiration or termination of the Agreement for the Project. However, Grantee must request, and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

XII. CIVIL RIGHTS

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint related to the Project or program funded by this grant is lodged. If Grantee receives a Title VI-related or ADA-related complaint, Grantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Grantee and all of its third-party contractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its third-party contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its third-party contractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the

applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), outlined in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its third-party contractors shall give written notice of their obligations under this clause to labor organizations with a collective bargaining or other Agreement.

XIII. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted under the laws of the State of California.

B. Dispute Resolution Process

If Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the SGIP Program Manager. The SGIP Program Manager and other appropriate SANDAG staff will review the documentation promptly and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Grantee is dissatisfied with the results following the exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG applicable policy advisory committee . SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the applicable policy advisory committee shall be final. In the event that more than one policy advisory committee is responsible to make recommendations related to SGIP grant awards, the written request shall be submitted to the next regularly scheduled policy advisory committee.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XIV. ASSIGNMENT

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its third-party contractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its third-party contractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any liability caused solely by the wrongful acts of SANDAG employees or agents.

XVI. INDEPENDENT CONTRACTOR

A. Status of Grantee

Grantee shall perform the services provided for within this Agreement as an independent contractor, not an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means. The payments made to Grantee under this Agreement shall be the full compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever unless expressly provided for in this Agreement.

XVII. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder continues to conform to the requirements of applicable laws or regulations.

This Agreement, with its attachments and the resolution from Grantee's governing body submitted with its application, represents the entire understanding of SANDAG and Grantee regarding those matters. No prior oral or written understanding shall be of any force or effect concerning those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XVIII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

SAN DIEGO ASSOCIATION OF GOVERNMENTS	[JURISDICTION NAME]
SUSAN HUNTINGTON **Date** **Director of Financial Planning, Budgets, and Grants**	**[FULL NAME]** **Date** **[Title]**

APPROVED AS TO FORM:

Office of General Counsel **Date**

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

(Contracts to Insert final Scope and Project Budget from Excel file)

ATTACHMENT B
PROJECT SCHEDULE

(Contracts to Insert final Project Schedule from Excel file)

ATTACHMENT C
PERFORMANCE MEASURES

Grantee must provide sufficient evidence that demonstrates the use of grant funding meets all SGIP goals and objectives. Grantee agrees to the following performance measures:

(Contracts to Insert final Performance Measures provided by Grants Division)

ATTACHMENT D
PUBLIC WORKS REQUIREMENTS

Any subcontract entered into as a result of the Agreement, shall contain all the provisions of these Public Works Requirements. Use of the term “Contractor” herein shall refer to “Grantee and its third-party contractors” as defined in the Agreement and use of the term “Contract” herein shall refer to the “Agreement”.

7 1.01A LABOR CODE REQUIREMENTS

7 1.01A(1) HOURS OF LABOR

Eight (8) hours labor constitutes a legal day’s work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to SANDAG, twenty five dollars ($25) for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and forty (40) hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, §§1810 - 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half times the basic rate of pay, as provided in §1815 thereof.

7 1.01A(2) PREVAILING WAGE

The Contractor shall pay wage rates consistent with the State of California Labor Code and the California Department of Industrial Relations.

The wage rates determined by the Director of Industrial Relations can be found in the State Prevailing Wage Rates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

Contractor and any subcontractor under Contractor shall comply with Labor Code §§1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to SANDAG a penalty of not more than two-hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code §§ 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each

worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

A. The contract executed between Contractor and the subcontractor for the performance of work on the Project shall include a copy of the requirements in §§1720.9, 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

B. Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

C. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

D. Prior to making final payment to the subcontractor for work performed on the public works project, Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify a contractor on a public works project within fifteen (15) days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if SANDAG did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, Contractor shall pay all moneys retained from the subcontractor to SANDAG. These moneys shall be retained by SANDAG pending the final decision of an enforcement action.

Pursuant to the requirements in Labor Code §1773, SANDAG has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1, apprenticeship or other training programs authorized by Labor Code §3093, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for the district of Caltrans in which the work is situated or at the California Department of Industrial Relations' website at: http://www.dir.ca.gov.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for Bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to §1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations that conform to Labor Code §1773.6 and Title 8 California Code of Regulations §16204 shall apply to the Project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice to Contractors for the Project.

Pursuant to Labor Code §1720.9, “public works” shall include the hauling and delivery of ready-mixed concrete to carry out a public works contract for SANDAG.

7 1.01A(2)(A) TRAVEL AND SUBSISTENCE PAYMENTS

Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.1.

7 1.01A(3)(A) PAYROLL RECORDS – LABOR CODE REQUIREMENTS

Attention is directed to the requirements in Labor Code §1776, a portion of which is quoted below. Regulations implementing Labor Code §1776 are located in §§16200 et seq. of Title 8, California Code of Regulations.

“(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, last 4 digits of social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1720.9, 1771, 1811, and 1815 of the Labor Code for any work performed by its employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee’s payroll record shall be made available for inspection or furnished to the employee or their authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of

Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

The penalties specified in subdivision (h) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

A copy of all payrolls shall be uploaded weekly to the SANDAG Labor Compliance Monitoring System (LCMS) no later than ten calendar days after the payroll week end date. Payrolls shall contain the full name, address and Social Security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number must be entered on all payrolls. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by SANDAG or on any form with identical wording. The Contractor shall be responsible to ensure submission of subcontractor payrolls in the LCMS and the Department of Industrial Relations (DIR) eCPR systems. In addition, the contractor is responsible for maintaining physical copies of all (prime/subcontractor) payrolls for DIR auditing purposes.

Submitted certified payrolls for hauling and delivering ready-mix concrete must be accompanied by a written time record. The time record must include the following information and be uploaded to LCMS:

- Truck driver's full name
- Name and location of the batch plant
- Time the concrete was loaded

- Time the truck returned to the batch plant
- Truck driver's signature certifying under penalty of perjury that the information contained in it is true and correct.

The Contractor and each subcontract shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

7 1.01A(3)(B) PAYROLL RECORDS – ADDITIONAL REQUIREMENTS

The Contractor shall also maintain its records in conformance with the following:

A. At the preconstruction meeting, the Contractor will be provided with all necessary forms from the SANDAG current labor compliance consultant. The Contractor shall submit weekly a copy of all payrolls to SANDAG or to the labor compliance consultant, depending on the project. The copy shall be accompanied by a statement signed by the employer or its agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor or the State of California Labor Code, and that the classifications set forth for each laborer or mechanic conform to the work which he or she performed. The Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor shall make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of SANDAG and the Department of Labor and shall permit such representatives to interview employees during working hours on the job.

B. Contractor, and each subcontractor having contracts exceeding $10,000, shall submit monthly a report of manpower utilization of the total work force for all work performed during the month. If Contractor or subcontractor does not perform work on the project during the month, a negative report shall be submitted. The reports shall be submitted by the 15th of the following month. Contractor shall be responsible for submission of reports of all subcontractors. If any required manpower utilization report is not received by the designated due date, SANDAG will retain 10 percent (10%) of the estimated value of the work during the month from the next monthly estimate, except that such retentions shall not exceed $10,000, nor be less than $1,000. Retentions for failure to submit manpower utilization reports will be additional to all other retentions provided for in this Contract. Retentions for failure to submit manpower utilization reports will be released for payment on the monthly estimate for partial payments next following the date that all the delinquent reports for which the retention was made are submitted

C. The Contractor shall make its records available and is responsible for making its subcontractors' records available for inspection by authorized representatives of SANDAG or the state or federal government and shall permit such representatives to interview employees during working hours on the job.

7 1.01A(5) APPRENTICE REQUIREMENTS

A. Contractor and its subcontractors are required to meet the apprenticeship ratio of one hour of apprentice work for every five hours of journeyman work per Title 8 California Code of Regulations, §230.1 for its public works projects exceeding $30,000, with the exception of design build projects, which have a higher ratio requirement that graduates from 20% to 60% between 2016 and 2020. California Labor Code §1777.5 requires all public works contractors and subcontractors to submit contract award information to applicable apprenticeship programs that can supply apprentices to the site of the public work, employ registered apprentices, and make training fund contributions to approved apprenticeship programs.

B. Contractor and its subcontractors shall comply with §§1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations §200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of

Apprenticeship Standards, or one of its branch offices prior to commencement of work on this Contract. Responsibility for compliance with this Section lies with Contractor.

C. SANDAG encourages the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

7 1.01A(7) WORKERS' COMPENSATION

Pursuant to the requirements in Labor Code §1860, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Labor Code §3700.

7 1.01A(8) RECOVERY OF PENALTIES AND FORFEITURES

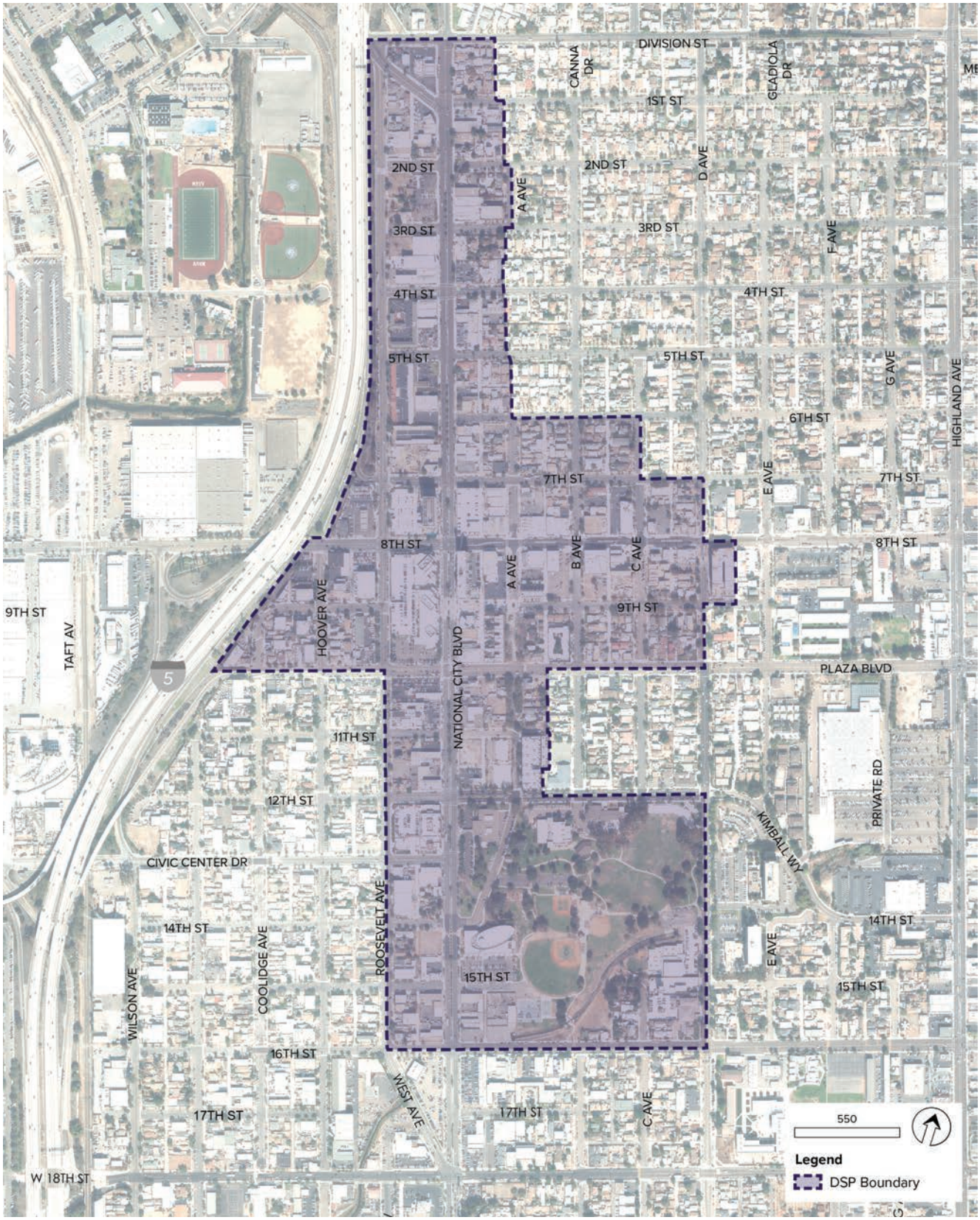
Attention is directed to Labor Code §§1730 to 1742, which calls for the Labor Commissioner to issue a civil wage and penalty assessment to Contractor or subcontractor or both if the Labor Commissioner determines after investigation that there has been a violation of the laws regulating public works contracts. Contractor or subcontractor may obtain review of a civil wage and penalty assessment by transmitting a written request for a hearing to the office of the Labor Commissioner that appears on the assessment within 60 days after service of the assessment.

7 1.01B CONTRACTOR'S LICENSING LAWS

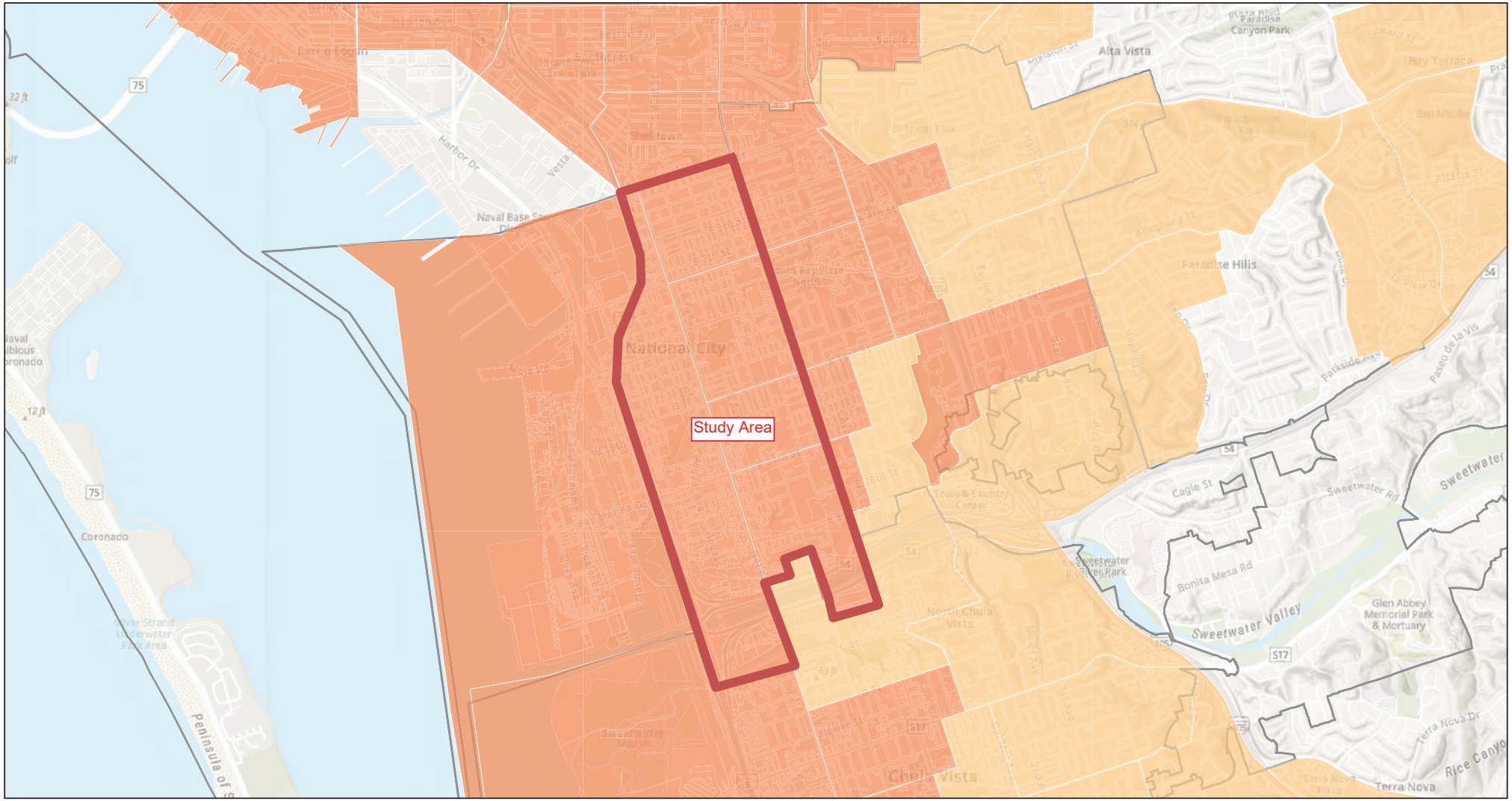
Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code (commencing with §7000) concerning the licensing of contractors.

All Contractors and subcontractors shall be licensed in accordance with the laws and regulations of the State of California and with the requirements of this Contract and any Contractor or subcontractor not so licensed is subject to the penalties imposed by those laws. Contractor must also provide the license number for any subcontractor completing work in excess of one half of one percent of the total bid.

FIGURE 1-1: Specific Plan (DSP) Boundary



2) National City Housing Supportive Infrastructure Assessment



3) National City Climate Action Plan Implementation and Monitoring Program



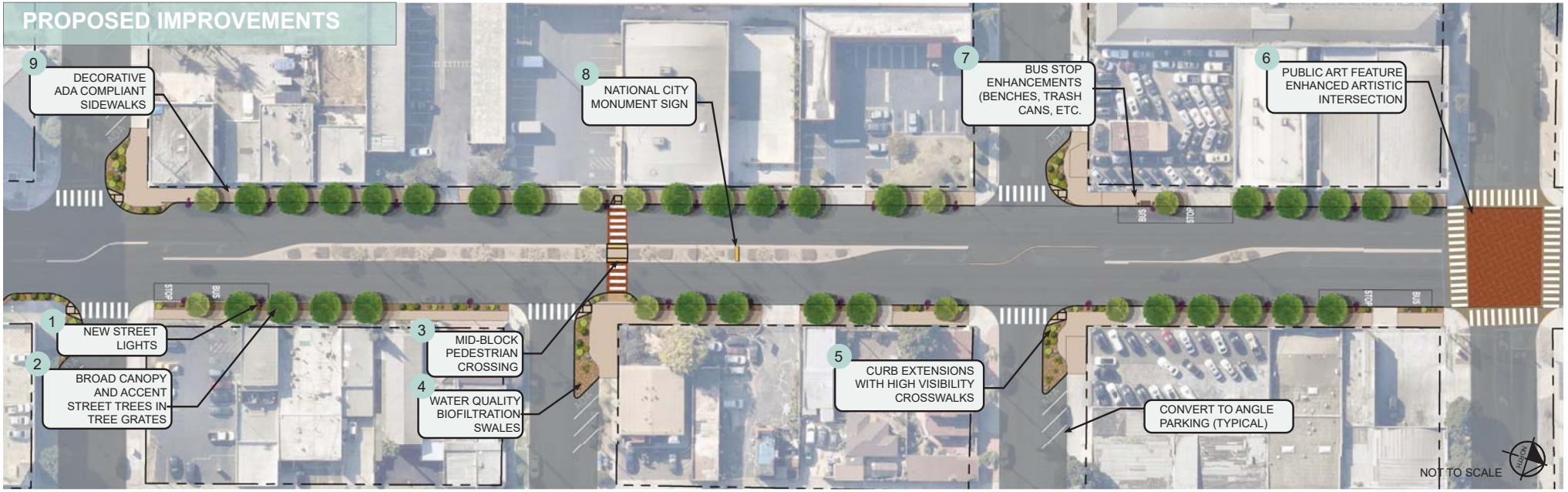
TOGETHER WE PLAN NATIONAL CITY

CLIMATE ACTION PLAN

FOCUSED GENERAL PLAN UPDATE

FEBRUARY 2024

4) National City Boulevard Smart Growth Revitalization







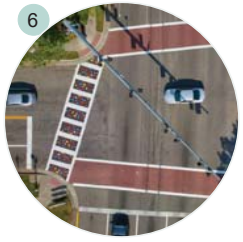














5) 16th and 18th Street Community Corridors





*R/W INFORMATION FROM SANGIS

C+R

LEGEND:

SPEED CUSHION

SHARROW

PEDESTRIAN RRFB CROSSING

EXISTING TRAFFIC SIGNAL

PROPOSED CURB RAMP

PROPOSED LIGHTING

SCALE 1" = 40'

16TH AND 18TH ST COMMUNITY CORRIDORS
NATIONAL CITY SGIP APPLICATION
3/24/2025
Sheet 1 of 6



*R/W INFORMATION FROM SANGIS

LEGEND:

SPEED CUSHION

SHARROW

PEDESTRIAN RRFB CROSSING

EXISTING TRAFFIC SIGNAL

PROPOSED CURB RAMP

PROPOSED LIGHTING

SCALE 1" = 40'

16TH AND 18TH ST COMMUNITY CORRIDORS

NATIONAL CITY SGIP APPLICATION

3/24/2025

Sheet 2 of 6



*R/W INFORMATION FROM SANGIS

LEGEND:

- SPEED CUSHION
- SHARROW
- PEDESTRIAN RRFB CROSSING
- EXISTING TRAFFIC SIGNAL
- PROPOSED CURB RAMP
- PROPOSED LIGHTING

SCALE 1" = 40'

16TH AND 18TH ST COMMUNITY CORRIDORS

NATIONAL CITY SGIP APPLICATION

3/24/2025

Sheet 3 of 6



*R/W INFORMATION FROM SANGIS

LEGEND:

SPEED CUSHION

SHARROW

PEDESTRIAN RRFB CROSSING

EXISTING TRAFFIC SIGNAL

PROPOSED CURB RAMP

PROPOSED LIGHTING

SCALE 1" = 40'

16TH AND 18TH ST COMMUNITY CORRIDORS

NATIONAL CITY SGIP APPLICATION

3/24/2025

Sheet 4 of 6



*R/W INFORMATION FROM SANGIS

LEGEND:

SPEED CUSHION

SHARROW

PEDESTRIAN RRFB CROSSING

EXISTING TRAFFIC SIGNAL

PROPOSED CURB RAMP

PROPOSED LIGHTING

SCALE 1" = 40'

16TH AND 18TH ST COMMUNITY CORRIDORS
NATIONAL CITY SGIP APPLICATION
3/24/2025
Sheet 5 of 6

MATCHLINE
SEE SHEET 5



*R/W INFORMATION FROM SANGIS

LEGEND:

SPEED CUSHION

SHARROW

PEDESTRIAN RRFB CROSSING

12'
28'

EXISTING TRAFFIC SIGNAL

PROPOSED CURB RAMP

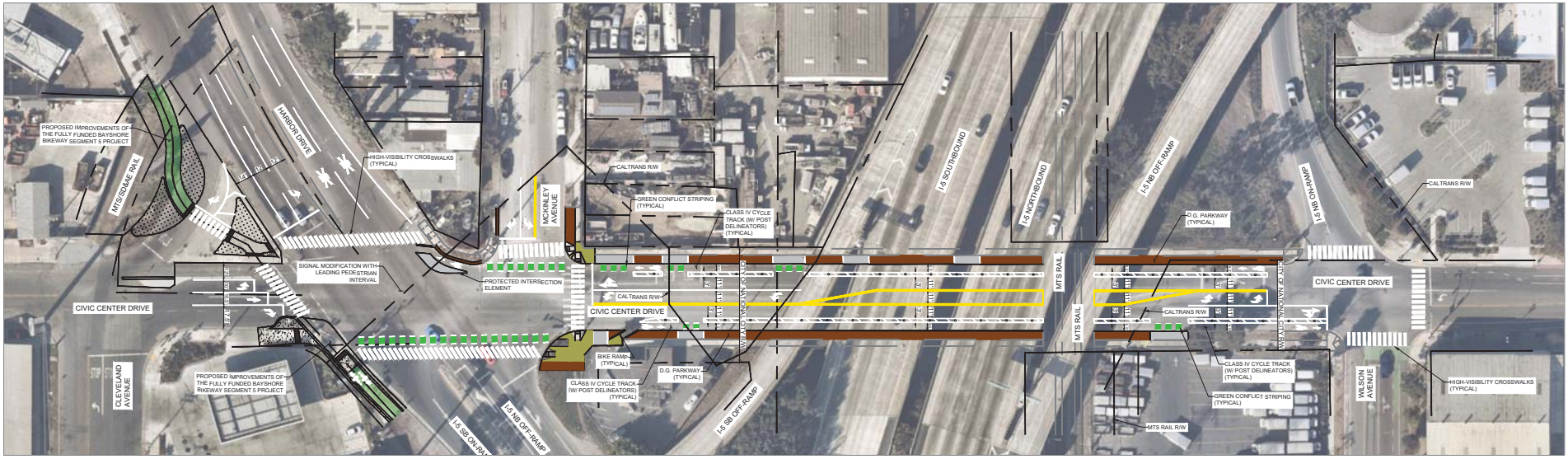
PROPOSED LIGHTING

N

0' 40' 80'
SCALE 1" = 40'

16TH AND 18TH ST COMMUNITY CORRIDORS
NATIONAL CITY SGIP APPLICATION
3/24/2025
Sheet 6 of 6

6) Civic Center Drive Bicycle Connections



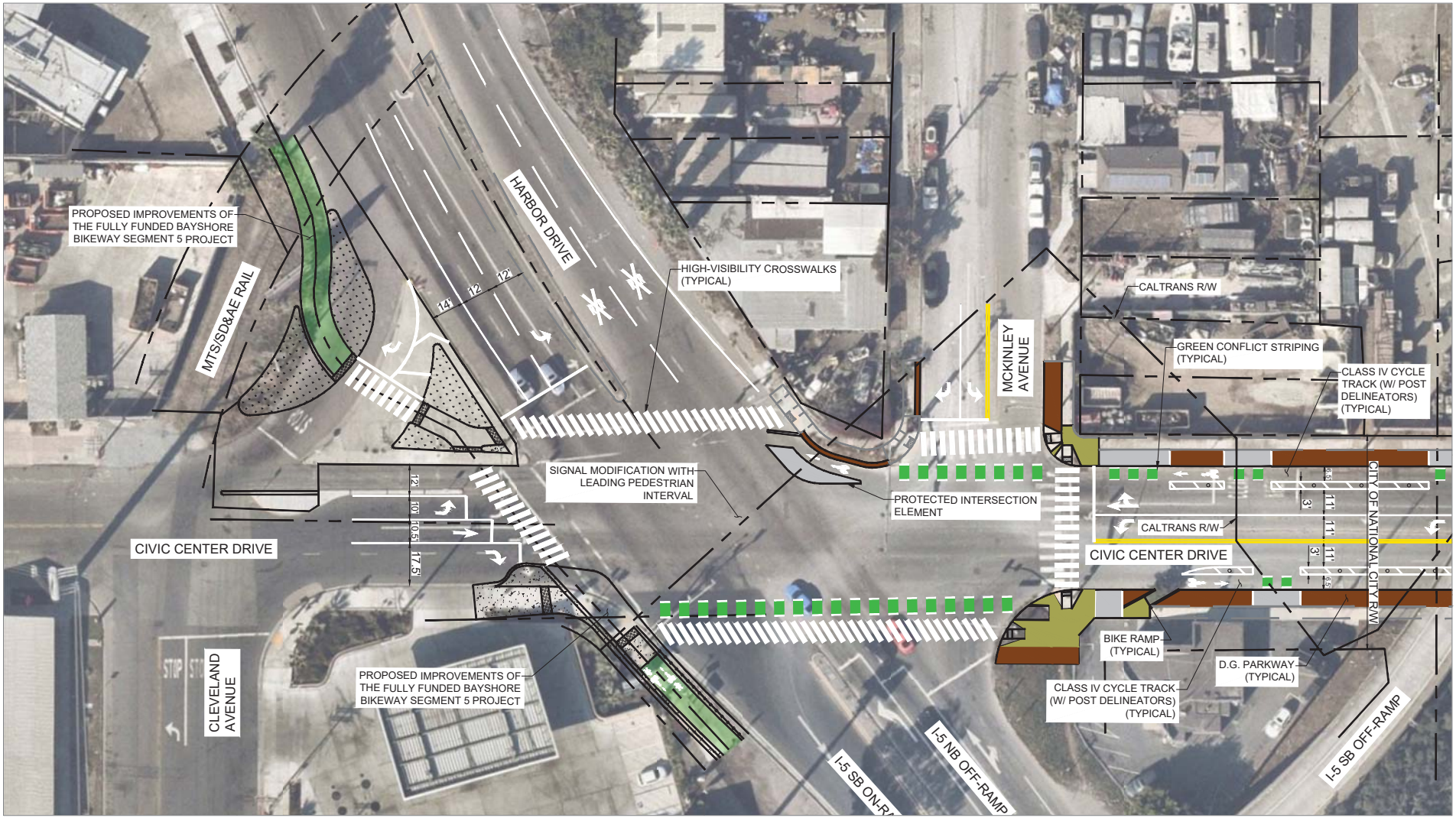
CAPUZZI CONSULTING GROUP

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

0 80' 160'

SCALE 1:80

CITY OF NATIONAL CITY
Civic Center Drive
Bicycle Connections
SHEET 1 OF 3



CAPUZZI CONSULTING GROUP

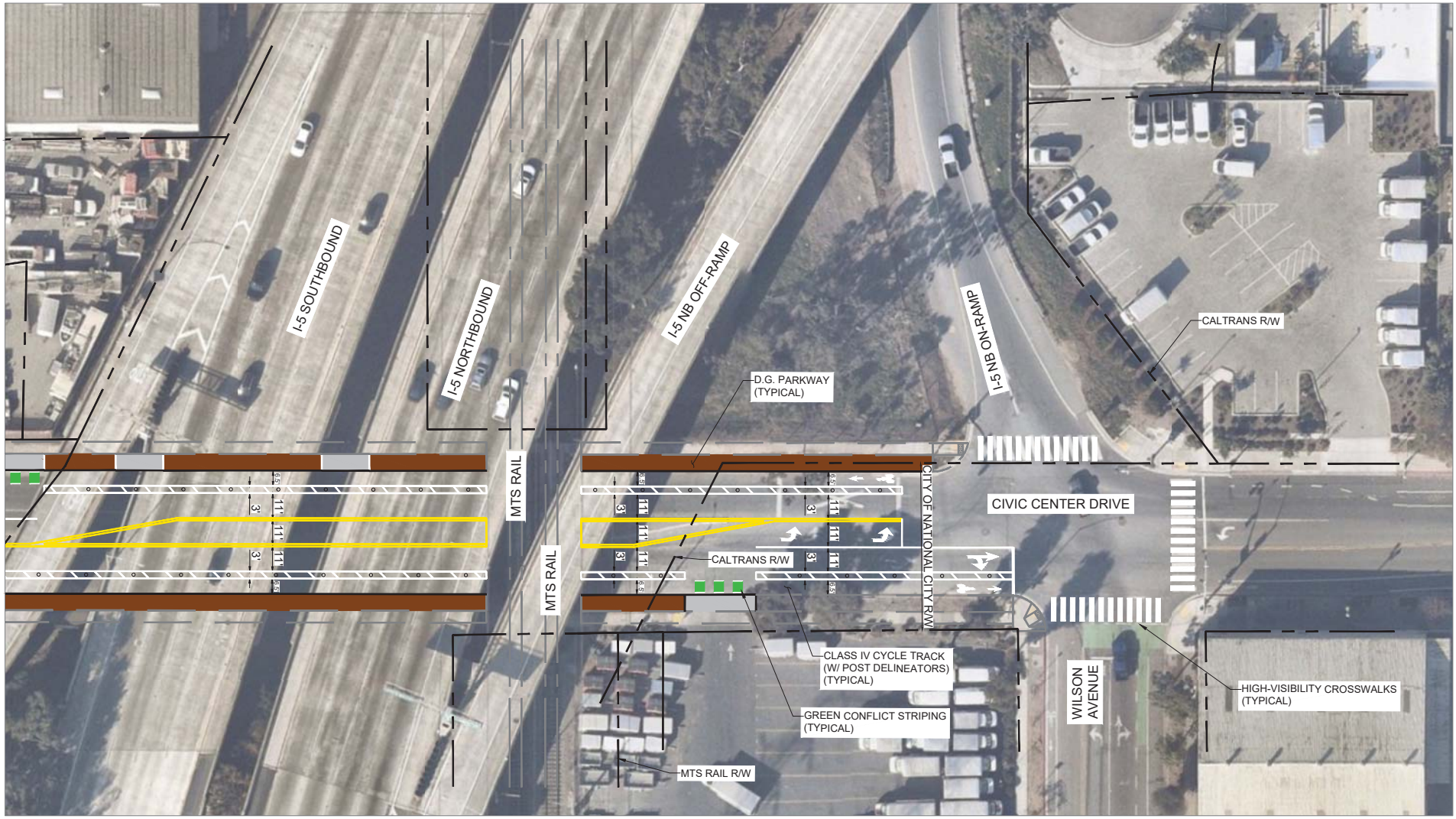
CALIFORNIA NATIONAL CITY 1887 INCORPORATED

0 40' 80'

SCALE 1:40

CITY OF NATIONAL CITY

Civic Center Drive
Bicycle Connections
SHEET 2 OF 3



CAPUZZI CONSULTING GROUP

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

0 40' 80'

SCALE 1:40

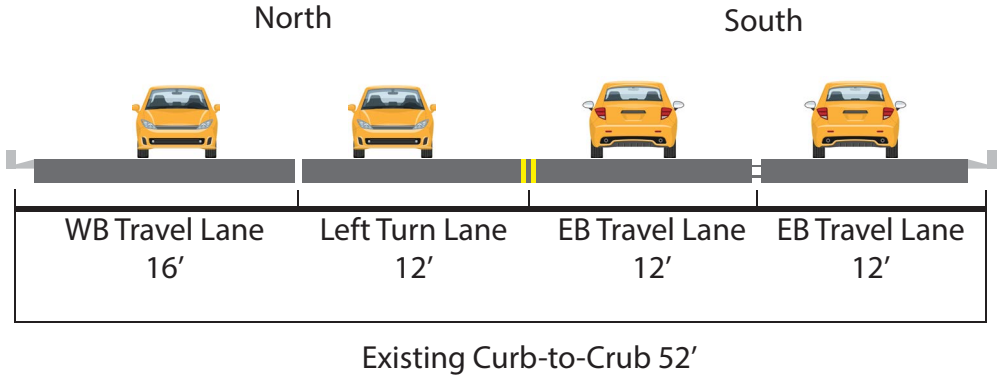
CITY OF NATIONAL CITY

Civic Center Drive
Bicycle Connections
SHEET 3 OF 3

Typical Cross Section

Civic Center Drive - Harbor Drive to Wilson Avenue

Existing Cross Section



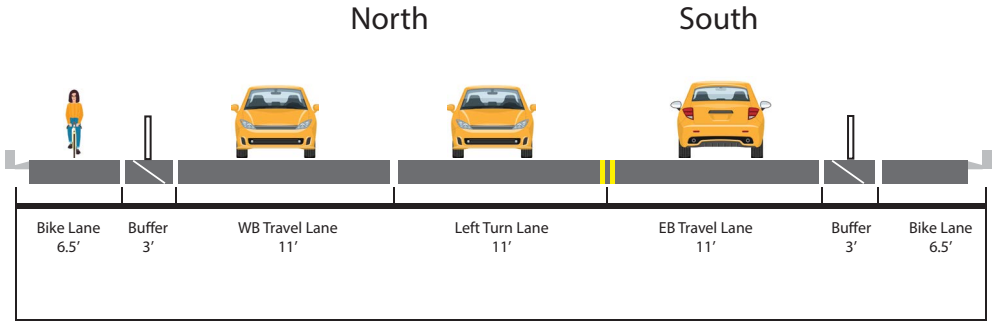
Existing Curb-to-Crub 52′

NOTE: ALL PROPOSED WORK WITHIN CITY OR CALTRANS RIGHT-OF-WAY



Existing Conditions (Looking West)
Source: Google Earth [2023]

Proposed Cross Section



Proposed Curb-to-Curb 52′



Existing Conditions (Looking East)
Source: Google Earth [2023]

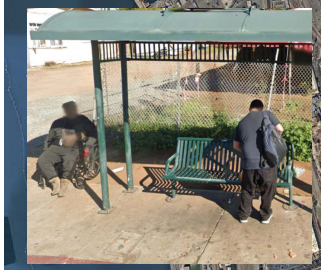
7) Highland Avenue Mobility Mini-Hubs



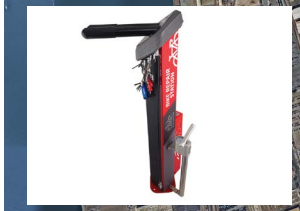
Bus Stop Bulb-Outs



Install Shelters, Benches, and Trash Cans at Bus Stops



Rearward Expanded Sidewalks for ADA Compliance



Deluxe Public Bicycle Repair Stand



Wifi Connectivity



Upgrade Crossings at Stop's Namesake Intersection



Bicycle Rack at Bus Stop



Lighting Within Bus Stop Shelter



Smart Beam Solar Charger

50167 (NB)
ETA Street
Division Street
99338 (NB)
E. 4th Street
99337 (NB)
E. 8th Street
12137 (SB)
E. Plaza Blvd
50031 (EB)
12519 (NB)
E. 12th Street
E. 13th Street
12138 (SB)
E. 14th Street
11730 (SB)
12873 (NB)
99286 (WB)
E. 18th Street
11733 (SB)
E. 21st Street
99315 (EB)
E. 24th Street
12887 (NB)
12884 (NB)
50062 (SB)
E. 28th Street
E. 30th Street
50037 (NB)
11742 (SB)
12532 (NB)
INTERSTATE CALIFORNIA 805

Project Corridor
Existing Bus Stops w/ Recommended Upgrades
(Dir) Bus Stop ID# (Travel Directions)

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE FILING OF SEVEN APPLICATIONS FOR SMART GROWTH INCENTIVE PROGRAM GRANT FUNDS FROM THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT.

WHEREAS, up to $45 million of *TransNet* funding for Smart Growth Incentive Program ("SGIP") projects is available to local jurisdictions and the County of San Diego through the SGIP; and

WHEREAS, the City of National City wishes to receive grant funding from the San Diego Association of Governments ("SANDAG"); and

WHEREAS, the City of National City certifies that it has an adopted Climate Action Plan ("CAP") or Greenhouse Gas ("GHG") reduction plan that includes all of the following items:

- Establishes a locally appropriate 2030 GHG reduction target for communitywide GHG emissions derived from the State's legislative target for 2030 (as established by SB 32 or as amended by future legislation) and establishes long-term targets;
- Quantifies, using substantial evidence, how local GHG reduction strategies, programs, and measures would meet or exceed the local GHG reduction target; and
- Establishes a mechanism to monitor the plan's progress toward achieving the target, including reporting data to SANDAG and a requirement to amend the plan if it is not achieving adopted goals.

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 staff to submit grant applications for the following Projects to SANDAG, which are referred to as:

- National City Downtown Specific Plan Update
- National City Housing Supportive Infrastructure Assessment
- National City Climate Action Plan Implementation and Monitoring Program
- National City Boulevard Smart Growth Revitalization
- 16th and 18th Street Community Corridors
- Civic Center Drive Bicycle Connections
- Highland Avenue Mobility Mini-Hubs

Section 2: That if a grant award is made by SANDAG to fund one or more of these projects, the City of National City commits to providing the matching fund amounts per project as listed in the grant application(s).

Section 3: That if a grant award is made by SANDAG, the City of National City authorizes the City Manager or designee to accept the grant funds, execute the grant agreement(s) with no exceptions in substantially the same form as provided with the call for projects, and complete the Project(s).

Section 4: That the City of National City understands and agrees that SANDAG shall have no liability for costs that may arise associated with the Project(s), which are not included in the grant agreement(s), including but not limited to costs stemming from claims, litigation, changes in law, or force majeure events.

Section 5: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 1st day of April, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Walter Amedee, Emergency Manager**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
First Amendment of On Duty Health Agreement

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Ratifying the Expenditure of $49,398 for Services Provided by On Duty Health, LLC, in Fiscal Year 2024 and Approving and Authorizing the Mayor to Execute the First Amendment to the Agreement by and Between the City of National City and On Duty Health, LLC".

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City of National City previously entered into an agreement with On Duty Health, LLC, on July 1, 2022, for annual firefighter physical and fitness assessments. On Duty Health, LLC, is a specialized on-site occupational health provider with expertise in firefighter health. The City engaged the contractor to conduct annual firefighter physical and fitness assessments to ensure compliance with industry standards and maintain the health and safety of its fire personnel.

The original agreement was structured with an initial term from July 1, 2022, through June 30, 2027, with a not-to-exceed amount of $41,115.00 with an option to extend the term for three (3) one-year term extensions. In FY 2024, the city was invoiced $49,398.00 by On Duty Health, LLC for annual firefighter physical and fitness assessments, which exceeded the not-to-exceed amount of $41,115.00 by $8,283.00. The City Council is requested to ratify the FY 2024 expenditure, which has already been processed by the City.

The leading contributors to firefighter mortality include heart disease, suicide, and job-related cancer. The contractor has proposed addressing these issues proactively, particularly job-related cancer, by incorporating a cancer screening into the annual assessments at an additional cost of $739.00 per firefighter.

Due to the increased scope of services, additional funding is required to continue providing these essential assessments, including the newly added cancer screenings. The proposed amendment increases the not-to-exceed amount by $80,000 for a new total not-to-exceed amount of $121,115.00. This increase accounts for the inclusion of cancer screenings within the firefighter physical and fitness assessments as well as providing additional funding for additional firefighter annual exams. Additionally, the intent of the original agreement was for the not-to-exceed amount to be an annual cost. Therefore, the amendment proposes to address this by amending the total not-to-exceed amount to an annual not-to-exceed amount of $121,115.00.

All other terms and conditions of the original agreement remain unchanged. This amendment ensures that firefighter health assessments can continue uninterrupted while also addressing critical health risks through enhanced screening measures.

Staff recommends that the City Council approve the First Amendment to the Agreement with On Duty Health, LLC, increasing the not-to-exceed amount by $80,000 for a new total annual not-to-exceed amount of $121,115.00 to continue firefighter physical and fitness assessments and include cancer screenings.

FINANCIAL STATEMENT:
If approved the First Amendment to the Agreement will increase the original not-to-exceed amount of $41,115 to an annual not-to-exceed amount of $121,115.00. Actual yearly expenditures will depend upon the assessments performed and the number of individuals undergoing the assessments. Expenditures will be recorded in General Fund account no. 100-70-22-22100-7205- Medical Services (Fire Department).

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Resolution
Exhibit B – First Amendment to Agreement – On Duty Health, LLC
Exhibit C – Agreement with On Duty Health, LLC

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING THE EXPENDITURE OF $49,398 FOR SERVICES PROVIDED BY ON DUTY HEALTH, LLC, IN FISCAL YEAR 2024 AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND ON DUTY HEALTH, LLC

WHEREAS, on July 1, 2022, the City of National City ("CITY") and On Duty Health, LLC ("CONTRACTOR") entered into an agreement entitled "Agreement by and between the City of National City and On Duty Health, LLC"; and

WHEREAS, the CONTRACTOR is a specialized on-site occupational health provider with expertise in firefighter health; and

WHEREAS, the CITY has engaged the CONTRACTOR to conduct annual firefighter physical and fitness assessments to ensure compliance with industry standards and maintain the health and safety of its fire personnel since July 1, 2022, through June 30, 2027; and

WHEREAS, the original agreement was structured with an initial term from July 1, 2022, through June 30, 2027, with a not-to-exceed amount of $41,115.00 with an option to extend the agreement for three additional one-year terms; and

WHEREAS, in FY 2024, the City was invoiced $49,398.00 by On Duty Health, LLC, for annual firefighter physical and fitness assessments, which exceeded the not-to-exceed amount of $41,115.00 by $8,283.00; and

WHEREAS, the City Council is requested to ratify the FY 2024 expenditure, which has already been processed; and

WHEREAS, the leading contributors to firefighter mortality include heart disease, suicide, and job-related cancer; and

WHEREAS, the CONTRACTOR has proposed addressing these issues proactively, particularly job-related cancer, by incorporating a cancer screening into the annual assessments at an additional cost of $739.00 per firefighter; and

WHEREAS, due to the increased scope of services, additional funding is required to continue providing these essential assessments, including the newly added cancer screenings; and

WHEREAS, the National City Fire Department (NCFD) believes that the CITY's interests are best served with the CONTRACTOR continuing to provide the firefighter physical and fitness assessments; and

WHEREAS, the Amendment proposes to increase the not-to-exceed amount by $80,000, for a new annual total not-to-exceed amount of $121,115.00, which will include cancer screenings with the annual firefighter physical and fitness assessments.

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 expenditure of $49,398.00 in FY 2024 for annual firefighter physical and fitness assessments, which exceeded the not-to-exceed contract amount of $41,115.00 by $8,283.00.

Section 2: That the City Council hereby authorizes the Mayor to execute the First Amendment to the Agreement with On Duty Health, LLC, increasing the annual not-to-exceed amount by $80,000, for a new annual total not-to-exceed amount of $121,115.00 to include cancer screenings with the firefighter annual physical and fitness assessments.

