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

Scott W. Huth, Interim 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

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

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

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

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

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

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, May 6, 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 Introduction of New City Employees 5

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

   Per Government Code Section 53232.3(d) also known as AB1234:

   Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

8. CONSENT CALENDAR

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

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

8.2 Approval of City Council Meeting Minutes. 6

Recommendation:
Approve and file.

8.3 City Council 2025 Legislative Recess 43

Recommendation:
Provide Direction to Staff on observing a Legislative Recess, which is Historically taken in the Month of July, as Allowed by National City Municipal Code (NCMC) 2.04.020, and City Council Policy No. 104 (III)(H), and (K).

8.4 Fire Prevention Services Agreement 45

Recommendation:
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 2.60.110 (B) and Authorizing the Mayor to Execute an Agreement by and Between the City of National City and Fire Prevention Services, Inc. for Weed and Litter Abatement Services”.

8.5 Memorandum of Understanding between San Diego Unified Port District, San Diego Association of Governments, California Department of Transportation, City of San Diego, and National City for development of the Harbor Dr. 2.0 Port Access Improvements Project 66

Recommendation:
Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or Designee to Execute a Memorandum of Understanding Between the San Diego Unified Port District, the San Diego Association of Governments, the California Department of Transportation, the City of San Diego, and the City of National City for Collaboration in the Development and Implementation of the Harbor Drive 2.0 Port Access Improvements Project.”

8.6 First Amendment of On Duty Health Agreement 79

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”.

8.7 Approval of an Agreement with Luth and Turley, Inc., for Sewer and Flood Restoration Services for a Not-to-Exceed Amount of $150,000. 117

Recommendation:
Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement between the City of National City and Luth and Turley, Inc., for Sewer and Flood Restoration Services for the Term of May 6, 2025 to May 6, 2028 for the Not-to-Exceed Amount of $150,000.”

8.8 Staff Report Describing the Discretionary Application Process for the Sweetwater Gas Station Project. 138

Recommendation:
File the Report.

8.9 Temporary Use Permit – Groupe’s Summer Car Show Hosted by the Groupe Car Club at 2400-3000 Transportation Avenue on Saturday, July 19, 2025, from 10 a.m. to 4 p.m. with No Waiver of Fees. 146

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

8.10 Warrant Register No. 36 for the Period of 2/28/25 through 3/06/25 in the Amount of $2,209,217.01 169

Recommendation:
Ratify Warrants Totaling $2,209,217.01

8.11 Warrant Register No. 37 for the Period of 3/07/25 through 3/13/25 in the Amount of $3,527,176.16 182

Recommendation:
Ratify Warrants Totaling $3,527,176.16

9. CONTINUED PUBLIC HEARING

9.1 Public Hearing and Adoption of an Ordinance Amending Chapter 15.29 of the National City Municipal Code Establishing a Fire Inspection Program. 195

Recommendation:
Hold Public Hearing and Adopt an Ordinance by Second 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. PUBLIC HEARING

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

10.1 Public Hearing and Introduction of an Ordinance of the City Council of the City of National City, Repealing Ordinance No. 2023-2521 and Adopting an Ordinance Establishing Sewer Service Charges for FY 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030. 203

Recommendation:
Hold Public Hearing, Consider and Count the Number of Protest Votes Received, and Introduce Ordinance Titled, “An Ordinance of the City Council of the City of National City, California, Repealing Ordinance No. 2017-2442, as Amended by Ordinance No. 2023-2521, and Adopting an Ordinance Establishing Sewer Service Charges for Fiscal Years 2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030.”

11. STAFF REPORTS

11.1 Update on the Development of Accessory Dwelling Units 248

Recommendation:
File the report

11.2 City Manager Executive Recruitment 251

Recommendation:
Retain an Executive Recruitment Firm for City Manager Recruitment

12. CITY MANAGER’S REPORT

13. ELECTED OFFICIALS REPORT

14. CITY ATTORNEY REPORT

15. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, May 20, 2025 - 6:00 p.m. - Council Chambers - National City, California.

April

New Hires

2025

WELCOME

POLICE DEPARTMENT



MCKENNA HARCHOL
POLICE INVESTIGATOR



RACHEL BOYER
CRIME SCENE SPECIALIST

COMMUNITY SERVICES



JOSE RODRIGUEZ
NUTRITION PROGRAM MANAGER

ENGINEERING/PUBLIC WORKS



GABRIEL GUERRERO
PARK CARETAKER



REGGIE FONTANILLA
EQUIPMENT MECHANIC 1



PABLO DE LOS RIOS
CUSTODIAN



JOSE CASTILLO II
STREET SWEEPER OPERATOR

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, May 6, 2025
Approved by: Scott W. Huth, Interim City Manager

SUBJECT:
Approval of City Council Meeting Minutes.

RECOMMENDATION:
Approve and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Meeting Minutes:

Special City Council Meeting – Closed Session of April 1, 2025
Regular City Council Meeting of April 1, 2025
Special City Council Meeting – Closed Session of April 14, 2025
Special City Council Meeting – Closed Session of April 15, 2025
Regular City Council Meeting of April 15, 2025
Special City Council Meeting – Closed Session of April 18, 2025
Special City Council Meeting of April 22, 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 – Special City Council Meeting – Closed Session of April 1, 2025 – Meeting Minutes
Exhibit B – Regular City Council Meeting of April 1, 2025 – Meeting Minutes
Exhibit C – Special City Council Meeting – Closed Session of April 14, 2025 – Meeting Minutes
Exhibit D – Special City Council Meeting – Closed Session of April 15, 2025 – Meeting Minutes

Exhibit E – Regular City Council Meeting of April 15, 2025 – Meeting Minutes
Exhibit F – Special City Council Meeting – Closed Session of April 18, 2025 – Meeting Minutes
Exhibit G – Special City Council Meeting of April 22, 2025 – Meeting Minutes

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

CLOSED SESSION
April 1, 2025, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina** *(arrived 5:04)* **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** **William Pate, Outside Counsel**

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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 5:02 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

Mayor Morrison led the Pledge of Allegiance.

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

Mayor Morrison restricted Public Comment to one-minute.

Item 5.1

In-Person Comment:
Luisa McCarthy
Micaela Polanco
Michael Aguirre
Doyle Morrison
Alisha Morrison
Paul Wapnowski
Ed Nieto

Item 5.2

In-Person Comment:
Michael Aguirre
Luisa McCarthy
Micaela Polanco
Ed Nieto
Liliana Armenta
Juliana Armenta
Alisha Morrison
Doyle Morrison
Paul Wapnowski

5. CLOSED SESSION

Members retired into Closed Session at 5:24 p.m. and returned at 6:18 p.m. with all members present in attendance: Molina, Rodriguez, Yamane, Bush, Morrison, Schultz, and outside counsel William Pate. *(Item 5.1 only)*

5.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Cummins v. City of National City. et al
San Diego Superior Court
Case Number: 37-2022-00004671-CU-OE-CTL

5.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957.6
Position to be Reviewed: City Attorney

Closed Session Item 5.2 will continue at the end of the Regular City Council Meeting.

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 at 6:19 p.m. 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.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 6, 2025.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

April 1, 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** **Derek Aydelotte, Police Captain** **Bruce Foltz, Director of Finance** **Brian Hadley, Deputy City Manager** **Lydia Hernandez, Human Services Director** **Tonya Hussain, Deputy City Clerk** **Steve Manganiello, Director of Engineering & Public Works** **Sergio Mora, Fire Chief**

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1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:27 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

Vice-Mayor Bush left the dais at 6:28 p.m. and returned at 6:29 p.m.

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

None.

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:
Luisa McCarthy
Liliana Armenta
Paul Wapnowski
Laura Wilkinson Sinton
Alex Neu
Mike Montoya
Randi Castle-Salgado
Ruth Cuevas
Jeanine Santa Cruz Hernandez
Iso Rios
Doyle Morrison
Alisha Morrison
Ed Nieto
Sandy Scheller
Micaela Polanco

Mayor Morrison left the dais at 6:47 p.m. and returned at 6:48 p.m.

Virtual comment:
Judi Strang
Madison Rapp

Barbara Gordon
Roberto Umana

6. PROCLAMATIONS AND RECOGNITION

6.1 Proclamation: Fair Housing Month

Proclamation introduced by Mayor Morrison and accepted by CSA San Diego.

6.2 Introduction of New City Employees

Police Captain Derek Aydelotte and Assistant Director of Community Development introduced new department staff.

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

Vice-Mayor Bush left the dais at 7:00 p.m. and returned at 7:05 p.m.

7.1 Del Mar Fairgrounds 2050

Del Mar Fairgrounds Chief Executive Officer Chris Wahl provided a PowerPoint presentation.

7.2 Community and Police Relations Commission Annual Report to Council

Community and Police Relations Commission Chair Daniel Orth presented a PowerPoint presentation.

7.3 Traffic Safety Committee Annual Report

Traffic Safety Committee Chair Cynthia Fuller Quinonez provided a PowerPoint presentation.

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

Councilmember Rodriguez had nothing to report.

Councilmember Yamane reported on her attendance at a SANDAG Board of Director's meeting.

Councilmember Molina provided an update on the SANDAG Public Safety Committee Meeting.

Vice-Mayor Bush had nothing to report.

Mayor Morrison had no report.

9. CONSENT CALENDAR

ACTION: Motion by Councilmember Molina, seconded by Vice-Mayor Bush to approve the Consent Calendar with the exception of items 9.3 through 9.9 pulled by Councilmember Yamane and for public comment.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

9.2 Approval of City Council Meeting Minutes.

Approve and file.

Motion carried by unanimous vote.

Item pulled for discussion.

9.3 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.

Adopted Resolution No. 2025-27.

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.”

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

Motion carried by unanimous vote.

Item pulled for discussion.

9.4 First Amendment of On Duty Health Agreement

Public comment received from Thomas Rike.

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”.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to table the item and have it return at the May 6, 2025 City Council meeting.

Motion carried by 4-1 vote.

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

Item pulled for discussion.

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

Adopted Resolution No. 2025-29.

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.”

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to adopt the resolutions for agenda items 9.5 and 9.6.

Item pulled for discussion.

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

Adopted Resolution No. 2025-30.

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.”

Item pulled for discussion.

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

Public comment was received from Thomas Rike.

Ratify Warrants Totaling $2,187,613.06.

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

Motion carried by unanimous vote.

Item pulled for discussion.

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

Public comment was received from Thomas Rike and Ed Nieto.

Ratify Warrants Totaling $4,520,556.17.

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

Motion carried by unanimous vote.

Item pulled for discussion.

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

Public comment received from Thomas Rike.

Ratify Warrants Totaling $3,701,370.11.

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

Motion carried by unanimous vote.

10. PUBLIC HEARING

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.

Adopted Community Development Commission Resolution No. 2025-96

Item introduced by Director of Community Development Carlos Aguirre.

Mayor Morrison opened the Public Hearing at 7:54 p.m.

There was no public comment.

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

Motion carried by unanimous vote.

Public Hearing closed at 7:55 p.m.

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."

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

Motion carried by unanimous vote.

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

Fire Chief Sergio Mora and Deputy Fire Marshall Robert Drew provided a report.

Mayor Morrison opened the Public Hearing at 8:11 p.m.

Public comment was received from Thomas Rike.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:13 p.m.

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."

ACTION: Motion by Councilmember Molina, seconded by Mayor Morrison to introduce the Ordinance by First Reading.

Motion carried by 4-1 vote.

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

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.

Assistant Director of Community Development Martin Reeder introduced the item.

Mayor Morrison opened the Public Hearing at 8:22 p.m.

<u>In-person public comment</u>
Thomas Rike
Alex Ayon

Councilmember Rodriguez left the dais at 8:21 p.m. and returned at 8:25 p.m.

<u>Virtual public comment</u>
Judi Strang
Peggy Walker
Megan Stuart
Madison Rapp

Written comment was received from Ted Godshalk.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:27 p.m.

Councilmember Yamane disclosed that she had visited Sessions by the Bay and spoke with the owners.

Mayor Morrison disclosed that he had toured the facility and met with the owners of Sessions by the Bay.

Vice-Mayor Bush disclosed that he had toured the facility.

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."

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

Motion carried by 4-1 vote.

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

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.

Director of Engineering & Public Works Stephen Manganiello.

Mayor Morrison opened the Public Hearing at 8:36 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 8:38 p.m.

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

Vice-Mayor Bush left the dais at 8:40 p.m. and returned at 8:42 p.m.

11.1 Discussion of Potential Short-Term Rental Ordinance

Director of Community Development Martin Reeder provided a PowerPoint presentation.

In-person public comment
Paul Wapnowski
Justine Mariscal
Stacy Amaral
Randi Castle-Salgado
Ed Nieto
Adriana Huerta

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

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to hold a workshop and bring a draft Ordinance forward at the first City Council meeting scheduled to occur in June.

Motion carried by unanimous vote.

ITEM HEARD EARLIER – RETURNED FOR CORRECTION

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.

City Clerk Chapel advised that the vote on the recommendation was not taken. The item returned for a vote.

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."

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

Motion carried by unanimous vote.

Mayor Morrison called for a recess at 9:28 p.m. Meeting reconvened at 9:38 p.m. with all members present.

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

Director of Community Development Martin Reeder provided a PowerPoint presentation.

In-person public comment
Michael Aguirre
Frank Rivera
Micaela Polanco
Luisa McCarthy

Maria Severson
Martha Hernandez
Sandra Scheller
Doyle Morrison
Alisha Morrison
Josie Flores Clark

Recommendation: File the Report.

At 10:45 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. Mayor Morrison asked the City Council to consider extending the meeting beyond 10:30 p.m.

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor Bush to extend the meeting to finish the agenda items.

Motion carried by 4-1 vote.

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

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Yamane for staff to return with an updated report to include a California Environmental Quality Act exemption determination, findings of denial, and record of communication between the Mayor's office and the developer.

Motion carried by unanimous vote.

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

Recommendation: Discuss and Provide Direction to Staff.

ACTION: Motion by Councilmember Molina, seconded by Councilmember Rodriguez to postpone the item to the April 15, 2025 City Council meeting.

Motion carried by unanimous vote.

12. CITY MANAGER'S REPORT

None.

13. ELECTED OFFICIALS REPORT

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

Item presented by Vice-Mayor Bush.

Public comment
Paul Wapnowski
Alisha Morrison
Ed Nieto

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Molina to add the item on the next City Council agenda.

Motion carried by 3-2 vote.

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

Closing remarks were provided by members of the City Council.

14. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who reported on Item 5.1 of the Closed Session items. Mayor Morrison advised that the City Council would continue to discuss Item 5.2 after adjournment of the Regular City Council meeting.

City Attorney Schultz reported on Item 5.1 and stated that, “the City of National City acknowledges the jury's verdict in that case involving Ashley Cummins, wherein Ms. Cummins was awarded $10 million in damages following claims of harassment and discrimination. The City is extremely disappointed with the outcome and is currently reviewing all of the legal options, including a possible appeal. The City remains committed to ensuring a fair and inclusive workplace for all employees and will continue to uphold the highest standards of professionalism within the Police Department. Notwithstanding the City's disappointment, the City and the Police Department will carefully assess the verdict and determine what lessons can be learned. The City will continue working diligently to support a workplace culture that values respect and equal opportunity for all.”

CLOSED SESSION

5.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Cummins v. City of National City. et al
San Diego Superior Court
Case Number: 37-2022-00004671-CU-OE-CTL

5.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957.6
Position to be Reviewed: City Attorney

15. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, April 15, 2025, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 11:21 p.m.

_____
Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of May 6, 2025.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

CLOSED SESSION
April 14, 2025, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina** *(arrived 5:08)* **Councilmember Rodriguez** **Councilmember Yamane** **Vice-Mayor Bush** *(arrived 5:08)* **Mayor Morrison**
Others Present:	**Benjamin A. Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk** *(via Zoom)* **Brian Hadley, Deputy City Manager** **Bruce Foltz, Finance Director** **Paul Valadez, Budget Manager – Finance** **Lydia Hernandez, Human Resources Director** **Richard Romero, Assistant City Attorney** **Tonya Hussain, Deputy City Clerk** **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 5:00 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 *(arrived 5:08)*, Rodriguez, Yamane, Bush *(arrived 5:08)*, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Morrison led the Pledge of Allegiance.

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

Mayor Morrison restricted Public Comment to two-minutes.

Item 5.1

In-Person Comment:
Andrew del sol Williamson
Karla Apalategui

Elyana Delgado
Juanita Castaneda

5. CLOSED SESSION

Members retired into Closed Session at 5:09 p.m.

Members recessed for break at 7:18 p.m. and returned to Closed Session at 7:21 p.m.

Members returned at 8:06 p.m. with all members present in attendance: Molina, Rodriguez, Yamane, Bush, 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)

City Attorney Schultz announced that the Labor Negotiation instructions to the Labor Unions was to move forward with negotiations.

6. ADJOURNMENT

Mayor Morrison adjourned at 8:06 p.m. to the Regular Meeting of the City Council of the City of National City, Tuesday, April 15, 2025, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 6, 2025.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

CLOSED SESSION
April 15, 2025, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina**
	Councilmember Rodriguez *(arrived 4:11)*
	Councilmember Yamane
	Vice-Mayor Bush *(arrived 4:49))*
	Mayor Morrison
Others Present:	**Benjamin A. Martinez, City Manager**
	Barry J. Schultz, City Attorney
	Shelley Chapel, City Clerk *(via Zoom)*
	Brian Hadley, Deputy City Manager
	Bruce Foltz, Finance Director
	Lydia Hernandez, Human Resources Director
	Tonya Hussain, Deputy City Clerk

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1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:03 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 *(arrived 4:11*, Yamane, Bush *(arrived 4:49)*, 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)

Mayor Morrison restricted Public Comment to one-minute.

Item 5.1

In-Person Comment:
Michael Aguirre
Ed Nieto
Alisha Morrison
Doyle Morrison
Micaela Polanco

Laura Wilkinson Sinton
Bill Nosal
Maria Seaverson

Item 5.2

In-Person Comment:
Ed Nieto
Michael Aguirre
Alisha Morrison
Luisa McCarthy
Micaela Polanco
Laura Wilkinson Sinton
Bill Nosal

Item 5.3

In-Person Comment:
Reyna Fortin
Marissa Luevas
Alex Gutterud
Doyle Morrison
Luisa McCarthy
Karina Flores
Frank Rivera
Alisha Morrison
Micaela Polanco
Kylie Rocco
Mike Aguirre
Maria Seaverson

Item 5.4

In-Person Comment:
Laura Wilkinson Sinton
Bill Nosal

5. CLOSED SESSION

Members retired into Closed Session at 4:43 p.m.

City Attorney Schultz left Closed Session at 5:28 p.m. and re-entered at 6:22 p.m.

City Manager Martinez entered Closed Session at 5:55 p.m. and left at 6:25 p.m.

5.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957(b)
Position to be Reviewed: City Attorney

5.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957(b)
Position to be Reviewed: City Manager

5.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Written comment was received from Aguirre & Severson, LLP.

Government Code Section 54956.9(d)(1)
Name of Case: Micaela Polanco v. The City of National City, et al
Case Number: 25CU004193C

5.4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Cali Mota LLC v. The City of National City et al
Superior Court of California, County of San Diego
Case Number: 37-2023-00007308-CU-WM-CTL

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

City Attorney Schultz announced that a report out would be at the 6:00 p.m. Meeting.

Returned to the Chamber at 6:50 p.m. with all members present in attendance: Molina, Rodriguez, Yamane, Bush, Morrison, and Schultz.

6. ADJOURNMENT

Mayor Morrison adjourned at 6:50 p.m. to the Regular Meeting of the City Council of the City of National City, Tuesday, April 15, 2025, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 6, 2025.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

April 15, 2025, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina** **Councilmember Rodriguez** **Councilmember Yamane** *(7:02 p.m. arrival)* **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** **Danielle Ghio, Librarian** **Brian Hadley, Deputy City Manager** **Alex Hernandez, Police Chief** **Lydia Hernandez, Human Services Director** **Tonya Hussain, Deputy City Clerk** **Martha Juarez, Assistant Director of Engineering & Public Works** **Traci Lamb, Interim Director of Community Services** **Sergio Mora, Fire Chief**

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1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 7:01 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 Jesse.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Bush led the Pledge of Allegiance.

4. INVOCATION

Delivered by CDO Church Reverend Jose Escamilla.

5. PUBLIC COMMENT

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

In person comment
Karen McManus
Junior Moran
Ted Godshalk
Micaela Polanco
Luisa McCarthy
Jacqueline Reynoso
Alisha Morrison
Sandra Scheller
Geoffrey Schrock
Doyle Morrison
Ed Nieto

Virtual comment
Peggy Walker
Becky Rapp
Madison Rapp

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

6.1 Parks, Recreation and Senior Citizen's Advisory Committee - Annual Update

PowerPoint presentation provided by Community Services Manager Joanne McGhee and Interim Community Services Director Tracy Lamb.

6.2 Results of the Insurance Services Office (ISO) Survey

Fire Chief Mora provided a PowerPoint presentation.

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

Councilmember Rodriguez provided an update on the SANDAG Shoreline Preservation Working Group.

Councilmember Yamane reported on the business of the Sweetwater Authority.

Councilmember Molina provided an update on the SANDAG Board of Director's Meeting.

Vice-Mayor Bush reported on his attendance at the American Public Transportation Association held in Austin,TX on behalf of the Metropolitan Transit and Systems. He also reported on the new appointments on the San Diego County Air Pollution Control Board.

Mayor Morrison reported on the recent Regional Solid Waste Association meeting and his participation in a Regional Chamber of Commerce visit to Washington, D.C.

Vice-Mayor Bush left the dais at 8:03 p.m. and returned at 8:05 p.m.

8. CONSENT CALENDAR

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve the Consent Calendar Items with the exception of Item 8.4 pulled by Councilmember Yamane and Items 8.5, 8.7, 8.8, 8.12, and 8.13 pulled for public comment. Vice-Mayor Bush recused on item 8.9 due to the project's close proximity to his residence.

Motion carried by unanimous vote with Vice-Mayor Bush recusing on Item 8.9.

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

Motion carried by unanimous vote.

8.2 2024 Annual Military Equipment Use Report

Adopted Resolution No. 2025-31.

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Receiving the 2024 Annual Military Equipment Use Report, Renewing Ordinance 2022-2496, and Authorizing the Purchase of Additional Equipment to Include One (1) Lemur 2 Small Unmanned Aerial Solution or Similar, One (1) Fotokite Tethered Unmanned Aerial Vehicle or Similar, and a Grant-Funded Lenco BearCat Rescue Vehicle, as Required by AB 481."

Motion carried by unanimous vote.

8.3 Adoption of Resolution Confirming the Designation of Proxy to the San Diego County Water Authority Board of Directors.

Adopted Resolution No. 2025-32.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Confirming the Designation of Another Member of the Water Authority Board of Directors to Vote in the Absence of the City of National City, Representative to the San Diego County Water Authority.”

Motion carried by unanimous vote.

Item pulled for discussion.

8.4 Authorize the Purchase and Build-Out of Three (3) Ford Police Utility Interceptors for the National City Police Department

Councilmember Yamane commented on the item.

Adopted Resolution No. 2025-33.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto County of San Diego Request for Quotations # 769 with Chula Vista Ford for the Purchase of Three 2025 Ford Police Interceptor Utility (K8A) AWD Vehicles in a Not-To-Exceed Amount of $173,000 for the National City Police Department; 2) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.110 Regarding Exceptions to Formal Competitive Bidding and Authorizing Purchase and Installation Services from American Emergency Products in a Not-To-Exceed Amount of $105,000 to Complete the Buildouts for All Three Vehicles; and 3) Authorizing the City Manager to Approve Adjustments of up to $27,800 to the Not-To-Exceed Amounts for the Purchases as a 10% Contingency for Unforeseen Fluctuations in Pricing.”

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

Motion carried by unanimous vote.

Item pulled for discussion.

8.5 California State Library Lunch at the Library Grant Funds Acceptance

Adopted Resolution No. 2025-34.

Public comment received from Ed Nieto.

Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or his Designee to Accept the California State Library Grant in the Amount of $6,138 to Fund the National City Public Library’s Lunch at the Library Program for FY 2025 and Authorizing the Establishment of a Library Grants Fund Appropriation of $6,138 and Corresponding Revenue Budget.”

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

Motion carried by unanimous vote.

8.6 California Library Adult and Family Literacy Services Grant Funds Acceptance Adjustment

Adopted Resolution No. 2025-35.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Ratifying the Acceptance of the California Library Literacy Services (CLLS) Grant of $73,775 from the California State Library to Fund the National City Public Library’s Literacy Services Programs for Fiscal Year 2025 and Authorizing the Establishment of a Library Grants Fund Appropriation of $73,775 and Corresponding Revenue Budget.”

Motion carried by unanimous vote.

Item pulled for discussion.

8.7 Community Development On-Call Services Request For Proposal (RFP) for Permit Processing, Plan Review, and Inspection Services.

Adopted Resolution No. 2025-36.

Public comment was received from Alisha Morrison and Doyle Morrison.

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Three-Year Agreement with Interwest Consulting Group, True North Compliance Services Inc., and 4Leaf Inc. to Provide On-Call Permit Processing, Plan Review, and Inspection Services for the Community Development Department for a Not-To-Exceed Amount of $1,350,000 Per Agreement”.

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

Motion carried by unanimous vote.

Item pulled for discussion.

8.8 Fire Department On-Call Services RFP

Adopted Resolution No. 2025-37.

Public comment was received from Thomas Rike.

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement By and Between the City of National City and Interwest Consulting Group to Provide On-Call Permit Processing, Plan Review, and Inspection Services for the Fire Department for a Not-to-Exceed Amount of $100,000 Per Year for a Term of Three Years”.

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

Motion carried by unanimous vote.

8.9 Partial Termination of a Notice of Restriction Related to the San Diego Rescue Mission Conditional Use Permit (CUP) Approved in 2021.

Adopted Resolution No. 2025-38.

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Partial Termination of a Recorded Notice of Restriction for Conditional Use Permit 2021-13 CUP for a Transitional Housing Facility Located at 2400 Euclid Avenue.”

Motion carried by unanimous vote.

8.10 Investment Report for the Quarter Ended December 31, 2024.

Accept and File the Investment Report for the Quarter Ended December 31, 2024.

Motion carried by unanimous vote.

8.11 Investment Transactions for the Month Ended January 31, 2025.

Accept and File the Investment Transaction Ledger for the Month Ended January 31, 2025.

Motion carried by unanimous vote.

Item pulled for discussion.

8.12 Warrant Register No. 34 for the Period of 2/14/25 through 2/20/25 in the Amount of $3,754,597.55

Public comment received from Ed Nieto and Thomas Rike.

Recommendation: Ratify Warrants Totaling $3,754,597.55

Item pulled for discussion.

8.13 Warrant Register No. 35 for the Period of 2/21/25 through 2/27/25 in the Amount of $3,268,250.39

Public comment received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $3,268,250.39.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to ratify the warrants for agenda items 8.12 and 8.13.

Motion carried by unanimous vote.

9. CONTINUED PUBLIC HEARING

Item pulled for continuation.

9.1 Public Hearing and Adoption of Updated Sewer Capacity Fees.

City Attorney Schultz advised that public comment would only be heard on the subject of the item's continuance.

Mayor Morrison opened the Public Hearing at 8:27 p.m.

Public comment was received from Doyle Morrison and Ed Nieto.

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

Motion carried by unanimous vote.

The Public Hearing closed at 8:31 p.m.

Recommendation: Hold a Public Hearing, Receive Public Comments, and Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting Updated Sewer Capacity Fees."

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Yamane to continue the item to the meeting of May 6, 2025.

Motion carried by unanimous vote.

9.2 Adoption of an Ordinance Amending Chapter 9.60 of the National City Municipal Code to Expand Operating Hours for Store Front Cannabis Retail Facilities.

Adopted Ordinance No. 2025-2539.

Mayor Morrison opened the Public Hearing at 8:34 p.m.

Virtual public comment:
Judi Strang
Madison Rapp
Barbara Gordon

Written public comment was received from Ted Godshalk.

ACTION: Motion by Councilmember Molina, seconded by Councilmember Yamane to close the Public Hearing.

Motion carried by unanimous vote.

The Public Hearing closed at 8:39 p.m.

Recommendation: Adopt 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."

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Molina to adopt the ordinance.

Motion carried by 4-1 vote.

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

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

Adopted Ordinance No. 2025-2540.

Mayor Morrison opened the Public Hearing at 8:43 p.m.

There was no public comment.

ACTION: Motion by Councilmember Molina, seconded by Councilmember Yamane to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:43 p.m.

Recommendation: Adopt an Ordinance entitled, "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."

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Molina to adopt the Ordinance.

Motion carried by unanimous vote.

Item pulled from the agenda.

9.4 Continued Public Hearing - Second Reading of an Ordinance Amending Chapter 15.29 of the National City Municipal Code Establishing a Fire Inspection Program

City Clerk Shelley Chapel announced that the item would return for a Second Reading at the City Council meeting of May 6, 2025.

Adopt the Ordinance by Second 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. PUBLIC HEARING

10.1 Public Hearing and Adoption of a Resolution of the City Council of the City of National City Amending the Previously Adopted Transportation Development Impact Fee (TDIF) Schedule and Annual Adjustment to the TDIF.

Adopted Resolution No. 2025-40.

Assistant Director of Engineering/Public Works Martha Juarez introduced the item.

Mayor Morrison opened the Public Hearing at 8:47 p.m.

Public comment was received from Thomas Rike.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:48 p.m.

Recommendation: Public Hearing and Adoption of a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the Previously Adopted Transportation Development Impact Fee (TDIF) Schedule and Annual Adjustment to the TDIF, Pursuant to National City Municipal Code Section 4.52.100 and Consistent with Government Code Section 66017, Approving an Adjustment to the TDIF as Required by the San Diego Association of Governments (SANDAG) for Receipt of TransNet Local Street Improvement Revenues, Resulting in the TDIF Increasing from $2,875.06 per New Residential Dwelling Unit to $3,047.57 Per Unit Beginning July 1, 2025."

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

Motion carried by unanimous vote.

11. STAFF REPORTS

11.1 City Council Expenditure Report July 2024 through January 2025 – FY2025

One public comment was received from Ed Nieto.

One written comment was received from Ted Godshalk.

Recommendation: Receive and File Expenditure Report for the City Council July 2024 through January 2025.

ACTION: Motion by Councilmember Molina, seconded by Vice-Mayor Bush to receive and file the report.

Motion carried by unanimous vote.

11.2 Discussion on Recommendation to Amend City Council Policy No. 105

Councilmember Molina provided a PowerPoint presentation.

Public comment was received from Ed Nieto.

Recommendation: Discuss and Provide Direction to Staff.

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Molina for a draft policy to return to the City Council at a future City Council meeting.

Motion carried by 4-0 vote with Councilmember Yamane abstaining.

Ayes: Bush, Molina, Rodriguez, Morrison
Nays: None.
Abstain: Yamane

12. CITY MANAGER'S REPORT

No report.

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 five Closed Session items.

City Attorney Schultz reported that Items 5.1 and 5.2 had no reportable action and that Items 5.3, 5.4, and 5.5 would be placed on a future Closed Session agenda.

CLOSED SESSION

5.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957(b)
Position to be Reviewed: City Attorney

5.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957(b)
Position to be Reviewed: City Manager

5.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Micaela Polanco v. The City of National City, et al
Case Number: 25CU004193C

5.4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Cali Mota LLC v. The City of National City et al
Superior Court of California, County of San Diego
Case Number: 37-2023-00007308-CU-WM-CTL

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

15. ADJOURNMENT

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

The meeting adjourned at 9:56 p.m.

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

CLOSED SESSION
April 18, 2025, 12:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina** **Councilmember Yamane** *(Arrived at 1:41 p.m.)* **Vice-Mayor Bush** **Mayor Morrison**
Absent:	**Councilmember Rodriguez**
Others Present:	**Benjamin A. Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk** *(via Zoom)* **Lydia Hernandez, Human Resources Director** **Tonya Hussain, Deputy City Clerk**

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1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 12:00 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 Bush, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Morrison led the Pledge of Allegiance.

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

Mayor Morrison restricted Public Comment to one-minute.

Item 5.1

In-Person Comment:
Randi Castle-Salgado
Maria Severson
Michael Aguirre
Luisa McCarthy
Jose Rodriguez
Ashley Morrison

Micaela Polanco
Ed Nieto
Alisha Morrison
Doyle Morrison
Sandy Scheller

Zoom Comment:
Liliana Armenta

Item 5.2

In-Person Comment:
Luisa McCarthy
Micaela Polanco
Sandy Scheller
Michael Aguirre
Maria Severson
Jose Rodriguez
Randi Castle-Salgado
Alisha Morrison
Doyle Morrison
Ed Nieto

Item 5.3

In-Person Comment:
Luisa McCarthy
Micaela Polanco
Sandy Scheller
Michael Aguirre
Maria Severson
Frank Rivera
Helen Chisolm
Randi Castle-Salgado
Alisha Morrison
Doyle Morrison
Ed Nieto

Zoom Comment:
Alexander Gutterud

Written comment was received from Kylie Rocco.

5. CLOSED SESSION

Members retired into Closed Session at 12:55 p.m.

Councilmember Yamane joined Closed Session at 1:41 p.m.

City Manager Martinez joined Closed Session at 2:00 p.m. and left at 2:16 p.m.

Human Resources Director Hernandez joined Closed Session at 2:20 p.m. and returned to the Council Chamber at 2:29 p.m.

Members returned at 3:32 p.m. with all members present in attendance: Molina, Yamane, Bush, Morrison, Yamane, and Schultz.

5.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957(b)
Position to be Reviewed: City Manager

5.2 PUBLIC EMPLOYEE APPOINTMENT
Government Code Section 54957(b)
Position to be Reviewed: Acting / Interim City Manager

5.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Micaela Polanco v. The City of National City, et al
Case Number: 25CU004193C

Announcement of actions taken in Closed Session announced by City Attorney Schultz.

5.1 The City Council and City Manager have come to a mutual agreement and City Manager Ben Martinez has resigned his position effective immediately.

5.2 Acting City Manager was named as Steve Manganiello, currently the Director of Engineering and Public Works.

5.3 No reportable action.

6. ADJOURNMENT

Mayor Morrison adjourned at 3:35 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 6, 2025.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

April 22, 2025, 3:30 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Molina**
	Councilmember Yamane
	Councilmember Rodriguez *(arrived 3:50 p.m.)*
	Vice-Mayor Bush
	Mayor Morrison
Others Present:	**Stephen Manganiello, Acting City Manager**
	Barry J. Schultz, City Attorney
	Shelley Chapel, City Clerk *(via Zoom)*
	Lydia Hernandez, Human Resources Director
	Tonya Hussain, Deputy City Clerk

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1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 3:30 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

Interpretation in Spanish provided by Luisa Diaz de Leon.

2. ROLL CALL

Councilmembers present: Molina, Rodriguez *(arrived 3:50 p.m.)*, Yamane, Bush, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Morrison led the Pledge of Allegiance.

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

Mayor Morrison restricted Public Comment to three-minutes

In-Person Comment:
Luisa McCarthy
Ed Nieto
Alexander Gutterud
Alisha Morrison
Micaela Polanco
Doyle Morrison
Michael Aguirre
Maria Severson

Marissa Cuevas
Paul Wapnowski

Vice-Mayor Bush left the dais at 3:40 p.m. and returned at 3:50 p.m.

Zoom Comment:
Liliana Armenta

Written Comment:
Alisha Morrison

5. STAFF REPORT

5.1 Temporary Appointment of Scott Huth, a CalPERS Retiree, Pursuant to Government Code Sections 7522.56 and 21221(h)

Adopted Resolution No. 2025-41.

Lydia Flores-Hernandez, Human Resources Director, provided the report.

Recommendation: Adopt Resolution Entitled: "Resolution of the City Council of the City of National City, California, Appointing Scott Huth as Interim City Manager per Government Code Sections 7522.56 and 21221(h).

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Molina to 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, on Tuesday, May 6, 2025, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 4:27 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 6, 2025.

_____
Ron Morrison, Mayor

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, May 6, 2025
Approved by: Scott W. Huth, Interim City Manager

SUBJECT:
City Council 2025 Legislative Recess

RECOMMENDATION:
Provide Direction to Staff on observing a Legislative Recess, which is Historically taken in the Month of July, as Allowed by National City Municipal Code (NCMC) 2.04.020, and City Council Policy No. 104 (III)(H), and (K).

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Legislative Recess - July
Since 2014, the City Council (Council) has observed a legislative recess during the summer to provide City Staff and Elected Officials an opportunity to catch up on work, reenergize, and prepare for the start of a new fiscal year. The purpose of this agenda item is to determine whether the City Council would like to once again consider a legislative recess in 2025.

Background
Observing a legislative recess from a City Council Meeting Schedule is practiced in a number of San Diego cities that recess both in the summer and winter. Some cities, including State Legislature and quasi-governmental entities such as the San Diego Association of Governments (SANDAG) and the Airport Authority, recess over an entire month, generally in the summer. For the past eight (8) years, the Council voted to recess during the month of July. Prior to that the City Council voted to recess during the month of August one (1) time. This is consistent with City Council Policy #104 Section III Meetings (H):

> H. City Council Recess Periods: The City Council has traditionally observed a recess period during the summer to provide elected officials and staff an opportunity to catch up on work, reenergize after a lengthy budget and strategic planning process, and prepare for the start of a new fiscal year. For purposes of this policy, a recess period is defined as a period of time longer than twenty (20) days without a regular or special meeting of theCouncil.

To assist the City Council with its decision, please note the following:

Should the City Council recess in July, there would be (6) weeks between meetings (June 17-August 5, 2025). As a reminder, the first meeting after the break, Tuesday, August 5, 2025, is also “National Night Out.” City Councils in the past have opted to begin the City Council Meeting

at 5:00 p.m. with a light agenda, allowing the City Council to attend the "National Night-Out Against Crime" events held in the City.

National City Municipal Code Section 2.04.020 – Dispensing with Meetings.
In the event that the time of a regular meeting of the City Council falls on a holiday or election day, no meeting will be held that week. Any regular meeting may be dispensed with by a vote of the City Council.

City Council Policy No. 104 (III)(K)

K. Holidays or Elections: In the event that a regular meeting of the City Council is scheduled on the same day as a legal holiday or an election day on which a National City Candidate or National City Measure appears on the ballot, no meeting will be held that week. Any regular meeting may be dispensed with by a majority vote of the City Council.

FINANCIAL STATEMENT:
Not Applicable

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

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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:
Not Applicable

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Walter Amedee, Emergency Manager**
Meeting Date: **Tuesday, May 6, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Fire Prevention Services Agreement

RECOMMENDATION:
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 2.60.110 (B) and Authorizing the Mayor to Execute an Agreement by and Between the City of National City and Fire Prevention Services, Inc. for Weed and Litter Abatement Services".

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
National City Municipal Code Section 9.12.020 declares weeds growing on streets, sidewalks, or private property to be a public nuisance. The City's Buyer conducted extensive research to identify companies providing weed and litter abatement services. The City's Buyer, like most cities in San Diego County, has been unable to find a qualified provider other than Fire Prevention Services, Inc. Pursuant to National City Municipal Code Section 2.60.110 (B), the City's Buyer determined that issuing a new request for proposals (RFP) was unlikely to yield additional qualified bidders and would be impractical since there are limited-service providers in San Diego County. Additionally, the City has contracted with Fire Prevention Services Inc. since 2014, which was the sole bidder when the last RFP was issued. Therefore, under these circumstances, it was determined that no obvious, ascertainable advantage to the City would result from issuing a new RFP.

The current Agreement with Fire Prevention Services is expiring in May 2025. So, the National City Fire Department is requesting establishing a new three-year agreement with Fire Prevention Services, Inc., from May 19, 2025 through May 18, 2025, with the option for three additional one-year extensions. Fire Prevention Services, Inc. is pleased to offer the City of National City weed and liter abatement services, as identified in the quote attached to the proposed Agreement.

FINANCIAL STATEMENT:
Revenues 100-70-22-22100-3561- Weed Abatement
Expenses 100-70-22-22100-7299- Contract Services
New liens are recorded in revenue account 100-70-22-22100-3561- Weed Abatement. Special Assessments collected by the County for Weed Abatement are sent to the City. Collected fees are recorded and posted to account 001-1146 (Special Assessment-Weed Abatement). On an annual basis, the collected fees recorded in 001-1146 will be processed as a City pass-through payment to Fire Prevention Services, Inc. for their contracted services.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Fire Prevention Services Agreement
Exhibit B – Resolution

AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
FIRE PREVENTION SERVICES, INC.

THIS AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and FIRE PREVENTION SERVICES, INC., a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, all weeds growing or located upon streets, sidewalks, or private property are declared to be a public nuisance pursuant to National City Municipal Code section 9.12.020.

WHEREAS, the CITY desires to employ a CONSULTANT to provide weed and litter abatement services.

WHEREAS, the CITY has determined that the CONSULTANT is a sole provider of weed and liter abatement services according to our legal standards and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide weed and litter abatement services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall not become effective and binding until fully executed by both the CITY and CONSULTANT. The duration of this Agreement is for the period of May 19, 2025 through May 18, 2028. 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 (3) one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** CONSULTANT shall abate, or cause to be abated, nuisances created by weeds, rubbish, litter, junk, combustible materials, and any unnecessary accumulations of wastepaper, boxes, or shavings which are so situated on the premises as to endanger life or property (the "Project"). The CONSULTANT will perform services as set forth in the attached Exhibit "A".

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

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

4. **PROJECT COORDINATION AND SUPERVISION.** Robert Hernandez hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Kenny Osborn thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be as set forth in the attached Exhibits "B" and "C".

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

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

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

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall,

upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 15, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

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

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

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

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

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally

required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

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

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

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

13. **DRUG FREE WORKPLACE.** The CONSULTANT agrees to comply with the CITY's Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the CONSULTANT pursuant to this Agreement shall contain this provision.

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

15. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 15, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 16.

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

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

17. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

17.1 PERS Eligibility Indemnification. If CONSULTANT'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, CONSULTANT 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.

CONSULTANT'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. CONSULTANT's employees hereby waive any claims to benefits or compensation described in this Section 17. This Section 17 applies to CONSULTANT notwithstanding any other agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary.

17.2 Limitation of CITY Liability. The payment made to CONSULTANT under this Agreement shall be the full and complete compensation to which CONSULTANT and CONSULTANT's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONSULTANT nor CONSULTANT'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 CONSULTANT. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.

17.3 Indemnification for Employee Payments. CONSULTANT 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) CONSULTANT, (2) any employee of CONSULTANT, or (3) any employee of CONSULTANT 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.

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

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

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

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

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

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

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

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

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 19 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

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

insurance requirements of this Section 19, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

20. **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.

21. **TERMINATION.**

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

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

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

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

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

22. **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: Robert Hernandez
Division Chief/Fire Marshal
Fire Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Kenny Osborn, President
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022

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.

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

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk

of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs, or expenses the CITY may suffer by virtue of any violation of this Section 23 by the CONSULTANT.

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

25. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the

parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent, or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 19 and the indemnification and hold harmless provision of Section 16 of this Agreement.

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

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Barry J. Schultz, City Attorney

Date: _____

FIRE PREVENTION SERVICES, INC.

By [redacted]
Kenny Osborn, President

Date: 4-9-2025

By [redacted]
Theresa Osborn, Secretary

Date: 4-9-2025

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall, as directed by the City, abate, or cause to be abated, nuisances created by weeds, as defined in National City Municipal Code ("NCMC") section 9.12.020, rubbish as defined in NCMC section 9.16.010, litter as defined in NCMC section 7.14.010, junk as defined in NCMC section 7.12.010, combustible materials, or any unnecessary accumulations of wastepaper, boxes, or shavings which are so situated on a premises as to endanger life or property. Specifically, CONSULTANT shall perform the following tasks:

1. CONSULTANT shall comply with all provisions of this Agreement, the NCMC, and the Reduction and Clearance Standards.

2. CONSULTANT shall perform surveys of the City to document potential public nuisances at the direction of the Fire Marshal, or designee.

3. Once CONSULTANT receives a complaint from the CITY, the CONSULTANT shall perform the following tasks for each complaint:

a. Perform a search in the County's records to determine the property owner;

b. Inspect the premises;

c. Contact the Fire Marshal, or designee. The Fire Marshal, or designee, shall inspect the premises;

d. The Fire Marshal, or designee, shall determine whether there is a public nuisance on the premises;

e. If the Fire Marshal, or designee, determines that a public nuisance exists, CONSULTANT shall draft a Notice to Abate ("Notice") in compliance with Title 1 of the NCMC. The Fire Marshal, or designee, shall determine the time frame by which the abatement must occur;

f. Serve the Notice. CONSULTANT shall serve the Notice pursuant to Title 1 of the NCMC;

g. Monitor property owner's compliance with Notice;

h. If property owner fails to abate the nuisance within the time frame in the Notice, CONSULTANT shall photograph the alleged nuisance on the premises and prepare a Final Notice to Abate ("Final Notice") in compliance with Title 1 of the NCMC. The Fire Marshal, or designee, shall again determine the time frame by which the abatement must occur;

i. CONSULTANT shall serve the Final Notice pursuant to Title 1 of the NCMC;

j. CONSULTANT shall return telephone calls received from property owners or any resident of the City of National City within forty-eight hours of receipt of the message;

k. If the property owner still fails to abate the nuisance within the time frame in the Final Notice, CONSULTANT shall notify the Fire Marshal, or designee, of the failure to abate.

