# 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.

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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, August 19, 2025, 6:00 p.m.**
**City Council Chamber - 1243 National City Boulevard**
**National City, CA**

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

   6.1 Flagship Cruises and Events - Electric Ferry

   6.2 American Golf - National City Golf Course 7

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. 25

Recommendation:
Approve and file.

8.3 Approval of an Agreement Amendment with Burke, Williams & Sorensen, LLP for Legal Services in Connection with Case Titled Cummins v. the City of National City – Appeal by Increasing the Not-to-Exceed Amount by $100,000 for a New Total Not-to-Exceed Amount 40

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Amending the Agreement between the City of National City and Burke, Williams & Sorensen, LLP, for Legal Services in Connection with Case Titled Cummins v. the City of National City – Appeal by Increasing the Not-to-Exceed Amount by $100,000 for a New Total Not-to-Exceed Amount of $175,000.”

8.4 Approval of an Amendment to the Agreement with Liebert Cassidy Whitmore for Legal Services Pertaining to Employment Law Matters. 103

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Amending the Agreement between the City of National City and Liebert Cassidy Whitmore for Legal Services Regarding Labor and Employment Law Matters to Increase the Not-to-Exceed Amount by $100,000.”

8.5 Approval of an Agreement Amendment with Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Negotiations by Extending the Agreement to December 31, 2025 114

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Amending the Agreement between the City of National City and Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Negotiations by Extending the Agreement to December 31, 2025.

8.6 Approval of an Agreement with The Vision Culture Foundation for a Mural on the National City Public Works Building at 1720 Wilson Avenue. 130

Recommendation:
Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with The Vision Culture Foundation for a Mural on the Public Works Building Located at 1720 Wilson Avenue.”

8.7 Awarding a Contract to A. Preman Roofing, Inc., for the Library Roof Replacement Project, CIP No. 25-09. 147

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to A. Preman Roofing, Inc. in the Not-to-Exceed Amount of $407,829 for the Library Roof Replacement Project, CIP No. 25-09; 2) Authorizing a 15% Contingency in the Amount of $61,175 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation in the Amount of $469,004 in the Library Capital Outlay Fund.”

8.8 Land and Water Conservation Fund Assistance for the Proposed Las Palmas Little League Ballfields Restoration Project 167

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Approving the Filing of an Application for Land and Water Conservation Fund Grant Funds from the State of California Department of Parks and Recreation for the Proposed Las Palmas Little League Ballfields Restoration Project; 2) Authorizing the City Engineer to Execute the Grant Application, Grant Agreement and Subsequent Documents if Awarded; and 3) Committing to Providing a Local Match.”

8.9 National City Chamber of Commerce Economic Development Agreement – FY 26 193

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 the National City Chamber of Commerce for a Not-to-Exceed Amount of $50,000 to Assist in Economic Development Services.”

8.10 Notice of Decision – Planning Commission Approval of a Coastal Development Permit and Conditional Use Permit (CUP) for On-Site Beer and Wine Sales, and Live Entertainment at an Existing Restaurant (La Malquerida by Dolche) Located at 1524 McKinley Avenue. 212

Recommendation:
Staff Recommends Approval of the Request for On-Site Beer and Wine Sales and Live Entertainment, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2025-07, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol and Live Entertainment are Conditionally-Allowed Uses in the Medium Manufacturing Zone and Would be Accessory to Food Sales at the Restaurant.

8.11 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for On-Site Beer and Wine Sales and Live Entertainment at an Existing Restaurant (Sushi N' Gone) Located at 1539 E 8th Street. 261

Recommendation:
Staff Recommends Approval of the Request for On-Site Beer and Wine Sales and Live Entertainment, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2025-06, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol and Live Entertainment are Conditionally-Allowed Uses in the Major Mixed-Use Corridor Zone and Would be Accessory to Food Sales at the Restaurant.

8.12 2025 Performance Report of Annual Fire Safety Inspections 312

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Acknowledging Receipt of a Report Made by the Fire Chief of the National City Fire Department Regarding the Annual Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code."

8.13 Successor Agency Proposed Budget for Fiscal Year 2025-26 316

Recommendation:
Adopt the Resolution Entitled: "Resolution of the Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, California, Adopting a Budget of $4,128,682 for Fiscal Year 2025-26."

8.14 Warrant Register No. 47 for the Period of 5/16/25 through 5/22/25 in the Amount of $2,277,810.41 321

Recommendation:
Ratify Warrants Totaling $2,277,810.41

8.15 Warrant Register No. 48 for the Period of 5/23/25 through 5/29/25 in the Amount of $1,181,714.48 330

Recommendation:
Ratify Warrants Totaling $1,181,714.48

8.16 Warrant Register No. 49 for the Period of 5/30/25 through 6/5/25 in the Amount of $3,907,751.19 338

Recommendation:
Ratify Warrants Totaling $3,907,751.19

## 9. CONTINUED PUBLIC HEARING

9.1 Continued Public Hearing - First Reading and Introduction of an Ordinance Amending Section 8.32.015 of the National City Municipal Code Related to the Keeping of Hen Chickens. 348

Recommendation:
Introduce the Ordinance Entitled: "An Ordinance of the City Council of the City of National City, California, Amending Section 8.32.015 'Restrictions on Keeping Certain Animals, Birds, and Reptiles' of the National City Municipal Code Pertaining to the Allowance of Keeping Additional Hen Chickens."

## 10. PUBLIC HEARING

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

10.1 Public Hearing - First Reading and Introduction of an Ordinance Adding Chapter 6.30 (Short-Term Rentals) to the National City Municipal Code. 353

Recommendation:
Introduce the Ordinance Entitled, "An Ordinance of the City Council of the City of National City, California, Amending Title 6 (Business and Franchise Taxes) of the National City Municipal Code Adding Chapter 6.30 (Short-Term Rentals)."

10.2 Public Hearing: Introduction and First Reading of an Ordinance Amending Title 15 (Buildings And Construction) of the National City Municipal Code Creating a New Section (15.83 – Lot Tie Agreements). 375

Recommendation:
Introduce the Ordinance Entitled: "An Ordinance of the City Council of the City of National City, California, Amending Title 15 (Buildings and Construction) of the National City Municipal Code Creating a New Section (15.83 – Lot Tie Agreements)"

10.3 Public Hearing – Amendment of NCMC 9.38 establishing a Tobacco Retail License Program 380

Recommendation:
Provide Feedback to Staff and/or Introduce the Ordinance entitled, "An Ordinance of the City Council of the City of National City Amending Title 9 of the National City Municipal Code by Amending Chapter 9.38 Pertaining to Tobacco Retailer Licensing and Restricting the Sale, Display and Promotion of Tobacco to Youth."

## 11. STAFF REPORTS


11.1 Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation. 399

Recommendation:
Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Amendment to the Agreement with American Golf Corporation for the Maintenance and Operation of the National City Golf Course to Extend the Agreement by Sixty Days to October 31, 2025.”

11.2 Setting the FY 2026 Property Tax Rate for Library General Obligation Bonds 579

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Setting the Fiscal Year 2026 Secured Property Tax Rate for the Library General Obligation Bonds at 0.00266 cent (0.00266%) per $100 of Assessed Valuation.”


## 12. CITY MANAGER’S REPORT

## 13. ELECTED OFFICIALS REPORT


13.1 POLICY 105 REQUEST - Discussion Regarding Resolution to Support Utility Affordability and Accountability Legislative Package - Requested by Vice-Mayor Bush 583

13.2 POLICY 105 REQUEST - Discussion Regarding Activity Cultural Economic (ACE) - Requested by Vice-Mayor Bush 588


## 14. CITY ATTORNEY REPORT

## 15. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, September 2, 2025 - 6:00 p.m. - Council Chambers - National City, California.

NATIONAL CITY GOLF COURSE

American Golf

# NATIONAL CITY GOLF COURSE

**TOGETHER WE CAN**



1439 Sweetwater Road
National City, CA 91950

nationalcitygc.com

NATIONAL CITY GOLF COURSE

American Golf

# NATIONAL CITY GC LEADERS



**JOSE GOMEZ**

GENERAL MANAGER



**CHARLES FEDLIZO**

OPERATIONS MANAGER



**MIGUEL LLAMAS**

SUPERINTENDENT



**EVERETT BABCOCK**

PROGRAMMING

NATIONAL CITY GOLF COURSE

American Golf.

# WHO WE SERVE

**9000+**
**NATIONAL CITY RESIDENTS**

**68,000+**
**ANNUAL ROUNDS**

**3000+**
**VISITORS GREATER SAN DIEGO**

**1100**
**ANNUAL JUNIOR VISITORS**

**2500+**
**ANNUAL SENIORS VISITORS**




NATIONAL CITY GOLF COURSE

# PARTNERSHIP

## PROUDLY SERVING NATIONAL CITY SINCE 1984

NATIONAL CITY GOLF COURSE

American Golf.

## 1984




**PARTNERSHIP WITH AMERICAN GOLF**

## 1985




**GOLF COURSE RE-OPENS TO PUBLIC**

## 2002



**ESTABLISHED RESIDENT ACCESS PROGRAM**

## 2025




**NEXT 5 YEARS**

# How Public-Private Partnership Benefits National City

American Golf

- ✅ Covers 100% of operating costs
- ✅ Maintains & staffs facility
- ✅ Invests in upkeep & improvements
- ✅ Manages revenue (green fees, events)
- ✅ Absorbs risk during downturns/weather
- ✅ Handles cleanup & repairs (e.g., after rain)




NATIONAL CITY GOLF COURSE

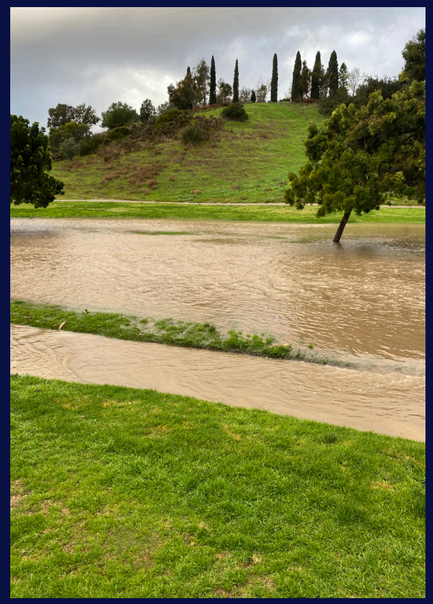
- ✅ No direct operating expense
- ✅ Receives consistent rent
- ✅ Gains enhanced community amenity
- ✅ Protects public land and access
- ✅ Retains land ownership & open space
- ✅ No taxpayer funds required

**Public Benefit: Clean, Open, Accessible Green Space + Guaranteed Rent + No City Cost**

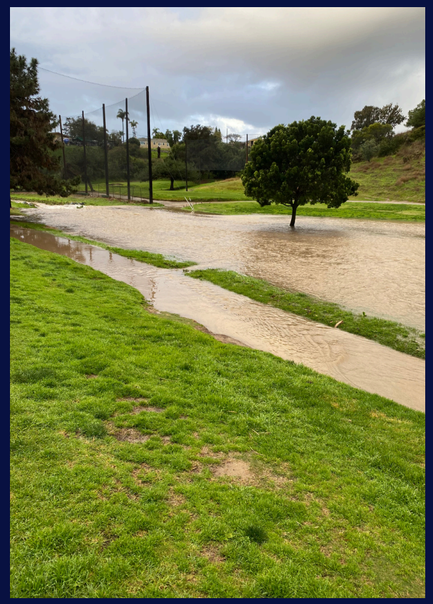


# 2024 STORMS

## Storm Water Mitigation after Heavy Rains







NATIONAL CITY GOLF COURSE

American Golf

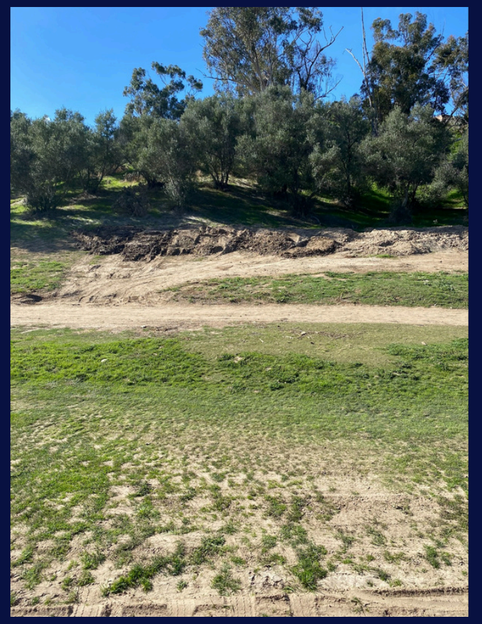
# Storm Water Mitigation after Heavy Rains

Following the intense rainfall that impacted much of Southern California in 2024, National City Golf Course—like many areas in the region—experienced significant surface flooding (see photo). Thanks to the strength of our public-private partnership, cleanup efforts were initiated immediately, and the course was safely re-opened within a few days.

Operated at no cost to the City of National City, the golf course serves as both a recreational amenity and an important open space buffer for the surrounding neighborhood. The prompt restoration of playability is a testament to the ongoing commitment by our operational partners to maintain a clean, safe, and accessible environment for all residents and guests.

As always, the wellbeing of our community and the long-term sustainability of this shared public resource remain top priorities.







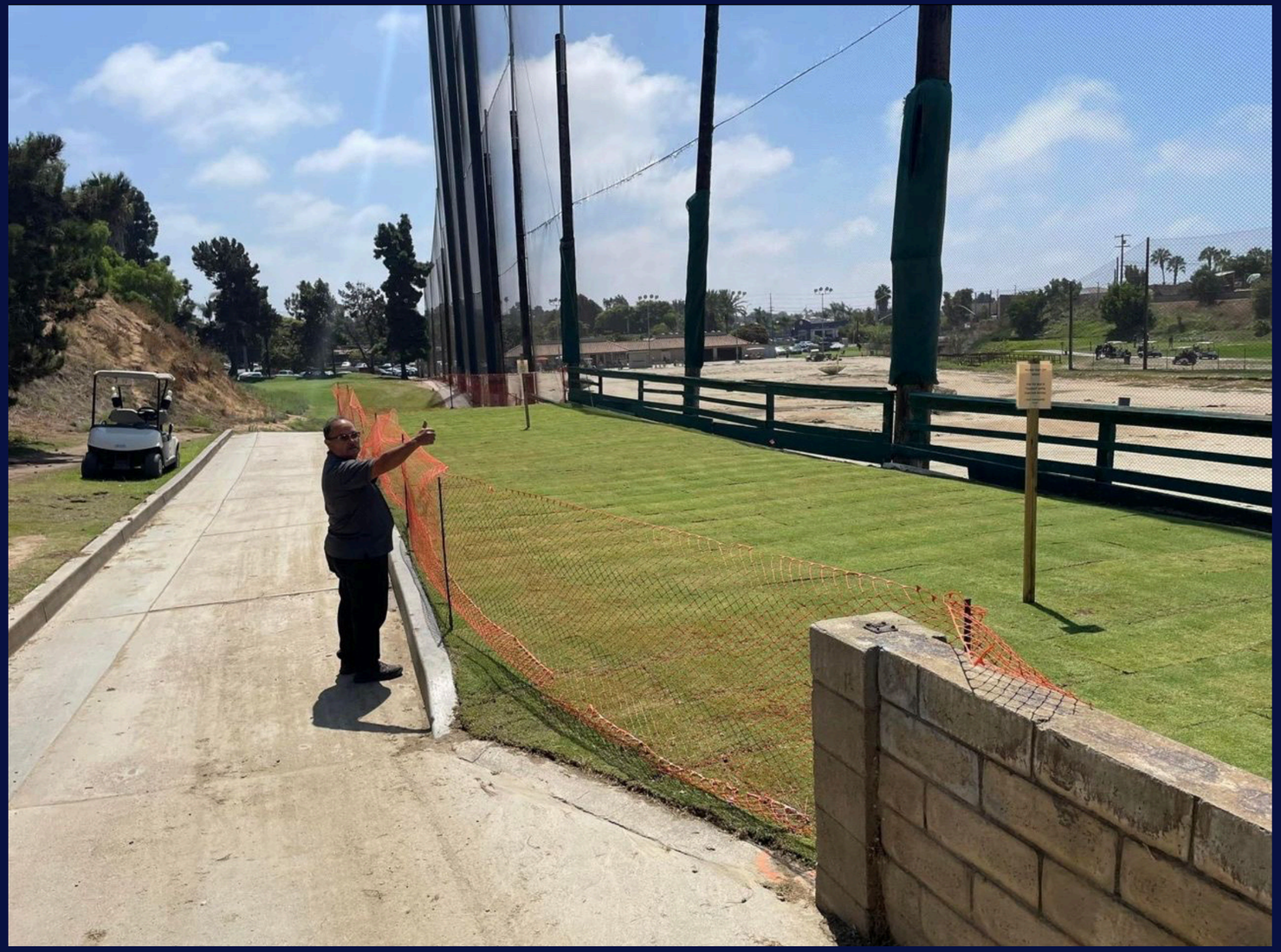


NATIONAL CITY GOLF COURSE

American Golf

# Course Repair & Improvements



NATIONAL CITY GOLF COURSE

American Golf.

# Course Repair & Improvements








NATIONAL CITY GOLF COURSE

# COMMUNITY

National City Golf Course serves as more than just a place to play—it is a hub for connection, recreation, and community wellness. Welcoming to residents of all ages, the course reflects the diversity and resilient spirit of National City, offering a space where families gather, friendships grow, and a true sense of belonging is fostered.

CORALES FAMILY



EASTER




WOMEN'S CLUB





"I love National City Golf Course! This has been a home of mine for over 20 years, the golf course and staff is an extension of my family. The golf course means so much to me. I want you to remain here for many more years, long after I'm gone!"

-Helen Labrada
National City Resident


NATIONAL CITY
GOLF COURSE
American Golf
NATIONAL CITY GOLF COURSE
GROW THE GAME

NATIONAL CITY GOLF COURSE

American Golf

- National City Golf Course serves as a critical access point for youth development in our community
- Strong partnerships with local schools & organizations like SCGA
- Hundreds of juniors introduced to golf and mentorship opportunities
- Programs teach discipline, integrity, sportsmanship, and perseverance
- A safe, structured alternative to at-risk behaviors



"NCGC has been gracious in providing our student athletes with time to practice, range balls, and a venue for them to develop their skills to improve as golfers. These skills will assist in their future careers, as golf is a sport for networking and doing business."

-Ervin G. Hernandez
Athletic Director/Adapted Physical Education Specialist
Sweetwater High School

"I have never experienced the generosity NCGC has given us at any other course."

-Michael Metzig
Head Golf Program Coach
Sweetwater High School


NATIONAL CITY GOLF COURSE
BEYOND GOLF
$3000+
ANNUAL CHARITABLE GIVING
VIA AMERICAN GOLF FOUNDATION TO LOCAL CHARITIES

NATIONAL CITY GOLF COURSE

American Golf



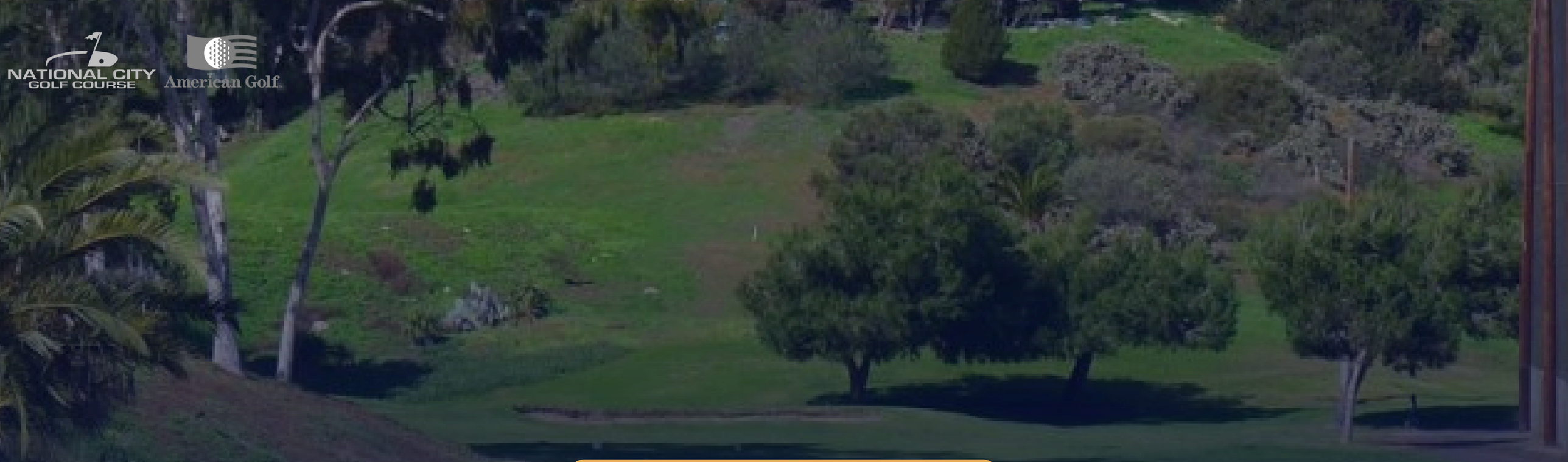
At National City Golf Course, we believe every community deserves a space that feels like home. That's why we've worked with heart and intention to make our course a welcoming place for all—regardless of age, background, or ability. From family tournaments and senior leagues to veterans' outings and community walks for causes like cancer awareness, we've created programs that bring people together and celebrate what makes National City special. This sense of shared ownership isn't just good for golf—it's a reflection of our values. It fosters connection, builds civic pride, and strengthens the inclusive spirit that defines our city

SCGA Junior

first tee san diego

Folds of Honor

American Golf Foundation



NATIONAL CITY GOLF COURSE

# WHAT'S NEXT

NATIONAL CITY GOLF COURSE

American Golf



## CAPITAL IMPROMVENTS

- Bridge Replacement
- Bunker Sand



## INSTRUCTION & PROGRAMMING

- Expand programming for Senior, Women, and Juniors
- Community Events: Easter Egg Hunt, Family Day, Movie Night
- Grow the Game Initiatives



## ENVIRONMENTAL

- Explore Audubon Certification
- Explore Solar Energy Applications

# AGENDA REPORT

**Department:** City Clerk's Office
**Prepared by:** Shelley Chapel, MMC, City Clerk
**Meeting Date:** Tuesday, August 19, 2025
**Approved by:** Scott W. Huth, Interim City Manager

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**SUBJECT:**
Approval of City Council Meeting Minutes.

**RECOMMENDATION:**
Approve and file.

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
Meeting Minutes:

Special City Council Meeting of July 29, 2025 – Closed Session
Special City Council Meeting of August 5, 2025 – Closed Session
Regular City Council Meeting of August 5, 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 of July 29, 2025 – Closed Session – Meeting Minutes
Exhibit B – Special City Council Meeting of August 5, 2025 – Closed Session – Meeting Minutes
Exhibit C – Regular City Council Meeting of August 5, 2025 – Meeting Minutes

**SPECIAL MEETING MINUTES OF THE CITY COUNCIL**
**CLOSED SESSION**

**July 29, 2025, 4:00 p.m.**
**City Council Chamber - 1243 National City Boulevard**
**National City, CA**

| | |
|---|---|
| **Present:** | **Councilmember Molina**<br>**Councilmember Rodriguez**<br>**Councilmember Yamane**<br>**Vice-Mayor Bush**<br>**Mayor Morrison** |
| **Others Present:** | **Scott W. Huth, Interim City Manager**<br>**Barry J. Schultz, City Attorney**<br>**Shelley Chapel, City Clerk *(via Zoom)***<br>**Bruce Foltz, Director of Finance**<br>**Tonya Hussain, Deputy City Clerk**<br>**Conchita Waite, Acting Human Resources Director** |

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**1. CALL TO ORDER**

A Special Meeting of the City Council of the City of National City was called to order at 4:05 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

**2. ROLL CALL**

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

**3. PLEDGE OF ALLEGIANCE**

Councilmember Yamane led the Pledge of Allegiance.

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

The Mayor has allowed two-minutes for comment.

## 5. CLOSED SESSION

*Members retired into Closed Session at 4:24 p.m. and returned at 10:33 p.m. with all members present in attendance: Molina, Rodriguez, Yamane, Bush, Morrison, and Schultz*

*Special Counsel: Berliner left at 6:30 p.m.*

Following Closed Session City Attorney Schultz reported the following on items discussed:

5.1 The City Council provided directions to the Labor Negotiator.

5.2 and 5.3

Involved existing litigation including Cali Mota and BCD v City of National City and a report was provided on the status of mediation efforts with those parties.

5.4 Existing Litigation Polanco v City of National City – No reportable action.

5.5 Anticipated Litigation – No reportable action.

5.6 Public Employee Performance Evaluation involving the Interim City Manager – No reportable action.

5.1 CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 5457.6
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)
Scott Huth (Interim City Manager)
Bruce Foltz (Finance Director)
Conchita Waite (Acting Human Resources Director)

In-Person Comment
Stephanie Mendiola
James Kim
Ed Nieto

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

In-Person Comment
Dukie Valderrama

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

5.4 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

In-Person Comment
Marissa Cuevas
Alexander Gutterud

5.5 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code Section 54956.9 (d) (2)
Number of Potential Cases: 1

In-Person Comment
Alisha Morrison

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

## 6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, August 5, 2025, 5:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 10:34 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 19, 2025.

_____
Ron Morrison, Mayor

**SPECIAL MEETING MINUTES OF THE CITY COUNCIL**
**CLOSED SESSION**

**August 5, 2025, 4:00 p.m.**
**City Council Chamber - 1243 National City Boulevard**
**National City, CA**

| | |
|---|---|
| **Present:** | **Councilmember Molina**<br>**Councilmember Rodriguez**<br>**Councilmember Yamane**<br>**Vice-Mayor Bush**<br>**Mayor Morrison** |
| **Others Present:** | **Scott W. Huth, Interim City Manager**<br>**Barry J. Schultz, City Attorney**<br>**Shelley Chapel, City Clerk *(via Zoom)***<br>**Bruce Foltz, Director of Finance**<br>**Tonya Hussain, Deputy City Clerk**<br>**Sergio Mora, Fire Chief**<br>**Richard E. Romero, Assistant City Attorney**<br>**Conchita Waite, Acting Human Resources Director** |

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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, Yamane, Bush, Morrison

**3. PLEDGE OF ALLEGIANCE**

Councilmember Yamane led the Pledge of Allegiance.

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

The Mayor allowed two-minutes for each public comment.

In-Person Comment: Jeremy Day and Ed Nieto

## 5. CLOSED SESSION

*Members retired into Closed Session at 4:10 p.m. and returned at 5:06 p.m. with all members present in attendance: Molina, Rodriguez, Yamane, Bush, Morrison, and Schultz*

*Special Counsel: Bickler entered Closed Session at 4:10 p.m. and left at 4:15 p.m.*

*Special Counsel: Berliner entered Closed Session at 4:15 p.m. and left at 4:37 p.m.*

5.1 LIABILITY CLAIM
Government Code Section 54954.5
WORKERS COMPENSATION CLAIM NO. 24-180196
WCAB NO. ADJ 19419440
Claimant: Derek Jones v. City of National City Fire Department

5.2 CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 5457.6
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)
Scott Huth (Interim City Manager)
Bruce Foltz (Finance Director)
Conchita Waite (Acting Human Resources Director)

## 6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, August 5, 2025, 5:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:06 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 19, 2025.

_____
Ron Morrison, Mayor

**REGULAR MEETING MINUTES OF THE CITY COUNCIL**

**August 5, 2025, 5:00 p.m.**
**City Council Chamber - 1243 National City Boulevard**
**National City, CA**

**Present:** **Councilmember Molina**
**Councilmember Rodriguez**
**Councilmember Yamane**
**Vice-Mayor Bush**
**Mayor Morrison**

**Others Present:** **Scott W. Huth, Interim City Manager**
**Barry J. Schultz, City Attorney**
**Shelley Chapel, City Clerk** *(via Zoom)*
**Bruce Foltz, Director of Finance**
**Danielle Ghio, City Librarian**
**Alex Hernandez, Chief of Police**
**Tonya Hussain, Deputy City Clerk**
**Martha Juarez, Asst. Director of Engineer/Public Works**
**Tracy Lamb, Interim Community Services Director**
**Sergio Mora, Fire Chief**
**Martin Reeder, Assistant Director of Community Development**
**Conchita Waite, Acting Human Resources Director**

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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 5:08 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

## 2. ROLL CALL

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

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

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

City Councilmember Molina led the Pledge of Allegiance.

**4. INVOCATION**

None.

*Item not on the agenda*

In memoriam, Mayor Morrison recognized David Avalos and Eric Esperon and announced he would adjourn the meeting in their honor.

Recognition in honor of Eric Esperon was accepted by Tony Sanchez.

**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: | Virtual Comment: |
|---|---|
| Elizabeth Murphy | Judy Strang |
| Alisha Morrison | Becky Rapp |
| Micaela Polanco | Terri Skelly |
| Marissa Cuevas | Madison Rapp |
| Alexander Gutterud | Shukri Aden |
| Jessica Diaz | |
| Ruth Cuevas | Written Comment: |
| Maricar Comaya | Ernesto Castaneda on behalf of Assemblymember Alvarez |
| Jeanine | Mariaelena Aguilar |
| Joseph Crawford | Maria G. Martinez |
| Ed Nieto | |
| Gloria Salas | |
| Irma Hernandez | |
| Ana Reveles | |
| Magdalena Alvarez | |
| Donna Lopez | |
| Victor Valle | |
| Grace Rojas-Jimenez | |
| April Jackson | |
| Arnel Andres | |
| Maria Irvin | |
| Jamie Esteller | |
| Brenda Estrada | |
| Percy Wilford | |

*Vice-Mayor Bush left the dais at 5:41 p.m. and returned at 5:44 p.m.*
*Mayor Morrison left the dais at 5:46 p.m. and returned at 5:47 p.m.*
*Councilmember Rodriguez left the dais at 5:57 p.m. and returned at 5:59 p.m.*

## 6. PROCLAMATIONS AND RECOGNITION

6.1 Introduction of New City Employees

Chief of Police Alex Hernandez, Acting Human Resources Director Conchita Waite, and Neighborhood Services Manager Ronny Soriano introduced new department staff.

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

Councilmember Molina provided an update on SANDAG.

There were no other reports.

## 8. CONSENT CALENDAR

**ACTION:** Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve the Consent Calendar with the exception of Items 8.7, 8.16, 8.19, and 8.20 pulled for public comment.

Motion carried by unanimous vote.

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 Approval of City Council Meeting Minutes

Approve and file.

**Motion carried by unanimous vote.**

8.3 Acceptance of Donation from the Fleet Science Center and Authorization of a Corresponding Budget Adjustment in the Library Fund

Adopted Resolution No. 2025-79

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing, in Accordance with City Council Policy No. 204, the Acceptance of the Donation of $15,000 from the Fleet Science Center, and Authorizing the Establishment of a Corresponding Appropriation in the Library Fund for Library Programs that Promote STEAM Education and Community Engagement.”

**Motion carried by unanimous vote.**

8.4 Agreement Between the City of San Diego Office of Emergency Services and the City of National City for the Distribution of FY24 Urban Area Security Initiative (UASI) Grant Funds.

Adopted Resolution No. 2025-80

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California (1) Authorizing the Mayor to Execute an Agreement between the City of San Diego Office of Emergency Services and the City of National City and (2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of $507,211 Based on the Fiscal Year 2024 Urban Area Security Initiative (“UASI”) Grant for the Reimbursable Grant Purchase of Training and Equipment for the National City Police and Fire Departments.”

**Motion carried by unanimous vote.**

8.5 Amendment to Restricted Grant Agreement with the State of California Department of Transportation for the Clean California Local Grant Program for the National City Eastside I-805 Community Greenbelt Project CIP No. 22-09.

Adopted Resolution No. 2025-81

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute an Amendment to the Restricted Grant Agreement with the State of California Department of Transportation for the Clean California Local Grant Program for the National City Eastside I-805 Community Greenbelt Project, CIP No. 22-09.”

**Motion carried by unanimous vote.**

8.6 Annual Appropriations Limit for Fiscal Year 2026

Adopted Resolution No. 2025-82

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving and Adopting the Annual Appropriations Limit of $88,935,393 for Fiscal Year 2026”

**Motion carried by unanimous vote.**

*Item pulled for public comment.*

8.7 Authorize the purchase of Roofing Materials from The Garland Company, Inc. for the National City Public Library.

Adopted Resolution No. 2025-83

Public comment received from Thomas Rike.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant

to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto California Multiple Award Schedule Contract # 4-20-56-0006B with The Garland Company, Inc. for the Purchase of Roofing Materials in a Not-to-Exceed Amount of $622,584 for the National City Public Library; and 2) Authorizing the Establishment of an Appropriation of $622,584 in the Library Capital Outlay Fund."

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

Motion carried by unanimous vote.

8.8 Bayshore Bikeway Segment 5 and Connections Project, CIP 19-24, ATP Cycle 7 Grant Appropriation for Construction Phase.

Adopted Resolution No. 2025-84

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute Program Supplement Agreement No. F031 with the State of California Department of Transportation for Construction of the Bayshore Bikeway – Segment 5 and Connections Project, CIP 19-24, ATP Cycle 7; and 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $5,681,000 and Corresponding Revenue Budget."

**Motion carried by unanimous vote.**

8.9 Increase Contract Amount for the Bicycle Wayfinding Project, CIP No. 19-25, through use of Active Transportation Program Grant Funds.

Adopted Resolution No. 2025-85

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing a Change Order and Increase to the Contract with A Good Sign & Graphics Co. in the Amount of $139,980 for the Bicycle Wayfinding Project, CIP No. 19-25."

**Motion carried by unanimous vote.**

8.10 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 2005 Grove Street.

Adopted Resolution No. 2025-86

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 2005 Grove Street."

**Motion carried by unanimous vote.**

8.11 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 1215 Hoover Avenue.

Adopted Resolution No. 2025-87

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 1215 Hoover Avenue.”

**Motion carried by unanimous vote.**

8.12 International Association of Fire Fighters Medical Reimbursement Plan Revision.

Adopted Resolution No. 2025-88

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving Employee Contributions to the International Association of Fire Fighters Medical Expense Reimbursement Plan to Allow Employees who Promote out of the National City Firefighters’ Association into Management or Executive Positions to Continue Participation in the Plan.”

**Motion carried by unanimous vote.**

8.13 Investment Report for the Quarter Ended March 31, 2025.

Accept and File the Investment Report for the Quarter Ended March 31, 2025.

**Motion carried by unanimous vote.**

8.14 Project Close-Out and Notice of Completion for the 3131 Hoover Avenue Storm Drain Replacement Project, CIP No. 24-11.

Adopted Resolution No. 2025-89

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Bert W. Salas, Inc. for the 3131 Hoover Avenue Storm Drain Replacement Project, CIP No. 24-11; 2) Approving the Final Contract Amount of $465,343.15; 3) Ratifying the Release of Retention in the Amount of $23,267.16; and 4) Authorizing the Mayor to Sign the Notice of Completion.”

**Motion carried by unanimous vote.**

8.15 Project Close-Out and Notice of Completion for the 16th Street and M Avenue Storm Drain Repair Project, CIP No. 24-12.

Adopted Resolution No. 2025-90

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Palm Engineering Construction Company, Inc. for the 16th Street and M Avenue Storm Drain Repair Project, CIP No. 24-12; 2) Approving the Final Contract Amount of $355,279.09; 3) Ratifying the Release of Retention in the Amount of $17,763.95; and 4) Authorizing the Mayor to Sign the Notice of Completion.”

**Motion carried by unanimous vote.**

*Item pulled for public comment.*

8.16 Purchase of Roofing Materials from The Garland Company, Inc. for National City Fire Station 34.

Adopted Resolution No. 2025-91

Public comment received from Thomas Rike.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto California Multiple Award Schedule Contract # 4-20-56-0006B with The Garland Company, Inc. for the Purchase of Roofing Materials in a Not-to-Exceed Amount of $194,524 for National City Fire Station 34; and 2) Authorizing the Establishment of an Appropriation of $194,524 in the Capital Improvement Program Fund for Facility Upgrades.”

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

Motion carried by unanimous consent.

8.17 Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees at Westfield Plaza Bonita Mall from September 26, 2025, through October 31, 2025, with No Waiver of Fees.

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

**Motion carried by unanimous vote.**

8.18 Warrant Register No. 44 for the Period of 4/25/25 through 5/1/25 in the Amount of $2,738,659.12

Ratify Warrants Totaling $2,738,659.12

**Motion carried by unanimous vote.**

*Item pulled for public comment.*

8.19 Warrant Register No. 45 for the Period of 5/2/25 through 5/8/25 in the Amount of $2,144,837.38

Public comment received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $2,144,837.38

**ACTION:** Motion by Vice-Mayor Bush, seconded by Councilmember Yamane to ratify the warrants for Item 8.19 and 8.20.

Motion carried by unanimous vote.

*Item pulled for public comment.*

8.20 Warrant Register No. 46 for the Period of 5/9/25 through 5/15/25 in the Amount of $3,721,471.31

Public comment received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $3,721,471.31

**ACTION:** Motion by Vice-Mayor Bush, seconded by Councilmember Yamane to ratify the warrants for Item 8.19 and 8.20.

Motion carried by unanimous vote.

## 9. STAFF REPORTS

9.1 Review and Discussion of the 2025 Master Fee Schedule

Public comment was received by Thomas Rike and Ed Nieto.

Recommendation: Direct City staff regarding which fees in the 2025 Master Fee Schedule, if any, should be amended from the level adopted at the June 3, 2025 City Council meeting. If any fees should be amended, direct City staff regarding the level to which the fees should be amended.

**ACTION:** Motion by Vice-Mayor Bush, seconded by Councilmember Molina to approve the 2025 Master Fee Schedule.

Motion carried by unanimous vote.

## 10. CITY MANAGER'S REPORT

Interim City Manager Huth announced the library's closure for the day due to a waterline break and efforts to provide temporary facilities for continued service.

## 11. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

## 12. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who reported on Closed Session agenda Items 5.1 and 5.2.

Item 5.1 – Proposed settlement was approved unanimously in the amount of $94,902.50.

Item 5.2 – Negotiators were provided with instructions.

CLOSED SESSION

5.1 LIABILITY CLAIM
Government Code Section 54954.5
WORKERS COMPENSATION CLAIM NO. 24-180196
WCAB NO. ADJ 19419440
Claimant: Derek Jones v. City of National City Fire Department

5.2 CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 5457.6
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)
Scott Huth (Interim City Manager)
Bruce Foltz (Finance Director)
Conchita Waite (Acting Human Resources Director)

## 13. ADJOURNMENT

Mayor Morrison adjourned the meeting in memory and honor of David Avalos and Eric Esperon to the Regular Meeting of the City Council of the City of National City, Tuesday, August 19, 2025, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:28 p.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of August 19, 2025.

_____
Ron Morrison, Mayor

# AGENDA REPORT

**Department:** City Attorney's Office
**Prepared by:** Barry Schultz, City Attorney
**Meeting Date:** Tuesday, August 19, 2025
**Approved by:** Scott Huth, Interim City Manager

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**SUBJECT:**
Approval of an Agreement Amendment with Burke, Williams & Sorensen, LLP for Legal Services in Connection with Case Titled Cummins v. the City of National City – Appeal by Increasing the Not-to-Exceed Amount by $100,000 for a New Total Not-to-Exceed Amount

**RECOMMENDATION:**
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the Agreement between the City of National City and Burke, Williams & Sorensen, LLP, for Legal Services in Connection with Case Titled Cummins v. the City of National City – Appeal by Increasing the Not-to-Exceed Amount by $100,000 for a New Total Not-to-Exceed Amount of $175,000."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
On May 7 2024, with City Council approval, the City entered into an agreement with Burke, Williams & Sorensen, LLP, to provide advice and counsel to the City in connection with Litigation and Government Claims for a not-to-exceed amount of $75,000 per case.

Burke, Williams & Sorensen, LLP, represents the City in the case titled Cummins v. the City of National City – Appeal. The scope of work includes post-trial motions and the appeal of the judgment.

To avoid any lapse in the City's ability to consult with Burke, Williams & Sorensen, LLP, City staff recommends amending the existing Agreement as it pertains to the case titled Cummins v. the City of National City - Appeal to cover the costs of providing an increased scope of services from the original amount of $75,000 by $100,000 for a new total not-to-exceed amount of $175,000. The increased costs are covered by insurance.

**FINANCIAL STATEMENT:**
Sufficient appropriations exist in the Liability Insurance Fund to pay for the services to be provided under this amendment to the agreement.

**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 – 1st Amendment
Exhibit B – Agreement
Exhibit C – Resolution

**AMENDMENT TO THE AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF NATIONAL CITY**
**AND**
**BURKE, WILLIAMS & SORENSEN, LLP**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this ____ day of August, 2025, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and Burke, Williams & Sorensen, LLP (the "FIRM").

## RECITALS

**WHEREAS**, the CITY and the FIRM entered into an Agreement on May 7, 2024 (the "Agreement"), wherein the FIRM agreed to provide advice and counsel to the CITY in connection with litigation and government claims for a not-to-exceed amount of $75,000 per case; and

**WHEREAS**, the FIRM represents the CITY in the case titled *Cummins v. the City of National City – App*eal and has provided the legal work associated with the post-trial motions and will include the appeal of the judgment*;* and

**WHEREAS**, the parties desire to amend the Agreement as it pertains to the case titled *Cummins v. the City of National City - Appeal* to cover the costs of providing increase scope of services from the original amount of $75,000 by increasing the not-to-exceed by by $ 100,000 for a new total not-to-exceed amount of $ 175,000.

## AGREEMENT

**NOW, THEREFORE**, the parties hereto agree that:

1. The May 7, 2024 Agreement is hereby amended to cover the cost of the increased scope of services from the original not-to-exceed amount of $75,000 by an increase amount of $100,000, for a new total not-to-exceed amount of $175,000 as it pertains to the case titled *Cummins v. the City of National City – Appeal.*

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the May 7, 2024 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

**BURKE, WILLIAMS & SORENSEN, LLP**

By: _____

Title:_____

**AGREEMENT FOR LEGAL SERVICES**
**BY AND BETWEEN**
**THE CITY OF NATIONAL CITY**
**AND**
**BURKE, WILLIAMS & SORENSEN, LLP**

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is made as of the 7th day of May 2024 between THE CITY OF NATIONAL CITY, a municipal corporation, (the "CITY") and BURKE, WILLIAMS & SORENSEN, LLP, (the "FIRM"). This Agreement sets forth the parties' mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

**Article 1.** **Retainer.** The CITY hereby retains the FIRM to assist in representing the CITY in connection with litigation and government claim issues, subject to this Agreement.

**Article 2.** **Effective Date and Term.** This Agreement shall be effective on May 7th, 2024 and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

**Article 3.** **Scope of Services.** The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: consultation with the City Attorney and Risk Management on government claims, defense of the CITY on litigated matters, advice and counsel to the City Council, and communications with CITY staff ("Legal Services"). In addition, the CITY may increase the scope of work with the FIRM's agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this Agreement. It is expected that the FIRM will work with the City Attorney and CITY staff.

**Article 4.** **Compensation.** Compensation paid under this Agreement shall be as set forth in the Proposal Letter attached as Exhibit A.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY'S approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed $75,000.00 per case for the Legal Services identified in Article 3. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will charge the CITY for travel time from the FIRM'S San Diego Office unless otherwise authorized in advance by the CITY.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of $.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest after 30-days of receipt of approved invoice.

F. Bills from the FIRM should be submitted to Barry J. Schultz., City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference ("telephone call re: trial brief," "interview in preparation for deposition").

(e) The biller's professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses without prior authorization by the CITY. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail without prior authorization by the CITY.

(b) The CITY will pay reasonable late charges and the City will pay approved monthly invoices within 30 calendar days of receipt.

I. Staffing. Every legal matter should have a primary responsible attorney. Ultimately, staffing is a CITY decision, and the CITY'S representative may review staffing to ensure that it is optimal to achieve the goals of the engagement at the least cost.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

**Article 5.** **Independent Contractor.** The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

**Article 6.** **Confidentiality of Work.** All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

**Article 7.** **Compliance with Controlling Law.** The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**Article 8.** **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. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM 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 or the compensation payable to the FIRM.

**Article 9.** **Indemnification.** The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; 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.

**Article 10.** **Insurance.** The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

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 the "location". The "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 FIRM'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.

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 FIRM 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 FIRM does not keep all insurance policies required by this Article 10 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 Article 10, including limits, based on the nature of the risk, prior experience, insurance, coverage, or other special circumstances.

K. If the FIRM 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 FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**Article 11.** **Drug Free Work Place.** The FIRM 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 FIRM pursuant to this Agreement shall contain this provision.

**Article 12.** **Non-Discrimination Provisions.** The FIRM shall not discriminate against any subcontractor, vendor, 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 FIRM 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 FIRM 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.

**Article 13.** **Notification of Change in Form**. The FIRM has the right to effect changes in form including but not limited to the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

**Article 14.** **Notices**. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City

1243 National City Boulevard
National City, CA 91950-4397

and to: Bschultz@nationalcityca.gov
leahm@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Johanna N. Canlas
Burke, Williams & Sorensen, LLP
501 West Broadway, Suite 1600
San Diego, California 92101

and to: jcanlas@bwslaw.com

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

**Article 15. Administrative Provisions.**

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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. *Headings.* 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. *California Law.* This Agreement shall be construed and interpreted 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.

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests' conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

I. *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.

J. *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.

K. *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, and (iii) 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]
*Ron Morrison*, Mayor

**APPROVED AS TO FORM:**

By: [redacted]
Barry Schultz, Esq., City Attorney

**BURKE, WILLIAMS & SORENSEN, LLP**
*(Corporation – signatures of two corporate officers)*

By: [redacted], Esq.

Title: Johanna N. Canlas, Partner

By: [redacted], Esq.

Title: Eric S. Vail, Partner

burke
BURKE, WILLIAMS & SORENSEN, LLP
501 West Broadway - Suite 1600
San Diego, California 92101-8474
voice 619.814.5800 - fax 619 814 6799
www.bwslaw.com

EXHIBIT A

Direct No.: 619.814.5813
Our File No.: F0002-0001
jcanlas@bwslaw.com

December 18, 2023

**Via email to bschultz@nationalcityca.gov**

Barry J. Schultz
City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950

Re: Proposal to Provide Legal Services to the City of National City

Dear Barry:

Thank you for reaching out and considering us for special litigation counsel. On behalf of Burke, Williams & Sorensen, LLP ("Burke"), I am pleased to submit this proposal to expand our representation of the City with general civil litigation matters.

Founded in 1927, Burke is a diverse, dynamic, and preeminent public law firm. For over 90 years, the representation of public agencies has been the cornerstone of Burke's legal practice. The firm currently serves the legal needs of over 200 local governmental entities, including cities, counties, joint powers authorities, and water and school districts. We take pride in our long-standing tradition of providing excellent legal services at reasonable rates and believe our team at Burke offers the depth, expertise, and commitment that the City seeks from their counsel. Ours is a rich tradition of providing high quality advice and services to public agencies. We are prepared to work closely with you in budgeting, performing, reporting on, and updating the legal services you need.

As described below, we propose that I serve as lead attorney and point of contact. I will assign cases to the team in a method that assures coverage and attention to each matter that is most consistent with the prior experience and time availability of each lawyer. This gatekeeper role will assure the City receives the services they need. We propose a professional and collaborative team selected to provide high caliber legal representation tailored to the needs of the City including Charles H. Abbott, Mark J. Austin, Susan E. Coleman, Lisa W. Lee, Alan A. Sozio and Natalie F. Price.

Burke maintains a full-service litigation practice, covering over a dozen specialized areas of the law. Of the firm's 168 lawyers, over 85 practice in litigation, including trials, arbitrations and appeals, in state and federal courts throughout California. Our litigators have experience in:

- Administrative Hearings
- Bankruptcy and Collection Litigation
- Commercial Litigation
- Constitutional Law Claims
- Disability Discrimination Claims
- Environmental, Land Use, and Natural Resources Litigation
- Insurance Coverage Litigation
- Labor and Employment Litigation
- Professional Liability Litigation
- Real Estate Litigation
- Torts, Products Liability
- Writs And Appeals
- Alternative Dispute Resolution
- Class Action Defense
- Complex Civil Litigation
- Construction Litigation
- Financial Services Litigation
- Eminent Domain and Inverse Condemnation
- Intellectual Property Litigation
- Law Enforcement Defense
- Public Law Litigation
- Securities, Corporate Litigation
- Trust And Probate Litigation

Burke has extensive experience in defending all types of tort-related litigation for public entities. Those cases include assault and battery, wrongful death, motor vehicle collisions, dangerous conditions of public property, and premises liability. Burke lawyers have also defended public entities' employees against a wide range of negligence and other tort claims including those arising from interactions with the public. In most cases, including some cited below, the matters involve both federal constitutional claims as well as state law tort claims.

We have also successfully litigated cases against notable or prominent plaintiffs' personal-injury attorneys in Southern California. We have litigated and tried cases to verdict for both public agencies and private clients in the areas of wrongful death, personal injury, and complex litigation, mass torts, and premises liability.

Burke has worked with many public joint powers insurance authorities (PRISM, CJPIA, SDRMA, etc.) as well as private insurers, and the firm is experienced with handling claims in a manner meeting strict claim administration requirements. We pride ourselves on regular and effective communication with our clients to meet their needs throughout all aspects of litigation. Most of all, we pride ourselves on winning cases and on good results.

Drawing on the experience and expertise of our lawyers spanning many decades, Burke is capable of handling nearly all of a public entity's potential tort and other litigation needs such as dangerous conditions, complex civil, class actions, and general liability defense. Having both public law and litigation acumen "under one roof" affords Burke the opportunity to tailor its litigation services to better meet the particular needs of its municipal clients and promotes more effective litigation management. Defense of municipal clients often entails detailed knowledge of claims handling procedures, statutory immunities, pre-litigation notice requirements, and other circumstances unique to public entity litigation. Burke's vast experience in these areas enables it to draw upon prior work product to provide more efficient and successful solutions for its clients statewide.

We believe in taking a proactive role in handling claims for the public entities we represent. It is our experience that training staff on methods to avoid litigation, early recognition of liability exposure through evaluations, incident reviews prior to the receipt of claims and lawsuits, and review of settled and resolved claims with involved staff and management to enhance "best practices," are all elements that have reduced the possibilities and instances of litigation.

We also believe in keeping management and city or county councils or boards fully informed as to the status of claims and to provide early advice on whether settlement is advisable. If a matter should be settled, then that decision should be reached as soon as possible.

Once matters are in litigation, we take a hands-on approach by personally investigating incident or accident sites with appropriate City staff and claims administrators, as well as developing a comprehensive litigation approach to minimize legal costs while providing an aggressive defense of our clients. When Burke attorneys are assigned a lawsuit to defend employees, they initially communicate with the clients about details of the incident and/or allegations; review the Complaint to evaluate the appropriate responsive pleading; and determine whether any affirmative defenses or procedural bars may apply. After consulting with the client about the merits, Burke may file a motion to dismiss or demurrer (depending on the venue), to have the case or claims/parties dismissed at the earliest possible stage. Once the complaint is at issue, Burke attorneys typically proceed to conduct discovery to assist in a summary judgment motion and/or trial. We would adhere to any client guidelines, such as obtaining advance approval for depositions, videotaping depositions, and investigator costs.

Burke attorneys are very successful in our motions for summary judgment, winning a substantial number of our cases before trial. When we file a motion for summary

judgment, we believe the same attorney handling discovery and routine aspects of the case should also prepare the summary judgment motion, rather than delegating the motion to a law and motion department attorney who has to learn the case before preparing the motion. This practice keeps our teams lean, and saves attorneys' fees by encouraging specialized knowledge on a case and avoiding duplication of work/billing.

Depending on the wishes of the client, the position of the plaintiff, and the posture of the case, we may also negotiate a settlement in order to save costs of litigation. (Some of our clients, such as the Department of Corrections, prefer to go to trial even when settling will save fees/costs, in order to support its peace officers, unless there is a relatively high risk of liability exposure.) Burke has negotiated innumerable settlements at a huge savings to their clients, particularly after taking strong depositions, with a dispositive motion pending, or in the pre-trial preparation stages. Burke litigators are not afraid of trial, and are comfortable and experienced in the courtroom. This often results in our opponents, who are less trial-ready, settling at a significant discount.

If the matter is headed for trial, we file motions in limine, prepare for trial by prepping our clients to testify, selecting exhibits, and all other necessary items. Even before trial, however, it is important to conduct and respond to discovery with a view toward trial, in order to protect our clients and collect useful evidence on the issues and for impeachment. Burke has many experienced litigators who vigorously and successfully defend our clients before and at trial.

Burke has attorneys experienced in handling a wide variety of public entity litigation issues in the areas of torts and dangerous conditions of public property, to name but a few. This is especially important given that these areas often overlap in more complex cases. Having defense experience in these interrelated areas, in addition to litigation expertise, allows Burke to tailor its legal-defense services to better meet the particular needs of its municipal clients and promotes more effective case management and strategies. Defense of governmental clients often entails detailed knowledge of claim-handling procedures, statutory immunities, pre-litigation notice requirements, and other circumstances unique to public entity and peace officer litigation. Burke's experience in these areas enables it to draw upon prior work product to provide more efficient and successful solutions for its clients.

## Litigation and Trial Experience

### Land Use/Writ Petition

- *Wentworth v. City of Coronado and Californians for Homeownership v. City of Coronado.* These cases involved challenges to certain decisions of the City of Coronado relating to ADUs, and to the city's ADU ordinance. The issue in the cases was whether the city could apply its zoning limitations relating to floor area ratio ("FAR") to preclude a requested residential expansion in conjunction with a requested ADU—including counting the ADU towards the FAR—even though the statute required the City to disregard the FAR limitations in approving the separate ADU. Mark successfully represented the City in both cases, with the trial court upholding the city's local control over the residential expansion. The *Wentworth* matter is now on appeal. [Mark Austin]

- *Lathus v. City of Huntington Beach*. In this case, the plaintiff sued the City of Huntington Beach for First Amendment retaliation after she was allegedly removed from a city advisory board for attending a rally at which Antifa members were believed to be present, and for failing to effectively denounce Antifa. Mark won the case on a motion to dismiss, and this decision was upheld on appeal, which Mark also handled. The case resulted in a published opinion from the Ninth Circuit, 56 F.4th 1238 (2023).

- *DeNardi v. Coronado City Council.* In this case, the City of Coronado was sued for claimed violations of the Ralph M. Brown Act relating to alleged interactions between members of the City Council and their constituents on the subject of a public hearing before the hearing occurred. Mark prevailed in getting the matter dismissed via an anti-SLAPP motion under Code of Civil Procedure section 425.16.

- *Peoples Homeless Task Force Orange County v. City of Anaheim, et al.* This case involved a Brown Act challenge to the City of Anaheim's sale of Angel Stadium to an affiliate of the Angels baseball team. Mark and his partner handled the case through trial and prevailed on all claims.

- *CATER v. City of Anaheim* (Angels Lease Litigation). This case involved Brown Act challenges to certain contracts between Anaheim and the Angels regarding the lease of Angels Stadium, as well as claims under the Public Records Act. Mark brought a series of successful demurrers that winnowed the case down to a single Public Records Act claim. After the parties reached a settlement on that claim

involving the production of certain documents, Mark defeated the plaintiff's motion for attorneys' fees in its entirety.

- *CATER v. City of Anaheim* (Bond Litigation). This was a reverse-validation action challenging resolutions for the issuance of $300 million in bonds by a JPA to fund the expansion of the Anaheim Convention Center. Mark handled the case successfully through trial and on appeal.

- *Sevacherian v. Montebello Redevelopment Agency*. In this case, Mark represented a property owner who sued the Montebello Redevelopment Agency for breach of a purchase contract. The case was complicated and delayed by the dissolution of redevelopment agencies that occurred the month before trial was originally scheduled to begin. The case ultimately settled on very favorable terms in the face of a motion for summary judgment filed by Mark (the client obtained the entire relief he sought).

- *Cerritos Redevelopment Agency v. All Persons Interested*. This was a contested validation action involving an affordable housing project that Mark handled through trial and appeal. He was successful at each stage. It resulted in a published opinion, City of Cerritos v. Cerritos Taxpayers Assoc., et al. (2010) 183 Cal.App.4th 1417.

- *Omdahl v. Vista Irrigation District*. In this case, Mark successfully defended the Vista Irrigation District in a lawsuit alleging the breach of an easement agreement. He prevailed on a motion for summary judgment.

- *Department of Water Resources v. All Persons Interested*. This was a contested validation action seeking to validate the issuance of bonds by the California Department of Water Resources for the construction of the Delta Conveyance Project (formerly Waterfix). Mark successfully represented the Metropolitan Water District of Southern California as an interested party and ally of DWR throughout the proceedings, winning on multiple key issues during the case despite strong opposition.

In addition, Mark has five published appellate opinions in which he was lead counsel, including the following, four of which involve issues concerning public agencies:

- *Lathus v. City of Huntington Beach* (2023) 56 F.4th 1238 (First Amendment challenge to council member's decision to remove appointed individual from advisory committee).

- *Oxford Preparatory Academy v. Edlighten Learning Solutions* (2019) 34 Cal.App.5th 605 (enforceability of contractual arbitration agreement);
- *City of Cerritos v. Cerritos Taxpayers Assoc., et al.* (2010) 183 Cal.App.4th 1417 (complex validation action concerning purchase and development of senior-housing project);
- *In re County of Monterey Initiative Matter* (N.D. Cal. 2006) 427 Fed.Supp.2d 958 (voting rights case); and
- *City of Long Beach v. Department of Industrial Relations* (2004) 34 Call.4th 942 (amicus; prevailing wage issue).

**Police/In-Custody**

Susan has handled Officer-Involved Shooting (OIS) trials for the City of Los Angeles (*Curry v. LA*), City of Modesto, (*Reed v. Modesto*), and the CDCR (*Moord v. CDCR*); She has won summary judgment in OIS cases for City of Los Angeles, CDCR, and others. Susan has tried and won many cases involving uses of force for the CDCR, City of Alhambra, and City of Hemet; She has also obtained summary judgment decisions in numerous use of force cases. Susan has also tried wrongful death cases (both in custody and during restraint/arrest) separate from the OIS cases, and won summary judgment on many others. Susan has regularly handled putative class action cases involving law enforcement agencies, with varying allegations, and she is currently handling a class action case involving the San Diego County jails.

- *Corey Smith, et al. v. Arnold Schwarzenegger,* USDC, Case No. 1:14-cv-00060-LJO-SAB (E.D. Cal.). Judgment for Defendants on 10/23/2015. Issues: deliberate indifference to medical needs and various state laws brought by 150+ plaintiffs who allegedly contracted Valley Fever. Defendants: Dr. Winslow and Igbinosa (current and former employee of CDCR). [Susan Coleman]
- *Martinez v. Governor Brown, et al.*: Putative federal class action against the California Department of Corrections and Rehabilitation alleging violation of rights of Native American inmates statewide to observe religious practice. Burke defeated class certification and achieved a settlement for nominal sum. [Susan Coleman]
- *Jordan, Wetmore & Moler v. County of San Bernardino* (2016) San Bernardino Superior Court, Case No. CIVDS1411180. Opposing counsel: Chris Gaspard,

Corey Hall. Issues: whistleblower retaliation (Labor Code 1102.5), constructive discharge. Defendant: County of San Bernardino, Sheriff's Department. Defense verdict. [Susan Coleman]

- *Wabakken v. CDCR, et al.* (2016) USDC, Central District, Case No. 12-cv-01503-GW. Opposing counsel: Derek Anderson. Issues: whistleblower retaliation (Govt Code), wrongful termination, First Amendment retaliation. Defendant: Officer Morgan (retired CDCR correctional officer). Defense verdict. [Susan Coleman]

**Employment**

- *Bukeka McCrary v. Regents of the University of California* (2023) UCSD Central District, Case No. 2:18-cv-10001-JAK-JPR. Issues: Race discrimination and retaliation. Unanimous defense verdict after 5-day trial. [Anneet and Price]

- *Micko White v. City of Pasadena* (2022) Los Angeles Superior Court, Case No. 19GDCV00855. Issues: FEHA, disability discrimination. Opposing Counsel: Omero Banuelos. Defense verdict after 6-day trial. [Frater and Price]

- *Cory Coleman v. City of Los Angeles* (2023) Los Angeles Superior Court, Case No. 19STCV25176. Issues: FEHA disability discrimination and failure to accommodate. Opposing Counsel: McNicholas & McNicholas. Defense verdict after 9-day trial. [Price and co-counsel]

- *Bukeka McCrary v. Regents of the University of California* (2023) United States District Court Central District, Case No. 18-cv-10001-JAK. Issues: Race discrimination and retaliation. Unanimous defense verdict after 5-day trial. [Anneet and Price]

- *In re Manuel M. Verazas* (2023) Arbitration. Issues: Existence of proper cause to terminate under the collective bargaining agreement with SunLine Transit Agency. Employee's grievance denied and termination upheld after 2-day arbitration. [Price]

- *Micko White v. City of Pasadena* (2022) Los Angeles Superior Court, Case No. 19GDCV00855. Issues: FEHA disability discrimination, retaliation, and failure to prevent discrimination and retaliation. Opposing Counsel: Omero Banuelos. Defense verdict after 6-day trial. [Frater and Price]

- *Hamilton v. Orange County Sheriff's Dep't* (2021) Ninth Circuit Court of Appeals, Case No. 20-55208. Issues: racial discrimination and retaliation under 42 U.S.C. § 1983 and FEHA. Obtained an order affirming the grant of summary judgment below, which Price also briefed and argued. [Price]

- *Hamilton v. Orange County Sheriff's Dep't* (2020) California Court of Appeal, Case No. G057049. Issues: FEHA racial discrimination. Following oral argument, the Court of Appeal affirmed the grant of summary judgment. [Price]

- *Jones v. County of Los Angeles* (2017) United States District Court Central District, Case No. 13-cv-5306-DSF. Issues: Failure to promote on account of military reserve status, in violation of USERRA. Unanimous defense verdict after 4-day trial. [Price, co-counsel]

**Tort, Catastrophic Personal Injury and Wrongful Death Litigation**

- *Ong v. City of Beverly Hills*. Obtained a defense judgment in a bench trial involving a volunteer for the Beverly Hills Police Department who allegedly moved a pedestrian to a dangerous location where the pedestrian was struck by a motorist. [Charles Abbott and Michael Nebenzahl]

- *Amirtalesh v. City of Beverly Hills.* Obtained a defense verdict on a motion for summary judgment in a traumatic injury case involving a claim of dangerous condition of public property. [Charles Abbott]

- *Hernandez et al. v. Los Angeles County Metropolitan Transportation Authority.* Oversaw the defense of six different complaints involving over a dozen plaintiffs, all of whom were injured when a bus driver fell asleep and crashed into parked cars and individuals gathered around a taco stand. The collision resulted in a death and several catastrophic injuries. The cases involved years of discovery and tens of thousands of pages of medical records and resulted in favorable settlements for our client. [Charles Abbott and Michael Nebenzahl]

- *Bolitiansky v. City of Beverly Hills.* Obtained a defense verdict on a motion for summary judgment in a traumatic injury case for an alleged dangerous condition of public property. [Charles Abbott]

- *Martinez v. City of Beverly Hills.* After winning at summary judgment, argued and prevailed on appeal with the appellate court issuing a published opinion, which

raised the notice standard for walkways, which are not sidewalks. Martinez v. City of Beverly Hills, 71 Cal.App.5th 508. [Charles Abbott]

- *Gelfand v. Los Angeles Dep't Water and Power* (LASC Case No. 23STCV13016). Defending the LADWP in a significant injury resulting after a downed power line electrocuted Plaintiff. We filed a Motion for Summary Judgment, which is pending. [Charles Abbott]

- *Dib v. Kurbanov, et al.* (LASC Case No. BC70112). This wrongful death and serious personal injury matter arose out of two pedestrians (husband and wife) standing on a street corner in Beverly Hills when one car ran a red light and the other jumped the green. On impact, the SUV jumped the curb and killed the wife in front of her husband who was seriously injured on impact. The settlement included one of the driver's paying significantly beyond her auto policy limits. [Michael Nebenzahl and Charles Abbott]

- *Marez v. City of Los Angeles, et al.* (LASC Case No. BC610951, Aug. 2019). Excessive force jury trial. Defense verdict. [Lisa Lee]

- *Vaughn v. City of Los Angeles, et al.* (USDC – Central District Case No. 2:16-cv-03086-AB). Excessive force and wrongful death jury trial. Defense verdict. [Lisa Lee]

- *Medies v. City of Los Angeles, et al.* (USDC – Central District Case No. 2:14-cv-05377-DDP). Excessive force jury trial. Defense verdict. [Lisa Lee]

- *Otero v. City of Los Angeles, et al.* (USDC – Central District Case No. 2:05-cv-04248-PLA). Excessive force jury trial. Partial defense verdict. [Lisa Lee]

**Inverse Condemnation Litigation**

- *Minney v. City of Burbank* (LASC Case No. 22BBCV00174). Inverse condemnation case brought by homeowner after a City tree fell. This matter will require a summary-judgment motion. [Charles Abbott]

- *Interinsurance Exchange v. City of Claremont, et al* (LASC Case No. 23PSCV00355). Inverse condemnation case brought by homeowner's insurance against City for fallen tree. This case is one of many anticipated after a wind storm blew trees down throughout the City. This matter will require a summary-judgment motion. [Charles Abbott and Michael Nebenzahl]

- *Mid-Century v. City of Pasadena* (LASC 21AHCV00142). Inverse condemnation case brought by homeowner after house fire allegedly caused by faulty agency-owned and operated electrical system. This matter was settled after mediation. [Alan Sozio]

- *GS Bates v. San Gabriel Valley Council of Governments* (LASC 21PSCV00097). Inverse condemnation case brought by aggrieved business owner claiming traffic delays caused by nearby grade separation project resulted in a substantial impairment of access. This matter was dismissed by plaintiff following tentative ruling in favor of the agency granting summary judgment, which found there to be no taking. [Alan Sozio]

- *Jorjezian Investments, Inc. v. City of Santa Clarita* (LASC BC402173). Inverse condemnation and deprivation of civil rights action brought by property owners seeking damages in excess of $7.8 million due to the City's alleged denials of development permits. Successfully defeated initial attempts to designate the matter as a complex class action suit, and thereafter obtained a judgment of dismissal by demonstrating the landowners failed to adequately and timely exhaust their administrative remedies. [Alan Sozio]

- *4X Projects Co. v. City of Moorpark* (Ventura Sup. Ct. SC048687) Successfully defeated inverse condemnation claim brought by property owner in trial and appellate court related to a change in City's parking code, which owner claimed amounted to a taking of property. [Alan Sozio]

**Complex Civil Litigation**

- *BV Industries v. Los Angeles Dep't Water & Power et al.* (LASC 22STCV17296). Defended the City of Los Angeles and its Department of Water and Power in a dispute with a property owner and its tenant about civil rights and property rights violations. [Charles Abbott]

- *State of Cal. v. Return Management Services.* Defended logistics company in a six-year civil investigation conducted by the State of California and County District Attorney's Offices. Investigation involved document discovery, witness interviews, and multiple inspections of three facilities in California. The defense resulted in a 2023 letter from the prosecutors declining to file a complaint. [Charles Abbott]

- *Cannon Const. v Metro-Goldwyn Mayer Studios* (2018) Represented in MGM in a breach of contract action after threat agents infiltrated a building contractor and

defrauded MGM. Engagement involved working with public and private forensic investigators and reaching an amicable settlement with the contractor. [Charles Abbott]

- *Masimo v. IQVIA Holdings* (2018) Represented defendant in a breach of contract involving trade secrets and product formulations. Filed a successful motion to stay proceedings and transfer venue so client could prosecute similar claims in a favorable jurisdiction. [Charles Abbott]

- *Move, Inc. v. Zillow* (Washington State Court 2016). Represented Move, Inc. in a trade secret case after two senior executives left Move for Zillow. Obtained spoliation sanctions against one executive for deleting information from his computer, and reached a favorable settlement for $130 million for Move, Inc. [Charles Abbott]

## Proposed Team

**Charles H. Abbott**

Charles Abbott is a highly skilled litigator with nearly 20 years of experience in complex civil litigation and public entity tort defense. He defends the Cities of Beverly Hills, Pasadena, Calabasas, and Alhambra in tort actions, ranging from slip-and-fall accidents to complex wrongful death actions. This year, Abbott helped secure a defense verdict in a bench trial for the City of Beverly Hills. Last year, Abbott helped secure summary judgment against several personal injury actions filed against municipalities. Abbott has also served as first chair for numerous civil jury trials, and he also represents Beverly Hills and Pasadena in California appellate courts when plaintiffs attempt to overturn judgments against their personal-injury complaints. Last year, for example, he briefed and argued *Martinez v. City of Beverly Hills*, a reported decision by the Second Appellate District. The Martinez holding establishes a new, stricter standard for plaintiffs to overcome if they were injured in an alley or another public area primarily used for purposes other than walking.

**Mark J. Austin**

Mark Austin focuses his practice on public-entity litigation, real estate litigation, corporate/partnership disputes, land-use and environmental litigation, and municipal tort defense (including dangerous condition cases, employment-related torts, and wrongful death matters). Mark has extensive trial experience, having handled multiple successful jury trials, bench trials, and arbitrations, and has successfully argued before the California Court of Appeal over a dozen times.

Mark began his career representing public entities on both litigation and transactional matters, including real-estate transactions and disputes, constitutional claims, complex land-use matters, employment disputes, and tort claims. His focus on real estate litigation has given him substantial insights into drafting pitfalls, disclosure requirements, and judicial interpretations of written agreements.

**Susan E. Coleman**

Susan is a partner at Burke and an Advocate level (requiring 50+ jury trials) in the American Board of Trial Advocates (ABOTA). She brings 29+ years litigation experience to the table, as well as a strong background in constitutional law and section 1983 civil rights litigation. Susan has defended individuals and officials, governmental entities and corporations in over 50 civil jury trials in federal and state courts throughout California, with very successful results (over 95% defense verdicts).

Susan worked for the California Department of Justice, Office of the Attorney General, for over 13 years. Since going to private practice, Susan has represented various entities such as the cities of Alhambra, Burbank, Hemet, Long Beach, Los Angeles, Modesto, Newport Beach, Oxnard, Pasadena, San Jose, Simi Valley, Stockton, and Riverside; the counties of San Diego and San Bernardino; the GEO Group; Management & Training Corporation; Alcohol Monitoring Systems Inc., the U.S. Bureau of Prisons, the California Department of Corrections and Rehabilitation, The Regents of the University of California, and those entities' individual employees and executives.

Susan has specialties in certain unique areas of law including officer-involved shootings and other uses of force, alleged wrongful conviction cases, and ankle-monitor related litigation (for companies such as AMS, B.I. Inc., Track/Secure Alert, and LCA Inc.). She is well-versed in POBRA, governmental immunities, the Government claims act, qualified immunity, and other tools to help government clients.

Susan also has extensive experience with class action litigation, including currently handling a San Diego county class action case involving the county jails (Dunsmore), and previously handling class actions on behalf of the Department of Corrections and the Board of Parole Hearings. In the last few years, Susan has defeated class certification in cases for various clients including AMS and LCA (ankle monitoring).

Susan has consistently taken measures to ensure excellent representation of her clients in a cost-effective manner. For example, she recommends LVN review and summary of medical records (providing a medical expertise at a fraction of attorney billing rates); she keeps brief banks on common areas of law in order to avoid re-inventing the wheel for

each case; and she takes every effort to eliminate defendants and/or claims from the case at the earliest opportunity, prevailing on many cases at the motion to dismiss or demurrer stage. While many cases cannot be defeated at the initial motion stage, Susan has had excellent results in prevailing in summary judgment and at trial. She is also in favor of, and actively pursues, measures to decrease future litigation, such as pursuing the award and recovery of costs after prevailing, having plaintiffs declared as vexatious litigants where appropriate, or seeking recovery of fees and costs under FRCP 41(d) for prior lawsuits when there are successive similar lawsuits.

**Lisa W. Lee**

Lisa is a partner and is a member the firm's Litigation Practice Group and Labor and Employment Practice Group. Lisa has over 26 years of litigation experience and a strong background in constitutional law/civil rights litigation, contract litigation, employment litigation and criminal law. She is a trial lawyer who has successfully represented individuals, businesses, police officers and governmental entities in more than 90 jury trials throughout California.

Lisa worked as a Deputy City Attorney with the Los Angeles City Attorney's Office for six years representing Los Angeles Police Department officers, as well as the Los Angeles Police Department and City of Los Angeles, in a variety of police civil rights matters in both state and federal court. She successfully litigated and tried use of force matters, including officer involved shootings. Prior to that, Lisa was Criminal Prosecutor for 9 years, and then litigated a variety of contract, employment, tort and business litigation matters.

**Natalie F. Price**

Natalie is a partner in Burke's Orange County office and is a member of the firm's Labor and Employment practice. She has litigated a wide range of cases for public entities and their employees, such as officer-involved shootings, civil rights, employment, dangerous conditions of public property, wrongful death, personal injury, and general government tort liability matters in state and federal trial and appellate courts. Natalie has second-chaired trials, including a USERRA employment trial which resulted in a defense verdict and a fatal officer-involved shooting trial wherein the involved deputy avoided an award of punitive damages against him. Additionally, Natalie has assisted in trial preparation in numerous cases which settled shortly before trial. Natalie advises firm clients regarding potential exposure, complex and novel legal issues, litigation budgets, and strategies to avoid future litigation.

Natalie handles cases from pre-litigation through appeal, and has successfully drafted and argued demurrers, motions to dismiss, summary judgment motions, discovery motions, Daubert motions, motions in limine, and jury instructions. Most recently, Natalie successfully argued an employment discrimination matter before the California Court of Appeal and obtained an order from the Ninth Circuit affirming summary judgment in a 42 U.S.C. § 1983 and FEHA discrimination and retaliation case.

**Alan A. Sozio**

Alan Sozio is a partner based in Burke's Los Angeles office and serves as co-chair of the firm's Eminent Domain and Inverse Condemnation practice group. Alan has a long history with Burke, having joined the firm as an Associate in 1999. Alan devotes the entirety of his practice to representing public agencies in eminent domain, inverse condemnation and related real estate matters, where he is recognized as a leading practitioner and trial lawyer. Alan has played a lead role in numerous multi-parcel property acquisition projects throughout California. In addition to providing eminent domain legal services to more than 17 public agencies, since 2001 Alan has served as special acquisition counsel for the Alameda Corridor-East Construction Authority in property acquisitions spanning more than 11 grade separation projects in the San Gabriel Valley. He has substantial experience in all facets of property acquisition litigation including administrative hearings, city council meetings (open and closed session), jury/bench trials, appeals, expert witness depositions, and alternative dispute resolution.

Alan is co-author of the seminal practice guide *"Eminent Domain: A Step-by-Step Guide to the Acquisition of Real Property"* released by Solano Press in 2015, and is a regular author and speaker on current topics related to eminent domain. He also is the author of the popular eminent domain blog, "Right to Take | Doing it the Right (of) Way—Recommended Steps for the Acquisition of Real Property by Eminent Domain."

Alan counsels public clients on early considerations and pre-acquisition activities necessary to the condemnation process. He litigates eminent domain and inverse condemnation actions and, when necessary, takes the matters through trial. Alan also drafts transactional documents, including purchase and sale agreements, right-of-entry agreements and leases, and provides advice regarding state and federal relocation assistance. He has appeared in both open and closed session with city councils, agency boards and other legislative bodies to speak on matters related to the acquisition of property, the condemnation process and the disposal of surplus property.

Alan and his eminent domain team are proud of their success in delivering properties for projects on time and within budget. Although an early resolution and settlement is the

most desired result, when necessary Alan and his eminent domain attorneys have enjoyed success at trial and in the court of appeal.

## Rates

### Tort, Personal Injury, and Employment Litigation Hourly Rates

| Staffing | Hourly Rate |
|---|---|
| Partners | $375 |
| Senior Associates | $290 |
| Associates | $275 |
| Paralegals | $135 |

### Complex Litigation, Class Action, and Land Use Litigation Hourly Rates

| Staffing | Hourly Rate |
|---|---|
| Partners | $485 |
| Senior Associates | $375 |
| Associates | $355 |
| Paralegals | $175 |

### Adjustments

The rates for legal services quoted in this proposal will remain in effect for the first year of the contract. Thereafter, unless otherwise negotiated, rates will be adjusted based on a standard annual adjustment, equal to the average San Diego- Carlsbad Consumer Price Index for the previous four quarters .

### Reimbursements

We routinely charge our clients for our direct out-of-pocket expenses and costs incurred in performing the services. These costs and expenses commonly include such items as reproduction of documents, facsimile, mileage reimbursement for travel at the IRS approved rate, and other costs reasonably and necessarily incurred in performing services for the City. We do not charge a service fee or overhead for cost reimbursement

items. We also do not charge for computer or word processing time. Reimbursement amounts may be adjusted annually.

| Expense | Rate |
|---|---|
| In-house reproduction charges | |
| black and white | 20¢ per page |
| color | $1 per page |
| Mileage | 67¢ per mile (or current IRS rate) |
| Facsimile | $1 per page |
| All other costs reasonably and necessarily incurred in performing services for the City | at cost |

**Billing Format and Procedure**

Bills are sent out each month invoicing charges for the prior month. Fees for our services are charged in increments of 1/10th of an hour. The bills provide a specific description of the work performed by all attorneys, the time actually spent on the work item, and the billing rate of the attorney. These bills also contain itemized descriptions of any out-of-pocket expenses incurred during the prior month.

Sincerely,

BURKE, WILLIAMS & SORENSEN, LLP

[redacted]

Johanna N. Canlas

[redacted]

JNC:tmw

cc: Richard E. Romero
rromero@nationalcityca.gov

4876-3622-6455 v3

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2023

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

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

| PRODUCER | CONTACT NAME: Kasey Litz | |
|---|---|---|
| Stanton and Associates Inc.<br>ISU Stanton & Associates<br>3625 Thousand Oaks Blvd #292<br>Westlake Village CA 91362 | PHONE (A/C, No, Ext): (805) 413-1498 | FAX (A/C, No): (805) 435-3737 |
| | E-MAIL ADDRESS: kasey@isustanton.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Hartford Fire Insurance Company | 19682 |
| INSURER B : | Hartford Casualty Insurance Company | 29424 |
| INSURER C : | Property & Casualty Insurance Co. of Hartford | 34690 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

INSURED
Burke, Williams & Sorensen, LLP
444 S. Flower St., Suite 2400
Los Angeles CA 90071

**COVERAGES** **CERTIFICATE NUMBER:** 23-24 City **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | | 72UUNUR4713 | 08/01/2023 | 08/01/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 72UENCG7716 | 08/01/2023 | 08/01/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | 72XHUUR4585 | 08/01/2023 | 08/01/2024 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 10,000,000<br>$<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 72WEAB2915 | 08/01/2023 | 08/01/2024 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | | | | | | | |

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

Hartford CGL policy form HG0001 includes Additional Insured status, Primary and Non-Contributory wording, and Waiver of Subrogation where required by written contracts.
IH 0303 - 30 Day NOC applies
CG2026 – Additional Insured – Designated Person or Organization
WC 990394 – 30-Day Notice of Cancellation to Certificate Holders
WC040306 – WC Waiver of Subrogation

**CERTIFICATE HOLDER**

City of National City
1243 National City Boulevard
National City CA 91950-4397

**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) 01/16/2024

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**
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (312) 381-1000 **FAX (A/C. No.):** (312) 381-7007
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | MSIG Specialty Insurance USA Inc. | 34886 |
| INSURER B: | Ironshore Specialty Insurance Company | 25445 |
| INSURER C: | Endurance American Specialty Ins Co. | 41718 |
| INSURER D: | Evanston Insurance Company | 35378 |
| INSURER E: | Westfield Specialty Insurance Comp | 16992 |
| INSURER F: | | |

**INSURED**
Burke, Williams & Sorensen, LLP
444 South Flower St., Ste 2400
Los Angeles CA 90071-2953 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570103601847 **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | |
| | | | | | | | MED EXP (Any one person) | |
| | | | | | | | PERSONAL & ADV INJURY | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | |
| | ☐ 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 | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | |
| A | Lawyers Professional | | | MSTLPL00107 | 01/15/2024 | 01/15/2025 | Per Occurrence | $5,000,000 |
| C | | | | LPN30030693101 | 01/15/2024 | 01/15/2025 | Aggregate | $10,000,000 |
| D | | | | MKLV7PL0006238 | 01/15/2024 | 01/15/2025 | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Deductible: $350,000 Each Claim, $700,000 in the Aggregate and $50,000 Step-Down, including defense costs

**CERTIFICATE HOLDER**

City of National City
Insurance Compliance
PO Box 100085 - HJ
Duluth GA 30096 USA

**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]

Holder Identifier :

Certificate No : 570103601847

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AGENCY CUSTOMER ID: 570000082030
LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Central, Inc. | Burke, Williams & Sorensen, LLP |
| POLICY NUMBER: See Certificate Number: 570103601847 | |
| CARRIER: See Certificate Number: 570103601847 / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | OTHER | | | | | | | |
| B | | | | LPL7CABW3D1005 | 01/15/2024 | 01/15/2025 | | |
| E | | | | LPL00003Y202 | 01/15/2024 | 01/15/2025 | | |
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

**A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

**B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

**Policy Number:** 72 WE AB2915 **Endorsement Number:**
**Effective Date:** 08/01/23 Effective hour is the same as stated on the Information Page of the policy.
**Named Insured and Address:** BURKE, WILLIAMS & SORENSEN LLP
444 S FLOWER ST STE 2400
LOS ANGELES CA 90071

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.


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# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

**1. BROAD FORM INSURED**

**A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

**D. Additional Insured if Required by Contract**

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

**9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.


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# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN ADDITIONAL INSURED STATUS. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

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Paragraph references:
Additional Insured: II.5. (p12)
Primary and Non-Contributory: IV.4.b.(7)(b) (p16)
Waiver of Subrogation: IV.8.b. (p17)

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

## SECTION I - COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

**1. Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

**(1)** The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

**(2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

**b.** This insurance applies to "bodily injury" and "property damage" only if:

**(1)** The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

**(2)** The "bodily injury" or "property damage" occurs during the policy period; and

**(3)** Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

**c.** "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

**(1)** Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

**(2)** Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

**(3)** Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

**d.** Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**e. Incidental Medical Malpractice And Good Samaritan Coverage**

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:



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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. **Exclusions**

This insurance does not apply to:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. **Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. **Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. **Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. **War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. **Damage To Property**

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

**(2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

**(3)** Property loaned to you;

**(4)** Personal property in the care, custody or control of the insured;

**(5)** That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

**(6)** That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

**(1)** A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

**(2)** A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

**(1)** "Your product";

**(2)** "Your work"; or

**(3)** "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

**(1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

**(2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

**(1)** A person arising out of any "employment-related practices"; or

**(2)** The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

**(1)** Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

**(2)** Whether the insured may be liable as an employer or in any other capacity; and

**(3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

**(1)** "Bodily injury" or "property damage" arising out of the "asbestos hazard".

**(2)** Any damages, judgments, settlements, loss, costs or expenses that:

**(a)** May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

**(b)** Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

**(c)** Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

**(1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

**(2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

**(3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

**(4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion**

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

**(1)** The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

**(2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

**b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

**i. Infringement Of Intellectual Property Rights**

**(1)** "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

**(2)** Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

**(1)** Infringement, in your "advertisement", of:

**(a)** Copyright;

**(b)** Slogan; or

**(c)** Title of any literary or artistic work; or

**(2)** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

**(1)** Advertising, broadcasting, publishing or telecasting;

**(2)** Designing or determining content of web sites for others; or

**(3)** An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. **Pollution-Related**

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. **War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. **Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. **Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. **Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. **Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. **Employment-Related Practices**

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. **Asbestos**

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. **Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

## COVERAGE C MEDICAL PAYMENTS

1. **Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions**

We will not pay expenses for "bodily injury":

a. **Any Insured**

To any insured, except "volunteer workers".

b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

g. **Coverage A Exclusions**

Excluded under Coverage **A**.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
   a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
   b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. **Employees And Volunteer Workers**

      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      **(1)** "Bodily injury" or "personal and advertising injury":

         **(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         **(b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

         **(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

         **(d)** Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services:

      **(a)** Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

      **(b)** Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

      **(2)** "Property damage" to property:

         **(a)** Owned, occupied or used by,

         **(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. **Real Estate Manager**

      Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. **Temporary Custodians Of Your Property**

      Any person or organization having proper temporary custody of your property if you die, but only:

      **(1)** With respect to liability arising out of the maintenance or use of that property; and

      **(2)** Until your legal representative has been appointed.

   d. **Legal Representative If You Die**

      Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

   e. **Unnamed Subsidiary**

      Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

   Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. **Nonowned Watercraft**

   With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

   However, no person or organization is an insured with respect to:

   a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

   The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

   A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

   However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

   a. **Vendors**

      Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

      (1) The insurance afforded the vendor is subject to the following additional exclusions:

         This insurance does not apply to:

         (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

         (b) Any express warranty unauthorized by you;

         (c) Any physical or chemical change in the product made intentionally by the vendor;

         (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

         (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

         (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

         (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d**) or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III - LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal And Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. **Medical Expense Limit**

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. **How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

**a.** The limits of insurance specified in the written contract or written agreement; or

**b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

**(1)** How, when and where the "occurrence" or offense took place;

**(2)** The names and addresses of any injured persons and witnesses; and

**(3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

**(1)** Immediately record the specifics of the claim or "suit" and the date received; and

**(2)** Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

**(1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

**(2)** Authorize us to obtain records and other information;

**(3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

**(4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

**(1)** You or any additional insured that is an individual;

**(2)** Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. **Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) **Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) **Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) **Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) **Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) **Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) **When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) **When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) **Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) **Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

**(1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

**(2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

**a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.

**b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

**c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

**(1)** The statements in the Declarations are accurate and complete;

**(2)** Those statements are based upon representations you made to us; and

**(3)** We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

**a.** As if each Named Insured were the only Named Insured; and

**b.** Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. **"Volunteer worker"** means a person who
    a. Is not your "employee";
    b. Donates his or her work;
    c. Acts at the direction of and within the scope of duties determined by you; and
    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. **"Your product"**:
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
25. **"Your work"**:
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
        (2) The providing of or failure to provide warnings or instructions.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

**Policy Number:** 72 WE AB2915 **Endorsement Number:**
**Effective Date:** 08/01/23 Effective hour is the same as stated on the Information Page of the policy.
**Named Insured and Address:** BURKE, WILLIAMS & SORENSEN LLP
444 S FLOWER ST STE 2400
LOS ANGELES CA 90071

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 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

| Person or Organization | Job Description |
|---|---|
| Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us | |

Countersigned by _____
Authorized Representative

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND BURKE, WILLIAMS & SORENSEN, LLP, FOR LEGAL SERVICES IN CONNECTION WITH CASE TITLED CUMMINS V. THE CITY OF NATIONAL CITY – APPEAL BY INCREASING THE NOT-TO-EXCEED AMOUNT BY $100,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $175,000.**

**WHEREAS**, on May 7, 2024, the City of National City ("City") entered into an agreement with Burke, Williams & Sorensen, LLP, to assist in representing the City in connection with litigation and government claims (the "Agreement"); and

**WHEREAS**, Burke, Williams & Sorensen, LLP, represents the City in the case titled *Cummins v. the City of National City – Appeal* and the scope of work includes post-trial motions and includes the appeal of the judgment*;* and

**WHEREAS**, the parties desire to amend the Agreement as it pertains to the case titled *Cummins v. the City of National City - Appeal* to cover the costs of providing an increased scope of services from the original amount of $75,000 by $100,000 for a new total not-to-exceed amount of $175,000.

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

**Section 1**: Authorizes the execution of an amendment, attached as Exhibit A to the Agenda Report, to the May 7, 2024 Agreement between the City of National City and Burke, Williams & Sorensen, LLP, as it pertains to the case titled *Cummins v. the City of National City - Appeal* to cover the costs of providing an increased scope of services from the original amount of $75,000 by $100,000 for a new total not-to-exceed amount of $175,000.

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

**PASSED and ADOPTED this 19th day of August, 2025.**

Ron Morrison, Mayor

**ATTEST**:

Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

Barry J. Schultz, City Attorney

# AGENDA REPORT

**Department:** **Human Resources**
**Prepared by:** **Conchita Waite, Acting Human Resources Director**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

**SUBJECT:**
Approval of an Amendment to the Agreement with Liebert Cassidy Whitmore for Legal Services Pertaining to Employment Law Matters.

**RECOMMENDATION:**
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the Agreement between the City of National City and Liebert Cassidy Whitmore for Legal Services Regarding Labor and Employment Law Matters to Increase the Not-to-Exceed Amount by $100,000."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
On June 21, 2022, the City entered into an agreement with Liebert Cassidy Whitmore to provide as-needed general legal services regarding labor and employment law matters for a not-to-exceed amount of $50,000. In order to continue to pay outstanding invoices for services that were not anticipated and to provide resources for future legal services, staff is requesting to increase the not-to-exceed amount by $100,000 for a new total not-to-exceed amount of $150,000.

**FINANCIAL STATEMENT:**
Sufficient appropriations exist in the Human Resources Department's Professional Services account to pay for the additional services.

**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 - Amendment
Exhibit B – Agreement
Exhibit C - Resolution

**AMENDMENT TO THE AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF NATIONAL CITY**
**AND**
**LIEBERT CASSIDY WHITMORE**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 19th day of August, 2025, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and LIEBERT CASSIDY WHITMORE (the "FIRM").

## RECITALS

**WHEREAS**, the CITY and the FIRM entered into an Agreement on June 21, 2022 (the "Agreement"), wherein the FIRM agreed to provide advice and counsel to the CITY on employment law matters including, as needed, general legal services regarding labor employment law matters for a not-to-exceed amount of $50,000; and

**WHEREAS**, the parties desire to amend the Agreement by increasing the not-to-exceed amount by $100,000.00, for a total not-to-exceed amount of $150,000,.00.