Section 3: 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 1st day of April, 2025.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ON DUTY HEALTH, LLC

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into on this 21st day of January 2025 by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and ON DUTY HEALTH, LLC a corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY entered into an Agreement with the CONTRACTOR for the term of July 1, 2022, through June 30, 2027. (the "Agreement"), wherein the CONTRACTOR agreed to provide annual Firefighter Physical/Fitness Assessments for a not-to-exceed amount of $41,115.00, with the option to extend the term for three (3) one-year term extensions; and

WHEREAS, the leading contributors to firefighter mortality include heart disease, suicide and job-related cancer. The CONTRACTOR proposes to address these issues in a proactive manner, especially job-related cancer, by offering a cancer screening with the annual Firefighter Physical/Fitness Assessment for an additional $739.00 per person; and

WHEREAS, the parties desire to amend the Agreement to increase the not-to-exceed amount by $80,000 for a new total annual not-to-exceed amount of $121,115.00.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The July 1, 2022 Agreement is hereby amended to increase the not-to-exceed amount by $80,000 for a new total annual not-to-exceed amount of $121,115.00.

2. The parties further agree that, with the foregoing exception, each and every other term and provision of the July 1, 2022 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____

Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____

Barry J. Schultz,
City Attorney

ON DUTY HEALTH, LLC

(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)

Greg Batla
(Print)

CEO
(Title)

By: [redacted]
(Name)

Kristin Batla
(Print)

Chief, Medical Officer
(Title)

AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ON DUTY HEALTH, LLC

THIS AGREEMENT is entered into on this 1st day of July, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and ON DUTY HEALTH, LLC, a corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide annual Firefighter Physical/Fitness Assessments based on each member's essential job functions as set forth in their applicable job description. "Fitness Assessment," as defined by the National Fire Protection Association, includes a medical history evaluation, hands-on physical exam, blood analysis, urinalysis, vision testing, audiometry testing, pulmonary function testing, treadmill stress test with 12 lead EKG, cancer screening elements, in substantial compliance with NFPA 1582, NFPA 1583, and WFI (Wellness Fitness Initiative) standards.

WHEREAS, the CITY has determined that the CONTRACTOR is an on-site occupational health provider specializing in firefighter health and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide annual firefighter health and fitness assessments, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2022. The duration of this Agreement is for the period of five years through June 30, 2027. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

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

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Battalion Chief Brian Krepps hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Chief Medical Officer Kristin Batla thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed $41,115.00. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

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

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

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

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

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

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

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

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of

its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

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

12. **STANDARD OF CARE.**

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

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

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

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

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

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

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

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

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

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

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

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

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

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

C. **Commercial General Liability Insurance**, with minimum limits of either $2,000,000 per occurrence and $4,000,000 aggregate, or $1,000,000 per occurrence and $2,000,000 aggregate with a $2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

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

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

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

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

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

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

J. All deductibles and self-insured retentions in excess of $10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance

requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

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

20. **TERMINATION.**

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

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

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

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

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

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express

or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Brian Krepps
Battalion Chief
Fire Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONTRACTOR:
Kristin Batla
Chief Medical Officer
On Duty Health, LLC
1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92374

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

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

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NATIONAL CITY

By: [redacted]

Brad Raulston, City Manager

ON DUTY HEALTH, LLC

By: [redacted]

Greg Batla, CEO

APPROVED AS TO FORM:

By: [redacted]

Barry J. Schultz

City Attorney

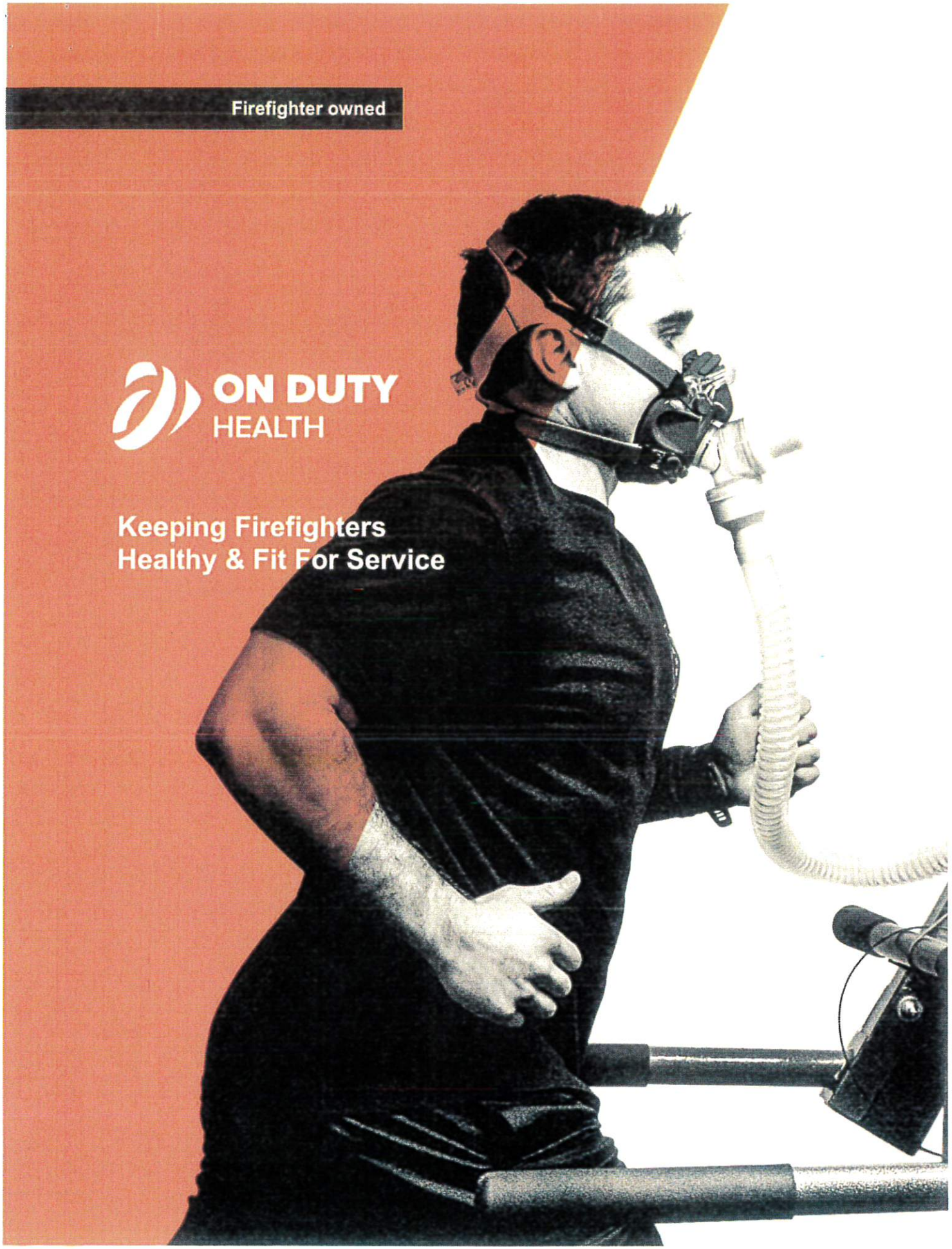
By: [redacted]

Kristin Batla, Chief Medical Officer

Firefighter owned

ON DUTY
HEALTH

Keeping Firefighters
Healthy & Fit For Service



ON DUTY HEALTH

Keeping Firefighters Healthy & Fit For Service

Proposal for

National City, CA Fire Department

NFPA-1582 Firefighter Health and Fitness Assessments

On-site Occupational Health Providers Specialized in Firefighter Health

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Prepared For

Brian Krepps, Battalion Chief

Proposed On

7-15-2022

On Duty Health
First Responder Health

1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92374

512.655.3578
info@onduty.health

Dear Chief Krepps,

Thank you for your proposal request from On Duty Health regarding your upcoming annual firefighter health & fitness assessments. We take very seriously the high calling that it is to serve this critical population. And we're confident that we'll provide you with expert health assessments as well as excellent customer service.

Included in this proposal, you'll find the outline of services we offer, including a full NFPA 1582, 1583 and WFI compliant annual assessment at your department. This includes a full body ultrasound screening, comprehensive labs, a maximal 12-lead EKG treadmill stress test (WFI protocol), TRUE VO2 Max testing, vision and audiometry testing, muscular strength and endurance testing, in-depth behavioral health assessment, and more.

Our medical record system is fully electronic, meaning that each of your members will always have a secure online portal through which they can track their health results year to year. And, we provide administration with a department-wide analytics dashboard to help inform your decisions on where to implement health improvement plans, with our guidance.

We also hope to partner with you to offer continuing services such as return-to-duty assessments, new hire assessments, health education seminars, behavioral health support, nutrition counseling and fitness training. Consider us your one-stop-shop for all your fire health needs.

Our Co-owner and Chief Operating Officer is a Fire Chief with 25+ years in the industry, bringing a firefighter-tailored experience and perspective to everything we do. We practice evidence-based medicine, following current peer-reviewed research, offering novel cancer screening tools such as the Galleri Multi-Cancer Detection Blood Test and Low Dose CT. Our physicians are board certified in cardiology, radiology, dermatology, general and preventative medicine. And our team of Physician Assistants, Nurse Practitioners, Ultrasound Technicians, Exercise Physiologists, Counselors, Nutritionists, Personal Trainers and Phlebotomists are all specifically trained in firefighter occupational health.

Again, thank you for your request. I'm hopeful that we'll be working together soon to help keep your firefighters healthy and fit for service. And please don't hesitate to call or email us if you have any questions.



Warm regards,

[redacted]

Kristin Batla, PA-C
Chief Medical Officer, Co-owner
On Duty Health

Highlights

- Full NFPA 1582, 1583, and WFI compliant annual assessment at your department.
- Full body ultrasound screening, including Radiology followup for abnormal findings
- Maximal 12-lead EKG treadmill stress test (WFI protocol), including Cardiology followup for abnormal findings
- TRUE VO2 Max testing
- Comprehensive labs and urinalysis
- Vision and audiometry testing
- Muscular strength and endurance testing
- In-depth behavioral health assessments
- Return-to-duty assessments
- New hire assessments
- Health education seminars
- Behavioral health support
- Nutrition counseling
- Fitness training

Company Profile



On Duty Health is a female and firefighter owned, physician-led, customer-service-centered healthcare company specifically specialized in mobile firefighter health. We serve over 3,300 first responders in 67 cities across California & Texas with our comprehensive annual health and fitness assessments.

This company was founded specifically to improve health outcomes for firefighters; a highly at-risk population. These risks include:

Cancers (NIOSH)

- 9% higher risk of being diagnosed with cancer
- 14% higher risk of dying from cancer



- Significantly higher risk for specific types of cancer

Cardiac Deaths (NFPA)

40-50% of annual duty-related fatalities

Behavioral Health Issues (IAFF)

19% experienced suicidal thoughts

27% struggled with substance abuse

65% suffer from PTSD

80% said asking for help would make them seem "weak"

With the above statistics in mind, our system has been designed to identify life threatening issues early so a firefighter may have the best chance at not only

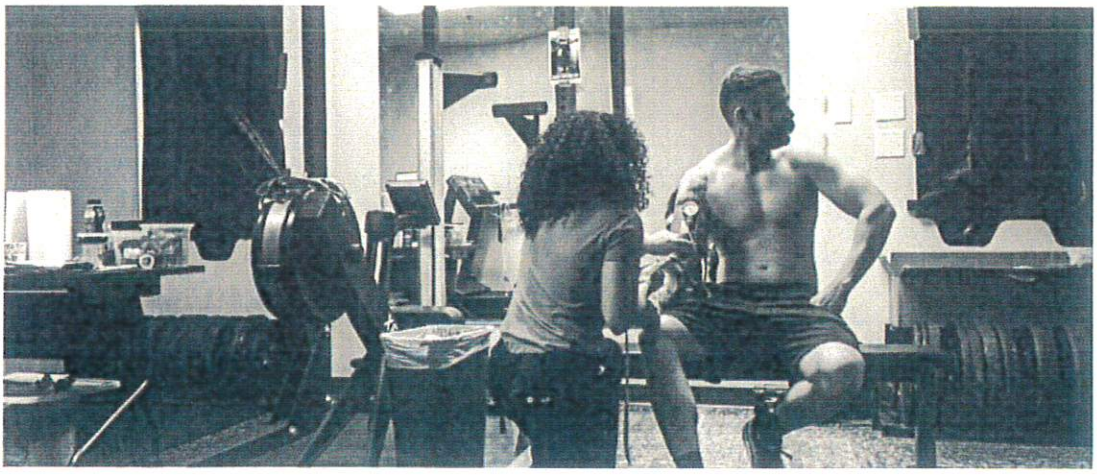
surviving, but thriving well into retirement. We are fully NFPA-compliant, but go well beyond the NFPA standards by incorporating recommendations from IAFF & IAFC, US Preventative Services Task Force, CDC, National Institute for Occupational Safety and Health, American College of Cardiology, American Heart Association, American College of Sports Medicine, OSHA, and the research and experience of our own health team.

Proposal

Annual Firefighter Health & Fitness Assessments

Description	Crew	Unit Price	Pricing
Standard NFPA-1582 / WFI Assessment	43	$749	$32,207.00
Comprehensive Labs & Urinalysis			Included
Full Physical Assessment w/ Vision & Hearing			Included
Maximal 12-lead EKG Treadmill Stress Test w/Cardiology followup when indicated			Included
TRUE VO2 Max Testing			Included
Muscular Endurance and Strength Analysis			Included
Ultrasound Enhanced Cancer Screening w/ Radiology followup when indicated			Included
Behavioral Health Assessment			Included
Cancer marker screening (CEA, CA 19-9, AFP, Amylase, Lipase)	43	$99	$4,257.00
Testosterone Levels Testing	42	$49	$2,058.00
Cancer antigen 15-3 (CA 15-3) [breast cancer]	1	$99	$99.00
Mobile Phlebotomy	43	$29	$1,247.00
Cardiology/Radiology Followup Contingency	43	$29	$1,247.00
***Total**			**$41,115.00**

A breakdown of the above items is provided on the next page, including additional services offered and pricing.



Breakdown of Services

Item	Description	Pricing
Comprehensive Labs	Mobile Phlebotomy (On-site draw fee. If all patients visit LabCorp directly for their draws, this fee will not be charged)	$29
	Urinalysis	Included
	CBC (Complete Blood Count w/differential)	Included
	CMP (Comprehensive Metabolic Panel)	Included
	Lipid Panel with LDL/HDL Ratio	Included
	A1C (Glucose/Hemoglobin Diabetes Test)	Included
	TSH (Thyroid Stimulating Hormone)	Included
	PSA (Prostate Specific Antigen - Men) [included over 40]	Included
	FIT (Fecal Occult Blood Colorectal Cancer Screening) [included over 40]	Included
Physical Assessment	Comprehensive Physical	Included
	Vital Signs	Included
	Vision Test & Audiometry Exam	Included
	Skin Cancer Assessment	Included
	Personal Consult with Review of Results	Included
	Personalized Health Plan with Nutrition & Exercise Recommendations	Included
	Behavioral Health Assessment with Questionnaires & Oral Examination	Included
Fitness Assessment	Pulmonary Function Test (Spirometry)	Included
	Resting EKG	Included
	Maximal 12-Lead EKG Treadmill Stress Test using WFI Protocol. Includes Cardiology followup read when indicated	Included
	TRUE VO2 Max Testing	Included
	Metabolic Analysis w/ Body Composition	Included
	Muscular Strength, Endurance & Flexibility Evaluation	Included
Ultrasound Enhanced Cancer Screening	Includes ultrasound imaging of the heart with function, aorta & aortic valves, carotid arteries, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), breast (women), testicular and prostate (men). Includes Radiology followup read when indicated	Included

Additional Services Available

Item	Description	Pricing
Cancer Labs	Galleri Multi-Cancer Early Detection Blood Test (50+ cancers)	$719
	Cancer marker screening (CEA, CA 19-9, AFP, Amylase, Lipase)	$99
	CA-125 (ovarian cancer screening - women)	$59
	Cancer antigen 15-3 (CA 15-3) [breast cancer]	$99
Other Labs	COVID-19 Antibody Testing	$99
	Hepatitis A, B and C Test (Acute Hepatitis Panel)	$49
	QuantiFERON Gold TB (Blood test)	$89
	Medical Professionals Urine Drug Screen	$99
	Nicotine Screening (Urine)	$49
	HIV testing	$49
	Heavy Metals Profile I, Blood (arsenic, lead, mercury)	$129
	Heavy Metals Profile II, Blood (arsenic, cadmium, lead, mercury)	$159
	Cholinesterase (HazMat) testing	$59
	Testosterone levels	$49
Radiology	Chest X-ray: Reviewed by radiologist	$129
New Hire & Return to Duty	Available on an ongoing basis with regional scheduling (Send member to us at a nearby agency). Same pricing as full assessment.	Standard
Mental Health Support	Each health assessment comes standard with a written and oral behavioral health assessment, designed for firefighters. For continued support, we use counselors & therapists that are specifically trained to meet the needs of your firefighter with PTSD support and more. Can be offered on-site or through tele-medicine.	Variable Pricing
Personal Training	Our certified personal trainer can build individual or group packages to improve health outcomes through customized workout routines and demonstrations	Variable Pricing
Nutrition Counseling	Each health assessment comes standard with nutrition recommendations. However, our licensed nutritionist can build individual or group packages to work with your members for guidance in meal planning, shopping, cooking, and more for enhanced health outcomes.	Variable Pricing

Intent to Enlist Services

If you agree with the above proposal and base pricing, **please sign and date below indicating your intent to enlist our services.**

Signatures:

"Customer": National City, CA Fire Department

_____
Customer Signature

_____
Print Name

_____
Print Title

_____
Date

[redacted]

_____
Kristin Batla, PA-C
Chief Medical Officer
"Company": On Duty Health

7-15-2022

_____
Date

Master Terms & Conditions

These Master Terms and Conditions ("MTC") govern all use of the Services from On Duty Health ("Company") by the "Customer", as defined in the Proposal/Purchase Order (collectively the "Parties" and individually a "Party").

1. Services. The Company shall provide the Customer's employees with certain services ("Services"). Services consist of an annual Firefighter Physical/Fitness Assessment based on each member's essential job functions as set forth in their applicable job description. "Fitness Assessment," as defined by the National Fire Protection Association, includes a medical history evaluation, hands-on physical exam, blood analysis, urinalysis, vision testing, audiometry testing, pulmonary function testing, treadmill stress test with 12 lead EKG, cancer screening elements, in substantial compliance with NFPA 1582, NFPA 1583, and WFI (Wellness Fitness Initiative) standards.

2. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed.

3. **Modification and Cancellation of Purchase Order. The Customer may cancel or modify the Purchase Order, in whole or in part, without penalty prior to six (6) weeks out from the date set for receiving the Services. After this point, the Customer may not modify or cancel the Purchase Order and shall be responsible for the fees for all Services described in the Purchase Order. If Customer has an Employee(s) who will miss the assessments due to sickness or other reasons, the Customer will hold a "credit" for that Employee, and may work with Company to schedule them for their assessments at another time and place. This credit will remain valid for two hundred (200) days from the start date of the current series of assessments.**

4. Employee List & Schedule. At least four (4) weeks before the Company performs the Services, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the "Roster Template" provided by the Company). At least two (2) weeks before the Company performs the Services, the Customer shall provide the Company with a Schedule of which Employees will be seen at what date and time (based off of the "Schedule Template" provided by the Company).

5. Equipment. The Company agrees to provide all equipment and supplies necessary for the assessments, **EXCEPT for a treadmill**. The Customer agrees to provide a

properly functioning treadmill (with variable speed and variable incline) and adequate space for the assessments to be conducted. 3 separate, private rooms is preferred. A reliable WiFi connection and log-on information is required.

6. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer. Other departments shall agree to hold harmless the hosting department (The Customer) should any issue occur, such as an injury incurred by the visiting member. Likewise, The Customer shall agree to hold harmless a hosting department if a member visits another department for a similar reason. Furthermore, On Duty Health agrees to hold harmless the hosting department for any issue that may occur from the visiting member.

7. Expected Price Increases. The pricing listed in the proposal is valid for thirty (30) days from the date listed on the cover sheet. Due to inflation, please expect a ~5% price increase each year (as per the Medical Price Index average), unless signing a multiyear contract.

8. Limitation of Liability. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (UNLESS WITHOUT LIMITATION NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

   FURTHER, EXCEPT AS PROHIBITED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF COMPANY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO THE CUSTOMER AND ANY OTHER THIRD PARTIES FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS MTC, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, SHALL NOT EXCEED: THE FEES PAID BY THE CUSTOMER TO THE COMPANY FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE BREACH FOR WHICH THE DAMAGES ARE CLAIMED.

9. Notice. All notices hereunder must be in writing to the other Party. If to the Company, the notice shall be sent to:

Greg Batla
Chief Executive Officer
1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92374
greg@onduty.health

10. Amendments. No amendment to, modification of, or termination of this MTC will be effective unless it is in writing and signed by the Parties.

11. Force Majeure. The Company shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this MTC, for any failure or delay in fulfilling or performing any term of this MTC when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

12. Agreement. In signing the Proposal/Purchase Order above, you agree to the entirety of terms and conditions set forth in this Master Terms And Conditions agreement.

More Information

If you'd like to hear more about our system and how we're leading the way in firefighter health, check out this video presentation from our CEO, Greg Batla:



Online

www.onduty.health

Contact

512.655.3578
info@onduty.health

1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92374





Follow Us

@ondutyhealth

NATIONAL CITY FIRE DEPARTMENT ACCOUNT EXPENDITURE AUTHORIZATION

TO BE COMPLETED BY PERSON REQUESTING PURCHASE: ADMIN USE ONLY:

ITEM/SERVICE REQUESTED *Use cost breakdown	Wellness exams for fire department staff	LOG #	
		DATE	
		REQ #	
EST. EXPENSE	$41,115.00	DATE	
JUSTIFICATION FOR PURCHASE	Annual wellness physicals for fire	P.O. #	
		DATE	
		AMT ENC	$
ACCT #	001-412-125-205-0000	ACCT #	
REQUESTED BY	BC Krepps	M.O.P. #	
DATE	9/14/2022	PETTY CASH	$
		R.F.W.	$
VENDOR NAME:	On Duty Health	DATE	
ADDRESS:	1752 E Lugonia Ave, STE 117-4949	DATE PD/FIRE	
	Redlands, CA 92374	AMOUNT	$
ATTENTION:	Greg Batla	INVOICE #	
PHONE/Cell #:	*o. (512) 655-3578*	INVOICE #	
Email Address:	www.onduty.health	DATE PD/FINANCE	
FAX #:		WARRANT #	
		CHECK AMOUNT	$
VENDOR #		USE TAX	$
		TOTAL PAYMENT	$

AUTHORIZATIONS:

IMMED. SUPV.		
COMMENTS	DATE:	
BATT. CHIEF	BC Krepps	
COMMENTS	DATE:	9/14/2022
ACCT. MGR.		
COMMENTS	DATE:	

** COST BREAKDOWN:*

QUANTITY	ITEM	PRICE	EXTENSION
	Wellness exams for fire personnel	$41,115	41,115.00
			0.00
			0.00
			0.00
Ordering Information:		Sub-total:	41,115.00
		Sales Tax:	
		Shipping/Handling:	0.00
		TOTAL	41,115.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

License#: BR-724491

CONTACT NAME: Client Service Team
PHONE (A/C, No, Ext): 833-391-6524 FAX (A/C, No): 725-735-3800
E-MAIL ADDRESS: select_certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Employers Preferred Insurance Company	10346
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ON DUTY HEALTH – TEXAS, PLLC
2028 East Ben White Boulevard Ste 240A
Austin TX 78704

ONDUTYH-01

COVERAGES **CERTIFICATE NUMBER:** 1595936298 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS2364292113	1/11/2022	1/11/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			EIG4929978-00	2/10/2022	2/10/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Employment Practices Liability			BKS2364292113	1/11/2022	1/11/2023	Ea Claim/Aggregate	25,000/25,000
A	Data Compromise			BKS2364292113	1/11/2022	1/11/2023	Response Expense	100,000
							Defense & Liability	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of National City, CA
1243 National City Blvd
National City CA 91950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[redacted]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11-17-2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018	PHONE (A/C, No, Ext): 800-962-7132	FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Company	24082
INSURED	INSURER B : The Ohio Casualty Insurance Company	24074
On Duty Health - Texas, Pllc 2028 E Ben White Blvd Ste 240a Austin TX 78741	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 0407421936 **REVISION NUMBER:** 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC OTHER:		X	BKS64292113	01-11-2023	01-11-2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 1,000,000.00 $ 15,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000.00			USO64292113	01-11-2023	01-11-2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000.00 $ 2,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[redacted] Curtis Luken

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Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

PROGRESSIVE COMMERCIAL

RECEIVED
JAN 30 2023
CITY OF NATIONAL CITY
FIRE DEPARTMENT

Policy number: 964420294
Underwritten by:
Progressive County Mutual Ins Co
NAIC Number: 29203
January 26, 2023

Certificate of Insurance

Certificate Holder

City of National City Risk Manager
1243 National City Blvd
National City, CA 91950

Insured

On Duty Health, LLC
2028 E BEN WHITE BLVD, STE 240-4949
AUSTIN, TX 78741

Agent

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Dec 21, 2022 Policy Expiration Date: Dec 21, 2023

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	$1,000,000 Combined Single Limit
Uninsured Motorist Property Damage	(included in combined single limit w/$250 Ded)
Blanket Additional Insured	
Blanket Waiver of Subrogation	

Description of Location/Vehicles/Special Items

Scheduled autos only

2020 FORD TRANSIT CONNECT NM0LS6E29L1463951

Personal Injury Protection	$25,000
Comprehensive	$500 Ded
Collision	$500 Ded
Rental Reimbursement	$30 Per Day ($900 Max)

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

Form 5241 (05/16)

y Health, PLLC
Ben White Blvd, STE 240-4949
...l, TX 78741 US
+1 5126553578
info@onduty.health
www.onduty.health

RECEIVED
JAN 26 2023
CITY OF NATIONAL CITY
FIRE DEPARTMENT

ON DUTY HEALTH

BILL TO
Battalion Chief Brian Krepps
National City, CA Fire

INVOICE 1255

DATE 01/17/2023 **TERMS** Net 30

DUE DATE 02/16/2023

DATE		DESCRIPTION	QTY	RATE	AMOUNT
01/09/2023	**Standard NFPA-1582 Health Assessment**	Labs, physical, cardiopulmonary assessment with VO2 Max testing, fitness analysis, ultrasound screening, behavioral health assessment.	40	749.00	29,960.00
01/09/2023	**Enhanced Cancer Screening Panel**	Cancer marker screening (CEA, CA 19-9, AFP, Amylase, Lipase)	39	99.00	3,861.00
01/09/2023	**Testosterone Testing**		39	49.00	1,911.00
01/09/2023	**CA 15-3**	Breast Cancer Screening - Women	1	99.00	99.00
01/09/2023	**On Site Phlebotomy**	Sending phlebotomist on-site to perform draws and urinalysis	40	29.00	1,160.00
01/09/2023	**Followup Contingency**	Includes funding for radiology and cardiology followups, as needed, which average 5% across the organization.	40	29.00	1,160.00
01/09/2023	**PSA Lab Test**	Prostate Specific Antigen	19	19.00	361.00

Thank you for your business! Our preferred payment method is ACH transfer. Alternatively, you may mail a check, or pay us through Zelle at billing@onduty.health.
40 Assessments (4 Full Credits, 2 Partial Credits (excludes Labs)
39 Cancer Labs (4 Credits)
39 Testosterone (4 Credits)
Smith & Stiles Completed Labs, but not Assessments, they are the Partial Credits above.
19 PSA
Drew & Valenzuela did not Complete any Labs, so PSA was

nically added/used for them. 19 other males 40+ did
te it.
ale Cancer

TOTAL DUE	$38,512.00

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 1721 Wilson Avenue.

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 1721 Wilson Avenue."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
At their meeting on February 12, 2025, the Traffic Safety Committee unanimously approved the installation of a blue curb disabled persons parking space with signage in front of the residence located at 1721 Wilson Avenue.

EXPLANATION:
Mr. Ramon Pinedo, resident of 1721 Wilson Avenue, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled person placard from the California Department of Motor Vehicles.

Mrs. Maria Pinedo, daughter of Mr. Pinedo, stated that it is difficult for her father to access their home from the driveway located at the back of the house. He must open a manual gate, walk over 100 feet along the walkway, and then climb stairs to enter the house. Mrs. Pinedo mentioned that a designated blue curb parking space for disabled persons in front of the house would provide easier access for her father. Additionally, she noted that the auto repair shop adjacent to their property occupies most of the on-street parking, making it challenging for her father to find parking near the house.

Staff visited the site and confirmed that Mr. Pinedo has a driveway located behind his house. With Mrs. Maria Pinedo permission and supervision, staff measured the driveway. The driveway features a manual gate that is approximately 10 feet wide, and it measures about 20 feet long by 23 feet wide. The slope of the driveway is negligible. Based on these measurements, the driveway can accommodate a vehicle with a disabled driver or passenger. Additionally, the slope of Wilson Avenue in front of the residence is less than 2%.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking spaces. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.

2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is not met.

This item was presented to the Traffic Safety Committee (TSC) on February 12, 2025. Mrs. Maria Pinedo attended the meeting and spoke in support of establishing a blue curb disabled persons parking space. Initially, staff recommended denying the request, since the large driveway behind the house was sufficient to accommodate parking for a disabled person. During the meeting, Mrs. Pinedo explained that the gate providing access to their house is old and narrow, making it difficult to open, and she has no plans to replace it. She shared that years ago, her father used the back driveway to park their car, but his age now makes it challenging to do so. She also mentioned that her father has difficulty walking long distances. This makes it challenging for him to get from the back driveway to the front door, as he has to open a manual gate, walk over 100 feet along the walkway, and then climb stairs to enter the house. She highlighted their financial hardship, which prevents her from updating the gate, as well as the physical hardship due to her father's impaired mobility.

Based on Mrs. Pinedo's testimony, the TSC unanimously voted to approve the installation of a blue curb disabled persons parking space with sign in front of the residence at 1721 Wilson Avenue. Staff concurred with the TSC's recommendation.

The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:
The estimated cost to install the disabled persons parking space is approximately $300. Funding is available within the Public Works Streets Division 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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Location Map Showing Proposed Blue Curb Parking Spaces
Exhibit B – Location Map Showing Proposed and Existing Blue Curb Parking Spaces
Exhibit C – Staff Report to TSC
Exhibit D – Resolution

Exhibit A: Location Map Showing Proposed Blue Curb Parking Spaces

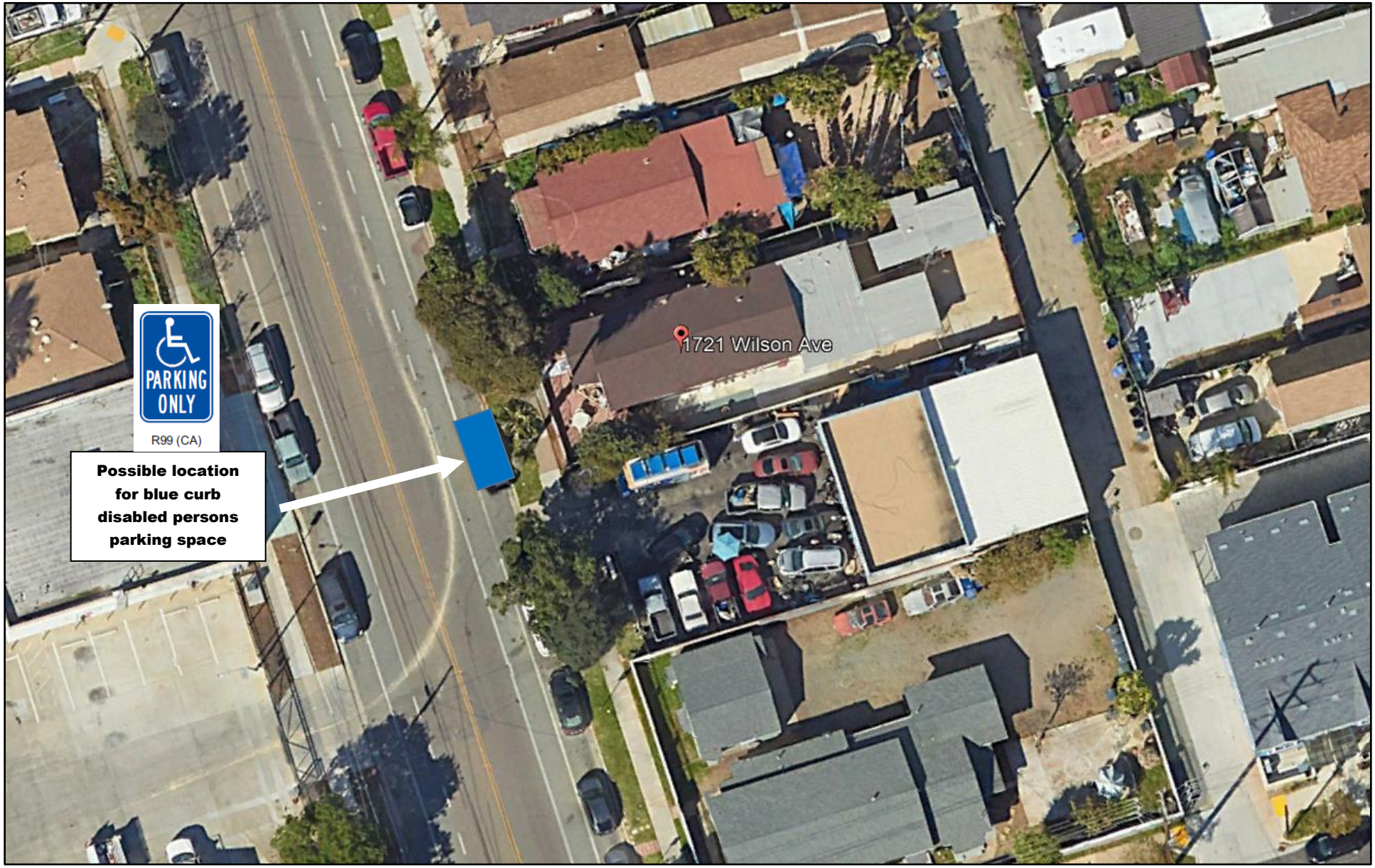


Exhibit B: Location Map Showing Existing and Proposed Blue Curb Parking Spaces



NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR FEBRUARY 12, 2025

ITEM NO. 2025-01

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE AT 1721 WILSON AVENUE**

PREPARED BY: Luca Zappiello, Associate Engineer - Civil

DISCUSSION:

Mr. Ramon Pinedo, resident of 1721 Wilson Avenue, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled person placard from the California Department of Motor Vehicles.

Mrs. Maria Pinedo, daughter of Mr. Pinedo, stated that it is difficult for her father to access their home from the driveway located at the back of the house. He must open a manual gate, walk approximately 100 feet along the walkway, and then climb stairs to enter the house. Mrs. Pinedo mentioned that a designated blue curb parking space for disabled persons in front of the house would provide easier access for her father. Additionally, she noted that the auto repair shop adjacent to their property occupies most of the on-street parking, making it challenging for her father to find parking near the house.

Staff visited the site and confirmed that Mr. Pinedo has a driveway located behind his house. With Mrs. Maria Pinedo permission and supervision, staff measured the driveway. The driveway features a manual gate that is approximately 10 feet wide, and it measures about 20 feet long by 23 feet wide. The slope of the driveway is negligible. Based on these measurements, the driveway can accommodate a vehicle with a disabled driver or passenger. Additionally, the slope of Wilson Avenue in front of the residence is less than 2%.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking spaces. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.

2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is not met.

It shall be noted that disabled persons parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since only two of the three conditions of the City’s Disabled persons parking zone requirements for Special Hardship Cases are met, staff does not recommend the installation of a blue curb disabled persons parking space with sign in front of the residence at 1721 Wilson Avenue.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Photos
4. National City Municipal Code Disabled Persons Parking

2025-01

Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: Ramon Pinedo

Name of Disabled Person (if different from above): _____

Address: 1721 Wilson Avenue

Email: [redacted] Phone Number: [redacted]

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?

   ■YES ☐NO

   If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?

   ☐YES ■NO

   If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?

   ☐YES ☐NO

3. Does your residence have a driveway?

   ☐YES ■NO

   If answered YES, please refer to the following questions:

   a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')?

      ☐YES ☐NO

   b. Is the driveway level?

      ☐YES ☐NO

   c. Is the driveway sloped/inclined?

      ☐YES ☐NO

Additional comments Currently there is no parking in front of my house due to the business next door. It is a mechanic shop and he takes up all the available street parking including the one in front of my home and in the back alley. Thank you for your consideration. I am [redacted] years old.

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov

DEPARTMENT OF MOTOR VEHICLES

DISABLED PERSON PLACARD IDENTIFICATION CARD/RECEIPT

PLACARD NUMBER: [redacted]

EXPIRES: 06/30/2025

DATE ISSUED: 02/18/2023

This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

TYPE: N1 **TV:** 92 **CO:** 37

DOB [redacted]

ISSUED TO

PINEDO RAMON HERRERA
1721 WILSON AVE

NATIONAL CITY CA 91950

Purchase of fuel (Business & Professions Code 13660):

- State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.

When your placard is properly displayed, you may park in or on:

- Disabled person parking spaces (blue zones)
- Street metered zones without paying.
- Green zones without restrictions to time limits.
- Streets where preferential parking privileges are given to residents and merchants.

You may not park in or on:

- Red, Yellow, White or Tow Away Zones.
- Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- Display a placard unless the disabled owner is being transported.
- Display a placard which has been cancelled or revoked.
- Loan your placard to anyone, including family members.

Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

Exhibit A: Location Map with Possible Enhancements (TSC Item: 2025-01)

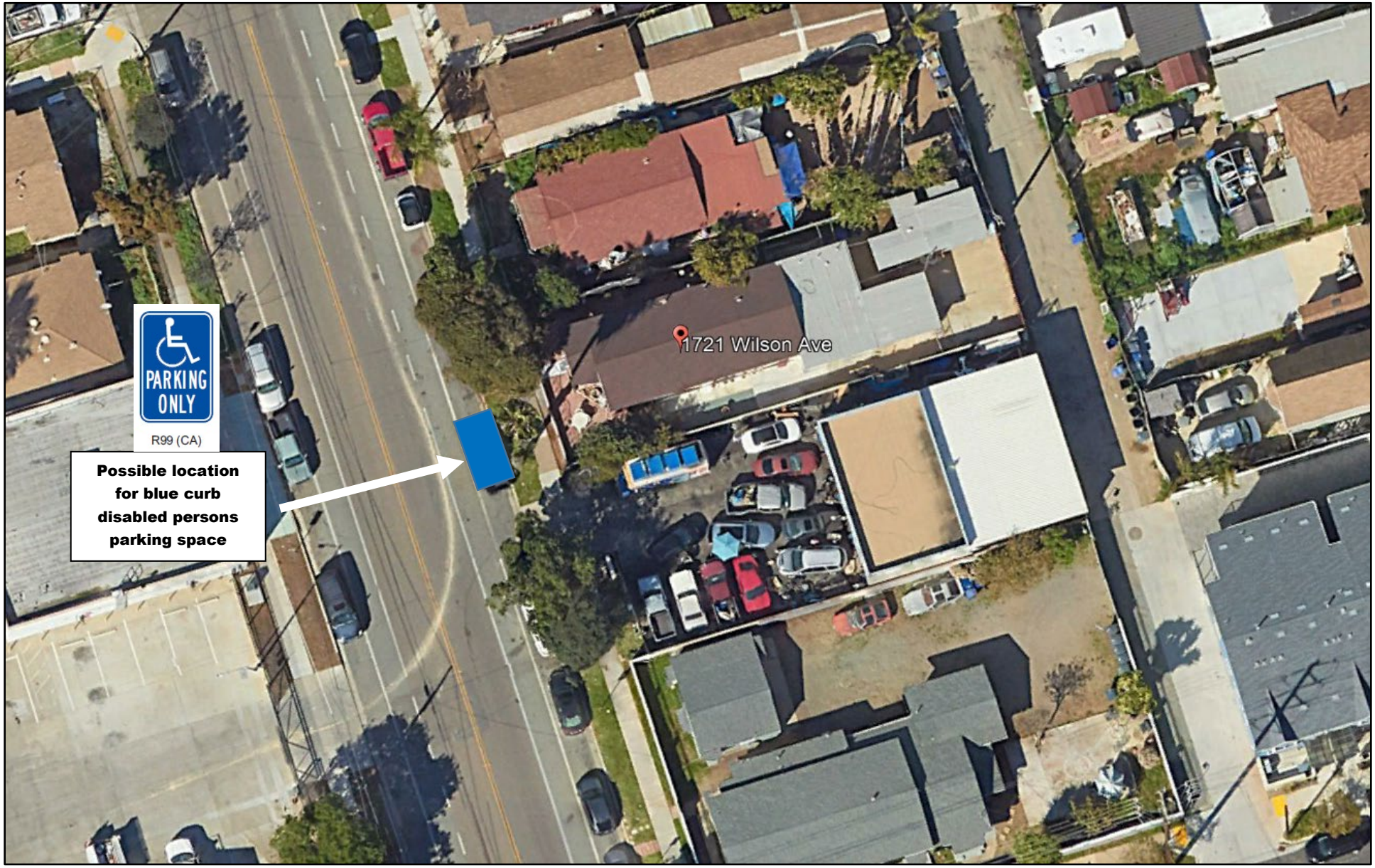


Exhibit B: Location Map Showing Existing and Proposed Blue Curb Parking Spaces





Location of proposed blue curb disabled persons parking space in front of 1721 Wilson Avenue (Looking North)



Location of proposed blue curb disabled persons parking space in front of 1721 Wilson Avenue (Looking East)

4. Green means no stopping, standing or parking for longer than fifteen or thirty minutes, as marked or signed, at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on postage signage.

5. Blue means parking reserved exclusively for disabled persons. Vehicles must display either a distinguishing license plate or placard issued pursuant to CVC Section 22511.5.B. When the Director of Public Works, as authorized under this title, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section, and it is unlawful for any person not duly authorized, to paint or cause said curbs to be painted.

(Ord. 827 § 71, 1951)

11.32.200 Loading permitted—Effect.

A. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials applies only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty minutes.

B. The loading or unloading of materials applies only to commercial deliveries, and the delivery or pickup of express and parcel post packages and United States mail.

C. Permission herein granted to stop or park for purposes of loading or unloading passengers includes the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor, and in no event for more than three minutes.

D. Within the total time limits above specified the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

(Ord. 827 § 72, 1951)

11.32.210 Loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 11.32.200.

(Ord. 827 § 73, 1951)

11.32.220 Passenger loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 11.32.200.

(Ord. 827 § 74, 1951)

11.32.225 Disabled persons parking zone—Authority—Designation.

A. The City Engineer is authorized to designate specially marked and posted on-street parking spaces for disabled persons pursuant to CVC 21101, et seq. at the following facilities:

1. Government Buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.

2. Hospitals and convalescent homes with more than 75-bed capacity.

3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.

4. Community service facilities such as senior citizens service centers, etc.

5. Accredited vocational training and educational facilities where no off- street parking is provided for disabled persons.

6. Employment offices for major enterprises employing more than 200 persons.

7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.

8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.

9. Other places of assembly such as schools and churches.

10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.

11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

B. General requirements.

1. Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

2. Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 4% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

3. Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

4. The cost of installing disabled persons parking, not initiated by public request, will be assumed by the City on public streets and public off-street parking facilities.

5. In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on- street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

6. Applicant pays a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.

C. Special Hardship Cases.

1. It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

a. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."

b. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

c. Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 1721 WILSON AVENUE.

WHEREAS, Mr. Ramon Pinedo, resident of 1721 Wilson Avenue, has requested a blue curb disabled persons parking space in front of his residence; and

WHEREAS, the resident possesses a valid disabled person placard from the California Department of Motor Vehicles; and

WHEREAS, Mrs. Maria Pinedo, daughter of Mr. Pinedo, stated that they are requesting the accommodation since it is difficult for her father to access their home from the driveway located at the back of the house and it is difficult for her father to find parking in front of his residence; and

WHEREAS, staff visited the site and observed that Mr. Pinedo's residence has a driveway located behind the house; and

WHEREAS, staff took measurements and confirmed the driveway meets accessibility standards for disabled persons parking; and

WHEREAS, this item was presented to the Traffic Safety Committee on February 12, 2025; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Mrs. Pinedo was in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and initially recommended denying the request, since the large driveway behind the house was sufficient to accommodate parking for a disabled person; however, after discussion -- including explanation from Mrs. Pinedo that the gate providing access to their house is old and narrow, making it difficult to open, and is cost-prohibitive for her to replace, and that her father has challenges using the back driveway to park because he has difficulty walking long distances – the Traffic Safety Committee voted to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 1721 Wilson Avenue, since all three conditions of the Special Hardship Cases section of National City Municipal Code section 11.32.225(C), Disabled persons parking zone, are met.

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 a blue curb disabled persons parking space with signage in front of the residence at 1721 Wilson Avenue.

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

PASSED and ADOPTED this 1st day of April, 2025.

_____
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: **Carlos Perdomo, Civil Engineering Technician**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Installation of a Blue Curb Disabled Persons Parking Space in Front of the Residence Located at 2028 Wilson Avenue

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space in Front of the Residence Located at 2028 Wilson Avenue."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
At their meeting on February 12, 2025, the Traffic Safety Committee unanimously approved staff's recommendation for the installation of a blue curb disabled persons parking space in front of the residence located at 2028 Wilson Avenue.