4. Upon the Fire Marshal's, or designee's, written authorization, abate nuisance at the CONSULTANT'S sole expense. CONSULTANT shall furnish personnel and all machinery, equipment, and materials needed to perform the abatement. CONSULTANT shall remove from the premises, and properly dispose of, all debris and material resulting from the abatement. CONSULTANT shall leave the abated premises clean, free of all debris, tools, and equipment. CONSULTANT shall leave all streets, sidewalks, curb, and gutter areas clean. CONSULTANT shall not scavenge the rubbish, litter, combustible materials, or junk removed from the premises. CONSULTANT shall complete the abatement to the Fire Marshal's, or designee's, satisfaction within 15 business days of CONTRATOR'S receipt of written authorization, unless otherwise mutually agreed upon by the Fire Marshal, or designee, and CONSULTANT. CONSULTANT shall take all reasonable measures to minimize inconvenience to City personnel and the public. CONSULTANT shall comply with all applicable State and local safety regulations;

a. Prepare a binder for the Fire Marshal, or designee, on the abatement. The binder shall include, but not be limited to, hard copies of the following documents: a copy of the complaint; the results of the search of County records for ownership; a copy of the Notice; copies of documents evidencing service of the Notice by certified mail; photographs of the premises taken after the time frame in the Notice has expired; a copy of the Final Notice; photograph evidencing the posting of the Final Notice; photographs of the premises taken after the time frame in the Final Notice has expired; copy of the authorization to abate signed by the Fire Marshal, or designee; copies of any communications between CONSULTANT and the property owner; copy of the narrative describing specifically how the abatement was accomplished; photographs of the premises after the abatement; and copy of the invoice sent to the property owner;

b. Appear and testify at the appeal hearing, if any;

c. CONSULTANT shall attend a meeting with City staff in the month of May to prepare for the Public Confirmation of Costs hearing. CONSULTANT shall meet with the Fire Marshal, or designee, and other City staff when requested to do so by the Fire Marshal, or designee.

d. By June 1 of each year, CONSULTANT shall prepare, and deliver to the Fire Marshal, or designee, a binder for the Confirmation of Costs hearing for the Fire Marshal, or designee. The binder shall include, but not be limited to, hard copies of the contents of each of the binders prepared pursuant to Section 4.a., above. In addition, this binder shall include 1) a list of all properties inspected; and 2) a list of properties that received a Notice, but that CONSULTANT did not abate.

e. CONSULTANT shall attend the City Council meeting at which the Public Confirmation of Costs hearing is held and shall be prepared to answer questions from the City Council.

f. CONSULTANT shall inform the Fire Marshal, or designee, if the proposed abatement will take place on sensitive habitat. The Fire Marshal, or designee, shall determine how the abatement will be accomplished in order to prevent, eliminate or minimize the negative impact to sensitive habitat.

5. If CONSULTANT fails to perform any task required by this Agreement, the NCMC, or fails to comply with the Reduction and Clearance Standards, to the satisfaction of the Fire Marshal, or designee, CONSULTANT shall perform that task again, at the written direction of the City, at no additional cost to the property owner. In the event that the City determines that re performance of the task will not cure the defect in performance, the City shall have the option to contract with a separate entity to complete the work, or the City shall complete the task itself, and the CONSULTANT shall be liable to the City for the costs of that work.

6. CONSULTANT shall provide the City a monthly report containing the following information:

a. Number of citizen reported violations ;

b. Number of inspections performed;

c. Number of notices sent;

d. Number of abatements performed by CONSULTANT;

e. Number of abatements performed by the property owner; and

f. Total number of premises in compliance.

7. The CITY shall be responsible for the following tasks:

a. Receive all complaints and make CONSULTANT aware of the complaints;

b. Establish time frames for compliance;

c. Communicate to CONSULTANT when an appeal to a Notice or a Final Notice is filed with the City Clerk;

d. Determine whether a public nuisance exists on a premises;

e. Determine whether CONSULTANT will abate the nuisance;

f. Determine whether a property subject to a complaint is on sensitive habitat and determine the abatement methods, if any, that will be used on that property;

g. Schedule public hearings to confirm costs.

h. Record a nuisance abatement lien or special assessment against a property pursuant to Title 1 of the NCMC.

i. Deliver to CONSULTANT funds received by the City pursuant to a nuisance abatement lien or a special assessment on property abated by CONSULTANT upon written authorization of the Fire Marshal, or designee.

EXHIBIT B

COMPENSATION

CONSULTANT shall receive compensation for services pursuant to this Agreement from property owners, and not the City. Specifically, CONSULTANT shall receive compensation in the following situations:

1. If the property owner complies with the Notice and abates the public nuisance, CONSULTANT shall not receive any compensation from the property owner.

2. If the property owner fails to comply with the Notice, but complies with the Final Notice and abates the public nuisance, CONSULTANT may send an invoice to the property owner for the Administrative Fee pursuant to the Fire Prevention Services Schedule of Fees, attached as Exhibit C.

3. If CONSULTANT abates the public nuisance upon written authorization of the Fire Marshal, or designee, CONSULTANT may send an invoice to the property owner for actual costs of the abatement and the Administrative Fee, pursuant to the Fire Prevention Services Schedule of Fees, attached as Exhibit C.

4. If the property owner does not pay the costs of the abatement within 30 days of service to the property owner of the resolution of the City Council approving, modifying, or correcting the amount of the costs, the City may record a nuisance abatement lien or special assessment against the property pursuant to Title 1 of the NCMC.

5. Funds received by the City pursuant to a nuisance abatement lien or a special assessment on property abated by CONSULTANT upon written authorization of the Fire Marshal, or designee, shall be delivered to CONSULTANT annually.

EXHIBIT C

FIRE PREVENTION SERVICES SCHEDULE OF FEES FOR THE CITY OF NATIONAL CITY

Tractor Mowing		
A.	per parcel, sized 1 to 7,500 square feet	$300.00
B.	per parcel, sized 7,501 to 15,000 square feet	$390.00
C.	per parcel, sized 15,001 square feet to 30,000 square feet	$480.00
D.	per parcel, sized 30,001 square feet to one acre	$540.00
E.	per square foot over one acre	$00.04
Hand Labor		
A.	per square foot of area abated	$0.14
RC Track Mower		
A.	per square foot of area abated	$00.08
B.	move-on fee	$150.00
Debris Remediation (includes chipping, grinding, and/or shredding)		
A.	per cubic yard of material prior to chipping, and or compacting	$48.00
B.	dump fees	(reimbursement of cost)
Administrative Fee (failure to comply by deadline of notice)		
A.	per parcel	$450.00
Attorney Services		
A.	per parcel, per hour	$385.00
Assessment Fees (includes preparing reports, attending hearings, etc.)		
A.	cost confirmation fee, per parcel	$350.00
Miscellaneous Fees per Parcel		
A.	special inspection fee	$50.00
B.	NOA	$50.00
C.	Interest on NOA (apr)	10%
D.	release of NOA	$50.00
E.	public notary	$20.00
F.	file duplication fee	$50.00
G.	unscheduled Labor per man hour	$85.00
H.	unscheduled fees	(reimbursement of cost)

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.110 (B) AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND FIRE PREVENTION SERVICES, INC. FOR WEED AND LITTER ABATEMENT SERVICES

WHEREAS, National City Municipal Code Section 9.12.020 declares weeds growing or located upon streets, sidewalks, or private property to be a public nuisance; and

WHEREAS, the City's Buyer conducted extensive research seeking to discover companies that provide weed and litter abatement services; and

WHEREAS, most cities in San Diego County were unsuccessful in finding an adequately qualified company other than Fire Prevention Services, Inc.; and

WHEREAS, in lieu of publishing a Request for Proposals, the City's Buyer determined that the chances of finding a qualified and responsive bidder would be unlikely; and

WHEREAS, since 2014, the City has contracted with Fire Prevention Services, Inc., which was the sole bidder when the last RFP was issued; and

WHEREAS, pursuant to NCMC Section 2.60.110 (B), the City's Buyer determined that competitive bidding would be impractical since there are limited-service providers in San Diego County; and

WHEREAS, under these circumstances, no obvious, ascertainable advantage to the City would result from issuing a new RFP; and

WHEREAS, staff recommends, contracting with Fire Prevention Services, Inc., to provide weed and litter abatement services to the City for the next three (3) years, from May 19, 2025 through May 18, 2028 with three one-year extensions.

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

Section 1: That the City Council hereby authorizes the City to waive the formal bid process pursuant to NCMC Section 2.60.110 (B) and authorizes the Mayor to execute a three (3) year Agreement with Fire Prevention Services, Inc., as attached to the Agenda Report as Exhibit A, to provide weed and litter abatement services from May 19, 2025 through May 18, 2028 with three one-year extensions.

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

PASSED and ADOPTED this 6th day of May, 2025.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Luca Zappiello, Associate Engineer-Civil**
Meeting Date: **Tuesday, May 6, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Memorandum of Understanding between San Diego Unified Port District, San Diego Association of Governments, California Department of Transportation, City of San Diego, and National City for development of the Harbor Dr. 2.0 Port Access Improvements Project

RECOMMENDATION:
Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Authorizing the City Manager or Designee to Execute a Memorandum of Understanding Between the San Diego Unified Port District, the San Diego Association of Governments, the California Department of Transportation, the City of San Diego, and the City of National City for Collaboration in the Development and Implementation of the Harbor Drive 2.0 Port Access Improvements Project."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On February 7, 2023, per Resolution No. 2023-07, the City authorized execution of a five-year Memorandum of Agreement (MOA) with the California Department of Transportation (Caltrans) to prepare and approve the environmental document for the I-5/SR-15/Harbor Drive 2.0 Connected Corridor project.

The initial scope of the project included the introduction of dedicated truck lanes for all-day and off-peak hours, as well as the implementation of Intelligent Transportation Systems (ITS) technologies along Harbor Drive and the connecting arterials to I-5 and SR-15 in San Diego and National City.

After the MOA was executed, the scope of the I-5/SR-15/Harbor Drive 2.0 Connected Corridor project was expanded to include the construction of the Vesta Street Bridge, along with the installation of ITS technologies on Harbor Drive. The proposed Vesta Street Bridge will provide direct vehicular connectivity between the east and west sections of Naval Base San Diego, which are currently separated by rail lines and Harbor Drive.

Additionally, the project title changed from the I-5/SR-15/Harbor Drive 2.0 Connected Corridor project to the Harbor Drive 2.0 Port Access Improvements Project (Project).

The attached Memorandum of Understanding (MOU) will have a term of five years and aims for all parties involved to collaborate towards the shared objective of completing the Design and Right-of-Way Certification phases of the Project. The parties identified in the MOU include the

San Diego Unified Port District, the San Diego Association of Governments, the California Department of Transportation, the City of San Diego, and the City of National City.

A key point to note about the MOU is that the Port District and SANDAG secured funding for the design and right-of-way phases in February 2024. SANDAG will lead the design and Right-of-Way Certification outside of Caltrans Right-of-Way, while Caltrans will lead the Right-of-Way Certification within its own Right-of-Way for the Harbor Drive ITS Component. This proposed Harbor Drive ITS Component element includes improvements along Harbor Drive in National City and plans to install two traffic signals along 8th Street at the off-ramp and on-ramp of Interstate 5. Additionally, the Vesta Street Bridge element is located within the City of San Diego.

Staff has reviewed the MOU, and agrees with its terms and conditions.

Staff recommends that the Council adopt the resolution authorizing the City Manager or designee to execute the MOU.

FINANCIAL STATEMENT:
No matching City funds required at this time.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Health, Environment, and Sustainability

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – Agreement
Exhibit B – Concept Plans of the Harbor Drive ITS Component element, showing only the area in National City
Exhibit C – Resolution

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into on this ___ (number) day of _____ (month) in ____ (year) ("Effective Date") by and between:

THE SAN DIEGO UNIFIED PORT DISTRICT, THE SAN DIEGO ASSOCIATION OF GOVERNMENTS, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, THE CITY OF SAN DIEGO, AND THE CITY OF NATIONAL CITY (Parties may be referenced individually as a "PARTY" and collectively as the "PARTIES").

PURPOSE:
The purpose of this MOU is to establish a good-faith foundation between the PARTIES for collaborative efforts that are mutually beneficial in the development of the Harbor Drive 2.0 Port Access Improvements Project ("Project") as further detailed herein. The PARTIES agree to work together in a cooperative and coordinated manner in developing and planning the Project.

The Project is comprised of the construction of the Vesta Street Bridge (Vesta Street Bridge) and the installation of the Harbor Drive Intelligent Transportation System (ITS). The proposed Vesta Street Bridge will facilitate direct vehicular connectivity between the east (dry) and west (wet) portions of Naval Base San Diego (NBSD) that are currently separated by rail lines and Harbor Drive. With the Vesta Street Bridge in place, vehicles would not need to use the City street network between the east and west sides of the NBSD, reducing out of direction travel and relieving traffic congestion at existing NBSD gates and adjacent intersections. Harbor Drive currently experiences high levels of congestion that slow down Port and Naval operations and produce downstream impacts on residents living and working in the portside neighborhoods. The Harbor Drive ITS will improve access and circulation by optimizing signal timing and circulation to facilitate truck and other vehicle movements along Harbor Drive and connecting arterials to I-5 and SR-15 in San Diego and National City. The Project is intended to improve accessibility, goods movement, economic vitality, and the well-being of local communities.

RECITALS:

WHEREAS, in 2008, the Board of Port Commissioners ("BPC") of the San Diego Unified Port District ("District") accepted federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) funds for improvements; and

WHEREAS, in 2016, the District requested that remaining earmarked funds be repurposed and utilized for the Harbor Drive Multimodal Corridor Study ("HDMCS"); and

WHEREAS, the BPC authorized completion of the HDMCS in November 2017; and

WHEREAS, the HDMCS scope included the segment of Harbor Drive between the Tenth Avenue Marine Terminal and the National City Marine Terminal ("Working Waterfront"), as well as the major east/west arterial roadways from Harbor Drive to interstate and highway access points; and

WHEREAS, the District, San Diego Association of Governments ("SANDAG"), the City of San Diego ("San Diego"), the California Department of Transportation ("Caltrans"), the City of National City ("National City"), the San Diego Metropolitan Transit System ("MTS"), and the United States Department of the Navy ("Navy") all participated and provided substantial input on the Technical Advisory Committee for the HDMCS; and

WHEREAS, in December 2019, the BPC (1) received and accepted the completed HDMCS, and (2) directed District staff to proceed with the Harbor Drive 2.0 concept plan (Appendix H to the HDMCS and Attachment 1 to this MOU), and work with partner agencies, including those with jurisdiction over the improvements proposed in the HDMCS; and

WHEREAS, through participation in the Technical Advisory Committee, the District, SANDAG, San Diego, Caltrans, MTS, the Navy, and National City, recognized the significant role that both the HDMCS and the Project can play in transportation planning for the local area and region; and

WHEREAS, in December 2023, Caltrans completed an Initial Study with Negative Declaration/Environmental Assessment and adopted a Finding of No Significant Impact for the Harbor Drive Intelligent Transportation System ("ITS") and Vesta Street Bridge Components that propose to improve the movement of goods and people to and from the Port of San Diego's Working Waterfront; and

WHEREAS, the District partnered with Caltrans and SANDAG to advance the Project to construction, including achievement of the following milestones: completion of the Project Report, completion of the Environmental Phase, and commencement of the Design (Project Specifications & Engineering) Phase. Achievement of these milestones included the following activities: (1) a Concept of Operations was completed in January 2022, and (2) funding for design and right-of-way phases was secured in February 2024; and

WHEREAS, the District and Caltrans entered into a Master Agreement Regarding Collaborative Projects, effective October 24, 2024, which establishes the respective rights, responsibilities and obligations of the District and Caltrans in collaborating on certain transportation projects, including without limitation, the Project; and

WHEREAS, the District, SANDAG, San Diego, Caltrans, and National City support collaborating with one another in the implementation of the Project, and the goals expressed in the HDMCS (Attachment 1).

NOW, THEREFORE, the PARTIES hereto agree to the following terms and conditions:

1. The PARTIES agree to work cooperatively toward the mutual goal of completing the Design and Right-of-Way Certification phases of the Project and will meet and discuss, in good faith, the following as necessary:

    a. *Design/Right-of-Way Certification*: The PARTIES will collaborate to certify that the tasks and deliverables per the *Caltrans Work Breakdown Structure* are part of the mutually agreed upon Project for the Design and Right-of-Way Certification.

    b. *Implementing Agency*: The following agencies have been assigned as the agencies that are performing the Design and Right-of-Way Certification phases of the Project. The Implementing Agency will determine and execute the required agreements. The Implementing Agency will retain all consultants needed and fund the Design and Right-of-Way Certification phases of the Project.

    Harbor Drive ITS Component:
    - Design: SANDAG
    - Right-of-Way Certification (outside Caltrans Right-of-Way): SANDAG
    - Right-of-Way Certification (within Caltrans Right-of-Way): Caltrans

    Vesta Street Bridge Component:
    - Design: Caltrans-District 11

- Right-of-Way Certification (outside Caltrans Right-of-Way): SANDAG
- Right-of-Way Certification (within Caltrans Right-of-Way): Caltrans

c. *Funding*: SANDAG and Caltrans will negotiate with the intent to reach a consensus as to future potential cost sharing responsibilities among SANDAG and Caltrans for the construction and installation of the Project, including, but not limited to, identifying funding mechanisms such as grant funding opportunities and manners in which such opportunities should be pursued, based upon availability and necessity.

2. The PARTIES intend to enter into future agreements that will set forth their roles and obligations for constructing, installing, and funding the Project.

3. Each PARTY agrees to designate a specific individual as a point-of-contact, preferably a Project Manager, for purposes of this MOU by two (2) weeks following the execution of this MOU.

4. Nothing in this MOU shall be construed to obligate any of the PARTIES, unless specifically provided herein.

5. The PARTIES will meet a minimum of eight (8) times, starting with the month following execution of this MOU.

6. This MOU shall be effective on the date set forth above and shall continue in effect for five (5) years from the effective date, unless terminated by any PARTY. The term of this MOU shall not exceed five (5) years unless approved by the Council of the City of San Diego as well as other PARTIES. A PARTY may terminate the MOU by giving the other PARTIES thirty (30) calendar days advance written notice.

7. In the event that any PARTY materially breaches this MOU and fails to cure such breach within sixty (60) days after receiving written notice of such breach from any of the other PARTIES, the PARTY sending such notice may terminate this MOU by giving the PARTY in breach written notice of its election to terminate, but not before first submitting the dispute to mediation per Paragraph 14. Should the dispute not resolve at mediation, then the Parties may pursue termination for breach or any other legal remedy. Non-attendance at meetings is not a material breach.

8. No alteration, modification, amendment, or variation of the terms of this MOU shall be valid unless made in writing, agreed to, and executed by the PARTIES before becoming effective. As to the City of San Diego, amendments may require the approval of City Council before becoming effective. The PARTIES will, at the very least, review the MOU once every year, or sooner if mutually agreed upon. Upon giving the other PARTIES thirty (30) calendar days' advance notice, each PARTY may submit a written petition to renegotiate the MOU.

9. All obligations of the PARTIES under the terms of this MOU are subject to the appropriation of the required resources by the PARTIES and the approval of their respective decision-making authorities.

10. For purposes of this MOU, the relationship of the PARTIES is that of independent entities and not as agents of each other or as joint ventures or partners. The PARTIES shall maintain sole and exclusive control over their own personnel, agents, consultants, and operations.

11. With the exception of the PARTIES retaining consultants as necessary to fulfill their obligations under this MOU, the PARTIES agree not to assign any responsibilities in this MOU to a third PARTY without the written consent of all PARTIES.

12. The PARTIES agree they each may use confidential or sensitive information to meet their individual goals. The PARTIES agree to mark any confidential documents as confidential prior to sharing them with any other PARTY. PARTIES may not share any disclosed confidential information with unauthorized third parties, unless disclosure is required to comply with a court order or respond to a request under the California Public Records Act (PRA). In the event that a PARTY intends to disclose another PARTY's marked confidential documents in response to a PRA request, the disclosing PARTY will first notify the other PARTY of the request and describe the confidential documents to be disclosed. Prior to disclosure, the disclosing PARTY and the affected PARTY will meet and confer to determine whether disclosure is proper and to allow the affected PARTY to seek judicial remedies if necessary. To ensure accuracy in responding to a request for public records, a PARTY must notify the other PARTIES of the request and may collaborate before the release of any PRA response for awareness and possible review of the public records to be disclosed. PARTIES may, at their discretion, enter into a Non-Disclosure Agreement to ensure sensitive or proprietary information and trade secrets are kept confidential.

13. The PARTIES agree this MOU represents the most current agreement between the PARTIES and supersedes all other written or oral agreements. If the PARTIES wish to update the terms or otherwise adjust provisions of this MOU, the PARTIES shall do so by the drafting and signing of a new MOU, or by written amendment pursuant to Section 7 above.

14. This MOU shall be governed by all applicable State of California and federal law. Any dispute arising out of or in connection with this MOU may be submitted to mediation in the County of San Diego. Should the dispute not resolve at mediation, then the Parties may pursue any other legal remedies. The venue for any suit concerning the MOU, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

15. The PARTIES represent and warrant they are authorized to enter into this MOU.

16. Under no circumstances will the PARTIES be liable to each other for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this MOU or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action). The PARTIES' damages are limited to direct damages.

17. If any provision of this MOU is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in force in accordance with the PARTIES' intention.

18. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each PARTY has signed one such counterpart.

19. The City of San Diego may enter into an agreement with SANDAG, regarding critical points of coordination during the design and construction of the Project provided that the agreement and any necessary funding is approved by the Council of the City of San Diego.

IN WITNESS WHEREOF, the PARTIES hereto have executed this MOU effective on the day and year first above written. The undersigned PARTIES acknowledge and agree to this MOU:

California Department of Transportation

By: _____
Ann Fox
District 11 Director

Approved as to from:

By: _____
Jeffrey R. Benowitz
Deputy Chief Counsel

San Diego Association of Governments

By: _____
Mario H. Orso
Chief Executive Officer

Approved as to from:

By: _____
Shelby Tucker
Senior Legal Counsel

San Diego Unified Port District

By: _____
Scott Chadwick
President/Chief Executive Officer

Approved as to from:

By: _____
Shiraz D. Tangri
Deputy General Counsel

City of San Diego

By: _____
Casey Smith
Deputy Chief Operating Officer

Approved as to from:

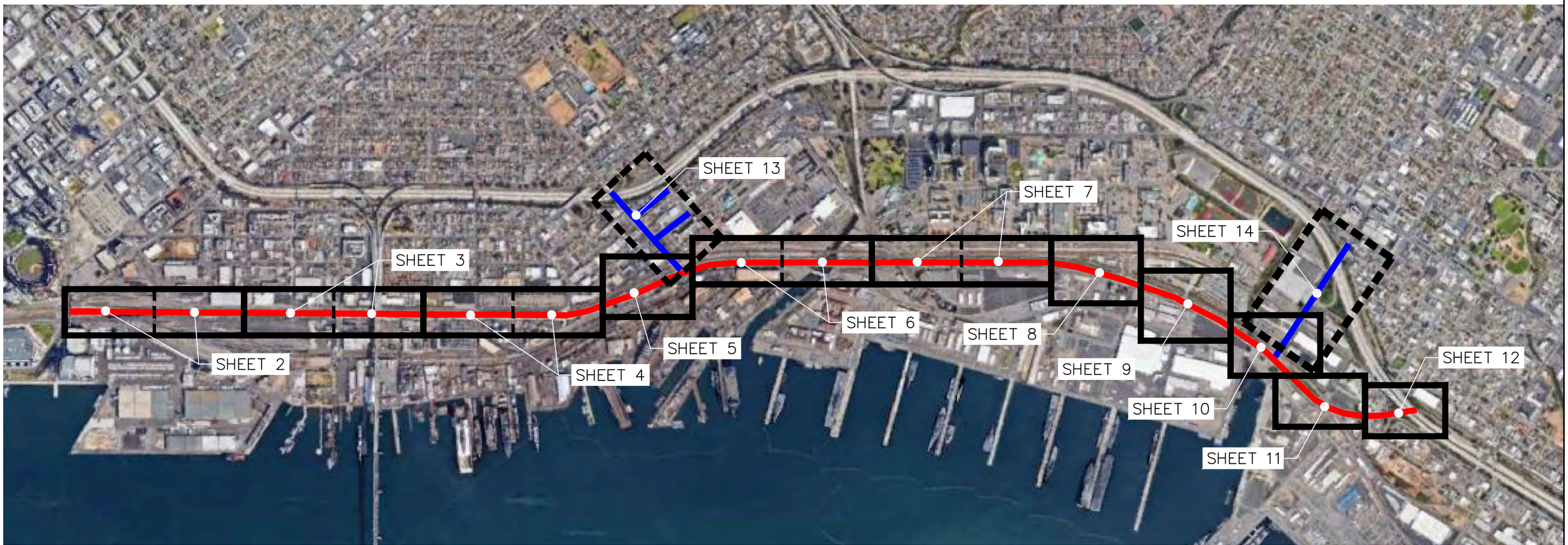
By: _____
Cassandra Mougin
Deputy City Attorney

City of National City

By: _____
Stephen Manganiello
Director of Public Works

Approved as to from:

By: _____
Barry J. Schultz
City Attorney



wsp
401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

HARBOR DR. 2.0

KEY MAP

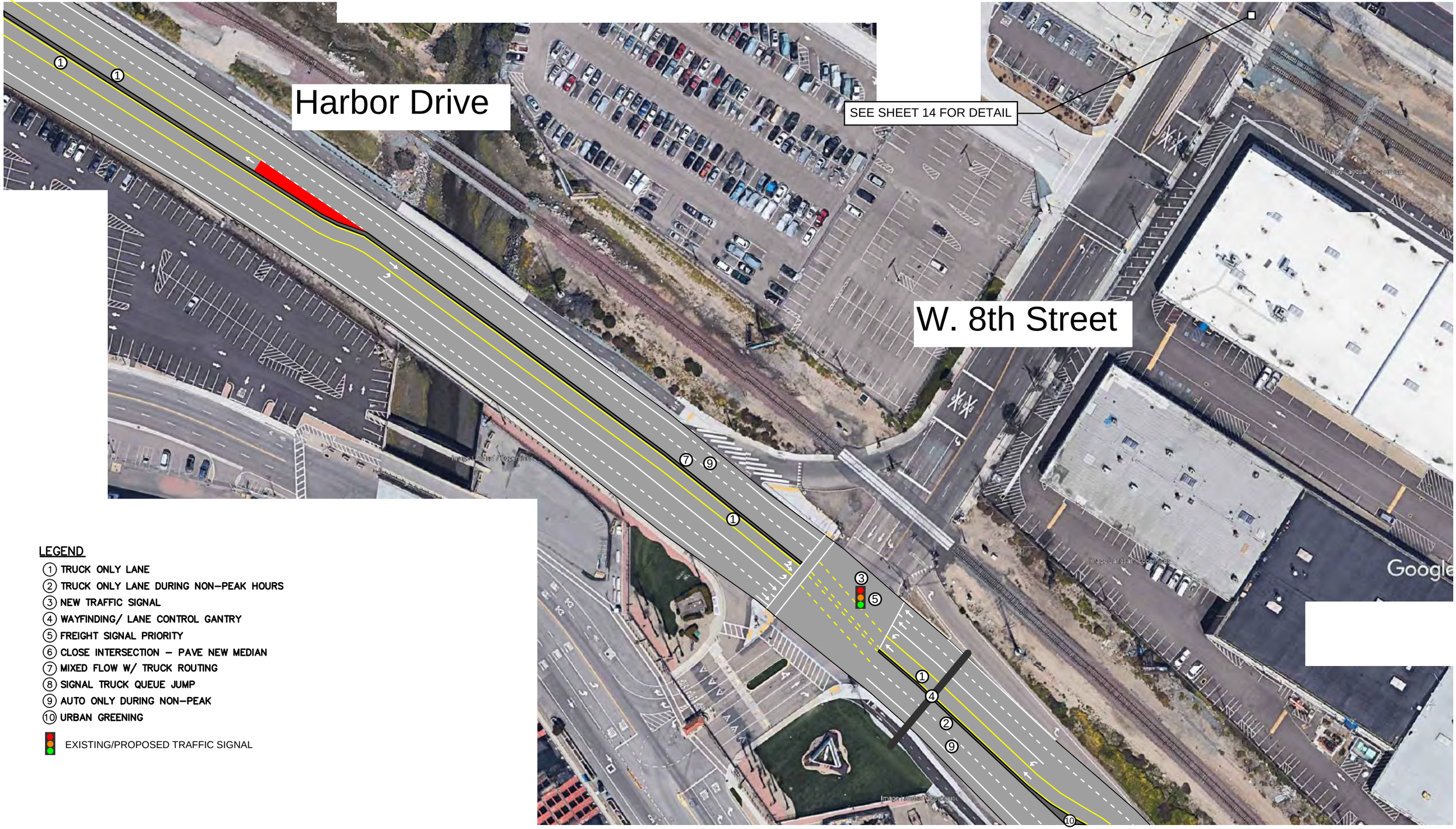
PORT of SAN DIEGO

NORTH

SCALE 0 500 1000 Feet

DATE NOV 2019

SHEET NO. 1 OF 14



LEGEND

1. TRUCK ONLY LANE
2. TRUCK ONLY LANE DURING NON-PEAK HOURS
3. NEW TRAFFIC SIGNAL
4. WAYFINDING/ LANE CONTROL GANTRY
5. FREIGHT SIGNAL PRIORITY
6. CLOSE INTERSECTION – PAVE NEW MEDIAN
7. MIXED FLOW W/ TRUCK ROUTING
8. SIGNAL TRUCK QUEUE JUMP
9. AUTO ONLY DURING NON-PEAK
10. URBAN GREENING

EXISTING/PROPOSED TRAFFIC SIGNAL

wsp
401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

HARBOR DR. 2.0

HARBOR DR.

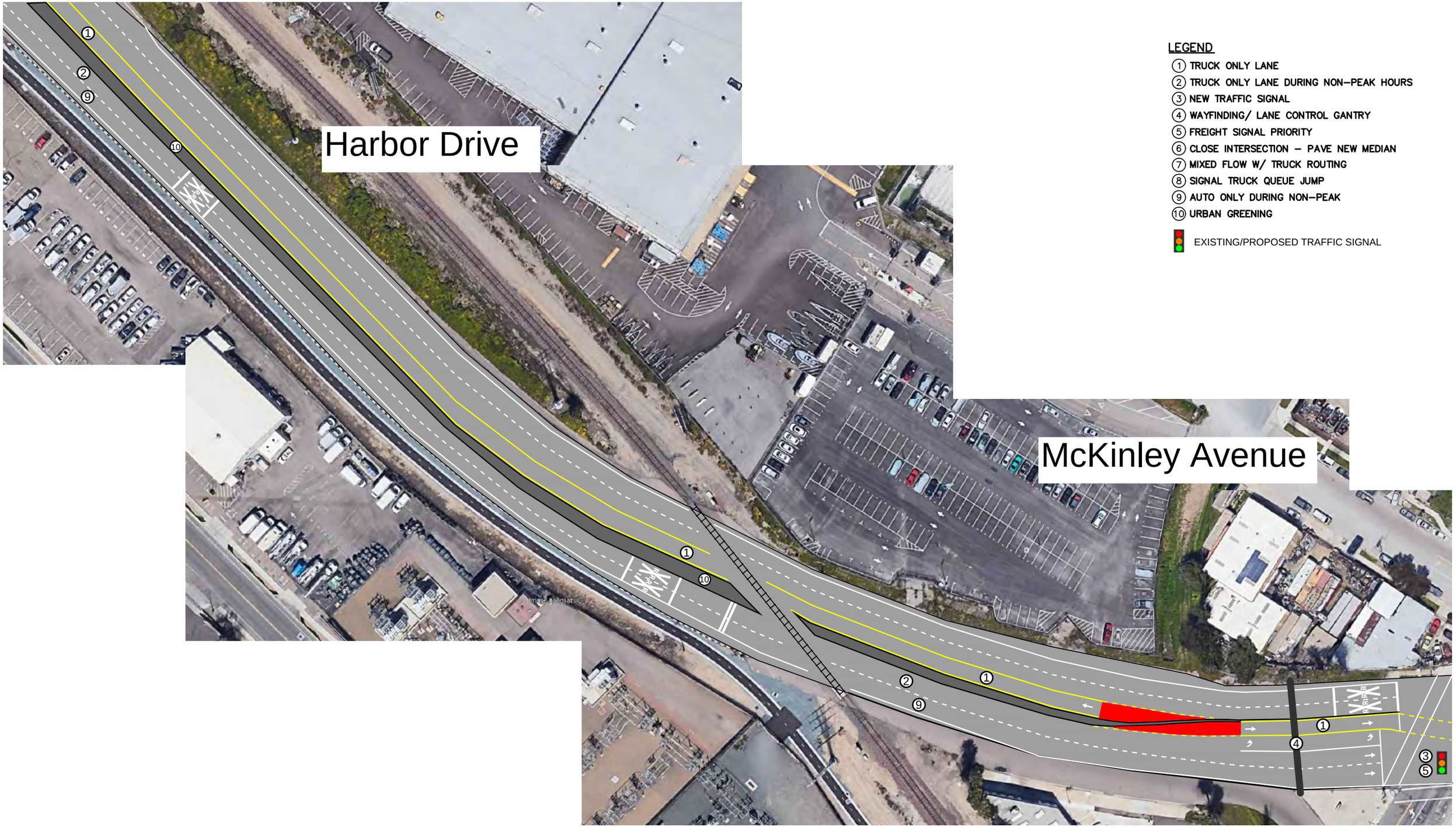
PORT of SAN DIEGO

NORTH

SCALE 0 80 160 Feet

DATE NOV 2019

SHEET NO. 10 OF 14



LEGEND

1. TRUCK ONLY LANE
2. TRUCK ONLY LANE DURING NON-PEAK HOURS
3. NEW TRAFFIC SIGNAL
4. WAYFINDING/ LANE CONTROL GANTRY
5. FREIGHT SIGNAL PRIORITY
6. CLOSE INTERSECTION – PAVE NEW MEDIAN
7. MIXED FLOW W/ TRUCK ROUTING
8. SIGNAL TRUCK QUEUE JUMP
9. AUTO ONLY DURING NON-PEAK
10. URBAN GREENING

EXISTING/PROPOSED TRAFFIC SIGNAL

wsp
401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

HARBOR DR. 2.0

HARBOR DR.

PORT of SAN DIEGO

NORTH

DATE NOV 2019

SHEET NO. 11 OF 14

SCALE

0 80 160 Feet



wsp
401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
TEL (619) 338-9376 FAX (619) 338-8123

HARBOR DR. 2.0

8TH STREET

PORT of SAN DIEGO

NORTH

SCALE

0 120 240 Feet

DATE NOV 2019

SHEET NO. 14 OF 14

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT, THE SAN DIEGO ASSOCIATION OF GOVERNMENTS, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, THE CITY OF SAN DIEGO, AND THE CITY OF NATIONAL CITY FOR COLLABORATION IN THE DEVELOPMENT AND IMPLEMENTATION OF THE HARBOR DRIVE 2.0 PORT ACCESS IMPROVEMENTS PROJECT.

WHEREAS, on February 7, 2023, the City Council of the City of National City ("City") adopted Resolution No. 2023-07 authorizing execution of a five-year Memorandum of Agreement ("MOA") with the California Department of Transportation ("Caltrans") to prepare and approve the environmental document for the I-5/SR-15/Harbor Drive 2.0 Connected Corridor project (the "Original Project"); and

WHEREAS, the initial scope of the Original Project included the introduction of dedicated truck lanes for all-day and off-peak hours, as well as the implementation of Intelligent Transportation Systems ("ITS") technologies along Harbor Drive and the connecting arterials to I-5 and SR-15 in the cities of San Diego and National City; and

WHEREAS, after the MOA was executed, the scope of the Original Project was expanded to include the construction of the Vesta Street Bridge, along with the installation of ITS technologies on Harbor Drive; and

WHEREAS, the proposed Vesta Street Bridge will provide direct vehicular connectivity between the east and west sections of Naval Base San Diego, which are currently separated by rail lines and Harbor Drive; and

WHEREAS, with the expanded scope, the project title for the Original Project changed to the Harbor Drive 2.0 Port Access Improvements Project (the "Project"); and

WHEREAS, the Project also involves additional agencies not parties to the initial MOA, including the San Diego Unified Port District, the San Diego Association of Governments, and the City of San Diego (in addition to the parties to the original MOA, Caltrans and the City of National City); and

WHEREAS, the Memorandum of Understanding between the aforementioned agencies ("MOU") will have a term of five years and aims for all parties involved to collaborate in the development and planning of the Project; and

WHEREAS, City staff recommends executing the MOU with Caltrans, the San Diego Unified Port District, the San Diego Association of Governments, and the City of San Diego for collaboration in the development and implementation of the Project.

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

Section 1: That the City Council hereby authorizes the City Manager or designee to execute a Memorandum of Understanding between the San Diego Unified Port District, the San Diego Association of Governments, the California Department of Transportation, the City of San Diego, and the City of National City for collaboration in the development and implementation of the Harbor Drive 2.0 Port Access Improvements Project. The Memorandum of Understanding is attached to the Agenda Report as Exhibit A.

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

PASSED and ADOPTED this 6th day of May, 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, May 6, 2025**
Approved by: **Scott W. Huth, Interim 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 6th day of May, 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

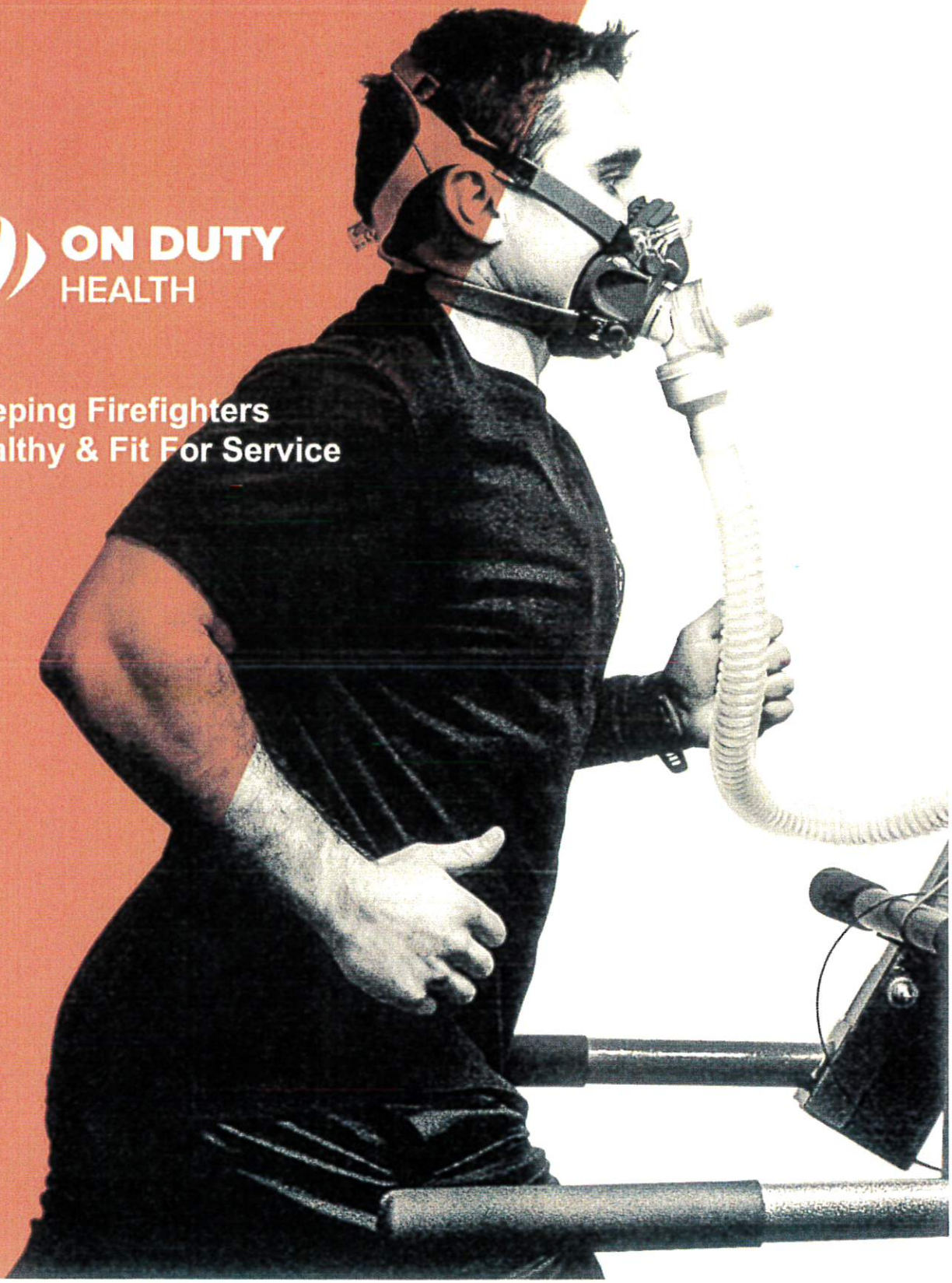
By: [redacted]

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

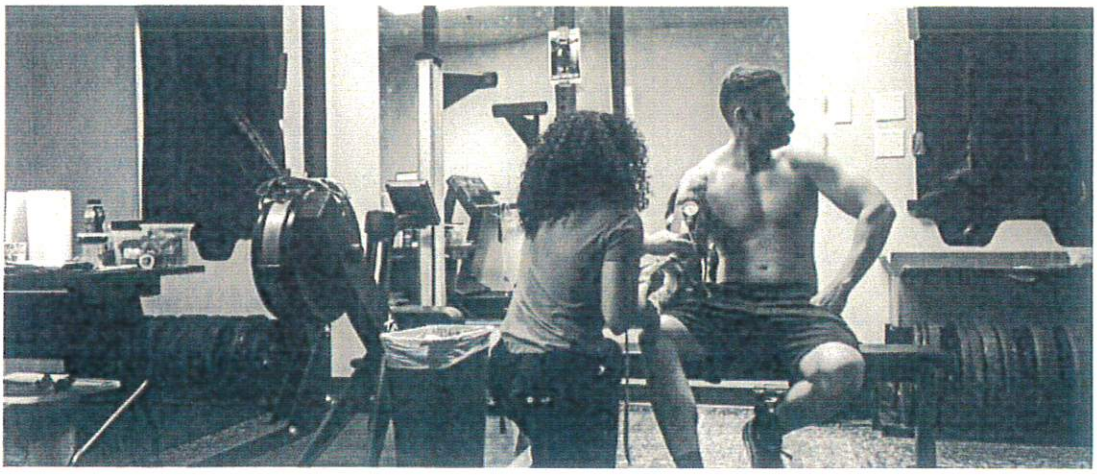
surviving, but thriving well into retirement. We are fully NFPA-compliant, but go well beyond the NFPA standards by incorporating recommendations from IAFF & IAFC, US Preventative Services Task Force, CDC, National Institute for Occupational Safety and Health, American College of Cardiology, American 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





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@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
INSURED ON DUTY HEALTH – TEXAS, PLLC 2028 East Ben White Boulevard Ste 240A Austin TX 78704 ONDUTYH-01	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 :

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 Defense & Liability	100,000 100,000

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
Liberty Mutual Insurance
PO Box 188065
Fairfield OH 45018

CONTACT NAME:
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
INSURER B : The Ohio Casualty Insurance Company	24074
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
On Duty Health - Texas, Pllc
2028 E Ben White Blvd Ste 240a
Austin TX 78741

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 COMMERCIAL

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

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: City Attorney's Office
Prepared by: Barry J. Schultz, City Attorney
Meeting Date: Tuesday, May 6, 2025
Approved by: Scott W. Huth, Interim City Manager

SUBJECT:
Approval of an Agreement with Luth and Turley, Inc., for Sewer and Flood Restoration Services for a Not-to-Exceed Amount of $150,000.

RECOMMENDATION:

Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement between the City of National City and Luth and Turley, Inc., for Sewer and Flood Restoration Services for the Term of May 6, 2025 to May 6, 2028 for the Not-to-Exceed Amount of $150,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City of National City's Risk Management Department utilizes contractors to assist with investigating and repairing damages in response to Government Tort Claims. In furtherance of its efforts to timely and efficiently respond to said Government Tort Claims, the Risk Management Department requests the City Council's authorization to retain Luth and Turley, Inc., to assist with restoration, extractions, reconstruction and repairs arising from flooding due to City of National City sewer mains.

The City currently has an active agreement with Luth and Turley, Inc., that is set to expire May 3, 2025.

FINANCIAL STATEMENT:
627-10-15-15600-7432 – Liability Claim Cost

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 - Agreement
Exhibit B – Resolution

SHORT FORM SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
LUTH AND TURLEY, INC.

THIS AGREEMENT is entered into this 6th day of May, 2025 by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and LUTH AND TURLEY, INC., a California Corporation ("the CONTRACTOR").

NOW, THEREFORE, CITY agrees to engage CONTRACTOR to perform the services set forth herein in accordance with the following terms and conditions:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR shall provide services as outlined in attached proposal, Exhibit "A."