## AGREEMENT

**NOW, THEREFORE**, the parties hereto agree that:

1. The June 21, 2022 Agreement is hereby amended to increase the not to-exceed amount by $100,000.00, for a total not-to-exceed amount of $150,00.00.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the June 21, 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:_____
Scott Huth, Interim City Manager

**APPROVED AS TO FORM:**

By:_____
Barry J. Schultz
City Attorney

**LIEBERT CASSIDY WHITMORE**

By: _____

Title:_____

**AGREEMENT FOR LEGAL SERVICES**
**BY AND BETWEEN**
**THE CITY OF NATIONAL CITY**
**AND**
**LIEBERT CASSIDY WHITMORE**

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is made as of the 21st day of June, 2022 between THE CITY OF NATIONAL CITY, a municipal corporation, (the "CITY") and LIEBERT CASSIDY WHITMORE, (the "FIRM"). This Agreement sets forth the parties' mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

**Article 1.** **Retainer.** The CITY hereby retains the FIRM to serve as Legal Counsel for as-needed, general legal services regarding labor and employment law matters, subject to this Agreement.

**Article 2.** **Effective Date and Term.** This Agreement shall be effective on the date fully executed and continue until June 21, 2027. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

**Article 3.** **Scope of Services.** The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: as-needed, general legal services regarding labor and employment law matters as per the Proposal attached as Exhibit A, and communications with City staff ("LEGAL SERVICES").

**Article 4.** **Compensation.** Compensation paid under this Agreement shall be as set forth in Exhibit B.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY's approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed $50,000.00 for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of $.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to Charles E. Bell, Jr., City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference ("telephone call re: trial brief," "interview in preparation for deposition").

(e) The biller's professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY'S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

**Article 5.** **Independent Contractor.** The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services.

Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

**Article 6.** **Confidentiality of Work.** All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

**Article 7.** **Compliance with Controlling Law.** The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**Article 8.** **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. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM 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 or the compensation payable to the FIRM.

**Article 9.** **Indemnification.** The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; 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.

**Article 10.** **Insurance.** The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

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 the "location". The "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 FIRM'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.

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 FIRM 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 FIRM does not keep all insurance policies required by this Article 10 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 Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the FIRM 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 FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**Article 11.** **Drug Free Work Place.** The FIRM 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 FIRM pursuant to this Agreement shall contain this provision.

**Article 12.** **Non-Discrimination Provisions.** The FIRM shall not discriminate against any subcontractor, vendor, 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 FIRM 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 FIRM 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.

**Article 13.** **Notification of Change in Form.** The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

**Article 14.** **Notices.** In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City

1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: attorney@nationalcityca.gov
leahm@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Liebert Cassidy Whitmore
550 West C Street, Suite 620
San Diego, CA 92101-3531

and to: _____@lcwlegal.com

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

**Article 15. Administrative Provisions.**

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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. *Headings.* 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. *California Law.* This Agreement shall be construed and interpreted 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.

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

I. *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.

J. *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.

K. *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, and (iii) 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

**APPROVED AS TO FORM:**

By: [redacted]
Charles E. Bell Jr.
City Attorney

**LIEBERT CASSIDY WHITMORE, A PROFESSIONAL LAW CORPORATION**
*(Corporation – signatures of two corporate officers)*

By: [redacted], Esq.

Title: PARTNER

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND LIEBERT CASSIDY WHITMORE FOR LEGAL SERVICES REGARDING LABOR AND EMPLOYMENT LAW MATTERS TO INCREASE THE NOT-TO-EXCEED AMOUNT BY $100,000.**

**WHEREAS**, on June 21, 2022, the City of National City ("City") entered into an agreement with Liebert Cassidy Whitmore to provide as-needed general legal services regarding labor and employment law matters for a not-to-exceed amount of $50,000 (the "Agreement"); and

**WHEREAS**, in order to continue to receive legal services under this agreement, City staff recommends amending the Agreement to increase the not-to-exceed amount by $100,000, for a new total 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:** That the City Council hereby authorizes the execution of an amendment, attached as Exhibit A to the Agenda Report, to the June 21, 2022 agreement between the City of National City and Liebert Cassidy Whitmore for legal services regarding labor and employment law matters to increase the not-to-exceed amount by $100,000, for a new total not-to-exceed amount of $150,000.

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

**PASSED and ADOPTED this 19th day of August, 2025.**

_____
Ron Morrison, Mayor

**ATTEST:**

_____
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

_____
Barry J. Schultz, City Attorney

# AGENDA REPORT

**Department:** City Attorney's Office
**Prepared by:** Barry Schultz, City Attorney
**Meeting Date:** Tuesday, August 19, 2025
**Approved by:** Scott W. Huth, Interim City Manager

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**SUBJECT:**
Approval of an Agreement Amendment with Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Negotiations by Extending the Agreement to December 31, 2025

**RECOMMENDATION:**
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the Agreement between the City of National City and Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Negotiations by Extending the Agreement to December 31, 2025.

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
On August 6, 2024, with City Council approval, the City entered into an Agreement with Liebert Cassidy Whitmore for Labor Negotiation services effective August 6, 2024 through July 31, 2025.

On June 17, 2025, with City Council approval, the Agreement with Liebert Cassidy Whitmore was amended to extend the Agreement to August 31, 2025 and accepted the new hourly rates.

To avoid any lapse in the City's ability to consult with Liebert Cassidy Whitmore, City staff recommends amending the existing Agreement by extending the Agreement to December 31, 2025. The City is currently in labor negotiations.

**FINANCIAL STATEMENT:**
Sufficient appropriations exist in the City Manager's Professional Services account to pay for the costs of services provided under this agreement.

**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 – 2nd Amendment
Exhibit B – 1st Amendment
Exhibit C– Agreement
Exhibit D– Resolution

**AMENDMENT TO THE AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF NATIONAL CITY**
**AND**
**LIEBERT CASSIDY WHITMORE**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this ____ day of August, 2025, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and Liebert Cassidy Whitmore (the "FIRM").

## RECITALS

**WHEREAS**, the CITY and the FIRM entered into an Agreement on August 6, 2024 (the "Agreement"), wherein the FIRM agreed to provide advice and counsel to the CITY in connection with labor negotiations for the term of August 6, 2024 through July 31, 2025; and

**WHEREAS**, on June 17, 2025, the CITY and the FIRM amended the original Agreement by extending the term of the Agreement to August 31, 2025, and to increase hourly rates; and

**WHEREAS**, the parties desire to amend the Agreement by extending the term of the Agreement to December 31, 2025.

## AGREEMENT

**NOW, THEREFORE**, the parties hereto agree that:

1. The August 6, 2024 Agreement is hereby amended to extend the term of the Agreement to December 31, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the August 6, 2024 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

**LIEBERT CASSIDY WHITMORE**

By: _____

Title:_____

## *LIEBERT CASSIDY WHITMORE*

FEE SCHEDULE

| | |
|---|---|
| Partners | $475.00 |
| Senior Counsel | $390.00 |
| Associates | $295.00 - $370.00 |
| Labor Relations/Human Resources Consultant | $305.00 |
| Classification & Compensation Consultant | $230.00 |
| Paralegals | $165.00 |
| E-Discovery Specialists | $185.00 |
| Law Clerks | $180.00 - $200.00 |

**AMENDMENT TO THE AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF NATIONAL CITY**
**AND**
**LIEBERT CASSIDY WHITMORE**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 17th day of June, 2025, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and Liebert Cassidy Whitmore (the "FIRM").

## RECITALS

**WHEREAS**, the CITY and the FIRM entered into an Agreement on August 6, 2024 (the "Agreement"), wherein the FIRM agreed to provide advice and counsel to the CITY in connection with labor negotiations for the term of August 6, 2024 through July 31, 2025; and

**WHEREAS**, based on the FIRM's performance and quality of work, and to ensure timely completion of labor negotiations, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

**WHEREAS**, the parties desire to amend the Agreement by extending the term of the Agreement to August 30, 2025, and to increase hourly rates (see Exhibit A).

## AGREEMENT

**NOW, THEREFORE**, the parties hereto agree that:

1. The August 6, 2024 Agreement is hereby amended to extend the term of the Agreement to August 30, 2025.

2. The August 6, 2024 Agreement is hereby amended by increasing hourly rates as set forth in Exhibit A.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the August 6, 2024 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: [redacted]
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By: [redacted]
Barry J. Schultz
City Attorney

**LIEBERT CASSIDY WHITMORE**

By: [redacted]

Title: Treasurer

# AGREEMENT FOR LEGAL SERVICES
# BY AND BETWEEN
# THE CITY OF NATIONAL CITY
# AND
# LIEBERT CASSIDY WHITMORE

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is made as of the 6th day of August, 2024 between the CITY OF NATIONAL CITY, a municipal corporation, (the "CITY") and **LIEBERT CASSIDY WHITMORE** (the "FIRM"). This Agreement sets forth the parties' mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

**Article 1.** **Retainer.** The CITY hereby retains the FIRM to assist in representing the CITY in connection with as-needed, general legal services regarding labor relations and labor negotiations matters, subject to this Agreement.

**Article 2.** **Effective Date and Term.** This Agreement shall be effective on August 6, 2024, through July 31, 2025. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other. Notice of termination by the FIRM shall be given to the City Manager.

**Article 3.** **Scope of Services.** FIRM shall provide, as-needed, general legal services regarding labor relations and labor negotiations matters, including the following: perform the full range of services related to the negotiation, drafting and implementation of MOUs, including proactively advising on current legal trends and issues related to labor negotiations and agreements. Compensation for these "labor relations and labor negotiations" services shall be as set forth in Article 4 of this Agreement.

Upon request, FIRM may provide other labor and employment legal services, including representing the CITY in unfair labor practice, arbitration, litigation, mediation, fact-finding, appeals and other hearings that may relate to labor relations and labor negotiations, as well as advising the CITY on non-labor related employment law matters. Compensation for these "other labor and employment legal services" shall be as set forth in Article 4 of this Agreement..

**Article 4.** **Compensation.** Compensation paid under this Agreement shall be in accordance with the rate schedule attached as Exhibit A to this Agreement.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY'S approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 3.

C. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of $.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

D. Bills from the FIRM should be submitted to Benjamin A. Martinez, City Manager, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

E. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

F. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference ("telephone call re: trial brief," "interview in preparation for deposition").

(e) The biller's professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY'S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

G. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY'S representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

**Article 5.** **Independent Contractor.** The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM

without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

**Article 6.** **Confidentiality of Work.** All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

**Article 7.** **Compliance with Controlling Law.** The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**Article 8.** **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. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM 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 or the compensation payable to the FIRM.

**Article 9.** **Indemnification.** The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; 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.

**Article 10.** **Insurance.** The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, which insurance shall apply to all owned, non-owned and hired vehicles.

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 the "location". The "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** requirement will be waived by the City if there are six (6) employees or fewer, consistent with state law.

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 FIRM 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 FIRM does not keep all insurance policies required by this Article 10 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 Article, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the FIRM 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 FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**Article 11.** **Drug Free Work Place.** The FIRM 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 FIRM pursuant to this Agreement shall contain this provision.

**Article 12.** **Non-Discrimination Provisions.** The FIRM shall not discriminate against any subcontractor, vendor, 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 FIRM 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 FIRM 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.

**Article 13.** **Notification of Change in Form**. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

**Article 14.** **Notices**. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

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

cc: City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: bmartinez@nationalcityca.gov
bschultz@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Steven M. Berliner
LIEBERT CASSIDY WHITMORE
6033 W. Century Boulevard 5th Floor
Los Angeles, CA 90045
Email: sberliner@lcwlegal.com

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

**Article 15. Administrative Provisions.**

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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. *Headings.* 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. *California Law.* This Agreement shall be construed and interpreted 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.

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

I. *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.

J. *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.

K. *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, and (iii) 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]
Benjamin A. Martinez
City Manager

**LIEBERT CASSIDY WHITMORE**

By: [redacted] Esq.
Title: Managing Partner

**APPROVED AS TO FORM:**

By [redacted]
Barry J. Schultz
City Attorney

Exhibit A

*LIEBERT CASSIDY WHITMORE*

FEE SCHEDULE

| | |
|---|---|
| Partners | $440.00 |
| Senior Counsel | $365.00 |
| Associates | $270.00 - $345.00 |
| Labor Relations/Human Resources Consultant | $280.00 |
| Classification & Compensation Consultant | $210.00 |
| Paralegals | $150.00 |
| E-Discovery Specialists | $175.00 |
| Law Clerks | $150.00 - $185.00 |

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND LIEBERT CASSIDY WHITMORE FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF LABOR NEGOTIATIONS BY EXTENDING THE AGREEMENT TO DECEMBER 31, 2025.**

**WHEREAS**, on August 6, 2024, the City of National City ("City") entered into an agreement with Liebert Cassidy Whitmore to assist in representing the City in connection with labor negotiations with its three formal labor groups effective August 6, 2024 through July 31, 2025 (the "Agreement"); and

**WHEREAS**, on June 17, 2025, the CITY and the FIRM amended the original Agreement by extending the term of the Agreement to August 31, 2025, and increased the hourly rates; and

**WHEREAS**, the parties desire to amend the Agreement by extending the term of the Agreement to December 31, 2025.

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

**Section 1**: Authorizes the execution of an amendment, attached as Exhibit A to the Agenda Report, to the August 6, 2024 Agreement between the City of National City and Liebert Cassidy Whitmore for legal services in the specialized area of labor negotiations by extending the term of the agreement to December 31, 2025.

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

**PASSED and ADOPTED this 19th day of August, 2025.**

Ron Morrison, Mayor

**ATTEST**:

Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

Barry J. Schultz, City Attorney

# AGENDA REPORT

**Department:** City Manager's Office
**Prepared by:** Pedro Garcia, Economic Development Manager
**Meeting Date:** Tuesday, August 19, 2025
**Approved by:** Scott W. Huth, Interim City Manager

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**SUBJECT:**
Approval of an Agreement with The Vision Culture Foundation for a Mural on the National City Public Works Building at 1720 Wilson Avenue.

**RECOMMENDATION:**
Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with The Vision Culture Foundation for a Mural on the Public Works Building Located at 1720 Wilson Avenue."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
On April 22, 2025, the Public Art Committee received a presentation on the proposed mural and voted to recommend approval of the project.

**EXPLANATION:**
The City of National City, in collaboration with local nonprofit Vision Culture Foundation, proposes to install a graffiti-style mural on two exterior walls of the Public Works building at 1720 Wilson Avenue, which faces the I-5 freeway and are regularly targeted by graffiti.

The mural seeks to:

- Deter ongoing vandalism through artistic activation of public space
- Beautify a highly visible corridor in the city
- Celebrate the City's diverse cultural identity and workforce

**Scope of Work**
Per the proposal from Vision Culture Foundation (Exhibit A), the mural will:

- Cover approximately 2,700 square feet across two walls
- Be painted by 6 artists working over the span of one work week (approx. 240 hours total)
- Feature a theme centered on community unity, history, and resilience
- Include materials such as spray paint, ladders, rollers, scaffolding, and artist supplies

**Budget Breakdown:**
- Artist honorariums (6 artists): $8,280
- Paint and supplies: $3,720
- Total Base Cost: $12,000
- Optional Add-On: $2,000 for a 2-year maintenance and touch-up plan
- **Total with Maintenance Option:** $14,000

This project represents the first step in a broader beautification effort aimed at installing murals along the full stretch of freeway-facing walls in the area, including the Extra Storage facility. These walls are routinely targeted by graffiti, and the City intends to explore a phased approach to public art as a long-term solution to reduce vandalism and support the workload of graffiti abatement crews.

Funding will be provided by the City, and Vision Culture will serve as the creative lead. The City retains ownership of the mural.

**FINANCIAL STATEMENT:**
Project cost is $12,000, with an optional $2,000 allocation for ongoing maintenance. Funding for this project is available in the Facilities Maintenance Fund in account 626-10-31-31500-7299-(Contract Services).

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

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

**PUBLIC NOTIFICATION:**
The Agenda Report was posted 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 – Scope of Services
Exhibit C – Resolution
Exhibit D – Mural Rendition

**AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF NATIONAL CITY**
**AND**
**THE VISION CULTURE FOUNDATION**

THIS AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and THE VISION CULTURE FOUNDATION, a California non-profit corporation (the "CONSULTANT").

**RECITALS**

**WHEREAS,** the CITY desires to employ a CONSULTANT to deliver a public art project consisting of painting a mural at the City-owned Public Works building located at 1726 Wilson Avenue in National City (the "Project"); and

**WHEREAS,** based on review of the CONSULTANT'S proposal and artistic background, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services; and

**WHEREAS,** the CONSULTANT agrees that upon completion of the Project, ownership of the physical works of art installed within public rights of way shall be transferred to the CITY, and the CONSULTANT waives and releases all rights of ownership to those works of art.

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

1. **ENGAGEMENT OF THE CONSULTANT.** The CITY agrees to engage the CONSULTANT to deliver the Project, 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 the CONSULTANT. The duration of this Agreement is for the period of one (1) year, commencing July 1, 2025 through June 30, 2026.

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

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall 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.** Stephen Manganiello, Director of Engineering & Public Works, 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. Ryan Johnson, Director, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be paid lump sum based on monthly billings covering actual work performed. The total cost for all work described in Exhibit "A" shall not exceed $14,000. 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 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; LICENSES.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for the Project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to the Project; and (3) shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Ownership of all materials and concepts produced for the CITY under this Agreement, including but not limited to the completed work described in Exhibit "A", and all rights to licensing and reproductions of the work, shall pass to and become the property of the CITY, once payment for that phase of work is made by the CITY. The CITY, at its option, will store all drawings and materials that may assist with future repairs. The CONSULTANT shall

waive all rights to the work, including copyright, moral rights under the Visual Artists Rights Act, rights under the California Art Preservation Act, and any other artistic rights that may exist in the work.

The CONSULTANT hereby assigns to the CITY all rights to produce, give, sell, and distribute still or motion images and models or other likeness of any kind of the work, the compensation for which is part of the fee described in Section 5 above, but shall exercise no rights thereto inconsistent with the provision of this Section 7. The CITY agrees to make reasonable efforts to provide appropriate credit to the CONSULTANT on all such material, but is not obligated to do so.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and the 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 and 17 United States Code §l06A and §113(d) relating to artists rights.

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 the Project, unless otherwise mutually agreed.

The provisions of this Section 7 shall survive the termination of this Agreement. Further, professional artists under contract with the CONSULTANT for the purpose of performing work under this Agreement are required to adhere to the applicable terms of this Agreement, including the provisions of this Section 7.

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

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.

The 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 the 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 the 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, the CONSULTANT shall indemnify, defend, and hold harmless the 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.

The 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 the CITY; (4) receive any employer contributions paid by the CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. The CONSULTANT's employees hereby waive any claims to benefits or compensation described in this Section 17. This Section 17 applies to the CONSULTANT notwithstanding any oilier agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary.

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

17.3 Indemnification for Employee Payments. The 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) the CONSULTANT, (2) any employee of the CONSULTANT, or (3) any employee of the 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 $1,000,000 per occurrence and $2,000,000 aggregate, 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 the 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 the CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, the CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to the CONSULTANT by the 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:

CITY: Pedro Garcia
Economic Development Manager
Office of the City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

CONSULTANT:
Ryan Johnson
Co-Director
The Vision Culture Foundation
2440 Highland Avenue
National City, CA 91950

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.

D 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. The 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.* The 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: _____
Scott W. Huth, Interim City Manager

**APPROVED AS TO FORM:**

By: _____
Barry J. Schultz
City Attorney

Date: _____

**THE VISION CULTURE FOUNDATION**
*(Corporation – signatures of two corporate officers required)*
*(Partnership or Sole proprietorship – one signature)*

By: _____
Ryan Johnson
Co-Director

Date: _____

**CONTACT INFORMATION**

**CITY OF NATIONAL CITY**
1243 National City Boulevard
National City, CA 91950-4397
Phone: 619-336-4523
Contact: Scott W. Huth
Title: Interim City Manager
Dept.: City Manager
Email: shuth@nationalcityca.gov

**THE VISION CULTURE FOUNDATION**
2440 Highland Avenue
National City, CA 91950
Phone: 619-247-4592
Contact: Ryan Johnson
Title: Co-Director
Email: rj@visionculture.com
Taxpayer I.D. No.:

VISION CULTURE FOUNDATION

**Exhibit "A"**

PHONE: 619-247-4592
WEB: www.visionculturefoundation.org/
ADD: 2440 Highland Ave. National City, CA

Afternoon Scott,

Thanks so much for taking the time to meet with us yesterday. We wanted to follow up our meeting with this letter of intent regarding our proposal for the National City Public Works building mural project. As you know, the Public Works building is a frequent target for graffiti, we believe that by enhancing the space with a meaningful, thoughtfully designed, and vibrant mural, we can instill a sense of pride and ownership in our neighborhood.

Our goal is to uplift our city, its workers, its various communities and multitude of cultures, with imagery that is relatable, appealing and inspiring. By adding this touch of beauty to the area, it will help to deter graffiti and set the tone in National City as an up-and-coming art district.

The mural design will communicate to National City and beyond that we are united in the heart of the city, building on the legacy of those who lit the way before us, by working together towards a brighter future for our children, that honors our ancestors, and reminds us to build in solidarity within the community.

This project budget estimate for the Public Works building will serve as proof-of-concept to the city. Here is a cost breakdown of the mural project for the South and West walls of the Public Works building:

- 60ft wide walls (x2) by 23ft high (x2) = **2,700 sq ft**
- 6 artist honorariums ($1,380.00 per artist) @ $3.00 per sq ft = **$8,280.00 Total**
    - Our projection is that this project will take an estimated 240 combined hours between 6 artists and will span approximately one work week
- Materials – 50 cases of MTN 94 spray paint @ $42.42/case = **$2,120.00 Total**
- Materials (cont.) – Ladders, Scaffolding, Rollers, 5 gallon, Paint, Brushes, Caps, Water, etc = **$1,600.00 Total**
- **Grand Total = $12,000.00**
- ***OPTIONAL - $2,000 Total** for 2yrs of maintenance and upkeep to cover additional labor/materials/etc. for that time period after completion.
- **New Grand Total w/maintenance option = $14,000.00**

Please let us know if you have any questions or concerns, we look forward to completing this project with the city of National City. This is a revolutionary approach to graffiti abatement and we appreciate the consideration.

Respectfully,

Ryan "RJ" Johnson
Co-Director-Vision Culture Foundation

[redacted]

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE VISION CULTURE FOUNDATION FOR A MURAL ON THE PUBLIC WORKS BUILDING LOCATED AT 1720 WILSON AVENUE.**

**WHEREAS**, the Public Works building located at 1720 Wilson Avenue is a frequent target for graffiti and vandalism; and

**WHEREAS**, the City of National City ("City") desires to beautify the area and reduce staff time dedicated to repeated graffiti abatement efforts; and

**WHEREAS**, The Vision Culture Foundation, a designated 501(c)(3) non-profit based in the City, provides various art programing and events, mentorship and resources for youth and the community; and

**WHEREAS**, City and The Vision Culture Foundation seek to partner to develop and implement a community-based public art project consisting of painting a mural at the Public Works building (the "Project"), for a total project cost of $12,000, with an optional two-year maintenance provision at an additional cost of $2,000; and

**WHEREAS**, the proposed mural was reviewed and recommended for approval by the Public Art Committee at its regular meeting on April 22, 2025; and

**WHEREAS**, City staff recommends executing the agreement with The Vision Culture Foundation for the Project for the not-to-exceed amount of $14,000.

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

**Section 1**: That the City Council hereby authorizes the Mayor to execute an agreement with The Vision Culture Foundation for a mural on the Public Works building located at 1720 Wilson Avenue for the not-to-exceed amount of $14,000.

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

**PASSED and ADOPTED this 19th day of August, 2025.**

_____
Ron Morrison, Mayor

**ATTEST:**

_____
Shelley Chapel, City Clerk

**APPROVED AS TO FORM:**

_____
Barry J. Schultz, City Attorney

# National City Public Works Mural Project

Presented by Vision Culture Foundation

Current View



**West Wall:**
By enhancing the space with a meaningful and thoughtfully designed mural we can instill a sense of pride in the neighborhood with artwork that represents the city, it's workers, various communities and cultures.

**South Wall:**
A frequent target of graffiti, by using imagery that is relatable and appealing we can help deter further tagging and add beauty to the area.

Conceptualization



**West Wall:**
The west wall mural will pay tribute to National City's essential workers and civic pride by incorporating a [1]map of the city, [2]City Hall, depictions of [3]Public Works tree trimmers, sanitation crew and engineers, who all contribute to the city's infrastructure and daily upkeep.

**South Wall:**
The south wall mural will celebrate the people of National City by portraying a diverse range of [4]professions—including business professionals, educators, office administration, food service workers, and IT staff—across various age groups, from adolescents to seniors, while honoring the city's rich [6]ethnic and cultural diversity.

West Wall




**Key Features:**
From left to right, an aerial map of South Bay is rendered in layered in hues of blue with National City highlighted in bright blue, highways in fuchsia, the bay in warm sunset orange, and green tones denoting parks and nature reserves. City Hall stands prominently at the center, flanked by traditional gaslamps. Essential workers dressed in high visibility orange, appear in front of a vivid green utility vehicle.

**Key Colors:**
Safety Orange, Tangerine, Madrid Red, Magenta, Fuchsia, Navy Blue, Royal Blue, Bright Blue, Fluorescent Green, Gemini Green, Frisco Green, Browns, Black and White

South Wall



**Key Features:**
Children of diverse ages and backgrounds are shown playing sports and dancing representing community programs such as Casa de Salud, MLK Community Center, Parks and Recreation, and Senior Services. Additional features include a man reading, a woman giving a lecture, an elderly woman is preparing salsa in a molcajete, and a business professional in a blue collard shirt gazing proudly at the city.

**Key Colors:**
Golden Yellow, Safety Orange, Tangerine, Madrid Red, Magenta, Fuchsia, Navy Blue, Royal Blue, Bright Blue, Gemini Green, Frisco Green, Browns, Black and White




Concept, Design and Description by David Castillo. All rights reserved 2025©

# AGENDA REPORT

**Department:** **Engineering and Public Works**
**Prepared by:** **Ricardo Rodriguez, Assistant Engineer-Civil**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Awarding a Contract to A. Preman Roofing, Inc., for the Library Roof Replacement Project, CIP No. 25-09.

**RECOMMENDATION:**
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to A. Preman Roofing, Inc. in the Not-to-Exceed Amount of $407,829 for the Library Roof Replacement Project, CIP No. 25-09; 2) Authorizing a 15% Contingency in the Amount of $61,175 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation in the Amount of $469,004 in the Library Capital Outlay Fund."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
In October 2024, the Engineering & Public Works Department commissioned a comprehensive roof inspection and assessment of all City-owned facilities. The results of the assessment confirmed that the multiple roofs covering the National City Public Library, which were installed nearly 20 years ago, have exceeded their useful life and need to be replaced. The Library Roof Replacement project, CIP No. 25-09 will remove and replace the existing roof at the National City Library.

On June 17, 2025, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On June 20, 2025 and June 27, 2025, the bid solicitation was advertised in the local newspaper. On July 9, 2025, seven (7) bids were received by the 2:00 p.m. deadline and A. Preman Roofing, Inc. was the apparent lowest bidder with a total bid amount of $407,829.

Upon review of all documents submitted, A. Preman Roofing, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to A. Preman Roofing, Inc. in the not-to-exceed amount of $407,829 and authorizing a 15% contingency in the amount of $61,175 to address any unforeseen conditions that may arise.

**FINANCIAL STATEMENT:**
Fund balance in the Library Capital Outlay Fund is available for this project:

Contract Award - $407,829 (new appropriation – Library Capital Outlay Fund)
Expenditure Account No. 108-10-18-18500-7598-1620108 (Library Roof Replacement)

15% Contingency - $61,175 (new appropriation – Library Capital Outlay Fund)
Expenditure Account No. 108-10-18-18500-7598-1620108 (Library Roof Replacement)

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

**ENVIRONMENTAL REVIEW:**
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

**PUBLIC NOTIFICATION:**
The Agenda Report was posted 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 – Bid Opening Summary
Exhibit B – Summary of Bid Items
Exhibit C – Owner-Contractor Agreement
Exhibit D – Resolution

# Exhibit A

## BID OPENING SUMMARY

**NAME:** **Library Roof Replacement**
**CIP NO:** **25-09**
**DATE:** **July 9, 2025**
**TIME:** **2:00 P.M.**
**ESTIMATE:** **$550,000**
**PROJECT ENGINEER:** **Ricardo Rodriguez**

| NO. | BIDDER'S NAME | BID AMOUNT | BID SECURITY - BOND |
|---|---|---|---|
| 1 | A. Preman Roofing, Inc.<br>875 34th Street<br>San Diego, CA 92102 | **$407,829** | Bond |
| 2 | Commercial & Industrial Roofing Co., Inc.<br>9239 Olive Drive<br>Spring Valley, CA 91977 | **$422,152** | Bond |
| 3 | A Good Roofer, Inc.<br>11651 Riverside Drive, Suite 145<br>Lakeside, CA 92040 | **$439,530** | Bond |
| 4 | Chambers, Inc.<br>1563 Sterling Court<br>Escondido, CA 92029 | **$556,625** | Bond |
| 5 | Sylvester Roofing Company, Inc.<br>306N West El Norte Parkway, #371<br>Escondido, CA 92026 | **$792,000** | Bond |
| 6 | Best Contracting Service, Inc.<br>19027 S Hamilton Avenue<br>Gardena, CA 90248 | **$873,472** | Bond |
| 7 | Danny Letner, Inc.<br>1490 N Glassell Street<br>Orange, CA 92867 | **$907,300** | Bond |

**Exhibit B**

# SUMMARY OF BID ITEMS

**NAME:** **Library Roof Replacement**
**CIP NO:** **25-09**
**DATE:** **July 9, 2025**
**TIME:** **2:00 P.M.**
**ESTIMATE:** **$550,000**
**PROJECT ENGINEER:** **Ricardo Rodriguez**

| | | | | A. Preman Roofing, Inc. | | Commercial & Industrial Roofing Co., Inc. | | A Good Roofer, Inc. | |
|---|---|---|---|---|---|---|---|---|---|
| **Item** | **Description** | **Unit** | **Qty** | **Unit Price** | **Line Total** | **Unit Price** | **Line Total** | **Unit Price** | **Line Total** |
| 1 | Removal, disposal and replacement of the existing roofing system and installation of a new roofing system per specifications | LS | 1 | $407,829.00 | $407,829.00 | $422,152.00 | $422,152.00 | $439,530.00 | $439,530.00 |
| | | | Subtotal | | $407,829.00 | | $422,152.00 | | $439,530.00 |
| | | | **Total** | | **$407,829.00** | | **$422,152.00** | | **$439,530.00** |

# OWNER - CONTRACTOR AGREEMENT

## LIBRARY ROOF REPLACEMENT, CIP NO. 25-09

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **A. Preman Roofing, Inc. ("Contractor")**, 875 34th Street, San Diego, CA 92102, on the **19th day of August, 2025,** for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

> "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's services

rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 13, above:

_____ (Initial) _____ (Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Ron Morrison
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

Contractor:
A. Preman Roofing, Inc.

_____
(Owner/Officer signature)

_____
Print name and title

_____
(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

# EXHIBIT A

## CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies' specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

| No. | Item Description | Unit | Qty | Unit Price | Line Total |
|---|---|---|---|---|---|
| **Base Bid** | | | | | |
| 1 | Removal, disposal and replacement of the existing roofing system and installation of a new roofing system per specifications | LS | 1 | $407,829.00 | $407,829.00 |
| | | | | Subtotal | $407,829.00 |
| | | | | Total | $407,829.00 |

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____

_____ (Notary Seal)

known to me to be _____of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

# PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2025-_____, OR the City Manager of the City of National City, on the 19th day of August, 2025, has awarded A. Preman Roofing, Inc., hereinafter designated as the "Principal", the LIBRARY ROOF REPLACEMENT.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of Four Hundred Seven Thousand, Eight Hundred Twenty-Nine Dollars ($407,829.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of

time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

| | |
|---|---|
| _____(SEAL) | _____(SEAL) |
| _____(SEAL) | _____(SEAL) |
| _____(SEAL) | _____(SEAL) |
| Surety | Principal |

## PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____ )
) ss
COUNTY OF _____)

On this_____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

| | |
|---|---|
| NOTE: Signature of those executing for Surety must be properly acknowledged. | NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney. |

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

# PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2025-_____, OR the City Manager of the City of National City, on the 19th day of August, 2025, has awarded A. Preman Roofing, Inc., hereinafter designated as the "Principal", the LIBRARY ROOF REPLACEMENT.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of Four Hundred Seven Thousand, Eight Hundred Twenty-Nine Dollars ($407,829.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

| | |
|---|---|
| _____(SEAL) | _____(SEAL) |
| _____(SEAL) | _____(SEAL) |
| _____(SEAL) | _____(SEAL) |
| Surety | Principal |

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____ )

) ss

COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

| | |
|---|---|
| NOTE: Signature of those executing for Surety must be properly acknowledged. | NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney. |

Signature: _____

Name (Type or Print): _____

(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO A. PREMAN ROOFING, INC. IN THE NOT-TO-EXCEED AMOUNT OF $407,829 FOR THE LIBRARY ROOF REPLACEMENT PROJECT, CIP NO. 25-09; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $61,175 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 4) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION IN THE AMOUNT OF $469,004 IN THE LIBRARY CAPITAL OUTLAY FUND.**

**WHEREAS**, the Library Roof Replacement project, CIP No. 25-09 (the "Project") will remove and replace the existing roof at the National City Library, which was installed nearly 20 years ago and has exceeded its useful life; and

**WHEREAS**, on June 17, 2025, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

**WHEREAS**, on June 20th and June 27th, 2025, the bid solicitation was advertised in the local newspaper; and

**WHEREAS**, on July 9, 2025, seven (7) bids were received by the 2:00 p.m. deadline; and

**WHEREAS**, upon review of all documents submitted, A. Preman Roofing, Inc.'s bid in the total bid amount of $407,829 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

**WHEREAS**, City staff recommends 1) awarding a contract to A. Preman Roofing, Inc. in the not to-exceed amount of $407,829 for the Library Roof Replacement project, CIP No. 25-09; 2) authorizing a 15% contingency in the amount of $61,175 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) establishing an appropriation in the amount of $469,004 in the Library Capital Outlay Fund.

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

**Section 1:** That the City Council hereby authorizes the Mayor to execute the contract with A. Preman Roofing, Inc. in the not-to-exceed amount of $407,829 for the Library Roof Replacement project, CIP No. 25-09.

**Section 2:** That the City Council hereby authorizes a 15% contingency in the amount of $61,175 for any unforeseen changes.

**Section 3:** That the City Council hereby authorizes the establishment of appropriation in the amount of $469,004 in the Library Capital Outlay Fund.

**Section 4:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 19th day of August, 2025.**

Ron Morrison, Mayor

**ATTEST:**

Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

Barry J. Schultz, City Attorney

# AGENDA REPORT

**Department:** **Engineering and Public Works**
**Prepared by:** **Stephen Manganiello, Director of Engineering & Public Works**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Land and Water Conservation Fund Assistance for the Proposed Las Palmas Little League Ballfields Restoration Project

**RECOMMENDATION:**
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Approving the Filing of an Application for Land and Water Conservation Fund Grant Funds from the State of California Department of Parks and Recreation for the Proposed Las Palmas Little League Ballfields Restoration Project; 2) Authorizing the City Engineer to Execute the Grant Application, Grant Agreement and Subsequent Documents if Awarded; and 3) Committing to Providing a Local Match."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
The ballfields at Las Palmas Park provide an opportunity for hundreds of local youth to participate in organized team sports, specifically Little League and Girls Softball. The two fields, which get consistent play throughout the year, are in need of major restoration to ensure a safe and accessible experience for players and fans. Staff has identified an opportunity to apply for a Land and Water Conservation Fund (LWCF) grant, which if approved, will contribute up to 50% towards the cost of improvements. Major elements of the project include restoration of both ballfields to improve drainage and performance, installation of permeable concrete walking paths for ADA compliance, slope stabilization and erosion control using retaining walls and planting vegetation, and replacement of the bleachers and outfield fencing. The estimated project cost is $810,000.

The project has strong support from the community based on numerous requests received from the Little League President, parents and other community members to improve conditions of the ballfields for safety and accessibility. The LWCF grant provides an excellent opportunity to close the funding gap for construction of the project. A City Council Resolution is required to demonstrate support for the project and commitment to providing the minimum grant match of $405,000 (which is 50% of the total project cost). Funding for the grant match is available through adoption of the Fiscal Year 2026 Capital Improvement Program Fund Budget.

Staff anticipates receiving notification as to whether the project has been selected for funding by Spring 2026. In the interim, City Public Works Parks Division will continue to support the leagues with maintenance of the ballfields.

**FINANCIAL STATEMENT:**
If grant funds are awarded, staff will return to City Council to establish appropriations and corresponding revenue budget.

LWCF Grant Amount Requested (Federal Grant) - $405,000
Local Match Required (funds available in Capital Improvement Program Fund) - $405,000

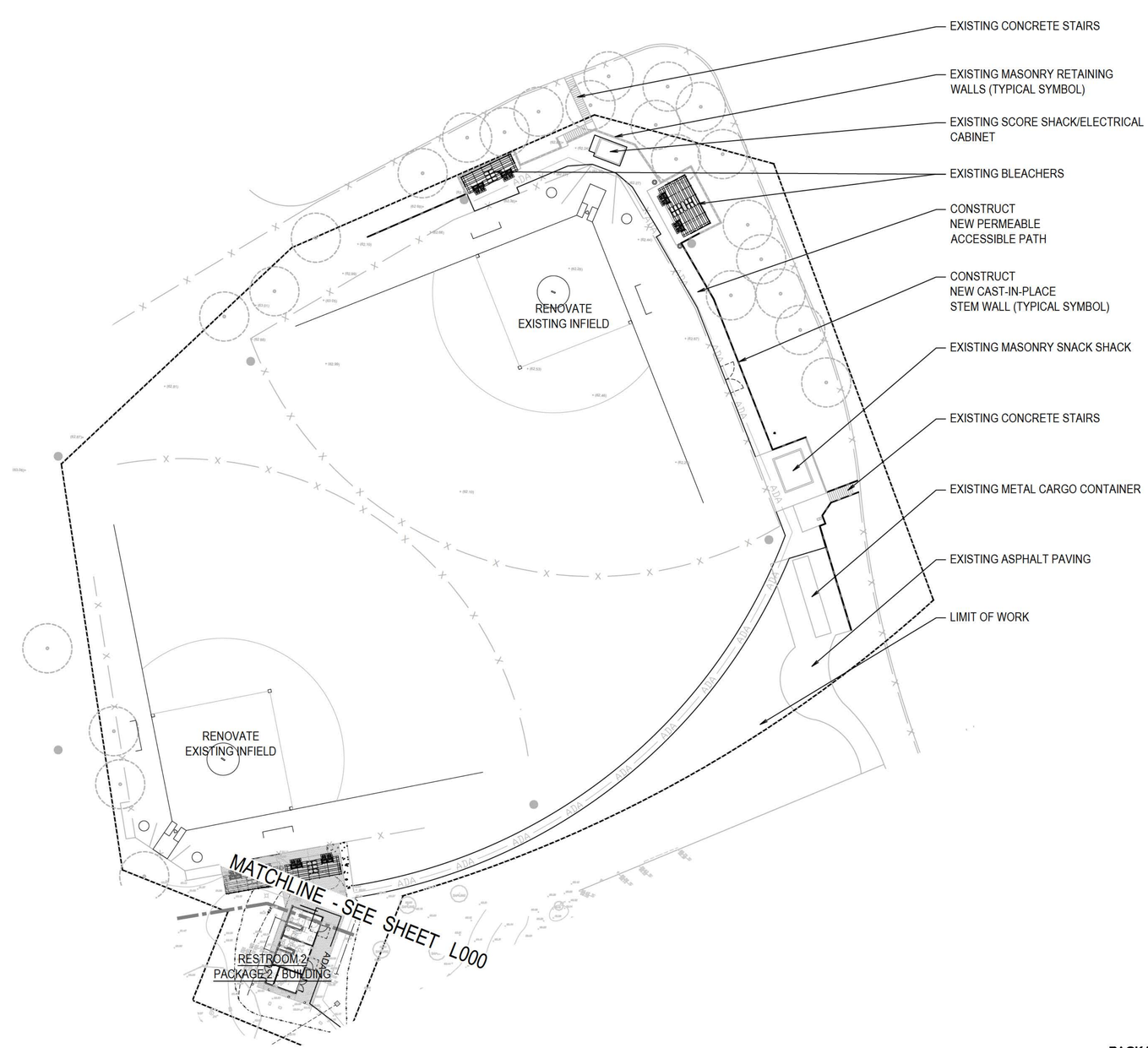
**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**
Parks, Recreation and Library

**ENVIRONMENTAL REVIEW:**
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

**PUBLIC NOTIFICATION:**
The Agenda Report was posted 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 – Site Plan
Exhibit B – Grant Agreement Template
Exhibit C – Resolution




## SITE PLAN - BALLFIELDS

0 10 20 30 60
SCALE: 1"=30'

N

SURVEYOR: SNIPES-DYE ENGINEERING

BENCHMARK: A STANDARD 2.5" BRASS DISK STAMPED 220 1977 THE BENCHMARK FOR THIS SURVEY IS THE CITY OF NATIONAL CITY BRASS PLUG IN THE TOP OF CURB AT THE WEST CORNER OF PALM AVENUE AND TWENTY-SECOND STREET PER FIELDBOOK A-1525, ELEVATION = 106.98.
SURVEYED ON 06/10/2022

CONSTRUCTION RECORDS

DATE STARTED: _____

INSPECTOR: _____

DATE COMPLETED: _____

GEOTECHNICAL ENGINEER OF RECORD

JEFFREY T. KENT — NINYO & MOORE
NAME — COMPANY

SIGNATURE

CONSTRUCTION SURVEYOR

NAME — COMPANY

SIGNATURE

| REVISIONS | BY | APPROVED | DATE |
|---|---|---|---|
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SAN DIEGO, CA 92109
858/274-3222
WWW.NERILA.COM

REGISTERED LANDSCAPE ARCHITECT — JAMES P. NERI — Expires 6/30/25 — RLA 3321 — STATE OF CALIFORNIA

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:
**LAS PALMAS PARK IMPROVEMENTS**
BALLFIELD SITE PLAN

CITY OF NATIONAL CITY

STEPHEN MANGANIELLO, T.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER
DATE

CIP NO. 24-13

SHEET 46 OF 49 SHEETS

11596 – 46 –D

ASI#2
L - 001

20 JANUARY 2025 - PACKAGE ONE-SITE - FOR CONSTRUCTION - CITY OF NATIONAL CITY - LAS PALMAS PARK IMPROVEMENTS

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## SYMBOL LEGEND

REMOVE & DISPOSE OF 4" EXISTING SOIL

CLEAR AND GRUB EXISTING LAWN & SOIL TO 10" DEPTH AND ADJUST CONFLICTING IRRIGATION HEADS

REMOVE & DISPOSE OF EXISTING ASPHALT /CONCRETE PAVING & SOIL (ASSUME 3" PAVING AND 7" SUBSOIL)

EXISTING TREE TO REMAIN

LIMIT OF WORK

TEMPORARY CONSTRUCTION FENCING 6' HIGH, 10-GA. CHAIN LINK FENCE PANELS WITH RECEIVER POSTS AT 8' O.C., MAX. AND CONSTRUCTION MESH NETTING

PHOTO VANTAGE POINT

## DEMOLITION KEY NOTES

A. LIMIT OF WORK LINE (TYPICAL SYMBOL)

B. SOUTH FIELD BLEACHERS - REMOVE AND LEGALLY DISPOSE OF OFFSITE

C. RENOVATE INFIELD MIX ACCORDING TO SOFTBALL INFIELD LAYOUT AND REPAIR TURF OUTSIDE LAYOUT TO NEW LINE

D. CONCRETE PAVING TO REMAIN

E. SOUTH FIELD BLEACHERS - REMOVE AND LEGALLY DISPOSE OF OFFSITE

F. SCORE SHACK TO REMAIN

G. SNACK SHACK TO REMAIN

H. CARGO CONTAINER TO REMAIN - MAINTAIN ACCESS DURING CONSTRUCTION

I. REMOVE AND DISPOSE OF PLATES AND BASES

J. FLAGPOLE TO REMAIN

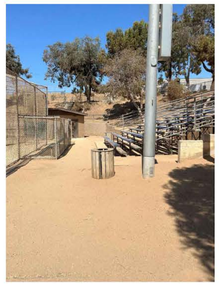
K. TRASH RECEPTACLE - REMOVE AND REINSTALL

L. SPORTS LIGHTING POLE AND HANDHOLE TO REMAIN

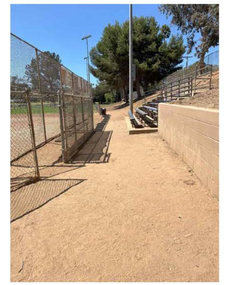
M. CHAIN LINK FENCING AND BACKSTOP (TYPICAL SYMBOL)

N. REMOVE OUTFIELD CHAIN LINK FENCING AND CONCRETE FOOTINGS (PATCH LAWN AS REQUIRED)





6


7


8


4


5


1


2


3

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SURVEYOR: SNIPES-DYE ENGINEERING

BENCHMARK: A STANDARD 2.5" BRASS DISK STAMPED 220 1977 *THE BENCHMARK FOR THIS SURVEY IS THE CITY OF NATIONAL CITY BRASS PLUG IN THE TOP OF CURB AT THE WEST CORNER OF PALM AVENUE AND TWENTY-SECOND STREET PER FIELDBOOK A-1324, ELEVATION = 106.98.*
SURVEYED ON 06/10/2022

CONSTRUCTION RECORDS

DATE STARTED:

INSPECTOR:

DATE COMPLETED:

GEOTECHNICAL ENGINEER OF RECORD

JEFFREY T. KENT — NINYO & MOORE
NAME — COMPANY

SIGNATURE

CONSTRUCTION SURVEYOR

NAME — COMPANY

SIGNATURE

| BY | APPROVED | DATE |
|---|---|---|
| | | |

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PLANS FOR THE IMPROVEMENTS OF:
LAS PALMAS PARK IMPROVEMENTS
BALLFIELD DEMOLITION PLAN

CITY OF NATIONAL CITY

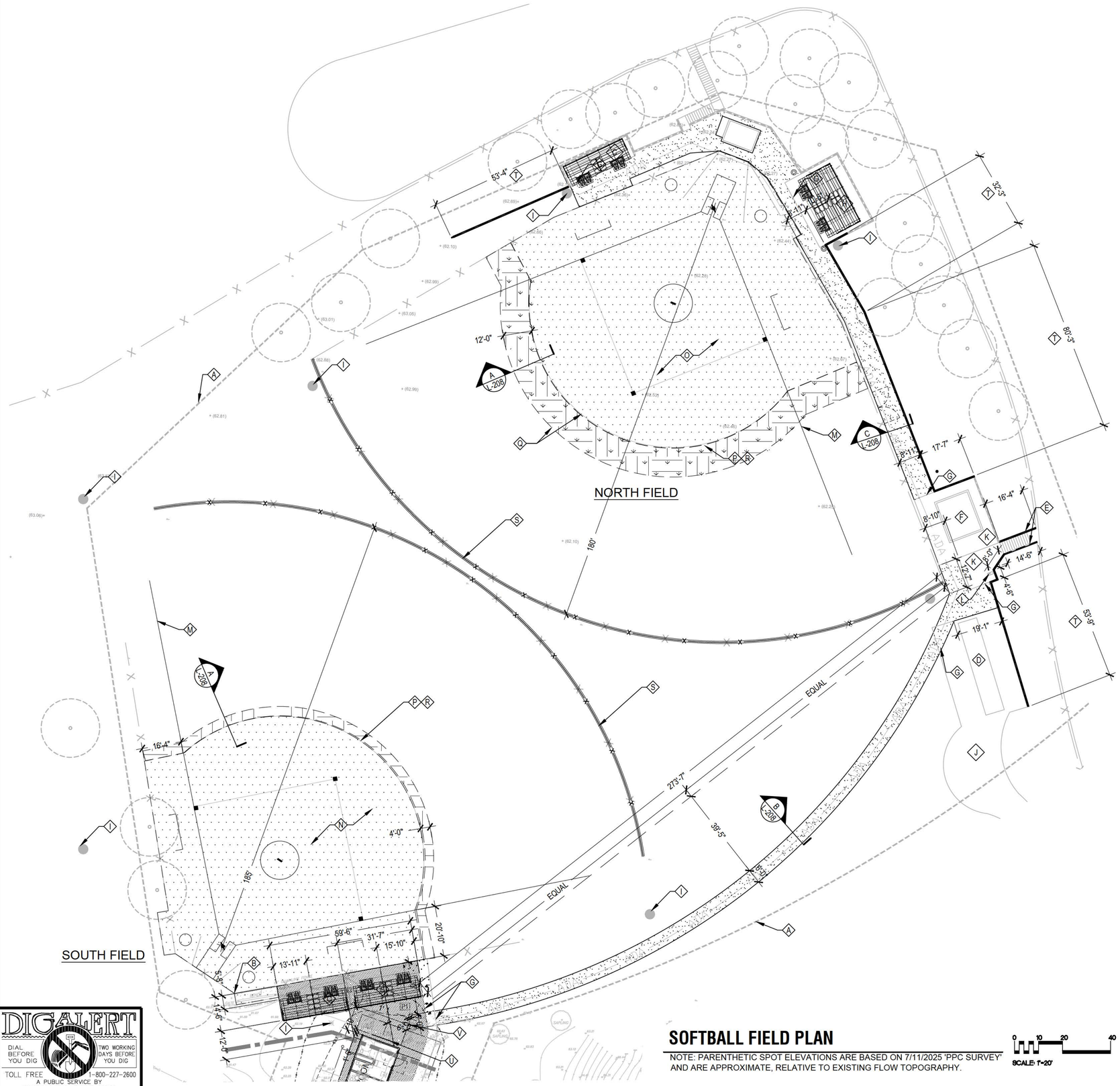
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DIRECTOR OF PUBLIC WORKS
CITY ENGINEER
DATE

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## MATERIALS LEGEND

| SYMBOL | QUANTITY | DESCRIPTION | EQUAL TO: | MATERIAL/FINISH | DETAIL |
|---|---|---|---|---|---|
| | 22,623 S.F. | PAVING TYPE 'A'<br>3" INFIELD MIX | STABILIZER SOLUTIONS<br>800-336-2468 | "PRO RED" INFIELD MIX | A/L-208 |
| | D.G.: 4,521 S.F.<br>MIX: 166 SACKS<br>EDGING: 980 L.F. | PAVING TYPE 'B'<br>PERMEABLE PAVING<br>WITH STEEL EDGING | SOUTHWEST BOULDER & STONE: 619/331-3120<br>SURE-LOC EDGING:<br>800/787-3562 | D.G.: "DESERT GOLD"<br>WITH "CARMEL COAST"<br>"GRANITECRETE" 3 SACK<br>EDGING: ¼"x5" GALV. | B/L-208 |
| | 20 C.Y. | TYPE 'A' TOPSOIL | 70 / 30 TOPSOIL<br>AGRISERVICE<br>760/3214-1842 | TOPDRESSING<br>LEVELLING COURSE<br>OVER EXISTING TURF | A/L-208 |
| | 2,455 S.F. | SOD | BERMUDA | OVER TOP DRESSING &<br>WHERE REQUIRED TO<br>PATCH TURF EDGE | - |
| | - | EXISTING<br>CONCRETE CURB WALL | - | - | - |
| | 295 L.F. | CAST IN PLACE<br>CONCRETE CURB WALL | LOCAL BATCH PLANT | 2500 PSI CONCRETE<br>SMOOTH SACK FINISH<br>(MATCH EXISTING) | C/L-208 |
| | (1) RUBBER<br>(3) BASES<br>(1) HOME PLATE | OFFICIAL SIZE PITCHER'S RUBBER, HOME PLATE & BASES | "CHAMPRO":<br>"4-WAY PITCHER'S RUBBER<br>"PRO STYLE" BASES &<br>HOME PLATE | WHITE RUBBER OVER<br>HARDWOOD WITH<br>METAL BASE ANCHORS | - |
| | 600 L.F. | 4' HIGH CHAIN<br>LINK FENCE<br>AND CONCRETE<br>MOW CURB | FENCE: LOCAL FENCE<br>COMPANY<br>TOP PROTECTOR:<br>POLYCAP CORRUGATED | FABRIC COLOR: BLACK PVC<br>8 GA. 2"x72" BONDED CHAIN<br>LINK FABRIC;<br>POST COLOR: BLACK<br>POWDER-COATED POSTS<br>@ 8' O.C.<br>PROTECTOR COLOR:<br>YELLOW | D/L208 |
| EJ<br>P1 | 1,325 S.F. | PAVING TYPE 'P1'<br>6" PEDESTRIAN<br>CONCRETE PAVING | LOCAL BATCH PLANT<br>2500 PSI | COLOR: "DAVIS" 8084<br>"SILVERSMOKE"<br>FINISH: TOPCAST #5 | A/L-205<br>B/L-205 |
| | (3) 5 ROW<br>(1) 8 ROW | BLEACHERS | BELSON (800)323-5664<br>#NA-0527ADA_CL<br>#NA-0827ADA_CL_3000S<br>¾"x3.75" WEDGE ANCHORS | MOBILITY ACCESS -<br>4 UA SPACES W/ CTR. AISLE<br>27" LENGTH, DOUBLE<br>ALUMINUM FOOT PLANKS | C/L-206 |

## KEY NOTES

- (A) LIMIT OF WORK
- (B) EXISTING BASEBALL FIELD CHAIN LINK FENCE, BACKSTOP, DUGOUT & GATE TO REMAIN
- (C) PROVIDE AND INSTALL (3) 62 SEAT SOUTH FIELD BLEACHERS
- (D) STORAGE CONTAINER
- (E) CONSTRUCT CONCRETE CHEEK WALLS AT EXISTING CONCRETE STAIRS
- (F) EXISTING SNACK SHACK - PROTECT FROM DUST DURING AND WASH DOWN EXTERIOR AFTER CONSTRUCTION
- (G) CONSTRUCT PATHWAY FLUSH WITH EXISTING CONCRETE AND ASPHALT SURFACES
- (H) PROVIDE AND INSTALL (1) 100 SEAT NORTH FIELD BLEACHERS
- (I) EXISTING SPORTS LIGHT POLE
- (J) EXISTING ASPHALT PAVING
- (K) EXISTING CONCRETE PAVING
- (L) EXISTING DRINKING FOUNTAIN
- (M) SEE SHEET L208 FOR SOFTBALL LAYOUT AND ACCESSORIES
- (N) RENOVATE INFIELD
- (O) RENOVATE AND RAISE INFIELD
- (P) ADJUST IRRIGATION HEADS TO NEW GRADE AFTER FIELD RENOVATION
- (Q) SOD TOPSOILED AREA (EAST FIELD ONLY) WITH BERMUDA SOD
- (R) SHOVEL CUT GRASS EDGE TO FORM RADIUS
- (S) CONSTRUCT OUTFIELD FENCE & MOW CURB
- (T) CONSTRUCT CURB WALL
- (U) CONSTRUCT BIKE RACK PER C/L204
- (V) INSTALL DRINKING FOUNTAIN PER E/L205

## SOFTBALL FIELD PLAN

NOTE: PARENTHETIC SPOT ELEVATIONS ARE BASED ON 7/11/2025 'PPC SURVEY' AND ARE APPROXIMATE, RELATIVE TO EXISTING FLOW TOPOGRAPHY.

SCALE: 1"=20'

ASI#2
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Expires 6/30/25
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PLANS FOR THE IMPROVEMENTS OF:
LAS PALMAS PARK IMPROVEMENTS
LANDSCAPE CONSTRUCTION PLAN
BALLFIELDS

CITY OF NATIONAL CITY

STEPHEN MANGANIELLO, T.E. — DATE
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

CIP NO. 24-13

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CONSTRUCTION SURVEYOR
NAME — COMPANY
SIGNATURE

GEOTECHNICAL ENGINEER OF RECORD
JEFFREY T. KENT — NINYO & MOORE
NAME — COMPANY
SIGNATURE

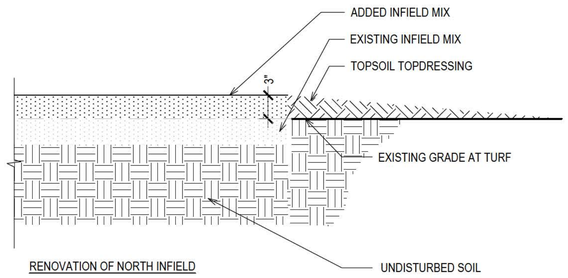
CONSTRUCTION RECORDS
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INSPECTOR:
DATE COMPLETED:

SURVEYOR: SNIPES-DYE ENGINEERING

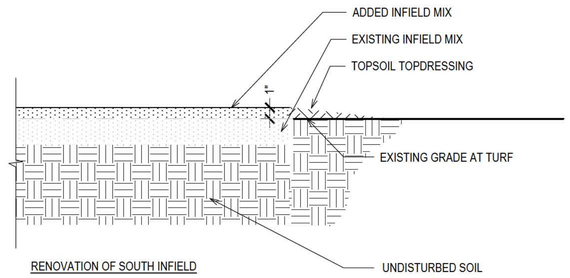
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RENOVATION OF NORTH INFIELD



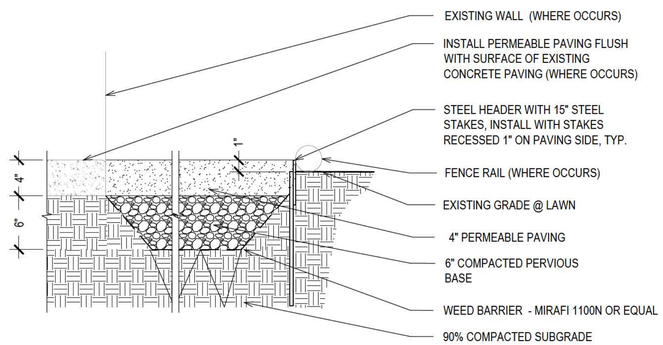

RENOVATION OF SOUTH INFIELD

RENOVATION PROCEDURE:

1. WATER THE INFIELD AND ALLOW WATER TO DISSIPATE UNTIL FIELD IS MOIST BUT NOT WET
2. EVENLY DISTRIBUTE ADDED INFIELD MIX OVER INFIELD IN DEPTHS SHOWN
3. ROTOTILL INFIELD TO A DEPTH OF 3"-4"
4. DRAG INFIELD WITH A MAT DRAG TO BREAK UP CLUMPING
5. LEVEL THE INFIELD
6. EVENLY DISTRIBUTE TOPSOIL OVER GRASS EDGE AND DRAG WITH MAT TO LEVEL
7. WATER THE INFIELD AND ALLOW TO DRY BEFORE PLAYING

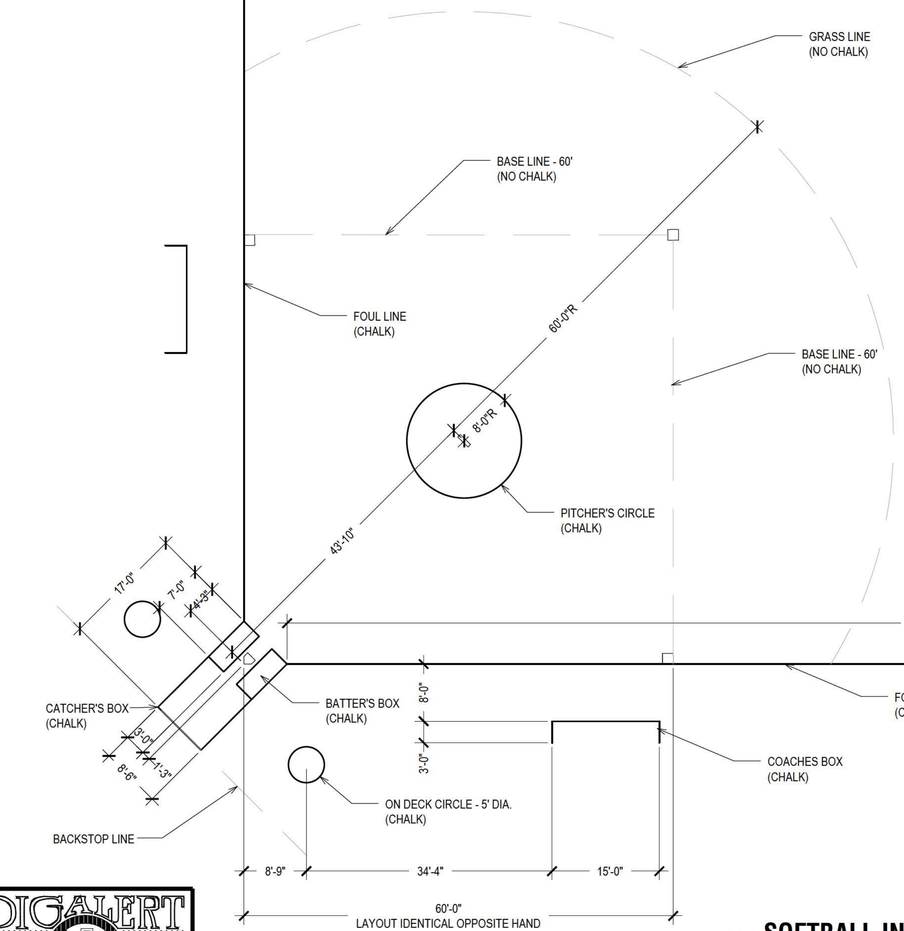
## A INFIELD RENOVATION

SECTION — NOT TO SCALE



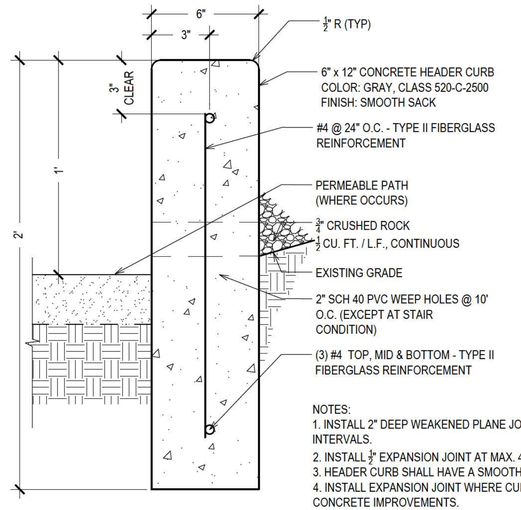

## B PERMEABLE PAVING WITH STEEL HEADER

SECTION — SCALE: 1 1/2"=1'-0"




## E SOFTBALL INFIELD LAYOUT PLAN

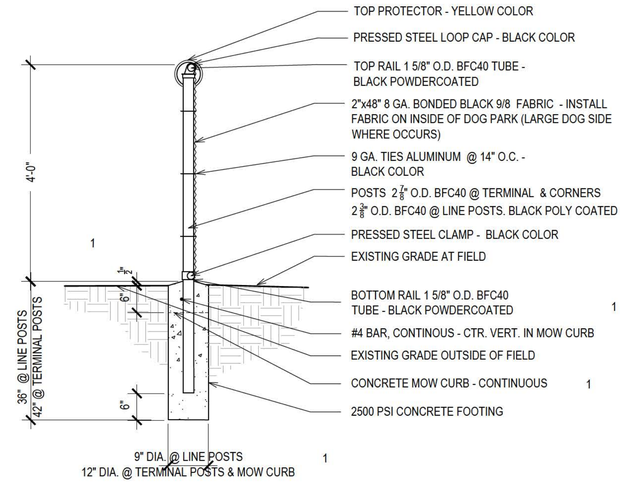
SCALE: 1"=10'




NOTES:
1. INSTALL 2" DEEP WEAKENED PLANE JOINT AT 20' MAX INTERVALS.
2. INSTALL 1/2" EXPANSION JOINT AT MAX. 45' INTERVALS.
3. HEADER CURB SHALL HAVE A SMOOTH SACK FINISH.
4. INSTALL EXPANSION JOINT WHERE CURB ABUTS CONCRETE IMPROVEMENTS.

## C CONCRETE CURB WALL

SECTION — NOT TO SCALE




## D 4' HIGH CHAN LINK FENCE

SECTION — SCALE: 3/4"=1'-0"

L-208

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REGISTERED LANDSCAPE ARCHITECT JAMES P. NERI Expires 6/30/25 PLA 3321 STATE OF CALIFORNIA

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:

**LAS PALMAS PARK IMPROVEMENTS**

**LANDSCAPE CONSTRUCTION DETAILS**

CITY OF NATIONAL CITY

STEPHEN MANGANIELLO, T.E. — DATE
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

CIP NO. 24-13

SHEET 48 OF 49 SHEETS — 11596 – 48 –D

20 JANUARY 2025 - PACKAGE ONE-SITE - FOR CONSTRUCTION - CITY OF NATIONAL CITY - LAS PALMAS PARK IMPROVEMENTS

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JEFFREY T. KENT — NAME
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# Grant Contract

**Department of Parks and Recreation**
**Sample Grant Contract**
**Land and Water Conservation Fund**

GRANTEE_____

PROJECT TITLE_____PROJECT NUMBER_____

GRANT PERFORMANCE PERIOD is from_____

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Liaison Officer pursuant to the program named above, and agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the application number indicated above.

**PROJECT DESCRIPTION:**

**The General Provisions attached are made a part of and incorporated into the Contract.**
**Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Part 200 – Grant Agreements – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is made part of and incorporated into this Contract as Exhibit A.**

Total State Grant not to exceed _____ (or 50% of the total Project, whichever is less. The federally approved surcharge will be deducted at the time of billing. )

Rate of Reimbursement _____%

_____
Grantee

By_____
Typed or printed name of Authorized Representative

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

_____
Signature of Authorized Representative

Title_____ By_____

Date_____ Date_____

**CERTIFICATION OF FUNDING**

| | | | | | |
|---|---|---|---|---|---|
| AMOUNT OF ESTIMATE | CONTRACT NUMBER | PROJECT NO. | | | FUND<br>Land and Water Conservation Fund |
| ADJ. INCREASING ENCUMBRANCE | APPROPRIATION | | | | |
| ADJ. DECREASING ENCUMBRANCE | CALSTARS VENDOR NO. | | | | |
| UNENCUMBERED BALANCE | LINE ITEM ALLOTMENT | CHAPTER | STATUTE | FISCAL YEAR | |
| T. B. A. NO. | B. R. NO. | INDEX | OBJ. EXPEND | PCA | PROJECT/WORK PHASE |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance. | | | | | |
| SIGNATURE OF ACCOUNTING OFFICER | | | | | DATE |

**State of California — The Resources Agency**
**DEPARTMENT OF PARKS AND RECREATION**
**Land and Water Conservation Fund**
***Grant Contract Provisions***

## Part I - Definitions

A. The term “NPS” as used herein means the National Park Service, United States Department of the Interior.

B. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term “State” as used herein means the State, Territory, or District of Columbia that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms “State,” “grantee,” and “recipient” are deemed synonymous.

E. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term “Manual” as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).

G. The term “project” as used herein means a Land and Water Conservation Fund grant which is subject to the grant agreement and/or its subsequent amendments.

## Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, State and/or local outdoor recreation funds.

A. The State agrees, as recipient of the LWCF assistance, that it will meet the LWCF General Provisions, and the terms and provisions as contained or referenced in, or

attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United

States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R. Part 59).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of the agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B. above.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in 54 U.S.C. § 200305(i) and the Manual.

## Part III - Project Assurances

### A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

**B. Project Execution**

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.

3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.

4.. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

5. The State will provide for and maintain competent and adequate architectural/ engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

6. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section “Project Termination” of this agreement.

7. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project’s compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI’s Section 504 Regulations (43 C.F.R. Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.

9. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations 36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant

award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and other on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, as necessary, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. § 800.11. If an unanticipated discovery is made during implementation of the undertaking the State in coordination with NPS shall consult per provisions 36 C.F.R § 800.13.

10. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq.) and the CEQ regulations (40 C.F.R. § 1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees and subrecipients are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to asst the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

**C. <u>Construction Contracted for by the State Shall Meet the Following Requirements</u>:**

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).

2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

**D. <u>Retention and Custodial Requirements for Records</u>**

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.

3. State and local governments are authorized to substitute copies in lieu of original records.

4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which

are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

**E. Project Termination**

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.

2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

**F. Lobbying with Appropriated Funds**

The State must certify, for the award of grants exceeding $100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**G. Provision of a Drug-Free Workplace**

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

**H. Hold Harmless**

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

**I. Civil Rights Assurance**

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall

obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

**J. <u>Debarment and Suspension</u>**

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

**K. Build America, Buy America**

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within

the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-inamerica/.

*Waivers*

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)

5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

*Definitions*
"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber;
- or drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband

infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

‘‘Project’’ means the construction, alteration, maintenance, or repair of infrastructure in the United States.

## Definitions

Capitalized words and terms used in this procedural guide are defined below.

**ACQUISITION** – to obtain fee simple title of real property or a permanent easement, which gives permanent rights to use the property for the purposes of the GRANT SCOPE. A lease or rental is not considered ACQUISITION.

**APPLICANT** – an eligible entity which does not yet have an ENCUMBERED CONTRACT with DPR.

**APPLICATION** – the APPLICATION Form and attachments submitted by an APPLICANT to OGALS to request GRANT funding through a competitive process and to describe the proposed use of the GRANT as required by the "APPLICATION GUIDE for the Land & Water Conservation Program."

**APPLICATION GUIDE** – the OGALS procedural guide that explains the requirements to propose a LWCF GRANT PROJECT. The current APPLICATION GUIDE can be found at the LWCF website.

**AUTHORIZED REPRESENTATIVE** – the APPLICANT'S/GRANTEE'S designated *position* authorized in the Resolution to sign all required GRANT documents. The AUTHORIZED REPRESENTATIVE may designate an alternate by informing OGALS in writing.

**CEQA** – the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the entities' proposed PROJECT. For more information refer to the CEQA website.

**CONSTRUCTION COSTS** – costs incurred when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

**CONTRACT** – an agreement between the DPR and the GRANTEE specifying the performance of the GRANT SCOPE within the GRANT PERFORMANCE PERIOD, and other GRANT obligations between the GRANTEE and DPR.

**CONVERSION** – occurs when the LWCF assisted PROJECT within the LWCF BOUNDARY AREA MAP OF RECORD is wholly or in part converted to other than outdoor public recreation use.

**DEPARTMENT OF THE INTERIOR** – the Federal agency with oversight over the National Park Service.

**DEVELOPMENT** – the physical improvement of real property including the construction of facilities or structures and support amenities.

**DPR** – the California Department of Parks and Recreation.

**ELIGIBLE COSTS** – expenses incurred during the GRANT PERFORMANCE PERIOD to complete the GRANT SCOPE approved by OGALS through an ENCUMBERED CONTRACT.

**ENCUMBERED** – when the CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and DPR. At this point the funds are designated by the State for the purpose of funding PROJECT related costs and the CONTRACT is fully executed between the GRANTEE and the DPR.

**FULLY USABLE** –

- For ACQUISITION PROJECTS means the property acquired with LWCF funds will be open and accessible for the public within three years of its being acquired by the GRANTEE.
- For DEVELOPMENT PROJECTS means GRANT SCOPE is open and accessible for the public.

**GRANT** – funds made available to a GRANTEE for completion of the GRANT SCOPE during the GRANT PERFORMANCE PERIOD.

**GRANT PERFORMANCE PERIOD** – the period of time that GRANT SCOPE ELIGIBLE COSTS may be incurred, and the work described in the GRANT SCOPE must be completed, billed and paid by the State. The GRANT PERFORMANCE PERIOD begins when the CONTRACT is approved by the National Park Service and ends on the date specified in the CONTRACT.

**GRANT SCOPE** – the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.

**GRANTEE** – an entity having an ENCUMBERED CONTRACT with DPR.

**IN-HOUSE EMPLOYEE SERVICES** – GRANTEE's employees working on the PROJECT.

**LWCF** – the Land and Water Conservation Fund State Assistance Program was established by the LWCF Act of 1965 and is the federal funding source for MATCHING GRANTS to State and local governments for recreation planning, ACQUISITION or DEVELOPMENT.

**LWCF BOUNDARY AREA MAP OF RECORD** – serves as the map of record between NPS, OGALS, and GRANTEES that:

- Provides the agreed boundaries of the protected PARK site at the time of PROJECT approval pursuant to Title 54 U.S.C. §200301 et seq of the LWCF ACT and Title 36, Part 59 in the U.S. Code of Federal Regulations.
- Allows PROJECT inspectors to identify and evaluate the site and its compliance with post-completion PARK STEWARDSHIP standards.

When a LWCF PROJECT is completed, the land within the approved LWCF BOUNDARY AREA MAP OF RECORD is placed under federal protection to preserve the public's outdoor recreational use of the site in PERPETUITY.

**MAJOR SUPPORT AMENITY**–

1. A parking lot, restroom building, or other *non-recreational facilities* intended to support RECREATION FEATURES at the PROJECT site.
2. An improvement to the *appearance of the general PROJECT site* such as landscaping when estimated to cost $50,000 or more.

**MANUAL –** NPS guidelines found in the LWCF State Assistance Program Federal Financial Assistance Manual, Volume 71. Effective Date: March 11, 2021 used to govern the LWCF program.

**MATCH** – amount required to make up the difference between the LWCF GRANT amount requested (the federal share) and the TOTAL PROJECT COST. The GRANTEE must submit ELIGIBLE COSTS to cover both the LWCF GRANT amount and MATCH (TOTAL PROJECT COST established at the time of APPLICATION) in order to be reimbursed the full LWCF GRANT amount.

**MINOR SUPPORT AMENITY** – a permanent single purpose stand-alone item that is not a FEATURE, such as a sign, bench, or drinking fountain estimated to cost less than $50,000.

**NEW OUTDOOR RECREATIONAL OPPORTUNITY** – development or construction of a new RECREATION FEATURE where non currently exists. Or renovate an existing RECREATION FEATURE that allows for expanded operation hours or additional recreational use beyond its original condition.

**NPS** – The National Park Service, the Federal agency that administers LWCF under the Secretary of the Department of the Interior.

**OGALS** – The California Department of Parks and Recreation, Office of Grants and Local Services.

**PARK** – land for the general public's physical and social health that provides RECREATION FEATURES for outdoor or indoor athletic activities, cultural enrichment, nature appreciation, or other active or passive recreational activities, and which includes a portion of OPEN SPACE. Under this definition, a greenway or linear PARK is also a PARK. A school is not a PARK and a community center on land that does not include an adjacent portion of OPEN SPACE is not a PARK.

**PERPETUITY** – the required STEWARDSHIP of land for eternity within a LWCF BOUNDARY AREA MAP OF RECORD approved by the NPS. The LWCF Act at 54 U.S.C. §200301 et seq, 36 C.F.R. Part 59, and 2 C.F.R. §200.316 provide the requirements of the land to be used for outdoor public recreation in PERPETUITY. The land under obligation of is described by the LWCF BOUNDARY AREA MAP OF RECORD and all of the LWCF APPLICATION documents.

The LWCF Act at 54 U.S.C. 200305 (f) Payments (3) – *No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation use. The Secretary shall approve a conversion only if the Secretary finds it to be in accordance with then-existing comprehensive statewide outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of the recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. Wetland areas and interests therein as identrified in the wetlands provisions of the comprehensive plan and proposed to be acquired as suitable replacement property within the same State that is otherwise acceptable to the Secretary, acting through the Director, shall be deemed to be of reasonably equivalent usefulness with the property proposed for conversion.*

**PRE-AWARD PROJECT PLANNING COSTS** – costs incurred prior to NPS' PROJECT approval necessary for PROJECT preparation. Examples include site investigation and selection, site planning, feasibility studies, CEQA/NEPA environmental review, Section 106, and the A & R Form, preliminary design, preparation of cost estimates, construction drawings and specifications.

**PROJECT** – the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form.

**PROJECT COMPLETION** – when the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE /Cost Estimate Form are complete and the facilities are open and useable by the public.

**PROJECT COMPLETION PACKET** – The documents listed on page 23 that are required in order to request final GRANT payment following PROJECT COMPLETION.

**PROJECT OFFICER** – an OGALS employee who acts as a GRANT administration contact for APPLICANTS and GRANTEES.

**RATE OF REIMBURSEMENT** – The "**RATE OF REIMBURSEMENT**" is based on the percentage of the LWCF GRANT amount in relation to the TOTAL PROJECT COST established at the time of APPLICATION. This percentage will be reimbursed to the GRANTEE out of the TOTAL PROJECT COST when the ELIGIBLE COSTS are incurred and listed on the GRANT Expenditure Form submitted by a GRANTEE to OGALS.

**RECREATION FEATURE** – A facility or open space area for public recreation as defined in the LWCF APPLICATION GUIDE.

**REIMBURSEMENT** – GRANT payment made to the GRANTEE after the GRANTEE incurred costs by making a payment to a contractor or vendor.

**STATEWIDE COMPREHENSIVE OUTDOOR RECREATION PLAN (SCORP)** – a tool for statewide outdoor recreation leadership and action, which includes the State's assessment and policy plan required by the LWCF ACT.

**STEWARDSHIP** – operation and maintenance requirements of property within the approved LWCF BOUNDARY AREA MAP OF RECORD established by NPS based on the LWCF ACT described in Chapter 8 of the MANUAL.

**TOTAL PROJECT COST** – the combined dollar amount of all funding sources used to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form.

**WAIVER OF RETROACTIVITY** – approval by NPS for the APPLICANT to incur costs, at the GRANTEE's own risk, prior to NPS approval of the PROJECT and obligation of the funds. See the LWCF APPLICATION GUIDE for more information.

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) APPROVING THE FILING OF AN APPLICATION FOR LAND AND WATER CONSERVATION FUND GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE PROPOSED LAS PALMAS LITTLE LEAGUE BALLFIELDS RESTORATION PROJECT; 2) AUTHORIZING THE CITY ENGINEER TO EXECUTE THE GRANT APPLICATION, GRANT AGREEMENT AND SUBSEQUENT DOCUMENTS IF AWARDED; AND 3) COMMITTING TO PROVIDING A LOCAL MATCH.**

**WHEREAS**, the ballfields at Las Palmas Park get consistent play throughout the year and are in need of major restoration to ensure a safe and accessible experience for players and fans, including restoration of both ballfields to improve drainage and performance, installation of permeable concrete walking paths for ADA compliance, slope stabilization and erosion control using retaining walls and planting vegetation, and replacement of the bleachers and outfield fencing (the "Project"); and

**WHEREAS**, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing facilities for public outdoor recreation purposes (the "LWCF Grant Program"); and

**WHEREAS**, the California Department of Parks and Recreation is responsible for administration of the LWCF Grant Program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

**WHEREAS**, City of National City ("City") staff has identified an opportunity to apply for funding pursuant to the LWCF Grant Program which, if approved, will contribute up to 50% towards the cost of improvements for the Project; and

**WHEREAS**, the City certifies by this resolution the approval of the LWCF Grant Program application and the availability of eligible matching funds prior to submission of the application to the State.

**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 approves the filing of an application for Land and Water Conservation Fund assistance for the proposed Las Palmas Little League Ballfields Restoration project.

**Section 2:** That the City Council certifies that the City of National City has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

**Section 3:** That the City of National City agrees to abide by 54 U.S.C. §200305(f)(3) which requires, "No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation use.

The Secretary shall approve a conversion only if the Secretary finds it to be in accordance with the then-existing comprehensive statewide outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."

**Section 4:** That the City Council certifies that the City of National City has matching funds in the adopted Fiscal Year 2026 Capital Improvement Program Fund and can finance 100 percent of the project, which up to half may be reimbursed.

**Section 5:** That the City of National City agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**Section 6:** That the City Council hereby appoints the City Engineer as agent of the City of National City to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

**Section 7:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 19th day of August, 2025.**

_____
Ron Morrison, Mayor

**ATTEST:**

_____
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

_____
Barry J. Schultz, City Attorney

# AGENDA REPORT

**Department:** City Manager's Office
**Prepared by:** Pedro Garcia, Economic Development Manager
**Meeting Date:** Tuesday, August 19, 2025
**Approved by:** Scott W. Huth, Interim City Manager

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**SUBJECT:**
National City Chamber of Commerce Economic Development Agreement – FY 26

**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 the National City Chamber of Commerce for a Not-to-Exceed Amount of $50,000 to Assist in Economic Development Services."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
The National City Chamber of Commerce has a longstanding history of supporting the local business community, representing over 600 businesses and serving as the City's largest civic organization. Over the years, the Chamber has worked in partnership with the City to provide programs that support the economic vitality of National City.

As part of the adopted FY26 budget, $50,000 has been allocated for continued economic development services by the Chamber. The agreement outlines key initiatives aimed at promoting local businesses, strengthening targeted industries, and enhancing workforce connections.

The updated Scope of Work (Exhibit A) includes the following deliverables:

- Weekly business visits throughout National City
- Monthly reporting on business feedback and issues
- Hosting four marketing and operations workshops focused on small businesses
- Promotion of local restaurants via the "Delish National City" campaign and social media
- Maintenance and expansion of the "Discover National City" website with new business listings and blogs
- Maintenance of a local job board to improve resident access to nearby employment opportunities
- Organization and execution of:
    - A Breezy 5K community run/walk event in Spring 2026
    - A new Automotive Festival and Expo highlighting the City's auto industry

Additionally, the agreement supports Chamber-led events through $10,000 in City sponsorships across a series of civic and business-focused events, including the Salute to Navy Luncheon, Annual Job Fair, and the Installation Dinner and Awards.

**FINANCIAL STATEMENT:**
Funds will be expended from General Fund account 100-10-13-13500-7650- (Economic Development -Agency Contributions).

**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 – Scope of Services
Exhibit C – Resolution

**AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF NATIONAL CITY**
**AND**
**NATIONAL CITY CHAMBER OF COMMERCE**

THIS AGREEMENT is entered into on this 19th day of August, 2025, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and NATIONAL CITY CHAMBER OF COMMERCE, a non-profit (the "CONSULTANT").

**R E C I T A L S**

**WHEREAS**, the CITY desires to employ a CONSULTANT to provide economic development services for businesses in the City of National City, California.

**WHEREAS**, the CITY has determined that the CONSULTANT is a non-profit organization 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 economic development services for businesses located in the City of National City, California, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on August 19, 2025. The duration of this Agreement is for the period of August 5, 2025 through June 30, 2026. 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's Office.

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

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised on the progress of 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.** City Manager's Office 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. National City Chamber of Commerce thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked, and materials, if any. The total cost for all work described in Exhibit "A" shall not exceed $50,000. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

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

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

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

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

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

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

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

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

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

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants

that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

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

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

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

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to 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.

14. **CONFIDENTIAL INFORMATION.** The CITY may, from time to time, communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any

part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

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

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. All deductibles and self-insured retentions in excess of $10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 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.

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: Scott Huth
Interim City Manager
Office of the City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Karen Azhocar McManus
Chair
National City Chamber of Commerce
City Of National City
901 National City Boulevard
National City, CA 91950-4397

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

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

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

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF NATIONAL CITY**

By: _____
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By: _____
Barry J. Schultz,
City Attorney

**INSERT CO'S NAME IN BOLD, ALL CAPS**
*(Corporation – signatures of two corporate officers required)*
*(Partnership or Sole proprietorship – one signature)*

By: _____
*(Name)*

_____
*(Print)*

_____
*(Title)*

By: _____
*(Name)*

_____
*(Print)*

_____
*(Title)*

# Scope of Work for City Grant of $50,000.00

*This is a proposal for the scope of work for the City's support for the National City Chamber of Commerce. These are all economic development tasks whose primary goal is to attract more business from outside the City of National City, to help local businesses grow and improve the economic opportunities for local residents.*

1) **Weekly Business Visits in National City**. The aim of this program is to have a permanent schedule of visits to businesses in National City, with the goal of learning about the nature of the business and what services they need and what challenges they are facing.

   **Goal: Increase Business Visits and support**

   **Deliverable: Visit 4 businesses every week, completing the attached survey for each business.**

The Chamber will share with the city the survey responses at the end of the month and a list of businesses visited in every district in National City.

2) **Marketing and operations workshops for Local Businesses (Yelp, Social Media and Google)** to educate and empower our local businesses to market their businesses in the new era of social media marketing. New Restaurant Committee logo created to promote restaurants – D'Lish National City.

   **Goal**: Increase Social media presence of local businesses.

   **Deliverable: Host a minimum of 4 Social media marketing workshops available to all businesses.**

   **Workshops:**
   **July 31 – Julio Carrasco – Bookkeeping and Tax Planning**
   **September 24 – Deepti Kurup – Cyber security for small businesses**
   **October 28 – Issybeth Rodriguez – Live well SD – Workplace safety and growth for small businesses**
   **November 21 - TBA**

**3)** **National City Chamber of Commerce Restaurant Committee – New Chaber initiative**

   **The goal of this committee is to increase the visits and sales for all the restaurants in National City. The City has over 200 restaurants and most of them are small family-owned restaurants**

**with little knowledge and experience in managing a business and marketing. We intend to do for the restaurants in National City what they cannot do for themselves.**

**The mission of the National City Restaurant Committee is to support, promote, and strengthen the local restaurant industry by fostering collaboration, driving economic growth, and enhancing the dining experience in the community. This is especially important for the small family owned businesses with no business training or marketing knowledge. Marketing National City as a food destination with its own branding and pages on Social media and using existing marketing channels to promote NC as a food destination. Making restaurants compliant is also a goal of this committee.**

**We have created this committee of 15 committee members, that include restaurant owners and have had our first 3 meetings. A marketing sub-committee has been established to plan and manage the marketing component of this committee.**

**A new brand and logo has been created and a new Instagram page has been created to promote the restaurants in National City.**

**Deliverables:**

1) **2 Restaurants will be highlighted and promoted every month for 30 days**
2) **Branding and promotion of National City as a food destination – using Delish National City as the name of the campaign and with the tag line "Flavors Without Borders"**

4) **Maintenance and improvement of the website *"Discover National City"*** to be used as a promotional tool to bring more businesses to National City. By adding a minimum of 3 new Businesses every week to this website, community and city events, attractions, and blogs. This website will discover the many options for shopping and entertainment available in National City, especially people outside the city, bringing new business to these businesses. *

We will prepare a list of the businesses that have been added every month, covering all the districts in National City. This is an ongoing task with no ending date.

**Goal**: Increase traffic to the website by 30% by the end of the 12 months

**Deliverable: An updated and robust website including events happening in the City and links to select local businesses' videos.**

We will use this website as an important component for the promotional efforts of the Restaurant Committee

5) **Maintaining a listing of jobs available in National City on the NC Chamber of Commerce website**. The goal is to help local residents have access to jobs available in their own community, saving them transportation costs and easier access to good jobs. **Goal**: Updated Job Openings on a monthly basis.

**Deliverable**: to keep the list updated and have a minimum of 100 local jobs listed at any given time. This is an ongoing task. We can print out the monthly list of job offers at the end of the month.

### 6) National City Chamber / Latinas a Correr 5K in National City - New Chamber initiative

We are in the process of putting together a 5K Run /Walk for Soring 2026 in National City. Due to the nature of this event, we are partnering with an organization that has experience in organizing and managing an event like this. This will be a fundraising event for both the Non -Profit and the Chamber of Commerce.

The positive effect of this event, is that this would be the first 5K in National City, highlighting healthy living, community engagement and this will bring very strong promotion of the City of National City in the region.

**Deliverable: A 5K run that would have 500 runners in attendance , 30 local business vendors booths at the end, food from local restaurants.**

### 7) National City Chamber Auto Festival and Expo 2026

We are also in the planning stages of a new Auto Festival and Expo that will focus on highlighting the Auto Industry in National City. The Mile of Cars Association will be part of this event, and we are considering Pepper Park as a possible venue for the event. The Port of San Diego is being contacted to verify dates and details for having the event there.

National City's Auto heritage is very important and the focus of this event is to highlight what National City offers through all its automotive businesses and providers.

**Deliverable: An Automobile festival whose purpose is to promote local automotive businesses, dealerships to continue to promote the Automotive businesses in National City. Potentially have 75**

**vehicles in exhibition, 40 booths for local Automotive vendors, food vendors , et. Goal is to have over 3,000 visitors to this event.**

We will prepare a monthly report on each of these items so that the city can know the progress and impact that these activities have on businesses and the local community.

The National City Chamber of Commerce will issue a monthly invoice to the City for $3,200.00 for 11 months and a final one of $4,800.00 to round up the total to complete the $40,000.00. In this way, the City would know the progress on a monthly basis for these tasks.

The City would also sponsor Chamber events for a total of $10,000.00 for the year based on the attached sponsorship proposal.

1) Annual National City Chamber of Commerce Job Fair – September 2025 Title Sponsor $ 1,000.00

2) NC Chamber Salute to Navy Luncheon – October 2025 Captain's Package $1,500.00

3) Annual Installation Dinner and Awards Ceremony – February 2025 Ceremonial Sponsor $ 2,000.00

4) Chamber Quarterly Breakfasts – February – June – August – November $1,000.00 for 4 breakfast ($250.00 each)

5) NC Automotive Festival and Expo – Fall 2026 - $1,500.00

6) Breezy NC 5K Walk / Run – April 2026 - $1,500.00

7) Annual Chamber Golf Tournament – May 2026 - $1,500.00

**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 THE NATIONAL CITY CHAMBER OF COMMERCE FOR A NOT-TO-EXCEED AMOUNT OF $50,000 TO ASSIST IN ECONOMIC DEVELOPMENT SERVICES**

**WHEREAS**, the National City Chamber of Commerce has been supporting the National City business community for over 100 years with support from over 600 National City businesses; and

**WHEREAS**, the City of National City for many years has supported the National City Chamber of Commerce through shared goals of supporting our business community; and

**WHEREAS**, on June 17, 2025, the City Council adopted the Fiscal Year 2026 budget, allocating $50,000 for the National City Chamber of Commerce to be used for economic development services; and

**WHEREAS**, the National City Chamber of Commerce will assist the City with economic development services in the National City business community through workforce development, small business support, business visits, and tourism; and

**WHEREAS**, City staff recommends that the City Council authorize the Mayor to execute an agreement between the City of National City and the National City Chamber of Commerce for a not-to-exceed amount of $50,000 for economic development services.

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

**Section 1:** Authorizes the Mayor to execute an agreement between the City of National City and the National City Chamber of Commerce for a not-to-exceed amount of $50,000 for economic development services.

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

**PASSED and ADOPTED this 19th day of August, 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:** **Sophia Depew, Assistant Planner**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Notice of Decision – Planning Commission Approval of a Coastal Development Permit and Conditional Use Permit (CUP) for On-Site Beer and Wine Sales, and Live Entertainment at an Existing Restaurant (La Malquerida by Dolche) Located at 1524 McKinley Avenue.

