# 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. clerk@nationalcityca.gov

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

# AGENDA

# Consolidated Regular Meeting

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

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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.

*State of California )*
*)ss.*
*County of San Diego )*

**AFFIDAVIT OF POSTING**

*I, Shelley Chapel, MMC, City Clerk of the City of National City, hereby declare under penalty of perjury that this notice of a Regular Meeting as called by the City Council of the City of National City was posted and provided on Thursday, October 16, 2025, at 6:00 p.m. Said meeting to be held Tuesday, October 21, 2025, at 6:00 p.m. in the City Hall, City Council Chambers, 1243 National City Blvd., in the City of National City, California. Said notice was posted on the Bulletin Boards in front of City Hall and the Library.*

*Shelley Chapel*

Shelley Chapel, MMC, City Clerk

# AGENDA

# Consolidated Regular Meeting

**Tuesday, October 21, 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. PROCLAMATIONS AND RECOGNITION

   6.1 Proclamation - Filipino American History Month 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 the City Council Meeting Minutes. 8

Recommendation:
Approve and file.

8.3 Authorize the Purchase of Two (2) Chevrolet Tahoe Vehicles for the National City Police Department 25

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 State of California Contract # 1-22-23-23D with Winner Chevrolet for the Purchase of Two 2025 Chevrolet Tahoe Police Pursuit Vehicles in a Not-To-Exceed Amount of $126,000 for the National City Police Department; and 2) Authorizing the City Manager to Approve Adjustments of up to $12,600 to the Not-To-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing.”

8.4 Awarding a Contract to Fernando Araiza dba His Construction Company for the National City Police Department Investigations Capacity Expansion Project, CIP No. 25-15. 74

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Fernando Araiza dba His Construction Company in the Not-To-Exceed Amount of $248,169 for the National City Police Department Investigations Capacity Expansion Project, CIP No. 25-15; 2) Authorizing the Establishment of an Appropriation of $200,000 for the Project in the Development Impact Fees Fund (Police); 3) Authorizing a 15% Contingency in the Amount of $37,226 for any Unforeseen Changes; and 4) Authorizing the Mayor to Execute the Contract.”

8.5 Increases to Salaries and Benefits for Executive, Management, and Confidential Groups. 94

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving Salary and Benefit Changes for the Executive, Management, and Confidential Employee Groups and Authorizing a Fiscal Year 2025-2026 Budget Appropriation in the Amount of $1,204,317 to Fund the Stated Salary and Benefit Increases.”

8.6 Notice of Decision – Planning Commission Approval of a Zone Variance (ZV) for a Less-Than-Required Street Wall for a Proposed Development at a Property Located at 3040 East 16th Street. 121

Recommendation:
Staff Recommends Approval of the Request for a Zone Variance, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2025-09, and a Determination that the Project is Exempt from CEQA. The Granting of a Zone Variance is Allowable with Findings Pursuant to Section 18.12.120 of the Land Use Code.

8.7 Regional Cooperative Care Partnership Dissolution 201

Recommendation:
Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Amending and Terminating the Regional Cooperative Care Partnership (“RCCP”) Joint Exercise of Powers Agreement and Dissolving the RCCP Effective December 31, 2025.”

8.8 Successor Agency Last and Final Recognized Obligation Payment Schedule (ROPS) 211

Recommendation:
Adopt the Resolution Entitled: “Resolution of the Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency Approving the Last and Final Recognized Obligation Payment Schedule (ROPS) for the Seven ROPS Periods Beginning July 1, 2026 through June 30, 2033 with Obligations Totaling $25,074,222, and Approving the Submittal of the Last and Final ROPS to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board.”

8.9 Vehicle Purchase for the Fire Department 221

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract #091521-NAF with National Auto Fleet Group for the Purchase and Buildout of a 2026 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab; 2) Approving the Purchase of a Camper Shell from the Lowest Responsive, Responsible Bidders; and 3) Approving the Establishment of Appropriations and Transfers and a Corresponding Revenue Budget in the General Fund and Vehicle Replacement Fund Based on Funding from the Lower Sweetwater Fire Protection District’s Equipment Replacement Fund in a Not-to-Exceed Amount of $81,476.76.”