2. **LENGTH OF AGREEMENT.** The duration of this Agreement is from May 6, 2025 to May 6, 2028.

3. **COMPENSATION.** The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed $150,000.00. The compensation for CONTRACTOR'S work shall be based upon and not exceed the rates given in Exhibit "A" (the labor rates) without prior written authorization from CITY.

4. **PAYMENT SCHEDULE.** CITY will make payment within thirty (30) days of receiving and approving a billing statement for the satisfactorily completed services of CONTRACTOR.

5. **TERMINATION.** CITY may terminate this Agreement at any time by providing one (1) day's written notice to CONTRACTOR.

6. **INDEPENDENT CONTRACTOR.** It is agreed that CONTRACTOR is an independent CONTRACTOR, and all persons working for or under the direction of CONTRACTOR are CONTRACTOR's agents, servants, and employees, and said persons shall not be deemed agents, servants, or employees of CITY.

7. **INSURANCE.** CONTRACTOR shall obtain:

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, 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. Said policies, except for the professional liability and workers' compensation policies, shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and separate additional insured endorsements shall be provided.

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. 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.

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

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with, and approved by the CITY's Risk Manager. If the CONTRACTOR does not keep all insurance policies required by this Section 11 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

K. All deductibles and self-insured retentions in excess of ten-thousand dollars ($10,000) must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 11, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

L. 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.

8. **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 negligence, recklessness, or willful misconduct in the performance of this Agreement. 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.

9. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

9.1 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 10. This Section 10 applies to CONTRACTOR notwithstanding any other agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary.

9.2 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.

9.3 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.

10. **ACCEPTABILITY OF WORK.** 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.

11. **BUSINESS LICENSE.** CONTRACTOR must possess or shall obtain a business license from the National City Finance Department before beginning work.

12. **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.

13. **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 will 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. The CONTRACTOR shall comply with all laws, including federal, state, and local laws, whether now in force or subsequently enacted.

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY. In 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 11 and the indemnification and hold harmless provision of Section 9 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) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

Date: _____

LUTH AND TURLEY, INC.
(Corporation – signatures of two corporate officers required)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

CONTACT INFORMATION

CITY OF NATIONAL CITY
1243 National City Boulevard
National City, CA 91950-4397

Phone: (619) 336-4370
Contact: Mike Gomez
Title: Risk Manager
Dep.: Risk Management
Email: Riskmanager@nationalcityca.gov

LUTH AND TURLEY, INC.
1350 Hill Street
El Cajon, CA 92020

Phone:
Fax:
Contact:
Title:
Email:
Taxpayer I.D. No.:

1350 Hill Street, El Cajon, California 92020 / (619) 579-8673 / Fax: (619) 579-0023 State Lic. No. 383482

Luth and Turley, Inc.

GENERAL CONTRACTORS FLOORING CONTRACTORS

PROPOSAL
NATIONAL CITY WASTEWATER RESTORATION SERVICES

Service Provider- Luth & Turley Inc.
Contact- Mike Turley (619) 933-9057
Email- Mike@luthturley.com

Services Authorized by National City- Wastewater cleanup and resulting repairs.

Service Provider General Information

Luth & Turley is a full-service General Contractor that specializes in flood and sewer backup restoration services since 1978. Located in El Cajon, we are the oldest and most experienced restoration specialist still active in San Diego County. We are very honored to have been selected as a service provider for National City Wastewater Department. For additional information on our company please visit our website at www.Luthturley.com

Proposed Service Pricing- There are two pricing structures that will apply, and they are as follows.

- **Restoration Clean up and Extractions.** This portion of the service needs will be completed on a time and material (T/M) basis. Attached you will find a copy of our confidential Schedule of fees that lists the most common labor, material, and equipment used for this portion of the service.
- **Reconstruction and or Repairs.** This portion will be a line-item estimate showing specific material and labor need utilizing unit cost pricing. This pricing is provided within our estimating database supplied by a commonly used software from Xactimate.

Note: Luth & Turley is NOT a wholesale supplier of specialty equipment, trades, or supplies. All purchases or needed specialty sub-contractors will include a 15% mark up as well as contractor O/P (overhead and profit).

1350 Hill Street El Cajon, California 92020 / P:619.579.8673 / F: 619.579.0023 State Lic. No. 383482

Luth and Turley, Inc.

GENERAL CONTRACTORS FLOORING CONTRACTORS

RATES AND CONDITIONS 03/03/2025

		*Rates	PER HOUR
Standard air mover	$	35.00	Per Day
Large capacity dehumidifier	$	125.00	Per Day
Remove carpet & pad	$	107.00	Per hour
Clean carpet	$	107.00	Per hour
Deodorize & clean carpet	$	107.00	Per hour
Install new carpet & pad	$	15.47	SY
Remove Floor tile	$	107.00	Per hour
Install vinyl square tile	$	1.31	SF
Install vinyl sheet tile	$	21.00	SY
Install ceramic floor tile	$	10.35	SF
Carpenter labor (Skilled labor)	$	125.00	Per hour
Installation of Drywall, tape and texture	$	120.00	Per hour
Painting	$	107.00	Per hour
Plumber labor (Skilled labor)	$	165.00	Per hour
Remove & Reset commode	$	225.00	EA
Water extraction	$	107.00	Per hour
Landscaping	$	107.00	Per hour
Mopping & Cleaning	$	107.00	Per hour
Loading & hauling of debris	$	107.00	Per hour
Supervision Construction & Flood	$	130.00	Per hour
Customer Service Representative	$	130.00	Per hour
Replacement of equipment filters & ducting	Per Receipts		
Equipment rental	Per Receipts		
Materials supplied by Luth & Turley	Per Receipts		

(1) Rates are for work performed between 7 AM & 4 PM Monday-Friday

(2) Overtime time and a half rates will apply for work completed between 4 PM & 7 AM Monday- Friday- As Governed by state labor laws

(3) Time and a half will be charged for all work completed on Saturdays and double time will be charged for work completed on Sundays & Holidays

(4) Rates are for work completed by Luth & Turley, Inc. employees and does not apply to work performed by Subcontractors of Luth & Turley,Inc.

(A) A 15% Mark-up will be added to above rates & receipts.

(B) A 15% Mark-up will be added to all subcontract invoices

City of National City
BUSINESS TAX CERTIFICATE

"For Services Provided in National City, California Only"

2025

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

Business Name	LUTH AND TURLEY INC
Business Location	1960 N MARSHALL AVE STE 105 EL CAJON, CA 92020-1194
Business Owner(s)	LUTH AND TURLEY INC
Business Type	Contractor - Sub (Based Out Of City)
Account Number	09050120
Effective Date	January 01, 2025
Expiration Date	December 31, 2025

DIANA JONES
LUTH AND TURLEY INC
1960 N MARSHALL AVE STE 105
EL CAJON, CA 92020-1194

[redacted]
City Manager

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

NOTE: IT IS YOUR OBLIGATION TO RENEW THIS CERTIFICATE WHETHER OR NOT YOU RECEIVE A RENEWAL NOTICE

For all inquiries regarding this certificate, contact HdL Business Tax Support Center at (619) 382-2596.

LUTH AND TURLEY INC

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST**. If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of National City
BUSINESS TAX CERTIFICATE

DIANA JONES
LUTH AND TURLEY INC
1960 N MARSHALL AVE STE 105
EL CAJON, CA 92020-1194

Account Number: **09050120**

Date of Issue: **01/01/2025**

LUTH&TU-01 SANJA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2024

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

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

PRODUCER License # 0L48969 C3 Risk & Insurance Services 404 Camino Del Rio S. STE 410 San Diego, CA 92108	CONTACT NAME: PHONE (A/C, No, Ext): (619) 233-8000 FAX (A/C, No): (619) 864-7106 E-MAIL ADDRESS: policy@c3insurance.com
INSURED Luth & Turley, INC. 1960 N. Marshall Avenue, Suite 105 El Cajon, CA 92020	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Middlesex Insurance Company — 23434 INSURER B : COMPWEST INSURANCE COMPANY — 12177 INSURER C : Nautilus Insurance Company — 17370 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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: POLICY X PRO-JECT LOC OTHER:	X		A0156880	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLU PROF FUNGU	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		A0156880	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			A0156880006	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	10006142903	10/1/2024	10/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors and Omissions			CPP203314414	10/1/2024	10/1/2025	DEDT: $10,000	2,000,000
C	Pollution			CPP203314414	10/1/2024	10/1/2025	DEDT: $5,000	2,000,000

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

Additional insureds are included as/where required by written contract as respects to General Liability, Auto Liability, General waiver of subrogation, Auto waiver of subrogation, General Liability primary non-contributory wording, Auto Liability primary non-contributory wording and Workers Compensation waiver of subrogation, but limited to the operations of the Insured under said contract, and always subject to all the policy terms, conditions and exclusions per endorsements attached.

THIS CERTIFICATE CANCELS AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED

the CITY and its officers, agents, employees, and volunteers

CERTIFICATE HOLDER

City of National City
c/o Risk Manager
1243 Ntional 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.

[redacted] PRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage.	All locations per written contract, agreement or permit. Description: All jobs performed that have a written contract, agreement, or permit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage.	All locations and jobs performed that have a written contract, agreement, or permit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:	Luth & Turley Inc
Endorsement Effective Date:	10/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Luth & Turley Inc

Endorsement Effective Date: 10/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be $ 500.

Schedule

Person or Organization	Description
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10/01/2023** Policy No. **CW WCP 100061429 02** Endorsement No.
Insured **LUTH & TURLEY, INC.** Premium: **$0**

Insurance Company **COMPWEST INSURANCE COMPANY** Countersigned by _____

WC 99 03 13 C
(Ed. 7-09)

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND LUTH AND TURLEY, INC., FOR SEWER AND FLOOD RESTORATION SERVICES FOR THE TERM OF MAY 6, 2025 TO MAY 6, 2028 IN THE NOT-TO-EXCEED AMOUNT OF $150,000.

WHEREAS, the City of National City's ("City") Risk Management Department utilizes contractors to assist with investigating and repairing damages in response to Government Tort Claims; and

WHEREAS, in furtherance of its efforts to timely and efficiently respond to said Government Tort Claims, the Risk Management Department requests City Council authorization to retain Luth and Turley, Inc., to assist with restoration, extractions, reconstruction, and repairs arising from flooding due to City of National City sewer mains; and

WHEREAS, City staff recommends City Council authorize the Mayor to execute an Agreement with Luth and Turley, Inc. for the term of May 6, 2025 to May 6, 2028 for the not-to-exceed amount of $150,000.

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

Section 1: Approves and authorizes the Mayor to execute an Agreement with Luth and Turley, Inc. for the term of May 6, 2025 to May 6, 2028 for the not-to-exceed amount of $150,000.

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

PASSED and ADOPTED this 6th day of May, 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, May 6, 2025**
Approved by: **Scott W. Huth, Interim 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.

April 1, 2025 City Council meeting
The City Council directed staff to modify this report to include a more robust discussion of CEQA (California Environmental Quality Act), ex-parte meetings, and findings for denial. These items are discussed in the following sections below: “CEQA”, “Afterword” (ex-parte communications), and “Staff Recommendation” (findings for denial).

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,

[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.

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 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

[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.

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.

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

[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.

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 in 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.

Updated information related to Staff Determination

Staff will almost always include findings for denial, as well as for approval with a staff report. In the case of this project, there was uncertainty over which of the seven components would be included or omitted per Planning Commission direction. In their staff report, staff encouraged the Planning Commission to consider each request made by the applicant on their individual merits, as it is within the purview of the Planning Commission to approve all or some of the requests, or deny the project as a whole if appropriate findings can be made. As staff had maintained that the project was ambitious and should be scaled back, it was expected that the project would be at least continued in order to be redesigned (scaled back), at which time staff would have a better idea on how to craft denial findings.

At the Planning Commission meeting where a decision was made, 41 community members registered an opinion of the proposal (37 in opposition and four in support), with 26 speakers raising concerns related to public safety, air pollution, public nuisance, and public convenience and necessity for the sale of alcoholic beverages for off-site consumption. The resolution adopted by the Planning Commission recommended denial of the project based on these findings.

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.

Updated information related to CEQA

The Local Transportation Analysis provided to the Planning Commission included a traffic impact analysis, which identified substantial effects from the proposed project. While impacts were analyzed, the project was not subject to further study by the California Environmental Quality Act (CEQA) because no significant impact on Vehicle Miles Traveled (VMT) were found. The threshold for VMT impacts for a similar development is a project with at least 50,000 square feet of proposed commercial floor area. The basis for a project's traffic impacts is the anticipated trip generation. The analysis found that the project would generate a total of 2,743 daily trips with 195 AM peak hour trips and 231 PM peak hour trips. Of these 1,961 daily trips are Primary trips as opposed to Pass-By. Primary trips are those that are new to the street system as opposed to vehicles that are already circulating within the adjacent street network.

Based on the fact that the project screened out of CEQA with regard to VMT, the only other potential issues that warrant discussion are noise (initially discussed above) and air quality. In the CEQA checklist (Initial Study) prepared for the previous project (Annexation, Zone Change, and CUP), since expired (drive-through coffee shop), air quality was discussed in the context of a project generating 1,390 daily trips (an additional 621 excluding Pass-By trips). In the case of the recently-denied project, the additional Primary trips were three times as many and the project included a gas station. However, as mentioned above, the since-adopted VMT analysis requirement screens out this project. Therefore, with regard to other air quality analyses in the Initial Study, the findings were thus:

> *The City does not have any applicable air quality plan or standards that would apply in this case. Air quality is under the purview of the San Diego County Air Pollution Control District. The County of San Diego and National City are in attainment for all California Clean Air Act (CCAA) pollutants with the exception of ozone. Approval of this project will not conflict with or obstruct the implementation of the San Diego County Regional Air Quality Strategy (RAQS) to manage air quality in our region.*

It should be noted that a new gas station is required to obtain an operation permit from the San Diego County Air Pollution Control District (APCD), which will be subject to National Emission Standards for Hazardous Air Pollutants (NESHAP) and Air Toxic Control Measures (ATCM). This requirement was included as a recommended condition of approval of the project, violation of which would have constituted a violation of the CUP.

The Initial Study for the Annexation and Zone Change (and now-expired CUP) concluded that no mitigation was required and a Negative Declaration was adopted as Based on the totality of this analysis, staff was confident in using the Class 32 CEQA exemption (Section 15332):

> *CEQA Guideline Section 15332 identifies the Class 32 categorical exemption for projects characterized as in-fill development. This exemption is intended to promote infill development within urbanized areas. The class consists of environmentally benign in-fill projects which are consistent with local general plan and zoning requirements. This class is not intended to be applied to projects which would result in any significant traffic, noise, air quality, or water quality effects.*

As discussed in the original report and at the Council meeting of April 1, 2025, there may have been a benefit in having additional time to perform CEQA analysis, especially related to car wash noise emanation. Staff strives to provide effective project analysis, both related to CEQA and City policies/codes, and will continue to monitor project timelines to ensure adequate environmental and regulatory analysis.

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.

Updated information related to Ex Parte Communications

Ex parte Communications occur when, prior to considering a matter on a public meeting agenda, a member or members of the City Council receive information, oral or written or otherwise pertaining to that particular matter outside the public meeting. This would include meetings with project applicants and/or community members. It is common for elected officials to meet with their constituents to hear concerns regarding a potential project. These ex parte contacts are not legally prohibited. However, they are subject to certain guidelines in order to preserve the integrity of the decision-making process and to insure due process for all involved.

First, the meetings should be informational only and the elected official should not provide any indication of the decision they might make on the project, nor should they share their position on issues related to the project. This is to ensure that the decision-maker remains impartial and without bias.

Second, all ex parte communications must be disclosed at the time of the public hearing on the project. This is to ensure that any decision is made based on information that was available to all decision-makers.

In this case, the Mayor and his assistant did on occasion communicate with the applicant regarding concerns the applicant had regarding the process. These procedural questions were relayed to staff via the City Manager and ultimately addressed with the applicant. These ex parte communications would have had to be disclosed had there been a hearing on the Project before the City Council.

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: **Community Development**
Prepared by: **Dionisia Trejo, Administrative Secretary**
Meeting Date: **Tuesday, May 6, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Temporary Use Permit – Groupe's Summer Car Show Hosted by the Groupe Car Club at 2400-3000 Transportation Avenue on Saturday, July 19, 2025, from 10 a.m. to 4 p.m. with No Waiver of Fees.

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

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
This is a request from the Groupe Car Club to conduct the Groupe's Summer Showcase: Car Show at 2400-3000 Transportation Avenue on Saturday, July 19, 2025, from 10 a.m. to 4 p.m. Set up for this event will commence at 6 a.m. and dismantling by 5 p.m. This event will consist of custom vehicles & motorcycle displays, food vendors, live entertainment, and vendor booths. There will be a registration fee to participate in this event as a vendor or to have a vehicle displayed. This event is open to the public and free of charge. Applicant is requesting to close Transportation Avenue from the 2400 Block down to the 3000 block from 6 a.m. to 5 p.m. *NOTE: On April 16, 2024, the City Council approved a similar event, sponsored by San Diego Lowrider Association*.

FINANCIAL STATEMENT:
Fees to offset City costs total $6,579.03: (1) City processing fee of $312.00, (2) Fire permit for $211.00, (3) Police Department event staff for $4,072.80; and (4) $1,983.23 for Public Works.

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

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – TUP Application
Exhibit B – TUP Conditions of Approval

City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- [ ] Fair/Festival
- [ ] Parade/March
- [ ] Walk or Run
- [ ] Concert/Performance
- [x] TUP
- [ ] Sporting Event
- [x] Other (specify) Custom Car Show

Event Name & Location

Event Title: Groupe's Summer Showcase: Car Show

Event Location (list all sites being requested): 2400-3000 Transportation Ave, 91950

Event Times

Set-Up Starts
Date July 19, 2025 Time 0600AM Day of Week Saturday

Event Starts
Date July 19, 2025 Time 1000AM Day of Week Saturday

Event Ends
Date July 19, 2025 Time 1600pm Day of Week Saturday

Breakdown Ends
Date July 19, 2025 Time 1700pm Day of Week Saturday

RECEIVED
MAR 11 RECD
Neighborhood Services Department
City of National City

Applicant Information

Applicant (Your name) Brian K. BahrAlmeida Sponsoring Organization Groupe Car Club

Event Coordinator (if different from applicant) _____

Mailing Address 2704 Transportation Ave Suite E

Day Phone [redacted] After Hours Phone [redacted] Cell [redacted] Fax _____

Public Information Phone 619 855 5417 E-mail brian.groupesd@gmail.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [redacted] Date 3/11/25

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☑

Are admission, entry, vendor or participant fees required? Yes ☑ No ☐

If YES, please explain the purpose and provide amount (s):

Any vehicle to be displayed/ entering $35

Any Vendors informational, food or merchandise $50

$ 5500 **Estimated Gross Receipts including ticket, product and sponsorship sales from this event.**

$ 4500 **Estimated Expenses for this event.**

$ 1000 **What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?**

Description of Event

☑ First time event ☐ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Over 50 years National City has been known for cruising & exhibiting the hottest custom cars from all over San Diego county. In conjunction with National City founders by the Kimball Family back in July of 1868. Groupe Car Club plans to celebrate on July 19, 2025, by having a custom bike, car, and classic car show. We believe this would bring the esprit DE corps to the community. We thank the industrious people that have made National City home & what it is today. We will also thank local sponsors from the mile of cars and the surrounding area for what they have contributed to National City and its constituents. We will also raise awareness of vocational job training that is still much needed. Most importantly, continue the Art on wheels tradition that has been woven into custom car culture and beyond.

Estimated Attendance

Anticipated # of Participants: 200 Anticipated # of Spectators: in & out, roughly 300

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☑ **No** ☐

List any streets requiring closure as a result of the event (provide map): All of Transportation Ave. in National City, Ca. 91950 2400 block down to 3000 block

Date and time of street closure: 07/19/25 0600 Date and time of street reopening: 07 /19/25@1700

☐ Other (explain)_____

Requesting to post "no parking" notices? Yes ☑ **No** ☐

☑ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):
All of Transportation Ave between the Mile of Cars way down to 30th St. on Transportation Ave, 91950.

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Groupe Car Club feels that along side its volunteers, the National City Police Department can help us show professionalism and help with Crowd Control. We feel that 2 roving officers for 5 hours (10am-3pm) will help us tremendously.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ **No** ☑ If YES, name and address of Security Organization _____

Security Director (Name):_____Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? **Yes** ☐ **No** ☑ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? **Yes** ☐ **No** ☑ First aid/CPR certified? **Yes** ☑ **No** ☐

☑ First aid station to be staffed by professional company. ► Company Coastal Medix 619-922-5414

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Event will be held out in the open for individuals with disabilities. We always cater to those in need if they need a helping hand. Other wise, those with disabilities will be guided to reserved parking in towards the middle of the event. That area will be identified on our map.

Elements of your Event

Setting up a stage? Yes ☐ **No** ☑

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ►_____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

☐ No canopies/tents being set up

Setting up tables and chairs?

☑ Furnished by Applicant or Contractor

5 # of tables ☐ No tables being set up

20 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name Applicant

Contractor Contact Information Applicant
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☑ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☑ **No** ☐

☑ PA System for announcements ☑ CD player or DJ music

☑ Live Music ▶ ☑ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☑ Other (explain) If we get enough sponsors a live band for 4 hours.

If using live music or a DJ. ▶ Contractor Name Rock the world entertainment / Willington Wong

▶ 80 Connoley Circle Chula Vista CA 9191 6199552007
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ **No** ☑

☐ Bringing in own lighting equipment

☐ Using professional lighting company ► Company Name N/A

Address City/State Phone Number

Using electrical power? Yes ☑ **No** ☐

☐ Using Kimball Park Bowl Lighting (from_____to____)

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☑ Bringing in generator(s) ☑ For sound and/or lighting ☑ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold of given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☑ **No** ☐

☑ Vendors preparing food on-site ► #4-6 ► Business License #Provided after approval

If yes, please describe how food will be served and/or prepared: Food will be sold & distributed via Food Truck(s).

If you intend to cook food in the event area please specify the method:
☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): N/A

☑ Vendors bringing pre-packaged food ► #2-4 ► Business License #Provided after approval

☑ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► #4-6

☑ Vendors selling food #4-6 ► Business License #(s) Provided after approval

☑ Vendors selling merchandise #6-8 ► Business License #(s) Provided after approval

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services #_____ ► Business License #(s) _____

► Explain services _____

☑ Vendors passing out information only (no business license needed) #6-8

► Explain type(s) of information Vocational Schools, Military Recruitment and educational

☐ No selling or informational vendors at event

Having children activities? Yes ☐ **No** ☑

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Carnival Rides _____ ☐ Other _____

Having fireworks or aerial display? Yes ☐ **No** ☑

☐ Vendor name and license # _____

Dimensions_____Duration_____

Number of shells_____Max. size_____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least $2 Million dollars per occurrence/ $4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is $602.00

Arranging for media coverage? Yes ☐ **No** ☑

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? **Yes** ☐ **No** ☑

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage #_____ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

☐ Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? **Yes** ☑ **No** ☐

If yes, please identify the following:

▶ Total number of portable toilets: 6

▶ Total number of ADA accessible portable toilets: 1

☑ Contracting with portable toilet vendor. ▶ Diamond Portable Toilets (888) 744-7191
Company Phone

▶ Load-in Day & Time Day of event ▶ Load-out Day & Time The following Monday

☐ Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ▶ # of set-up day(s) _____

☑ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☑ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☑ N/A

Breaking down set-up the day after the event?

☐ Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____

☑ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☑ Using volunteer clean-up crew during and after event.

☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

Event is Free and open to the public. Move in and set up starts at 0600.

Vendors pay a set up at the same time. Vehicles get judged and winners announced by 1600.

Please make a copy of this application for your records.
We do not provide copies.

Special Events
Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: Summer Rumble: Car Show

Event Address: 2400-3000 Transportation Ave. NC CA. Expected # of Attendees: 350

Event Host/Coordinator: BRIAN BAHR-ALMEIDA Phone Number: [redacted]

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: 20			
Will enough recycling bins provided for the event? Provide number of recycle bins: 20			
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			
Do all storm drains have screens to temporarily protect trash and debris from entering?			
Are spill cleanup kits readily available at designated spots?			

*** A Post-Event Storm Water Compliance Checklist will be completed by City Staff.**

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of $1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: San Diego Association of Car Clubs

Person in Charge of Activity: Brian K. BahrAlmeida

Address: 2704 Transportation Ave. National City Ca. 91950

Telephone: [redacted] Date(s) of Use: 07/19/25

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: [redacted]

Official Title: Event coordinator Date: 3/11/25

For Office Use Only

Certificate of Insurance Approved _____ Date _____

City of National City
BUSINESS TAX CERTIFICATE

"For Services Provided in National City, California Only"

2025

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

Business Name	SOCAL TRANSPORT & LOGISTICS INC.
Business Location	2704 TRANSPORTATION AVE STE E NATIONAL CITY, CA 91950-8785
Business Owner(s)	SOCAL TRANSPORT & LOGISTICS INC.
Business Type	Other
Account Number	09052835
Effective Date	January 01, 2025
Expiration Date	December 31, 2025

SOCAL TRANSPORT & LOGISTICS INC.
2704 TRANSPORTATION AVE STE E
NATIONAL CITY, CA 91950-8785

[redacted]
City Manager

NOTE: IT IS YOUR OBLIGATION TO RENEW THIS CERTIFICATE WHETHER OR NOT YOU RECEIVE A RENEWAL NOTICE

For all inquiries regarding this certificate, contact HdL Business Tax Support Center at (619) 382-2596.

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

SOCAL TRANSPORT & LOGISTICS INC.

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of National City
BUSINESS TAX CERTIFICATE

SOCAL TRANSPORT & LOGISTICS INC.
2704 TRANSPORTATION AVE STE E
NATIONAL CITY, CA 91950-8785

Account Number: **09052835**

Date of Issue: **01/01/2025**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2025

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 HARDING INSURANCE AGENCY, INC. PO BOX 131360 Carlsbad, CA 92013-1360 License #: 0F09658	CONTACT NAME: Carmelita Mata PHONE (A/C, No, Ext): (760)603-1100 FAX (A/C, No): (760)603-1102 E-MAIL ADDRESS: csr@hardinginsuranceonline.com
INSURED SAN DIEGO ASSOCIATION OF CAR CLUBS PO BOX 601384 San Diego, CA 92160	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United States Liability Insurance Co. — 25895 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 00006488-1694761 **REVISION NUMBER:** 46

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 [ ] LOC [ ] OTHER:	Y		NBP1563718C	04/20/2025	04/20/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		NBP1563718C	04/20/2025	04/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $ 0	Y		XL1626501C	04/20/2025	04/20/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	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)

Groupe S.D.
Type of Event: Car Show and Cruise
Event Dates: 07/19/25
Location of Event: 2400 Transportation Ave (Down 4 blocks to), 3000 Transportation Ave, National City, California 91950, United States

(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER	CANCELLATION
City of National City Risk Management Department 1243 National City National City, CA 91950	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] (CMM)

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AGENCY CUSTOMER ID: 00006488

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
HARDING INSURANCE AGENCY, INC.	SAN DIEGO ASSOCIATION OF CAR CLUBS
POLICY NUMBER: NBP1563718C	
CARRIER: United States Liability Insurance Co. / NAIC CODE: 25895	EFFECTIVE DATE: 04/20/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)

THE CITY OF NATIONAL CITY, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS is listed as additional insured as it pertains to the written contract.

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Printed by CMM on March 11, 2025 at 12:53PM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 04/20/2025
THE CITY OF NATIONAL CITY, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS
1243 NATIONAL CITY BLVD.
NATIONAL CITY, CA 91950

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **C. Who is An Insured** in **Section II - Liability:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 3/11/2025

ESL ID: 5323551069

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 3085422

Entity Name: SOCAL TRANSPORT & LOGISTICS, INC.

- [x] 1. The entity is in good standing with the Franchise Tax Board.
- [ ] 2. The entity is **not** in good standing with the Franchise Tax Board.
- [ ] 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- [ ] 4. We do not have current information about the entity.
- [ ] 5. The entity was administratively dissolved/cancelled on through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California
Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)

Groupe's Summer Showcase : Car Show

XXX = Blocked off

● = Food Truck

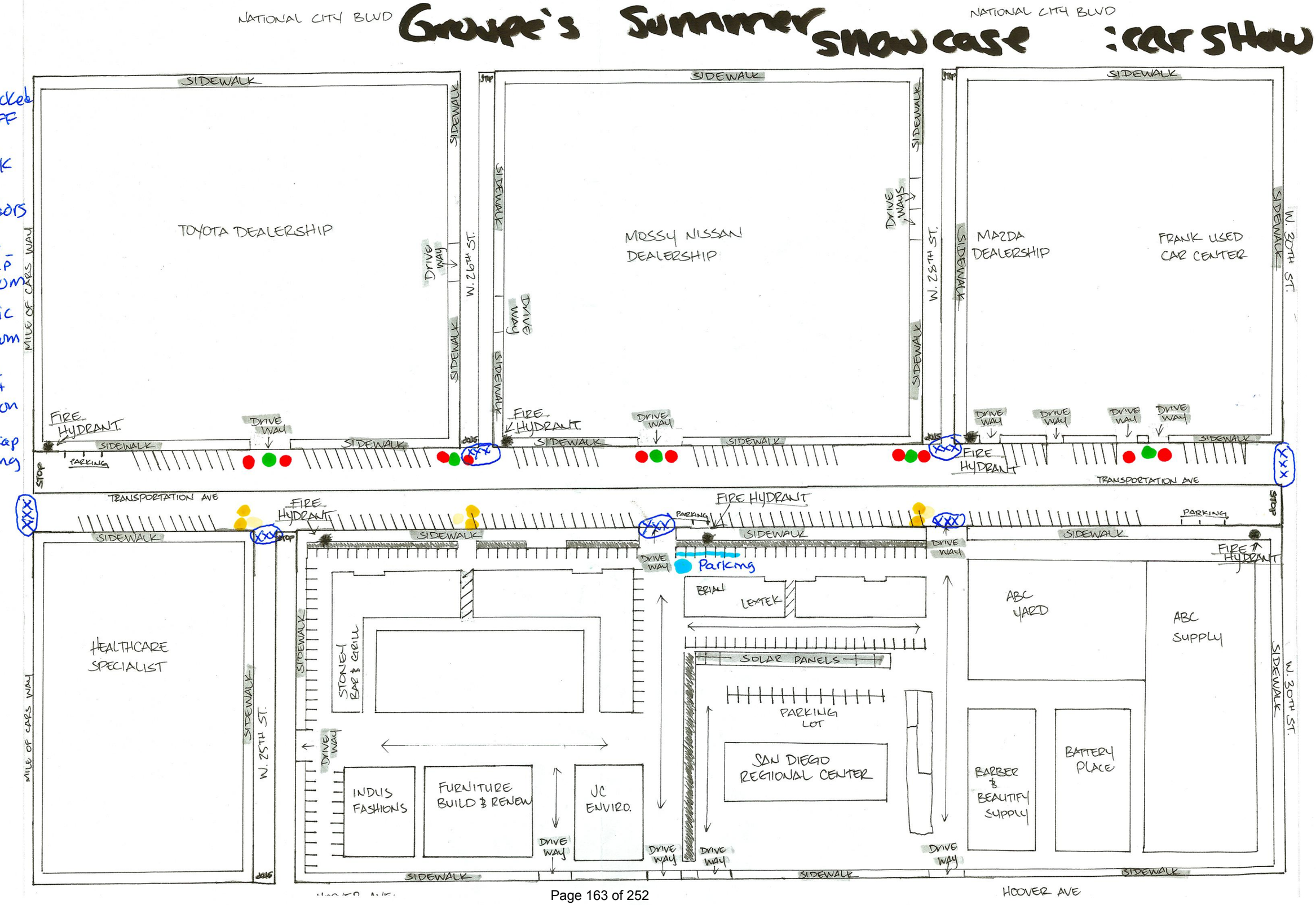
● = Vendors

● = Handi-cap Restrooms

● = Classic Restroom

● = Hand wash station

— = Handicap Parking



CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: Groupe Car Club
EVENT: Groupe's Summer Showcase: Car Show
DATE OF EVENT: 07/19/2025

APPROVALS:			
COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [x]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [x]
ENGINEERING	YES [x]	NO [ ]	SEE CONDITIONS [ ]
COMMUNITY DEVELOPMENT	YES [x]	NO [ ]	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370
Risk Management has reviewed the above-captioned request for issuing a Temporary Use Permit. To satisfy the City's insurance requirements, it will be necessary for the Event Medical Provider (Coastal Medix) to provide the following:

- A valid copy of the Certificate of Liability Insurance from the Coastal Medix.
- The insurance policy has a combined single limit of no less than $1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and $2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- Coastal Medix must each provide a separate additional insured endorsement wherein it notes the additional insured as "The City of National City, its officials, agents, employees, and volunteers."
- The insurance company issuing the policy has an A.M. Best's Guide Rating of A (VII) and is a California-admitted company.
- The Certificate Holder must reflect:
  City of National City
  c/o Risk Manager
  1243 National City Boulevard
  National City, CA. 91950-4397

It should be noted that the applicant properly executed the Indemnification and Hold Harmless Agreement when submitting the Special Event Application.

PUBLIC WORKS (619)366-4580

Streets Division

- 70 A frame/no parking signs: $104.30
- 5 Road Closed signs/ A frames: $7.45
- 28 barricades: $1.04 To closed Streets/parking lots: = $29.12
- 1 Truck (8 Hrs.) to set up No parking signs/Closed streets/pick up traffic Control: $182.08
- 2 Man 2hrs reg. time to post: $301.88
- 2 Man Crew to set up/pick up traffic control (6 Hrs. OT): $1358.4

TOTAL: $ 1,983.23

Facilities Division

No comments received

Parks Division

No involvement

POLICE DEPARTMENT

Applicant must notify Stoney's Bar and Grill to ensure that their patrons, during the time of the event, do not leave the establishment with alcoholic beverages onto the event, and their bar tenders be cautious of overserving patrons.

Four (4) Police Officers and one Supervisor, to be at the location from 0930-1630. The officers will start at 0900 and end their shift at 1700 (8 hours each) that includes donning and doffing, equipment/patrol vehicle prep, loading and unloading as well as drive time to and from the police department.

Total hours worked: 40
Hourly Loaded OT Officers Rate: $96.94
Hourly Loaded OT Sergeant Rate: $121.34
Total: $4,072.80

ENGINEERING

No comments received

COMMUNITY SERVICES

No comments received

FINANCE

No comments received

COMMUNITY DEVELOPMENT

Planning

1. All activities shall comply with the limitations in Table III of NCMC Title 12 (Noise).

2. Speakers shall face away from residential properties.

Building

1. No new electrical, mechanical, or plumbing work is permitted for this event. If there is new work being proposed, please contact the Building Department to obtain proper permits.

2. The proposed generators must be located a minimum of 5 feet from any building or enclosure (i.e. tents) to allow for proper ventilation. Any power cords running from the generators or any electrical outlets must be properly secured and covered to avoid trip hazards.

3. It is the owner/operator's responsibility to adhere to accessibility requirements.

4. It is the owner/operator's responsibility to obtain all necessary approvals from the other City/County agencies.

Samuel Marrinan, CBO
Building Official
smarrinan@nationalcityca.gov
619-336-4351

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

FIRE (619) 336-4550

INSPECTION REQUIRED

Fire Department permit fees are as follows: After-hours inspection, $211.00. Fees can only be waived by the City Council. Meeting requested with the organizers.

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1) Access to the street must be maintained at all times for all entrances, including Fire Department connections for fire sprinkler systems, Hydrants, and standpipes.

2) Fire Department access into and through Transportation Ave to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.

3) Fire Hydrants shall not be blocked or obstructed.

4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).

5) Vehicles in the roadway are to move immediately to the right upon the approach of emergency vehicle(s).

6) Provide a 2A:10BC fire extinguisher at the stage if being used. Extinguisher to be mounted in a visible location between 3½‘ to 5’ from the floor to the top of the extinguisher. The maximum travel distance from an extinguisher shall not be more than 75 feet.

7) All cooking booths or areas to have one 2A:10BC. If grease or oil is used In cooking, a 40BC or Class K fire extinguisher will be required.

8) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.

9) Any electrical power used is to be adequately grounded and approved. Extension cords shall be used as “Temporary Wiring” only.

10) A fire safety inspection is to be conducted by the Fire Department before operations of the event to include all cooking areas etc.

11) If tents or canopies are used, tents having an area over 200 square feet and or canopies over 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet “State Fire Marshal approval for cooking.** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	$0
401 – 500 sf -	$391.00
501 – 600 sf -	$436.00
601 – 700 sf -	$571.00

Tents:

0 –200 sf - $391.00
201 – (+) sf -$751.00

12) Internal combustion power sources (Generators/Transformers) shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20** feet away from the tent and shall be provided with a fire extinguisher rated at minimum of 2A10 B-C.

13) Internal combustion power sources that may be used shall be of adequate capacity to permit uninterrupted operation during normal operating hours.

14) Automobiles, Food Trucks and other internal combustion engines shall be a minimum distance of twenty feet (20) from tents and canopies.

15) A traffic control plan might be required by the Engineering Department.

16) No details of how the street areas will be blocked off. Will need information on devices.

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, May 6, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Warrant Register No. 36 for the Period of 2/28/25 through 3/06/25 in the Amount of $2,209,217.01

RECOMMENDATION:
Ratify Warrants Totaling $2,209,217.01

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 2/28/25 – 3/06/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Wright Construction	373662	311,749.42	CIP 19-11 Paradise Creek Water Quality

FINANCIAL STATEMENT:
Warrant Register Total $2,209,217.01

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 – FY25 Warrant Register No. 36

Warrant Register #36
2/28/2025 to 3/6/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A/P PAYMENTS				
Building				
STAPLES BUSINESS ADV	MOP 45704 BUILDING OFFICE SUPPLIES	373648	3/6/2025	111.88
STAPLES BUSINESS ADV	MOP 45704 BUILDING OFFICE SUPPLIES	373649	3/6/2025	97.45
			Total for Building	**209.33**
City Atty				
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 619 OLIVE AVE MATTER	373604	3/6/2025	59.00
CIVICA LAW GROUP APC	LEGAL SERVICES FOR GENERAL CODE ENFORCEM	373604	3/6/2025	472.00
CIVICA LAW GROUP APC	LEGAL SERVICES FOR STARDUST INN	373604	3/6/2025	1,003.00
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 220 14TH STREET MATTER	373604	3/6/2025	3,747.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR STUDIO 6	373604	3/6/2025	9,366.44
FOZI DWORK & MODAFFE	LEGAL SERVICES ARREAGA MATTER	373615	3/6/2025	330.00
FOZI DWORK & MODAFFE	LEGAL SERVICES FOR SDUSD MATTER	373615	3/6/2025	1,375.00
			Total for City Atty	**16,352.94**
City Mgr				
HELMER, JOHN W	PHASE I OF CITY'S LOCAL COASTAL PLAN AMENDM	373618	3/6/2025	525.00
KOSMONT & ASSOCIATES	REAL ESTATE ADVISORY SERVICES	373623	3/6/2025	718.90
NATIONAL CITY CHAMBE	ECONOMIC DEVELOPMENT ACTIVITIES- JULY 2024	373630	3/6/2025	3,200.00
SPARKLETTS	WATER FOR FINANCE DEPARTMENT	373647	3/6/2025	194.79
STAPLES BUSINESS ADV	MOP#45704 - CULTURE CLUB EMP XMAS SUPPLIES	373648	3/6/2025	150.37
TERRA REALTY ADVISOR	REAL ESTATE ADVISORY CONSULTING SERVICES	373654	3/6/2025	1,367.50
			Total for City Mgr	**6,156.56**
Clerk				
INTEGRITY NEWSPAPERS	PUBLIC NOTICE - STAR NEWS	373621	3/6/2025	146.06
STAPLES BUSINESS ADV	OFFICE SUPPLIES	373648	3/6/2025	74.53
STAPLES BUSINESS ADV	OFFICE SUPPLIES	373648	3/6/2025	70.13
STAPLES BUSINESS ADV	OFFICE SUPPLIES	373648	3/6/2025	495.05
			Total for Clerk	**785.77**
Comm Svcs				
AMAZON CAPITAL SERVI	CLEAR ACRYLIC SHIELDS AND CORD COVER/CSD	373592	3/6/2025	158.10
LISA THOR	ERGO CHAIRS FOR EMPLOYEES ELYANA MIZAEL &	373625	3/6/2025	2,240.54
LISA THOR	ERGO CHAIRS FOR EMPLOYEES ELYANA MIZAEL &	373625	3/6/2025	135.94
PEIRCE, DENISSE	RFW-CONTRACT INST. MONTHLY YOGA CLASS DEI	373635	3/6/2025	290.50
SANCHEZ MAYO, LESTER	RFW-CONTRACT INSTRUCTOR BASKETBALL CAMA	373643	3/6/2025	2,450.00
SMART & FINAL	MOP 45756 CASA PROGRAMMING/CSD	373646	3/6/2025	303.43
STAPLES BUSINESS ADV	MOP 45704 CASA AND MLK OFFICE SUPPLIES/CSD	373648	3/6/2025	148.56
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	373648	3/6/2025	30.19
STAPLES BUSINESS ADV	MOP 45704 FAB PROGRAMMING SUPPLIES/CSD	373648	3/6/2025	84.27
STAPLES BUSINESS ADV	MOP 45704 FAB PROGRAMMING SUPPLIES/CSD	373648	3/6/2025	100.27
STAPLES BUSINESS ADV	MOP 45704 FAB PROGRAMMING SUPPLIES/CSD	373648	3/6/2025	374.23
STAPLES BUSINESS ADV	MOP 45704 CASA SUPPLIES/CSD	373648	3/6/2025	10.08
STAPLES BUSINESS ADV	MOP 45704 CASA SUPPLIES/CSD	373648	3/6/2025	85.89
SURVEY MONKEY INC	SURVEY MONKEY ANNUAL PLAN/CSD PRC#14484	373650	3/6/2025	1,080.00
T'S & SIGNS INC	MARKETING BANNER KIMBALL HOLIDAY 2023/CSD	373653	3/6/2025	43.50
T'S & SIGNS INC	T-SHIRTS FOR TEEN NIGHTS/CSD	373653	3/6/2025	706.88
T'S & SIGNS INC	MOVIES IN THE PARK BANNERS/CSD	373653	3/6/2025	208.80
			Total for Comm Svcs	**8,451.18**
Council				
ACE UNIFORMS & ACCES	CREDIT FOR CM YAMANE JACKET	373588	3/6/2025	(150.85)