**RECOMMENDATION:**
Staff Recommends Approval of the Request for On-Site Beer and Wine Sales and Live Entertainment, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2025-07, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol and Live Entertainment are Conditionally-Allowed Uses in the Medium Manufacturing Zone and Would be Accessory to Food Sales at the Restaurant.

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
On July 21, 2025, the Planning Commission recommended approval of the CUP by a unanimous vote of those present. The motion recommended approval of the item with modified conditions of approval related to hours of operation:

The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. to 10:00 p.m. daily. Indoor live entertainment shall only be permitted between the hours of 10:00 a.m. to 11:30 p.m. daily. Outdoor live entertainment shall only be permitted between the hours of 10:00 to 10:00 p.m. daily.

Ayes: Armenta, Castle, Miller, Sanchez, Quinones Absent: Valenzuela

**EXPLANATION:**
The operator of La Malquerida by Dolche restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant initially proposed alcohol sales from 8:00 a.m. to midnight daily. The applicant also requested live entertainment indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily.

The Planning Commission conducted a public hearing on July 21, 2025, and voted to recommend approval of the request with amended hours as stated above, based on the findings and recommended Conditions of Approval in the resolution. The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**
An application fee of $3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**
Balanced Budget and Economic Development

**ENVIRONMENTAL REVIEW:**
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

**PUBLIC NOTIFICATION:**
The Agenda Report was posted at least 72 hours before the 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 – Planning Commission Staff Report with attachments
Exhibit B – 7/21/2025 Planning Commission PowerPoint slides

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

# PLANNING COMMISSION STAFF REPORT

| | |
|---|---|
| Title: | PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES), FOR A COASTAL DEVELOPMENT PERMIT AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (LA MALQUERIDA BY DOLCHE) LOCATED AT 1524 MCKINLEY AVENUE IN THE COASTAL ZONE. |
| Case File No.: | 2025-12 CUP CDP |
| Location: | North end of McKinley Avenue near West 14th Street |
| Assessor's Parcel Nos.: | 557-055-08 |
| Staff report by: | Sophia Depew, Assistant Planner |
| Applicant: | Elena Gallardo |
| Zoning designation: | Medium Manufacturing/Coastal Zone (MM/CZ) |
| Adjacent use and zoning: | |
| North: | Industrial, Residential / MM-CZ |
| East: | Interstate 5 |
| South: | Industrial / MM-CZ |
| West: | Industrial / MM-CZ |
| Environmental review: | Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) |
| Staff recommendation: | Approve |

Staff Recommendation

Staff recommends approval of the request for on-site beer and wine sales and live entertainment, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of alcohol and live entertainment are conditionally-allowed uses in the Medium Manufacturing zone and would be accessory to food sales at the restaurant.

Executive Summary

The operator of La Malquerida by Dolche restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant is proposing alcohol sales from 8:00 a.m. to midnight daily. The applicant is also requesting live entertainment indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily.

Site Characteristics

The 2,500 square foot property is located on the northwest end of McKinley Avenue between West 14th and West 18th Street. The property is zoned Medium Manufacturing (MM) and is located within the City's Coastal Zone (typically the area west of Interstate 5). The zoning map indicates the lot as Medium Industrial (IM). However, the most recent comprehensive Land Use Code Update (2011) is not yet active in the Coastal Zone. Therefore, the City's previous zoning (MM) would apply.

The restaurant is approximately 1,400 square feet, with a 700 square-foot outdoor patio and seating in the back. The applicant is proposing live entertainment on the outside patio. The outdoor patio is surrounded on all sides by walls and fences. The building is situated between two industrial businesses, Handy Metal Mart and Walashek Industrial. The surrounding area is almost entirely industrial, except for one residential use two properties to the north. All of the properties in the vicinity of the restaurant are zoned Medium Manufacturing.

Proposed Use

The applicant is proposing beer and wine sales (ABC Type-41) and live entertainment at the restaurant. Proposed hours for alcohol sales are from 8:00 a.m. to midnight daily. Proposed hours for live entertainment are indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily.

**Analysis**

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales and live entertainment with an approved Conditional Use Permit (CUP). Additional

requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation

La Malquerida by Dolche is proposing to sell beer and wine from 8:00 a.m. to midnight daily. They are also proposing live entertainment (DJs, bands, guitarist, mariachi, etc.) indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily.

The site, previously known as Westside Story, had an approved CUP in 2018 to sell beer and wine and have live entertainment from 10:00 a.m. to 10:00 p.m. daily. The use has since been discontinued.

Restaurants with on-site alcohol sales and live entertainment have been approved with varying hours throughout the city. Most recently, Mariscos El Tiburon (543 Highland Avenue) was approved for alcohol sales from 9:00 a.m. to 10:00 p.m. Sunday through Thursday and 9:00 a.m. to 11:00 p.m. Friday through Saturday and live entertainment was approved from 4:00 p.m. to 10:00 p.m. Friday & Saturday and 4:00 p.m. to 9:00 p.m. Sunday. This business was located in a more residential area than the subject restaurant, La Malquerida by Dolche.

In 2024, Mariscos La Capital was approved for alcohol sales from 8:00 a.m. to 11:30 p.m. daily, although the restaurant did not include live entertainment. In 2023, Friends of Friends (127 E 8th St,) was approved for on-site alcohol sales from 6:00 a.m. to 1:00 a.m. and live entertainment from 12:00 p.m. to 10:00 p.m. Sunday through Thursday and 12:00 p.m. to 11:30 p.m. Friday through Saturday. Similarly, in 2022, Market on 8$^{th}$ was approved for on-site alcohol sales until 1:00 a.m. daily and live entertainment until 11:30 p.m. on weekends. The approval for Market on 8$^{th}$ included live entertainment on the outdoor patio until 9:00 p.m. on weekends.

Based on the recently approved hours for restaurants with alcohol sales and live entertainment and the location of the restaurant, staff is recommending modified hours for live entertainment. The hours for live entertainment proposed by the applicant are indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily; However, staff is recommending indoor live entertainment from 10:00 a.m. to 11:30 p.m. and outdoor live entertainment from 10:00 a.m. to 10:00 p.m. in accordance with the noise ordinance. Proposed hours for alcohol

sales are from 8:00 a.m. to midnight daily. These hours are consistent with previous approvals and the location of the restaurant. It should be noted that a Type 41 ABC license (On Sale Beer & Wine – Eating Place) requires that alcohol sales not exceed food sales. In addition, City Council 707 requires that alcohol must be purchased with food.

Concerns related to live entertainment usually involve noise impacts to surrounding non-commercial uses. While the subject property is in a primarily industrial area, conditions are included to address noise. Conditions include compliance with the limitations contained in Title 12 (Noise) of the Municipal Code and specified hours of operation.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 55 occupants and owners. No public comment has been received as of the writing this report.

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Thursday, May 8th, 2025 at 6:00 p.m. at the subject restaurant. The meeting advertisement is attached (Attachment 8); No community members attended the meeting.

Distance Requirements - Chapter 18.030.050 (D) of the National City Zoning Code requires a 660-foot distance from any public school; there are no schools within 660 feet of the site. In addition, restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The property in question has approximately half of its floor area devoted to seating.

Coastal Zone

As previously noted, the business location is within the Coastal Zone. Under normal (non-discretionary permit) circumstances, no Coastal Development Permit (CDP) would be required. However, the need for a discretionary approval in this case (CUP) also triggers a CDP. The only difference with this application would be the need for an additional finding related to consistency with the Local Coastal Plan, which is included with the attached Resolution (Attachment 1).

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are 17 on-site licenses in census tract 219, where a maximum of three are

recommended. Therefore, the census tract is considered to be overconcentrated by ABC with regard to on-site alcohol sales outlets. Census Tract 219 is the area west of National City Boulevard from Division Street to the southern City boundary. The site was previously approved for an on-site license.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 15 points, which places it in the Medium Risk category (Medium Risk is considered 13-18 points). The Risk Assessment is included as Attachment 6. The assessment indicted a concern related to lighting. A condition has been added to address the comment.

Institute for Public Strategies

Comments were received from IPS with the following considerations:

1. Require that staff and management attend an in-person LEAD training or an in-person Responsible Beverage Sales and Service training from an ABC-authorized provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide breakfast, lunch, and dinner through 12:00 a.m. daily.
3. Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Attachment 7. Conditions of approval are included that restrict the hours of alcohol sales and live entertainment.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Size and Shape: The site for the proposed use is adequate in size and shape, because there will be no physical change to the existing business as a result of this approval that would expand the current use beyond its current capacity. Alcohol sales and live entertainment would be incidental the primary use of food service

2. Access: The site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, because there will be no physical change to the existing business as a result of this approval that would impact adjacent streets. The proposal involves an existing commercial space and no expansion of the building is proposed.

3. No Adverse Effects: The proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the Medium Manufacturing (MM) zone and the proposed use will be subject to conditions that limit the sale of alcohol and live entertainment. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.

4. Public Convenience and Necessity: The proposed use is deemed essential and desirable to the public convenience or welfare, because the restaurant, a permitted use in the Medium Manufacturing zone, will benefit from the extended sale of alcohol and live entertainment by providing for a wider diversity of businesses that add charm to the area.

5. Local Coastal Program: The granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program, because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.

6. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the restaurant is an allowed use in the Medium Manufacturing zone.

Findings for Denial

The following are findings for denial:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of on-site alcohol sales and live entertainment may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. The proposed use is not deemed essential to the public necessity, as there are already 17 other outlets in the same census tract that serve alcohol.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for on-site sale of alcoholic beverages and live entertainment pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.). Conditions related to live entertainment have been included as well.

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption and live entertainment being conditionally-allowed uses in Medium Manufacturing zone; alcohol sales and live entertainment will be accessory to the existing restaurant use in an established industrial area; beer and wine will only be available with the sale of food; the census tract in which the restaurant is located is considered over-concentrated with regard to on-sale alcohol licenses; and the Police Department has classified the establishment as Medium Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2025-12 CUP CDP, subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2025-12 CUP CPD based on the attached findings or findings to be determined by the Planning Commission; or,

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

Attachments

1. Draft Resolution
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2025-12 CUP CDP, dated 05/06/2025)
4. Public Hearing Notice (Sent to 55 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. Institute for Public Strategies Comments
8. Community Meeting Information

RESOLUTION NO. 2025-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) FOR A COASTAL DEVELOPMENT PERMIT AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (LA MALQUERIDA BY DOLCHE) LOCATED AT 1524 MCKINLEY AVENUE IN THE COASTAL ZONE.
CASE FILE NO. 2025-12 CUP CDP
APN: 557-055-08

WHEREAS, the Planning Commission of the City of National City considered a Coastal Development Permit and Conditional Use Permit for on-site beer and wine sales and live entertainment at an existing restaurant (La Malquerida by Dolche) located at 1524 McKinley Avenue. At a duly advertised public hearing held on July 21, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-12 CUP CDP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on July 21, 2025, support the following findings:

1. That the site for the proposed use is adequate in size and shape, because there will be no physical change to the existing business as a result of this approval that would expand the current use beyond its current capacity. Alcohol sales and live entertainment would be incidental the primary use of food service.

2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, because there will be no physical change to the existing business as a result of this approval that would impact adjacent streets. The proposal involves an existing commercial space and no expansion of the building is proposed.

3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the Medium Manufacturing (MM) zone and the proposed use will be subject to conditions that limit the sale of alcohol and live entertainment. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.

4. That the proposed use is deemed essential and desirable to the public convenience or welfare, because the restaurant, a permitted use in the Medium Manufacturing zone, will benefit from the extended sale of alcohol and live entertainment by providing for a wider diversity of businesses that add charm to the area.

5. That the granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program, because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the restaurant is a permitted use in the Medium Manufacturing zone.

7. Based on findings 1 through 6 above, public convenience and necessity will be served by a proposed use of the property for on-site sales of alcoholic beverages and live entertainment in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

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

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption and live entertainment at an existing restaurant (La Malquerida by

Dolche) located at 1524 McKinley Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-12 CUP CDP, dated 05/06/2025.

2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

Planning

8. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make

available a domestic violence training session as provided by the Institute of Public Strategies.

9. The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. and 10:00 p.m. daily.
10. Indoor live entertainment shall only be permitted between the hours of 10:00 a.m. to 11:30 p.m. daily.
11. Outdoor live entertainment shall only be permitted between the hours of 10:00 to 10:00 p.m. daily.
12. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by the Planning Manager or designee or other employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
13. Alcohol shall be available only in conjunction with the purchase of food.
14. The restaurant shall post signs in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages mut be consumed inside the restaurant or patio and may not be taken off-premises.
15. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
16. Live entertainment shall be conducted as an accessory use to the restaurant for the enjoyment of its customers. No advertisement promoting a particular performer or event shall be distributed outside the restaurant.
17. All entry and exit doors, including windows, shall remain closed during inside live entertainment activities.
18. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.
19. The occupancy of the building, inclusive of patrons, staff, and entertainers, shall not exceed the occupancy load determined by the Building Division.
20. Outdoor areas, including the front of the building, shall be well lit so as to provide safe pedestrian access and to eliminate dark areas.
21. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

22. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

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

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

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

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of July 21, 2025, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

RESOLUTION NO. 2025-07

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A COASTAL DEVELOPMENT PERMIT AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (LA MALQUERIDA BY DOLCHE) LOCATED AT 1524 MCKINLEY AVENUE IN THE COASTAL ZONE.
CASE FILE NO. 2025-12 CUP CDP
APN: 557-055-08

WHEREAS, the Planning Commission of the City of National City considered a Coastal Development Permit and Conditional Use Permit for on-site beer and wine sales and live entertainment at an existing restaurant (La Malquerida by Dolche) located at 1524 McKinley Avenue. At a duly advertised public hearing held on July 21, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-12 CUP CDP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on July 21, 2025, support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of on-site alcohol sales and live entertainment may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. The proposed use is not deemed essential to the public necessity, as there are already 17 other outlets in the same census tract that serve alcohol.

3. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for live entertainment and the on-site sale of alcoholic beverages pursuant to law.

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

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

CERTIFICATION:

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AYES:

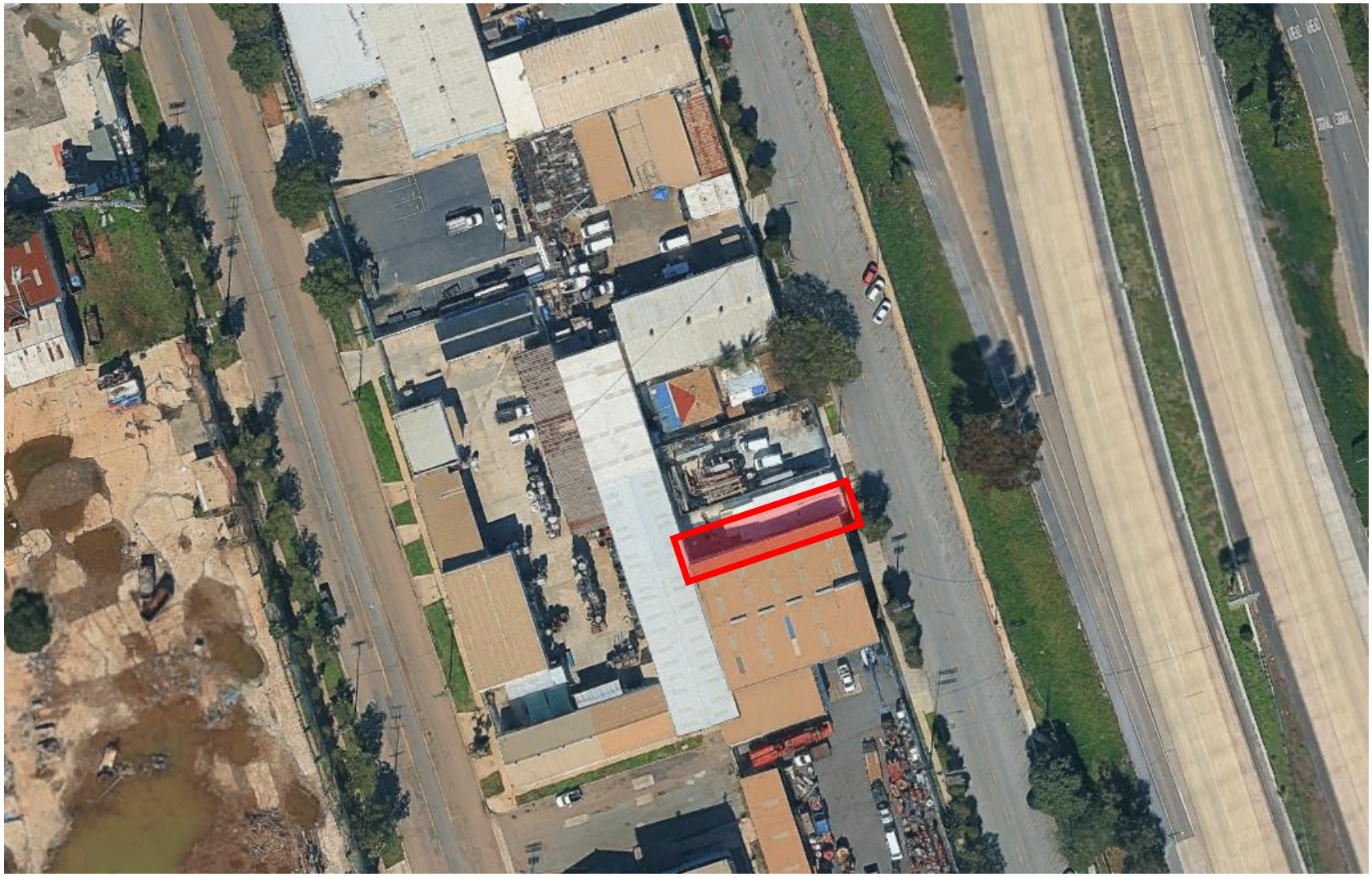
NAYS:

ABSENT:

ABSTAIN:

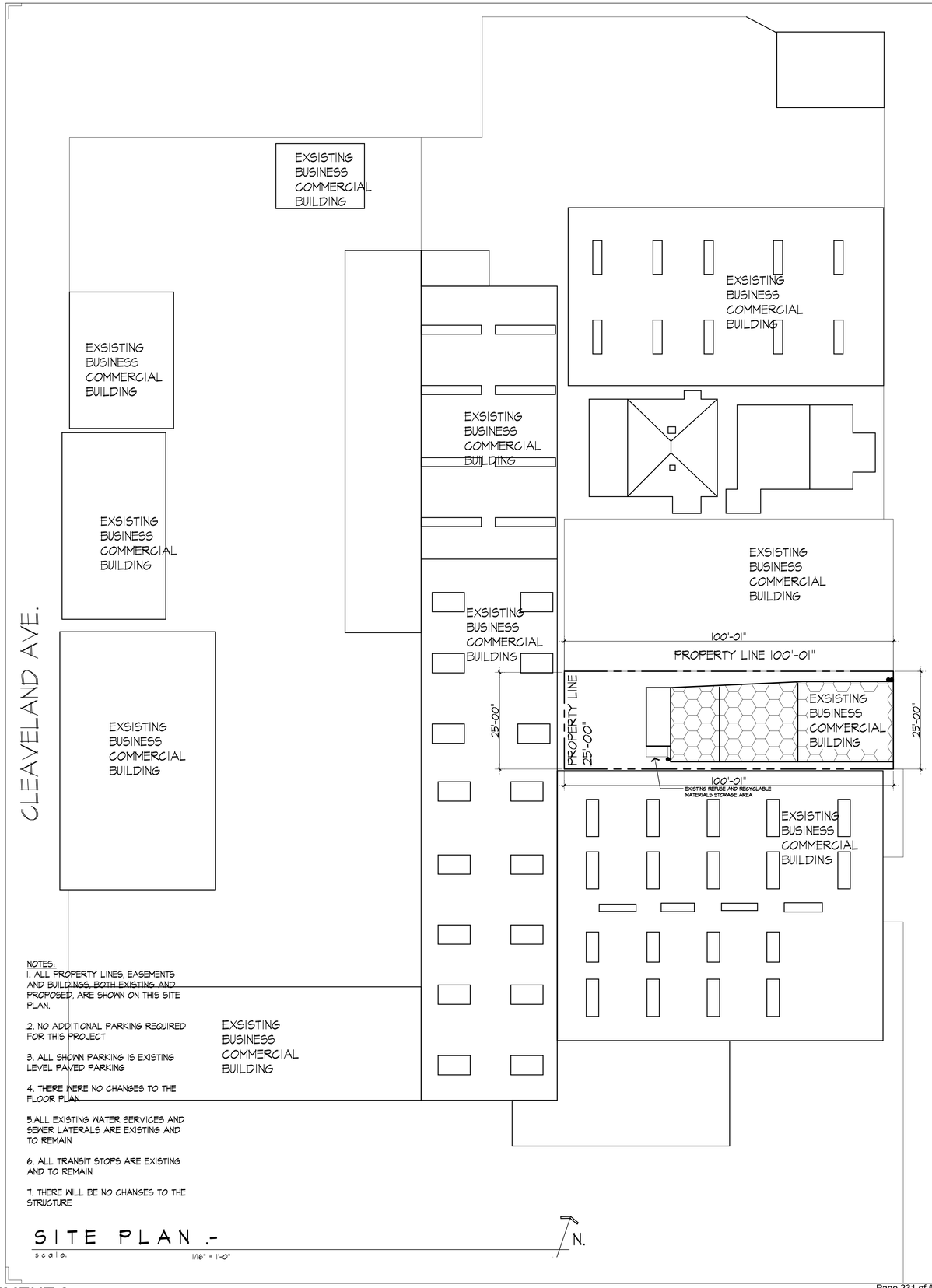
_____
CHAIRPERSON

**2025-12 CUP CDP** – 1524 McKinley Avenue – Overhead



N

ATTACHMENT 2




NOTES:
1. ALL PROPERTY LINES, EASEMENTS AND BUILDINGS, BOTH EXISTING AND PROPOSED, ARE SHOWN ON THIS SITE PLAN.

2. NO ADDITIONAL PARKING REQUIRED FOR THIS PROJECT

3. ALL SHOWN PARKING IS EXISTING LEVEL PAVED PARKING

4. THERE WERE NO CHANGES TO THE FLOOR PLAN

5.ALL EXISTING WATER SERVICES AND SEWER LATERALS ARE EXISTING AND TO REMAIN

6. ALL TRANSIT STOPS ARE EXISTING AND TO REMAIN

7. THERE WILL BE NO CHANGES TO THE STRUCTURE

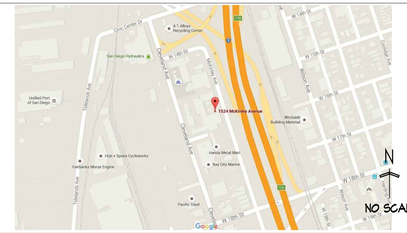
## SITE PLAN .-

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

MCKINLEY AVE.

HIGHWAY 5

## VICINITY MAP




## SCOPE OF WORK

CONDITIONAL USE PERMIT FOR LIVE ENTERTAINMENT FROM 8 AM TO 12 AM (MIDNIGHT) DAILY & A CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TYPE 41 OR 47 LICENSE

## DEVELOPMENT SUMMARY

ASSESSOR'S PARCEL NUMBER:
559-055-08-00

ADDRESS:
1524 MCKINLEY AVE
NATIONAL CITY CA 91950

LEGAL DESCRIPTION:
TR 348 BLK 241*LOT 17*

USE TYPE
RESTAURANT

ZONE:MH HIGH INDUSTRIAL

OCCUPANCY: B

BUILDING TYPE: VB

RESTAURANT AREA:
1,431 SQ. FT.

LOT AREA: 2505 SQFT

PROJECT NUMBER
TBD

PROPERTY OWNER:
BEAUTIFUL NATIONAL CITY LLC
PO BOX 181806
CORONADO CA 92178

APPLICANT:
DOLCHE CAFE AUTHENTIC LATIN FUSSION INC

CONTACT PERSON:
Marco Polo Cortes
MP FERMITS, INC.
640 West Beach Street, Ste. 3-B
San Diego, CA 92101
(619) 852-4640
marco@cortescommunication

## INDEX

T-01 TITLE SHEET
A1-01 FLOOR PLAN

## BUILDING CODE DATA

THIS PROJECT MUST COMPLY WITH:

2023 CALIFORNIA BUILDING CODE
2023 EDITION OF CALIFORNIA RESIDENTIAL CODE
2023 EDITION OF CALIFORNIA PLUMBING CODE
2023 EDITION OF CALIFORNIA ELECTRICAL CODE

## LEGEND

EXISTING WALL

(1-2) INDICATES DOOR PER SCHEDULE SHEET A3-01

(A) INDICATES WINDOW PER SCHEDULE SHEET A3-01

## CITY TITLE BLOCK

CITY OF SAN DIEGO

PERMIT NO.____

APPLICANT NAME: DOLCHE CAFE AUTHENTIC LATIN FUSSION INC
ASSESSOR PARCEL NO(S): 559-055-08-00

REQUEST: CONDITIONAL USE PERMIT
PC RESOLUTION No. _____
CC RESOLUTION No. _____
ORDINANCE No._____

APPROVED BY:
_____
DATE:_____

# LA MALQUERIDA

1524 McKinley Ave.
San Diego CA. 91950

PLAN FILE NUMBER_
A_____

DATE_
04.02.2025

JOB NUMBER_
005 _MCKINLEY DRAWN BY_

MARIMAR

REVISIONS_

SHEET NAME + No._
TITLE SHEET

T-01

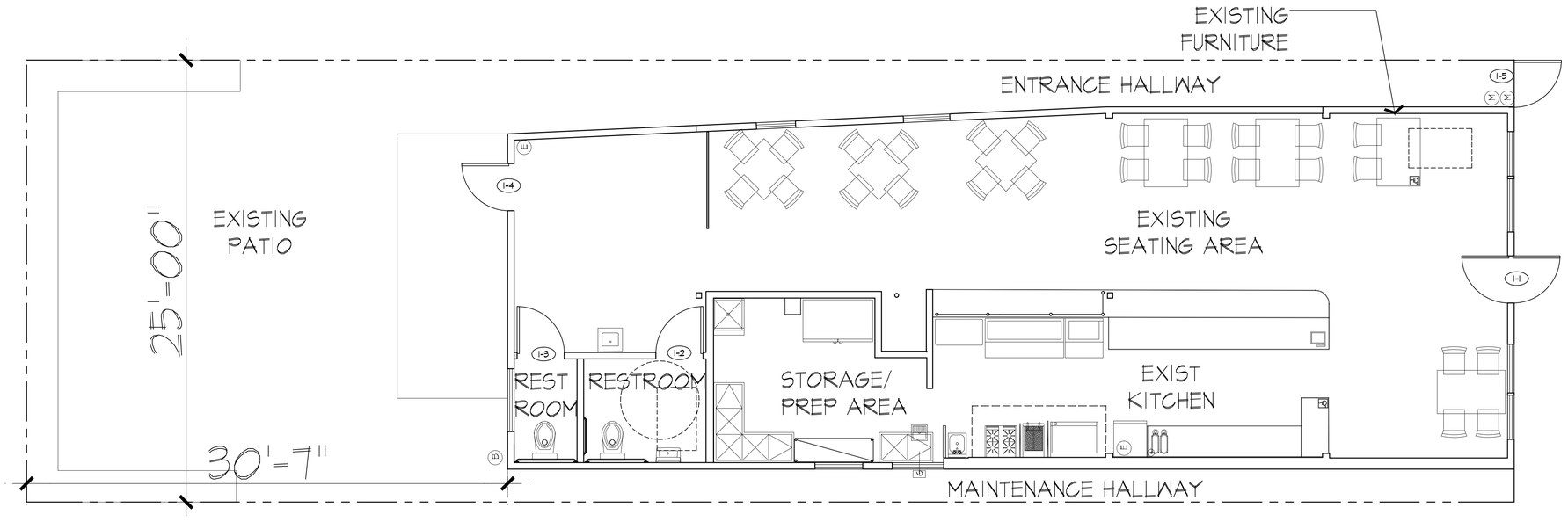
NOTES:
1. ALL PROPERTY LINES, EASEMENTS AND BUILDINGS, BOTH EXISTING AND PROPOSED, ARE SHOWN ON THIS SITE PLAN.

2. NO ADDITIONAL PARKING REQUIRED FOR THIS PROJECT

3. ALL SHOWN PARKING IS EXISTING LEVEL PAVED PARKING

4. THERE WERE NO CHANGES TO THE FLOOR PLAN

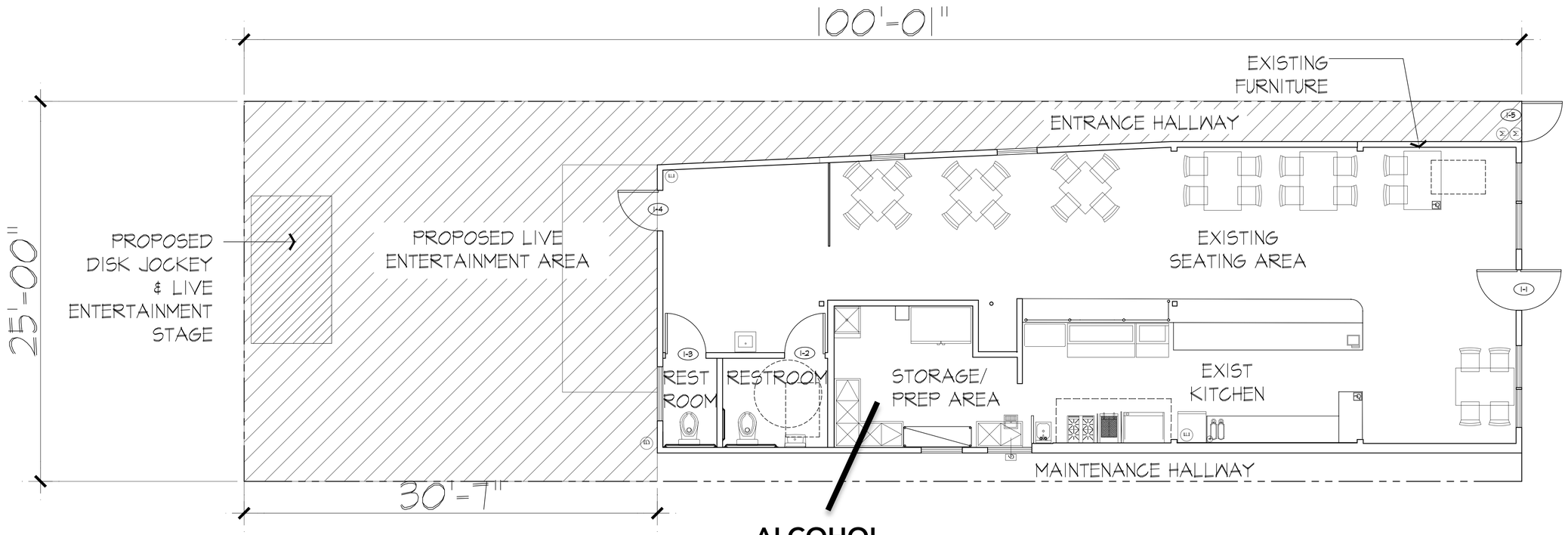
5.ALL EXISTING WATER SERVICES AND SEWER LATERALS ARE EXISTING AND TO BE REMIANED




EXISTING FLOOR PLAN .-

scale: 1/4" = 1'-0"

N.




PROPOSED FLOOR PLAN .-

scale: 1/4" = 1'-0"

N.

LA MALQUERIDA

1524 McKinley Ave.
San Diego CA. 91950

PLAN FILE NUMBER_
A_____

DATE_
04.02.2025

JOB NUMBER_
005 _MCKINLEY DRAWN BY_

MARIMAR

REVISIONS_

SHEET NAME + No._

FLOOR PLAN

A1-01

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) FOR A COASTAL DEVELOPMENT PERMIT AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER AND WINE FOR ON-SITE CONSUMPTION (ABC TYPE-41 LICENSE) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (LA MALQUERIDA BY DOLCHE) LOCATED AT 1524 MCKINLEY AVENUE IN THE COASTAL ZONE.

CASE FILE NO.: 2025-12 CUP CDP

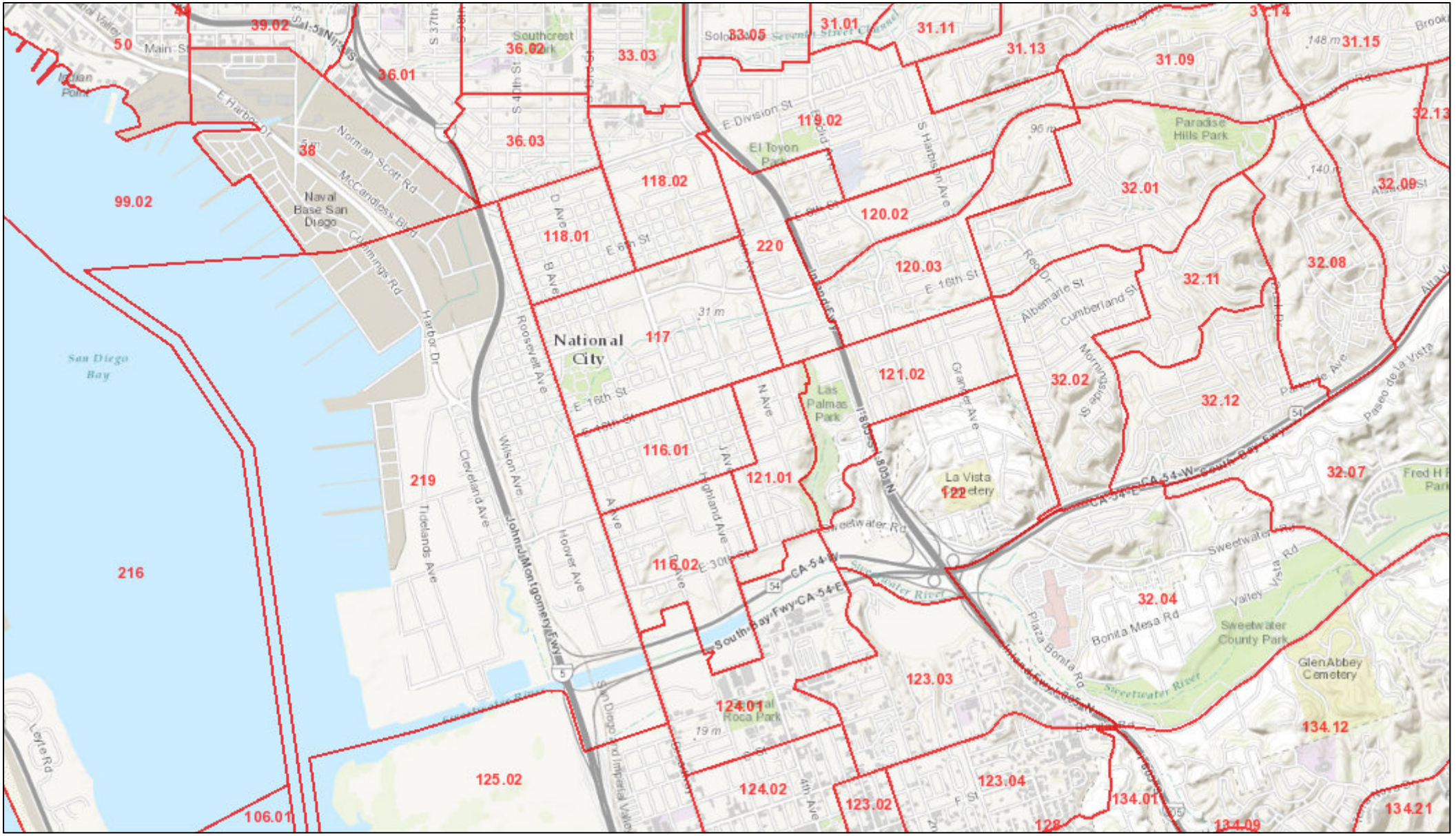
APN: 557-055-08

NOTICE IS HEREBY GIVEN that the National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **July 21, 2025**, in the City Council Chambers, located at the Civic Center, 1243 National City Boulevard, National City, California, on the following item:

The applicant (Applicant: Elena Gallardo) is proposing to sell on-site beer and wine (ABC Type 41) in conjunction with food sales at the existing restaurant (La Malquerida by Dolche). The restaurant is proposing alcohol sales from 8:00 a.m. to midnight daily. Additionally, the applicant is requesting live entertainment indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment orally at the hearing or in writing. Written comments should be received by the Planning Division on or before 2:00 p.m., **July 21, 2025** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

Under California Government Code section 65009, if you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.




August 25, 2014

CensusTracts 2010

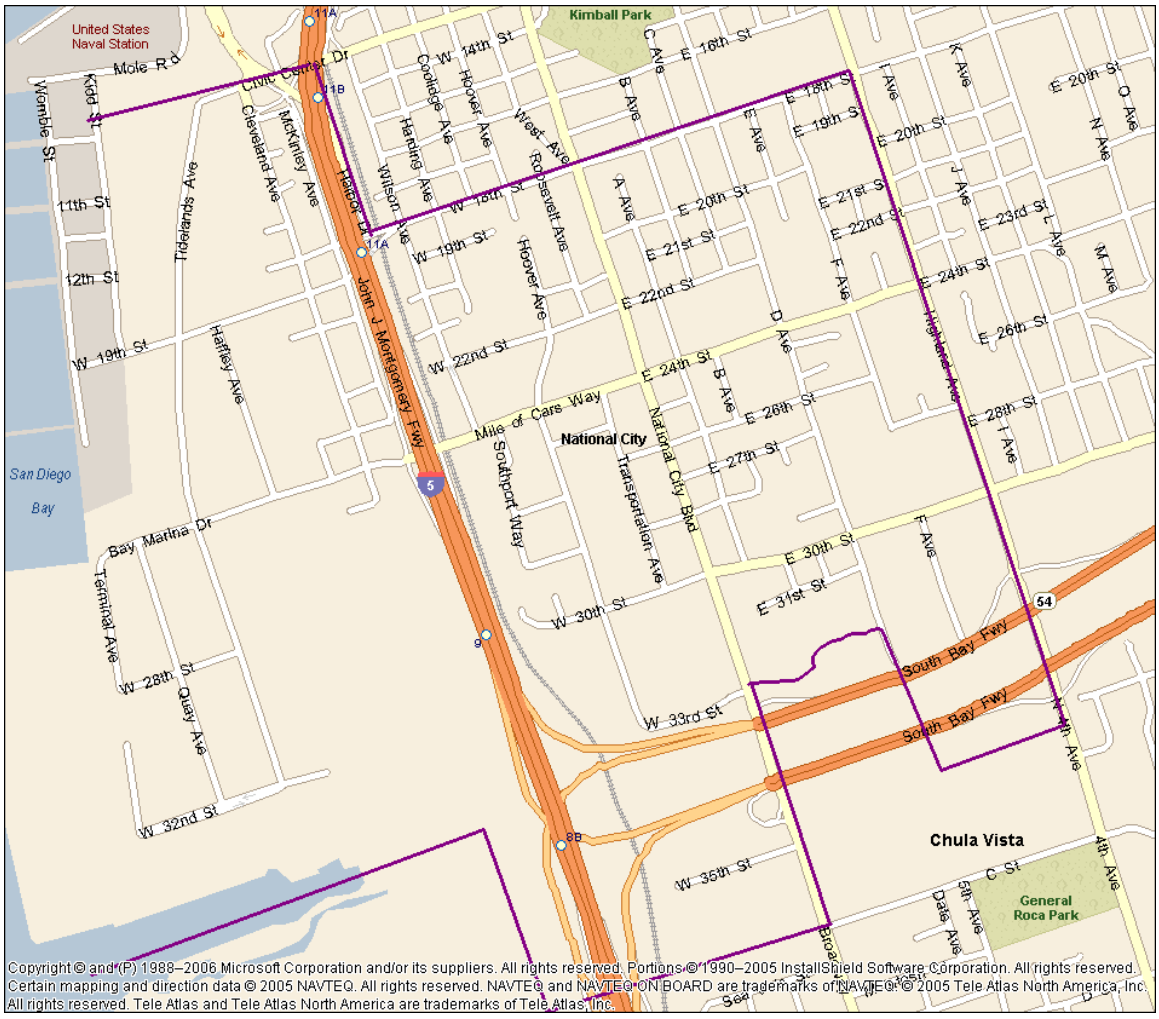
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0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 5




# City of National City
# Beat 24

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

# NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 04/17/25

BUSINESS NAME: La Malquerida By Dolche

ADDRESS: 1524 McKinley Avenue, National City, CA 91950

OWNER NAME: Elena Gallardo DOB: 10/17/80

OWNER ADDRESS: [redacted]

---

I. Type of Business
- ✔ Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- ✔ Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- ✔ Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- ✔ Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- Below (1 pt)
- Average (2 pts)
- ✔ Above (3 pts)

**Notes:**

Census Tract #219

There are (3) on sale licenses authorized in tract 219

There is (17) active on sale licenses in tract 219

There are (1) off sale licenses authorized in tract 219

There are (7) active off sale licenses in tract 219

VI. Calls for Service at Location (for previous 6 months)

- ✔ Below (1 pt)
  Average (2 pts)
  Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

  Mostly commercial businesses (1 pt)
- ✔ Some businesses, some residential (2 pts)
  Mostly residential (3 pts)

VIII. Owner(s) records check

- ✔ No criminal incidents (0 pts)
  Minor criminal incidents (2 pts)
  Multiple/Major criminal incidents (3 pts)

Low Risk ( 12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

**Total Points** 15

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

**Recommendation:**

This business assess at a medium risk and is deserving of such a rating.
This census tract is over populated with both on and off sales businesses.
This business is intermingled with residential and commercial properties. Late hour
music/live entertainment daily until 1130PM could cause a problem for residents in the area.
There is minimal lighting during hours of darkness at the business. The business should
better illuminate the front of business due to its late hours of operations for both patrons and the residents.
National City should consider better street lighting and a tree maintenance plan in the area.

Completed by: Camacho Badge ID: 449

# Environmental Scan
# Conditional Use Permit (CUP) for alcohol sales (Beer & Wine) and live entertainment at an existing restaurant

1524 McKinley Ave., National City, CA 91950
Conducted: April 22, 2025




Photo of the proposed location

An environmental scan was conducted at 1 p.m. on Tuesday, April 22, 2025, for alcohol sales (Beer & Wine) and live entertainment at an existing restaurant. The location is between Handy Metal Mart to the south and Walashek Industrial & Marine Inc. to the north. It is surrounded by numerous other similar commercial uses. The restaurant was closed at the time the environmental scan was conducted.

**Proposed hours**
**Live Entertainment**: 10 a.m. to 11:30 p.m. daily
**Alcohol Sales**: 8 a.m. to 12 a.m. daily

During a scan of the business and premises, the following was noted:

- A small residential structure was approximately 150 feet away.
- A Circle K service station was approximately 500 feet away.
- A multiple-story apartment complex, McKinley Apartments, approximately 1,000 feet away on McKinley Avenue, with graffiti on the fence between these two locations.

## Youth Sensitive Areas/Other Vulnerable Locations

Kimball Elementary School, approximately 1,500 feet away

## Churches

St. Anthony of Pardua, Missionary Church of God, and First Christian Spiritualist, (each approximately 1,500 feet away) are the closest ones to this location.

## Crime Rate

A request for crime-related information from personnel within the City of National City Police Department should determine whether existing violations against the property or applicant or incidents in the area have occurred that would discourage allowing live entertainment, extended hours and alcohol sales.

## Online Reviews

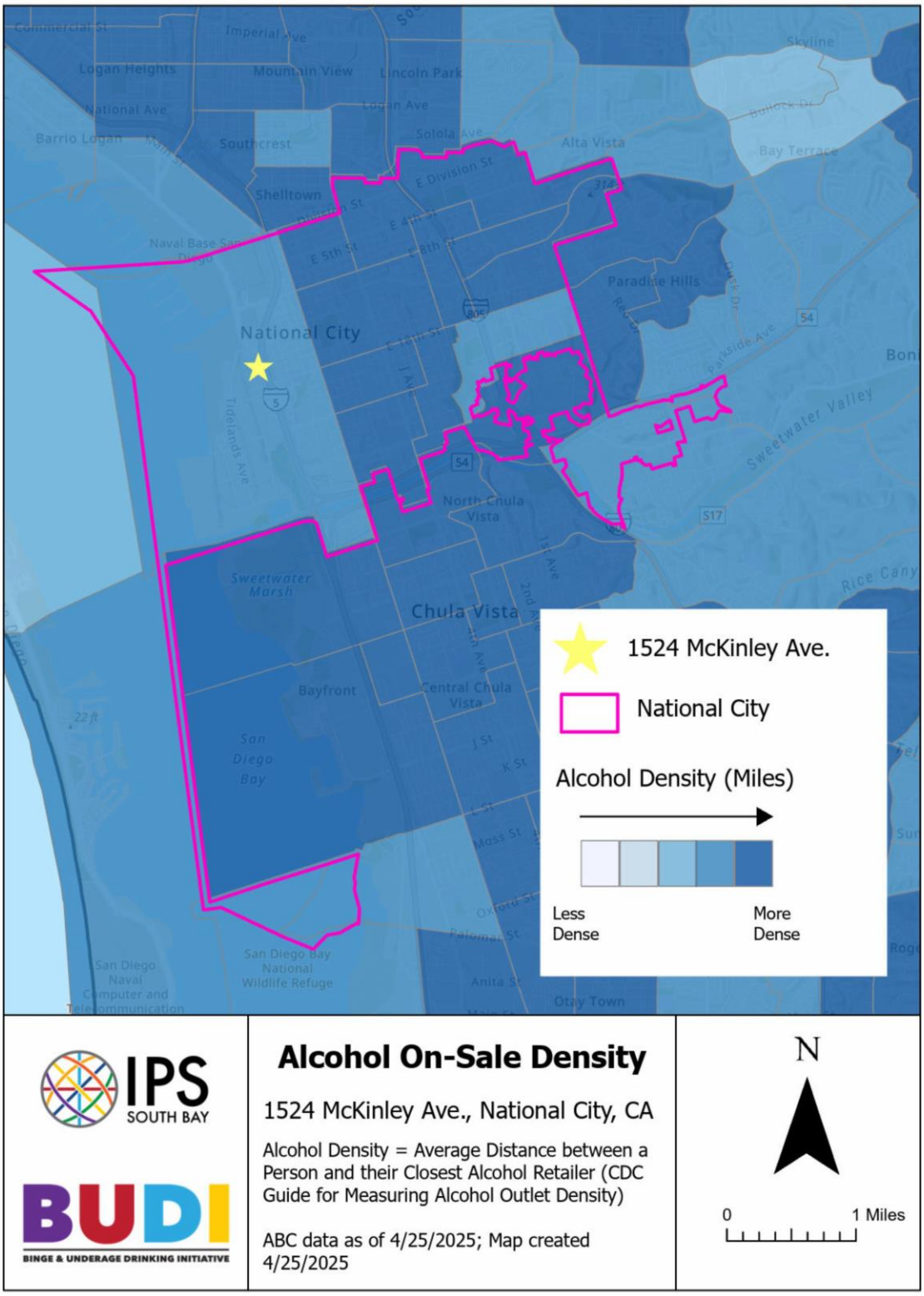
- Lack of parking and large crowds during breakfast hours when the restaurant is currently open (8 a.m. – 2 p.m.)

## Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer.

IPS has begun utilizing the following scale to more clearly define outlet density.
Least Dense (lightest color)
Somewhat Dense
Dense
Very Dense
Extremely Dense (darkest color)

The proposed location is defined as “Very Dense.”


1524 McKinley Ave.
National City
Alcohol Density (Miles)
Less Dense
More Dense
Alcohol On-Sale Density
1524 McKinley Ave., National City, CA
Alcohol Density = Average Distance between a Person and their Closest Alcohol Retailer (CDC Guide for Measuring Alcohol Outlet Density)
ABC data as of 4/25/2025; Map created 4/25/2025
N
0
1 Miles
IPS SOUTH BAY
BUDI
BINGE & UNDERAGE DRINKING INITIATIVE

## Considerations

The following are considerations:

1. Require that staff and management attend an in-person LEAD training or an in-person RBS training from an ABC-authorized training provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide breakfast, lunch and dinner through 12:00 am.
3. Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

April 30, 2025

Dear Resident / Business Owner:

You are cordially invited to attend a community meeting regarding a Conditional Use Permit (CUP) with the city of National City by Elena Gallardo *(Doing Business As – La Malquerida By Dolche*) for a California Department of Alcoholic Beverage Control (ABC) Type-41 license (beer and wine) to compliment their existing restaurant.

THURSDAY, MAY 8, 2025
6:00pm to 7:00pm
La Malquerida By Dolche
1524 McKinley Avenue
National City, CA 91950

The applicant will provide an overview of their request and have a question and answer session shortly thereafter.

If you have any questions please feel free to contact Marco Cortes at (619) 852-4690 (or at marco@cortescommunications.com).

640 WEST BEECH STREET, STE. 3-B
SAN DIEGO, CA 92101
619-852-4690

May 12, 2025

Sophia Depew
Planning Technician
Community Development Department
City of National City
1243 National City Boulevard
National City, CA 91950

**RE: ELENA GALLARDO (DBA – LA MALQUERIDA BY DOLCHE) REPORT FOR COMMUNITY MEETING;**

Ms. Depew:

On behalf of Elena Gallardo (DBA – La Malquerida By Dolche), I am submitting a summary of the Community Meeting that was held on Thursday, May 8, 2025 from 6:00pm to 7:00pm at La Malquerida By Dolche located at 1524 McKinley Avenue, National City, CA 91950.

The applicant and I were present and began the meeting at 6:00pm. Unfortunately, nobody attended the meeting and the meeting was adjourned at 7:00pm.

Thank you for your consideration, if I can be of further assistance please feel free to contact me directly at (619) 852-4690.

Kind regards,

*Marco Polo Cortes*

Marco Polo Cortés
President




# City of National City Planning Commission Meeting

## MEETING OF JULY 21, 2025

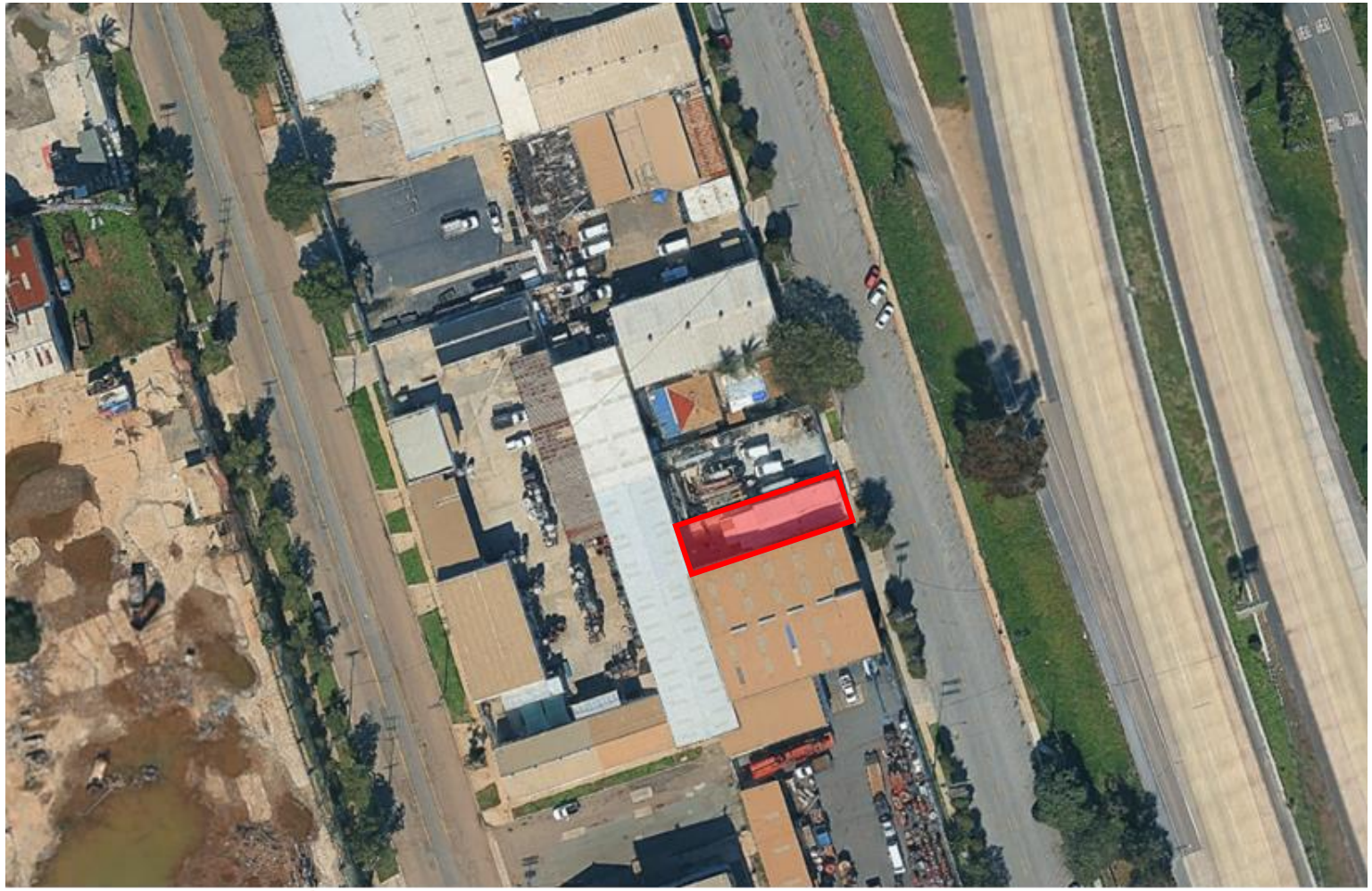


# Public Hearing

## COASTAL DEVELOPMENT PERMIT AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (LA MALQUERIDA BY DOLCHE) LOCATED AT 1524 MCKINLEY AVENUE.

## 2025-12 CUP CDP

# Overhead



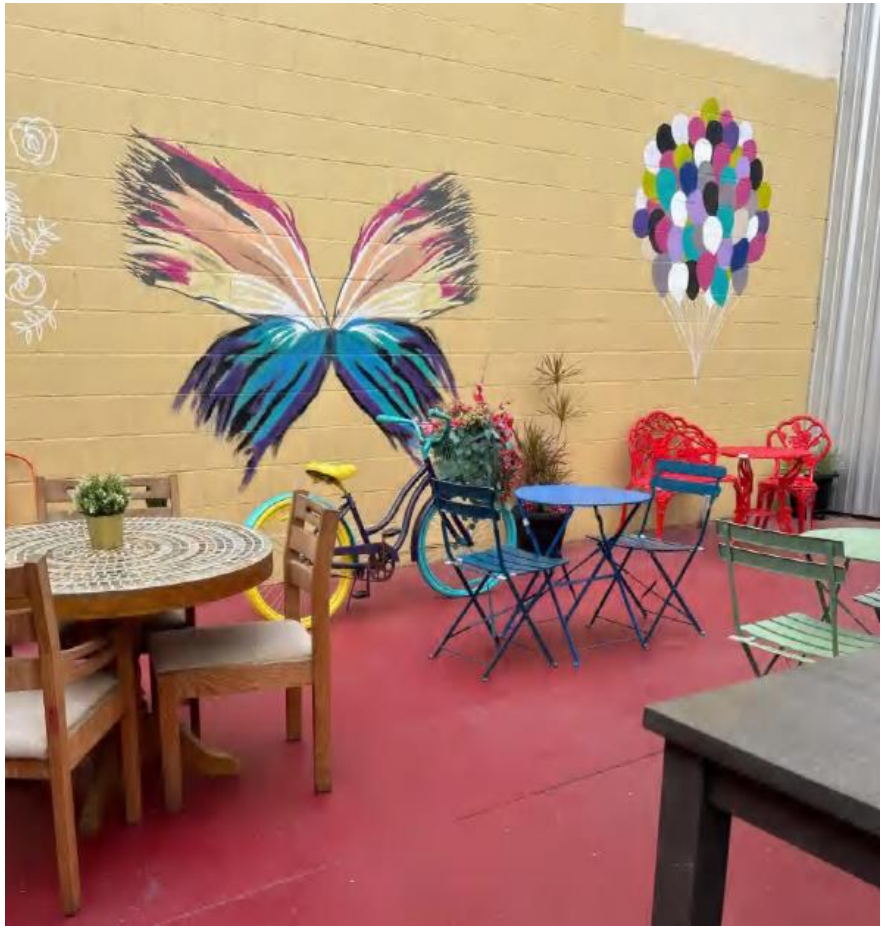
# Site Characteristics

- La Malquerida by Dolche
  - Existing 1,400 square foot restaurant with 700 square foot outdoor patio
  - Previous Alcohol and Live Entertainment CUP in 2018 (Westside Story)
    - 10:00 a.m. to 10:00 p.m. daily
    - Discontinued
- Located on the north end of McKinley Avenue near West 14th Street
- Medium Manufacturing in the Coastal Zone
- Surrounded by industrial uses
  - Properties directly abutting the restaurant are industrial
  - One residential property located to the north

# Front View



# Back Patio

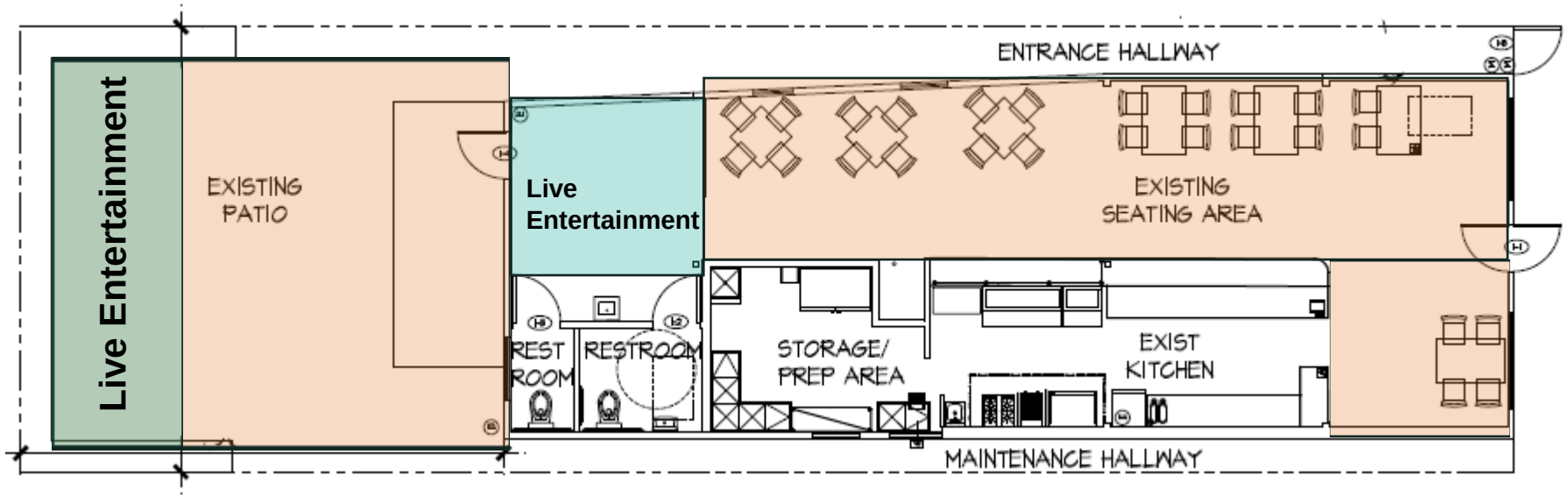




# Proposal

- The business is proposing beer and wine sales (ABC Type-41) and live entertainment at the restaurant
- Proposed hours for alcohol sales are from 8:00 a.m. to midnight daily
- Proposed hours for live entertainment (DJs, Bands, Mariachi, Trio)
  - Indoor: 8:00 a.m. to 11:30 p.m. daily
  - Outdoor: 8:00 a.m. to 10:00 p.m. daily
- Floor plan indicates the dining area and proposed live entertainment
  - 40 seats available in the dining area

# Floor Plan


Live Entertainment
EXISTING PATIO
Live Entertainment
ENTRANCE HALLWAY
EXISTING SEATING AREA
REST ROOM
RESTROOM
STORAGE/ PREP AREA
EXIST KITCHEN
MAINTENANCE HALLWAY

# Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for on-site consumption and live entertainment with approved CUP
- Additional requirements for alcohol CUPs:
  - Mailing – owners/occupants within 660 ft. (55)
  - Community meeting – Held May 8th, 2025 – No attendees
- Census Tract 219– 17 on-sale license where two are recommended
  - Considered overconcentrated
  - 219 west of National City Boulevard between Division Street and south City boundary
- Distance requirements – Not applicable for restaurants with 30% of their floor area dedicated to seating
  - La Malquerida has 50% of their floor area dedicated to seating
  - Not located within 660 feet of a public school
- Adhere to City Council Policy 707
  - Standard conditions

# Staff Analysis – Hours of Operation

- Proposed Hours
  - Alcohol
    - 8:00 a.m. to 12:00 a.m. (midnight) daily.
  - Live Entertainment
    - Indoor: 8:00 a.m. to 11:30 p.m. daily
    - Outdoor: 8:00 a.m. to 10:00 p.m. daily
- Previous approval
  - Alcohol and live entertainment
    - 10:00 a.m. to 10:00 p.m. daily
- Staff Recommendation
  - Live Entertainment
    - Indoor: 10:00 a.m. to 11:30 p.m. daily
    - Outdoor: 10:00 a.m. to 10:00 p.m. daily

# Staff Analysis – Hours of Operation

- Recent Approvals

| Business | Alcohol | Live entertainment | Approved |
|---|---|---|---|
| Mariscos El Tiburon | 9am-10pm Sun-Thurs<br>9am-11pm Fri-Sat | 4pm-10pm Fri & Sat<br>4pm-11pm Sun | 2024 |
| Mariscos La Capital | 8am-11:30pm daily | N/A | 2024 |
| Friends of Friends | 6am-1am daily | 12pm-10pm Sun-Thurs<br>12pm-11:30pm Fri-Sat | 2023 |
| Market on 8th | 6am-1am daily | Outdoor: 3pm-8pm Mon-Thurs<br>12pm-9pm Fri-Sun | 2022 |

# Comments:

Police Department (PD)

- Risk Assessment – 15 points
  - Medium Risk – 13 to 18 points
  - Assigns points based on type of business, license concentration, calls for service, etc.
  - Comment related to exterior lighting

Institute for Public Strategies (IPS)

- Require in-person Responsible Beverage Sales and Service (RBSS) training for all staff
- Require that the restaurant provide breakfast, lunch, and dinner through 12:00 am daily.
- Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

# Conditions

- Standard Conditions of Approval
- Conditions specific to on-site alcohol sales per Council Policy 707
  - Hours of operation
  - Responsible Beverage Service and Sales (RBSS)
  - Alcohol sales remain accessory to the restaurant
- Application-specific conditions
  - Live entertainment
    - Doors and windows to remain closed
    - No advertised events
    - Hours of live entertainment
    - Title 12 (Noise)
  - PD Comment
    - Exterior lighting

# Coastal Zone

- The restaurant is located within the Coastal Zone
  - Typically area west of Interstate 5
- The zoning map indicates the lot as Medium Industrial (IM)
  - Land Use Code Update (2011) is not yet active in the Coastal Zone
  - Previous zoning (MM) would apply
- Discretionary projects in the Coastal Zone require a Coastal Development Permit (CDP)
  - Additional finding related to consistency with the Local Coastal Plan
    - Included in the attached Resolution



CALIFORNIA NATIONAL CITY 1887 INCORPORATED

# Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for on-site consumption and live entertainment are a conditionally-allowed uses in MM-CZ zone
  - Alcohol sales and live entertainment would be accessory to the business in an industrial area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing concerns related to live entertainment

# Options

- Find project exempt from CEQA & approve 2025-12 CUP CDP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2025-12 CUP CDP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

# Next Regularly-Scheduled Meeting

AUGUST 4, 2025

# AGENDA REPORT

**Department:** **Planning**
**Prepared by:** **Sophia Depew, Assistant Planner**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for On-Site Beer and Wine Sales and Live Entertainment at an Existing Restaurant (Sushi N' Gone) Located at 1539 E 8th Street.

**RECOMMENDATION:**
Staff Recommends Approval of the Request for On-Site Beer and Wine Sales and Live Entertainment, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2025-06, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol and Live Entertainment are Conditionally-Allowed Uses in the Major Mixed-Use Corridor Zone and Would be Accessory to Food Sales at the Restaurant.

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
On July 21, 2025, the Planning Commission recommended approval of the CUP by a unanimous vote of those present. The motion recommended approval of the item with modified conditions of approval related to hours of operation:

The sale of alcoholic beverages shall only be permitted between the hours of 10:00 a.m. to 10:00 p.m. Monday through Friday and 8:00 a.m. to 11:00 p.m. Saturday through Sunday.

Ayes: Armenta, Castle, Miller, Sanchez, Quinones Absent: Valenzuela

**EXPLANATION:**
The operator of Sushi N' Gone restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant initially proposed alcohol sales from 8:00 a.m. to midnight daily. The applicant also requested live entertainment from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday.

The Planning Commission conducted a public hearing on July 21, 2025 and voted to recommend approval of the request, with hours modified as stated above, based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**
An application fee of $3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**
Balanced Budget and Economic Development

**ENVIRONMENTAL REVIEW:**
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

**PUBLIC NOTIFICATION:**
The Agenda Report was posted 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 – Planning Commission Staff Report with attachments
Exhibit B – 7/21/2025 Planning Commission PowerPoint slides

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

# PLANNING COMMISSION STAFF REPORT

| | |
|---|---|
| Title: | PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (SUSHI N' GONE) LOCATED AT 1539 EAST 8TH STREET. |
| Case File No.: | 2025-11 CUP |
| Location: | Northwest Corner of East 8th Street and Palm Avenue |
| Assessor's Parcel Nos.: | 557-102-19 |
| Staff report by: | Sophia Depew, Assistant Planner |
| Applicant: | Sushi N Gone Inc. |
| Zoning designation: | Major Mixed-Use Corridor (MXC-2) |
| Adjacent use and zoning: | |
| North: | Office and Residential / MXC-2 and RS-2 (Small Lot Residential) |
| East: | Gas station across Palm Avenue / MXC-2 |
| South: | Vacant property across East 8th Street / MXC-2 |
| West: | Commercial use / MXC-2 |
| Environmental review: | Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) |
| Staff recommendation: | Approve |

Staff Recommendation

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

Executive Summary

The operator of Sushi N' Gone restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant is proposing alcohol sales from 8:00 a.m. to midnight daily. The applicant is also requesting live entertainment from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday.

Site Characteristics

Sushi N' Gone is a 2,445 square-foot restaurant located on the northwest corner of East 8th Street and Palm Avenue within the Major Mixed-Use Corridor (MXC-2) zone. The restaurant is the only structure on the 12,150 square foot corner lot. Surrounding the restaurant is a mix of commercial and residential uses. The properties directly abutting the restaurant are commercial offices and retail suites. The closest residences are located northwest of the property but are separated by a substantial grade change.

The restaurant dining area is located on the south side of restaurant, closest to East 8$^{th}$ Street, while the kitchen and restrooms are located on the north side of the building, closest to the neighboring homes. The dining area has 52 seats and a small area dedicated for live entertainment on the southwest corner of the building, closest to the street. Additionally, there are no windows or doors near the proposed live entertainment area.

Proposed Use

The applicant is proposing beer and wine sales (ABC Type-41) and live entertainment at the restaurant. Proposed hours for alcohol sales are from 8:00 a.m. to midnight daily. Proposed hours for live entertainment are from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday.

## Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales and live entertainment with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation

Sushi N' Gone is proposing to sell beer and wine from 8:00 a.m. to midnight daily. They are also proposing live entertainment (DJs, bands, guitarist, etc.) from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday.

The site, previously known as KeBURROS, had an approved CUP in 2021 to sell beer and wine from 7:00 a.m. to 12:00 a.m. daily. While the use was discontinued, the previously approved hours exceed the hours proposed by the current business. However, the previous CUP did not include live entertainment.

Restaurants with on-site alcohol sales and live entertainment have been approved with varying hours throughout the city. Most recently, Mariscos El Tiburon (543 Highland Avenue) was approved for alcohol sales from 9:00 a.m. to 10:00 p.m. Sunday through Thursday and 9:00 a.m. to 11:00 p.m. Friday & Saturday and live entertainment from 4:00 p.m. to 10:00 p.m. Friday & Saturday and 4:00 p.m. to 9:00 p.m. Sunday. This business was located in closer proximity to residential units than subject restaurant, Sushi N' Gone.

In 2024, Mariscos La Capital was approved for alcohol sales from 8:00 a.m. to 11:30 p.m. daily, although the restaurant did not include live entertainment. In 2023, Friends of Friends (127 E 8th St,) was approved for on-site alcohol sales from 6:00 a.m. to 1:00 a.m. and live entertainment from 12:00 p.m. to 10:00 p.m. Sunday to Thursday and 12:00 p.m. to 11:30 p.m. Friday and Saturday. Similarly, in 2022, Market on 8$^{th}$ was approved for on-site alcohol sales until 1:00 a.m. daily and live entertainment until 11:30 p.m. on weekends.

Based on the recently approved hours for restaurants with alcohol sales and live entertainment and the location of the restaurant, staff is amenable to the hours proposed by the applicant. Proposed hours for alcohol sales are from 8:00 a.m. to midnight daily. Proposed hours for live entertainment are from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday. These hours are consistent with previous approvals. It should

be noted that a Type 41 ABC license (On Sale Beer & Wine – Eating Place) requires that alcohol sales not exceed food sales. In addition, City Council 707 requires that alcohol must be purchased with food.

Concerns related to live entertainment usually involve noise impacts to surrounding non-commercial uses. While the subject property is separated by a grade change to the residential properties, conditions are included to address noise. Conditions include requiring doors and windows to remain closed during inside live entertainment activities, as well as compliance with the limitations contained in Title 12 (Noise) of the Municipal Code.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 341 occupants and owners. No public comment has been received as of the writing this report.

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Wednesday, May 7th, 2025 at 6:00 p.m. at the subject restaurant. The meeting advertisement is attached (Attachment 8); No community members attended the meeting.

Distance Requirements - Chapter 18.030.050 (D) of the National City Zoning Code requires a 660-foot distance from any public school; there are no schools within 660 feet of the site. In addition, restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The property in question has approximately 50% of its floor area devoted to seating.

Alcohol Sales Concentration/Location
According to the California Department of Alcoholic Beverage Control (ABC), there are two on-site licenses in census tract 118.02, where a maximum of nine are recommended. Therefore, the census tract is not considered to be over concentrated by ABC with regard to on-site alcohol sales outlets. Even with the addition of another license, the tract is well below the recommended number. Census Tract 118.02 is the area from East 8th Street north to the City boundary and from Highland Avenue east to Palm Avenue.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 12 points, which places it in the Low Risk category (Low Risk is considered 12 points or less). The Risk Assessment is included as Attachment 6.

Institute for Public Strategies

Comments were received from IPS with the following considerations:

1. Require that staff and management attend an in-person LEAD training or an in-person Responsible Beverage Sales and Service training from an ABC-authorized provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide lunch and dinner through 12:00 a.m. daily.
3. Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Attachment 7. Conditions of approval are included that restrict the hours of alcohol sales and live entertainment.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales and live entertainment are allowable within Major Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales and live entertainment, as discussed in the staff report. The use is incidental to the existing restaurant use in a mixed-use area.

2. General Plan Consistency: Alcohol sales and live entertainment are permitted uses, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant with alcohol sales and live entertainment is consistent with the Major Mixed-Use Corridor zone land use designation and the Community Character element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously

analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of food service.

4. No Nuisance: The proposed use will be subject to conditions that limits the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb nearby residential uses.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in Major Mixed-Use Corridor zone.

6. Public Convenience and Necessity: The restaurant, a permitted use in the Major Mixed-Use Corridor zone, will benefit from the sale of alcohol and live entertainment by providing for a wider diversity of businesses that add character to the area.

Findings for Denial

The following are findings for denial:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of on-site alcohol sales and live entertainment may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.
2. The proposed use is not deemed essential to the public necessity, as there are already two restaurants in the same census tract that serve alcohol.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for live entertainment and the on-site sale of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.). Conditions related to live entertainment have also been included.

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption and live entertainment being conditionally-allowed uses in Major Mixed-Use Corridor zone; alcohol sales and live entertainment will be accessory to the existing restaurant use in an established commercial area; beer and wine will only be available with the sale of food; the census tract in which the restaurant is located is not considered over-concentrated with regard to on-sale alcohol licenses; and the Police Department has classified the establishment as Low Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2025-11 CUP, subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2025-11 CUP based on the attached findings or findings to be determined by the Planning Commission; or,

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

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2025-11 CUP, dated 05/06/2025)

4. Public Hearing Notice (Sent to 341 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. Institute for Public Strategies Comments
8. Community Meeting Information

RESOLUTION NO. 2025-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (SUSHI N' GONE) LOCATED AT 1539 EAST 8TH STREET.
CASE FILE NO. 2025-11 CUP
APN: 557-102-19

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for on-site beer and wine sales and live entertainment at an existing restaurant (Sushi N' Gone) located at 1539 E 8th Street. At a duly advertised public hearing held on July 21, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-11 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on July 21, 2025, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because alcohol sales and live entertainment are allowable within the Major Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales and live entertainment, as discussed in the staff report. It is incidental to the existing restaurant use in a mixed-use area.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales and live entertainment, subject to a CUP, which is consistent with the General Plan. In addition, a restaurant with alcohol sales and live entertainment is consistent with the Major

Mixed-Use Corridor zone land use designation contained in the Land Use Code and General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed uses would be incidental to the primary use of food service.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in the Major Mixed-Use Corridor zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in the Major Mixed-Use Corridor zone, will benefit from the sale of alcohol and live entertainment by providing for a wider diversity of businesses that add charm to the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for live entertainment and the on-site sales of alcoholic beverages in accordance with applicable law and the

recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

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

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption and live entertainment at an existing restaurant (Sushi N' Gone) located at 1539 E 8th Street. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-11 CUP, dated 05/06/2025.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be

made payable to the County Clerk and submitted to the National City Planning Department.

Planning

8. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcoholic beverages shall only be permitted between the hours of 10:00 a.m. to 10:00 p.m. Monday through Friday and 8:00 a.m. to 11:00 p.m. Saturday through Sunday.
10. Live entertainment shall only be permitted between the hours of 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday.
11. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by the Planning Manager or designee or other employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
12. Alcohol shall be available only in conjunction with the purchase of food.
13. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
14. Live entertainment shall be conducted as an accessory use to the restaurant for the enjoyment of its customers. No advertisement promoting a particular performer or event shall be distributed outside the restaurant.
15. All entry and exit doors, including windows, shall remain closed during inside live entertainment activities.
16. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.
17. The occupancy of the building, inclusive of patrons, staff, and entertainers, shall not exceed the occupancy load determined by the Building Division.

18. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

19. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

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

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

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

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of July 21, 2025, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

RESOLUTION NO. 2025-06

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (SUSHI N' GONE) LOCATED AT 1539 EAST 8TH STREET.
CASE FILE NO. 2025-11 CUP
APN: 557-102-19

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for on-site beer and wine sales and live entertainment at an existing restaurant (Sushi N' Gone) located at 1539 E 8th Street. At a duly advertised public hearing held on July 21, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-11 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on July 21, 2025, support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of on-site alcohol sales and live entertainment may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. The proposed use is not deemed essential to the public necessity, as there are already two restaurants in the same census tract that serve alcohol.

3. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for live entertainment and the on-site sale of alcoholic beverages pursuant to law.

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

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

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of July 21, 2025, by the following vote:

AYES:

NAYS:

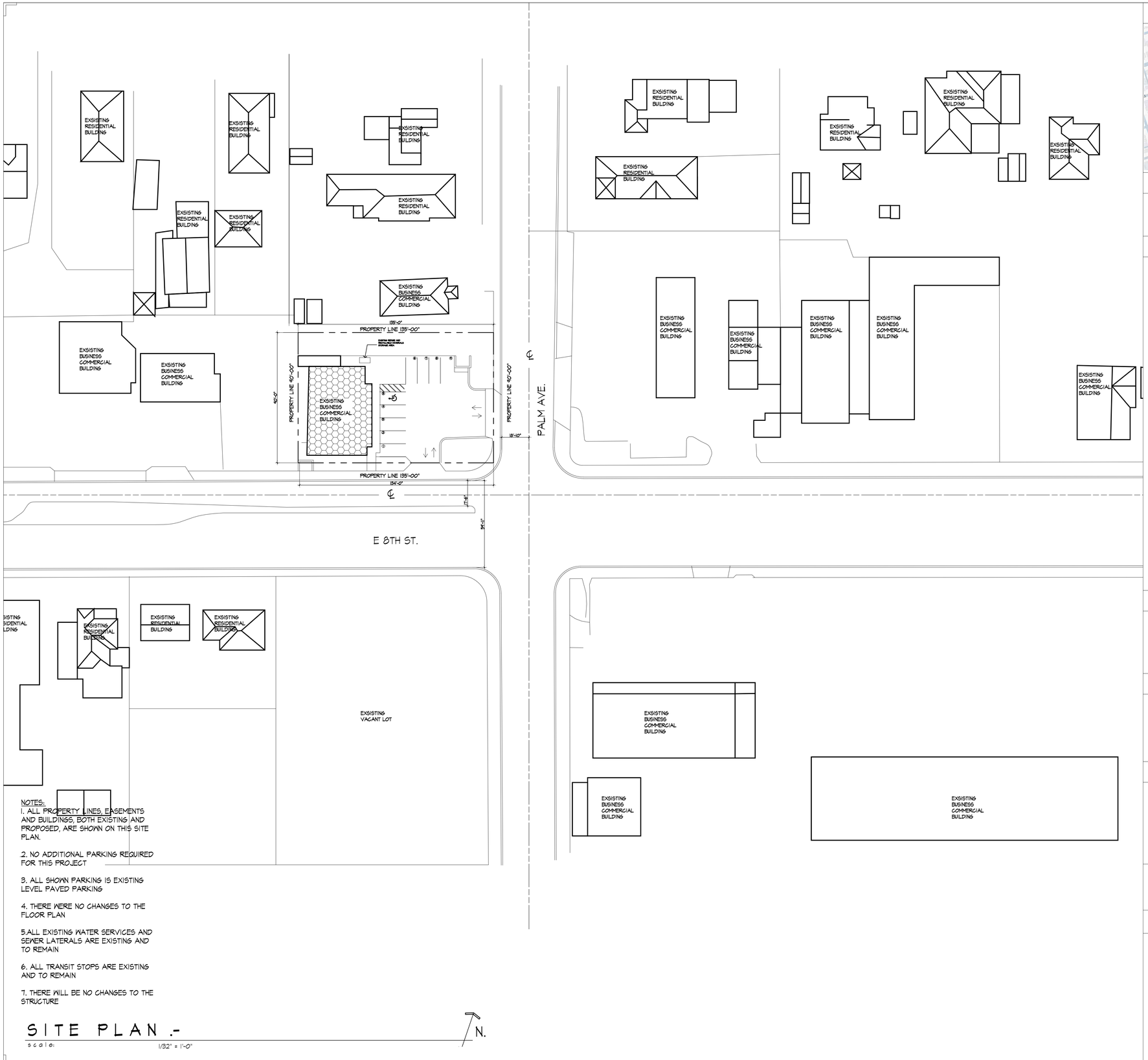
ABSENT:

ABSTAIN:

_____
CHAIRPERSON

**2025-11 CUP** – 1539 E 8th Street – Overhead



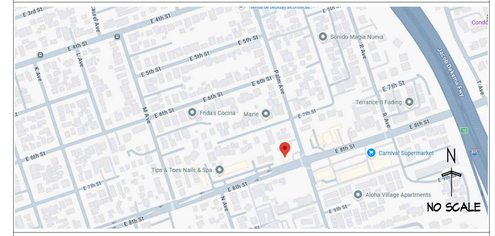



SITE PLAN .-

scale: 1/32" = 1'-0"

N.

## VICINITY MAP




## SCOPE OF WORK

CONDITIONAL USE PERMIT FOR A CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TYPE 41 LICENSE

## DEVELOPMENT SUMMARY

ASSESSOR'S PARCEL NUMBER:
557-102-19-00

ADDRESS:
1539 E 8TH STREET,
NATINAL CITY CA CA 91950

LEGAL DESCRIPTION:
TR 166 QSEC 131*LOT 2*FOR OF

USE TYPE
RESTAURANT

ZONE:MXC-2

RESTAURANT AREA:
2,445 SQ. FT.

LOT AREA: 12,153 SQFT

PROJECT NUMBER
TBD

PROPERTY OWNER:

888 W E ST #3702
SAN DIEGO CA 92101

APPLICANT:
SUSHI N' GONE INC

CONTACT PERSON:
Marco Polo Cortes
MP PERMITS, INC.
640 West Beach Street, Ste. 3-B
San Diego, CA 92101
(619) 852-4640
marco@cortescommunication

## INDEX

T-01 TITLE SHEET
A1-01 FLOOR PLAN
A3-01 WINDOW AND DOOR SCHEDULE

## BUILDING CODE DATA

THIS PROJECT MUST COMPLY WITH:

2023 CALIFORNIA BUILDING CODE
2023 EDITION OF CALIFORNIA RESIDENTIAL CODE
2023 EDITION OF CALIFORNIA PLUMBING CODE
2023 EDITION OF CALIFORNIA ELECTRICAL CODE

## LEGEND

EXISTING WALL

(1-2) INDICATES DOOR PER SCHEDULE SHEET A3-01

(A) INDICATES WINDOW PER SCHEDULE SHEET A3-01

## CITY TITLE BLOCK

CITY OF SAN DIEGO

PERMIT NO.____

APPLICANT NAME: SUSHI N' GONE INC
ASSESSOR PARCEL NO(S): 557-102-19-00

REQUEST: CONDITIONAL USE PERMIT
PC RESOLUTION No. _____
CC RESOLUTION No. _____
ORDINANCE No._____

APPROVED BY:
_____
DATE:_____

# 1539 E 8TH ST

1539 E 8TH ST
NATIONAL CITY, CA. 91950

PROJECT NUMBER
TBD

PLAN FILE NUMBER_
A_____

DATE_
03.19.2025

JOB NUMBER_

DRAWN BY_
MARIMAR

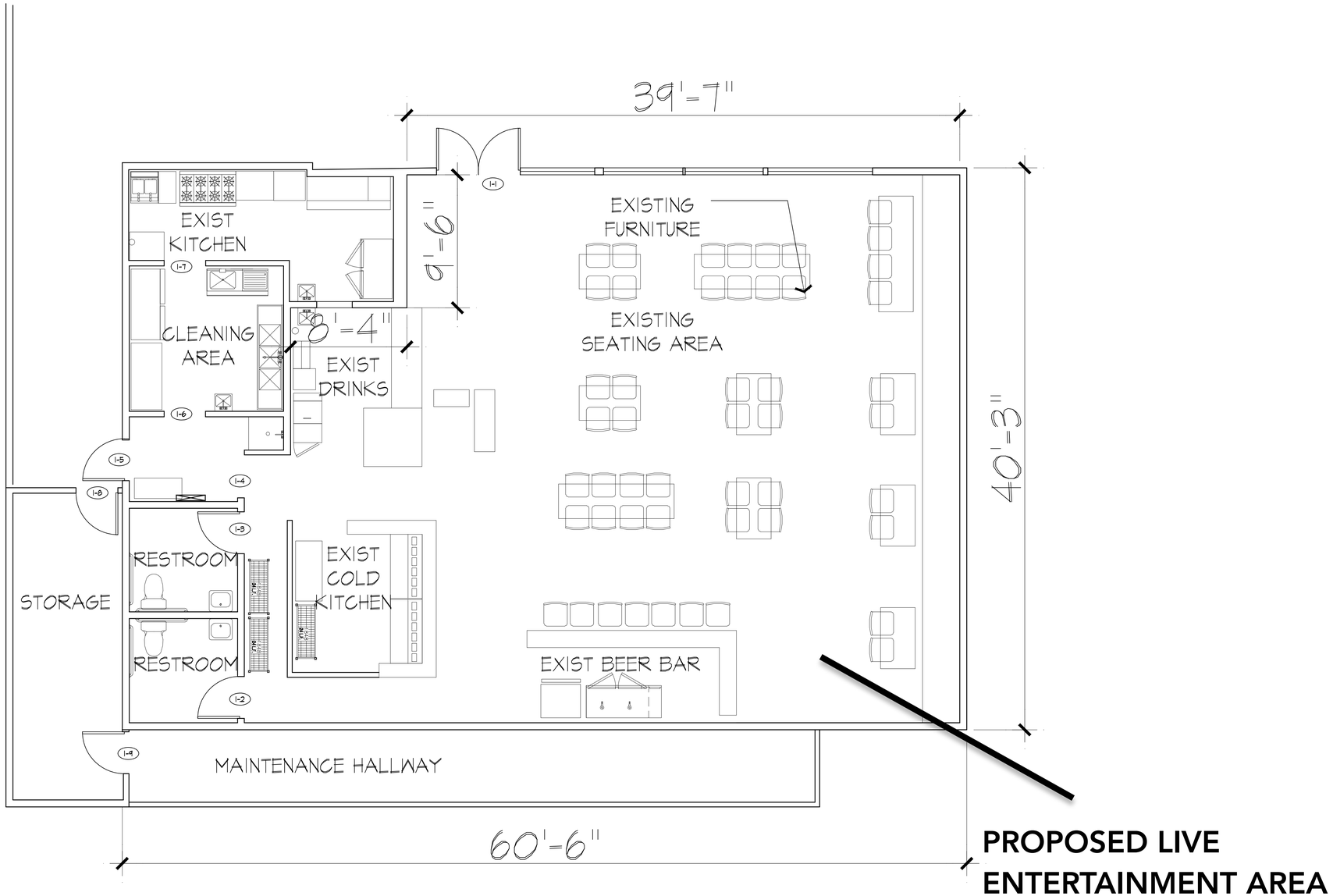
REVISIONS_

SHEET NAME + No._
TITLE SHEET

T-01

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF MPPERMITS, INC. AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MP PERMITS, INC.

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF MPPERMITS, INC. AND WHERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MP PERMITS, INC.




NOTES:
1. ALL PROPERTY LINES, EASEMENTS AND BUILDINGS, BOTH EXISTING AND PROPOSED, ARE SHOWN ON THIS SITE PLAN.

2. NO ADDITIONAL PARKING REQUIRED FOR THIS PROJECT

3. ALL SHOWN PARKING IS EXISTING LEVEL PAVED PARKING

4. THERE WERE NO CHANGES TO THE FLOOR PLAN

5.ALL EXISTING WATER SERVICES AND SEWER LATERALS ARE EXISTING AND TO BE REMIANED

EXISTING FLOOR PLAN .-

scale: 1/4" = 1'-0"

N.

1539 E 8TH ST
1539 E 8TH ST
NATIONAL CITY, CA. 91950

PROJECT NUMBER
TBD

PLAN FILE NUMBER_
A_____

DATE_
03.19.2025

JOB NUMBER_

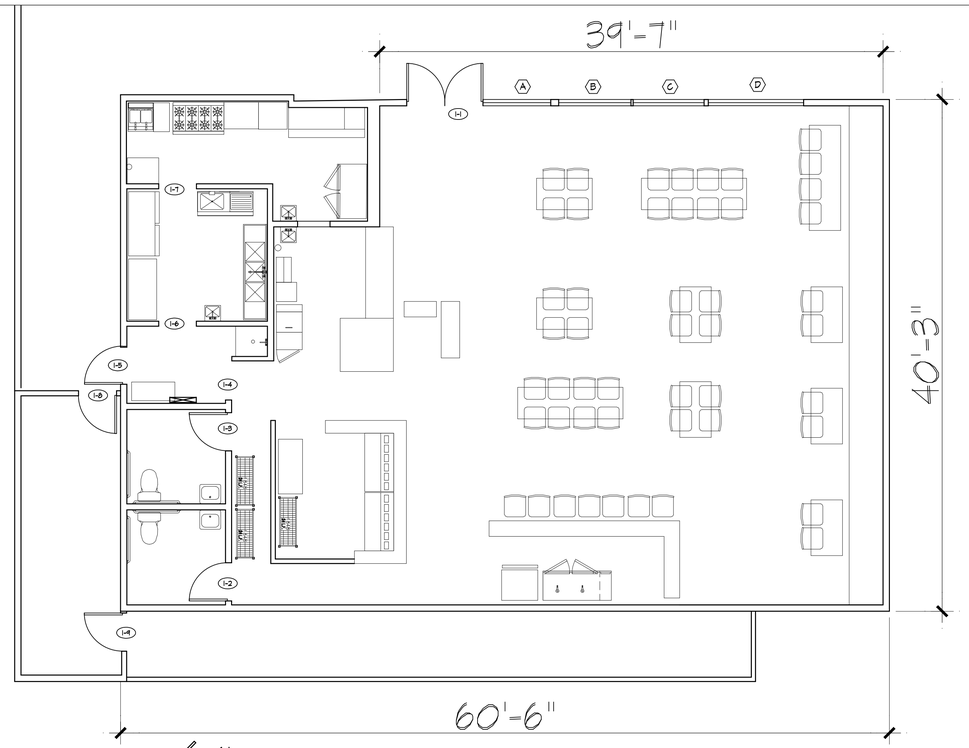
DRAWN BY_
MARIMAR

REVISIONS_

SHEET NAME + No._
FLOOR PLAN

A1-01

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF MPPERMITS, INC. AND WHERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MP PERMITS, INC.