EXPLANATION:
Mr. Hugo Gallegos and Ms. Gabriela Sarabia, residents of 2028 Wilson Avenue, have requested a secondary blue curb disabled persons parking space in front of their house. The residents possess valid disabled person's placards from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The length of unrestricted curbside parking available in front of the applicants' house is approximately 40 feet.

Currently, there are five existing on-street disabled persons parking spaces provided in the immediate vicinity of the applicant: 1) 2025 Wilson Avenue (approved per TSC Item 2016-14), 2) 2121 Wilson Avenue (approved per TSC Item 2015-24), 3) 1812 Wilson Avenue (approved per TSC Item 2013-05), and 4) 1816 Harding Ave, next to St. Anthony of Padua Catholic Church, where there are two diagonal blue curb disabled persons parking spaces. Per the City Council Disabled Persons Parking Policy, since the total number of on-street disabled persons parking spaces (including the proposed disabled persons parking space in front of 2028 Wilson Avenue) would not exceed 4% of the total number of available on-street parking spaces in the area, Mr. Gallego's and Ms. Sarabia's request is eligible for further consideration.

Chapter 11.32.225 of the National City Municipal Code is used to evaluate requests for disabled persons parking spaces. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*

2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

This item was presented to the Traffic Safety Committee on February 12, 2025. Staff sent a notice to the residents inviting them to the Traffic Safety Committee Meeting and/or to contact staff with any questions. Mr. Hugo Gallegos and Ms. Gabriela Sarabia were not in attendance to speak on this item.

Staff presented the results of the site evaluation to the Traffic Safety Committee. After discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space, since all three conditions of the Special Hardship Cases section of the National City Municipal Code Chapter 11.32.225(C), disabled persons parking zone, are met.

The applicant for this request was informed that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in disabled persons parking spaces.

If approved by the City Council, all work will be performed by City Public Works staff.

FINANCIAL STATEMENT:
The estimated cost to install the disabled persons parking space is approximately $300. Funding is available within the Public Works Streets Division 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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Location Map
Exhibit B – Staff Report to TSC
Exhibit C – Resolution

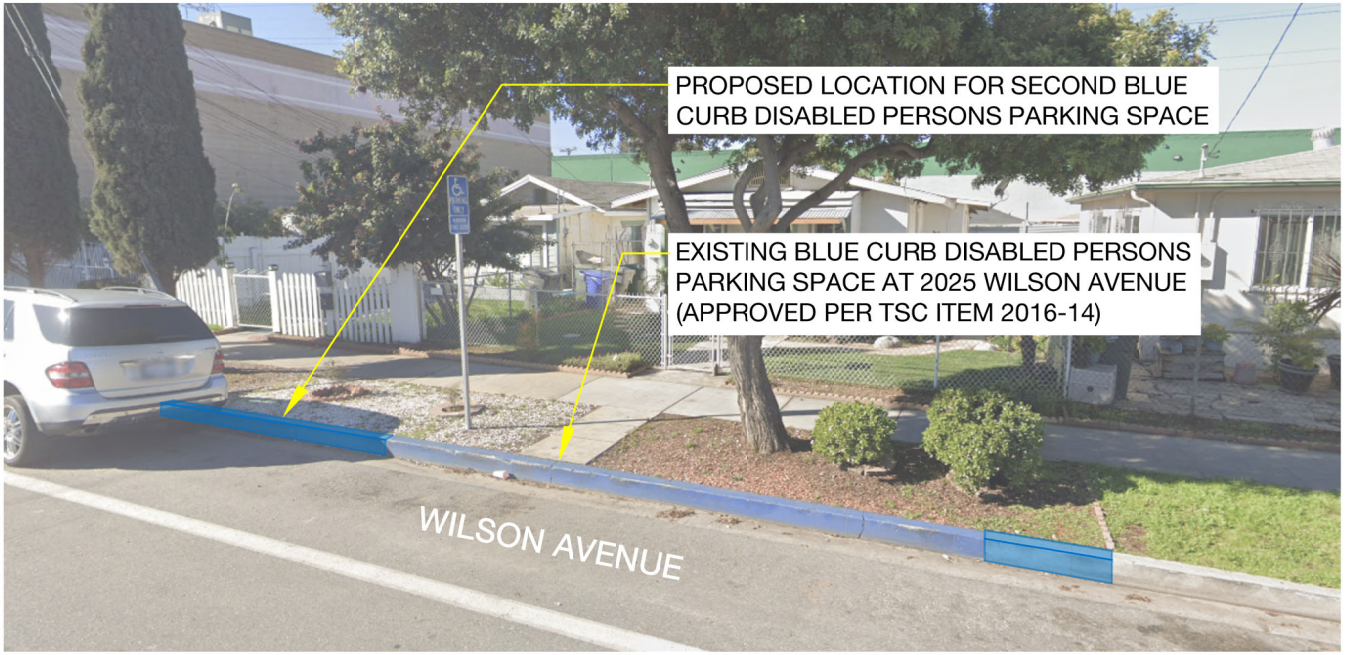
Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2025-03)



Site Photos



Photo of the residence at 2028 Wilson Avenue



Location of Proposed Second Blue Curb Disabled Persons Parking Space in Front of 2028 Wilson Avenue (looking southwest)

NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR FEBRUARY 12, 2025

ITEM NO. 2025-03

ITEM TITLE: REQUEST FOR INSTALLATION OF A SECOND BLUE CURB DISABLED PERSONS PARKING SPACE IN FRONT OF THE RESIDENCE AT 2028 WILSON AVENUE

PREPARED BY: Carlos Perdomo, Engineering Technician – Civil Engineering & Public Works Department

DISCUSSION:

Mr. Hugo Gallegos and Ms. Gabriela Sarabia, residents of 2028 Wilson Avenue, have requested a secondary blue curb handicap parking space in front of their house. The residents possess valid disabled person's placards from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The length of unrestricted curbside parking available in front of the applicants' house is approximately 40 feet.

Currently, there are five existing on-street handicap parking spaces provided in the immediate vicinity of the area: 1) 2025 Wilson Avenue (approved per TSC Item 2016-14), 2) 2121 Wilson Avenue (approved per TSC Item 2015-24), 3) 1812 Wilson Avenue (approved per TSC Item 2013-05), 4) 1816 Harding Ave, next to St. Anthony of Padua Catholic Church, there are two diagonal blue curb handicap parking spaces. Per the City Council Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space in front of 2028 Wilson Avenue) would not exceed 4% of the total number of available on-street parking spaces in the area, Mr. Gallego's and Ms. Sarabia's request is eligible for further consideration.

Chapter 11.32.225 of the National City Municipal Code is used to evaluate requests for disabled persons parking spaces. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*

2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City's Disabled persons parking zone requirements for Special Hardship Cases is met, staff recommends the installation of a secondary blue curb disabled persons parking space.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Photos
4. National City Municipal Code Disabled Persons Parking Policy

2025-03

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: Gabriela Sarabia, Hugo Hu Gallegos

Name of Disabled Person (if different from above):

Address: 2028 Wilson Ave National City Ca 91950

Email: Phone Number:

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to parke in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?
   ☑YES ☐NO
   If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?
   ☑YES ☒NO
   If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?
   ☐YES ☐NO

3. Does your residence have a driveway?
   ☐YES ☒NO
   If answered YES, please refer to the following questions:
   a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')?
      ☐YES ☐NO
   b. Is the driveway level?
      ☐YES ☐NO
   c. Is the driveway sloped/inclined?
      ☐YES ☐NO

Additional comments Poner Tiempo limite Para Personas visitantes

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov

STATE OF CALIFORNIA
DMV
Department of Motor Vehicles

CUSTOMER RECEIPT ONLY

EXPIRES:06/30/2025

*** D I S A B L E D P E R S O N P L A C A R D ***

DATE ISSUED: 10/16/2023

PLACARD NUMBER: [redacted] PIC: 1 TV: 91

MO/YR: EJ

GALLEGOSALVARADO HUGO H

DT FEES RECVD: 10/16/2023

2028 WILSON AVE

AMT DUE : NONE

AMT RECVD - CASH :

- CHCK :

- CRDT :

NATIONAL CITY

CA 91950

CO: 37

CASH BACK :

THE GREAT SEAL OF THE STATE OF CALIFORNIA
EUREKA

E10 613 K9 0000000 0902 CS E10 101623 N1 586736F

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD/RECEIPT

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

PLACARD#: [redacted]

EXPIRES: 06/30/2025

DOB: [redacted]

ISSUED: 10/16/2023

TYPE: N1

PLACARD HOLDER: GALLEGOSALVARADO HUGO H

2028 WILSON AVE

NATIONAL CITY

CA 91950

PURCHASE OF FUEL (BUSINESS AND PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILIGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS.MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION OR REVOCATION OF THE PLACARD, LOSS OF PARKING PRIVILEGES, AND/OR FINES.

STATE OF CALIFORNIA
DMV

CUSTOMER RECEIPT ONLY

EXPIRES:06/30/2025

*** D I S A B L E D P E R S O N P L A C A R D ***

DATE ISSUED: 11/22/2024

PLACARD NUMBER: [redacted] PIC: 1 TV: 92

MO/YR: FK

SARABIA GABRIELA
2028 WILSON AVE

DT FEES RECVD: 11/22/2024

AMT DUE : NONE
AMT RECVD - CASH :
- CHCK :
- CRDT :
CASH BACK :

NATIONAL CITY
CA 91950
CO: 37

H00 613 E1 0000000 0904 CS H00 112224 N1 969358F

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD/RECEIPT

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

DMV

PLACARD#: [redacted]
EXPIRES: 06/30/2025
DOB: [redacted]
ISSUED: 11/22/2024
TYPE: N1

PLACARD HOLDER: SARABIA GABRIELA
2028 WILSON AVE

NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS AND PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILIGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS.MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION OR REVOCATION OF THE PLACARD, LOSS OF PARKING PRIVILEGES, AND/OR FINES.

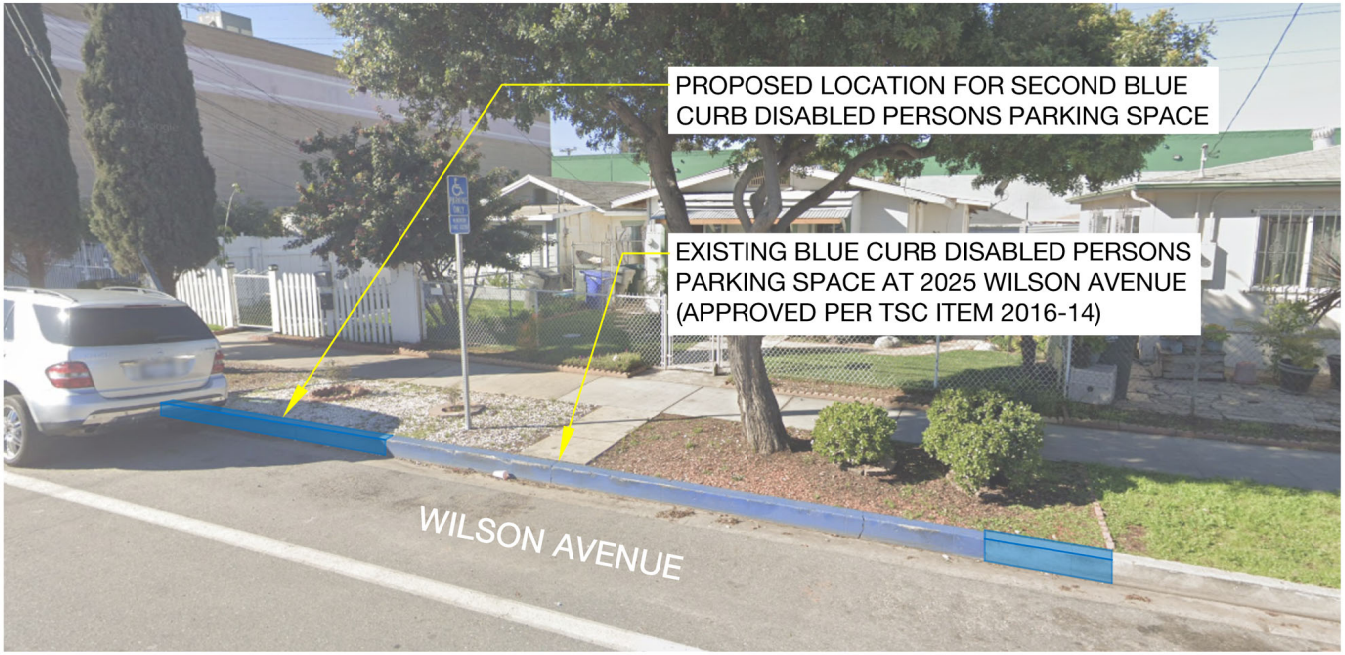
Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2025-03)



Site Photos



Photo of the residence at 2028 Wilson Avenue



Location of Proposed Second Blue Curb Disabled Persons Parking Space in Front of 2028 Wilson Avenue (looking southwest)

4. Green means no stopping, standing or parking for longer than fifteen or thirty minutes, as marked or signed, at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on postage signage.

5. Blue means parking reserved exclusively for disabled persons. Vehicles must display either a distinguishing license plate or placard issued pursuant to CVC Section 22511.5.B. When the Director of Public Works, as authorized under this title, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section, and it is unlawful for any person not duly authorized, to paint or cause said curbs to be painted.

(Ord. 827 § 71, 1951)

11.32.200 Loading permitted—Effect.

A. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials applies only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty minutes.

B. The loading or unloading of materials applies only to commercial deliveries, and the delivery or pickup of express and parcel post packages and United States mail.

C. Permission herein granted to stop or park for purposes of loading or unloading passengers includes the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor, and in no event for more than three minutes.

D. Within the total time limits above specified the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

(Ord. 827 § 72, 1951)

11.32.210 Loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 11.32.200.

(Ord. 827 § 73, 1951)

11.32.220 Passenger loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 11.32.200.

(Ord. 827 § 74, 1951)

11.32.225 Disabled persons parking zone—Authority—Designation.

A. The City Engineer is authorized to designate specially marked and posted on-street parking spaces for disabled persons pursuant to CVC 21101, et seq. at the following facilities:

1. Government Buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.

2. Hospitals and convalescent homes with more than 75-bed capacity.

3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.

4. Community service facilities such as senior citizens service centers, etc.

5. Accredited vocational training and educational facilities where no off- street parking is provided for disabled persons.

6. Employment offices for major enterprises employing more than 200 persons.

7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.

8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.

9. Other places of assembly such as schools and churches.

10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.

11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

B. General requirements.

1. Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

2. Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 4% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

3. Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

4. The cost of installing disabled persons parking, not initiated by public request, will be assumed by the City on public streets and public off-street parking facilities.

5. In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on- street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

6. Applicant pays a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.

C. Special Hardship Cases.

1. It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

a. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."

b. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

c. Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE IN FRONT OF THE RESIDENCE LOCATED AT 2028 WILSON AVENUE.

WHEREAS, Mr. Hugo Gallegos and Ms. Gabriela Sarabia, residents of 2028 Wilson Avenue, have requested a secondary blue curb disabled parking space in front of their residence; and

WHEREAS, the residents both possess a valid disabled persons placards from the California Department of Motor Vehicles; and

WHEREAS, the residents stated that they are requesting the accommodation since it is difficult for them to find parking in front of their residence due to their proximity to the trolley station, since the existing blue curb space in front of their residence is usually occupied; and

WHEREAS, staff visited the site and observed that Mr. Gallegos and Ms. Sarabia's residence does not have either a driveway nor a garage that meets accessibility standards for disabled persons parking; and

WHEREAS, this item was presented to the Traffic Safety Committee on February 12, 2025; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Mr. Gallegos and Ms. Sarabia were not in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, 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 a blue curb disabled persons parking space in front of the residence at 2028 Wilson Avenue, since all three conditions of the Special Hardship Cases section of National City Municipal Code Chapter 11.32.225(C), Disabled persons parking zone, are met.

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 a blue curb disabled persons parking space with signage in front of the residence at 2028 Wilson Avenue.

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

PASSED and ADOPTED this 1st day of April, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #31 for the Period of 1/24/25 through 1/30/25 in the Amount of $2,187,613.06

RECOMMENDATION:
Ratify Warrants Totaling $2,187,613.06.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 1/24/25 – 1/30/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Mile of Cars Association	373187	88,934.50	Fy25MOC/Lighting Maint District Spec Asses
Keyser Marston Assoc	373180	62,718.75	On-Call Consulting Services

FINANCIAL STATEMENT:
Warrant Register Total $2,187,613.06

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

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

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – FY25 Warrant Register No. 31

WARRANT REGISTER # 31
1/30/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
CM ENTERPRISE	YAMANES CERTIFICATE HOLDR - DISTRICT 3 RECOGI	373142	1/27/25	404.06
			Total for Department	**404.06**
Building/Planning				
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	373170	1/30/25	20,300.00
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	373171	1/30/25	6,682.00
STAPLES BUSINESS ADV	MOP 45704 PLANNING OFFICE SUPPLIES	373210	1/30/25	132.54
STAPLES BUSINESS ADV	MOP 45704 2025 DESK CALENDARS	373211	1/30/25	38.30
			Total for Department	**27,152.84**
CAO				
			Total for Department	**0.00**
City Clerk				
STAPLES BUSINESS ADV	OFFICE SUPPLIES	373209	1/30/25	71.23
STAPLES BUSINESS ADV	OFFICE SUPPLIES	373209	1/30/25	42.26
STAPLES BUSINESS ADV	OFFICE SUPPLIES	373209	1/30/25	31.30
			Total for Department	**144.79**
CMO				
NATIONAL CITY CHAMBE	SALUTE TO NAVY CAPTAIN PACKAGE	373189	1/30/25	2,500.00
SCI CONSULTING GROUP	CANNABIS RELATED CONSULTING	373203	1/30/25	162.50
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - AUGUST 2024	373235	1/30/25	1,528.82
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - JULY 2024	373235	1/30/25	3,157.96
WINGERT GREBING	WINGERT GREBING BRUBAKER LLP - LEGAL SERVICE	373236	1/30/25	9,409.50
			Total for Department	**16,758.78**
Community Services/Nutrition/Library				
AMAZON	EVENT SUPPLIES & CASA & SR PRG SUPPLIES/CSD	373147	1/30/25	18.36
AMAZON	EVENT SUPPLIES & CASA & SR PRG SUPPLIES/CSD	373147	1/30/25	21.37
AMAZON	EVENT SUPPLIES & CASA & SR PRG SUPPLIES/CSD	373147	1/30/25	334.29
AMAZON	FAB SENIOR PROGRAMING AMAZON SUPPLIES	373147	1/30/25	97.02
AMAZON	FAB SENIOR PROGRAMING AMAZON SUPPLIES	373147	1/30/25	27.18
AYALA, RAMONA	REFUND AYALA RAMONA BEGINNER YOUTH HIPHOP	373149	1/30/25	11.00
BAKER & TAYLOR	BAKER AND TAYLOR- 19 BOOKS	373150	1/30/25	259.03
BAKER & TAYLOR	BAKER AND TAYLOR- 21 BOOKS	373150	1/30/25	408.04
BAKER & TAYLOR	BAKER AND TAYLOR- 72 BOOKS	373150	1/30/25	1,096.04
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373150	1/30/25	39.71
BAKER & TAYLOR	BAKER AND TAYLOR- 6 BOOKS	373150	1/30/25	99.49
BAKER & TAYLOR	BAKER AND TAYLOR- 21 BOOKS	373150	1/30/25	528.54



WARRANT REGISTER # 31
1/30/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
BAKER & TAYLOR	BAKER AND TAYLOR- 36 BOOKS	373150	1/30/25	771.95
BAKER & TAYLOR	BAKER AND TAYLOR- IRON FLAME	373150	1/30/25	41.69
BAKER & TAYLOR	BAKER AND TAYLOR- 23 BOOKS	373150	1/30/25	344.25
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	373150	1/30/25	24.28
BAKER & TAYLOR	BAKER AND TAYLOR- KAPLAN DIGITAL SAT PREP	373150	1/30/25	27.28
BAKER & TAYLOR	BAKER AND TAYLOR- 30 BOOKS	373150	1/30/25	350.40
BAKER & TAYLOR	BAKER AND TAYLOR, DIAS SOLEADOS, TRACTORCIT(	373150	1/30/25	37.70
BAKER & TAYLOR	BAKER AND TAYLOR- PETE THE CAT, CREEPY CRAY(	373150	1/30/25	36.17
BAKER & TAYLOR	BAKER AND TAYLOR- 6 BOOKS	373150	1/30/25	60.97
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373150	1/30/25	42.52
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373150	1/30/25	113.86
BAKER & TAYLOR	BAKER AND TAYLOR- PETE THE CAT CAMPING, BAD	373150	1/30/25	37.30
BAKER & TAYLOR	BAKER AND TAYLOR- LEMONY SNICKET, GNAT VS SP	373150	1/30/25	22.00
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	373150	1/30/25	54.06
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373150	1/30/25	43.71
BAKER & TAYLOR	BAKER AND TAYLOR- 17 BOOKS	373150	1/30/25	306.16
BAKER & TAYLOR	BAKER AND TAYLOR- 50 BOOKS	373150	1/30/25	753.70
BAKER & TAYLOR	BAKER AND TAYLOR- 42 BOOKS	373150	1/30/25	790.96
BAKER & TAYLOR	BAKER AND TAYLOR- 33 BOOKS	373150	1/30/25	442.57
BAKER & TAYLOR	BAKER AND TAYLOR- 45 BOOKS	373150	1/30/25	599.81
BAKER & TAYLOR	BAKER AND TAYLOR- 14 BOOKS	373150	1/30/25	181.12
BAKER & TAYLOR	BAKER AND TAYLOR- 5 BOOKS	373150	1/30/25	52.18
BAKER & TAYLOR	BAKER AND TAYLOR- 5 BOOKS	373150	1/30/25	90.86
BAKER & TAYLOR	BAKER AND TAYLOR- GED AND SAT	373150	1/30/25	39.44
BAKER & TAYLOR	BAKER AND TAYLOR- SOMEWHERE BEYOND THE SE/	373151	1/30/25	19.31
BAKER & TAYLOR	BAKER AND TAYLOR- GRIMMS FAIRY TALES	373151	1/30/25	15.92
BAKER & TAYLOR	BAKER AND TAYLOR- SCRUBLANDS	373151	1/30/25	21.03
BAKER & TAYLOR	BAKER AND TAYLOR- 5 MORE SLEEPS	373151	1/30/25	18.41
BAKER & TAYLOR	BAKER AND TAYLOR- BATMAN AND ROB, GREAT PUP	373151	1/30/25	19.08
BAKER & TAYLOR	BAKER AND TAYLOR- FRANKENSTEINS HOUND	373151	1/30/25	18.76
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373151	1/30/25	19.06
BOOT WORLD	WORK BOOTS FOR JOSE PENA	373152	1/30/25	200.00
BOOT WORLD	WORK BOOTS FOR MIGUEL PLASCENCIA	373152	1/30/25	155.15
MIDWEST TAPE, LLC	BLU-RAY- EVIL DOES NOT EXIST	373186	1/30/25	30.41
MIDWEST TAPE, LLC	MIDWEST- BLU- RAY- E.T. THE EXTRA-TERRESTRIAL	373186	1/30/25	27.40
PEIRCE, DENISSE	RFW-CONTRACT INST MONTHLY PAYMENT YOGA CL/	373194	1/30/25	350.00
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	373196	1/30/25	303.48
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	373196	1/30/25	152.65
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	373196	1/30/25	152.65
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	373196	1/30/25	152.65
SDG&E	GAS AND ELECTRIC SERVICES FOR FY25	373204	1/30/25	1,858.01
SDG&E	GAS AND ELECTRIC SERVICES FOR FY25	373204	1/30/25	399.78
STAPLES BUSINESS ADV	STAPLES, MOP 45704, LIBRARY, PENCIL SHARPENER	373209	1/30/25	19.77
STAPLES BUSINESS ADV	MOP 45704- LIBRARY SUPPLIES, CALENDARS, GLUE	373209	1/30/25	387.74
STAPLES BUSINESS ADV	MOP 45704- LIBRARY SUPPLIES, CALENDAR	373209	1/30/25	19.56
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	373209	1/30/25	19.17
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	373209	1/30/25	45.96
STAPLES BUSINESS ADV	FAB - SR PRG COFFEE SUPPLIES/CSD	373209	1/30/25	55.54

WARRANT REGISTER # 31
1/30/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	373215	1/30/25	-123.70
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	373215	1/30/25	-53.39
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	373215	1/30/25	-26.90
SYSCO SAN DIEGO INC	DISHWASHER LEASE FOR MONTH OF OCTOBER 2024	373215	1/30/25	259.86
SYSCO SAN DIEGO INC	DISHWASHER LEASE FOR AUGUST 2024	373215	1/30/25	259.86
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	373215	1/30/25	212.64
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	373215	1/30/25	832.19
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	373215	1/30/25	691.73
T'S & SIGNS INC	APPAREL FOR NEW HIRE YOSELYN	373216	1/30/25	313.21
THE LLOYD PEST CONTR	PEST CONTROL FOR MONTH OF DECEMBER 2024	373217	1/30/25	162.00
ALLSTATE SECURITY	ALLSTATE SECURITY- LIBRARY GUARD NOV 2024 INV	373230	1/30/25	5,046.74
ALLSTATE SECURITY	ALLSTATE SECURITY- LIBRARY GUARD OCT 24 INV	373230	1/30/25	5,718.95
ALLSTATE SECURITY	ALLSTATE SECURITY- LIBRARY GUARD SEP 2024 INV	373230	1/30/25	5,394.78
ALLSTATE SECURITY	ALLSTATE SECURITY- LIBRARY GUARD AUG 2024 INV	373230	1/30/25	6,218.76
ALLSTATE SECURITY	ALLSTATE SECURITY- JUL 2024 INV	373230	1/30/25	5,454.90
ALLSTATE SECURITY	ALLSTATE SECURITY- LIBRARY GUARD DEC 24 INV	373234	1/30/25	3,702.02
			Total for Department	**46,730.15**

Engineering / PW's

ALIGNMENT EXPRESS OF	ALIGNMENT FOR FIRE VEH #180 FY25-PW/EQM	373146	1/30/25	658.16
CITY OF IMPERIAL BEA	SD BAY WATERSHED WATER QUALITY IMPROVE. PLA	373154	1/30/25	21,167.00
CUSTOM TRUCK BODY &	REPAIR TAILGATE DUMP TRUCK FY25-PW/EQM	373157	1/30/25	1,991.22
D-MAX ENGINEERING IN	CIP 19-11 NC PCWQCE PH II	373158	1/30/25	728.35
D-MAX ENGINEERING IN	FOR T&A 90538 – KIMBALL HIGHLAND EAST	373159	1/30/25	484.91
D-MAX ENGINEERING IN	FOR T&A 90539 – KIMBALL HIGHLAND WEST	373159	1/30/25	335.72
D-MAX ENGINEERING IN	FOR T&A 90645 U-HAUL OF NATIONAL CITY CONSTRU	373159	1/30/25	187.87
D-MAX ENGINEERING IN	FOR T&A 90634 IN-N-OUT BURGER- 1900 E PLAZA BLV	373159	1/30/25	416.66
D-MAX ENGINEERING IN	FOR T&A 90562 – NC SAN YSIDRO HEALTH PACE CLIN	373159	1/30/25	464.46
D-MAX ENGINEERING IN	FY24 -FY25 STORM WATER SERVICES	373159	1/30/25	6,771.91
D-MAX ENGINEERING IN	FY24 - FY25 WASTWATER SERVICES INCLUDING FOG	373159	1/30/25	3,501.45
GEOSYNTEC CONSULTANT	AS-NEEDED HOMELESS ENCAMPMENT CLEANUP	373176	1/30/25	6,625.40
GEOSYNTEC CONSULTANT	CONSULTING SERVICES FOR DUCK POND 2024 MONC	373176	1/30/25	752.50
GEOSYNTEC CONSULTANT	CIP 21-16 PH1 NCFD COMPLIANCE WORK	373176	1/30/25	3,227.38
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	373177	1/30/25	105.66
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	373178	1/30/25	642.60
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	373179	1/30/25	564.91
HOME DEPOT CREDIT SE	SMALL TOOLS FOR WW FY25-PW/WW	373179	1/30/25	30.00
HOME DEPOT CREDIT SE	SMALL TOOLS FOR WW FY25-PW/WW	373179	1/30/25	84.05
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	373185	1/30/25	240.19
NAPA AUTO PARTS	MOP 45735 PARK SUPPLIES FY25-PW/PARKS	373188	1/30/25	51.61
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	373192	1/30/25	149.02
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373193	1/30/25	105.66
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIE FY25-PW/EQM	373193	1/30/25	73.05
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373193	1/30/25	-100.07
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373195	1/30/25	30.80
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373195	1/30/25	6.64
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373195	1/30/25	158.97

WARRANT REGISTER # 31
1/30/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373195	1/30/25	125.88
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	373195	1/30/25	106.22
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373195	1/30/25	103.78
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373195	1/30/25	47.42
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	373196	1/30/25	69.51
RED WING BUSINESS	WORK BOOTS FOR KEVIN ESTUDILLO FY25-PW/STS	373197	1/30/25	184.86
S D COUNTY VECTOR CN	MOSQUITO & VECTOR DISEASE CONTROL ASSESSME	373201	1/30/25	225.84
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	373205	1/30/25	1,565.79
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	373206	1/30/25	161.33
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	373208	1/30/25	42.27
STC TRAFFIC INC	TRAFFIC SIGNAL AND COMM SUPPORT SERVICES	373212	1/30/25	3,163.24
STC TRAFFIC INC	CIP 22-33 8TH ST & HARBOR DRIVE BNSF CROSSING	373213	1/30/25	6,295.17
STC TRAFFIC INC	CIP 23-04 PROPOSAL FOR RETROREFLECTIVE BACK-	373213	1/30/25	4,020.00
STC TRAFFIC INC	PED CROSSING AT INTERSECTION E 16TH ST. AND E	373213	1/30/25	2,205.00
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES AUG-OCT FY25-PW/	373214	1/30/25	71.11
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES AUG-OCT FY25-PW/	373214	1/30/25	4,380.41
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES AUG-OCT FY25-PW/	373214	1/30/25	8,882.14
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373214	1/30/25	508.33
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373214	1/30/25	404.49
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY25-PW/PAR	373214	1/30/25	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS SEPT-NOV FY25-PW/PA	373214	1/30/25	146.54
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAR	373214	1/30/25	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY25-PW/PAR	373214	1/30/25	89.39
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES FY25-PW/EQM	373225	1/30/25	476.10
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	373226	1/30/25	81.67
WINSUPPLY SOUTH BAY	PLUMBING SUPPLIES FY25-PW/FAC	373229	1/30/25	777.88
WETMORES	LIGHTS FOR FIRE VEH #086-PW/EQM	373233	1/30/25	548.10
			Total for Department	**84,273.50**
Finance				
DAVID TAUSSIG AND AS	DIF STUDY	373161	1/30/25	4,771.50
LASER SAVER INC	MOP #45725 / TONER FOR FINANCE COPY ROOM	373181	1/30/25	260.89
MILE OF CARS ASSOCIA	FY25 MOC/LIGHTNING MAINT. DISTRICT SPEC. ASSES	373187	1/30/25	88,934.50
RELIANCE STANDARD	JAN 2025 - GRP VAI826233, VCI801146, VG180848	373199	1/30/25	3,934.33
WILDAN FINANCIAL SRV	COST ALLOCATION PLAN AND USER FEE STUDY	373227	1/30/25	3,386.00
			Total for Department	**101,287.22**
Fire				
COMPLETE TRAILERS OF	UTILITY TRAILER FOR FIRE DEPT	373155	1/30/25	12,686.69
ESGIL LLC	PLAN CHECKS FOR FIRE, FY24-25	373172	1/30/25	3,404.10
FIRE ETC	HELMET, REPLACEMT HELMET PARTS & DTERGNT FC	373175	1/30/25	2,175.00
HOME DEPOT CREDIT SE	TOOLS STORAGE FOR FS 34	373179	1/30/25	3,865.41
HOME DEPOT CREDIT SE	TOOLS STORAGE FOR FS 34	373179	1/30/25	216.41
PRO BUILD COMPANY	MOP #45707, KILZ 2 PRIMER/SEALER GAL	373195	1/30/25	241.23
PRO BUILD COMPANY	MOP 45707, RECYCLE FEE-1 GAL OF PAINT, 3/8 NAP	373195	1/30/25	132.32
PRO BUILD COMPANY	MOP 45707 NELSON WOOD SHIMS 6"X1-1/2" 9 PK	373195	1/30/25	287.35

WARRANT REGISTER # 31
1/30/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRUDENTIAL OVERALL S	MOP# 45742, 18X18 PURPLE SHOP TOWEL	373196	1/30/25	25.00
SO CAL PPE, LLC	2ND RADIO POCKET HOLDER FOR CAPTAIN	373207	1/30/25	100.75
STAPLES BUSINESS ADV	MOP 45704, G2 GEL PEN BLK .7MM FINE PT	373209	1/30/25	283.75
STAPLES BUSINESS ADV	MOP#45704, HALF DOME MIRROR 18 IN	373209	1/30/25	55.45
STAPLES BUSINESS ADV	MOP #45704, C60 TAPE DISPENSER, MAGIC TAPE 3/4	373209	1/30/25	26.11
STAPLES BUSINESS ADV	MOP# 45704, KRYSTA; VIEW MICROBRAN CL	373209	1/30/25	98.88
HAMLYN WILLIAMS INC	FIRE TEMP NARDYEZDA ACOSTA - W/E 19-JAN 2025	373232	1/30/25	860.00
			Total for Department	**24,458.45**
Housing / Sec 8				
CARPENTER REAL ESTAT	APPRAISAL FOR BAY MARINA PROPERTIES/ HOUSINC	373153	1/30/25	4,000.00
KEYSER MARSTON ASSOC	ON-CALL CONSULTING SERVICES	373180	1/30/25	62,718.75
REGIONAL TASK FORCE	HIMS FEES OCT-DEC 2024 FOR SECTION 8 DEPARTMI	373198	1/30/25	107.25
			Total for Department	**66,826.00**
Human Resources				
ADDICTION MEDICINE	DOT DRUG & ALCOHOL TESTING PROGRAM FY25	373145	1/30/25	1,440.00
ADDICTION MEDICINE	FMCSA CLEARINGHOUS MGMT FOR 2025	373145	1/30/25	100.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	373156	1/30/25	177.00
DEPARTMENT OF JUSTIC	NEW EMPLOYEE FINGERPRINT TEST RESULTS-NOVE	373169	1/30/25	326.00
LIEBERT CASSIDY WHI	2025 LCW CONFERENCE REGISTRATION-PRC #T3230	373182	1/30/25	1,195.00
NATIONAL CITY TROPHY	OCTAGON SNAP ACRYLIC/4 QTY/MOP #66556	373190	1/30/25	500.25
NATIONAL CITY TROPHY	NAME BADGE FOR LYDIA HERNANDEZ/MOP #66556	373190	1/30/25	13.97
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	373209	1/30/25	66.17
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	373209	1/30/25	223.76
STAPLES BUSINESS ADV	MOP #45704 / HR OFFICE SUPPLIES	373209	1/30/25	52.30
			Total for Department	**4,094.45**
MIS				
TYLER TECHNOLOGIES I	TYLER MUNIS ERP	373221	1/30/25	740.00
TYLER TECHNOLOGIES I	TYLER MUNIS ERP	373221	1/30/25	740.00
TYLER TECHNOLOGIES I	TYLER MUNIS ERP	373221	1/30/25	4,440.00
TYLER TECHNOLOGIES I	TYLER MUNIS ERP	373221	1/30/25	2,595.38
CDWG	PALO ALTO CONSULTING SERVICES	373231	1/30/25	26,344.35
			Total for Department	**34,859.73**
NSD				
ACE UNIFORMS & ACCES	BELT/ACE UNIFORMS $70.03	373144	1/30/25	70.03
BOOT WORLD	MOP 64096 BOOTS R. SOTO	373152	1/30/25	107.64
DATA TICKET INC	ELECTRONIC PERMIT CITATION SYSTEM&PARKING S	373160	1/30/25	1,984.00
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	373195	1/30/25	19.56
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC UNIFORMS	373196	1/30/25	25.64
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC UNIFORMS	373196	1/30/25	25.64
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	373219	1/30/25	225.43



WARRANT REGISTER # 31
1/30/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	373219	1/30/25	413.66
VISTA PAINT	MOP 68834 PAINT SUPPLIES	373224	1/30/25	338.19
			Total for Department	**3,209.79**
Police				
AARDVARK	KINETIC BREACHING CHARGES AND FREIGHT	373143	1/30/25	682.06
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FOR FY25	373144	1/30/25	96.96
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FOR FY25	373144	1/30/25	226.25
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FOR FY25	373144	1/30/25	116.37
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FOR FY25	373144	1/30/25	116.37
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FOR FY25	373144	1/30/25	96.96
ARJIS	ARJIS / ESUN FY 25	373148	1/30/25	9,151.70
DEPARTMENT OF JUSTIC	FINGERPRINTS / PD	373169	1/30/25	230.00
FBI NATIONAL ACADEMY	2025 FBINAA WORKING DUES&2025 FBINAA CA CHAP	373173	1/30/25	130.00
FERNANDO, VINCENT	PURCH TWO PACKS OF NARCAN NASAL SPRAY, (2/PA	373174	1/30/25	97.85
LASER SAVER INC	HP 62XL BLK & TRI COLOR INKJET FOR CALIXTO	373181	1/30/25	141.27
LASER SAVER INC	LEXMARK C2425, TONERS FOR DISPATCH	373181	1/30/25	492.42
LYNN PEAVEY COMPANY	RFQ #1151 LAB SUPPLIES	373183	1/30/25	1,655.28
MAN K9 INC	K-9 MONTHLY TRAINING - JANUARY 2025	373184	1/30/25	1,540.00
NATIONAL EMBLEM INC	PATCHES - NATIONAL CITY POLICE (MOVEMBER)	373191	1/30/25	830.84
RIVERSIDE COUNTY SHE	TRAINING TUITON FOR HONOR GUARD FOR TWOPRC	373200	1/30/25	138.00
SAN DIEGO POLICE EQU	BALLISTIC VESTS FY24	373202	1/30/25	884.34
STAPLES BUSINESS ADV	USBC TO USBA BRAID CBL 3.3FT	373209	1/30/25	8.69
STAPLES BUSINESS ADV	CENTON MP VALUEPACK USB 3.0 DA	373209	1/30/25	57.25
THE MALLORY CO	DISPOSABLE NITRILE GLOVES FOR PD	373218	1/30/25	8,735.34
THOMAS SCIENTIFIC HO	RFQ #1151 LAB SUPPLIES	373220	1/30/25	195.75
ULINE	RFQ #1151 LAB SUPPLIES	373222	1/30/25	2,969.22
UNITED PARCEL SERVIC	GROUND SHIPPING / RETURNING GUNS	373223	1/30/25	23.94
WILLIAMS, NATHAN	REIM: NWILLIAMS - INTERVIEW AND INTERROGATION	373228	1/30/25	303.31
			Total for Department	**28,920.17**
Risk				
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED	373162	1/30/25	750.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED	373163	1/30/25	1,726.95
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED	373164	1/30/25	534.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED	373165	1/30/25	279.85
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED	373166	1/30/25	6,366.84
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED	373167	1/30/25	5,329.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED	373168	1/30/25	18,486.40
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/RISK MANAGEMENT	373209	1/30/25	68.47
			Total for Department	**33,541.51**
			A/P Total	**472,661.44**

PAYROLL

WARRANT REGISTER # 31
1/30/2025

PAYEE		DESCRIPTION		CHK NO	DATE	AMOUNT
Pay period	Start Date	End Date	Check Date			
3	1/7/2025	1/20/2025	1/29/2025			**1,689,289.20**
WIRED PAYMENTS						
Finance						
UNION BANK OF CALIFO		GO BONDS OBLIGATION REFUNDING BONDS 2012		250130	1/30/25	-0.08
UNION BANK OF CALIFO		GO BONDS OBLIGATION REFUNDING BONDS 2012		250130	1/30/25	25,662.50
			GRAND TOTAL			**2,187,613.06**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #32 for the Period of 1/31/25 through 2/06/25 in the Amount of $4,520,556.17

RECOMMENDATION:
Ratify Warrants Totaling $4,520,556.17.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 1/31/25 – 2/06/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Geosyntec Consultant	373269	55,500.00	Guard Repairs – Plaza Bonita Area
National Auto Fleet	373277	66,830.88	2024 Ford Super Duty F250 SRW
SBCS Corporation	373299	83,546.00	TBRA SBCS VII Agreement for FY25
Public Emp Retirement	250300123	363,128.34	Service Period 01/07/25 – 01/20/25
Neighborhood National	5559	2,000,000.00	Establish Investment Account

FINANCIAL STATEMENT:
Warrant Register Total $4,520,556.17

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – FY25 Warrant Register No. 32

WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
			Total for Department	**0.00**
Building/Planning				
NBS	LANDSCAPE MAINTENANCE DISTRICT ADMIN SERVIC	373281	2/6/25	1,894.00
STAPLES BUSINESS ADV	MOP#45704 PLANNING OFFICE SUPPLIES	373305	2/6/25	38.89
			Total for Department	**1,932.89**
CAO				
STAPLES BUSINESS ADV	PO 45704/ OFFICE SUPPLIES/ CAO	373304	2/6/25	54.01
THOMSON REUTERS	WESTLAW /CAO	373313	2/6/25	637.84
			Total for Department	**691.85**
City Clerk				
STAPLES BUSINESS ADV	OFFICE SUPPLIES	373304	2/6/25	193.60
			Total for Department	**193.60**
CMO				
SMART & FINAL	COMMUNITY BREAKFAST	373302	2/6/25	274.01
			Total for Department	**274.01**
Community Services/Nutrition/Library				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	373254	2/6/25	2,241.87
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	373256	2/6/25	48.64
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	373256	2/6/25	62.53
BAKER & TAYLOR	BAKER AND TAYLOR- LET'S TALK ABOUT IT, BOOK	373256	2/6/25	21.92
BAKER & TAYLOR	BAKER AND TAYLOR- 2 SPANISH BOOKS	373256	2/6/25	11.50
BAKER & TAYLOR	BAKER AND TAYLOR- 2 SPANISH BOOKS	373256	2/6/25	21.63
BAKER & TAYLOR	BAKER AND TAYLOR- AL AGUA TILA	373256	2/6/25	9.88
BAKER & TAYLOR	BAKER AND TAYLOR- SUE?OS DREAMS	373256	2/6/25	13.10
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	373256	2/6/25	58.12
BAKER & TAYLOR	BAKER AND TAYLOR- 10 BOOKS	373256	2/6/25	141.37
BAKER & TAYLOR	BAKER AND TAYLOR- 5 BOOKS	373256	2/6/25	91.36
BAKER & TAYLOR	BAKER AND TAYLOR- 12 BOOKS	373256	2/6/25	285.07
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	373256	2/6/25	57.55
BAKER & TAYLOR	BAKER AND TAYLOR- MIXED UP DOLLHOUSE	373256	2/6/25	13.98
BAKER & TAYLOR	BAKER AND TAYLOR- 5 BOOKS	373256	2/6/25	82.50
BAKER & TAYLOR	BAKER AND TAYLOR- ME LLAMO LA CHIVA	373256	2/6/25	17.53
PRO BUILD COMPANY	MOP 45707 KIMBALL HOLIDAY 24-10 EXT CORDS 2 AD.	373287	2/6/25	493.17
PRO BUILD COMPANY	MOP45707 KIMBAL HOLIDAY 3OUTLET ADAPTER KEYI	373287	2/6/25	199.58
PRO BUILD COMPANY	MOP 45707 BATTERIES FOR EVENT/CSD PRC#14349	373287	2/6/25	567.42

WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	373290	2/6/25	152.65
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	373300	2/6/25	926.94
SMART & FINAL	MOP 45756 FAB PROGRAMMING SUPPLIES/CSD	373302	2/6/25	43.97
SMART & FINAL	MOP 45756 FAB PROGRAMMING SUPPLIES/CSD	373302	2/6/25	159.36
STAPLES BUSINESS ADV	MOP 45704 FAB PROGRAMMING SUPPLIES/CSD	373304	2/6/25	132.47
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	373304	2/6/25	51.49
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUTRITION	373304	2/6/25	85.91
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	373309	2/6/25	1,296.08
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	373309	2/6/25	4,204.71
			Total for Department	**11,492.30**
Engineering / PW's				
AMAZON CAPITAL SERVI	EBERHARD FABER ERASER&WHITE VINYL FY25-PW/E	373255	2/6/25	82.14
BOOT WORLD	MOP 64096 WORK BOOTS FOR A. WILLIAMSON FY25-F	373258	2/6/25	166.37
BOOT WORLD	MOP 64096 WORK BOOTS FOR ISAMEL CORTEZ FY25	373258	2/6/25	200.00
CALIFORNIA DIESEL CO	DPF CLEANING SERVICES FY25-PW/EQM	373261	2/6/25	410.00
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	373262	2/6/25	325.79
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	373262	2/6/25	356.92
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES FY25-PW/EQM	373268	2/6/25	34.83
GEOSYNTEC CONSULTANT	NTP- FY25 COMPLIANCE SUPPORT FOR CITY OF NC	373269	2/6/25	425.25
GEOSYNTEC CONSULTANT	NTP - STORM DRAIN CLEANOUT - HIGHLAND AVE	373269	2/6/25	27,000.00
GEOSYNTEC CONSULTANT	GUARD REPAIRS - PLAZA BONITA AREA	373269	2/6/25	55,500.00
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	373270	2/6/25	298.57
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY25-PW/EQM	373271	2/6/25	1,305.00
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	373273	2/6/25	102.27
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	373273	2/6/25	64.80
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	373273	2/6/25	102.18
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	373273	2/6/25	81.18
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	373273	2/6/25	10.35
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	373273	2/6/25	699.81
INNOVATIVE CONSTRUCT	CIP 19-23 CENTRAL COMMUNITY MOBILE ENHNMTS P	373274	2/6/25	8,214.00
INNOVATIVE CONSTRUCT	CIP 24-04 FY24 AND FY25 ADA IMPROVEMENTS PROJ	373274	2/6/25	5,892.00
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	373274	2/6/25	5,632.00
INNOVATIVE CONSTRUCT	CIP 2-26 ROOSEVELT AVE CORRIDOR SMART GROWT	373274	2/6/25	6,705.00
INNOVATIVE CONSTRUCT	NTP - LAS PALMAS POOL SITE REVIE AND REPAIR/CC	373274	2/6/25	7,860.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	373275	2/6/25	210.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	373275	2/6/25	135.00
KIMLEY HORN AND	CIP 19-25 CITYWIDE BICYCLE WAYFINDING PROJECT	373276	2/6/25	1,174.17
NATIONAL CITY CAR WA	CAR WASH SERVICES FOR FLEET DEC FY25-PW/EQM	373278	2/6/25	655.50
NATIONAL CITY TROPHY	MOP 66556 WAL NAME PLATE FY25-PW/FAC	373280	2/6/25	190.10
NATIONAL CITY TROPHY	MOP 66556 WALL NAME PLATE FY25-PW/FAC	373280	2/6/25	142.57
NATIONAL CITY TROPHY	MOP 66556 ENGRAVING PLATE FY25-PW/FAC	373280	2/6/25	13.59
NATIONAL CITY TROPHY	MOP 66556 NAME PLATE FY25-PW/FAC	373280	2/6/25	47.52
NV5 INC	CONTRACT SERVICES AS NEEDED	373282	2/6/25	254.93
NV5 INC	CONTRACT SERVICES 258 W 18TH ST.	373282	2/6/25	2,517.57
NV5 INC	CONTRACT SERVICES 1902 TIDELANDS BLVD.	373282	2/6/25	650.95
NV5 INC	CONTRACT SERVICES 1610 NATIONAL CITY BLVD.	373282	2/6/25	105.57

WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
NV5 INC	CONTRACT SERVICES 114 E 23RD ST.	373282	2/6/25	3,344.11
NV5 INC	CONTRACT SERVICES E 16TH, E 18TH, & E 20TH ST.	373282	2/6/25	10,899.60
NV5 INC	CONTRACT SERVICES PALM AVE. AND E 18TH ST.	373282	2/6/25	484.09
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY25-PW/EQM	373283	2/6/25	552.89
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373284	2/6/25	92.95
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373284	2/6/25	211.32
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373284	2/6/25	31.47
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373284	2/6/25	69.19
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373285	2/6/25	324.34
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	373286	2/6/25	353.51
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373287	2/6/25	161.07
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373287	2/6/25	401.29
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373287	2/6/25	267.39
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373287	2/6/25	11.33
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373287	2/6/25	3.90
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373287	2/6/25	24.40
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373287	2/6/25	329.82
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373287	2/6/25	455.25
PROJECT PROFESSIONAL	CIP 23-12 PD AND MLK FIRE BACKFLOW PREVENTER	373288	2/6/25	6,640.64
PROJECT PROFESSIONAL	CIP 24-23 POLICE DEPT WALKWAY WATERPROOFING	373288	2/6/25	3,036.75
PROJECT PROFESSIONAL	CIP 24-15 PD DEPT ROLL-UP & SALLYPORT DOORS - N	373288	2/6/25	5,900.74
PROJECT PROFESSIONAL	STORM - NTP PARADISE CREEK EMERG STORM DRAI	373288	2/6/25	2,735.75
PROJECT PROFESSIONAL	CIP 24-20 - STORM 16TH AND Q AVE STORM DRAIN RE	373288	2/6/25	4,758.50
PROJECT PROFESSIONAL	CIP 24-20 - STORM 16TH AND Q AVE STORM DRAIN RE	373288	2/6/25	1,644.00
PROJECT PROFESSIONAL	ENGINEERING PROFESSIONAL SERVICES FOR VARIC	373288	2/6/25	1,330.50
PROJECT PROFESSIONAL	ENGINEERING PROFESSIONAL SERVICES FOR VARIC	373288	2/6/25	11,088.00
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	373289	2/6/25	20.72
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	373289	2/6/25	69.51
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	373290	2/6/25	20.72
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	373290	2/6/25	20.72
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	373290	2/6/25	45.11
RANDALL LAMB ASSOCIA	NTP- CITY STORM WATER PUMP AT SE CORNER MILE	373291	2/6/25	7,640.00
RED WING BUSINESS	SAFETY BOOTS FOR RUBEN HUERTA FY25-PW/EQM	373292	2/6/25	200.00
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICES FY25-PW/EQM	373294	2/6/25	180.00
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICES FY25-PW/EQM	373294	2/6/25	80.00
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICES FY25-PW/EQM	373294	2/6/25	80.00
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES JAN FY25-PW/FA	373295	2/6/25	458.96
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES NOV FY25-PW/FA	373295	2/6/25	259.62
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS JAN FY25-PW/STS	373295	2/6/25	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS JAN FY25-PW/STS	373295	2/6/25	110.39
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES JAN FY25-PW/FA	373296	2/6/25	908.74
SAN DIEGO HYDRAULICS	REPAIR STR PATCH TRUCK #087 FY25-PW/EQM	373297	2/6/25	584.71
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	373298	2/6/25	4,076.33
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	373301	2/6/25	455.49
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	373301	2/6/25	233.57
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	373304	2/6/25	1,118.66
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	373304	2/6/25	494.62
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	373304	2/6/25	427.86



WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
STC TRAFFIC INC	STC - HSIP CYCLE 10 GRANTS~	373307	2/6/25	3,700.00
STC TRAFFIC INC	CIP 22-33 E 8TH ST & HARBOR DRIVE BNSF CROSSIN(	373307	2/6/25	14,885.05
STC TRAFFIC INC	DESIGN SVS FOR KIMBALL PARK BALLFIELD LIGHTIN(	373307	2/6/25	3,540.00
STC TRAFFIC INC	STC - HSIP CYCLE 10 GRANTS~ ENG SUPPRT SVCS	373307	2/6/25	1,780.00
STC TRAFFIC INC	STC - HSIP CYCLE 10 GRANTS~ENG SUPPRT SVCS	373307	2/6/25	9,657.09
STC TRAFFIC INC	STC - HSIP CYCLE 10 GRANTS~	373307	2/6/25	10,140.00
STC TRAFFIC INC	DESIGN SVC FOR PED CROSSING AT INTERSECTION	373307	2/6/25	7,200.00
STC TRAFFIC INC	1640 ORANGE ST - SURVEYING SERVICES AND PROJ(	373307	2/6/25	11,250.00
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	528.90
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	61.35
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	176.76
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	68.40
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	539.95
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	41.03
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	776.97
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	27.49
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	160.69
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	423.75
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	819.97
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	521.99
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	81.78
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	262.27
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	289.37
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES NOV-JAN FY25-PW/	373308	2/6/25	413.51
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	115.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	79.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	72.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	92.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	46.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	132.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	114.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373312	2/6/25	53.00

WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	373315	2/6/25	201.21
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	373315	2/6/25	499.98
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	373315	2/6/25	499.98
VORTEX INDUSTRIES IN	CITY WIDE ON SITE REPAIRS FY25-PW/FAC	373317	2/6/25	6,333.35
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	373318	2/6/25	2,483.85
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	373319	2/6/25	83.12
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/FAC	373320	2/6/25	5.56
			Total for Department	**279,827.62**
Finance				
BALLARDO, DAMIAN	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373237	2/3/25	520.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373238	2/3/25	250.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373239	2/3/25	460.00
FLORES, RICHARD M	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373240	2/3/25	600.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373241	2/3/25	780.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373242	2/3/25	60.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373243	2/3/25	100.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373244	2/3/25	280.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373245	2/3/25	460.00
PIERSON, DARREN P	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373246	2/3/25	460.00
ROARK, LANNY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373247	2/3/25	135.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373248	2/3/25	440.00
YBARRA, ANTONIO	RETIREE HEALTH BENEFITS - FEBRUARY 2025	373249	2/3/25	540.00
BRINK'S INCORPORATED	TRANSPORTATION BILLING PERIOD 01/01/25 - 01/31/2	373259	2/6/25	608.27
CALIFORNIA SOCIETY	2025 CSMFO PROFESSIONAL MEMBERSHIP - PFEIFEF	373263	2/6/25	60.00
CAPPO INC	CAPPO ANNUAL MEMBERSHIP - LUNT, DEBRA	373264	2/6/25	145.00
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 11/1/2024-11/30/2(	373265	2/6/25	15.37
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 11/1/2024-11/30/2(	373265	2/6/25	22.50
HDL COREN & CONE	PROPERTY TAX CONSULTING AND PR / JAN-MAR'25	373272	2/6/25	3,486.38
RELIANCE STANDARD	FEB 2025 - GRP VAI826233, VCI801146, VG180848	373293	2/6/25	4,186.87
THE BANK OF NEW YORK	SACDC NAT CITY REDEVELOPMENT AGCY 11/3/24-11/	373310	2/6/25	1,475.00
VISION SERVICE PLAN	FEBRUARY 2025 - VISION SERVICE PLAN (CA)	373316	2/6/25	1,579.64
			Total for Department	**16,664.03**
Fire				
BAUER COMPRESSORS	MANIFOLD ASSEMBLY, TEST, G1, UNIVERSAL, QC	373257	2/6/25	430.39
NATIONAL AUTO FLEET	2024 FORD SUPER DUTY F250 SRW (W2B) XL	373277	2/6/25	66,830.88
PRO BUILD COMPANY	MOP#45707, LUMBER AND FEE FOR RETROFIT FS34 S	373287	2/6/25	60.99
PRO BUILD COMPANY	MOP#45707, WORKSHOP PROJECT VELCRO	373287	2/6/25	47.05
PRO BUILD COMPANY	MOP# 45707, LOCK BOX/SUPPLIES - NEW BC APPARA	373287	2/6/25	52.08
PRO BUILD COMPANY	MOP#45707, TEFLON TAPE (GAS), BRAS BUSHING FOI	373287	2/6/25	13.96
PRO BUILD COMPANY	MOP#45707, POWER CORD & SCREWS M6X30	373287	2/6/25	15.82
PRO BUILD COMPANY	MOP#45707, SAFETY CONE RED	373287	2/6/25	164.83
PRO BUILD COMPANY	MOP#45707, STEELWOOL16 PAD, DUCT TAPE, AND BL	373287	2/6/25	36.26
PRO BUILD COMPANY	MOP#45707, ECONOMY FLUSH LEVER	373287	2/6/25	8.31
PRO BUILD COMPANY	MOP#45707, HARDWARE FOR SHOP REMODEL AT ST/	373287	2/6/25	11.83

WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRUDENTIAL OVERALL S	MOP#45742, 18X18 PURPLE SHOP TOWEL	373289	2/6/25	25.00
STAPLES BUSINESS ADV	CREDIT - MOP#45704, REFUND HALF DOME MIRROR	373304	2/6/25	-55.45
STAPLES BUSINESS ADV	MOP 45704, 45X53 LOWPILE CHAIRMAT	373304	2/6/25	43.34
STAPLES BUSINESS ADV	MOP#45704, HEATER AND SUPPLIES - STATION 34	373304	2/6/25	104.60
STAPLES BUSINESS ADV	MOP#45758, S I HVY DUTY DATE	373304	2/6/25	74.46
STAPLES BUSINESS ADV	MOP# 45704, HALF DOME MIRROR 18 INC	373304	2/6/25	55.45
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES	373311	2/6/25	110.00
THOMSON REUTERS WEST	SUBSCRIPTION, CCRT 19 PUBLIC SAFETY-COMPLT SU	373314	2/6/25	251.54
			Total for Department	**68,281.34**
Housing / Sec 8				
CSA SAN DIEGO COUNTY	FAIR HOUSING AND TENANT LANDLORD SERVICES	373266	2/6/25	9,859.11
SBCS CORPORATION	TBRA SBCS VII AGREEMENT FOR FY25	373299	2/6/25	83,546.00
			Total for Department	**93,405.11**
Human Resources				
BALLARDO, DAMIAN	ADVANCED DISABILITY PENSION PAYMENT/FEB25	373250	2/4/25	4,072.29
BALLARDO, DAMIAN	ADVANCED DISABILITY PENSION PAYMENT/JAN25	373250	2/4/25	4,072.29
4 IMPRINT INC	POLYPROPLENE REUSABLE GROCERY BAG - 15" X 13	373251	2/6/25	496.74
DEPARTMENT OF JUSTIC	NEW EMPLOYEE FINGERPRINT TEST RESULTS/DEC2	373267	2/6/25	439.00
NATIONAL CITY TROPHY	MOP #66556/3.25X1 NAME BADGE/LYDIA	373280	2/6/25	13.97
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	373304	2/6/25	65.78
			Total for Department	**9,160.07**
MIS				
			Total for Department	**0.00**
NSD				
ACE UNIFORMS & ACCES	UNIFORMS FOR CABAL/ACE UNIFORMS	373253	2/6/25	134.68
CALIFORNIA ASSOCIATI	CACEO WEBINAR MASTERING THE WITNESS STAND	373260	2/6/25	54.00
CALIFORNIA ASSOCIATI	CACEO MEMBERSHIP CORDOVA	373260	2/6/25	100.00
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	373287	2/6/25	228.96
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	373287	2/6/25	169.64
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	373290	2/6/25	87.19
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	373290	2/6/25	184.80
SMART SOURCE OF CALI	MOP 63845 SMART SOURCE BUSINESS CARDS	373303	2/6/25	91.45
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	373304	2/6/25	127.32
			Total for Department	**1,178.04**
Police				
ACADEMI TRAINING CEN	USE OF RANGE AND GAS HOUSE FOR FY25	373252	2/6/25	1,030.83
NATIONAL CITY ELECTR	RFW EMERGENCY ELECTRICAL REPAIRS TO INVESTI	373279	2/6/25	4,815.00

WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
STAPLES BUSINESS ADV	SUPER GLUE, SORTER, ADHESIVE CLEAR, YLW PENC	373304	2/6/25	101.81
STAPLES BUSINESS ADV	REFUND RY25 AAG QUICKNOTES 12/17. RY25 DAYMN	373304	2/6/25	-303.10
STAPLES BUSINESS ADV	RY25 AAG QUICKNOTES, RY25 DAYMNDR BLK 8X11	373304	2/6/25	303.10
STAPLES BUSINESS ADV	DYMO INDUST 3/4IN BLK/WH LBL	373304	2/6/25	25.89
STAPLES BUSINESS ADV	RECYCLED 1/5 STD GRN HANG, FLDR HGING	373304	2/6/25	89.47
STAPLES BUSINESS ADV	HOOVR COMM BAGGED TASK VAC	373304	2/6/25	295.25
STAPLES BUSINESS ADV	BINDERCLIPS	373304	2/6/25	38.31
STAPLES BUSINESS ADV	CLS SCTV DISF, PILOT, WALL SIGN HOLDER	373304	2/6/25	86.47
STAPLES BUSINESS ADV	10PK 128G USB, STEEL WHTBRD, STENO, GEL PEN, B	373304	2/6/25	403.05
THOMSON REUTERS	INVESTIGATIVE SERVICE FOR DETECTIVES	373313	2/6/25	726.55
			Total for Department	**7,612.63**
Risk				
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/RISK MANAGEMENT	373306	2/6/25	164.96
			Total for Department	**164.96**
			A/P Total	**490,878.45**

EFT PAYMENTS

Finance				
BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000001	2/3/25	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000002	2/3/25	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000003	2/3/25	640.00
BISHOP, RANDY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000004	2/3/25	110.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000005	2/3/25	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000006	2/3/25	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000007	2/3/25	400.00
CANEDO, RAMON	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000008	2/3/25	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000009	2/3/25	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000010	2/3/25	400.00
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000011	2/3/25	460.00
COLE, LYNN	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000012	2/3/25	165.00
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000013	2/3/25	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000014	2/3/25	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000015	2/3/25	520.00
COVARRUBIAS, ARACELI	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000016	2/3/25	520.00
DALLA, MICHAEL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000017	2/3/25	900.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000018	2/3/25	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000019	2/3/25	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000020	2/3/25	680.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000021	2/3/25	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000022	2/3/25	280.00
EISER III, GEORGE	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000023	2/3/25	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000024	2/3/25	620.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000025	2/3/25	220.00



WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000026	2/3/25	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000027	2/3/25	540.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000028	2/3/25	700.00
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000029	2/3/25	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000030	2/3/25	680.00
GONZALEZ, WILLIAM	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000031	2/3/25	660.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000032	2/3/25	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000033	2/3/25	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000034	2/3/25	400.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000035	2/3/25	200.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000036	2/3/25	680.00
JONES, DEREK	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000037	2/3/25	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000038	2/3/25	50.00
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000039	2/3/25	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000040	2/3/25	480.00
LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000041	2/3/25	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000042	2/3/25	160.00
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000043	2/3/25	290.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000044	2/3/25	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000045	2/3/25	460.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000046	2/3/25	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000047	2/3/25	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000048	2/3/25	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000049	2/3/25	340.00
PE, RAY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000050	2/3/25	300.00
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000051	2/3/25	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000052	2/3/25	280.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000053	2/3/25	190.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000054	2/3/25	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000055	2/3/25	240.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000056	2/3/25	260.00
ROUSTON, JEFFREY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000057	2/3/25	660.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000058	2/3/25	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000059	2/3/25	300.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000060	2/3/25	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000061	2/3/25	520.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000062	2/3/25	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000063	2/3/25	580.00
SMITH, JOE	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000064	2/3/25	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000065	2/3/25	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000066	2/3/25	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000067	2/3/25	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000068	2/3/25	250.00
UNGAB, STELLA	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000069	2/3/25	600.00
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000070	2/3/25	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000071	2/3/25	480.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000072	2/3/25	520.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000073	2/3/25	220.00

WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - FEBRUARY 2025	1000074	2/3/25	560.00
			Total for Department	**31,165.00**
			EFT Total	**31,165.00**
WIRED PAYMENTS				
Engineering / PW's				
ARCO BUSINESS SOLUTI	FUEL FOR CITY FLEET JAN FY25-PW/EQM	250360172	2/6/25	38,253.24
Finance				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 01/07/2025 - 01/20/2025	250300123	1/31/25	363,128.34
NEIGHBORHOOD NATIONA	ESTABLISH INVESTMENT ACCOUNT	5559	2/3/25	2,000,000.00
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	9.40
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	116.11
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	542.26
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	1.78
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	516.49
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	5.57
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	30.00
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	9.27
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	118.38
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	123.26
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	160.80
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	250350121	2/5/25	0.48
Human Resources				
EDD	UNEMPLOYMENT INSURANCE REIMBURSABLE BENEF	250360168	2/6/25	23,750.00

SECTION 8 HAPS	Start Date	End Date	
	2/3/2025	2/3/2025	1,547,772.12

PURCHASE CARDS

Mayor and Council			
CANVA INC	CANVA - SUBSCRIPTION FOR DITAS YAMANE OWN ACCOUNT	11/22/24	15.00
CONSTANT CONTACT INC	CONSTANT CONTACT - CM RODRIGUEZ	11/22/24	12.00
COSTCO WHOLESALE	SNACKS PROVIDED TO TECATE MAYOR CONFERENCE MEETING	11/22/24	61.82
COSTCO WHOLESALE	SNACKS PROVIDED TO TECATE MAYOR CONFERENCE MEETING	11/22/24	105.27
COSTCO WHOLESALE	RENTAL FORUM MEETING SNACKS FOR CM RODRIGUEZ	11/22/24	103.89
COSTCO WHOLESALE	CM RODRIGUEZ SNACKS FOR SENIOR'S WORKSHOP	11/22/24	127.29
DOLLAR TREE	PAPER PLATES/FORKS FOR TECATE MAYOR VISIT	11/22/24	4.08
SIZZLER	CM BUSH - COUNCILS MEETING LUNCH	11/22/24	27.45
SMART & FINAL	SMART AND FINAL - CM RODRIGUEZ COFFEE SUPLIES FOR	11/22/24	19.32
ST. REGIS HOTEL	BINATIONAL DELEGATION MEXICO - NONE AUTHORIZED CHARGES	11/22/24	376.65
TITA'S KITCHENETTE	CM YAMANE - COUNCIL MEETING LUNCH ENTRY	11/22/24	11.31
VOLARIS	CREDIT- NO RECEIPT SEND FROM VOLARIS	11/22/24	-440.87

WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	**423.21**
CAO				
LEAGUE OF CALIFORNIA	LEAGUE OF CALIFORNIA WEBINAR - LUTES - PRC APPROVA		11/22/24	50.00
SAN DIEGO UNION TRIB	SAN DIEGO UNION TRIB-SUB		11/22/24	16.00
USPS	USPS PO 0552980950		11/22/24	4.08
USPS	USPS PO 0552980950		11/22/24	19.36
WATER COFFEE DELIVER	WATER DELIVERY		11/22/24	43.95
			Total for Department	**133.39**
City Clerk				
VERIBOOK	PAYPAL *VERIBOOK - ONLINE CALENDAR FOR PASSPORT AP		11/22/24	810.00
			Total for Department	**810.00**
CMO				
ANGEL PETALS	ANGEL PETALS-FRESH FLOWERS FOR JOSIES SONS AFTERL		11/22/24	82.64
BREAKFAST REPUBLIC	BREAKFAST MEETING - PORT OF SAN DIEGO W/ RANDA CON		11/22/24	74.82
CHICK-FIL-A	LABOR NEGOTIATION FOR CMO		11/22/24	138.70
CHICK-FIL-A	CITY LUNCH FOR LABOR NEGOTIATION		11/22/24	52.44
COSTCO WHOLESALE	CULTURE CLUB - EMPLOYEE COFFEE FOR MONTH OF DECEMB		11/22/24	464.91
COZINES GROCERY STOR	COZINE'S GROCERY STORE- LABOR NEGOTIATION		11/22/24	59.16
COZINES GROCERY STOR	LABOR NEGOTIATIONS MEETING		11/22/24	16.17
DOLLAR TREE	CHRISTMAS DECORATION FOR CMO		11/22/24	14.51
DOLLAR TREE	CULTURE CLUB HOLIDAY PARTY ORNAMENTS		11/22/24	21.75
FILIPINO DESSERTS PL	PANCIT TRAY FOR CITY MANAGER BIRTHDAY		11/22/24	76.13
HOME DEPOT CREDIT SE	SCREW FOR THE BACK OF PICTURE FRAME		11/22/24	8.60
JERSEY MIKE'S	JERSEY MIKES SANDWICH BOX FOR COUNCIL'S SNACKS		11/22/24	182.98
NAPOLEONES	CITY MANAGER BIRTHDAY LUNCH		11/22/24	140.37
RED RIBBON NATIONAL	RED RIBBON NATIONAL CITY- CAKE FOR CITY MANAGER BI		11/22/24	34.99
SAP CENTER TRAINING	SAFETY ASSESSMENT PROGRAM TRAINING		11/22/24	50.00
SEAFOOD CITY SUPERMA	PICK UP CHILI SAUCE FOR CULTURE CLUB HALLOWEEN		11/22/24	3.99
SMART & FINAL	HALLOWEEN CANDIES FOR TRICK OR TREATING		11/22/24	92.47
SMART & FINAL	SNACKS FOR COUNCIL CLOSED MEETING SESSION		11/22/24	34.85
SMART & FINAL	CITY COUNCIL SNACKS AND WATER		11/22/24	29.88
SMART & FINAL	CULTURE CLUB - HALLOWEEN PARTY - SAUCE FOR LUMPIA-		11/22/24	11.45
STARBUCKS	EMPLOYEE HOLIDAY GIFT CARD FOR PRIZES		11/22/24	70.00
VALERIO'S FINEST BAK	BREAD FOR CITY COUNCIL LUNCH		11/22/24	9.00
WAL-MART	CHRISTMAS DECORATION FOR COUNCIL AND CMO OFFICES		11/22/24	49.84
WAL-MART	CHRISTMAS DECORATION FOR CMO PER BUDGET		11/22/24	71.13
WAL-MART	CHRISTMAS DECORATION		11/22/24	6.18
			Total for Department	**1,796.96**
Community Services/Nutrition/Library				
100NATURALLIZ	CASA FALL FESTIVAL SUPPLIES/CSD		11/22/24	122.76
ACE HARDWARE	CASA FALL FESTIVAL SUPPLIES/CSD		11/22/24	25.84

WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
AMAZON.COM	AMAZON MKTPL*E387R7QQ3- LITERACY GRANT		11/22/24	342.55
AMAZON.COM	AMAZON MKTPL*0T6RM5HV3 LITERACY GRANT		11/22/24	288.13
AMAZON.COM	FALL FESTIVAL SUPPLIES FOR CASA/CSD		11/22/24	23.90
AVID TECHNOLOGY	AVID TECHNOLOGY SUBSCRIPTION FOR DANCE PROGRAM/CSD		11/22/24	66.00
COSTCO WHOLESALE	FAB SR PROGRAMMING SUPPLIES/CSD		11/22/24	90.00
COSTCO WHOLESALE	HALLOWEEN GOODIES FOR CAMACHO PROGRAMMING/CSD		11/22/24	59.97
COSTCO WHOLESALE	HALLOWEEN GOODIES FOR MLK/ET PROGRAMMING/CSD		11/22/24	119.94
COUNTY OF SAN DIEGO	PERMIT FOR A KIMBALL HOLIDAY EVENT		11/22/24	369.00
CPRS	CPRS CONFERENCE REGISTRATION STAFF TRAINING FOR JO		11/22/24	495.00
CPRS	CPRS CONFERENCE REGISTRATION STAFF TRAINING FOR ZA		11/22/24	50.00
DOLLAR TREE	FALL FESTIVAL SUPPLIES FOR CASA/CSD		11/22/24	23.21
ISTOCKPHOTO	MONTHLY SUBSCRIPTION/CSD		11/22/24	40.00
LOS BURRITOSMEXICANG	CASA FALL FESTIVAL/CSD		11/22/24	294.71
PARTY CITY	CASA FALL FESTIVAL SUPPLIES/CSD		11/22/24	54.36
SOUTHWEST AIRLINES	CPRS FLIGHT FOR ZAIDE J. /CSD PRC#T3235		11/22/24	253.96
SOUTHWEST AIRLINES	CPRS FLIGHT FOR JOANNE M. /CSD PRC#T3235		11/22/24	253.96
SPOTIFY	MONTHLY SUBSCRIPTION/CSD		11/22/24	19.99
TARGET	CASA FALL FESTIVAL SUPPLIES/CSD		11/22/24	81.16
		Total for Department		**3,074.44**
Engineering / PW's				
HOLIDAY INN	PRC# T3314 HOTEL FOR RENE ACEVEDO ACADEMY TRAINING		11/22/24	709.04
VITALCHEK	VCN*SAN DIEGO CTY COUNTER - FISH & WILDFIRE ADMIN		11/22/24	52.50
VITALCHEK	VCN*SAN DIEGO CTY COUNTER - FISH & WILDFIRE ADMIN		11/22/24	252.50
VITALCHEK	VCN*SAN DIEGO CTY COUNTER - FISH & WILDFIRE ADMIN		11/22/24	152.50
		Total for Department		**1,166.54**
Fire				
AMAZON.COM	WILDLAND BACKPACK PUMP FOR TRAINING		11/22/24	270.94
AMAZON.COM	STRIKE TEAM EQUIPMENT SLEEPING BAGS		11/22/24	217.48
AMAZON.COM	TRAINING SAW PARTS		11/22/24	48.50
AMAZON.COM	FANAU DOUBLE SOCKET ARM		11/22/24	95.64
BEST WESTERN	SHOE FIRE DEPLOYMENT HOTEL ROOM 114-A		11/22/24	191.74
C C A I	MEMBERSHIP FEE FOR FIRE INVESTIGATION PRC#14265 RO		11/22/24	110.00
CALIFORNIA CONFERENC	MEMBERSHIP FEE FOR FIRE INVESTIGATION PRC#14265 ED		11/22/24	110.00
CALIFORNIA UNDER LOC	KEY FOR TRAINING EXERCISE FOR TRAINING		11/22/24	16.58
CHEVRON	SHOE FIRE DEPLOYMENT FUEL		11/22/24	170.15
CMC RESCUE	200 OF ROPE FOR TRAINING		11/22/24	311.03
COSTCO WHOLESALE	LAUNDRY DETERGENT FOR LAUNDRY MACHINE		11/22/24	83.04
NAFI	MEMBERSHIP FEE'S FOR FIRE INVESTIGATIONS PRC#14264		11/22/24	60.00
NAFI	MEMBERSHIP FEE'S FOR FIRE INVESTIGATIONS PRC#14264		11/22/24	60.00
NAFI	MEMBERSHIP FEE'S FOR FIRE INVESTIGATIONS PRC#14264		11/22/24	60.00
SANDIEGOFIR	MEMBERSHIP FEES FOR FIRE PREVENTION STAFF PRC#1426		11/22/24	150.00
SC FUELS	20 GALLONS OF 4 CYCLE FUEL FOR ALL THE DEPARTMENT'		11/22/24	390.33
SOCAL FPO	MEMBERSHIP FEES FOR SOCAL FPO DIVISION PRC#14272,		11/22/24	275.00
SOUTHERN CALIF	SOUTHER CALIFORNIA FIRE PREVENTION OFFICERS MEETIN		11/22/24	40.00

WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
WITMER PUBLIC SAFETY	HELMET SHIELD IDENTIFIERS		11/22/24	292.87
			Total for Department	**2,953.30**
Housing / Sec 8				
CANVA INC	CANVA MEMBERSHIP - HOUSING ACCOUNT I04325-78860712		11/22/24	119.99
			Total for Department	**119.99**
Human Resources				
CHIPOTLE MEXICAN GRI	CHIPOTLE ONLINE/CORPORAL TESTING		11/22/24	166.39
DUNKIN' DONUTS	DUNKIN #354879/COMMUNITY SERVICES DIRECTOR INTERVI		11/22/24	19.55
EINSTEIN BROS BAGELS	EINSTEIN BROS-ONLINE/SERGEANT TESTING		11/22/24	51.02
EINSTEIN BROS BAGELS	EINSTEIN BROS-ONLINE/CORPORAL TESTING		11/22/24	51.02
FEDERAL MEDIATION &	FMCSA D&A CLEARINGHOUSE/DRUG&ALCOHOL QUERY PLAN		11/22/24	62.50
JERSEY MIKE'S	JERSEY MIKES ONLINE/SERGEANT TESTING		11/22/24	125.97
JERSEY MIKE'S	JERSEY MIKES 20182/SERGEANT TESTING		11/22/24	89.99
MAILBOX-GENIUS	PP*MAILBOX-GENIUS/MAILING OF TESTING MATERIALS		11/22/24	49.35
SMART & FINAL	SMART AND FINAL 347/CORPORAL/SERGEANT TESTING		11/22/24	68.36
SOUTHWEST AIRLINES	SOUTHWES 5262563204787/FLIGHT CANCELLATION		11/22/24	-347.97
TOWN & COUNTRY RESOR	TOWN AND COUNTRY SD PARKING PASS/CALPERS FORUM		11/22/24	35.00
			Total for Department	**371.18**
MIS				
ACRONIS	ACRONIS TRUE IMAGE APP		11/22/24	99.99
ACRONIS	ACRONIS TRUE IMAGE CLOUD STORAGE		11/22/24	189.99
AMAZON.COM	IPAD SCREEN PROTECTOR		11/22/24	81.54
BEST BUY	WEBCAMERAS/WIRELESS KEYBOARDS		11/22/24	619.76
BEST BUY	COMPUTER ACCESSORIES WIRELESS KEYBOARDS/MICE		11/22/24	239.20
DOODLE	DOODLE CALENDERING APP		11/22/24	83.40
GLOBAL-E US INC. /JA	JABRA EVOLVE2 30 USB OFFICE HEADSETS		11/22/24	483.94
IMPACT COMPUTERS.COM	LAPTOP COVER SCREW KIT		11/22/24	12.76
ONTRACK	ONTRACK EASY RECOVERY APP		11/22/24	299.00
TECHSMITH	CAMTASIA PRO APP		11/22/24	499.00
TWILIO INC	TWILIO COMMUNICATION API FOR TELESTAFF		11/22/24	180.05
WAL-MART	COMPUTER ACCESSORIES		11/22/24	241.86
ZOOM	ZOOM MONTHLY SUBSCRIPTION		11/22/24	843.02
			Total for Department	**3,873.51**
Police				
ACTION TARGETS	RIFLE SIGHTING TARGET / MULTI COLOR NUMBERS & DOTS		11/22/24	492.59
AMAZON.COM	DISC BDXL 25PK		11/22/24	288.50
AMAZON.COM	REFUND BASKET ORGANIZER (2)		11/22/24	-75.75
AMAZON.COM	BASKET ORGANIZER (2) / LED LIGHTS		11/22/24	86.07
AMAZON.COM	FLASH DRIVE T31 1 TB STICK		11/22/24	97.86
AURORA TRAINING ADVA	AURORA TRAINING ADVANTAG TRAINING TUITION FOR PRC		11/22/24	219.00



WARRANT REGISTER # 32
2/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
AYRES HOTELS	AYRES HOTEL ANAHEIM TRAINING LODGING TRAINING: TRA		11/22/24	991.70
AYRES HOTELS	AYRES SUITES YORBA LIN CREDT FOR LODGING NO RECEIP		11/22/24	-100.00
CALIFORNIA POLICE CH	IN *CALIFORNIA POLICE CHIEFS TRAINING TUITION FOR		11/22/24	300.00
CATO	CATOTRAINING.ORG TRAINING TUITION PROCESSED BY SME		11/22/24	275.00
CHICK-FIL-A	CHICK-FIL-A #03764 IN HOUSE SWAT TRAINING MEAL PRC		11/22/24	380.61
COSTCO WHOLESALE	PIZZA - INVESTIGATION		11/22/24	75.05
COURTYARD BY MARRIOT	COURTYARD BY MARRIOTT •TRAINING: FIREARMS/TACTICA		11/22/24	872.44
DOMINO'S PIZZA	PIZZA - UNABLE TO BREAK DURING INVESTIGATION		11/22/24	64.87
EINSTEIN BROS BAGELS	BAGELS - INVESTIGATION		11/22/24	32.88
ENTERPRISE RENT A CA	ENTERPRISE RENT-A-CAR BACKGOUND INTERVIEW FOR HIRI		11/22/24	132.60
ENTERPRISE RENT-A-CA	ERACTOLL 469251403 TRAVEL TOLL FOR BACKGROUND INVE		11/22/24	30.90
EXXON	PROPANE REFILLS		11/22/24	15.23
HOLIDAY INN	HOLIDAY INN EXPRESS TRAINING LODGING FOR 1ST NIGHT		11/22/24	153.25
HOME DEPOT CREDIT SE	STENCIL SET / WOOD SCREWS / STAPLES PK / EXTRACTOR		11/22/24	42.71
HOME DEPOT CREDIT SE	PINALEN CLEANER (3) / SENSOR SWITCH / DECORA WALL		11/22/24	151.54
HOME DEPOT CREDIT SE	ALL PURP JOINT COMP PAIL		11/22/24	24.87
HOME DEPOT CREDIT SE	3M SCOTCHBLUE / AIR HOSE / PLUG / COUPLER / EZ LOC		11/22/24	97.17
JERSEY MIKE'S	JERSEY MIKES 20182 IN HOUSE SWAT TRAINING MEAL PRC		11/22/24	359.80
JERSEY MIKE'S	REFRESHMENTS - TRAINING		11/22/24	67.09
JERSEY MIKE'S	JERSEY MIKES 20182 HOSTING IN HOUSE SWAT TRAINING		11/22/24	55.72
LUNA GRILL	LUNA GRILL 061 CAT HOSTING IN HOUSE SWAT MEALS PRC		11/22/24	452.49
MARRIOTT	MARRIOTT SHADOW RIDGE LODGING PRC T3300 FIELD TRAI		11/22/24	786.55
MARRIOTT	MARRIOTT SHADOW RIDGE PRC T3300 TRAINING LODGING D		11/22/24	218.11
MARRIOTT	MARRIOTT SHADOW RIDGE LODGING PRC T3300 FIELD TRAI		11/22/24	304.00
PELOTON	PELOTON ALL ACCESS MEMBERSHIP		11/22/24	44.00
RING TEAM	UNKNOWN CHARGE - FRAUD CLAIM SUBMITTED WITH US BAN		11/22/24	501.00
SDCRAA	SDIA AIRPORT PARKING BACKGROUND INVESTIGATION FOR		11/22/24	76.00
SHELL	SHELL OIL 57444214605 BACKGROUND INVESTIGATION FOR		11/22/24	30.30
SMART & FINAL	REFRESHMENTS - WELLNESS TRAINING		11/22/24	65.81
SMART & FINAL	REFRESHMENTS - TRAINING		11/22/24	74.38
SOUTHWEST AIRLINES	SOUTHWES 5262578158691 FLIGHT FOR TRAINING PRC		11/22/24	377.96
SOUTHWEST AIRLINES	SOUTHWES 5262578163107 FLIGHT FOR TRAINING PRC		11/22/24	412.96
SOUTHWEST AIRLINES	SOUTHWES 5262573648258 FLIGHT FOR BACKGROUND HI		11/22/24	407.96
THE COSMOPOLITAN OF	COSMOPOL-FRONT DESK DEPOSITE WAS RETURNED TO THE C		11/22/24	-221.09
THE COSMOPOLITAN OF	COSMOPOL-FRONT DESK DEPOSITE WAS RETURNED TO THE C		11/22/24	-221.09
THE COTTAGES HOTEL	THE COTTAGES HOTEL LODGING FOR A BACKGROUND CHECK		11/22/24	279.37
THE ENGRAVING STORE	CARRY-IN / ENGRAVING / SERVICE FEE		11/22/24	137.89
THE FLAME BROILER	THE FLAME BROILER #188 BASIC CQC TRAINING MEALS FO		11/22/24	394.40

Total for Department **9,252.70**

Purchase Card Total **23,975.22**

GRAND TOTAL **4,520,556.17**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #33 for the Period of 2/07/25 through 2/13/25 in the Amount of $3,701,370.11

RECOMMENDATION:
Ratify Warrants Totaling $3,701,370.11.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 2/07/25 – 2/13/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Devaney Pate Morris	373327	57,203.86	Legal Services for Cummins Matter
Dick Miller Inc	373347	1,100,591.10	CIP 22-09 Eastside I-805 Community Green
Dick Miller Inc	373348	81,174.14	CIP 22-09 Eastside I-805 Community Green
Public Emp Retirement	250430116	370,362.05	Service Period 1/21/25 – 2/03/25

FINANCIAL STATEMENT:
Warrant Register Total $3,701,370.11

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – FY25 Warrant Register No. 33

WARRANT REGISTER # 33
2/13/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
ACE UNIFORMS & ACCES	CM RODRIGUEZ ASSIST'S JACKET- CINDY LOPEZ/LUIS	373341	2/13/25	353.42
ACE UNIFORMS & ACCES	YAMANES JACKET & ROMAN	373341	2/13/25	316.79
		Total for Department		**670.21**
Building/Planning				
		Total for Department		**0.00**
CAO				
DEVANEY PATE MORRIS	LEGAL SERVICES FOR CUMMINS MATTER	373327	2/10/25	57,203.86
		Total for Department		**57,203.86**
City Clerk				
FRIEDMAN IMAGING	OFF SITE DOCUMENT SCANNING	373329	2/10/25	5,752.04
FRIEDMAN IMAGING	OFF-SITE DOCUMENT SCANNING	373329	2/10/25	5,564.89
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	373360	2/13/25	79.44
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	373360	2/13/25	74.31
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	373360	2/13/25	171.69
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	373360	2/13/25	94.81
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	373360	2/13/25	76.88
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	373360	2/13/25	140.94
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	373360	2/13/25	130.69
		Total for Department		**12,085.69**
CMO				
HELMER, JOHN W	PHASE I OF CITY'S LOCAL COASTAL PLAN AMENDMEI	373358	2/13/25	825.00
LEAGUE OF CALIFORNIA	2025 MEMBERSHIP DUES	373363	2/13/25	20,739.00
		Total for Department		**21,564.00**
Community Services/Nutrition/Library				
AMAZON CAPITAL SERVI	U-TOOLIZE RETURNS- CORDED IMPACT DRILLER HAM	373323	2/10/25	-48.93
AMAZON CAPITAL SERVI	U-TOOLIZE RETURN - 12 GALLON VACCUM	373323	2/10/25	-249.14
AMAZON CAPITAL SERVI	U-TOOLIZE RETURNS- VERTICAL SITE I-BOX	373323	2/10/25	-46.80
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT RETURNS- SAW, TORQUE TIRE KI	373323	2/10/25	-210.11
AMAZON CAPITAL SERVI	U-TOOLIZE RETURNS POCKET HOLE JIG TOOL KIT	373323	2/10/25	-59.80
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT- TOOLS	373323	2/10/25	349.25
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT- TOOLS	373323	2/10/25	3,741.94
AMAZON CAPITAL SERVI	MLK, CAMACHO, EL TOYON/MLK OFFICE SUPPLIES/CS	373323	2/10/25	161.56
AMAZON CAPITAL SERVI	MINI HEATERS FOR OFFICE STAFF/CSD	373323	2/10/25	99.30
AMAZON CAPITAL SERVI	BARBED WIRE ARM EXTENDER FOR TRAIN ROUTE 3/(	373323	2/10/25	87.88
EXOS WORKS, INC	EXOS JUN24 PRO SVCS/CSD	373340	2/11/25	37,113.98

WARRANT REGISTER # 33
2/13/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
EXOS WORKS, INC	EXOS SEPTEMBER PROFESSIONAL SERVICES FY25/C	373340	2/11/25	29,128.38
EXOS WORKS, INC	EXOS SEPTEMBER BILLBACK INVOICES FY25/CSD	373340	2/11/25	1,157.73
EXOS WORKS, INC	EXOS OCTOBER MANAGEMENT FEES FY25/CSD	373340	2/11/25	5,460.00
EXOS WORKS, INC	EXOS OCTOBER PROFESSIONAL SERVICES FY25/CSI	373340	2/11/25	30,801.43
EXOS WORKS, INC	EXOS NOVEMBER PROFESSIONAL SERVICES FY25/C	373340	2/11/25	18,554.99
EXOS WORKS, INC	EXOS SEPTMEBER MANAGEMENT FEES FY25/CSD	373340	2/11/25	5,460.00
EXOS WORKS, INC	EXOS DECEMBER MANAGEMENT FEES FY25/CSD	373340	2/11/25	5,460.00
EXOS WORKS, INC	EXOS NOVEMBER MANAGEMENT FEES FY25/CSD	373340	2/11/25	5,460.00
EXOS WORKS, INC	EXOS AUGUST BILLBACK INVOICES FY25/CSD	373340	2/11/25	2,006.36
EXOS WORKS, INC	EXOS JULY MANAGEMENT FEES FY25/CSD	373340	2/11/25	5,460.00
EXOS WORKS, INC	EXOS JULY PROFESSIONAL SERVICES FY25/CSD	373340	2/11/25	42,388.25
EXOS WORKS, INC	EXOS AUGUST MANAGEMENT FEES FY25/CSD	373340	2/11/25	5,460.00
EXOS WORKS, INC	EXOS AUGUST PROFESSIONAL SERVICES FY25/CSD	373340	2/11/25	36,842.05
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373342	2/13/25	53.21
BAKER & TAYLOR	BAKER AND TAYLOR- 2 SPANISH BOOKS	373342	2/13/25	36.46
BAKER & TAYLOR	BAKER AND TAYLOR- MENOPAUSE, ALL COLORS OF	373342	2/13/25	58.43
BAKER & TAYLOR	BAKER AND TAYLOR- FROM HERE TO THE GREAT UN	373342	2/13/25	21.23
BAKER & TAYLOR	BAKER AND TAYLOR- 5BOOKS	373342	2/13/25	133.81
BAKER & TAYLOR	BAKER AND TAYLOR- BOOK OF BILL, SOUL OF A WITC	373342	2/13/25	42.27
BAKER & TAYLOR	BAKER AND TAYLOR- FODORS ESS., SPAIN	373342	2/13/25	41.32
BAKER & TAYLOR	BAKER AND TAYLOR- ALEGRIA EN EL MUNDO	373342	2/13/25	15.79
LASER SAVER INC	MOP 45725 TONER FOR CAMACHO REC/CSD	373361	2/13/25	359.75
			Total for Department	**235,340.59**
Engineering / PW's				
AIRGAS USA LLC	MOP 45714 SEWER MATERIALS FY25-PW/WW	373322	2/10/25	99.05
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	373330	2/10/25	43.99
GRAINGER	MOP 65179 STREET SUPPLIES FY25-PW/STS	373330	2/10/25	319.79
GRAINGER	MOP 65179 STREET SUPPLIES FY25-PW/STS	373330	2/10/25	159.90
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	373331	2/10/25	526.57
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373333	2/10/25	10.56
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373333	2/10/25	495.65
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373333	2/10/25	168.28
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373333	2/10/25	74.36
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373333	2/10/25	224.79
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	373333	2/10/25	301.71
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	373333	2/10/25	28.64
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	373334	2/10/25	76.18
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	373334	2/10/25	44.27
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	373334	2/10/25	108.55
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	373334	2/10/25	109.24
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	373334	2/10/25	81.71
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	373334	2/10/25	179.65
SAN DIEGO MECHANICAL	ANNUAL BACKFLOW TESTING FY25-PW/FAC	373335	2/10/25	12,504.00
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	373336	2/10/25	51.60
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	373336	2/10/25	92.68
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	373336	2/10/25	116.18