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
STAPLES BUSINESS ADV	MOP 45704 - COUNCIL OFFICE SUPPLIES	373648	3/6/2025	45.24
STAPLES BUSINESS ADV	MOP 45704 - COUNCIL OFFICE SUPPLIES	373648	3/6/2025	45.24
STAPLES BUSINESS ADV	MOP 45704 - COUNCIL OFFICE SUPPLIES	373648	3/6/2025	45.24
STAPLES BUSINESS ADV	MOP 45704 - COUNCIL OFFICE SUPPLIES	373648	3/6/2025	45.24
STAPLES BUSINESS ADV	MOP 45704 - COUNCIL OFFICE SUPPLIES	373648	3/6/2025	45.25
STAPLES BUSINESS ADV	MOP# 45704 - WHITE BOARDS	373648	3/6/2025	400.72
			Total for Council	**476.08**
Eng/PW				
AIRGAS USA LLC	MOP 45714 PARK MATERIALS FY25-PW/PARKS	373589	3/6/2025	128.69
ANSER ADVISORY MANAG	NC WASTEWATER MANAGEMENT SUPPORT	373593	3/6/2025	8,970.00
BERT W. SALAS, INC.	CIP 24-11 3131 HOOVER AVE STORM DRAIN REPLA(	373598	3/6/2025	23,267.16
CHEN RYAN ASSOCIATES	ON-CALL PROJECT SUPPORT SERVICES~	373600	3/6/2025	490.00
D-MAX ENGINEERING IN	CIP 19-11 CONSTRUCTION INSPECTION SERVICES	373607	3/6/2025	434.72
D-MAX ENGINEERING IN	FOR T&A 90697: 1830 SWEETWATER RD.	373608	3/6/2025	1,068.62
D-MAX ENGINEERING IN	FOR T&A 90539 – KIMBALL HIGHLAND WEST- 1221 D	373608	3/6/2025	345.26
D-MAX ENGINEERING IN	FOR T&A 90634: IN-N-OUT BURGER- 1900 E PLAZA E	373608	3/6/2025	401.38
D-MAX ENGINEERING IN	FOR T&A 90562 – NC SAN YSIDRO HEALTH PACE CL	373608	3/6/2025	457.35
D-MAX ENGINEERING IN	FOR T&A 90538 – KIMBALL HIGHLAND EAST	373608	3/6/2025	855.90
D-MAX ENGINEERING IN	FOR T&A 90710- PACIFIC PLAZA RESIDENCES	373608	3/6/2025	62.86
D-MAX ENGINEERING IN	FOR T&A 90677- DUTCH BROS. COFFEE- 1638 E PLA	373608	3/6/2025	659.46
D-MAX ENGINEERING IN	FOR T&A 90697: 1830 SWEETWATER RD.	373608	3/6/2025	830.90
D-MAX ENGINEERING IN	FOR T&A 90717: INTEGRITY CHARTER SCHOOL	373608	3/6/2025	1,114.34
D-MAX ENGINEERING IN	FOR T&A 90538 – KIMBALL HIGHLAND EAST	373608	3/6/2025	697.44
D-MAX ENGINEERING IN	FOR T&A 90626- UNION TOWER APARTMENTS	373608	3/6/2025	178.76
D-MAX ENGINEERING IN	FOR T&A 90634: IN-N-OUT BURGER- 1900 E PLAZA E	373608	3/6/2025	209.67
D-MAX ENGINEERING IN	FOR T&A 90645- UNION TOWER APARTMENTS	373608	3/6/2025	294.81
D-MAX ENGINEERING IN	FOR T&A 90562 – NC SAN YSIDRO HEALTH PACE CL	373608	3/6/2025	484.91
D-MAX ENGINEERING IN	FOR T&A 90539 – KIMBALL HIGHLAND WEST- 1221 D	373608	3/6/2025	670.10
D-MAX ENGINEERING IN	FOR T&A 90645- GRADING - 1300 WILSON AVE	373608	3/6/2025	119.40
D-MAX ENGINEERING IN	FOR T&A 90562 – NC SAN YSIDRO HEALTH PACE CL	373608	3/6/2025	336.90
D-MAX ENGINEERING IN	FOR T&A 90634: IN-N-OUT BURGER- 1900 E PLAZA E	373608	3/6/2025	354.01
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	373609	3/6/2025	65.06
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	373609	3/6/2025	830.34
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	373609	3/6/2025	260.40
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	373609	3/6/2025	48.19
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	373609	3/6/2025	353.17
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	373609	3/6/2025	474.23
FERGUSON ENTERPRISES	MOP 45723 SEWER SUPPLIES FY25-PW/WW	373614	3/6/2025	32.43
GEOSYNTEC CONSULTANT	CNC GRATE REMOVAL SERVICES	373616	3/6/2025	12,250.00
GRAINGER	MOP 65179 AUTO SUPPLIES FY25-PW/EQM	373617	3/6/2025	105.29
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW,	373619	3/6/2025	206.23
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW,	373619	3/6/2025	283.86
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW,	373619	3/6/2025	221.54
HOME DEPOT CREDIT SE	SPLIT UNIT AIR CONDITIONER FY25-PW/FAC	373619	3/6/2025	2,161.95
INNOVATIVE CONSTRUCT	CIP 22-09 EASTSIDE I-805 GREENBELT	373620	3/6/2025	1,194.00
INNOVATIVE CONSTRUCT	CIP 22-09 EASTSIDE I-805 GREENBELT	373620	3/6/2025	1,779.00
KIMLEY HORN AND	CIP 19-25 CNC BIKE WAYFINDING	373622	3/6/2025	1,001.35
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	373626	3/6/2025	270.14
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	373626	3/6/2025	219.29

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
NERI LANDSCAPE ARCHI	NTP - LAS PALMAS PROJECT SCOPING	373631	3/6/2025	18,620.00
NV5 INC	CONTRACT SERVICES	373632	3/6/2025	169.95
NV5 INC	FOR T&A 90666- 2837 K AVE.	373632	3/6/2025	1,400.80
NV5 INC	FOR T&A 90690- 3410 VALLEY RD.- VALLEY VIEW GF	373632	3/6/2025	1,483.20
NV5 INC	FOR T&A 90710- PACIFIC PLAZA RESIDENCES	373632	3/6/2025	700.40
NV5 INC	FOR T&A 90536- 2525 SWEETWATER RD.	373632	3/6/2025	767.35
NV5 INC	FOR T&A 90689- 3410 VALLEY RD.- VALLEY VIEW FIN	373632	3/6/2025	1,071.20
NV5 INC	FOR T&A 90677- DUTCH BROS. COFFEE- 1638 E PLA	373632	3/6/2025	1,266.90
NV5 INC	FOR T&A 90690- 3410 VALLEY RD.- VALLEY VIEW GF	373632	3/6/2025	3,883.10
NV5 INC	FOR T&A 90720: 1313 BAY MARINA DR.	373632	3/6/2025	2,304.63
NV5 INC	CONTRACT SERVICES FOR AT&T PERMITS	373632	3/6/2025	86.26
NV5 INC	FOR T&A 90696- 21 W 7TH ST.	373632	3/6/2025	92.70
NV5 INC	FOR T&A 90536- 2525 SWEETWATER RD.	373632	3/6/2025	288.40
NV5 INC	CONTRACT SERVICES FOR 1610 NATIONAL CITY BL	373632	3/6/2025	423.84
NV5 INC	CONTRACT SERVICES FOR CROWN CASTLE PERM	373632	3/6/2025	455.25
NV5 INC	CONTRACT SERVICES FOR E 8TH ST.	373632	3/6/2025	530.44
NV5 INC	CONTRACT SERVICES FOR MEDIA 3 PERMITS 1133	373632	3/6/2025	549.50
NV5 INC	FOR T&A 90677- DUTCH BROS. COFFEE- 1638 E PLA	373632	3/6/2025	769.93
NV5 INC	CONTRACT SERVICES FOR 2312 F AVE.	373632	3/6/2025	10,908.84
NV5 INC	CONTRACT SERVICES FOR SWEETWATER PIPELIN	373632	3/6/2025	742.88
NV5 INC	FOR T&A 90719: 3442 E PLAZA BLVD. GRADING PLAI	373632	3/6/2025	2,832.50
NV5 INC	FOR T&A 90705: 2224 E 12TH ST. GRADING PLAN RE	373632	3/6/2025	3,888.26
NV5 INC	SDGE UTILITY PERMITS AT SWEETWATER RD.	373632	3/6/2025	986.21
PALM ENGINEERING CON	CIP 24-12 16TH AND M AVE STORM DRAIN REPLACE	373633	3/6/2025	1,187.50
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373634	3/6/2025	23.68
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373634	3/6/2025	50.35
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	373636	3/6/2025	242.23
PROJECT PROFESSIONAL	CIP 19-11 PARADISE CREEK WATER QUALITY PHII	373638	3/6/2025	9,195.55
PROJECT PROFESSIONAL	CIP 19-11 AMENDMENT 1 FOR PARADISE CREEK W	373638	3/6/2025	11,635.70
RANDALL LAMB ASSOCIA	CNC POLICE DEPT. STANDBY POWER CONVERSIO	373640	3/6/2025	87.50
RANDALL LAMB ASSOCIA	CNC POLICE DEPT. STANDBY POWER CONVERSIO	373640	3/6/2025	375.00
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FEB FY25-PW/S	373642	3/6/2025	47.35
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FEB FY25-PW/S	373642	3/6/2025	48.34
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FEB FY25-PW/S	373642	3/6/2025	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FEB FY25-PW/S	373642	3/6/2025	103.46
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	373644	3/6/2025	53.24
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	373645	3/6/2025	93.70
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SAFETY SUPPLIES FY25-PW	373645	3/6/2025	173.89
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS DEC-FEB FY25-PW/P/	373651	3/6/2025	33.38
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS DEC-FEB FY25-PW/P/	373651	3/6/2025	55.02
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS DEC-FEB FY25-PW/P/	373651	3/6/2025	55.02
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS DEC-FEB FY25-PW/P/	373651	3/6/2025	55.02
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS DEC-FEB FY25-PW/P/	373651	3/6/2025	108.24
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS DEC-FEB FY25-PW/P/	373651	3/6/2025	128.78
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS DEC-FEB FY25-PW/P/	373651	3/6/2025	130.35
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS DEC-FEB FY25-PW/P/	373651	3/6/2025	293.20
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS DEC-FEB FY25-PW/P/	373651	3/6/2025	457.55
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS DEC-FEB FY25-PW/P/	373651	3/6/2025	1,224.52
VISTA PAINT	MOP 68834 TRAFFIC PAINT SUPPLIES FY25-PW/STS	373659	3/6/2025	174.18

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
VULCAN MATERIALS COM	ROADWAY MATERIALS FY25-PW/STREETS	373660	3/6/2025	1,428.34
WRIGHT CONSTRUCTION,	CIP 19-11 PARADISE CREEK WATER QUALITY	373662	3/6/2025	311,749.42
WSP USA INC	FOR T&A 90704: E 19TH ST. & HARRISON AVE.	373663	3/6/2025	10,121.07
WSP USA INC	FOR T&A 90704: E 19TH ST. & HARRISON AVE.	373663	3/6/2025	10,530.51
WSP USA INC	FOR T&A 90704: E 19TH ST. & HARRISON AVE.	373663	3/6/2025	1,184.24
			Total for Eng/PW	**479,469.43**
Finance				
CORNEJO, JAVIER	RETIREE HEALTH BENEFITS - MARCH 2025	373577	3/3/2025	400.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - MARCH 2025	373578	3/3/2025	250.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - MARCH 2025	373579	3/3/2025	460.00
FLORES, RICHARD M	RETIREE HEALTH BENEFITS - MARCH 2025	373580	3/3/2025	600.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - MARCH 2025	373581	3/3/2025	780.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - MARCH 2025	373582	3/3/2025	100.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - MARCH 2025	373583	3/3/2025	280.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - MARCH 2025	373584	3/3/2025	460.00
PIERSON, DARREN P	RETIREE HEALTH BENEFITS - MARCH 2025	373585	3/3/2025	460.00
ROARK, LANNY	RETIREE HEALTH BENEFITS - MARCH 2025	373586	3/3/2025	135.00
YBARRA, ANTONIO	RETIREE HEALTH BENEFITS - MARCH 2025	373587	3/3/2025	540.00
CITY OF ENCINITAS	RSWA PAYMENT FOR HHW EDUCATIONAL FY 24/25	373601	3/6/2025	7,000.00
CITY OF ENCINITAS	RSWA ENV ENHANCEMENT FUND DISTRIBUTION F	373602	3/6/2025	30,929.09
CITY OF ENCINITAS	RSWA - SB1383 COMPLIANCE ASSISTANCE FY24/25	373603	3/6/2025	10,878.66
DAVID TAUSSIG AND AS	DIF STUDY	373611	3/6/2025	4,437.50
STAPLES BUSINESS ADV	OFFICE CHAIR / FINANCE DEPT / MOP #45704	373648	3/6/2025	193.60
STAPLES BUSINESS ADV	MOP #45704/ CALCULATOR/ FINANCE DEPT	373648	3/6/2025	4.34
			Total for Finance	**57,908.19**
Fire				
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373588	3/6/2025	165.13
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373588	3/6/2025	330.25
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373588	3/6/2025	341.85
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373588	3/6/2025	392.37
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373588	3/6/2025	214.12
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373588	3/6/2025	377.07
AT & T INC	MONTHLY PHONE SVCS TO RECV DISPATCH EMER	373594	3/6/2025	(23.90)
AT & T INC	MONTHLY PHONE SVCS TO RECV DISPATCH EMER	373594	3/6/2025	435.07
BARGAS RICHARD J	RECERTIFICATION OF PARAMEDIC LIC- R. BARGAS	373597	3/6/2025	250.00
BLACK, NICHOLAS J	RECERTIFICATION OF PARAMEDIC LIC- N.BLACK	373599	3/6/2025	250.00
NAPA AUTO PARTS	MOP#45735, TIRE GAUGE AND INFLATOR FOR STAT	373629	3/6/2025	88.84
PRO BUILD COMPANY	MOP#45707, GILMOUR WATER NOZZLE & GARDEN I	373637	3/6/2025	80.45
PRO BUILD COMPANY	MOP#45707, ROLATAPE, DUCT TAPE, ARROW STAF	373637	3/6/2025	456.93
PRO BUILD COMPANY	MOP#45707, TEFLON TAPE AND BAGGED O-RING	373637	3/6/2025	8.09
PRO BUILD COMPANY	MOP#45707, EMPIRE 9" MAGNET TORPEDO LEVEL	373637	3/6/2025	41.07
PRO BUILD COMPANY	MOP# 45707, PROPANE EXCHANGE LIKE FOR LIKE	373637	3/6/2025	52.18
PRO BUILD COMPANY	MOP#45707, PLYWOOD, HARDBOARD, LUMBER, PO	373637	3/6/2025	285.75
PRUDENTIAL OVERALL S	MOP#45742, 18X18 PURPLE SHOP TOWEL	373639	3/6/2025	25.00
STAPLES BUSINESS ADV	MOP#45704, OFFICE SUPPLIES, DAWN ORIGINAL BL	373648	3/6/2025	150.98
STAPLES BUSINESS ADV	MOP#45704, HALF DOME MIRROR 18 INC	373648	3/6/2025	55.45
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES-JANUARY 2025	373655	3/6/2025	220.00
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FOR FIRE STATIONS	373661	3/6/2025	1,780.89
			Total for Fire	**5,977.59**

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Housing				
COUNTY OF SAN DIEGO	POSTAGE BILLING OCT-2024 SEC 8 DEPARTMENT	373605	3/6/2025	607.52
COUNTY OF SAN DIEGO	POSTAGE BILLING SEP2024 FOR SEC 8 DEPARTME	373605	3/6/2025	629.40
COUNTY OF SAN DIEGO	POSTAGE BILLING NOV-2024 FOR SEC 8 DEPARTMI	373605	3/6/2025	565.22
STAPLES BUSINESS ADV	OFFICE SUPPLIES/HOUSING MOP 45704	373648	3/6/2025	36.86
STAPLES BUSINESS ADV	OFFICE SUPPLIES/ HOUSING MOP45704	373648	3/6/2025	59.00
STAPLES BUSINESS ADV	OFFICE SUPPLIES/HOUSING MOP 45704	373648	3/6/2025	39.57
			Total for Housing	**1,937.57**
HR				
FEDEX	POLICE RECRUITS POST PELLET B TESTING	373613	3/6/2025	158.38
LIEBERT CASSIDY WHI	GEN LEGAL SERVICES REGARDING GENERAL MAT	373624	3/6/2025	445.50
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HR	373648	3/6/2025	50.93
			Total for HR	**654.81**
IT				
RED DAWN INTERMEDIAT	NIMBLE MAINTENANCE RENEWAL	373641	3/6/2025	6,876.00
			Total for IT	**6,876.00**
Library				
BAKER & TAYLOR	BAKER AND TAYLOR- WELL TRAINED WIFE	373595	3/6/2025	19.95
BAKER & TAYLOR	BAKER AND TAYLOR- HARU 2 SUMMER, BIG NATE	373595	3/6/2025	25.45
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	373595	3/6/2025	30.48
BAKER & TAYLOR	BAKER AND TAYLOR- NEW PUPPY, THEY ALL COME	373595	3/6/2025	31.53
BAKER & TAYLOR	BAKER AND TAYLOR, 2 BOOKS	373595	3/6/2025	34.84
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373595	3/6/2025	36.32
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373595	3/6/2025	56.17
BAKER & TAYLOR	BAKER AND TAYLOR- ATI TEAS SECRETES, GRE PF	373595	3/6/2025	68.72
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	373595	3/6/2025	87.16
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373595	3/6/2025	88.66
BAKER & TAYLOR	BAKER AND TAYLOR- 8 BOOKS	373595	3/6/2025	92.63
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373595	3/6/2025	121.55
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373595	3/6/2025	32.33
BAKER & TAYLOR	BAKER AND TAYLOR- PASS THE BALL MO, FLUBBY	373595	3/6/2025	19.52
BAKER & TAYLOR	BAKER AND TAYLOR- CAN'T LIVE WITHOUT YOU, BI	373595	3/6/2025	19.93
BAKER & TAYLOR	BAKER AND TAYLOR- LA CARTA DEL ABUELO	373595	3/6/2025	23.70
BAKER & TAYLOR	BAKER AND TAYLOR- 2 SPANISH BOOKS	373595	3/6/2025	28.33
BAKER & TAYLOR	BAKER AND TAYLOR- 2 SPANISH BOOKS	373595	3/6/2025	29.17
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373595	3/6/2025	30.99
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	373595	3/6/2025	49.40
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	373595	3/6/2025	55.23
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	373595	3/6/2025	57.75
BAKER & TAYLOR	BAKER AND TAYLOR- 8 BOOKS	373595	3/6/2025	113.14
BAKER & TAYLOR	BAKER AND TAYLOR- 9 BOOKS	373595	3/6/2025	139.53
BAKER & TAYLOR	BAKER AND TAYLOR- PONY CONFIDENTIAL	373595	3/6/2025	18.68
BAKER & TAYLOR	BAKER AND TAYLOR- REAGAN HIS LIFE AND LEGEN	373595	3/6/2025	29.50
BAKER & TAYLOR	BAKER AND TAYLOR- COUNTING MIRACLES, PROJE	373595	3/6/2025	45.94
BAKER & TAYLOR	BAKER AND TAYLOR- 5 BOOKS	373595	3/6/2025	51.91
BAKER & TAYLOR	BAKER AND TAYLOR- 7 BOOKS	373595	3/6/2025	80.85
BAKER & TAYLOR	BAKER AND TAYLOR- 5 BOOKS	373595	3/6/2025	140.71
BAKER & TAYLOR	BAKER AND TAYLOR- MINECRAFT ANNUAL 2025	373596	3/6/2025	9.54
BAKER & TAYLOR	BAKER AND TAYLOR- JUJUTSU KAISEN 5	373596	3/6/2025	10.17

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
BAKER & TAYLOR	BAKER AND TAYLOR- VAMOS A CELEBRAR	373596	3/6/2025	12.14
BAKER & TAYLOR	BAKER AND TAYLOR- MANUEL DEL SUENO	373596	3/6/2025	13.43
BAKER & TAYLOR	BAKER AND TAYLOR- LANTERN OF LOST MEMORIE	373596	3/6/2025	14.86
BAKER & TAYLOR	BAKER AND TAYLOR- PURR-FECT FAMILY VISIT	373596	3/6/2025	18.64
BAKER & TAYLOR	BAKER AND TAYLOR- PETE THE SCAREDY CAT	373596	3/6/2025	13.98
BAKER & TAYLOR	BAKER AND TAYLOR- AL BEBE LE ENCANTA LA ING	373596	3/6/2025	5.91
BAKER & TAYLOR	BAKER AND TAYLOR- CUENTA CON DR. SUESS	373596	3/6/2025	8.77
BAKER & TAYLOR	BAKER AND TAYLOR- CUENTOS DE NOCHE	373596	3/6/2025	11.45
BAKER & TAYLOR	BAKER AND TAYLOR-EL REGALO DE ABUELITA	373596	3/6/2025	12.95
BAKER & TAYLOR	BAKER AND TAYLOR- BLOOD ON THE TRACKS 17	373596	3/6/2025	10.76
			Total for Library	**1,802.67**
Neigh Svcs				
ACE UNIFORMS & ACCES	ACE UNIFORM / BELT URQUIDEZ	373588	3/6/2025	53.88
AMAZON CAPITAL SERVI	SAFETY VEST GRAFFITI TECH /AMAZON	373592	3/6/2025	40.22
DATA TICKET INC	ELECTRONIC PERMIT CITATION SYSTEM&PARKING	373610	3/6/2025	2,241.00
MOATS, LENA	MILEAGE REIMBURSEMENT	373628	3/6/2025	87.77
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	373637	3/6/2025	413.03
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	373637	3/6/2025	246.85
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	373639	3/6/2025	40.39
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	373639	3/6/2025	59.16
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	373639	3/6/2025	207.91
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICE	373639	3/6/2025	225.00
STAPLES BUSINESS ADV	MOP45704 OFFICE SUPPLIES	373648	3/6/2025	21.70
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	373648	3/6/2025	48.03
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	373648	3/6/2025	217.12
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	373657	3/6/2025	200.10
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	373657	3/6/2025	409.99
			Total for Neigh Svcs	**4,512.15**
Nutrition				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373590	3/6/2025	184.84
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373590	3/6/2025	2,911.50
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373590	3/6/2025	1,344.79
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373591	3/6/2025	1,212.10
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	373606	3/6/2025	67.17
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	373639	3/6/2025	152.65
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	373639	3/6/2025	619.88
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUT. CTR	373648	3/6/2025	181.33
STAPLES BUSINESS ADV	CREDIT	373648	3/6/2025	(181.33)
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUTRITION	373648	3/6/2025	64.30
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373652	3/6/2025	4,499.38
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373652	3/6/2025	444.72
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373652	3/6/2025	3,398.21
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373652	3/6/2025	245.53
SYSCO SAN DIEGO INC	JANUARY 2025 LEASE	373652	3/6/2025	259.86
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373652	3/6/2025	507.40
THE LLOYD PEST CONTR	PEST CONTROL FOR FEBRUARY 2025	373656	3/6/2025	162.00
			Total for Nutrition	**16,074.33**
Police				
ACE UNIFORMS & ACCES	CREDIT MEMO / UNIFORM AND ACCESSORIES FOR	373588	3/6/2025	(120.68)

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
DEPARTMENT OF JUSTIC	FINGERPRINTS / PD	373612	3/6/2025	320.00
DEPARTMENT OF JUSTIC	FINGERPRINT APPS	373612	3/6/2025	160.00
DEPARTMENT OF JUSTIC	FINGERPRINTS / CHILD ABUSE INDEX CK / PEACE C	373612	3/6/2025	326.00
MED-TECH RESOURCE	POLICE SPIKE STRIPS FOR PATROL	373627	3/6/2025	7,304.19
STAPLES BUSINESS ADV	LINER REPRO 38X38 AND VIEW BINDER	373648	3/6/2025	110.64
TURNER, KIMBERLY D.	TUITION: ACTIVE SHOOTER SITUATIONS TRAINING	373658	3/6/2025	149.00
			Total for Police	**8,249.15**
			A/P PAYMENTS Total	**615,893.75**

EFT PAYMENTS

Finance

BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - MARCH 2025	1000075	3/3/2025	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - MARCH 2025	1000076	3/3/2025	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - MARCH 2025	1000077	3/3/2025	640.00
BISHOP, RANDY	RETIREE HEALTH BENEFITS - MARCH 2025	1000078	3/3/2025	110.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - MARCH 2025	1000079	3/3/2025	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - MARCH 2025	1000080	3/3/2025	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - MARCH 2025	1000081	3/3/2025	400.00
CANEDO, RAMON	RETIREE HEALTH BENEFITS - MARCH 2025	1000082	3/3/2025	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - MARCH 2025	1000083	3/3/2025	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - MARCH 2025	1000084	3/3/2025	400.00
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - MARCH 2025	1000085	3/3/2025	460.00
COLE, LYNN	RETIREE HEALTH BENEFITS - MARCH 2025	1000086	3/3/2025	165.00
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - MARCH 2025	1000087	3/3/2025	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - MARCH 2025	1000088	3/3/2025	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - MARCH 2025	1000089	3/3/2025	520.00
COVARRUBIAS, ARACELI	RETIREE HEALTH BENEFITS - MARCH 2025	1000090	3/3/2025	520.00
DALLA, MICHAEL	RETIREE HEALTH BENEFITS - MARCH 2025	1000091	3/3/2025	900.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - MARCH 2025	1000092	3/3/2025	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - MARCH 2025	1000093	3/3/2025	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - MARCH 2025	1000094	3/3/2025	680.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - MARCH 2025	1000095	3/3/2025	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - MARCH 2025	1000096	3/3/2025	280.00
EISER III, GEORGE	RETIREE HEALTH BENEFITS - MARCH 2025	1000097	3/3/2025	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - MARCH 2025	1000098	3/3/2025	620.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - MARCH 2025	1000099	3/3/2025	220.00
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - MARCH 2025	1000100	3/3/2025	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - MARCH 2025	1000101	3/3/2025	540.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - MARCH 2025	1000102	3/3/2025	700.00
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - MARCH 2025	1000103	3/3/2025	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - MARCH 2025	1000104	3/3/2025	680.00
GONZALEZ, WILLIAM	RETIREE HEALTH BENEFITS - MARCH 2025	1000105	3/3/2025	660.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - MARCH 2025	1000106	3/3/2025	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - MARCH 2025	1000107	3/3/2025	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - MARCH 2025	1000108	3/3/2025	400.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - MARCH 2025	1000109	3/3/2025	200.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - MARCH 2025	1000110	3/3/2025	680.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - MARCH 2025	1000111	3/3/2025	60.00
JONES, DEREK	RETIREE HEALTH BENEFITS - MARCH 2025	1000112	3/3/2025	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - MARCH 2025	1000113	3/3/2025	50.00

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - MARCH 2025	1000114	3/3/2025	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - MARCH 2025	1000115	3/3/2025	480.00
LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - MARCH 2025	1000116	3/3/2025	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - MARCH 2025	1000117	3/3/2025	160.00
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - MARCH 2025	1000118	3/3/2025	290.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - MARCH 2025	1000119	3/3/2025	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - MARCH 2025	1000120	3/3/2025	460.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - MARCH 2025	1000121	3/3/2025	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - MARCH 2025	1000122	3/3/2025	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - MARCH 2025	1000123	3/3/2025	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - MARCH 2025	1000124	3/3/2025	340.00
PE, RAY	RETIREE HEALTH BENEFITS - MARCH 2025	1000125	3/3/2025	300.00
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - MARCH 2025	1000126	3/3/2025	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - MARCH 2025	1000127	3/3/2025	280.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - MARCH 2025	1000128	3/3/2025	190.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - MARCH 2025	1000129	3/3/2025	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - MARCH 2025	1000130	3/3/2025	240.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - MARCH 2025	1000131	3/3/2025	260.00
ROUSTON, JEFFREY	RETIREE HEALTH BENEFITS - MARCH 2025	1000132	3/3/2025	660.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - MARCH 2025	1000133	3/3/2025	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - MARCH 2025	1000134	3/3/2025	300.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - MARCH 2025	1000135	3/3/2025	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - MARCH 2025	1000136	3/3/2025	520.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - MARCH 2025	1000137	3/3/2025	440.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - MARCH 2025	1000138	3/3/2025	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - MARCH 2025	1000139	3/3/2025	580.00
SMITH, JOE	RETIREE HEALTH BENEFITS - MARCH 2025	1000140	3/3/2025	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - MARCH 2025	1000141	3/3/2025	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - MARCH 2025	1000142	3/3/2025	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - MARCH 2025	1000143	3/3/2025	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - MARCH 2025	1000144	3/3/2025	250.00
UNGAB, STELLA	RETIREE HEALTH BENEFITS - MARCH 2025	1000145	3/3/2025	600.00
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - MARCH 2025	1000146	3/3/2025	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - MARCH 2025	1000147	3/3/2025	480.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - MARCH 2025	1000148	3/3/2025	520.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - MARCH 2025	1000149	3/3/2025	220.00
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - MARCH 2025	1000150	3/3/2025	560.00
BALLARDO, DAMIAN	RETIREE HEALTH BENEFITS - MARCH 2025	1000151	3/5/2025	520.00
			Total for Finance	**32,185.00**
			EFT PAYMENTS Total	**32,185.00**

WIRED PAYMENTS

Eng/PW

ARCO BUSINESS SOLUTI	FUEL FOR CITY FLEET FEB FY25-PW/EQM	250640213	3/6/2025	38,189.02
			Total for Eng/PW	**38,189.02**
			WIRED PAYMENTS Total	**38,189.02**

P-CARD PAYMENTS

City Atty

LABOR RELATIONS INFORMATI	LABOR RELATIONS INFORMATION WEBINAR		1/22/2025	75.00
SAN DIEGO UNION TRIB-SUB	SAN DIEGO UNION TRIB-SUB		1/22/2025	16.00

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for City Atty	**91.00**
City Mgr				
AMAZON.COM	TABLE FOR FIRST FLOOR LOBBY		1/22/2025	187.87
AMAZON.COM	FIRST FLOOR LOBBY TAVLE / ACRYLIC BROSSURE		1/22/2025	416.05
SMART & FINAL	CMO SNACKS ITEMS FOR COUNCIL DIAS MEETING		1/22/2025	87.55
WAL-MART	CULTURE CLUB COFFEE CUPS / COFFEE JAR - COU		1/22/2025	13.63
WAL-MART	COFFEE SUPLIES FOR COUNCIL'S OFFICE		1/22/2025	33.57
WAL-MART	EXTENTION CORD / COFFEE FILTER AND COFFEE T		1/22/2025	34.08
			Total for City Mgr	**772.75**
Clerk				
AMAZON.COM	OFFICE DESK		1/22/2025	423.08
USPS	MAILING OF DOCUMENTS		1/22/2025	26.00
			Total for Clerk	**449.08**
Comm Dev				
CODE ENFORCEMENT LEAGUE O	PRC#T3273 ACHIEVING VOLUNTARY COMPLIANCE (		1/22/2025	22.00
CODE ENFORCEMENT LEAGUE O	PRC#T3273 ACHIEVING VOLUNTARY COMPLIANCE (		1/22/2025	22.00
CODE ENFORCEMENT LEAGUE O	PRC#T3273 ACHIEVING VOLUNTARY COMPLIANCE (		1/22/2025	22.00
CODE ENFORCEMENT LEAGUE O	PRC#T3273 ACHIEVING VOLUNTARY COMPLIANCE (		1/22/2025	22.00
			Total for Comm Dev	**88.00**
Comm Svcs				
AMAZON.COM	CASA REC. SUPPLIES PRC#14434		1/22/2025	12.80
AMAZON.COM	CASA PROGRAMMING SUPPLIES PRC#14434		1/22/2025	30.43
AMAZON.COM	CASA PROGRAMMING SUPPLIES PRC#14434		1/22/2025	33.51
AMAZON.COM	CASA MUSIC PROGRAM SUPPLIES PRC#14434		1/22/2025	43.49
AMAZON.COM	CASA MUSIC PROGRAM SUPPLIES PRC#14434		1/22/2025	43.49
AMAZON.COM	CASA MUSIC PROGRAM SUPPLIES PRC#14434		1/22/2025	65.20
AMAZON.COM	CASA REC. SUPPLIES PRC#14434		1/22/2025	80.69
AMAZON.COM	CASA REC. SUPPLIES PRC#14434		1/22/2025	88.08
AMAZON.COM	CASA REC. SUPPLIES PRC#14434		1/22/2025	123.95
CPRS D12	CPRS DISTRICT 12 AWARDS & INSTALLATION BREA		1/22/2025	160.00
FACEBK	PROMOTION OF EVENTS		1/22/2025	9.96
ISTOCKPHOTO	MONTHLY SUBSCRIPTION		1/22/2025	40.00
NAMECHEAP	NAME-CHEAP.COM SUBSCRIPTION RENEWAL		1/22/2025	17.16
SPOTIFY	MONTHLY SUBSCRIPTION		1/22/2025	19.99
			Total for Comm Svcs	**768.75**
Council				
ROYAL MANDARIN	CITY COUNCIL MEETING LUNCH - DITAS AND EXEC		1/22/2025	30.34
WAL-MART	RIBBON FOR COUNCIL YAMANE CERIFICATE - MISS		1/22/2025	4.32
WAL-MART	RIBBON FOR COUNCIL YAMANE'S CERTIFICATE		1/22/2025	4.32
			Total for Council	**38.98**
Eng/PW				
(APWA - CAD) AMERICAN PUB	APWA - CHAPTER DUES FOR MARTHA JUAREZ PRC		1/22/2025	273.00
CA DEPT PEST REGS LICENSI	CA DEPT PEST LICENSE - PARKS DIVISION FY25		1/22/2025	140.00
GOLDEN CHOPSTICKS RESTAUR	LUNCH FOR M3 MEETING - ENG/PW FY25		1/22/2025	121.42
SAFETYCLASS	SAFETYCLASS - FOR RENE ACEVEDO PRC# 73272 F		1/22/2025	160.00
SMART & FINAL	SMART AND FINAL - WATERS FOR M3 LUNCH MEET		1/22/2025	5.59
			Total for Eng/PW	**700.01**
Fire				
10416D CAVA CREEKSIDE MAR	STRIKE TEAM LUNCH		1/22/2025	38.79

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ALASKA AIRLINES	FRESNO 2025 SYMPOSIUM - FLIGHT - PRC#T3271		1/22/2025	436.61
AMAZON.COM	PHONE MOUNT FOR BC VEHICLE		1/22/2025	24.99
AMAZON.COM	CERT TRAILER JACK - REPLACE BROKEN EQUIPME		1/22/2025	47.59
AMAZON.COM	BREATHING APPARATUS BRACKET - OUTFIT E 31 I		1/22/2025	111.89
AMAZON.COM	EXPRESS RO WATER FILTERS 3 YRS - FOR WATER		1/22/2025	119.61
AMAZON.COM	COFFE MAKER AND BLENDER - REPLACE BROKEN		1/22/2025	234.87
ARCO	PALISADES FIRE DEPLOYMENT - FUEL PREPAY		1/22/2025	30.00
CALIFORNIA EMERGENCY SERV	CESA MEMBERSHIP PAYMENT PRC#14369		1/22/2025	75.00
CATRAINING	FRESNO 2025 SYMPOSIUM MAR 17-21 PRC#T3271		1/22/2025	2,165.00
CHEVRON	WATER AND ICE RIG FOR COOLER SUPPLIES		1/22/2025	17.80
CHEVRON	STRIKE TEAM FUEL		1/22/2025	61.19
CHEVRON	STRIKE TEAM FUEL		1/22/2025	66.29
CHEVRON	STRIKE TEAM FUEL		1/22/2025	101.15
CHEVRON	LA FIRE DEPLOYMENT - FUEL		1/22/2025	110.00
CHEVRON	PALISADES FIRE DEPLOYMENT - FUEL		1/22/2025	124.11
COSTCO WHOLESALE	LAUNDRY DETERGENT FOR FIRE STATION 34		1/22/2025	107.16
DOUBLETREEBYHI	FRESNO 2025 SYMPOSIUM HOTEL - LATER CANCEL		1/22/2025	335.66
ENTERPRISE RENT A CA	EATON FIRE DEPLOYMENT - ENTERPRISE RENTAL		1/22/2025	342.56
ENTERPRISE RENT A CA	EATON FIRE DEPLOYMENT - ENTERPRISE RENTAL		1/22/2025	928.85
FAIRFIELD INN	HOTEL STRIKE TEAM ROOM 337		1/22/2025	134.44
FAIRFIELD INN	STRIKE TEAM HOTEL ROOM 339		1/22/2025	134.44
FAIRFIELD INN	HOTEL STRIKE TEAM ROOM 209		1/22/2025	154.27
FAIRFIELD INN	HOTEL STRIKE TEAM ROOM 211		1/22/2025	154.27
FAIRFIELD INN	HOTEL STRIKE TEAM ROOM 211		1/22/2025	154.27
FAIRFIELD INN	HOTEL STRIKE TEAM ROOM 217		1/22/2025	154.27
FAIRFIELD INN	HOTEL STRIKE TEAM ROOM 219		1/22/2025	154.27
FAIRFIELD INN	STRIKE TEAM HOTEL ROOM 213		1/22/2025	154.27
FAIRFIELD INN	HOTEL STRIKE TEAM ROOM 311		1/22/2025	164.19
FAIRFIELD INN	HOTEL STRIKE TEAM ROOM 209		1/22/2025	164.19
FAIRFIELD INN	HOTEL STRIKE TEAM ROOM 213		1/22/2025	164.19
FAIRFIELD INN	HOTEL STRIKE TEAM ROOM 307		1/22/2025	164.19
IN-N-OUT BURGERS	STRIKE TEAM LUNCH		1/22/2025	50.21
JERSEY MIKE'S	STRIKE TEAM LUNCH		1/22/2025	49.50
NESSY BURGERS	STRIKE TEAM LUNCH		1/22/2025	51.96
OUTBACK STEAKHOUSE	STRIKE TEAM DINNER		1/22/2025	81.89
PIZZA NOVA	STRIKE TEAM DINNER		1/22/2025	116.64
POKI ONE N HALF	STRIKE TEAM LUNCH		1/22/2025	75.43
POKI ONE N HALF	STRIKE TEAM LUNCH		1/22/2025	81.79
RAMEN MIK	STRIKE TEAM DINNER		1/22/2025	96.46
SOLARPLACARD IN	IDENTIFICATION OF PERSONNEL LOCKERS AND AC		1/22/2025	76.45
THE MINING COMPANY	STRIKE TEAM DINNER		1/22/2025	120.69
THE OLD SPAGHETTI FACTORY	STRIKE TEAM DEPLOYMENT - MEAL		1/22/2025	116.33
UNITED PACIFIC 4	EATON FIRE DEPLOYMENT - FUEL		1/22/2025	109.01
			Total for Fire	**8,356.74**
HR				
SMART & FINAL	SUPPLIES FOR THE BENEFITS/WELLNESS FAIR JAN		1/22/2025	226.80
			Total for HR	**226.80**
IT				
AMAZON.COM	USB FLASH DRIVES		1/22/2025	489.22

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
EXPERTS EXCHANGE LLC	EXPERTS EXCHANGE TECHNICAL PORTAL		1/22/2025	149.95
EXPRESSVPN.COM	EXPRESSVPN APP		1/22/2025	116.95
GOOGLE	GOOGLE KEEPER PASSWORD SECURITY APP		1/22/2025	29.99
ZOOM	ZOOM MONTHLY SUBSCRIPTION		1/22/2025	843.04
			Total for IT	**1,629.15**
Library				
AMAZON.COM	AMAZON- ADULT LITERACY GRANT		1/22/2025	1,760.01
			Total for Library	**1,760.01**
Police				
ADVANCED COMMUNICATION	ADVANCED COMMUNICATION PRC T3277 PUBLIC IN		1/22/2025	475.00
AMAZON.COM	INCLINE SORTER		1/22/2025	20.65
AMAZON.COM	LABEL HOLDERS		1/22/2025	28.25
AMAZON.COM	DESK ORGANIZER SET		1/22/2025	35.86
AMAZON.COM	COFFEE URN		1/22/2025	65.24
AMAZON.COM	PADDLE HOLSTER, TULSTER		1/22/2025	86.59
AMAZON.COM	CLEANING SUPPLIES		1/22/2025	169.34
AMAZON.COM	VOICE RECORDER		1/22/2025	175.46
AXON WEEK CREDIT	AXON WEEK 2025 PRC T3279 TUITION FOR R GONZ		1/22/2025	699.00
AYRES HOTELS	AYRES HOTEL & SPA - MO T3262 PRC LODING FOR		1/22/2025	674.64
CAL UNIFORMS	ACCUMOLD BASKETWEAVE CLOSED TOP SPRAY H		1/22/2025	75.40
CALIFORNIA NARCOTIC	WWW.CNCA.COM PRC T3276 FOR DAVIS FOR THE		1/22/2025	45.00
CALIFORNIA NARCOTIC	WWW.CNCA.COM PRC T3276 K9 CONFERENCE - F		1/22/2025	45.00
CALIFORNIA NARCOTIC	WWW.CNCA.COM PRC T3276 K9 CONFERENCE TUI		1/22/2025	450.00
CALIFORNIA NARCOTIC	WWW.CNCA.COM PRC T3276 TUITION FOR THE K9		1/22/2025	450.00
CALIFORNIA POLICE CHI	CALIFORNIA POLICE CHI TRAINING TUITION FOR S'		1/22/2025	975.00
CATO	CATOTRAINING.ORG TUITION PRC T3336 PROCESS		1/22/2025	746.75
CATO	CATOTRAINING.ORG TUITION PRC T3336 PROCESS		1/22/2025	746.75
EMBASSY CONSULTING S	EMBASSY CONSULTING PRC T3286 TUTION FOR RE		1/22/2025	150.00
EMBASSY CONSULTING S	EMBASSY CONSULTING TRAINING TUITION FOR RE		1/22/2025	150.00
EMBASSY CONSULTING S	EMBASSY CONSULTING TRAINING TUITION FOR RE		1/22/2025	150.00
EMBASSY CONSULTING S	EMBASSY CONSULTING TRAINING TUITION FOR RE		1/22/2025	150.00
FEDEX KINKOS OFFICE	FEDEX OFFICE POLICE BACKGROUNDS REQUEST S		1/22/2025	165.37
FEDEX KINKOS OFFICE	FEDEX OFFICE BACKGROUNDS REQUEST FOR ACA		1/22/2025	414.10
FEDEX KINKOS OFFICE	FEDEX OFFICE 800000836 BACKGROUND TABS FOR		1/22/2025	416.85
HOME DEPOT CREDIT SE	60FT EXT CORD 12OUTLET SURGE MOP REFILL		1/22/2025	297.11
IRISH CONGRESS OF SOUTHER	ST PATRICK'S DAY PARADE ENTRY		1/22/2025	75.00
MAN K9 INC	MAN-K9 INC TRAINING TUITION PROCESS - MENDIC		1/22/2025	362.25
MOBILE TACTICA	UNIFORM APPARREL		1/22/2025	667.86
NATIONAL TACTICAL OFFICER	NATIONAL TACTICAL OFF TUITION FOR SWAT TEAI		1/22/2025	779.00
NEBO FLASHLIGHTS	DAVINCI 12000L FLASHLIGHT		1/22/2025	332.61
NO BOUNDARIES INVESTI	WPY*NO BOUNDARIES INVESTI, PRC T3269 FOR CA		1/22/2025	490.00
OFFICER INVOLVED S	OFFICER INVOLVED S TUITION PROCESSED BY ME		1/22/2025	498.00
PELOTON	PELOTON ALL ACCESS MEMBERSHIP		1/22/2025	44.00
RING TEAM	SP RING TEAM CREDIT DUE TO FRAUD		1/22/2025	(501.00)
SHRED IT USA	TRANS# 273345 REF# 15169678 PAID 1/21/25 ACCOU		1/22/2025	1,115.00
SMART & FINAL	ASSORTED COFFEE, SNACKS, AND DRINKS		1/22/2025	219.62
THE ENGRAVING STORE	MAT'LS T1 ENGRAVING T1 SERVICE FEE 1		1/22/2025	44.97
THE ENGRAVING STORE	BATCH# 0426		1/22/2025	69.75
THE MISSION INN	THE MISSION INN PRC T3248 DEPOSITE FOR TRAIN		1/22/2025	287.52

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Police	**12,341.94**
			P-CARD PAYMENTS Total	**27,223.21**
SECTION 8 HAPS				
	SECTION 8 HAPS		3/3/2025	1,495,726.03
			SECTION 8 HAPS Total	**1,495,726.03**
		GRAND TOTAL		**2,209,217.01**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, May 6, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Warrant Register No. 37 for the Period of 3/07/25 through 3/13/25 in the Amount of $3,527,176.16

RECOMMENDATION:
Ratify Warrants Totaling $3,527,176.16

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 3/07/25 – 3/13/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
CDWG	373702	173,630.67	Enterprise Storage System
CDWG	373702	138,935.39	Enterprise Storage System
City of Chula Vista	373703	246,813.00	Animal Care Services for FY25
Flock Central	373718	285,350.00	Installation of Automated License
Stewart Title Guaran	2259	122,619.50	Purchase and Sale Agreement APN557
Public Emp Retiremnt	250710173	364,281.19	Service Period 2/18/25 – 3/3/25
Adminsure, Inc	557	124,186.85	WC's Account Replenishment / Feb 25

FINANCIAL STATEMENT:
Warrant Register Total $3,527,176.16

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 – FY25 Warrant Register No. 37

Warrant Register #37
3/7/2025 to 3/13/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A/P PAYMENTS				
Building				
OFFICE SOLUTIONS BUS	FURNITURE FOR BUILDING DIVISION	373747	3/13/2025	29,804.71
			Total for Building	**29,804.71**
City Atty				
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR MARTIN MATTER	373673	3/11/2025	4,110.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR DELGADO MATTER	373673	3/11/2025	5,891.47
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR MARTIN MATTER	373673	3/11/2025	1,340.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR CORTEZ MATTER	373673	3/11/2025	3,360.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR AGUIRRE MATTER	373673	3/11/2025	4,540.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR DELGADO MATTER	373673	3/11/2025	8,730.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR MARTIN MATTER	373673	3/11/2025	408.45
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR RODRIGUEZ MATTER	373673	3/11/2025	1,270.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR AGUIRRE MATTER	373673	3/11/2025	1,380.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR CORTEZ MATTER	373673	3/11/2025	4,960.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR DELGADO MATTER	373673	3/11/2025	6,428.45
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR GVRO	373700	3/13/2025	2,362.50
			Total for City Atty	**44,780.87**
City Mgr				
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - SEPTEMBER 2024	373665	3/11/2025	3,368.91
COUNTY OF SAN DIEGO	MAIL POSTATGE BILLING - OCTOBER 2024	373665	3/11/2025	3,505.79
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - NOVEMBER 2024	373665	3/11/2025	2,252.11
GARCIA, PEDRO	REIMBURSEMENT - LEAGUE OF CA CITIES	373670	3/11/2025	1,271.86
NATIONAL CITY CHAMBE	ECONOMIC DEVELOPEMENT ACTIVITIES - MAY 202	373741	3/13/2025	3,200.00
SCI CONSULTING GROUP	CANNABIS CONSULTING SERVICES	373762	3/13/2025	1,543.75
			Total for City Mgr	**15,142.42**
Clerk				
CORODATA RECORDS	OFF SITE DOCUMENT STORAGE	373707	3/13/2025	58.30
INTEGRITY NEWSPAPERS	PUBLIC NOTICE - STAR NEWS - CAMPAIGN CONTRI	373728	3/13/2025	102.50
INTEGRITY NEWSPAPERS	PUBLIC NOTICE - STAR NEWS	373728	3/13/2025	130.69
INTEGRITY NEWSPAPERS	PUBLIC NOTICE - STAR NEWS	373728	3/13/2025	271.62
INTERNATIONAL INSTIT	MEMBERSHIP RENEWAL FOR MUNICIPAL CLERKS	373730	3/13/2025	160.00
NGUOI VIET TU DO COR	PUBLIC NOTICE - ELECTION CAMPAIGN CONTRIBU	373744	3/13/2025	200.00
THE FILIPINO PRESS I	PUBLIC NOTICE - ELECTION CAMPAIGN REGULATI	373782	3/13/2025	225.00
			Total for Clerk	**1,148.11**
Comm Svcs				
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO /CSD	373695	3/13/2025	(271.86)
AMAZON CAPITAL SERVI	CASA PROGRAMMING SUPPLIES/CSD	373695	3/13/2025	178.14
AMAZON CAPITAL SERVI	SOUND ACTIVATED PARTY LIGHTS FOR SALSA PR	373695	3/13/2025	26.08
AMAZON CAPITAL SERVI	MESSY PLAY PROGRAMMING SUPPLIES/CSD	373695	3/13/2025	1,113.53
AMAZON CAPITAL SERVI	MESSY PLAY PROGRAMMING SUPPLIES/CSD	373695	3/13/2025	420.41
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	373695	3/13/2025	(1.51)
SCHOOL OUTFITTERS LL	WOOD BENCH FOR CAMACHO REC. CENTER	373761	3/13/2025	1,551.33
SMART & FINAL	MOP 45756 FAB PROGRAMMING SUPPLIES/CSD	373767	3/13/2025	95.73
T'S & SIGNS INC	PAPER PHOTO PRINTS & PAPER PHOTO FOLDERS/	373779	3/13/2025	303.79
T'S & SIGNS INC	POLOS FOR FAB PROGRAMMING STAFF/CSD PRC#	373779	3/13/2025	758.63
T'S & SIGNS INC	POLOS FOR FAB PROGRAMMING STAFF/CSD PRC#	373779	3/13/2025	840.00
			Total for Comm Svcs	**5,014.27**
Council				