## FLOOR PLAN .-

scale: 1/8" = 1'-0"

NOTES:
1. THERE WILL BE NO CHANGES TO THE FLOOR PLAN AND WALLS

2. ALL DOORS AND WINDOWS ARE EXISTING AND TO REMAIN

## LEGEND

1-2 INDICATES DOOR

A INDICATES WINDOW

## GENERAL NOTES

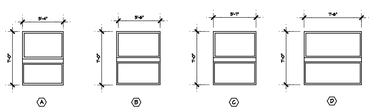
1. CONTRACTOR SHALL VERIFY EXISTING JOB SITE MATERIALS, DIMENSIONS AND CONDITIONS OF ALL AREAS AFFECTED BY THE PROJECT PRIOR TO COMMENCING THE WORK.
2. CONTRACTOR SHALL VERIFY THE SIZES OF ALL WINDOWS AND DOORS
3. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES. CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY APPROVALS FROM ALL UTILITY COMPANIES PRIOR TO MODIFICATION. THE CONTRACTOR SHALL SCHEDULE SHUT DOWNS & OBTAIN WRITTEN APPROVAL FROM THE OWNER OF ALL WORK RELATED TO THE SYSTEMS IN ADVANCE OF CONSTRUCTION.
4. SHOULD ANY CONDITION ARISE WHERE THE INTENT OF THE DRAWINGS IS IN DOUBT, WHERE THERE IS A DISCREPANCY OR APPEARS TO BE AN ERROR ON THE DRAWINGS OR SPECIFICATIONS OR WHERE THERE IS A CONFLICT BETWEEN THE DRAWINGS AND THE ACTUAL FIELD CONDITIONS, THE OWNER'S AGENT SHALL BE NOTIFIED AS SOON AS REASONABLY POSSIBLE AND BEFORE ANY WORK IS STARTED FOR PROCEDURES TO BE FOLLOWED.
5. CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGES TO OWNER'S PROPERTY AS A RESULT OF NEGLIGENCE.
6. DIMENSIONS & NOTATIONS SHALL TAKE PRECEDENCE OVER SCALE.
7. BRACING AND TEMPORARY SUPPORT SHALL BE PROVIDED AS REQUIRED TO HOLD THE WORK SEGURELY IN PLACE AND TO SUSTAIN ALL LOADS INCLUDING THOSE THAT MAY OCCUR DURING ERECTION AND UNTIL SUBSEQUENT CONSTRUCTION IS ADEQUATE TO REPLACE THE TEMPORARY BRACING. THE DESIGN ADEQUACY AND SAFETY OF ERECTION BACING, SHORING, TEMPORARY SUPPORTS AND SCAFFOLDING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. CUTOUTS FOR MECHANICAL AND ELECTRICAL ITEMS SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT STANDARD ESCUTCHEON PLATES, COVERS, ETC. WILL ADEQUATELY COVER ROUGH OPENINGS. OVERSIZED OPENINGS SHALL BE REPAIRED TO MATCH ADJACENT EXISTING FINISHED SURFACES.
9. CONTRACTOR SHALL VERIFY THE SIZE AND LOCATION OF ALL UTILITY LINES TO THE BUILDING AS SHOWN ON THE PLANS.
10. AS A CONVENIENCE TO THE OWNER, THE DESIGNER MAY INCLUDE DOCUMENTS PREPARED BY OTHER CONSULTANTS OR INCORPORATE RECOMENDATIONS OF SAID CONSULTANTS WITH THE EXPRESS UNDERSTANDING THAT THE DESIGNER ASSUMES NO LIABILITY FOR SUCH INFORMATION.
11. DIMENSIONS ARE TO FACE OF STUD, CONCRETE, CONCRETE BLOCK OR CENTERLINE OF STRUCTURAL COLUMNS UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL VERIFY WITH ARCHITECT THE EXACT DIMENSIONS OF RADIUS ON ALL NEW CURVED WALLS PRIOR TO CONSTRUCTION.
13. AT EXISTING CONSTRUCTION, FILL OPENINGS AND REPAIR AND REFINISH ALL EXPOSED FLOOR, WALL, CEILING AND EXTERIOR SURFACES DAMAGED BY DEMOLITION, INCLUDING REMOVAL OF MECHANICAL AND ELECTRICAL EQUIPMENT.
14. DAMAGE BY THE CONTRACTOR, TO FINISHES, MATERIALS, EQUIPMENT, ETC, WHICH IS NOT PART OF THE CONTRACT WORK SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
15. ALL COUNTERTOPS WILL BE 34" IN HEIGHT MAXIMM UNLESS OTHERWISE SPECIFIED ON PLANS, SECTIONS OR INTERIOR ELEVATIONS.
16. ALL ELECTRICAL WORK IS TO BE INSTALLED PER THE MOST REGENTLY ADOPTED N.E.C.
17. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIALS SHALL NOT BE USED IN THESE BUILDING.
18. ROOF DRAINAGE WATER FROM A BUILDING SHALL NOT BE PERMITTED TO FLOW OVER PUBLIC PROPERTY.

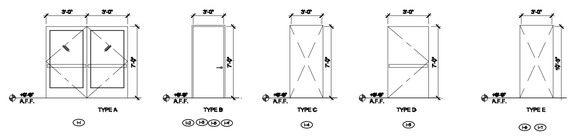
## WINDOW SCHEDULE

| WINDOW NO. | W | H |
|---|---|---|
| A | 5'-04" | 7'-00" |
| B | 5'-06" | 7'-00" |
| C | 5'-07" | 7'-00" |
| D | 7'-06" | 7'-00" |

## DOOR SCHEDULE

| DOOR NO. | W | H | MATERIAL |
|---|---|---|---|
| 1-1 | 6'-00" | 7'-00" | STEEL WITH GLASS DOUBLE DOOR |
| 1-2 | 3'-00" | 7'-00" | WOOD |
| 1-3 | 3'-00" | 7'-00" | WOOD |
| 1-4 | 3'-00" | 7'-00" | OPENING |
| 1-5 | 3'-00" | 7'-00" | EMERGENCY STEEL DOOR |
| 1-6 | 10'-03" | 7'-00" | OPENING |
| 1-7 | 10'-03" | 7'-00" | OPENING |
| 1-8 | 3'-00" | 7'-00" | WOOD |
| 1-9 | 3'-00" | 7'-00" | WOOD |




## WINDOWS & DOORS SCHEDULE.-

scale: NO SCALE

1023-1027 UNIVERSITY AVE.
1023-1027 UNIVERSITY AVENUE
SAN DIEGO, CA. 92103

PROJECT NUMBER
PRJ-1131226

PLAN FILE NUMBER
A_____

DATE
03.19.2025

JOB NUMBER

DRAWN BY
MARIMAR

REVISIONS

SHEET NAME + No.
WINDOW AND DOOR SCHEDULE

A3-01

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER AND WINE FOR ON-SITE CONSUMPTION (ABC TYPE-41 LICENSE) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (SUSHI N' GONE) LOCATED AT 1539 EAST 8TH STREET.

CASE FILE NO.: 2025-11 CUP

APN: 557-102-19

NOTICE IS HEREBY GIVEN that the National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **July 21, 2025**, in the City Council Chambers, located at the Civic Center, 1243 National City Boulevard, National City, California, on the following item:

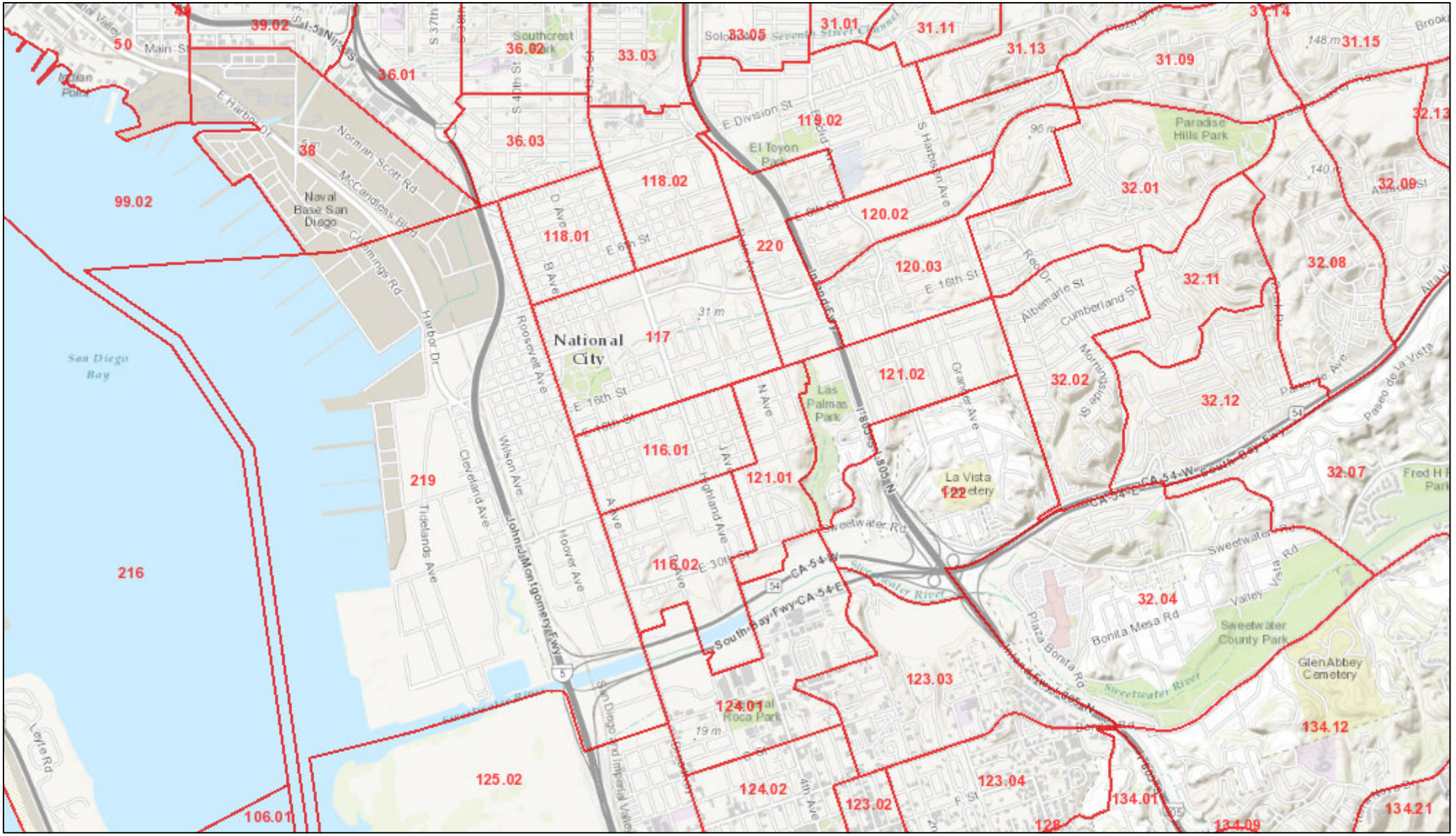
The applicant (Applicant: Sushi N Gone Inc.) is proposing to sell on-site beer and wine (ABC Type 41) in conjunction with food sales at the existing restaurant. The restaurant is proposing alcohol sales from 8:00 a.m. to midnight daily. Additionally, the applicant is requesting live entertainment from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment orally at the hearing or in writing. Written comments should be received by the Planning Division on or before 2:00 p.m., **July 21, 2025** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

Under California Government Code section 65009, if you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.



ATTACHMENT 4




August 25, 2014

CensusTracts 2010

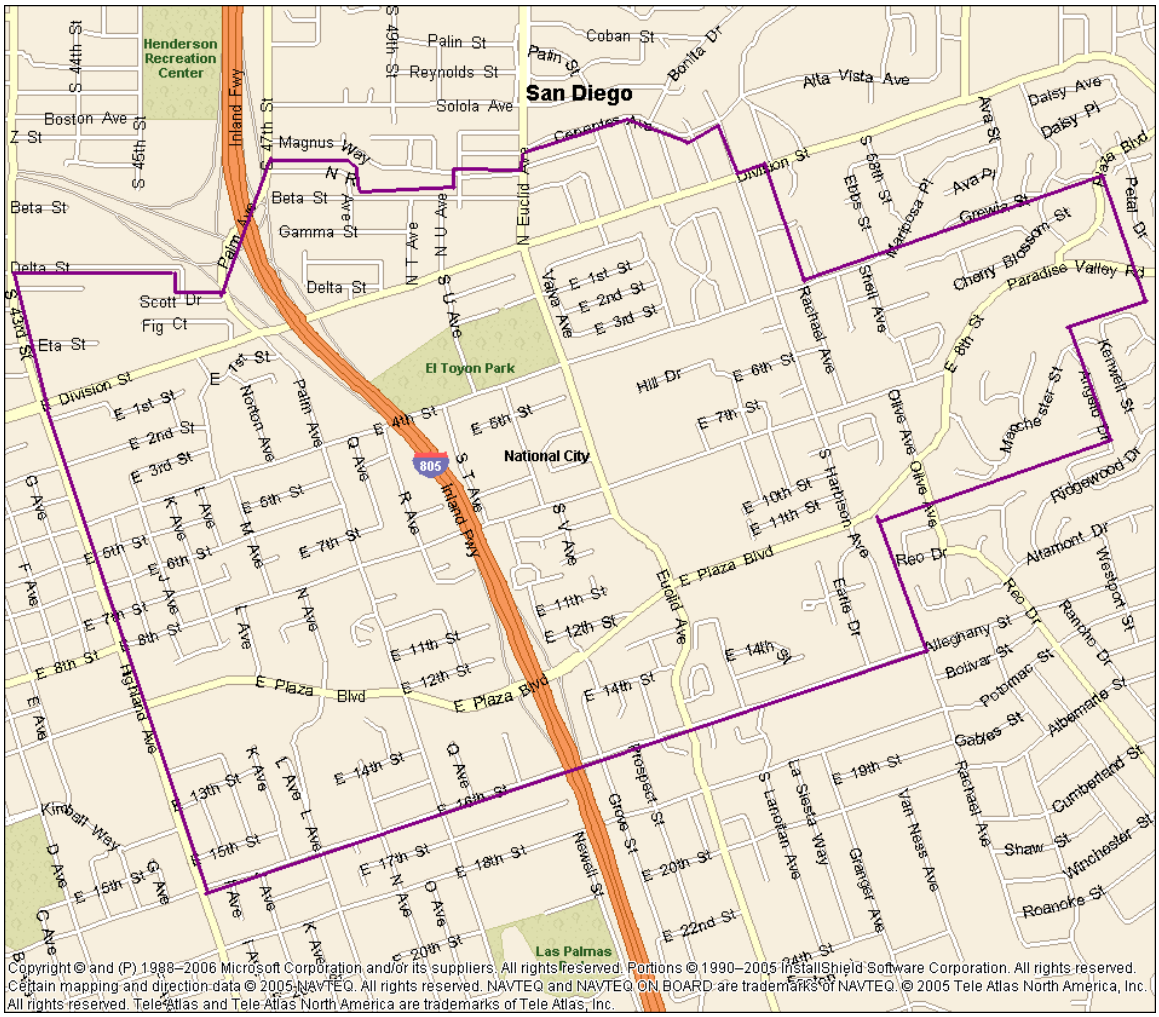
1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 5




# City of National City
# Beat 21

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

# NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 04/17/25

BUSINESS NAME: Sushi N Gone Inc

ADDRESS: 1539 E. 8th Street, National City, CA 91950

OWNER NAME: Paolo Didier Maroales Lopez DOB: 08/24/84

OWNER ADDRESS: [redacted]

(add additional owners on page 2)

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I. Type of Business
- ✔ Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- ✔ Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- ✔ Live Music (2 pts)
- Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- ✔ Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- ✔ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

**Notes:**

Census Tract 118.02

There are (9) on sale licenses authorized in tract 118.02

There is (2) active on sale licenses in tract 118.02

There are (4) off sale licenses authorized in tract 118.02

There are (5) active off sale licenses in tract 118.02

VI. Calls for Service at Location (for previous 6 months)

- ✔ Below (1 pt)
  Average (2 pts)
  Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

  Mostly commercial businesses (1 pt)
- ✔ Some businesses, some residential (2 pts)
  Mostly residential (3 pts)

VIII. Owner(s) records check

- ✔ No criminal incidents (0 pts)
  Minor criminal incidents (2 pts)
  Multiple/Major criminal incidents (3 pts)

Low Risk ( 12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

**Total Points** 12

OWNER NAME:_____ DOB: _____
OWNER ADDRESS: _____

OWNER NAME:_____ DOB: _____
OWNER ADDRESS: _____

**Recommendation:**

This business assesses at a low risk and is deserving of such a rating.
A cause for concern would be the nightly live entertainment while located within a
mixed residential and commercial area.

Completed by: Camacho Badge ID: 449

Revised: 8/16

# Environmental Scan
# Conditional Use Permit (CUP) for alcohol sales (Beer & Wine) and live entertainment at an existing restaurant

1539 E 8th Street, National City, CA 91950
Conducted: April 22, 2025




Photo of the proposed location

An environmental scan was conducted at 1:30 p.m. on Tuesday, April 22, 2025, for alcohol sales (Beer & Wine) and live entertainment at an existing restaurant. The location is on the corner of East 8th Street and Palm Avenue, with a Shell gas station to the east, a vacant lot to the south, a residential area to the north, a strip mall to the west and another strip mall to the northeast. The business was closed at the time the environmental scan was conducted.

**Proposed hours**
**Live Entertainment**: 11 a.m. to 10 p.m. Sunday through Thursday, and 11 a.m. to 11 p.m. Friday and Saturday
**Alcohol Sales**: 8 a.m. to 12 a.m. daily

During a scan of the business and premises, the following was noted:

- Apartments immediately to the south of the vacant lot nearest the restaurant.
- The restaurant is located at the bottom of a small hill with an immigration and tax service business at the top of the hill.
- Small parking lot to the front of the restaurant.

## Youth Sensitive Areas/Other Vulnerable Locations

Rancho de la Nacion School and El Toyon School, each approximately 2,600 feet away, are the closest ones to this location.

## Churches

International Church of Praise (approximately 528 feet away) is the closest one to this location.

## Crime Rate

A request for crime-related information from personnel within the City of National City Police Department should determine whether existing violations against the property or applicant or incidents in the area have occurred that would discourage allowing live entertainment and alcohol sales.

## Online Reviews

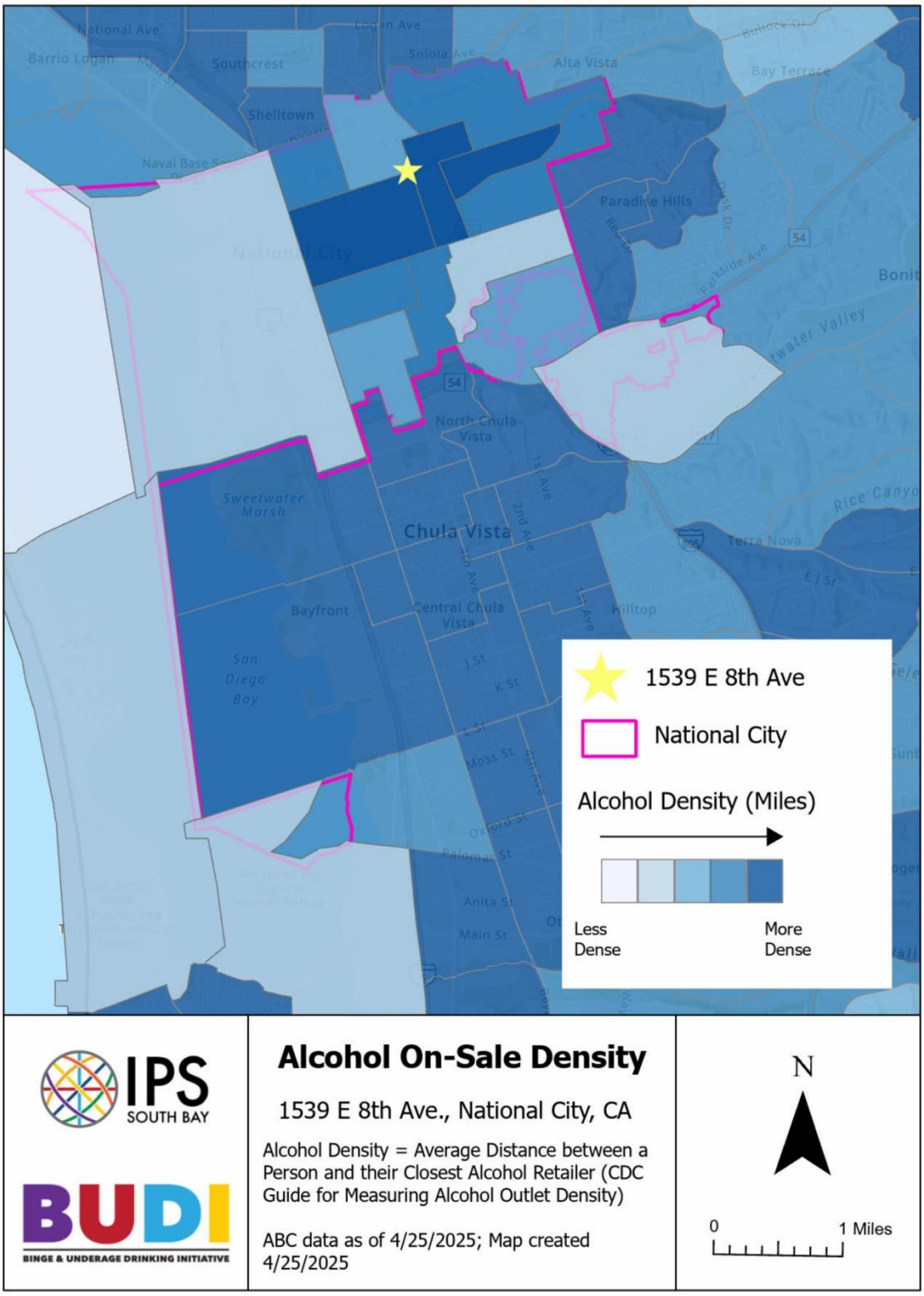
- Limited parking, small lot.
- From the outside is sketchy, but walking in the place looks clean. (5 months ago)
- Family friendly though they do serve beer (1 year ago)
- Customers commented on live music (7 months ago)
- Video of a band playing at the location was found on restaurant's Facebook page
- Concerned for my safety and security (1 year ago)

## Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The mean distance of a person to their average on-sale license in National City is 0.32 miles. The median is 0.25 miles.

IPS has begun utilizing the following scale to more clearly define outlet density.
Least Dense (lightest color)
Somewhat Dense
Dense
Very Dense
Extremely Dense (darkest color)

The proposed location is defined as "Extremely Dense." Within the census tract that where 1539 E 8th Ave is located, the density is 0.27 miles, which is more dense than the average for National City.


1539 E 8th Ave
National City
Alcohol Density (Miles)
Less Dense
More Dense
Alcohol On-Sale Density
1539 E 8th Ave., National City, CA
Alcohol Density = Average Distance between a Person and their Closest Alcohol Retailer (CDC Guide for Measuring Alcohol Outlet Density)
ABC data as of 4/25/2025; Map created 4/25/2025
IPS SOUTH BAY
BUDI
BINGE & UNDERAGE DRINKING INITIATIVE
N
0
1 Miles

## Considerations

The following are considerations:

1. Require that staff and management attend an in-person LEAD training or an in-person RBS training from an ABC-authorized training provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide lunch and dinner through 12:00 am.
3. Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

April 30, 2025

Dear Resident / Business Owner:

You are cordially invited to attend a community meeting regarding a Conditional Use Permit (CUP) with the city of National City by Sushi N Gone Inc. *(Doing Business As – Sushi N Gone*) for a California Department of Alcoholic Beverage Control (ABC) Type-41 license (beer and wine) to compliment their existing restaurant.

WEDNESDAY, MAY 7, 2025
6:00pm to 7:00pm
SUSHI N GONE
1539 East 8th Street
National City, CA 91950

The applicant will provide an overview of their request and have a question and answer session shortly thereafter.

If you have any questions please feel free to contact Marco Cortes at (619) 852-4690 (or at marco@cortescommunications.com).

640 WEST BEECH STREET, STE. 3-B
SAN DIEGO, CA 92101
619-852-4690

May 12, 2025

Sophia Depew
Planning Technician
Community Development Department
City of National City
1243 National City Boulevard
National City, CA 91950

**RE: SUSHI N' GONE INC. (DBA – SUSHI N' GONE) REPORT FOR COMMUNITY MEETING;**

Ms. Depew:

On behalf of Sushi N' Gone Inc. (DBA – SUSHI N' GONE), I am submitting a summary of the Community Meeting that was held on Wednesday, May 7, 2025 from 6:00pm to 7:00pm at Sushi N' Gone located at 1539 East 8th Street, National City, CA 91950.

The applicant and I were present and began the meeting at 6:00pm. Unfortunately, nobody attended the meeting and the meeting was adjourned at 7:00pm.

Thank you for your consideration, if I can be of further assistance please feel free to contact me directly at (619) 852-4690.

Kind regards,

*Marco Polo Cortes*

Marco Polo Cortés
President




# City of National City Planning Commission Meeting

## MEETING OF JULY 21, 2025



# Public Hearing

## CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (SUSHI N' GONE) LOCATED AT 1539 EAST 8TH STREET

## 2025-11 CUP

# Overhead



# Site Characteristics

- Sushi N' Gone
  - Existing 2,445 square foot restaurant in the MXC-2 zone
  - Previous Alcohol CUP in 2021 (KeBURROs)
    - 7:00 a.m. to 12:00 a.m. daily
    - Discontinued
- Located on northwest corner of East 8th Street and Palm Avenue
- Surround by commercial and residential uses
  - Properties directly abutting the restaurant are commercial offices and retail suites
  - Closest residences are located northwest of the property but are separated by a substantial grade change

# Front View



# Side View



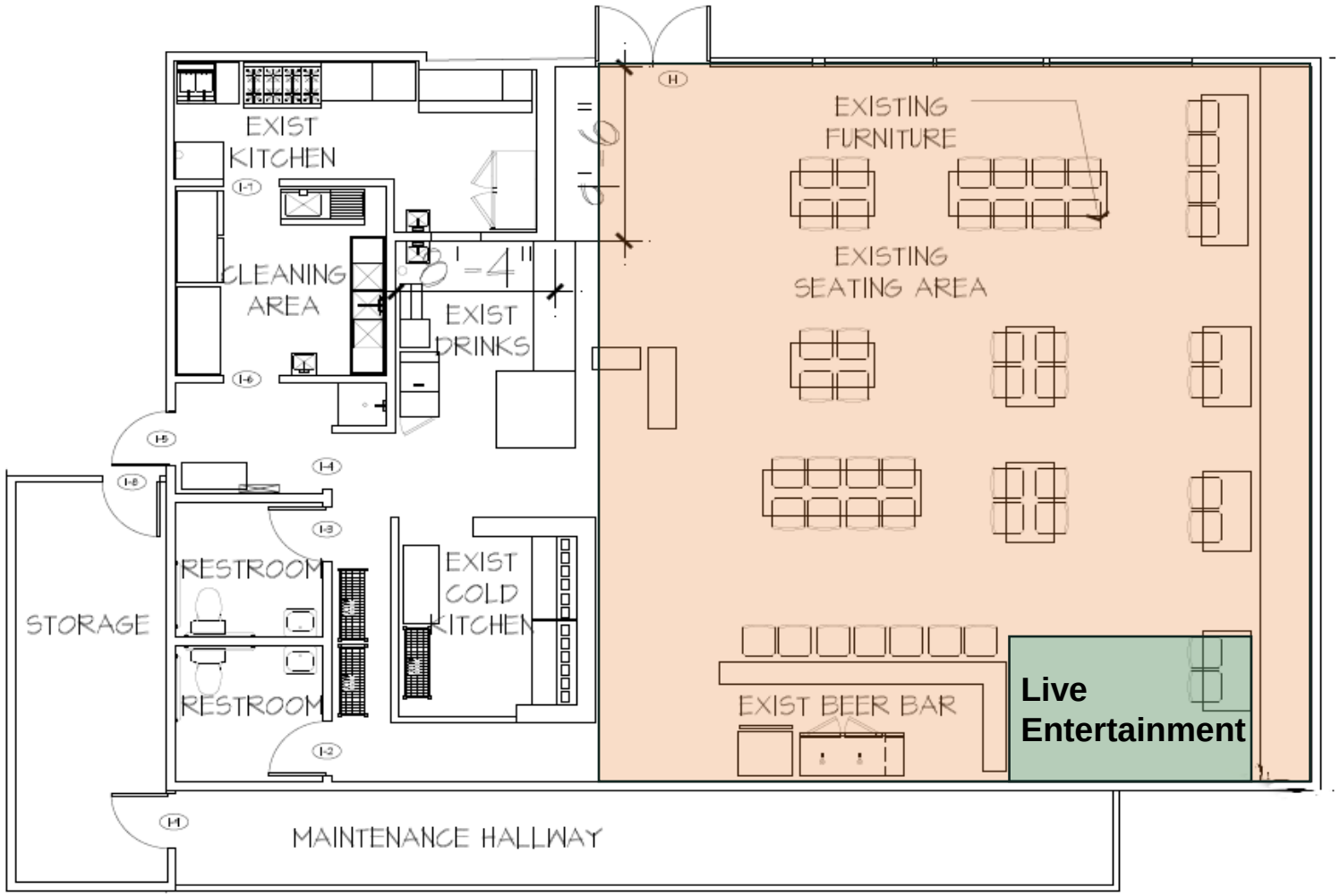
# Rear View



# Proposal

- The business is proposing beer and wine sales (ABC Type-41) and live entertainment at the restaurant
- Proposed hours for alcohol sales are from 8:00 a.m. to midnight daily
- Proposed hours for live entertainment are from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday and Saturday
    - DJs, Bands, Guitarist, Etc.
- Floor plan indicates the dining area and proposed live entertainment
    - 52 seats available in the dining area

# Floor Plan


EXIST
KITCHEN
CLEANING
AREA
EXIST
DRINKS
EXISTING
FURNITURE
EXISTING
SEATING AREA
RESTROOM
RESTROOM
STORAGE
EXIST
COLD
KITCHEN
EXIST BEER BAR
Live
Entertainment
MAINTENANCE HALLWAY

# Side View



# Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for on-site consumption and live entertainment with approved CUP
- Additional requirements for alcohol CUPs:
  - Mailing – owners/occupants within 660 ft. (341)
  - Community meeting – Held May 7th, 2025 – No attendees
- Census Tract 118.02– two on-sale license where nine are recommended
  - Not considered overconcentrated
- Distance requirements – Not applicable for restaurants with 30% of their floor area dedicated to seating.
  - Sushi N' Gone has 50% of their floor area dedicated to seating
  - Not located within 660 feet of a public school
- Adhere to City Council Policy 707
  - Standard conditions

# Staff Analysis – Hours of Operation

- Proposed Hours
  - Alcohol
    - 8:00 a.m. to 12:00 a.m. (midnight) daily
  - Live Entertainment
    - 11:00 a.m. to 10:00 p.m. Sunday through Thursday
    - 11:00 a.m. to 11:00 p.m. Friday and Saturday
- Previous approval
  - Alcohol
    - 7:00 a.m. to 12:00 a.m. (midnight) daily
  - No live entertainment
- Staff Recommendation
  - Hours proposed by applicant

# Staff Analysis – Hours of Operation

➢Recent Approvals

| Business | Alcohol | Live entertainment | Approved |
|---|---|---|---|
| Mariscos El Tiburon | 9am-10pm Sun-Thurs<br>9am-11pm Fri-Sat | 4pm-10pm Fri & Sat<br>4pm-11pm Sun | 2024 |
| Mariscos La Capital | 8am-11:30pm daily | N/A | 2024 |
| Friends of Friends | 6am-1am Daily | 12pm-10pm Sun-Thurs<br>12pm-11:30pm Fri-Sat | 2023 |
| Market on 8th | 6am-1am Daily | Indoor: 3pm-10pm Mon-Thurs<br>12pm-11:30pm Fri-Sat<br>12pm-10pm Sun | 2022 |

# Comments:

Police Department (PD)

- Risk Assessment – 12 points
  - Low Risk – 12 or less points
  - Assigns points based on type of business, license concentration, calls for service, etc.

Institute for Public Strategies (IPS)

- Require in-person Responsible Beverage Sales and Service (RBSS) training for all staff
- Require that the restaurant provide lunch and dinner through 12:00 am daily.
- Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

# Conditions

- Standard Conditions of Approval
- Conditions specific to on-site alcohol sales per Council Policy 707
  - Hours of operation
  - Responsible Beverage Service and Sales (RBSS)
  - Alcohol sales remain accessory to the restaurant
- Application-specific conditions
  - Live entertainment
    - Doors and windows to remain closed
    - No advertised events
    - Hours of live entertainment
    - Title 12 (Noise)

# Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for on-site consumption and live entertainment are a conditionally-allowed uses in MXC-2 zone
  - Alcohol sales and live entertainment would be accessory to the business in an established mixed-use area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing concerns related to live entertainment

# Options

- Find project exempt from CEQA & approve 2025-11 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2025-11 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

# Next Regularly-Scheduled Meeting

AUGUST 4, 2025

# AGENDA REPORT

**Department:** **Fire Department**
**Prepared by:** **Eduardo Sanchez, Acting Deputy Fire Marshal**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
2025 Performance Report of Annual Fire Safety Inspections

**RECOMMENDATION:**
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Acknowledging Receipt of a Report Made by the Fire Chief of the National City Fire Department Regarding the Annual Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
California Senate Bill 1205 (SB 1205) was signed into law on September 27, 2018, after the tragic Ghost Ship Fire (December 2016) brought national attention to California and put a spotlight on fire safety laws as well as the performance of fire inspections. This law amends the preceding law to require an annual report on state-mandated inspections to be submitted to the governing body of each jurisdiction with authority for inspections. The law also requires the report to be given when the administering authority discusses its annual budget, and receipt of the report must be acknowledged in a resolution or similar formal document.

State-mandated inspections, as outlined in California Health & Safety Code Sections 13146.2 and 13146.3, require all fire departments that provide fire protection services to conduct annual inspections in every building used as a public or private school, hotel, motel, lodging house, or apartment house, to ensure compliance with building standards. The California Health & Safety Code Sections 13146.2 and 13146.3 did not require fire departments to report or demonstrate compliance as the new law (SB 1205) does.

Although there are no penalties identified in the law, adoption of the resolution will establish the City of National City's intent to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the National City Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3, which identifies the state mandated inspections above and further described below.

Public and private schools are generally classified as Educational Group E occupancies. They are schools used by more than six persons at any one time, for educational purposes through the 12th grade. Within the City of National City, there are currently 19 Group E occupancies, buildings, structures, and facilities.

During fiscal year 2024-25, the National City Fire Department completed the annual inspection of 19 Group E occupancies, buildings, structures, and facilities. This represents a 100% compliance rate. Two dedicated fire inspectors were assigned to these occupancy types for the fiscal year 2024-2025. This department will also continue to enhance coordination and cooperation with school administration and maintenance staff, resulting in a reduction in violations that require re-inspection.

Currently, the National City Fire Department is re-implementing its Public Education Program, providing education to schoolchildren and senior citizens. One item of interest will be to continue to promote its Fire Safe School of the Year Award, presented to the safest elementary school in the National School District during an annual assembly. The award, established in 2002, continues to promote friendly competition between schools while making our schools a safer place.

Hotels, motels, apartments (with three or more units), and other residential occupancies that contain sleeping units are generally classified as Residential Group R occupancies.

Within the City of National City, there are currently 473 Group R occupancies. During fiscal year 2024-2025, the National City Fire Department completed the annual inspection of 473 Group R occupancies, buildings, structures, and facilities. This represents a 100% compliance rate. The Community Risk Reduction Department conducted residential occupancy inspections with the assistance of two Fire Inspectors. Additionally, the department has seen an unprecedented upward surge in building construction in the City of National City, resulting in an increase in residential multi-family properties and general construction inspections.

The combined effort with two (2) Fire Inspectors is trending to maintain the Department's compliance rate for the mandated inspections in fiscal year 2025-2026.

**FINANCIAL STATEMENT:**
There is no fiscal impact resulting from acknowledging the National City Fire Department's compliance with certain state-mandated fire inspections. The report aims to inform the governing authority about the level of compliance with state-mandated safety inspections. This report should assist the National City Fire Department and its governing authority in planning and prioritizing available resources to appropriately staff and conduct state-mandated inspections.

**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

**EXHIBIT:**
Exhibit A - Resolution

**RESOLUTION NO. 2025-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE NATIONAL CITY FIRE DEPARTMENT REGARDING THE ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE.**

**WHEREAS,** California Health and Safety Code section 13146.4 (SB 1205) was added in 2018, and became effective on January 1, 2019; and

**WHEREAS,** California Health and Safety Code sections 13146.2 and 13146.3 require all fire departments that provide fire protection services, including the National City Fire Department, to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, or apartment house for compliance with building standards; and

**WHEREAS,** California Health and Safety Code section 13146.4 requires all fire departments that provide fire protection services, including the National City Fire Department, to report annually to its administering authority on its compliance with sections 13146.2 and 13146.3; and

**WHEREAS,** the Fire Chief of the City of National City ("City"), pursuant to California Health and Safety Code section 13146.4, has presented his annual report to the City Council regarding the National City Fire Department's compliance with California Health and Safety Code sections 13146.2 and 13146.3, and

**WHEREAS**, as reported in the Fire Chief's annual report, there are nineteen Educational Group E occupancies (generally consisting of public and private schools) in the City and the compliance rate for Educational Group E occupancies is 100% for this reporting period, i.e. during fiscal year 2024/2025, the National City Fire Department completed the annual inspection of all nineteen Group E occupancies; and

**WHEREAS,** the Fire Chief's annual report further reports that there are 473 Residential Group R occupancies (generally consisting of occupancies containing sleeping units, including hotels, motels, and apartments with three or more units) in the City and the compliance rate for Residential Group R occupancies is 100% for this reporting period, i.e. during fiscal year 2024/2025, the National City Fire Department completed the annual inspection of all 473 Group R occupancies.

**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 acknowledges receipt of the report from the National City Fire Department regarding the annual inspection of certain occupancies pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.

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

**PASSED and ADOPTED this 19th day of August, 2025.**

Ron Morrison, Mayor

**ATTEST:**

Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM**:

Barry J. Schultz, City Attorney

# AGENDA REPORT

**Department:** **Finance**
**Prepared by:** **Janel Pehau, Financial Analyst**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Executive Director, Successor Agency**

**SUBJECT:**
Successor Agency Proposed Budget for Fiscal Year 2025-26

**RECOMMENDATION:**
Adopt the Resolution Entitled: "Resolution of the Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, California, Adopting a Budget of $4,128,682 for Fiscal Year 2025-26."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
Expenditures for the Successor Agency (SA) are governed by the Recognized Obligation Payment Schedules (ROPS) that are proposed by the Successor Agency, approved by the Countywide Oversight Board, and submitted to the State Department of Finance (DOF) for authorization. The SA's budget for fiscal year 2025-26 totals $4,128,682 and reflects amounts authorized for ROPS 25-26, covering the period of July 1, 2025 through June 30, 2026. The State Department of Finance approved all items requested on the ROPS, but with a lesser amount of Redevelopment Property Tax Trust Fund (RPTTF) resources than requested because of other SA funds available to apply to the obligations. ROPS 25-26 will be funded by a combination of $3,849,778 in RPTTF distributions, $3,908 in interest payments on a loan provided by the former Redevelopment Agency to the Mile of Cars Association in 2011, and $274,996 in unexpended funds from prior ROPS periods. Adopting an annual budget is not required under the redevelopment agency dissolution legislation, but is recommended by staff as a measure of transparency. The proposed budget includes amounts for scheduled debt service payments, professional services, and City administrative services. See Exhibit A for budget details.

**FINANCIAL STATEMENT:**
The proposed budget provides for total expenditures of $4,128,682, revenues of $3,853,686, and the use of $274,996 of Successor Agency fund balance.

**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 Brown Act.

**ORDINANCE:**
Not Applicable

**EXHIBITS:**
Exhibit A - Successor Agency FY 2025-26 Proposed Budget
Exhibit B – Resolution

# SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY

## FISCAL YEAR 2025-26 PROPOSED BUDGET

Contents:


- Estimated Financing Sources and Expenditure Account Detail
- Recognized Obligation Payment Schedule (ROPS) 25-26 Authorized Items (summarized)

**SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION**
**AS THE NATIONAL CITY REDEVELOPMENT AGENCY**
**PROPOSED BUDGET**
**FISCAL YEAR 2025-26**

**ESTIMATED FINANCING SOURCES**

| Account Number | Account Title | FY 2023 Actual | FY 2024 Actual | FY 2025 Adopted | FY 2026 Proposed |
|---|---|---|---|---|---|
| **711-10-90-90100-** | **Redev Obligations Retirement Fund** | | | | |
| 3011- | RPTTF* Distribution | $ 4,199,028 | $ 3,950,251 | $ 3,908,528 | $ 3,849,778 |
| 3300- | Investment Earnings | - | - | - | - |
| 3320- | Interest Income - Loans | 4,675 | 8,677 | 4,623 | 3,908 |
| 3634- | Misc Revenue | - | - | - | - |
| 3636- | Refunds & Reimbursements | 200,000 | - | - | - |
| | **Fund 711 Total Revenue** | **$ 4,403,703** | **$ 3,958,928** | **$ 3,913,151** | **$ 3,853,686** |
| | Use of Fund 711 Fund Balance** | (1,868) | 292,442 | 337,377 | 274,996 |
| | **Total Financing Sources** | **$ 4,401,835** | **$ 4,251,370** | **$ 4,250,528** | **$ 4,128,682** |

*Redevelopment Property Tax Trust Fund

** The use of fund balance is the difference between the total actual or authorized expenditures and the total revenue received or budgeted. Fund balance arises as a result of savings from prior ROPS periods. Successor agencies are required to use funds on hand prior to receiving new RPTTF distributions.

**EXPENDITURE DETAIL**

| Account Number | Account Title | FY 2023 Actual | FY 2024 Actual | FY 2025 Adopted | FY 2026 Proposed |
|---|---|---|---|---|---|
| **711-10-90-90100-** | **Redev Obligations Retirement Fund** | | | | |
| 7209- | Legal Services | 873 | - | - | - |
| 7210- | City of National City - SA Admin Services | 334,173 | 190,000 | 190,000 | 67,654 |
| 7213- | Professional Services | 3,500 | - | 4,000 | 4,000 |
| 7219- | Fiscal Agent Fees | 2,700 | 3,350 | 4,000 | 4,000 |
| Balance Sheet | Bond Principal Redemption - 2017A TARB** | 2,996,000 | 3,066,000 | 3,139,000 | 3,217,000 |
| Balance Sheet | Bond Principal Redemption - 2017B TARB** | 212,000 | 220,000 | 224,000 | 231,000 |
| 7480- | Bond Interest Redemption - 2017A TARB | 811,242 | 735,770 | 658,518 | 579,386 |
| 7480- | Bond Interest Redemption - 2017B TARB | 41,347 | 36,250 | 31,010 | 25,642 |
| | **Total Expenditures** | **$ 4,401,835** | **$ 4,251,370** | **$ 4,250,528** | **$ 4,128,682** |

** Bond Principal Redemption amounts are shown as budgetary items for informational purposes only. In the general ledger and financial statements, bond principal payments made by the Successor Agency are shown as reductions to Long-Term Debt Payable instead of expenditures, consistent with accounting standards for fiduciary entities/funds.

**Description**

The Proposed Budget for fiscal year 2025-26 for the Successor Agency is consistent with the Recognized Obligation Payment Schedule (ROPS) for fiscal year 2025-26 (ROPS 25-26) as requested by the Successor Agency and approved by the Oversight Board and the State Department of Finance. The budget provides for the payment of debt service obligations for the 2017 tax allocation refunding bonds (TARBs), administrative services provided by the City, and financial services related to the TARBs.

**National City Successor Agency**
**Recognized Obligation Payment Schedule (ROPS) 25-26**
(Summarized)

| | | | | | | | Funding Sources ROPS 25-26A (Jul - Dec)* | | | | Funding Sources ROPS 25-26B (Jan - Jun)* | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item # | Project Name/Debt Obligation | Payee | Description/Project Scope | Total Outstanding Debt or Obligation | Retired | ROPS 25-26 Total | Redevelop-ment Property Tax Trust Fund (RPTTF) | Other Funds | Admin RPTTF | ROPS 25-26A Total | Redevelop-ment Property Tax Trust Fund (RPTTF) | Admin RPTTF | ROPS 25-26B Total |
| Totals | | | | 28,764,230 | | 4,128,682 | 3,530,973 | 248,930 | 33,827 | 3,813,730 | 281,125 | 33,827 | 314,952 |
| 87 | Personnel and Admin Costs | City of National City | Personnel and other support services for SA | 67,654 | N | 67,654 | - | | 33,827 | 33,827 | | 33,827 | 33,827 |
| 128 | Contract for Financial Analysis | NHA Advisors | Financial and bond adviser/annual disclosure | 4,000 | N | 4,000 | 4,000 | | - | 4,000 | | | - |
| 162 | Bonds | Bank of New York | Fiscal Agent Fees | 32,000 | N | 4,000 | 4,000 | | - | 4,000 | | | - |
| 180 | 2017 Tax Allocation Refunding Bond - Series A Principal Payment | Bank of New York Mellon Trust Company, N. A. | Bonds issued to refund the outstanding principal balance of the 2005B and 2011 TABs | 24,877,000 | N | 3,217,000 | 2,968,070 | 248,930 | - | 3,217,000 | | | - |
| 181 | 2017 Tax Allocation Refunding Bond - Series A Interest Payment | Bank of New York Mellon Trust Company, N. A. | Bonds issued to refund the outstanding principal balance of the 2005B and 2011 TABs | 2,509,360 | N | 579,386 | 309,719 | | - | 309,719 | 269,667 | | 269,667 |
| 182 | 2017 Tax Allocation Refunding Bond - Series B Principal Payment | Bank of New York Mellon Trust Company, N. A. | Bonds issued to refund the outstanding principal balance of the 1999 TAHBs | 1,202,000 | N | 231,000 | 231,000 | | - | 231,000 | | | - |
| 183 | 2017 Tax Allocation Refunding Bonds - Series B Interest Payment | Bank of New York Mellon Trust Company, N. A. | Bonds issued to refund the outstanding principal balance of the 1999 TAHBs | 72,216 | N | 25,642 | 14,184 | | - | 14,184 | 11,458 | | 11,458 |

* This summary version of the ROPS shows only the active obligations of the Successor Agency and the relevant funding sources for those obligations.

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY, CALIFORNIA, ADOPTING A BUDGET OF $4,128,682 FOR FISCAL YEAR 2025-26**

**WHEREAS**, on August 25, 2025, the Executive Director submitted to the Board of the Successor Agency a Proposed Budget for the 2025-26 fiscal year, and

**WHEREAS**, said budget reflects expenditures of $4,128,682 as requested by the Successor Agency and authorized by the State Department of Finance for the Recognized Obligation Payment Schedule (ROPS 25-26) period of July 1, 2025 through June 30, 2026 and the associated funding sources; and

**WHEREAS**, Successor agencies' expenditures are governed by the annual ROPS; and

**WHEREAS**, Successor agencies are not required to adopt an annual budget, but staff recommends doing so as a measure of transparency; and

**WHEREAS**, said budget, incorporated herein by reference, has been discussed and deliberated in public session.

**NOW, THEREFORE, THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** That the Board of the Successor Agency hereby adopts a budget of $4,128,682 for the Successor Agency for Fiscal Year 2025-26.

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

**PASSED and ADOPTED this 19th day of August, 2025.**

_____
Ron Morrison, Chairman

**ATTEST:**

_____
Shelley Chapel, MMC, City Clerk
as Secretary to the Successor Agency

**APPROVED AS TO FORM:**

_____
Barry J. Schultz
Successor Agency Counsel

# AGENDA REPORT

**Department:** **Finance**
**Prepared by:** **Karla Apalategui, Sr. Accounting Assistant**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Warrant Register No. 47 for the Period of 5/16/25 through 5/22/25 in the Amount of $2,277,810.41

**RECOMMENDATION:**
Ratify Warrants Totaling $2,277,810.41

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
Per Government Section Code 37208, below are the payments issued for the period of 5/16/25 – 5/22/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

| Vendor | Check/Wire | Amount | Explanation |
|---|---|---|---|
| Martinez, Jose A. | 374655 | 56,000.00 | T&A 90694 Refund for Project Bond |
| Sunroad Auto LLC | 374693 | 53,694.13 | Purchase of Ford Police Interceptor |
| Health Net Inc | 374642 | 65,895.66 | Grp# R1192A – June 2025 Health Net Ins |
| On Duty Health | 374663 | 55,898.31 | Annual Firefighter Health & Fitness |

**FINANCIAL STATEMENT:**
Warrant Register Total $2,277,810.41

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

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

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

**ORDINANCE:**
Not Applicable

**EXHIBIT:**
Exhibit A – FY25 Warrant Register No. 47

# Warrant Register #47
## 5/16/2025 to 5/22/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **A/P PAYMENTS** | | | | |
| **City Atty** | | | | |
| CIVICA LAW GROUP APC | LEGAL SERVICES FOR STARDUST MATTER | 374622 | 5/22/2025 | 10,923.89 |
| CIVICA LAW GROUP APC | CODE MATTER 220 14TH STREET | 374622 | 5/22/2025 | 2,734.50 |
| CIVICA LAW GROUP APC | LEGAL SERVICES FOR CODE MATTER STUDIO 6 | 374622 | 5/22/2025 | 16,744.54 |
| FOZI DWORK & MODAFFE | LEGAL SERVICES FOR SDUSD MATTER | 374634 | 5/22/2025 | 6,105.00 |
| HAMRICK & EVANS, LLP | LEGAL SERVICES FOR CHICANO FEDERATION MAT | 374637 | 5/22/2025 | 795.00 |
| HAMRICK & EVANS, LLP | LEGAL SERVICES FOR AGUIRRE MATTER | 374637 | 5/22/2025 | 850.00 |
| HAMRICK & EVANS, LLP | LEGAL SERVICES FOR RODRIGUEZ MATTER | 374637 | 5/22/2025 | 1,090.00 |
| HAMRICK & EVANS, LLP | LEGAL SERVICES FOR CORTEZ MATTER | 374637 | 5/22/2025 | 1,666.98 |
| HAMRICK & EVANS, LLP | LEGAL SERVICES FOR MARTIN MATTER | 374637 | 5/22/2025 | 2,650.00 |
| HAMRICK & EVANS, LLP | LEGAL SERVICES FOR DELGADO MATTER | 374637 | 5/22/2025 | 19,897.65 |
| | | | **Total for City Atty** | **63,457.56** |
| **City Mgr** | | | | |
| CHAVEZ, ALEXA | REIMBURSEMENT FOR LAUNDRY TABLE CLOTHES | 374621 | 5/22/2025 | 115.21 |
| NATIONAL CITY CHAMBE | JOB FAIR TITLE SPONSORSHIP - APRIL 23, 2025 | 374660 | 5/22/2025 | 2,500.00 |
| | | | **Total for City Mgr** | **2,615.21** |
| **Comm Svcs** | | | | |
| AGUILA, MARIA | REFUND LAS PALMAS POOL CLASS CANCELLATION | 374610 | 5/22/2025 | 35.00 |
| AGUILA, MARIA | REFUND LAS PALMAS POOL CLASS CANCELLATION | 374610 | 5/22/2025 | 35.00 |
| ALFORQUE, JUBELYN | REFUND LAS PALMAS POOL CLASS CANCELLATION | 374611 | 5/22/2025 | 35.00 |
| ALFORQUE, JUBELYN | REFUND LAS PALMAS POOL CLASS CANCELLATION | 374612 | 5/22/2025 | 35.00 |
| ALFORQUE, JUBELYN | REFUND LAS PALMAS POOL CLASS CANCELLATION | 374613 | 5/22/2025 | 35.00 |
| CUEVA, LOURDES | RFW-REFUND YOUTH SUMMER DANCE CLUB 7-10 5 | 374625 | 5/22/2025 | 11.00 |
| FLORES, LUIS | REFUND LAS PALMAS POOL MEMBERSHIP POOL CL | 374633 | 5/22/2025 | 75.00 |
| LOAIZA, ROSALINDA | REFUND LAS PALMAS POOL CLASS CANCELLATION | 374652 | 5/22/2025 | 35.00 |
| RODRIGUEZ, RICARDO | REFUND LAS PALMAS POOL CLASS CANCELLATION | 374677 | 5/22/2025 | 35.00 |
| SARMIENTO, SUHAILY | REFUND LAS PALMAS POOL CLASS CANCELLATION | 374683 | 5/22/2025 | 35.00 |
| SMART & FINAL | MOP 45756 FAB PROGRAMMING SUPPLIES/CSD | 374687 | 5/22/2025 | 230.64 |
| | | | **Total for Comm Svcs** | **596.64** |
| **Council** | | | | |
| QUALITY INSTANT PRIN | CM DITAS YAMANE'S POSTCARD/POSTAGE | 374674 | 5/22/2025 | 541.58 |
| QUALITY INSTANT PRIN | CM DITAS YAMANE'S POSTCARD/POSTAGE | 374674 | 5/22/2025 | 459.46 |
| | | | **Total for Council** | **1,001.04** |
| **Eng/PW** | | | | |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 843.75 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 1,031.25 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 4,547.20 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 4,547.20 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 4,774.57 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 4,774.57 |

# Warrant Register #47
## 5/16/2025 to 5/22/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 134.69 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 2,048.69 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 757.19 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 4,774.57 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374607 | 5/22/2025 | 1,647.18 |
| A & A AUTO GLASS INC | REPL WINDSHIELDS FY25-PW/EQM | 374608 | 5/22/2025 | 456.25 |
| A & A AUTO GLASS INC | REPL WINDSHIELDS FY25-PW/EQM | 374608 | 5/22/2025 | 606.00 |
| A & A AUTO GLASS INC | REPL WINDSHIELDS FY25-PW/EQM | 374608 | 5/22/2025 | 652.00 |
| AVILA, MACARIO | REIMBURSMENT FOR MACARIO AVILA PRC# T3414 | 374616 | 5/22/2025 | 140.00 |
| CANON SOLUTIONS AMER | EQUIPMENT BASE CHARGE OF ENG PLOTTER/SCAN | 374620 | 5/22/2025 | 97.43 |
| CANON SOLUTIONS AMER | EQUIPMENT USAGE CHARGE OF ENG PLOTTER/SC/ | 374620 | 5/22/2025 | 119.53 |
| DANIELS TIRE SERVICE | BPO: TIRES FOR CITY FLEET FY25-PW/EQM | 374627 | 5/22/2025 | 288.07 |
| DANIELS TIRE SERVICE | BPO: TIRES FOR CITY FLEET FY25-PW/EQM | 374627 | 5/22/2025 | 600.20 |
| DANIELS TIRE SERVICE | BPO: TIRES FOR CITY FLEET FY25-PW/EQM | 374627 | 5/22/2025 | 1,047.00 |
| HOME DEPOT CREDIT SE | BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/ | 374648 | 5/22/2025 | 183.66 |
| HOME DEPOT CREDIT SE | BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/ | 374648 | 5/22/2025 | 102.82 |
| MARTINEZ, JOSE A. | T&A 90694 REFUND FOR PROJECT BOND 1835 A AV | 374655 | 5/22/2025 | 56,000.00 |
| MASON'S SAW & LAWNMO | SMALL TOOLS FOR WASTEWATER FY25-PW/WW | 374656 | 5/22/2025 | 1,630.56 |
| NATIONAL CITY CAR WA | CAR WASH SERVICES FOR FLEET FEB FY25-PW/EQ | 374659 | 5/22/2025 | 471.50 |
| NATIONAL CITY CAR WA | CAR WASH SERVICES FOR FLEET MARCH FY25-PW | 374659 | 5/22/2025 | 287.50 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY25-PW/EQM | 374661 | 5/22/2025 | (10.86) |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY25-PW/EQM | 374661 | 5/22/2025 | 10.37 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY25-PW/EQM | 374661 | 5/22/2025 | 10.86 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY25-PW/EQM | 374661 | 5/22/2025 | 210.26 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY25-PW/EQM | 374661 | 5/22/2025 | 186.17 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY25-PW/EQM | 374661 | 5/22/2025 | 32.61 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY25-PW/EQM | 374661 | 5/22/2025 | 67.41 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY25-PW/EQM | 374661 | 5/22/2025 | 172.62 |
| PACIFIC STATES PETRO | HYDRAULIC OIL, ENGINE OIL FY25-PW/EQM | 374665 | 5/22/2025 | 3,079.29 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374666 | 5/22/2025 | (421.30) |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374666 | 5/22/2025 | 73.02 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374666 | 5/22/2025 | 104.17 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374666 | 5/22/2025 | 73.02 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374666 | 5/22/2025 | 62.89 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374666 | 5/22/2025 | 48.42 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374666 | 5/22/2025 | 66.58 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374667 | 5/22/2025 | 44.94 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374667 | 5/22/2025 | 31.16 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374668 | 5/22/2025 | 56.07 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374668 | 5/22/2025 | 196.55 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374669 | 5/22/2025 | 41.56 |

# Warrant Register #47
## 5/16/2025 to 5/22/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374669 | 5/22/2025 | 28.01 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374669 | 5/22/2025 | 8.13 |
| POWERSTRIDE BATTERY | MOP 67839 AUTO BATTERIES FY25-PW/EQM | 374670 | 5/22/2025 | 106.12 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/STS | 374672 | 5/22/2025 | 141.81 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/STS | 374672 | 5/22/2025 | 389.58 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/STS | 374672 | 5/22/2025 | 60.66 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/FAC | 374672 | 5/22/2025 | 76.09 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/FAC | 374672 | 5/22/2025 | 142.85 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/STS | 374672 | 5/22/2025 | 42.36 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/STS | 374672 | 5/22/2025 | 142.78 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/FAC | 374672 | 5/22/2025 | 50.19 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/FAC | 374672 | 5/22/2025 | 57.97 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/FAC | 374672 | 5/22/2025 | 88.00 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/FAC | 374672 | 5/22/2025 | 43.42 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/FAC | 374672 | 5/22/2025 | 59.48 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/FAC | 374672 | 5/22/2025 | 172.15 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/WW | 374672 | 5/22/2025 | 229.89 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/FAC | 374672 | 5/22/2025 | 41.66 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/WW | 374673 | 5/22/2025 | 52.94 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/STS | 374673 | 5/22/2025 | 120.73 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/WW | 374673 | 5/22/2025 | 52.94 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/STS | 374673 | 5/22/2025 | 113.84 |
| RDO EQUIPMENT CO | EXTRA KEYS FOR NEW TRACTOR FY25-PW/EQM | 374675 | 5/22/2025 | 102.70 |
| SAM'S ALIGNMENT | WHEEL ALIGNMENT SERVICES FY25-PW/EQM | 374678 | 5/22/2025 | 400.00 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS MAY FY25-PW/S | 374679 | 5/22/2025 | 26.09 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS MAY FY25-PW/S | 374679 | 5/22/2025 | 11.45 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS MAY FY25-PW/S | 374679 | 5/22/2025 | 37.73 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS MAY FY25-PW/S | 374679 | 5/22/2025 | 89.12 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR WASTEWATER MAY FY25- | 374680 | 5/22/2025 | 1,488.65 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS MAY FY25-PW/S | 374680 | 5/22/2025 | 38,811.91 |
| SEDANO FORD OF LM, I | R&M CITY VEHICLES FY25-PW/EQM | 374684 | 5/22/2025 | 5.61 |
| SEDANO FORD OF LM, I | R&M CITY VEHICLES FY25-PW/EQM | 374684 | 5/22/2025 | 113.08 |
| SEDANO FORD OF LM, I | R&M CITY VEHICLES FY25-PW/EQM | 374684 | 5/22/2025 | 581.83 |
| SOLANA CENTER FOR | SB 1383 COMPLIANCE SUPPORT SERVICES | 374689 | 5/22/2025 | 6,046.37 |
| SOUTHWEST SIGNAL SER | INTERSECTION MAINTENANCE FY25-PW/STS | 374690 | 5/22/2025 | 4,392.72 |
| SOUTHWEST SIGNAL SER | INTERSECTION MAINTENANCE FY25-PW/STS | 374690 | 5/22/2025 | 31,924.33 |
| STAPLES BUSINESS ADV | MOP 45704 OFFICE SUPPLIES FY25-PW/ENG | 374691 | 5/22/2025 | 32.60 |
| STAPLES BUSINESS ADV | MOP 45704 OFFICE SUPPLIES FY25-PW/ENG | 374691 | 5/22/2025 | 40.29 |
| STAPLES BUSINESS ADV | MOP 45704 OFFICE SUPPLIES FY25-PW/ENG | 374691 | 5/22/2025 | 335.99 |
| STAPLES BUSINESS ADV | MOP 45704 OFFICE SUPPLIES FY25-PW/ENG | 374691 | 5/22/2025 | 275.13 |
| SUNBELT RENTALS, INC | AUGER RENTAL FOR PARKS FY25-PW/PARKS | 374692 | 5/22/2025 | 145.74 |

# Warrant Register #47
## 5/16/2025 to 5/22/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| SUNROAD AUTO LLC | PURCHASE OF FORD POLICE UTILITY INTERCEPTO | 374693 | 5/22/2025 | 53,694.13 |
| SWEETWATER AUTHORITY | WATER BILL FOR WW MAR-APR FY25-PW/WW | 374694 | 5/22/2025 | 138.62 |
| SWEETWATER AUTHORITY | WATER BILL FOR WW MAR-APR FY25-PW/WW | 374694 | 5/22/2025 | 138.62 |
| VELOCITY TRUCK CENTE | ENGINE AND TRANSMISSION PARTS FOR FY25-PW/ | 374699 | 5/22/2025 | 80.46 |
| VELOCITY TRUCK CENTE | ENGINE AND TRANSMISSION PARTS FOR FY25-PW/ | 374699 | 5/22/2025 | 84.81 |
| VELOCITY TRUCK CENTE | ENGINE AND TRANSMISSION PARTS FOR FY25-PW/ | 374699 | 5/22/2025 | 64.64 |
| VORTEX INDUSTRIES IN | CITY WIDE ON SITE REPAIRS FY25-PW/FAC | 374700 | 5/22/2025 | 10,821.39 |
| VORTEX INDUSTRIES IN | CITY WIDE ON SITE REPAIRS FY25-PW/FAC | 374700 | 5/22/2025 | 995.59 |
| VULCAN MATERIALS COM | ASPHALT & ROCK MATERIALS FOR FY25-PW/STS | 374701 | 5/22/2025 | 614.18 |
| VULCAN MATERIALS COM | ASPHALT & ROCK MATERIALS FOR FY25-PW/STS | 374701 | 5/22/2025 | 363.98 |
| VULCAN MATERIALS COM | ROADWAY MATERIALS FY25-PW/STS | 374702 | 5/22/2025 | 634.12 |
| | | | **Total for Eng/PW** | **251,412.67** |
| **Finance** | | | | |
| DELTA DENTAL INSURAN | JUNE 2025 GRP #05-7029600002 COBRA DENTAL | 374629 | 5/22/2025 | 17.00 |
| DELTA DENTAL INSURAN | JUNE 2025 GRP #05-7029600000 PMI DENTAL INS | 374630 | 5/22/2025 | 1,358.42 |
| DELTA DENTAL OF CALI | JUNE 2025 GRP #05-908600000 DENTAL INS PREMIE | 374631 | 5/22/2025 | 18,019.30 |
| HEALTH NET INC | GRP #GX011A – JUNE 2025 HEALTH NET INSURANC | 374638 | 5/22/2025 | 37,338.89 |
| HEALTH NET INC | GRP #LB439A – JUNE 2025 HEALTH NET INSURANCE | 374639 | 5/22/2025 | 30,699.39 |
| HEALTH NET INC | GRP #LB439F – JUNE 2025 HEALTH NET INSURANCE | 374640 | 5/22/2025 | 816.26 |
| HEALTH NET INC | GRP #N8240A – JUNE 2025 HEALTH NET INSURANCE | 374641 | 5/22/2025 | 4,240.20 |
| HEALTH NET INC | GRP #R1192A – JUNE 2025 HEALTH NET INSURANCE | 374642 | 5/22/2025 | 65,895.66 |
| HEALTH NET INC | GRP #R1192R – JUNE 2025 HEALTH NET INSURANCE | 374643 | 5/22/2025 | 2,890.41 |
| HEALTH NET INC | GRP #ZI454A – JUNE 2025 HEALTH NET INSURANCE | 374644 | 5/22/2025 | 316.45 |
| HEALTH NET INC | GRP #ZI454F – JUNE 2025 HEALTH NET INSURANCE | 374645 | 5/22/2025 | 9.06 |
| HINDERLITER DE LLAMA | PROPERTY TAX RECORDS REVIEW AN | 374646 | 5/22/2025 | 8,298.30 |
| THE LINCOLN NATIONAL | JUNE 2025 - GRP #415491 LIFE & AD&D, STD, LTD IN | 374697 | 5/22/2025 | 2,701.09 |
| THE LINCOLN NATIONAL | JUNE 2025 - GRP #415491 LIFE & AD&D, STD, LTD IN | 374697 | 5/22/2025 | 1,326.00 |
| THE LINCOLN NATIONAL | JUNE 2025 - GRP #415491 LIFE & AD&D, STD, LTD IN | 374697 | 5/22/2025 | 8,926.62 |
| THE LINCOLN NATIONAL | JUNE 2025 - GRP #415491 LIFE & AD&D, STD, LTD IN | 374697 | 5/22/2025 | 448.04 |
| THE LINCOLN NATIONAL | JUNE 2025 - GRP #415491 LIFE & AD&D, STD, LTD IN | 374697 | 5/22/2025 | (74.66) |
| THE LINCOLN NATIONAL | JUNE 2025 - GRP #415491 LIFE & AD&D, STD, LTD IN | 374697 | 5/22/2025 | 4,494.76 |
| WILDAN FINANCIAL SRV | COST ALLOCATION PLAN AND USER FEE STUDY | 374704 | 5/22/2025 | 1,275.00 |
| WOODRUFF & SMART | RSWA - GENERAL MANAGER MONTHLY INVOICE M | 374705 | 5/22/2025 | 4,750.00 |
| WOODRUFF & SMART | RSWA - LEGAL SERVICES - MAY 2025 | 374706 | 5/22/2025 | 2,500.00 |
| | | | **Total for Finance** | **196,246.19** |
| **Fire** | | | | |
| AP TRITON, LLC | EVALUATE AND OPTIMIZE THE EMERGENCY MEDIC | 374615 | 5/22/2025 | 5,125.00 |
| DANNLEY-JOHNSTON, BO | PARAMEDIC TRAINING CLASS REIMBURSEMENT, PF | 374628 | 5/22/2025 | 125.00 |
| FIRE ETC | HELMET, REPLACEMT HELMET PARTS & DTERGNT I | 374632 | 5/22/2025 | 495.90 |
| FIRE ETC | MSA CAIRNS 880 STRUCTURE HELMET | 374632 | 5/22/2025 | 495.90 |
| MATLOCK, JASEN | TRAVEL EXPNSE REIMBRMT, BOISE RADIO TECH PF | 374657 | 5/22/2025 | 395.96 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| ON DUTY HEALTH, PLLC | ANNUAL FIREFIGHTER HEALTH & FITNESS ASSESSI | 374663 | 5/22/2025 | 1,911.00 |
| ON DUTY HEALTH, PLLC | ANNUAL FIREFIGHTER HEALTH & FITNESS ASSESSI | 374663 | 5/22/2025 | 55,898.31 |
| OSUNA, ADOLFO | REIMBRSMT, EMT-B EXPENSS EMT LICENSE RENEV | 374664 | 5/22/2025 | 222.50 |
| PRECISION, TRAINING | CA STATE FIRE MARSHAL FIRE STATION 34 PRC#T3 | 374671 | 5/22/2025 | 5,250.00 |
| SO CAL PPE, LLC | TURNOUT COAT AND PANTS CLEANING \| MISC REP/ | 374688 | 5/22/2025 | 9,687.75 |
| | | | **Total for Fire** | **79,607.32** |
| **HR** | | | | |
| AETNA BEHAVIORAL HEA | EMPLOYEE ASSISTANCE PROGRAM/JUN25 | 374609 | 5/22/2025 | 825.60 |
| G2SOLUTIONS, INC | NEW EMPLOYEE FINGERPRINT TEST SUBMISSION/A | 374635 | 5/22/2025 | 3.75 |
| | | | **Total for HR** | **829.35** |
| **Library** | | | | |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 20.57 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 22.81 |
| BAKER & TAYLOR | BAKER AND TAYLOR- MITOLOGIA MEXICANA PARA | 374617 | 5/22/2025 | 23.03 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 3 BOOKS | 374617 | 5/22/2025 | 40.02 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 47.91 |
| BAKER & TAYLOR | BAKER AND TAYLOR- THIS IS A LOVE STORY | 374617 | 5/22/2025 | 19.32 |
| BAKER & TAYLOR | BAKER AND TAYLOR- SWAN SONG | 374617 | 5/22/2025 | 19.95 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 22.79 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 25.22 |
| BAKER & TAYLOR | BAKER AND TAYLOR- DANES MARK | 374617 | 5/22/2025 | 28.51 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 3 BOOKS | 374617 | 5/22/2025 | 28.61 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 37.36 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 4 BOOKS | 374617 | 5/22/2025 | 45.43 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 4 BOOKS | 374617 | 5/22/2025 | 71.06 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 22 BOOKS | 374617 | 5/22/2025 | 263.02 |
| BAKER & TAYLOR | BAKER AND TAYLOR-2 BOOKS | 374617 | 5/22/2025 | 21.54 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 4 BOOKS | 374617 | 5/22/2025 | 40.48 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 28.21 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 5 BOOKS | 374617 | 5/22/2025 | 76.55 |
| BAKER & TAYLOR | BAKER AND TAYLOR- NIGHT IN THE CITY | 374617 | 5/22/2025 | 19.31 |
| BAKER & TAYLOR | BAKER AND TAYLOR- SIMPLE PATH TO WEALTH YO | 374617 | 5/22/2025 | 19.95 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 22.21 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 41.17 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 41.18 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 42.44 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374617 | 5/22/2025 | 89.41 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 6 BOOKS | 374617 | 5/22/2025 | 94.83 |
| BAKER & TAYLOR | BAKER AND TAYLOR, 6 BOOKS | 374617 | 5/22/2025 | 114.41 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 7 BOOKS | 374617 | 5/22/2025 | 138.86 |
| BAKER & TAYLOR | BAKER AND TAYLOR, 9 BOOKS | 374617 | 5/22/2025 | 165.83 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| BAKER & TAYLOR | BAKER AND TAYLOR- LA NINA QUE PENSABA EN IM | 374618 | 5/22/2025 | 12.07 |
| BAKER & TAYLOR | BAKER AND TAYLOR- SECRET GARDEN | 374618 | 5/22/2025 | 14.80 |
| BAKER & TAYLOR | BAKER AND TAYLOR- ROCKET BEAMS LUNAR DREA | 374618 | 5/22/2025 | 17.53 |
| BAKER & TAYLOR | BAKER AND TAYLOR- ROOM ON THE BROOM | 374618 | 5/22/2025 | 17.53 |
| BAKER & TAYLOR | BAKER AND TAYLOR- TOO MANY HUGS A BOOK AB | 374618 | 5/22/2025 | 18.62 |
| BAKER & TAYLOR | BAKER AND TAYLOR- MARIOS BIG ADVENTURES | 374618 | 5/22/2025 | 6.17 |
| BAKER & TAYLOR | BAKER AND TAYLOR- VERY STRANGE ANIMALS | 374618 | 5/22/2025 | 8.14 |
| BAKER & TAYLOR | BAKER AND TAYLOR- LA EXPLOSION | 374618 | 5/22/2025 | 12.95 |
| BAKER & TAYLOR | BAKER AND TAYLOR- WILD SIDE | 374618 | 5/22/2025 | 14.07 |
| BAKER & TAYLOR | BAKER AND TAYLOR- WILL THE PIGEON | 374618 | 5/22/2025 | 16.67 |
| BAKER & TAYLOR | BAKER AND TAYLOR- ARE YOU AFRAID OF THE DAF | 374618 | 5/22/2025 | 16.76 |
| BAKER & TAYLOR | BAKER AND TAYLOR- LIVE AND ART ESSAYS | 374618 | 5/22/2025 | 18.68 |
| BAKER & TAYLOR | BAKER AND TAYLOR- MAYO CLINIC | 374618 | 5/22/2025 | 19.08 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 90 RESPUESTAS A 90 PREGUI | 374618 | 5/22/2025 | 14.05 |
| BAKER & TAYLOR | BAKER AND TAYLOR- BIEN GRACIAS Y USTED | 374618 | 5/22/2025 | 14.71 |
| BAKER & TAYLOR | BAKER AND TAYLOR- POTTY TIME WITH BEAN | 374618 | 5/22/2025 | 6.57 |
| BAKER & TAYLOR | BAKER AND TAYLOR-SONIC THE HEDGEHOG SONIC | 374618 | 5/22/2025 | 8.80 |
| BAKER & TAYLOR | BAKER AND TAYLOR- HELLO KITTY AND FRIENDS C | 374618 | 5/22/2025 | 13.64 |
| BAKER & TAYLOR | BAKER AND TAYLOR- SCAMP | 374618 | 5/22/2025 | 17.53 |
| BAKER & TAYLOR | BAKER AND TAYLOR- LA CHARLA THE TALK | 374618 | 5/22/2025 | 18.41 |
| BIBLIOTHECA LLC | BIBLIOTHECA SUBSCRIPTION RENEWAL | 374619 | 5/22/2025 | 14,470.81 |
| LIBRARY PASS, INC | RFW- LIBRARY PASS- COMICS PLUS SUBSCRIPTION | 374651 | 5/22/2025 | 900.00 |
| MANGO LANGUAGES | RFW- MANGO LANG. SUBSCRIPTION RENEWAL | 374653 | 5/22/2025 | 4,883.90 |
| SERRA COOPERATIVE LI | SERRA COOPERATIVE- RFW SUBSCRIPTION RENEV | 374685 | 5/22/2025 | 3,329.00 |
| SIRSIDYNIX | SIRSI DYNIX SUBSCRIPTION- READER'S PRESS AND | 374686 | 5/22/2025 | 1,168.00 |
| | | | **Total for Library** | **26,710.48** |
| **Neigh Svcs** | | | | |
| PRUDENTIAL OVERALL S | MOP 45742 LAUDNRY SERVICE | 374673 | 5/22/2025 | 16.73 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICE | 374673 | 5/22/2025 | 16.73 |
| | | | **Total for Neigh Svcs** | **33.46** |
| **Nutrition** | | | | |
| COZZINI BROS., INC. | KNIFE SHARPENING SERVICES FOR FY 25 | 374624 | 5/22/2025 | 69.60 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374695 | 5/22/2025 | 432.92 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374695 | 5/22/2025 | 202.76 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374695 | 5/22/2025 | 13.13 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374695 | 5/22/2025 | 65.45 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374695 | 5/22/2025 | 110.05 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374695 | 5/22/2025 | 268.43 |
| | | | **Total for Nutrition** | **1,162.34** |
| **Police** | | | | |
| ANDERSON, STEVEN C | REIM: SANDERSON - SUPERVISORY COURSE | 374614 | 5/22/2025 | 954.80 |

# Warrant Register #47
## 5/16/2025 to 5/22/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| CYRACOM INTERNATIONA | LANGUAGE LINE FOR DISPATCH FY2025 (APR) | 374626 | 5/22/2025 | 109.20 |
| GOVCONNECTION INC | LENOVO THINKPAD X13 G5 CORE ULTRA 5 125U | 374636 | 5/22/2025 | 11,358.38 |
| HIRSH, KEVIN | REIM: KHIRSH - ICI ROBBERY INVESTIGATIONS | 374647 | 5/22/2025 | 40.00 |
| LAKESHORE MANAGERS | ELECTRIC TRAILER MOVER/CART MOVER FOR WEL | 374649 | 5/22/2025 | 9,076.28 |
| LAKESHORE MANAGERS | ELECTRIC TRAILER MOVER/CART MOVER FOR WEL | 374649 | 5/22/2025 | 650.00 |
| LASER SAVER INC | MOP# 45725 / HP CF258A BLACK TONER OEM/IA TRA | 374650 | 5/22/2025 | 304.39 |
| MARIOTA, RYAN K | REIM: RMARIOTA - BASIC PEER SUPPORT TRAINING | 374654 | 5/22/2025 | 152.30 |
| MAYFIELD, HALEY | REIM: HMAYFIELD ADV. PEER SUPPORT TRAINING | 374658 | 5/22/2025 | 203.11 |
| OMNI PACIFIC | FURNITURE FOR POLICE DEPARTMENT | 374662 | 5/22/2025 | 10,678.42 |
| OMNI PACIFIC | FURNITURE FOR POLICE DEPARTMENT | 374662 | 5/22/2025 | 28,394.35 |
| ROB ANDREW PHOTOGRAP | PHOTOGRAPHER SERVICES | 374676 | 5/22/2025 | 1,500.00 |
| SAN DIEGO MIRAMAR CO | TRAINING TUITION AOT PRC T3257 | 374681 | 5/22/2025 | 46.00 |
| SAN DIEGO POLICE EQU | BALLISTIC VESTS | 374682 | 5/22/2025 | 927.11 |
| TAN, ARIAH | REIM: ATAN - DRUGGED DRIVING INVESTIGATIONS/ | 374696 | 5/22/2025 | 187.80 |
| VARGAS, MARC | REIM: MVARGAS - DRUGGED DRIVING INVESTIGATI | 374698 | 5/22/2025 | 187.80 |
| WADSWORTH, MATTHEW | REIM: MWADSWORTH - LESS LETHAL INSTRUCTOR | 374703 | 5/22/2025 | 87.00 |
| WADSWORTH, MATTHEW | REIM: MWADSWORTH - CHEMICAL AGENT INSTRUC | 374703 | 5/22/2025 | 145.00 |
| | | | **Total for Police** | **65,001.94** |
| **Risk** | | | | |
| CLAIMS MANAGEMENT | MONTHLY RISK MANAGEMENT SERVICES/FEB25 | 374623 | 5/22/2025 | 7,040.00 |
| | | | **Total for Risk** | **7,040.00** |
| | | | **A/P PAYMENTS Total** | **695,714.20** |
| **EFT PAYMENTS** | | | | |
| **Eng/PW** | | | | |
| CHEN RYAN ASSOCIATES | CIP 23-13 24TH ST TRANSIT CENTER | 1000374 | 5/16/2025 | 18,411.19 |
| CIRCUIT TRANSIT INC | SPECIALIZED SERVICES FOR CLEAN MOBILITY | 1000375 | 5/16/2025 | 25,829.65 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY25-PW/FAC | 1000376 | 5/16/2025 | 140.59 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY25-PW/FAC | 1000376 | 5/16/2025 | 185.21 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY25-PW/FAC | 1000376 | 5/16/2025 | 25.01 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY25-PW/FAC | 1000376 | 5/16/2025 | 346.13 |
| HAAKER EQUIPMENT COM | SEWER SUPPLIES/PART FY25-PW/WW | 1000377 | 5/16/2025 | 723.63 |
| INNOVATIVE CONSTRUCT | LAS PALMAS POOL SITE MAINTENANCE AND COORI | 1000378 | 5/16/2025 | 30,677.75 |
| | | | **Total for Eng/PW** | **76,339.16** |
| **Fire** | | | | |
| ACE UNIFORMS & ACCES | CLASS B, CLASS A AND UNIFORM ACCESSORY | 1000372 | 5/16/2025 | 193.45 |
| SMART SOURCE OF CALI | MOP#63845, BUSINESS CARDS R DREW, ESPIRITU, | 1000379 | 5/16/2025 | 130.43 |
| SUN BADGE COMPANY IN | ANTIQUED SILTONE BADGE - DIVISION CHIEF | 1000380 | 5/16/2025 | 159.72 |
| SUN BADGE COMPANY IN | FIRE DEPARTMENT BADGES | 1000380 | 5/16/2025 | 305.70 |
| | | | **Total for Fire** | **789.30** |
| **Neigh Svcs** | | | | |
| SUN BADGE COMPANY IN | 2 BADGES/SUN BADGE CODE ENFORCEMENT | 1000380 | 5/16/2025 | 394.89 |

# Warrant Register #47
## 5/16/2025 to 5/22/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| | | | **Total for Neigh Svcs** | **394.89** |
| **Police** | | | | |
| ACE UNIFORMS & ACCES | UNIFORM AND ACCESSORIES FOR FY25 | 1000373 | 5/16/2025 | 165.30 |
| | | | **Total for Police** | **165.30** |
| | | | **EFT PAYMENTS Total** | **77,688.65** |
| **Payroll** | | | | |
| PY91632 | | | 5/21/2025 | 1,503,552.11 |
| | | | **Payroll Total** | **1,503,552.11** |
| **WIRED PAYMENTS** | | | | |
| **HR** | | | | |
| PAYCHEX BENEFIT TECH | BENETRAC ESR SVCS BASE FEE/MAY2025 | 251350173 | 5/16/2025 | 855.45 |
| | | | **Total for HR** | **855.45** |
| | | | **WIRED PAYMENTS Total** | **855.45** |
| | | | **GRAND TOTAL** | **2,277,810.41** |

# AGENDA REPORT

**Department:** **Finance**
**Prepared by:** **Karla Apalategui, Sr. Accounting Assistant**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Warrant Register No. 48 for the Period of 5/23/25 through 5/29/25 in the Amount of $1,181,714.48

**RECOMMENDATION:**
Ratify Warrants Totaling $1,181,714.48

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
Per Government Section Code 37208, below are the payments issued for the period of 5/23/25 – 5/29/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

| Vendor | Check/Wire | Amount | Explanation |
|---|---|---|---|
| Wright Construction | 374871 | 238,075.03 | CIP 19-11 Paradise Creek Water Quality |
| City of San Diego | 374724 | 128,225.20 | Fire & Emergency Medical Dispatch Svcs |
| Bank of America | 2694 | 65,662.00 | 2017 Energy Efficiency Series A Bond |
| Public Emp Retirmnt | 251430135 | 361,086.32 | Service Period 04/29/2025 – 05/12/2025 |

**FINANCIAL STATEMENT:**
Warrant Register Total $1,181,714.48

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

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

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

**ORDINANCE:**
Not Applicable

**EXHIBIT:**
Exhibit A – FY25 Warrant Register No. 48

# Warrant Register #48
## 5/23/2025 to 5/29/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **A/P PAYMENTS** | | | | |
| **Building** | | | | |
| 4LINK NETWORK CONSUL | COLLECT AND TRACK HOME INSPECTION REQUES | 374708 | 5/29/2025 | 200.00 |
| SOLIS, JOSE | REIMBURSTMENT J.SOLIS ICC ONLINE LEARNING S | 374764 | 5/29/2025 | 375.00 |
| STAPLES BUSINESS ADV | MOP 45704 BUILDING OFFICE SUPPLIES | 374769 | 5/29/2025 | 100.76 |
| | | | **Total for Building** | **675.76** |
| **City Atty** | | | | |
| CIVICA LAW GROUP APC | LEGAL SERVICES FOR 819 OLIVE AVE MATTER | 374725 | 5/29/2025 | 29.50 |
| CIVICA LAW GROUP APC | LEGAL SERVICES FOR GENERAL CODE ENFORCEM | 374725 | 5/29/2025 | 678.50 |
| CIVICA LAW GROUP APC | LEGAL SERVICES FOR STARDUST INN MATTER | 374725 | 5/29/2025 | 154.00 |
| CIVICA LAW GROUP APC | LEGAL SERVICES FOR RAMADA MATTER | 374725 | 5/29/2025 | 472.00 |
| CIVICA LAW GROUP APC | LEGAL SERVICES FOR GENERAL CODE MATTER | 374725 | 5/29/2025 | 885.00 |
| | | | **Total for City Atty** | **2,219.00** |
| **City Mgr** | | | | |
| SCI CONSULTING GROUP | TECHNICAL ASSISTANCE AND SUBJECT MATTER E | 374757 | 5/29/2025 | 487.50 |
| STAPLES BUSINESS ADV | MOP#45704-CM YAMANE'S / CMO OFFICE SUPPLIES | 374767 | 5/29/2025 | 69.14 |
| STAPLES BUSINESS ADV | MOP#45704-CM YAMANE'S / CMO OFFICE SUPPLIES | 374767 | 5/29/2025 | 36.03 |
| STAPLES BUSINESS ADV | CM YAMANES EXPO PENS /CMO WHITE COPY PAP | 374767 | 5/29/2025 | 12.69 |
| STAPLES BUSINESS ADV | CM YAMANES EXPO PENS /CMO WHITE COPY PAP | 374767 | 5/29/2025 | 171.84 |
| STAPLES BUSINESS ADV | MOP# 45704 - CMO OFFICE SUPPLIES | 374767 | 5/29/2025 | 247.03 |
| STAPLES BUSINESS ADV | MOP#45704 -CMO OFFICE SPLY COUNCIL AGENDA | 374767 | 5/29/2025 | 159.60 |
| | | | **Total for City Mgr** | **1,183.83** |
| **Comm Svcs** | | | | |
| AMAZON CAPITAL SERVI | CASA MUSIC & MLK OFFICE SUPPLIES/AMAZON | 374713 | 5/29/2025 | 25.00 |
| AMAZON CAPITAL SERVI | CASA MUSIC & MLK OFFICE SUPPLIES/AMAZON | 374713 | 5/29/2025 | 340.31 |
| AMAZON CAPITAL SERVI | CASA MUSIC & MLK OFFICE SUPPLIES/AMAZON/CS | 374713 | 5/29/2025 | 24.62 |
| AMAZON CAPITAL SERVI | MLK OFFICE SUPPLIES/CSD | 374713 | 5/29/2025 | 57.49 |
| AMAZON CAPITAL SERVI | MEDICAL SUPPLIES/CSD | 374713 | 5/29/2025 | 65.20 |
| AMAZON CAPITAL SERVI | FRINGE BACKDROP BALLOONS DANCE SHOWCAS | 374713 | 5/29/2025 | 44.25 |
| AMAZON CAPITAL SERVI | FAB PROGRAM DANCE SUPPLIES/CSD | 374713 | 5/29/2025 | 161.86 |
| PEIRCE, DENISSE | RFW-CONTRACT INSTRUCTOR MONTHLY PAYMEN | 374750 | 5/29/2025 | 304.50 |
| SMART & FINAL | MOP 45756 MLK PROGRAMMING/CSD | 374761 | 5/29/2025 | 5.42 |
| SMART & FINAL | MOP 45756 FAB PROGRAMMING SUPPLIES/CSD | 374761 | 5/29/2025 | 316.84 |
| T'S & SIGNS INC | NC MOVIE NIGHTS MARKETING SIGNS/CSD | 374773 | 5/29/2025 | 304.50 |
| | | | **Total for Comm Svcs** | **1,649.99** |
| **Council** | | | | |
| DEKRA-LITE INDUSTRIE | BANR INST STKR FOR SPELLING MISTAKES | 374729 | 5/29/2025 | 300.15 |
| DEKRA-LITE INDUSTRIE | BANR INST STKR FOR SPELLING MISTAKES | 374729 | 5/29/2025 | 200.00 |
| ENTERPRISE RENT A CA | RENT A CAR FOR MARCUS BUSH AUSTIN TEXAS C | 374732 | 5/29/2025 | 258.29 |
| STAPLES BUSINESS ADV | MOP#45704 - COUNCIL COFFEE FOR COUNCIL MEE | 374767 | 5/29/2025 | 33.92 |
| STAPLES BUSINESS ADV | MOP#45704 - COUNCIL COFFEE FOR COUNCIL MEE | 374767 | 5/29/2025 | 33.92 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| STAPLES BUSINESS ADV | MOP#45704 - COUNCIL COFFEE FOR COUNCIL MEE | 374767 | 5/29/2025 | 33.92 |
| STAPLES BUSINESS ADV | MOP#45704 - COUNCIL COFFEE FOR COUNCIL MEE | 374767 | 5/29/2025 | 33.92 |
| STAPLES BUSINESS ADV | MOP#45704 - REFUND ITEM MV EASEL 4 LEG EZ-C | 374767 | 5/29/2025 | (196.19) |
| | | | **Total for Council** | **697.93** |
| **Eng/PW** | | | | |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374707 | 5/29/2025 | 183.18 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374707 | 5/29/2025 | 1,880.10 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374707 | 5/29/2025 | 514.00 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374707 | 5/29/2025 | 2,297.90 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374707 | 5/29/2025 | 183.18 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374707 | 5/29/2025 | 4,774.57 |
| 24 HOUR ELEVATOR INC | CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC | 374707 | 5/29/2025 | 942.75 |
| ACME SAFETY & SUPPLY | STREET SIGN SUPPLIES FY25-PW/STS | 374709 | 5/29/2025 | 460.95 |
| ALIGNMENT EXPRESS OF | BRAKE JOB VEH #034 FY25-PW/EQM | 374711 | 5/29/2025 | 2,306.44 |
| ANSER ADVISORY MANAG | WASTEWATER MANAGEMENT SUPPORT SWEETW | 374715 | 5/29/2025 | 41,379.00 |
| ASBURY ENVIRONMENTAL | USED OIL PICK UP FY25-PW/EQM | 374716 | 5/29/2025 | 137.00 |
| DANIELS TIRE SERVICE | BPO: TIRES FOR CITY FLEET FY25-PW/EQM | 374727 | 5/29/2025 | 48.19 |
| DANIELS TIRE SERVICE | BPO: TIRES FOR CITY FLEET FY25-PW/EQM | 374727 | 5/29/2025 | 314.78 |
| DANIELS TIRE SERVICE | BPO: TIRES FOR CITY FLEET FY25-PW/EQM | 374727 | 5/29/2025 | 612.90 |
| FLEET SERVICES INC | MOP 67804 AUTO SUPPLIES FY25-PW/EQM | 374734 | 5/29/2025 | 157.70 |
| HOME DEPOT CREDIT SE | MISC PARK MAINTENANCE SUPPLIES FOR FY25-PV | 374735 | 5/29/2025 | 128.33 |
| KIMBALL MIDWEST | AUTO SUPPLIES FY25-PW/EQM | 374737 | 5/29/2025 | 304.46 |
| KIMLEY HORN AND | CIP 21-28 PARADISE WETLAND | 374738 | 5/29/2025 | 4,537.19 |
| MASON'S SAW & LAWNMO | MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARK | 374742 | 5/29/2025 | 460.09 |
| MASON'S SAW & LAWNMO | LEAF BLOWER FOR STREETS FY25-PW/STS | 374742 | 5/29/2025 | 22.50 |
| MASON'S SAW & LAWNMO | LEAF BLOWER FOR STREETS FY25-PW/STS | 374742 | 5/29/2025 | 703.61 |
| MEGLA MANUFACTURING | ADAPTER FOR VEH #090/#078 FY25-PW/EQM | 374743 | 5/29/2025 | 1,465.00 |
| NV5 INC | E 16TH ST. CONTRACT SERVICES | 374745 | 5/29/2025 | 64.38 |
| NV5 INC | VALLEY RD. & ALAMEDA WAY MEDIA 3 PERMIT SEF | 374745 | 5/29/2025 | 625.71 |
| NV5 INC | P1 SEWER UPSIZING TRAFFIC CONTROL PLAN CHI | 374745 | 5/29/2025 | 51.50 |
| NV5 INC | CROWN CASTLE PERMITS E 14TH ST & PALM AVE. | 374745 | 5/29/2025 | 1,704.63 |
| NV5 INC | NC GIS WEBSERVER CONSULTING SERVICES | 374745 | 5/29/2025 | 169.95 |
| PACIFIC STATES PETRO | HYDRAULIC OIL, ENGINE OIL FY25-PW/EQM | 374746 | 5/29/2025 | 964.39 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374747 | 5/29/2025 | 4.14 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374747 | 5/29/2025 | 13.49 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374747 | 5/29/2025 | 15.77 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374747 | 5/29/2025 | 168.22 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374747 | 5/29/2025 | 51.43 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 374748 | 5/29/2025 | 89.22 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/FAC | 374752 | 5/29/2025 | 22.50 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS | 374752 | 5/29/2025 | 25.19 |