8.10 Warrant Register No. 7 for the Period of 8/08/25 through 8/14/25 in the Amount of $2,681,431.27 272

Recommendation:
Ratify Warrants Totaling $2,681,431.27

8.11 Warrant Register No. 8 for the Period of 8/15/25 through 8/21/25 in the Amount of $1,234,278.37 282

Recommendation:
Ratify Warrants Totaling $1,234,278.37

8.12 Warrant Register No. 9 for the Period of 8/22/25 through 8/28/25 in the Amount of $2,696,448.58 291

Recommendation:
Ratify Warrants Totaling $2,696,448.58.

9. CONTINUED PUBLIC HEARING

9.1 Public Hearing: Second Reading and Adoption of a General Plan Amendment and Zone Change from (RS-2) to (MXC-1) for Properties Located at 3040, 3042-3046, 3102-3104, & 3106-3108 E. 16th St. and 1540 S. Harbison Ave. 301

Recommendation:
Adopt the Ordinance Entitled: “An Ordinance of the City Council of the City of National City, California, Approving a Zone Change for Properties Located at 3040, 3042-3046, & 3106-3108 East 16th Street and 1540 South Harbison Avenue, Changing the Zone from Small Lot Residential (RS-2) to Minor Mixed-Use Corridor (MXC-1).”

10. PUBLIC HEARING

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

10.1 Public Hearing and Introduction of Multiple Ordinances Amending the National City Municipal Code Chapters 15.08, 15.14, 15.20, 15.24, 15.75, 15.78 and 15.79 related to California Codes for Electrical, Energy, Building, Plumbing, and Mechanical. 305

Recommendation:
Continue this Item to the November 4, 2025 City Council Meeting in Order to Introduce the Ordinances for the 2025 California Building Code; the 2025 California Residential Code; the 2025 California Existing Building Code; the 2025 California Electrical Code and 2023 National Electrical Code; the 2025 California Mechanical Code; the 2025 California Plumbing Code; the 2025 California Energy Code; the 2025 California Green Building Standards Code; and all Appendices Related to these Codes; Receive Public Input; and Schedule for the Meeting of November 04, 2025, for Consideration and Adoption.

10.2 Public Hearing – Rescission of Ordinance 2025-2547 and Re-Introduction of an Amendment of NCMC 9.38 Establishing a Tobacco Retail License Program 307

Recommendation:
Rescind Ordinance 2025-2547 and Re-Introduce the Ordinance Entitled, “An Ordinance of the City Council of the City of National City, California, 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.”

10.3 Public Hearing - 2025 Development Impact Fees Schedule 342

Recommendation:
Hold a Public Hearing and Adopt the Resolution Entitled, “Resolution of the City of National City, California, Adopting the 2025 Development Impact Fee Schedule.”

11. STAFF REPORTS

11.1 Amending City Council Policy No. 105 – Request by Member of the City Council to Place an Item on a City Council Agenda 449

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving Amended City Council Policy No. 105, Request by Member of the City Council to Place an Item on a City Council Agenda.”

11.2 Update on Housing Production in the City 456

Recommendation:
File the Report

11.3 Follow-Up to Policy 105 Request – Activating Cultural Economic (ACE) Opportunities Initiative Presentation 462

Recommendation:
That the City Council Receive a Formal Presentation from the National City Chamber of Commerce on the Activating Cultural Economic (ACE) Opportunities Initiative and Provide Council Discussion and Direction on Next Steps.