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SMART SOURCE OF CALI	COUNCIL JOSE RODRIGUEZ BUSINESS CARDS	373769	3/13/2025	106.77
T'S & SIGNS INC	JOSE RODRIGUEZ CITY POLO SHIRT FOR 3 ASSIS	373779	3/13/2025	132.13
			Total for Council	**238.90**
Eng/PW				
CV VENTURES LLC	FAIR SHARE QUARTERLY MONITORING SERVICES-	373666	3/11/2025	9,505.33
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	373667	3/11/2025	898.51
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	373667	3/11/2025	61.15
GRAINGER	MOP 65179 SEWER SUPPLIES FY25-PW/WW	373671	3/11/2025	277.18
GRAINGER	MOP 65179 AUTO SUPPLIES FY25-PW/EQM	373671	3/11/2025	119.41
GRAINGER	MOP 65179 AUTO SUPPLIES FY25-PW/EQM	373671	3/11/2025	221.95
GRAINGER	MOP 65179 AUTO SUPPLIES FY25-PW/EQM	373671	3/11/2025	265.06
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY25-PW/EQM	373672	3/11/2025	1,141.88
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	373674	3/11/2025	18.48
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY25-PW/EQM	373675	3/11/2025	1,457.48
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373676	3/11/2025	47.20
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373676	3/11/2025	158.90
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373676	3/11/2025	166.73
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	373678	3/11/2025	52.92
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	373678	3/11/2025	69.51
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	373678	3/11/2025	104.90
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	373679	3/11/2025	527.53
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	373679	3/11/2025	565.69
SITEONE LANDSCAPE SU	PACIFIC INFIELD MIX FY25-PW/PARKS	373680	3/11/2025	1,494.32
SITEONE LANDSCAPE SU	PACIFIC INFIELD MIX FY25-PW/PARKS	373680	3/11/2025	1,509.99
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	373681	3/11/2025	35.41
T'S & SIGNS INC	WEARING APPAREL FY25-PW/EQM	373682	3/11/2025	382.80
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	373683	3/11/2025	139.09
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	373683	3/11/2025	426.25
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/STS	373685	3/11/2025	498.75
VULCAN MATERIALS COM	ROADWAY MATERIALS FY25-PW/STS	373686	3/11/2025	1,261.89
VULCAN MATERIALS COM	ROADWAY MATERIALS FY25-PW/STS	373686	3/11/2025	327.97
WHITE CAP, LP	HIGH SPEED CUT OFF SAW FY25-PW/STS	373687	3/11/2025	1,898.76
ACME SAFETY & SUPPLY	STREET SIGN SUPPLIES FY25-PW/STS	373689	3/13/2025	436.39
AIRGAS USA LLC	MOP 45714 PARK SUPPLIES FY25-PW/PARKS	373691	3/13/2025	213.82
AMAZON CAPITAL SERVI	REGULATOR FOR STR PATCH TRUCK FY25-PW/EQ	373695	3/13/2025	58.47
CLEAR WATER TECHNOLO	WATER TREATMENTS FY25-PW/FAC	373705	3/13/2025	475.00
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	373710	3/13/2025	33.43
DEPARTMENT OF TRANSP	HIGHWAY LIGHTING FOR STREETS FOR FY25-PW/S	373712	3/13/2025	13,498.39
FEDEX	SHIPPING FEES FY25-PW/ENG	373716	3/13/2025	94.20
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY25-PW/EQM	373721	3/13/2025	278.33
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY25-PW/EQM	373721	3/13/2025	3,700.00
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	373723	3/13/2025	688.83
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	373723	3/13/2025	534.55
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	373723	3/13/2025	636.75
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW	373731	3/13/2025	200.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW	373731	3/13/2025	1,370.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW	373731	3/13/2025	90.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW	373731	3/13/2025	200.00
MCI AUTO REPAIR	AC SYSTEM FOR PD K9 VEHICLE #280 FY25-PW/EQI	373738	3/13/2025	2,012.25

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
NV5 INC	CONTRACT SERVICES - COX PERMITS	373745	3/13/2025	2,697.54
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	373746	3/13/2025	18.48
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373748	3/13/2025	121.76
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373749	3/13/2025	192.69
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373750	3/13/2025	30.44
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	373751	3/13/2025	15.88
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	183.15
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	131.76
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	72.19
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	241.35
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373754	3/13/2025	19.53
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	71.29
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373754	3/13/2025	129.14
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	24.90
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	373754	3/13/2025	31.24
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	373754	3/13/2025	60.88
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373754	3/13/2025	141.21
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373754	3/13/2025	151.70
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	171.96
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	486.05
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373754	3/13/2025	125.28
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	26.20
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	373754	3/13/2025	45.99
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	68.26
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	373754	3/13/2025	101.10
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	373755	3/13/2025	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	373755	3/13/2025	53.31
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	373755	3/13/2025	71.48
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	373755	3/13/2025	52.94
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	373755	3/13/2025	69.51
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	373755	3/13/2025	71.48
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	373755	3/13/2025	104.90
ROADONE	MOP 75948 TOWING SERVICES FY25-PW/EQM	373756	3/13/2025	97.20
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES FEB FY25-PW/	373757	3/13/2025	378.86
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS MAR FY25-PW/S	373757	3/13/2025	28.22
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS MAR FY25-PW/S	373757	3/13/2025	695.36
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS MAR FY25-PW/S	373757	3/13/2025	11,267.36
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES FEB FY25-PW/	373758	3/13/2025	8,493.39
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	373759	3/13/2025	967.75
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	373763	3/13/2025	108.49
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	373770	3/13/2025	42.27
SOLANA CENTER FOR	SB 1383 COMPLIANCE SUPPORT SERVICES	373771	3/13/2025	3,506.19
SOLANA CENTER FOR	SB 1383 COMPLIANCE SUPPORT SERVICES	373771	3/13/2025	3,754.26
SOLANA CENTER FOR	SB 1383 COMPLIANCE SUPPORT SERVICES	373771	3/13/2025	5,191.95
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	373773	3/13/2025	228.75
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	373773	3/13/2025	5,039.01
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	373773	3/13/2025	5,117.03
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	373773	3/13/2025	5,400.00
SPEEDPRO IMAGING	DECAL FOR TRACTOR VEH #111 FY25-PW/EQM	373774	3/13/2025	121.04

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	373775	3/13/2025	59.80
STC TRAFFIC INC	PLAZA BLVD TRAFFIC SIGNAL ASSESMT AND CORF	373776	3/13/2025	420.00
STC TRAFFIC INC	ENGINEERING SUPPORT SVCS	373776	3/13/2025	16,255.00
STC TRAFFIC INC	TRAFFIC SIGNAL AND COMMUN SUPPORT SVCS	373776	3/13/2025	21,520.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	46.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	53.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	72.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	79.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	92.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	114.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	115.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	373783	3/13/2025	132.00
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	373790	3/13/2025	173.85
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	373790	3/13/2025	208.58
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	373790	3/13/2025	496.53
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/FAC	373792	3/13/2025	429.83
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/STS	373792	3/13/2025	326.38
VULCAN MATERIALS COM	ROADWAY MATERIALS FY25-PW/STS	373793	3/13/2025	330.44
WATERLINE TECHNOLOGI	CITY WIDE POOL SERVICES FY25-PW/FAC	373795	3/13/2025	9,787.18
WHITE CAP, LP	BATTERY PACKS FY25-PW/STS	373797	3/13/2025	565.55
WHITE CAP, LP	ROAD ASPHALT MATERIAL FY25-PW/STS	373797	3/13/2025	1,630.17
WHITE CAP, LP	ELECTRIC MESSAGE BOARD FOR STREETS/WW-F	373797	3/13/2025	20,710.36
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/FAC	373799	3/13/2025	9.05
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/PARKS	373799	3/13/2025	84.55
WRIGHT CONSTRUCTION,	CIP 24-08 PARADISE CREEK EMERGENCY STORM D	373802	3/13/2025	24,240.44
			Total for Eng/PW	**202,933.99**
Finance				
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 1/1/25-	373704	3/13/2025	10.72
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 1/1/25-	373704	3/13/2025	2.50
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 1/1/25-	373704	3/13/2025	32.61
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 1/1/25-	373704	3/13/2025	23.94
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 1/1/25-	373704	3/13/2025	31.92
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 1/1/25-	373704	3/13/2025	47.92
HINDERLITER DE LLAMA	PROPERTY TAX RECORDS REVIEW AN	373725	3/13/2025	4,381.58
LASER SAVER INC	MOP #45725 / HP COMPATIBLE TONER / FINANCE DI	373732	3/13/2025	250.02
LASER SAVER INC	MOP #45725 / PREMIUM BLACK TONER / FINANCE D	373732	3/13/2025	293.52
SMART SOURCE OF CALI	MOP #63845 / BUS. CARDS FOLTZ 500 CT / FIN DEPT	373768	3/13/2025	55.48
STAPLES BUSINESS ADV	MOP #45704/TABBED FOLDERS/FINANCE DEPT	373775	3/13/2025	79.93
THE BANK OF NEW YORK	TRUSTEE FEE - FOR PERIOD 11/16/2024 - 11/15/2025	373780	3/13/2025	1,500.00
THE PUN GROUP LLP	2024 CITY AUDIT, INCLUDING ACFR	373784	3/13/2025	5,665.00

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
THE PUN GROUP LLP	PROFESSIONAL INDEPENDENT AUDIT	373785	3/13/2025	28,325.00
WILDAN FINANCIAL SRV	COST ALLOCATION PLAN AND USER FEE STUDY	373798	3/13/2025	5,634.00
WOODRUFF & SMART	RSWA - LEGAL SERVICES - MARCH 2025	373800	3/13/2025	2,500.00
WOODRUFF & SMART	RSWA - GENERAL MANAGER MONTHLY INVOICE M/	373801	3/13/2025	4,750.00
			Total for Finance	**53,584.14**
Fire				
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373688	3/13/2025	258.57
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373688	3/13/2025	624.77
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373688	3/13/2025	215.45
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	373688	3/13/2025	429.77
ALERT ALL CORPORATIO	PUBLIC EDUCATION SUPPLIES @STATION 34	373693	3/13/2025	1,949.35
CROSS CONNECTIONS	ADDITIONAL REMOTE HEAD SET UP	373708	3/13/2025	1,307.44
CROSS CONNECTIONS	ADDITIONAL REMOTE HEAD SET UP	373708	3/13/2025	324.59
ENTERPRISE RENT A CA	PALISADES FIRE - DEPLOYMENT RENTAL CAR	373714	3/13/2025	1,687.72
ENTERPRISE RENT A CA	PALISADES FIRE - DEPLOYMENT RENTAL CAR	373714	3/13/2025	70.30
ESGIL LLC	PLAN CHECKS FOR FIRE, FY24-25	373715	3/13/2025	2,126.70
FEDEX	FEDEX SHIPPING SERVICES FOR FIRE DEPARTMEN	373716	3/13/2025	136.61
FIRE ETC	HELMET, REPLACEMT HELMET PARTS & DTERGNT	373717	3/13/2025	413.23
HAMLYN WILLIAMS INC	TEMP EMPLYMT, SOA NARDYEZDA ACOSTA, WE 1/2	373722	3/13/2025	860.00
HAMLYN WILLIAMS INC		373722	3/13/2025	860.00
HAMLYN WILLIAMS INC	TEMP EPLYMNT SOA NARDYEZDA ACOSTA,W/E 16-	373722	3/13/2025	860.00
HAMLYN WILLIAMS INC	TEMP EPLYMNT SOA NARDYEZDA ACOSTA,W/E 23-	373722	3/13/2025	860.00
HAMLYN WILLIAMS INC	TEMP EMP SOA NARDYEZDA ACOSTA,W/E 02-MAR-	373722	3/13/2025	860.00
HEARTLAND FIRE TRAIN	ENGINE COMPANY TRAINING CLASS, PRC #T3274	373724	3/13/2025	1,870.00
HONEYWELL ANALYTICS	ANNUAL CALIBRATION FOR POSICHECK FLOW TES	373726	3/13/2025	307.76
HONEYWELL ANALYTICS	ANNUAL CALIBRATION FOR POSICHECK FLOW TES	373726	3/13/2025	1,190.00
HOWMEDICA OSTEONICS	VIDEO LARYNGOSCOPE BATTERIES	373727	3/13/2025	374.35
LINE-X SAN DIEGO	TRI FOLD BED COVER, LO MAX	373735	3/13/2025	1,488.79
MCGUIRE, DANIEL P	EDUC REIMBRSMT, HAZMAT 1C, 1/16-17/2025	373737	3/13/2025	340.00
MCGUIRE, DANIEL P	EDUC REIMBRSMT, COMPANY OFFICER 2D-ALL HA2	373737	3/13/2025	362.25
MONTANO, HECTOR	REIM FOR SPANISH CERT CLASSES ON FEB 4, 11, 1	373740	3/13/2025	1,200.00
SMART & FINAL	MOP45756, FIRE STATION SUPPLIES -WATER	373767	3/13/2025	184.02
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES	373781	3/13/2025	300.00
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES	373781	3/13/2025	1,540.00
THE COUNSELING TEAM	EMPLOYEE MEDICAL SUPPORT SERVICES	373781	3/13/2025	110.00
THE SUPPLY CACHE	BALL SHUT OFF S& H PRODUCTS - REPAIRS AT ST/	373786	3/13/2025	1,348.03
TINOSA INC	QUARTERLY AIR SAMPLING COMPRESSOR SCBA	373788	3/13/2025	335.00
WESTAIR GASES & EQUI	25% CARBON DIOXIDE BAL ARGON INDUSTRIAL	373796	3/13/2025	106.89
ZOLL MEDICAL CORP	ACCUVENT CABLE	373803	3/13/2025	319.93
			Total for Fire	**25,221.52**
Housing				
NATIONAL CREDIT REPO	FEB-25 FEE FOR CRIMINAL REP. FOR SEC 8 DEP	373742	3/13/2025	166.40
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	373747	3/13/2025	32.17
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	373747	3/13/2025	28.50
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	373747	3/13/2025	29.09
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8	373747	3/13/2025	120.32
SHRED-IT	NONTHLY SERV FEB-24 FOR SECTION 8 DEPARTME	373765	3/13/2025	140.43
SHRED-IT	MONTHLY SERV MARCH-24 FOR SECTION 8 DEPAR	373765	3/13/2025	138.84
SHRED-IT	MONTHLY SERV MAY-24 FOR SECTION 8 DEPARTM	373765	3/13/2025	125.74

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SHRED-IT	MONTHLY SERV JULY-2024 FOR SECTION 8 DEPAR	373765	3/13/2025	123.63
SHRED-IT	MONTHLY SERVICE SEPT-24 FOR SECT 8 DEPARTM	373765	3/13/2025	154.07
			Total for Housing	**1,059.19**
HR				
ADMINSURE INC	WORKERS' COMP CLAIMS ADMINISTRATION/JAN25	373690	3/13/2025	8,862.00
ADMINSURE INC	WORKERS COMP CLAIMS ADMIN SERVICES FOR M.	373690	3/13/2025	8,862.00
ALTA LANGUAGE SERVIC	EMPLOYEE BILINGUAL TESTING	373694	3/13/2025	414.00
BIDDLE CONSULTING GR	ANNUAL ONLINE SOFTWARE/DISPATCHER TSTING	373699	3/13/2025	3,295.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	373706	3/13/2025	464.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	373706	3/13/2025	232.00
DEPARTMENT OF JUSTIC	NEW EMPLOYEE FINGERPRINT TEST RESULTS/JAN	373711	3/13/2025	98.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION/	373719	3/13/2025	9.75
LIEBERT CASSIDY WHI	GEN LEGAL SERVICES REGARDING MATTER #NA04	373734	3/13/2025	474.50
LIEBERT CASSIDY WHI	CLIENT/MATTER #NA040-00034	373734	3/13/2025	219.00
LIEBERT CASSIDY WHI	CLIENT/MATTER #NA040-00001	373734	3/13/2025	803.00
SOUTH BAY SHREEDDING	ON-SITE MOBILE DOCUMENT DESTRUCTION/FEB25	373772	3/13/2025	74.00
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HR	373775	3/13/2025	30.97
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HR	373775	3/13/2025	114.43
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HR	373775	3/13/2025	54.36
			Total for HR	**24,007.01**
IT				
AT&T	SBC/AT&T DATA/PHONES FY25	373696	3/13/2025	61.99
CDWG	IPADS - COMCATE	373702	3/13/2025	1,278.25
CDWG	IPADS - COMCATE	373702	3/13/2025	9,471.69
CDWG	REPLACEMENT IPADS	373702	3/13/2025	8,639.40
CDWG	ENTERPRISE STORAGE SYSTEM	373702	3/13/2025	173,630.67
CDWG	ENTERPRISE STORAGE SYSTEM	373702	3/13/2025	138,935.39
CDWG	TRIPP LITE PDU SINGLE PHASE BASIC HORIZONTA	373702	3/13/2025	535.85
CDWG	VEEAM DATA CLOUD VAULT FOUNDATION	373702	3/13/2025	3,313.00
CDWG	FIBER CABLES AND ELECTRIC DUSTER	373702	3/13/2025	802.42
GRANICUS	SWAGIT WEBCASTING FY25	373720	3/13/2025	2,199.16
			Total for IT	**338,867.82**
Library				
BAKER & TAYLOR	BAKER AND TAYLOR- HOW TO GO HIKING	373697	3/13/2025	13.16
BAKER & TAYLOR	BAKER AND TAYLOR- SPACE TIME, GNOME AND RA	373697	3/13/2025	15.89
BAKER & TAYLOR	BAKER AND TAYLOR- DIARIO DE UNA DORK 2	373697	3/13/2025	16.24
BAKER & TAYLOR	BAKER AND TAYLOR- MIGHTLY MARVEL MASTERW	373697	3/13/2025	18.03
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	373697	3/13/2025	25.20
BAKER & TAYLOR	BAKER AND TAYLOR-2 SPANISH BOOKS	373697	3/13/2025	26.17
BAKER & TAYLOR	BAKER AND TAYLOR- STANLEYS PARK, LONELY BC	373697	3/13/2025	28.32
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKES	373697	3/13/2025	39.13
BAKER & TAYLOR	BAKER AND TAYLOR- GRUMPY MONKEY, HOLIDAY	373697	3/13/2025	39.48
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	373697	3/13/2025	49.22
BAKER & TAYLOR	BAKER AND TAYLOR, 7 BOOKS	373697	3/13/2025	114.46
BAKER & TAYLOR	BAKER AND TAYLOR- SWIM SCHOOL	373697	3/13/2025	6.17
BAKER & TAYLOR	BAKER AND TAYLOR- LOS VOLCANES	373697	3/13/2025	11.88
BAKER & TAYLOR	BAKER AND TAYLOR- FELICE Y LA LLORONA	373697	3/13/2025	15.03
BAKER & TAYLOR	BAKER AND TAYLOR- FIRE ESCAPE HOW ANIMALS	373697	3/13/2025	15.49
BAKER & TAYLOR	BAKER AND TAYLOR- LEO Y COMPRENDO CON PIC	373697	3/13/2025	16.64

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
BAKER & TAYLOR	BAKER AND TAYLOR- BATMAN AND ROBIN, AMETH'	373697	3/13/2025	17.60
BAKER & TAYLOR	BAKER AND TAYLOR- EMPTY PLACE, IT CAME FROI	373697	3/13/2025	23.97
BAKER & TAYLOR	BAKER AND TAYLOR- STANLEY THE BUILDER, STAI	373697	3/13/2025	25.02
BAKER & TAYLOR	BAKER AND TAYLOR- 2 SPANISH BOOKS	373697	3/13/2025	32.47
BAKER & TAYLOR	BAKER AND TAYLOR- ARTEMIS FOWL	373697	3/13/2025	32.61
BAKER & TAYLOR	BAKER AND TAYLOR- 9 BOOKS	373697	3/13/2025	86.90
BAKER & TAYLOR	BAKER AND TAYLOR- EVEN THOUGH WE'RE ADULT	373697	3/13/2025	10.78
BAKER & TAYLOR	BAKER AND TAYLOR- ORLANDO	373697	3/13/2025	14.08
BAKER & TAYLOR	BAKER AND TAYLOR- SI ES TOXICO NO ES AMOR	373697	3/13/2025	15.37
BAKER & TAYLOR	BAKER AND TAYLOR- PROJECT HAIL MAIL	373697	3/13/2025	15.40
BAKER & TAYLOR	BAKER AND TAYLOR- GODS BELOW	373697	3/13/2025	19.95
BAKER & TAYLOR	BAKER AND TAYLOR- SPARE	373697	3/13/2025	27.25
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	373697	3/13/2025	66.02
BAKER & TAYLOR	BAKER AND TAYLOR, 5 BOOKS	373697	3/13/2025	76.39
BAKER & TAYLOR	BAKER AND TAYLOR- PUG MOMO	373698	3/13/2025	5.91
LIBRARY PASS, INC	COMICS PLUS- SUBSCRIPTION RENEWAL	373733	3/13/2025	900.00
STAPLES BUSINESS ADV	MOP STAPLES- LIBRARY- HP 80A PRINTER CARTRII	373775	3/13/2025	92.35
			Total for Library	**1,912.58**
Nutrition				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373692	3/13/2025	794.75
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373692	3/13/2025	1,419.77
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373692	3/13/2025	998.03
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373692	3/13/2025	2,471.99
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373692	3/13/2025	153.29
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373692	3/13/2025	1,161.09
ECOLAB	DISHWASHER LEASE FOR DECEMBER 2024	373713	3/13/2025	259.86
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373778	3/13/2025	794.32
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	373778	3/13/2025	5,130.19
			Total for Nutrition	**13,183.29**
Police				
CABRALES, ISELA	REIM: ICABRALES ADVANCED DPEER SUPPORT TR	373664	3/11/2025	104.13
ESTABROOK JR, MURRY	REIM: MESTABROOK 2024 ATAP CONFERENCE	373668	3/11/2025	284.01
PC SPECIALISTS INC	MISC MIS EQUIPMENT / PD	373677	3/11/2025	66.38
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	373688	3/13/2025	853.06
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	373688	3/13/2025	204.71
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	373688	3/13/2025	271.49
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	373688	3/13/2025	24.77
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	373688	3/13/2025	42.83
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	373688	3/13/2025	44.45
CARDOZA, MATTHEW	REIM: MCARDOZA - ICIPD TRAINING	373701	3/13/2025	147.35
CITY OF CHULA VISTA	ANIMAL CARE SERVICES FOR FY25	373703	3/13/2025	246,813.00
CYRACOM INTERNATIONA	LANGUAGE LINE FOR DISPATCH FOR FY25	373709	3/13/2025	39.00
DEPARTMENT OF JUSTIC	FINGERPRINTS / PD	373711	3/13/2025	230.00
FLOCK CENTRAL	INSTALLATION OF AUTOMATED LICENSE PLATE RE	373718	3/13/2025	285,350.00
INTERNATIONAL ASSOC	MEMBERSHIP DUE AND SUBSCRIPTION TO POLICE	373729	3/13/2025	270.00
INTERNATIONAL ASSOC	MEMBERSHIP DUES AND SUBSCRIPTION TO POLIC	373729	3/13/2025	270.00
MAN K9 INC	K-9 MONTHLY TRAINING - MARCH 2025	373736	3/13/2025	1,540.00
NATIONAL GRANTS MANA	NGMA MEMBERSHIP FOR RGUTLAY	373743	3/13/2025	174.00
PC SPECIALISTS INC	MISC MIS EQUIPMENT / PD	373752	3/13/2025	71.10

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PC SPECIALISTS INC	MISC MIS EQUIPMENT / PD	373752	3/13/2025	326.73
POLICE AND FIRE PSYC	PRE-EMPLOYMENT PSYCH EVAL	373753	3/13/2025	2,100.00
POLICE AND FIRE PSYC	PRE-EMPLOYMENT PSYCH EVAL	373753	3/13/2025	2,100.00
POLICE AND FIRE PSYC	PRE-EMPLOYMENT PSYCH EVAL	373753	3/13/2025	700.00
SAN DIEGO MIRAMAR CO	TRAINING AOT TUITION FOR LOZANO AND MCGOU	373760	3/13/2025	46.00
SEGAL, MARK	POST TRAINING REIM FOR PLN 4 AOT PRC T3257	373764	3/13/2025	32.00
SIRCHIE ACQUISITION	RFQ #1151 LAB SUPPLIES	373766	3/13/2025	55.47
STAPLES BUSINESS ADV	MOP# 45704 OFFICE SUPPLIES	373775	3/13/2025	494.70
STAPLES BUSINESS ADV	MOP# 45704 OFFICE SUPPLIES	373775	3/13/2025	246.53
STAPLES BUSINESS ADV	CREDIT MEMO	373775	3/13/2025	(246.53)
STAPLES BUSINESS ADV	USB'S	373775	3/13/2025	314.23
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES	373775	3/13/2025	99.72
STAPLES BUSINESS ADV	MOP#45704 OFFICE SUPPLIES / PD	373775	3/13/2025	397.47
STAPLES BUSINESS ADV	MOP#45704 OFFICE SUPPLIES / PD	373775	3/13/2025	183.89
STAPLES BUSINESS ADV	MOP# 45704 OFFICE SUPPLIES	373775	3/13/2025	33.92
STAPLES BUSINESS ADV	MOP# 45704 OFFICE SUPPLIES / PD	373775	3/13/2025	79.76
STAPLES BUSINESS ADV	MOP / OFFICE SUPPLIES / DEPT. PD	373775	3/13/2025	101.28
SYMBOLARTS, LLC	BADGES, BADGE REPAIRS AND PINS FOR FY25	373777	3/13/2025	3,924.69
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE	373781	3/13/2025	1,200.00
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE	373781	3/13/2025	1,200.00
THOMSON REUTERS	INVESTIGATIVE SERVICE FOR DETECTIVES / JAN	373787	3/13/2025	726.55
THOMSON REUTERS	INVESTIGATIVE SERVICE FOR DETECTIVES / FEB	373787	3/13/2025	726.55
TRITECH FORENSICS I	LAB SUPPLIES	373789	3/13/2025	293.52
TRITECH FORENSICS I	EVI-PAQ RIFLE BOX	373789	3/13/2025	147.66
VELAZQUEZ, REYNALDO	REIM: RVELAZQUEZ - HONOR GUARD TRAINING	373791	3/13/2025	389.51
WADSWORTH, MATTHEW	TRAINING REIMBURSEMENT WADWORTH CPATED	373794	3/13/2025	600.67
WILLY'S ELECTRONIC S	ADMIN REMODEL	373799	3/13/2025	39.78
WILLY'S ELECTRONIC S	MOP45763 ADMIN REMODEL / PD	373799	3/13/2025	39.78
WILLY'S ELECTRONIC S	MOP45763 ADMIN REMODEL CONF. RM / PD	373799	3/13/2025	42.41
			Total for Police	**553,196.57**
Risk				
FRANK THOMAS AND THE	THOMAS, FRANK VS. CNC, ET AL.-SETTLEMENT	373669	3/11/2025	16,000.00
US LEGAL SUPPORT INC	GOGUE, III, TOMAS VS. CITY OF NATIONAL CITY, ET	373684	3/11/2025	988.26
MICRONICHE INC	LC MU SI SUPPORT/ANNUAL RENEWAL FEE/03/25-0	373739	3/13/2025	900.00
			Total for Risk	**17,888.26**
			A/P PAYMENTS Total	**1,327,983.65**
EFT PAYMENTS				
HR				
BALLARDO, DAMIAN	ADVANCED DISABILITY PENSION PAYMENT/MAR25	1000152	3/7/2025	4,072.29
			Total for HR	**4,072.29**
			EFT PAYMENTS Total	**4,072.29**
PAYROLL				
	PAY PERIOD 6: 2/18/2025 - 3/3/2025		3/12/2025	1,500,459.74
			PAYROLL Total	**1,500,459.74**
WIRED PAYMENTS				
Eng/PW				
STEWART TITLE GUARAN	PURCHASE AND SALE AGREEMENT FOR APN 557-2	2259	3/12/2025	44,000.00
STEWART TITLE GUARAN	PURCHASE AND SALE AGREEMENT FOR APN 557-2	2259	3/12/2025	122,619.50
			Total for Eng/PW	**166,619.50**

Warrant Register #37
3/7/2025 to 3/13/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Finance				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 02/18/2025 - 03/03/2025	250710173	3/13/2025	364,281.19
			Total for Finance	**364,281.19**
HR				
ADMINSURE INC	WORKERS' COMP ACCT REPLENISHMENT/FEB25	557	3/12/2025	124,186.85
			Total for HR	**124,186.85**
			WIRED PAYMENTS Total	**655,087.54**
P-CARD PAYMENTS				
City Atty				
SAN DIEGO UNION TRIB-SUB	SAN DIEGO UNION TRIB-SUB		2/24/2025	16.00
THE STATE BAR OF CALIFORN	STATE BAR DUES FOR LUTES - PRC APPROVAL 145		2/24/2025	598.00
USPS	USPS PO 0552980950 - TRANS PRO HEARING OFFIC		2/24/2025	12.49
WATER COFFEE DELIVERY	WATER COFFEE DELIVERY		2/24/2025	51.44
WF4STATEBRCA	*SERVICE FEE FOR BAR DUES FOR LUTES - PRC AF		2/24/2025	14.95
			Total for City Atty	**692.88**
City Mgr				
7 ELEVEN	ICE FOR COUNCIL MEETING		2/24/2025	4.11
AMAZON.COM	BOTTLE GLASS DRINK FOR COUNCIL MEETING		2/24/2025	39.14
CIVICALAW	PRC#T3326 SIDEWALK VENDING ENFORCEMENT T(		2/24/2025	60.00
COSTCO WHOLESALE	ORANGES FRUITS FOR BAGEL MONDAY - CULTURE		2/24/2025	53.27
COSTCO WHOLESALE	MONTHLY COFFEE FOR CITY DEPARTMENTS - CUL		2/24/2025	588.00
DELTA HOTEL	HOTEL ROOM FOR YAMANE - MAYORS AND COUNC		2/24/2025	607.10
DELTA HOTEL	HOTEL ROOM FOR JOSE RODRIGUEZ - MAYOR & C		2/24/2025	665.10
DELTA HOTEL	HOTEL ROOM FOR MARTINEZ - MAYOR & COUNCIL		2/24/2025	665.10
DELTA HOTEL	CM MOLINA HOTEL ROOM - NEW MAYORS & COUN(		2/24/2025	734.85
DELTA HOTEL	HOTEL ROOM FOR MAYOR MORRISON - MAYOR & (		2/24/2025	821.85
DELTA HOTEL	HOTEL ROOM FOR DANIEL - MAYOR & COUNCIL AC		2/24/2025	892.17
DELTA HOTEL	HOTEL ROOM FOR BUSH - MAYOR & COUNCIL ACAI		2/24/2025	930.26
EINSTEIN BROS BAGELS	BAGEL FOR THE CITY EMPLOYEE - CULTURE CLUB		2/24/2025	456.39
EL DORADO CLEANERS	TABLE CLOTHES USED FROM CHRISTMAS PARTY -		2/24/2025	(660.00)
EL DORADO CLEANERS	TABLE CLOTHES LAUNDRY USED AT EMPLOYEES (		2/24/2025	660.00
ENTERPRISE RENT A CA	PRC #T3236 ENTERPRISE RENT-A-CAR		2/24/2025	237.62
OGGIS PIZZA & BREWIN	LUNCH - BEN/MAYOR/VICE MAYOR AND COUNCILM		2/24/2025	155.17
PIZZA HUT	PAID CASH TO THIS TRANSACTION		2/24/2025	71.74
SMART & FINAL	CITY COUNCIL MEETING - WATER AND ICE		2/24/2025	20.44
SMART & FINAL	REFRESHMENT FOR BAGEL MONDAY - CULTURE C		2/24/2025	157.13
STARBUCKS	GIFT CARD FOR MARCH BIRTHDAY		2/24/2025	150.00
WASH & GO LAUNDRY INC	TABLE CLOTHES LAUNDRY FRO CHRISTMAS PART'		2/24/2025	114.76
WESTIN HOTELS	PRC #T3236 WESTIN MISSION HOTELS & RESORT		2/24/2025	620.84
			Total for City Mgr	**8,045.04**
Clerk				
NNA SERVICES LLC	NOTARY PUBLIC CLASS		2/24/2025	695.45
			Total for Clerk	**695.45**
Comm Dev				
CIVICALAW	PRC #T3326 SIDEWALK VENDING ENFORCEMENT T		2/24/2025	310.00
CONSTANT CONTACT INC	CONSTANT CONTACT MONTHLY SUBSCRITION		2/24/2025	50.00
FRIENDS OF FRIENDS	MEETING REGARDING HOMEOWNERSHIP OPPORT		2/24/2025	8.56
FRIENDS OF FRIENDS	MEETING REGARDING HOMEOWNERSHIP		2/24/2025	23.75
LEAGUE OF CALIFORNIA	PRC #T3328 PLANNING COMMISSION ACADEMY 202		2/24/2025	2,025.00

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PALOMAR COMM DEV	PALOMAR COMM COLLEGE PC832 COURSE PARKIN		2/24/2025	352.00
SAP CENTER TRAINING	PRC #T3371 SAFETY ASSESSMENT PROGRAM EVAI		2/24/2025	50.00
TECHSMITH	SNAG IT YEARLY SUBCRIPTION		2/24/2025	23.76
			Total for Comm Dev	**2,843.07**
Comm Svcs				
AMAZON.COM	FAB PROGRAMMING SUPPLIES/CSD		2/24/2025	10.76
COSTCO WHOLESALE	OFFICE AND REC. SUPPLIES FOR FAB/CSD PRC#14		2/24/2025	297.30
COSTCO WHOLESALE	OFFICE AND REC. SUPPLIES FOR FAB/CSD PRC#14		2/24/2025	1,659.31
EL DORADO CLEANERS	DRY CLEANING SERVICES FOR CITY LOGO EVENT		2/24/2025	264.00
H MART	CASA PROGRAMMING/CSD		2/24/2025	43.77
ISTOCKPHOTO	ISTOCKPHOTO MONTHLY SUBSCRIPTION/CSD		2/24/2025	40.00
JO-ANN FABRIC	CRAFT SUPPLIES FOR FAB PROGRAMMING/CSD		2/24/2025	73.14
SMART & FINAL	CASA PROGRAMMING SNACKS/CSD		2/24/2025	102.22
SMART & FINAL	COFFEE AND SNACK SUPPLIES FOR FAB/CSD		2/24/2025	143.68
SPOTIFY	MONTHLY SUBSCRIPTION/CSD		2/24/2025	19.99
WASH & GO LAUNDRY	FLUFF AND FOLD SERVICE FOR TABLECLOTHS/CSI		2/24/2025	18.00
			Total for Comm Svcs	**2,672.17**
Council				
COSTCO WHOLESALE	KEURIG COFFEE MACHINE - REPLACEMENT/ CM M(		2/24/2025	144.51
COZINES GROCERY STORE	LUNCH MEETING FOR COUNCIL YAMANE		2/24/2025	13.18
SMART & FINAL	RODRIGUEZ MEETING WITH SENIORS- NUTRITION		2/24/2025	129.41
VALLARTA SUPERMARKETS	FLOWER FOR JOSIE - BUSH		2/24/2025	21.73
VONS	FRESH FLOWER FOR CINDY LOPEZ LAST DAY /BIR		2/24/2025	30.42
WAL-MART	DITAS CERTIFICATE SUPPLIES		2/24/2025	15.81
			Total for Council	**355.06**
Eng/PW				
ARCO	ARCO #42682 AMPM - GAS FOR CITY VEHICLE TO G		2/24/2025	41.42
CTC-VIS	CLEAN TRUCK CHECK - PAYMENT SERVICE FEE F(		2/24/2025	1.86
CTC-VIS	CLEAN TRUCK CHECK - 2025 COMPLIANCE FEE FOI		2/24/2025	62.36
JERSEY MIKE'S	LUNCH FOR M3 MEETING FOR ENG DEPT. FY25		2/24/2025	89.99
SAN DIEGO ITE	SAN DIEGO ITE - LUNCH MEETING PRC# T3347 FOR		2/24/2025	20.00
SMART & FINAL	LUNCH FOR M3 MEETING FY2025		2/24/2025	22.08
VITALCHEK	SAN DIEGO CTY COUNTER VITAL RECORD RECORI		2/24/2025	202.50
			Total for Eng/PW	**440.21**
Fire				
ALPS HOSPITALITY, LLC	HOSPITALITY DEPLOYMENT		2/24/2025	85.34
ALPS HOSPITALITY, LLC	HOSPITALITY DEPLOYMENT		2/24/2025	93.10
ALPS HOSPITALITY, LLC	HOSPITALITY DEPLOYMENT		2/24/2025	93.10
AMAZON.COM	HDMI CABLE		2/24/2025	21.72
AMAZON.COM	MIRRORS		2/24/2025	63.71
AMAZON.COM	GAS ADAPTERS FOR WEBER NEW BBQ		2/24/2025	97.74
AMAZON.COM	LIGHT DRILLS BITS AND TORX BITS		2/24/2025	140.24
AMAZON.COM	ELECTRICAL SUPPLIES FOR APPARATUS		2/24/2025	258.23
APPLEBEES	DINNER DEPLOYMENT		2/24/2025	96.10
AYRES HOTELS	HOTEL FOR FIRE OPERATIONS TECH SUMMIT, PRC		2/24/2025	273.28
AYRES HOTELS	HOTEL FOR FIRE OPERATIONS TECH SUMMIT, PRC		2/24/2025	273.28
CALIFORNIA EMERGENCY SERV	CALIFORNIA EMERGENCY SERVICES ASSOCIATIOI		2/24/2025	599.00
ENTERPRISE RENT A CA	DEPLOYMENT CAR RENTAL		2/24/2025	612.39
ERNST MANUF	SOCKET TRAILS FOR STATION 34		2/24/2025	266.57

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
EXCELLENCE AUTO DETA	TINTED WINDOWS VEHICLE FIRE STATION 34		2/24/2025	349.00
FILIPPIS PIZZA GROT	DINNER DEPLOYMENT		2/24/2025	123.71
FIREHOSEDIRECTCOM	TRAINING SMALL EQUIPMENT		2/24/2025	224.64
FOUR POINTS HOTELS	DEPLOYMENT HOTEL ROOM 1083		2/24/2025	224.68
FOUR POINTS HOTELS	DEPLOYMENT HOTEL ROOM 1083		2/24/2025	224.68
FOUR POINTS HOTELS	DEPLOYMENT HOTEL ROOM 1083		2/24/2025	224.68
FOUR POINTS HOTELS	DEPLOYMENT HOTEL ROOM 1085		2/24/2025	224.68
FOUR POINTS HOTELS	DEPLOYMENT HOTEL ROOM 1085		2/24/2025	224.68
FOUR POINTS HOTELS	DEPLOYMENT HOTEL ROOM 1088		2/24/2025	224.68
IN-N-OUT BURGERS	LUNCH DEPLOYMENT		2/24/2025	23.17
INTERNATIONAL ASSOCI	INT'L ASSO OF FIRE CHIEFS MEMBERSHIP PRC#144		2/24/2025	108.33
MEGLA MANUFACTURING	SHELF REPAIR FIRE STATION 34		2/24/2025	306.25
MIXTILES	MIXTILES STATION UPDATES		2/24/2025	505.89
PHILS BBQ PL RESTAURANT	DINNER DEPLOYMENT		2/24/2025	109.04
QUIZGECKO	BUILING QUIZZES FOR FF TRAINING		2/24/2025	79.00
ROBERTO'S TACO SHOP	TACOS FOR METRO ZONE OPERATIONS MEETING		2/24/2025	99.08
SMART & FINAL	FRUIT FOR HOSTING METRO ZONE OPERATIONS M		2/24/2025	15.99
STARBUCKS	COFFEE FOR METRO ZONE CHIEFS MEETING HOS		2/24/2025	22.00
THE STATE REDLANDS	MEAL FIRE OPERATIONS TECHNOLOGY SUMIT PRC		2/24/2025	44.80
TIAJUANAFOODCOURTMARI	DINNER DEPLOYMENT		2/24/2025	75.04
UPS	SENDING BACK NARCOTICS TO REVERSE PHARM/		2/24/2025	33.66
VITALCHEK	SAN DIEGO COUNTY ASSESOR PARCEL - VITALCHE		2/24/2025	127.50
WAL-MART	ELECTRONIC WIRE FOR COMPUTER SPEAKERS		2/24/2025	9.75
WITMER PUBLIC SAFETY	ACCOUNTABILITY IDENTIFICATION		2/24/2025	146.26
			Total for Fire	**6,724.99**
HR				
ACE PARKING	LCW TRAINING PARKING/JAN25		2/24/2025	20.00
TARGET	EMPLOYEE GIFT CARD		2/24/2025	125.00
			Total for HR	**145.00**
IT				
AMAZON.COM	KN95 MASKS		2/24/2025	65.22
AMAZON.COM	KN95 MASKS		2/24/2025	65.22
AMAZON.COM	JABRA EVOLVE 40 TELEPHONE HEADSET		2/24/2025	115.59
AMAZON.COM	FARGO ID CARD PRINTER COLOR RIBBON		2/24/2025	189.24
BEST BUY	EXTERNAL PORTABLE BACKUP DRIVES		2/24/2025	500.20
ZOOM	ZOOM MONTHLY SUBSCRIPTION		2/24/2025	843.04
			Total for IT	**1,778.51**
Library				
AMAZON.COM	MATERIALS AND SUPPLIES, CD CLEANERS		2/24/2025	54.94
AMAZON.COM	AMAZON- LUNCH AT THE LIBRARY, STEAM SUPPLIE		2/24/2025	56.17
CANVA	CANVA SUBSCRIPTION		2/24/2025	119.99
CAPCUT	ADULT LITERACY GRANT- CAPCUT SUBSCRIPTION		2/24/2025	179.99
WAL-MART	LITERACY SERVICES GRANT- WALMART- CAFE NIG		2/24/2025	44.66
			Total for Library	**455.75**
Police				
AMAZON.COM	MKTP US*I07GV15L3 WOMEN'S PRODUCTS		2/24/2025	22.31
AMAZON.COM	8E3WN29G3 PROFESSIONAL PADFOLIO WITH CLIPI		2/24/2025	30.86
AMAZON.COM	ZC4GR14Y1 CAR CLEANING WIPES		2/24/2025	59.70
AMAZON.COM	Z72Q10Z01 BAMBOO DESK ORGANIZER AND WOME		2/24/2025	115.74

Warrant Register #37
3/7/2025 to 3/13/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
AMAZON.COM	CE7533C03 SUHINE 48 PCS SOCCER PENNY FOR SI		2/24/2025	156.45
AMAZON.COM	ZC4P24UP1 AI VOICE RECORDER, DIGITAL VOICE A		2/24/2025	348.20
ANAHEIM MAJESTIC GRDN HTL	ANAHEIM MAJESTIC GRDN HTL TRAINING LODGINC		2/24/2025	186.49
ANAHEIM MAJESTIC GRDN HTL	ANAHEIM MAJESTIC GRDN HTL TRAINING LODGINC		2/24/2025	186.49
ANAHEIM MAJESTIC GRDN HTL	ANAHEIM MAJESTIC GRDN HTL TRAINING LODGINC		2/24/2025	559.47
ANAHEIM MAJESTIC GRDN HTL	ANAHEIM MAJESTIC GRDN HTL TRAINING LODING I		2/24/2025	850.36
AYRES HOTELS	AYRES HOTEL - ORANGE TRAINING LODGING FOR		2/24/2025	363.23
AYRES HOTELS	AYRES HOTEL - ORANGE TRAINING LODGING FOR		2/24/2025	166.00
CADILLAC BAR LAS VEGAS	GOLDEN NUGGET HOTEL LV TRAINING LODGING D		2/24/2025	92.21
CADILLAC BAR LAS VEGAS	GOLDEN NUGGET HOTEL LV TRAINING LODGING F		2/24/2025	92.21
CAESAR'S HOTEL AND CASINO	CAESAR'S PALACE DEPOSIT TRAINING LODGING D		2/24/2025	(248.53)
CAESAR'S HOTEL AND CASINO	CAESAR'S PALACE DEPOSIT TRAINING LODGING D		2/24/2025	248.53
CATO	CATOTRAINING.ORG TRAINING TUITION FOR LOPE		2/24/2025	325.00
CNOA	CNOA TUITION PROCESSED BY MENDIOLA PRC 335		2/24/2025	295.00
CORBIN	CORBIN TRAINING TUITION FOR BARAJAS PRC T33		2/24/2025	396.00
FEDERAL EXPRESS	FEDEX771872247280 INVEST. DIVISION NCPD CASE		2/24/2025	23.75
HOME DEPOT CREDIT SE	COMPACT JOBS		2/24/2025	148.36
HOME DEPOT CREDIT SE	FLIPTOGGLE		2/24/2025	208.03
HOME DEPOT CREDIT SE	SS SINK		2/24/2025	462.70
INTEGRITY NEWSPAPERS	INTEGRITY NEWSPAPERS INC		2/24/2025	36.95
INTERNATIONAL ASSOC	IACP TRAINING TUITION FOR THE IACP CONFEREN		2/24/2025	500.00
JERSEY MIKE'S	JERSEY MIKES ONLINE UC / LUNCH FOR I.T. INTERV		2/24/2025	49.02
LEGACY RESORT PARKING	LEGACY RESORT PARKING		2/24/2025	15.00
LIFESAVERS CONFERENCE, IN	LIFESAVERS CONFERENCE, TUITION FOR FITCHHC		2/24/2025	1,550.00
MAN K9 INC	MAN-K9 INC TUITION PROCESSED BY MENDIOLA PI		2/24/2025	362.25
NICP INC.	NICP, INC.TRAINING TUITION FOR BARRAGAN AND		2/24/2025	1,250.00
NNA SERVICES LLC	NNA SERVICES LLC TUITION NEW NOTARY FOR ME		2/24/2025	993.45
OFFICE DEPOT	CHAIR		2/24/2025	489.35
OFFICER INVOLVED S	OFFICER INVOLVED S TRAINING TUITION PROCESS		2/24/2025	498.00
PDFFORGE	PDF CREATOR PROFESSIONAL ANNUAL LICENSE F		2/24/2025	192.50
PELOTON	MEMBERSHIP DUES		2/24/2025	44.00
RESIDENCE INN	RESIDENCE INN TRAINING LODGING PRC T3316 FO		2/24/2025	586.79
RESIDENCE INN	RESIDENCE INN TRAINING LODGING PRC T3316 FO		2/24/2025	304.00
SCPSEVEN4ONE	SCPSEVEN4ONE LODGING FOR TRAINING PRC T32		2/24/2025	272.93
SCPSEVEN4ONE	SCPSEVEN4ONE TRAINING LODGING FOR PAUL HE		2/24/2025	406.03
SMALLENGINESPRODEALER	VOLTAGE REGULATOR		2/24/2025	277.86
SOUTHWEST AIRLINES	SOUTHWES 5262307792594 TRAINING TRAVEL RE		2/24/2025	(471.95)
SOUTHWEST AIRLINES	SOUTHWES 5262304106268 TRAINING TRAVEL FO		2/24/2025	316.96
SOUTHWEST AIRLINES	SOUTHWES 5262304101786 TRAINING TRAVEL CP		2/24/2025	351.96
SOUTHWEST AIRLINES	SOUTHWES 5262307792594 TRAINING TRAVEL CA		2/24/2025	471.95
SOUTHWEST AIRLINES	SOUTHWES 5262309822981 TRAINING TRAVEL FO		2/24/2025	596.95
SURVEYMONKEY.COM	SMK*SURVEYMONKEY.COM ANNUAL MEMBERSHIP		2/24/2025	468.00
THE ENGRAVING STORE	BATCH 0468		2/24/2025	74.25
			Total for Police	**14,724.81**
			P-CARD PAYMENTS Total	**39,572.94**
			GRAND TOTAL	**3,527,176.16**

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Walter Amedee, Emergency Manager**
Meeting Date: **Tuesday, May 6, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Public Hearing and Adoption of an Ordinance Amending Chapter 15.29 of the National City Municipal Code Establishing a Fire Inspection Program.