# Warrant Register #48
## 5/23/2025 to 5/29/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/STS | 374752 | 5/29/2025 | 302.33 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/STS | 374752 | 5/29/2025 | 179.69 |
| PROJECT PROFESSIONAL | CIP 19-11 AMENDMENT 1 FOR PARADISE CREEK W | 374753 | 5/29/2025 | 5,253.05 |
| PROJECT PROFESSIONAL | CIP 19-11 AMENDMENT 1 FOR PARADISE CREEK W | 374753 | 5/29/2025 | 19,636.95 |
| PROJECT PROFESSIONAL | AMENDMENT # 2 FOR SOLID WASTE ADMINISTRAT | 374753 | 5/29/2025 | 1,192.50 |
| PROJECT PROFESSIONAL | CIP 24-10 - KIMBALL PARK BALLFIELD LIGHTING -AI | 374753 | 5/29/2025 | 9,056.50 |
| PROJECT PROFESSIONAL | CIP 19-11 AMENDMENT 1 FOR PARADISE CREEK W | 374753 | 5/29/2025 | 16,203.00 |
| PROJECT PROFESSIONAL | AMENDMENT # 2 FOR SOLID WASTE ADMINISTRAT | 374753 | 5/29/2025 | 1,722.50 |
| PROJECT PROFESSIONAL | RESEARCH CA RAP PERCENTAGE REQUIREMENTS | 374753 | 5/29/2025 | 2,573.25 |
| PROJECT PROFESSIONAL | AMENDMENT # 2 FOR SOLID WASTE ADMINISTRAT | 374753 | 5/29/2025 | 2,650.00 |
| PROJECT PROFESSIONAL | CIP 24-10 - KIMBALL PARK BALLFIELD LIGHTING -AI | 374753 | 5/29/2025 | 11,734.25 |
| PROJECT PROFESSIONAL | CIP 19-11 AMENDMENT 1 FOR PARADISE CREEK W | 374753 | 5/29/2025 | 12,919.75 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/FAC | 374754 | 5/29/2025 | 28.75 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/FAC | 374754 | 5/29/2025 | 45.11 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICE FY25-PW/PARKS | 374754 | 5/29/2025 | 80.16 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/EQM | 374754 | 5/29/2025 | 82.40 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/EQM | 374754 | 5/29/2025 | 82.40 |
| SAN DIEGO HYDRAULICS | MOP 85005 AUTO PARTS FY25-PW/EQM | 374756 | 5/29/2025 | 487.56 |
| SEDANO FORD OF LM, I | R&M CITY VEHICLES FY25-PW/EQM | 374759 | 5/29/2025 | 581.83 |
| SEDANO FORD OF LM, I | R&M CITY VEHICLES FY25-PW/EQM | 374759 | 5/29/2025 | 581.83 |
| SEDANO FORD OF LM, I | MOP 87498 AUTO PART FY25-PW/EQM | 374759 | 5/29/2025 | 273.29 |
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS | 374760 | 5/29/2025 | 70.94 |
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS | 374760 | 5/29/2025 | 48.68 |
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS | 374760 | 5/29/2025 | 153.83 |
| SO CAL TRUCK STOP | MOP 45758 DIESEL FY25-PW/EQM | 374762 | 5/29/2025 | 45.88 |
| SOLANA CENTER FOR | SB 1383 COMPLIANCE SUPPORT SERVICES | 374763 | 5/29/2025 | 9,521.47 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR PARKS FEB-APR FY25-PW/P | 374771 | 5/29/2025 | 119.09 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR PARKS FEB-MAR FY25-PW/P | 374771 | 5/29/2025 | 119.09 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR PARKS MAR-APR FY25-PW/P | 374771 | 5/29/2025 | 138.62 |
| UNITED ROTARY BRUSH | BROOMS FOR STREET SWEEPER-PW/EQM | 374776 | 5/29/2025 | 867.29 |
| VULCAN MATERIALS COM | LATE CHARGE FY25-PW/STS | 374777 | 5/29/2025 | 43.78 |
| WAXIE SANITARY SUPPL | BPO: JANITORIAL SUPPLIES FY25-PW/FAC | 374779 | 5/29/2025 | 2,026.58 |
| WRIGHT CONSTRUCTION, | CIP 19-11 PARADISE CREEK WATER QUALITY | 374781 | 5/29/2025 | 238,075.03 |
| | | | **Total for Eng/PW** | **404,681.72** |
| **Finance** | | | | |
| C A P F | JUNE 2025 - FIRE LTD | 374722 | 5/29/2025 | 1,268.50 |
| CALIFORNIA LAW ENFOR | JUNE 2025 - PD LTD | 374723 | 5/29/2025 | 2,528.00 |
| RELIANCE STANDARD | JUNE 2025 - GRP VAI826233, VCI801146 & VG18084 | 374755 | 5/29/2025 | 7,682.93 |
| | | | **Total for Finance** | **11,479.43** |
| **Fire** | | | | |
| ALLSTAR FIRE EQUIPME | LION CXTM = 21 VERSAPRO PLUC COAT, BLACK | 374712 | 5/29/2025 | 3,474.78 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| AMAZON CAPITAL SERVI | FOLDING CHAIRS & TABLE | 374713 | 5/29/2025 | 147.05 |
| AMAZON CAPITAL SERVI | FOLDING CHAIRS & TABLE | 374713 | 5/29/2025 | 138.64 |
| AMAZON CAPITAL SERVI | FILE FOLDERS, MAGNET CLIPS/AMAZON $57 | 374713 | 5/29/2025 | 56.53 |
| AMEDEE, WALTER | REIMBRSMT, TRAVEL EXPNS CESA CONFERENCE, | 374714 | 5/29/2025 | 1,082.64 |
| AMEDEE, WALTER | MILEAGE REIMBRSMENT, FY2024 HSGP WORKSHC | 374714 | 5/29/2025 | 16.80 |
| CITY OF SAN DIEGO | FIRE & EMERGENCY MEDICAL DISPATCH SERVCS, | 374724 | 5/29/2025 | 128,225.20 |
| KREPPS, BRIAN | REIMBRSMNT PYMT FOR CLASS ATTENDED, CHIEF | 374739 | 5/29/2025 | 200.00 |
| SPEEDPRO IMAGING | GRAPHICS FOR UTILITY VEHICLE | 374766 | 5/29/2025 | 1,222.56 |
| STAPLES BUSINESS ADV | MOP#45704, STPLS 3 TAB FF LTR MANILA 100 PK | 374767 | 5/29/2025 | 47.61 |
| TINOSA INC | QUARTERLY AIR SAMPLING COMPRESSOR SCBA | 374775 | 5/29/2025 | 1,005.00 |
| WITMER PUBLIC SAFETY | EAGLE FRONT HOLDERS | 374780 | 5/29/2025 | 455.22 |
| | | | **Total for Fire** | **136,072.03** |
| **Housing** | | | | |
| NAN MCKAY AND ASSOCI | ADMIN PLAN HOTMA WOKSHOP FOR SEC 8 DEP | 374744 | 5/29/2025 | 282.48 |
| | | | **Total for Housing** | **282.48** |
| **HR** | | | | |
| CONCENTRA MEDICAL CE | PRE-EMPLOYMENT PHYSICAL | 374726 | 5/29/2025 | 155.00 |
| CONCENTRA MEDICAL CE | PRE-EMPLOYMENT PHYSICAL | 374726 | 5/29/2025 | 464.00 |
| CONCENTRA MEDICAL CE | PRE-EMPLOYMENT PHYSICAL | 374726 | 5/29/2025 | 451.00 |
| DEPARTMENT OF JUSTIC | NEW EMPLOYEE FINGERPRINT TEST RESULTS-DO | 374730 | 5/29/2025 | 245.00 |
| DEPASCALE, AARON | ADVCD DISABILITY PENSION PYMT-MAY25(PARTIAI | 374731 | 5/29/2025 | 1,420.93 |
| DEPASCALE, AARON | ADVCD DISABILITY PENSION PYMT/MAY25/DEPASC | 374731 | 5/29/2025 | 2,664.24 |
| DEPASCALE, AARON | ADVANCED DISABILITY PENSION PAYMENT/JUNE 2 | 374731 | 5/29/2025 | 2,664.24 |
| DEPASCALE, AARON | RETIREE HEALTH BENEFITS - MAY 2025 | 374731 | 5/29/2025 | 460.00 |
| FEDEX | TESTING MATERIALS | 374733 | 5/29/2025 | 58.30 |
| LIEBERT CASSIDY WHI | GEN LEGAL SERVICES REGARDING #NA040-00040 | 374741 | 5/29/2025 | 88.00 |
| LIEBERT CASSIDY WHI | GEN LEGAL SERVICES REGARDING #NA040-00001 | 374741 | 5/29/2025 | 616.00 |
| SMART & FINAL | MOP #45756/JOB FAIR SUPPLIES/HR | 374761 | 5/29/2025 | 164.33 |
| SOUTH BAY SHREEDDING | ON-SITE MOBILE DOCUMENT DESTRUCTION/APR2 | 374765 | 5/29/2025 | 74.00 |
| STAPLES BUSINESS ADV | MOP #45704/OFFICE SUPPLIES/HR | 374767 | 5/29/2025 | 288.09 |
| STAPLES BUSINESS ADV | MOP #45704/OFFICE SUPPLIES/HR | 374767 | 5/29/2025 | 15.81 |
| WAITE, MARIA C. | REIMBURSEMENT FOR TRAVEL/PRISM BENEFITS V | 374778 | 5/29/2025 | 159.60 |
| | | | **Total for HR** | **9,988.54** |
| **Library** | | | | |
| BAKER & TAYLOR | BAKER AND TAYLOR- LITTLE OWL DISCOVER AN A | 374718 | 5/29/2025 | 9.86 |
| BAKER & TAYLOR | BAKER AND TAYLOR- EL EQUIPO DE REIKOS TEAM | 374718 | 5/29/2025 | 10.12 |
| BAKER & TAYLOR | BAKER AND TAYLOR- EL PAIS DEL ATARDECER DC | 374718 | 5/29/2025 | 16.68 |
| BAKER & TAYLOR | BAKER AND TAYLOR- I SURVIVED II | 374718 | 5/29/2025 | 16.76 |
| BAKER & TAYLOR | BAKER AND TAYLOR- BOCHICA | 374718 | 5/29/2025 | 18.67 |
| BAKER & TAYLOR | BAKER AND TAYLOR- METALLIC REALMS | 374718 | 5/29/2025 | 19.31 |
| BAKER & TAYLOR | BAKER AND TAYLOR- BUSYBODY BOOK CLUB | 374718 | 5/29/2025 | 19.95 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374718 | 5/29/2025 | 28.43 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374718 | 5/29/2025 | 28.80 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374718 | 5/29/2025 | 30.97 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374718 | 5/29/2025 | 36.71 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 3 BOOKS | 374718 | 5/29/2025 | 36.82 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374718 | 5/29/2025 | 40.00 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374718 | 5/29/2025 | 41.17 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374718 | 5/29/2025 | 45.94 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 3 BOOKS | 374718 | 5/29/2025 | 47.93 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 4 BOOKS | 374718 | 5/29/2025 | 53.76 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 10 BOOKS | 374718 | 5/29/2025 | 125.98 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 22 BOOKS | 374718 | 5/29/2025 | 299.12 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 24 BOOKS | 374718 | 5/29/2025 | 380.91 |
| BAKER & TAYLOR | BAKER AND TAYLOR- CIRCULAR MOTION | 374718 | 5/29/2025 | 18.68 |
| BAKER & TAYLOR | BAKER AND TAYLOR- BROOK SHIELDS IS NOT ALL | 374718 | 5/29/2025 | 19.94 |
| BAKER & TAYLOR | BAKER AND TAYLOR- FUNNY BECAUSE ITS TRUE H | 374718 | 5/29/2025 | 19.95 |
| BAKER & TAYLOR | BAKER AND TAYLOR- PRESUMED GUILTY | 374718 | 5/29/2025 | 19.95 |
| BAKER & TAYLOR | BAKER AND TAYLOR- MARTHA'S VINEYARD BEAC H | 374718 | 5/29/2025 | 23.31 |
| BAKER & TAYLOR | BAKER AND TAYLOR- PRESUMED GUILTY | 374718 | 5/29/2025 | 35.23 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 374718 | 5/29/2025 | 40.33 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 3 BOOKS | 374718 | 5/29/2025 | 56.69 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 3 BOOKS | 374718 | 5/29/2025 | 60.69 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 9 BOOKS | 374718 | 5/29/2025 | 176.41 |
| BAKER & TAYLOR | BAKER AND TAYLOR- WHO IS SHMEI ONTANI | 374719 | 5/29/2025 | 6.17 |
| | | | **Total for Library** | **1,785.24** |
| **Neigh Svcs** | | | | |
| AMAZON CAPITAL SERVI | EARPIECE FOR RADIO/AMAZON | 374713 | 5/29/2025 | 19.53 |
| STAPLES BUSINESS ADV | MOP 45704 OFFICE SUPPLIES | 374767 | 5/29/2025 | 326.24 |
| STAPLES BUSINESS ADV | MOP 45704 OFFICE SUPPLIES | 374767 | 5/29/2025 | 326.24 |
| THE SHERWIN WILLIAMS | MOP 77816 PAINT SUPPLIES | 374774 | 5/29/2025 | 414.54 |
| | | | **Total for Neigh Svcs** | **1,086.55** |
| **Nutrition** | | | | |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374710 | 5/29/2025 | 93.50 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374710 | 5/29/2025 | 700.20 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374710 | 5/29/2025 | 1,033.93 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374710 | 5/29/2025 | 2,781.68 |
| SDG&E | GAS SERVICES FOR FY25 | 374758 | 5/29/2025 | 424.46 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374772 | 5/29/2025 | 258.50 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374772 | 5/29/2025 | 3,463.41 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374772 | 5/29/2025 | 3,271.83 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 374772 | 5/29/2025 | 56.44 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| | | | **Total for Nutrition** | **12,083.95** |
| **Planning** | | | | |
| STAPLES BUSINESS ADV | MOP 45704 PLANNING OFFICE SUPPLIES | 374768 | 5/29/2025 | 123.63 |
| STAPLES BUSINESS ADV | MOP 45704 PLANNING OFFICE SUPPLIES | 374770 | 5/29/2025 | 272.27 |
| | | | **Total for Planning** | **395.90** |
| **Police** | | | | |
| BADGE FRAME INC | K-9 LEGACY PERPETUAL PLAQUE | 374717 | 5/29/2025 | 780.54 |
| BARRAGAN, JOSE | REIM: ADVANCED OFFICER TRAINING | 374721 | 5/29/2025 | 110.54 |
| LASER SAVER INC | MOP# 45725 BLK, CYAN, MAG, YEL FOR DISPATCH | 374740 | 5/29/2025 | 325.98 |
| LASER SAVER INC | MOP# 45725 HP 3001DW W1380X BLACK TONER OE | 374740 | 5/29/2025 | 163.07 |
| LASER SAVER INC | MOP# 45725 HP 3001DW W1380X BLK TONER OEM | 374740 | 5/29/2025 | 163.07 |
| PC SPECIALISTS INC | MISC MIS EQUIPMENT / PD | 374749 | 5/29/2025 | 83.06 |
| PEPPERBALL | PEPPERBALL FILL SYSTEM | 374751 | 5/29/2025 | 1,836.00 |
| PEPPERBALL | PEPPERBALL FILL SYSTEM | 374751 | 5/29/2025 | 54.00 |
| STAPLES BUSINESS ADV | MOP# 45704 / HANGING FILE FOLDERS / PD ADMIN | 374767 | 5/29/2025 | 46.72 |
| | | | **Total for Police** | **3,562.98** |
| | | | **A/P PAYMENTS Total** | **587,845.33** |
| **EFT PAYMENTS** | | | | |
| **City Atty** | | | | |
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR THE PORT OF SD | 1000382 | 5/23/2025 | 4,113.44 |
| | | | **Total for City Atty** | **4,113.44** |
| **City Mgr** | | | | |
| NATIONAL CITY TROPHY | CUSTOM I LOVE NC PINS FOR MAYOR | 1000386 | 5/23/2025 | 2,153.25 |
| | | | **Total for City Mgr** | **2,153.25** |
| **Comm Svcs** | | | | |
| ACE UNIFORMS & ACCES | ACE UNIFORMS CODE CORDOVA | 1000381 | 5/23/2025 | 429.55 |
| | | | **Total for Comm Svcs** | **429.55** |
| **Council** | | | | |
| ACE UNIFORMS & ACCES | REPLACEMENT DITAS JACKET FOR NOVEMBER OF | 1000381 | 5/23/2025 | 150.85 |
| | | | **Total for Council** | **150.85** |
| **Eng/PW** | | | | |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY25-PW/FAC | 1000383 | 5/23/2025 | 33.43 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY25-PW/FAC | 1000383 | 5/23/2025 | 463.57 |
| T MAN TRAFFIC SUPPLY | MOP 76666 TRAFFIC SIGN SUPPLIES FY25-PW/STS | 1000387 | 5/23/2025 | 467.16 |
| T MAN TRAFFIC SUPPLY | MOP 76666 TRAFFIC SUPPLIES FY25-PW/STS | 1000387 | 5/23/2025 | 292.22 |
| T MAN TRAFFIC SUPPLY | MOP 76666 TRAFFIC SUPPLIES FY25-PW/STS | 1000387 | 5/23/2025 | 292.22 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES FY25-PW/STS | 1000388 | 5/23/2025 | 433.78 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES FY25-PW/STS | 1000388 | 5/23/2025 | 490.46 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES FY25-PW/STS | 1000388 | 5/23/2025 | 178.68 |
| WETMORES | MOP 80333 AUTO SUPPLIES FY25-PW/EQM | 1000389 | 5/23/2025 | (135.94) |
| WETMORES | MOP 80333 AUTO SUPPLIES FY25-PW/EQM | 1000389 | 5/23/2025 | 106.53 |

# Warrant Register #48
## 5/23/2025 to 5/29/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| WETMORES | MOP 80333 AUTO SUPPLIES FY25-PW/EQM | 1000389 | 5/23/2025 | 57.79 |
| WETMORES | MOP 80333 AUTO SUPPLIES FY25-PW/EQM | 1000389 | 5/23/2025 | 182.00 |
| | | | **Total for Eng/PW** | **2,861.90** |
| **Fire** | | | | |
| ACE UNIFORMS & ACCES | CLASS B, CLASS A AND UNIFORM ACCESSORY | 1000381 | 5/23/2025 | (377.07) |
| ACE UNIFORMS & ACCES | CLASS B, CLASS A AND UNIFORM ACCESSORY | 1000381 | 5/23/2025 | (532.51) |
| HAMLYN WILLIAMS INC | TEMP SOA, NARDYEZDA ACOSTA, W/E 06-APR-202 | 1000384 | 5/23/2025 | 817.00 |
| HAMLYN WILLIAMS INC | TEMP SOA, NARDYEZDA ACOSTA, WE 27-APR 2025 | 1000384 | 5/23/2025 | 860.00 |
| HAMLYN WILLIAMS INC | TEMP SOA, NARDYEZDA ACOSTA, W/E 04-MAY2025 | 1000384 | 5/23/2025 | 1,010.50 |
| L N CURTIS & SONS | NOZZLES 1.5 PACKAGE TO REPLACE OUTDATED | 1000385 | 5/23/2025 | 182.97 |
| WILLY'S ELECTRONIC S | MOP#45763, SPLIT LOOM 5%, CUT, VEHICLE OUTFI | 1000390 | 5/23/2025 | 41.36 |
| | | | **Total for Fire** | **2,002.25** |
| **Neigh Svcs** | | | | |
| ACE UNIFORMS & ACCES | BADGE FOR PARKING COHEN/ACE UNIFORMS | 1000381 | 5/23/2025 | 203.65 |
| ACE UNIFORMS & ACCES | JACKET FOR URQUIDEZ/ACE UNIFORMS | 1000381 | 5/23/2025 | 75.41 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES | 1000388 | 5/23/2025 | 450.92 |
| | | | **Total for Neigh Svcs** | **729.98** |
| **Police** | | | | |
| ACE UNIFORMS & ACCES | UNIFORM AND ACCESSORIES FOR FY25 | 1000381 | 5/23/2025 | 150.85 |
| ACE UNIFORMS & ACCES | UNIFORM AND ACCESSORIES FOR FY25 | 1000381 | 5/23/2025 | 77.36 |
| ACE UNIFORMS & ACCES | UNIFORM AND ACCESSORIES FOR FY25 | 1000381 | 5/23/2025 | 105.60 |
| ACE UNIFORMS & ACCES | UNIFORM AND ACCESSORIES FOR FY25 | 1000381 | 5/23/2025 | 467.04 |
| ACE UNIFORMS & ACCES | UNIFORM AND ACCESSORIES FOR FY25 | 1000381 | 5/23/2025 | 181.02 |
| WILLY'S ELECTRONIC S | MOP# 45763 INVESTIGATIONS CONF ROOM WIRE ( | 1000390 | 5/23/2025 | 58.74 |
| | | | **Total for Police** | **1,040.61** |
| | | | **EFT PAYMENTS Total** | **13,481.83** |
| **WIRED PAYMENTS** | | | | |
| **Finance** | | | | |
| BANK OF AMERICA | 2017 ENERGY EFFICIENCY SERIES B BOND PAYME | 2660 | 5/29/2025 | 45,400.00 |
| BANK OF AMERICA | 2017 ENERGY EFFICIENCY SERIES B BOND PAYME | 2660 | 5/29/2025 | 40,341.42 |
| BANK OF AMERICA | 2017 ENERGY EFFICIENCY SERIES A BOND PAYME | 2694 | 5/29/2025 | 65,662.00 |
| BANK OF AMERICA | 2017 ENERGY EFFICIENCY SERIES A BOND PAYME | 2694 | 5/29/2025 | 35,419.44 |
| PUBLIC EMP RETIREMEN | SERVICE PERIOD 04/29/2025 - 05/12/2025 | 251430135 | 5/27/2025 | 361,086.32 |
| U S BANK | CREDIT CARD STATEMENT – MAY 2025 | 251470211 | 5/28/2025 | 32,478.14 |
| | | | **Total for Finance** | **580,387.32** |
| | | | **WIRED PAYMENTS Total** | **580,387.32** |
| | | | **GRAND TOTAL** | **1,181,714.48** |

# AGENDA REPORT

**Department:** **Finance**
**Prepared by:** **Karla Apalategui, Sr. Accounting Assistant**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Warrant Register No. 49 for the Period of 5/30/25 through 6/5/25 in the Amount of $3,907,751.19

**RECOMMENDATION:**
Ratify Warrants Totaling $3,907,751.19

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
Per Government Section Code 37208, below are the payments issued for the period of 5/30/25 – 6/5/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

| Vendor | Check/Wire | Amount | Explanation |
|---|---|---|---|
| Geosyntec Consultant | 374808 | 119,485.00 | Sewer Emergency Services – 2700 Block |
| Rove Engineering | 374835 | 60,633.98 | CIP 24-21 3131 Valley Road Storm Drain |
| Devaney Pate Morris | 1000400 | 234,891.48 | Legal Services / Cummins Matter |

**FINANCIAL STATEMENT:**
Warrant Register Total $3,907,751.19

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

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

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

**ORDINANCE:**
Not Applicable

**EXHIBIT:**
Exhibit A – FY25 Warrant Register No. 49

# Warrant Register #49
## 5/30/2025 to 6/5/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **A/P PAYMENTS** | | | | |
| **Building** | | | | |
| STAPLES BUSINESS ADV | MOP 45704 BUILDING OFFICE SUPPLIES | 374844 | 6/4/2025 | 115.23 |
| | | | **Total for Building** | **115.23** |
| **City Mgr** | | | | |
| KOSMONT & ASSOCIATES | PORT COST SHARING STUDY | 374815 | 6/4/2025 | 12,837.50 |
| MARISA ROSALEZ | REIMBURSEMENT - TRAVEL EXPENSE - ALBUQ | 374820 | 6/4/2025 | 103.86 |
| | | | **Total for City Mgr** | **12,941.36** |
| **Comm Svcs** | | | | |
| AMAZON | AMAZON CREDIT MEMO/CSD | 374794 | 6/4/2025 | (271.86) |
| AMAZON | AMAZON CREDIT MEMO/CSD | 374794 | 6/4/2025 | (26.09) |
| AMAZON | AMAZON CREDIT MEMO/CSD | 374794 | 6/4/2025 | (54.75) |
| AMAZON CAPITAL SERVI | DRUM PEDALS AND AIR FRYER FOR CASA/CSD | 374795 | 6/4/2025 | 204.40 |
| AMAZON CAPITAL SERVI | DRUM PEDALS AND AIR FRYER FOR CASA/CSD | 374795 | 6/4/2025 | 76.11 |
| SMART & FINAL | MOP 45756 FAB PROGRAMMING SUPPLIES/CSD | 374842 | 6/4/2025 | 27.42 |
| STAPLES BUSINESS ADV | MOP 45704 ET/MLK SUPPLIES/CSD | 374843 | 6/4/2025 | 65.23 |
| STAPLES BUSINESS ADV | MOP 45704 DUPLICATING SUPPLIES FOR OFFIC | 374843 | 6/4/2025 | 321.41 |
| | | | **Total for Comm Svcs** | **341.87** |
| **Eng/PW** | | | | |
| DANIELS TIRE SERVICE | BPO: TIRES FOR CITY FLEET FY25-PW/EQM | 374803 | 6/4/2025 | 238.10 |
| GEOSYNTEC CONSULTANT | STEEL PLATE INSTALLATION - LOCATED HIGHL | 374807 | 6/4/2025 | 1,850.00 |
| GEOSYNTEC CONSULTANT | STEEL PLATE INSTALLATION- 16TH AND M AVE | 374807 | 6/4/2025 | 4,000.00 |
| GEOSYNTEC CONSULTANT | CONCRETE BACKFILL OF VOIDS IN CONST ARE | 374807 | 6/4/2025 | 14,375.00 |
| GEOSYNTEC CONSULTANT | FY25 DUCK POND GROUNDWATER MONITORIN | 374807 | 6/4/2025 | 689.25 |
| GEOSYNTEC CONSULTANT | AS-NEEDED HOMELESS ENCAMPMENT CLEANU | 374808 | 6/4/2025 | 5,797.33 |
| GEOSYNTEC CONSULTANT | AS-NEEDED HOMELESS ENCAMPMENT CLEANU | 374808 | 6/4/2025 | 12,400.50 |
| GEOSYNTEC CONSULTANT | FY25 DUCK POND GROUNDWATER MONITORIN | 374808 | 6/4/2025 | 1,401.25 |
| GEOSYNTEC CONSULTANT | NTP- FY25 COMPLIANCE SUPPORT FOR CITY O | 374808 | 6/4/2025 | 2,616.25 |
| GEOSYNTEC CONSULTANT | AS-NEEDED HOMELESS ENCAMPMENT CLEANU | 374808 | 6/4/2025 | 5,217.50 |
| GEOSYNTEC CONSULTANT | SEWER EMERGENCY SERVICES - 2700 BLOCK ( | 374808 | 6/4/2025 | 119,485.00 |
| HOME DEPOT CREDIT SE | BPO: BUILDING MATERIAL SUPPLIES FY25-PW/I | 374810 | 6/4/2025 | 1,500.59 |
| HOME DEPOT CREDIT SE | BPO: BUILDING MATERIAL SUPPLIES FY25-PW/I | 374810 | 6/4/2025 | 40.20 |
| HOME DEPOT CREDIT SE | BPO: BUILDING MATERIAL SUPPLIES FY25-PW/I | 374810 | 6/4/2025 | 568.96 |
| HOME DEPOT CREDIT SE | BPO: BUILDING MATERIAL SUPPLIES FY25-PW/I | 374810 | 6/4/2025 | 238.12 |
| HOME DEPOT CREDIT SE | BPO: BUILDING MATERIAL SUPPLIES FY25-PW/I | 374810 | 6/4/2025 | 429.28 |
| JOAO CARDOSO | CIP 24-23 POLICE WALKWAY WATERPROOFING | 374812 | 6/4/2025 | 1,926.20 |
| LEIGHTON CONSULTING | GEOTECH EXPLORATION FOR KIMBALL BALLFI | 374817 | 6/4/2025 | 6,900.00 |
| MASTER PERFORMANCE | HIGH PRESSURE VALVE FOR WW VEH #090 F25 | 374821 | 6/4/2025 | 722.74 |
| NV5 INC | FOR T&A 90696- 21 W 7TH ST. | 374825 | 6/4/2025 | 4,528.14 |
| NV5 INC | T&A 90710- PACIFIC PLAZA RESIDENCES- E 12T | 374825 | 6/4/2025 | 4,454.75 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY25-PW/EQM | 374826 | 6/4/2025 | 13.18 |

# Warrant Register #49
## 5/30/2025 to 6/5/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY25-PW/EQM | 374826 | 6/4/2025 | 136.63 |
| POWERSTRIDE BATTERY | MOP 67839 AUTO BATTERIES FY25-PW/EQM | 374829 | 6/4/2025 | 106.12 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/PARK | 374830 | 6/4/2025 | 143.55 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/STS | 374830 | 6/4/2025 | 37.66 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/PARK | 374830 | 6/4/2025 | 52.03 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/WW | 374830 | 6/4/2025 | 123.02 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/WW | 374830 | 6/4/2025 | 150.66 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/WW | 374830 | 6/4/2025 | 25.70 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/STS | 374830 | 6/4/2025 | 81.71 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/STS | 374830 | 6/4/2025 | 377.16 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY25-PW/PARK | 374830 | 6/4/2025 | 12.98 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/PARK | 374831 | 6/4/2025 | 80.16 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/WW | 374831 | 6/4/2025 | 52.94 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/EQM | 374831 | 6/4/2025 | 82.40 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY25-PW/PARK | 374831 | 6/4/2025 | 88.65 |
| RAC CONSTRUCTION & | CIP 24-20 16TH AND Q AVE STORM DRAIN REPA | 374832 | 6/4/2025 | 34,418.50 |
| ROVE ENGINEERING INC | CIP 24-21 3131 VALLEY ROAD STORM DRAIN RE | 374835 | 6/4/2025 | 60,633.98 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR FACILITIES MAY FY25- | 374836 | 6/4/2025 | 312.06 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR FACILITIES MAY FY25- | 374836 | 6/4/2025 | 2,708.08 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS MAY FY25 | 374836 | 6/4/2025 | 47.65 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS MAY FY25-P | 374836 | 6/4/2025 | 48.48 |
| SAN DIEGO HYDRAULICS | MOP 85005 AUTO REPAIRS FY25-PW/EQM | 374837 | 6/4/2025 | 453.26 |
| SEDANO FORD OF LM, I | R&M CITY VEHICLES FY25-PW/EQM | 374840 | 6/4/2025 | (507.69) |
| SEDANO FORD OF LM, I | R&M CITY VEHICLES FY25-PW/EQM | 374840 | 6/4/2025 | 265.59 |
| SEDANO FORD OF LM, I | R&M CITY VEHICLES FY25-PW/EQM | 374840 | 6/4/2025 | 79.31 |
| SEDANO FORD OF LM, I | R&M CITY VEHICLES FY25-PW/EQM | 374840 | 6/4/2025 | 519.17 |
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PA | 374841 | 6/4/2025 | 255.71 |
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PA | 374841 | 6/4/2025 | 471.90 |
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PA | 374841 | 6/4/2025 | 476.80 |
| STC TRAFFIC INC | ARDURRA WASTEWATER TAX ROLL UPDATE | 374845 | 6/4/2025 | 1,942.50 |
| TERRA BELLA NURSERY | TREES FOR PARKS | 374847 | 6/4/2025 | 2,745.47 |
| LEE, LETICIA | T&A 90678 REFUND FOR PROJECT 2250 PROSP | 374850 | 6/5/2025 | 309.22 |
| LEE, LETICIA | T&A 90679 REFUND FOR PROJECT BOND 2250 F | 374850 | 6/5/2025 | 10,000.00 |
| | | | **Total for Eng/PW** | **306,123.70** |
| **Finance** | | | | |
| CORNEJO, JAVIER | RETIREE HEALTH BENEFITS - JUNE 2025 | 374782 | 6/2/2025 | 400.00 |
| DEPASCALE, AARON | RETIREE HEALTH BENEFITS - JUNE 2025 | 374783 | 6/2/2025 | 460.00 |
| IBARRA, JOE | RETIREE HEALTH BENEFITS - JUNE 2025 | 374784 | 6/2/2025 | 780.00 |
| MCCABE, TOM | RETIREE HEALTH BENEFITS - JUNE 2025 | 374785 | 6/2/2025 | 280.00 |
| MEEKS, JEFFREY | RETIREE HEALTH BENEFITS - JUNE 2025 | 374786 | 6/2/2025 | 460.00 |
| PIERSON, DARREN P | RETIREE HEALTH BENEFITS - JUNE 2025 | 374787 | 6/2/2025 | 460.00 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| ROARK, LANNY | RETIREE HEALTH BENEFITS - JUNE 2025 | 374788 | 6/2/2025 | 135.00 |
| YBARRA, ANTONIO | RETIREE HEALTH BENEFITS - JUNE 2025 | 374789 | 6/2/2025 | 540.00 |
| STAPLES BUSINESS ADV | MOP #45704 / STAPLER / FIN DEPT | 374843 | 6/4/2025 | 74.61 |
| STAPLES BUSINESS ADV | MOP #45704 /MISC. OFFICE SUPPLIES /FIN DEP | 374843 | 6/4/2025 | 353.27 |
| | | | **Total for Finance** | **3,942.88** |
| **Fire** | | | | |
| BLACK, NICHOLAS J | EDUCATIONAL REIMBRSMT, COMPANY OFFICEI | 374798 | 6/4/2025 | 618.00 |
| BLACK, NICHOLAS J | EDUCATIONAL REIMBRSMT, HAZARDOUS MI CC | 374798 | 6/4/2025 | 593.20 |
| BLACK, NICHOLAS J | EDUCATIONAL REIMBRSMT, COMPANY OFFICEI | 374798 | 6/4/2025 | 976.40 |
| DAY WIRELESS SYSTEMS | RADIO REPAIR | 374804 | 6/4/2025 | 912.00 |
| DAY WIRELESS SYSTEMS | RADIO REPAIR | 374804 | 6/4/2025 | 6.60 |
| DAY WIRELESS SYSTEMS | RADIO REPAIR | 374804 | 6/4/2025 | 420.00 |
| LUCAS, MATTHEW A | REIMBURSMNT, EMT-P EXPENSS RECERT PAR | 374818 | 6/4/2025 | 250.00 |
| MOTOROLA SOLUTIONS I | PORTABLE RADIO BATTERIES | 374823 | 6/4/2025 | 2,086.17 |
| PRUDENTIAL OVERALL S | MOP#45742, 18X18 PURPLE SHOP TOWEL | 374831 | 6/4/2025 | 25.00 |
| ROGUE FITNESS | ROGUE FITNESS EQUIPMENT | 374834 | 6/4/2025 | 1,095.63 |
| ROGUE FITNESS | ROGUE FITNESS EQUIPMENT | 374834 | 6/4/2025 | 244.69 |
| ROGUE FITNESS | ROGUE FITNESS EQUIPMENT | 374834 | 6/4/2025 | 832.13 |
| ROGUE FITNESS | ROGUE FITNESS EQUIPMENT | 374834 | 6/4/2025 | 739.71 |
| ROGUE FITNESS | ROGUE FITNESS EQUIPMENT | 374834 | 6/4/2025 | 361.59 |
| ROGUE FITNESS | ROGUE FITNESS EQUIPMENT | 374834 | 6/4/2025 | 98.15 |
| ROGUE FITNESS | ROGUE FITNESS EQUIPMENT | 374834 | 6/4/2025 | 108.48 |
| ROGUE FITNESS | ROGUE FITNESS EQUIPMENT | 374834 | 6/4/2025 | 484.42 |
| ROGUE FITNESS | ROGUE FITNESS EQUIPMENT | 374834 | 6/4/2025 | 460.40 |
| | | | **Total for Fire** | **10,312.57** |
| **HR** | | | | |
| RALPH ANDERSEN & AS | CONDUCT A COMPENSATION SURVEY/AUG24 | 374833 | 6/4/2025 | 9,000.00 |
| | | | **Total for HR** | **9,000.00** |
| **Library** | | | | |
| AMAZON | LITERACY SERVICES (CLLS) GRANT-MATERIALS | 374794 | 6/4/2025 | 114.84 |
| AMAZON | AMAZON- FOOTREST | 374794 | 6/4/2025 | 29.35 |
| AMAZON | LITERACY SERVICES (CLLS) GRANT-MATERIALS | 374794 | 6/4/2025 | 301.74 |
| AMAZON | AUDIO-VISUAL EQUIPMENT, LIBRARY | 374794 | 6/4/2025 | 1,424.06 |
| AMAZON | AUDIO-VISUAL EQUIPMENT, LIBRARY | 374794 | 6/4/2025 | 656.62 |
| AMAZON | AUDIO-VISUAL EQUIPMENT, LIBRARY | 374794 | 6/4/2025 | 413.25 |
| AMAZON | COMPUTER EQUIPMENT | 374794 | 6/4/2025 | 2,496.85 |
| AMAZON | LITERACY SERVICES (CLLS) GRANT-MATERIALS | 374794 | 6/4/2025 | 134.13 |
| AMAZON | LUNCH AT THE LIBRARY GRANT- SUMMER REA | 374794 | 6/4/2025 | 1,188.19 |
| AMAZON | LUNCH AT THE LIBRARY GRANT- SUMMER REA | 374794 | 6/4/2025 | 921.39 |
| BAKER & TAYLOR | BAKER AND TAYLOR- CUANDO LLEGA EL AHZE | 374797 | 6/4/2025 | 14.71 |
| BAKER & TAYLOR | BAKER AND TAYLOR-REACTIVA TU SISTEMA | 374797 | 6/4/2025 | 16.68 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| BAKER & TAYLOR | BAKER AND TAYLOR- UPON A STARLIT TIDE | 374797 | 6/4/2025 | 19.31 |
| BAKER & TAYLOR | BAKER AND TAYLOR- ONYX STORM | 374797 | 6/4/2025 | 19.94 |
| BAKER & TAYLOR | BAKER AND TAYLOR- MANANA SERA OTRA DIA | 374797 | 6/4/2025 | 19.97 |
| MIDWEST TAPE, LLC | MIDWEST TAPE- 3 DVDS | 374822 | 6/4/2025 | 77.58 |
| | | | **Total for Library** | **7,848.61** |
| **Neigh Svcs** | | | | |
| AMAZON | AMAZON CREDIT MEMO | 374794 | 6/4/2025 | (63.55) |
| CALIFORNIA ASSOCIATI | CACEO MEMBERSHIP OFFICER HUESO | 374799 | 6/4/2025 | 100.00 |
| CALIFORNIA ASSOCIATI | CACEO MEMBERSHIP SORIANO | 374799 | 6/4/2025 | 100.00 |
| CPPA | CMPA WEBINAR PARKING MOATS | 374802 | 6/4/2025 | 25.00 |
| CPPA | CMPA MEMBERSHIP PARKING | 374802 | 6/4/2025 | 250.00 |
| PRO BUILD COMPANY | MOP 45707 PAINT SUPPLIES | 374830 | 6/4/2025 | 431.19 |
| PRO BUILD COMPANY | MOP 45707 PAINT SUPPLIES | 374830 | 6/4/2025 | 432.83 |
| | | | **Total for Neigh Svcs** | **1,275.47** |
| **Nutrition** | | | | |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374792 | 6/4/2025 | 2,093.13 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374792 | 6/4/2025 | 2,452.48 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374792 | 6/4/2025 | 1,245.72 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374792 | 6/4/2025 | 746.94 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374792 | 6/4/2025 | 2,484.90 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374792 | 6/4/2025 | 65.22 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374792 | 6/4/2025 | 967.00 |
| ALL FRESH PRODUCTS | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374793 | 6/4/2025 | 659.85 |
| ALL FRESH PRODUCTS | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374793 | 6/4/2025 | 705.71 |
| ALL FRESH PRODUCTS | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374793 | 6/4/2025 | 665.24 |
| ALL FRESH PRODUCTS | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374793 | 6/4/2025 | 199.96 |
| ALL FRESH PRODUCTS | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374793 | 6/4/2025 | 732.65 |
| PACIFIC REFRIGERATIO | KITCHEN EQUIPMENT SERVICE AND MAINTENA | 374827 | 6/4/2025 | 876.25 |
| SDG&E | ELECTRIC SERVICES FOR FY25 | 374839 | 6/4/2025 | 2,000.78 |
| SDG&E | ELECTRIC SERVICES FOR FY25 | 374839 | 6/4/2025 | 1,937.81 |
| SYSCO SAN DIEGO INC | FOOD/CONSUMABLES AS NEEDED FOR NUTRIT | 374846 | 6/4/2025 | 3,808.95 |
| | | | **Total for Nutrition** | **21,642.59** |
| **Planning** | | | | |
| INTEGRITY NEWSPAPERS | NOTICE OF ZONE CHANGE NOTICE | 374811 | 6/4/2025 | 184.50 |
| KIMLEY HORN AND | ON-CALL PROJECT SUPPORT SERVICES FOR C | 374813 | 6/4/2025 | 1,989.33 |
| KIMLEY HORN AND | ON-CALL PROJECT SUPPORT SERVICES FOR C | 374814 | 6/4/2025 | 8,010.67 |
| | | | **Total for Planning** | **10,184.50** |
| **Police** | | | | |
| ACTION TARGET INC | RANGE TARGET CARRIER REPAIR | 374790 | 6/4/2025 | 1,561.68 |
| AEP CALIFORNIA LLC | PROGRAMING UPDATE FOR VEHICLE EMERGEI | 374791 | 6/4/2025 | 857.00 |
| AT&T | AT&T MONTHLY BILL / LIVE 911 | 374796 | 6/4/2025 | 1,241.50 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| CAVENAUGH & ASSOCIAT | TRAINING TUITION PRC T3346* INVOIC 3196 BF | 374800 | 6/4/2025 | 620.00 |
| CDWG | WI-FI ONLY COMPUTER FOR IT AND RECORDS | 374801 | 6/4/2025 | 2,338.49 |
| CDWG | WI-FI ONLY COMPUTER FOR IT AND RECORDS | 374801 | 6/4/2025 | 15.00 |
| CDWG | LENOVO - INVESTIGATIONS | 374801 | 6/4/2025 | 2,269.23 |
| CDWG | LENOVO - INVESTIGATIONS | 374801 | 6/4/2025 | 15.00 |
| CDWG | INVESTIGATIONS DESKTOP COMPUTERS UPGF | 374801 | 6/4/2025 | 1,923.11 |
| DAY WIRELESS SYSTEMS | DISPATCH RCS REPAIRED | 374804 | 6/4/2025 | 170.00 |
| DEPT OF JUSTICE | DOJ FINGERPRINTING FOR FY25 | 374805 | 6/4/2025 | 296.00 |
| ENDURA, LLC | DISPATCH CHAIRS | 374806 | 6/4/2025 | 5,537.93 |
| GONZALES, ROBERTO R | TRAINING REIMBURSEMENT FOR TRAINING LOI | 374809 | 6/4/2025 | 1,475.78 |
| MAN K9 INC | MONTHLY POST MANDATED K9 TRAINING | 374819 | 6/4/2025 | 1,540.00 |
| MOTOROLA SOLUTIONS I | LAPEL MICS FOR APX6000 RADIOS | 374824 | 6/4/2025 | 119.38 |
| MOTOROLA SOLUTIONS I | LAPEL MICS FOR APX6000 RADIOS | 374824 | 6/4/2025 | 1,228.49 |
| PECK, BENJAMIN | REIM: BPECK - FIELD TRAINING OFFICER | 374828 | 6/4/2025 | 417.00 |
| PRO BUILD COMPANY | MOP# 45707 / COPY KEYS FOR LT. GONZALES / | 374830 | 6/4/2025 | 117.16 |
| SAN DIEGO MIRAMAR CO | TRAINING TUITION FOR ROT AOT PRC T3257 | 374838 | 6/4/2025 | 46.00 |
| STAPLES BUSINESS ADV | MOP# 45704 / VARIOUS OFFICE SUPPLIES / PD | 374843 | 6/4/2025 | 178.23 |
| STAPLES BUSINESS ADV | MOP# 45704 / OFFICE SUPPLIES / PD ADMIN | 374843 | 6/4/2025 | 6.85 |
| STAPLES BUSINESS ADV | MOP# 45704 / OFFICE SUPPLIES / PD ADMIN | 374843 | 6/4/2025 | 78.72 |
| THE COUNSELING TEAM | EMPLOYEE SUPPORT SERVICE FY2025 | 374848 | 6/4/2025 | 375.00 |
| TRITECH FORENSICS I | RFQ #1151 LAB SUPPLIES | 374849 | 6/4/2025 | 1,540.36 |
| | | | **Total for Police** | **23,967.91** |
| | | | **A/P PAYMENTS Total** | **407,696.69** |

## EFT PAYMENTS

**Building**

| | | | | |
|---|---|---|---|---|
| SMART SOURCE OF CALI | MOP 63845 BLDG BUSINESS CARDS | 1000411 | 5/30/2025 | 156.59 |
| | | | **Total for Building** | **156.59** |

**City Atty**

| | | | | |
|---|---|---|---|---|
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR CALI MOTA MATTER | 1000400 | 5/30/2025 | 225.00 |
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR CUMMINS MATTER | 1000400 | 5/30/2025 | 234,891.48 |
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR THE PORT OF SD | 1000400 | 5/30/2025 | 1,650.00 |
| | | | **Total for City Atty** | **236,766.48** |

**City Mgr**

| | | | | |
|---|---|---|---|---|
| SMART SOURCE OF CALI | BUSINESS CARD / BEN MARTINEZ | 1000410 | 5/30/2025 | 73.95 |
| | | | **Total for City Mgr** | **73.95** |

**Council**

| | | | | |
|---|---|---|---|---|
| ACE UNIFORMS & ACCES | YAMANE'S AND ASSISTANT JACKET | 1000391 | 5/30/2025 | 340.49 |
| T'S & SIGNS INC | YAMANES EMBROIDERY LOGO | 1000414 | 5/30/2025 | 10.88 |
| | | | **Total for Council** | **351.37** |

**Eng/PW**

| | | | | |
|---|---|---|---|---|
| CHEN RYAN ASSOCIATES | ON-CALL PROJECT SUPPORT SERVICES FOR S | 1000392 | 5/30/2025 | 3,862.50 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| CHEN RYAN ASSOCIATES | ON-CALL PROJECT SUPPORT SERVICES FOR S | 1000392 | 5/30/2025 | 8,965.00 |
| CHEN RYAN ASSOCIATES | ON-CALL PROJECT SUPPORT SERVICES AT SW | 1000392 | 5/30/2025 | 4,920.00 |
| CHEN RYAN ASSOCIATES | ON-CALL PROJECT SUPPORT SERVICES AT SW | 1000392 | 5/30/2025 | 122.50 |
| CHEN RYAN ASSOCIATES | ON-CALL PROJECT SUPPORT SERVICES SWEE | 1000392 | 5/30/2025 | 1,435.00 |
| CHEN RYAN ASSOCIATES | CIP 23-1 FEASIBILITY STUDY FOR 24TH ST. PED | 1000392 | 5/30/2025 | 6,919.54 |
| CHEN RYAN ASSOCIATES | CIP 22-13 HIGHLAND AVE. | 1000392 | 5/30/2025 | 17,968.70 |
| CHEN RYAN ASSOCIATES | BAYSHORE BIKEWAY SEGMENT 5 | 1000392 | 5/30/2025 | 34,426.30 |
| CHEN RYAN ASSOCIATES | LOCAL COASTAL PROGRAM AMENDMENT PHAS | 1000392 | 5/30/2025 | 1,042.50 |
| D-MAX ENGINEERING IN | FY24 - FY25 WASTWATER SERVICES INCLUDIN( | 1000393 | 5/30/2025 | 2,140.79 |
| D-MAX ENGINEERING IN | FY24 -FY25 STORM WATER SERVICES | 1000393 | 5/30/2025 | 16,787.74 |
| GRAINGER | MOP 65179 AUTO SUPPLIES FY25-PW/EQM | 1000401 | 5/30/2025 | 45.54 |
| GRAINGER | MOP 65179 AUTO SUPPLIES FY25-PW/EQM | 1000401 | 5/30/2025 | 105.49 |
| HAAKER EQUIPMENT COM | SMALL TOOLS FOR WASTEWATER FY25-PW/W' | 1000402 | 5/30/2025 | 274.05 |
| HASA INC | CHEMICALS FOR MUNICIPAL POOL FY25-PW/FA | 1000404 | 5/30/2025 | 547.93 |
| HASA INC | CHEMICALS FOR MUNICIPAL POOL FY25-PW/FA | 1000404 | 5/30/2025 | 438.05 |
| HASA INC | CHEMICALS FOR MUNICIPAL POOL FY25-PW/FA | 1000404 | 5/30/2025 | 1,347.32 |
| INNOVATIVE CONSTRUCT | CIP 22-09 EASTSIDE I-805 GREENBELT | 1000405 | 5/30/2025 | 519.00 |
| INNOVATIVE CONSTRUCT | CIP 22-26 EL TOYON PARK | 1000405 | 5/30/2025 | 10,654.00 |
| INNOVATIVE CONSTRUCT | CIP 23-15 PAVEMENT REHABILITATION PROJEC | 1000405 | 5/30/2025 | 12,023.00 |
| INNOVATIVE CONSTRUCT | CIP 19-23 CENTRAL COMM. MOBILE ENHANCEM | 1000405 | 5/30/2025 | 24,083.00 |
| INNOVATIVE CONSTRUCT | CIP 24-04 FY24 AND FY25 ADA IMPROVEMENTS | 1000405 | 5/30/2025 | 31,403.00 |
| INNOVATIVE CONSTRUCT | LAS PALMAS POOL SITE MAINTENANCE AND C( | 1000406 | 5/30/2025 | 11,357.12 |
| NATIONAL CITY TROPHY | MOP 66556 NAME PLATE FY25-PW/FAC | 1000407 | 5/30/2025 | 47.52 |
| NERI LANDSCAPE ARCHI | NTP - LAS PALMAS PARK PROJECT SCOPING & | 1000408 | 5/30/2025 | 1,360.00 |
| NERI LANDSCAPE ARCHI | NTP - LAS PALMAS PROJECT SCOPING | 1000408 | 5/30/2025 | 8,375.80 |
| T MAN TRAFFIC SUPPLY | MOP 76666 TRAFFIC SUPPLIES FY25-PW/STS | 1000413 | 5/30/2025 | 292.22 |
| | | | **Total for Eng/PW** | **201,463.61** |
| **Finance** | | | | |
| AGUIRRE, OSCAR | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000415 | 6/2/2025 | 560.00 |
| BALLARDO, DAMIAN | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000416 | 6/2/2025 | 520.00 |
| BAVENCOFF JR, DAVID | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000417 | 6/2/2025 | 500.00 |
| BEARD, PATRICIA | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000418 | 6/2/2025 | 70.00 |
| BEVERIDGE, MARK | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000419 | 6/2/2025 | 640.00 |
| BOEGLER, CRAIG | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000420 | 6/2/2025 | 260.00 |
| BULL, PARRIS | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000421 | 6/2/2025 | 580.00 |
| CAMEON, CHRISTOPHER | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000422 | 6/2/2025 | 400.00 |
| CANEDO, RAMON | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000423 | 6/2/2025 | 620.00 |
| CASTELLANOS, DAVID | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000424 | 6/2/2025 | 500.00 |
| CESNAUSKAS, STEVEN | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000425 | 6/2/2025 | 400.00 |
| CHELIUS, ANGELA | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000426 | 6/2/2025 | 460.00 |
| COLLINSON, CURTIS | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000427 | 6/2/2025 | 420.00 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| CONDON, DONALD | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000428 | 6/2/2025 | 280.00 |
| CORDERO, ESTELA | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000429 | 6/2/2025 | 520.00 |
| COVARRUBIAS, ARACELI | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000430 | 6/2/2025 | 520.00 |
| DALLA, MICHAEL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000431 | 6/2/2025 | 900.00 |
| DANESHFAR, ZIA-E-DIN | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000432 | 6/2/2025 | 250.00 |
| DEESE, LESLIE | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000433 | 6/2/2025 | 660.00 |
| DESROCHERS, PAUL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000434 | 6/2/2025 | 110.00 |
| DIAZ, MIGUEL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000435 | 6/2/2025 | 680.00 |
| DREDGE, JAMES | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000436 | 6/2/2025 | 250.00 |
| DUONG, MINH | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000437 | 6/2/2025 | 280.00 |
| EISER III, GEORGE | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000438 | 6/2/2025 | 250.00 |
| ESPIRITU, DAVID | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000439 | 6/2/2025 | 620.00 |
| ETZLER, JEFFREY | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000440 | 6/2/2025 | 460.00 |
| FABINSKI, DANIEL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000441 | 6/2/2025 | 220.00 |
| FELIX, YOLANDA | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000442 | 6/2/2025 | 400.00 |
| FIFIELD, KEITH | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000443 | 6/2/2025 | 540.00 |
| FLORES, RICHARD M | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000444 | 6/2/2025 | 600.00 |
| GAUT, ANTHONY | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000445 | 6/2/2025 | 700.00 |
| GONZALES, MANUEL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000446 | 6/2/2025 | 480.00 |
| GONZALEZ, BEATRICE | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000447 | 6/2/2025 | 680.00 |
| GONZALEZ, WILLIAM | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000448 | 6/2/2025 | 660.00 |
| HARLAN, MICHAEL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000449 | 6/2/2025 | 500.00 |
| HERNANDEZ, JUDITH | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000450 | 6/2/2025 | 680.00 |
| HERNANDEZ, RICK | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000451 | 6/2/2025 | 400.00 |
| HODGES, BRENDA | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000452 | 6/2/2025 | 200.00 |
| JASMUND, DONALD | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000453 | 6/2/2025 | 680.00 |
| JONES, ANGIL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000454 | 6/2/2025 | 60.00 |
| JONES, DEREK | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000455 | 6/2/2025 | 480.00 |
| JUNIEL, RODERICK | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000456 | 6/2/2025 | 50.00 |
| KIMBLE, RANDY | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000457 | 6/2/2025 | 300.00 |
| KLOS, FRANK | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000458 | 6/2/2025 | 480.00 |
| LAFRENIERE, MICHAEL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000459 | 6/2/2025 | 660.00 |
| LIMFUECO, MARIA TERE | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000460 | 6/2/2025 | 160.00 |
| MATIENZO, MARIA | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000461 | 6/2/2025 | 100.00 |
| MCDANIEL, PATRICK | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000462 | 6/2/2025 | 290.00 |
| MUNOZ, LILIA | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000463 | 6/2/2025 | 640.00 |
| NAGLE, DANIEL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000464 | 6/2/2025 | 460.00 |
| NOTEWARE, DAVID | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000465 | 6/2/2025 | 120.00 |
| OLIVERIA, HERMINIO | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000466 | 6/2/2025 | 360.00 |
| PARRA, FRANCISCO | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000467 | 6/2/2025 | 400.00 |
| PAUU JR, PENU | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000468 | 6/2/2025 | 340.00 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| PE, RAY | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000469 | 6/2/2025 | 300.00 |
| PEASE JR, DAVID | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000470 | 6/2/2025 | 140.00 |
| POST, ROGER | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000471 | 6/2/2025 | 280.00 |
| RAY, STEVEN | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000472 | 6/2/2025 | 190.00 |
| REDIKOP, BRIAN | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000473 | 6/2/2025 | 400.00 |
| RIOS, RAMONA | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000474 | 6/2/2025 | 240.00 |
| RODRIGUEZ, MANUEL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000475 | 6/2/2025 | 260.00 |
| ROUSTON, JEFFREY | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000476 | 6/2/2025 | 660.00 |
| RUIZ, JAMES | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000477 | 6/2/2025 | 310.00 |
| SAINZ, JOSE LUIS | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000478 | 6/2/2025 | 300.00 |
| SERVATIUS, JEFFREY | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000479 | 6/2/2025 | 340.00 |
| SEWARD, GREGORY | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000480 | 6/2/2025 | 520.00 |
| SHEPHARD, STEVE | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000481 | 6/2/2025 | 440.00 |
| SHOEMAKER, MICHAEL | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000482 | 6/2/2025 | 480.00 |
| SILVA, LARRY | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000483 | 6/2/2025 | 580.00 |
| SMITH, JOE | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000484 | 6/2/2025 | 320.00 |
| SMITH, MATTHEW | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000485 | 6/2/2025 | 560.00 |
| STANICH, COLLEEN | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000486 | 6/2/2025 | 400.00 |
| TELLEZ, JOSE | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000487 | 6/2/2025 | 700.00 |
| TIPTON, BARBARA | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000488 | 6/2/2025 | 250.00 |
| VILLAGOMEZ, JULIAN | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000489 | 6/2/2025 | 480.00 |
| VILLARIASA, STEVEN | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000490 | 6/2/2025 | 480.00 |
| WILKINS, THOMAS | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000491 | 6/2/2025 | 520.00 |
| WRIGHT, MARIA ELENA | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000492 | 6/2/2025 | 700.00 |
| YBARRA, ALFREDO | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000493 | 6/2/2025 | 220.00 |
| YOUNG, GRAHAM | RETIREE HEALTH BENEFITS - JUNE 2025 | 1000494 | 6/2/2025 | 560.00 |
| BALLARDO, DAMIAN | ADPP - JUNE 2025 | 1000495 | 6/3/2025 | 4,072.29 |
| | | | **Total for Finance** | **38,052.29** |
| **Fire** | | | | |
| GRAINGER | MOP#65179, BATTERY 3.0 AH, LI-ION | 1000401 | 5/30/2025 | 412.79 |
| HAMLYN WILLIAMS INC | TEMP SOA, NARDYEZDA ACOSTA, WE 4-20-25 | 1000403 | 5/30/2025 | 860.00 |
| HAMLYN WILLIAMS INC | TEMP SOA, NARDYEZDA ACOSTA-W/E 11-MAY-2 | 1000403 | 5/30/2025 | 860.00 |
| HAMLYN WILLIAMS INC | TEMP SOA, NARDYEZDA ACOSTA-W/E 18-MAY-2 | 1000403 | 5/30/2025 | 903.00 |
| | | | **Total for Fire** | **3,035.79** |
| **IT** | | | | |
| SHARP ELECTRONICS CO | SHARP COPIER METERING FY25 | 1000409 | 5/30/2025 | 4,199.01 |
| SHARP ELECTRONICS CO | SHARP COPIER STAPLES | 1000409 | 5/30/2025 | 117.40 |
| SHARP ELECTRONICS CO | SHARP COPIER METERING FY25 | 1000409 | 5/30/2025 | 3,406.18 |
| SHARP ELECTRONICS CO | SHARP COPIER METERING FY25 | 1000409 | 5/30/2025 | 5,903.56 |
| SHARP ELECTRONICS CO | SHARP COPIER METERING FY25 | 1000409 | 5/30/2025 | 3,266.41 |
| | | | **Total for IT** | **16,892.56** |

# Warrant Register #49
## 5/30/2025 to 6/5/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **Planning** | | | | |
| SMART SOURCE OF CALI | MOP 63845 PLN BUSINESS CARDS | 1000412 | 5/30/2025 | 156.59 |
| | | | **Total for Planning** | **156.59** |
| **Police** | | | | |
| ACE UNIFORMS & ACCES | UNIFORM AND ACCESSORIES FOR FY25 | 1000391 | 5/30/2025 | 129.30 |
| ACE UNIFORMS & ACCES | UNIFORM AND ACCESSORIES FOR FY25 | 1000391 | 5/30/2025 | 24.77 |
| ACE UNIFORMS & ACCES | UNIFORM AND ACCESSORIES FOR FY25 | 1000391 | 5/30/2025 | 19.40 |
| ACE UNIFORMS & ACCES | UNIFORM AND ACCESSORIES FOR FY25 CREDI | 1000391 | 5/30/2025 | (165.30) |
| T'S & SIGNS INC | BPO T SHIRTS & SIGNS PRINTING PERSONALIZ | 1000414 | 5/30/2025 | 337.13 |
| T'S & SIGNS INC | BPO T SHIRTS & SIGNS PRINTING PERSONALIZ | 1000414 | 5/30/2025 | 108.75 |
| T'S & SIGNS INC | ACRYLIC BLK LETTERS, K9 LEGACY, WALL OF H | 1000414 | 5/30/2025 | 864.56 |
| | | | **Total for Police** | **1,318.61** |
| **Risk** | | | | |
| DEAN GAZZO ROISTACHE | LEGAL SERVICES TO BE PROVIDED-APAN | 1000394 | 5/30/2025 | 175.00 |
| DEAN GAZZO ROISTACHE | LEGAL SERVICES TO BE PROVIDED-DARWISH | 1000395 | 5/30/2025 | 967.60 |
| DEAN GAZZO ROISTACHE | LEGAL SERVICES TO BE PROVIDED-MARQUEZ | 1000396 | 5/30/2025 | 508.78 |
| DEAN GAZZO ROISTACHE | LEGAL SERVICES TO BE PROVIDED-REYNOSO | 1000397 | 5/30/2025 | 279.30 |
| DEAN GAZZO ROISTACHE | LEGAL SERVICES TO BE PROVIDED-UMANA | 1000398 | 5/30/2025 | 495.00 |
| DEAN GAZZO ROISTACHE | LEGAL SERVICES TO BE PROVIDED-WATERBUI | 1000399 | 5/30/2025 | 177.00 |
| | | | **Total for Risk** | **2,602.68** |
| | | | **EFT PAYMENTS Total** | **500,870.52** |
| **Payroll** | | | | |
| PY91634 | | | 6/4/2025 | 1,484,655.59 |
| PY91636 | | | 6/5/2025 | 2,319.59 |
| | | | **Payroll Total** | **1,486,975.18** |
| **Section 8 Payments** | PERIOD 5/30/25 - 6/05/25 | | 6/1/2025 | **1,470,860.68** |
| | | | **HAPS TOTAL** | **1,470,860.68** |
| **WIRED PAYMENTS** | | | | |
| **Eng/PW** | | | | |
| ARCO BUSINESS SOLUTI | FUEL FOR CITY FLEET MAY FY25-PW/EQM | 251550186 | 6/5/2025 | 41,348.12 |
| | | | **Total for Eng/PW** | **41,348.12** |
| | | | **WIRED PAYMENTS Total** | **41,348.12** |
| | | | **GRAND TOTAL** | **3,907,751.19** |

# AGENDA REPORT

**Department:** **Planning**
**Prepared by:** **Martin Reeder, AICP – Asst. Director of Community Development**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Continued Public Hearing - First Reading and Introduction of an Ordinance Amending Section 8.32.015 of the National City Municipal Code Related to the Keeping of Hen Chickens.

**RECOMMENDATION:**
Introduce the Ordinance Entitled: **"**An Ordinance of the City Council of the City of National City, California, Amending Section 8.32.015 'Restrictions on Keeping Certain Animals, Birds, and Reptiles' of the National City Municipal Code Pertaining to the Allowance of Keeping Additional Hen Chickens."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
The City Council held a public hearing at their meeting of May 20, 2025 and continued the item to August 19, 2025 in order to receive additional information.

**EXPLANATION:**
The City Council directed staff to prepare an Ordinance related to the keeping of chickens in the City through the Policy 105 process.

Section 8.32.015 of the Municipal Code (Restrictions on keeping certain animals, birds and reptiles.) currently limits the number of hen chickens as follows:

A. It is unlawful to keep, possess or maintain any animal, bird or reptile not prohibited by Section 8.32.010, except as follows:

2. Any combination of the following classes of animals, not to exceed a total of twenty, with each class limited by a maximum of four adult rabbits, four chinchillas, four hen chickens, four turkeys, four ducks, four geese or twenty pigeons may be kept on any property zoned for single-family residential use that is greater than twenty thousand square feet in area.

The numerical and physical limitations underlined above were incorporated into Chapter 8.32 in 2004, prior to which up to 12 hen[1] chickens were permitted on properties zoned for single-family residential use.

The reason for the revisions proposed at that time were intended to bolster regulations to enhance public health parameters by improving greater restrictions on the keeping of fowl, and minimize

[1] NCMC 8.32.010 (A) (8) prohibits any rooster (male chicken) regardless of size or whether it has been surgically de-crowed.

the serious exposure to Newcastle disease, avian flu, and West Nile Virus (WNV). Since that time, the state of California has been declared free of [virulent] Newcastle disease. With regard to avian flu, while there was an outbreak in 2004, there has only been one reported case in 2025 (east county). West Nile Virus is an ongoing concern and can be found in all 58 counties in California, including San Diego County. According to the County's Vector Control Program data, the last spike in WNV cases was in 2015 and 2016 (367 and 266 respectively). Cases between 2017 and 2024 have ranged between 0 and 43 (average of 8.75 cases annually). Previous spikes were noted in 2005 (162) and 2008 (563).

With the increase in prices related to animal products, including chicken eggs, allowing additional hen chickens would allow residents to offset high egg prices by raising and harvesting chicken eggs at a higher rate than currently permitted. While there may be concerns related to avian-related diseases, those concerns are less of an issue than they were in 2004 when the Ordinance was last amended.

At the May 20, 2025 public hearing, staff brought forward an Ordinance amendment allowing up to 12 hen chickens without a limitation on the lot size of single-family residential properties on which the chickens may be kept. Under discussion, staff was asked to look at other urban cities in the county with regard to their regulations in order to consider a more reasonable number. Staff looked at the cities of San Diego, Chula Vista, Lemon Grove, and La Mesa. Their regulations are summarized as follows:

San Diego: **five** chickens (outside of all setbacks) / **15** chickens (outside of all required setbacks or 15 feet, whichever is greater) / **25** chickens (minimum of 50 feet from residential structures).
Chula Vista: **six** chickens, minimum 7,000 square-foot lot size.
Lemon Grove: **one** chicken per 1,000 square feet of lot area.
La Mesa: no animal/poultry which emits loud or raucous cries.

Based on previous discussion and concerns, staff is suggesting a minimum of **six** hen chickens be permitted, with a maximum of one chicken per one thousand feet of lot area, not to exceed **12**. The attached Ordinance reflects this change.

**FINANCIAL STATEMENT:**
There would no fiscal impact to the City, as changes would not result in the need for additional permits or fees.

**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:**
First Reading

**EXHIBITS:**
Exhibit A – Strikethrough/underline
Exhibit B – Ordinance

A. It is unlawful to keep, possess or maintain any animal, bird or reptile not prohibited by Section 8.32.010, except as follows:

2. Any combination of the following classes of animals, not to exceed a total of twenty, with each class limited by a maximum of four adult rabbits, four chinchillas, ~~four hen chickens,~~ four turkeys, four ducks, four geese or twenty pigeons may be kept on any property zoned for single-family residential use that is greater than twenty thousand square feet in area. One hen chicken per one thousand square feet of lot area, not to exceed twelve in total, may be kept on any property zoned for single-family residential use.

**ORDINANCE NO. 2025 –**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING SECTION 8.32.015 RELATED TO THE KEEPING OF CERTAIN ANIMALS, BIRDS, AND REPTILES) OF THE NATIONAL CITY MUNICIPAL CODE**

**WHEREAS**, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

**WHEREAS**, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

**WHEREAS**, pursuant to published 10-day notices of the adoption of said ordinance, public hearings were held by the City Council on May 20, 2025 and August 19, 2025, and at said public hearings, all persons interested were given the opportunity to appear and be heard before the City Council; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**Section 1**. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

**Section 2**. Section 8.32.015 A. 2. is hereby amended to read as follows:

8.32.015 - Restrictions on keeping certain animals, birds and reptiles.

A. It is unlawful to keep, possess or maintain any animal, bird or reptile not prohibited by Section 8.32.010, except as follows:

2. Any combination of the following classes of animals, not to exceed a total of twenty, with each class limited by a maximum of four adult rabbits, four chinchillas, four turkeys, four ducks, four geese or twenty pigeons may be kept on any property zoned for single-family residential use that is greater than twenty thousand square feet in area. One hen chicken per one thousand square feet of lot area, not to exceed twelve in total, may be kept on any property zoned for single-family residential use.

**Section 3**. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**Section 4.** This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

**INTRODUCED on this 19th day of August, 2025.**

PASSED and ADOPTED this _____ day of _____, 2025.

_____
Ron Morrison, Mayor

**ATTEST**:

_____
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM**:

_____
Barry J. Schultz, City Attorney

# AGENDA REPORT

**Department:** **Planning**
**Prepared by:** **Martin Reeder, AICP – Acting Director of Community Development**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Public Hearing - First Reading and Introduction of an Ordinance Adding Chapter 6.30 (Short-Term Rentals) to the National City Municipal Code.

**RECOMMENDATION:**
Introduce the Ordinance Entitled, "An Ordinance of the City Council of the City of National City, California, Amending Title 6 (Business and Franchise Taxes) of the National City Municipal Code Adding Chapter 6.30 (Short-Term Rentals)."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
Staff gave reports to the City Council in December 2024, April 2025, and June 2025 to receive input and direction on the creation of a Short-Term Rental (STR) Ordinance. The Council provided additional language requests and asked staff to return with an ordinance for introduction in August.

Discussion at June 17, 2025 meeting
At the last meeting when this topic was discussed, several additional points were raised that required follow up:

*Limitations on short-term rentals per Council District*
The number generally arrived upon was a maximum of 180 total short-term rental units permitted at one time. While this would generally equate to 45 per Council District, staff is suggesting a maximum of 60 (or one third of the maximum allowed) in any one district. This has been incorporated into the attached draft ordinance (6.30.030).

*Criminal background checks*
It was suggested that someone who has a criminal record related to prostitution or other serious crime be prohibited from operating a short-term rental. While the majority of landlords may get criminal background checks from their tenants prior to renting, it is not prevalent in short-term rental ordinances for other cities for the permittees themselves to require one. Regardless of a background check, a permittee must adhere to the operating standards of any permit regulations. If there are violations, citations and revocations would be a remedy. Revocation of a short-term rental permit requires a one year cooling off period prior to re-application.

*Permit costs in other jurisdictions*

The permit costs vary greatly between jurisdictions. However, we have been looking at the cities of Chula Vista and Vista for purposes of comparison. Chula Vista charges $250 for a permit, plus $175 per year thereafter for renewal. Vista charges a flat fee of $250 per year.

*Bedroom storage requirements*
The definition was modified to allow for cabinet storage in lieu or in addition to a closet (6.30.020).

*Rentals not used for business purposes*
The requirement that short-term rentals be used only for residential purposes and not for any business purpose has been incorporated into the draft ordinance (6.30.080 M)

*Location of primary residence*
It was suggested that the permittee's primary residence be in the City or within a quarter-mile of the short-term rental if outside the City. This has been incorporated into the draft ordinance (6.30.040 A)

*Number of total rental days per year*
Hosted short-term rentals are not limited in the amount of days that they be rented for. However, un-hosted short-term rentals are currently limited to 90 days per calendar year. This creates feasibility issues for property owners who are considering purchasing a property for purposes of operating a short-term rental. 90 days would mean that the property would sit vacant or be more likely to be used for non-sanctioned purposes. The only other option (other than the 90 days per calendar year) would be to switch from a short-term to long-term rental situation. This would be difficult to manage and unpredictable. However, the 90-day limitation would protect long-term rental housing more effectively.

The limit on the maximum number of short-term rentals in the draft Ordinance is 180. Based on the City's Transient Occupancy Tax rate of 10%, 180 rentals at an average of $500 per night (see additional discussion below) would equate to approximately $9,000 per day, or around $3.3 million annually. However, based on the suggested language limiting non-hosted short-term rentals to a maximum of 90 days rental per calendar year, the potential TOT revenue would be reduced by up to 75%. While public safety and neighborhood livability are paramount, ensuring that the program pays for itself and for impacts on City resources, it is suggested that one of these limitations be modified to increase revenue potential.

It should be noted that a short-term rental property may be considered as a "hosted unit" even if the owner's primary residence is on a separate property. However, in that case the primary residence must be immediately adjacent to the short-term rental property. There are current owners in the City that have multiple short-term rentals, most of which likely function without issue. However, these would only be able to continue if they are located next door to or behind (immediately adjacent to) the primary residence. Otherwise, they would be limited in the future to no more than 90 days per calendar year as a short-term rental. Long-term rentals (more than 30 days) would be permitted as they are currently, subject to appropriate permits. Long-term rentals do not generate Transient Occupancy Tax.

<u>Information Previously Presented</u>
Two other San Diego County cities with STR Ordinances have numerical limits on rental nights per year or maximum number of short-term units. Chula Vista limits the maximum number of rentals for non-hosted units to 90 days per year. Del Mar has an overall limit of 129 short-term rental permits, or 5% of its housing stock. 5% of National City's housing stock would 885 units.

There are no current regulations on STRs, which means that they are not technically permitted by our "permissive" Land Use Code. The only rentals regulated in the City are those of 30 days or more. While an exact number is hard to know, there are routinely 100-200 STRs shown in the

City as vacation rentals by owner, primarily on the Airbnb or VRBO platforms. Costs to rent are highly variable and range from $300 to $900 a night on weekends (April was used as a search parameter). Although ensuring compliance with the Municipal Code with regard to public safety is paramount, another issue is the missed opportunity to collect Transient Occupancy Tax (TOT), which is required for traditional hotel and motel room rentals. Other cities that have STR Ordinances require TOT payment, as well as conformance with other standards as discussed below. National City's TOT is 10% of the room rental rate. If there were 100 units rented out at $500 a night, the resulting loss in TOT revenue would equate to around $5,000 a day, depending on seasonality and market demand.

Of the 19 San Diego County jurisdictions (including the County), nine have STR regulations (Carlsbad, Chula Vista, Coronado, Del Mar, Encinitas, Oceanside, San Diego, Solana Beach, and Vista). Another six, while not having any specific STR regulations, allow STRs subject to normal rental property regulations (County, El Cajon, Escondido, Imperial Beach, La Mesa, and San Marcos). Four cities, including National City, do not regulate or permit STR's (the others are Lemon Grove, Poway, and Santee). TOT in the County ranges from 8% to 14%. The average TOT in San Diego County is 10.3%. All but two cities collect TOT on STR's.

Because the majority of cities with STRs are beach cities with different populations, scenarios, and issues compared to National City, staff focused on the cities of Chula Vista and Vista, both of which have STR Ordinances and are similar in location or population. Both cities have basic requirements related to required permits, operating requirements, parking, payment of TOT, and maximum number of guests, as well as minimum stays (2 days) and transfer of licenses.

Chula Vista differs in that they require a STR landlord to maintain a primary residence in the city and limits a permittee to two STR licenses. They also allow events (weddings, parties, fundraisers, etc.) at STRs subject to a special permit. Vista has a more streamlined Ordinance, but allows up to five STRs per permittee and does not allow any events at STRs. Staff has attempted suggesting a streamlined, yet robust Ordinance that is a hybrid of the two, as well as with additional regulations based on previous Council input.

The next steps would generally be to discuss and introduce the Ordinance, adopt the Ordinance at a subsequent meeting, then implement the Ordinance. If this STR Ordinance is adopted, staff would then need to work with a vendor to implement a licensing and TOT collection program. Three vendors have been identified so far, whose services range anywhere from $10,000 to $15,000 annually, depending on services selected.

**FINANCIAL STATEMENT:**
Adoption of a Short-Term Rental Ordinance will generate Transit Occupancy Tax contributions to the General Fund through application of Short-Term Rental permits. Future license and monitoring costs are intended to be offset by permit fees.

**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**
Balanced Budget and Economic Development

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

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

**ORDINANCE:**
First Reading

**EXHIBIT:**
Exhibit A - Draft Chapter 6.30 – Short-Term Rentals
Exhibit B – Draft Ordinance

## Chapter 6.30
## Short-Term Rentals

**Sections:**


**6.30.010 Purpose – Findings and Determinations**
**6.30.020 Definitions**
**6.30.030 Short-Term Rentals Allowed**
**6.30.040 Eligibility Requirements**
**6.30.050 Authorized Agent**
**6.30.060 Short-Term Rental Permit Requirements**
**6.30.070 Short-Term Rental Application and Issuance**
**6.30.080 Short-Term Rental Operating Requirements**
**6.30.090 Violations and Enforcement**
**6.30.100 Denial, Suspension and Revocation**


### Section 6.30.010 Purpose - Findings and Determinations

This chapter establishes short-term rental standards that:

A. Prevent long-term rental units from being replaced with short-term rentals and protect affordable housing units from conversion.

B. Preserve and protect neighborhood character and livability from nuisances that are often associated with short-term rentals, including:

1. Excessive noise
2. Disorderly conduct
3. Illegal parking
4. Overcrowding
5. Excessive accumulation of refuse

C. Reduce the burden on City services.

D. Generate City revenue to share infrastructure cost and other public expenditures by operation of short-term rentals under established standards through the collection and payment of transient occupancy taxes.

This chapter is not intended to provide any owner of residential property with the right or privilege to violate any deed restrictions or private covenants, conditions and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property as a short-term rental as defined in this chapter.

### Section 6.30.020 Definitions

“Agent" means a person designated by the owner in writing to act on the owner's behalf with respect to owner's short-term rental and compliance with this chapter.

“Bedroom" means a private room intended for or capable of being used for sleeping purposes, separated from other rooms by a door, curtain or other entry way, having at least one window, a closet or cabinet storage space, and is accessible to a bathroom without crossing into another bedroom. Bedrooms exclude bathroom, kitchen, living room, and laundry areas.

“Broker" means any person, including, but not limited to, on-line websites, on-line travel agencies, and on-line booking agents, that offers, lists, advertises, accepts reservations and/or collects whole or partial payment for a short-term rental.

“Director of Community Development” means the Director of Community Development of the City, or designee.

“Hosted unit" means a short-term rental where the owner remains and resides onsite or on a property immediately adjacent to the short-term rental property during the short-term rental period (except during daytime and/or working hours).

“Local Contact Person” means a Person designated by an Owner or an Agent, who, if designated to act as such, shall be available 24 hours per day, seven days per week for the purpose of: (1) being able to physically respond within one hour of notification of a complaint regarding the condition, operation or conduct of Occupants of the Dwelling, and (2) taking remedial action necessary to resolve any such complaints. A Local Contact Person may be the Owner or an Agent.

“Non-hosted unit” means a short-term rental whereby the owner does not remain or reside on-site or on a property immediately adjacent to the short-term rental property during the short-term rental period.

"Owner" means an owner of record of the real property that contains the short-term rental, as provided for in the property deed.

“Primary Residence” means a Person’s permanent residence or usual place of return for housing as documented by at least two of the following: motor vehicle registration; driver’s license; voter registration; tax documents showing the residential unit as the Person’s residence; or a utility bill. A Person may have only one Primary Residence and must reside there for a minimum of 275 days during the calendar year. For properties with two or more existing legally permitted Dwelling Units (e.g., a duplex), the term “Primary Residence” shall apply individually to each unit that meets the criteria previously described. Accessory Dwelling Units or Junior Accessory Dwelling Units for which a construction permit was applied for prior to January 1, 2020, and any other accessory habitable structures that are located on a Short-Term Rental Property and do not meet the criteria previously described shall be considered part of the primary single-family residence for purposes of this chapter.

“Short-Term Rental” is defined as the rental of any legally permitted dwelling unit or any portion of any legally permitted dwelling unit, including detached single-family residences, guesthouses, condominiums, duplexes, townhomes and multiple-family dwellings, for occupancy for dwelling, lodging or sleeping purposes for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Short-term rentals exclude the following: any Accessory Dwelling Unit permitted under Chapter 18.30.380; any Junior Accessory Dwelling Unit permitted under Chapter 18.30.390 of the Municipal Code; and any recreational vehicle as defined in Chapter 18.60 of the Municipal Code.

**Section 6.30.030 Short-Term Rentals Allowed**

Short-term rentals that comply with all requirements of this chapter are allowed in zones and Specific Plans in the City that permit residential uses.

A maximum of 180 short-term rental units shall be permitted in the City with no more than 60 such units being located per designated City Council District.

**Section 6.30.040 Eligibility Requirements**

The following requirements must be met at the time of submitting an application for a permit to operate a Short-Term Rental:

A. The Applicant's Primary Residence must be located in the City, or within a quarter-mile of the short-term rental if located outside the City.

B. The Dwelling Unit shall not be an Accessory Dwelling Unit (ADU) or a Junior Accessory Dwelling Unit (JADU) for which a construction permit was applied for on January 1, 2020, or later.

C. The Dwelling Unit shall not be a deed-restricted affordable housing unit, in a special group residence, or a single-room occupancy.

D. A Long-Term Tenant (greater than 30 days) shall not operate a Short-Term Rental without prior written approval of the Owner, such written approval to be provided to the City at the time of application for a Short-Term Rental Permit. An Owner may proactively prohibit Short-Term Rental subletting by tenants at any or all of their owned properties by submitting a notification in writing to the Community Development Department.

E. The Applicant shall not have been subject to a Short-Term Rental Permit revocation during the previous 24-month period.

G. An Applicant may not hold a Short-Term Rental Permit for more than one Nonprimary Residence Short-Term Rental at any given time.

**Section 6.30.050 Authorized Agent**

A. An owner may in writing authorize an agent to comply with the requirements of this chapter on their behalf. The agent shall submit a copy of the authorization to the City during the permit and permit renewal application process.

B. Notwithstanding Subsection A above, the owner shall not be relieved from any personal liability for noncompliance with this chapter, regardless of whether such noncompliance was caused, allowed or permitted by the owner's agent or the occupants or guests of the owner's short-term rental.

**Section 6.30.060 Short-Term Rental Permit Requirements**

Prior to renting or advertising the availability of a short-term rental, the owner or their agent shall obtain: (1) a business license pursuant to Chapter 6.04 of this Code; (2) a transient occupancy registration certificate pursuant to Chapter 4.32 of this Code; and (3) a short-term rental permit pursuant to this chapter.

**Section 6.30.070 Short-Term Rental Permit Application and Issuance**

A. Contents of Permit Application. Owners or their agent shall submit a short-term rental permit application to the City for each short-term rental unit. The permit application shall be submitted on a City-approved form that requires the following information:

1. If applicable, owner's written authorization of agent(s).

2. Legal name, address and telephone number of all owner(s), agent(s), broker(s) for the short-term rental and the 24-hour, seven-day per week local contact person.

3. The address and assessor's parcel number of the property proposed to operate as a short-term rental.

4. The number of bedrooms within the short-term rental.

5. The number of existing on-site parking spaces designated for the exclusive use of the short-term rental.

6. Whether the short-term rental is a "hosted unit" or a "non-hosted unit".

7. The number of fire extinguishers and smoke and carbon monoxide alarms at the short-term rental property, and a self-certification of compliance with the Fire Code, subject to review and approval by the City's Fire Marshal.

8. Copy of any application and all other forms that renters of the short-term rental will be required to complete.

9. Copy of the owner's rules and regulations for the short-term rental.

10. Signed statement acknowledging all of the following: (a) all of the information contained in the short-term rental permit application is true and correct; (b) all owner(s)/agent(s), and the designated local contact person, are familiar with the requirements of this chapter; (c) all owner(s)/agent(s), and the designated local contact person, are responsible for ensuring compliance with this chapter; and (d) failure to comply with this chapter and all applicable provisions of this Code may result in suspension and/or revocation of a short-term rental permit.

11. Such other standardized information as the City Manager, or designee, deems reasonably necessary to administer this chapter.

B. Application Signatories. All owners listed on the property deed are required to sign the short-term rental permit application. Signatures of non-corporeal owners, such as partnerships and corporations, shall be made by the entity's duly authorized agent(s) or such individual(s) otherwise permitted by law to sign on the entity's behalf.

C. Permit Fee. A short-term rental permit fee has been established by resolution of the City Council and shall be paid in conjunction with initial and renewal applications. The fee is nonrefundable.

D. Granting of Permit and Renewal. The City shall grant or renew a permit if the application meets the requirements of this section and there are no grounds for denial pursuant to section 6.30.090.B. Short-term rental permits are valid for one year or per an approved multi-year agreement and shall be renewed in coordination with business license renewals.

E. Change of Ownership. Permits only apply to the person(s) named on the application and are non-transferable. Within 14 calendar days of a material change in the property ownership or substitution of listed agent(s), a new application for a short-term rental permit shall be submitted with the required application fee.

F. Short-term rentals are subject to the provisions of Chapter 4.32 of this Code regarding the collection and remittance of Transient Occupancy Tax (TOT). Failure to comply with these provisions may result in revocation of a short-term rental permit pursuant to section 6.30.090.C. A broker that collects any revenue from arranging or listing a short-term rental location in the City has primary responsibility for collecting, paying and transmitting all TOT due to the City pursuant to Chapter 4.32 of this Code.

G. False Statements. Any false statements or information provided in the application are grounds for denial of a short-term rental permit pursuant to section 6.30.090.C, or if the permit has already been issued by the City, permit revocation or imposition of penalties.

H. Indemnification. By accepting a short-term rental permit, the permittee agrees to defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liability arising out of the actions permitted by such permit, and agrees to pay on behalf of the City all claims, damages, judgments, legal and court costs, adjuster fees and attorney fees related thereto.

**Section 6.30.080 Short-Term Rental Operating Requirements**

The use and occupancy of short-term rentals shall comply with the following operating requirements. For purposes of this section, "responsible person" shall mean the owner(s) and agent(s) listed in the permit application for the short-term rental:

A. Compliance with Laws. The responsible person shall comply with all applicable provisions of this Code, and all other federal, state, and local laws, rules, and regulations.

B. Public Nuisance Prohibited. The responsible person shall not cause, allow or permit the use or occupancy of the short-term rental to create a public nuisance, including, but not limited to, unruly gatherings or raucous noise. "Raucous noise" includes yelling, screaming, shouting, or making other disturbing noises, including noise violations as identified in Title 12 of this Code, which unreasonably interfere with the peace and quiet of nearby residents or members of the public. "Unruly gathering" includes, but is not limited to, gatherings of occupants and/or guests at a short-term rental that exceed the number permitted on the short-term rental permit and gatherings of occupants and/or guests engaging in disorderly conduct that disturbs the public peace. The responsible person shall immediately abate any public nuisances caused by the use or occupancy or the short-term rental.

C. Noise Violations Prohibited. The responsible person shall not cause, allow or permit the emission or transmission of any noise violation as identified in Title 12 of this Code at a short-term rental, including from any sound-making equipment or sound-amplifying device.

D. Permitted Occupancy. The responsible person shall limit overnight occupancy of the short-term rental to a specific number of occupants not to exceed two persons per bedroom or studio plus one additional person per dwelling unit.

E. Parking. The responsible person shall limit the number of vehicles at the short-term rental to the number of parking spaces designated in the short-term rental permit. All on-site parking spaces designated for occupant use in the permit shall be made available for the vehicles of occupants. Occupants shall avoid street parking and vehicles shall not impede access to sidewalks and adjoining neighboring properties or driveways. Vehicles shall not park in designated fire lanes. Parking of motor vehicles, trailers and recreational vehicles by occupants shall comply with Section 7.20.140 of this Code.

F. Trash and Refuse. Trash and refuse shall not be left or stored within public view except at a location that is designated for collection from sunset on the day prior to trash pick-up until up to midnight on the day designated for trash pick-up. All trash shall be in approved receptacles pursuant to Chapter 7.10 of this Code and comply with Section 7.14.100 of this Code.

G. Rental Agreements. Information on the permitted occupancy, parking capacity, and trash disposal requirements of the short-term rental, and the requirements of this chapter, shall be stated in the rental information and agreement provided to prospective renters, prior to their occupancy of the short-term rental. Renters shall agree in writing to follow the provisions of this chapter that apply to use and occupancy of a short-term rental.

H. Open Burning, Recreational Fires, and Portable Outdoor Fireplaces. Bonfires and Recreational Fires are strictly prohibited within the City limits.

I. Grills and Barbeques. Grills and barbeques are not permitted beneath a potentially flammable source, including, but not limited to, trees, umbrellas, decks, or other appurtenant structures, and shall be at least 10 feet away from structures and any flammable materials. Charcoal grills of any type are strictly prohibited.

J. No Roof Access. The responsible person shall not cause, permit or allow occupants to have roof access to the short-term rental. This prohibition does not include permitted roof decks.

K. Life/Safety Compliance. The short-term rental property shall meet basic life/safety requirements under applicable laws such as the California Health & Safety Code and City-adopted building and fire codes. Minimum operating requirements include, but are not limited to, operable smoke and carbon monoxide alarms, fire extinguisher, and first aid kit.

L. Inspections. Regardless of the time of day, the responsible person shall permit the City to inspect the short-term rental and property in response to any complaint received by

the City, for the purpose of making a reasonable inspection to observe and enforce compliance with all applicable laws, rules and regulations, including the provisions of this chapter.

M. No Subletting. The subletting of a short-term rental is prohibited. Only the person with a valid short-term rental permit issued by the City is permitted to advertise and rent out a property as a short-term rental.

N. No short-term rental shall be used by any tenant for business purposes of any kind. Short-term rentals shall be used for residential purposes only.

O. Special Events and Temporary Uses Prohibited. Special events and temporary uses such as weddings, corporate events, commercial functions, and any other similar events that have the potential to cause traffic, parking, noise, or other adverse impacts in the neighborhood are prohibited at the short-term rental property or as a component of short-term rental activities.

P. No Commercial Filming. No commercial filming may occur at the short-term rental property concurrently with an active short-term rental permit.

Q. Permitted Guest Hours. The designated short-term rental occupants may host guests at the short-term rental during the hours of 10:00 a.m. to 9:00 p.m. daily.

R. Advertisements. It is unlawful for any person or entity to advertise a short-term rental in the City without a valid and current permit issued by the City. All advertisements for a property operating with a valid short-term rental permit, including those advertisements posted on or by hosting platform sites, shall include the short-term rental permit number provided by the City, the maximum number of occupants permitted to stay in the unit, and the maximum number of vehicles permitted to be parked at the short-term rental.