WARRANT REGISTER # 33
2/13/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	373336	2/10/25	220.55
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	48.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	97.12
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	48.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	76.81
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	61.93
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	95.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	48.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	48.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	48.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	48.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	2,309.05
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	95.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	102.57
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	1,009.31
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	29.40
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	95.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	48.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	48.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	48.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	155.60
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	89.03
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	120.05
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	95.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	95.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	2,498.85
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	10,246.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	101.80
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	101.80
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373337	2/10/25	968.28
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER NOV-JAN FY25-PW/V	373338	2/10/25	27.49
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373338	2/10/25	29.40
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS NOV-JAN FY25-PW/PAR	373338	2/10/25	29.40
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	373339	2/10/25	139.09
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	373339	2/10/25	402.20
BOOT WORLD	MOP 64096 WORK BOOTS FOR M. JUDGE FY25-PW/FA	373343	2/13/25	185.94
BOOT WORLD	MOP 64096 WORK BOOTS FOR V. ACOSTA FY25-PW/F	373343	2/13/25	200.00
BOOT WORLD	MOP 64096 WORK BOOTS FOR M.AVILA FY25-PW/PAR	373343	2/13/25	137.00
BOOT WORLD	MOP 64096 WORK BOOTS FOR J. BEECHER FY25-PW/	373343	2/13/25	200.00
BOOT WORLD	MOP 64096 WORK BOOTS FOR V.URIBE FY25-PW/PAR	373343	2/13/25	132.11
CLEAR WATER TECHNOLO	WATER TREATMENTS FY25-PW/FAC	373344	2/13/25	475.00
D-MAX ENGINEERING IN	CIP 19-11 CONSTRUCTION INSPECTION SERVICES	373345	2/13/25	455.34
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	373346	2/13/25	853.84
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT P	373347	2/13/25	1,100,591.10
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT P	373348	2/13/25	81,174.14
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT P	373348	2/13/25	20,724.33
EMERGENCY VEHICLE SY	NCPD LIGHTING- CAPTAIN SULLIVAN KIA SORRENTO	373350	2/13/25	4,711.41

WARRANT REGISTER # 33
2/13/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
GRAINGER	MOP 65179 STREET SUPPLIES FY25-PW/STS	373355	2/13/25	298.80
HDR ENGINEERING, INC	CIP 19-11 PARADISE CREEK AT PLAZA PH II	373357	2/13/25	10,146.25
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	373359	2/13/25	76.06
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	373359	2/13/25	73.29
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	373359	2/13/25	421.65
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	373359	2/13/25	632.27
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	373359	2/13/25	402.69
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	373359	2/13/25	279.10
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	373359	2/13/25	9.77
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	373359	2/13/25	275.50
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	373359	2/13/25	173.42
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	373359	2/13/25	246.61
LE, QUANG	T&A 90598 REFUND FOR PROJECT 1919 B AVE.	373362	2/13/25	1,500.00
LE, QUANG	T&A 90598 REFUND FOR BOND PROJECT 1919 B AVE.	373362	2/13/25	9,085.00
MASON'S SAW & LAWNMO	MOP 45729 PARK SUPPLIES FY25-PW/PARKS	373365	2/13/25	483.49
NINYO & MOORE	CIP 24-12 GEOTECHNICAL SERVICES 16TH ST AND M	373366	2/13/25	927.80
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	373367	2/13/25	38.65
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	373367	2/13/25	44.41
PACIFIC PRODUCTS & S	TRAFFIC CONTROL SUPPLIES FOR FY25-PW/STS	373369	2/13/25	1,992.30
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373370	2/13/25	66.92
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373370	2/13/25	107.71
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373370	2/13/25	21.90
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373371	2/13/25	69.93
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	373373	2/13/25	227.23
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	373374	2/13/25	410.43
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	373374	2/13/25	202.27
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373374	2/13/25	78.26
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373374	2/13/25	122.43
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373374	2/13/25	82.20
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373374	2/13/25	76.47
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373374	2/13/25	121.40
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373374	2/13/25	425.53
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373374	2/13/25	20.54
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373374	2/13/25	27.92
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373374	2/13/25	22.50
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373374	2/13/25	348.87
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373374	2/13/25	57.69
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373374	2/13/25	51.63
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	373375	2/13/25	146.19
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	373375	2/13/25	20.72
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	373375	2/13/25	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	373375	2/13/25	104.90
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	373375	2/13/25	69.51
RED WING BUSINESS	WORK BOOTS FOR R.SALES FY25-PW/WW	373376	2/13/25	200.00
RED WING BUSINESS	SAFETY BOOTS FOR R. ACEVEDO FY25-PW/EQM	373376	2/13/25	181.05
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FC	373377	2/13/25	23,088.23
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	373378	2/13/25	132.59
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	373379	2/13/25	5,400.00

WARRANT REGISTER # 33
2/13/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	373379	2/13/25	4,457.68
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	373379	2/13/25	53.75
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	373379	2/13/25	10,449.29
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	373379	2/13/25	14,036.03
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	373379	2/13/25	5,375.48
SUNBELT RENTALS, INC	PARK EQUIPMENT FY25-PW/PARKS	373381	2/13/25	358.40
VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STS	373382	2/13/25	282.48
VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STS	373382	2/13/25	1,187.41
WESTFLEX INDUSTRIAL	MOP 63850 SEWER CLEANING SUPPLIES FY25-PW/W	373383	2/13/25	122.85
WHITE CAP, LP	ROADWAY MATERIALS FY25-PW/STS	373385	2/13/25	1,630.17
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/FAC	373386	2/13/25	50.95
A REASON TO SURVIVE	4TH STREET SPIGOT ARTS PROJECT	373387	2/13/25	20,000.00
WESTPRO PLUMBING INC	PLUMBING SERVICES FY25	373388	2/13/25	22,055.78
			Total for Department	**1,384,530.30**
Finance				
FIRE PREVENTION SERV	REIMBURSEMENT FOR WEED ABATEMENT PROGR. F	373353	2/13/25	15,640.48
			Total for Department	**15,640.48**
Fire				
AMAZON CAPITAL SERVI	NOSE PLUGS MENTHOLATED - AMAZON	373323	2/10/25	106.47
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373341	2/13/25	20.46
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373341	2/13/25	394.03
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373341	2/13/25	215.45
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373341	2/13/25	23.11
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373341	2/13/25	607.26
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373341	2/13/25	330.25
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373341	2/13/25	330.25
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373341	2/13/25	40.95
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373341	2/13/25	215.49
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373341	2/13/25	215.45
E.L.A. BEDSPREADS, I	FIRE REFUND NO INSPECTION ADMINISTERED	373349	2/13/25	574.00
ESGIL LLC	PLAN CHECKS FOR FIRE, FY24-25	373351	2/13/25	1,336.50
FIRE ETC	SAFETY BOOTS FOR STATION, STRUCTURE AND WIL	373352	2/13/25	174.00
FIRE ETC	SAFETY BOOTS FOR STATION, STRUCTURE AND WIL	373352	2/13/25	212.06
FIRE ETC	SAFETY BOOTS FOR STATION, STRUCTURE AND WIL	373352	2/13/25	402.32
FIRE ETC	SAFETY BOOTS FOR STATION, STRUCTURE AND WIL	373352	2/13/25	402.32
HAMLYN WILLIAMS INC	TEMP EMPLYMT SVCS, SOA-NARDYEZDA ACOSTA WE	373356	2/13/25	860.00
HAMLYN WILLIAMS INC	TEMP EMPLYMT SVCS, SOA-NARDYEZDA ACOSTA WE	373356	2/13/25	1,139.50
SUN BADGE COMPANY IN	BELT BUCKLES FOR FIRE	373380	2/13/25	288.95
WILLY'S ELECTRONIC S	MOP#45763, 10 AWG WIRE &SPLIT LOOM1/4"	373386	2/13/25	62.80
			Total for Department	**7,951.62**
Housing / Sec 8				

WARRANT REGISTER # 33
2/13/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Department	**0.00**
Human Resources				
ACEVEDO, RENE	REIMBURSEMENT FOR EDUCATIONAL EXPENSES	373321	2/10/25	790.00
BICKMORE ACTUARIAL	SELF-INSURED GENERAL LIABILITY & WC PROGRAM	373324	2/10/25	2,600.00
BICKMORE ACTUARIAL	SELF-INSURED GENERAL LIABILITY & WC PROGRAM	373324	2/10/25	2,600.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	373325	2/10/25	106.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	373325	2/10/25	232.00
FONSECA, ERIK	LICENSE REIMBURSEMENT	373354	2/13/25	95.00
LIEBERT CASSIDY WHI	GEN LEGAL SERVICES REGARDING L	373364	2/13/25	1,022.00
			Total for Department	**7,445.00**
MIS				
			Total for Department	**0.00**
NSD				
ACE UNIFORMS & ACCES	ACE UNIFORMS CABAL	373341	2/13/25	172.40
ACE UNIFORMS & ACCES	ACE UNIFORMS FOR MOATS	373341	2/13/25	275.84
			Total for Department	**448.24**
Police				
CYRACOM INTERNATIONA	LANGUAGE LINE FOR DISPATCH FOR FY25	373326	2/10/25	32.50
LOPEZ, RUBEN G	REIM: RLOPEZ - TACTICAL RIFLE INSTRUCTOR	373332	2/10/25	441.18
OMNI PACIFIC	FURNITURE FOR POLICE DEPARTMENT	373368	2/13/25	24,427.94
PC SPECIALISTS INC	MISC MIS EQUIPMENT / PD	373372	2/13/25	56.65
			Total for Department	**24,958.27**
Risk				
			Total for Department	**0.00**
			A/P Total	**1,767,838.26**

PAYROLL

Pay period	Start Date	End Date	Check Date	
4	1/21/2025	2/3/2025	2/12/2025	**1,563,169.80**

WIRED PAYMENTS

Finance					
PUBLIC EMP RETIREMEN	SERVICE PERIOD 01/21/2025 - 02/03/2025	250430116	2/13/25	370,362.05



WARRANT REGISTER # 33
2/13/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
	GRAND TOTAL			**3,701,370.11**

AGENDA REPORT

Department: **Community Development**
Prepared by: **Marta Rios, Housing Programs Manager**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Fiscal Year 2025-2026 Streamlined Annual Public Housing Agency Plan, 2025-2029 Five-Year Public Housing Agency Plan, and Updated Section 8 Housing Choice Voucher Program Administrative Plan.

RECOMMENDATION:
Conduct the Public Hearing and Adopt a Resolution Entitled, "Resolution of the Community Development Commission-Housing Authority of the City of National City, California, Approving the Streamlined Annual Public Housing Agency Plan for Fiscal Year 2025-2026 and the 2025-2029 Five-Year Public Housing Agency Plan for Submission to the U.S. Department of Housing and Urban Development; and Adopting an Updated Housing Choice Voucher Administrative Plan."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The U.S. Department of Housing and Urban Development ("HUD"), in response to the Quality Housing and Work Responsibility Act of 1998, requires housing authorities to prepare a Section 8 Housing Choice Voucher Program Public Housing Agency ("PHA") Plan. The Public Housing Agency Plan concept is based on the consolidated planning process used for HUD's community development programs.

Like the Consolidated Plan required by HUD for jurisdictions using federal funds for housing and community development, the PHA Plan provides a planning mechanism by which the National City Housing Authority (Housing Authority") Section 8 Housing Choice Voucher and Emergency Housing Voucher Programs can examine its long-range needs and short-term needs. Specifically, the PHA Plan identifies the needs of the families that it serves and develops both long-term strategies through a Five-Year PHA Plan and short-term strategies to manage operational and participant concerns, program needs and services through a Streamlined Annual PHA Plan.

The Housing Authority is also updating its Housing Choice Voucher Program Administrative Plan ("Administrative Plan"). The Administrative Plan is set forth to define the PHA's local policies for operation of the rental housing voucher programs in accordance with federal laws and regulations. All issues related to the HCV program not addressed in the document are governed by federal regulations, HUD handbooks and guidebooks, notices, and other applicable law. The draft Housing Choice Voucher Administrative Plan is linked here: HCV Administrative Plan.

Drafts of the Streamlined Annual PHA Plan for FY 2025-2026, Five Year PHA Plan for 2025-2029, and Housing Choice Voucher Program Administrative Plan were made available for public review and comment on the National City Section 8 Program webpage, www.nationalcityca.gov/section8, and in person at the National City Housing Authority and Office of the City Clerk for a period of 45 days starting on February 7, 2025. There was no public comment received during the public review and comment period.

FINANCIAL STATEMENT:
The Housing Authority will provide 1,131 Housing Choice Vouchers and 32 Emergency Housing Vouchers in FY 2025-2026 with an annual housing subsidy value of $18.5 million and a total program budget of $20.2 million. There is no fiscal impact to the City's General Fund.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Annual PHA Plan for FY 2025-2026
Exhibit B - 2025-2029 Five Year PHA Plan
Exhibit C - Public Hearing Notice with Proof of Publication
Exhibit D – Resolution



National City Housing Authority
HOUSING CHOICE VOUCHER PROGRAM

STREAMLINED ANNUAL PUBLIC HOUSING AGENCY PLAN FOR FISCAL YEAR 2025-2026

140 E. 12th Street, Suite B
National City CA 91950-3312
(619) 336-4254— Telephone
(619) 477-3747— Facsimile
www.nationalcityca.gov
Section8@nationalcityca.gov

Streamlined Annual PHA Plan *(High Performer PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 09/30/2027

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

(1) ***High-Performer PHA*** - A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.
A.1	**PHA Name:** CDC of National City **PHA Code:** CA116 **PHA Type:** ☑ High Performer **PHA Plan for Fiscal Year Beginning:** (MM/YYYY): 07/2025 **PHA Inventory** (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) **Number of Public Housing (PH) Units** 0 **Number of Housing Choice Vouchers (HCVs)** 1131 **Total Combined** 1131 **PHA Plan Submission Type:** ☑ Annual Submission ☐ Revised Annual Submission **Availability of Information.** In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. **How the public can access this PHA Plan:** Main Administrative Office of the PHA: National City Housing Authority Section 8 Housing Choice Voucher Program 140 E 12th Street, Suite B National City, CA 91950 Main Administrative office of Local, County or State government: City of National City - City Clerk Office 1243 National City Boulevard National City, CA 91950 website: www.nationalcityca.gov

☑ **PHA Consortia:** (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV

B. Plan Elements.

B.1 **Revision of Existing PHA Plan Elements.**
(a) Have the following PHA Plan elements been revised by the PHA since its last **Annual PHA Plan** submission?

Y	N	
☐	☑	Statement of Housing Needs and Strategy for Addressing Housing Needs.
☐	☑	Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
☐	☑	Financial Resources.
☐	☑	Rent Determination.
☐	☑	Homeownership Programs.
☐	☑	Safety and Crime Prevention.
☐	☑	Pet Policy.
☐	☑	Substantial Deviation.
☐	☑	Significant Amendment/Modification.

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

(c) The PHA must submit its Deconcentration Policy for Field Office review.

B.2 **New Activities.**
(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

Y	N	
☐	☑	Hope VI or Choice Neighborhoods
☐	☑	Mixed Finance Modernization or Development.
☐	☑	Demolition and/or Disposition.
☐	☑	Conversion of Public Housing to Tenant Based Assistance.
☐	☑	Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.
☐	☑	Project Based Vouchers.
☐	☑	Units with Approved Vacancies for Modernization.
☐	☑	Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan

B.3 **Progress Report.**
Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.

See Attachment

B.4 **Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.

None

B.5	**Most Recent Fiscal Year Audit.** (a) Were there any findings in the most recent FY Audit? Y ☐ N ☑ (b) If yes, please describe:
C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y ☐ N ☒ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan,* must be submitted by the PHA as an electronic attachment to the PHA Plan. See attached
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan. See attached
C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y ☐ N ☒ If yes, include Challenged Elements.
D.	**Affirmatively Furthering Fair Housing (AFFH).**
D.1	**Affirmatively Furthering Fair Housing (AFFH).** **Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.**

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan ***(All PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing OMB No. 2577-0226 **Expires 09/30/2027**

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Carlos Aguirre, the Housing Director certify that the 5-Year PHA Plan for fiscal years 2025-2029 and/or Annual PHA Plan for fiscal year 2025 of the CA116 - CDC of National City is consistent with the Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the City of National City pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.
The goals of the PHA Plan are aimed at meeting the priority housing needs outlined in the Consolidated Plan by expanding Housing Choice Voucher utilization and to increase affordable housing to low-income families earning less than 50% AMI. Also to increase availability of service enriched housing.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official: **Carlos Aguirre**	Title: **Housing Director**
Signature:	Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Form identification: *CA116-CDC of National City form HUD-50077-SL (Form ID - 2994) printed by Marta Rios in HUD Secure Systems/Public Housing Portal at 01/29/2025 05:04PM EST*

Certification of Compliance with PHA Plan and Related Regulations *(Standard, Troubled, HCV-Only, and High Performer PHAs)*	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 09/30/2027**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan, hereinafter referred to as" the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 07/2025, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
   (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
   (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
   (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.

7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:

    - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
    - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
    - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
    - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
    - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).

9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.

18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

CDC of National City	**CA116**
PHA Name	PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 20**25**

X 5-Year PHA Plan for Fiscal Years 20**25** - 20**29**

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director	**MR Benjamin Martinez**	Name Board Chairman	**Ron Morrison**
Signature	Date	Signature	Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with P Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.



National City Housing Authority
HOUSING CHOICE VOUCHER PROGRAM

FIVE-YEAR
PUBLIC HOUSING AGENCY PLAN
2025-2029

140 E. 12th Street, Suite B
National City CA 91950-3312
(619) 336-4254— Telephone
(619) 477-3747— Facsimile
www.nationalcityca.gov
Section8@nationalcityca.gov

5-Year PHA Plan *(for All PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 09/30/2027

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-income, very low-income, and extremely low-income families.

Applicability. The Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A. PHA Information.

A.1

PHA Name: CDC of National City **PHA Code: CA116**
PHA Plan for Fiscal Year Beginning: (MM/YYYY): **07/2025**
The Five-Year Period of the Plan (i.e., 2019-2023): 2025-2029
Plan Submission Type ☑ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

How the public can access this PHA Plan: Main Administrative Office of the PHA: National City Housing Authority Section 8 Housing Choice Voucher Program 140 E 12th Street, Suite B National City, CA 91950 Main Administrative office of Local, County or State government: City of National City - City Clerk Office 1243 National City Boulevard National City, CA 91950 website: www.nationalcityca.gov

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV

B. Plan Elements. Required for all PHAs completing this form.

B.1

Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.

See attached

B.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low-income, and extremely low-income families for the next five years. See Attached
B.3	**Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. See Attached
B.4	**Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. See Attqached
C.	**Other Document and/or Certification Requirements.**
C.1	**Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. None
C.2	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the 5-Year PHA Plan? Y ☐ N ☑ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations
C.3	**Certification by State or Local Officials.** Form HUD-50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan. See attached
C.4	**Required Submission for HUD FO Review.** (a) Did the public challenge any elements of the Plan? Y ☐ N ☑ (b) If yes, include Challenged Elements.

D.	Affirmatively Furthering Fair Housing (AFFH).
D.1	**Affirmatively Furthering Fair Housing. (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)** **Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.**

Form identification: CA116-CDC of National City form HUD-50075-5Y (Form ID - 2265) printed by Marta Rios in HUD Secure Systems/Public Housing Portal at 01/23/2025 03:27PM EST

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan ***(All PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing OMB No. 2577-0226 **Expires 09/30/2027**

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Carlos Aguirre, the Housing Director certify that the 5-Year PHA Plan for fiscal years 2025-2029 and/or Annual PHA Plan for fiscal year 2025 of the CA116 - CDC of National City is consistent with the Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the City of National City pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.
The goals of the PHA Plan are aimed at meeting the priority housing needs outlined in the Consolidated Plan by expanding Housing Choice Voucher utilization and to increase affordable housing to low-income families earning less than 50% AMI. Also to increase availability of service enriched housing.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official: **Carlos Aguirre**	Title: **Housing Director**
Signature:	Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Form identification: *CA116-CDC of National City form HUD-50077-SL (Form ID - 2994) printed by Marta Rios in HUD Secure Systems/Public Housing Portal at 01/29/2025 05:04PM EST*

B.1) MISSION

Our mission is to expand the supply of quality assisted housing, provide an improved living environment, promote self-sufficiency and asset development of families and individuals, ensure equal opportunity, affirmatively further fair housing, and deter or eliminate program fraud.

B.2) GOALS AND OBJECTIVES

PHA Goal: Expand the supply of assisted housing.
Objective: Increase housing choices for families and individuals.
Apply for additional housing voucher opportunities, where applicable.

PHA Goal: Improve the quality of assisted housing.
Objective:
- Provide replacement vouchers for HCV.
- Implement the new Housing Opportunity through Modernization Act of 2016 (HOTMA) policies prior to full compliance date.
- Implement the new housing standards for inspections under the National Standard for the Physical Inspection of Real Estate (NSPIRE).
- Maintain high performer status SEMAP Score.
- Retain and improve customer satisfaction.
- Promote safe, decent and sanitary units.

PHA Goal: Increase assisted housing choices
Objective:
- Maintain current number of vouchers within funding level.
- Conduct outreach efforts to potential new landlords.
- Explore Project-Based Voucher (PBV) opportunities.

PHA Goal: Provide an improved living environment
Objective: Assists the local economy by increasing the occupancy rate and the amount of resources flowing in the community.

PHA Goal: Promote self-sufficiency and asset development of families and individuals.
Objective: Increase the number and percentage of employed persons within the assisted units.

PHA Goal: Ensure equal opportunity and affirmatively further fair housing.
Objective:
- Promote equal housing opportunities.
- Undertake affirmative action measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial

status, and disability.
- Review reasonable accommodation procedures to ensure accessible housing to persons with all varieties of disabilities.
- Ensure effective communication with persons with disabilities and persons with Limited English Proficiency.

PHA Goal: Deter and eliminate program fraud.
Objective:
- Take all steps necessary to prevent fraud, waste and mismanagement.
- Offer tenant counseling.
- Emphasize and review the definition of fraud during tenant and/or landlord orientations. Use HUD Form 1141 to describe Fraud and the consequences.

B.3) PROGRESS REPORT

PHA Goal: Expand the supply of assisted housing.
Objective: Increase housing choices for families and individuals.
Progress: The National City Housing Authority continued its leasing process to maximize the number of families assisted through the Housing Choice Voucher (HCV) and Emergency Housing Voucher (EHV) Programs.

PHA Goal: Improve the quality of assisted housing.
Objective: Provide replacement vouchers for HCV.
Progress: Once a family leaves the program, a replacement family is immediately available. Maintain safe, decent, sanitary units and improve quality of life for residents living in assisted units.

National City Housing Authority (NCHA) inspects each assisted unit at least once a year to make sure that residents are living in a unit that is decent, safe and sanitary. In 2025 NCHA will implement the new NSPIRE HCV Housing Inspections to comply with HUD's due date before October 1, 2025.

PHA Goal: Increase assisted housing choices
Objective: Maintain current number of vouchers within funding level.
Progress: Managed and monitored the utilization of vouchers and assured NCHA operated within its budget authority.

PHA Goal: Provide an improved living environment
Objective: Assists the local economy by increasing the occupancy rate and the amount of money flowing in the community.
Progress: The current occupancy rate is at 98%, thus, maximizing the number of families being assisted which turns into more spending power for residents in the community.

PHA Goal: Ensure equal opportunity and affirmatively further fair housing.
Objective: Promote equal housing opportunities.
Progress: Fair housing programs and resources are included in all voucher issuance briefings.

PHA Goal: Deter and eliminate program fraud.
Objective: Take all steps necessary to prevent fraud, waste and mismanagement.
Progress: Continued tenant counseling and providing detailed understanding of the program at briefings, annuals and moves.

B.4) Violence Against Women Act (VAWA) Goals Attachment

Background

On January 5, 2006, President Bush signed the Violence Against Women Act (VAWA) into law as Public Law 109-162. The most recent, Congress passed the Violence Against Woman Reauthorization Act of 2022 (VAWA 2022), which went into effect October 1, 2022. In response to VAWA, the National City Housing Authority (NCHA) has taken the following steps:

NCHA partners with the National City Collaborative (NCC) to provide services to individuals and families caught in domestic violence. These services include: 24-hour crisis line, legal support, transitional housing program referrals, clinical counseling, support groups, domestic violence treatment program for people who abuse, youth education and prevention programs, and volunteer training.

NCHA refers child or adult victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking to NCC or other supportive services for assistance.

NCHA has revised many of its policies and procedures so as to enable child or adult victims of domestic violence, dating violence, sexual assault, stalking or human trafficking to obtain or maintain housing.

NCC provides numerous domestic violence prevention and intervention programs and classes. Clients are referred when there is a belief that they may be victims of domestic violence, or potential victims.

VAWA Components in the Housing Choice Voucher Administrative Plan

VAWA policies are incorporated throughout the Housing Choice Voucher Administrative Plan. Those policies are summarized below:

NCHA may deny assistance to applicants if any household member is currently engaged in, or has engaged in violent criminal activity or criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity during the past five years. However, no applicant who has been a victim of domestic violence, dating violence, stalking, or human trafficking will be denied assistance if they are otherwise qualified for the program.

NCHA may terminate a participant family's assistance if any household member has violated the family's obligation not to engage in any violent criminal activity or criminal activity that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity during participation in the HCV Program.

However, no Applicant who has been a victim of domestic violence, dating violence or stalking will have their assistance terminated if they are otherwise qualified for the program.

Any incident or incidents of actual or threatened domestic violence, dating violence, stalking, or human trafficking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy or occupancy rights of the victim.

NCHA may terminate the assistance of an individual family member to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, stalking, or human trafficking to family members or others without terminating the assistance or evicting victimized lawful occupants.

There is no limitation on the ability of the NCHA to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, stalking, or human trafficking, other than the victim may not be subject to a "more demanding standard" than non-victims. NCHA will require certification by the victim of the victim status on such forms as the NCHA and/or HUD shall prescribe or approve.

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date.

If the family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted.

Violence Against Women Act (VAWA) Policy

Purpose and Applicability

The purpose of this policy is to implement the applicable provisions of the violence against women and department of justice reauthorization act of 2022 and more generally to set forth the NCHA's policies and procedures regarding domestic violence, dating violence, stalking, and human trafficking, as hereafter defined.

The policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, stalking, or human trafficking as well as female victims of such violence.

Goals and Objectives

This policy and the following goals and objectives:

Maintaining compliance with all applicable legal requirements imposed by VAWA;

Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, stalking or human trafficking who are assisted by NCHA; Providing and maintaining housing opportunities for victims of domestic violence, dating violence, stalking, or human trafficking; Creating and maintaining collaborative arrangements between NCHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, stalking, and human trafficking, who are assisted by NCHA; and taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by NCHA.

Other NCHA Policies and Procedures

This Policy shall be referenced in and incorporated in and made a part of NCHA's Admission and Continued Occupancy Policy. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of NCHA, the provisions of this Policy shall prevail.

Definitions

As used in this Policy:

Domestic Violence – The term "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence – means violence committed by a person- who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, the frequency of interaction between the persons involved in the relationship.

Stalking - means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of death of, or serious bodily injury to, or to cause substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

Immediate Family Member - means, with respect to a person - a spouse, parent, brother, sister or child of that person, or an individual to whom that person stands in loco

parentis; or any other person living in the household of that person and related to that person by blood or marriage.

Perpetrator -means person who commits an act of domestic violence, dating violence, stalking, or human trafficking against a victim.

Admissions and Screening

Non-Denial of Assistance. NCHA will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, stalking, or human trafficking, provided that such person is otherwise qualified for such admission.

Termination of Tenancy or Assistance

VAWA Protections. Under VAWA, public housing residents have the following specifications, which will be observed by NCHA. An incident or incidents of actual or threatened domestic violence, dating violence, stalking, or human trafficking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

In additions to the foregoing, tenancy or assistance will not be terminated by NCHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

Nothing contained in this paragraph shall limit any otherwise available authority of NCHA or to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, stalking, or human trafficking in question against the tenant or a member of the tenant's household.

However, in taking any such action, the NCHA may apply a more demanding standard to the victim of domestic violence, dating violence, stalking, or human trafficking than that applied to other tenants.

Nothing contained in this paragraph shall be construed to limit the authority of NCHA to evict or terminate from assistance any tenant or lawful applicant if the NCHA can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

Removal of Perpetrator.

Further, notwithstanding anything in paragraph Vl.A.2. or Federal, State or local law to the contrary, HACNC, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by NCHA.

Verification of Domestic Violence, Dating Violence or Stalking

Requirement for Verification. The law allows, but does not require, NCHA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. NCHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by NCHA. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

HUD-approved form - by providing the NCHA a written certification, on a form approved by U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question must be described in reasonable detail as required in the HUD approved form, and the completed certification must include the name of the perpetrator.

Other documentation – by providing to NCHA documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, stalking, or human trafficking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, stalking, or human trafficking described in the documentation must also sign and attest to the documentation under penalty of perjury.

Police or court record – by providing to NCHA a Federal, State, tribal, territorial, or

local police or court record describing the incident or incidents in question.

Time allowed to provide verification/failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, stalking, or human trafficking, and who is requested by NCHA, to provide verification, must provide such verification within 14 business days *(i.e., calendar days, excluding Saturdays, Sundays, and federally-recognized holidays)* after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

Waiver of verification requirement.

The Executive Director of NCHA may with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case of cases, regardless of similarity in circumstances.

Confidentiality

Right of confidentiality. All Information (including the fact that an individual is a victim of domestic violence, dating violence, stalking, or human trafficking) provided to NCHA in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is: Requested or consented to by the individual in writing, or required for use in a public housing eviction proceeding, as permitted in VAWA, or otherwise required by applicable law

Notification of rights. All tenants of public housing shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality. Transfer to New Residence *Application for transfer. "Emergency Transfer Plan for Victims of Domestic Violence".* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, stalking, or human trafficking, NCHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence, stalking, or human trafficking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

Action on Applications. NCHA will act upon such an application promptly.

No right to transfer. NCHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action.

Court Orders/Family Break-Up

Court Orders. It is NCHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by NCHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

Family Break-Up. Other NCHA policies regarding family break-up are contained in NCHA's Administrative Plan.

Notification

NCHA shall provide written notification to applicants, tenants, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

Relationship With Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, stalking, or human trafficking.

Amendment

This policy may be amended from time to time by NCHA as approved by the NCHA Board of Commissioners.

Definition of Substandard Deviation and Significant Change or Modification

Substandard deviation: The following actions would be considered a substantial deviation from the 5-year plan:

- Change to the target population included in the adopted plan. Decisions to change the process for accepting applications to the Housing Choice Voucher Program.

- Decision to change Priority of Preference Criteria for the Housing Choice Voucher Program.

It will not be considered a substantial deviation from the plan:

- To choose another course of action not specifically spelled out in the plan to meet the established goals.
- To meet goals of the program to assist low-and moderate-income population in a manner not discussed in the adopted plan.
- To increase or decrease the Payment Standard (PS) (within budget authority) based on, (1) in the case of an increase to the PS, unforeseen increases in rents or inability of tenants to rent units within the program rules or (2) in the case of decreases to the PS, reductions in the budget authority awarded by HUD.
- To make modifications to the Administrative Plan which improve the access to the program by applicants and participants or clarification of new issues in order to provide a consistent implementation of the rules.
- To incorporate new procedures brought about by new regulations or clarification of regulations by HUD.
- To make changes to parts of the plan, which are found to be inconsistent with regulations. To make changes required by statute or regulation that need to take place before a consultative process can take place. Changes in the Standard Operating Procedures that do not involve policy decisions.

Significant change or modification:

A significant change or modification is defined as discretionary changes in the plan or policies of the housing authority that fundamental changes the mission, goals, objectives or plans of the agency which require the formal approval of the Board of Commissioners. Other similar circumstances will be treated as defined above. Those items which are considered a substantial deviation would require Board Approval at a Regular Meeting of the Housing Authority Board of Commissioners and submission to HUD at the next annual submission, where a report will be given of policies changed since the last submission of the Plan. Where feasible on discretionary issues, the Housing Authority will make an effort to consult with the Resident Advisory Committee prior to bringing the issue to the Board.

Small Area Fair Market Rent (SAMFR)

The Small Area Fair Market Rent (SAFMR) Final Rule was published on November 16, 2016 and became effective on January 17, 2017. Under the final rule, the use of Small Area FMRs is required in the administration of the HCV Program for certain metropolitan areas, including San Diego-Carlsbad, CA MSA, beginning on October 1, 2017. Although HUD has suspended the implementation of the SAFMR, it was reinstated effective January 1, 2018. The purpose of this rule is to establish a more effective means for HCV tenants to move into areas of higher opportunity and lower poverty by providing the tenants with a subsidy adequate to make such areas accessible and,

consequently, help reduce the number of voucher families that reside in areas of higher poverty concentration.

National City	**FY2025**	**Payment Standards**		
Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
$1,664	$1,827	$2,258	$3,014	$3,675
FY2025 SAFMR's By Unit Bedrooms				
Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
$1,600	$1,740	$2,150	$2,870	$3,500

NOTICE OF PUBLIC HEARING

Community Development Commission-Housing Authority of the City of National City
Annual Public Housing Agency (PHA) Plan for Fiscal Year 2026
and the Five Year PHA Plan for Fiscal Years 2025-2029

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Community Development Commission-Housing Authority of the City of National City will hold a public hearing on April 1, 2025, at 6:00 p.m., in the National City Council Chambers located at 1243 National City Boulevard, National City, California. The purpose of the public hearing is to gather input on the Streamlined Annual PHA Plan for Fiscal Year 2026 and the 5-Year PHA Plan. The Annual and Five Year PHA Plan will be released for a 45-day public review and comment period on or about February 14, 2025.

The PHA Plans are a comprehensive guide to the Section 8 Housing Choice Voucher Program (HCV) policies, programs, operations, and strategies for meeting local housing needs and goals. The Streamlined Annual PHA Plan is submitted to HUD annually. The Section 8 HCV Administrative Plan is also subject to review as part of the Streamlined Annual PHA Plan and governs the Housing Authority's administration of its Section 8 HCV Program.

The referenced and supporting documents will be available for public review after February 14, 2025 at the following locations and on the City of National City website:

CDC, Housing Authority of the City of National City
Section 8–Housing Choice Voucher Program
140 E. 12th Street, Suite B
National City CA 91950

City of National City – City Hall
(City Clerk)
1243 National City Blvd
National City CA 91950

Written comments may be submitted prior to the public hearing and during the 45-day comment period ending on or about April 1, 2025, to: CDC, Housing Authority of the City of National City Section 8 - Housing Choice Voucher Program, Attn: Marta Rios, Housing Programs Manager; 140 E. 12th Street, Ste. B, National City CA 91950, PH (619) 336-4259, Fax (619) 477-3747 or email to mrios@nationalcityca.gov

DATED: January 27, 2025

Date of Publication: January 31, 2025

NOTICE OF PUBLIC HEARING

Community Development Commission-Housing Authority of the City of National City Annual Public Housing Agency (PHA) Plan for Fiscal Year 2026
and the Five Year PHA Plan for Fiscal Years 2025-2029

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DATED: January 27, 2025

Shelley Chapel, MMC, City Clerk
Published in the Star News February 7, 2025
CV149697 2/7/2025

AFFP
149697 PHA Plan - Hussain

Affidavit of Publication

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of THE STAR-NEWS, a newspaper of general circulation, published ONCE WEEKLY in the city of Chula Vista and the South Bay Judicial District, County of San Diego, which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of January 18, 1973, Case Number 71752; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

January 31, 2025

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Subscribed to and sworn by me this 31st day of January 2025.

Chula Vista, San Diego County, California

00003581 00149697

CV-CITY OF NATIONAL CITY (CLERK)
1243 NATIONAL CITY BLVD.
NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

Community Development Commission-Housing Authority of the City of National City
Annual Public Housing Agency (PHA) Plan for Fiscal Year 2026
and the Five Year PHA Plan for Fiscal Years 2025-2029

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Community Development Commission-Housing Authority of the City of National City will hold a public hearing on April 1, 2025, at 6:00 p.m., in the National City Council Chambers located at 1243 National City Boulevard, National City, California. The purpose of the public hearing is to gather input on the Streamlined Annual PHA Plan for Fiscal Year 2026 and the 5-Year PHA Plan. The Annual and Five Year PHA Plan will be released for a 45-day public review and comment period on or about February 14, 2025.

The PHA Plans are a comprehensive guide to the Section 8 Housing Choice Voucher Program (HCV) policies, programs, operations, and strategies for meeting local housing needs and goals. The Streamlined Annual PHA Plan is submitted to HUD annually. The Section 8 HCV Administrative Plan is also subject to review as part of the Streamlined Annual PHA Plan and governs the Housing Authority's administration of its Section 8 HCV Program.

The referenced and supporting documents will be available for public review after February 14, 2025 at the following locations and on the City of National City website:

CDC, Housing Authority of the City
of National City
Section 8–Housing Choice Voucher Program
140 E. 12th Street, Suite B National City, CA 91950
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1243 National City Blvd National City, CA 91950

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DATED: January 27, 2025

Shelley Chapel, MMC, City Clerk
Published in the Star News February 7, 2025
CV149697 2/7/2025

RESOLUTION NO. 2025-

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE STREAMLINED ANNUAL PUBLIC HOUSING AGENCY PLAN FOR FISCAL YEAR 2025-2026 AND THE 2025-2029 FIVE-YEAR PUBLIC HOUSING AGENCY PLAN FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ADOPTING AN UPDATED HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

WHEREAS, on October 21, 1998, the U.S. Congress enacted Public Law 105- 276, known as the Quality Housing and Work Responsibility Act ("QHWRA") requiring housing authorities to adopt and amend an Administrative Plan and submit a Public Housing Agency Annual Plan; and

WHEREAS, the Streamlined Public Housing Agency Annual Plan and the Five-Year Public Housing ("PHA") Plan provides details about the Community Development Commission-Housing Authority of the City of National City's ("CDC-HA") immediate operations, program participants, programs, and services of its short-term (i.e., Annual Plan) and long-term strategies (i.e., Five-Year Plan). These Plans also identify the CDC-HA's strategy for handling operational concerns, resident concerns and needs, programs, and services; and

WHEREAS, the CDC-HA is also proposing updates to its Housing Choice Voucher Program Administrative Plan ("Administrative Plan"). The Administrative Plan is set forth to define the PHA's local policies for operation of the rental housing voucher programs in accordance with federal laws and regulations. All issues related to the HCV program not addressed in the Administrative Plan are governed by federal regulations, HUD handbooks and guidebooks, notices, and other applicable law; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") requires a Public Hearing to be held to receive public input; and

WHEREAS, on April 1, 2025, a Public Hearing was held for the Streamlined Annual PHA Plan for Fiscal Year (FY) 2025-2026 and the 2025-2029 Five-Year PHA Plan; and

WHEREAS, the Resident Advisory Board, composed of all Section 8 Housing Choice Voucher participants and the public was given an opportunity to review and comment on the proposed PHA plans and Housing Choice Voucher Program Administrative Plan and no recommendation or comments were received regarding the proposed plans.

NOW, THEREFORE, THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOW:

Section 1: That the Community Development Commission – Housing Authority hereby approves the Annual Public Housing Agency Plan for FY2025-2026 and the 2025-2029 Five-Year Housing Agency Plan to the U.S. Department of HUD.

Section 2. That the Community Development Commission – Housing Authority hereby approves the submittal of the Annual Public Housing Agency Plan for FY 2025-2026 and the 2025-2029 Five-Year Housing Agency Plan by the Executive Director to the U.S. Department of Housing and Urban Development (HUD).

Section 3. That the Community Development Commission – Housing Authority hereby authorizes the Executive Director or their designee to execute the Streamlined Annual Public Housing Agency Plan for FY2025-2026 and 2025-2029 Five-Year Public Housing Agency Plan, and execute any and all appropriate documents, including certifications, and agreements, related to the implementation and ongoing administration of the proposed Streamlined Annual Public Housing Agency Plan for FY2025-2026 and 2025-2029 Five-Year Public Housing Agency Plan.

Section 4: That the Community Development Commission – Housing Authority approves and adopts the updated Housing Choice Voucher Program Administrative Plan, effective July 1, 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.

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PASSED AND ADOPTED this 1st day of April, 2025

_____
Ron Morrison, Chairman

ATTEST:

_____
Shelley Chapel, Secretary

APPROVED AS TO FORM:

_____
Barry J. Schultz, General Counsel

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Walter Amedee, Emergency Manager**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Introduction and First Reading of an Ordinance Amending Chapter 15.29 of the National City Municipal Code Establishing a Fire Inspection Program

RECOMMENDATION:
Introduce the Ordinance by First Reading, Entitled, "An Ordinance of the City Council of the City of National City, California, Amending Chapter 15.29 of the National City Municipal Code to Establish an Annual and Biennial Fire Inspection Program as Well as a Self-Inspection Program for Low-Risk Commercial Businesses."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The National City Fire Department performs fire inspections under the direction of the Division Chief/Fire Marshal. The Community Risk Reduction Division consists of one Division Chief/Fire Marshal, one Deputy Fire Marshal, three Fire Inspectors, and one Administrative Secretary. Fire inspections are critical for maintaining public safety by ensuring compliance with the California Fire Code, California Code of Regulations - Title 24, Part 9, based on the International Fire Code.

The Community Risk Reduction Division's primary goal is to prevent fires before they occur. This goal is achieved by ensuring existing and newly constructed properties have appropriate fire protection and life safety systems. The Department's fire inspection program is essential in reducing risks to the community, supported by comprehensive training standards that align with National Fire Protection Association (NFPA), California Fire Code, and National City Municipal Code (NCMC).

The Community Risk Reduction Division utilizes three Fire Inspectors and a Deputy Fire Marshal to conduct inspections, covering approximately 2,743 properties annually. National City, with a population of 57,000 over 9.12 square miles, includes a diverse array of structures such as industrial facilities, commercial properties, residential areas, and historically significant buildings. The City receives fees to cover the costs of the inspections. These fees vary by business type and size.

Annual Fire Inspections

Fire inspections are essential for identifying and mitigating fire hazards. State law requires all hotels, motels, lodging houses, apartment houses, schools, hospitals, jails and high-rises to be

inspected annually. There are additional high-risk facilities, due to the nature of their operations and occupancy levels that should be inspected annually in order to mitigate fire hazards and ensure health and safety. It is recommended by staff that the following occupancies in National City receive annual fire inspections:

Group A – The use of a building or structure, or a portion thereof, for the gathering of persons for purposes such as civic, social, or religious functions; recreation, food or drink consumption; or awaiting transportation or motion Picture and Television Production Studio Sound Stages.

Group B – "Restaurants Only" – Includes among others, the use of a building or structure, or a portion thereof, that involves the use of open flames.

Group C – Programs and facilities established for the purpose of providing an outdoor group living experience with social, spiritual, education, or recreational objective for five days or more.

Group F – Includes, among others, the use of a building or structure, or a portion thereof, for assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair, or processing operations.

Group H – Includes among others, the use of building or structure, or portion thereof, that involves the manufacturing, processing, generation, or storage of materials that constitute a physical or health hazard in quantities in excess of those allowed in controlled areas.

Group I – Includes, among others, the use of a building or structure, or a portion thereof, in which people, cared for or living in a supervised environment and having physical limitations because of health or age are harbored for medical treatment or other care or treatment, or in which people are detained for penal or correctional purposes or in which the liberty of the occupancy is restricted.

Group L – A room, building, or area where the use and storage of hazardous materials are utilized for testing, analysis, instruction, research, or developmental activities.

Group M – Among others, the use of a building or structure, or portion thereof, for the display and sale of merchandise, and involving stocks of goods, wares or merchandise incidental to such to purposes and accessible to the public.

Group S – Includes among others, the use of a building or structure, or a portion thereof, for storage that is not classified as a hazardous occupancy.