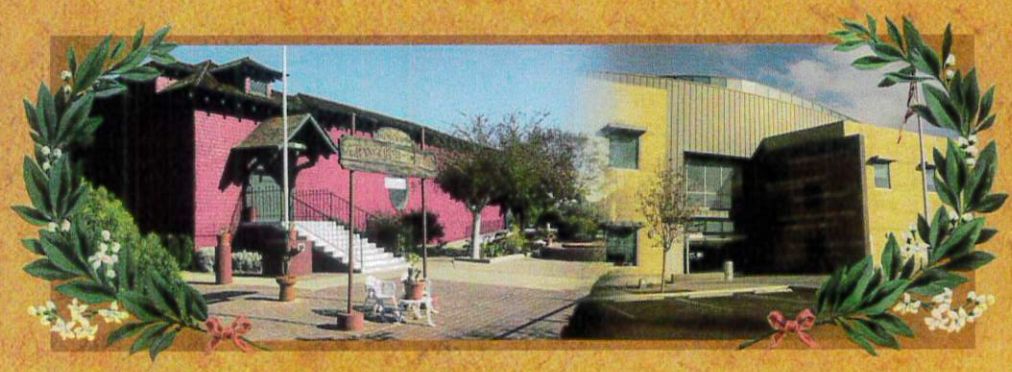
12. CITY MANAGER’S REPORT

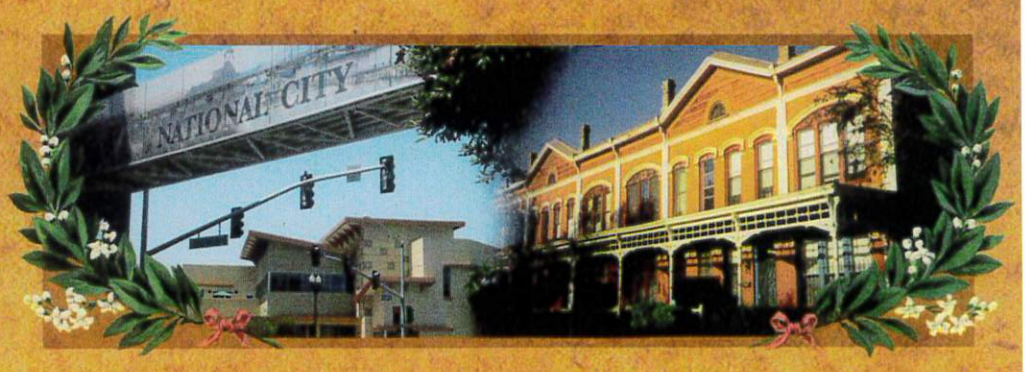
13. ELECTED OFFICIALS REPORT

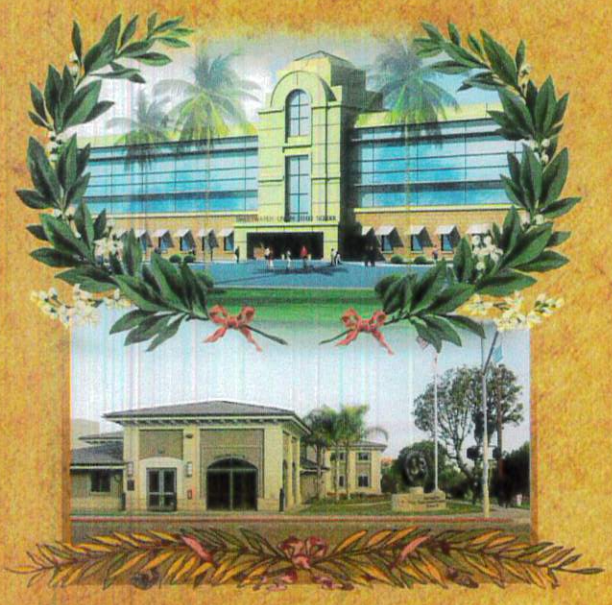
14. CITY ATTORNEY REPORT

## 15. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, November 4, 2025 - 6:00 p.m. - Council Chambers - National City, California.



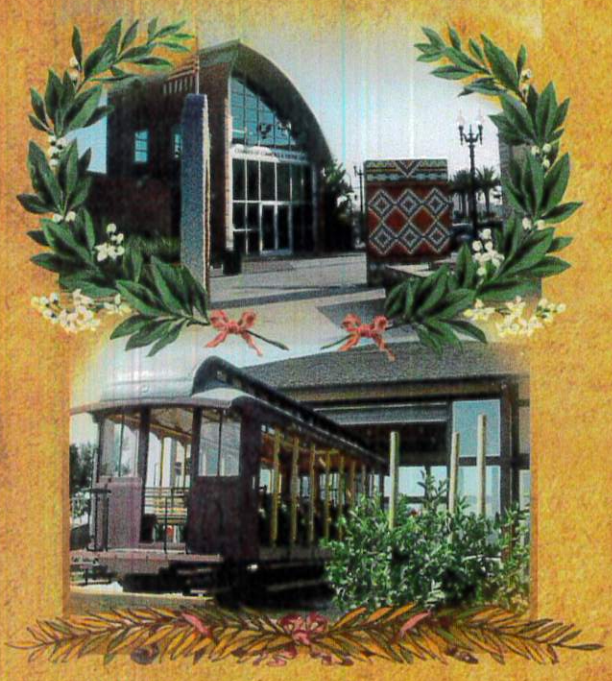


# Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

**WHEREAS,** the celebration of Filipino American History Month in October of each year commemorates the first recorded presence of Filipinos in the continental United States, which occurred on October 18, 1587, when "Luzones Indios" came ashore from the Spanish galleon Nuestra Senora de Esperanza and landed at what is now Morro Bay, California; and