S. Hosted units may be used as a short-term rental for an unlimited number of days during the calendar year.

T. Non-hosted units may be used as a short-term rental for no more than 90 days per calendar year.

U. Minimum Night Stay. Non-hosted units shall have a minimum night stay of two consecutive nights. This provision does not apply to hosted units or to short-term rentals in multi-family residential dwellings.

V. Interior Display of Short-Term Rental Permit. During the period of short-term rental operation, the responsible person shall affix a display on the inside of the main entry door of the short-term rental that includes: (1) the short-term rental permit that applies to the unit; (2) the maximum number of overnight occupants permitted to stay in the unit; (3) the maximum number of vehicles; and a (4) 24-hour, seven-day per week local phone number of the local contact person.

W. Exterior Complaint Phone Number Display. During the period of short-term rental operation, the responsible person shall affix a display on a front window of the short-term rental that includes: (1) a 24-hour, seven-day per week local phone number of a designated contact to take complaints regarding the unit; (2) the number of bedrooms; (3) maximum number of occupants permitted to stay in the unit; and (4) the maximum number of vehicles.

X. The Response Requirements. The responsible person shall, upon notification that occupants or guests of their short-term rental have violated provisions of this chapter or other applicable federal, state or local laws, rules, or regulations, prevent a recurrence of such conduct by those occupants or guests and shall respond to the notification of violations as soon as practically possible, but within 1 hour at the latest. Failure to timely respond to complaints may result in enforcement pursuant to section 6.30.080.C.

Y. Good Neighbor Handout. Each Short-Term Rental shall post a Good Neighbor Handout inside the permitted premises in close proximity to an entry point that includes emergency contact information for the Permittee and the Local Contact Person (if different). The Good Neighbor Handout shall also provide information about parking restrictions, restrictions on noise and amplified sound, trash collection schedule, fire evacuation routes, and any other information, as required by

the Director of Community Development, applicable to the Short-Term Rental and the surrounding neighborhood.

Z. Good Neighbor Letter. Within one week following (1) the issuance of a Short-Term Rental Permit, (2) the issuance of a renewal permit, and/or (3) the approval of a transfer application, the Permittee shall mail or personally deliver in writing a Good Neighbor Letter, in a form authorized by the Director of Community Development to the Owners and Occupants of properties located on all sides of and directly across the street (or alley or other right-of-way) from the Short-Term Rental Property. Thereafter, within 30 days of occurrence of any of the events described in (1), (2) or (3), the Permittee shall sign under penalty of perjury, and submit to the Director of Community Development, a certification that the required mailing or delivery was completed. If at any time during the term of a Short-Term Rental Permit, the Good Neighbor Letter information for the Permittee or Local Contact Person changes, the Permittee shall mail or personally deliver in writing within one week an updated Good Neighbor Letter to the Owners and Occupants of properties located on all sides of and directly across the street (or alley or other right-of-way) from the Short-Term Rental Property to maintain accuracy and shall also promptly submit to the Director of Community Development a signed under penalty of perjury certification that the required mailing or delivery of the updated information was completed.

AA. Quiet Time From 10:00 p.m. to 9:00 a.m. The hours between 10:00 p.m. and 9:00 a.m. are considered to be “quiet time,” so that no outdoor activity will disturb the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property or cause discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area. It shall constitute a major violation if any Occupants engage in outdoor activities on a Short-Term Rental Property between the hours of 10:00 p.m. and 9:00 a.m. that involve the use of fire pits, barbecues, swimming pools, hot tubs, spas, tennis or paddleball courts, or other similar and related improvements or play equipment, or if any Occupants engage in outdoor parties, outdoor singing, shouting, clapping or other activities generally associated with partying or if Occupants engage in any outdoor drunk or disorderly conduct during those hours. Any other outdoor conduct between the hours of 10:00 p.m. and 9:00 a.m. that disturbs the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property, or causes discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area, shall constitute a minor violation. It is not a violation for an Occupant to merely be out of doors during quiet time hours, so long as there is no conduct that disturbs the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property or causes discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area. The Permittee shall post signs of a size, type and at a location (or locations) acceptable to the Director of Community Development near all doors leading to the exterior of a Short-Term Rental Unit, advising Occupants of “quiet time.”

BB. No-Fault Evictions. A property containing a unit with a no-fault eviction may not operate a short-term rental for five years from the date of the eviction unless it is a single-family home that has been vacated for purposes of owner occupancy.

**Section 6.30.090 Violations, Enforcement and Penalties**

A. Any person violating any of the provisions of this chapter shall be subject to enforcement procedures pursuant to Chapter 1.44 of this Code and any other enforcement mechanism available to the City, including revocation of the short-term rental permit pursuant to section 6.30.090.C.

B. Any short-term rental that is operating in violation of this chapter is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation pursuant to Chapter 1.36 of this Code.

C. Notwithstanding Section 1.44.050 of this Code, the following penalties apply to administrative citations issued for violations of this chapter:

1. For a first administrative citation, a fine not exceeding $500 per violation of each provision of this chapter.

2. For a second administrative citation within one year of the first citation, a fine not exceeding $1,000 per violation of each provision of this chapter.

3. For a third or subsequent administrative citation within one year of the first citation, a fine not exceeding $1,500 per violation of each provision of this chapter.

**Section 6.30.100 Denial, Suspension and Revocation**

A. Denial, Suspension or Revocation. In addition to any other remedy provided by this chapter, a short-term rental permit may be denied, suspended, or revoked by the City Manager, or designee, pursuant to this section.

B. Grounds for Denial or Suspension. A short-term rental permit may be denied or immediately suspended if any of the following grounds exist:

1. The application or renewal application for the short-term rental permit does not comply with all the requirements of section 6.30.060.

2. A material misrepresentation, false or misleading information was included on the application or renewal application for the short-term rental permit.

3. An authorized official has cited the short-term rental property for health or safety violation(s) and such violation(s) remain outstanding.

4. The use or occupancy of the short-term rental property has been cited by an authorized official for felony violation(s) and criminal prosecution is pending.

5. A delinquency in the payment of any outstanding fees, assessments or taxes owed to the City related to the short-term rental property, including, but not limited to, Transient Occupancy Taxes (TOT).

C. Revocation of Permit. If a third administrative citation is issued for violation(s) of this chapter at a short-term rental within a one-year period, the City shall revoke the short-term rental permit upon a determination that the violation(s) alleged in the third citation has occurred. Notwithstanding the foregoing, the City shall immediately revoke the short-term rental permit upon final determination that a felony violation relating to the use or occupancy of the short-term rental property has occurred.

D. Appeal of Denial, Suspension or Revocation. Any denial, suspension or revocation of a short-term rental permit shall be made by the City in writing and is subject to the appeal procedures set forth in Section 6.04.160 of this Code.

E. Prohibited Operations. If a short-term rental permit is revoked pursuant to this section, a short-term rental shall not be operated at the property for a period of 12 months from the date of such revocation unless the property has been sold and the new owner can demonstrate to the City that a change of property ownership occurred during that time period.

**ORDINANCE NO. 2025 –**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING TITLE 6 (BUSINESS AND FRANCHISE TAXES) OF THE NATIONAL CITY MUNICIPAL CODE ADDING CHAPTER 6.30 (SHORT-TERM RENTALS)**

**WHEREAS**, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

**WHEREAS**, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

**WHEREAS**, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on August 19, 2025, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY DOES ORDAIN AS FOLLOWS:**

**Section 1**. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

**Section 2**. Section 6.30 is hereby added to read as follows:

Chapter 6.30
Short-Term Rentals

Sections:


6.30.010 Purpose – Findings and Determinations
6.30.020 Definitions
6.30.030 Short-Term Rentals Allowed
6.30.040 Eligibility Requirements
6.30.050 Authorized Agent
6.30.060 Short-Term Rental Permit Requirements
6.30.070 Short-Term Rental Application and Issuance
6.30.080 Short-Term Rental Operating Requirements
6.30.090 Violations and Enforcement
6.30.100 Denial, Suspension and Revocation

Section 6.30.010 Purpose - Findings and Determinations

This chapter establishes short-term rental standards that:

A. Prevent long-term rental units from being replaced with short-term rentals and protect affordable housing units from conversion.

B. Preserve and protect neighborhood character and livability from nuisances that are often associated with short-term rentals, including:

1. Excessive noise
2. Disorderly conduct
3. Illegal parking
4. Overcrowding
5. Excessive accumulation of refuse

C. Reduce the burden on City services.

D. Generate City revenue to share infrastructure cost and other public expenditures by operation of short-term rentals under established standards through the collection and payment of transient occupancy taxes.

This chapter is not intended to provide any owner of residential property with the right or privilege to violate any deed restrictions or private covenants, conditions and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property as a short-term rental as defined in this chapter.

Section 6.30.020 Definitions

“Agent" means a person designated by the owner in writing to act on the owner's behalf with respect to owner's short-term rental and compliance with this chapter.

“Bedroom" means a private room intended for or capable of being used for sleeping purposes, separated from other rooms by a door, curtain or other entry way, having at least one window, a closet or cabinet storage space, and is accessible to a bathroom without crossing into another bedroom. Bedrooms exclude bathroom, kitchen, living room, and laundry areas.

“Broker" means any person, including, but not limited to, on-line websites, on-line travel agencies, and on-line booking agents, that offers, lists, advertises, accepts reservations and/or collects whole or partial payment for a short-term rental.

“Director of Community Development” means the Director of Community Development of the City, or designee.

“Hosted unit" means a short-term rental where the owner remains and resides onsite or on a property immediately adjacent to the short-term rental property during the short-term rental period (except during daytime and/or working hours).

“Local Contact Person” means a Person designated by an Owner or an Agent, who, if designated to act as such, shall be available 24 hours per day, seven days per week for the purpose of: (1) being able to physically respond within one hour of notification of a complaint regarding the condition, operation or conduct of Occupants of the Dwelling, and (2) taking

remedial action necessary to resolve any such complaints. A Local Contact Person may be the Owner or an Agent.

“Non-hosted unit” means a short-term rental whereby the owner does not remain or reside on-site or on a property immediately adjacent to the short-term rental property during the short-term rental period.

"Owner" means an owner of record of the real property that contains the short-term rental, as provided for in the property deed.

“Primary Residence” means a Person’s permanent residence or usual place of return for housing as documented by at least two of the following: motor vehicle registration; driver’s license; voter registration; tax documents showing the residential unit as the Person’s residence; or a utility bill. A Person may have only one Primary Residence and must reside there for a minimum of 275 days during the calendar year. For properties with two or more existing legally permitted Dwelling Units (e.g., a duplex), the term “Primary Residence” shall apply individually to each unit that meets the criteria previously described. Accessory Dwelling Units or Junior Accessory Dwelling Units for which a construction permit was applied for prior to January 1, 2020, and any other accessory habitable structures that are located on a Short-Term Rental Property and do not meet the criteria previously described shall be considered part of the primary single-family residence for purposes of this chapter.

“Short-Term Rental” is defined as the rental of any legally permitted dwelling unit or any portion of any legally permitted dwelling unit, including detached single-family residences, guesthouses, condominiums, duplexes, townhomes and multiple-family dwellings, for occupancy for dwelling, lodging or sleeping purposes for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Short-term rentals exclude the following: any Accessory Dwelling Unit permitted under Chapter 18.30.380; any Junior Accessory Dwelling Unit permitted under Chapter 18.30.390 of the Municipal Code; and any recreational vehicle as defined in Chapter 18.60 of the Municipal Code.

Section 6.30.030 Short-Term Rentals Allowed

Short-term rentals that comply with all requirements of this chapter are allowed in zones and Specific Plans in the City that permit residential uses.

A maximum of 180 short-term rental units shall be permitted in the City with no more than 60 such units being located per designated City Council District.

Section 6.30.040 Eligibility Requirements

The following requirements must be met at the time of submitting an application for a permit to operate a Short-Term Rental:

A. The Applicant’s Primary Residence must be located in the City, or within a quarter-mile of the short-term rental if located outside the City.

B. The Dwelling Unit shall not be an Accessory Dwelling Unit (ADU) or a Junior Accessory Dwelling Unit (JADU) for which a construction permit was applied for on January 1, 2020, or later.

C. The Dwelling Unit shall not be a deed-restricted affordable housing unit, in a special group residence, or a single-room occupancy.

D. A Long-Term Tenant (greater than 30 days) shall not operate a Short-Term Rental without prior written approval of the Owner, such written approval to be provided to the City at the time of application for a Short-Term Rental Permit. An Owner may proactively prohibit Short-Term Rental subletting by tenants at any or all of their owned properties by submitting a notification in writing to the Community Development Department.

E. The Applicant shall not have been subject to a Short-Term Rental Permit revocation during the previous 24-month period.

G. An Applicant may not hold a Short-Term Rental Permit for more than one Nonprimary Residence Short-Term Rental at any given time.

Section 6.30.050 Authorized Agent

A. An owner may in writing authorize an agent to comply with the requirements of this chapter on their behalf. The agent shall submit a copy of the authorization to the City during the permit and permit renewal application process.

B. Notwithstanding Subsection A above, the owner shall not be relieved from any personal liability for noncompliance with this chapter, regardless of whether such noncompliance was caused, allowed or permitted by the owner's agent or the occupants or guests of the owner's short-term rental.

Section 6.30.060 Short-Term Rental Permit Requirements

Prior to renting or advertising the availability of a short-term rental, the owner or their agent shall obtain: (1) a business license pursuant to Chapter 6.04 of this Code; (2) a transient occupancy registration certificate pursuant to Chapter 4.32 of this Code; and (3) a short-term rental permit pursuant to this chapter.

Section 6.30.070 Short-Term Rental Permit Application and Issuance

A. Contents of Permit Application. Owners or their agent shall submit a short-term rental permit application to the City for each short-term rental unit. The permit application shall be submitted on a City-approved form that requires the following information:

1. If applicable, owner's written authorization of agent(s).

2. Legal name, address and telephone number of all owner(s), agent(s), broker(s) for the short-term rental and the 24-hour, seven-day per week local contact person.

3. The address and assessor's parcel number of the property proposed to operate as a short-term rental.

4. The number of bedrooms within the short-term rental.

5. The number of existing on-site parking spaces designated for the exclusive use of the short-term rental.

6. Whether the short-term rental is a "hosted unit" or a "non-hosted unit".

7. The number of fire extinguishers and smoke and carbon monoxide alarms at the short-term rental property, and a self-certification of compliance with the Fire Code, subject to review and approval by the City's Fire Marshal.

8. Copy of any application and all other forms that renters of the short-term rental will be required to complete.

9. Copy of the owner's rules and regulations for the short-term rental.

10. Signed statement acknowledging all of the following: (a) all of the information contained in the short-term rental permit application is true and correct; (b) all owner(s)/agent(s), and the designated local contact person, are familiar with the

requirements of this chapter; (c) all owner(s)/agent(s), and the designated local contact person, are responsible for ensuring compliance with this chapter; and (d) failure to comply with this chapter and all applicable provisions of this Code may result in suspension and/or revocation of a short-term rental permit.

11. Such other standardized information as the City Manager, or designee, deems reasonably necessary to administer this chapter.

B. Application Signatories. All owners listed on the property deed are required to sign the short-term rental permit application. Signatures of non-corporeal owners, such as partnerships and corporations, shall be made by the entity's duly authorized agent(s) or such individual(s) otherwise permitted by law to sign on the entity's behalf.

C. Permit Fee. A short-term rental permit fee has been established by resolution of the City Council and shall be paid in conjunction with initial and renewal applications. The fee is nonrefundable.

D. Granting of Permit and Renewal. The City shall grant or renew a permit if the application meets the requirements of this section and there are no grounds for denial pursuant to section 6.30.090.B. Short-term rental permits are valid for one year or per an approved multi-year agreement and shall be renewed in coordination with business license renewals.

E. Change of Ownership. Permits only apply to the person(s) named on the application and are non-transferable. Within 14 calendar days of a material change in the property ownership or substitution of listed agent(s), a new application for a short-term rental permit shall be submitted with the required application fee.

F. Short-term rentals are subject to the provisions of Chapter 4.32 of this Code regarding the collection and remittance of Transient Occupancy Tax (TOT). Failure to comply with these provisions may result in revocation of a short-term rental permit pursuant to section 6.30.090.C. A broker that collects any revenue from arranging or listing a short-term rental location in the City has primary responsibility for collecting, paying and transmitting all TOT due to the City pursuant to Chapter 4.32 of this Code.

G. False Statements. Any false statements or information provided in the application are grounds for denial of a short-term rental permit pursuant to section 6.30.090.C, or if the permit has already been issued by the City, permit revocation or imposition of penalties.

H. Indemnification. By accepting a short-term rental permit, the permittee agrees to defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liability arising out of the actions permitted by such permit, and agrees to pay on behalf of the City all claims, damages, judgments, legal and court costs, adjuster fees and attorney fees related thereto.

Section 6.30.080 Short-Term Rental Operating Requirements

The use and occupancy of short-term rentals shall comply with the following operating requirements. For purposes of this section, "responsible person" shall mean the owner(s) and agent(s) listed in the permit application for the short-term rental:

A. Compliance with Laws. The responsible person shall comply with all applicable provisions of this Code, and all other federal, state, and local laws, rules, and regulations.

B. Public Nuisance Prohibited. The responsible person shall not cause, allow or permit the use or occupancy of the short-term rental to create a public nuisance, including, but not limited to, unruly gatherings or raucous noise. "Raucous noise" includes yelling, screaming, shouting, or making other disturbing noises, including noise violations as identified in Title 12 of this Code, which unreasonably interfere with the peace and quiet of nearby residents or members of the public. "Unruly gathering" includes, but is not limited to,

gatherings of occupants and/or guests at a short-term rental that exceed the number permitted on the short-term rental permit and gatherings of occupants and/or guests engaging in disorderly conduct that disturbs the public peace. The responsible person shall immediately abate any public nuisances caused by the use or occupancy or the short-term rental.

C. Noise Violations Prohibited. The responsible person shall not cause, allow or permit the emission or transmission of any noise violation as identified in Title 12 of this Code at a short-term rental, including from any sound-making equipment or sound-amplifying device.

D. Permitted Occupancy. The responsible person shall limit overnight occupancy of the short-term rental to a specific number of occupants not to exceed two persons per bedroom or studio plus one additional person per dwelling unit.

E. Parking. The responsible person shall limit the number of vehicles at the short-term rental to the number of parking spaces designated in the short-term rental permit. All on- site parking spaces designated for occupant use in the permit shall be made available for the vehicles of occupants. Occupants shall avoid street parking and vehicles shall not impede access to sidewalks and adjoining neighboring properties or driveways. Vehicles shall not park in designated fire lanes. Parking of motor vehicles, trailers and recreational vehicles by occupants shall comply with Section 7.20.140 of this Code.

F. Trash and Refuse. Trash and refuse shall not be left or stored within public view except at a location that is designated for collection from sunset on the day prior to trash pick-up until up to midnight on the day designated for trash pick-up. All trash shall be in approved receptacles pursuant to Chapter 7.10 of this Code and comply with Section 7.14.100 of this Code.

G. Rental Agreements. Information on the permitted occupancy, parking capacity, and trash disposal requirements of the short-term rental, and the requirements of this chapter, shall be stated in the rental information and agreement provided to prospective renters, prior to their occupancy of the short-term rental. Renters shall agree in writing to follow the provisions of this chapter that apply to use and occupancy of a short-term rental.

H. Open Burning, Recreational Fires, and Portable Outdoor Fireplaces. Bonfires and Recreational Fires are strictly prohibited within the City limits.

I. Grills and Barbeques. Grills and barbeques are not permitted beneath a potentially flammable source, including, but not limited to, trees, umbrellas, decks, or other appurtenant structures, and shall be at least 10 feet away from structures and any flammable materials. Charcoal grills of any type are strictly prohibited.

J. No Roof Access. The responsible person shall not cause, permit or allow occupants to have roof access to the short-term rental. This prohibition does not include permitted roof decks.

K. Life/Safety Compliance. The short-term rental property shall meet basic life/safety requirements under applicable laws such as the California Health & Safety Code and City-adopted building and fire codes. Minimum operating requirements include, but are not limited to, operable smoke and carbon monoxide alarms, fire extinguisher, and first aid kit.

L. Inspections. Regardless of the time of day, the responsible person shall permit the City to inspect the short-term rental and property in response to any complaint received by the City, for the purpose of making a reasonable inspection to observe and enforce compliance with all applicable laws, rules and regulations, including the provisions of this chapter.

M. No Subletting. The subletting of a short-term rental is prohibited. Only the person with a valid short-term rental permit issued by the City is permitted to advertise and rent out a property as a short-term rental.

N. No short-term rental shall be used by any tenant for business purposes of any kind. Short-term rentals shall be used for residential purposes only.

O. Special Events and Temporary Uses Prohibited. Special events and temporary uses such as weddings, corporate events, commercial functions, and any other similar events that have the potential to cause traffic, parking, noise, or other adverse impacts in the neighborhood are prohibited at the short-term rental property or as a component of short-term rental activities.

P. No Commercial Filming. No commercial filming may occur at the short-term rental property concurrently with an active short-term rental permit.

Q. Permitted Guest Hours. The designated short-term rental occupants may host guests at the short-term rental during the hours of 10:00 a.m. to 9:00 p.m. daily.

R. Advertisements. It is unlawful for any person or entity to advertise a short-term rental in the City without a valid and current permit issued by the City. All advertisements for a property operating with a valid short-term rental permit, including those advertisements posted on or by hosting platform sites, shall include the short-term rental permit number provided by the City, the maximum number of occupants permitted to stay in the unit, and the maximum number of vehicles permitted to be parked at the short-term rental.

S. Hosted units may be used as a short-term rental for an unlimited number of days during the calendar year.

T. Non-hosted units may be used as a short-term rental for no more than 90 days per calendar year.

U. Minimum Night Stay. Non-hosted units shall have a minimum night stay of two consecutive nights. This provision does not apply to hosted units or to short-term rentals in multi-family residential dwellings.

V. Interior Display of Short-Term Rental Permit. During the period of short-term rental operation, the responsible person shall affix a display on the inside of the main entry door of the short-term rental that includes: (1) the short-term rental permit that applies to the unit; (2) the maximum number of overnight occupants permitted to stay in the unit; (3) the maximum number of vehicles; and a (4) 24-hour, seven-day per week local phone number of the local contact person.

W. Exterior Complaint Phone Number Display. During the period of short-term rental operation, the responsible person shall affix a display on a front window of the short-term rental that includes: (1) a 24-hour, seven-day per week local phone number of a designated contact to take complaints regarding the unit; (2) the number of bedrooms; (3) maximum number of occupants permitted to stay in the unit; and (4) the maximum number of vehicles.

X. The Response Requirements. The responsible person shall, upon notification that occupants or guests of their short-term rental have violated provisions of this chapter or other applicable federal, state or local laws, rules, or regulations, prevent a recurrence of such conduct by those occupants or guests and shall respond to the notification of violations as soon as practically possible, but within 1 hour at the latest. Failure to timely respond to complaints may result in enforcement pursuant to section 6.30.080.C.

Y. Good Neighbor Handout. Each Short-Term Rental shall post a Good Neighbor Handout inside the permitted premises in close proximity to an entry point that includes emergency contact information for the Permittee and the Local Contact Person (if different). The Good Neighbor Handout shall also provide information about parking restrictions, restrictions on noise and amplified sound, trash collection schedule, fire evacuation routes, and any other information, as required by the Director of Community Development, applicable to the Short-Term Rental and the surrounding neighborhood.

Z. Good Neighbor Letter. Within one week following (1) the issuance of a Short-Term Rental Permit, (2) the issuance of a renewal permit, and/or (3) the approval of a transfer

application, the Permittee shall mail or personally deliver in writing a Good Neighbor Letter, in a form authorized by the Director of Community Development to the Owners and Occupants of properties located on all sides of and directly across the street (or alley or other right-of-way) from the Short-Term Rental Property. Thereafter, within 30 days of occurrence of any of the events described in (1), (2) or (3), the Permittee shall sign under penalty of perjury, and submit to the Director of Community Development, a certification that the required mailing or delivery was completed. If at any time during the term of a Short-Term Rental Permit, the Good Neighbor Letter information for the Permittee or Local Contact Person changes, the Permittee shall mail or personally deliver in writing within one week an updated Good Neighbor Letter to the Owners and Occupants of properties located on all sides of and directly across the street (or alley or other right-of-way) from the Short-Term Rental Property to maintain accuracy and shall also promptly submit to the Director of Community Development a signed under penalty of perjury certification that the required mailing or delivery of the updated information was completed.

AA. Quiet Time From 10:00 p.m. to 9:00 a.m. The hours between 10:00 p.m. and 9:00 a.m. are considered to be “quiet time,” so that no outdoor activity will disturb the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property or cause discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area. It shall constitute a major violation if any Occupants engage in outdoor activities on a Short-Term Rental Property between the hours of 10:00 p.m. and 9:00 a.m. that involve the use of fire pits, barbecues, swimming pools, hot tubs, spas, tennis or paddleball courts, or other similar and related improvements or play equipment, or if any Occupants engage in outdoor parties, outdoor singing, shouting, clapping or other activities generally associated with partying or if Occupants engage in any outdoor drunk or disorderly conduct during those hours. Any other outdoor conduct between the hours of 10:00 p.m. and 9:00 a.m. that disturbs the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property, or causes discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area, shall constitute a minor violation. It is not a violation for an Occupant to merely be out of doors during quiet time hours, so long as there is no conduct that disturbs the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property or causes discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area. The Permittee shall post signs of a size, type and at a location (or locations) acceptable to the Director of Community Development near all doors leading to the exterior of a Short-Term Rental Unit, advising Occupants of “quiet time.”

BB. No-Fault Evictions. A property containing a unit with a no-fault eviction may not operate a short-term rental for five years from the date of the eviction unless it is a single-family home that has been vacated for purposes of owner occupancy.

Section 6.30.090 Violations, Enforcement and Penalties

A. Any person violating any of the provisions of this chapter shall be subject to enforcement pursuant to Chapter 1.44 of this Code and any other enforcement mechanism available to the City, including revocation of the short-term rental permit pursuant to section 6.30.090.C.

B. Any short-term rental that is operating in violation of this chapter is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation pursuant to Section 1.36 of this Code.

C. Notwithstanding Section 1.44.050 of this Code, the following penalties apply to administrative citations issued for violations of this chapter:

1. For a first administrative citation, a fine not exceeding $500 per violation of each provision of this chapter.

2. For a second administrative citation within one year of the first citation, a fine not exceeding $1,000 per violation of each provision of this chapter.

3. For a third or subsequent administrative citation within one year of the first citation, a fine not exceeding $1,500 per violation of each provision of this chapter.

Section 6.30.100 Denial, Suspension and Revocation

A. Denial, Suspension or Revocation. In addition to any other remedy provided by this chapter, a short-term rental permit may be denied, suspended, or revoked by the City Manager, or designee, pursuant to this section.

B. Grounds for Denial or Suspension. A short-term rental permit may be denied or immediately suspended if any of the following grounds exist:

1. The application or renewal application for the short-term rental permit does not comply with all the requirements of section 6.30.060.

2. A material misrepresentation, false or misleading information was included on the application or renewal application for the short-term rental permit.

3. An authorized official has cited the short-term rental property for health or safety violation(s) and such violation(s) remain outstanding.

4. The use or occupancy of the short-term rental property has been cited by an authorized official for felony violation(s) and criminal prosecution is pending.

5. A delinquency in the payment of any outstanding fees, assessments or taxes owed to the City related to the short-term rental property, including, but not limited to, Transient Occupancy Taxes (TOT).

C. Revocation of Permit. If a third administrative citation is issued for violation(s) of this chapter at a short-term rental within a one-year period, the City shall revoke the short-term rental permit upon a determination that the violation(s) alleged in the third citation has occurred. Notwithstanding the foregoing, the City shall immediately revoke the short-term rental permit upon final determination that a felony violation relating to the use or occupancy of the short-term rental property has occurred.

D. Appeal of Denial, Suspension or Revocation. Any denial, suspension or revocation of a short-term rental permit shall be made by the City in writing and is subject to the appeal procedures set forth in Section 6.04.160 of this Code.

E. Prohibited Operations. If a short-term rental permit is revoked pursuant to this section, a short-term rental shall not be operated at the property for a period of 12 months from the date of such revocation unless the property has been sold and the new owner can demonstrate to the City that a change of property ownership occurred during that time period.

**Section 3**. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**Section 4**. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

**INTRODUCED this 19th day of August, 2025.**

**PASSED and ADOPTED this ____ day of _____, 2025**.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz
City Attorney

# AGENDA REPORT

**Department:** Community Development
**Prepared by:** Martin Reeder, AICP – Acting Director of Community Development
**Meeting Date:** Tuesday, August 19, 2025
**Approved by:** Scott W. Huth, Interim City Manager

**SUBJECT:**
Public Hearing: Introduction and First Reading of an Ordinance Amending Title 15 (Buildings And Construction) of the National City Municipal Code Creating a New Section (15.83 – Lot Tie Agreements).

**RECOMMENDATION:**
Introduce the Ordinance Entitled: "An Ordinance of the City Council of the City of National City, California, Amending Title 15 (Buildings and Construction) of the National City Municipal Code Creating a New Section (15.83 – Lot Tie Agreements)"

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
The Community Development Department has occasionally had to deal with developments occurring on multiple properties that are owned and developed as one. These occasions have become more frequent of late, which has led to discussion of the usefulness, in certain cases, of a Lot Tie Agreement. A Lot Tie Agreement allows two properties to be developed as one without the need for a lot merger and allows for flexibility with building separation, setbacks, and joint access. For example, a building may be built across a lot line or be located within the normally required setbacks of a property where both properties are held and operated as one (as though the lot line between the properties were never there). The Lot Tie Agreement would allow for this to happen without being considered as a relaxation of required codes. In the event the properties were ever to be sold separately, the City would first require that the buildings in question be demolished or moved in order to remedy any code requirement issues, then the agreement could be dissolved and the agreement terminated. However, in order to utilize this tool, it is required that the Municipal Code make reference to the use of said agreements through Ordinance. This Code Amendment would create such an Ordinance and allow for Lot Tie Agreements in the future.

**FINANCIAL STATEMENT:**
There is no budget impact as a result of this action.

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

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

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

**ORDINANCE:**
First Reading

**EXHIBITS:**
Exhibit A – Draft NCMC Chapter 15.83 – Lot Tie Agreements
Exhibit B – Draft Ordinance

## Chapter 15.83
## Lot Tie Agreements

A. If a lot consisting of two or more parcels held by the same record owner is proposed to be developed as one, construction permits shall not be issued unless and until a Lot Tie Agreement is entered into to the satisfaction of the Building Official, City Engineer, and Director of Community Development. The Lot Tie Agreement shall be recorded against the applicable properties in the Office of the San Diego County Recorder. The Lot Tie Agreement shall require the record owner to hold the applicable parcels as one and to maintain common ownership and control. The Lot Tie Agreement shall be binding upon, and the benefits of the Lot Tie Agreement shall inure to the parties and all successors in interest to the parties to the Lot Tie Agreement.

B. Cancellation of a recorded Lot Tie Agreement shall be reviewed and approved by the Building Official, City Engineer, and Director of Community Development under the Site Plan Review process if the need to hold the property as one parcel no longer exists. Under no circumstances shall the cancellation of an agreement cause a violation of this Title or Title 18 of the NCMC. If approved, the City shall forward a written declaration of the cancellation of the Lot Tie Agreement to the County Recorder.

# ORDINANCE NO. 2025 –

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE NATIONAL CITY MUNICIPAL CODE CREATING A NEW SECTION (15.83 – LOT TIE AGREEMENTS)

**WHEREAS**, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

**WHEREAS**, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

**WHEREAS**, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on August 19, 2025, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES ORDAIN AS FOLLOWS**:

**Section 1**. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

**Section 2**. Section 15.83 is hereby added to read as follows:

### Chapter 15.83
### Lot Tie Agreements

A. If a lot consisting of two or more parcels held by the same record owner is proposed to be developed as one, construction permits shall not be issued unless and until a Lot Tie Agreement is entered into to the satisfaction of the Building Official, City Engineer, and Director of Community Development. The Lot Tie Agreement shall be recorded against the applicable properties in the Office of the San Diego County Recorder. The Lot Tie Agreement shall require the record owner to hold the applicable parcels as one and to maintain common ownership and control. The Lot Tie Agreement shall be binding upon, and the benefits of the Lot Tie Agreement shall inure to the parties and all successors in interest to the parties to the Lot Tie Agreement.

B. Cancellation of a recorded Lot Tie Agreement shall be reviewed and approved by the Building Official, City Engineer, and Director of Community Development under the Site Plan Review process if the need to hold the property as one parcel no longer exists. Under no circumstances shall the cancellation of an agreement cause a violation of this Title or Title 18 of the NCMC. If approved, the City shall forward a written declaration of the cancellation of the Lot Tie Agreement to the County Recorder.

**Section 3**. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and

adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**Section 4**. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

**INTRODUCED this 19th day of August, 2025**.

**PASSED and ADOPTED this _____ day of _____, 2025**.

_____
Ron Morrison, Mayor

**ATTEST:**

_____
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM**:

_____
Barry J. Schultz
City Attorney

# AGENDA REPORT

**Department:** **Planning**
**Prepared by:** **Martin Reeder, AICP – Acting Director of Community Development**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Public Hearing – Amendment of NCMC 9.38 establishing a Tobacco Retail License Program

**RECOMMENDATION:**
Provide Feedback to Staff and/or Introduce the Ordinance entitled, "An Ordinance of the City Council of the City of National City Amending Title 9 of the National City Municipal Code by Amending Chapter 9.38 Pertaining to Tobacco Retailer Licensing and Restricting the Sale, Display and Promotion of Tobacco to Youth."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
At the meeting of January 21, 2025, the City Council directed staff per a Policy 105 request to consider development of an Ordinance amending Chapter 9.38 to include a Tobacco Retail License program. Staff returned with a staff report on March 4, 2025 and was directed to bring back an Ordinance amending the chapter and creating a Tobacco Retail License Program.

Chapter 9.38 of the Municipal Code – Restricting the sale, display, and promotion of tobacco products or cigarettes to minors – was adopted in 2000 and amended in 2003 (Exhibit A). This chapter contains regulations related to product placement within retail locations located within a thousand feet of any school, playground, recreation center or facility, childcare center, or library. Advertisement of tobacco products within one thousand feet of the same is prohibited. Signage is also required stating that the sale of tobacco products and cigarettes to persons under twenty-one years of age is prohibited by law and subject to penalties.

In addition to the regulations contained in Chapter 9.38, Title 18 (Zoning) also contains regulations pertaining to tobacco specialty businesses, defined as a business with more than forty percent of the floor area devoted to the use, display, and/or sales of tobacco products and/or paraphernalia. Chapter 18.30.230 requires a Conditional Use Permit for such a use.

In 2018 the City Council adopted amendments to Chapters 9.37 (Prohibition of Smoking in Open Air Dining Areas), 9.38, and Chapter 10.52 (Regulations for the use of municipal parks, playgrounds and golf courses). These amendments generally amended definitions of tobacco products to include electronic cigarettes.

In California, it is illegal for retailers and clerks to sell tobacco products to anyone under the age of 21. This law applies to the sale of traditional tobacco products like cigarettes as well as to the sale of electronic smoking devices like e-cigarettes and tobacco product paraphernalia. There is also a requirement for all retailers that sell electronic smoking devices in California to apply to the

California Department of Tax and Fee Administration (CDTFA) for a license. However, this is for taxation purposes. California law also now prohibits the sale of most flavored tobacco products, including e-cigarettes and menthol cigarettes. This law went into effect on December 21, 2022.

This Code Amendment request was made via a Policy 105 action that was initiated based on communication with National City For Better Health, in collaboration with SAY San Diego, administrators of the San Diego Smoke-Free Project, which encouraged adoption of a Tobacco Retail License (TRL) policy. The TRL program is aimed at ensuring local and state tobacco laws are being followed. The program, while containing rules already encompassed at the state level, would place the administrative and enforcement burden for compliance with the City. The intention of the program is for it to be supported through license fees. The main components of a TRL include:

- No new license within a thousand feet of youth-oriented facilities
- No new license within a thousand feet of another tobacco retailer
- No new license within a thousand feet of a cannabis retailer
- Total number of retail licenses limited to one per 2,500 residents
- No sales of flavored tobacco products
- Packaging, labeling, and pricing consistent with manufacturer's specifications and applicable federal requirements
- Annual renewable permit
- No transfer of license between location or person
- Compliance monitoring

All other components of the existing Municipal Code sections are maintained in some form in suggested language provided by SAY San Diego and incorporated in the attached Draft Ordinance (Exhibit B). The license fees would need to be determined and approved by City Council, and will be incorporated into the City's fee schedule.

Per the Draft Ordinance language, all lawfully operating retailers would be "deemed approved" subject to receipt of a Tobacco Retail License and compliance with basic standards such as; maintenance of license, no cessation of sales for more than 60 days, no substantial change in premises or operation, compliance with other requirements (e.g., state, federal licensing).

Based on an assessment by SAY San Diego, there are 54 existing tobacco retailers in the City. Based on their initial one license per 2,500 residents suggestion, only around 22 new licenses would be able to be approved (based on an approximate current population of 55,000). This would mean that, assuming the majority of existing retailers get a license, no new tobacco retail licenses would be permitted without attrition. However, staff is suggesting that a limitation of one license per 800 residents may be more appropriate. The current number of licenses equates to about one per 1,000 people. Additionally, there is economic benefit that the City realizes from the legal and responsible sale of tobacco. Therefore, it may be preferable to not only bring the existing 54 retail outlets into compliance, but also to grow the number of licensees in the program if there is demand. It should be noted that the City's daytime population is significantly larger than our stated population, which creates an opportunity to capitalize from sales to visitors.

Of note is the suggestion for each licensed premises to be checked annually, as well as least two compliance checks (decoy checks) per year. While this is potentially good policy, having an absolute requirement memorialized in an Ordinance may be problematic given that the number of existing retailers in the City, which would mean more than one inspection per week. Depending on priorities at the time, the ability to maintain that level of inspection frequency would be dependent on workload and staff positions.

Other cities in San Diego County that have a tobacco retail license program include Chula Vista, El Cajon, Escondido, Lemon Grove, Oceanside, San Diego, San Marcos, Solana Beach, and Vista. The County of San Diego also has its own program. For purposes of previous reports, staff looked at the Chula Vista and County programs.

The City of Chula Vista program is administered by the Police Department and costs $322 each year. Compliance checks are required every two years. Licensees are required to maintain a California Cigarette and Tobacco Products Retailer's License in addition to a City business license and Tobacco Retailers Permit. The County of San Diego program costs $730 per year and requires compliance checks, including decoy operations, once a year.

If the City Council opts to adopt this ordinance and create a Tobacco Retail License program, staff suggests a fee closer to that of the County of San Diego ($730), but a compliance schedule (with decoy operations as an optional component dependent on workload and staff levels/priorities) similar to Chula Vista (checks at least once every two years). The language in the draft ordinance is as follows, which mirrors the suggested language by SAY San Diego:

*The city shall conduct up to two compliance checks per 12-month period that involves the participation of persons between the ages of 18 and 20 to enter licensed premises to attempt to purchase tobacco products.*

This language does not fully commit the City to two "decoy" checks per year, but this is a more likely outcome if the fee charged for licensing is commensurate to the anticipated time spent and cost of compliance. It should also be noted that code compliance staff will generally be tasked with visiting each retailer on a regular basis (likely once annually). Therefore, staff is suggesting that the fee for a Tobacco Retail License be set at $700.

**FINANCIAL STATEMENT:**
The license fee of $700 will pay for staff time associated with business inspections. Based on the 54 existing retail outlets selling tobacco, the total annual fee collected would amount to approximately $37,800, which would cover the cost of 54 annual business inspections and allow for a decoy compliance check program to augment staff inspections.

**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:**
First Reading

**EXHIBITS:**
Exhibit A – Current Chapter 9.38
Exhibit B – Draft Ordinance

# *Chapter 9.38 RESTRICTING THE SALE, DISPLAY AND PROMOTION OF TOBACCO PRODUCTS OR CIGARETTES TO MINORS*

## 9.38.010 Purpose and intent.

It is the purpose and intent of the city council to enact regulations further restricting the sale or display of tobacco products and cigarettes in the city to minors, beyond that provided for by state law. Accordingly, the city council enacts the following regulations as not preempted by the Federal Cigarette Labeling and Advertising Act, 15 U.S Code Section 1332, et seq.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

## 9.38.020 Definitions.

For purposes of this chapter:

"Advertising display" means a sign, sign-board, billboard, poster, or banner that is temporarily or permanently placed within a building or displayed in the window(s) of a commercial establishment to advertise or promote products. It does not include printed material on the container of a product sold at retail.

"Cigarette," as used in this chapter and as defined by 15 U.S. Code Section 1332, means: (A) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (B) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph A of this definition.

"Playground" means any outdoor premises or grounds owned or operated by the city, a public or private school, childcare center, or youth or recreational center, that contains any play or athletic equipment used or intended to be used by minors.

"Recreation center or facility" means any recreation center or facility under the control, direction or management of the city.

"School" means any public or private elementary or secondary school, attendance at which satisfies the compulsory education laws of the state of California.

"Self-service display" means an open display of tobacco products to which the public has access without the intervention of an employee.

"Tobacco advertising display" means an advertising display that concerns tobacco products.

"Tobacco product" means any substance or product other than cigarettes containing tobacco leaf, including but not limited to cigars, pipe tobacco, snuff, chewing tobacco, and dipping tobacco.

"Tobacco retailer" or "tobacco retail store" means any person or business entity that sells any tobacco product or cigarettes and includes an employee of that person or business entity. Any retail establishment selling tobacco products or cigarettes incidental to other merchandise qualifies within this definition.

"Vendor-assisted" means that only a store employee has access to a particular product and assists a customer by supplying the product, and the customer does not take possession of the product until it is purchased.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

## 9.38.030 Measure of distance.

The distance between any tobacco retail store and any school, playground, recreation center of facility, childcare center, or library, shall be measured in a straight line, without regard to intervening structures, from the exterior of the tobacco retail store to the closest property line of the school, playground, recreation center or facility, childcare center, or library.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

## 9.38.040 Restrictions on location of tobacco products and tobacco advertising displays.

A. It is unlawful for any tobacco retailer to place, maintain, or cause to be placed or maintained any tobacco product or tobacco advertising display within two feet of any candy, snack, or nonalcoholic beverage display inside a tobacco retail store located within one thousand feet of any school, playground, recreation center or facility, childcare center or library.

B. Except as allowed in Section 9.38.040(A), it is unlawful for any person to advertise tobacco products within one thousand feet of any school, playground, recreation center or facility, childcare center or library.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

## 9.38.050 Exceptions to location of tobacco products and tobacco advertising displays inside retail establishments.

A. Section 9.38.040 does not apply to commercial establishments where access to the premises by persons under twenty-one years of age is prohibited by law.

B. Section 9.38.040A does not apply within any establishment to displays containing tobacco products which are not accessible and visible to patrons, or to displays located above, behind or below a sales counter and which are not accessible to patrons. Any display containing tobacco products shall not be used as an "advertising display" as defined in Section 9.38.020.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

(Ord. No. 2018-2452, § 4, 12-4-2018)

## 9.38.060 Self-service sale and distribution of tobacco products—Prohibited.

It is unlawful for any tobacco retailer to sell, permit to be sold, offer for sale, or display for purposes of sale, by means of self-service displays or by any means other than vendor-assisted sales, any tobacco products or cigarettes.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

## 9.38.070 Restrictions on distribution of free tobacco samples, promotional items or cigarettes to minors.

A. It is unlawful for tobacco retailer to distribute free tobacco products or promotional items, except in enclosed areas where minors are not permitted.

B. It is unlawful for any tobacco retailer to permit or allow a minor to be within six feet of any area or display where cigarettes are distributed free or at reduced cost as part of a promotion.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

## 9.38.080 Posting of signs regarding tobacco products and cigarette sales to minors.

A. Every tobacco retailer shall post conspicuously in their place of business at each point of purchase a notice stating that the sale of tobacco products and cigarettes to persons under twenty-one years of age is prohibited by law and subject to penalties, except for United States Armed Forces active duty personnel with military ID who are at least eighteen years of age. The notice shall also state that photo identification is required to purchase tobacco products and cigarettes. The letters of the sign shall be at least one-half inch in height.

B. Any sign meeting the content requirements of California Business and Professional Code Section 22952(b) and regulations promulgated thereunder, and the posting requirements of California Penal Code Section 308(c), satisfies subsection "A" of this section.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

(Ord. No. 2018-2452, § 5, 12-4-2018)

## 9.38.090 Extensions for compliance.

A. Any business that needs to make modifications to its business premises or advertising practices in order to comply with Sections 9.38.040, 9.38.060, or 9.38.080 of this chapter must comply within sixty calendar days after June 30, 2003.

B. Any business owner may apply to the city manager, through the planning director, for a reasonable extension of time within which to comply with Sections 9.38.040, 9.38.060 or 9.38.080 of this chapter, provided that the application for extension is submitted on or before the last day of the sixty-day compliance period.

C. An extension may be granted only for good cause for a maximum of one year from the effective date. "Good cause" means that the extension is necessary to prevent the business from suffering unreasonable financial hardship, or to prevent unreasonable disruption in business operations.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

## 9.38.100 Enforcement.

A. Violations of this chapter shall be prosecuted as infractions for the first offense, and may be prosecuted as misdemeanors for subsequent offenses, subject to the penalties provided in Section 1.20.010 of this code. In addition, injunctive relief, civil penalties or administrative remedies provided in Title 1 of this code, may be sought or imposed for violations.

B. This chapter may be enforced by any police officer, building inspector, code conformance officer, business license inspector or fire inspector.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

**ORDINANCE NO. 2025-____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 9 OF THE NATIONAL CITY MUNICIPAL CODE BY AMENDING CHAPTER 9.38 PERTAINING TO TOBACCO RETAILER LICENSING AND RESTRICTING THE SALE, DISPLAY AND PROMOTION OF TOBACCO TO YOUTH**

**WHEREAS**, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

**WHEREAS**, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

**WHEREAS**, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on August 19, 2025, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council; and

**NOW, THEREFORE, the City Council of the City of National City does ordain as follows**:

**Section 1**. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

**Section 2**. Section 9.38 (Restricting the Sale, Display and Promotion of Tobacco Products or Cigarettes to Minors) is hereby amended to read as follows:

**Chapter 9.38 - TOBACCO RETAILER LICENSE AND RESTRICTING THE SALE, DISPLAY AND PROMOTION OF TOBACCO TO YOUTH.**

**Section 9.38.010 Purpose and intent.**

It is the intent of the City Council, in enacting this ordinance, to ensure compliance with the business standards and practices of the City and to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those which prohibit or discourage the sale or distribution of tobacco products to youth, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalties provided therein. Accordingly, the City Council enacts the following regulations as not preempted by the Federal Cigarette Labeling and Advertising Act, 15 U.S. Code sec. 1332, et seq.

**Section 9.38.020 Definitions.**

For purposes of this chapter:

A. "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an Arm's Length Transaction.

B. "Applicant" means the Person applying for a permit pursuant to this chapter.

C. "Cannabis" has the meaning set forth in California Business and Professions Code Section 26001, as that

section may be amended from time to time.

D. “Cannabis Product” has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.

E. “Cannabis Retailer” means any retail establishment in which cannabis or cannabis products are sold or offered for sale to persons that do not hold a license to engage in commercial cannabis activity issued by the State of California in accordance with the Business and Professions Code Section 26000 et seq., as that section may be amended from time to time.

F. “Child-Resistant Packaging” means packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

G. “Cigar” means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than 4.5 pounds per thousand.

H. “Cigarette” means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described herein.

I. "City" means City of National City, California.

J. “Compliance checks” means systems the department uses to investigate and ensure that tobacco retailers are following and complying with the requirements of this chapter. Compliance checks may involve the use of persons between the ages of 18 and 20 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by the department or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.

K. “Coupon” means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

L. “Delivery sale” means the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a tobacco retail establishment. Delivery sale includes the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery sale includes delivery by licensees or third parties by any means, including curbside pick-up.

M. “Department” means the Community Development Department and any agency or person designated by the City to enforce or administer the provisions of this chapter.

N. "Electronic Smoking Device" means an electronic device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. “Electronic Smoking Device” includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. “Electronic Smoking Device” does not include “drugs,” “devices,” or “combination products,” authorized for sale

by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act. "

O. "Flavored Tobacco Product" means any tobacco product that imparts:

1. a taste or odor distinguishable by an ordinary consumer, other than the taste or odor of tobacco, either prior to or during the consumption of such tobacco product, including but not limited to tastes or odors relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, mint, wintergreen, menthol, herb, or spice; or
2. a cooling or numbing sensation distinguishable by an ordinary consumer during the consumption of such tobacco product.

P. “Full Retail Price” means the displayed price plus all applicable taxes and fees if such taxes and fees are not included in the displayed price. For the purposes of this chapter, “Displayed Price” means the price displayed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale.

Q. "Little Cigar” means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than 4.5 pounds per thousand. Little Cigar includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.

R. “Manufacturer” means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product, or imports a finished tobacco product for sale or distribution into the United States.

S. “Moveable Place of Business” means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

T. "Person" means any human being, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

U. “Pharmacy” means any retail establishment in which the profession of pharmacy is practice by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

V. “Proprietor” means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10% or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.

W. “Recreation Facility” means an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes, and includes but is not limited to, a gymnasium, playing court, playing field, and swimming pool.

X. “Sale” mean any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

Y. "Self-Service Display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the

retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of Self-Service Display.

Z. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. "Smoking" includes using an electronic smoking device.

AA. "Tobacco Product" means:
1. Any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled absorbed, or ingested by any other means, including but not limited to, a cigarette, cigar, little cigar, pipe tobacco, snuff, snus, or chewing tobacco;
2. Any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or
3. Any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes. "Tobacco Product" does not mean "drugs," "devices," or "combination products," authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

BB. "Tobacco Retailer" means any person who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco products. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.

CC. "Tobacco Retailing" means engaging in the activities of a tobacco retailer.

DD. "Youth-Oriented Facility" means a parcel in the city that is occupied by:
1. a private or public kindergarten, elementary, middle, junior high, or high school;
2. a library open to the public;
3. a playground open to the public;
4. a youth center, defined as a facility where children, ages 6 to 17, inclusive, come together for programs and activities;
5. a recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes;
6. a park open to the public or to all the residents of a private community;
7. a licensed child-care facility or preschool [other than a small-family day care home or a large-family day care home [as defined in California Health & Safety Code § 1596.78]].

**Section 9.38.030 General requirements and prohibitions.**

A. *Tobacco retailer's license required*. It shall be unlawful for any person to engage in tobacco retailing in the City without first obtaining and maintaining a valid tobacco retailer's license for each location at which tobacco retailing is to occur.

B. *Lawful business operation*. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to the sale of tobacco products.

C. *Smoking prohibited*. Smoking, including smoking for the purpose of sampling any tobacco product, is prohibited

within the indoor area of any retail establishment licensed under this chapter. Smoking also prohibited outdoors within 25 feet of any retail establishment licensed under this chapter.

D. *Minimum Legal Sales Age*. No person engaged in tobacco retailing shall sell a tobacco product to a person under 21 years of age.

E. *Display of License*. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

F. *Positive identification required*. No person engaged in tobacco retailing shall sell a tobacco product to another person without first verifying by means of government- issued photographic identification that the recipient is at least 21 years of age.

G. *Self-service displays prohibited*. Tobacco retailing by means of a self-service display is prohibited.

H. *On-site Sales*. All sales of tobacco products shall be conducted in-person in the licensed location. It shall be a violation of this chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to engage in the delivery sale of tobacco products or to knowingly or recklessly sell or provide tobacco products to any person that intends to engage in the delivery sale of the tobacco product in the City.

I. *Posting of Signs.* Every tobacco retailer shall post conspicuously in their place of business at each point of purchase a notice stating that the sale of tobacco products and cigarettes to persons under twenty-one years of age is prohibited by law and subject to penalties. The notice shall also state that photo identification is required to purchase tobacco products. The letters of the sign shall be at least one-half inch in height.
    a. Any sign meeting the content requirements of California Business and Professional Code Section 22952(b) and regulations promulgated thereunder, and the posting requirements of California Penal Code Section 308(c), satisfies Subsection I of this Section.

**Section 9.38.040 Limits on eligibility for a tobacco retailer license.**

A. *Mobile Vending*. No license may be issued to authorize tobacco retailing at other than a fixed location. No tobacco retail license will be issued to a moveable place of business.

B. *Licensed cannabis businesses*. No license may be issued, and no existing license may be renewed, to authorize tobacco retailing at a location licensed for commercial cannabis activity by the State of California under Business and Professions Code Division 10.

C. *Pharmacies*. One year after the effective date of this ordinance, no license may be issued, and no existing license may be renewed, to authorize tobacco retailing in a pharmacy.

D. *Proximity to youth-oriented facilities*. No newly established business requesting to be licensed for the sale of tobacco may be within 1,000 feet of a youth-oriented facility as measured by a straight line from the nearest point of the property line of the parcel on which the youth-oriented facility is located to the nearest point of the property line of the parcel on which the applicant's business is located.

E. *Proximity to other tobacco retailers*. No newly established business requesting to be licensed for the sale of tobacco may be within 1,000 feet of a tobacco retailer location already licensed pursuant to this chapter as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing licensee's business is located.

F. *Proximity to cannabis retailers*. No new license may be issued to authorize tobacco retailing within [ 1,000 ] feet of an existing cannabis retailer as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing cannabis retailer is located.

G. *Measure of distance*. The distance between any tobacco retail store and any school, playground, recreation center or facility, childcare center, library, or other tobacco retailer, or cannabis retailer, shall be measured in a straight line, without regard to intervening structures, from the exterior of the tobacco retail store to the closest property line of the school, playground, recreation center or facility, childcare center, or library.

H. *Population and density*. The issuing of tobacco retailer licenses is limited as follows:

1. The total number of tobacco retailer licenses within the city shall be limited to one for each 800 inhabitants of the city.
2. For the purposes of this subsection, the total population of the city shall be determined by the most current published total available from the U.S. Census Bureau or the California State Department of Finance, whichever has been more recently updated, as of the date the license application is filed.
3. No new license may be issued to authorize tobacco retailing if the number of tobacco retailer licenses already issued equals or exceeds the total number authorized pursuant to subsection (1).

I. *Existing retailers*. A tobacco retailer operating lawfully on the date this ordinance is adopted may receive an exemption from Subsection D, E, F, and H, as long as all of the following conditions are met:

1. the license is timely obtained and is renewed without lapse or revocation;
2. the tobacco retailer is not closed for business or otherwise suspends Tobacco Retailing for more than sixty (60) consecutive days;
3. the tobacco retailer retains the right to operate under other applicable laws.

J. *Change of business dispute*. If the City determines that a tobacco retailer has substantially changed their business premises or operation and the tobacco retailer disputes this determination, the Tobacco Retailer bears the burden of proving by a preponderance of evidence that such change(s) do not constitute a substantial change.

**Section 9.38.050 Restrictions on location of tobacco products, and tobacco advertising displays.**

A. It is unlawful for any tobacco retailer to place, maintain or cause to be placed or maintained any tobacco product or tobacco advertising display within two feet of any candy, snack, or non-alcoholic beverage display inside a tobacco retail store located within one thousand feet (1,000) of any youth-oriented facility.
B. Except as allowed in subsection A, it is unlawful for any person to advertise tobacco products within one thousand feet (1,000) of any youth-oriented facility.
C. Subsection A does not apply to commercial establishments where access to the premises by persons under twenty-one years of age is prohibited by law.

**Section 9.38.060 Sale of flavored tobacco products prohibited.**

The sale of flavored tobacco products shall be regulated by state law.

**Section 9.38.070 Tobacco product pricing and packaging.**

A. *Packaging and labeling*. No tobacco retailer shall sell any tobacco product to any consumer unless the tobacco product: (1) is sold in the manufacturer's packaging intended for sale to consumers; (2) conforms to all applicable federal labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements. Upon request by the City, a licensee must provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

B. *Display of price*. The price of each tobacco product offered for sale shall be clearly and conspicuously displayed on the tobacco product or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale.

C. *Distribution of tobacco samples or promotional items.* It is unlawful for any person to distribute free or nominally priced tobacco products.

D. *Prohibition of tobacco coupons and discounts.* No tobacco retailer shall:

1. honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price;

2. sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or

3. provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.

E. *Prohibition on the sale of individual cigarettes*. No tobacco retailer shall sell cigarettes individually or in packages containing less than 20 cigarettes.

**Section 9.38.080 License application procedure.**

A. An application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. All applications shall be submitted on a form supplied by the Department.

B. A license issued contrary to this Chapter, contrary to any other law, or on the basis of false or misleading information shall be revoked pursuant to this Chapter. Nothing in this Chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.

C. Applicant submissions must contain the following information:

1. The name, address, and telephone number of each proprietor of the business seeking a license.

2. The business name, address and telephone number of the location for which a license is sought.

3. The name and mailing address authorized by each proprietor to receive all communications and

notices required by, authorized by, or convenient to the enforcement of this Chapter.

4. Proof that the location for which a tobacco retailer's license is sought has been issued all necessary state license for the sale of tobacco products.

5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this Chapter or any other local, state, or federal law governing the sale of tobacco products and, if so, the dates and locations of all such violations within the previous five years.

6. A signed affidavit affirming that the proprietor has not sold and will not sell any tobacco product without a license required by this Chapter.

7. Such other information as the Department deems necessary for the administration or enforcement of this Chapter as specified on the application form required by this section.

8. Copies of applications for licenses and licenses issued pursuant to California Business and Professions Code Section 22970 et seq., the "Cigarette and Tobacco Products Licensing Act of 2003." If an application for a license pursuant to the "Cigarette and Tobacco Products Licensing Act of 2003" has been denied, copies of documentation regarding the reason for the denial of such license.

D. *Change in information.* A licensed tobacco retailer shall inform the Department in writing of any change in the information submitted on an application for a Tobacco Retailer's license within 10 business days of a change.

E. All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code Section 6250 et seq.) or any other applicable law, subject to the laws' exemptions.

**Section 9.38.090 License issuance and renewal.**

A. *Issuance of license*. Upon the receipt of a complete and adequate application for a tobacco retailer's license and the license fee required by this chapter, the Department may grant or deny the application for license, or it may delay action for a reasonable period of time to complete any investigation of the application of the applicant deemed necessary.

B. *Denial of application.* The Department may deny an application for a tobacco retailer's license based on any of the following reasons:

1. The information presented in the application is inaccurate or false. Intentionally supplying inaccurate information shall be a violation of this chapter;
2. The application seeks authorization for tobacco retailing at a location for which this chapter prohibits a license to be issued;
3. The application seeks authorization for tobacco retailing for a proprietor to whom this chapter prohibits a license to be issued; or
4. The application seeks authorization for tobacco retailing in a manner that is prohibited pursuant to this chapter, that is unlawful pursuant to any other chapter of this Code, or that is unlawful pursuant to any other law.
5. Any other suitable reason the granting of a license to the applicant is not consistent with the public health and welfare, including the applicant's history of noncompliance with this Chapter and other laws relating

to the sale of tobacco products.

6. The applicant is under the age of twenty-one.

**Section 9.38.100 License renewal and expiration.**

A tobacco retailer's license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. The term of a tobacco retailer license is one (1) year. Each tobacco retailer will apply for the renewal of their tobacco retailer's license and submit the license fee no later than thirty (30) days prior to expiration of the current license. A retailer that fails to timely submit a renewal application and fee is ineligible for license renewal and must submit a new application pursuant to this Chapter.

**Section 9.38.110 Licenses not transferrable, past violations at retail location.**

A. *Licenses not transferrable*. A tobacco retailer's license may not be transferred from one Person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailer has a new tobacco retailing location or a location has a change in proprietors.

B. *Past violations*. Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to the location unless:

1. The location has been transferred to the new Proprietor(s) in an Arm's Length Transaction; and

2. The new proprietor(s) provide the City with clear and convincing evidence that the new Proprietor(s) have acquired the location in an Arm's Length Transaction.

**Section 9.38.120 License conveys a limited, conditional privilege.**

Nothing in this chapter shall be construed to grant any Person obtaining and maintaining a Tobacco Retailer's license any status or right other than the limited conditional privilege to act as a Tobacco Retailer at the location in the City identified on the face of the permit. Nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law

**Section 9.38.130 Fee for license**

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the City Council. The fee shall be calculated so as to recover the total cost of administration and enforcement of this chapter, including, but not limited to, issuing a license, administering the l program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

**Section 9.38.140 Compliance monitoring.**

A. Compliance with this chapter shall be monitored by the Department. In addition, the City may designate additional persons to monitor compliance with this chapter. All licensed premises must be open to inspection by city staff or designated persons during regular business hours.

B. The Department shall inspect each tobacco retailer at least one (1) time per 12-month period.

C. The city shall conduct up to two compliance checks per 12-month period that involves the participation of persons between the ages of 18 and 20 to enter licensed premises to attempt to purchase tobacco products.

D. Nothing in this section shall create a right of action in any licensee or other person against the city or its agents

**Section 9.38.150 Suspension or revocation of permit.**

A. *Notice.* Upon discovery of a suspected violation, the Department shall issue the alleged violator, either personally or by first class mail addressed to the authorized address, an administrative citation that sets forth the alleged violation and which shall inform the alleged violator of their right to be heard on the accusation. The administrative citation shall comply with the requirements of Section 1.44.030 of the National City Municipal Code.

B. *Hearings.* Upon issuance of an administrative citation, a person accused of violating this Ordinance may request in writing a hearing on the matter in accordance with the procedures set forth in Sections 1.44.070 – 1.44.120 of the National City Municipal Code.

C. *Costs*. If this administrative citation is upheld by the hearing officer, the city's actual expenses in holding the hearing up to a maximum of one thousand dollars ($1,000) must be paid by the person requesting the hearing.

D. *Continued violation*.

1. Each day on which a tobacco product is distributed, sold, or offered for sale in violation of this Chapter shall constitute a separate violation of this Chapter; and

2. Each individual tobacco product that is distributed, sold, or offered for sale in violation of this Chapter shall constitute a separate violation of this Chapter.

E. *Revocation of License Wrongly Issued.* A tobacco retailer's license shall be revoked if the Department finds, after the Licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under this Chapter existed at the time application was made, or at any time before the permit issued, or one or more of the bases for denial of a renewal permit under this Chapter existed at the time the renewal permit was issued. Notice and appeal of the revocation shall be conducted in accordance with this section.

F. If a license issued under this chapter is suspended or revoked, all tobacco products at the suspended or revoked tobacco retailer's location shall be removed from public view for the duration of the suspension or revocation. The tobacco retailer additionally shall not display any advertisement relating to tobacco products that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location for the duration of the suspension or revocation.

**Section 9.38.160 Violations and penalties.**

A. Any licensee who is found to be in violation of this Ordinance, whether such violation is determined by a hearing officer or superior court; or the Licensee has pleaded guilty, "no contest," or its equivalent, or admitted to a violation, will be charged an administrative fine and as well as their license suspended or

revoked follows:

1. Upon a finding by the Department of a first violation of this chapter at a location, the Licensee shall be issued a warning.

2. Upon a finding by the Department of a second violation of this chapter at a location within any 36-month period, the licensee will be charged an administrative fine of $300 and the license shall be suspended for 90 days.

3. Upon a finding by the Department of a third violation of this chapter at a location within any 36-month period, the licensee will be charged an administrative fine of $600 and the license shall be suspended for one year.

4. Upon a finding by the Department of a fourth violation of this chapter at a location within any 36-month period, the licensee will be charged an administrative fine of $1,000 and the license shall be revoked.

B. *Tobacco retailing without a valid license.* In addition to any other penalty authorized by law, if the Department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer's permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailer's permit as follows:

1. After a first violation of this section at a location within any 36-month period, no new permit may be issued for the person or the location (unless proprietorship of the business at the location has been transferred in an Arm's Length Transaction), until 90 days have passed from the date of the violation.

2. After a second violation of this section at a location within any 36-month period, no new permit may be issued for the person or the location (unless proprietorship of the business at the location has been transferred in an Arm's Length Transaction), until 180 days have passed from the date of the violation.

3. After of a third or subsequent violation of this section at a location within any 36-month period, no new license may be issued for the person or the location (unless Proprietorship of the business at the location has been transferred in an Arm's Length Transaction), until five years have passed from the date of the violation.

C. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a Person under the age of 18 years old, such a Person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the preponderance of the evidence presented.

D. All tobacco retailers are responsible for the actions of their employees relating to the sale, offer to sell, and furnishing of tobacco products at the retail location. The sale of any tobacco product shall be considered an act of the tobacco retailer.

E. Tobacco products offered for sale in violation of this Chapter are subject to seizure by the Department or its designee and shall be forfeited after the licensee or any other owner of the tobacco products seized is given reasonable notice and an opportunity to demonstrate that the tobacco products were not offered for sale in violation of this Chapter. The decision by the Department may be appealed pursuant to the procedures set

forth in Section 9.38.150. Forfeited tobacco products shall be destroyed and properly disposed of at the cost of the seller after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

F. Violations of this Chapter may, at the discretion of the City Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.

G. Violations of this Chapter are hereby declared to be public nuisances.

H. In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by City Attorney, including administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.

I. The remedies specified in this section are cumulative and in addition to any other remedies available under State or local law for a violation of this Code.

**Section 9.38.170 Exceptions.**

A. Nothing in this Chapter prevents the provision of tobacco products to any person as part of an indigenous practice or a lawfully recognized religious or spiritual ceremony or practice.
B. Nothing in this Chapter shall be construed to penalize the purchase, use, or possession of a tobacco product by any person not engaged in tobacco retailing.

**Section 9.38.180 Construction and severability.**

It is the intent of the City Council to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this Chapter, or its application to any other person or circumstance. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 9.38.190 Public records.**

All information provided to the Department by a licensee or license applicant pursuant to this Chapter shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 et seq.) or any other applicable law.

**Section 3**. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**Section 4**. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published

once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

**INTRODUCED this 19th day of August, 2025.**

**PASSED and ADOPTED this _____ day of _____, 2025.**

_____
Ron Morrison, Mayor

**ATTEST**:

_____
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM**:

_____
Barry J. Schultz
City Attorney

# AGENDA REPORT

**Department:** **Community Services**
**Prepared by:** **Joanne McGhee, Community Services Manager**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott Huth, Interim City Manager**

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**SUBJECT:**
Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation.

**RECOMMENDATION:**
Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Amendment to the Agreement with American Golf Corporation for the Maintenance and Operation of the National City Golf Course to Extend the Agreement by Sixty Days to October 31, 2025."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**

On May 3, 1984, the City of National City entered into an agreement with American Golf Corporation for the lease and operation of the National City Golf Course, located at 1439 Sweetwater Road, National City, California (the "Agreement"). The Agreement encompasses the operation and maintenance of the public golf course, driving range, clubhouse, restaurant, bar, golf instruction services, and the pro shop. The initial term of the Agreement was five years, with the option for seven (7) five-year extensions at the discretion of American Golf Corporation, plus two (2) additional five-year option periods at the discretion of City

Since its original execution, the Agreement has been amended on multiple occasions to address operational and contractual updates, with the most recent amendment approved on May 5, 2021. Additionally, American Golf Corporation has exercised all seven five-year extensions provided for in the Agreement and has requested an additional five-year extension from the City.

Under the terms of the Agreement, American Golf Corporation pays the City of National City a base rent of $72,000 per year in addition 10% of sales from green fees, cart rentals, and driving range, 6% of sales from Pro shop, food and beverage sales. All expenditures related to the maintenance and operation of the property are the responsibility of the lessee, resulting in minimal financial burden to the City.

American Golf Corporation has been a reliable and responsible tenant, consistently acting in good faith throughout the term of the Agreement. They have supported and promoted recreational golf within the community by providing opportunities for local high school programs, hosting women's golf sessions, offering inclusive golf programs, and prioritizing the hiring of local residents. Additionally, the fee schedule includes discounted resident and senior rates to ensure that National City residents have priority access and affordable use of the facility.

American Golf Corporation is also actively working with the City to address necessary infrastructure improvements, including repairs to the on-site bridge. In addition, they are committed to enhancing the overall grounds by planting more trees, upgrading golf turf, installing new targets at the driving range, and offering food and beverage promotions to improve the experience for visitors to the café. Their operations also contribute to the local economy by attracting visitors who support nearby businesses and restaurants, as well as through their participation in local events and special programs that strengthen community engagement.

The current term of the Agreement expires on August 31, 2025. In order to allow sufficient time to further explore continuing American Golf Course's operation of the golf course and any amendments to the Agreement that may be necessary, staff recommends extending the Agreement for an additional sixty days to October 31, 2025.

**FINANCIAL STATEMENT:**
FY 25 Revenue $217,838
FY 24 Revenue $142,589
FY 23 Revenue $73,687

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

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

**PUBLIC NOTIFICATION:**
The Agenda Report was posted 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 – Historical_Redacted
Exhibit B – Resolution
Exhibit C – Letter_Redacted
Exhibit D – Amendment to Agreement

32-4

70268
4/3/84
[redacted]

Resolution
14,288
4/3/84

LEASE AND OPERATING AGREEMENT

for

LAS PALMAS MUNICIPAL GOLF COURSE

between

THE CITY OF NATIONAL CITY

and

AMERICAN GOLF CORPORATION

Prepared by: DONALD F. McLEAN, JR.
City Attorney
THE CITY OF NATIONAL CITY
1243 National City Blvd.
National City, CA 92050
(916) 477-1181

Plff. ☐ Deft. ☐
Exhibit No. 24-A-H-42 For I.D.
Lisa Colucci [redacted]
Witness:
Date: 1-16-85

EXHIBIT "B"

SCHEDULE OF PROPOSED CAPITAL IMPROVEMENTS

1984

| Item: | | Estimated Cost: |
|---|---|---|
| 1. | Fairway | $ 50,000.00 |
| 2. | Course Drainage | 80,000.00 |
| 3. | Irrigation System: | |
| | A. Controllers<br>B. Valves<br>C. Sprinklers | 140,000.00 |
| 4. | Greens (9) | 63,000.00 |
| 5. | Tees (9) | 27,000.00 |
| 6. | Cart Paths | 20,000.00 |
| 7. | Trees | 10,000.00 |
| 8. | Clubhouse: | |
| | A. Food & Beverage<br>B. Pro Shop<br>C. Cart Storage | 70,000.00 |
| 9. | Sand traps | |
| 10. | Driving Range (including lights) | 70,000.00 |
| 11. | Parking Lot Repairs | 15,000.00 |
| 12. | Lake Repair | |
| 13. | Putting Greens | |
| 14. | Fencing | |
| 15. | Landscaping | |
| 16. | Misc. (including items: 9,12,13,14,& 15) | 75,000.00 |
| | Total | $620,000.00 |

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LEASE AND OPERATING AGREEMENT
FOR
LAS PALMAS MUNICIPAL GOLF COURSE

THIS AGREEMENT, dated May 3, 1984, hereinafter called "this Lease" is executed by the CITY OF NATIONAL CITY, a municipal corporation, hereinafter referred to as "Landlord", and AMERICAN GOLF CORPORATION, hereinafter referred to as "Tenant".

1. PROPERTY LEASED

1.1 Real Property (Premises)

Landlord hereby leases to Tenant and Tenant hires from Landlord the improved real property, hereinafter called "the Premises", located in National City, State of California, known as Las Palmas Golf Course, described in Exhibit "A", attached hereto, and made a part hereof.

Not withstanding any other provision of this Lease, Landlord expressly reserves and retains unto itself, successors, and assigns all rights in and to all minerals, oil, gas and other hydrocarbons located in or beneath leased Premises, provided, that no lease shall be executed or drilling rights granted which permit drilling on the fairways or golf course proper.

2. USE OF PREMISES

Tenant hereby covenants and agrees that the Premises shall be used only and exclusively for the purpose of operating thereon a public golf course, driving range, club house, restaurant and bar for the dispensing of food and alcoholic or non-alcoholic beverages, the furnishing of golf lessons, a golf pro shop, and related uses customarily associated therewith.

Landlord hereby expressly reserves and retains the right to define other uses customarily associated with the operation of said golf course.

In no event shall Tenant use the herein Premises, nor any portion thereof, for any other purpose than that hereabove set forth, unless Tenant shall first have had and obtained the written approval of Landlord to so do.

3. TERM

The term of this Lease shall be for five (5) years, provided that all of the Tenant's responsibilities are fully complied with. In the event Landlord should notify Tenant of a failure to comply with any of Tenant's responsiblities as noted in this Lease, or its Exhibits, and Tenant fails to rectify such failure within sixty (60) days, and such failure continues thereafter, the Landlord may terminate this Lease. Provided Tenant has fully complied with all the obligations contained in this Lease, Tenant will have the option to extend this Lease at the end of the initial term for seven 5-year terms by the giving to Landlord written notice of such desire six (6) months before the end of the particular term in question.

Landlord reserves the right to offer to Tenant, in consideration for the successful performance of the period of this Lease, two additional 5-year option periods. Tenant agrees that the Landlord shall at its sole discretion, decide whether or not said option periods shall be offered to Tenant.*

4. RENT

Tenant shall pay Landlord annual rent during the term of this Lease for the Premises and equipment as provided in paragraph 1 hereinabove (regardless of the condition of any equipment, the depreciation and obsolescence of which has been taken into account in determining the total rent for the original Lease), said annual rent to be net above, real and/or personal property taxes, as follows:

A. During the term of this Lease, the annual rent shall be the greater of either the minimum rent hereinafter set forth for the periods stated or the percentage of gross sales stated in this paragraph.

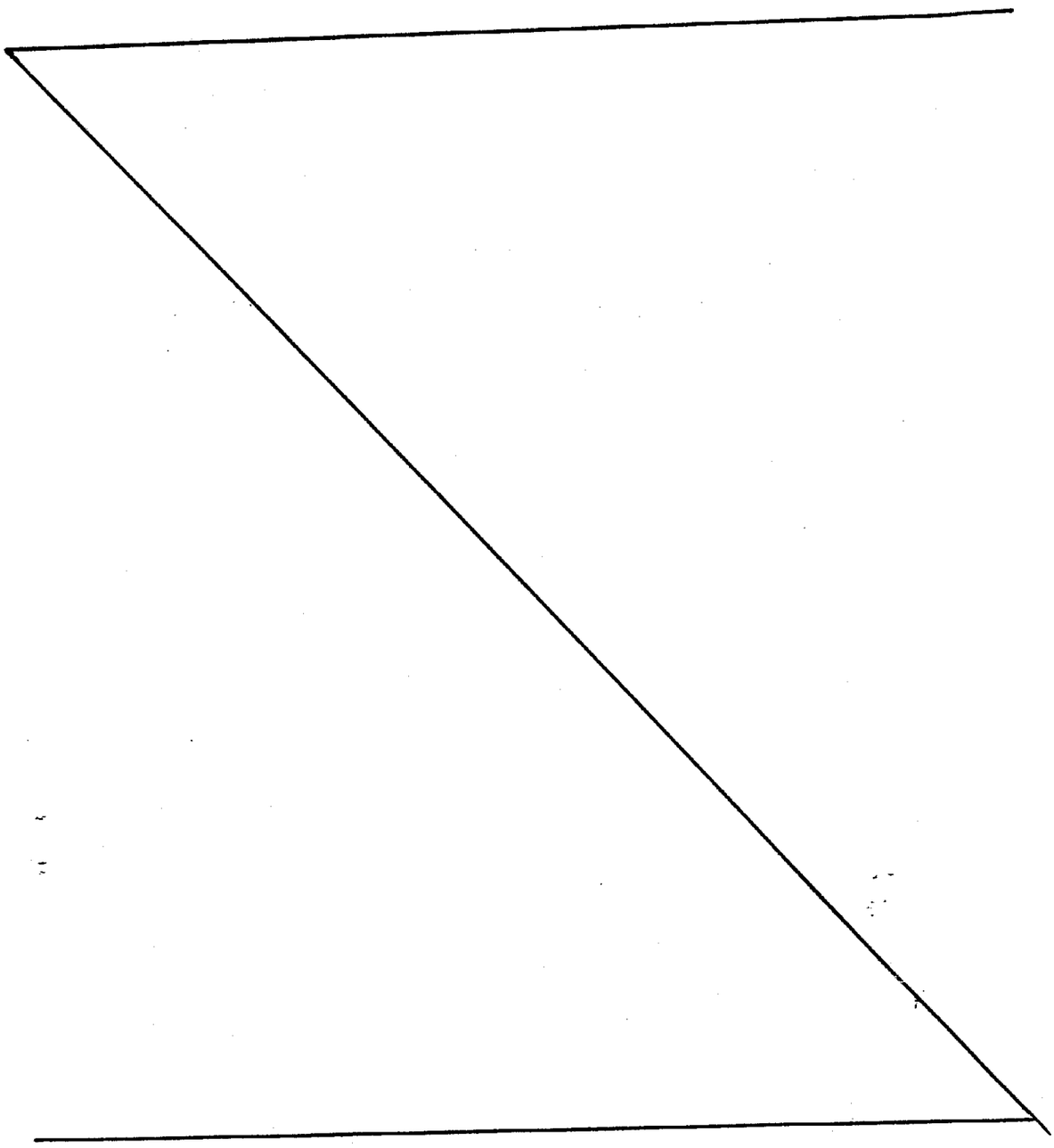
In no event shall any annual rental payment be less than the following:

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* These two additional 5-year option periods will be subsequent to and are in addition to the initial 5-year lease term and the seven 5-year renewal terms that are at the Tenant's option. This means that, with all extensions, the total term of this Lease can be 50 years.

3.A CONSTRUCTION PERIOD

Landlord and Tenant both acknowledge that there will be a Construction Period not to exceed 275 days that will occur immediately after the execution of this Lease. During the Construction Period, it will not be possible for golfers to make use of the golf course and the driving range or facilities appurtenant thereto. The term of this Lease and the Tenant's obligation to pay annual rent will not commence until the end of the Construction Period, that being the date when the golf course reopens for play. During the Construction Period, Tenant and its agents will have the right to go onto the leased property to make all necessary capital improvements.



1) Years 1 through, and including 8, $25,000.00 per year, with the first year rental due in advance on the date of execution of this Lease.

2) Years 9 through, and including 10, $36,000.00 per year (providing the Lease is renewed as herein provided);

3) Years 11 through, and including 15, $48,000.00 per year (providing the Lease is renewed as herein provided);

4) Years 16 through, and including 25, $60,000.00 per year (providing the Lease is renewed as herein provided);

5) Years 26 through, and including 40, $72,000.00 per year (providing the Lease is renewed as herein provided).

Beginning upon execution of this Lease and continuing through the end of the eighth (8th) year of this Lease, the percentages shall be as follows:

1) Sales from greens fees, cart rentals and driving range - five percent (5%) of gross income;

2) Sales of food and beverages - five percent (5%) of gross income;

3) Sales from the Pro Shop - five percent (5%) of gross income.

Beginning with the ninth (9th) year and continuing through the end of the tenth (10th) year of this Lease, provided the Lease is renewed as herein provided, the percentagesshall be as follows:

1) Sales from greens fees, cart rentals and driving range - six percent (6%) of gross income;

2) Sales of food and beverages - five percent (5%) of gross income;

3) Sales from the Pro Shop - five percent (5%) of gross income.

Beginning with the eleventh (11th) year and continuing through the end of the fifteenth (15th) year of this Lease, provided the Lease is renewed as herein provided, the percentages shall be as follows:

1) Sales from greens fees, cart rentals and driving range - seven percent (7%) of gross income;

2) Sales of food and beverages - five percent (5%) of gross income;

3) Sales from the Pro Shop - five percent (5%) of gross income.

Beginning with the sixteenth (16th) year and continuing through the end of the twenty-fifth (25th) year of this Lease, provided the Lease is renewed as herein provided, the percentages shall be as follows:

1) Sales from greens fees, cart rentals and driving range - eight percent (8%) of gross income;

2) Sales of food and beverages - six percent (6%) of gross income;

3) Sales from Pro Shop - six percent (6%) of gross income.

Beginning with the twenty-sixth (26th) year and continuing through the end of this Lease, provided the Lease is renewed as herein provided, the percentages shall be as follows:

1) Sales from greens fees, cart rentals and driving range - ten percent (10%) of gross income;

2) Sales of food and beverages - six percent (6%) of gross income;

3) Sales from Pro Shop - six percent 6%) of gross income.

B. For each and every year during the term hereof commencing upon execution of this Lease, Tenant shall pay the amount specified hereinabove as annual minimum rent for the year concerned in twelve (12) equal monthly installments, in advance, on the first day of each and every month.

C. For each and every calendar quarter or fraction thereof during the term of this Lease, Tenant shall pay to Landlord on or before the last day of the next succeeding month,

the sum of money determined by deducting the sum of the monthly minimum rents for such preceding calendar quarter from the percentage rent calculated for each preceding quarter. In no event, however, shall the monthly rent to be paid by Tenant to Landlord be less than the minimum rental herein specified. On or before January 31 of each year, the total amount of percentage rent for the previous calendar year shall be computed and, in the event that the total amount of rentals paid for such calendar year is not equal to the percentage rental payable pursuant to the foregoing formula for such calendar year, then, Tenant shall pay any deficiency to Landlord within thirty (30) days after such deficiency is determined. In the event that the total amount of rentals paid for any calendar year exceeds both the annual minimum rental and the percentage rental payable pursuant to the foregoing formula for such calendar year, Tenant shall receive a credit equivalent to such excess, which may be deducted by Tenant from the next percentage rental payment, if any, due under this Lease, and if no percentage rental payment is due, then such excess may be deducted by Tenant from the minimum rent for the month next succeeding the end of the calendar year in which such excess rent was paid.

4.1 Furnishing Statement of Gross Income.

Tenant shall submit to Landlord on or before the 20th day of each and every calendar month following a calendar quarter (excluding the first year of the term hereof) at the place then fixed for the payment of rent, together with the remittance of percentage rent, a written statement signed by Tenant or a person duly authorized by Tenant, and certified to be accurate by a licensed certified public accountant, showing in accurate detail the amount of gross income of the preceding calendar quarter, and shall submit to Landlord on or before the 60th day following the end of each year at the place then fixed for the payment of rent, a statement signed by Tenant, or a person duly authorized by Tenant, showing in accurate detail the amount of gross income during the preceding year and the sales tax return filed by Tenant

with the State. The statements referred to herein shall be in such form and style and contain such details and breakdown as Landlord may reasonably determine.

4.2 Accounting Records.

A. In order to be able to verify statements furnished Landlord in case of dispute, Tenant agrees to install and maintain, to the standard of accepted accounting and auditing practices, an appropriate set of bookkeeping records, during the term of this Lease and for a period of twenty-four (24) months after termination thereof, in the County of San Diego or the Southern California area.

B. Books and accounts hereinabove required shall be kept or made available at the said golf course or elsewhere within the County of San Diego, or the Southern California area and Landlord shall have the right at any and all reasonable times to examine and audit the same, within restriction.

4.3 Cost of Audit.

A. In the event of a dispute as to the accuracy of the monthly or annual statements, and such dispute requires an audit to resolve the dispute, and there is found to be a discrepancy of five percent (5%) or more of rent due, the party proved to be incorrect shall pay all costs and fees of conducting said audit.

B. In the event Tenant fails or refuses to make available its original books and records of account as hereinabove provided at the said Premises or within the territorial limits of the County of San Diego, Tenant agrees to pay Landlord ALL necessary expenses incurred by Landlord in obtaining said books and records and in conducting any audit at the location where said books and records of account are maintained, notwithstanding which party proved to be incorrect.

4.4 Lease Year Defined.

A. "Lease Year" shall mean each period of twelve (12) consecutive calendar months commencing on the execution of this Lease and ending three hundred sixty-five (365) days later (except during those years referred to as "Leap Years", which shall consist of three hundred sixty-six (366) days), which falls within the term of this Lease. Said "Lease Year" may be changed by written agreement of the parties hereto.

B. Each Lease Year shall constitute a separate accounting period for the purpose of computing percentage rent, and gross income for any one Lease Year shall not be carried back or forwarded into any other Lease Year.

C. In the event this Lease is terminated, as hereinafter provided, prior to the end of the Lease Year, that short period shall be subject to appropriate pro-ration.

4.5 Gross Income.

A. There shall be excluded from gross income or deducted therefrom, if previously included:

1) Cash refunded or credit allowed on returns by customers, but not exceeding in any one instance the selling price of the item in question.

2) Sales taxes, excise taxes, gross receipts taxes, and other similar taxes now or hereafter imposed upon the sale of food, beverages, merchandise or services paid by Tenant to the taxing authority whether added to or included in the selling price.

3) Sales of trade fixtures or personal property to be replaced by Tenant which are not stock-in-trade.

4) Income paid for golf lessons directly to instructor by student over which Tenant has no control.

5. CAPITAL IMPROVEMENTS

5.1 Improvements.

During the first twelve (12) months, or sooner, of the Lease, Tenant agrees to make certain improvements to course. The precise description of these capital improvements are listed in Exhibit "B" attached hereto and made a part hereof (hereinafter called "improvements").

5.2 Landlord Approval.

The plans and specifications for any construction, repair, renovation or modification on premises having a value of $10,000.00 or more, in such detail as may be required by Landlord, shall be submitted to Landlord for its approval prior to the commencement of any work and all such work shall be in accordance with such approved plans. Tenant shall provide Landlord with one set of reproducible As-Built plans for all construction, repair, restoration or modification on the premises that has a value in excess of $10,000.00.

5.3 Landlord's Obligation.

Landlord agrees to reimburse Tenant for capital improvements made by Tenant to course a sum of $200,000.00 as follows:

A. $40,000.00

1) When all rough grading (including drainage) has been completed.

B. $90,000.00

1) When all fine grading has been completed; and

2) Irrigation system is operational; and

3) Greens, Tees and Fairways have been seeded.

C. $25,000.00

1) When Driving Range has been completed.

D. $30,000.00

1) When Clubhouse is completed; and

2) Parking Lot has been repaired; and

3) Trees have been planted.

E. $15,000.00

1) When course is completed and open for play.

When Landlord is notified by Tenant that one of the above (A, B, C, D, and E) portions of the total capital improvements has been completed by Tenant, Landlord will inspect and approve said work and will pay to Tenant the appropriate sum due within thirty (30) days of Tenant's original notification. Both Landlord and Tenant agree that under no circumstances will Landlord's contribution exceed $200,000.00.

5.4 Bonds.

Prior to the commencement of any construction costing in excess of $10,000.00, except where such work is carried on by Tenant's employees, Tenant shall furnish evidence satisfactory to Landlord that Tenant is financially able to pay the contractor, workmen and materialmen and shall furnish, if requested by Landlord, to the Landlord a bond in an amount, in form, and with surety acceptable to Landlord, naming Landlord and Tenant as obligees and insuring completion of the proposed work free and clear of all liens, without cost to Landlord. In the event Landlord so requests in writing, Tenant agrees to bond the improvements during the first year of the term of this Lease.

6. TAXES

6.1 Personal Property Taxes

Tenant shall be responsible for the payment before delinquency of property taxes levied on the equipment or other facilities as may be installed in or on the premises.

6.2 Possessory Interest Tax.

A. Tenant shall be responsible for the payment before delinquency of all possessory interest taxes levied against the demised Premises.

B. Anything herein contained to the contrary notwithstanding, Tenant shall have the right in good faith, at its sole cost and expense, to contest the amount or legality of any said possessory interest taxes on or attributable to the Premises, including the right to apply for the reduction thereof, and Landlord shall cooperate fully with Tenant in connection therewith, provided, however, Tenant shall prosecute any such contest with due diligence, and shall, forthwith upon the final determination thereof, pay the amount of said possessory interest taxes on or attributable to the Premises as so determined together with any interest, penalties, costs and charges which may be payable in connection therewith.

C. If any said possessory interest taxes on or attributable to the Premises are payable in installments, Landlord agrees to execute and join with Tenant in the execution of any application or other instrument which may be necessary to permit the payment thereof in such installments, and in such event Tenant shall pay and be liable hereunder only for the installments or portions of installments thereof which are payable during the Lease term and any interest due thereon.

7. UTILITIES

Tenant shall pay before delinquency all charges for water, gas, heat, air cooling, electricity, power, telephone, pump taxes and other utility services used on or serving the Premises during the Lease term.

8. REPAIRS AND ALTERATIONS

8.1 Repairs.

A. Tenant acknowledges that it is acquiring the Premises solely in reliance on its own investigation thereof that

no representations, warranties or statements have been made by Landlord concerning the condition of fitness thereof, and that by taking possession of the Premises and equipment, Tenant accepts same in their present condition, "as is".

B. Landlord agrees to assist Tenant with silt removal. The nature and extent of Landlord's obligation to "assist" Tenant with silt removal shall be as agreed upon between the parties in memorandums executed by Landlord's and Tenant's authorized representatives, but in no event, will Landlord's obligation exceed the equivalent in labor and materials, of 100 man days of Public Works crew effort, with a value of approximately $8,000 to $16,000 annually, at cost in 1984 dollars.