RECOMMENDATION:
Hold Public Hearing and Adopt an Ordinance by Second 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.

Conclusion

The City Council held a public hearing at their meeting of April 1, 2025, and introduced the Ordinance. The City Council voted 4-1 in favor of approving the Introduction of the Ordinance. Staff is recommending adoption of the Ordinance tonight. The Code Amendment would then take effect 30 days from the date of adoption.

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:
Second Reading and Adoption

EXHIBITS:
Exhibit A - Ordinance
Exhibit B – NCMC Chapter 15.29 – Fire Inspection (Clean)

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 ANNUAL AND BIENNIAL FIRE INSPECTION PROGRAM AS WELL AS A SELF-INSPECTION PROGRAM FOR LOW-RISK COMMERICAL 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 follows; 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 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 Attachment 1 attached to this Ordinance.

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 passage and adoption of this Resolution and enter it into the book of original Resolutions

INTRODUCTED 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 6th day of May, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

Chapter 15.29 FIRE INSPECTIONS

15.29.010 Purpose.

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. 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.

15.29.020 Definitions.

Whenever in this chapter the following terms are used, they shall be deemed and construed to have the meaning ascribed to such respective terms in this section.

A. "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 – includes among others, the use of a building or structure, or a portion thereof, for storage that is not classified as a hazardous occupancy.

"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.

15.29.030 Annual Fire Inspections.

A. Pursuant to state law, all hotels, motels, lodging houses, apartment houses (multi-family), schools (public and private), hospitals, jails, and high-rises, shall be inspected annually by the Community Risk Reduction Division (California Health & Safety Code Sections 17621 (b), 13146.3, 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.

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.

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.

To enhance fire safety compliance, building occupancies that 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, exits are clear, and storage is properly maintained around fire protection equipment. Self-inspection forms will be mailed to the business annually. 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.

AGENDA REPORT

Department: **Engineering**
Prepared by: **Ricardo Rodriguez, Assistant Engineer-Civil**
Meeting Date: **Tuesday, May 6, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Public Hearing and Introduction of an Ordinance of the City Council of the City of National City, Repealing Ordinance No. 2023-2521 and Adopting an Ordinance Establishing Sewer Service Charges for FY 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030.

RECOMMENDATION:
Hold Public Hearing, Consider and Count the Number of Protest Votes Received, and Introduce Ordinance Titled, "An Ordinance of the City Council of the City of National City, California, Repealing Ordinance No. 2017-2442, as Amended by Ordinance No. 2023-2521, and Adopting an Ordinance Establishing Sewer Service Charges for Fiscal Years 2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On March 4, 2025, The City Council adopted Resolution 2025-21 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." The Notice of Public Hearing was mailed out with a public hearing date of May 6, 2025 at 6:00 pm.

The City of National City provides wastewater service to more than 17,000 customers within the incorporated area of the City. The City owns and operates approximately 100 miles of sewer pipeline, 2,000 manholes, and 2 lift stations. With this municipal sewer system, the City collects and conveys wastewater flows originating from residential and commercial properties within the City, and connects to the City of San Diego Metropolitan Wastewater System (Metro) to ultimately arrive at San Diego's Point Loma Treatment Plant for treatment and disposal. The City endeavors to operate the sewage system in a safe and efficient manner while meeting the needs of its customers as well as all State and Federal regulatory requirements. These include, but are not limited to, State Wastewater Discharge Requirements (WDRs), imposed by the California State Water Resources Control Board (SWRCB), and others by the U.S. Environmental Protection Agency (US EPA). Complying with these regulations and resulting mandates creates a large share of the cost burden on the City's system.

In order to confirm that the revenue received by the City in the form of sewer service charges is sufficient to cover the cost of operation and capital improvements, as well as meet the target reserve level, on a regular basis it must evaluate the need to increase rates by conducting a Sewer Rate Study. Pursuant to Proposition 218, the City must hold a Public Hearing to receive input as it considers a rate adjustment for sewer service charges to National City residences and

businesses. The Notice of Public Hearing that was mailed out to all property owners who receive sewer service from the City on March 12, 2025 is included as Exhibit A.

On December 19, 2017, the City Council adopted Ordinance No. 2017-2442, following the Proposition 218 process, establishing sewer service charges for 5 years from Fiscal Year (FY) 2018 (2017-2018) through FY 2023. The service charges included increases of 9.8% for each of those years with the anticipation that the financial picture of the wastewater system for the City would stabilize during that time. The actual revenues received from the projected rates matched the model well and costs experienced during this time were also similar. The City Council then adopted Ordinance No. 2023-2521 on June 6, 2023, which amended Ordinance No. 2017-2442 and maintained the sewer service charges at the same level with no increase for FY 2024 and FY 2025. This was done via a public hearing without Prop. 218 noticing since there were no increases adopted.

In the Fall of 2024, the City hired Ardurra Group, Inc. (Ardurra) as a subconsultant to Anser Advisory to complete a full Sewer Rate Study report through a review of expected revenue and expenditures for the next five fiscal years. Ardurra completed the assessment and the full report is included in Exhibit B. Further background on the City's agreement with Metro for treatment and disposal is provided there.

The report identified the following key elements based on system needs that impact the analysis and determination of rates:

1. While the City's current reserves may seem high compared to required reserve levels, the City has many costs that will occur over the next few years. They include some items that have certainty in cost and some for which the final fiscal impact is still unknown, such as:
    a. Final Audited and true up Metro costs for the past 4 years have not yet been completed while the actual known costs of the Pure Water Phase I have increased.
    b. The final negotiations of the Second Amended and Restated Metro agreement have not happened and thus the final costs due to Phase I Pure Water Program and the offloading of the system from the East County Joint Power Authority's Advanced Purified Water program are not yet known. Pure Water Phase 2 is just beginning the planning phase and final costs are uncertain.
    c. Final Metro costs for several of their sewer spills over the past 2 years have not yet been negotiated and finalized.
2. Inflation is affecting the City's Capital Improvement Program (CIP) costs. Construction costs are still vastly outpacing inflation.
3. Significant CIPs have been identified through recent sewer system modeling and investigation.
4. The City is undertaking a comprehensive CCTV evaluation of the pipes in the system. This may identify other improvements needed in the aging system.
5. Small rate increases will help revenue keep up with inflation while a focus on CIP projects will draw down reserves.
6. Government Code section 53756 allows an agency providing water, wastewater, sewer, or refuse collection service to adopt a schedule of fees or charges authorizing automatic adjustments that pass-through increases in wholesale charges for water, sewage treatment, or wastewater treatment or adjustments for inflation. Given the uncertainty of the costs to be incurred from the City of San Diego, adopting a pass-through ordinance as part of the rates is recommended. This allows an adjustment if the costs from Metro are more than what is currently anticipated.

While no significant changes have occurred in the flow characteristics and distribution of flows or billing classifications in the past 7 years, some minor changes have occurred. It has been determined that mobile home rates should not increase as much as single family rates as their

water use has dropped more than for single family properties, and commercial rates should be increased more than residential rates to keep the proportion of the fees appropriate over time due to the increased costs of treatment for the effluent generated by commercial properties.

The City's sewer utility was evaluated on a 'stand-alone' basis, meaning that no subsidies by other City funds occur in order to cover the costs of running the system. By viewing the utility on a stand-alone basis, the need to adequately fund both operations and maintenance (O&M) and CIP must be balanced against the rate impacts on utility customers. The sewer system utility does pay other departments for shared resources that provide administrative support.

The City is still developing the details of the five-year CIP, but the estimates included in the rate study are based upon existing information with a projection for future needs.

The largest component of the City of National City's revenue requirement is the cost associated with transportation, treatment and disposal of the City's wastewater by the Metro facilities. A summary of the projected City collection system O&M, CIP and Metro expenses compared to proposed sewer rates is included in the rate study and summarized in the charts below.

Based on cost of service and projected revenue requirements, the City proposes new sewer service charges. The following table shows the recommended monthly and unit charges in dollars and compares them to existing charges:

Annual Sewer Service Charges for FY 2025-2026 to FY 2029-2030

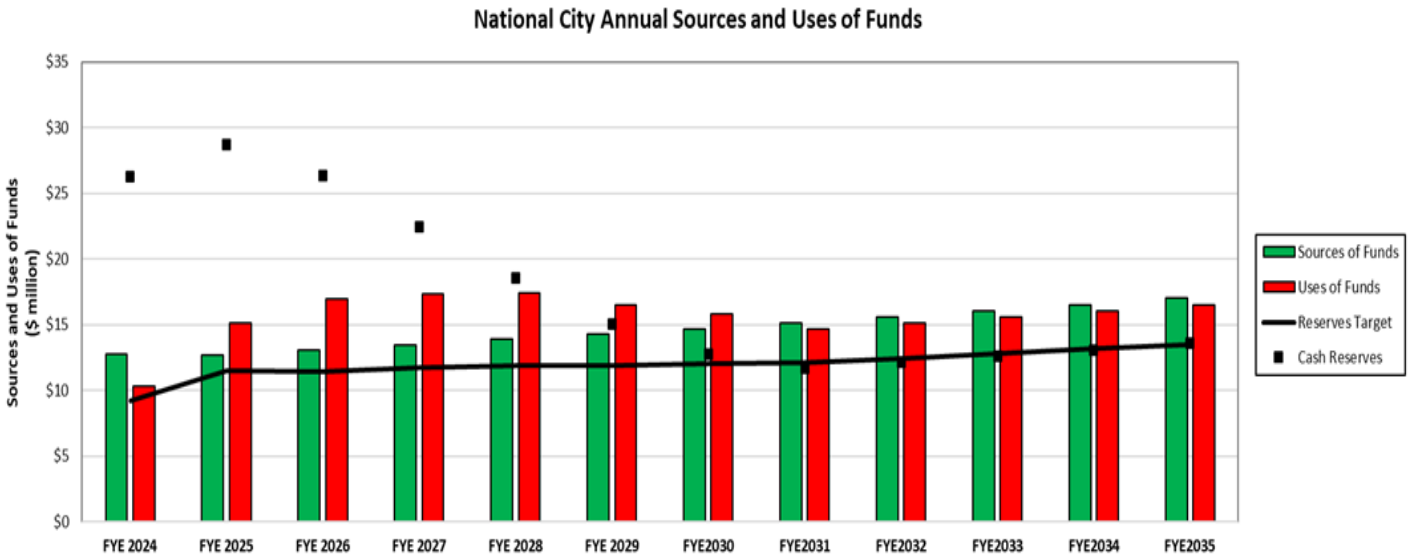
	EXISTING 2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Residential: $ Per Month						
Single Family	$ 51.18	$ 52.72	$ 54.30	$ 55.93	$ 57.60	$ 59.33
Multi-family/Condo	$ 39.92	$ 41.12	$ 42.35	$ 43.62	$ 44.93	$ 46.28
Mobile Homes	$ 31.22	$ 31.53	$ 31.85	$ 32.17	$ 32.49	$ 32.81
Non-Residential: $ Per HCF						
Commercial - Low	$ 5.25	$ 5.67	$ 6.12	$ 6.61	$ 7.14	$ 7.71
Commercial - Medium Low	$ 5.66	$ 6.06	$ 6.48	$ 6.93	$ 7.42	$ 7.94
Commercial - Medium	$ 6.80	$ 7.28	$ 7.79	$ 8.33	$ 8.91	$ 9.54
Commercial - Medium High	$ 7.95	$ 8.43	$ 8.93	$ 9.47	$ 10.04	$ 10.64
Commercial - High	$ 9.88	$ 10.42	$ 11.00	$ 11.60	$ 12.24	$ 12.91

* Duplexes or a single family with a single ADU on one property are charged one single family rate and one multi-family rate.

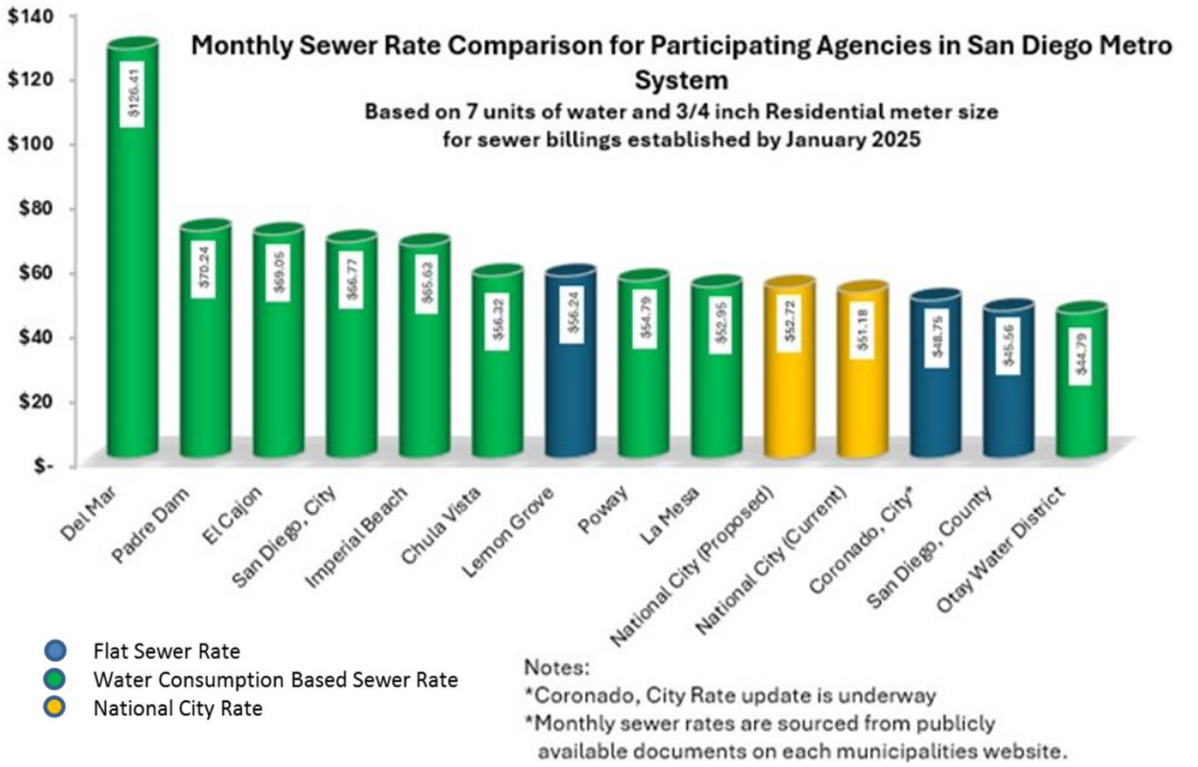
The recommended rate increases, on a percentage basis, are as follows:

Recommended Percentage Rate Revenue Adjustments					
Fiscal Year	FYE2026	FYE2027	FYE2028	FYE2029	FYE2030
Effective Month	July	July	July	July	July
Residential:					
Single Family	3%	3%	3%	3%	3%
Multi-family/Condo	3%	3%	3%	3%	3%
Mobile Homes	1%	1%	1%	1%	1%
Non-Residential:					
Commercial - Low	8%	8%	8%	8%	8%
Commercial - Medium Low	7%	7%	7%	7%	7%
Commercial - Medium	7%	7%	7%	7%	7%
Commercial - Medium High	6%	6%	6%	6%	6%
Commercial - High	5.5%	5.5%	5.5%	5.5%	5.5%

The following chart presents a long-term forecast of revenues versus expenditures and reserves. The intent is to provide the potential financial picture of the Sewer Service Fund over the next 10 years based upon the inclusion of proposed sewer rate increases (revenues), total expenses, and operational & Capital Reserves. The rate study is only for five years, but it shows the need to have the rates gradually increased while reserves are drawn down, otherwise the rate increases would be substantial in future years to catch up. The forecast in the second five-year period is with rates and inflation generally being consistent, but show a matching of the cash reserves and the reserve targets with reduced system CIP needs.



The following chart represents a monthly sewer rate comparison for other Participating Agencies of the San Diego Metro system before and after the FYE 2026 proposed rate increase. With the rate increase for FYE 2026, National City would still be among the lowest sewer rates.



For the recommendation that the City consider implementing a pass through of inflation and City of San Diego wastewater treatment costs, the rates being adopted are in conformance with Government Code section 53756. It specifically reads as follows:

> An agency providing water, wastewater, sewer, or refuse collection service may adopt a schedule of fees or charges authorizing automatic adjustments that pass through increases in wholesale charges for water, sewage treatment, or wastewater treatment or adjustments for inflation, if it complies with all of the following:
>
> (a) It adopts the schedule of fees or charges for a property-related service for a period not to exceed five years pursuant to Section 53755.
> (b) The schedule of fees or charges may include a schedule of adjustments, including a clearly defined formula for adjusting for inflation. Any inflation adjustment to a fee or charge for a property-related service shall not exceed the cost of providing that service.
> (c) The schedule of fees or charges for an agency that purchases wholesale water, sewage treatment, or wastewater treatment from a public agency may provide for automatic adjustments that pass through the adopted increases or decreases in the wholesale charges for water, sewage treatment, or wastewater treatment established by the other agency.
> (d) Notice of any adjustment pursuant to the schedule shall be given pursuant to subdivision (a) of Section 53755, not less than 30 days before the effective date of the adjustment.

The recommended fees are in compliance with the above statute in that they are established for not more than five years, the fees are based on an assumption that the Consumer Price Index inflation rate for San Diego does not increase more than 3% per year for each year of the rate study, and the City does pay wholesale costs to the City of San Diego for wastewater treatment. Therefore, the ordinance does include a reference to the above statute that, if necessary, allows for the City to pass through any increases for inflation or treatment above what is included in the rate study.

The City did receive comments and protest votes as part of the noticing process. One comment received did note that the rate study report referenced Best Management Practices (BMP's) established by the State of California on page 3-6. That reference instead should be to the State of California's Waste Discharge Requirements (WDR's) that require that the City have a source of revenue to allow for the appropriate maintenance of the City's wastewater system. This administrative, non-substantive clarification does not result in any changes to the rates developed and does not require a revised report.

In summary, staff recommends that Council hold a public hearing, receive public comment and count any protests received and if a majority of protests are not received, approve the Ordinance. If authorized to continue, a second public hearing and recommendation to adopt the Ordinance will be held on May 20, 2025.

FINANCIAL STATEMENT:
Increasing the existing sewer fees for Fiscal Years 2025-2026 to 2029-2030 will maintain the reserve levels set by the City Council and allow for the on-going maintenance, operation, and repair/replacement of the sewer system.

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

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

PUBLIC NOTIFICATION:
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 – Notice of Public Hearing
Exhibit B – Sewer Rate Study
Exhibit C – Ordinance

NOTICE OF PUBLIC HEARING

To Consider Proposed adjustments to Sewer Service Charges

Tuesday, May 6, 2025, 6:00 p.m.

Proposition 218

Pursuant to Article XIIID of the California Constitution and the Proposition 218 Omnibus Implementation, the City of National City ("City") hereby gives notice that a public hearing will be held on May 6, 2025 at 6:00 PM, or as soon as possible thereafter as the matter can be heard, at the regularly scheduled City Council meeting. The public hearing will be held in the Council Chamber of City Hall, located at 1243 National City Boulevard, National City, California, 91950.

Upon conclusion of the public hearing, the City Council will consider a proposed increase to the rates the City charges for sewer service for Fiscal Years 2025/26 through 2029/30. If approved, the rate adjustment will become effective on customers' 2025/26 property tax bills. For more detailed information on how the sewer rates were calculated, copies of the Ardurra rate study analysis (see below) are available at http://www.nationalcitvca.gov/engneerinpublic-works/engineering-division/sewer-service or at the Engineering/Public Works Department, located at 1243 National City Boulevard, National City, California, 91950, Telephone No. (619)-336-4380.

Reason for Proposed Rate Increase

The City is provided wastewater treatment and disposal services by the City of San Diego's Metropolitan Wastewater System ("Metro"). The proposed rate adjustments will allow the City to collect sufficient revenue so the City may continue providing sewer service to customers in the face of sharply increasing operating costs from Metro. The proposed rate adjustments will also enable the City to pay for capital improvements that are essential for operating the sewer system in a safe and financially prudent manner. The City's system is aging and requires more extensive maintenance. Revenues derived from the City's sewer service charges, and any adopted adjustments described in this notice, will be used solely for the actual and necessary expenses of providing sewer service to customers. The City is prohibited by law from making a profit on sewer service.

The City elected to conduct a comprehensive review of its sewer rates for all users to ensure the long-term stability of its sewer services. The new proposed rate increases are based on a January 28, 2025 rate study titled "City of National City Sewer Rate Study" (the "Study") conducted by Ardurra, a well-respected engineering and consulting firm. Ardurra considered all sewer-related factors described in this notice, in addition to other, more specific information described in the Study, in conducting their sewer rate analysis. The Study's underlying rate methodology will be discussed in more detail at the public hearing.

Protest Procedure

The property owner of record or tenant of the property may file a written protest to the proposed rate adjustment. Property owners or tenants do not have to attend the public hearing in order to file a protest. Protests may be mailed to: City Clerk, 1243 National City Boulevard, National City,

California 91950. If protesting by mail, please write on the front of the envelope that the enclosed letter of protest is for the proposed sewer rate adjustments. AII protests must be received before the close of the public comment portion of the public hearing on May 6, 2025. Any protests received after that date and time, even if postmarked on or prior to that date, will not be counted.

The protest must be signed by the property owner(s) or tenant(s). Because an original signature is required, any protest received via e-mail, fax, or other electronic means will not be accepted. Similarly, protests with copies of signatures will not be counted. Oral comments do not qualify as a protest, unless accompanied by a written protest. While both property owners and tenants of a property may attend the public hearing, only one valid protest per parcel will be counted.

In order to be counted, each protest must contain the following:

1. State that the property owner of record is opposed to the proposed rate increase.
2. Identify the location of the parcel by street address, assessor's parcel number (APN) listed on the address label of your envelope, or City account number.
3. Provide the printed name and original signature of the property owner or tenant submitting the protest.
4. If you wish to protest and you own multiple properties, you may file one valid protest for each parcel that you own. Only one protest will be counted per parcel. For example, if you own five parcels and you wish to file protests for each of your properties, you must file five separate protests.
5. If you wish to protest and your parcel is owned by more than one person, or by a corporation or other legal entity, you may only file one protest for that parcel. Proper documentation must be provided showing that the person who signs the protest has the authority to sign on behalf of the other owners, corporation, or legal entity.
6. If the name of the property owner was not shown on San Diego County's last equalized assessment roll as the owner of record, you must provide the City with a certified copy of a recorded deed.

Individuals with disabilities who require reasonable accommodation under the Americans with Disabilities Act in order to participate in the public hearing should contact the City Clerk's Office as far in advance of the public hearing as possible.

Proposed Increases

The City last adjusted sewer service charges in FY 2017 for a five year period ending in FY 2023. The Study showed that, over the next five years, current sewer service revenues will not meet the increasing cost of City operating and capital expenses. The City's system of sewer service charges meets regulatory and industry standards, and the current rate schedule reflects the proper elements of a cost-of-service-based rate structure. No structural changes to the current system of charges will be made, but rate increases are different for different customer classes to maintain the correct balance of the cost-of-service.

Based upon the Study, rate increases will be considered for each of the City's four distinct sewer customer groups: (1) single-family residential; (2) multi-family; (3) mobile home parks; and (4) commercial/industrial. The City maintains a specific sewer charge formula for each of

these four customer groups. Single family, multi-family, and mobile home customers are billed flat rates based on a system of equivalent dwelling units established for each of these three customer groups. Commercial/industrial users are placed into one of five rate categories based on (1) their respective sewage strengths, and (2) 90% of the users' total water usage from the prior year.

The following rate table contains the recommended sewer service charges that the City Council will consider for adoption at the public hearing:

	EXISTING 2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Residential: $ Per Month						
Single Family	$ 51.18	$ 52.72	$ 54.30	$ 55.93	$ 57.60	$ 59.33
Multi-family/Condo	$ 39.92	$ 41.12	$ 42.35	$ 43.62	$ 44.93	$ 46.28
Mobile Homes	$ 31.22	$ 31.53	$ 31.85	$ 32.17	$ 32.49	$ 32.81
Non-Residential: $ Per HCF						
Commercial - Low	$ 5.25	$ 5.67	$ 6.12	$ 6.61	$ 7.14	$ 7.71
Commercial - Medium Low	$ 5.66	$ 6.06	$ 6.48	$ 6.93	$ 7.42	$ 7.94
Commercial - Medium	$ 6.80	$ 7.28	$ 7.79	$ 8.33	$ 8.91	$ 9.54
Commercial - Medium High	$ 7.95	$ 8.43	$ 8.93	$ 9.47	$ 10.04	$ 10.64
Commercial - High	$ 9.88	$ 10.42	$ 11.00	$ 11.60	$ 12.24	$ 12.91

*Commercial properties have an annual minimum charge which is equivalent to the mobile home annual charge. Duplexes or a single ADU with a single family on a property are charged one single family rate and one multi-family rate.

Pass-Through Costs

The above-proposed rate table is based, in part, on projections provided by Metro, which provides treatment for all of the City's sewage. State law allows the City to pass through to customers any increases to wholesale treatment costs that exceed the budgeted amounts for those services in the rate study. In the event of any adopted increase of such wholesale costs, the City may automatically adjust the rate table above and will provide customers at least 30 days' notice before the effective date of any adjustment.

If you have any questions about this process, or this notice in general, please contact the Engineering / Public Works Department at (619)-336-4380.

CITY OF NATIONAL CITY

NOTICE AND SUMMARY OF INTENT TO ADOPT PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that the City Clerk of the City of National City is in receipt of a written rate study analyzing residential and non-residential annual sewer service charges for the next five years, 2025-2030, with 3% increases each year. The report may be viewed at the City Clerk's Office, 1243 National City Blvd., during normal business hours.

NOTICE IS FURTHER GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, May 6, 2025**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California:

> **TO CONSIDER PUBLIC HEARING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY TO INCREASE THE WASTEWATER RATES BEGINNING IN FISCAL YEAR 2025-2026 THROUGH FISCAL YEAR 2029-2030. AFTER SUCH HEARING, THE CITY COUNCIL MAY ADOPT, REVISE, CHANGE, REDUCE OR MODIFY ANY CHARGE OR OVERRULE ANY AND ALL OBJECTIONS AND MAKE A FINAL DETERMINATION UPON EACH CHARGE DESCRIBED IN THE REPORT AND CONSIDER FINAL ADOPTION OF SAID REPORT.**

The City Council will have the Second reading of this ordinance wherein they will consider its adoption at its Regular Meeting to be held on Tuesday, May 20, 2025 at 6:00 p.m. via LIVE WEBCAST in the City Council Chamber, 1243 National City Boulevard, National City, California. **Written comments or testimony from the public must be submitted via e-mail to publiccomment@nationalcityca.gov by 2:00 P.M. on the day of the City Council Meeting.**

A full text copy of the proposed ordinance, and Regular Online Meeting of the City Council, will be webcast and archived on the City's website at: www.nationalcityca.gov.

Shelley Chapel, MMC, City Clerk
Published in the Star News March 21 and April 25, 2025

City of National City

Sewer Rate Study

January 2025

Submitted to:
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Submitted By:
Ardurra
9665 Chesapeake Drive, Suite 230
San Diego, CA 92123
858.842.6978

Table of Contents

Table of Contents i

Appendicies ii

List of Abbreviations iii

Section 1 EXECUTIVE SUMMARY **1-1**

1.1 FINDINGS 1-1
1.2 RECOMMENDATIONS 1-3

Section 2 INTRODUCTION **2-1**

2.1 BACKGROUND: CITY OF NATIONAL CITY 2-1
2.2 BACKGROUND: CITY OF SAN DIEGO METROPOLITAN SEWAGE TREATMENT SYSTEM 2-2
2.3 RATE STUDY SUMMARY 2-3

Section 3 WASTEWATER RATE STUDY **3-1**

3.1 OVERVIEW OF THE SEWER SERVICE CHARGE UPDATE PROCESS 3-1

List of Figures

Figure 1-1 National City Annual Sources and Uses of Funds vs Cash Reserve and Reserve Targets 1-3
Figure 1-2 Metro Member Agencies Sewer Rates Comparison 1-5
Figure 2-1 Sewer Rate Comparison for Participating Agencies in San Diego Metro System. 2-3
Figure 3-1 Overview of the Comprehensive Rate Study Analysis 3-1
Figure 3-2 Major Cost Components of City of National City's FY 2026 Revenue Requirements 3-3
Figure 3-3 National City Annual Sources and Uses of Funds vs Cash Reserve and Reserve Targets 3-5
Figure 3-4 Components of FY 2026 Single Family Monthly Rate 3-8
Figure 3-5 Metro Member Agencies Sewer Rate Comparison 3-9

List of Tables

Table 1-1 Sewer Service Fund Long Range Plan without Revenue Adjustments (Status Quo) 1-2
Table 1-2 Recommended Annual Revenue Adjustment 1-3
Table 1-3 Sewer Service Fund Long Range Plan with Recommended Revenue Adjustment 1-4
Table 1-4 Recommended Annual Sewer Service Charges 1-4
Table 3-1 City of National City Revenue Requirements 3-2
Table 3-2 City of National City Long Range Financial Plan 3-4
Table 3-3 Summary of Current Users and Estimated Sewer Flow 3-5
Table 3-4 Proposed Percentage Increase in rates 3-7

Table 3-5 Comparison of Current Versus Proposed Sewer User Rates.....3-8

Appendices

Appendix A Rate Model

List of Abbreviations

AWWA	American Water Works Association
BMP	Best Management Practices as Prescribed by the State of California
BOD	Biochemical Oxygen Demand – A Measure of Sewage Strength
CCTV	Closed-Circuit Television
CIP	Capital Improvement Program or Plan
EDU	Equivalent Dwelling Unit
ENR-CCI	Engineering News Record Construction Cost Index
FY	Fiscal Year Ending June 30
FYE	Fiscal Year Ending June 30
GPD	Gallons per Day
HCF	Hundred Cubic Feet
Metro	City of San Diego Metropolitan Wastewater System
mg/l	Milligrams per Liter
O&M	Operations and Maintenance
PA	Participating Agency in the San Diego Metro System
TSS	Total Suspended Solids – A Measure of Sewage Strength
US EPA	U.S. Environmental Protection Agency

Section 1
EXECUTIVE SUMMARY

This report was prepared for the City of National City (City) to document the development of a wastewater multi-year financial plan, cost of service analysis, and rate design for the City (rate case). The specific goals of the study were to:

- Evaluate the adequacy of projected revenues under existing sewer service charges to meet projected revenue requirements;
- Develop a wastewater cost of service and rate model for the City covering a five-year study (Fiscal Year 2025-2026 (FY 2026) through Fiscal Year 2029-2030 (FY2030)) period for both ongoing operations and planned capital improvements;
- Allocate the projected fiscal years revenue requirements to the various customer classes in accordance with the proportionate share of their wastewater contributions;
- Develop a five-year sewer service charge program that produces revenues adequate to meet financial needs of the City for both their required funding of the transportation & treatment of wastewater by the City of San Diego's Metropolitan Wastewater System (Metro) including the city' share of the Pure Water Program and the City's operations and capital needs, while recognizing customer costs of service, and local and state legal and policy considerations such as California Constitution Articles XIII C and D (Proposition 218), and Proposition 26; and
- Recommend appropriate reserve levels for operations and capital needs

1.1 FINDINGS

During the course of our analysis in relation to the specific goals of the study we made the following findings:

1. The City of National City last adjusted the sewer service charges in FY 2017.
2. Wastewater service charge revenues at current levels will not be sufficient over the next five years to meet the increasing cost of City operating and capital expenses without negatively affecting fund balance levels[1]. **Table 1-1** on the next page illustrates the projected financial picture without recommended sewer service charge adjustments. While the fund has reserves, the costs of services are rising and

[1] The term "fund balance" refers to the remaining amounts available after short-term liabilities (monies owed) are paid off with the agency's available cash and other financial resources (such as receivables). The fund balance includes reserved and unreserved components. For the purposes of this Study, this term refers to "available cash excluding reserved monies" and the term "fund" refers to the account in which monies reside for operating or capital expenditures, specifically known as the Sewer Service Fund.

large increases to rates would be necessary in the future if incremental increases are not enacted now. Furthermore, with the capital projects anticipated to be constructed in the coming years, the reserve balance would fall below the target level by FY 2030.

Table 1-1 – Sewer Service Fund Long Range Plan without Revenue Adjustments (Status Quo)

		FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE2030
1	**Beginning Balance**	$ 26,281,997.00	$ 28,756,558.35	$ 26,791,579.84	$ 22,575,621.10	$ 18,013,786.70	$ 13,353,056.22	$ 11,590,307.12
2	**Revenue:**							
3	Interest earnings	553,250.04	$ 553,250.04	$ 553,250.04	$ 553,250.04	$ 553,250.04	$ 553,250.04	$ 553,250.04
4	User Fees	12,236,587.81	$ 12,236,587.81	$ 12,236,587.81	$ 12,236,587.81	$ 12,236,587.81	$ 12,236,587.81	$ 12,236,587.81
5	***Total Revenue***	$ 12,789,837.85	$ 12,789,837.85	$ 12,789,837.85	$ 12,789,837.85	$ 12,789,837.85	$ 12,789,837.85	$ 12,789,837.85
6	**Operations Expenses:**							
7	Collection System Maintenance	$ 1,788,999.71	$ 4,103,143.00	$ 3,057,516.59	$ 3,151,043.85	$ 3,247,521.07	$ 3,347,048.28	$ 3,449,729.43
8	Metro and JPA cost	$ 6,928,614.20	$ 7,651,673.36	$ 7,948,280.00	$ 8,200,628.40	$ 8,203,047.25	$ 8,205,538.67	$ 8,378,104.83
9	**Total Operations Expenses**	8,717,613.91	$ 11,754,816.36	$ 11,005,796.59	$ 11,351,672.25	$ 11,450,568.32	$ 11,552,586.95	$ 11,827,834.26
10	**Capital Improvement Program:**							
11	Collection System CIP	$ 1,597,662.59	$ 3,000,000.00	$ 6,000,000.00	$ 6,000,000.00	$ 6,000,000.00	$ 3,000,000.00	$ 3,000,000.00
							$ -	
12	***Total Expenses***	$ 10,315,276.50	$ 14,754,816.36	$ 17,005,796.59	$ 17,351,672.25	$ 17,450,568.32	$ 14,552,586.95	$ 14,827,834.26
13	**Fund Balance Prior to Reserves**	**$ 28,756,558.35**	**$ 26,791,579.84**	**$ 22,575,621.10**	**$ 18,013,786.70**	**$ 13,353,056.22**	**$ 11,590,307.12**	**$ 9,552,310.71**
14	**Reserve Targets:**							
15	Operations/Cash Flow	$ 4,358,806.96	$ 5,877,408.18	$ 5,502,898.30	$ 5,675,836.13	$ 5,725,284.16	$ 5,776,293.48	$ 5,913,917.13
16	Metro Cash Flow							
17	Emergency/Nat. Disaster							
18	Capital Expansion Reserve	$ 464,304.80	$ 601,640.16	$ 865,311.16	$ 1,259,766.26	$ 1,659,766.26	$ 2,259,766.26	$ 2,400,000.00
19	Capital Replacement Reserve	$ 464,304.80	$ 601,640.16	$ 865,311.16	$ 1,259,766.26	$ 1,659,766.26	$ 2,259,766.26	$ 2,400,000.00
20	**Total Recommended Reserves**	$ 5,287,416.56	$ 7,080,688.50	$ 7,233,520.61	$ 8,195,368.64	$ 9,044,816.68	$ 10,295,825.99	$ 10,713,917.13
21	**Fund Balance Over/(Under) Target**	$ 23,469,141.80	$ 19,710,891.34	$ 15,342,100.49	$ 9,818,418.05	$ 4,308,239.54	$ 1,294,481.13	$ (1,161,606.42)
22	**(Use)/Replacement of Reserves**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

3. The City's formal reserve policy for their operations or capital funds should be updated.
4. The City currently does not have a mechanism to pass through wholesale treatment costs from the City of San Diego to customers should those costs rise beyond projections in the cost of service model, or beyond future year projections.
5. The City has an adequate system of sewer service charges to meet regulatory and industry standards, and their current rate schedule reflect the proper elements of a cost of service based rate structure. Thus, we are not recommending any structural changes to the current system of charges, but the increases are not equivalent across customer classes.
6. The City's capacity charge for new development has not been updated in many years. The City will be evaluating and determining how those charges should change as a separate process in the near future.

1.2 RECOMMENDATIONS

The following lists Ardurra's recommendations to address the findings listed above:

1. Per the cost-of-service analysis contained within this report, Ardurra recommends City wastewater service charges be adjusted to reflect current costs of providing sewer service to customers within the City. This recommendation includes adjusting total revenue from rates in FY 2026 and ending in FY 2030 as shown in **Table 1-2**. Based on the cost-of-service analysis, revenue adjustments per customer class do vary.

Table 1-2 – Recommended Annual Revenue Adjustment

User Class	2026	%	2027	%	2028	%	2029	%	2030	%
Residential: $ Per Month										
Single Family	$ 52.72	3%	$ 54.30	3%	$ 55.93	3%	$ 57.60	3%	$ 59.33	3%
Multi-family/Condo	$ 41.12	3%	$ 42.35	3%	$ 43.62	3%	$ 44.93	3%	$ 46.28	3%
Mobile Homes	$ 31.53	1%	$ 31.85	1%	$ 32.17	1%	$ 32.49	1%	$ 32.81	1%
Non-Residential: $ Per HCF										
Commercial - Low	$ 5.67	8%	$ 6.12	8%	$ 6.61	8%	$ 7.14	8%	$ 7.71	8%
Commercial - Medium Low	$ 6.06	7%	$ 6.48	7%	$ 6.93	7%	$ 7.42	7%	$ 7.94	7%
Commercial - Medium	$ 7.28	7%	$ 7.79	7%	$ 8.33	7%	$ 8.91	7%	$ 9.54	7%
Commercial - Medium High	$ 8.43	6%	$ 8.93	6%	$ 9.47	6%	$ 10.04	6%	$ 10.64	6%
Commercial - High	$ 10.42	5.5%	$ 11.00	5.5%	$ 11.60	5.5%	$ 12.24	5.5%	$ 12.91	5.5%

Should the City approve these rate adjustments, the projected financial picture of the City will draw down reserves, while increasing user fees at a nominal rate. While FY 2030 is nominally under target for the fund balance, a 10 year look forward has the fund only dipping below the balance for just the one year and the City should monitor both revenue and expenditures over the study period to assure it stays on track. This is presented in graphic format with Figure 1-1 and all of the detailed numbers in 1-3. Figure 1-1 includes projections to 2035 showing the projections stabilize with these increases. However, any projection beyond 5 years includes many assumptions that may or may not be accurate.