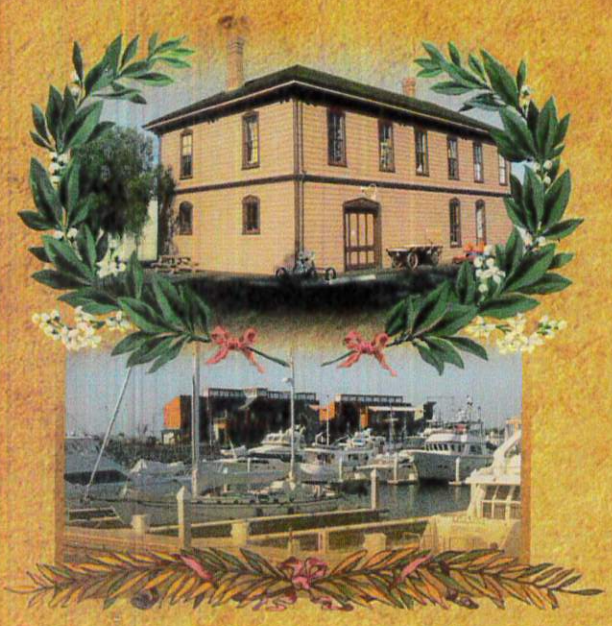
**WHEREAS,** in 2009, U.S. Congress recognized October as Filipino American History Month in the United States; and

**WHEREAS,** Filipino Americans are the second largest Asian American group in the nation and the third largest ethnic group in California, and

**WHEREAS,** according to the U.S. Census Bureau Filipinos are the largest Asian Pacific Islander community residing in San Diego County and the 2nd largest ethnic group following Latinos; and

**WHEREAS,** Filipino American History Month serves as a time of reflection, celebration, and education, offering an opportunity for all to learn about and appreciate the history contributions of Filipino Americans through various cultural events and activities; and

**WHEREAS,** National City is a proud home to many Filipino Americans and serves as a vibrant hub for Filipino-owned small businesses, including the location of the first Seafood City Supermarket and the second Jollibee restaurant in the United States; and



**WHEREAS,** many Filipino families in National City have roots connected to the U.S. Navy; which has been a historic pathway for immigration and service; and

**WHEREAS,** the City of National City recognizes the significant cultural, economic, and civic contributions of the Filipino American community and proudly celebrates October 2025 as Filipino American History Month alongside our residents and community partners.

**NOW THEREFORE, BE IT PROCLAIMED,** I, Ron Morrison as Mayor, by virtue of the authority vested in me by the City of National City, do hereby set my hand and affix the official seal and together with the City Council do hereby proclaim the month of October, 2025 as:

## FILIPINO AMERICAN HISTORY MONTH

in the City of National City and encourage all residents to honor and celebrate the contributions of Filipino Americans to our city, our state, and our nation.

Ron Morrison
MAYOR

Marcus Bush
Vice-Mayor

Luz Molina
Councilmember

Jose Rodriguez
Councilmember

Ditas Yamane
Councilmember

# AGENDA REPORT

**Department:** City Clerk's Office
**Prepared by:** Shelley Chapel, MMC, City Clerk
**Meeting Date:** Tuesday, October 21, 2025
**Approved by:** Scott W. Huth, Interim City Manager

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

**RECOMMENDATION:**
Approve and file.

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

**EXPLANATION:**
Meeting Minutes:
Special City Council Meeting of October 7, 2025 – Closed Session
Regular City Council Meeting of October 7, 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 October 7, 2025 – Closed Session – Meeting Minutes
Exhibit B - Regular City Council Meeting of October 7, 2025 – Meeting Minutes

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

**October 7, 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** *(arrived at 5:07 p.m.)*
**Mayor Morrison**

**Others Present:** **Stephen Manganiello, Acting City Manager**
**Barry J. Schultz, City Attorney**
**Shelley Chapel, City Clerk *(via Zoom)***
**Bruce Foltz, Director of Finance**
**Tonya Hussain, Deputy City Clerk**
**Alicia Hicks, Human Resources Director**
**Fred Wilson** *(Ralph Anderson)*

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**1. CALL TO ORDER**

A Special Meeting of the City Council of the City of National City was called to order at 5:03 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 Rodriguez 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:
Ted Godshalk
Marissa Cuevas
Maria Severson
Michael Aguirre
Alisha Morrison
Michaela Polanco
Alexander Gutterud

## 5. CLOSED SESSION

*Members retired into Closed Session at 5:17 p.m. and returned at 6:06 p.m. with all members present in attendance: Molina, Rodriguez, Yamane, Bush, Morrison, Foltz, Hicks, and Schultz*

*Consultant: Wilson entered Closed Session at 5:25 p.m. and left at 6:01 p.m.*

### 5.1 PUBLIC EMPLOYMENT

Government Code Section: 54957(b)
Position to be Filled: City Manager

## 6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, October 7, 2025, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:06 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of October 21, 2025.