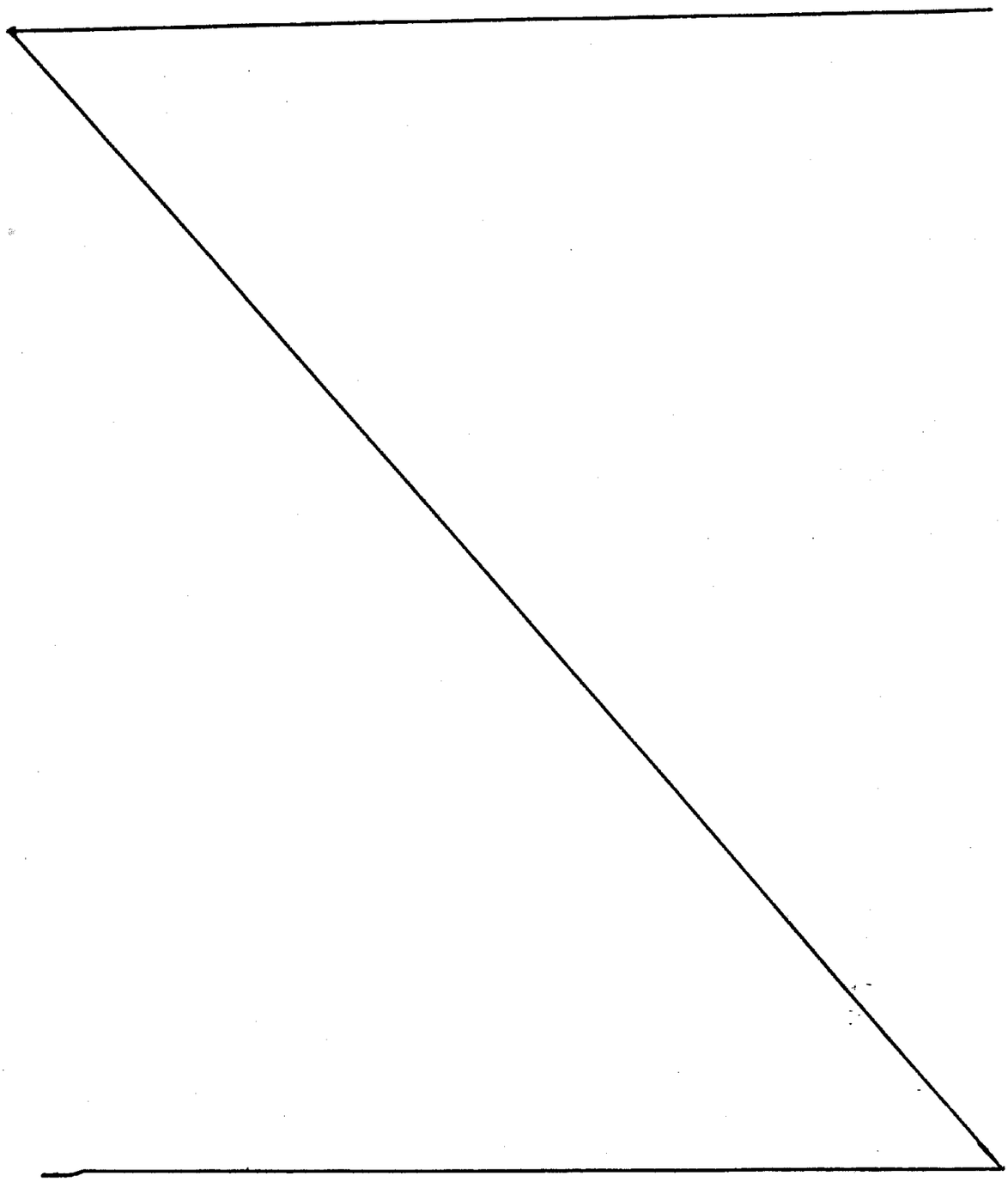
C. Landlord shall not be obligated to make repairs, replacements or additions of any kind whatsoever to the Premises, including the building thereon and the equipment, facilities and fixtures therein contained, which Premises, building, sewer lines, cesspool plumbing, piping, wiring, equipment, facilities and fixtures shall, at Tenant's sole expense, be kept, repaired, maintained, replaced, or added to at all times by Tenant in good order and in sanitary and safe condition and repair.

9. MAINTENANCE

In connection with the maintenance and condition of the golf course, Landlord and Tenant may form a Monitoring Board at Landlord's sole discretion. The Monitoring Board will be composed of three persons: one selected by the Landlord and one by Tenant. Those two persons will select a third from an approved list of highly qualified golf course architects and/or maintenance persons. This Board will meet once a month, or as often as necessary, to review the condition of the golf course. The Monitoring Board will have the power to make recommendations as to better maintenance. The Monitoring Board will act upon a majority rule. In the event these recommendations are not complied with, Landlord may terminate this Lease, said failure to follow the Monitoring Board's recommendation being declared to be a material breach of the Lease.

9.A TENANT'S OBLIGATION

The recommendations of the Monitoring Board do not constitute additional conditions of this Lease. Tenant will have a reasonable time in which to cure or correct any material problem in the condition of the golf course. Exhibit C to this Lease indicates a reasonable standard of maintenance and conditions for the golf course and the Monitoring Board's recommendations shall not, in any case, exceed these standards.



10. CONTROLLED PRICES

10.1. Tenant shall at all time maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the Premises hereby demised whether the same are supplied by Tenant or by Tenant's subleasee, assignees, concessionaires, permittees or licensees. Said prices shall be fair and reasonable, based upon the following two (2) considerations.

First, the property herein demised is intended to serve a public use and to provide needed facilities to the public at fair and reasonable cost.

Second, that Tenant is entitled to a fair and reasonable return upon Tenant's investment pursuant to this Lease.

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

As of date of execution of this Lease, Tenant suggests and Landlord agrees that green fees and cart fees will be as follows:

| Green Fees | 9 Holes | 18 Holes |
|---|---|---|
| Weekdays | $ 3.50 | $ 5.00 |
| Seniors & Juniors (weekdays) | 3.00 | 4.00 |
| Seniors & Juniors (weekends) | 3.50 after 12 noon | 5.00 |
| Weekends | 4.50 | 8.00 |
| Seniors & Juniors mo. ticket Plus $1.00 for each 9 holes played. | 15.00 weekdays & weekends after noon. | |

For purposes of this Section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

| | | |
|---|---|---|
| Carts | 6.00 | 11.00 |

10.3. Tenant agrees to honor monthly player cards outstanding as of the date of this Lease.

10.4 Tenant further agrees that changes in green fees, prices or policies will first require the approval of Landlord, which approval shall not be unreasonably withheld.

11. DAMAGE AND RESTORATION

11.1 Duty to Restore.

If the improvements on the Premises are partially or totally damaged by fire or any other casualty so as to become partially or totally untenable, this Lease shall not terminate and said improvements shall be rebuilt by Tenant with due diligence at Tenant's expense. Tenant shall insure said improvements, pursuant to Section 14 hereinbelow.

12. QUIET ENJOYMENT

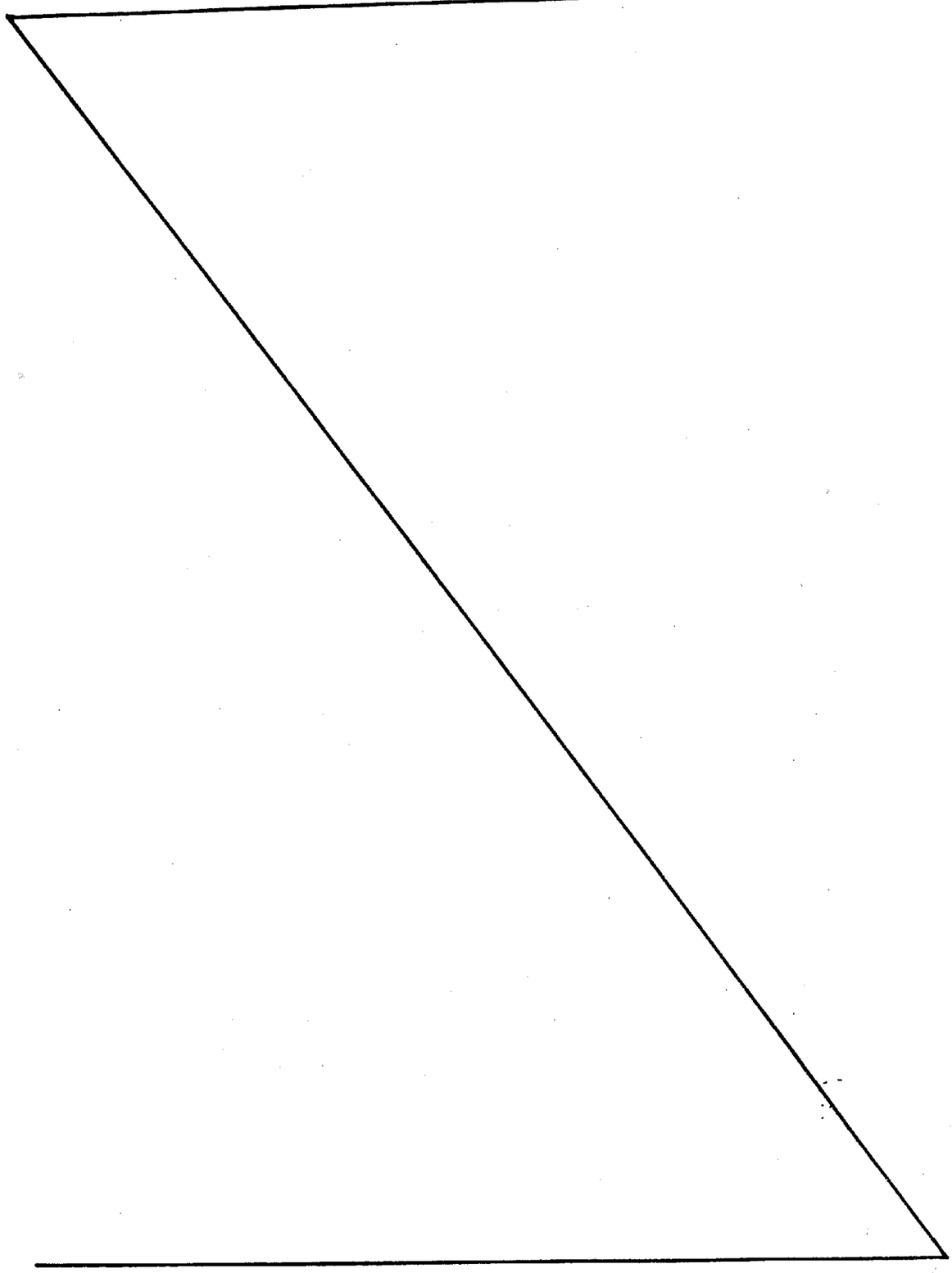
Subject to the provisions of this Lease and conditioned uponperformance of all of the provisions to be performed by Tenant hereunder, Landlord shall secure to Tenant during the Lease term the quiet and peaceful possession of the Premises and all rights and privileges appertaining thereto.

13. DEFAULT

13.1 Notice and Remedies.

In the case of Tenant's failure to pay rent or any other monetary obligation of Tenant hereunder, Tenant shall have a period of 60 days after notice thereof from Landlord to cure such monetary default. In the case of Tenant's failure to perform any of Tenant's other obligations under this Lease, or any part theroef, when due or called for hereunder, Tenant's shall have a period of 60 days after notice from Landlord specifying the nature of Tenant's default within which to cure such default; provided that if the nature of a non-monetary default is such that it cannot be fully cured within said 60 day period, Tenant shall have such additional time as may be reasonably necessary to cure such default so long as Tenant proceeds promptly after service of Landlord's notice and proceeds diligently at all times to compelte said cure. If Tenant fails to comply with the foregoing provisions, Tenant shall be deemed to be in breach of this Lease, and Landlord with or without further notice or demand of any kind may at its option:

10.5 Landlord and Tenant agree that the standard to be applied in making and approving changes in greens fees, cart fees or other prices is provided by Section 10.2 of this Lease, that being fees comparable to those charged by comparable and competing Southern California public golf courses.



Terminate Tenant's right to possession of the Premises and equipment because of such breach and recover from Tenant all damages allowed under Section 1951.2 of the California Civil Code, including, without limitation, the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, or

B. Not terminate Tenant's right to possession because of such breach, but continue this Lease in full force and effect; and in that event (1) Landlord may enforce all rights and remedies under this Lease, including the right to recover the rent and all other charges due hereunder as such rent and other charges become due hereunder, and (2) Tenant may assign its interest in this Lease with Landlord's prior written consent, which consent shall not be unreasonably withheld.

14. INSURANCE

Tenant shall keep or cause to be kept insured for the mutual benefit of the Landlord and Tenant with an insurance company reasonably acceptable to Landlord, all building and structures located on or appurtenant to the Premises against loss, or damage by fire and such other risks as are now or hereafter included in an "extended coverage endorsement" in common use for commercial structures, including vandalism and malicious mischief. Such policies shall be in an amount equal to eighty percent (80%) of the insurable value of such buildings and structures, and Landlord shall be named in said policy as an additional named insured. Said policies shall provide that Landlord shall receive at least ten (10) days notice prior to cancellation or termination thereof. Tenant shall deliver to Landlord upon execution hereof a copy of such policies.

Tenant shall secure and maintain at its own expense during the term of this Lease comprehensive public liability insurance with combined single limit coverage in the amount of

$500,000.00 per person and $1,000,000.00 per occurrence. The coverage of Tenant's liability insurance shall be primary and in addition to any carried by Landlord. Said insurance shall be in a company or companies satisfactory to Landlord and shall designate Landlord as an additional insured thereunder and shall provided for thirty (30) days notice to Landlord prior to cancellation or termination thereof. Tenant shall furnish evidence satisfactory to Landlord that such insurance has been obtained and that premiums have been paid as required.

15. ASSIGNMENT AND SUBLETTING

Tenant shall not sublet or assign any portion or interest in this Lease without first obtaining the written consent of the Landlord. Landlord shall have right to approve all sub-tenants and their contracts.

16. NAME CHANGE

It is agreed by both parties that when the course is re-opened for public play the name of the course will be changed from Las Palmas Golf Course to National City Municipal Golf Course.

17. FREE GOLF LESSONS

Tenant agrees to offer during the first five (5) year term of this Lease a free golf lesson program for the citizens of National City that is acceptable to both parties.

18. PLACE OF CONSTRUCTION OF THIS LEASE

This Lease is made and entered into in National City, California, and is to be performed in National City, California. In the event of any dispute, disagreement, or action arising under this Lease, the proper place for the determination of such dispute, disagreement or action is National City, California.

19. SERVICES TO BE AVAILABLE

19.1. Management.

The Tenant agrees that he will operate and manage the services and facilities offered in a first-class manner and comparable to their first-class concessions providing similar facilities and services during the entire term of the Lease. Where such facilities are provided, Tenant agrees that he shall and

will maintain a high standard of service at least equal to that of other competing Southern California public golf courses, including the services of a class A PGA pro or another qualified professional who meets Landlord's reasonable requirements, as determined by the Landlord's Golf Course Committee in consultation with Tenant, and to those prevailing in such areas for similar products and services and without discrimination.

19.2. Food Operations.

Food operations shall be operated in such a manner as to maintain a Health Inspection Rating of "A".

Food operations also shall be open and available during all hours of operation of the golf course and shall provide hot and cold food items on a full service basis during such hours of operation.

Landlord agrees that Tenant shall obtain and keep current licenses as required for the on Premise sale and serving of alcoholic beverages.

19.3. Hours of Operation.

The Tenant agrees that he will conduct business on the leased premises to conform with the published hours and days of operation as established, and in the best interest of the public, unless otherwise approved in writing by the Landlord.

19.4. Concession employees.

Tenant will ensure that its employees shall at all times conduct themselves in a creditable manner, and they shall conform to all course rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated or put into operation by the Landlord. The Tenant shall maintain a staff adequate to Landlord's satisfaction and administer all facilities located on said Premises.

19.5. Merchandise and Equipment.

The Landlord retains the right to require the Tenant to discontinue sale or use of those items that are of a quality unacceptable to the Landlord.

19.6. Continued Occupancy.

The Tenant covenants and agrees to, and it is the intent of this Lease that the Tenant shall, continuously and uninterruptedly during the term of this Lease, occupy and use the Premises for the purpose hereinabove specified, except while Premises are untenantable by reason of fire, flood, or other unavoidable casualty, and, in that event, Landlord shall be promptly notified by Tenant.

19.7. Inspections.

Landlord may make an inspection of the leased Premises at any reasonable time for the protection of properties and in the best interest of the public.

19.8. Maintenance of Premises.

Tenant agrees to maintain the Premises in first class condition, which shall include but not be less than the condition of said Premises at the time Tenant first occupies the same.

Tenant shall give prompt notice to Landlord of any fire or damage that may occur from any cause whatsoever. Tenant shall, to the satisfaction of Landlord, keep and maintain the leased Premises and all improvements of any kind which may be erected, installed or made thereon by Tenant in good and substantial repair and conditions, including painting, and shall make all necessary repairs and alterations thereto.

Tenant expressly agrees to maintain the Premises in a safe, clean, wholesome and sanitary condition, to the complete satisfaction of Landlord and in compliance with all applicable law. Tenant further agrees to provide proper containers for trash and garbage and to keep the demised Premises, both land and water areas thereof, free and clear of rubbish and litter. Landlord shall have the right to enter upon and inspect the same Premises at any time for cleanliness and safety.

20. EFFECT OF REQUEST FOR PROPOSAL AND SUBMITTED PROPOSAL

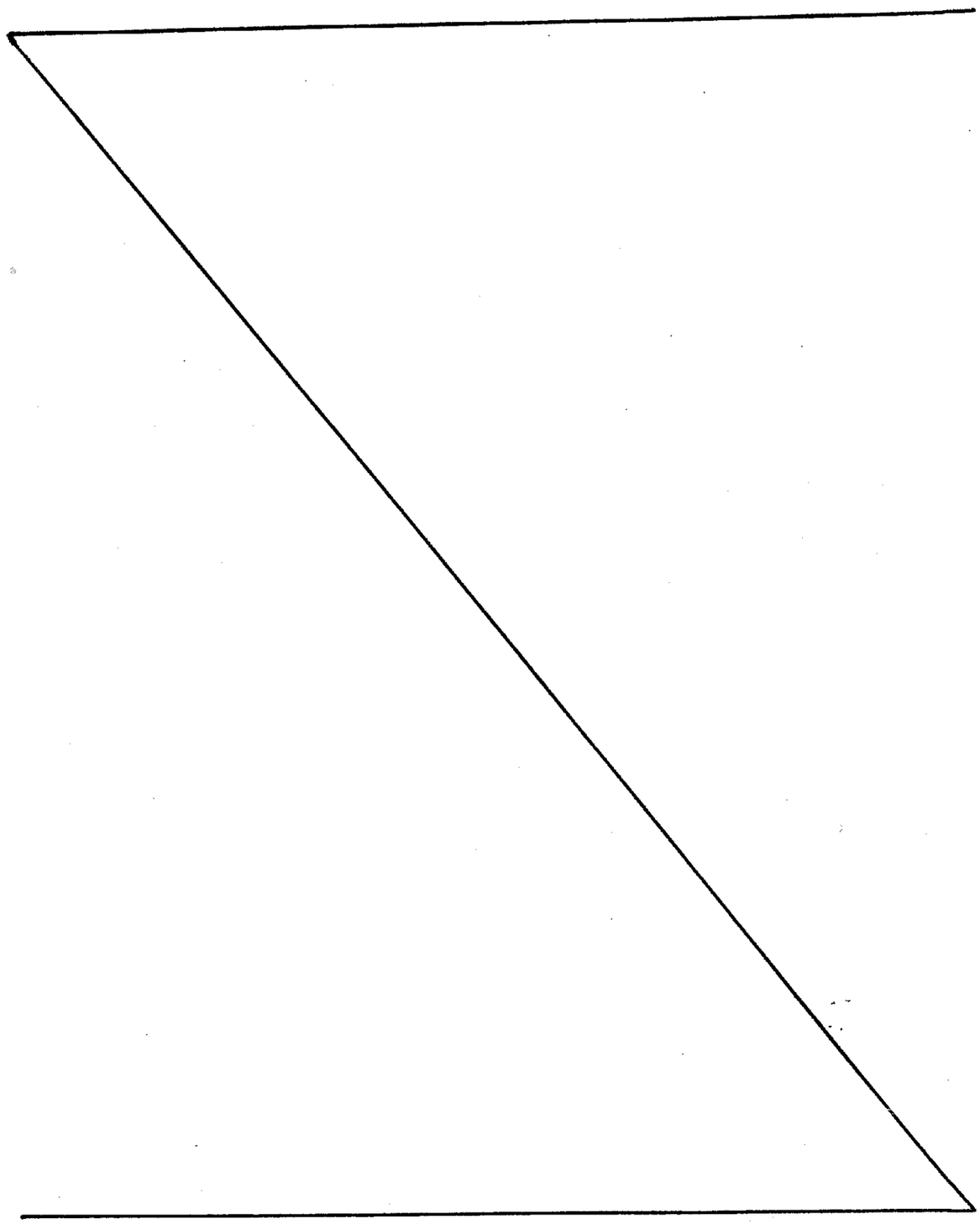
It being the desire and intent of the parties hereto that the spirit as well as the letter of this Lease be binding and enforceable, the Landlord's "Request for Proposal Municipal

Golf Course Maintenance and Operation City of National City, California", and Tenant's "Proposal for the Operation of the Municipal Golf Course" are hereby incorporated herein by reference only, the same as if fully set forth herein, and the provisions thereof shall be utilized in interpreting any provision of this Lease that comes into dispute.

21. WATER RIGHTS

The parties acknowledge the presence in the Premises of a producing water well. All rights to said well and its appurtenant parts, and all rights to water appurtenant to said well, and to the demised Premises, shall remain the sole and exclusive property of the City of National City, and no rights and interests therein are conveyed by this Lease. During the term hereof, Tenant shall maintain said well in first class working order, making such repairs, and performing such maintenance as is reasonably necessary therefore, subject to the further right of the Landlord to inspect and test said well from time to time and require performance of such repair, maintenance and restoration work as may be necessary to maintain said well in first class working order. During the term of this Lease, Landlord shall have the right to pump said water from said well to meet the demands of the Landlord as the same is determined by the Landlord in its sole discretion, paying to Tenant its actual out-of-pocket expense incurred by virtue of the Landlord's use of said well. Landlord reserves to itself, in its discretion, the right to enter upon the demised Premises and construct such other and further wells and related facilities, including storage facilities, pumps and transmission lines, and underground or overhead electric power systems, as the Landlord determines proper. Landlord retains the sole and exclusive right to sell water from the existing or future wells, to the extent there is water in excess of the Landlord's needs. Tenant may operate said wells to provide water solely for the use on the demised Premises for irrigation and domestic purposes, and for no other purposes.

21.1 Any other rights described in this Section notwithstanding, Tenant shall have the first right and priority to properly irrigate the golf course from water produced from the water well on the premises and Tenant's right to this water shall be at no cost, except for charges associated with the maintenance of the well and pumps and the use of electricity in running the well and pumps.



22. DAMAGES

Tenant assumes the risk of damage to its property, including leasehold hereby created resulting from any condition of the demised Premises including the fact the demised Premises are subject to inundation damage. Any loss or injury or damage suffered by Tenant as a result of the foregoing described conditions, including an inundation, or flood or storm damage, or damage from flowing of surface waters shall be at the sole risk and loss of Tenant. By executing this Lease, Tenant forever releases Landlord from any liability for damage due to any loss enumerated in this Lease; and waives any claim it may have against Landlord under the Constitution of the State of California and the United States of America for a taking or damaging of its property, commonly known as an inverse condemnation.

23. RESERVATION OF RIGHT OF RE-ENTRY

Landlord reserves the right to re-enter upon the real property described in Exhibit "C" hereto for the purpose of constructing and operating thereon a restaurant facility. If Landlord elects so to act, then Landlord shall give Tenant notice of its election and shall within 30 days thereof meet with Tenant and negotiate in good faith, with Tenant, the terms and conditions of constructing and operating said restaurant facility, so as to minimize interference with Tenant's rights under this Lease. Landlord shall not do anything pursuant to this Section which will materially interfere with Tenant's rights hereunder, or materially diminish Tenant's income hereunder. In exercising the rights reserved hereunder, Landlord and Tenant covenant to deal with each other in utmost good faith, so that the purposes of this Lease be achieved, and the Landlord's rights reserved hereunder be exercised to the benefit of the taxpayers of National City.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

CITY OF NATIONAL CITY

By [redacted]

ATTEST:

By [redacted] 19

AMERICAN GOLF CORPORATION

By [redacted]

By _____

FEET; THENCE SOUTH 73°00'00" WEST, 40.00 FEET; THENCE NORTH 58°30'00" WEST, 139.61 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF "N" AVENUE; THENCE SOUTH 19°00'00" EAST, ALONG THE EASTERLY LINE OF SAID "N" AVENUE, 227.69 FEET TO A POINT WHICH LIES 66.92 FEET FROM THE CENTERLINE OF 28TH STREET PRODUCED EASTERLY; THENCE NORTH 71°00'00" EAST, 125.00 FEET; THENCE SOUTH 19°00'00" EAST, 144.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 2, OF JERAULD'S SUBDIVISION, ACCORDING TO MAP THEREOF NUMBER 1034 ON FILE IN THE OFFICE OF THE COUNTY RECORDER; THENCE SOUTH 71°00'00" WEST, ALONG SAID LAST DESCRIBED EASTERLY PROLONGATION, 55.54 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 2 OF JERAULD'S SUBDIVISION; THENCE SOUTH 34°19'06" EAST, ALONG THE EASTERLY LINE OF SAID LOT 2 OF JERAULD'S SUBDIVISION, 77.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2 OF JERAULD'S SUBDIVISION; THENCE NORTH 71°00'00" EAST, 35.00 FEET; THENCE SOUTH 19°00'00" EAST, 74.67 FEET (RECORD 75 FEET); THENCE SOUTH 71°00'00" WEST, 14.45 FEET TO A POINT ON THE EASTERLY LINE OF SAID JERAULD'S SUBDIVISION; THENCE SOUTH 34°23'06" EAST, ALONG THE EASTERLY LINE OF SAID JERAULD'S SUBDIVISION AND THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID JERAULD'S SUBDIVISION 286.52 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE VACATED ALLEY ADJOINING LOTS 9, 10, 11, 12 AND 13 OF SAID JERAULD'S SUBDIVISION; THENCE SOUTH 71°00'00" WEST, ALONG THE CENTER LINE OF SAID VACATED ALLEY, 86.91 FEET (RECORD 85.64 FEET) TO A POINT OF INTERSECTION OF SAID ALLEY CENTERLINE AND THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 12 OF SAID JERAULD'S SUBDIVISION; THENCE SOUTH 19°00'00" EAST, ALONG SAID NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 12, 7.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 12; THENCE CONTINUING SOUTH 19°00'00" EAST, ALONG THE WESTERLY LINE OF SAID LOT 12, 112.11 FEET MORE OR LESS TO A POINT ON A LINE LYING PARALLEL WITH AND 43 FEET NORTHERLY OF THE CENTERLINE OF ROAD SURVEY 778-2; THENCE NORTH 71°00'00" EAST (NORTH 72°07'13" EAST PER ROAD SURVEY 778-2), 39.98 FEET TO THE BEGINNING OF A TANGENT 1043 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (BEING STATION 48 + 21.61 B.C. PER ROAD SURVEY 778-2); THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°18'01" A DISTANCE OF 114.69 FEET; THENCE TANGENT TO SAID CURVE, NORTH 77°18'01" EAST, 143.29 FEET MORE OR LESS TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 240.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID QUARTER SECTION 134; THENCE NORTH 19°00'00" WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 79.40 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 125 FEET NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF SWEETWATER ROAD AS SHOWN ON ROAD SURVEY 1323; THENCE NORTH 82°30'43" EAST ALONG SAID LINE WHICH IS PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SWEETWATER ROAD AS SHOWN ON ROAD SURVEY 1323, A DISTANCE OF 159.08 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE EASTERLY, A RADIAL LINE BEARS NORTH 81°42'46" EAST; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°19'15", A DISTANCE OF 169.53 FEET TO A POINT ON THE EASTERLY LINE OF SAID QUARTER SECTION 134, A RADIAL LINE BEARS SOUTH 62°57'59" EAST; THENCE NORTH 19°00'00" WEST, ALONG THE EASTERLY LINE OF SAID QUARTER SECTION 134, 449.84 FEET TO THE SOUTHEAST CORNER OF 40 ACRE LOT 1 OF SAID QUARTER SECTION T34; THENCE

SOUTH 71°00'00" WEST, ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF SAID QUARTER SECTION 134, 120.00 FEET; THENCE NORTH 19°00'00" WEST, ALONG A LINE WHICH IS PARALLEL WITH THE EASTERLY LINE OF SAID QUARTER SECTION 134, 190.00 FEET; THENCE NORTH 71°00'00" EAST, ALONG A LINE WHICH IS PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTHERLY HALF OF SAID QUARTER SECTION 134, A DISTANCE OF 120.00 FEET MORE OR LESS TO THE MOST NORTHWESTERLY CORNER OF THAT PORTION OF LAND CONVEYED TO SUSAN A. OLIVER BY GRANT DEED AS RECORDED IN SAN DIEGO COUNTY RECORDER'S OFFICE ON OCTOBER 20, 1947 IN BOOK 2519 ON PAGE 149; THENCE NORTH 19°00'00" WEST, ALONG THE EASTERLY LINE OF SAID QUARTER SECTION 134, 234.07 FEET MORE OR LESS TO THE MOST SOUTHWESTERLY CORNER OF THAT PORTION OF LAND CONVEYED TO THE CITY OF NATIONAL CITY BY CORPORATION GRANT DEED AS RECORDED IN SAN DIEGO COUNTY RECORDER'S OFFICE ON OCTOBER 21, 1958 IN BOOK 7318 ON PAGE 76, BEING ALSO A POINT LYING 900.00 FEET SOUTHERLY OF THE NORTHWESTERLY CORNER OF THE NORTHWESTERLY QUARTER OF QUARTER SECTION 127; THENCE NORTH 44°26'06" EAST, 670.82 FEET; THENCE. NORTH 19°00'00" WEST, 600.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID QUARTER SECTION 127, SAID POINT BEING 600.00 FEET EASTERLY OF THE NORTHWESTERLY CORNER OF SAID QUARTER SECTION 127; THENCE SOUTH 71°00'00" WEST, ALONG THE SOUTHERLY LINE OF SAID QUARTER SECTION 128, 69.75 FEET; THENCE NORTH 18°33'33" WEST, ALONG A LINE WHICH IS PARALLEL WITH THE WESTERLY LINE OF 80 ACRE LOT 2 OF SAID QUARTER SECTION 128, 165.00 FEET; THENCE NORTH 56°33'33" WEST, 163.00 FEET TO THE BEGINNING OF A NONTANGENT 450.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE BEARS NORTH 57°13'18" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°37'40", A DISTANCE OF 374.07 FEET; THENCE TANGENT TO SAID CURVE, NORTH 14°50'58" EAST, 89.06 FEET; THENCE NORTH 29°09'02" WEST, 207.00 FEET; THENCE NORTH 12°39'02" WEST, 265.00 FEET; THENCE NORTH 67°20'58" EAST, 134.00 FEET; THENCE NORTH 18°39'02" WEST, 118.00 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF 80 ACRE LOT 1, QUARTER SECTION 128; THENCE CONTINUING NORTH 18°39'02" WEST, ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF THE WEST HALF OF 80 ACRE LOT 1 OF SAID QUARTER SECTION 128, 621.67 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

(CONTAINING 42.835 ACRES).

72459A
7/2/85

32-4

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 2nd day of July, 1985, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD", and American Golf Corporation, a corporation, hereinafter referred to as "TENANT".

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course".

B. LANDLORD and TENANT desire to amend Paragraph 3.A of said Agreement entitled, "Construction Period".

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 3.A, "Construction Period", of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended as follows:

3.A CONSTRUCTION PERIOD.

Landlord and Tenant both acknowledge that there will be a Construction Period that will begin immediately after the execution of this Lease and end on August 31, 1985. During the Construction Period, it will not be possible for golfers to make use of the golf course and

the driving range or facilities appurtenant thereto. The term of this Lease and the Tenant's obligation to pay annual rent will not commence until the end of the Construction Period, that being the date when the golf course reopens for play. During the Construction Period, Tenant and its agents will have the right to go onto the leased property to make all necessary capital improvements.

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

CITY OF NATIONAL CITY

BY [redacted]

ATTEST:

[redacted]

APPROVED AS TO FORM

BY [redacted]

AMERICAN GOLF CORPORATION

BY [redacted]

BY [redacted]

PARCEL SUBJECT TO RIGHT OF RE-ENTRY

THAT PORTION OF THE EAST HALF OF 40 ACRE LOT 2 IN QUARTER SECTION 134 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 11, 1869 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SWEETWATER ROAD, SAID POINT BEING 40.00 FEET WESTERLY FROM THE INTERSECTION OF SAID NORTHERLY LINE WITH THE EASTERLY LINE OF SAID QUARTER SECTION 134 AND BEING THE SOUTHWEST CORNER OF LAND DESCRIBED IN DEED TO THE CITY OF NATIONAL CITY RECORDED FEBRUARY 24, 1949 IN BOOK 3120 PAGE 329 OF OFFICIAL RECORDS; THENCE NORTHERLY AND PARALLEL WITH SAID EASTERLY LINE OF SAID QUARTER SECTION 134 A DISTANCE OF 125.00 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SWEETWATER ROAD A DISTANCE OF 200.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID QUARTER SECTION 134 A DISTANCE OF 125.00 FEET TO THE NORTHERLY LINE OF SWEETWATER ROAD; THENCE EASTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS DEEDED TO THE COUNTY OF SAN DIEGO BY DOCUMENT DATED MAY 13, 1972 RECORDED JULY 5, 1972 AS FILE NO. 173027 (KNOWN AS PARCEL NO. 69325) AND DESCRIBED AS FOLLOWS:

FEE TITLE IN AND TO THAT PORTION OF THE EAST HALF OF 40 ACRE LOT 2 IN QUARTER SECTION OF 134 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED IN DEED TO AUSTIN J. OLIVER RECORDED AUGUST 4, 1965 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS FILE NO. 139746 OF THE OFFICIAL RECORDS, LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF LAND DESCRIBED IN SAID DEED; THENCE ALONG THE WEST LINE THEREOF NORTH 17°41'13" WEST 38.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE NORTH 78°25'14" EAST 125.43 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" IN A NORTHEASTERLY, EASTERLY AND NORTHWESTERLY DIRECTION A DISTANCE OF 31.42 FEET; THENCE TANGENT TO SAID CURVE NORTH 11°34'46" WEST 10.80 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275 FEET; THENCE ALONG SAID CURVE TO A POINT IN THE NORTHERLY LINE OF SAID LAND, A DISTANCE OF 49.19 (RECORD 47.02) FEET THROUGH A CENTRAL ANGLE OF 10°14'56" (RECORD 09°47'52"). (CONTAINING 12,383.31 SQUARE FEET).

EXHIBIT "C"
(23. Reservation of right to re-entry)
to LEASE AND OPERATING AGREEMENT for LAS PALMAS MUNICIPAL GOLF COURSE between THE CITY OF NATIONAL CITY and AMERICAN GOLF CORPORATION

Exhibit C - MINIMUM MAINTENANCE STANDARDS

1. Greens, Practice Putting Greens & Nurseries

A. Mowing - At lease five days per week at a height of 1/8" - 1/4" during the growing season.

B. Change cup locations on all greens and practice putting greens at least five times weekly during the active season and at least three times weekly in the off-season. Cup location will be moved at least twenty feet from the previous placement.

C. Repair ballmarks, divots, or any other damaged turf on all greens and practice greens at least three times per week.

D. Aerify all greens, practice putting greens and nurseries three times per year during the growing season. This will be done with "Ryan Green Aire" or approved substitute which places holes on two inch centers and two inches deep.

E. Topdress all greens, practice putting greens and nurseries after aerification and additionally as needed to maintain a smooth putting surface. Topdressing material will be sand or a mix similar to that used to construct the greens.

F. Light vertical mowing of all greens, practice putting greens and nurseries shall be performed as appropriate to control mat and thatch build up and Poa Anua seed production. Dethatching should be performed prior to any overseeding.

Note: Where bermudagrass greens are maintained, they shall be overseeded annually, in the fall of the year, approximately 2 to 3 weeks before the first annual freeze, using a blend of perennial rye, Poa Trivilas and or fine fescues - at a rate of not less than 30 lbs. per 1,000 sq.ft.

The putting surface shall be prepared for overseeding by aerifying no sooner than 30 days before overseeding, lightly verticutting weekly starting three to four weeks prior, and treating for fungus each week for three weeks prior to overseeding.

Overseeding shall be topdressed 1/8" with material similar to green construction material or using sand and/or sand compost mixture. A starter fertilizer shall be applied prior to seeding. Green shall be irrigated sufficient to remain moist but not soaked until all germinated seed has rooted.

During germination period, cup shall be changed frequently. First mowing shall be at 5/16" reducing to normal cutting heights gradually.

A preventative program of fungicide applications shall be maintained starting two days after overseeding.

G. Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain water infiltration.

H. Fertilization - All greens, practice greens, and nurseries shall be fertilized with nitrogen phosphorous, potash, and other elements as needed to maintain color, growth and turgidity of the turf, without allowing excessive or excessively succulent growth.

I. Fungicide - All greens, practice greens and nurseries shall have appropriate fungicide applications to prevent and/or control fungal disease activity.

J. Pre-emergent chemicals such as Balan, Dacthal, etc., shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as poa anua, goosegrass, crabgrass, etc.

K. Weed Control - All greens, practice greens and nurseries shall be maintained free of foreign grasses and weeds.

L. Insecticide - All greens, practice greens and nurseries shall be treated on a preventive and/or curative basis as necessary.

2. Tees - All Areas Used For Tee Surface

A. Mowing - All tees shall be mowed at a height of 1/2" three times per week.

B. Topdressing - All tees shall be topdressed weekly to fill divots, and level tee surface. Topdressing material shall be washed sand.

C. Seeding - All tee areas shall be overseeded at a rate of not less than 8 lbs./1,000 sq.ft. from November to April Seed used shall be a suitable mixture.

D. Set-up - Tee markers and all tee equipment shall be moved daily for proper teeing and wearing of turf.

E. Weed Control - Tees shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.

F. Vertical Mowing - All tees shall be vertically mowed as necessary to control mat or thatch build up.

G. Aerification - All tees shall be aerified every two months. (March through November)

H. Fertilization - All greens, practice greens, and nurseries shall be fertilized with nitrogen phosphorous, potash, and other elements as needed to maintain color, growth and turgidity of the turf, without allowing excessive or excessively succulent growth.

3. Fairways - All Areas Of Play Except Greens, Tees and Natural Growth Areas.

A. Mowing - All fairways shall be mowed twice a week at a height of 1/2" during the growing season and as needed for the balance of the year. Contour mowing as specified by the architect in the original plans shall be maintained.

B. Aerification - All fairways shall be aerified a minimum of two times per year. Once in the spring and once in the summer. Aerification holes shall not exceed a spacing of eigth inches on center or be of a diameter of less than 1/2".

C. Fertilization - All fairways shall be fertilized twice annually. Fertilizer formulations will be made after analysis of soil and approval of the City.

D. Vertical Mowing - All fairways will be vertically mowed as necessary to control mat or thatch build up.

E. Weed Control - Fairways shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.

4. Planters - All Areas Planted With Ornamental Plants, Not Intended for Golf Play and Having a Definable Border.

   A. Clean-up - All planters shall be maintained free of trash and debris such as paper, drinking cans, bottles fallen limbs and leaves.

   B. Weed Control - All planters shall be maintained free of weeds or grass whether by mechanical or chemical means.

   C. Trimming - The plant material (trees, shrubbery and ground covering) in planters shall be trimmed for protection from wind, insect damage, and for appearance.

5. Trees - All Trees Within the Property Lines of the Golf Course

   A. Stake - All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted..

   B. Pruning - All trees shall be pruned for protection from wind and pests as well as for appearance. Proper pruning techniques shall be approved by the City.

   C. Irrigation - All trees shall be watered to provide adequate moisture for proper growth.

   D. Mowing - Large area mowers shall not be used within one foot of the trunk.

   E. Removal and Replacement - All damaged Trees, for whatever cause, shall be removed and replaced within fourteen days. Replacement will be with the same type tree as was damaged and if possible the same size.

6. Irrigation - All Equipment Required to Irrigate All Areas of the Golf Course

   A. Repair or replace all heads, valve controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.

B. The golf course shall be irrigated as necessary to support proper growth of the golf turf.

7. Fences - All Fence Blocks, Chain Link, or Barbed Wire on or Within the Boundaries of the Golf Course

A. Repair all broken or damaged fencing on a monthly basis.

B. Repair or replace all fences, gates, and locking devices needed for the protection of the golf course or equipment immediately.

8. Clubhouse and Buildings - All Buildings Within the Boundaries of the Golf Course

A. Restrooms - All restrooms shall be maintained daily in a manner so as to provide a clean and sanitary facility for public use as well as employees of the course. Soap, towels, toilet paper ... shall be provided in adequate quantity at all times.

B. Kitchen - Repair and maintain all hardware and equipment necessary for the operation of the kitchen and snack shop.

C. Lobby and Patios - All lobbies and patios shall be vacuumed, dusted and swept daily.

D. General Maintenance - Maintain and repair all structural areas and fixtures of all buildings as needed to insure proper function and appearance including, but not limited to:

1. Air conditioning units, power tools, appliances, hardware, building structures and fixtures.

2. Painting, carpentry, plumbing and electrical repairs.

3. Porches, walks, parking areas, delivery areas and entries.

E. Cart Paths - Maintain all cart paths in a smooth condition and repair promptly as needed.

9. Edgeing - All edges of sidewalks, patios and cart paths must be kept edged. Edgeing of valve boxes, meter boxes, backflow preventers, etc. shall be done as needed to insure that there is no obstruction of growth around these items.

10. Sand Traps - All sand traps shall be edged as necessary to maintain a neat lip, raked daily and filled with fresh sand as needed to maintain a 4" depth on slopes and in the bottom. Replacement sand will be of a dust-free type, silica sand if possible.

11. Color Areas - Various planting areas throughout course shall be regularly cultivated, weeded and pruned on a regular basis with at least two replanting programs for annuals scheduled each year.

12. Construction and Remodeling - Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees or native vegetation), regrading involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings will be undertaken after consulting with the lessor.

13. Crews - A full maintenance crew shall be on duty at the course daily under the supervision of an on duty superintendent. (A qualified golf course superintendent is defined as an individual with a degree from a two or a four year college or university accredited in agronomy)

14. Provide rodent control.

15. Trash and debris removal will be at management firm's expense. Management firm will take special care to insure minimal problems from refuse odors, insects, etc. Trash recepticals shall be conveniently stationed on tees and at clubhouse and emptied daily.

16. Other - All lakes and bridges will be maintained in a safe and sanitary manner and in good appearance. Rough mowed in all unimproved areas as needed, fairways, rough and fence lines sprayed for weed control, and soil tested with adequate analysis at least once per year.

NOTE: THESE SPECIFICATIONS ARE MEANT TO INDICATE MINIMUM PRACTICES NECESSARY FOR THE PROPER MAINTENANCE OF THE GOLF COURSE IN CONDITIONS SPECIFIED EARLIER, BUT NOTHING IN THESE SPECIFICATIONS SHALL BE INTERPRETED TO LIMIT THE RESPONSIBILITY OF THE MANAGEMENT FIRM.

Exhibit C - MINIMUM MAINTENANCE STANDARDS

1. Greens, Practice Putting Greens & Nurseries

A. Mowing - At lease five days per week at a height of 1/8" - 1/4" during the growing season.

B. Change cup locations on all greens and practice putting greens at least five times weekly during the active season and at least three times weekly in the off-season. Cup location will be moved at least twenty feet from the previous placement.

C. Repair ballmarks, divots, or any other damaged turf on all greens and practice greens at least three times per week.

D. Aerify all greens, practice putting greens and nurseries three times per year during the growing season. This will be done with "Ryan Green Aire" or approved substitute which places holes on two inch centers and two inches deep.

E. Topdress all greens, practice putting greens and nurseries after aerification and additionally as needed to maintain a smooth putting surface. Topdressing material will be sand or a mix similar to that used to construct the greens.

F. Light vertical mowing of all greens, practice putting greens and nurseries shall be performed as appropriate to control mat and thatch build up and Poa Anua seed production. Dethatching should be performed prior to any overseeding.

Note: Where bermudagrass greens are maintained, they shall be overseeded annually, in the fall of the year, approximately 2 to 3 weeks before the first annual freeze, using a blend of perennial rye, Poa Trivilas and or fine fescues - at a rate of not less than 30 lbs. per 1,000 sq.ft.

The putting surface shall be prepared for overseeding by aerifying no sooner than 30 days before overseeding, lightly verticutting weekly starting three to four weeks prior, and treating for fungus each week for three weeks prior to overseeding.

Overseeding shall be topdressed 1/8" with material similar to green construction material or using sand and/or sand compost mixture. A starter fertilizer shall be applied prior to seeding. Green shall be irrigated sufficient to remain moist but not soaked until all germinated seed has rooted.

During germination period, cup shall be changed frequently. First mowing shall be at 5/16" reducing to normal cutting heights gradually.

A preventative program of fungicide applications shall be maintained starting two days after overseeding.

G. Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain water infiltration.

H. Fertilization - All greens, practice greens, and nurseries shall be fertilized with nitrogen phosphorous, potash, and other elements as needed to maintain color, growth and turgidity of the turf, without allowing excessive or excessively succulent growth.

I. Fungicide - All greens, practice greens and nurseries shall have appropriate fungicide applications to prevent and/or control fungal disease activity.

J. Pre-emergent chemicals such as Balan, Dacthal, etc., shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as poa anua, goosegrass, crabgrass, etc.

K. Weed Control - All greens, practice greens and nurseries shall be maintained free of foreign grasses and weeds.

L. Insecticide - All greens, practice greens and nurseries shall be treated on a preventive and/or curative basis as necessary.

2. <u>Tees - All Areas Used For Tee Surface</u>

A. Mowing - All tees shall be mowed at a height of 1/2" three times per week.

B. Topdressing - All tees shall be topdressed weekly to fill divots, and level tee surface. Topdressing material shall be washed sand.

C. Seeding - All tee areas shall be overseeded at a rate of not less than 8 lbs./1,000 sq.ft. from November to April Seed used shall be a suitable mixture.

D. Set-up - Tee markers and all tee equipment shall be moved daily for proper teeing and wearing of turf.

E. Weed Control - Tees shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.

F. Vertical Mowing - All tees shall be vertically mowed as necessary to control mat or thatch build up.

G. Aerification - All tees shall be aerified every two months. (March through November)

H. Fertilization - All greens, practice greens, and nurseries shall be fertilized with nitrogen phosphorous, potash, and other elements as needed to maintain color, growth and turgidity of the turf, without allowing excessive or excessively succulent growth.

3. Fairways - All Areas Of Play Except Greens, Tees and Natural Growth Areas.

A. Mowing - All fairways shall be mowed twice a week at a height of 1/2" during the growing season and as needed for the balance of the year. Contour mowing as specified by the architect in the original plans shall be maintained.

B. Aerification - All fairways shall be aerified a minimum of two times per year. Once in the spring and once in the summer. Aerification holes shall not exceed a spacing of eigth inches on center or be of a diameter of less than 1/2".

C. Fertilization - All fairways shall be fertilized twice annually. Fertilizer formulations will be made after analysis of soil and approval of the City.

D. Vertical Mowing - All fairways will be vertically mowed as necessary to control mat or thatch build up.

E. Weed Control - Fairways shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.

4. Planters - All Areas Planted With Ornamental Plants, Not Intended for Golf Play and Having a Definable Border.

A. Clean-up - All planters shall be maintained free of trash and debris such as paper, drinking cans, bottles fallen limbs and leaves.

B. Weed Control - All planters shall be maintained free of weeds or grass whether by mechanical or chemical means.

C. Trimming - The plant material (trees, shrubbery and ground covering) in planters shall be trimmed for protection from wind, insect damage, and for appearance.

5. Trees - All Trees Within the Property Lines of the Golf Course

A. Stake - All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted..

B. Pruning - All trees shall be pruned for protection from wind and pests as well as for appearance. Proper pruning techniques shall be approved by the City.

C. Irrigation - All trees shall be watered to provide adequate moisture for proper growth.

D. Mowing - Large area mowers shall not be used within one foot of the trunk.

E. Removal and Replacement - All damaged Trees, for whatever cause, shall be removed and replaced within fourteen days. Replacement will be with the same type tree as was damaged and if possible the same size.

6. Irrigation - All Equipment Required to Irrigate All Areas of the Golf Course

A. Repair or replace all heads, valve controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.

B. The golf course shall be irrigated as necessary to support proper growth of the golf turf.

7. Fences - All Fence Blocks, Chain Link, or Barbed Wire on or Within the Boundaries of the Golf Course

A. Repair all broken or damaged fencing on a monthly basis.

B. Repair or replace all fences, gates, and locking devices needed for the protection of the golf course or equipment immediately.

8. Clubhouse and Buildings - All Buildings Within the Boundaries of the Golf Course

A. Restrooms - All restrooms shall be maintained daily in a manner so as to provide a clean and sanitary facility for public use as well as employees of the course. Soap, towels, toilet paper ... shall be provided in adequate quantity at all times.

B. Kitchen - Repair and maintain all hardware and equipment necessary for the operation of the kitchen and snack shop.

C. Lobby and Patios - All lobbies and patios shall be vacuumed, dusted and swept daily.

D. General Maintenance - Maintain and repair all structural areas and fixtures of all buildings as needed to insure proper function and appearance including, but not limited to:

1. Air conditioning units, power tools, appliances, hardware, building structures and fixtures.

2. Painting, carpentry, plumbing and electrical repairs.

3. Porches, walks, parking areas, delivery areas and entries.

E. Cart Paths - Maintain all cart paths in a smooth condition and repair promptly as needed.

9. Edgeing - All edges of sidewalks, patios and cart paths must be kept edged. Edgeing of valve boxes, meter boxes, backflow preventers, etc. shall be done as needed to insure that there is no obstruction of proper growth around these items.

10. Sand Traps - All sand traps shall be edged as necessary to maintain a neat lip, raked daily and filled with fresh sand as needed to maintain a 4" depth on slopes and in the bottom. Replacement sand will be of a dust-free type, silica sand if possible.

11. Color Areas - Various planting areas throughout course shall be regularly cultivated, weeded and pruned on a regular basis with at least two replanting programs for annuals scheduled each year.

12. Construction and Remodeling - Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees or native vegetation), regrading involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings will be undertaken after consulting with the lessor.

13. Crews - A full maintenance crew shall be on duty at the course daily under the supervision of an on duty superintendent. (A qualified golf course superintendent is defined as an individual with a degree from a two or a four year college or university accredited in agronomy)

14. Provide rodent control.

15. Trash and debris removal will be at management firm's expense. Management firm will take special care to insure minimal problems from refuse odors, insects, etc. Trash recepticals shall be conveniently stationed on tees and at clubhouse and emptied daily.

16. Other - All lakes and bridges will be maintained in a safe and sanitary manner and in good appearance. Rough mowed in all unimproved areas as needed, fairways, rough and fence lines sprayed for weed control, and soil tested with adequate analysis at least once per year.

NOTE: THESE SPECIFICATIONS ARE MEANT TO INDICATE MINIMUM PRACTICES NECESSARY FOR THE PROPER MAINTENANCE OF THE GOLF COURSE IN CONDITIONS SPECIFIED EARLIER, BUT NOTHING IN THESE SPECIFICATIONS SHALL BE INTERPRETED TO LIMIT THE RESPONSIBILITY OF THE MANAGEMENT FIRM.

073580
4/8/86

32-4

RESOLUTION NO. 14,902

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN AMENDMENT TO THE LEASE AND OPERATING AGREEMENT FOR THE LAS PALMAS MUNICIPAL GOLF COURSE

BE IT RESOLVED by the City Council of the City of National City that the Mayor is authorized to sign an amendment to the Lease and Operating Agreement for the Las Palmas Municipal Golf Course to increase green fees. Said amendment is attached hereto as Exhibit "A" and incorporated herein by reference.

PASSED and ADOPTED this 8th day of April, 1986.

[redacted]
Kile Morgan, Mayor

ATTEST:

IONE CAMPBELL
Ione [redacted]
BY:

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III-City Attorney

**ADOPTION OF RESOLUTIONS**

CONSENT RESOLUTIONS (Resolutions Nos. 14,899 through 14,907) Moved by VanDeventer, seconded by Waters, they be accepted by title only. Carried by unanimous vote. Councilman Cooper requested Resolutions Nos. 14,900, 14,903 and 14,905 be considered separately. Vice Mayor VanDeventer said he would abstain on Resolution No. 14,906. Mayor Morgan said Council could consider Resolution No. 14,906 separately also. Moved by Cooper, seconded by VanDeventer, the other Resolutions (except 14,900, 14,903, 14,905 and 14,906) be approved. Carried by unanimous vote.

32-4

Resolution No. 14,902, "RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE AND OPERATING AGREEMENT FOR THE LAS PALMAS MUNICIPAL GOLF COURSE." See above.

67A-8
4/8/86

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 8TH day of APRIL, 1986, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD", and American Golf Corporation, a corporation, hereinafter referred to as "TENANT".

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On ~~May~~ APRIL 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course", and said Agreement was subsequently amended on July 2, 1985.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

Tenant and Landlord agree that green fees and cart fees will be as follows:

| Green Fees | 9 Holes | 18 Holes |
|---|---|---|
| Weekdays | $ 4.00 | $ 6.00 |
| Seniors & Juniors (Weekdays) | 3.50 | 5.00 |
| Seniors & Juniors (Weekends) | 5.00 after 12 noon | 9.00 |
| Weekends | 5.00 | 9.00 |
| Seniors & Juniors mo. ticket Plus $1.00 for each 9 holes played. | 15.00 weekdays & weekends afternoon. | |

For purposes of this Section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

| | | |
|---|---|---|
| Carts | 6.00 | 11.00 |

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated ~~May~~ April 3, 1984, and as subsequently amended on July 2, 1985, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

CITY OF NATIONAL CITY

[redacted]

Kile Morgan, Mayor

ATTEST:

IONE CAMPBELL
Ione Campbell, City Clerk
BY: [redacted]

APPROVED AS TO FORM:

[redacted]

George H. Eiser, III-City Attorney

AMERICAN GOLF CORPORATION

BY [redacted]

BY _____

Passed and adopted by the Council of the City of National City, California, on April 8, 1986 by the following vote, to-wit:

Ayes: Councilmen Cooper, Dalla, VanDeventer, Waters, Morgan.

Nays: Councilmen None

Absent: Councilmen None

Abstain: Councilmen None

AUTHENTICATED BY: KILE MORGAN
Mayor of the City of National City, California

Ione Campbell
City Clerk of the City of National City, California

(Seal) By: [redacted]
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 14,902 of the City of National City, Calif., passed and adopted by the Council of said City on April 8, 1986

(Seal) Ione Campbell
City Clerk of the City of National City, California

By: .....
Deputy

AMERICAN GOLF CORPORATION

National City Municipal
Golf Course
National City, CA 92050

RECEIVED
MAR 2
CITY MAN
NATIONA

March 21, 1986

Mr. Tom McCabe
City Manager
1243 National City Blvd.
National City, CA 92050

Dear Mr. McCabe:

Please find enclosed a schedule of proposed green fees for National City Golf Course and rate comparisons of comparable golf courses in San Diego. We are submitting these in accordance with Section 10.4 of our lease.

It is our desire to put the new prices into effect as soon as possible. Please inform me of the date and time this proposal will be on the agenda for City Council consideration.

Thank you.

Sincerely,

[redacted]

William H. Reidelberger
General Manager

WH/ch

City of National City
Parks & Recreation Department
140 E. 12th St., National City, CA 92050-3312
Phone: (619) 477-1181

March 28, 1986

TO: GERRY BOLINT, ASSISTANT CITY MANAGER

FROM: JIM RUIZ, PARKS & RECREATION DIRECTOR

SUBJECT: GOLF COURSE FEES

After reviewing the proposed increase, I spoke with Bill Reidelberger, the General Manager of the golf course.

The primary purpose of the fee increase is to become more competitive with other golf courses in the County and to generate more revenue. According to Mr. Reidelberger, they have not broke even during any of the months they have been open.

They also are planning to continue course improvements such as enlarging tee areas, cart paths and installing benches.

Prices for cart rentals and range balls will remain the same.

After reviewing comparable rates, their fee adjustment appears to be reasonable.

JR/lh

City of National City, California

# COUNCIL AGENDA STATEMENT

**MEETING DATE** April 8, 1986 **AGENDA ITEM NO.** 9

**ITEM TITLE**

Resolution amending the lease agreement between the City and American Golf Corporation

**PREPARED BY** JIM RUIZ, DIRECTOR **DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

William Reidelberger of American Golf Corporation has requested an increase in green fees at the golf course (attached information).

In order to put fees into effect, City Council must approve the request and the lease agreement must be amended.

**Environmental Review** xx N/A

**Financial Statement**

**Account No.** _____

**STAFF RECOMMENDATION**

Recommend approval.

**BOARD/COMMISSION RECOMMENDATION**

-

**ATTACHMENTS (Listed Below)** **Resolution No.** 14,902

3-21-86 ltr from American Golf Corporation.

From a memo sent to all senior International Telephone & Telegraph Co. managers during the early years of Geneen's memorable reign:

Effective immediately, I want every report to specifically, directly and bluntly state at the beginning a *summary of the unshakable facts.* The highest art of professional management requires the ability to smell a real fact from all others and, moreover, to have the intellectual curiosity, guts or plain impoliteness necessary to be sure that what you have is what we will call an unshakable fact.

Harold Geneen is chairman emeritus of International Telephone & Telegraph Co.

**NOTE: COUNCIL AGENDA STATEMENTS ARE DUE IN THE CITY MANAGER'S OFFICE BY 9 A.M. THURSDAY PRECEDING THE CITY COUNCIL MEETING.**

City Clerk

# City of National City
# Office of the City Manager

1243 National City Blvd., National City, CA 92050-4397 (619) 336-4240
Tom G. McCabe—City Manager

December 8, 1986

TO : Department Directors

FROM : Assistant City Manager [redacted]

SUBJECT : Las Palmas Golf Course Lease - Relocation of Corporate Headquarters

Attached for your information, files and future reference as necessary is a notification from American Golf Corporation regarding relocation of their corporate headquarters.

GJB:lk

Attachment

xc: Mayor and City Council
City Manager
Lease File - Las Palmas Golf Course

RECEIVED
DEC 05 198
CITY MANAGER
NATIONAL C.

AMERICAN GOLF CORPORATION

1 December 1986

City of National City
1243 National City Boulevard
National City, California 92050-4397
Attention: Tom McCabe, City Manager

Re: Las Palmas Golf Course Lease

Dear Mr. McCabe:

As is indicated in the enclosed announcement card, American Golf Corporation ("AGC") is moving its corporate headquarters, effective Monday, 8 December 1986. The purpose of this letter is to advise all of the company's lessors, major lenders, vendors and outside counsel of this change.

We are advised by the United States Postal Service that mail addressed to AGC's old address will be delivered to our new office for several months following our move. In addition, if you call AGC's old corporate telephone number, General Telephone Company will have a recording which will advise you of the new telephone number. We recommend, however, that you change your mailing lists and other records as soon as possible to:

American Golf Corporation
1633 26th Street
Santa Monica, California 90404-4024
213-315-4200

Sincerely,

[redacted]

Stephen R. Hofer
General Counsel and
Secretary of the Corporation

SRH\dlb

Enclosure


641 North Sepulveda Blvd., Los Angeles, California 90049 Telephone (213) 476-9611



AMERICAN GOLF CORPORATION

AMERICAN GOLF CORPORATION

*is pleased to announce*

*the relocation of its*

*corporate offices*

*to*

*1633-26th Street*

*Santa Monica, California 90404-4024*

*(213) 315-4200*

*December 8, 1986*

RECEIVED
MAR 24
CITY MANAGER
NATIONAL CITY

AMERICAN GOLF CORPORATION

National City Municipal
Golf Course
National City, CA 92050

March 18, 1987

Mr. Tom McCabe
City Manager
1243 National City Blvd.
National City, CA 92050

Dear Mr. McCabe:

Enclosed please find a schedule of proposed green fees for National City Golf Course. You will note they include a very modest increase in replay rates with no increase for cart rentals or driving range balls. This is submitted in accordance with section 10.4 of our lease.

It is our desire to put the the new prices into effect as soon as possible. Please inform me of the date and time this proposal will be on the agenda for City Council consideration.

Thank you.

Sincerely,

[redacted]

William H. Reidelberger
General Manager

WH/sm

AMERICAN GOLF CORPORATION

* 9 HOLES *

LOCAL COMPARABLE PUBLIC COURSES - FEBRUARY 21, 1987

| COURSE | REG. | WEEKEND |
|---|---|---|
| Balboa Park (9) | $4.75 (Resident) card | Same |
| | $6.75 (Non Resident) | Same |
| Bonita | $5.00 | $7.00 |
| Chula Vista (18) | $8.00 | $11.00 |
| Mission Bay | $3.75 | $4.25 |
| River Valley | $5.00 | $6.00 |

NATIONAL CITY GOLF COURSE (9 HOLES)

| | PRESENT | PROPOSED | INCREASE |
|---|---|---|---|
| Weekday Reg. | $4.00 | $4.00 | None |
| Replay | $2.00 | $2.50 | $ .50 |
| Weekday Sr/Jr | $3.50 | $3.50 | None |
| Replay | $1.50 | $2.00 | $ .50 |
| Weekend Reg. | $5.00 | $5.00 | None |
| Replay | $4.00 | $4.00 | None |
| Weekend Sr/Jr(After 12:00) | $4.00 | $4.00 | None |
| Replay | $2.50 | $3.00 | $ .50 |

RESOLUTION NO. 15,624

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement between the City of National City and American Golf Corporation, a copy of which is attached hereto as Exhibit "A".

PASSED and ADOPTED this 24th day of May, 1988.

[redacted]

GEORGE H. WATERS, MAYOR

ATTEST:

[redacted]

IONE CAMPBELL, CITY CLERK

APPROVED AS TO FORM:

[redacted]

GEORGE H. EISER, III - CITY ATTORNEY

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 24th day of May, 1988, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD", and American Golf Corporation, a corporation, hereinafter referred to as "TENANT".

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course", and said Agreement was subsequently amended on July 2, 1985, and April 8, 1986.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

Tenant and landlord agree that green fees and cart fees will be as follows:

| Green Fees | 9 Holes | Replay |
|---|---|---|
| Weekdays | $5.00 | $2.50 |
| Seniors & Juniors (Weekdays) | 4.00 | 2.00 |
| Seniors & Juniors (Weekends) | 5.00 after 12 noon | 3.00 |
| Weekends | 6.00 | 4.00 |

For purposes of this section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

| | | |
|---|---|---|
| Carts | $8.00 | $5.00 |

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, and April 8, 1986, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
George H. Waters, Mayor

ATTEST:

IONE CAMPBELL
Ione Campbell, City Clerk

[redacted]

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III - City Attorney

AMERICAN GOLF CORPORATION

BY [redacted]
STEPHEN T. HARKER

BY [redacted]

Passed and adopted by the Council of the City of National City, California, on .....5-24-88..... by the following vote, to-wit:

Ayes: Councilmen ..Cooper, Dalla, Pruitt, VanDeventer, Waters.....

Nays: Councilmen ..None.....

Absent: Councilmen ..None.....

Abstain: Councilmen ..None.....

AUTHENTICATED BY: GEORGE H. WATERS
Mayor of the City of National City, California

(Seal)

.....IONE CAMPBELL.....
City Clerk of the City of National City, California

By: .....[redacted].....
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 15,624 of the City of National City, Calif., passed and adopted by the Council of said City on .....5-24-88.....
.....

(Seal)

.....
City Clerk of the City of National City, California

By: .....
Deputy

86-17
762-3-2

City of National City, California

# COUNCIL AGENDA STATEMENT

**MEETING DATE** May 24, 1988 **AGENDA ITEM NO.** 6

**ITEM TITLE**

RESOLUTION AUTHORIZING THE INCREASE OF FEES AT NATIONAL CITY GOLF COURSE EFFECTIVE JUNE 15, 1988

**PREPARED BY** JIM RUIZ, DIRECTOR [redacted]MENT PARKS & RECREATION

**EXPLANATION**

Attached letter from American Golf requests an increase in green fees for the first 9 holes of play and for power cart rental. The replay fee would remain the same. All fee increases must be approved by City Council in accordance with the agreement with American Golf.

Staff checked the rates with the local public courses as noted in their request and found them to be accurate. These fees would make them comparable with other local courses.

American Golf would like to make these rates effective June 15, 1988.

**Environmental Review** X N/A

**Financial Statement**

N/A

**Account No.** _____

**STAFF RECOMMENDATION**

Recommend approval

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS (Listed Below)** **Resolution No.** 15,624

1. Letter from American Golf.

A-200 (Rev. 9/80)

AMERICAN GOLF CORPORATION

May 10, 1988

RECEIVED
MAY 1 0
CITY MANAGER
NATIONAL CITY

Mr. Tom McCabe
City Manager
1243 National City Blvd.
National City, Ca. 92050

Dear Mr. McCabe

Attached you will find our proposed fee increase for National City Golf Course. Included with our proposal are the nine hole fees being charged at local comparable public courses. Our new fees would be comparable to those courses.

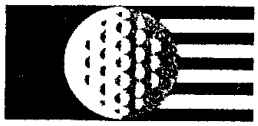
We would like these new fees to be effective June 15, 1988. Please let me know the date and time this proposal will be on the agenda for City Council consideration.

Cordially,

[redacted]

Stephen T. Harker
Regional Director
Mission Trails G.C.
7380 Golf Crest Place
San Diego, Ca. 92119
(619) 460-5409

cc: Jim Ruiz
Bill Goree



AMERICAN GOLF CORPORATION

*** 9 HOLES ***

LOCAL COMPARABLE PUBLIC COURSES - MAY 6, 1988

| GOLF COURSE | WEEKDAY GREEN FEE | WEEKEND GREEN FEE | CART FEE |
|---|---|---|---|
| BALBOA PARK (9) | $ 4.50 (RESIDENT) | SAME | N/A |
| | $10.00 (NON. RES.) | SAME | N/A |
| BONITA | $ 5.00 | $ 8.00 | $ 8.00 |
| CHULA VISTA | $ 5.00 | $ 6.00 | $ 9.00 |
| MISSION BAY (9 OR 18) | $ 6.50 | $ 7.50 | $ 4.50 |
| RIVER VALLEY | $ 5.00 | $ 6.00 | $ 9.00 |

NATIONAL CITY GOLF COURSE (9 HOLES)

| | PRESENT | PROPOSED | INCREASE |
|---|---|---|---|
| WEEKDAY GREEN FEE | $ 4.00 | $ 5.00 | $ 1.00 |
| REPLAY | $ 2.50 | $ 2.50 | NONE |
| WEEKDAY SR/JR | $ 3.50 | $ 4.00 | .50 |
| REPLAY | $ 2.00 | $ 2.00 | NONE |
| WEEKEND GREEN FEE | $ 5.00 | $ 6.00 | $ 1.00 |
| REPLAY | $ 4.00 | $ 4.00 | NONE |
| WEEKEND SR/JR (AFTER 12) | $ 4.00 | $ 5.00 | $ 1.00 |
| REPLAY | $ 3.00 | $ 3.00 | NONE |
| POWER CART | $ 6.00 | $ 8.00 | $ 2.00 |

702-3-2

City of National City, California

# COUNCIL AGENDA STATEMENT

**MEETING DATE** April 7, 1987 **AGENDA ITEM NO.** 32

**ITEM TITLE**

REQUEST FOR INCREASE IN REPLAY RATES AT NATIONAL CITY GOLF COURSE BY AMERICAN GOLF CORPORATION.

**PREPARED BY** Jim Ruiz [redacted] **DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

American Golf Corporation has requested an increase in green fees at the golf course. The increase would only apply for REPLAY rates. Staff conducted a survey of rates in the area and found that the requested increase for replay rates to be reasonable.

**Environmental Review** xx N/A

**Financial Statement**

N/A

**Account No.** _____

**STAFF RECOMMENDATION**

Recommend approval of request by American Golf Corporation.

**BOARD/COMMISSION RECOMMENDATION**

**ATTACHMENTS** (Listed Below) **Resolution No.** _____

Ltr. from American Golf

A-200 (Rev. 9/80)

May 27, 1988

Mr. Tom McCabe
City Manager
City of National City
1243 National City Blvd.
National City, Ca. 92050

Dear Mr. McCabe

Attached you will find our proposed fee increase for National City Golf Course. Included with our proposal are the nine hole fees being charged at local comparable public courses. Our new fees would be comparable to those courses.

We would like these new fees to be effective July 1, 1989. Please let me know the date and time this proposal will be on the agenda for City Council consideration.

Cordially,

[redacted]

Steve Harker
Regional Director

American Golf Corporation
7380 Golf Crest Place
San Diego, Ca. 92119
(619) 460-5400

cc: Jim Ruiz
Bill Goree

*** 9 HOLES ***

LOCAL COMPARABLE PUBLIC COURSES - MAY 24, 1989

| GOLF COURSE | WEEKDAY GREEN FEE | WEEKEND GREEN FEE | CART FEE |
|---|---|---|---|
| *BALBOA PARK (9) | $ 5.00 (RESIDENT) SAME<br>$15.00 (NON. RES.) SAME | | N/A<br>N/A |
| BONITA | $ 6.00 | $ 9.00 | $ 8.00 |
| CHULA VISTA | $ 7.00 | $ 9.00 | $ 9.00 |
| *MISSION BAY (9 OR 18) (BEFORE 2PM) | $ 7.25 | $ 8.25 | $ 9.00 |
| *RIVER VALLEY | $ 5.00 | $ 6.00 | $ 9.00 |

*DUE TO THEIR EXECUTIVE LENGTH, THESE COURSE ARE ACTUALLY A LITTLE LESS THAN COMPARABLE TO NATIONAL CITY.

NATIONAL CITY GOLF COURSE (9 HOLES)
(EFFECTIVE JULY 1, 1989)

| | PRESENT | PROPOSED | INCREASE |
|---|---|---|---|
| WEEKDAY GREEN FEE | $ 5.00 | $ 6.00 | $ 1.00 |
| REPLAY | $ 2.50 | $ 3.00 | .50 |
| WEEKDAY SR/JR | $ 4.00 | $ 4.50 | .50 |
| REPLAY | $ 2.00 | $ 2.50 | .50 |
| WEEKEND GREEN FEE | $ 6.00 | $ 8.00 | $ 2.00 |
| REPLAY | $ 4.00 | $ 4.00 | NONE |
| WEEKEND SR/JR (AFTER 12) | $ 5.00 | $ 6.00 | $ 1.00 |
| REPLAY | $ 3.00 | $ 4.00 | 1.00 |
| POWER CART | $ 8.00 | $ 9.00 | $ 1.00 |

C86-17

City of National City, Californi

# COUNCIL AGENDA STATEMENT

**MEETING DATE** June 6, 1989 **AGENDA ITEM NO.** 16

**ITEM TITLE** RESOLUTION AUTHORIZING THE INCREASE OF FEES AT NATIONAL CITY GOLF COURSE EFFECTIVE JULY 1, 1989

**PREPARED BY** JIM RUIZ [redacted] **DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

The attached request from American Golf to increase green fees and cart fees would take effect on July 1, 1989 if approved by the City Council. The increases range between 50¢ and $2.

The fees data in the request from American Golf is accurate and has been verified. These proposed increases would keep National City Golf Course competitive with other nine hole courses in the county.

A representative from American Golf will be at the council meeting to answer any specific questions.

**Environmental Review** xx **N/A**

**Financial Statement**

N/A

**Account No.** _____

**STAFF RECOMMENDATION**

RECOMMEND APPROVAL

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS (Listed Below)** **Resolution No.** 15,979

Request from American Golf

A-200 (Rev. 9/80)

RESOLUTION NO. 15,979

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement between the City of National City and American Golf Corporation, a copy of which is attached hereto as Exhibit "A."

PASSED AND ADOPTED this 6th day of June, 1989.

[redacted]

GEORGE H. WATERS, Mayor

ATTEST:

[redacted]

LORI ANNE PEOPLES, City Clerk

APPROVED AS TO FORM:

[redacted]

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 6th day of June, 1989, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, a corporation, hereinafter referred to as "TENANT."

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

TENANT and LANDLORD agree that green fees and cart fees will be as follows:

**EXHIBIT A**

Passed and adopted by the Council of the City of National City, California, on 6/6/89 by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, VanDeventer, Waters

Nays: Councilmen None

Absent: Councilmen Pruitt

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS
Mayor of the City of National City, California

[redacted]
City Clerk of the City of National City, California

(Seal)

By: .....
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 15,979 of the City of National City, Calif., passed and adopted by the Council of said City on 6/6/89

.....

C86-17

City of National City, California

# COUNCIL AGENDA STATEMENT

**MEETING DATE** June 6, 1989 **AGENDA ITEM NO.** 16

**ITEM TITLE** RESOLUTION AUTHORIZING THE INCREASE OF FEES AT NATIONAL CITY GOLF COURSE EFFECTIVE JULY 1, 1989

**PREPARED BY** JIM RUI[redacted] **DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

The attached request from American Golf to increase green fees and cart fees would take effect on July 1, 1989 if approved by the City Council. The increases range between 50¢ and $2.

The fees data in the request from American Golf is accurate and has been verified. These proposed increases would keep National City Golf Course competitive with other nine hole courses in the county.

A representative from American Golf will be at the council meeting to answer any specific questions.

**Environmental Review** xx **N/A**

**Financial Statement**

N/A

**Account No.** _____

**STAFF RECOMMENDATION**

RECOMMEND APPROVAL

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS (Listed Below)** **Resolution No.** 15,979

Request from American Golf

A-200 (Rev. 9/80)

RESOLUTION NO. 15,979

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement between the City of National City and American Golf Corporation, a copy of which is attached hereto as Exhibit "A."

PASSED AND ADOPTED this 6th day of June, 1989.

[redacted]

GEORGE H. WATERS, Mayor

ATTEST:

[redacted]

LORI ANNE PEOPLES, City Clerk

APPROVED AS TO FORM:

[redacted]

GEORGE H. EISER, III, City Attorney

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 6th day of June, 1989, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, a corporation, hereinafter referred to as "TENANT."

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

TENANT and LANDLORD agree that green fees and cart fees will be as follows:

**EXHIBIT A**

| Green Fees | 9 Holes | Replay |
|---|---|---|
| Weekdays | $6.00 | $3.00 |
| Seniors & Juniors (Weekdays) | 4.50 | 2.50 |
| Seniors & Juniors (Weekends) | 6.00 after 12 noon | 4.00 |
| Weekends | 8.00 | 4.00 |

For purposes of this section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

| | | |
|---|---|---|
| Carts | $9.00 | $5.00 |

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, and April 8, 1986, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunot set their hands on the date first above written.

CITY OF NATIONAL CITY

By: [redacted]
George H. Waters, Mayor

AMERICAN GOLF CORPORATION

By: _____

By: _____

ATTEST:

[redacted]
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM

[redacted]
George H. Eiser, III
City Attorney

Passed and adopted by the Council of the City of National City, California, on 6/6/89 by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, VanDeventer, Waters

Nays: Councilmen None

Absent: Councilmen Pruitt

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS
Mayor of the City of National City, California

[redacted]
City Clerk of the City of National City, California

(Seal)

By: .....
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 15,979 of the City of National City, Calif., passed and adopted by the Council of said City on 6/6/89

.....

(Seal)

.....
City Clerk of the City of National City, California

By: .....
Deputy

AMERICAN GOLF CORPORATION

9 June 1989

Jim Ruiz
City of National City
Parks & Recreation Department
140 East 12th Street
National City, California 92050-3312

Re: Amendment to Agreement

Dear Mr. Ruiz:

Please find enclosed two duplicate originals of the Amendment to Agreement between the City of National City and American Golf Corporation ("AGC"), both of which have been executed by David G. Price as AGC's Chairman of the Board of Directors and Chief Executive Officer. I have attested to Mr. Price's signature as secretary of the corporation and have applied the corporate seal.

After you have obtained the mayor and city clerk's signatures and the city attorney's approval as to form, please return one of the two fully executed originals to me for AGC's corporate records. The other original is for the city's files.

Thank you for your attention to this matter.

Sincerely,

AMERICAN GOLF CORPORATION

[redacted]

Stephen R. Hofer
Vice President, Secretary
and General Counsel

SRH/
enclosures
cc: Ken Davidson
Steve Harker
Bill Goree



1633-26th Street, Santa Monica, California 90404-4024, Telephone (213) 315-4200

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 6th day of June, 1989, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, a corporation, hereinafter referred to as "TENANT."

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

TENANT and LANDLORD agree that green fees and cart fees will be as follows:

| Green Fees | 9 Holes | Replay |
|---|---|---|
| Weekdays | $6.00 | $3.00 |
| Seniors & Juniors (Weekdays) | 4.50 | 2.50 |
| Seniors & Juniors (Weekends) | 6.00 after 12 noon | 4.00 |
| Weekends | 8.00 | 4.00 |

For purposes of this section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

| | | |
|---|---|---|
| Carts | $9.00 | $5.00 |

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, and April 8, 1986, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunot set their hands on the date first above written.

CITY OF NATIONAL CITY

By: [redacted]
George H. Waters, Mayor

AMERICAN GOLF CORPORATION

By: [redacted]
David G. Price, Chairman of the Board and Chief Executive Officer

By: [redacted]
Stephen R. Hoier, Secretary

ATTEST:

[redacted]
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

# CITY OF NATIONAL CITY, CALIFORNIA

1243 NATIONAL CITY BOULEVARD • NATIONAL CITY, CALIFORNIA 92050 • (619) 336-4226

LORI A. PEOPLES
CITY CLERK

June 9, 1989

American Golf Corportation

Gentlemen:

Enclosed are two copies of the agreement executed by the City and Resolution No. 15,979, which was adopted by the City Council on June 6, 1989.

When you have fully excuted these agreements please return one to me at the City Clerk's office.

Thank you,

[redacted]

/js
Enclosures (3)

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 26th day of June, 1990, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD", and American Golf Corporation, a corporation, hereinafter referred to as "TENANT".

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course", and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Muncipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf course for similar goods and services and facilities.

Tenant and landlord agree that green fees and cart fees will be as follows:

| GREEN FEES | 9 HOLES | REPLAY |
|---|---|---|
| Weekdays - Regular | $6.50 | $3.50 |
| Weekdays - Seniors (National City Residents) | 4.50 | 2.50 |
| Weekdays - Seniors (Non-National City Residents) | 5.00 | 3.00 |
| Weekends - Regular | 8.50 | 5.00 |
| Weekends - Seniors (National City Residents) | 6.00 | 4.00 |
| Weekends - Seniors (Non-National City Residents) | 7.00 | 4.00 |
| Carts | 9.00 | 5.00 |
| Twilight (Weekdays) | 5.00 | |
| Twilight (Weekends) | 5.00 | |
| Range: | | |
| X Large | 7.00 | |
| Large | 4.00 | |
| Small | 3.00 | |

For purposes of this section, "seniors" shall mean all persons 60 years old or older.

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease" and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, and on May 24, 1988, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
GEORGE H. WATERS MAYOR

APPROVED AS TO FORM:

[redacted]
GEORGE H. EISER, III-CITY ATTORNEY

AMERICAN GOLF CORPORATION

BY: [redacted]
David G. Pridy, President

BY: [redacted]
Stephen R. Hofer,
Vice President and Secretary

# CITY OF NATIONAL CITY, CALIFORNIA

1243 NATIONAL CITY BOULEVARD • NATIONAL CITY, CALIFORNIA 92050 • (619) 336-4226

**LORI A. PEOPLES**
CITY CLERK


June 28, 1990

American Golf Corporation
Attn: Bert Geinsendorff
7380 Golf Creat Place
San Diego, CA 92119

Dear Mr. Geinsendorff:

Enclosed are four copies of the agreement executed by the City and one copy of Resolution No. 16,287 which was adopted by the City Council on June 28, 1990.

When you have fully executed these agreements please return one to me at the City Clerk's office.

Thank you,

[redacted]

Janis ~~Strangman~~

Enclosures (5)

City of National City, Californic

# COUNCIL AGENDA STATEMENT

**MEETING DATE** June 26, 1990 **AGENDA ITEM NO.** 13

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH AMERICAN GOLF ASSOCIATION.

**PREPARED BY** JIM RUI [redacted] **DEPARTMENT** PARKS & REC.

**EXPLANATION.**

Amendment allows the golf course to implement new fees for carts, range balls, and greens fees.

**Environmental Review** x **N/A**

**Financial Statement**

N/A

**Account No.** _____

**STAFF RECOMMENDATION**

RECOMMEND APPROVAL

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS** (Listed Below) **Resolution No.** 16,287

Amendment

A-200 (Rev. 9/80)

Original 0-17

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 6th day of June, 1989, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, a corporation, hereinafter referred to as "TENANT."

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

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TENANT and LANDLORD agree that green fees and cart fees will be as follows:

EXHIBIT A

| Green Fees | 9 Holes | Replay |
|---|---|---|
| Weekdays | $6.00 | $3.00 |
| Seniors & Juniors (Weekdays) | 4.50 | 2.50 |
| Seniors & Juniors (Weekends) | 6.00 after 12 noon | 4.00 |
| Weekends | 8.00 | 4.00 |

For purposes of this section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

| | | |
|---|---|---|
| Carts | $9.00 | $5.00 |

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, and April 8, 1986, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunot set their hands on the date first above written.

CITY OF NATIONAL CITY

By: [redacted]
George H. Waters, Mayor

AMERICAN GOLF CORPORATION

By: [redacted]
Robert H. Williams, President

By: [redacted]
Stephen R. Hofer, Vice President and General Counsel

ATTEST:

[redacted]
Loni Anne Peoples, City Clerk

APPROVED AS TO FORM

[redacted]
George H. Eiser, III
City Attorney

City of National City, California

# COUNCIL AGENDA STATEMENT

c82-17

**MEETING DATE** July 17, 1990 **AGENDA ITEM NO.** 6

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION

**PREPARED BY** Jim Ruiz [redacted] **DEPARTMENT** Parks & Recreation

**EXPLANATION**

This amendment clarifies new rates for green fees and cart rentals at the Municipal Golf Course.

**Environmental Review** x N/A

**Financial Statement**

N/A

**Account No.** _____

**STAFF RECOMMENDATION**

Recommend Approval

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS** (Listed Below) **Resolution No.** 16,297

A-200 (Rev. 9/80)

RESOLUTION NO. 16,287

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement between the City of National City and American Golf Corporation, a copy of which is attached hereto as Exhibit "A".

PASSED and ADOPTED this 26th day of June, 1990.

[redacted]
GEORGE H. WATERS, MAYOR

ATTEST:

[redacted]
LORI ANNE PEOPLES, CITY CLERK

APPROVED AS TO FORM:

[redacted]
GEORGE H. EISER, III
CITY ATTORNEY

1986-17

RESOLUTION NO. 16,297

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION, AND RESCINDING RESOLUTION NO. 16,287

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement between the City of National City and American Golf Corporation, which is on file in the Office of the City Clerk.

BE IT FURTHER RESOLVED that Resolution No. 16,287 is hereby rescinded.

PASSED AND ADOPTED this 17th day of July, 1990.

[redacted]
GEORGE H. WATERS, Mayor

ATTEST:

[redacted]
LORI ANNE PEOPLES, City Clerk

APPROVED AS TO FORM:

[redacted]
GEORGE H. EISER, III, City Attorney

Passed and adopted by the Council of the City of National City, California, on July 16, 1990 by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, Pruitt, Van Deventer, Waters

Nays: Councilmen None

Absent: Councilmen None

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS
Mayor of the City of National City, California

[redacted]
City Clerk of the City of National City, California

By: .....
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 16,297 of the City of National City, Calif., passed and adopted by the Council of said City on July 17, 1990

.....

(Seal)

.....
City Clerk of the City of National City, California

By: .....
Deputy

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 26th day of June, 1990, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD", and American Golf Corporation, a corporation, hereinafter referred to as "TENANT".

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course", and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

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Tenant and landlord agree that green fees and cart fees will be as follows:

| GREEN FEES | 9 HOLES | REPLAY |
|---|---|---|
| Weekdays - Regular | $6.50 | $3.50 |
| Weekdays - Seniors | 5.00 | 3.00 |
| Weekdays - Seniors (Non-National City Residents) | 6.50 | 3.50 |
| Weekends - Regular | 8.50 | 5.00 |
| Weekends - Seniors | 7.00 | 4.00 |
| Weekends - Seniors (Non-National City Residents) | 8.50 | 5.00 |
| Carts | 8.00 | 5.00 |
| Twilight (Weekdays) | 5.00 | |
| Twilight (Weekends) | 5.00 | |
| Range: | | |
| X Large | 7.00 | |
| Large | 4.00 | |
| Small | 3.00 | |

For purposes of this section, "seniors" shall mean all persons 60 years old or older.

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease" and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, and on May 24, 1988, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
GEORGE H. WATERS MAYOR

APPROVED AS TO FORM:

[redacted]
GEORGE H. EISER, III-CITY ATTORNEY

AMERICAN GOLF CORPORATION

BY:_____

BY:_____

RESOLUTION NO. 16,287

Passed and adopted by the Council of the City of National City, California, on June 26, 1990 by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, Pruitt, Van Deventer, Waters

Nays: Councilmen None

Absent: Councilmen None

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS
Mayor of the City of National City, California

[redacted]
City Clerk of the City of National City, California

(Seal)

By: .....
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 16,287 of the City of National City, Calif., passed and adopted by the Council of said City on June 26, 1990

.....

(Seal)

.....
City Clerk of the City of National City, California

By: .....
Deputy

FILE 88-17
Am Golf...

# City of National City
# Office of the City Attorney

1243 National City Boulevard, National City, CA 92050-4397
George H. Eiser, III—City Attorney (619) 336-4220

TO: Mayor and City Council DATE: August 28, 1990

FROM: City Attorney

SUBJECT: Extension of Lease for Las Palmas Golf Course

The City's lease of Las Palmas Golf Course with American Golf Corporation provides for an initial five-year term, ending August 31, 1990. The lease additionally states:

> "Provided Tenant has fully complied with all the obligations contained in this lease, Tenant will have the option to extend this Lease at the end of the initial term for seven 5-year terms by giving the Landlord written notice of such desire six (6) months before the end of the particular term in question."

I have received a letter from Stephen R. Hofer, Vice President and General Counsel for American Golf Corporation, stating American Golf's desire to extend the lease from September 1, 1990 through August 31, 1995. The Director of Parks and Recreation confirms that American Golf has fully complied with all the obligations contained in the Lease during the initial Lease term. Since the lease provides the lessee an option to "extend" the present lease, rather than "renewing" the lease (i.e. entering into a new lease), no action by the City is required for the extension to take effect.

[redacted]
George H. Eiser, III, City Attorney

GHE/pjl

cc: City Manager
Director of Parks and Recreation
City Clerk
Stephen R. Hofer

AGENDA ITEM #13
11/13/90

AMERICAN GOLF CORPORATION

Mr. Mayor.

I would like to bring the subject of outside sales at National City G.C. to the agenda of the city council. I believe that the outside sales is a benefit to the city and would like to obtain a conditional use permit.

Please contact me at [redacted]

AMERICAN GOLF CORPORATION

Bill Goree
PGA Professional / General Manager
*Lessons by Appointment*

National City Golf Course
(619) 474-1400

# City of National City
# Planning Department
1243 National City Blvd., National City, CA 92050-4397 (619) 336-4310
ROGER G. POST — DIRECTOR


November 9, 1990

TO: MAYOR AND CITY COUNCIL

FROM: ROGER G. POST, PLANNING DIRECTOR

RE: OUTDOOR SALE AT NATIONAL CITY GOLF COURSE

Responding to a compliant, staff verified that merchandise was being displayed for sale outside the pro shop. On November 6, staff sent a notice to American Golf Corporation directing them to cease this activity. The property was reinspected on November 7 and it was determined that the violation had been abated.

Section 18.92.030 of the Land Use Code limits special outdoor promotions to three days each, twice a year. Through the issuance of a Temporary Use Permit the City Council can specify a longer timeframe.

If there is a desire to allow outdoor sales of merchandise on a permanent basis, a code amendment would be necessary. This could result in a cluttered appearance around our commercial areas, however.

RGP:lls

18.90.050 Lighting. All outdoor lighting shall be so shielded and adjusted that the light therefrom is directed to fall only on the same premises upon which such light source is located. (Ord. 1503 §1(part), 1976: NCLUC §976-11.04).

18.90.060 Signs. For provisions regulating signs, see Chapter 18.62 (Signs and Outdoor Advertising). (Ord. 1503 §1(part), 1976: NCLUC §976-11.05).

18.90.070 Temporary permit required. For provisions regarding temporary use permit, see Chapter 15.60. (Ord. 1987 §1(part), 1989: Ord. 1503 §1(part), 1976: NCLUC §976-11.06).

## Chapter 18.92

## OUTDOOR DISPLAY OR SALE OF MERCHANDISE

Sections:

18.92.010 Regulations generally.
18.92.020 Permitted displays.
18.92.030 Special promotions.
18.92.040 Seasonal sale of Christmas trees and pumpkins.

18.92.010 Regulations generally. The outdoor display or sale of merchandise shall be prohibited in the city except as provided in this chapter. (Ord. 1503 §1(part), 1976: NCLUC §976-12(part)).

18.92.020 Permitted displays. In the commercial and industrial zones, businesses such as service stations, auto dealers, recreational vehicle sales lots, nurseries, outdoor display and sale of flowers in conjunction with a licensed flower shops, building material yards, and similar uses (as determined by the planning director per Section 18.104.040) that customarily display merchandise outdoors may display merchandise outdoors on the site approved for such a business. (Ord. 1616 §§22, 1978; Ord. 1503 §1(part), 1976: NCLUC §976-12.01).

18.92.030 Special promotions. A. All other businesses in the commercial and industrial zones may have special promotions at which outdoor display and sales are allowed, limited to three days each, which shall include all set-up time. No business shall have more than two sales in a calendar year. There shall be a period of at least thirty days between sales.

B. For special promotions lasting more than three days, or for more than two such sales in one calendar year, city council approval in accordance with Chapter 15.60 must first be obtained. All such sales shall be limited to the site approved for such a business or on an adjacent (contiguous) lot.

C. No business shall conduct a special promotion with outdoor display on a property when the business does not have a permanent business address on the same property. This restriction shall not apply to sales conducted entirely indoors. (Ord. 1987 §1(part), 1989: Ord. 1925 §11, 1987: Ord. 1503 §1(part), 1976: NCLUC §976-12.02).

18.92.040 Seasonal sale of Christmas trees and pumpkins.

A. The outdoor seasonal sale of Christmas trees and pumpkins is only permitted in commercial zones either on property developed with a commercial use or on vacant property.

B. Such displays and sales are limited to thirty-five days each including installation and removal of all related materials. A business license and certificate of occupancy shall be obtained each year prior to setting up displays. Application for a certificate of occupancy shall be made no more than ten days prior to commencement of each sale. (Ord. 1985 §1, 1989).

City of National City
Office of the City Manager
1243 National City Blvd., National City, CA 92050-4397 (619) 336-4240
Tom G. McCabe—City Manager

November 12, 1990

TO : Mayor and City Council

FROM : Assistant City Manager [redacted]

**SUBJECT : CITY COUNCIL AGENDA ITEM #13 (11/13/90 MEETING) - LETTER FROM AMERICAN GOLF CORPORATION**

This morning I received a telephone call from Jack Sands who is the new golf course manager. Mr. Sands stated that he would like more time to review this matter and requests that the item be held over until the Council Meeting on December 4, 1990.