These properties present significant fire risks due to their high occupancy levels, sensitive populations (e.g., elderly residents) etc., or potential hazards related to industrial activities. Regular inspections are necessary to maintain fire safety and protect these vulnerable sectors of the community. Inspections of these occupancy types would be subject to an annual fee.

Proposed Business Self-Inspection Program

To balance resources and enhance fire safety compliance, the Fire Department proposes the implementation of a Business Self-Inspection Program. This program would allow low-risk commercial businesses to conduct yearly self-inspections, focusing on easily manageable fire safety measures such as ensuring fire extinguishers are serviced, exits are clear, and storage is

properly maintained around fire protection equipment. Business owners/managers could request the assistance of a fire inspector, if desired. A fee would be charged for this service.

A Business Self-Inspection Form will be developed to guide business owners through the process. The form will include a checklist of basic fire safety requirements that can be easily verified by the business owners. The form will also be designed to be user-friendly and provide clear instructions on how to correct any deficiencies. To ensure widespread participation and compliance, the Business Self-Inspection Form will be distributed with the annual business license renewal process. Business will be encouraged to complete the Self-Inspection Forms but it will not be required.

Biennial In-Person Fire Inspections

In addition to the Business Self-Inspection Program, the Fire Department will conduct an in-person fire inspection every two years for all businesses not subject to annual fire inspections. This biennial fire inspection ensures that fire safety standards are consistently upheld and allows the department to identify and address any issues that may not be visible through self-assessment alone. These businesses would be subject to a biennial fire inspection fee.

This approach would allow the Fire Department to focus its resources on Target Hazards and higher-risk properties while maintaining a strong level of fire safety compliance across all commercial businesses.

FINANCIAL STATEMENT:
The fees charged for conducting fire safety inspections offset the cost for performing the service. Under the proposed revisions to Chapter 15.29 of the NCMC, staff expects, at full implementation, the annual revenue from the fire inspection fees to be approximately $453,350.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
First Reading

EXHIBITS:
Exhibit A - Ordinance
Exhibit B – Strikethrough/underline version of NCMC 15.29

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CHAPTER 15.29 OF THE NATIONAL CITY MUNICIPAL CODE TO ESTABLISH AN ANNUAL AND BIENNIAL FIRE INSPECTION PROGRAM AS WELL AS A SELF-INSPECTION PROGRAM FOR LOW-RISK COMMERCIAL BUSINESSES

WHEREAS, the City of National City (the "City") may adopt ordinances in accordance with its police powers to ensure the public health, welfare, and safety of its residents, including the police powers vested in the City pursuant to article XI, section 7, of the California Constitution; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, City staff and the City Attorney's Office have analyzed the National City Municipal Code and are recommending updates where appropriate; and

WHEREAS, fire inspections are used to assess a building's fire safety measures by identifying potential life, property, and environmental hazards, and ensuring that all necessary fire safety codes and standards are being followed; and

WHEREAS, the City desires to protect the health, life, and safety of National City citizens and patrons and proposes to establish an annual fire inspection of businesses with certain types of occupancies and establish a self-inspection program for low-risk commercial businesses that do not require annual inspections.

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 amends Chapter 15.29 of the National City Municipal Code to read as set forth in Exhibit B attached to the Agenda Report.

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, 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: That the City Clerk shall certify to the adoption of this Ordinance and publish it in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, held on this 1st day of April, 2025.

PASSED and ADOPTED this ____th day of _____, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

Chapter 15.29 FIRE INSPECTIONS~~SAFETY~~

15.29.010 Purpose~~Definition~~.

Fire inspections are used to assess a building's fire safety measures by identifying potential ~~fire~~ life, property, and environmental hazards, and ensuring that all necessary fire safety codes and standards are being followed. Fire inspections often uncover dangerous conditions that could lead to life threatening emergencies. These inspections are essential for identifying and mitigating fire hazards within the City of National City. In order to ensure the protection of health, life and safety of National City citizens and patrons, the purpose of this chapter is to establish annual fire inspections of businesses with certain types of occupancy classifications and establish a self-inspection program for low-risk commercial businesses that do not require annual inspection. This chapter shall be interpreted in a manner that is consistent with applicable state and federal law. ~~"B-2" and "R-1" occupancies, as used in this chapter, mean those businesses as defined in Section 9.117 of the Uniform Fire Code.~~

~~(Ord. 1811 § 2, 1984)~~

15.29.020 Definitions~~Establishment of self-inspection program~~.

Whenever in this chapter the following terms are used, they shall be deemed and construed to have the meaning ascribed to such respective terms in this section.

A. "Building Occupancies" pursuant to the 2022 California Code of Regulations, as amended from time to time:

1. Group A – includes among others, the use of a building or structure or portion thereof, for the gathering of persons for purposes such as civic, social or religious functions; recreation, food or drink consumption; or awaiting transportation or motion picture and television studio sound stages, approved production facilities and production locations.
2. Group B – includes among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts.
3. Group C – includes a site with programs and facilities established for the purpose of providing an outdoor group living experience with social, spiritual, educational, or recreational objectives, for five days or more during one or more seasons of the year.
4. Group F – includes among others, the use of a building or structure, or a portion thereof, for assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair or processing operations.
5. Group H – includes among others, the use of a building or structure, or portion thereof, which involves the manufacturing, processing, generation, or storage of materials that constitute a physical or health hazard in quantities in excess of those allowed in control areas.
6. Group I – includes among others, the use of a building or structure, or a portion thereof, in which people, cared for or living in supervised environment and having physical limitations because of health or age are harbored for medical treatment or other care or treatment, or in which people are detained for penal or correctional purposes or in which the liberty of the occupants is restricted.

7. Group L – includes the use of a building or structure, or a portion thereof, containing one or more laboratory suites for the use and storage of hazardous materials are utilized for testing, analysis, instruction, research or development activities.

8. Group M – includes among others, the use of a building or structure, or portion thereof, for the display and sale of merchandise, and involving stocks of goods, wares or merchandise incidental to such purposes and accessible to the public.

9. Group S –m includes among others, the use of a building or structure, or a portion thereof, for storage that is not classified as a hazardous occupancy.

~~A.~~ "Community Risk Reduction Division" consists of one Division Chief/Fire Marshal, one Deputy Fire Marshal, three Fire Inspectors, and one Administrative Secretary. The Community Risk Reduction Division's primary goal is to prevent fires before they occur. This goal is achieved by ensuring existing and newly constructed properties, implement minimum requirements consistent with national recognized standards in order to safeguard the health and safety of the general public. ~~have appropriate fire protection and life safety systems.~~

~~For the purpose of providing and maintaining functions necessary for the prevention of fire and for the protection of life and property from fire and panic, the city council establishes a business fire safety self-inspection program assuring that certain "B-2" and "R-1" occupancies within the city are inspected on an annual basis for fire safety.~~

~~(Ord. 1811 § 1, 1984)~~

15.29.030 Annual Fire Inspections~~Function of self-inspection program~~.

A. Pursuant to state law, all hotels, motels, lodging houses, apartment houses (multi-family), schools (public and private), ~~and~~ hospitals, jails, and high-rises, shall be inspected annually by the Community Risk Reduction Division (California Health & Safety Code Sections 17621 (b), 13146.3, ~~and~~ 13146.1, and 13217 as amended).

B. Additional properties in National City including, but not limited to high-risk facilities, mixed-use commercial and public buildings are required to submit to a formal fire inspection annually by the Community Risk Reduction Division. Annual fire inspections are required for the following building occupancies:

1. Group A

2. Group B

    i. Restaurants that utilize an open flame only. Other Group B occupancies do not require annual fire inspections.

3. Group C

4. Group F

5. Group H

6. Group I

7. Group L

8. Group M

9. Group S

C. Annual fire inspections will be subject to a fire inspection fee. See City's Fee Schedule for annual fire inspection fee.

~~A.~~D. Failure to submit to an annual fire inspection as required by this section, may result in administrative citations pursuant to Chapter 1.44 of the National City Municipal Code.

~~A. The National City fire department's suppression/rescue personnel and fire prevention bureau personnel shall deliver by hand or by mail its "Self-Inspection Worksheet" and "Business and Emergency Record" forms to each "B-2" and "R-1" occupancy included in the business fire safety self-inspection program within the city on an annual basis.~~

~~B. The owner or manager of the occupancy or person in highest authority in the occupancy shall within thirty days inspect each occupancy, complete the forms mentioned in subsection A of this section, correct all deficiencies, and return the same to the National City fire department. All deficiencies observed shall be reported on the forms and corrected prior to returning the forms to the National City fire department.~~

~~(Ord. 1811 § 3, 1984)~~

15.29.040 Biennial Fire Inspections.

The Community Risk Reduction Division will conduct in-person fire inspections every two years for all other businesses not subject to Section 15.29.030. This biennial fire inspection ensures that fire safety standards are consistently upheld and allows the department to identify and address any issues that may not be visible through self-assessment alone. Businesses will be subject to a biennial fire inspection fee.

15.29.050 Business Self-Inspection Program~~Failure to comply—Issuance of citation~~.

To enhance fire safety compliance, building occupancies that ~~are~~ do not require an annual fire inspection but are subject to biennial fire inspections, are encouraged to conduct a yearly self-inspection. This program encourages low-risk commercial business to conduct self-inspections, focusing on easily manageable fire safety measures such as, but not limited to, ensuring fire extinguishers are serviced~~s~~, exits are clear, and storage is properly maintained around fire protection equipment. Self-inspection forms ~~can~~ will be mailed ~~sent~~ to the business annually. ~~be found on the _____.~~ Self-inspections are self-certifying and are not required to be submitted to the City. Business and property owners may request a fire inspection from the Community Risk Reduction Division at any time and will be subject to an inspection fee~~. Additional inspection fees may apply~~

~~Any person who fails to comply with the requirements to inspect the premises, complete the forms, and correct all deficiencies noted within the thirty-day period specified in Section 15.29.030, shall be guilty of a misdemeanor, and the fire department may cause to be issued a citation for violation of the terms of this chapter pursuant to the authority given to the city.~~

~~(Ord. 1811 § 4, 1984)~~

AGENDA REPORT

Department: **Community Development**
Prepared by: **Martin Reeder, AICP – Asst. Director of Community Development**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Introduction of Ordinance Amending Chapter 9.60 of the National City Municipal Code to Expand Operating Hours for Store Front Cannabis Retail Facilities.

RECOMMENDATION:
Introduce Ordinance Entitled: "An Ordinance of the City Council of the City of National City, California, Amending Chapter 9.60 'Commercial Cannabis Activity' of the National City Municipal Code to Modify Operating Hours for Store Front Retail Facilities."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In response to a Policy 105 Request by Vice-Mayor Bush following a meeting with Sessions by the Bay, a cannabis consumption lounge, the City Council requested that consideration of modifying hours of operation for licensed cannabis retailers in National City be placed on the Council agenda for discussion and consideration. This request was presented at the February 18, 2025 City Council meeting, where it was voted on and approved for placement on the March 4, 2025 agenda for discussion. At the March 4, 2025 meeting, the City Council directed staff to return with an ordinance amending operating hours for store front cannabis retailers in alignment with the state.

The current National City Municipal Code (NCMC) Section 9.60.250(G) limits operating hours for store front cannabis retailers from nine a.m. to nine p.m. daily. The proposed amendment would expand retail operating hours to six a.m. to ten p.m., consistent with California State law, which allows cannabis retailers to operate within these hours. This change is intended to:

- Align local regulations with State law, promoting consistency for cannabis businesses operating in National City.
- Support economic growth by allowing cannabis retailers to maximize operational hours.
- Enhance community safety and compliance by regulating hours uniformly across all licensed cannabis retailers.

This amendment will affect all licensed cannabis retailers operating within National City. It does not increase the number of cannabis licenses or modify any other operational regulations. The amendment strictly pertains to operating hours. Similarly, this amendment does not modify operating hours for non-store front (delivery) retail facilities.

The ordinance proposes to amend *NCMC Section 9.60.250(G)* to read:

“Operating hours of the Store Front Retailer License shall be limited to the hours of six a.m. through ten p.m., seven days a week.”

For reference, other cities in San Diego County that permit retail cannabis sales and allowed hours are as follows:

San Diego – 6 a.m. to 10 p.m.
Chula Vista – Same as state (6 a.m. to 10 p.m.)
Imperial Beach – 8 a.m. to 10 p.m.
La Mesa – 7 a.m. and 9 p.m.
Lemon Grove – 6 a.m. to 10 p.m. or as specified with a CUP
Oceanside – Per approved CUP
Vista – 6 a.m. to 10 p.m.
Encinitas – 7 a.m. and 9 p.m.

FINANCIAL STATEMENT:
There is no direct financial impact on the City’s General Fund from this ordinance. Indirect economic benefits may be realized through increased sales tax revenue from extended operational hours for cannabis retailers.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
First Reading

EXHIBITS:
Exhibit A – Ordinance Redline
Exhibit B – Draft Ordinance

9.60.250 Additional operating requirements for store front retail facilities.

A. Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of eighteen years. If the potential customer is eighteen to twenty years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (medical cannabis card). For adult use or recreational purchases, retailers shall verify that all customers are twenty-one years of age or older for the purchase of cannabis or cannabis products.

   1. Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least twenty-one years of age.

   2. Notwithstanding Section 9.60.250(A)(1), individuals who are at least eighteen years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

   3. All individuals seeking access to the commercial cannabis retail business must show their government-issued identification, and, if appropriate, doctor's recommendation of Medical Cannabis card, in order to gain access into the retailer. These documents must also be shown at the point of sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

B. Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retailer to separate it from the reception/lobby area.

C. Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

D. All restroom facilities shall remain locked and under the control of management.

E. Limited Access Areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least twenty-one years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the city manager or their designee upon request.

F. Microbusiness Commercial Activity. All cultivation, manufacturing, distribution, and retail activities performed by a licensee under a Type 12-Microbusiness permit shall occur on the same licensed premises. Areas of the premises for manufacturing and cultivation shall be separated from the distribution and retail areas by a wall and all doors between the areas shall remain closed when not in use.

G. Operating hours of the Store Front Retailer License shall be limited to the hours of six~~nine~~ a.m. through ten~~nine~~ p.m., seven days a week.

H. Store Front/Retail Security Requirements. All provisions incorporated within Section 9.60.230(M) of this chapter (security requirements), are directly applicable to and binding on all commercial cannabis businesses, including all store front/retail businesses. Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if permitted by San Diego County sheriff's department and authorized by the chief of police.

(Ord. No. 2021-2487, 5-4-2021)

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CHAPTER 9.60 "COMMERCIAL CANNABIS ACTIVITY" OF THE NATIONAL CITY MUNICIPAL CODE TO MODIFY OPERATING HOURS FOR STORE FRONT RETAIL FACILITIES.

WHEREAS, Chapter 9.60 of the National City Municipal Code regulates the cultivation, processing, manufacturing, testing, sale, delivery, distribution, and transportation of cannabis and cannabis products to protect the health, safety, and welfare of the residents of the City of National City ("City"); and

WHEREAS, the regulations of Chapter 9.60 include operating requirements for various types of cannabis businesses, including limitations on operating hours for store front retail facilities; and

WHEREAS, the proposed amendments to Chapter 9.60 of the National City Municipal Code would modify the operating hours for store front retail facilities to expand such hours to 6:00 a.m. to 10:00 p.m., consistent with state law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

Section 1: That the City Council hereby amends Chapter 9.60 of the National City Municipal Code, entitled "Commercial Cannabis Activity," by amending section 9.60.250 to read as follows:

9.60.250 Additional operating requirements for store front retail facilities.

A. Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of eighteen years. If the potential customer is eighteen to twenty years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (medical cannabis card). For adult use or recreational purchases, retailers shall verify that all customers are twenty-one years of age or older for the purchase of cannabis or cannabis products.

1. Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least twenty-one years of age.

2. Notwithstanding Section 9.60.250(A)(1), individuals who are at least eighteen years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

3. All individuals seeking access to the commercial cannabis retail business must show their government-issued identification, and, if appropriate, doctor's recommendation of Medical Cannabis card, in order to gain access into the retailer. These documents must also be shown at the point of sale station at the time of

purchase. Doctor recommendations are not to be obtained or provided at the retail location.

B. Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retailer to separate it from the reception/lobby area.

C. Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

D. All restroom facilities shall remain locked and under the control of management.

E. Limited Access Areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least twenty-one years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the city manager or their designee upon request.

F. Microbusiness Commercial Activity. All cultivation, manufacturing, distribution, and retail activities performed by a licensee under a Type 12-Microbusiness permit shall occur on the same licensed premises. Areas of the premises for manufacturing and cultivation shall be separated from the distribution and retail areas by a wall and all doors between the areas shall remain closed when not in use.

G. Operating hours of the Store Front Retailer License shall be limited to the hours of six a.m. through ten p.m., seven days a week.

H. Store Front/Retail Security Requirements. All provisions incorporated within Section 9.60.230(M) of this chapter (security requirements), are directly applicable to and binding on all commercial cannabis businesses, including all store front/retail businesses. Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if permitted by San Diego County sheriff's department and authorized by the chief of police.

Section 2: This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

Section 3: The City Clerk shall certify to the adoption of this Ordinance and shall public in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, California, held on this 1st day of April, 2025.

PASSED and ADOPTED this _____ of _____, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Public Hearing and Introduction of an Ordinance Amending National City Municipal Code Title 11, Section 11.32.140, Pertaining to Stopping and Parking Prohibitions.

RECOMMENDATION:
Introduce Ordinance by First Reading, entitled, "An Ordinance of the City Council of the City of National City, California, Amending Chapter 11.32 'Stopping, Standing and Parking' of the National City Municipal Code Pertaining to Stopping and Parking Prohibitions."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
California recently passed Assembly Bill (AB) 413, commonly referred to as California's Daylighting Law, which prohibits parking twenty (20) feet in advance (upstream) of a crosswalk or fifteen (15) feet in advance when the location has a curb extension. The parking restrictions apply to both "marked" (striped) and "unmarked" crosswalks. Daylighting is the concept of removing parked vehicles or other obstructions at approaches to crosswalks to improve line of sight for drivers and pedestrians attempting to cross the street. As of January 1, 2025, citations may be issued for vehicles parked in violation of AB 413.

The new law, which was subsequently amended into Section 22500 of the California Vehicle Code, does not require the restricted areas to be red-curbed or signed for "No Parking". Rather, the onus is placed on local agencies to make those types of determinations and to decide how best to inform the public and provide enforcement. Staff recommends prioritizing installation of signage or curb markings in areas with high pedestrian activity, such as business districts, as well as locations frequented by vulnerable user groups such as schools, parks, and senior centers.

At the City Council meeting held on March 18, 2025, staff presented an overview of AB 413, including details on implementation, community outreach strategies, and enforcement. A copy of the presentation is attached for reference. Staff recommended returning to City Council with an Ordinance to consider modifications to Title 11, Section 11.32.140 of the National City Municipal Code to codify the parking prohibitions established by AB 413.

Attached are the proposed amendments to Title 11, Section 11.32.140 and Ordinance

FINANCIAL STATEMENT:
The cost to implement and enforce the measures required under AB 413 has not been determined.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
First Reading

EXHIBITS:
Exhibit A – Daylighting Law Presentation
Exhibit B – Amendment to NCMC Title 11, Section 11.32.140
Exhibit C – Ordinance

EXHIBIT A

DAYLIGHTING LAW, AB 413
PARKING RESTRICTIONS AT INTERSECTIONS TO ENHANCE PEDESTRIAN SAFETY

CITY COUNCIL MEETING
MARCH 18, 2025

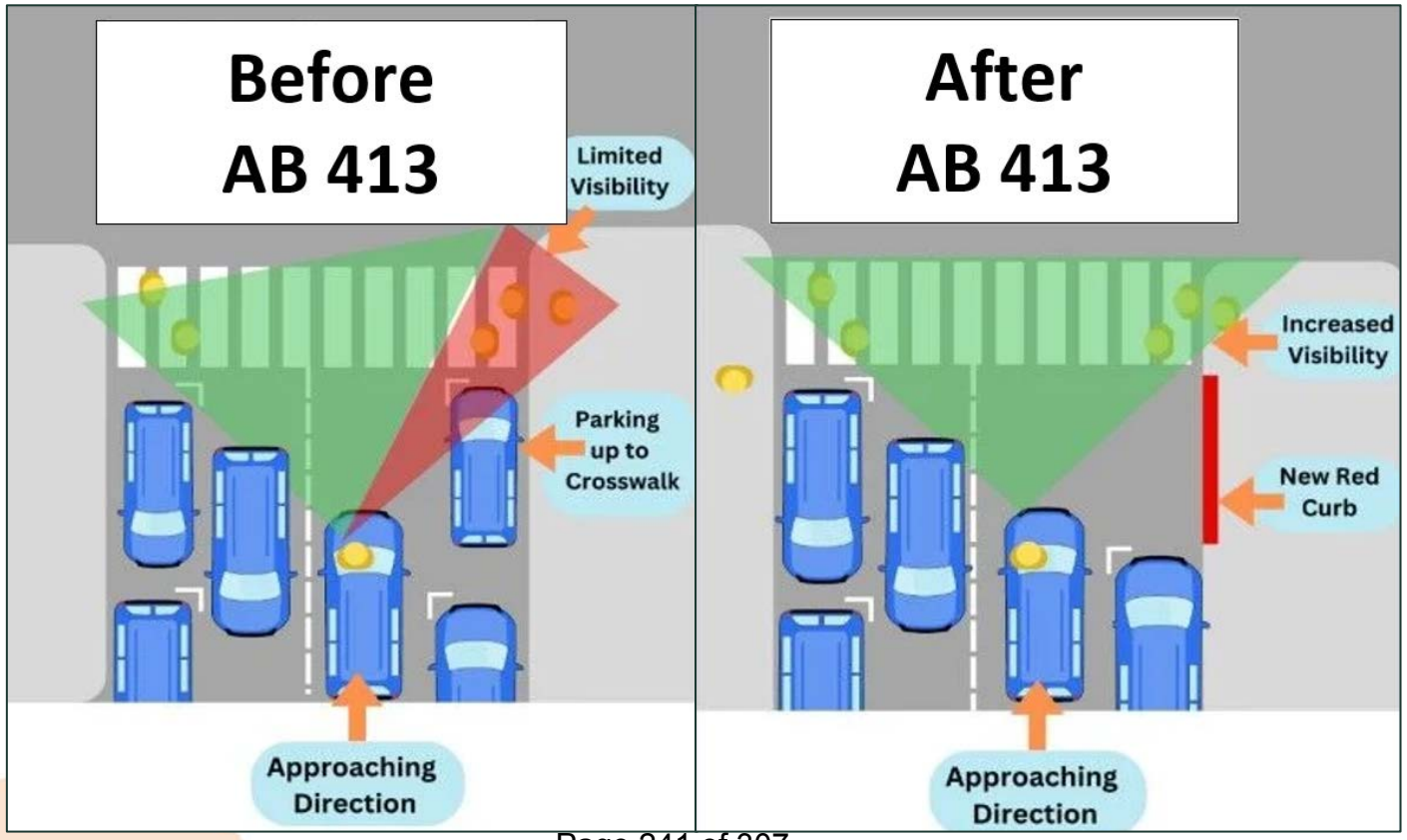


Overview

- What is “Daylighting”?
- Assembly Bill (AB) 413 - The Daylighting Bill
- Crosswalks – Definition
- Example
- Implementation
- Prioritization Criteria
- Outreach
- Enforcement
- Schedule

What is “Daylighting”?

Daylighting is the concept that traffic safety is improved by removing parked cars or other obstructions approaching a crosswalk. By keeping the area next to crosswalks clear of parked vehicles or other obstructions, drivers can better see people using or about to use the crosswalk.



Assembly Bill (AB) 413 - The Daylighting Bill

AB 413 amended section 22500 of the California Vehicle Code (CVC) to state:

22500. A person shall not stop, park, or leave standing any vehicle whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control device, in any of the following places:

(n) (1) (A) **Within 20 feet of the vehicle approach side of any marked or unmarked crosswalk or within 15 feet of any crosswalk where a curb extension is present**.

Exceptions.

Certain exceptions to this rule allow for the repurposing of these areas as 24-hour commercial loading zones, provided they are appropriately signed and striped (CVC Section 22500(n)(2)), or as bicycle or motorized scooter parking (CVC Section 22500(n)(3)).

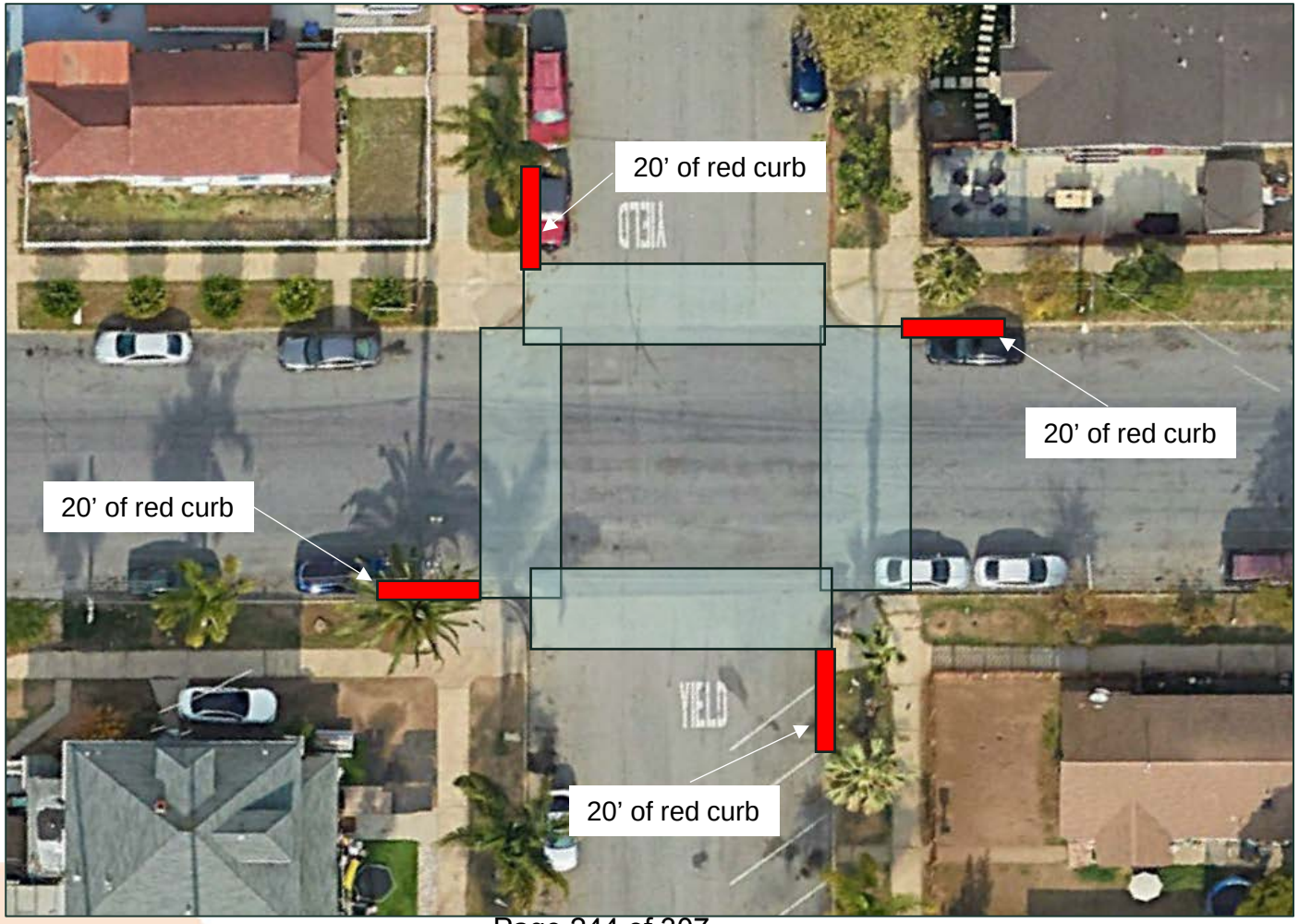
Crosswalks - Definition

As defined by the California Vehicle Code (CVC) 275, “crosswalks” are defined as either:

a) That portion of a roadway included within the prolongation or connection of the boundary lines of sidewalks at intersections where the intersecting roadways meet at approximately right angles, except the prolongation of such lines from an alley across a street.
b) Any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Notwithstanding the foregoing provisions of this section, there shall not be a crosswalk where local authorities have placed signs indicating no crossing.

Crosswalks - Unmarked





Implementation

- Prioritization Criteria
- Community Outreach Strategies
- Enforcement
- Schedule

Prioritization Criteria

- Capital Improvement Projects (CIPs)
- Schools and parks
- Locations frequented by seniors (senior housing, churches, etc.)
- Commercial corridors
- Other locations with high pedestrian and bicycle activities

Community Outreach Strategies

- Distribute informational flyers to residents
- Provide informational flyers at public facilities (City Hall, Library, Rec Centers, etc.)
- Provide information on the City's website
- Share information on the City's social media platforms
- Include informational flyers with parking enforcement

Enforcement

- Initial Phase: Issuing warnings and informational flyers on windshields
- Targeted Enforcement: Prioritizing high-traffic/pedestrian areas
  - Schools
  - Business districts
- Residential Enforcement: Checking for violations and providing warnings/information during existing enforcement activities
- Primary Goal: Educate the public and provide warnings before issuing citations
- Citation Issuance: Citations will begin on June 1, 2025

Schedule

February 2025 – staff provided an overview of AB 413 to the Traffic Safety Committee

March 2025

- Initiate community outreach
- Staff report and presentation to the City Council

April 2025 –hold public hearings to update ordinance and municipal code

May 2025 – prioritize installation of red curbs in designated areas

June 2025 – begin issuing citations

Questions?

Safety tips for pedestrians:



Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
(619) 336-4380 www.nationalcityca.gov

Chapter 11.32 - STOPPING, STANDING AND PARKING

11.32.140 - Stopping or parking prohibited~~—Signs required~~.

No person shall stop, stand or park a vehicle in any of the following places:

1. Within fifteen feet of a fire hydrant;
2. Within fifteen feet of the driveway entrance to a fire station;
3. Within twenty feet of the vehicle approach side of any marked or unmarked crosswalk or within fifteen feet of any crosswalk where a curb extension is present.

The Director of Public Works or designee shall appropriately sign or mark the following places and when so signed or marked no person shall stop, stand or park a vehicle in any of such places:

1. Within a designated no parking zone as indicated by signs or red curb markings;
~~2. Within fifteen feet of a fire hydrant;~~
~~3. Within twenty-five feet of the approach to any traffic signal, stop sign, or yield sign;~~
~~4~~2. At any place where the City Engineer determines that it is necessary ~~in order to eliminate an unusual traffic hazard~~ to restrict or prohibit parking to enhance safety on the basis of an engineering study;
~~5~~3. Except where a different distance is prescribed by City Council resolution, within fifty feet of any intersection marked with a sign that prohibits any vehicle whose height with or without a load exceeds six feet;
~~6~~4. At any location where parking is restricted or prohibited between hours designated by resolution of the city council~~;~~.
~~7. Any vehicle parked in violation of this section may also be towed after a parking citation has been issued, provided a sign has been posted authorizing the removal of vehicles parked in violation of such parking restriction.~~

(Ord. No. 2023-2520, 4-18-2023)

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CHAPTER 11.32 "STOPPING, STANDING AND PARKING" OF THE NATIONAL CITY MUNICIPAL CODE PERTAINING TO STOPPING AND PARKING PROHIBITIONS.

WHEREAS, California recently passed Assembly Bill 413 ("AB 413"), referred to as the "daylighting" law," which amended section 22500 of the California Vehicle Code to prohibit parking twenty (20) feet in advance (upstream) of a crosswalk or fifteen (15) feet in advance when the location has a curb extension; and

WHEREAS, "daylighting" is the concept of removing parked vehicles or other obstructions at approaches to crosswalks to improve line of sight for drivers and pedestrians attempting to cross the street; and

WHEREAS, the parking restrictions of AB 413 apply to both "marked" (striped) and "unmarked" crosswalks and, while AB 413 does not require the restricted areas to be red curbed or signed for "No Parking" to conduct enforcement or issue citations, staff recommends prioritizing installation of signage or curb markings in areas with high pedestrian activity, such as business districts, as well as locations frequented by vulnerable user groups such as schools, parks, and senior centers; and

WHEREAS, local agencies are responsible for ensuring compliance through education and enforcement and, as of January 1, 2025, citations may be issued for vehicles parked in violation of AB 413; and

WHEREAS, Chapter 11.32 of the National City Municipal Code (in addition to the California Vehicle Code) regulates parking, standing, and stopping in the City of National City ("City"), including where stopping and parking are prohibited; and

WHEREAS, the proposed amendments to Chapter 11.32 of the National City Municipal Code would modify the stopping or parking regulations to align with and be consistent with state law as established by AB 413.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

Section 1: That the City Council hereby amends Chapter 11.32 of the National City Municipal Code, entitled "Stopping, Standing and Parking," by amending section 11.32.140 to read as follows:

11.32.140 Stopping or parking prohibited.

No person shall stop, stand or park a vehicle in any of the following places:

1. Within fifteen feet of a fire hydrant;

2. Within fifteen feet of the driveway entrance to a fire station;

3. Within twenty feet of the vehicle approach side of any marked or unmarked crosswalk or within fifteen feet of any crosswalk where a curb extension is present.

The Director of Public Works or designee shall appropriately sign or mark the following places and when so signed or marked no person shall stop, stand or park a vehicle in any of such places:

1. Within a designated no parking zone as indicated by signs or red curb markings;

2. At any place where the City Engineer determines that it is necessary to restrict or prohibit parking to enhance safety on the basis of an engineering study;

3. Except where a different distance is prescribed by City Council resolution, within fifty feet of any intersection marked with a sign that prohibits any vehicle whose height with or without a load exceeds six feet;

4. At any location where parking is restricted or prohibited between hours designated by resolution of the City Council.

Section 2: This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

Section 3: The City Clerk shall certify to the adoption of this Ordinance and shall publish it in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, California, held on this 1st day of April, 2025.

PASSED and ADOPTED this ___ day of _____, 2025.

_____
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, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Discussion of Potential Short-Term Rental Ordinance

RECOMMENDATION:
Direct Staff to Come Back with a Draft Ordinance Regulating Short-Term Rentals in the City.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Staff gave a brief staff report to the City Council in December on the topic of short-term rentals (STRs), at which time staff was asked to return with additional information regarding current and prospective short-term rental activities.

There are no current regulations on STRs, which means that they are not technically permitted by our "permissive" Land Use Code. The only rentals regulated in the City are those of 30 days or more. While an exact number is hard to know, there are routinely 100-200 STRs shown in the City as vacation rentals by owner, primarily on the Airbnb or VRBO platforms. Costs to rent are highly variable and range from $300 to $900 a night on weekends (April was used as a search parameter). Although ensuring compliance with the Municipal Code with regard to public safety is paramount, another issue is the missed opportunity to collect Transient Occupancy Tax (TOT), which is required for traditional hotel and motel room rentals. Other cities that have STR Ordinances require TOT payment, as well as conformance with other standards as discussed below. National City's TOT is 8% of the room rental rate. If there were 100 units rented out at $500 a night, the resulting loss in TOT revenue would equate to around $4,000 a day, depending on seasonality and market demand.

Of the 19 San Diego County jurisdictions (including the County), nine have STR regulations (Carlsbad, Chula Vista, Coronado, Del Mar, Encinitas, Oceanside, San Diego, Solana Beach, and Vista). Another six, while not having any specific STR regulations, allow STRs subject to normal rental property regulations (County, El Cajon, Escondido, Imperial Beach, La Mesa, and San Marcos). Four cities, including National City, do not regulate or permit STR's (the others are Lemon Grove, Poway, and Santee). TOT in the County ranges from 8% to 14%. The average TOT in San Diego County is 10.3%. All but two cities collect TOT on STR's.

Because the majority of cities with STRs are beach cities with different populations, scenarios, and issues compared to National City, staff focused on the cities of Chula Vista and Vista, both of which have STR Ordinances and are similar in location or population. Both cities have basic requirements related to required permits, operating requirements, parking, payment of TOT, and maximum number of guests, as well as minimum stays (2 days) and transfer of licenses.

Chula Vista differs in that they require a STR landlord to maintain a primary residence in the city and limits a permittee to two STR licenses. They also allow events (weddings, parties, fundraisers, etc.) at STRs subject to a special permit. Vista has a more streamlined Ordinance, but allows up to five STRs per permittee and does not allow any events at STRs. Both Ordinances are attached for your reference and discussion. Staff is suggesting a streamlined, yet robust Ordinance that would ideally be a hybrid of the two.

The next steps would generally be to discuss the components of a draft ordinance, introduce and adopt the Ordinance, then implement the Ordinance. The Council may also opt to hold a public workshop or workshops to solicit additional input from the community outside of the normal public hearing process (there are two public hearings associated with introduction and adoption of Ordinances). If a STR Ordinance is adopted, staff would then need to work with a vendor to implement a licensing and TOT collection program.

FINANCIAL STATEMENT:
Development of a Short-Term Rental Ordinance will generate Transit Occupancy Tax contributions to the General Fund. Future license and monitoring costs are intended to be offset by permit fees.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – PowerPoint
Exhibit B – Chula Vista Municipal Code Chapter 5.68 (Short-Term Rentals)
Exhibit C – Vista Municipal Code Chapter 8.34 (Short-Term Rental Permit)

SHORT-TERM RENTALS (STR)



Current Status of STR's

No Current Regulations

- STR's are not currently regulated within the city.

Revenue Potential

- Lack of regulation results in missed opportunities to collect Transient Occupancy Tax (TOT)

Management Proposals

- The City has received proposals from third-party vendors to manage and enforce an STR program, including TOT collection.

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Why Create an Ordinance?

Generate Revenue

- Implement TOT collection like Chula Vista
- Potential revenue stream

Address Community Concerns

- Mitigate common complaints

Ensure Compliance

- Create a framework

Enhance Oversight

- Data-driven insights to inform policy decisions
- Compliance monitoring and enforcement

Proposed Framework

Vendor-Managed Program

- Reduce administrative burden on City staff

TOT and Licensing

- Require STR operators to obtain licenses
- Seamless TOT collection

Zoning Considerations

- Limit STRs to specific zones or establish restrictions

Community Engagement

- Host public meetings for feedback and input

Implementation Timeline

- Phased approach



Next Steps

1. Research and solicit input on regulation specifics (April 2025)
2. Draft an STR ordinance for Council review (May 2025)
3. Evaluate vendor proposals for STR management

Questions?

Chapter 5.68
SHORT-TERM RENTALS

Sections:

5.68.010 Title.
5.68.020 Purpose and intent.
5.68.030 Definitions.
5.68.040 Permit required.
5.68.050 Eligibility requirements.
5.68.060 Agents.
5.68.070 Permit application requirements.
5.68.080 Renewals.
5.68.090 Transfers.
5.68.100 Term of permit.
5.68.110 Operational requirements.
5.68.120 Short-term rental event permit.
5.68.130 Limitations on City's liability.
5.68.140 Audit inspection.
5.68.150 Responsibilities of hosting platforms.
5.68.160 Violations – Penalties.
5.68.170 Procedure for imposition of modification, suspension and/or revocation of short-term rental permit.
5.68.180 Appeal procedures.
5.68.190 Effect of short-term rentals ordinance on other provisions of code.
5.68.200 Promulgation of regulations, standards, and other legal duties.
5.68.210 No vested rights.
5.68.220 Effective date.

5.68.010 Title.

This chapter is known as the "Short-Term Rentals Ordinance," may be cited as such, and will be referred to herein as "this chapter." (Ord. 3514 § 1, 2021).

5.68.020 Purpose and intent.

The purpose of this chapter is to establish rules governing the Short-Term Rental of Dwellings within the City. With such rules, with respect to Short-Term Rental activities, the City desires to ensure the collection and payment of transient occupancy taxes; reduce the burden on City services; minimize the negative secondary effects of such use on residential neighborhoods; and ensure that such Short-Term Rental activities do not become a nuisance, or threaten the health, safety or welfare of persons residing in residential neighborhoods and patronizing Short-Term Rentals. (Ord. 3514 § 1, 2021).

5.68.030 Definitions.

The definitions contained in this section shall govern the construction, meaning and application of words and phrases used in this chapter.

“Agent” means a Person engaged or appointed by an Applicant or Permittee to represent and act on behalf of an Applicant or Permittee (as defined in these definitions) and to act as an operator, manager and/or Local Contact Person of a Dwelling used or to be used as a Short-Term Rental Unit or Short-Term Rental Property and designated as such by the Applicant or Permittee in accordance with CVMC 5.68.060.

“Applicant” means a Person that has applied for a Short-Term Rental Permit. Applicants may be Owners or Long-Term Tenants.

“Bedroom” means a room designated primarily for sleeping that meets the definition of the California Building Codes currently adopted by the City. Lofts that meet California Building Code egress requirements are considered a bedroom for the purposes of this definition.

“City Manager” means the City Manager of the City, or designee.

“Director of Development Services” means the Director of Development Services of the City, or designee.

“Dwelling” has the meaning provided in CVMC 19.04.002. “Dwelling” also means a Dwelling Unit on the same parcel as a legally established single-family Dwelling that is allowed in the zone in which located, having its own complete independent living accommodations and facilities for one or more Persons, including permanent provisions for living, sleeping, eating, cooking and sanitation and may sometimes be referred to interchangeably in this chapter as a “Dwelling Unit.”

“Enforcement Officer” means the Director of Development Services, the Code Enforcement Manager, any Code Enforcement Officer, the Building Official, any sworn Officer of the Police Department, the Fire Chief, the Fire Marshal, or any other City department head (to the extent responsible for enforcing provisions of this code), their respective designees, or any other City employee designated by the Director of Development Services or City Manager to enforce this chapter.

"Expiration Date" means the last day of the month occurring 12 months from the date of permit issuance (e.g., if the permit is issued on March 15th, the Expiration Date shall be March 30th of the following year).

"Hosting Platform" means a Person or entity that facilitates a Short-Term Rental for an Owner or an Agent, and derives revenues, including without limitation booking fees, subscription charges or advertising revenues, from such facilitation. "Facilitate" shall mean without limitation the act of allowing the Owner or an Agent to offer to list or advertise the Short-Term Rental on the Internet web site provided or maintained by the Hosting Platform. A Hosting Platform does not include any Person licensed to practice real estate as defined in the California Business and Professions Code.

"Local Contact Person" means a Person designated by an Owner or an Agent, who, if designated to act as such, shall be available 24 hours per day, seven days per week for the purpose of: (1) being able to physically respond within one hour of notification of a complaint regarding the condition, operation or conduct of Occupants of the Dwelling, and (2) taking remedial action necessary to resolve any such complaints. A Local Contact Person may be the Owner or an Agent.

"Long-Term Tenant" means the long-term (greater than 30 days) renter or lessee of a Dwelling.

"Nonprimary Residence" means a Dwelling that is not a Primary Residence. For properties with two or more existing legally permitted Dwelling Units (e.g., a duplex), the term "Nonprimary Residence" shall mean each unit located on that property, excluding Accessory Dwelling Units or Junior Accessory Dwelling Units for which a construction permit was applied for on January 1, 2020, or later. Accessory Dwelling Units or Junior Accessory Dwelling Units for which a construction permit was applied for prior to January 1, 2020, and any other accessory habitable structures that are located on a Nonprimary Residence property shall be considered part of the primary single-family residence for purposes of this chapter.

"Nonprimary Residence Short-Term Rental" means a Nonprimary Residence being operated as a Short-Term Rental.

"Occupant" means any Person who is on or in a Short-Term Rental Property other than service providers, the Owner, or the Long-Term Tenant, whether or not the Person stays overnight.

"Owner" means the Person(s) or entity(ies) that holds legal or equitable title to a property containing a Dwelling.

"Partial-Home Short-Term Rental" means the rental of any portion of a Dwelling while the Owner or Long-Term Tenant is physically present and residing in the Dwelling Unit. Rental of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit for which a construction permit was applied for prior to January 1, 2020, or any other accessory habitable structure that is not a Primary Residence shall be considered a Partial-Home Short-Term Rental if the Owner or Long-Term Tenant is physically present and residing in at least one Dwelling Unit on the Short-Term Rental Property during the rental period.

"Permittee" means a Person that holds a duly issued and valid Short-Term Rental Permit.

"Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

"Primary Residence" means a Person's permanent residence or usual place of return for housing as documented by at least two of the following: motor vehicle registration; driver's license; voter registration; tax documents showing the residential unit as the Person's residence; or a utility bill. A Person may have only one Primary Residence and must reside there for a minimum of 275 days during the calendar year. For properties with two or more existing legally permitted Dwelling Units (e.g., a duplex), the term "Primary Residence" shall apply individually to each unit that meets the criteria previously described. Accessory Dwelling Units or Junior Accessory Dwelling Units for which a construction permit was applied for prior to January 1, 2020, and any other accessory habitable structures that are located on a Short-Term Rental Property and do not meet the criteria previously described shall be considered part of the primary single-family residence for purposes of this chapter.

"Primary Residence Short-Term Rental" means a Primary Residence being operated as a Short-Term Rental.

"Rent" means the consideration charged for the occupancy of space in a hotel, campsite, or Dwelling valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever.

"Responsible Person" means each Person that is a party to an agreement for the rental, use and occupancy of a Short-Term Rental Unit.