Figure 1-1 National City Annual Sources and Uses of Funds vs. Cash Reserves and Reserves Targets

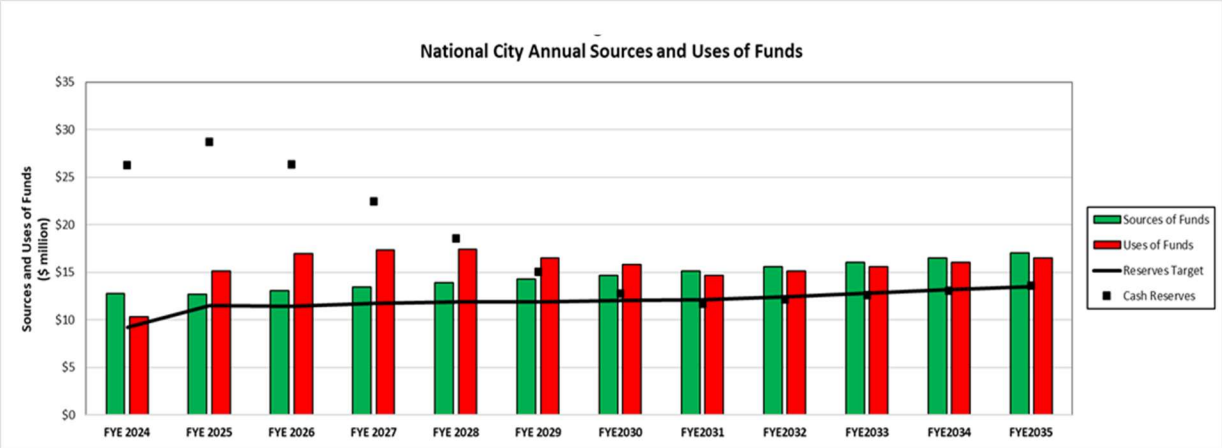


Table 1-3 - Sewer Service Fund Long Range Plan with Recommended Revenue Adjustments

		FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE2030
1	**Beginning Balance**	$ 26,281,997.00	$ 28,756,558.35	$ 26,350,777.57	$ 22,455,971.02	$ 18,600,319.75	$ 15,042,354.29	$ 12,790,849.54
2	**Revenue:**							
3	Interest earnings	553,250.04	$ 276,625.02	$ 276,625.02	$ 276,625.02	$ 276,625.02	$ 276,625.02	$ 276,625.02
4	User Fees	12,236,587.81	$ 12,460,548.56	$ 12,834,365.02	$ 13,219,395.97	$ 13,615,977.85	$ 14,024,457.18	$ 14,445,190.90
5	***Total Revenue***	$ 12,789,837.85	$ 12,737,173.58	$ 13,110,990.04	$ 13,496,020.99	$ 13,892,602.87	$ 14,301,082.20	$ 14,721,815.92
6	**Operations Expenses:**							
7	Collection System Maintenance	$ 1,788,999.71	$ 4,103,143.00	$ 3,057,516.59	$ 3,151,043.85	$ 3,247,521.07	$ 3,347,048.28	$ 3,449,729.43
8	Metro and JPA cost	$ 6,928,614.20	$ 7,651,673.36	$ 7,948,280.00	$ 8,200,628.40	$ 8,203,047.25	$ 8,205,538.67	$ 8,378,104.83
9	**Total Operations Expenses**	8,717,613.91	$ 11,754,816.36	$ 11,005,796.59	$ 11,351,672.25	$ 11,450,568.32	$ 11,552,586.95	$ 11,827,834.26
10	**Capital Improvement Program:**							
11	Collection System CIP	$ 1,597,662.59	$ 3,388,138.00	$ 6,000,000.00	$ 6,000,000.00	$ 6,000,000.00	$ 5,000,000.00	$ 4,000,000.00
							$ -	
12	***Total Expenses***	$ 10,315,276.50	$ 15,142,954.36	$ 17,005,796.59	$ 17,351,672.25	$ 17,450,568.32	$ 16,552,586.95	$ 15,827,834.26
13	**Fund Balance Prior to Reserves**	**$ 28,756,558.35**	**$ 26,350,777.57**	**$ 22,455,971.02**	**$ 18,600,319.75**	**$ 15,042,354.29**	**$ 12,790,849.54**	**$ 11,684,831.20**
14	**Reserve Targets:**							
15	Operations/Cash Flow	$ 4,358,806.96	$ 5,877,408.18	$ 5,502,898.30	$ 5,675,836.13	$ 5,725,284.16	$ 5,776,293.48	$ 5,913,917.13
16	Metro Cash Flow	$ 850,002.00	$ 850,003.00	$ 850,004.00	$ 850,005.00	$ 850,006.00	$ 850,007.00	$ 850,008.00
17	Emergency/Nat. Disaster	$ 1,547,291.48	$ 2,271,443.15	$ 2,550,869.49	$ 2,602,750.84	$ 2,617,585.25	$ 2,482,888.04	$ 2,374,175.14
18	Capital Expansion Reserve	$ 1,223,658.78	$ 1,246,054.86	$ 1,283,436.50	$ 1,321,939.60	$ 1,361,597.78	$ 1,402,445.72	$ 1,444,519.09
19	Capital Replacement Reserve	$ 1,223,658.78	$ 1,246,054.86	$ 1,283,436.50	$ 1,321,939.60	$ 1,361,597.78	$ 1,402,445.72	$ 1,444,519.09
20	**Total Recommended Reserves**	$ 9,203,417.99	$ 11,490,964.05	$ 11,470,644.79	$ 11,772,471.16	$ 11,916,070.98	$ 11,914,079.95	$ 12,027,138.45
21	**Fund Balance Over/(Under) Target**	$ 19,553,140.36	$ 14,859,813.52	$ 10,985,326.23	$ 6,827,848.60	$ 3,126,283.31	$ 876,769.59	$ (342,307.25)
22	**(Use)/Replacement of Reserves**	**$ -**	**$ (2,405,780.78)**	**$ (3,894,806.55)**	**$ (3,855,651.26)**	**$ (3,557,965.46)**	**$ (2,251,504.75)**	**$ (1,106,018.35)**

2. Based on cost of service and projected revenue requirements the City should adopt the following sewer service charges. **Table 1-4** shows the proposed sewer charges for FY 2026 through FY 2030 and compares them to existing charges.

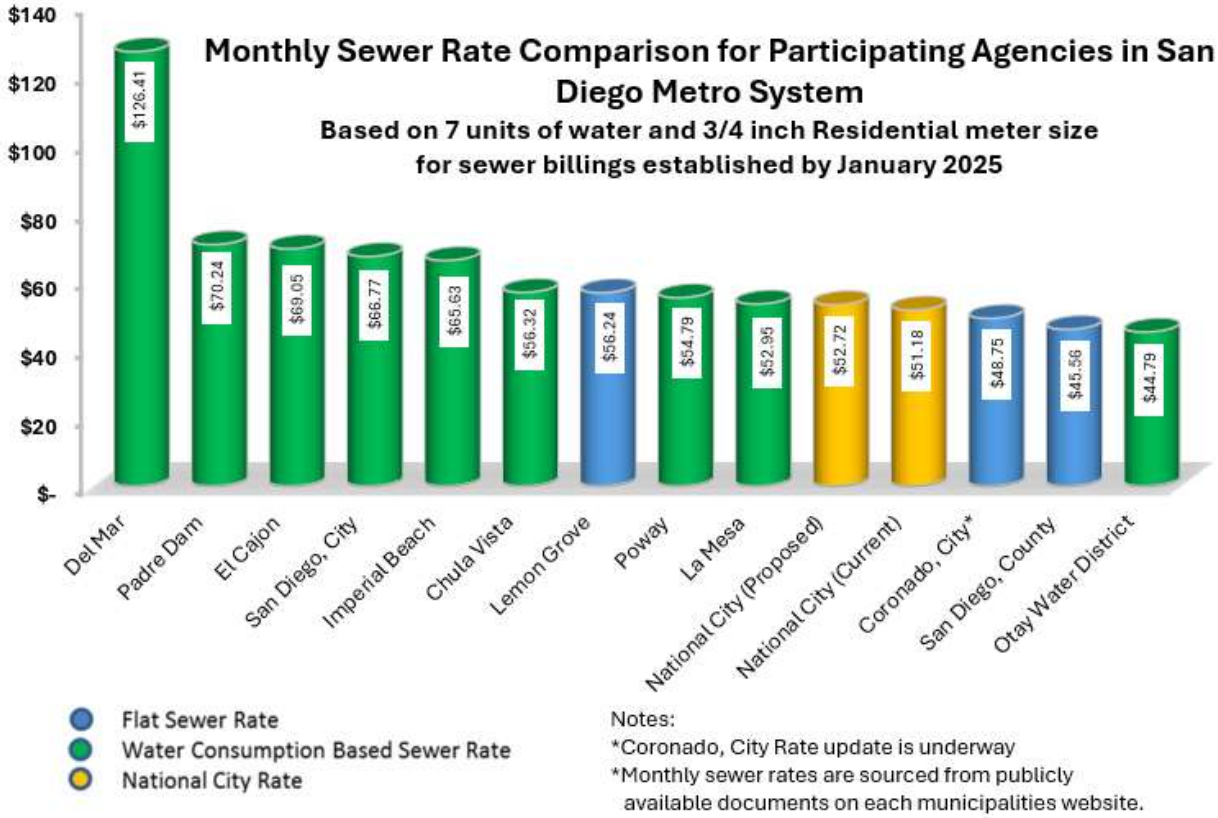
Table 1-4: Recommended Annual Sewer Service Charges

	EXISTING 2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Residential: $ Per Month						
Single Family	$ 51.18	$ 52.72	$ 54.30	$ 55.93	$ 57.60	$ 59.33
Multi-family/Condo	$ 39.92	$ 41.12	$ 42.35	$ 43.62	$ 44.93	$ 46.28
Mobile Homes	$ 31.22	$ 31.53	$ 31.85	$ 32.17	$ 32.49	$ 32.81
Non-Residential: $ Per HCF						
Commercial - Low	$ 5.25	$ 5.67	$ 6.12	$ 6.61	$ 7.14	$ 7.71
Commercial - Medium Low	$ 5.66	$ 6.06	$ 6.48	$ 6.93	$ 7.42	$ 7.94
Commercial - Medium	$ 6.80	$ 7.28	$ 7.79	$ 8.33	$ 8.91	$ 9.54
Commercial - Medium High	$ 7.95	$ 8.43	$ 8.93	$ 9.47	$ 10.04	$ 10.64
Commercial - High	$ 9.88	$ 10.42	$ 11.00	$ 11.60	$ 12.24	$ 12.91

*Commercial properties have an annual minimum charge which is equivalent to the mobile home annual charge. Duplexes or a single ADU with a single family on a property are charged one single family rate and one multi-family rate.

Figure 1-2 summarizes all San Diego Metro Member Agencies comparative sewer user rates based on 7 HCF of water usage/sewer flow and a residential monthly base fee. It should be noted that the rates shown are those effective January 1, 2025, based upon readily available information. The figure also includes the City's current monthly rate as well as the proposed FY 2026 rate of $52.72 per EDU per month. The City's first proposed rate adjustment will **not begin** until July 1, 2025. Many agencies are in the process of updating their current rate cases. Even with the proposed 5-year rate adjustments National City will still enjoy some of the lowest rates among the users of the San Diego Metro System. The proposed FY 2026 single family rate will be as low as $52.72 which is 15% **lower** than the **existing** (FY 2025) average Metro member agency rate of $62.21.

Figure 1-2 Metro Member Agencies Sewer Rates Comparison



3. The City's reserve policy generally protects the financial integrity of their sewer service fund. The following minor changes are recommended (shown below as strike-through for deletion and underlined for additions):
   Sewer Service Fund Operations/Cash Flow Reserve: ~~Between 25& ~~At least 50% of a single year's budgeted Sewer Service Fund Operating Expenditures.

   Sewer Service Fund Metro Cash Flow Reserve: an amount equal to the City's estimated portion of the projected cash needs for capital costs of the San Diego Metropolitan Sewerage's Wastewater Treatment Program. This amount is assumed to be $850,000 for fiscal year 2025-26 through fiscal year 2029-30

Sewer Service Fund Emergency/Natural Disaster Reserve: an amount equal to a minimum of 15% of a single year's budgeted Sewer Service Fund ~~Operating~~ expenditures, including both operational and capital improvement program costs.

Sewer Service Fund Capital Replacement Reserve: an amount equal to between 10% & 15% of a single year's budgeted Sewer Service Fund ~~operating expenditures~~ user fees.

Sewer Service Fund Capital Expansion Reserve: an amount equal to between 10% & 15% of a single year's budgeted Sewer Service Fund ~~operating expenditures~~ user fees.

4. Ardurra recommends that the City provide a provision to give the City the ability to pass through City of San Diego wholesale transportation, treatment, and disposal costs to customers should those costs rise beyond projections in the cost-of-service model or beyond what the City notices to customers at time of rate implementation. This action would obviate the need for the City to conduct another Proposition 218 mailed 45-day notice and public hearing requirement. The authority to provide this provision is located in California Government Code Section 53756. Specifically, the Government Code reads as follows:

An agency providing water, wastewater, sewer, or refuse collection service may adopt a schedule of fees or charges authorizing automatic adjustments that pass-through increases in wholesale charges for water, sewage treatment, or wastewater treatment or adjustments for inflation, if it complies with all of the following:

(a) It adopts the schedule of fees or charges for a property-related service for a period not to exceed five years pursuant to Section 53755.

(b) The schedule of fees or charges may include a schedule of adjustments, including a clearly defined formula for adjusting for inflation. Any inflation adjustment to a fee or charge for a property-related service shall not exceed the cost of providing that service.

(c) The schedule of fees or charges for an agency that purchases wholesale water, sewage treatment, or wastewater treatment from a public agency may provide for automatic adjustments that pass through the adopted increases or decreases in the wholesale charges for water, sewage treatment, or wastewater treatment established by the other agency

Section 2
INTRODUCTION

This study (Study) takes a long-range planning approach to establishing wastewater service charges and fees. A discussion of the long-range plan and recommended sewer charge and fee adjustments are included in the following section of this report. The analyses contained herein include operation and maintenance (O&M) costs, City of San Diego Metropolitan Wastewater Department (Metro) transportation, treatment and disposal costs, reserve levels, and identified capital improvement projects (CIP). To that end, the Study examines the revenues generated by the City and makes recommendations for revenue adjustments, as needed. The City retained NV5 in 2017 to update a wastewater cost of service study previously developed by PBS&J in FY 2003. Ms. Carmen Kasner supported this effort and in FY2023 she completed a minor update to the study to confirm that holding the rates flat for two years through FY2025 was appropriate.

For purposes of this report, the study period is the fiscal years beginning July 1, 2025, and ending June 30, 2030. Unless otherwise noted, references in this report to a specific year are for the City's fiscal year ending June 30. To avoid confusion between calendar and fiscal years, the term FY refers to the year beginning July 1 and ending June 30. Presented herein are the results of a Study of the City's projected revenues, revenue requirements, cost of service, and rates for service.

2.1 BACKGROUND: CITY OF NATIONAL CITY

The City provides wastewater service to approximately 17,000 customers within the incorporated area of the City of National City. It owns and operates approximately 100 miles of pipeline, 2,000 manholes, and 2 lift stations. The collection, treatment, and disposal of wastewater in an environmentally safe and efficient manner promote healthy communities and increase the quality of life for local residents.

The City is responsible for collecting wastewater flows originating within the City and conveying the collected flows to the City of San Diego's Point Loma Treatment Plant for treatment and disposal. The City's primary goals are operating the sewerage system safely and efficiently while meeting the needs of their customers.

To meet these goals, the City undertakes routine cleaning, inspections, and repairs and rehabilitates its facilities as needed. The wastewater system operates in an area subject to strict regulatory oversight by Federal and State agencies such as the U.S. Environmental Protection Agency (US EPA) and the California State Water Resources Control Board (SWRCB). The City must comply with a multitude of laws including, but not limited to, State Wastewater Discharge Requirements (WDRs). Complying with these regulations and resulting mandates contributes to a large share of the cost burden on the City's system.

The City completed a Wastewater Master Plan in 2017 which will be updated in the near future, this plan identified numerous projects to upgrade the system. Recently the City has begun a more aggressive CCTV program to identify improvements. Based upon early results of about 10% of the system, numerous improvements are necessary. Due to these identified issues and significant increases in construction costs an average of $6 million per year for the next 3 years and then $5 million and $4 million for the following years are proposed for required rehabilitation and expansion projects. These annual projected capital improvement costs (CIP) are incorporated into this Study and form the basis for the City's annual capital requirements.

2.2 BACKGROUND: CITY OF SAN DIEGO METROPOLITAN SEWAGE TREATMENT SYSTEM

The City of National City is one of thirteen participating agencies (PAs) who send their wastewater to the City of San Diego Metropolitan Sewage Treatment System (Metro) for treatment and disposal. Along with the other PAs the City entered into the Regional Disposal Agreement with San Diego in 1998. Due to positive financial negotiations with San Diego since that time and especially the establishment of the "Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage" during FY 2010 the City has enjoyed stable annual billings for the last 8 years from the City of San Diego. However, in 2015 the City of San Diego initiated a multi-billion-dollar public works project entitled the Pure Water Program which will provide the double benefit of "secondary equivalency" to San Diego's wastewater customers including National City as well as a significant new potable water supply for the City of San Diego.

This resulted in a Major amendment to the Regional Disposal agreement approved in 2018 but that amendment left many elements to further discussion and negotiations. Since that time, the City is well underway with construction of their Pure Water Program and the East County Joint Powers Authority has begun construction on their Advanced Purified Water Project. For the past 6 years, discussions and negotiations on those open-ended items has progressed and the City of San Diego and Metro members appear to be coming close to a final Draft of a Second Amended and Restated Agreement.

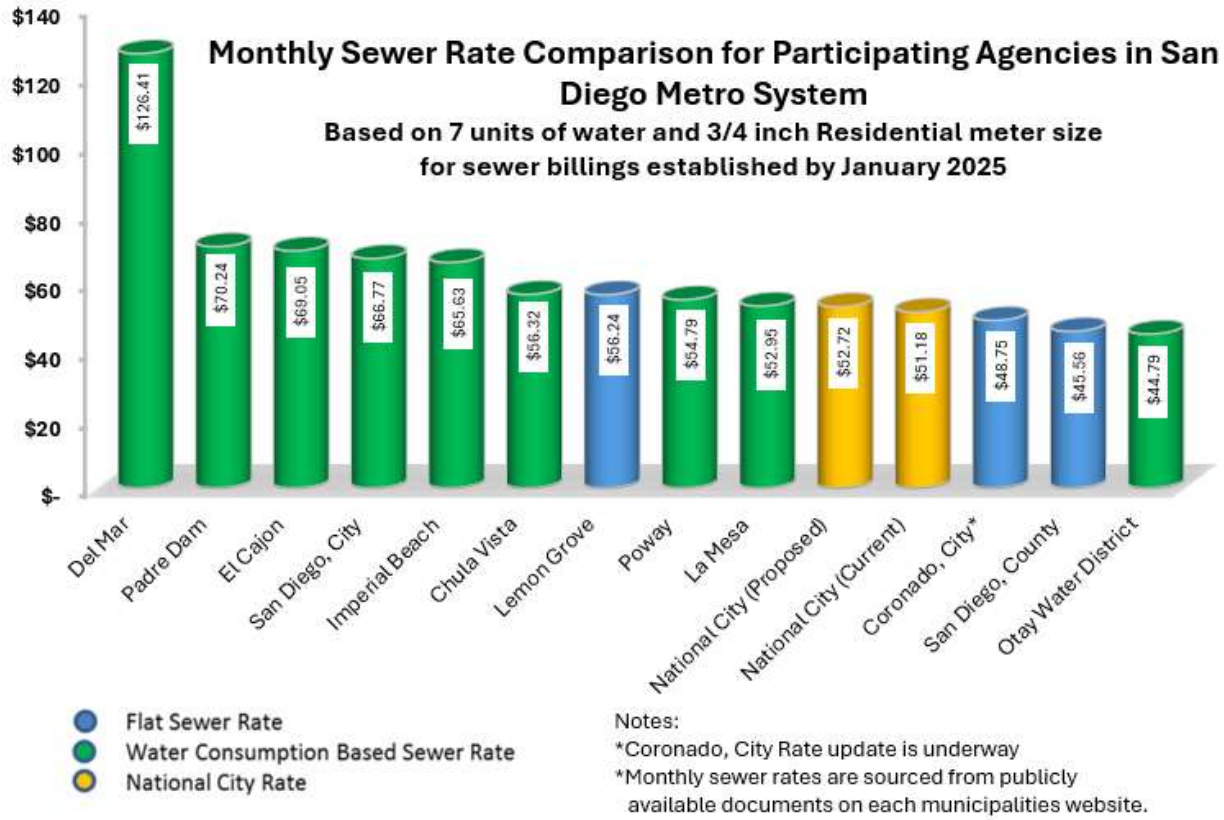
A five-year projection of Metro costs for the City were received from the City of San Diego in December of 2024 but do not include some uncertainties because there are still many unknown final costs. The projections received do not include costs for the spills in the system during rain events in the past two winters, the final costs for upgrades to the large Metro Pumpstations 1&2 that were conditions of a spill from four years ago, the final rate methodology for the Second Amended and Restated Metro Agreement (SARA) that is still being negotiated, Costs for Pure Water Phase II, nor do they include final audited costs for the past three Fiscal Years. The City of San Diego recommends that each agency have a pass-through provision in their rates due to these uncertainties at the moment.

2.3 RATE STUDY SUMMARY

The City of National City customers enjoy some of the lowest sewer service charges in the Metro System as shown in **Figure 2-1** and have for many years. The City last adjusted sewer service charges in FY 2023 and held them flat for the past two years. the FY 2025 charge is 15% lower than the average Metro PA rate of $62.21 per month. However, the City's increased internal CIP requirements and the costs associated with Metro require that the City adjust their sewer rates for the next five years.

The rate study assumed 3% inflation for all expenses except Metro for the rate study period.

Figure 2-1 Sewer Rate Comparison for Participating Agencies in San Diego Metro System

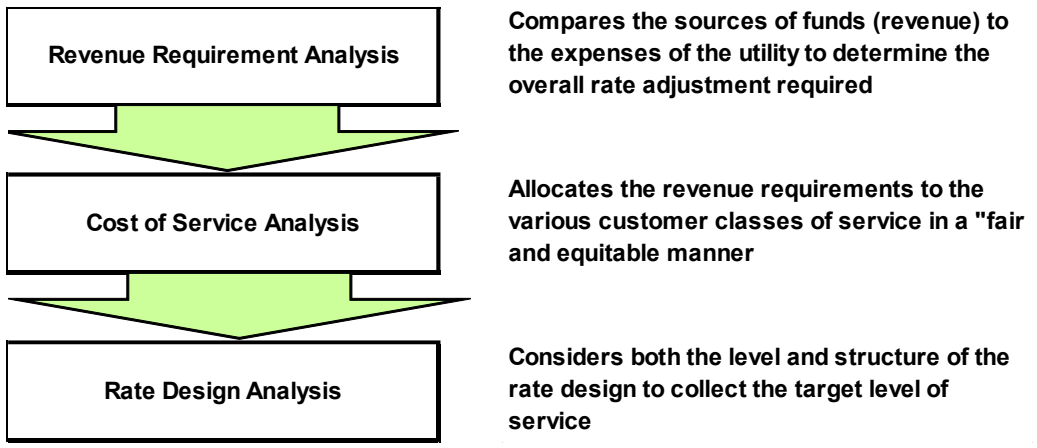


Section 3
WASTEWATER RATE STUDY

3.1 OVERVIEW OF THE SEWER SERVICE CHARGE UPDATE PROCESS

A comprehensive rate study typically utilizes three interrelated analyses to address the adequacy and equity of the utility's rates. These three analyses are a revenue requirement analysis, a cost-of-service analysis, and a rate design analysis. The process is illustrated in **Figure 3 -1**.

Figure 3-1 Overview of the Comprehensive Rate Study Analysis



The City's sewer utility was evaluated on a "stand-alone" basis. That is, no subsidies between the utility or other City funds occur. By viewing the utility on a stand-alone basis, the need to adequately fund both operations and maintenance (O&M) and capital infrastructure (CIP) must be balanced against the rate impacts on utility customers.

A detailed and comprehensive process was used to review the City's rates. As a part of the rate study process a number of on-site project meeting and conference calls were used to review the results with City staff. From this process, final proposed rates were developed and their development is reviewed in this section of the report. Following is a summary of each step in the process.

Revenue Requirement Analysis: The revenue requirement analysis revealed that several significant financial changes have occurred since the City's 2023 update holding rates flat. The significant changes are:

- The current CIP needs of the City have increased due to construction cost increases, additional CCTV and inspection. The age of the city's system and some densification requiring some upsizing. The Rate study has updated CIP costs to an average of $6 million per year for the next 3 years and then $5 million and $4 million for the following years. This will allow the City to draw down some of the fund reserves and make significant progress on required rehabilitation and expansion projects that are causing a higher risk of spills and more operational costs. These annual projected capital improvement costs (CIP) are incorporated into this Study and form the basis for the City's annual capital requirements. These costs were not included in the City's FY 2025 adopted budget.

- The construction phase of the City of San Diego's Pure Water Program is nearly done and during FY 2025 to FY 2030 additional Metro costs are anticipated for Phase 1 of this program due to Audit true ups and the previously discussed SARA that is being negotiated and other Metro system issues. The City's portion of the Metro budget is currently 7.4% and while the SARA draft methodology does not increase the City's percentage, there is still uncertainties with flows and impacts from the East county JPA project.

  The largest component of the City of National City's revenue requirement is the costs associated with transportation, treatment, and disposal of the City's wastewater by the Metro facilities, an aggressive CIP is a close second. A summary of the projected City collection system O&M and CIP, plus San Diego Metro expenses to be included in the City's rate case, are included on **Table 3-1**.

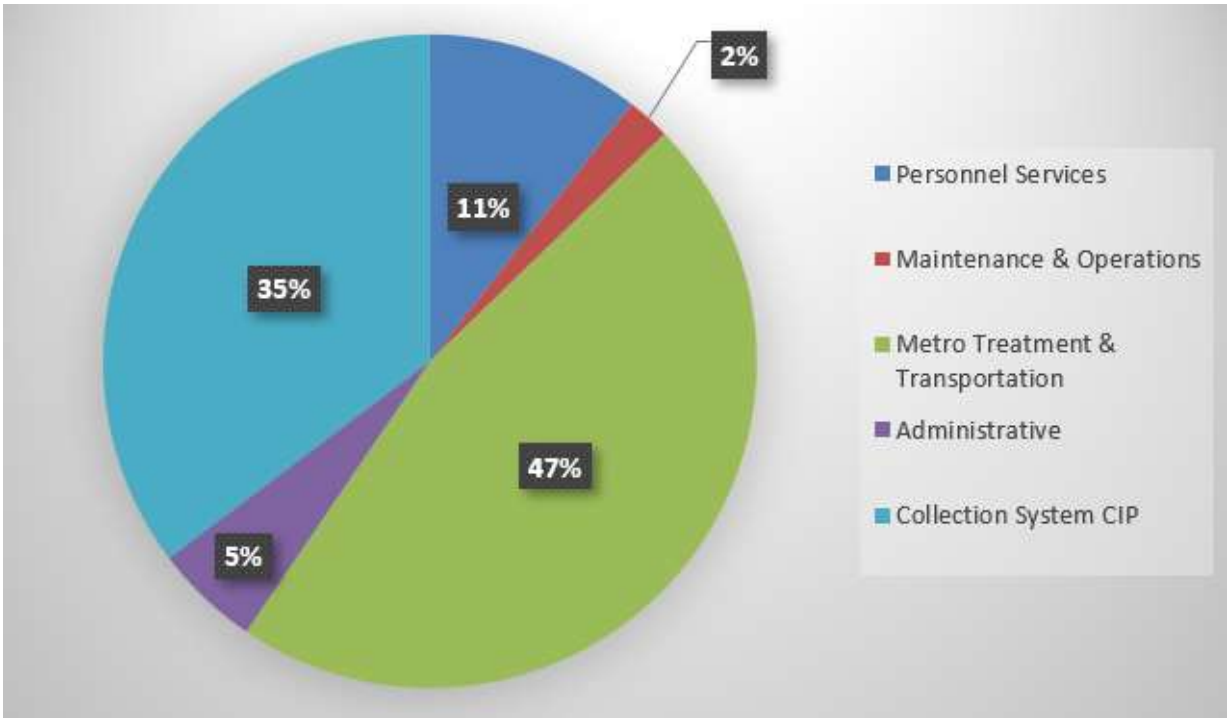
Table 3-1: City of National City Revenue Requirements

Table 3-1

	FY2026	FY2027	FY2028	FY2029	FY2030
Personnel Services	$ 1,798,307	$ 1,852,276	$ 1,907,865	$ 1,965,124	$ 2,024,103
Maintenance & Operations	$ 372,064	$ 383,226	$ 394,722	$ 406,564	$ 418,761
Metro Treatment & Transportation	$ 7,948,280	$ 8,200,628	$ 8,203,047	$ 8,205,539	$ 8,378,105
Administrative	$ 887,146	$ 915,543	$ 944,933	$ 975,360	$ 1,006,866
Collection System CIP	$ 6,000,000	$ 6,000,000	$ 6,000,000	$ 5,000,000	$ 4,000,000
Total	$ 17,005,797	$ 17,351,672	$ 17,450,568	$ 16,552,587	$ 15,827,834

Figure 3-2 shows the percentage of each of the major cost centers in the City's rate case. As noted, the largest component of National City's revenue requirements (47%) will be paid directly to the City of San Diego.

Figure 3-2 Major Cost Components of City of National City's FY 2026 Revenue Requirements



As a part of establishing the revenue requirement for the City's rate case City staff requested Ardurra consultant's guidance in reviewing their reserve policy to financially protect the City's sewer service fund. At the end of FY 2024 (June 30, 2024) the City's sewer service fund showed a reserve cash fund balance of $26.3 million. Ardurra consultants reviewed with City staff industry standard guidelines in establishing formal reserve policies as well as the City's needs for financial stability and potential exposures to external forces which could require unplanned O&M or capital expenditures. The City's reserve policy is solid as it was updated in a prior rate study, but the following minor updates are suggested (shown below as strike-through for deletion and underlined for additions).

Sewer Service Fund Operations/Cash Flow Reserve: ~~Between 25& ~~ At least 50% of a single year's budgeted Sewer Service Fund Operating Expenditures.

Sewer Service Fund Metro Cash Flow Reserve: an amount equal to the City's estimated portion of the projected cash needs for capital costs of the San Diego Metropolitan Sewerage's Wastewater Treatment Program. This amount is assumed to be $850,000 for fiscal year 2025-26 through fiscal year 2029-30

Sewer Service Fund Emergency/Natural Disaster Reserve: an amount equal to a minimum of 15% of a single year's budgeted Sewer Service Fund ~~Operating~~ expenditures, including both operational and capital improvement program costs.

Sewer Service Fund Capital Replacement Reserve: an amount equal to between 10% & 15% of a single year's budgeted Sewer Service Fund ~~operating expenditures~~ user fees.

Sewer Service Fund Capital Expansion Reserve: an amount equal to between 10% & 15% of a single year's budgeted Sewer Service Fund ~~operating expenditures~~ user fees.

The final step in determining the revenue requirement for the City's rate case was to overlay the projected expenditures for the next five years as summarized in **Table 3-1** and the recommended reserve policy. **Table 3-2** creates a long-range plan showing the use of reserves to minimize the annual rate adjustment to per year stating in FY 2026 through FY 2030. The use/replacement of the City's reserves is shown on Line 22. While the FYE2030 shows the fund balance slightly under the target, that target is with the maximum percentages from the reserve policy and thus are still well within the appropriate reserve amount. During the next 5 years there will be more clarity available from Metro and from the City's CCTV and planning efforts.

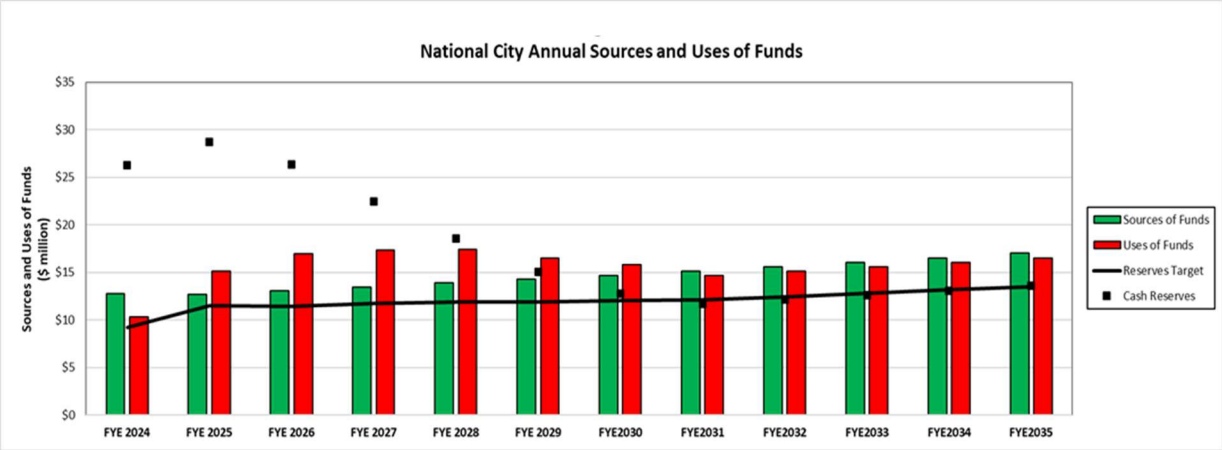
A detailed copy of the five-year revenue requirement is included in **Appendix A** to this report.

Table 3-2: City of National City Long Range Financial Plan

	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE2030
Beginning Balance	$ 26,281,997.00	$ 28,756,558.35	$ 26,350,777.57	$ 22,455,971.02	$ 18,600,319.75	$ 15,042,354.29	$ 12,790,849.54
Revenue:							
Interest earnings	553,250.04	$ 276,625.02	$ 276,625.02	$ 276,625.02	$ 276,625.02	$ 276,625.02	$ 276,625.02
User Fees	12,236,587.81	$ 12,460,548.56	$ 12,834,365.02	$ 13,219,395.97	$ 13,615,977.85	$ 14,024,457.18	$ 14,445,190.90
Total Revenue	$ 12,789,837.85	$ 12,737,173.58	$ 13,110,990.04	$ 13,496,020.99	$ 13,892,602.87	$ 14,301,082.20	$ 14,721,815.92
Operations Expenses:							
Collection System Maintenance	$ 1,788,999.71	$ 4,103,143.00	$ 3,057,516.59	$ 3,151,043.85	$ 3,247,521.07	$ 3,347,048.28	$ 3,449,729.43
Metro and JPA cost	$ 6,928,614.20	$ 7,651,673.36	$ 7,948,280.00	$ 8,200,628.40	$ 8,203,047.25	$ 8,205,538.67	$ 8,378,104.83
Total Operations Expenses	8,717,613.91	$ 11,754,816.36	$ 11,005,796.59	$ 11,351,672.25	$ 11,450,568.32	$ 11,552,586.95	$ 11,827,834.26
Capital Improvement Program:							
Collection System CIP	$ 1,597,662.59	$ 3,388,138.00	$ 6,000,000.00	$ 6,000,000.00	$ 6,000,000.00	$ 5,000,000.00	$ 4,000,000.00
						$ -	
Total Expenses	$ 10,315,276.50	$ 15,142,954.36	$ 17,005,796.59	$ 17,351,672.25	$ 17,450,568.32	$ 16,552,586.95	$ 15,827,834.26
Fund Balance Prior to Reserves	**$ 28,756,558.35**	**$ 26,350,777.57**	**$ 22,455,971.02**	**$ 18,600,319.75**	**$ 15,042,354.29**	**$ 12,790,849.54**	**$ 11,684,831.20**
Reserve Targets:							
Operations/Cash Flow	$ 4,358,806.96	$ 5,877,408.18	$ 5,502,898.30	$ 5,675,836.13	$ 5,725,284.16	$ 5,776,293.48	$ 5,913,917.13
Metro Cash Flow	$ 850,002.00	$ 850,003.00	$ 850,004.00	$ 850,005.00	$ 850,006.00	$ 850,007.00	$ 850,008.00
Emergency/Nat. Disaster	$ 1,547,291.48	$ 2,271,443.15	$ 2,550,869.49	$ 2,602,750.84	$ 2,617,585.25	$ 2,482,888.04	$ 2,374,175.14
Capital Expansion Reserve	$ 1,223,658.78	$ 1,246,054.86	$ 1,283,436.50	$ 1,321,939.60	$ 1,361,597.78	$ 1,402,445.72	$ 1,444,519.09
Capital Replacement Reserve	$ 1,223,658.78	$ 1,246,054.86	$ 1,283,436.50	$ 1,321,939.60	$ 1,361,597.78	$ 1,402,445.72	$ 1,444,519.09
Total Recommended Reserves	$ 9,203,417.99	$ 11,490,964.05	$ 11,470,644.79	$ 11,772,471.16	$ 11,916,070.98	$ 11,914,079.95	$ 12,027,138.45
Fund Balance Over/(Under) Target	$ 19,553,140.36	$ 14,859,813.52	$ 10,985,326.23	$ 6,827,848.60	$ 3,126,283.31	$ 876,769.59	$ (342,307.25)
(Use)/Replacement of Reserves	**$ -**	**$ (2,405,780.78)**	**$ (3,894,806.55)**	**$ (3,855,651.26)**	**$ (3,557,965.46)**	**$ (2,251,504.75)**	**$ (1,106,018.35)**

Ardurra did look at a 10 year projection of rates and increases and assumed a similar increase of a nominal 3% with expenses increasing at a similar rates and it shows that the rate increase shown here will stabilize the expenditures into the future unless significant additional Capital projects are identified or inflation and other cost factors change as well. Any projection past 5 years includes many assumptions that may or may not be accurate.

Figure 3-3 National City Annual Sources and Uses of Funds vs. Cash Reserves and Reserves Targets



Cost of Service Analysis: The cost-of-service analysis revealed that several major changes have occurred in users and use since the City's 2017 rate study and subsequently adopted sewer user rates. The significant changes are:

- As with other communities in San Diego County and Southern California the City's citizens and businesses have decreased their water usage significantly since FY 2017. This was especially the case during COVID when many businesses were closed. This has decreased revenues from the commercial and industrial users of the City who are billed on their annual water usage.
- The City uses an equivalent dwelling unit (EDU) system of rates for their residential users. Historically the City has used 240 gallons per day (gpd) for a single-family residential user for billing purposes. Multi-family/condo units are considered to be 0.8 EDU and mobile home units 0.6 EDUs. These EDUs are consistent with industry standards for EDU based user systems. However, due to the decreased water use by residential as well as commercial/industrial users the gallons per EDU have decreased to an estimated 220 gpd. 220 gpd is consistent with the other Participating Agencies wastewater generation rate (in gpd) for EDUs

The City's rate model was updated with the number of residential and commercial/ industrial users used for billing purposes on the FY 2025 tax roll. As noted above the gallons

for residential EDUs were revised to 220 gpd per EDU and the most recent water usage for commercial/industrial users was included.

Table 3-3 summarizes the current number of City users and their projected sewer flows based on the current tax roll water use data for FY 2025.

Table 3-3: Summary of Current Users and Estimated Sewer Flow

Units of Service and Loadings		FLOW:			COD:		SS:	
User Group	No. of Active Customers	(A) Billing Flow	(B) Billing Flow	(C) Annual Flow (MG/Year)	(D) COD User	(E) Annual COD Load	(F) SS per User	(G) Annual Load
		(MGD)	(HCF)		(MG/L)	(LBS/YR)	(MG/L)	(LBS/YR)
Single Family	5,969	0.9546	541,160.1	348.43	200	581,170	200	581,170
Multi-family/Condo	8,293	2.2238	1,085,130.9	811.68	200	1,353,834	200	1,353,834
Mobile Homes	365	0.0382	18,651.0	13.95	200	23,269	200	23,269
Subtotal- Residential	14,627	**3.2166**	**1,644,942**	**1,174.06**		**1,958,274**		**1,958,274**
Commercial - Low	1,793	0.5038	245,846.5	183.89	200	306,724	200	306,724
Commercial - Medium Low	925	0.1427	69,657.3	52.10	200	86,906	300	130,359
Commercial - Medium	4	0.0290	14,139.0	10.58	400	35,280	400	35,280
Commercial - Medium High	19	0.0176	8,602.2	6.43	600	32,197	500	26,831
Commercial - High	110	0.1592	77,676.0	58.10	680	329,495	900	436,097
Subtotal Non-Residential	2,851	**0.8524**	**415,921**	**311.11**		**790,602**		**935,291**
TOTAL	**17,478**	**4.0690**	**2,060,863**	**1,485.17**		**2,748,876**		**2,893,564**

Rate Design Analysis: As part of the rate setting process a routine review of an agency's sewer service charge rate structure is performed. This is done to assure that the agency's rate structure meets industry standards as well as complies with local, State, and Federal guidelines and regulations.

The City of National City first established their current rate structure in the mid-1990's and it was submitted to the State Water Resources Control Board of the State of California (SWRCB) and the US EPA. The rate structure and the cost allocations upon which it is based were approved by both the SWRCB and the US EPA. These principles still meet industry standards today and follows Best Management Practices (BMP's) established by the State of California, and thus there are no recommended changes to the existing rate structure.

The City uses a combination of EDU's for residential users and water based rates for commercial/industrial users. Single family residential users are considered to be 1 EDU, and multi-family/condo users 0.8 EDU, and mobile home users 0.6 EDU. Commercial/industrial users are grouped based on their estimated sewage strengths into five classes of users. Each year 90% of the prior year's water usage per commercial/industrial customer is used to determine the upcoming year's sewer service charge (Return to Sewer percentage). There are a few customers with different Return to Sewer percentages based upon a case by case situation which includes a field inspection and engineering review of the situation.

The model is using reserves to fund a large part of the CIP and thus the strength based analysis does not completely reflect the actual costs year over year by customer class. However, based upon treatment costs in FY2030, having all customer classes having the same percentage increase would place an unfair burden on SFR customers. The cost for treatment for commercial customers must be increased a higher percentage to keep the proportions correct.

All classes of users will continue to be billed their annual sewer service charge on the County of San Diego tax roll based on either their EDU classification or their annual water usage and sewage strength category. **Table 3-4** compares the current FYE 2025 sewer rates with the proposed FYE 2026 through FYE 2030 of the proposed rate case. The entire output from the rate model showing all steps in the rate case is contained in **Appendix A** to this Study. Individual years are not revised and reduced or increased exactly because of the use of reserves and rates are never reduced. The goal was to keep increasing the commercial rates with the proportionality correct in FY2030. The final FY2030 rates were within 4% of the calculated proportionality for all commercial classes.

Table 3-4: Proposed Percentage Increases in Rates

Recommended Percentage Rate Revenue Adjustments					
Fiscal Year	FYE2026	FYE2027	FYE2028	FYE2029	FYE2030
Effective Month	July	July	July	July	July
Residential:					
Single Family	3%	3%	3%	3%	3%
Multi-family/Condo	3%	3%	3%	3%	3%
Mobile Homes	1%	1%	1%	1%	1%
Non-Residential:					
Commercial - Low	8%	8%	8%	8%	8%
Commercial - Medium Low	7%	7%	7%	7%	7%
Commercial - Medium	7%	7%	7%	7%	7%
Commercial - Medium High	6%	6%	6%	6%	6%
Commercial - High	5.5%	5.5%	5.5%	5.5%	5.5%

Table 3-5: Comparison of Current Versus Proposed Sewer User Rates

	EXISTING 2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Residential: $ Per Month						
Single Family	$ 51.18	$ 52.72	$ 54.30	$ 55.93	$ 57.60	$ 59.33
Multi-family/Condo	$ 39.92	$ 41.12	$ 42.35	$ 43.62	$ 44.93	$ 46.28
Mobile Homes	$ 31.22	$ 31.53	$ 31.85	$ 32.17	$ 32.49	$ 32.81
Non-Residential: $ Per HCF						
Commercial - Low	$ 5.25	$ 5.67	$ 6.12	$ 6.61	$ 7.14	$ 7.71
Commercial - Medium Low	$ 5.66	$ 6.06	$ 6.48	$ 6.93	$ 7.42	$ 7.94
Commercial - Medium	$ 6.80	$ 7.28	$ 7.79	$ 8.33	$ 8.91	$ 9.54
Commercial - Medium High	$ 7.95	$ 8.43	$ 8.93	$ 9.47	$ 10.04	$ 10.64
Commercial - High	$ 9.88	$ 10.42	$ 11.00	$ 11.60	$ 12.24	$ 12.91

*Commercial properties have an annual minimum charge which is equivalent to the mobile home annual charge. Duplexes or a single ADU with a single family on a property are charged one single family rate and one multi-family rate.