GJB:ld

Attachment

xc: City Manager
City Clerk
Planning Director
Parks and Recreation Director
Pending Agenda File

**CITY OF NATIONAL CITY**
**INTERDEPARTMENTAL MEMORANDUM**

**To:** City Clerk **Date:** 9-19-90

**From:** City Attorney

**Subject:** Amendment to Agreement; American Golf Corp.

Transmitted herewith for your files is the original of the Amendment to Agreement between the City and American Golf Corporation, dated June 26, 1990.

cc: Director of Parks and Recreation

**By** [redacted]

SN 11000 5M 5/84

C 86-17

ty of National City, California

# COUNCIL AGENDA STATEMENT

**MEETING DATE** June 25, 1991 **AGENDA ITEM NO.** 7

**ITEM TITLE** RESOLUTION AUTHORIZING THE INCREASE OF GREEN FEES AT NATIONAL CITY GOLF COURSE EFFECTIVE JULY 1, 1991

**PREPARED BY** JIM RUIZ [redacted] **DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

The attached request from American Golf to increase green fees would take effect on July 1, 1991 if approved by the City Council.

The fees data in the request from American Golf is accurate and has been verified. The request asks for a $1 increase for 9 holes and 50¢ for replays.

The proposed increases would keep National City Golf Course just below the average rates of comparable courses in the area. The last fee increase was July 1, 1990, with increases between 50¢ to $1 for green fees, cart rentals, and range balls. The proposed increases this year are for green fees only.

A representative from American Golf will be at the council meeting to answer any specific questions.

**Environmental Review** x **N/A**

**Financial Statement**

N/A

**Account No.** _____

**STAFF RECOMMENDATION**

Recommend approval.

**BOARD/COMMISSION RECOMMENDATION**

Recommend Approval

**ATTACHMENTS (Listed Below)** **Resolution No.** 91-138

Request from American Golf

A-200 (Rev. 9/80)

C86-17

**RESOLUTION NO.** 91-138

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION**

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement between the City of National City and American Golf Corporation. Said Amendment to Agreement is on file in the Office of the City Clerk.

**PASSED** and **ADOPTED** this 25th day of June, 1991.

[redacted]
George H. Waters, Mayor

ATTEST:

[redacted]
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

Passed and adopted by the Council of the City of National City, California, on June 25, 1991 by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, Van Deventer, Zarate, Waters

Nays: Councilmen None

Absent: Councilmen None

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS
Mayor of the City of National City, California

[redacted]
City Clerk of the City of National City, California

(Seal)

By: .....
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 91-138 of the City of National City, Calif., passed and adopted by the Council of said City on June 25, 1991

.....

(Seal)

.....
City Clerk of the City of National City, California

By: .....
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 18th day of June, 1991, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, and July 17, 1990.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

> "10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf course for similar goods and services and facilities.
>
> Tenant and Landlord agree that green fees and cart fees will be as follows:

| GREEN FEES | 9 HOLES | REPLAY |
|---|---|---|
| Weekdays - Regular | $7.50 | $4.00 |
| Weekdays - Seniors | 5.50 | 3.00 |
| Weekdays - Seniors (Non-National City Residents) | 6.00 | 3.50 |

| GREEN FEES (Continued) | 9 HOLES | REPLAY |
|---|---|---|
| Weekends - Regular | 9.50 | 5.50 |
| Weekends - Seniors | 7.00 | 4.50 |
| Weekends - Seniors (Non-National City Residents) | 8.00 | 4.50 |
| Carts | 8.00 | 5.00 |
| Twilight (Weekdays) | 6.00 | |
| Twilight (Weekends) | 6.00 | |
| Range: | | |
| X Large | 7.00 | |
| Large | 4.00 | |
| Small | 3.00 | |

For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, and on July 17, 1990, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
George H. Waters, Mayor

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

AMERICAN GOLF CORPORATION

[redacted]

By: _____

FROM: JACK SANDS

TO: JIM RUIZ

Subj: ANNUAL GREEN FEE RATE INCREASE PROPOSAL

1. THE FOLLOWING IS A PROPOSAL TO INCREASE GREEN FEE'S AT NATIONAL CITY GOLF COURSE. PENDING CITY COUNCIL APPROVAL, THE INCREASES WOULD TAKE EFFECT ON JULY 1, 1991. ALSO ENCLOSED IS A GREEN FEE RATE COMPARISON OF FIVE OTHER REGIONAL GOLF COURSES WHOSE COURSE LAY-OUTS ARE COMPARABLE TO NATIONAL CITY GOLF COURSE.

| CURRENT | | PROPOSED | |
|---|---|---|---|
| **WEEKDAY** | | **WEEKDAY** | |
| REGULAR | 6.50/3.50 (REPLAY) | REGULAR | 7.50/4.00 (Replay) |
| SENIOR | 5.00/3.00 " | SENIOR | 6.00/3.50 (REPLAY) |
| N.C. SENIOR | 4.50/2.50 " | N.C. SENIOR | 5.50/3.00 " |
| TWILIGHT | 5.00 | TWILIGHT | 6.00 |
| **WEEKEND** | | | |
| REGULAR | 8.50/5.00 (REPLAY) | REGULAR | 9.50/5.50 (REPLAY) |
| SENIOR | 7.00/4.00 " | SENIOR | 8.00/4.50 " |
| N.C. SENIOR | 6.00/4.00 " | NC SENIOR | 7.00/4.50 " |
| TWILIGHT | 5.00 | TWILIGHT | 6.00 |

2. PER OUR CONVERSATION, THERE WILL BE NO INCREASE IN CART OR DRIVING RANGE RATES.

3. I FEEL THAT NATIONAL CITY G.C. RATES FAR ABOVE BALBOA 9 AND MISSION BAY BECAUSE IT IS A COURSE THAT CAN BE PLAYED WITH ALL THE CLUBS IN YOUR BAG, WHEREAS MOST OF THE HOLES AT MISSION BAY REQUIRE ONLY IRON PLAY FOR THE MAJORITY OF GOLFERS. ALSO, THE RATE PROPOSAL WOULD STILL HAVE US BELOW THE 9 HOLE RATES CURRENTLY CHARGED BY CHULA VISTA AND BONITA BOTH ON WEEKDAYS AND WEEKENDS.

4. FURTHERMORE, WE ARE GOING TO GREAT LENGTHS TO IMPROVE THE GOLF COURSE, DRIVING RANGE AND OTHER AMENITIES AT NATIONAL CITY GOLF COURSE. FOR EXAMPLE, $25,000 IS BEING SPENT ON CAPITAL-IMPROVEMENT PROJECTS IN MAY AND JUNE OF 1991 ALONE.

5. THANK YOU FOR YOUR COOPERATION AND ASSISTANCE IN THE MATTER. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ME AT [redacted]

RESPECTFULLY,

[redacted]

NATIONAL CITY G.C.
GENERAL MANAGER

| WEEKDAY GREEN FEE'S | NATIONAL CITY | 279-1600 Tecolote | 490-3370 Mission Bay | 232-2470 Balboa 9 | 479-4141 Chula Vista | 267-11 Bonita |
|---|---|---|---|---|---|---|
| 9 Hole | 6.50<br>3.50 Replay | NONE | 6.50 | 16.00<br>5.00 Res | 8.00 | 8.00 |
| 18 Hole | | 10.00 | 12.00 | | | |
| Senior | 5:00<br>3.00 Replay | 7.00 | 5.50 | * | * | NONE |
| Twilight | 5.00 | 7.00 | NONE | NONE | 9.00 | 9.00 |

| WEEKEND GREEN FEE'S | | | | | | |
|---|---|---|---|---|---|---|
| 9 Hole | 8.50<br>5.00 Replay | NONE | 7.50 | 16.00<br>5.00 Res | 10.00 | 11.00 |
| 18 Hole | | 14.00 | 14.00 | | | |
| Senior | 7.00<br>4.00 Replay | NONE | 12.00 | * | * | NONE |
| Twilight | 5.00 | 10.00 | NONE | NONE | 11.00 | NONE |

* Required to Purchase Monthly or Annual Card Then Pay A Resident Senior Green Fee.

# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY): 7/15/91

**PRODUCER**

Jardine Insurance Brokers Los Angeles Inc
11835 W. Olympic Blvd., 5th Fl.
Los Angeles, California 90064
Tel: (213) 444-3333

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IF YOU SHOULD HAVE ANY QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE OR CORRESPONDENCE, PLEASE CONTACT: ARLENE J. BAER

**Jardine Emett & Chandler Los Angeles Inc.**
**Insurance Brokers**

11835 West Olympic Blvd
5th Floor
Los Angeles, California 90064
(213) 444-3333

Thank You

**INSURED**

American Golf Corporation, Etal
1633 - 26th Street
Santa Monica, California 90404-4024

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BEL[illegible] 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.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR.<br>OWNER'S & CONTRACTOR'S PROT. | RMGL 3257950<br>($200,000 S.I.R.) | 7/15/91 | 7/15/92 | GENERAL AGGREGATE<br>PRODUCTS-COMP/OP AGG.<br>PERSONAL & ADV. INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED. EXPENSE (Any one person) | $ 1,800,000<br>$ 1,800,000<br>$ 1,800,000<br>$ 1,800,000<br>$ 50,000<br>$ 5,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>X ALL OWNED AUTOS<br>X SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS<br>GARAGE LIABILITY<br>X GKLL-$300,000 Limit | RMCA 1427881 - AOS<br>RMCA TX1427882 - Texas | 7/15/91 | 7/15/92 | COMBINED SINGLE LIMIT<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE | $ 1,000,000<br>$<br>$<br>$ |
| C | EXCESS LIABILITY<br>UMBRELLA FORM<br>X OTHER THAN UMBRELLA FORM | (92) 7966-24-44 | 7/15/91 | 7/15/92 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| D | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | 1. RMWC 1232582 - Texas<br>2. RMWC 1232583 - AOS<br>3. RMWC 1232584 - Ariz., Ore., Mary., Idaho, VA | 7/15/91 | 7/15/92 | STATUTORY LIMITS<br>EACH ACCIDENT<br>DISEASE—POLICY LIMIT<br>DISEASE—EACH EMPLOYEE | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | OTHER | | | | | |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

**CERTIFICATE HOLDER**

City of National City
1243 National City Boulevard
National City, CA 92050-4397

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE [redacted]


©ACORD CORPORATION 1990

886-17

City of National City, California

# COUNCIL AGENDA STATEMENT

**MEETING DATE** May 4, 1993 **AGENDA ITEM NO.** 5

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF NATIONAL CITY AMENDING LEASE AGREEMENT WITH AMERICAN GOLF CORPORATION

**PREPARED BY** JIM RUIZ [redacted] **DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

Request from American Golf to change price of range ball buckets as follows:

| Current Charge | Proposed Charge |
|---|---|
| Warm Up - $2 (30-35 balls) | Warm Up - $1 (20-25 balls) |
| Small - $3.25 (50-55 balls) | Small - $2.50 (30-35 balls) |
| Medium - $4.50 (90-100 balls) | Medium - $4.50 (60-65 balls) |
| Large - $8 (150-200 balls) | Large - $5 (90-100 balls) |
| | Practice - $8 (150-200 balls) |

**Environmental Review** x **N/A**

**Financial Statement**

N/A

**Account No.** _____

**STAFF RECOMMENDATION**

Approval, effective May 5, 1993

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS (Listed Below)** **Resolution No.** 93-58

1. Letter from American Golf
2. Resolution and Amendment to Agreement

A-200 (Rev. 9/80)

American Golf Corporation®

3/22/93

Jim Ruiz
City Of National City
Department of Parks and Recreation
National City, Ca. 91950

Dear Mr. Ruiz

As per our phone conversation, this is to inform you of the requested price increases of range ball buckets.

Currently we charge;

| | | | |
|---|---|---|---|
| Warm-up- | $2.00 | ( approx. | 30-35 balls ) |
| Small | -$3.25 | ( " | 50-55 " ) |
| Medium | -$4.50 | ( " | 90-100 " ) |
| Large | -$8.00 | ( " | 150-200 " ) |

In order to stay competitive with the local market we would like to raise bucket prices as follows;

| | | | |
|---|---|---|---|
| Warm-up- | $1.00 | ( approx. | 20-25 balls ) |
| Small | -$2.50 | ( " | 30-35 " ) |
| Medium | -$4.50 | ( " | 60-65 " ) |
| Large | -$5.00 | ( " | 90-100 " ) |
| Practice | -$8.00 | ( " | 150-200 " ) |

As you can see we are offering another bucket size and adjusting the sizes to be more in line with our competitors. We will also be upgrading our ball quality with new balls every month.

Per City approval these prices would be effective April 1, 1993.

Please fill free to contact me if any further information is needed.

Sincerely,

[redacted]

Ann Gomez
General Manager
National City Golf Course

cc: Tom Frost, Regional Director, American Golf Corp.

**RESOLUTION NO.** 93-58

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION**

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement between the City of National City and American Golf Corporation. Said Amendment to Agreement is on file in the Office of the City Clerk.

**PASSED** and **ADOPTED** this 4th day of May, 1993.

[redacted]
George H. Waters, Mayor

ATTEST:

[redacted]
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

Passed and adopted by the Council of the City of National City, California, on May 4, 1993 by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, Morrison, Zarate, Waters

Nays: Councilmen None

Absent: Councilmen None

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS
Mayor of the City of National City, California

[redacted]
City Clerk of the City of National City, California

(Seal)

By: .....
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 93-58 of the City of National City, Calif., passed and adopted by the Council of said City on May 4, 1993

.....

(Seal)

.....
City Clerk of the City of National City, California

By: .....
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 4th day of May, 1993, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, July 17, 1990, and June 18, 1991.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

> "10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.
>
> A. Tenant and Landlord agree that green fees and cart fees will be as follows:

| GREEN FEES | 9 HOLES | REPLAY |
|---|---|---|
| Weekdays - Regular | $7.50 | $4.00 |
| Weekdays - Seniors | 5.50 | 3.00 |
| Weekdays - Seniors (Non-National City Residents) | 6.00 | 3.50 |

| GREEN FEES (Continued) | 9 HOLES | REPLAY |
|---|---|---|
| Weekends - Regular | 9.50 | 5.50 |
| Weekends - Seniors | 7.00 | 4.50 |
| Weekends - Seniors (Non-National City Residents) | 8.00 | 4.50 |
| Carts | 8.00 | 5.00 |
| Twilight (Weekdays) | 6.00 | |
| Twilight (Weekends) | 6.00 | |
| Range: | | |
| X Large | 7.00 | |
| Large | 4.00 | |
| Small | 3.00 | |

For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

B. Tenant and Landlord agree that prices for range ball buckets will be as follows:

| | | |
|---|---|---|
| Warm Up | $1.00 | (20-25 balls) |
| Small | $2.50 | (30-35 balls) |
| Medium | $4.50 | (60-65 balls) |
| Large | $5.00 | (90-100 balls) |
| Practice | $8.00 | (150-200 balls) |

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, July 17, 1990, and on June 18, 1991, shall remain in full force and effect.

///

///

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
George H. Waters, Mayor

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

AMERICAN GOLF CORPORATION

By: [redacted]

By: Sr. Vice President

CERTIFICATE OF INSURANCE NO. 35

**Broker:** JOHNSON & HIGGINS OF CA. - 2029 CENTURY PARK EAST, LOS ANGELES, CA 90067

(1) This certificate is not an insurance policy and does not amend extend or alter the coverage afforded by the policies listed on this certificate, and (2) notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be concerned or may pertain, the insurance afforded by the policies listed on this certificate is subject to all the terms, exclusions and conditions of such policies. (California Insurance Code, Section 384)

| NAME AND ADDRESS OF CERTIFICATE HOLDER: | NAME AND ADDRESS OF INSURED: |
|---|---|
| City of National City<br>1243 National City Blvd.<br>National City, CA 92050-4397 | American Golf Corporation, Etal<br>1633 - 26th Street<br>Santa Monica, California 90404-4024 |

This is to certify that the policy(ies) of insurance listed below have been issued to the Insured named above and are in force at this time. Coverage subject to annual aggregate limits may be eroded by prior occurrences.

| | |
|---|---|
| Type of Insurance: | Real Property, Personal Property and Equipment including Golf carts. |
| Insurance Companies & Policy Numbers: | American Intern'l Specialty Lines Ins. Co. #IMB773-5343<br>Lexington Ins. Co. #8692748<br>AEtna Casualty & Surety #86FSK109727SCA |
| Policy Term: | August 15, 1994 to August 15, 1995 |
| Perils of Coverage: | "All Risks" of Physical Damage including Earthquake & Flood. |
| Description of Coverage: | Property Damage Insurance as per policy. |
| Limits of Liability: | $25,000,000 Per occurrence except;<br>$10,000,000 Flood, per occurrence, annual agg.<br>$ 2,000,000 Earthquake, per occurrence, annual aggregate |
| Valuation of Property: | Replacement Cost - Property<br>Functional Replacement Cost - Electronic Data Processing Equipment |
| Deductibles: | $ 250,000 Per occurrence, All Perils, except:<br>2% Per unit of insurance for Windstorm, subject to $250,000 Minimum per location, and $750,000 Maximum per occurrence.<br>$ 250,000 Per occurrence for Flood<br>2% Per unit of insurance for Earthquake, subject to $250,000 minimum.<br>5 Day Waiting Period for Time Element, Earthquake only. |
| Additional Insured and/or Loss Payee. | |

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company will endeavor to mail sixty (60) days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the COMPANY, ITS AGENTS OR REPRESENTATIVES.

Date Issued: August 15, 1994 BY: [redacted]



MR00136.37

Passed and adopted by the Council of the City of National City, California, on March 7, 1995 by the following vote, to-wit:

Ayes: Councilmen Beauchamp, Inzunza, Morrison, Zarate, Waters

Nays: Councilmen None

Absent: Councilmen None

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS
Mayor of the City of National City, California

[redacted]
City Clerk of the City of National City, California

By: .....
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 95-34 of the City of National City, Calif., passed and adopted by the Council of said City on March 7, 1995

(Seal)

.....
City Clerk of the City of National City, California

By: .....
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 7th day of March, 1995, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, July 17, 1990, and June 18, 1991.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

> "10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.
>
> A. Tenant and Landlord agree that green fees and cart fees will be as follows:

| GREEN FEES | 9 HOLES | REPLAY |
|---|---|---|
| Weekdays - Regular | $8.00 | $4.50 |
| Weekdays - Seniors | 5.50 | 3.00 |
| Weekdays - Seniors (Non-National City Residents) | 6.00 | 3.50 |
| Thursday Senior Day | 5.00 | |
| Weekdays - Juniors | 6.00 | 3.50 |

| GREEN FEES (Continued) | 9 HOLES | REPLAY |
|---|---|---|
| Weekends - Regular | 10.00 | 6.00 |
| Weekends - Seniors | 7.00 | 4.50 |
| Weekends - Seniors (Non-National City Residents) | 8.00 | 4.50 |
| Weekends - Juniors | 8.00 | 4.50 |
| Carts | 8.00 | 5.00 |
| Twilight (Weekdays) | 7.00 | |
| Twilight (Weekends) | 8.50 | |
| Super Twilight (Weekdays and Weekends) | 5.50 | |
| Range: | | |
| X Large | 7.00 | |
| Large | 4.00 | |
| Small | 3.00 | |

For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, July 17, 1990, and on June 18, 1991, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
George H. Waters, Mayor

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

AMERICAN GOLF CORPORATION

By: [redacted]
Executive Vice President

By: [redacted]
Assistant Secretary

National City Golf Course
American Golf Corporation
1439 Sweetwater Road
National City, CA 92050

February 9, 1995

Mr. James E. Ruiz
Director of Parks and Recreation
City of National City
140 East 12th Street
National City, CA 92050

Dear Jim:

American Golf Corporation would like to propose the attached new rates for National City Golf Course to be effective April 1, 1995. As you can see by looking at the attached comparable rates for area courses we have attempted to continue to provide the customers at the Golf Course an exceptional value for their golfing dollar. We have not requested an increase in rates since 1991. Nonetheless, we have strived since that time to make major improvements to the course and practice facilities. Also, you should be aware that our maintenance costs to include seed, soil, fetilizers, utilities, supplies and labor have increased significantly since 1991. Our labor costs alone are running 10% over prior years due to salary increases, improvement project work force and rising employee benefit costs. This modest increase in selected rates will in no way compensate for our continued improvement of the facility but it will allow our rates to remain competetive with area golf courses. Please note that we are not requesting an increase in any senior rate category.

I hope you will find our proposal satisfactory and look forward to meeting with the Advisory Board on February 16, 1995 and hopefully going before the Council on March 7, 1995. If you have any questions or requests, please call me at 479-4141.

Sincerely,

[redacted]

Ricke Crochet
General Manager

Attachments (3)

## PROPOSED RATES FOR NATIONAL CITY GOLF COURSE

### WEEKDAY

| TYPE | CURRENT | PROPOSED |
|---|---|---|
| 9 Hole | $ 7.50 | $ 8.00 |
| Replay | 4.00 | 4.50 |
| Twilight | 6.00 | 7.00 |
| Super Twilight | 5.00 | 5.50 |
| Senior Citizen | 6.00 | No Change |
| Senior Replay | 3.50 | No Change |
| Senior Resident | 5.50 | No Change |
| Senior Resident Replay | 3.00 | No Change |
| Juniors | 6.00 | No Change |
| Junior Replay | 3.50 | No Change |
| Thusday Senior Day | 5.00 | No Change |

### WEEKEND

| | | |
|---|---|---|
| 9 Hole | $ 9.50 | $10.00 |
| Replay | 5.50 | 6.00 |
| Twilight | 7.50 | 8.50 |
| Super Twilight | 5.00 | 5.50 |
| Senior Citizen | 8.00 | No Change |
| Senior Replay | 4.50 | No Change |
| Senior Resident | 7.00 | No Change |
| Senior Resident Replay | 4.50 | No Change |
| Juniors | 8.00 | No Change |
| Junior Replay | 4.50 | No Change |

## COMPARATIVE RATE SURVEY FOR NATIONAL CITY GOLF COURSE

| COURSE | 18 HOLE WEEKDAY/WEEKEND | | TWILIGHT WEEKDAY/WEEKEND | |
|---|---|---|---|---|
| Bonita Golf Club | 15.00 | 22.00 | 9.00 | 12.00 |
| Chula Vista | 18.00 | 24.00 | 12.00 | 14.00 |
| Eastlake | 29.00 | 45.00 | 20.00 | 20.00 |
| Coronado | 20.00 | 20.00 | 10.00 | 10.00 |
| Mission Trails | 20.00 | 27.00 | 13.00 | 16.00 |
| Rancho San Diego (Ivan) | 27.00 | 32.00 | 15.00 | 18.00 |
| Rancho San Diego (MV) | 24.00 | 28.00 | 15.00 | 18.00 |
| Torrey Pines (County Res.) | 24.50 | 27.00 | 12.50 | 12.50 |
| Steel Canyon | 40.00 | 50.00 | 27.00 | 30.00 |
| Singing Hills (Both) | 27.00 | 32.00 | 15.00 | 18.00 |

## IMPROVEMENTS
## 1991 THROUGH JANUARY 1995

| | |
|---|---|
| Rebuilt and enlarged practice putting green. | $ 5,000 |
| Rework and resod #1 green | 4,500 |
| Installation of young trees throughout the golf course | 5,900 |
| Installed eight target greens on driving range | 3,400 |
| Winter rye overseeding of entire course (2 years) | 6,000 |
| Tee renovation #9, #5, #2, #6. | 15,000 |
| Protective netting #9 Tee and Green | 4,400 |
| Parking lot repair and striping | 3,500 |
| Upgrade irrigation system | 7,000 |
| Install pressure regulator valve in water line to city park (March 95) | 4,000 |

C.86-17

City of National City
Office of the City Clerk
1243 National City Boulevard, National City, CA 91950-4397
Lori Anne Peoples - City Clerk (619) 336-4226

**MEMORANDUM**

**DATE:** April 28, 1995

**TO:** Distribution

**FROM:** City Clerk's Office

**SUBJECT:** Corrected Resolution No. 95-34

Attached is a corrected copy of subject resolution with corrected amendment.

Please attach to the original certification sheet, and discard the resolution and amendment originally distributed on March 10, 1995.

**RESOLUTION NO.** 95-34

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION PERTAINING TO FEES AT THE GOLF COURSE**

WHEREAS, on May 3, 1984, the City and American Golf Corporation entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, and May 4, 1993; and

WHEREAS, the City and American Golf Corporation desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement with American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course. Said Amendment to Agreement is on file in the Office of the City Clerk.

**PASSED** and **ADOPTED** this 7th day of March, 1995.

[redacted]
George H. Waters, Mayor

ATTEST:

[redacted]
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 7th day of March, 1995, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, and May 4, 1993.

B. LANDLORD and TENANT desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2.A of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

A. Tenant and Landlord agree that green fees and cart fees will be as follows:

| GREEN FEES | 9 HOLES | REPLAY |
|---|---|---|
| Weekdays - Regular | $8.00 | $4.50 |
| Weekdays - Seniors | 5.50 | 3.00 |
| Weekdays - Seniors (Non-National City Residents) | 6.00 | 3.50 |
| Thursday Senior Day | 5.00 | |
| Weekdays - Juniors | 6.00 | 3.50 |

| GREEN FEES (Continued) | 9 HOLES | REPLAY |
|---|---|---|
| Weekends - Regular | 10.00 | 6.00 |
| Weekends - Seniors | 7.00 | 4.50 |
| Weekends - Seniors (Non-National City Residents) | 8.00 | 4.50 |
| Weekends - Juniors | 8.00 | 4.50 |
| Carts | 8.00 | 5.00 |
| Twilight (Weekdays) | 7.00 | |
| Twilight (Weekends) | 8.50 | |
| Super Twilight (Weekdays and Weekends) | 5.50 | |
| Range: | | |
| X Large | 7.00 | |
| Large | 4.00 | |
| Small | 3.00 | |

For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, and on May 4, 1993 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
George H. Waters, Mayor

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

AMERICAN GOLF CORPORATION

By: [redacted]
Executive Vice President

By: [redacted]
Assistant Secretary

National City Golf Course
American Golf Corporation
1439 Sweetwater Road
National City, CA 91950

May 13, 1996

Mr. James Ruiz
Director of Parks and Recreation
City of National City
140 East 12th Street
National City, CA 91950

Dear Jim:

American Golf Corporation would like to propose the attached new rates for National City Golf Course to be effective after proper review and approval. We continue to compare our rates with other local courses with a view to making our rates at National City Golf Course an exceptional value for our customers. We are requesting increases in only four categories of play and have not requested increases in any senior or junior categories. We feel our proposal is fair and will allow us to help offset our rising maintenance costs such as seed, soil, fertilizers, utilities, supplies and labor.

Attached are comparable rates from other local courses showing that we are still a great bargain, as well as a listing of improvement projects completed during the past year. I hope you will find our proposal satisfactory. If you have any questions or requests, please call me at 479-4141.

Sincerely.

[redacted]

Ricke Crochet
General Manager

Attachments (3)

## PROPOSED RATES FOR NATIONAL CITY GOLF COURSE

| TYPE | CURRENT | PROPOSED |
|---|---|---|
| **WEEKDAY** | | |
| 9 Hole | $8.00 | $8.50 |
| Replay | 4.50 | 5.00 |
| Twilight | 7.00 | No Change |
| Super Twilight | 5.50 | 6.00 |
| Senior Citizen | 6.00 | No Change |
| Senior Replay | 3.50 | No Change |
| Senior Resident | 5.50 | No Change |
| Senior Resident Replay | 3.00 | No Change |
| Juniors | 6.00 | No Change |
| Junior Replay | 3.50 | No Change |
| Thursday Senior Day | 5.00 | No Change |
| Early Bird | 5.00 | 6.00 |
| **WEEKEND** | | |
| 9 Hole | $10.00 | $11.00 |
| Replay | 6 | No Change |
| Twilight | 8.50 | 9.00 |
| Super Twilight | 5.50 | 6.00 |
| Senior Citizen | 8.00 | No Change |
| Senior Replay | 4.50 | No Change |
| Senior Resident | 7.00 | No Change |
| Senior Resident Replay | 4.50 | No Change |
| Juniors | 8.00 | No Change |
| Junior Replay | 4.50 | No Change |
| Early Bird | 6.00 | 7.00 |

COMPARATIVE RATE SURVEY FOR NATIONAL CITY GOLF COURSE

| COURSE | 18 HOLE WEEKDAY/WEEKEND | | TWILIGHT WEEKDAY/WEEKEND | |
|---|---|---|---|---|
| Bonita Golf Club | 16.00 | 25.00 | 10.00 | 14.00 |
| Chula Vista | 20.00 | 26.00 | 12.00 | 15.00 |
| Eastlake | 32.00 | 47.00 | 20.00 | 33.00 |
| Coronado | 20.00 | 20.00 | 10.00 | 10.00 |
| Mission Trails | 22.00 | 29.00 | 15.00 | 22.00 |
| Rancho San Diego (IVAN) | 23.00 | 35.00 | 16.00 | 20.00 |
| Rancho San Diego (MV) | 20.00 | 32.00 | 16.00 | 20.00 |
| Torrey Pines(County Res.) | 24.50 | 27.00 | 12.00 | 12.00 |
| Streel Canyon | 46.00 | 60.00 | 35.00 | 40.00 |
| Singing Hills (Both) | 29.00 | 35.00 | 15.00 | 18.00 |

## IMPROVEMENTS
## MAY 1995 THRU APRIL 1996

| | |
|---|---|
| Tee Renovations, #'s 1, 7, 9 | $3,050 |
| Winter Rye Overseed of entire course | 6,000 |
| New Pump Station | 8,200 |
| Resod part of driving range | 510 |
| Range Ball Dispensing Machine | 6,000 |
| New Sprikler Control Boxes | 400 |
| New Range Picker Cart | 4,000 |

City of National City, California

# COUNCIL AGENDA STATEMENT

**MEETING DATE** June 4, 1996 **AGENDA ITEM NO.** 1

**ITEM TITLE** RESOLUTION AMENDING CONTRACT WITH AMERICAN GOLF REFLECTING FEE ADJUSTMENTS FOR GREEN FEES.

**PREPARED BY** JIM RUI [redacted] **DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

American Golf Corporation has requested an increase in green fees for National City Golf Course.
Their increases are in four play categories and do not affect either senior citizens or junior rates. Increases are between 50¢ and $1.
Comparable rates indicate that the National City course is still at the lowest end of the spectrum.
A representative from American Golf will be present to answer any questions.

**Environmental Review** x N/A

**Financial Statement**

N/A

**Account No.** _____

**STAFF RECOMMENDATION**

Approval of request.

**BOARD/COMMISSION RECOMMENDATION**

Approval of request.

**ATTACHMENTS (Listed Below)** **Resolution No.** 96-75

Letter from American Golf.

**RESOLUTION NO.** 96-75

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION PERTAINING TO FEES AT THE GOLF COURSE**

WHEREAS, on May 3, 1984, the City and American Golf Corporation entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, May 4, 1993 and March 7, 1995; and

WHEREAS, the City and American Golf Corporation desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement with American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course. Said Amendment to Agreement is on file in the Office of the City Clerk.

**PASSED** and **ADOPTED** this 4th day of June, 1996.

[redacted]
George H. Waters, Mayor

ATTEST:

[redacted]
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

Passed and adopted by the Council of the City of National City, California, on June 4, 1996 by the following vote, to-wit:

Ayes: Council Members Beauchamp, Inzunza, Morrison, Zarate, Waters.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY:

GEORGE H. WATERS
Mayor of the City of National City, California

[redacted]
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 96-75 of the City of National City, California, passed and adopted by the Council of said City on June 4, 1996.

_____
City Clerk of the City of National City, California

By: _____
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 4th day of June, 1996, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

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A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, May 4, 1993 and March 7, 1995.

B. LANDLORD and TENANT desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

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A. Tenant and Landlord agree that green fees and cart fees will be as follows:

| GREEN FEES | 9 HOLES | REPLAY |
|---|---|---|
| Weekdays - Regular | $8.50 | $5.00 |
| Weekdays - Seniors | 5.50 | 3.00 |
| Weekdays - Seniors (Non-National City Residents) | 6.00 | 3.50 |
| Thursday Senior Day | 5.00 | |
| Weekdays - Juniors | 6.00 | 3.50 |
| Weekdays - Early Bird | 6.00 | |

| GREEN FEES (Continued) | 9 HOLES | REPLAY |
|---|---|---|
| Weekends - Regular | 11.00 | 6.00 |
| Weekends - Seniors | 7.00 | 4.50 |
| Weekends - Seniors (Non-National City Residents) | 8.00 | 4.50 |
| Weekends - Juniors | 8.00 | 4.50 |
| Weekends - Early Bird | 7.00 | |
| Carts | 8.00 | 5.00 |
| Twilight (Weekdays) | 7.00 | |
| Twilight (Weekends) | 9.00 | |
| Super Twilight (Weekdays and Weekends) | 6.00 | |
| Range: | | |
| X Large | 7.00 | |
| Large | 4.00 | |
| Small | 3.00 | |

For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, May 4, 1993 and on March 7, 1995 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
George H. Waters, Mayor

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

AMERICAN GOLF CORPORATION

By [redacted]
GENERAL MANAGER

By: [redacted]
OPERATIONS MANAGER

C 86-17

CERTIFICATE OF INSURANCE NO. 31

**Broker:** JOHNSON & HIGGINS OF CA. - 2029 CENTURY PARK EAST, LOS ANGELES, CA 90067

(1) This certificate is not an insurance policy and does not amend extend or alter the coverage afforded by the policies listed on this certificate, and (2) notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be concerned or may pertain, the insurance afforded by the policies listed on this certificate is subject to all the terms, exclusions and conditions of such policies. (California Insurance Code, Section 384)

| NAME AND ADDRESS OF CERTIFICATE HOLDER: | NAME AND ADDRESS OF INSURED: |
|---|---|
| City of National City<br>1243 National City Blvd.<br>National City, CA 92050-4397 | American Golf Corporation, Etal<br>1633 - 26th Street<br>Santa Monica, California 90404-4024 |

This is to certify that the policy(ies) of insurance listed below have been issued to the Insured named above and are in force at this time. Coverage subject to annual aggregate limits may be eroded by prior occurrences.

Type of Insurance: Real Property, Personal Property and Equipment including Golf carts.

Insurance Companies & Policy Numbers:

| | |
|---|---|
| Lexington Ins. Co. | #8791802 |
| Zurich American | #MLP2038433-00 |
| Hartford Specialty | #72XLSQG1086 & #72XLSQG1087 |

| | |
|---|---|
| Policy Term: | August 15, 1996 to August 15, 1997 |
| Perils of Coverage: | "All Risks" of Physical Damage including Earthquake & Flood. |
| Description of Coverage: | Property Damage Insurance as per policy. |
| Limits of Liability: | $25,000,000 Per occurrence except;<br>$25,000,000 Flood, per occurrence, annual agg.<br>$ 3,000,000 Earthquake, per occurrence, annual aggregate |
| Valuation of Property: | Replacement Cost - Property<br>Functional Replacement Cost-Elect. Data Process. Equip.<br>Actual Loss Sustained - Time Element |
| Deductibles: | $ 250,000 Per occurrence, All Perils, except:<br>2% Per unit of insurance for Windstorm, subject to $250,000 Minimum per location, and $750,000 Maximum per occurrence.<br>$ 250,000 Per occurrence for Flood<br>5% Per unit of insurance for Earthquake, subject to $250,000 minimum, CA only.<br>5 Day Waiting Period for Time Element, Earthquake only. |

Certificate Holder is named as Loss Payee as their interest may appear.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company will endeavor to mail sixty (60) days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the COMPANY, ITS AGENTS OR REPRESENTATIVES.

Date Issued: August 19, 1996

BY: [redacted]
George Hotaling

KC00255.32

City Clerk # C86-17

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 7/14/97

PRODUCER Larry D. Grix

AON RISK SERVICES, INC. OF SO. CALIFORNIA
707 WILSHIRE BOULEVARD, SUITE 6000
Los Angeles, California 90017
Tel: (213) 630-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

AMERICAN GOLF CORPORATION, ET AL.
2951 28th Street
Santa Monica, CA 90405-2961

COMPANIES AFFORDING COVERAGE

| | | |
|---|---|---|
| COMPANY A | LUMBERMANS MUTUAL CASUALTY COMPANY | AXIV |
| COMPANY B | FEDERAL INSURANCE COMPANY | A++XIV |
| COMPANY C | | |
| COMPANY D | | |

COVERAGES

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.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>OWNER'S & CONTRACTOR'S PROT<br>X Liquor Liability | 5AA038508-00<br>($200,000 Self-Insured Retention) | 7/15/97 | 7/15/98 | GENERAL AGGREGATE | $ 10,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | $ 1,800,000 |
| | | | | | PERSONAL & ADV INJURY | $ 1,800,000 |
| | | | | | EACH OCCURRENCE | $ 1,800,000 |
| | | | | | FIRE DAMAGE (Any one fire) | $ 50,000 |
| | | | | | MED EXP (Any one person) | $ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>X SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | F5D006709-00 ALL STATES EXCEPT TEXAS, VIRGINIA<br>F5D006711-00 TEXAS<br>F5D006710-00 VIRGINIA<br>($100,000 Deductible) | 7/15/97 | 7/15/98 | COMBINED SINGLE LIMIT | $ 1,000,000 |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE | $ |
| | GARAGE LIABILITY<br>ANY AUTO<br>X GKLL - $300,000 Limit | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | $ |
| | | | | | AGGREGATE | $ |
| B | EXCESS LIABILITY<br>X UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | 98-7975-46-94 | 7/15/97 | 7/15/98 | EACH OCCURRENCE | $ 19,000,000 |
| | | | | | AGGREGATE | $ 19,000,000 |
| | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL / EXCL | 5BA038949-00 | 7/15/97 | 7/15/98 | X WC STATU-TORY LIMITS / OTH-ER | |
| | | | | | EL EACH ACCIDENT | $ 1,000,000 |
| | | | | | EL DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | EL DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is included as an Additional Insured as respects the lease of National City Golf Course, 1439 Sweetwater Road, National City, CA 91950.

CERTIFICATE HOLDER

City of National City
1243 National City Blvd.
National City, CA 92050-4397

CANCELLATION *Except 10 Days for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE [redacted]

ACORD 25-S (1/95) ACORD CORPORATION 1988

City of National City, California

# COUNCIL AGENDA STATEMENT

**MEETING DATE** January 19, 1999 **AGENDA ITEM NO.** 3

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT WITH AMERICAN GOLF CORPORATION PERTAINING TO FEES AT THE GOLF COURSE

**PREPARED BY** JIM RUIZ [redacted] **DEPARTMENT** PARKS AND RECREATION

**EXPLANATION**

Attached letter from the Regional Manager of American Golf Corporation requests an increase in fees for the National City Golf Course to become effective February 1, 1999. The average increase is 50¢ to $1.
The last increase was in June 1996.
The memo also explains the recent course improvements and the 1999 Capital Improvements that are planed for the course.

**Environmental Review** x **N/A**

**Financial Statement**

N/A

**Account No.** _____

**STAFF RECOMMENDATION**

Approval

**BOARD/COMMISSION RECOMMENDATION**

--

**ATTACHMENTS (Listed Below)** **Resolution No.** 99-4

Letter from American Golf Corporation Regional Manager

A-200 (Rev. 9/80)

**RESOLUTION NO. 99 – 4**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH AMERICAN GOLF CORPORATION PERTAINING TO FEES AT THE LAS PALMAS MUNICIPAL GOLF COURSE**

**WHEREAS**, on May 3, 1984, the City and American Golf Corporation entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on various dates, with the last amendment occurring on June 4, 1996; and

**WHEREAS**, the City and American Golf Corporation desire to amend Paragraph 10.2.A of said Agreement pertaining to fees, to be effective February 1, 1999.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement with American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course. Said Amendment to Agreement is on file in the Office of the City Clerk.

**PASSED** and **ADOPTED** this 19th day of January, 1999.

[redacted]
George H. Waters, Mayor

ATTEST:

[redacted]
Michael R. Dalla
City Clerk

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

Passed and adopted by the Council of the City of National City, California, on January 19, 1999, by the following vote, to-wit:

Ayes: Councilmembers Beauchamp, Inzunza, Morrison, Soto, Waters.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY:

GEORGE H. WATERS
Mayor of the City of National City, California

[redacted]
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 99-4 of the City of National City, California, passed and adopted by the Council of said City on January 19, 1999.

_____
City Clerk of the City of National City, California

By: _____
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 19th day of January, 1999, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

## RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on various dates, with the last amendment occurring on June 4, 1996.

B. LANDLORD and TENANT desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2.A of the "Lease and Operating Agreement of Las Palmas Municipal Golf Course" is hereby amended, effective February 1, 1999, to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

A. TENANT and LANDLORD agree that green fees and cart fees will be as follows:

| GREEN FEES | 9 HOLES | REPLAY |
|---|---|---|
| Weekdays – Regular | $9.00 | $6.00 |
| Weekdays – Seniors | $6.00 | $3.00 |
| Weekdays – Seniors (Non-National City Residents) | $7.00 | $4.00 |
| Weekdays – Juniors | $6.50 | $4.00 |
| Super Twilight | $7.00 | |
| Weekends – Regular | $12.00 | $7.00 |
| Weekends – Seniors | $8.00 | $5.00 |
| Weekends – Seniors (Non-National City Residents) | $9.00 | $5.00 |
| Weekends – Juniors | $8.50 | $5.00 |
| Carts | $9.00 | $15.00 |
| Super Twilight (Weekdays and Weekends) | $7.00 | |

| GREEN FEES (Continued) | 9 HOLES |
|---|---|
| Range: | |
| X Large | $7.00 |
| Large | $4.00 |
| Small | $3.00 |

For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
George H. Waters, Mayor

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

AMERICAN GOLF CORPORATION

By [redacted]
General Manager

By: [redacted]
Operations Manager

American Golf Corporation®

December 28, 1998

Mr. Jim Ruiz
Director, Parks and Recreation
City of National City
140 E. 12th St. Ste. A
National City, CA 91950

Dear Jim:

As per our conversation regarding the 1999 green fee rates at National City Golf Course, American Golf would like to propose a fee increase effective February 1, 1999.

I have outlined below the 1998 Course Improvements, 1999 Capital Improvements, attached the 1999 Proposed Rate Schedule and Comparable Rate Survey.

**1998 Course Improvements:**

- Sod replacement on fairways 2,3,4,7,8 and 9.
- Sod replacement on tees 1,4,6 and 9.
- Roof repair on maintenance building.
- New submersible pump motor.
- Replaced fence posts near Condos on # 7.
- Added curbs to cart paths # 4 tee.

Improvements cost: $23,000

**1999 Capital Improvements:**

- Turf Driving Range and Replace Netting.
- Course Turf Improvement.

Budgeted $215,000 to complete these major projects.

Jim, please call me at your earliest convenience to discuss our proposal.

Sincerely,

[redacted]

Ron Gorski, Regional Manager
American Golf

## National City Golf Course Proposed Rates

| *Weekday* | *Current* | *Replay* | *Proposed* | *Replay* |
|---|---|---|---|---|
| 9-Holes | 8.50 | 5.00 | 9.00 | 6.00 |
| Seniors | 6.00 | 3.50 | 7.00 | 4.00 |
| Seniors NC | 5.50 | 3.00 | 6.00 | 3.00 |
| Juniors | 6.00 | 3.50 | 6.50 | 4.00 |
| Super Twi. | 6.00 | | 7.00 | |
| ***Weekend*** | | | | |
| 9-Holes | 11.00 | 6.00 | 12.00 | 7.00 |
| Seniors | 8.00 | 4.50 | 9.00 | 5.00 |
| Seniors NC | 7.00 | 4.50 | 8.00 | 5.00 |
| Juniors | 8.00 | 4.50 | 8.50 | 5.00 |
| Super Twi. | 6.00 | | 7.00 | |

| *Carts* | *Current* | *Proposed* |
|---|---|---|
| 9-Holes | 8.00 | 9.00 |
| 18-Holes | 14.00 | 15.00 |

<u>The senior resident rates at National City have not increased since March of 1995.</u>

## Comparable Rate Survey

| | *Weekday* | *Weekend* |
|---|---|---|
| Chula Vista | 9.00 r<br>11.00 n/r | 11.50 r<br>14.50 n/r |
| Bonita | 11.00 | 15.00 |
| Balboa | 6.00 r<br>15.00 n/r | 9.00 r<br>15.00 n/r |
| Mission Bay | 10.00 | 12.00 |

* r indicates resident rate, n/r indicates non-resident rate.

**City of National City**
**Office of the City Clerk**
1243 National City Boulevard, National City, CA 91950-4397
Michael R. Dalla - City Clerk
(619) 336-4226 Fax (619) 336-4376

January 26, 1999

Mr. Rocco Tannone
Operations Manager
American Golf Corporation
2951 28th Street
Santa Monica, CA 90405-2961

Dear Mr. Tannone:

We are enclosing a certified copy of Resolution No. 99-4 of the City Council of the City of National City, which was passed and adopted on January 19, 1999. The Resolution authorized the Mayor to execute an Amendment to the Agreement, enclosed, with American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course.

Sincerely,

[redacted]

Michael R. Dalla
City Clerk

MRD/mla
Enclosure

cc: Parks & Recreation

Recycled Paper

086-17 / 702-7-1


# City of National City
## Office of the City Attorney
1243 National City Boulevard, National City, CA 91950-4301
George H. Eiser, III • City Attorney
(619) 336-4220 FAX (619) 336-4327 TDD (619) 336-1615


TO: Mayor and City Council

DATE: April 4, 2000

FROM: City Attorney

SUBJECT: Extension of Lease for Las Palmas Golf Course

---

The current term of the lease of Las Palmas Golf Course with American Golf Corporation expires on August 31, 2000. The original lease term expired August 31, 1990, and was extended for two additional five-year terms. The lease states:

> *Provided tenant has fully complied with all the obligations contained in this lease, Tenant will have the option to extend this Lease at the end of the initial term for seven 5-year terms by giving the Landlord written notice of such desire six (6) months before the end of the particular term in question.*

I have received a letter from Theodore F. Kahan, General Counsel for American Golf Corporation, stating American Golf's desire to extend the lease from September 1, 2000 through August 31, 2005. The Director of Parks and Recreation confirms that American Golf has fully complied with all the obligations contained in the lease during the extended lease term. Since the lease provides the lessee an option to "extend" the present lease, rather than "renewing" the lease (i.e. entering into a new lease), no action by the City is required for the extension to take effect.

[redacted]

GEORGE H. EISER, III
City Attorney

GHE/gmo

cc: City Manager
Director of Parks and Recreation
✓City Clerk
Theodore F. Kahan, Esq.

C86-17/70271

City of National City, California
# COUNCIL AGENDA STATEMENT

**MEETING DATE** March 12, 2002 **AGENDA ITEM NO.** 8

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT WITH AMERICAN GOLF CORPORATION PERTAINING TO FEES AT THE GOLF COURSE.

**PREPARED BY** Jim Rui [redacted] **DEPARTMENT** Parks & Recreation

**EXPLANATION**

Attached letter from the General Manager of the National City Golf Course requests an increase in fees for the golf course to be effective April 1, 2002. The average increase is $1 for nine holes.

The last increase in fees was February, 1999, three years ago. These requested increases will still result in our fees being the lowest in the County.

The letter also explains recent course improvements and capital improvements for 2002.

**Environmental Review** X **N/A**

**Financial Statement**

N/A

**Approved By:** _____
Finance Director

**Account No.** _____

**STAFF RECOMMENDATION**

Approval

**BOARD / COMMISSION RECOMMENDATION**

Approval

**ATTACHMENTS** ( Listed Below )

Letter from American Golf

**Resolution No.** 2002-31

A-200 (9/99)

RESOLUTION NO. 2002 – 31

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE AN
AMENDMENT TO THE AGREEMENT BETWEEN THE
CITY OF NATIONAL CITY AND AMERICAN GOLF
CORPORATION PERTAINING TO FEES AT THE
LAS PALMAS MUNICIPAL GOLF COURSE

WHEREAS, on May 3, 1984, the City and American Golf Corporation entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on various dates, with the last amendment occurring on February 1, 1999; and

WHEREAS, the City and American Golf Corporation desire to amend Paragraph 10.2.A of said Agreement pertaining to fees, to be effective April 1, 2002.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to the Agreement with American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course. Said Amendment to Agreement is on file in the Office of the City Clerk.

PASSED and ADOPTED this 12th day of March, 2002.

[redacted]
George H. Waters, Mayor

ATTEST:

[redacted]
Michael R. Dalla
City Clerk

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

Passed and adopted by the Council of the City of National City, California, on March 12, 2002, by the following vote, to-wit:

Ayes: Councilmembers Beauchamp, Morrison, Zarate, Waters.

Nays: Councilmember Inzunza.

Absent: None.

Abstain: None.

AUTHENTICATED BY: GEORGE H. WATERS
Mayor of the City of National City, California

MICHAEL R. DALLA
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2002-31 of the City of National City, California, passed and adopted by the Council of said City on March 12, 2002.

[redacted]
City Clerk of the City of National City, California

By: _____
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 12th day of February, 2002, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

## RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on various dates, with the last amendment occurring on February 1, 1999.

B. LANDLORD and TENANT desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2.A of the "Lease and Operating Agreement of Las Palmas Municipal Golf Course" is hereby amended, effective April 1, 2002, to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

A. TENANT and LANDLORD agree that green fees and cart fees will be as follows:

| GREEN FEES | 9 HOLES | REPLAY |
|---|---|---|
| Weekdays – Regular | $10.00 | $7.00 |
| Weekdays – Seniors | $7.00 | $4.50 |
| Weekdays – Seniors (Non-National City Residents) | $8.00 | $4.50 |
| Weekdays – Juniors | $7.00 | $4.50 |
| Super Twilight | $8.00 | |
| Weekends – Regular | $14.00 | $8.00 |
| Weekends – Seniors | $8.00 | $5.50 |
| Weekends – Seniors (Non-National City Residents) | $10.00 | $5.50 |
| Weekends – Juniors | $9.00 | $5.50 |
| Carts | $10.00 | $15.00 |

| GREEN FEES (Continued) | 9 HOLES |
|---|---|
| Range: | |
| Range prices per ball: | $0.08 |

For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
George H. Waters, Mayor

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

AMERICAN GOLF CORPORATION

By: _____
General Manager

By: _____
Operations Manager

National City Golf Course
American Golf Corporation
1439 Sweetwater Road
National City, CA 91950

February 15, 2002

Mr. Jim Ruiz
Director, Parks and Recreation
City of National City
140 E. 12th Street, Suite A
National City, CA 91950

Dear Jim:

As per our conversation regarding the 2002 rates at National City Golf Course, American Golf Corporation would like to propose a fee increase effective April 1, 2002.

I have outlined below the 2000-2001 Course Improvements, 2002 Capital Improvements, attached the 2002 Proposed Rate Schedule and Comparable Rate Survey.

**2000-2001 Course Improvements:**

- Irrigation replacement on fairways 1,3,5,7, and 8.
- Sod replacement on tees 4, 7 and 8.
- Sod replacement on fairways 7 and 8.
- Irrigation system installed at the entrance along Sweetwater Road.
- Replaced water pump station on the #3 tee.
- Re-painted the ceiling inside the clubhouse.
- Roof repair on the clubhouse building.
- Air conditioner replacement in the clubhouse.

**2002 Capital Improvements:**

- Replacing tile in clubhouse restrooms.
- New sand for the sand traps.
- Irrigation improvements.
- Control valve for the pump station
- Replacing fence by the swimming pool on the 6th hole.

238,000 budgeted for completion of these projects.

Jim, please call me at your earliest convenience to discuss our proposal.

Sincerely,

[redacted]

Michael Linck
General Manager
American Golf Corporation

# Comparative Rate Survey:

Course: National City Golf Course

As of: 2/15/02

Comparative Rate survey for executive golf courses and local municipal golf courses.

**Location/Quality Rating**

| | National City | Tecolote Golf Course | Lomas Executive | Mission Bay | Balboa Municipal | Bonita Golf Course | Chula Vista Golf Course |
|---|---|---|---|---|---|---|---|
| Distance from Your Course | 0 miles | 15 miles | 21 miles | 11 miles | 9 miles | 4 miles | 2 miles |
| Type of Course | Executive | Executive | Executive | Executive | 18/9 hole | 18 hole | 18 hole |

**Course Characteristics & Conditions**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. Holes | 9 | 18 | 18 | 18 | 18 | 18 | 18 |
| Yardage | 2,197 | 3,166 | 2,431 | 3,000 | 6,200 | 6,200 | 6,500 |

**Driving Range**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Number Of Stations | 22 | 30 | 0 | 48 | 20 | 40 | 22 |
| (G) Grass, (M) Mats, or Both | Mats | Both | 0 | Both | Mats | Both | Grass |
| Night Lighting | Yes | Yes | 0 | Yes | No | | No |

**Green Fees**

| | National City | Tecolote Golf Course | Lomas Executive | Mission Bay | Balboa Municipal | Bonita Golf Course | Chula Vista Golf Course |
|---|---|---|---|---|---|---|---|
| 18 hole weekday - Resident | $15.00 | $18.50 | $21.50 | $18.00 | $20.00 | $22.00 | $21.00 |
| 18 Hole weekend - Resident | $19.00 | $23.50 | $25.50 | $22.00 | $22.00 | $34.00 | $28.00 |
| Twil-light weekdays | $7.00 | $16.50 | $17.50 | N/A | $11.00 | $15.00 | $12.50 |
| Twi-light Weekends | $7.00 | $20.50 | $21.50 | N/A | $11.00 | $22.00 | $22.50 |
| 9 Hole Weekday | $9.00 | N/A | N/A | $11.00 | $7.50 | $14.00 | $9.50 |
| 9 Hole Weekend | $12.00 | N/A | N/A | $14.00 | N/A | $20.00 | N/A |
| 18 hole Senior Weekday | $11.00 | $16.50 | N/A | $16.00 | N/A | N/A | Residents |
| 18 hole Senior Weekend | $14.00 | $16.50 | N/A | $16.00 | N/A | N/A | Residents |
| 9 Hole Senior Weekday | $7.00 | N/A | N/A | $10.00 | $7.50 | N/A | N/A |
| 9 Hole Senior Weekend | $9.00 | N/A | N/A | $14.00 | N/A | N/A | N/A |

**Peak Season Cart Fee**

(Full Cart)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 18 hole weekday | $7.50 | $12.00 | $12.00 | $11.00 | $11.50 | $12.00 | $13.00 |
| 18 hole weekend | $7.50 | $12.00 | $12.00 | $11.00 | $11.50 | $12.00 | $13.00 |
| 9 Hole Weekday | $4.50 | N/A | N/A | N/A | N/A | N/A | N/A |
| 9 Hole Weekend | $4.50 | N/A | N/A | N/A | N/A | N/A | N/A |

# Comparative Rate Survey:

**Course:** National City Golf Course

**As of:** 2/15/02

Comparative Rate survey for executive golf courses and local municipal golf courses.

| | | National City | Coronado Golf Course | Mission Trails | Eastlake Golf Course | Auld Golf Course | | |
|---|---|---|---|---|---|---|---|---|
| **Location/Quality Rating** | Distance from Your Course | 0 miles | 10 miles | 14 miles | 6 miles | 7 miles | | |
| | Type of Course | Executive | 18 holes | 18 holes | 18 holes | 18 holes | | |
| **Course Characteristics & Conditions** | No. Holes | 9 | 18 | 18 | 18 | 18 | | |
| | Yardage | 2,197 | 6,500 | 6,000 | 6,600 | 6,850 | | |
| **Driving Range** | Number Of Stations | 22 | 30 | 0 | 48 | 20 | | |
| | (G) Grass, (M) Mats, or Both | Mats | Both | 0 | Both | Mats | | |
| | Night Lighting | Yes | Yes | 0 | Yes | No | | |

| | | National City | Coronado Golf Course | Mission Trails | Eastlake Golf Course | Auld Golf Course | 0 | 0 |
|---|---|---|---|---|---|---|---|---|
| **Green Fees** | 18 hole weekday - Resident | $15.00 | $20.00 | $22.00 | $50.00 | $45.00 | | |
| | 18 Hole weekend - Resident | $19.00 | $22.00 | $32.00 | $65.00 | $69.00 | | |
| | Twil-light weekdays | $7.00 | $10.00 | $16.00 | $31.00 | $35.00 | | |
| | Twi-light Weekends | $7.00 | $10.00 | $21.00 | $41.00 | $49.00 | | |
| | 9 Hole Weekday | $9.00 | N/A | $14.00 | N/A | N/A | | |
| | 9 Hole Weekend | $12.00 | N/A | N/A | N/A | N/A | | |
| | 18 hole Senior Weekday | $11.00 | N/A | $16.00 | N/A | $39.00 | | |
| | 18 hole Senior Weekend | $14.00 | N/A | $26.00 | N/A | N/A | | |
| | 9 Hole Senior Weekday | $7.00 | N/A | $14.00 | N/A | N/A | | |
| | 9 Hole Senior Weekend | $9.00 | N/A | N/A | N/A | N/A | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Peak Season Cart Fee** | 18 hole weekday | $7.50 | $14.00 | $12.00 | incl. | incl. | | |
| | 18 hole weekend | $7.50 | $14.00 | $12.00 | incl | incl. | | |
| (Full Cart) | 9 Hole Weekday | $4.50 | N/A | N/A | N/A | N/A | | |
| | 9 Hole Weekend | $4.50 | N/A | N/A | N/A | N/A | | |

# Comparative Rate Survey:

**Course:** National City Golf Course

**As of:** 2/15/02

Comparative Rate survey for local Driving Ranges

**Location/Quality Rating**

| | National City | Chula Vista Golf Course | Bonita Range | Palms Range | Bonita Golf Course | | |
|---|---|---|---|---|---|---|---|
| Distance from Your Course | 0 miles | 2 miles | 1.5 miles | 5 miles | 3 miles | | |
| Type of Course | Executive | 18 holes | Range | Range | 18 holes | | |

**Driving Range**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Number Of Stations | 22 | 20 | 48 | 22 | 40 | | |
| (G) Grass, (M) Mats, or Both | Mats | Grass | Both | Both | Both | | |
| Night Lighting | Yes | No | Yes | Yes | No | | |

**Range Fees**

| | National City | Chula Vista Golf Course | Bonita Range | Palms Range | Bonita Golf Course | | |
|---|---|---|---|---|---|---|---|
| Small Bucket(price per ball) | $0.06 | $0.08 | $0.12 | N/A | $0.08 | | |
| Medium Bucket(price per ball) | $0.06 | $0.08 | $0.09 | $0.08 | $0.07 | | |
| Large Bucket(price per ball) | $0.06 | $0.08 | $0.08 | $0.07 | $0.07 | | |

# National City Golf Course Proposed Rates

## Green Fees-Weekday

| *Weekday* | *Current* | ***Proposed*** | *Replay* | ***Proposed Replay*** |
|---|---|---|---|---|
| 9-Holes | $9.00 | $10.00 | $6.00 | $7.00 |
| Juniors | $6.50 | $7.00 | $4.00 | $4.50 |
| NC Seniors | $6.00 | $7.00 | $4.00 | $4.50 |
| Seniors | $7.00 | $8.00 | $4.00 | $4.50 |
| Twilight | $7.00 | $8.00 | | |

## Green Fees-Weekend

| *Weekday* | *Current* | ***Proposed*** | *Replay* | ***Proposed Replay*** |
|---|---|---|---|---|
| 9-Holes | $12.00 | $14.00 | $7.00 | $8.00 |
| Juniors | $8.50 | $9.00 | $5.00 | $5.50 |
| NC Seniors | $7.00 | $8.00 | $5.00 | $5.50 |
| Seniors | $9.00 | $10.00 | $5.00 | $5.50 |
| Twilight | $7.00 | $9.00 | | |

## Cart Fees

| *Carts* | *Current* | ***Proposed*** |
|---|---|---|
| 9-Holes | $4.50 | $7.00 |
| 18-Holes | $7.50 | $10.00 |

## Range

| *Range* | *Current* | ***Proposed*** |
|---|---|---|
| Range prices per ball: | $.06 | $.08 |

List of Key Expenses between 1999-2002

**Payroll Expenses-**

1) Minimum Wage increased from $5.75-$6.75
   a) $7,280 increase per year for our cart attendants.
   b) $2,184 increase per year in our Food and Beverage Department.

***$9,464.00 increase per year on payroll wages. This will continue to increase.***

---

**Power rates increase-**

1) Our total charges from March 00-Jan 01 was $12,300
2) Our total charges from March 01-Jan 02 was $14,061

---

**Maintenance Equipment-**

All maintenance products continue to be on the rise. Sand, seed, fertilizer, sod, etc. costs continue to escalate over 1999 prices.

| *Product* | *1999 Price* | *2002 Price* |
|---|---|---|
| Fertilizer | $14 pound | $27 pound |
| Sanitation | $175 month | $227 month |
| Water | $500 acre/foot | $750 acre/foot |
| Soil | $40 pound | $55 pound |
| Seed | $.18 | $.29 |

These are just a small sample of the escalating prices maintaining the golf course.

---

**Food and Beverage Costs-**

Over the last three years food and beverage costs continue to be on the rise.
Beverage products have increased $.13 since Dec. 1999.
Packaged and non-packaged products have increased $.10-$1.00 (depending on the product) since Dec. 1999.

---

**City of National City**
**Office of the City Clerk**
**1243 National City Boulevard, National City, CA 91950-4397**
**Michael R. Dalla, CMC - City Clerk**
**(619) 336-4228 Fax: (619) 336-4229**

March 21, 2002

Mr. Rocco Tannone
Operations Manager
American Golf Corporation
2951 28th Street
Santa Monica CA 90405-2961

Dear Mr. Tannone,

On March 12, 2002, Resolution No. 2002-31 was passed and adopted by the City Council of the City of National City, authorizing the Mayor to execute an amendment to the agreement between the City of National City and American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course.

We are enclosing for your records a certified copy of the above Resolution and two Amendments to Agreement. Please sign both agreements and return one fully executed agreement to our office in the enclosed self-addressed, stamped envelope.

Sincerely,

[redacted]

Deputy City Clerk

/mla
Enclosure

File No. C86-17



Recycled Paper

C 86-17

American Golf Corporation®

March 29, 2002

Martha L. Alvarez
Deputy City Clerk
City of National City
1243 National City Boulevard
National City, California 91950-4397

Re: Las Palmas Municipal Golf Course
Amendment to Agreement

Dear Ms. Alvarez:

Pursuant to you letter of March 21, enclosed is one fully-executed original of the Amendment to Agreement dated February 12, 2002. We have retained the other original for our files. As we discussed, the rates for the Carts were incorrect as shown, and I have revised the information on both originals of the Amendment to reflect the correct rates.

Should you have any questions, please do not hesitate to call me at (310) 664-4292.

Very truly yours,

AMERICAN GOLF CORPORATION

[redacted]

Dona Tanaka
Director of Legal Affairs

cc: Stuart Hayden (w/enclosure)
Brian Jackson (w/enclosure)


2951 – 28th Street • Santa Monica, California 90405 • Tel (310) 664-4000 • www.americangolf.com

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 12th day of February, 2002, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

## RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on various dates, with the last amendment occurring on February 1, 1999.

B. LANDLORD and TENANT desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2.A of the "Lease and Operating Agreement of Las Palmas Municipal Golf Course" is hereby amended, effective April 1, 2002, to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

A. TENANT and LANDLORD agree that green fees and cart fees will be as follows:

| GREEN FEES | 9 HOLES | REPLAY |
|---|---|---|
| Weekdays – Regular | $10.00 | $7.00 |
| Weekdays – Seniors | $7.00 | $4.50 |
| Weekdays – Seniors (Non-National City Residents) | $8.00 | $4.50 |
| Weekdays – Juniors | $7.00 | $4.50 |
| Super Twilight | $8.00 | |
| Weekends – Regular | $14.00 | $8.00 |
| Weekends – Seniors | $8.00 | $5.50 |
| Weekends – Seniors (Non-National City Residents) | $10.00 | $5.50 |
| Weekends – Juniors | $9.00 | $5.50 |
| Carts Per Player | ~~$10.00~~ $ 7.00 | ~~$15.00~~ $10.00 |

GREEN FEES (Continued) 9 HOLES

Range:
Range prices per ball: $0.08

For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[redacted]
George H. Waters, Mayor

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

AMERICAN GOLF CORPORATION

By: [redacted]
Edward K. Sause
Vice Chairman & CFO

By: [redacted]
Dona Tanaka
Secretary

**City of National City**
**Office of the City Clerk**
**1243 National City Boulevard, National City, California 91950-4397**
**Michael R. Dalla, CMC - City Clerk**
**(619) 336-4228 Fax: (619) 336-4229**

October 21, 2002

Dona Tanaka
American Golf Corporation, Secretary
2951 28th Street
Santa Monica CA 90405-2961

Mr. Edward R. Sause
Chief Financial Officer
American Golf Corporation, Manager
2951 28th Street
Santa Monica CA 90405-2961

Dear Ms. Tanaka and Mr. Sause,

On October 15, 2002, Resolution No. 2002-157 was passed and adopted by the City Council of the City of National City, authorizing the Mayor to execute an Assignment and Delegation Agreement with American Golf Corporation and AGC Operating Company, LLC.

We are hereby enclosing the above referenced Resolution and one fully executed original Assignment and Delegation Agreement.

Sincerely,

[redacted]

Martha L. Alvarez
Deputy City Clerk

/mla
Enclosure

cc: Public Works

File No. C86-17/702-7-1



Recycled Paper

RESOLUTION NO. 2002 – 157

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE AN
ASSIGNMENT AND DELEGATION AGREEMENT
WITH AMERICAN GOLF CORPORATION AND
AGC OPERATING COMPANY, LLC

WHEREAS, on May 3, 1984, American Golf Corporation entered into a written lease and operating agreement, with the City, hereinafter referred to as "the Agreement", for the lease and operation of the Las Palmas Municipal Golf Course in National City, California; and

WHEREAS, American Golf Corporation whishes to assign to AGC Operating Company, LLC, its rights and delegate its duties under the Agreement with the City; and

WHEREAS, AGC Operating Company, LLC, is willing to accept and assume said assignment of rights and delegation of duties, and the City is willing to consent to said assignment and delegation and to the acceptance and assumption of said assignment and delegation by AGC Operating Company, LLC.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute an Assignment and Delegation Agreement with American Golf Corporation and AGC Operating Company, LLC. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 15th day of October, 2002.

[redacted]
George H. Waters, Mayor

ATTEST:

[redacted]
Michael R. Dalla
City Clerk

APPROVED AS TO FORM:

[redacted]
George H. Eiser, III
City Attorney

Passed and adopted by the Council of the City of National City, California, on October 15, 2002, by the following vote, to-wit:

Ayes: Councilmembers Beauchamp, Inzunza, Morrison, Zarate, Waters.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY:

GEORGE H. WATERS
Mayor of the City of National City, California

[redacted]
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2002-157 of the City of National City, California, passed and adopted by the Council of said City on October 15, 2002.

_____
City Clerk of the City of National City, California

By: _____
Deputy

# ASSIGNMENT AND DELEGATION AGREEMENT

This Assignment and Delegation Agreement ("Agreement") is made and entered into this 15th day of October, 2002, by and between AMERICAN GOLF CORPORATION, a California corporation, hereinafter referred to as "Assignor," and AGC OPERATING COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Assignee," and the CITY OF NATIONAL CITY, a municipal corporation, hereinafter referred to as "City."

## RECITALS

A. On May 3, 1984, Assignor entered into a written lease and operating agreement with City hereinafter referred to as "the Agreement", for the lease and operation of the Las Palmas Municipal Golf Course in National City, California.

B. Assignor wishes to assign to Assignee its rights and delegate its duties under the Agreement with City. Assignee is willing to accept and assume said assignment of rights and delegation of duties, and City is willing to consent to said assignment and delegation by Assignor, and to the acceptance and assumption of said assignment and delegation by Assignee, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed to the parties hereto as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Agreement. By this assignment, Assignor further delegates to Assignee all of Assignor's duties and obligations of performance of the Agreement.

2. Assignee hereby accepts, assumes and agrees to perform all duties and obligations that Assignor has under the Agreement, as if Assignee had been an original party to the Agreement.

3. City hereby consents to the above assignment of rights and delegation of duties by Assignor, and to the acceptance and assumption of said assignment of rights and delegation of duties by Assignee.

4. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns of the parties to this Assignment.

5. This Assignment may be amended only by a writing signed by the parties hereto.

6. This Assignment shall be governed by and construed in accordance with the laws of California.

7. The parties have the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. All requisite action (corporate, trust, partnership or otherwise) has been taken by the parties in connection with the entering into this Agreement. No consent of any judicial or administrative body, governmental authority or other party, entity or person is required. The individuals executing this Agreement on behalf of the parties have the legal power, right, and actual authority to bind the parties to the terms and conditions hereof and thereof. This Agreement shall be a valid, legally binding obligation of and enforceable against the parties in accordance with its terms.

8. 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.

9. 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 Assignment and Delegation Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: [redacted]
George H. Waters, Mayor

AMERICAN GOLF CORPORATION,
Assignor

By: [redacted]
Dona Tanaka
Title: Secretary

APPROVED AS TO FORM:

By: [redacted]
George H. Eiser, III
City Attorney

AGC OPERATING COMPANY, LLC, Assignee

By: [redacted]
Edward R. Sause
Title: Chief Financial Officer
American Golf Corporation,
Manager

C86-17
702-7-1

City of National City, California
# COUNCIL AGENDA STATEMENT

MEETING DATE December 3, 2002 AGENDA ITEM NO. 11

**ITEM TITLE** APPROVAL OF ESTOPPEL CERTIFICATE FOR AMERICAN GOLF CORPORATION

**PREPARED BY** JIM RUIZ [redacted] **DEPARTMENT** Parks and Recreation

**EXPLANATION**

American Golf Corporation, the operator of the Las Palmas Golf Course pursuant to a lease with the City, has agreed to be purchased by an investor group led by Goldman Sacha and Starwood Capital. American Golf has been requested by the buyer to obtain an "Estoppel Certificate" from the City, stating that the lease is still valid, that American Golf is not in default, and stating the rent amount.

**Environmental Review** X **N/A**

**Financial Statement**

N/A

**Approved By:** _____
Finance Director

**Account No.** _____

**STAFF RECOMMENDATION**

Authorize Director of Park and Recreation to execute Estoppel Certificate.

**BOARD / COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS ( Listed Below )**

Letter from American Golf Corporation.

**Resolution No.** _____

American Golf Corporation®

November 22, 2002

**CERTIFIED MAIL**
**RETURN RECEIPT REQUESTED**

City of National City Parks & Recreation Department
140 East 12th St – Ste A
National City, CA 91950-3312
Attn: City Attorney

RE: Las Palmas Municipal Golf Course

Ladies and Gentlemen:

As you know, American Golf has agreed to be purchased by an investor group led by Goldman Sachs and Starwood Capital (collectively, the "Buyer"). We are pleased to report that the transaction is moving forward and we are working toward a closing before the end of this year.

In anticipation of the closing, American Golf has been requested by the Buyer to forward the attached customary Estoppel Certificate to you for your review and signature. As you will see, the Estoppel Certificate is very straightforward and asks for confirmation of the validity of the lease, that there are no defaults, and the rent amount. We ask that you please execute the Estoppel Certificate and return it to Dona Tanaka via facsimile at (310) 664-6165, with the original to follow by mail addressed as follows:

Dona Tanaka
Senior Paralegal
2951 28th Street
Suite 3000
Santa Monica, CA 90405

Thank you for your prompt attention to this matter. **We would very much appreciate receiving your signed Estoppel Certificate by no later than December 5th.**


2951 – 28th Street • Santa Monica, California 90405 • Tel (310) 664-4000 • www.americangolf.com

ESTOPPEL CERTIFICATE

American Golf Corporation
2951 28th Street
Suite 3000
Santa Monica, CA 90405

RE: Lease and Operating Agreement of Las Palmas Municipal Golf Course by and between City of National City and American Golf Corporation (the "Agreement")

Ladies and Gentlemen:

Please refer to the documents listed on Exhibit A hereto (collectively, the "Lease Documents") with respect to the property commonly known as Las Palmas Municipal Golf Course (the "Property"). The undersigned (the "Owner") does hereby certify to American Golf Corporation ("Tenant") and (subject to the provisions of the Lease Documents) its successors and assigns and to GMAC Commercial Mortgage Corporation and its successors and assigns, that as of the date hereof:

(a) Attached hereto as Exhibit A is true, correct and complete list of the Lease Documents, and none of the Lease Documents have been supplemented, amended, modified or superseded since their original execution, and no other agreements or understandings exist with respect to the Property that are not integrated with the Lease Documents.

(b) Each of the Lease Documents is in full force and effect and cover all or part of the Property as specified therein.

(c) To Owner's knowledge, there are no uncured defaults on the part of the Tenant under any of the Lease Documents, and, to Owner's knowledge, there are no events that have occurred that, with the giving of notice or passage of time or both, would constitute a default by Tenant thereunder, and at the present time, to the Owner's knowledge, Tenant has no disputes against Owner under any of the Lease Documents.

(d) Tenant is the current holder of Tenant's interest with respect to the Property under the Lease Documents. Tenant is currently paying $5,000 per month in base rent and in the month of October, 2002, paid $11,594 in total rent (including percentage rent, if any) (provided, however, that Owner reserves any rights it has under the Lease Documents, if any, to conduct audits in respect of the Property). All monetary obligations due under the Lease Documents to date have been fully and currently paid, and to Owner's knowledge, all other obligations on the Tenant's part to be performed to date under the Lease Documents have been performed.

## Exhibit A

## Lease Documents

1. Lease and Operating Agreement dated May 3, 1984
2. Amendment to Agreement dated July 2, 1985
3. Amendment to Agreement dated June 6, 1989
4. Amendment to Agreement dated June 26, 1990
5. Amendment to Agreement dated March 7, 1995
6. Amendment to Agreement dated February 16, 2002
7. Assignment and Delegation Agreement dated October 15, 2002

**RESOLUTION NO. 2025**

**-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH AMERICAN GOLF CORPORATION FOR THE MAINTENANCE AND OPERATION OF THE NATIONAL CITY GOLF COURSE TO EXTEND THE AGREEMENT BY SIXTY DAYS TO OCTOBER 31, 2025.**

**WHEREAS**, on May 3, 1984, the City of National City ("City") and American Golf Corporation ("American Golf") entered into a Lease and Operating Agreement for the Las Palmas Municipal Golf Couse (the "Agreement") for operation of the golf course located at 1439 Sweetwater Rd. for an initial term of five (5) years, with the option for seven (7) five-year extensions at the discretion of American Golf, plus two (2) additional five-year option periods at the discretion of City; and

**WHEREAS**, on July 2, 1985, City and American Golf amended the Agreement to modify language related to the "Construction Period," from which time the lease term would commence, and subsequently entered into a number of other amendments to the Agreement to address contractual and operational updates, include fee updates; and

**WHEREAS**, American Golf has exercised all seven (7) extensions at its discretion, extending the Agreement to August 31, 2025, and has requested an offer of an additional five-year extension from City; and

**WHEREAS,** under the Agreement, American Golf currently pays $72,000 annually for the operation of the property and an additional 10% of sales from green fees, cart rentals, and driving range, plus 6% of sales from pro shop, food and beverage sales; and

**WHEREAS**, the parties have discussed further extending the Agreement through exercise of the City's option but, in order to allow sufficient time to evaluate the requested extension and consider potential modifications to the Agreement, City desires to further extend the Agreement by sixty (60) days, and American Golf is willing to continue to perform such services; and

**WHEREAS,** to avoid any interruption in operation or maintenance of the golf course, City staff recommends approval of an Amendment to the Agreement with American Golf to extend the Agreement by sixty (60) days to October 31, 2025.

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

**Section 1:** That the City Council hereby authorizes the Mayor to execute an Amendment to the agreement with American Golf Corporation to extend the agreement by sixty (60) days to October 31, 2025.

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

**PASSED and ADOPTED this 19th day of August, 2025.**

Ron Morrison, Mayor

**ATTEST:**

Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

Barry J. Schultz, City Attorney

American Golf Corporation®

February 27, 2025

**VIA E-MAIL & OVERNIGHT MAIL**

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

ATTN: Ben Martinez, City Manager

**RE: EXTENSION OF LEASE – Lease and Operating Agreement dated May 3, 1984 between City of National City and American Golf Corporation, as Amended (the "Lease")**

Dear Mr. Martinez:

Pursuant to the second paragraph of Section 3 of the Lease, American Golf respectfully requests the City offer the first of two additional 5-year option terms contemplated by this Section of the Lease ("City Option"). Please accept this letter as American Golf's acceptance and exercise of said City Option, should City in its sole discretion wish to offer as contemplated in the Lease. The aforementioned Option term would commence on September 1, 2025 and expire on August 31, 2030.

National City and American Golf have enjoyed a strong public-private partnership for many years with mutually successful performance under the Lease during the current term. The City Option period will provide the time for American Golf to invest capital on the pending (currently in plan check) bridge replacement project with an estimated cost of $350,000.

We look forward to working with you to increase our already expanded community programming and to complete the main bridge replacement project. National City is a cherished community asset and we know the main bridge replacement will improve operations and dramatically enhance the customer experience.

If you have any questions or would like to discuss further, please feel free to contact me at 703-772-3593.

Thank you in advance for your consideration of the matters discussed herein.

Sincerely,

AMERICAN GOLF CORPORATION



Paul Ballam
Senior Vice President

Cc: Tracy Lamb
Joanne McGhee
Joyce Shelton


909 N. Pacific Coast Hwy. Suite 650 • El Segundo, California 90245 • Telephone (310) 664-4000 • www.americangolf.com

**AMENDMENT TO THE AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF NATIONAL CITY**
**AND**
**AMERICAN GOLF CORPORATION**

THIS AMENDMENT TO THE AGREEMENT is entered into this ____ day of August, 2025, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY" or "LANDLORD"), and AMERICAN GOLF CORPORATION ("TENANT").

## RECITALS

**WHEREAS**, the CITY and TENANT entered into a Lease and Operating Agreement for the Las Palmas Municipal Golf Couse on May 3, 1984 (the "Agreement"), wherein CITY leased real property to TENANT for operation of a golf course for an initial term of five (5) years, with the option to extend this term for up to seven (7) five-year extensions at the discretion of TENANT, plus two (2) additional five-year option periods at the discretion of CITY; and

**WHEREAS**, on July 2, 1985, CITY and TENANT entered into an amendment to the Agreement to modify language related to the "Construction Period," from which time the lease term would commence; and

**WHEREAS**, TENANT exercised all seven (7) extensions at its discretion, extending the Agreement to August 31, 2025; and

**WHEREAS**, the parties have discussed further extending the Agreement through exercise of LANDLORD's option but, in order to allow sufficient time to evaluate compliance with the obligations of the Agreement and consider potential modifications to the Agreement, and to ensure continuation of golf course operations by TENANT in the interim, the CITY desires to further extend the Agreement by sixty (60) days, and the TENANT is willing to continue to perform such services; and

**WHEREAS**, the parties desire to amend the Agreement by extending the term of the Agreement to October 31, 2025.

## AGREEMENT

**NOW, THEREFORE**, the parties hereto agree that:

1. The May 3, 1984 Agreement is hereby amended to further extend the term of the Agreement by sixty (60) days to October 31, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the May 3, 1984 Agreement, as amended by prior amendments, shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

By:_____
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By:_____
Barry J. Schultz
City Attorney

**AMERICAN GOLF CORPORATION**

By:
_____

Title:_____

# AGENDA REPORT

**Department:** **Finance**
**Prepared by:** **Rachelle Barrera, Finance Manager**
**Meeting Date:** **Tuesday, August 19, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Setting the FY 2026 Property Tax Rate for Library General Obligation Bonds

**RECOMMENDATION:**
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Setting the Fiscal Year 2026 Secured Property Tax Rate for the Library General Obligation Bonds at 0.00266 cent (0.00266%) per $100 of Assessed Valuation."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
Not Applicable.

**EXPLANATION:**
In the Special Municipal Election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of general obligation bonds to fund the construction of the new National City Library. In April 2003, the City issued the general obligation bonds (GO Bonds) in the aggregate principal amount of $6 million. Those bonds mature on August 1st of each of the years 2004 through 2028. Debt service payments on general obligation bonds are satisfied through a special property tax levy. In 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment.

Each year, the City must establish the tax rate to be applied to the assessed value of secured property, which generates the primary portion of the property tax revenue needed to be raised in order to service its annual bonded indebtedness. For fiscal year 2026, staff has calculated a secured property tax rate of 0.00266 cent per $100 of assessed value. Property tax revenues are also received based on the value of unsecured property, but at the rate set for secured property in the prior year. Also contributing to property tax revenues are assessments on mid-year changes in values (known as supplemental assessments) and State unitary tax allocations. Exhibit A provides a summary and certification of the secured and unsecured property tax requirements for the Library general obligation bonds debt service that will be provided to the County of San Diego Auditor & Controller for applying to the fiscal year 2026 property tax roll.

**FINANCIAL STATEMENT:**
Debt service payments for the GO Bonds for FY26 total $396,425. The Library Bonds Debt Service Fund has a fund balance of over $796,000. Fund balance in the Debt Service Fund will be the source of funding for the difference between property taxes raised and the amount of the debt service payment due. The recommended FY26 secured property tax rate of 0.00266 cent per $100 of assessed valuation is estimated to generate approximately $147,306 in property tax revenue**.** The rate for unsecured property, automatically set at the secured rate from FY 2026, will be 0.00284 cent per $100 of assessed valuation, which will generate approximately $8,358 in revenue. The combined total is $155,663.

**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 – GO Bond Rate Calculation 2025-2026 Tax Roll
Exhibit B - Resolution

**General Obligation Bond Debt Service (Fund 6065-50)**
**Library Construction**
**Secured Property Tax Rate Computation for Fiscal Year 2026**
**City of National City**

| | | |
|---|---|---|
| FY2026 Secured Assessed Valuation for Rate Computation | $ | 5,547,386,046 |
| Amount to be raised by taxes on Secured Real Property | $ | 147,306 |
| Amount to be raised from Unsecured Taxes* | | 8,358 |
| Total | $ | 155,663 |
| Rate to be applied to Secured Property | | 0.00266 |

* Estimate provided by County of San Diego Auditor & Controller and is calculated by applying the prior year's secured property tax rate of 0.00284 to the unsecured assessed valuation of $294,291,193 for FY2026.

I CERTIFY THAT THE ABOVE COMPUTED RATE IS A REASONABLE TAX RATE FOR THIS FUND

Rachelle Barrera

Rachelle Barrera
Finance Manager
City of National City

8/12/2025
Date

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, SETTING THE FISCAL YEAR 2026 SECURED PROPERTY TAX RATE FOR THE LIBRARY GENERAL OBLIGATION BONDS AT 0.266 CENT (0.00266%) PER $100 OF ASSESSED VALUATION.**

**WHEREAS,** in the Special Municipal Election held on March 5, 2002, more than two-thirds of the City of National City's ("City") eligible voters approved the issuance of General Obligation Bonds to fund the construction of the new National City Public Library; and

**WHEREAS,** in April of 2003, the City issued the Library General Obligation Bonds in the aggregate principal amount of $6 million, which mature on August 1st of each of the years from 2004 through 2028 (the "Bonds"); and

**WHEREAS,** in 2012, the City refinanced the Bonds to lower the interest rate on the Bonds and to decrease the tax burden required for repayment; and

**WHEREAS,** the amount of principal and interest to be paid each year is generated through the proceeds of a special property tax levy; and

**WHEREAS,** each year the City must establish the secured property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness; and

**WHEREAS,** for Fiscal Year 2026, staff recommends setting the secured property tax rate at 0.266 cent (0.00266%) per $100 of assessed value.

**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 secured property tax rate for bonded indebtedness for Fiscal Year 2026 to be set at 0.266 cent (0.00266%) per $100 of secured assessed valuation.

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

**PASSED and ADOPTED this 19th day of August, 2025.**

_____
Ron Morrison, Mayor

**ATTEST**:

_____
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

_____
Barry J. Schultz, City Attorney

# CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: Marcus Bush

Today's Date: August 12, 2025

Is this matter considered Time-Sensitive by another entity deadline? Yes – State Legislator

**WRITTEN REQUEST**

I, Marcus Bush, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

Resolution to support Utility Affordability and Accountability Legislative Package.

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO SUPPORTING CALIFORNIA SENATE AND ASSEMBLY BILLS RELATING TO UTILITY AFFORDABILITY AND ACCOUNTABILITY FOR THE 2025-2026 CALIFORNIA LEGISLATURE REGULAR SESSION.

RECITALS

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

A. Rising utility rates in California continue to increase the cost of living for millions of residents. Bundled residential rates have increased since 2013 at an average annual rate greater than the assumed rate of inflation. During that period, Pacific Gas and Electric Company's (PG&E) rates increased 12 percent with Southern California Edison (SCE) and San Diego Gas & Electric Company's (SDG&E) rates increasing seven percent. Residents in San Diego County pay approximately $328 per month for electricity, totaling nearly $3,936 annually. This is about 62% higher than the national average. According to a 2023 California State Audit, SDG&E has the highest electricity rate of the large investor-owned-utilities in California, and, as of March 2023, more than 25 percent of SDG&E customers were more than 30 days behind on paying their utility bills.

B. Proposed legislation currently in the California Senate and Assembly during the 2025-2026 session aim to lower utility costs and hold investor-owned utility companies accountable. The following are the pending state bills:

1. Senate Bill 330 (Padilla) authorizes the governor to establish pilot programs to explore more affordable ways to build out the additional electrical transmission needed to meet California's climate goals;

2. Senate Bill 332 (Wahab) seeks to cap residential rate increases to align with the Consumer Price Index, prohibit utility shutoffs for vulnerable populations, mandate regular audits and timely replacement of aging infrastructure in high fire-risk areas, ties executive compensation to safety performance metrics, and commission a study to evaluate the feasibility of transitioning investor-owned utilities to public or nonprofit ownership models;

3. Senate Bill 500 (Stern) aims to enhance the alignment of electrical corporations' operations with public policy goals by authorizing the California Public Utilities Commission (PUC) to evaluate and implement performance metrics and financial incentives that promote cost-effective, safe, and reliable electric service, while minimizing costs for ratepayers;

4. Senate Bill 24 (McNerney) prohibits investor-owned utilities, except as provided, from using rate payer funds for political influence activities, promotional advertising, or opposing the municipalization of electrical or gas service;

5. Senate Bill 636 (Menjivar) grants three-month hardship deferments to utility customers facing serious hardships like job loss, family death, or wildfires, which transition to manageable payment plans on any outstanding balances;

6. Senate Bill 254 (Becker) proposes various policies related to utilities, including changes to wildfire mitigation, the allocation to customers of the Climate Credit, electrical transmission infrastructure permitting and deployment, permitting of clean energy infrastructure, and electricity utility bills;

7. Assembly Bill 1167 (Berman and Addis) prohibits investor-owned utilities, except as provided, from using rate payer funds for lobbying, advertising, and other activities and other non-energy related expenses;

8. Assembly Bill 1020 (Schiavo) requires investor-owned utilities to report to the PUC any taxpayer funding that the utility has applied for or received, and requires each utility to promptly deliver the financial benefits of taxpayer funding to ratepayers;

9. Assembly Bill 1017 (Boerner) mandates that investor-owned utilities provide detailed historical data on distribution costs and returns as part of their general rate case filings; and

10. Assembly Bill 825 (Petrie-Norris) proposes a range of policies to address rising electric utility bills, including establishing a public financing mechanism to reduce costs associated with the development of eligible transmission projects, prohibiting investor-owned utilities from including $15 billion in undergrounding capital investments in their rate base for purposes of earning equity returns, creating a task force to evaluate energy efficiency and demand-side programs for customers, creating a new program to help local governments permit clean energy projects, and revising wildfire mitigation planning.

C. Collectively, passage of these legislative bills will help lower costs, ensure fair electricity pricing, and advance equitable and affordable energy for residents across the state.

D. The City's support for these legislative bills is consistent with previous actions by the Council to ensure accountability by investor-owned utilities and reduce rates for San Diegans. For example, in November 2023, the Council adopted Resolution R-315214 (Nov. 14, 2023) calling on the PUC and its Public Advocates Office to implement improvements to oversight of gas and electric rates of public utilities to better protect customers from excessive utility rates.

E. The Office of the City Attorney prepared this Resolution based on the information provided by City staff, with the understanding that this information is complete and accurate.

ACTION ITEMS

Be it resolved by the Council of the City of San Diego:

1. The Council declares its full support for Senate Bills 24, 254, 330, 500, and 636, and Assembly Bills 825, 1017, 1020, and 1167, pending before the California Legislature for the 2025-2026 regular session.

2. The Council requests the City's Government Affairs Department staff transmit this Resolution to the City's state lobbyists and other appropriate individuals to ensure this Resolution is received by state representatives and made part of the official record of support for Senate Bills 24, 254, 330, 500, and 636, and Assembly Bills 825, 1017, 1020, and 1167.

APPROVED: HEATHER FERBERT, City Attorney

By _____
David J. Karlin
Senior Deputy City Attorney

DJK:cm
July 18, 2025
Or.Dept: Council District 1
Doc. No. 4107674_2

I certify that the Council of the City of San Diego adopted this Resolution at a meeting held on _____.

DIANA J.S. FUENTES
City Clerk

By _____
Deputy City Clerk

Approved: _____ _____
(date) TODD GLORIA, Mayor

Vetoed: _____ _____
(date) TODD GLORIA, Mayor

# CITY COUNCIL ITEM REQUEST

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Requesting Member of City Council: Marcus Bush

Today's Date: 8/12/2025 Is this matter considered Time-Sensitive by another entity deadline? 8/19/2025

**WRITTEN REQUEST**

I, Marcus Bush, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

Activating Cultural Economic (ACE) Opportunities is a Chamber of Commerce initiative dedicated to celebrating National City's heritage, fostering community pride, and creating inclusive spaces for all residents and visitors to connect through events like a Multi-Cultural Street Festival. ACE aims to spotlight local culture, talent, and traditions. Encouraging everyone to shop, dine, and explore The City of National City.

ACE events will attract visitors from across San Diego County strengthening our cultural identity, increasing local business revenue, and positioning National City as a premier destination for arts, food, and culture. Vice Mayor Marcus Bush is requesting that the City Council receive a formal presentation from the National City Chamber of Commerce on the ACE Team program to explore opportunities for collaboration, including financial support to help launch this initiative. This investment will lay the foundation for ACE's long-term success, enabling it to grow its impact, and ultimately operate as a self-sustaining program through event revenue and partnerships with private companies that share our vision of a thriving, and vibrant National City.