"Short-Term Rental" means the rental of a Dwelling, or a portion thereof, by the Owner or a Long-Term Tenant to another Person or group of Persons for occupancy, dwelling, lodging, or sleeping purposes for a period of less than 30 consecutive calendar days, but for no less than one night, in exchange for Rent. The rental of units within City-approved hotels, motels, bed and breakfasts, and time-share projects shall not be considered to be a Short-Term Rental.

"Short-Term Rental Event Permit" means a permit issued pursuant to the provisions of this chapter that allow the use of a Short-Term Rental Unit for the hosting of any event that exceeds the maximum occupancy of the Short-Term Rental Unit.

"Short-Term Rental Permit" means a permit issued pursuant to the provisions of this chapter that allows the use of a Dwelling as a Short-Term Rental.

"Short-Term Rental Property" means a parcel of real property, as shown on the latest equalized tax assessment roll as maintained by the assessor of the County of San Diego, upon which a Short-Term Rental Unit is maintained. "Short-Term Rental Property" includes the premises upon which a Short-Term Rental Unit is located, including parking areas, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, spas, tennis and other sports courts, and other similar and related improvements.

"Short-Term Rental Unit" means a Dwelling, or any portion thereof, which is being rented, or is intended to be rented, as a Short-Term Rental to a Person or group of Persons.

"Whole-Home Short-Term Rental" means the rental of the entirety of a Dwelling while the Owner or Long-Term Tenant is not physically present and residing in the Dwelling Unit. (Ord. 3514 § 1, 2021).

5.68.040 Permit required.

A. No Person shall undertake, maintain, facilitate, advertise for Rent, list, or Rent a Dwelling Unit as a Short-Term Rental within the City that does not comply with the requirements of this chapter. This prohibition includes Dwelling Units advertised for Rent, listed, or Rented for events, parties, weddings, or similar activities of a commercial nature.

B. The Short-Term Rental of a Dwelling is subject to the City's business license requirements (Chapter 5.02 CVMC) and the City's transient occupancy tax requirements (Chapter 3.40 CVMC). For purposes of the City's transient occupancy tax requirements, the Permittee of a Short-Term Rental shall be considered an operator and the Responsible Person shall be considered a transient. In the event that a Short-Term Rental is being operated without a valid Short-Term Rental Permit, the Owner or Long-Term Tenant, as applicable, shall be considered an operator for purposes of the transient occupancy tax requirements. The payment of a tax imposed under this chapter shall not be construed to authorize the conduct or continuance of any illegal Short-Term Rental or of a legal Short-Term Rental in an illegal manner. Nothing in this chapter authorizes or implies the lawfulness of any activity connected with Short-Term Rentals unless otherwise authorized and allowed in strict and full conformance with this code.

C. It is a violation of this chapter for an Owner or Long-Term Tenant of a Dwelling to establish or operate a Short-Term Rental without first obtaining and maintaining both a valid business license pursuant to Chapter 5.02 CVMC and a Short-Term Rental Permit for each property to be used as a Short-Term Rental.

D. It is a violation of this chapter for any Person to establish or operate a Short-Term Rental in the City unless the Owner or Long-Term Tenant has a valid, unexpired Short-Term Rental Permit for such Short-Term Rental pursuant to this chapter. Short-Term Rental Properties with two or more existing legally permitted Dwelling Units (e.g., a duplex) must secure a Short-Term Rental Permit for each Dwelling Unit that will be offered for Short-Term Rental. (Ord. 3514 § 1, 2021).

5.68.050 Eligibility requirements.

The following requirements must be met at the time of submitting an application for a permit to operate a Short-Term Rental:

A. The Applicant's Primary Residence must be located in the City.

B. The Dwelling Unit shall not be an Accessory Dwelling Unit (ADU) or a Junior Accessory Dwelling Unit (JADU) for which a construction permit was applied for on January 1, 2020, or later.

C. The Dwelling Unit shall not be a deed-restricted affordable housing unit, in a special group residence, or a single-room occupancy.

D. A Long-Term Tenant shall not operate a Short-Term Rental without prior written approval of the Owner, such written approval to be provided to the City at the time of application for a Short-Term Rental Permit. An Owner may proactively prohibit Short-Term Rental subletting by tenants at any or all of their owned properties by submitting a notification in writing to the Development Services Department.

E. The Applicant shall not have been subject to a Short-Term Rental Permit revocation during the previous 24-month period.

F. The Dwelling Unit shall not have been subject to a Short-Term Rental Permit revocation during the previous 24-month period; provided, that the Director of Development Services may consider 100 percent transfers in Ownership of the Dwelling Unit in implementing this provision.

G. An Applicant may not hold a Short-Term Rental Permit for more than one Nonprimary Residence Short-Term Rental at any given time.

H. The Dwelling Unit shall not have been developed or converted as part of a two-unit residential development or Urban Lot Split Parcel Map pursuant to CVMC 19.58.450.

I. An active-duty member of the military who is currently deployed shall be eligible to operate their Dwelling as a Short-Term Rental. Proof of ownership within the City for at least one year prior to the date(s) of deployment, documented to the satisfaction of the Director of Development Services, shall be included as part of the application submittal.[1]

J. The Dwelling Unit shall not have been developed or converted as part of a two-unit residential development or Urban Lot Split Parcel Map pursuant to CVMC 19.58.450.[1] (Ord. 3544 § 13, 2023; Ord. 3519 § 1, 2022; Ord. 3514 § 1, 2021).

1 Code reviser's note: Ord. 3544 adds these provisions as subsections (H) and (I). The provisions have been relettered to avoid duplication of lettering.

5.68.060 Agents.

A. An Applicant or Permittee may retain an Agent to comply with the requirements of this chapter, including, without limitation, (1) filing of supplemental information or documentation for a pending application on behalf of an Applicant or Permittee in accordance with this chapter, (2) filing of a complete application for renewal of a Short-Term Rental Permit that has been signed and notarized by the Permittee, (3) management of a Short-Term Rental Property or Short-Term Rental Unit, (4) filing of all reports and remittance of transient occupancy taxes, and (5) compliance with the conditions of the Short-Term Rental Permit and the requirements of this chapter.

B. The Short-Term Rental Permit shall be issued only to and in the name of the Permittee of a Short-Term Rental Unit, who shall be responsible for all requirements of this chapter. Notwithstanding subsection (A) of this section, the Owner or Long-Term Tenant of a Short-Term Rental Unit shall not be relieved of any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject Short-Term Rental Unit, regardless of whether such noncompliance was committed by an Agent, a Local Contact Person, Responsible Persons, or the Occupants of the Owner's Short-Term Rental Unit. (Ord. 3514 § 1, 2021).

5.68.070 Permit application requirements.

A. The Director of Development Services is authorized to issue Short-Term Rental Permits pursuant to this chapter.

B. A permit application shall be submitted to the Director of Development Services upon forms provided by the City and signed by the Applicant under penalty of perjury and shall be accompanied by the permit application fee, as presently designated, or as may be in the future amended, in the master fee schedule of the City. If the property is held in trust or is part of a limited liability company ("LLC"), the trustee or the general member of the LLC must sign the Short-Term Rental Permit application. If the property is held in a corporation's name, the corporation's duly authorized Agent shall sign the Short-Term Rental Permit application.

C. The Applicant or the Applicant's Agent, as the case may be, shall within five business days, upon a change of any of the information contained in or accompanying such application, notify the City of such change.

D. An application may be denied if a Short-Term Rental Permit for the same Dwelling or issued to the same Applicant has previously been revoked or suspended.

E. The Director of Development Services shall review each application for completeness and accuracy before it is accepted as being complete and officially filed.

F. In the event that the Director of Development Services determines that an application is incomplete or fails to provide the information and documentation required by this chapter, the Director of Development Services shall notify the Applicant in writing, and the Applicant shall have 30 calendar days (or longer as authorized by the Director of Development Services) in which to submit the needed supplemental information or documentation as specified by the Director of Development Services after the date of the notice. The City reserves the right to request additional information and documentation from an Applicant regarding an application for renewal of a Short-Term Rental Permit and to accept responses to requests for supplemental information or documentation. Failure to submit the required information within the 30-day period may be cause for denial of the application.

G. The Director of Development Services may require an on-site inspection of the property to be performed by an Enforcement Officer during daytime business hours before confirming that the application complies with all the applicable criteria and provisions of this chapter.

H. As a part of the approval of a permit application, the Director of Development Services may impose such conditions in connection with the permit as he or she deems reasonably necessary in order to fulfill the purposes of this chapter and may require reasonable guarantees and evidence that such conditions will be satisfied.

I. The Director of Development Services shall approve an application for a Short-Term Rental Permit; provided, that:

1. At the time of submission of the application, or at any time during the processing of the application, the Dwelling Unit and the Applicant meet the eligibility requirements of CVMC 5.68.050, and the application meets the conditions of permit issuance pursuant to this section, including payment of the required fees.

2. Such approval shall be conditioned upon and subject to compliance with the conditions identified by the Director of Development Services in the renewal, the operational requirements of CVMC 5.68.110, and with all other terms, conditions, and requirements of this chapter and the code.

J. The Director of Development Services shall deny an application and decline to issue a Short-Term Rental Permit for any of the following reasons, in their discretion:

1. Failure to meet the eligibility requirements.

2. Failure to meet the conditions of permit issuance, including payment of the required fees.

3. Failure to resolve violations of applicable codes regarding fire, building and safety, health and safety, and other relevant laws, regulations, and ordinances applicable to residential uses and the underlying zone, as more fully described in CVMC 5.68.110(A). The notice will set forth the reasons for denial and the procedures for an appeal of the Director of Development Services's determination.

4. Determination that the Applicant has made a false, misleading, or fraudulent statement or omission of fact in the application or in the application process.

5. Determination that the Applicant, Owner, or Agent has been adversely sanctioned, or penalized by the City, or any other city, county, or state, for a violation of applicable laws or regulations related to STR operations.

6. Determination that the Applicant, Owner, or Agent has conducted, facilitated, caused, aided, abetted, suffered, or concealed unlawful STR activity in the City or any other jurisdiction.

Additionally, if a Short-Term Rental Permit application is denied, the Director of Development Services shall notify the Applicant in writing of the determination. The notice will set forth the reasons for denial and the procedures for an appeal of the determination.

K. The Director of Development Services's determination on the issuance or denial of a Short-Term Rental Permit in response to a pending application or a renewal of a duly issued Short-Term Rental Permit may be appealed in accordance with the appeal procedures of CVMC 5.68.180.

L. Upon issuance of a Short-Term Rental Permit in response to a permit application, the Permittee shall comply with all requirements of the business license provisions and transient occupancy tax provisions of this code for the Short-Term Rental Unit. (Ord. 3544 § 13, 2023; Ord. 3514 § 1, 2021).

5.68.080 Renewals.

A. If a Permittee desires to renew a Short-Term Rental Permit, the Permittee must apply for and renew a Short-Term Rental Permit annually. Permittee's request for renewal shall indicate any changes to the information or requirements set forth in CVMC 5.68.070.

B. The application for renewal must be filed not later than 30 days prior to the Expiration Date set forth on the permit.

C. The application for renewal shall be submitted to the Director of Development Services upon forms provided by the City and signed by the Permittee under penalty of perjury and shall be accompanied by the permit renewal fee as presently designated, or as may be in the future amended, in the master fee schedule of the City. If the property is held in trust or is part of a limited liability company ("LLC"), the trustee or the general member of the LLC must sign the Short-Term Rental Permit application. If the property is held in a corporation's name, the corporation's duly authorized Agent shall sign the Short-Term Rental Permit application.

D. The Permittee or the Permittee's Agent, as the case may be, shall within five business days, upon a change of any of the information contained in or accompanying such renewal application, notify the City of such change.

E. The Director of Development Services shall review each application for renewal of a duly issued permit for completeness and accuracy before it is accepted as being complete and officially filed.

F. In the event that the Director of Development Services determines that an application for renewal is incomplete or fails to provide the information and documentation required by this chapter, the Director of Development Services shall notify the Permittee in writing, and the Permittee shall have 30 calendar days (or longer as authorized by the Director of Development Services) in which to submit needed supplemental information or documentation as specified by the Director of Development Services. The City reserves the right to request additional information and documentation from a Permittee regarding an application for renewal of a Short-Term Rental Permit and to accept responses to requests for supplemental information or documentation. Failure to submit the required information within the 30-day period may be cause for denial of the renewal.

G. The Director of Development Services may require an on-site inspection of the property to be performed by an Enforcement Officer during daytime business hours before confirming that the application complies with all the applicable criteria and provisions of this chapter.

H. As a part of the approval of a renewal application, the Director of Development Services may impose such conditions in connection with the permit as he or she deems reasonably necessary in order to fulfill the purposes of this chapter and may require reasonable guarantees and evidence that such conditions will be satisfied.

I. If a timely and complete application for renewal of a Short-Term Rental Permit is submitted, the Short-Term Rental Permit previously and duly issued, valid and in effect prior to its Expiration Date, the permit shall be automatically extended until the date a determination is made by the Director of Development Services to approve or deny such application for renewal.

J. The Director of Development Services shall approve the renewal of a Short-Term Rental Permit; provided, that:

1. At the time of submission of the application for renewal, or at any time during the processing of the application for renewal, the Dwelling Unit and the Permittee meet the eligibility requirements of CVMC 5.68.050, and the application meets the conditions of permit issuance pursuant to CVMC 5.68.070, including payment of the required fees.

2. The Director of Development Services finds that no circumstances existed during the term of the permit which would cause a violation to continue to exist.

3. There are no building, electrical, plumbing, mechanical, fire, health, police, or other code enforcement violations that involve a risk to public or private health or safety (in such event issuance of the permit or the permit renewal may be delayed until the risk to public or private health or safety is resolved).

4. A previous suspension or revocation proceeding may be a basis for denial.

5. Such approval shall be conditioned upon and subject to compliance with the conditions identified by the Director of Development Services in the renewal, the operational requirements of CVMC 5.68.110, and with all other terms, conditions, and requirements of this chapter and the code.

K. If an application for renewal of a duly issued Short-Term Rental Permit is denied, the Director of Development Services shall notify the Permittee in writing. The notice will set forth the reasons for denial and the procedures for an appeal of the Director of Development Services' determination.

L. The Director of Development Services' determination on the issuance or denial of a Short-Term Rental Permit in response to a renewal of a duly issued Short-Term Rental Permit may be appealed in accordance with the appeal procedures of CVMC 5.68.180.

M. Upon issuance of a Short-Term Rental Permit in response to an application for renewal of a duly issued Short-Term Rental Permit, the Permittee shall comply with all requirements of the business license provisions and transient occupancy tax provisions of this code for the Short-Term Rental Unit. (Ord. 3514 § 1, 2021).

5.68.090 Transfers.

A. Within 14 calendar days of a change of ownership or long-term tenancy of a Short-Term Rental Property, the new Owner or Long-Term Tenant or their Agent shall submit to the Director of Development Services an application for a transfer of a Short-Term Rental Permit, if they wish to continue to operate the Short-Term Rental Unit. The application shall be accompanied by the payment of such fee or fees as presently designated, or as may

be in the future amended, in the master fee schedule of the City. Such application shall contain all the information set forth in CVMC 5.68.070.

B. If such a timely and complete transfer application is submitted, the Short-Term Rental Permit duly issued, valid and in effect prior to its Expiration Date, shall be extended until the date a determination is made by the Director of Development Services to approve or deny such application.

C. No purchaser of the real property upon which the permitted Short-Term Rental is located shall operate a Short-Term Rental under a previous Permittee's Short-Term Rental Permit if a completed transfer application is not submitted within the 14-day period specified in subsection (A) of this section. Failure to timely submit the required complete application within the 14-day period may be cause for denial.

D. Any building, electrical, plumbing, mechanical, fire, health, police or code enforcement matter involving a risk to public or private health or safety, including any notices of violation, notices to cure, orders of abatement, cease and desist orders, or correction notices, may be cause for denial of an application for a transfer of a Short-Term Rental Permit if not cured within a reasonable period of time, not to exceed 30 calendar days, after the date on a notice from the Director of Development Services to the Owner or Long-Term Tenant to do so, unless a further extension is granted in writing by the Director of Development Services.

E. No Person shall transfer or attempt to transfer a Short-Term Rental Permit to any other Person, except as authorized by this section. Any attempt to transfer a Short-Term Rental Permit in violation of this section shall be void and shall constitute a violation of this chapter. Likewise, any attempt to operate a Short-Term Rental use under a Short-Term Rental Permit transferred in violation of this section shall constitute a violation of this chapter.

F. No Person shall convey or attempt to convey a Short-Term Rental Permit from one property to another property. Any attempt to convey a Short-Term Rental Permit from one property to another property shall be void and shall constitute a violation of this chapter. (Ord. 3514 § 1, 2021).

5.68.100 Term of permit.

A. A Short-Term Rental Permit or renewal thereof issued under the authority of this chapter shall be valid from the date of its issuance until the first to occur of the Expiration Date set forth on the permit or the revocation or suspension date. A Short-Term Rental Permit shall be of no further force, validity, or effect, and use of a Dwelling for Short-Term Rental purposes shall cease, upon the first to occur of the Expiration Date or revocation or suspension date of the Short-Term Rental Permit. Upon the lapse of a Short-Term Rental Permit because of expiration, a failure to renew, or because revocation has occurred, the Permittee or his/her heirs, successors or assigns shall have no further right to undertake, maintain, facilitate, advertise for Rent, list, Rent, or use said Dwelling and/or the property as a Short-Term Rental unless subsequently renewed or reinstated under the terms of this chapter.

B. Prior to expiration of a Short-Term Rental Permit, the Permittee may voluntarily cancel the permit by notifying the Director of Development Services in writing of the intent to cancel the permit. The permit shall become void upon the earlier to occur of the date specified by the Permittee or the expiration of the permit.

C. A Short-Term Rental Permit shall not run with the land. The permission to operate a Short-Term Rental under this chapter shall be personal and limited to the Permittee, including a Person who acquires a Short-Term Rental Permit by application for a transfer in accordance with CVMC 5.68.090. (Ord. 3514 § 1, 2021).

5.68.110 Operational requirements.

All Short-Term Rentals are subject to the following operational requirements:

A. *Compliance with Laws.* All Owners, Long-Term Tenants, and Permittees shall cause their Short-Term Rental Property and Short-Term Rental Unit(s), prior to permit issuance or renewal, and at all times during the term of a Short-Term Rental Permit, to be in compliance with all applicable codes regarding fire, building and safety, health and safety, and all other relevant laws, regulations, and ordinances applicable to residential uses and the underlying zone and obtain all permits required and pay all applicable fees.

B. *Limit on Days Per Year.* The Whole-Home Short-Term Rental of a Primary Residence shall be limited to a maximum of 90 days per calendar year. For purposes of interpreting this section, exclusion of minor common spaces shall not be considered in determining Whole-Home Short-Term Rental status. There shall be no limit on the number of days per calendar year that a Primary Residence Partial-Home Short-Term Rental, a Nonprimary Residence Partial-Home Short-Term Rental, or a Nonprimary Residence Whole-Home Short-Term Rental may operate.

C. *Minimum Stay.* A two-consecutive-night minimum stay by the same Responsible Person is required for Nonprimary Residence Whole-Home Short-Term Rentals. No minimum stay shall be required for Primary Residence Whole-Home Short-Term Rentals or Partial-Home Short-Term Rentals (Primary Residence or Nonprimary Residence).

D. *Insurance.* The Permittee shall maintain and provide proof to City of liability insurance appropriate to cover the Short-Term Rental use in the aggregate of not less than $1,000,000; or conduct each Short-Term Rental transaction through a Hosting Platform that provides equal or greater insurance coverage.

E. *Update Changed Information.* At any time during the pendency of a Short-Term Rental Permit application or renewal, if a change occurs in any facts set forth in the application or renewal request, the Permittee shall notify the City of such change immediately, but no later than within 14 calendar days after the occurrence of such change.

F. *Safety Requirements.* Each Dwelling must satisfy the following requirements to the satisfaction of the City:

1. The property address shall be visible from the street and in contrasting colors for quick identification by emergency responders, day or night.

2. Smoke alarms shall be installed in all habitable areas except the kitchen in accordance with the Chula Vista Building Code. The Permittee shall be responsible for testing and maintaining the smoke alarms.

3. At least one 2A:10BC-rated portable fire extinguisher (State Fire Marshal approved design) shall be installed in plain sight and within easy reach on each floor of the Dwelling. The Permittee shall be responsible for replacement or recharge after each use. The fire extinguisher shall be fully charged at all times.

4. One or more carbon monoxide devices meeting the standards of Section 13262 of the California Health and Safety Code shall be installed in common stairways and hallways. The Permittee shall be responsible for testing and maintaining the carbon monoxide devices.

5. Exterior gates leading to and from the front, side and/or back yards shall not be padlocked.

6. Hallway doors and exit doors shall not be obstructed or otherwise prohibited from fully opening.

7. No double-keyed dead bolt locks may be installed on exit doors.

8. Dwellings with swimming pools, as defined in Chapter 2 of the California Building Code, shall employ gates and other safety devices that conform to the specifications and requirements of the California Building Code.

G. *Local Contact Person Available.* While a Short-Term Rental Unit is rented, the Permittee, the Permittee's Agent and/or a Local Contact Person shall be available by telephone 24 hours per day, seven days per week to respond to complaints from the renter and/or public regarding the use, condition, operation or conduct of occupants of a Short-Term Rental Unit. The Permittee, the Permittee's Agent, and/or a Local Contact Person must be on the premises of the Short-Term Rental at the request of an Enforcement Officer or the City's Police Department within one hour of contact to satisfactorily correct or take remedial action necessary to resolve any complaint, alleged nuisance, or violation of this chapter by occupants occurring at the Short-Term Rental Property. In order to facilitate communication, the Permittee shall provide contact information for themselves, the local contact and/or Permittee's Agent to the City and the Responsible Person. Failure of the Permittee, the Permittee's Agent, and/or a Local Contact Person to respond to calls or complaints in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this chapter.

H. *Good Neighbor Handout.* Each Short-Term Rental shall post a Good Neighbor Handout inside the permitted premises in close proximity to an entry point that includes emergency contact information for the Permittee and the Local Contact Person (if different). The Good Neighbor Handout shall also provide information about parking restrictions, restrictions on noise and amplified sound, trash collection schedule, relevant water restrictions, fire evacuation routes, and any other information, as required by the Director of Development Services, applicable to the Short-Term Rental and the surrounding neighborhood.

I. *Good Neighbor Letter.* Within 10 calendar days following (1) the issuance of a Short-Term Rental Permit, (2) the issuance of a renewal permit, and/or (3) the approval of a transfer application, the Permittee shall mail or personally deliver in writing a Good Neighbor Letter, in a form authorized by the Director of Development Services to the Owners and Occupants of properties located on all sides of and directly across the street (or alley or other right-of-way) from the Short-Term Rental Property. Thereafter, within 30 days of occurrence of any of the events described in (1), (2) or (3), the Permittee shall sign under penalty of perjury, and submit to the Director of Development Services, a certification that the required mailing or delivery was completed. If at any time during the term of a Short-Term Rental Permit, the Good Neighbor Letter information for the Permittee or Local Contact

Person changes, the Permittee shall promptly mail or personally deliver in writing an updated Good Neighbor Letter to the Owners and Occupants of properties located on all sides of and directly across the street (or alley or other right-of-way) from the Short-Term Rental Property to maintain accuracy and shall also promptly submit to the Director of Development Services a signed under penalty of perjury certification that the required mailing or delivery of the updated information was completed.

J. *Off-Street Parking.* All Short-Term Rental Property off-street parking shall conform to the provisions of Chapter 19.62 CVMC (Off-Street Parking and Loading); provided, however, that off-street parking spaces may be in tandem to other off-street parking spaces, or in some other on-site location and/or configuration, subject to the approval of the Director of Development Services in their sole and absolute discretion. The Permittee shall provide access to the garage of the Dwelling if that area has been included in the determination of the number of available off-street parking spaces pursuant to this chapter. In no event shall off-street parking include the use of landscaped areas, any private or public sidewalk, parkway, walkway, or alley (or any portion thereof) located on, at or adjacent to the Short-Term Rental Property or block the driveway or street in front of said property. The term “sidewalk” shall include the portion of the public right-of-way that is delineated for pedestrian travel including where it crosses a driveway.

K. *On-Street Parking.* The maximum number of on-street parking spaces that may be used by a Short-Term Rental Property shall be limited to one. For those streets of the City governed by permit parking districts, the Permittee of a Short-Term Rental Property may purchase one parking permit or placard from the City that can be used by guests and must be visibly displayed inside the vehicle of the Short-Term Rental Occupant, allowing no more than one Occupant vehicle to park on a public street in that particular permit district.

L. *No Recreational Vehicles.* During periods that the Short-Term Rental Property is being used as a Short-Term Rental by Occupants, no recreational vehicle or other vehicle used or designed for use as lodging or sleeping accommodations, bus, boat, trailer, camper, cargo container, or personal watercraft may be parked at or on the Short-Term Rental Property or on the street, unless it belongs to the Permittee, the Permittee is also physically occupying the Short-Term Rental Property during that period, the vehicle is not being used by Short-Term Rental Occupants, and in the case of an RV, a valid RV parking permit has been secured for the vehicle.

M. *Maximum Occupancies.* The maximum number of Persons who may occupy the Short-Term Rental at any given time shall be limited to two individual Persons per Bedroom, plus two additional individual persons. In no event may the maximum occupancy exceed 10 Persons in any Short-Term Rental. For purposes of this section, Persons under the age of 12 shall not count toward the occupancy limitation. If the Short-Term Rental Permit limits occupancy to a number less than that calculated pursuant to this section, the limit in the permit shall govern.

N. *No Large Events.* At no time shall a Short-Term Rental Unit or Short-Term Rental Property be used for large-scale events exceeding the maximum allowed occupancy pursuant to this section, unless a Short-Term Rental Event Permit has been issued for such event pursuant to this chapter and only in accordance with the terms for such permit.

O. *Advertising.* All advertising appearing in any written publication or on any website that promotes the availability or existence of a Short-Term Rental shall include the City-issued Short-Term Rental Permit number as part of the rental offering.

P. *Signage.* Short-Term Rental Properties shall comply with all signage restrictions and requirements applicable to the zone they are located in.

Q. *Display of Business License.* The business license or copy thereof shall be prominently displayed in a visible interior location at the Short-Term Rental Property during any periods of occupancy thereof by any Person other than the Owner(s) or Long-Term Tenant(s) of the Dwelling.

R. *Duty to Minimize Noise, Disturbance, and Disorderly Conduct.* The Permittee, the Permittee's Agent and the Local Contact Person shall use reasonably prudent business practices to ensure that the Occupants of a Short-Term Rental Unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule or regulation pertaining to the use and occupancy of the subject Short-Term Rental Unit, including, without limitation, violation of CVMC 17.24.040 or Chapter 19.68 CVMC.

S. *Quiet Time From 10:00 p.m. to 9:00 a.m.* The hours between 10:00 p.m. and 9:00 a.m. are considered to be "quiet time," so that no outdoor activity will disturb the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property or cause discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area. It shall constitute a major violation if any Occupants engage in outdoor activities on a Short-Term Rental Property between the hours of 10:00 p.m. and 9:00 a.m. that involve the use of fire pits, barbecues, swimming pools, hot tubs, spas, tennis or paddleball courts, or other similar and related improvements or play equipment, or if any Occupants engage in outdoor parties, outdoor singing, shouting, clapping or other activities generally associated with partying or if Occupants engage in any outdoor drunk or disorderly conduct during those hours. Any other outdoor conduct between the hours of 10:00 p.m. and 9:00 a.m. that disturbs the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property, or causes discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area, shall constitute a minor violation. It is not a violation for an Occupant to merely be out of doors during quiet time hours, so long as there is no conduct that disturbs the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property or causes discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area. The Permittee shall post signs of a size, type and at a location (or locations) acceptable to the Director of Development Services near all doors leading to the exterior of a Short-Term Rental Unit, advising Occupants of "quiet time."

T. *Trash and Debris.* Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the responsible trash hauler and between the hours of 5:00 p.m. the day before and 12:00 midnight the day of the scheduled trash collection. The Permittee of a Short-Term Rental Property shall provide sufficient trash collection containers and service to meet the demand of the Occupants. The Short-Term Rental Property shall be free of debris both on site and in the adjacent portion of the street.

U. *Written Contract Requirements.* Prior to occupancy pursuant to each separate occasion of rental of a Short-Term Rental Unit, the Permittee or the Permittee's Agent shall enter into a written rental agreement with a Responsible Person for each separate rental occasion. The Responsible Person (1) shall be at least 21 years of age; (2) shall be an Occupant of the subject Short-Term Rental Unit during the term of said agreement; (3) shall be

legally responsible for ensuring that all Occupants of the Short-Term Rental Unit comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject Short-Term Rental Unit; and (4) may be held liable for any violation of all applicable laws, rules and regulations set forth in this chapter. The written rental agreement shall establish and set out the terms and conditions of the rental and require the Responsible Person to (a) provide his or her name, age, address, driver's license number or passport number; (b) provide the vehicle license number(s) for any cars to be parked on street; (c) agree to be accessible to the Permittee, the Permittee's Agent and the Local Contact Person (if any) by telephone at all times; (d) acknowledge his or her understanding of all City of Chula Vista Short-Term Rental rules; and (e) agree that they are liable for any fines incurred by Occupants and legally responsible for compliance by all Occupants of the Short-Term Rental Unit with all provisions of this chapter and this code. Said written rental agreement shall also include the following terms, notifications, and disclosures:

1. The maximum number of Occupants that are permitted and notification that failure to conform to the maximum occupancy is a violation of this chapter.

2. The number of off-street parking spaces provided on the Short-Term Rental Property and the maximum number of vehicles that are permitted, along with the number of available permits for parking on the public street (if any), with the requirement to visibly display such permits in the vehicles, and a summary of all applicable parking rules.

3. The trash pick-up day(s) and applicable rules and regulations pertaining to leaving or storing trash on the exterior of the Short-Term Rental Property.

4. Notification that Occupants may be cited or fined by the City and/or that the Permittee or the Permittee's Agent has the right to immediately terminate the rental agreement and immediately evict the Responsible Person and all Occupants upon any violation of this chapter or the code by any Occupant.

5. The name of the Permittee's Agent and the name of the Local Contact Person (if any) and a telephone number at which those Persons may be reached at all times and 9-1-1 emergency information.

6. A clear and conspicuous statement that Occupants must obey the requirements set forth in this chapter even if these requirements are stricter than the applicable covenants, conditions and restrictions or other rules or regulations of the governing body of any homeowners' association or maintenance organization having jurisdiction over the Short-Term Rental Property.

7. A summary of any applicable covenants, conditions and restrictions and rules and regulations, including pool location and hours, of the governing body of any homeowners' or maintenance association having jurisdiction over the Short-Term Rental Property.

8. A copy of this chapter of the code, as the same may be amended from time to time.

9. A copy of the rental agreement shall be given to each Occupant and shall be readily available for review upon inspections conducted by any Enforcement Officer or the City's Police Department pursuant to this chapter.

V. *Garages.* Unless the garage of the Dwelling has been included in the calculation of the number of available off-street parking spaces pursuant to this chapter, a garage may be used by the Permittee and Occupants of a Short-Term Rental as a game room in accordance with the City's requirements therefor; provided, however, that (1) no couches or other furniture designed for use as, or conducive to, sleeping accommodations shall be located inside a garage; (2) no independent living accommodations and facilities (including provisions for living, sleeping, eating, cooking and sanitation) shall be located inside a garage; (3) the garage door must be kept closed and the Director of Development Services may require soundproofing of the garage as a condition of permit issuance on the basis of substantiated complaints of noise emanating from the garage; (4) a garage may not be used at any time for sleeping purposes; and (5) a garage may not be permanently modified to preclude its future use for the parking of vehicles.

W. *Covenants, Conditions, and Restrictions.* It is the responsibility of the Permittee and not the City to investigate, verify with the relevant homeowners' association or maintenance organization, and determine that the use of a Dwelling as a Short-Term Rental does not violate any applicable covenants, conditions, and restrictions or any of the regulations or rules of the homeowners' association or maintenance organization having jurisdiction in connection with the Short-Term Rental Property. Notwithstanding the City's issuance of a Short-Term Rental Permit, the City shall not have any obligation or be responsible for making a determination regarding whether or not the issuance of a Short-Term Rental Permit or the use of a Dwelling as a Short-Term Rental is permitted under any covenants, conditions and restrictions or any of the regulations or rules of the homeowners' association or maintenance organization having jurisdiction in connection with the Short-Term Rental Property, and the City shall have no enforcement obligations in connection with such covenants, conditions and restrictions or such regulations or rules.

X. *Transient Occupancy Tax.* All Short-Term Rentals shall be subject to the City's transient occupancy tax, as required by Chapter 3.40 CVMC (Transient Occupancy Tax).

Y. *Receipts to Be Maintained.* The Permittee shall maintain the amount of gross receipts, including but not limited to Rent and transient occupancy tax paid for each stay in a format required by the City.

Z. *City Inspections.* Consistent with applicable law, the City shall have the authority to conduct random inspections of Short-Term Rental Properties and Short-Term Rental Units as the Director of Development Services deems necessary or prudent to ensure compliance with the provisions of this chapter, including without limitation, based upon any complaints or violations that occur or prior to a renewal of a permit.

AA. *Additional Conditions.* The Director of Development Services shall have the authority at any time to impose additional conditions on the use of any Short-Term Rental Unit and/or property to ensure that any potential secondary effects unique to the subject Short-Term Rental Unit or property are avoided or adequately mitigated.

BB. *Hardships.* The Director of Development Services is authorized to modify the standard conditions upon request of an Applicant, Permittee, or their Agent, based on site-specific circumstances for the purpose of allowing accommodation of a Short-Term Rental Unit. All requests must be in writing and shall identify how the strict application of one or more of the standard conditions creates an actual and unreasonable hardship to a property such that, if the requirement is not modified, reasonable use of the property for a Short-Term Rental would not be allowed. Any hardships identified must relate to physical constraints to the Short-Term Rental Property and shall

not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem. An Applicant or Permittee may be required to provide such other supplemental information as may be requested by the Director of Development Services. The Director of Development Services shall only allow modifications which are consistent with the purpose and intent of this chapter. (Ord. 3514 § 1, 2021).

5.68.120 Short-term rental event permit.

A. At no time shall a Short-Term Rental Unit or Short-Term Rental Property be used for large-scale events exceeding the maximum allowed occupancy pursuant to CVMC 5.68.110 in exchange for Rent unless a Short-Term Rental Event Permit has been issued. For purposes of this section “large scale events” shall include without limitation commercial parties, weddings, fundraisers, conferences, or other similar assemblies that are separate from the purpose of lodging.

B. The maximum number of Short-Term Rental Event Permits that can be issued per Short-Term Rental Permit unit each term shall be limited to 12. Any application for a Short-Term Rental Event Permit thereafter and within the same permit term shall automatically be deemed null and void by the City.

C. Each Short-Term Rental Event Permit shall have a maximum term of 12 hours.

D. A duly issued, valid and in effect Short-Term Rental Permit shall be required in order to apply for a Short-Term Rental Event Permit.

E. Short-Term Rental Event Permits may be issued in the following residential zones: R-E – residential estates zone; R-1 – single-family residence zone; R-2 – one- and two- family residence zone; MHP – exclusive mobilehome park zone; R-3 – apartment residential zone; and equivalent residential zones in specific plans or sectional planning area plans that allow residential uses.

F. The application for a Short-Term Rental Event Permit shall be upon a form provided by the Director of Development Services and accompanied by payment of a Short-Term Rental Event Permit fee set by resolution of the City Council as presently designated, or as may be in the future amended, in the master fee schedule of the City.

G. The issuance of a Short-Term Rental Event Permit shall not be construed to authorize the conduct or continuance of any illegal Short-Term Rental or of a legal Short-Term Rental in an illegal manner. All Owners, Long-Term Tenants, and Permittees shall cause their Short-Term Rental Property and Short-Term Rental Units, prior to permit issuance and at all times during the term of a Short-Term Rental Event Permit, to be in compliance with all applicable codes regarding fire, building and safety, health and safety, and all other relevant laws, regulations, and ordinances applicable to residential uses and the underlying zone and obtain all permits required and pay all applicable fees. (Ord. 3514 § 1, 2021).

5.68.130 Limitations on City's liability.

To the maximum extent allowed by law, the City shall not incur or assume any direct or indirect liability as a result of having issued a Short-Term Rental Permit or Short-Term Rental Event Permit pursuant to this chapter. As a condition of permit issuance, the Applicant shall provide written acknowledgement and agreement that, in the event a permit is approved and issued, it agrees to assume all risk and defend, indemnify and hold harmless the City concerning the City's approval and issuance of the permit, the operation and maintenance of the Short-Term Rental Unit and Short-Term Rental Property, and any other matter relating to the Short-Term Rental Unit and Short-Term Rental Property, including without limitation any claim or demand made by the governing body of a homeowners' or maintenance association having jurisdiction over the subject Dwelling in any action or proceeding in which the City is named or made a party arising out of or connected with the subject matter of any applicable covenants, conditions and restrictions and/or rules and regulations, except that the Applicant shall not be required to indemnify, defend or hold harmless the City for the City's sole negligence or intentional misconduct. If the Applicant is a Long-Term Tenant where such tenant is offering a Dwelling, or any portion thereof, as a Short-Term Rental, the Owner of the Dwelling that is the subject of the Short-Term Rental Permit shall provide the same written acknowledgement and agreement. (Ord. 3514 § 1, 2021).

5.68.140 Audit inspection.

Each Permittee, Agent, or representative of any Owner (1) shall provide to the Director of Development Services such records relating to the use and occupancy of the Short-Term Rental Unit, and (2) shall cooperate in the conduct of inspections of the Short-Term Rental Unit, as may be reasonably requested by the Director of Development Services, to determine that the objectives and conditions of this chapter are met. (Ord. 3514 § 1, 2021).

5.68.150 Responsibilities of hosting platforms.

A. *Take Down Notice.* Upon written or electronic notification from the City that the City has not issued a permit for a Short-Term Rental which is listed or advertised on the internet website provided or maintained by a Hosting Platform, the Hosting Platform shall discontinue and remove the listing or advertisement within 10 calendar days from the transmittal date of the notification. The Hosting Platform thereafter shall not list or advertise the Short-Term Rental without written certification from the City that the required permit has been issued.

B. *Information to Be Provided to Responsible Person.* A Hosting Platform operating in the City shall provide the following information to any Person listing a Dwelling Unit through the Hosting Platform's service:

1. Notice of the requirements listed in this chapter, including the requirement to obtain a license prior to any listing;

2. Notice of the transient occupancy tax requirements (Chapter 3.40 CMVC).

Upon request by the City, a Hosting Platform shall provide documentation to the City demonstrating that the Hosting Platform provided the required notification. Hosting Platform's failure to provide written notification shall not excuse any Person from complying with any local regulations.

C. *TOT Collection Responsibilities.* The Hosting Platform shall collect all required transient occupancy taxes (Chapter 3.40 CMVC) on accommodation transactions facilitated by the Hosting Platform and shall remit the taxes on a monthly basis to the City with the completion of a form approved by the City. A Hosting Platform collecting and remitting transient occupancy taxes under this section shall issue a receipt to each Responsible Person. The Hosting Platform shall separately state on the receipt the amount of the transient occupancy tax charged and maintain a duplicate of such receipt. A Hosting Platform shall maintain all documentation necessary to demonstrate that the proper amount of taxes have been remitted to the City for a period of four years after the date of remittance.

D. *Information to Be Collected and Provided to City.* Subject to applicable law, a Hosting Platform with listings located in the City shall provide to the City on a monthly basis, in a format specified by the City, the Short-Term Rental Permit number of each listing, the name of the Person responsible for each listing, the address of each such listing, and, for each booking that occurs within the reporting period, the number of days booked, whether the booking was for a Whole-Home Short-Term Rental or a Partial-Home Short-Term Rental, and the total price paid for each rental.

A Hosting Platform shall maintain, to the extent received from the Person responsible for the listing, the following information for each Dwelling Unit in the City for which the Hosting Platform provided a booking service for a period of four years from the date of the transaction:

1. The first and last name of the Person who offered the Short-Term Rental;

2. The exact street address of the Dwelling Unit, including any unit numbers;

3. The dates for which a Responsible Person procured occupancy of the Dwelling Unit using the booking service provided by the Hosting Platform, and the total number of room nights by reporting period by Owner;

4. The amount of gross receipts, including but not limited to Rent and transient occupancy tax, paid for each stay in a format required by the City; and

5. The City Short-Term Rental Permit number and the City Transient Occupancy Tax Certificate number associated with the Short-Term Rental.

A Hosting Platform shall deliver information set forth in this section to the City upon request. The City may apply auditing procedures necessary to determine the amount of taxes due to the City and to ensure compliance with this chapter.

E. *Conformance to Law.* The provisions of this section shall be interpreted in accordance with otherwise applicable state and federal law(s) and will not apply if determined by the City to be in violation of any such law(s). (Ord. 3514 § 1, 2021).

5.68.160 Violations – Penalties.

A. It shall be unlawful for any Person to violate any provision or fail to comply with the requirements of this chapter or any regulation adopted hereunder. Each day that a violation continues is deemed to be a new and separate offense.

B. Any Person violating any of the provisions or failing to comply with any of the requirements of this chapter or any regulation adopted hereunder shall be guilty of a misdemeanor punishable by a fine of not more than $1,000 or imprisonment for a period of not more than six months, or by both a fine and imprisonment. No proof of knowledge, intent, or other mental state is required to establish a violation. At the sole discretion of the City Prosecutor, any violation of this chapter may in the alternative be cited and prosecuted as an infraction.

C. Any condition caused or allowed to exist in violation of any of the provisions of this chapter or any regulation adopted hereunder is a public nuisance. Such violation may be abated by the City, or by the City Attorney on behalf of the people of the state of California, as a nuisance in any manner provided for in this code, including summary abatement, or otherwise provided by law or equity, including a restraining order, injunction, or any other order or judgment in law or equity issued by a court of competent jurisdiction. The City, or the City Attorney on behalf of the people of the state of California, may seek injunctive relief to enjoin violations of, or to compel compliance with, this chapter or seek any other relief or remedy available at law or equity, including the imposition of monetary civil penalties. All expenses incurred by the City in connection with any action to abate a public nuisance will be chargeable as authorized by law to the Persons creating, causing, committing, or maintaining the public nuisance.

D. An Enforcement Officer may issue administrative citations or civil penalties in accordance with Chapter 1.41 CVMC for violation of any of the provisions of this chapter or any regulation adopted hereunder. When a violation occurs, it is not required that a warning or notice to cure must first be given before an administrative citation or civil penalty may be issued. Any report where the City's Police Department has concluded that a violation of this chapter has occurred may be submitted to the Director of Development Services for review, processing and issuance of an administrative citation or civil penalty by an Enforcement Officer.

E. Each criminal citation, administrative citation, and civil penalty issued for a violation of any provision of his chapter may be issued, levied, or assessed against one or more of: the Owner, the Permittee, the Permittee's Agent, a Hosting Platform, the Responsible Party, the Occupant, and any other Person who caused, created, committed, or maintained the violation.

F. A violation of any provision of this chapter by any Permittee, Permittee's Agent, Local Contact Person, Responsible Person or Occupant of a Short-Term Rental shall constitute grounds for modification of the Short-Term Rental Permit.

G. The Director of Development Services may suspend or revoke a Short-Term Rental Permit if any three major violations are issued in connection with the same Short-Term Rental Property within a continuous period of 12 months, including major violations that result from aggregating minor violations into a major violation as described in subsection (I)(1)(h) of this section. A change of Ownership shall have no effect on the accumulation of violations against the Short-Term Rental Property.

H. When a violation occurs, it is not required that a warning or notice to cure must first be given in order to impose the sanction of modification, suspension, or revocation of the Short-Term Rental Permit.

I. For purposes of this section:

1. A "major violation" consists of any of the following:

a. Operating a Short-Term Rental without securing a Short-Term Rental Permit pursuant to this chapter;

b. Exceeding Short-Term Rental Unit occupancy limitations without securing a Short-Term Rental Event Permit pursuant to this chapter;

c. Any Occupants engaging in outdoor activities on a Short-Term Rental Property between the hours of 10:00 p.m. and 9:00 a.m. that involve the use of fire pits, barbecues, swimming pools, hot tubs, spas, tennis or paddleball courts, or other similar and related improvements or play equipment, or if any Occupants engage in outdoor parties, outdoor singing, shouting, clapping or other activities generally associated with partying or if Occupants engage in any outdoor drunk or disorderly conduct during those hours;

d. The Permittee, the Permittee's Agent and/or the Local Contact Person, failing to respond to an Enforcement Officer's request, respond within one hour, or to reasonably cooperate in facilitating an investigation and the correction of a suspected violation of this chapter;

e. The unpermitted use of a garage as a game room or for sleeping purposes at a Short-Term Rental Unit or on a Short-Term Rental Property;

f. Criminal activities by the Permittee, Permittee's Agent, the Local Contact Person, or any Occupant on the premises; however, a minor violation shall not be deemed a criminal activity for purposes of constituting a major violation merely because any violation of this chapter may constitute a misdemeanor or a public nuisance;

g. Any other violation of this chapter determined by the City Manager to constitute a serious threat to the public health or safety of the community; or

h. Four minor violations of any type in connection with the same Short-Term Rental Unit or Short-Term Rental Property during any continuous period of 12 months.