As discussed earlier in this report, the majority of the revenue requirement recovered by the City's sewer service charges go to pay for cost associated with charge from San Diego Metro. **Figure 3-4** summarizes the major components of the proposed FY 2026 monthly single-family sewer service charge of $52.72 per EDU. This figure also shows the use of City reserves to cover City CIP costs:

Figure 3-4 Components of FY 2026 Single Family Monthly Rate

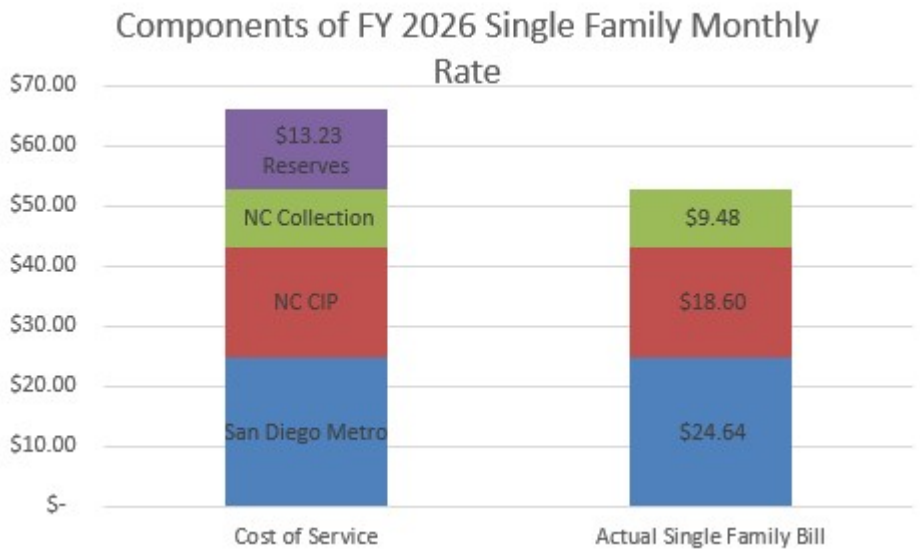
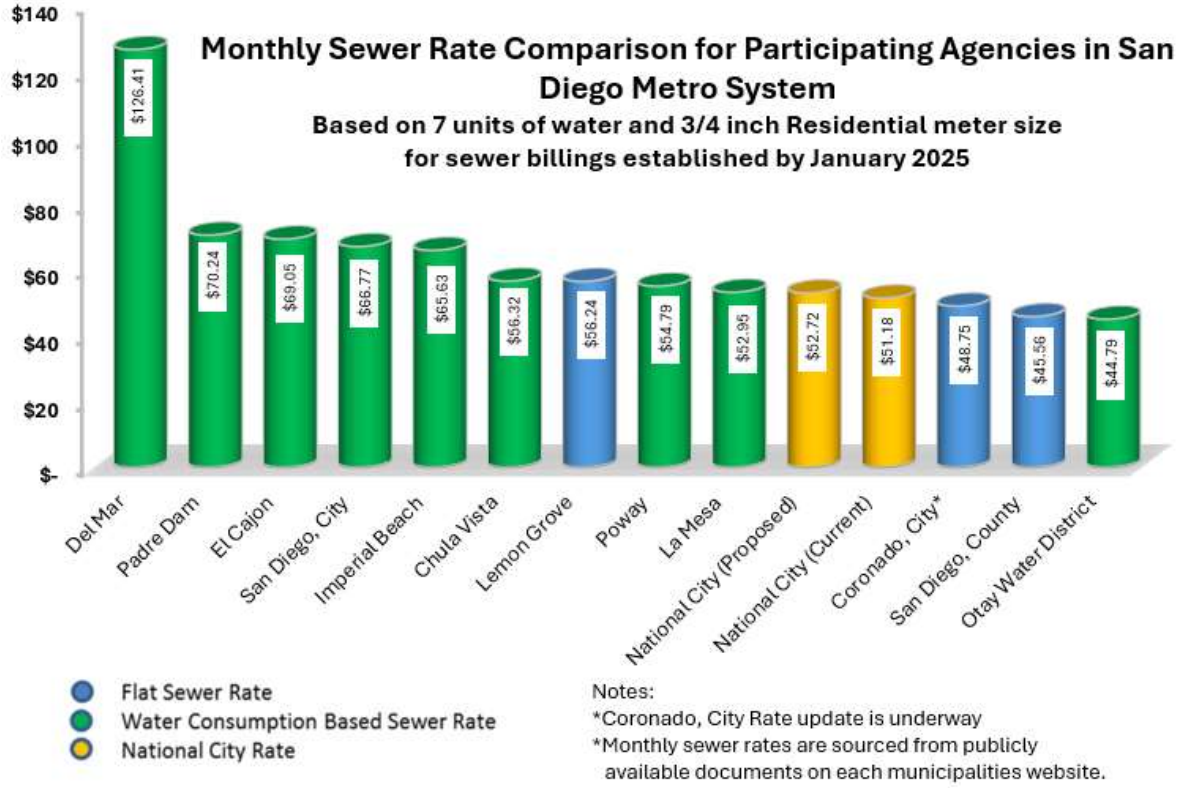


Figure 3-5 summarizes all San Diego Metro Member Agencies comparative sewer user rates based on 7 HCF of water usage/sewer flow and a residential monthly base fee. It should be noted that the rates shown are those effective January 1, 2025 based upon readily available information. The figure also includes the City's current monthly rate as well as the proposed FY 2026 rate of $52.72 per EDU per month. The City's first proposed rate adjustment will **not begin** until July 1, 2025. Many agencies are in the process of updating their current rate cases. Even with the proposed 5-year rate adjustments National City will still enjoy some of the lowest rates among the users of the San Diego Metro System. The proposed FY 2026 single family rate will be as low as $52.72 which is 15% **lower** than the **existing** (FY 2025) average Metro member agency rate of $62.21.

Figure 3-5 Metro Member Agencies Sewer Rate Comparison



APPENDIX A – RATE MODEL

- Wastewater Operations & Maintenance Budget
- Budget Summary
- Step 1 – Customer Summary and Estimated Flows
- Step 2 – Determination of Unit Costs
- Step 3 – Sewer User Rate Calculations by Fund and Cost

City of National City
Wastewater Operations & Maintenance Budget

ACCOUNT - MUNIS	FY24 Unaudited Actual	FY25 Proposed	FY26	FY27	FY28	FY29	FY30
125-416-029 ENGINEERING							
125-416-029-100 SALARIES							
125-85-31-31100-6005- Hourly Wages	-	-	-	-	-	-	-
125-85-31-31100-6001- FULL-TIME SALARIES	313,803.94	431,795.00	444,748.85	458,091.32	471,834.05	485,989.08	500,568.75
125-85-31-31100-6102- OVERTIME	4,909.46	-	-	-	-	-	-
125-85-31-31100-6110- ALLOWANCES & STIPENDS	1,328.40	1,440.00	1,483.20	1,527.70	1,573.53	1,620.73	1,669.35
125-85-31-31100-6120- DIFFERENTIAL PAY	2,993.73	3,415.00	3,517.45	3,622.97	3,731.66	3,843.61	3,958.92
125-85-31-31100-6140- WORKERS' COMPENSATION	11,880.22	44,596.00	45,933.88	47,311.90	48,731.25	50,193.19	51,698.99
125-85-31-31100-6150- HEALTH INSURANCE	34,747.51	48,300.00	49,749.00	51,241.47	52,778.71	54,362.08	55,992.94
125-85-31-31100-6151- LTD INSURANCE	486.81	878.00	904.34	931.47	959.41	988.20	1,017.84
125-85-31-31100-6160- RETIREMENT PLAN CHARGES	71,451.09	106,001.00	109,181.03	112,456.46	115,830.15	119,305.06	122,884.21
125-85-31-31100-6161- MEDICARE	4,838.55	6,261.00	6,448.83	6,642.29	6,841.56	7,046.81	7,258.21
125-85-31-31100-6199- PERSONNEL COMPENSATION	12,090.95	2,000.00	2,060.00	2,121.80	2,185.45	2,251.02	2,318.55
125-416-029-200 MAINTENANCE & OPERATIONS							
125-85-31-31100-7226- TRAINING, TRAVEL & SUBSISTENCE	-	-	-	-	-	-	-
125-85-31-31100-7299- CONTRACT SERVICES	36,126.34	85,000.00	87,550.00	90,176.50	92,881.80	95,668.25	98,538.30
125-416-052 PUBLIC WORKS - OPERATIONS							
125-416-052-200 MAINTENANCE & OPERATIONS							
125-416-052-268-0000 RENTALS &LEASES	-	-	-	-	-	-	-
125-416-052-400-0000 FIXED CHARGES & DEBT SERVICE	-	-	-	-	-	-	-
125-416-052-484-0000 OTHER INTEREST	-	-	-	-	-	-	-
125-416-221 STREETS							
125-416-221-100 Personnel Services							
125-85-31-31300-6005- Hourly Wages	24,673.18	-	-	-	-	-	-
125-85-31-31300-6001- FULL-TIME SALARIES	289,133.75	176,507.00	181,802.21	187,256.28	192,873.96	198,660.18	204,619.99
125-85-31-31300-6102- OVERTIME	69,243.89	32,000.00	32,960.00	33,948.80	34,967.26	36,016.28	37,096.77
125-85-31-31300-6105- LONGEVITY	-	985.00	1,014.55	1,044.99	1,076.34	1,108.63	1,141.88
125-85-31-31300-6120- DIFFERENTIAL PAY	2,009.59	-	-	-	-	-	-
125-85-31-31300-6140- WORKERS' COMPENSATION	27,278.41	31,887.00	32,843.61	33,828.92	34,843.79	35,889.10	36,965.77
125-85-31-31300-6150- HEALTH INSURANCE	40,198.89	29,303.00	30,182.09	31,087.55	32,020.18	32,980.78	33,970.21
125-85-31-31300-6151- LTD INSURANCE	231.13	366.00	395.28	426.90	461.05	497.94	537.77
125-85-31-31300-6160- RETIREMENT PLAN CHARGES	78,569.01	43,331.00	44,630.93	45,969.86	47,348.95	48,769.42	50,232.50
125-85-31-31300-6161- MEDICARE	5,576.02	2,559.00	2,635.77	2,714.84	2,796.29	2,880.18	2,966.58
125-85-31-31300-6199- PERSONNEL COMPENSATION	-	3,000.00	3,090.00	3,182.70	3,278.18	3,376.53	3,477.82
125-416-221-000 Other Financing Uses							
125-10-19-19100-8999- TRANSFERS TO OTHER FUNDS	-	1,136,300.00		-	-	-	-
125-416-222 SEWER SERVICE							
125-416-222-000 Other Financing Uses							
125-85-31-31400-8999- TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-	-
125-416-222-100 Personnel Services							

City of National City
Wastewater Operations & Maintenance Budget

	FY24	FY25	FY26	FY27	FY28	FY29	FY30
125-85-31-31400-6001- FULL-TIME SALARIES	93,523.11	508,334.00	523,584.02	539,291.54	555,470.29	572,134.40	589,298.43
125-85-31-31400-6102- OVERTIME	37,989.83	-	-	-	-	-	-
125-85-31-31400-6105- LONGEVITY	-	-	-	-	-	-	-
125-416-222-110-0000 ALLOWANCES & STIPENDS	-	-	-	-	-	-	-
125-85-31-31400-6120- DIFFERENTIAL PAY	4,819.35	-	-	-	-	-	-
125-85-31-31400-6140- WORKERS' COMPENSATION	10,920.15	44,833.00	46,177.99	47,563.33	48,990.23	50,459.94	51,973.73
125-85-31-31400-6150- HEALTH INSURANCE	14,193.18	87,358.00	89,978.74	92,678.10	95,458.45	98,322.20	101,271.86
125-85-31-31400-6151- LTD INSURANCE	-	-	-	-	-	-	-
125-416-222-159-0000 DEFERRED COMPENSATION	-	-	-	-	-	-	-
125-85-31-31400-6160- RETIREMENT PLAN CHARGES	24,451.14	124,791.00	128,534.73	132,390.77	136,362.50	140,453.37	144,666.97
125-85-31-31400-6161- MEDICARE	1,923.50	7,371.00	7,592.13	7,819.89	8,054.49	8,296.13	8,545.01
125-85-31-31400-6199- PERSONNEL COMPENSATION	-	8,600.00	8,858.00	9,123.74	9,397.45	9,679.38	9,969.76
125-416-222-200 Maintenance & Operations							
125-416-222-200-0000 Maintenance & Operations	-						
125-85-31-31400-7211- LAUNDRY & CLEANING SERVICES	-	-	-	-	-	-	-
125-416-222-213-0000 PROFESSIONAL SERVICES	54,546.35	100,000.00	103,000.00	106,090.00	109,272.70	112,550.88	115,927.41
125-85-31-31400-7222- MEMBERSHIPS AND SUBSCRIPTIONS	1,264.80	76,127.00	78,410.81	80,763.13	83,186.03	85,681.61	88,252.06
125-85-31-31400-7226- TRAINING, TRAVEL & SUBSISTENCE	1,809.00	7,000.00	7,210.00	7,426.30	7,649.09	7,878.56	8,114.92
125-85-31-31400-7234- ELECTRICITY & GAS	7,309.50	6,000.00	6,180.00	6,365.40	6,556.36	6,753.05	6,955.64
125-85-31-31400-7236- WATER	3,207.19	3,000.00	3,090.00	3,182.70	3,278.18	3,376.53	3,477.82
125-85-31-31400-7268- RENTALS & LEASES	-	500.00	515.00	530.45	546.36	562.75	579.64
125-85-31-31400-7272- SEWAGE TRANS. & TREATMENT (Utilities In	6,928,614.20	7,651,673.36	7,948,280.00	8,200,628.40	8,203,047.25	8,205,538.67	8,378,104.83
125-85-31-31400-7291- R & M - AUDIO VISUAL EQUIPT.	2,297.99	5,000.00	5,150.00	5,304.50	5,463.64	5,627.54	5,796.37
125-85-31-31400-7299- CONTRACT SERVICES	32,698.97	30,000.00	30,900.00	31,827.00	32,781.81	33,765.26	34,778.22
125-85-31-31400-7318- WEARING APPAREL	8,688.61	7,000.00	7,210.00	7,426.30	7,649.09	7,878.56	8,114.92
125-416-222-329-0000 PAINTING SUPPLIES	-	-	-	-	-	-	-
125-85-31-31400-7337- SMALL TOOLS	873.63	30,000.00	30,900.00	31,827.00	32,781.81	33,765.26	34,778.22
125-416-222-340-0000 SHOP SUPPLIES	-	-	-	-	-	-	-
125-85-31-31400-7346- TRAFFIC CONTROL SUPPLY	528.82	800.00	824.00	848.72	874.18	900.41	927.42
125-85-31-31400-7352- SEWER PIPE & MATERIALS	2,961.02	4,000.00	4,120.00	4,243.60	4,370.91	4,502.04	4,637.10
125-85-31-31400-7354- CHEMICAL PRODUCTS	2,264.27	2,200.00	2,266.00	2,333.98	2,404.00	2,476.12	2,550.40
125-416-222-360-0000 SIDEWALK CURB & GUTTER MATER.	-	-	-	-	-	-	-
125-85-31-31400-7399- MATERIALS & SUPPLIES	4,393.43	4,600.00	4,738.00	4,880.14	5,026.54	5,177.34	5,332.66
125-416-222-500 Capital Outlay							
125-416-222-511-0000 AUTOMOTIVE EQUIPMENT	-	-	-	-	-	-	-
125-416-222-512-0000 AUTOMOTIVE LEASES		-	-	-	-	-	-
125-10-18-18500-7598- CAPITAL IMPROVEMENT PROGRAM	1,597,662.59	3,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00	5,000,000.00	4,000,000.00
125-416-222-600 Refunds, Contributions & Special Paymnts							
125-85-31-31400-7698- INDIRECT/OVERHEAD COSTS	239,533.00	239,533.00	246,718.99	254,120.56	261,744.18	269,596.50	277,684.40
125-85-31-31100-3563- Internal Service Charges and Reserves							
125-85-31-31400-7740- BUILDING SERVICES CHARGES	20,496.96	23,422.00	24,124.66	24,848.40	25,593.85	26,361.67	27,152.52
125-85-31-31400-7750- VEHICLE SERVICES CHARGES	74,864.04	79,589.00	81,976.67	84,435.97	86,969.05	89,578.12	92,265.46
125-85-31-31400-7752- VEHICLE LEASE CHARGES	21,300.00	33,000.00	35,640.00	38,491.20	41,570.50	44,896.14	48,487.83
125-85-31-31400-7755- INFO. SYSTEMS MAINT. CHARGE	17,550.96	18,022.00	18,562.66	19,119.54	19,693.13	20,283.92	20,892.44
125-416-222-760-0000 OPERATIONS CHARGES	-	-	-	-	-	-	-
125-416-222-770-0000 PERSONNEL COMPENSATION CHARGES	-	-	-	-	-	-	-

City of National City
Wastewater Operations & Maintenance Budget

	FY24	FY25	FY26	FY27	FY28	FY29	FY30
125-85-31-31400-7790- INSURANCE CHARGES	312,263.04	466,139.00	480,123.17	494,526.87	509,362.67	524,643.55	540,382.86
TOTAL SERWER SERVICE FUND - BUDGET	10,554,519.50	14,754,816.36	17,005,796.59	17,351,672.25	17,450,568.32	16,552,586.95	15,827,834.26

-	-
-	-
-	-

City of National City
Budget Summary
Scenario 1: $2-6 Million CIP Per Year

Expense Description	FY24	FY25	FY26	FY27	FY28	FY29	FY30
125-416-029 ENGINEERING							
125-416-029-100 Salaries	$ 458,531	$ 644,686	$ 664,027	$ 683,947	$ 704,466	$ 725,600	$ 747,368
125-416-029-200 Maintenance & Operations	$ 36,126	$ 85,000	$ 87,550	$ 90,177	$ 92,882	$ 95,668	$ 98,538
125-416-052 PUBLIC WORKS - OPERATIONS							
125-416-052-200 Maintenance & Operations	$ -	$ -	$ -	$ -	$ -	$ -	$ -
125-416-221 STREETS							
125-416-221-000 Other Financing uses	$ -	$ 1,136,300	$ -	$ -	$ -	$ -	$ -
125-416-221-100 Personnel Services	$ 536,914	$ 319,938	$ 329,554	$ 339,461	$ 349,666	$ 360,179	$ 371,009
125-416-222 SEWER SERVICE							
125-416-222-000 Other Financing Uses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
125-416-222-100 Personnel Services	$ 187,820	$ 781,287	$ 804,726	$ 828,867	$ 853,733	$ 879,345	$ 905,726
125-416-222-200 Maintenance & Operations	$ 122,844	$ 276,227	$ 284,514	$ 293,049	$ 301,841	$ 310,896	$ 320,223
125-416-222-272-0000 Sewage Trans. & Treatment	$ 6,928,614	$ 7,651,673	$ 7,948,280	$ 8,200,628	$ 8,203,047	$ 8,205,539	$ 8,378,105
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
125-416-222-500 Capital Outlay							
Other Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Collection System CIP	$ 1,597,663	$ 3,000,000	$ 6,000,000	$ 6,000,000	$ 6,000,000	$ 5,000,000	$ 4,000,000
125-416-222-600 Refunds, Contributions & Special Payments	$ 239,533	$ 239,533	$ 246,719	$ 254,121	$ 261,744	$ 269,597	$ 277,684
125-416-222-700 Internal Service Charges and Reserves	$ 446,475	$ 620,172	$ 640,427	$ 661,422	$ 683,189	$ 705,763	$ 729,181
Plus/Minus Reserves Collection							
Plus/Minus Reserves Metro							
Subtotal Expenditures	$ 10,554,520	$ 14,754,816	$ 17,005,797	$ 17,351,672	$ 17,450,568	$ 16,552,587	$ 15,827,834
W/Current Budget and Straight Inflation	$ 10,554,520	$ 14,754,816	$ 17,005,797	$ 17,351,672	$ 17,450,568	$ 16,552,587	$ 15,827,834

City of National City
FY 2025 Base Year
Step 1 -- Customer Summary and Estimated Flows

Units of Service and Loadings		FLOW:			COD:		SS:	
User Group	No. of Active Customers	(A) Billing Flow	(B) Billing Flow	(C) Annual Flow (MG/Year)	(D) COD User	(E) Annual COD Load	(F) SS per User	(G) Annual Load
		(MGD)	(HCF)		(MG/L)	(LBS/YR)	(MG/L)	(LBS/YR)
Single Family	5,969	0.9546	541,160.1	348.43	200	581,170	200	581,170
Multi-family/Condo	8,293	2.2238	1,085,130.9	811.68	200	1,353,834	200	1,353,834
Mobile Homes	365	0.0382	18,651.0	13.95	200	23,269	200	23,269
Subtotal- Residential	14,627	**3.2166**	**1,644,942**	**1,174.06**		**1,958,274**		**1,958,274**
Commercial - Low	1,793	0.5038	245,846.5	183.89	200	306,724	200	306,724
Commercial - Medium Low	925	0.1427	69,657.3	52.10	200	86,906	300	130,359
Commercial - Medium	4	0.0290	14,139.0	10.58	400	35,280	400	35,280
Commercial - Medium High	19	0.0176	8,602.2	6.43	600	32,197	500	26,831
Commercial - High	110	0.1592	77,676.0	58.10	680	329,495	900	436,097
Subtotal Non-Residential	2,851	**0.8524**	**415,921**	**311.11**		**790,602**		**935,291**
TOTAL	**17,478**	**4.0690**	**2,060,863**	**1,485.17**		**2,748,876**		**2,893,564**

City of National City
FY 2025 Base Year
Step 2 -- Determination of Unit Costs

Metro Cost Projections

Cost Category	Parameter Allocation Percentages	FY22 Unit Cost	FY23 Unit Cost	FY24 Unit Cost	FY25 Unit Cost	FY26 Unit Cost	FY27 Unit Cost	FY28 Unit Cost	FY29 Unit Cost	FY30 Unit Cost
1. Collection System Volume Related Costs		$ 1,563,062	$ 1,795,128	$ 3,625,905	$ 7,103,143	$ 9,057,517	$ 9,151,044	$ 9,247,521	$ 8,347,048	$ 7,449,729
Annual Flow (MG)		1,485.17	1,485.17	1,485.17	1,485.17	1,485.17	1,485.17	1,485.17	1,485.17	1,485.17
Unit Cost ($ /MG)		$ 1,052.44	$ 1,208.70	$ 2,441.40	$ 4,782.71	$ 6,098.63	$ 6,161.60	$ 6,226.56	$ 5,620.25	$ 5,016.07
2. Sewage Treatment & Transportation Costs: Metro Blend Projections		$ 6,109,203	$ 7,198,480	$ 6,928,614	$ 7,651,673	$ 7,948,280	$ 8,200,628	$ 8,203,047	$ 8,205,539	$ 8,378,105
Cost Per Parameter	Parameter Allocation %'s*									
Flow (MG)	50.8%	3,103,475	3,656,828	3,519,736	3,887,050	4,037,726	4,165,919	4,167,148	4,168,414	4,256,077
COD (LBS.)	23.1%	1,411,226	1,662,849	1,600,510	1,767,537	1,836,053	1,894,345	1,894,904	1,895,479	1,935,342
SS (LBS.)	26.1%	1,594,502	1,878,803	1,808,368	1,997,087	2,074,501	2,140,364	2,140,995	2,141,646	2,186,685
	100.0%									
Annual Flow (MG)		1,485.17	1,485.17	1,485.17	1,485.17	1,485.17	1,485.17	1,485.17	1,485.17	1,485.17
Pounds of COD (lbs)		2,748,876	2,748,876	2,748,876	2,748,876	2,748,876	2,748,876	2,748,876	2,748,876	2,748,876
Pounds of SS (lbs)		2,893,564	2,893,564	2,893,564	2,893,564	2,893,564	2,893,564	2,893,564	2,893,564	2,893,564
Unit Cost ($ / HCF)		$ 2,089.64	$ 2,462.22	$ 2,369.92	$ 2,617.24	$ 2,718.69	$ 2,805.01	$ 2,805.83	$ 2,806.69	$ 2,865.71
Unit Cost ($ / COD lb)		$ 0.51	$ 0.60	$ 0.58	$ 0.64	$ 0.67	$ 0.69	$ 0.69	$ 0.69	$ 0.70
Unit Cost ($ / SS lb)		$ 0.55	$ 0.65	$ 0.62	$ 0.69	$ 0.72	$ 0.74	$ 0.74	$ 0.74	$ 0.76
Total Revenue Requirement For Rates		**$ 7,672,265**	**$ 8,993,608**	**$ 10,554,520**	**$ 14,754,816**	**$ 17,005,797**	**$ 17,351,672**	**$ 17,450,568**	**$ 16,552,587**	**$ 15,827,834**
Check		-	-	-	-	-	-	-	-	-

FY26					Volume (Flow)	Strength (Treatment)				Rates	
User Group	No. of EDUs	Annual Flow (MG)	COD Annual Load (lbs)	SS Annual Load (lbs)	Unit Cost ($/MG) $ 6,098.63	Flow Unit Cost ($/MG) $ 2,718.69	COD Unit Cost ($/lb.) $ 0.67	SS Unit Cost ($/lb.) $ 0.72	Total Annual Revenue Required	Monthly Flat Rate with no reserves	Rate Per HCF
Single Family	5,969	348.43	581,170	581,170	$ 2,124,975	$ 947,287	$ 388,180	$ 416,662	$ 3,877,104	$ 54.13	
Multi-family/Condo	8,293	811.68	1,353,834	1,353,834	$ 4,950,122	$ 2,206,702	$ 904,264	$ 970,613	$ 9,031,701	$ 90.76	
Mobile Homes	365	13.95	23,269	23,269	$ 85,082	$ 37,928	$ 15,542	$ 16,683	$ 155,235	$ 35.44	
Subtotal- Residential	14,627	1,174.06	1,958,274	1,958,274	$ 7,160,179	$ 3,191,917	$ 1,307,987	$ 1,403,957	$ 13,064,040		
Commercial - Low	1,793	183.89	306,724	306,724	$ 1,121,496	$ 499,949	$ 204,870	$ 219,901	$ 2,046,216		$ 8.32
Commercial - Medium Low	925	52.10	86,906	130,359	$ 317,761	$ 141,654	$ 58,047	$ 93,459	$ 610,921		$ 8.77
Commercial - Medium	4	10.58	35,280	35,280	$ 64,499	$ 28,753	$ 23,565	$ 25,294	$ 142,110		$ 10.05
Commercial - Medium High	19	6.43	32,197	26,831	$ 39,241	$ 17,493	$ 21,505	$ 19,236	$ 97,476		$ 11.33
Commercial - High	110	58.10	329,495	436,097	$ 354,340	$ 157,960	$ 220,079	$ 312,653	$ 1,045,034		$ 13.45
Subtotal Non-Residential	2,851	311.11	790,602	935,291	$ 1,897,338	$ 845,809	$ 528,066	$ 670,544	$ 3,941,756		
Total	**17,478**	**1,485.17**	**2,748,876**	**2,893,564**	**$ 9,057,517**	**$ 4,037,726**	**$ 1,836,053**	**$ 2,074,501**	**$ 17,005,797**		
Check (Should = 0)	-		-	-					$ -		

FY27					Volume (Flow)	Strength (Treatment)				Rates	
User Group	No. of EDUs	Annual Flow (MG)	COD Annual Load (lbs)	SS Annual Load (lbs)	Unit Cost ($/MG) $ 6,161.60	Flow Unit Cost ($/MG) $ 2,805.01	COD Unit Cost ($/lb.) $ 0.69	SS Unit Cost ($/lb.) $ 0.74	Total Annual Revenue Required	Monthly Flat Rate with no reserves	Rate Per HCF
Single Family	5,969	348.43	581,170	581,170	$ 2,146,917	$ 977,362	$ 400,504	$ 429,891	$ 3,954,674	$ 55.21	
Multi-family/Condo	8,293	811.68	1,353,834	1,353,834	$ 5,001,237	$ 2,276,762	$ 932,974	$ 1,001,429	$ 9,212,401	$ 92.57	
Mobile Homes	365	13.95	23,269	23,269	$ 85,960	$ 39,133	$ 16,036	$ 17,212	$ 158,341	$ 36.15	
Subtotal- Residential	14,627	1,174.06	1,958,274	1,958,274	$ 7,234,114	$ 3,293,257	$ 1,349,514	$ 1,448,531	$ 13,325,416		
Commercial - Low	1,793	183.89	306,724	306,724	$ 1,133,077	$ 515,822	$ 211,374	$ 226,883	$ 2,087,155		$ 8.49
Commercial - Medium Low	925	52.10	86,906	130,359	$ 321,042	$ 146,151	$ 59,890	$ 96,426	$ 623,509		$ 8.95
Commercial - Medium	4	10.58	35,280	35,280	$ 65,165	$ 29,666	$ 24,313	$ 26,097	$ 145,240		$ 10.27
Commercial - Medium High	19	6.43	32,197	26,831	$ 39,646	$ 18,049	$ 22,188	$ 19,847	$ 99,730		$ 11.59
Commercial - High	110	58.10	329,495	436,097	$ 357,999	$ 162,976	$ 227,067	$ 322,580	$ 1,070,621		$ 13.78
Subtotal Non-Residential	2,851	311.11	790,602	935,291	$ 1,916,930	$ 872,663	$ 544,831	$ 691,833	$ 4,026,256		
Total	**17,478**	**1,485.17**	**2,748,876**	**2,893,564**	**$ 9,151,044**	**$ 4,165,919**	**$ 1,894,345**	**$ 2,140,364**	**$ 17,351,672**		
Check (Should = 0)	-								$ -		

FY28					Volume (Flow)	Strength (Treatment)				Rates	
User Group	No. of EDUs	Annual Flow (MG)	COD Annual Load (lbs)	SS Annual Load (lbs)	Unit Cost ($/MG) $ 6,226.56	Flow Unit Cost ($/MG) $ 2,805.83	COD Unit Cost ($/lb.) $ 0.69	SS Unit Cost ($/lb.) $ 0.74	Total Annual Revenue Required	Monthly Flat Rate with no reserves	Rate Per HCF
Single Family	5,969	348.43	581,170	581,170	$ 2,169,552	$ 977,650	$ 400,623	$ 430,017	$ 3,977,842	$ 55.53	
Multi-family/Condo	8,293	811.68	1,353,834	1,353,834	$ 5,053,964	$ 2,277,434	$ 933,249	$ 1,001,724	$ 9,266,370	$ 93.11	
Mobile Homes	365	13.95	23,269	23,269	$ 86,866	$ 39,144	$ 16,040	$ 17,217	$ 159,268	$ 36.36	
Subtotal- Residential	14,627	1,174.06	1,958,274	1,958,274	$ 7,310,382	$ 3,294,228	$ 1,349,912	$ 1,448,959	$ 13,403,481		
Commercial - Low	1,793	183.89	306,724	306,724	$ 1,145,023	$ 515,974	$ 211,436	$ 226,950	$ 2,099,382		$ 8.54
Commercial - Medium Low	925	52.10	86,906	130,359	$ 324,427	$ 146,194	$ 59,908	$ 96,455	$ 626,983		$ 9.00
Commercial - Medium	4	10.58	35,280	35,280	$ 65,852	$ 29,674	$ 24,320	$ 26,104	$ 145,951		$ 10.32
Commercial - Medium High	19	6.43	32,197	26,831	$ 40,064	$ 18,054	$ 22,195	$ 19,853	$ 100,166		$ 11.64
Commercial - High	110	58.10	329,495	436,097	$ 361,774	$ 163,024	$ 227,133	$ 322,675	$ 1,074,606		$ 13.83
Subtotal Non-Residential	2,851	311.11	790,602	935,291	$ 1,937,139	$ 872,920	$ 544,992	$ 692,037	$ 4,047,088		
Total	**17,478**	**1,485.17**	**2,748,876**	**2,893,564**	**$ 9,247,521**	**$ 4,167,148**	**$ 1,894,904**	**$ 2,140,995**	**$ 17,450,568**		
Check (Should = 0)	-								$ -		

FY29					Volume (Flow)	Strength (Treatment)				Rates	
User Group	No. of EDUs	Annual Flow (MG)	COD Annual Load (lbs)	SS Annual Load (lbs)	Unit Cost ($/MG) $ 5,620.25	Flow Unit Cost ($/MG) $ 2,806.69	COD Unit Cost ($/lb.) $ 0.69	SS Unit Cost ($/lb.) $ 0.74	Total Annual Revenue Required	Monthly Flat Rate with no reserves	Rate Per HCF
Single Family	5,969	348.43	581,170	581,170	$ 1,958,293	$ 977,947	$ 400,744	$ 430,148	$ 3,767,132	$ 52.59	
Multi-family/Condo	8,293	811.68	1,353,834	1,353,834	$ 4,561,837	$ 2,278,125	$ 933,532	$ 1,002,028	$ 8,775,522	$ 88.18	
Mobile Homes	365	13.95	23,269	23,269	$ 78,408	$ 39,156	$ 16,045	$ 17,223	$ 150,832	$ 34.44	
Subtotal- Residential	14,627	1,174.06	1,958,274	1,958,274	$ 6,598,537	$ 3,295,229	$ 1,350,322	$ 1,449,399	$ 12,693,486		
Commercial - Low	1,793	183.89	306,724	306,724	$ 1,033,527	$ 516,130	$ 211,500	$ 227,019	$ 1,988,176		$ 8.09
Commercial - Medium Low	925	52.10	86,906	130,359	$ 292,836	$ 146,239	$ 59,926	$ 96,484	$ 595,484		$ 8.55
Commercial - Medium	4	10.58	35,280	35,280	$ 59,440	$ 29,683	$ 24,327	$ 26,112	$ 139,563		$ 9.87
Commercial - Medium High	19	6.43	32,197	26,831	$ 36,163	$ 18,059	$ 22,201	$ 19,859	$ 96,283		$ 11.19
Commercial - High	110	58.10	329,495	436,097	$ 326,546	$ 163,073	$ 227,202	$ 322,773	$ 1,039,595		$ 13.38
Subtotal Non-Residential	2,851	311.11	790,602	935,291	$ 1,748,511	$ 873,185	$ 545,157	$ 692,247	$ 3,859,101		
Total	**17,478**	**1,485.17**	**2,748,876**	**2,893,564**	**$ 8,347,048**	**$ 4,168,414**	**$ 1,895,479**	**$ 2,141,646**	**$ 16,552,587**		
Check (Should = 0)	-								$ -		

FY30					Volume (Flow)	Strength (Treatment)				Rates	
User Group	No. of EDUs	Annual Flow (MG)	COD Annual Load (lbs)	SS Annual Load (lbs)	Unit Cost ($/MG) $ 5,016.07	Flow Unit Cost ($/MG) $ 2,865.71	COD Unit Cost ($/lb.) $ 0.70	SS Unit Cost ($/lb.) $ 0.76	Total Annual Revenue Required	Monthly Flat Rate with no reserves	Rate Per HCF
Single Family	5,969	348.43	581,170	581,170	$ 1,747,774	$ 998,514	$ 409,172	$ 439,194	$ 3,594,654	$ 50.19	
Multi-family/Condo	8,293	811.68	1,353,834	1,353,834	$ 4,071,433	$ 2,326,035	$ 953,165	$ 1,023,101	$ 8,373,735	$ 84.14	
mobile homes	365	13.95	23,269	23,269	$ 69,979	$ 39,979	$ 16,383	$ 17,585	$ 143,926	$ 32.86	
Subtotal- Residential	14,627	1,174.06	1,958,274	1,958,274	$ 5,889,185	$ 3,364,529	$ 1,378,720	$ 1,479,880	$ 12,112,314		
Commercial - Low	1,793	183.89	306,724	306,724	$ 922,421	$ 526,985	$ 215,948	$ 231,793	$ 1,897,147		$ 7.72
Commercial - Medium Low	925	52.10	86,906	130,359	$ 261,356	$ 149,314	$ 61,186	$ 98,513	$ 570,369		$ 8.19
Commercial - Medium	4	10.58	35,280	35,280	$ 53,050	$ 30,308	$ 24,839	$ 26,662	$ 134,858		$ 9.54
Commercial - Medium High	19	6.43	32,197	26,831	$ 32,276	$ 18,439	$ 22,668	$ 20,276	$ 93,659		$ 10.89
Commercial - High	110	58.10	329,495	436,097	$ 291,442	$ 166,503	$ 231,981	$ 329,561	$ 1,019,486		$ 13.12
Subtotal Non-Residential	2,851	311.11	790,602	935,291	$ 1,560,544	$ 891,549	$ 556,622	$ 706,805	$ 3,715,520		
Total	**17,478**	**1,485.17**	**2,748,876**	**2,893,564**	**$ 7,449,729**	**$ 4,256,077**	**$ 1,935,342**	**$ 2,186,685**	**$ 15,827,834**		
Check (Should = 0)	-								$ -		

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, REPEALING ORDINANCE NO. 2017-2442, AS AMENDED BY ORDINANCE NO. 2023-2521, AND ADOPTING AN ORDINANCE ESTABLISHING SEWER SERVICE CHARGES FOR FISCAL YEARS 2025-2026, 2026-2027, 2027-2028, 2028-2029, AND 2029-2030.

WHEREAS, the City of National City ("City") provides wastewater service to more than 17,000 customers within the incorporated area of the City, and owns and operates approximately 100 miles of sewer pipeline, 2,000 manholes, and two lift stations; and

WHEREAS, in the fall of 2024, the City retained an outside consultant, Ardurra Group, Inc., to perform a sewer rate study in order to develop a wastewater multi-year financial plan, cost of service analysis, and rate design for the City (the "Study"); and

WHEREAS, on March 4, 2025, the City Council accepted the Study, which recommended increasing sewer service charges to reflect current costs of providing sewer service to customers within the City; and

WHEREAS, on March 12, 2025, the City mailed the "Notice of Public Hearing to Consider Proposed Adjustments to Sewer Service Charges" to all City property owners to satisfy the notice requirements of Proposition 218; and

WHEREAS, on May 6, 2025, no majority protest of such property owners was presented upon conclusion of the noticed Proposition 218 public hearing to consider the proposed adjustments to sewer service charges.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

Section 1: That the City Council hereby repeals Ordinance No. 2017-2442, as amended by Ordinance No. 2023-2521, which established sewer service charges for Fiscal Years 2018-2019, 2019-2020, 2020-2021, 2021-2022, and 2022-2023 and extended said charges for Fiscal Years 2023-2024 and 2024-2025.

Section 2: That, in order to meet the current costs of providing sewer service to customers within the City of National City, as established by the sewer rate study accepted by the City Council on March 4, 2025, the City Council of the City of National City hereby approves, adopts, and authorizes the sewer service charges for Fiscal Years 2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030, including adjustments in conformance with California Government Code section 53756, as set forth in the attached Exhibit "A", which is incorporated herein by reference, effective July 1, 2025.

Section 3: This Ordinance shall take effect and be in force thirty days (30) 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 4: The City Council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the City Council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning and effect to the remaining provisions of this chapter.

Section 5: The proposed action is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) – general rule; the project is not considered a project under CEQA as there is no possibility that the activity raised by this Ordinance may have a significant impact on the environment; the City currently charges sewer services fees and by this ordinance will substitute the existing fee schedule with an updated schedule.

Section 6: The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, California, held on the 6th day of May, 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

Exhibit A

Annual Sewer Service Charges for FY 2025-2026 to FY 2029-2030

	EXISTING 2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Residential: $ Per Month						
Single Family	$ 51.18	$ 52.72	$ 54.30	$ 55.93	$ 57.60	$ 59.33
Multi-family/Condo	$ 39.92	$ 41.12	$ 42.35	$ 43.62	$ 44.93	$ 46.28
Mobile Homes	$ 31.22	$ 31.53	$ 31.85	$ 32.17	$ 32.49	$ 32.81
Non-Residential: $ Per HCF						
Commercial - Low	$ 5.25	$ 5.67	$ 6.12	$ 6.61	$ 7.14	$ 7.71
Commercial - Medium Low	$ 5.66	$ 6.06	$ 6.48	$ 6.93	$ 7.42	$ 7.94
Commercial - Medium	$ 6.80	$ 7.28	$ 7.79	$ 8.33	$ 8.91	$ 9.54
Commercial - Medium High	$ 7.95	$ 8.43	$ 8.93	$ 9.47	$ 10.04	$ 10.64
Commercial - High	$ 9.88	$ 10.42	$ 11.00	$ 11.60	$ 12.24	$ 12.91

* Duplexes or a single family with a single ADU on one property are charged one single family rate and one multi-family rate.

AGENDA REPORT

Department: Community Development
Prepared by: Martin Reeder, AICP – Asst. Director of Community Development
Meeting Date: Tuesday, May 6, 2025
Approved by: Scott W. Huth, Interim City Manager

SUBJECT:
Update on the Development of Accessory Dwelling Units

RECOMMENDATION:
File the report

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City adopted an Ordinance regulating Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) development in 2021. The purpose of the Ordinance was to provide for the construction of ADUs in areas zoned to allow residential uses pursuant to Government Code Section 65852.2 related to addressing the state's housing crisis. In addition to being compliant with state code, ADUs help advance the goals and policies of the city's housing element related to affordability, neighborhood preservation, housing choice, and income preservation.

ADU production
In the years 2022, 2023, and 2024, 10, 23, and 22 ADUs (including JADUs) were produced, although 108 permits were issued. 108 issued permits would be an average of 36 ADUs per year. Planning Division records show over 200 projects related to ADU deed restrictions. However, the discrepancy is likely due to projects that are still in review. The 108 units were reported in the City's Annual Progress Reports (APR), which inform the state of the City's progress in meeting its Regional Housing Needs Allocation (RHNA) commitments.

In 2023, the City received a SANDAG technical assistant grant for the production of an ADU Handbook, which was published in March 2024. The handbook has been a useful tool for both the public and for staff to understand and implement the City's ADU program. The Handbook is published on the City's website[1] and includes all information needed by prospective homeowners and developers, including utilities, fire protection, parking, design, and permit processing.

State Bills
There were many new bills introduced in 2024, as noted below, all of which are mandatory. The City may be more permissive than the State on ADUs. All new laws from 2024 are addressed in the updated ADU Handbook from January 2025.

[1] https://www.nationalcityca.gov/home/showpublisheddocument/33455/638603728477570000

- **SB 1211:** Increases the number of detached ADUs that can be approved ministerially in multifamily residential projects.
  - Allows up to eight detached ADUs on a lot with an existing multifamily dwelling.
  - Allows up to two detached ADUs on a lot with a proposed multifamily dwelling.

- **AB 2533:** Addresses unpermitted ADUs built before January 1, 2020, allowing them to be legalized.
  - Prohibits local agencies from penalizing applicants for having unpermitted ADUs.
  - Requires local agencies to approve necessary permits to correct noncompliance with health and safety standards.

- **SB 1077:**
  - Streamlines the permitting process for ADUs in coastal zones.

- **AB 1332:**
  - Imposes additional obligations on local agencies to accelerate ADU approvals and reduce bureaucratic barriers.
  - Requires local agencies to establish a preapproval program for ADU plans.
  - Requires agencies to publish pre-approved ADU plans online.
  - Requires agencies to recognize and post plans pre-approved by other local or state agencies.

- **AB 434:** Requires all California cities and municipalities to have a pre-approved ADU plan scheme in place by January 1, 2025.

- **AB 976:** Removes the requirement that homeowners looking to rent out their ADU or their single-family home must live on the property.

- **SB 684:** Makes it easier to divide up large parcels of land for modest clusters of townhomes and cottages, but only in areas already zoned for multifamily housing.

- **SB 1037:** Cracks down on local governments that block or delay approved housing, imposing penalties up to $50,000 per month, with funds going towards affordable housing.

- **AB 2221:** Streamlines California ADU law, facilitating easier construction, especially in unused commercial spaces.
  - Allows builders to seamlessly propose and construct ADUs in new multifamily housing plans.
  - Reduces arbitrary decisions blocking ADU construction.

- **SB 1123:** Requires local agencies to ministerially approve the subdivision of vacant, single-family lots to allow for up to ten units, as specified.

There are also pending bills for 2025, not yet approved. Because the state's legislative session has not yet ended, some of these pending bills may change or be deleted. A final list of adopted bills is usually published in the Spring.

- **SB 79:** Allows multi-family homes near transit.
  - Not ADU-specific, but multi-family properties can yield more ADUs than single-family properties.
- **AB 253:** Allows for third party permit review for residential projects, which could include ADUs.

- **AB 1308:** Allows for third party inspections for residential projects, which could include ADUs.
- **AB 1154:** Clarifies existing language related to JADUs and small ADUs.

Challenges

ADU production has proven to be of great benefit to the region in the realm of housing production, especially by providing housing without the cost of acquiring new land, dedicated parking, and costly infrastructure. However, it has not been without its downside. Other cities in San Diego County have received significant pushback on their regulations, the City of San Diego in particular.

San Diego's ADU Bonus Program (2021) allows a property owner to build a second "bonus" unit if they agree to construct an ADU and restrict the rent to an affordable level. The program also allows for a maximum of five units on one property in areas not served by public transit. In transit priority areas, the number can be even higher.

The City of Chula Vista voted late last year to not increase the number of allowable ADUs in the City. A consideration to allow up to two detached ADUs with a cap of four total units was rejected by both their Planning Commission and City Council.[2]

In researching other issues in the state related to ADUs, there are some references to concerns over parking, but most of the news articles on ADUs in California have a positive tone. Outliers are the coastal communities due to the views (Laguna Beach) and outright disdain (Huntington Beach). There were also concerns raised about areas with wildfire risk a few years ago, but not recently.

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:

Not Applicable

[2] https://www.kpbs.org/news/economy/2024/10/14/chula-vista-granny-flat-adu-rules

AGENDA REPORT

Department: **Human Resources**
Prepared by: **Lydia Flores-Hernandez, Human Resources Director**
Meeting Date: **Tuesday, May 6, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
City Manager Executive Recruitment

RECOMMENDATION:
Retain an Executive Recruitment Firm for City Manager Recruitment

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On April 18, 2025, the City Council and City Manager Ben Martinez mutually agreed that Mr. Martinez would step down from his role, effective immediately, thereby creating a vacancy in the position of City Manager. Subsequently, on April 22, 2025, the City Council approved the appointment of Scott Huth as Interim City Manager.

The position of City Manager plays a critical role in leading the city's administrative operations, executing the vision of the City Council, and serving as the primary liaison between city staff and the community. Given the significance of this role, it is essential that the recruitment process is thorough, timely, and attracts individuals with the requisite experience, leadership qualities, and values aligned with our community's goals.

City staff now seeks direction regarding the process to permanently fill the City Manager position. Engaging an executive recruitment firm is a common practice, with typical costs ranging from $25,000 to $60,000. The average timeline to complete a City Manager recruitment is approximately three to six months.

The first option is for the Human Resources Department to manage the recruitment process internally.

The second option is to engage an external executive search firm to conduct a nationwide search for the next City Manager.

Executive recruitment services typically include the development of a comprehensive position profile—informed by input from City Councilmembers—followed by targeted advertising, outreach, and screening of candidates. The process also involves coordinating structured interviews and conducting thorough reference checks for top finalists before presenting candidates for Council consideration.

FINANCIAL STATEMENT:
The estimated fiscal impact of engaging an executive recruitment firm is expected to range between $25,000 and $60,000. A specific budget appropriation will be identified upon the selection of a service provider.

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:
None