2. A "minor violation" consists of any of the following:

a. A failure of the Permittee to obtain the signature of the Responsible Person acknowledging the rules;

b. A failure to pay the Transient Occupancy Tax (TOT) required for the Short-Term Rental; or

c. Any violation of any law, ordinance, resolution, or permit condition regulating Short-Term Rental Units or Short-Term Rental Properties or any other provisions of federal, state, or local law that does not constitute a "major violation" as set forth above.

J. The City may issue an administrative citation or civil penalty for any violation of this chapter as follows:

1. First offense – not to exceed $100.00 for a minor offense and $1,000 for a major offense;

2. Second offense within any continuous period of 12 consecutive months – not to exceed $500.00 if the offense is a minor offense and $2,000 if the offense is a major offense;

3. Third and fourth offenses within any continuous period of 12 consecutive months – not to exceed $1,000 if the offense is a minor offense and $4,000 if the offense is a major offense.

4. Fifth and subsequent offenses within any continuous period of 12 consecutive months – not to exceed $1,500 if the offense is a minor offense and not to exceed $5,000 if the offense is a major offense.

K. Unless prohibited by any state or federal law, the City may issue a Hosting Platform an administrative citation or civil penalty for any violation of this chapter or the code by the Hosting Platform as follows:

1. First offense – not to exceed $500.00;

2. Second offense within any continuous period of 12 consecutive months – not to exceed $1,000;

3. Third and subsequent offenses within any continuous period of 12 consecutive months – not to exceed $2,000.

L. Whenever in this chapter any act or omission is made unlawful, it shall include causing, aiding, abetting, suffering, or concealing the fact of such act or omission.

M. The remedies specified in this section are cumulative and in addition to any other remedies available under state or local law for violation of this code.

N. Nothing in this section shall be construed as requiring the City to allow, permit, license, authorize or otherwise regulate Short Term Rental or Event activity, or as abridging the City's police power with respect to enforcement regarding Short Term Rental or Event activity. (Ord. 3514 § 1, 2021).

5.68.170 Procedure for imposition of modification, suspension and/or revocation of short-term rental permit.

A. In addition to any other penalty authorized by law, a Short-Term Rental Permit may be modified, suspended, or revoked for any violation of this chapter or federal, state, or local law in accordance with the provisions of this section, including the following:

1. The Applicant or Agent for, and/or Owner of, the Short-Term Rental has been adversely sanctioned or penalized by the City, or any other city, county, or state, for a material violation of State or local laws or regulations related to Short-Term Rentals.

2. The Applicant or Agent for, and/or Owner of, the Short-Term Rental has conducted, facilitated, caused, aided, abetted, suffered, or concealed unlawful activity in the City.

B. The Director of Development Services shall have the authority to modify a Short-Term Rental Permit to impose additional conditions or amend existing terms or conditions in the event of any violation of any condition of the permit or any violation of this chapter or federal, state, or local law.

C. Any modification of conditions or suspension or revocation of a Short-Term Rental Permit shall be in accordance with the following procedures:

1. The Director of Development Services shall conduct an investigation whenever they have reason to believe that an Owner, Permittee, Permittee's Agent, or Local Contact Person is in violation of, or has failed to comply with, any condition of the Short-Term Rental Permit, any requirements of this chapter or federal, state, or local law.

2. Should the investigation reveal substantial evidence to support a finding that a violation occurred, the Director of Development Services shall issue a written notice of intention to modify, suspend and/or revoke the permit. The written notice shall be served on the Responsible Person, shall specify the facts which, in the opinion of the Director of Development Services, constitute substantial evidence to establish grounds for modification, suspension and/or revocation, and state that the permit will be modified, suspended or revoked within 30 calendar days from the date the notice is given unless the Owner or Person aggrieved by the Director of Development Services' decision files with the City Clerk, before the modification, suspension or revocation becomes effective, a request for an administrative hearing to appeal the decision pursuant to CVMC 5.68.180. (Ord. 3544 § 13, 2023; Ord. 3514 § 1, 2021).

5.68.180 Appeal procedures.

A. Any affected Person may appeal a decision of the Development Services Director modifying, denying, suspending, or revoking a Short-Term Rental Permit to the City Manager within 30 calendar days from the date the notice is given. Said appeal shall be in writing and filed with the City Clerk upon forms provided by the Development Services Department and shall specify therein that the decision of the Development Services Director was in error and identify the facts and circumstances on which the claim of error is based. If an appeal is filed within the time limit specified, it shall automatically stay proceedings in the matter until a determination is made by the City Manager. The City Manager shall set the matter for hearing before a hearing examiner and notify the parties in writing of the date and location of the hearing at least 10 business days prior to said date.

B. The fee to request an appeal pursuant to this chapter shall be in the form of a deposit, the amount to be determined by the City Manager in accordance with any applicable law based on the anticipated staff cost to conduct the hearing. If the cost of the hearing or appeal exceeds the deposited amount, the requesting party shall

be responsible for payment of the additional costs incurred. If the hearing officer determines that the violation is not supported by the evidence, the entire deposited amount will be returned to the party that requested the appeal. The appeal hearing shall be conducted pursuant to CVMC 1.30.090 and 1.30.100. (Ord. 3514 § 1, 2021).

5.68.190 Effect of short-term rentals ordinance on other provisions of code.

The issuance of any Short-Term Rental Permit pursuant to this chapter shall not relieve the Owner of the obligation to comply with all other provisions of this code pertaining to the use and occupancy of the Short-Term Rental or the Short-Term Rental Property on which it is located. (Ord. 3514 § 1, 2021).

5.68.200 Promulgation of regulations, standards, and other legal duties.

A. In addition to any regulations adopted by the City Council, the City Manager is authorized to establish, consistent with the terms of this chapter, any additional administrative rules, regulations and standards governing the issuance, denial or renewal of Short-Term Rental Permits or Short-Term Rental Event Permits and any other subject determined to be necessary to carry out the purposes of this chapter.

B. Regulations shall be published on the City's website and maintained and available to the public in the Office of the City Clerk.

C. Regulations promulgated by the City Council or the City Manager shall become effective and enforceable upon date of publication on the City's website or, with respect to existing Short-Term Rental Permits, upon the date specified in a written notice to Permittees by the City. (Ord. 3514 § 1, 2021).

5.68.210 No vested rights.

Except in instances where constitutional principles or binding state or federal law otherwise provide, neither the provisions of the code nor any ordinances or other measures concerning Short-Term Rentals are a grant of vested rights to continue as a Short-Term Rental indefinitely, and any Short-Term Rental use and/or permits for a Short-Term Rental use are subject to provisions of other ordinances, resolutions, or other City measures concerning Short-Term Rentals that may be enacted or adopted, though such ordinances, resolutions, or other City measures may change the terms, conditions and/or duration for a Short-Term Rental use, including but not limited to those that may terminate some or all Short-Term Rental uses, with or without some period of amortization. While this recitation concerning vested rights is implicit in any uses permitted by the City, this explicit recitation is set forth to avoid any uncertainty or confusion. (Ord. 3514 § 1, 2021).

5.68.220 Effective date.

This chapter shall take effect and be in force on February 1, 2022, with the exception of CVMC 5.68.040 (Permit required), 5.68.080 (Renewals), 5.68.120 (Short-term rental event permit), and 5.68.150 (Responsibilities of hosting platforms). CVMC 5.68.040, 5.68.080, 5.68.120, and 5.68.150 shall take effect and be in force as of July 1, 2022. Violations of the effective sections of this chapter prior to July 1, 2022, may be cause for denial of a Short-Term Rental Permit application. (Ord. 3514 § 1, 2021).

The Chula Vista Municipal Code is current through Ordinance 3588, passed December 17, 2024.

Disclaimer: The City Clerk's Office has the official version of the Chula Vista Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.chulavistaca.gov
To be notified when additions, amendments, or revisions are made to the code, send your e-mail address to (be sure to add "Chula Vista Municipal Code" in the subject line) cpc@generalcode.com.

Hosted by General Code.

Chapter 8.34

Short-Term Rental Permit

Sections:

8.34.010 Purpose – Findings and Determinations
8.34.020 Definitions
8.34.030 Short-Term Rentals Allowed
8.34.040 Authorized Agent
8.34.050 Short-Term Rental Permit Requirements
8.34.060 Short-Term Rental Application and Issuance
8.34.070 Short-Term Rental Operating Requirements
8.34.080 Violations and Enforcement
8.34.090 Denial, Suspension and Revocation

Section 8.34.010 Purpose – Findings and Determinations

The purpose of this chapter is to establish reasonable regulations for short-term rentals to safeguard the peace, safety and general welfare of neighborhoods within the City by minimizing negative secondary effects related to short-term rentals such as excessive noise, disorderly conduct, illegal parking, overcrowding, and excessive accumulation of refuse. By reducing any adverse impacts of short-term rentals, these regulations also ensure compatibility with surrounding neighborhood uses.

This chapter is not intended to provide any owner of residential property with the right or privilege to violate any deed restrictions or private covenants, conditions and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property as a short-term rental as defined in this chapter.

(Ord. No. 2024-05, Enacted 06/26/24)

Section 8.34.020 Definitions

"**Agent**" means a person designated by the owner in writing to act on the owner's behalf with respect to owner's short-term rental and compliance with this chapter.

"**Bedroom**" means a private room intended for or capable of being used for sleeping purposes, separated from other rooms by a door, curtain or other entry way, having at least one window and a closet, and is accessible to a bathroom without crossing into another bedroom. Bedrooms exclude bathroom, kitchen, living room, and laundry areas.

"**Broker**" means any person, including, but not limited to, on-line websites, on-line travel agencies, and on-line booking agents, that offers, lists, advertises, accepts reservations and/or collects whole or partial payment for a short-term rental.

"**Hosted unit**" means a short-term rental where the owner remains and resides onsite or on a property immediately adjacent to the short-term rental property during the short-term rental period (except during daytime and/or working hours).

"**Non-hosted unit**" means a short-term rental whereby the owner does not remain or reside on-site or on a property immediately adjacent to the short-term rental property during the short-term rental period.

"**Owner**" means an owner of record of the real property that contains the short-term rental, as provided for in the property deed.

"**Short-term rental**" is defined as the rental of any legally permitted dwelling unit or any

portion of any legally permitted dwelling unit, including detached single-family residences, guesthouses, condominiums, duplexes, townhomes and multiple-family dwellings, for occupancy for dwelling, lodging or sleeping purposes for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Short-term rentals exclude the following: any accessory dwelling unit permitted under Chapter 18.31 of the Development Code; any trailer coach as defined in Chapter 18.02 of the Development Code; and any oversized recreational vehicle as defined in Section 10.34.010.B of this Code.
(Ord. No. 2024-05, Enacted 06/26/24)

Section 8.34.030 Short-Term Rentals Allowed

Short-term rentals that comply with all requirements of this chapter are allowed in zones and Specific Plans in the City that permit residential uses.
(Ord. No. 2024-05, Enacted 06/26/24)

Section 8.34.040 Authorized Agent

A. An owner may in writing authorize an agent to comply with the requirements of this chapter on their behalf. The agent shall submit a copy of the authorization to the City during the permit and permit renewal application process.

B. Notwithstanding Subsection A above, the owner shall not be relieved from any personal liability for noncompliance with this chapter, regardless of whether such noncompliance was caused, allowed or permitted by the owner's agent or the occupants or guests of the owner's short-term rental.
(Ord. No. 2024-05, Enacted 06/26/24)

Section 8.34.050 Short-Term Rental Permit Requirements

Prior to renting or advertising the availability of a short-term rental, the owner or their agent shall obtain: (1) a business license pursuant to Chapter 5.04 of this Code; (2) a transient occupancy registration certificate pursuant to Chapter 3.24 of this Code; and (3) a short-term rental permit pursuant to this chapter.
(Ord. No. 2024-05, Enacted 06/26/24)

Section 8.34.060 Short-Term Rental Permit Application and Issuance

A. Contents of Permit Application. Owners or their agent shall submit a short-term rental permit application to the City for each short-term rental unit. The permit application shall be submitted on a City-approved form that requires the following information:

1. If applicable, owner's written authorization of agent(s).
2. Legal name, address and telephone number of all owner(s), agent(s), broker(s) for the short-term rental and the 24-hour, seven-day per week local contact person.
3. The address and assessor's parcel number of the property proposed to operate as a short-term rental.
4. The number of bedrooms within the short-term rental.
5. The number of existing on-site parking spaces designated for the exclusive use of the short-term rental.
6. Whether the short-term rental is a "hosted unit" or a "non-hosted unit".
7. The number of fire extinguishers and smoke and carbon monoxide alarms at the short-term rental property, and a self-certification of compliance with the Fire Code, subject to review and approval by the City's Fire Marshal.

8. Copy of any application and all other forms that renters of the short-term rental will be required to complete.

9. Copy of the owner's rules and regulations for the short-term rental.

10. Signed statement acknowledging all of the following: (a) all of the information contained in the short-term rental permit application is true and correct; (b) all owner(s)/agent(s), and the designated local contact person, are familiar with the requirements of this chapter; (c) all owner(s)/agent(s), and the designated local contact person, are responsible for ensuring compliance with this chapter; and (d) failure to comply with this chapter and all applicable provisions of this Code may result in suspension and/or revocation of a short-term rental permit.

11. Such other standardized information as the City Manager, or designee, deems reasonably necessary to administer this chapter.

B. Application Signatories. All owners listed on the property deed are required to sign the short-term rental permit application. Signatures of non-corporeal owners, such as partnerships and corporations, shall be made by the entity's duly authorized agent(s) or such individual(s) otherwise permitted by law to sign on the entity's behalf.

C. Permit Fee. A short-term rental permit fee has been established by resolution of the City Council and shall be paid in conjunction with initial and renewal applications. The fee is nonrefundable.

D. Granting of Permit and Renewal. The City shall grant or renew a permit if the application meets the requirements of this section and there are no grounds for denial pursuant to section 8.34.090.B. All short-term rental permits are valid for one year and shall be renewed annually in coordination with business license renewals.

E. Change of Ownership. Permits only apply to the person(s) named on the application and are non-transferable. Within 14 calendar days of a material change in the property ownership or substitution of listed agent(s), a new application for a short-term rental permit shall be submitted with the required application fee.

F. Short-term rentals are subject to the provisions of Chapter 3.24 of this Code regarding the collection and remittance of Transient Occupancy Tax (TOT). Failure to comply with these provisions may result in revocation of a short-term rental permit pursuant to section 8.34.090.C. A broker that collects any revenue from arranging or listing a short-term rental location in the City has primary responsibility for collecting, paying and transmitting all TOT due to the City pursuant to Chapter 3.24 of this Code.

G. False Statements. Any false statements or information provided in the application are grounds for denial of a short-term rental permit pursuant to section 8.34.090.C, or if the permit has already been issued by the City, permit revocation or imposition of penalties.

H. Indemnification. By accepting a short-term rental permit, the permittee agrees to defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liability arising out of the actions permitted by such permit, and agrees to pay on behalf of the City all claims, damages, judgments, legal and court costs, adjuster fees and attorney fees related thereto.

(Ord. No. 2024-05, Enacted 06/26/24)

Section 8.34.070 Short-Term Rental Operating Requirements

The use and occupancy of short-term rentals shall comply with the following operating requirements. For purposes of this section, "responsible person" shall mean the owner(s) and agent(s) listed in the permit application for the short-term rental:

A. Public Nuisance Prohibited. The responsible person shall not cause, allow or permit the use or occupancy of the short-term rental to create a public nuisance, including, but not limited to, unruly gatherings or raucous noise. "Raucous noise" includes yelling, screaming,

shouting, or making other disturbing noises, including noise violations as identified in Chapter 8.32 of this Code, which unreasonably interfere with the peace and quiet of nearby residents or members of the public. “Unruly gathering” includes, but is not limited to, gatherings of occupants and/or guests at a short-term rental that exceed the number permitted on the short-term rental permit and gatherings of occupants and/or guests engaging in disorderly conduct that disturbs the public peace. The responsible person shall immediately abate any public nuisances caused by the use or occupancy or the short-term rental.

B. Noise Violations Prohibited. The responsible person shall not cause, allow or permit the emission or transmission of any noise violation as identified in Chapter 8.32 of this Code at a short-term rental, including from any sound-making equipment or sound-amplifying device.

C. Permitted Occupancy. The responsible person shall limit overnight occupancy of the short-term rental to a specific number of occupants not to exceed two persons per bedroom or studio plus one additional person per dwelling unit.

D. Parking. The responsible person shall limit the number of vehicles at the short-term rental to the number of parking spaces designated in the short-term rental permit. All on-site parking spaces designated for occupant use in the permit shall be made available for the vehicles of occupants. Occupants shall avoid street parking and vehicles shall not impede access to sidewalks and adjoining neighboring properties or driveways. Vehicles shall not park in designated fire lanes. Parking of motor vehicles, trailers and recreational vehicles by occupants shall comply with Section 8.36.040.B.7 of this Code.

E. Trash and Refuse. Trash and refuse shall not be left or stored within public view except at a location that is designated for collection from sunset on the day prior to trash pick-up until up to midnight on the day designated for trash pick-up. All trash shall be in approved receptacles pursuant to Chapter 13.16 of this Code and comply with Section 8.36.040.B.4 and 5 of this Code.

F. Rental Agreements. Information on the permitted occupancy, parking capacity, and trash disposal requirements of the short-term rental, and the requirements of this chapter, shall be stated in the rental information and agreement provided to prospective renters, prior to their occupancy of the short-term rental. Renters shall agree in writing to follow the provisions of this chapter that apply to use and occupancy of a short-term rental.

G. Outdoor Fire Pits. No open wood-burning fire pits, bonfires or campfires are permitted at short-term rental properties. Natural gas/propane burning fireplaces and fire pits with 20-pound tanks or smaller are acceptable outside, provided the device is at least 10 feet away from structures and any flammable materials.

H. Grills and Barbeques. Grills and barbeques are not permitted beneath a potentially flammable source, including, but not limited to, trees, umbrellas, decks, or other appurtenant structures, and shall be at least 10 feet away from structures and any flammable materials. Charcoal grills of any type are strictly prohibited.

I. No Roof Access. The responsible person shall not cause, permit or allow occupants to have roof access to the short-term rental. This prohibition does not include permitted roof decks.

J. Life/Safety Compliance. The short-term rental property shall meet basic life/safety requirements under applicable laws such as the California Health & Safety Code and City-adopted building and fire codes. Minimum operating requirements include, but are not limited to, operable smoke and carbon monoxide alarms, fire extinguisher, and first aid kit.

K. Inspections. Regardless of the time of day, the responsible person shall permit the City to inspect the short-term rental and property in response to any complaint received by the City, for the purpose of making a reasonable inspection to observe and enforce compliance with all applicable laws, rules and regulations, including the provisions of this chapter.

L. No Subletting. The subletting of a short-term rental is prohibited. Only the person with a valid short-term rental permit issued by the City is permitted to advertise and rent out a property as a short-term rental.

M. Special Events and Temporary Uses Prohibited. Special events and temporary uses such as weddings, corporate events, commercial functions, and any other similar events that have the potential to cause traffic, parking, noise, or other adverse impacts in the neighborhood are prohibited at the short-term rental property or as a component of short-term rental activities.

N. No Commercial Filming. No commercial filming may occur at the short-term rental property concurrently with an active short-term rental permit.

O. Permitted Guest Hours. The designated short-term rental occupants may host guests at the short-term rental during the hours of 9:00 a.m. to 9:00 p.m. daily.

P. Advertisements. It is unlawful for any person or entity to advertise a short-term rental in the City without a valid and current permit issued by the City. All advertisements for a property operating with a valid short-term rental permit, including those advertisements posted on or by hosting platform sites, shall include the short-term rental permit number provided by the City, the maximum number of occupants permitted to stay in the unit, and the maximum number of vehicles permitted to be parked at the short-term rental.

Q. Minimum Night Stay. Non-hosted units shall have a minimum night stay of two consecutive nights. This provision does not apply to hosted units or to short-term rentals in multi-family residential dwellings.

R. Maximum Number of Short-Term Rentals. An owner is limited to operating a maximum of five short term rentals per City Council district in the City.

S. Interior Display of Short-Term Rental Permit. During the period of short-term rental operation, the responsible person shall affix a display on the inside of the main entry door of the short-term rental that includes: (1) the short-term rental permit that applies to the unit; (2) the maximum number of overnight occupants permitted to stay in the unit; (3) the maximum number of vehicles; and a (4) 24-hour, seven-day per week local phone number of the local contact person.

T. Exterior Complaint Phone Number Display. During the period of short-term rental operation, the responsible person shall affix a display on a front window of the short-term rental that includes: (1) a 24-hour, seven-day per week local phone number of a designated contact to take complaints regarding the unit; (2) the number of bedrooms; (3) maximum number of occupants permitted to stay in the unit; and (4) the maximum number of vehicles.

U. The Response Requirements. The responsible person shall, upon notification that occupants or guests of their short-term rental have violated provisions of this chapter or other applicable federal, state or local laws, rules, or regulations, prevent a recurrence of such conduct by those occupants or guests and shall respond to the notification of violations as soon as practically possible, but within 1 hour at the latest. Failure to timely respond to complaints may result in enforcement pursuant to section 8.34.080.C.

V. Compliance with Laws. The responsible person shall comply with all applicable provisions of this Code, and all other federal, state, and local laws, rules, and regulations. (Ord. No. 2024-05, Enacted 06/26/24)

Section 8.34.080 Violations, Enforcement and Penalties

A. Any person violating any of the provisions of this chapter shall be subject to enforcement pursuant to Chapter 1.12 et. seq. of this Code and any other enforcement mechanism available to the City, including revocation of the short-term rental permit pursuant to section 8.34.090.C.

B. Any short-term rental that is operating in violation of this chapter is hereby

declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation pursuant to Chapter 8.36 of this Code.

C. The following penalties apply to administrative citations issued for violations of this chapter:

1. For a first administrative citation, a fine not exceeding $500 per violation of each provision of this chapter.

2. For a second administrative citation within one year of the first citation, a fine not exceeding $1,000 per violation of each provision of this chapter.

3. For a third or subsequent administrative citation within one year of the first citation, a fine not exceeding $1,500 per violation of each provision of this chapter.

(Ord. No. 2024-05, Enacted 06/26/24)

Section 8.34.090 Denial, Suspension and Revocation

A. Denial, Suspension or Revocation. In addition to any other remedy provided by this chapter, a short-term rental permit may be denied, suspended, or revoked by the City Manager, or designee, pursuant to this section.

B. Grounds for Denial or Suspension. A short-term rental permit may be denied or immediately suspended if any of the following grounds exist:

1. The application or renewal application for the short-term rental permit does not comply with all the requirements of section 8.34.060.

2. A material misrepresentation, false or misleading information was included on the application or renewal application for the short-term rental permit.

3. An authorized official has cited the short-term rental property for health or safety violation(s) and such violation(s) remain outstanding.

4. The use or occupancy of the short-term rental property has been cited by an authorized official for felony violation(s) and criminal prosecution is pending.

5. A delinquency in the payment of any outstanding fees, assessments or taxes owed to the City related to the short-term rental property, including, but not limited to, Transient Occupancy Taxes (TOT).

C. Revocation of Permit. If a third administrative citation is issued for violation(s) of this chapter at a short-term rental within a one-year period, the City shall revoke the short-term rental permit upon a determination that the violation(s) alleged in the third citation has occurred. Notwithstanding the foregoing, the City shall immediately revoke the short-term rental permit upon final determination that a felony violation relating to the use or occupancy of the short-term rental property has occurred.

D. Appeal of Denial, Suspension or Revocation. Any denial, suspension or revocation of a short-term rental permit shall be made by the City in writing and is subject to the appeal procedures set forth in Section 5.04.210 of this Code.

E. Prohibited Operations. If a short-term rental permit is revoked pursuant to this section, a short-term rental shall not be operated at the property for a period of 12 months from the date of such revocation unless the property has been sold and the new owner can demonstrate to the City that a change of property ownership occurred during that time period.

(Ord. No. 2024-05, Enacted 06/26/24)

AGENDA REPORT

Department: **Planning**
Prepared by: **Martin Reeder, AICP – Asst. Director of Community Development**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Staff Report Describing the Discretionary Application Process for the Sweetwater Gas Station Project.

RECOMMENDATION:
File the Report.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
This staff report intends to provide information on the discretionary permit process and to address concerns raised regarding the review of the Sweetwater Gas Station project under said process.

Previous Action
The property in question consists of five lots along the Sweetwater Road corridor between Olive Street and Orange Street. Three of the properties were annexed into National City in 2020 and all five were rezoned from residential to mixed-use as part of the same process. There was also an approved project for a small commercial center with a drive-through coffee shop, but that permit expired the same month as the subject permit was submitted.

Application
City staff is tasked with representing and protecting the community through the policies and goals of the General Plan, as well as balancing the rights of property owners and developers to pursue projects through the regulations of the Municipal Code (NCMC). The applicant for this project submitted a Conditional Use Permit[1] (CUP) application on **April 29, 2024** for a retail convenience store with alcohol sales, drive-through food/beverage business, gas station, automated car wash, and a five-unit apartment building. All uses but the apartments require a CUP. A Zone Variance application was submitted later in the process, as described further on in this report.

A discretionary permit that involves multiple requests that would otherwise each require a permit if applied for individually are routinely bundled under one fee. It is a similar amount of work with regard to analysis, report writing, and presentation. In this example, a CUP involving multiple

[1] A Condition Use Permit is a type of land development permit that allows a use of land that isn't normally permitted by zoning laws, but can be allowed if specific conditions are met.

conditionally-allowed uses would only require payment of one CUP fee. A CUP permit fee of $3,703 was submitted with the application.

Land Use Code

Title 18 (Zoning) of the Municipal Code regulates land uses and urban form in the City. Land uses are categorized as either ministerial or discretionary. Ministerial permits are for uses that are allowed by right, or with no discretion involved. This includes building permits, grading permits, or developments that meet all minimum requirements of the Municipal Code. Residential uses, such as the proposed apartments, would generally be considered a by right development in the Major Mixed-Use District (MXD-2) zone in which the project is located. A discretionary permit requires approval by the Planning Commission and/or the City Council. The Sweetwater Gas Station project is considered a discretionary project, as the majority of the requested development requires a CUP, which is a discretionary permit.

Application Processing

After reviewing the project request, Planning staff provided an Incomplete Letter[2] on **May 29, 2024**, asking for a traffic study, evidence of a community meeting for the alcohol sales request, and compliance with various design guidelines contained in the Municipal Code. A modified version of the project with the same components was submitted on **July 23, 2024**. After review of this resubmittal, Planning staff provided a second Incomplete Letter on **August 6, 2024**. Comments referred to the need for another community meeting, a traffic study (although preparation was already in process), and additional architectural design considerations. While a community meeting had been held in the interim, the meeting advertisement did not meet City requirements; therefore, a second community meeting was required (and ultimately held).

In the intervening period, the applicant team prepared a traffic study, which was submitted to the City for review and was ultimately approved on **November 8, 2024**. It was determined that the Project was presumed to have a less-than-significant impact on Vehicle Miles Traveled (VMT) with regard to the California Environmental Quality Act (CEQA) guidelines for assessing potential transportation impacts. This determination was made based on the Project consisting of local-serving retail use less than 50,000 square feet in size and because the residential portion of the Project was a small project generating less than 110 Average Daily Trips (ADT). While the traffic did not rise to the level of CEQA, the traffic study did point to the need for a new traffic signal at Sweetwater Road and Orange Street. This was included as a condition of approval.

While design changes were made, the applicant found that compliance with all applicable Municipal Code design guidelines was not possible due to site constraints, primarily the triangular nature of the property. Due to this hardship, the applicant applied for a Zone Variance[3], which requested wider driveways, less-than-required street wall width, and parking within the front yard setback. Similarly to the discussion related to bundling multiple CUP requests mentioned above, a Zone Variance request involving multiple requests would also be assessed one Zone Variance fee. A permit fee of $3,703 was submitted with the Zone Variance request.

[2] The Permit Streamlining Act (Government Code § 65943) requires that a reviewing agency inform an applicant of whether the application is complete or incomplete within 30 days of application submittal.

[3] A Zone Variance allows a property owner to deviate from strict zoning ordinance requirements when unique circumstances, like unusual lot shape or topography, create a practical difficulty or hardship.

Permit Authority

Chapter 18.12 (Permits and Applications) of the Municipal Code indicates what type of permits require what level of approval. In general, all staff-level decisions may be appealed to the Planning Commission and all Planning Commission decisions may be appealed to the City Council. NCMC 18.12 states that the Planning Commission is either the decision maker or that it makes a recommendation to the City Council for approval or denial as follows:

Role of Review Authority			
Application Type	**Planning Staff**	**Planning Commission**	**City Council**
Conditional Use Permit	Recommend	Decision	Appeal
Variance	Recommend	Decision	Appeal

Public Hearing

A public hearing was scheduled for the Planning Commission meeting of **November 18, 2024**. Under preferred circumstances a staff report will be in final draft form prior to publishing the required 10-day public notice. However, in this case, staff was still working on the report when the notice was published. This was primarily due to staff wishing to help the applicant move the project forward prior to the end of the year. With City staff being furloughed for two weeks over the Christmas holiday and there being no Planning Commission meetings scheduled for January 2025 (due to the regular meeting days falling on observed holidays), the project would experience a significant delay. Many project applicants have extenuating circumstances (e.g., escrow, financing, due diligence period, etc.) and, as such, staff will help to expedite processes when possible. Setting this item for hearing in November was intended as such, as a decision made by the Planning Commission at that meeting would theoretically be in front of City Council in December, prior to the end of the year.

However, between the public notice advertisement and the November 18th Planning Commission meeting, it was determined that additional analysis was needed, which required more time than was available prior to the meeting. Proceeding without the analysis would result in a report going to the Commission without adequate legal review. Because the public hearing had been advertised, the application was not able to be removed from the agenda prior to the November 18 meeting. At the November 18, 2025 meeting, the Planning Commission received public comments from 11 community members. The Commission ultimately voted to continue the item to **December 2, 2024** in order to provide additional review time for staff. At the subsequent meeting on December 2, 2024, the Planning Commission voted to deny the CUP and Zone Variance request by a vote of 4-2 with one member absent.

Notice of Decision

In the case of a Planning Commission decision, per NCMC 18.12.040 D. 5, a Notice of Decision is transmitted to the City Council as an informational item, usually on the Consent Calendar

portion of the agenda. Notice of Decision, the only available action for the City Council to take is to file the Notice of Decision or to hold the item for a public hearing. While the item is on consent, the Council may not consider additional public testimony or discuss the merits of the project. However, the City Council may elect to set the item for a future public hearing in order to receive additional analysis or testimony (a *de novo* public hearing). If the notice is filed, the Planning Commission decision is final (approval or denial). An applicant or aggrieved person may file an appeal of a Planning Commission decision to the City Council within 30 days, at which time the Council would hold a subsequent public hearing, take public testimony on the merits of the appeal, and render a decision. City Council decisions or filing of Planning Commission decisions (absent an appeal) are final. Any subsequent action would be through the public legal system.

A Notice of Decision must be transmitted to the City Council within 30 days (NCMC 18.12.040 D. 5) and is routinely on the agenda of the next regularly-scheduled City Council meeting. While this is typically within two or three weeks, in some cases that timeline might be shorter. For example, if there are extenuating circumstances (as discussed above.), a Notice of Decision may be placed on a City Council agenda within days of a Planning Commission meeting. In this case, the next City Council meeting was the day after the Planning Commission meeting, thus it was impossible to get the Notice of Decision on that agenda. However, there were no regularly-scheduled City Council meetings until 2025. In order to help the applicant get to a decision by the end of the year and to meet the City's 30-day requirement, the Notice of Decision was placed on the agenda for the only remaining scheduled meeting of 2024, which was the Special City Council Meeting of **December 10, 2024**. This meeting was held in order to certify the results of the election, but this item was also added to the agenda.

As previously mentioned, an applicant may file an appeal of a Planning Commission decision to the City Council within 30 days. The choices in this case at this time were to move forward with the Notice of Decision or to appeal. In the case of the Notice of Decision, it would still be possible for the City Council to hold over the item for a public hearing, but that is not guaranteed. The only way to ensure a public hearing is to file the appeal. Planning staff communicated to the applicant that the expected outcome, based on previous experience, was that the City Council would most likely file the Notice of Decision, affirming the Planning Commission denial.

Withdrawal

An applicant may withdraw an application at any point of the process for any reason (e.g., change in direction, financial, public concern, etc.). In the case of a public hearing for which a public notice has been advertised, the discretionary body would still need to open the public hearing, solicit public comment, and close the public hearing. At that point, the acting body would typically continue the item off calendar, as was done by the Planning Commission. The applicant could then choose to abandon the project, re-design or resubmit, or walk away. However, any change in the project would result in the process starting over. In this case, the Notice of Decision on the Consent Calendar was not a public hearing and the applicant chose to withdraw their project application December 10, 2024, the day the Notice of Decision was scheduled to be considered.

Staff Recommendation

During the public hearing process, the respective discretionary body (board, commission, or council) puts stock in the opinion of staff, as they are generally the subject matter experts with regard to land use. Staff works to remain neutral, providing a recommendation and optional

findings for denial. It is then up to the discretionary body to decide which findings to adopt based on the facts and public testimony discussed at the public hearing. In cases where the Planning Commission votes contrary to the recommendation of staff, staff will not generally change their recommendation at the City Council level, but rather will state the history of the recommendation. Staff's initial recommendation is based on the merits of the application as presented, including any and all conditions of approval, which are intended to ensure that the project complies with applicable regulations and aligns with the broader goals and objectives of the local planning framework. Any public comment or community input is considered by the discretionary body and is taken into account when making a decision. Staff accepts and advances the decision of the discretionary body.

A project may not always conform to all General Plan policies or goals. However, it is under the purview of the discretionary body to determine if there are additional merits to consider that would offset any concerns to the contrary. For example, additional density may be granted for a multiple unit residential project if some units are restricted as affordable. In this case, the community benefits from additional affordable housing opportunities, although the development density may be more than the surrounding area exhibits. Ultimately, appropriate findings must be made to support the decision.

CEQA

Planning staff brought this project application forward to the Planning Commission with the recommended adoption of a CEQA Notice of Exemption as an Infill Development Project (CEQA Class 32). This was primarily due to the fact that the project screened out of CEQA with regard to VMT, as previously discussed. However, there was also discussion related to possible excessive noise emissions associated with the proposed automatic car wash. The car wash was presented by the applicant to staff as being of the newest technology with relation to noise attenuation. Staff had asked for noise information, but none was initially provided. This was not considered as much of an issue initially, as the car wash exit (usually the noisiest part of the operation) was on the south side of the property, adjacent to Sweetwater Road. However, a site design change necessitated by the traffic study's queuing analysis resulted in the car wash being flipped 180 degrees, resulting in the exit being on the north side, closest to the neighboring residential area. However, conditions were included with the draft approval resolution that required compliance with Municipal Code noise standards and for a noise study to be provided prior to construction.

Afterword

A discretionary permit applicant is a client. The client pays a fee for an application, knowing that they will lose the application fee in the case of a denial by the discretionary body. An application request may not be popular with a respective community or consistent with all goals or policies of the City, but it is the right of a property or business owner to apply. As long as the proposed use is permitted (conditionally or otherwise), the City is obligated to take in an application. It is then up to the approving body to make a decision on the project. If solicited by the applicant, staff will often provide an opinion at the beginning of a discretionary application process about any perceived issues or on the likelihood of approval. While staff cannot provide any certainty, they will educate applicants on historical precedence and the most likely outcome. However, this is never put forward as being an assumption to be relied upon; the decision to apply is always in the hands of the applicant.

Applicants will often meet with staff prior to an application or during the processing period to discuss the facts of a project and ask for advice. For example, if an applicant holds a community meeting for an alcohol license request and receives significant pushback from the community, staff might suggest some mitigating circumstances to assuage concerns at the Planning Commission or City Council hearings. These will be reflected in the draft conditions of approval for a project. Likewise, an applicant may meet with elected or appointed officials to educate them on a pending project that will be on a future agenda. Depending on the project, City officials may have follow-up questions for staff on the project proposal, merits, or procedural questions related to the application process.

In the case of the Sweetwater Gas Station project, Planning staff discussed with the applicant prior to application submittal and prior to the item moving forward for a public hearing that the proposal was very complex and that they should consider a reduced project. This included removing the residential component and/or one of the commercial components. However, the applicant chose to pursue the project as initially proposed. With the exception of the removal of an above-ground propane tank due to Fire Department regulations, the project was ostensibly the same as that which was originally submitted.

FINANCIAL STATEMENT:
Not applicable. Informational item only.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
Not Applicable

EXHIBIT:
Not Applicable

AGENDA REPORT

Department: **City Manager's Office**
Prepared by: **Councilmember Luz Molina, District 1**
Meeting Date: **Tuesday, April 1, 2025**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Discussion on Recommendation to Amend City Council Policy No. 105

RECOMMENDATION:
Discuss and Provide Direction to Staff.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
At the City Council Meeting held on Tuesday, March 18, 2025, Councilmember Molina submitted a City Council Policy No. 105 Request considering updates to Policy 105 for Efficiency. Council consensus was received for Councilmember Molina to return with a report outlining recommendations. The following is that outline:

Below is a list of different ways the policy can be amended. Please note that additional recommendations are expected as a result of the Council discussion.

1. Justification & Impact Statement Requirement
   - ❖ Amend Section 2(a) to require that each request includes a justification statement outlining:
     - How the item addresses a documented community need or priority
     - Impact on City resources, budget, and staffing
     - Alignment with City's Strategic Plan or Council's adopted goals
     - If request is deemed urgent, then include an explanation of the significant consequences if not addressed immediately, such as financial loss, legal implications, or safety risks.
     - The City Manager or Mayor or City Attorney, or a combo must review and confirm the justification before placement on the agenda.
     - Including consideration given to other tasks or processes or disruptions in overall operations that will be delayed due to completion of the urgent request, and the resulting backlog created.

2. Councilmember Sponsorship Requirement
   - Require one additional councilmember to co-sponsor the item before it is placed on the agenda to ensure broader support.
   - If a request is tied geographically to a specific district, the representative of that district should be consulted.

3. Priority Alignment Evaluation
   - ❖ The City Manager, in consultation with the City Attorney, should determine whether the request aligns with:
     - Ongoing City initiatives
     - High-priority issues (e.g., financial stability, public safety, economic development)
     - Items that do not align with City priorities can be deferred or require a supermajority vote of the Council (4 out of 5 votes) to be placed on the agenda.

4. Explore Policy Subcommittee:
   - Consider establishing a quarterly council subcommittee to review non-essential, non-time sensitive policy requests from council members, ensuring efficient prioritization and thoughtful consideration of these issues.

5. Mandatory Cost-Benefit & Staff Time Analysis
   - ❖ Any item requiring staff research, legal opinion, or financial evaluation must include:
     - Estimated staff hours needed
     - Associated costs (e.g., consultant fees, legal review costs)
     - If estimated costs exceed a threshold (e.g., $5,000 in staff time), it requires a Council majority vote before further consideration

For a City Council Policy, the explanation of urgency might include:

1. Immediate Need: A situation requiring quick action to meet a deadline or respond to an urgent community issue, such as a public safety concern.

2. Impact on Residents: If delayed, it could affect residents' well-being, local businesses, or the city's functioning.

3. Legal or Regulatory Requirements: A law or regulation that demands prompt attention or compliance.

4. External Pressure: Requests from the public or other governing bodies that require quick decision-making.

The explanation should clearly convey why fast action is necessary and the consequences of delay for the city and its residents.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – City Council Policy No. 105

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Request by Member of City Council to Place an Item on a City Council Agenda	**POLICY # 105**
ADOPTED: March 12, 1985	**AMENDED:** October 5, 2021

PURPOSE

In compliance with the Ralph M. Brown Act, items not already on the agenda cannot be discussed or considered during a City Council Meeting. Discussing without notice does not provide the public, staff, or other City Councilmembers time to review the subject matter, and contemplate a response for discussion or provide direction.

This policy is to establish a clear and effective process for the City Councilmembers to place items on the City Council Agenda for consideration.

POLICY

1. The City Councilmembers may request that an item be placed on a future City Council Meeting Agenda for discussion and possible action.

2. For any item to be placed on the City Council Meeting Agenda, by the City Councilmembers, the following will assist in the City Manager in the agenda planning process:

    a. A single page Council Item Request Form to agendize the request to be discussed, and the City Councilmember's recommended action to address the matter. No additional material other than the single page request may be submitted to be agendized at the initial City Council Meeting in which the matter will be heard.

    b. The request must be submitted no later than 5:00 p.m. on the Tuesday prior to the regularly scheduled City Council Meeting to allow the City Manager and City Attorney time to review the item and determine, if the matter as written, in the single page request, should be placed on the open or closed session of the City Council Agenda.

    c. If the City Manager, in consultation with the City Attorney, determines the matter is appropriate to be included in the open session agenda it will be added to the agenda as written. If the City Attorney, determines the matter should be discussed in Closed Session, the City Manager's Office will draft the required agenda wording for listing the matter under Closed Session on the City Council Meeting Agenda. The single page request, written by the City Councilmember, will be provided to the entire City Council in Closed Session.

TITLE: Request by Member of City Council to Place an Item on a City Council Agenda	**POLICY # 105**
ADOPTED: March 12, 1985	**AMENDED:** October 5, 2021

d. Discussion would be limited to whether an item should be added to an agenda and a date, not the merit of the item.

e. If a majority of the City Council votes to include the item as an action item at a subsequent City Council meeting it will be determined who will provide the report:

   i. The City Councilmember prepares a report including supporting information and documentation, and a presentation of the item to be discussed at the meeting, with City Manager and City Attorney review; or

   ii. The City staff will be directed to provide a report analysis including fiscal review, legal review, and policy review of the action by the City Councilmember, requesting and recommendation (if any) among alternatives (if any) as soon as the research and staff report can be reasonably completed at a subsequent City Council Meeting.

f. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days to prepare, unless otherwise directed by the City Council. Status updates will be provided to the City Council every sixty (60) days as an informational memo.

g. This policy would provide the City Manager the authority to determine placement and timing, unless City Council direction is time-sensitive, and requires immediate placement on the next regularly scheduled City Council Meeting.

Related Policy References
National City Municipal Code, Chapter 2.04
Ralph M. Brown Act

Prior Policy Amendments
June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
October 8, 2013 (Resolution No. 2013-147)
March 21, 2017 (Resolution No. 2017-37)
October 5, 2021 (Resolution No. 2021-148)

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Request by Member of City Council to Place an Item on a City Council Agenda	**POLICY # 105**
ADOPTED: March 12, 1985	**AMENDED:** October 5, 2021

CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: _____

Today's Date: _____

Is this matter considered Time-Sensitive by another entity deadline? _____

WRITTEN REQUEST

I, _____, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

_____

_____

_____

_____

_____

_____

_____

CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: Marcus Bush

Today's Date: March 24, 2025

Is this matter considered Time-Sensitive by another entity deadline? No

WRITTEN REQUEST

I, Marcus Bush, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

Request to Review and Update the City's Ethics Policy and Expand the Scope of the Civil Service Commission to Include Ethics Oversight Authority

Purpose of the Request:

The purpose of this Policy 105 request is to place a discussion item on the next public City Council meeting agenda for the Council to consider and provide direction on:

1. Reviewing National City's current Ethics Policy (Council Policy #119);
2. Updating the policy to reflect modern standards of ethical governance and public accountability; and
3. Exploring an amendment to expand the powers of the Civil Service Commission to act as an Ethics Commission for National City—providing an internal, independent body for ethics oversight, complaint review, and enforcement.

As part of this analysis, the Council will also examine the City of San Diego's Ethics Code and Ethics Commission structure as a model for best practices in ethics governance and public integrity. Since the City of San Diego is a charter city, the analysis would need to identify any implementation challenges with the City of National City being a general law city.

Justification:

During the March 18, 2025 City Council meeting, our Council debated a proposal by Councilmember Jose Rodriguez to form an ad-hoc committee made of councilmembers to investigate Mayor Ron Morrison and Executive Assistant Josie Flores-Clark. 4 out of the 5 members of Council were strongly opposed to Council launching investigations with no evidence as well as the legal risks involving personnel. However, Council expressed a desire to investigate any questions or concerns of abuse of power, corruption, or violations of our code of ethics.

While National City's current Code of Ethics and Conduct provides valuable guidance around professionalism and civility, it lacks key elements that are essential for effective ethical governance, including:

- Independent investigatory authority;
- Confidential or anonymous complaint processes;
- Defined standards around gifts, lobbying, conflicts of interest, or use of public office for private gain;
- Structural safeguards in high-impact areas such as land use, development decisions, public contracting, and campaign activity.

By comparison, the City of San Diego offers a robust framework grounded in:

- Clear and enforceable ethics rules;
- An independent Ethics Commission with the authority to investigate, audit, and impose fines;
- Mandatory disclosure, training, and advisory opinions to support compliance.

Updating National City's ethics policy and expanding the oversight authority of the Civil Service Commission (rather than creating a new committee) would strengthen public trust, prevent ethical violations before they occur, and demonstrate the City's commitment to transparency and good governance.