_____
Ron Morrison, Mayor

**REGULAR MEETING MINUTES OF THE CITY COUNCIL**

**October 7, 2025, 6:00 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:** | **Stephen Manganiello, Acting City Manager**<br>**Barry J. Schultz, City Attorney**<br>**Shelley Chapel, City Clerk** *(via Zoom)*<br>**Alex Hernandez, Police Chief**<br>**Bruce Foltz, Director of Finance**<br>**Danielle Ghio, City Librarian**<br>**Alicia Hicks, Director of Human Resources**<br>**Tonya Hussain, Deputy City Clerk**<br>**Martha Juarez, Assistant Director of Engineering/Public Works**<br>**Sergio Mora, Fire Chief**<br>**Martin Reeder, Acting Director of Community Development**<br>**David Welch, Principal Planner** |

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## 1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:17 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 Ruth Monroy and Grisel Villafana.

## 3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

## 4. INVOCATION

Invocation delivered by Albert Mendivil.

## 5. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing two (2) minutes per comment.

In-person comment:
Susan Meyer
Lawrence Emerson
Ardyel Christian Lim
Micaela Polanco
Luisa McCarthy
Mike Aguirre
Alexander Gutterud
Maria Severson
Edward Nieto

Virtual comment:
Terri Ann Skelly
Madison Rapp
Becky Rapp
Megan Stuart
Peggy Walker
Manuel Andrade

Written comment:
Bianca Cotero
David Garcia
Marissa Cuevas w/ Aguirre & Severson LLP
Cynthia Knapp

*Mayor Morrison announced that Item 11.1 was pulled from the agenda.*

## 6. PROCLAMATIONS AND RECOGNITION

6.1 Introduction of New City Employees

New members of department staff introduced by Acting Director of Engineering & Public Works Martha Juarez and Chief of Police Alex Hernandez.

6.2 Employee of the Quarter

City Librarian Danielle Ghio introduced the Employee of the Quarter Library Circulation Supervisor Maria Marmolejo.

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

Councilmember Rodriguez spoke to an upcoming MTS Public Safety Committee meeting.

Yamane provided an update on San Diego Community Power and announced the relaunch of Solar Battery Savings Program. Recognized the month of October as Filipino American History Month.

Councilmember Molina provided an update on the recent SANDAG Board Meeting and spoke to the near-final 2025 Regional Transportation Plan.

Vice-Mayor Bush announced an upcoming San Diego County Air Pollution Control Board meeting.

Mayor Morrison reported on SANDAG and the quarterly Regional Solid Waste Association discussion on lithium batteries.

*Councilmember Rodriguez left the dais at 7:07 p.m. and returned at 7:07 p.m.*

## 8. CONSENT CALENDAR

**ACTION:** Motion by Councilmember Yamane, seconded by Councilmember Molina to approve Consent Calendar Items with the exception of Items 8.3, 8.5, 8.7, 8.12, 8.14, and 8.16.

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.**

*Item pulled for public comment.*

8.3 Approval of a Five-Year Agreement with Innovative Interfaces Incorporated (Clarivate) for Polaris Integrated Library System (ILS) and Vega Products, the Total Contract Amount Not-to-Exceed $190,000.

Adopted Resolution No. 2025-128.

Public comment received from Thomas Rike.

Recommendation: Adopt a Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Five-Year Agreement Between the City of National City and Innovative Interfaces Incorporated (Clarivate) for the Polaris Integrated Library System (ILS), Vega Discover Premium, and Vega Mobile Self-Checkout for a Total Contract Amount Not-to-Exceed $190,000.”

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

Motion carried by unanimous vote.

8.4 Approval of a Memorandum of Understanding (MOU) Between the City of National City and the California Governor's Office of Emergency Services (Cal OES) for Participation in the Safety Assesment Program (SAP).

Adopted Resolution No. 2025-129.

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Memorandum of Understanding (MOU) with the California Governor's Office of Emergency Services (Cal OES) for the Safety Assessment Program (SAP)."

**Motion carried by unanimous vote.**

*Item pulled for public comment.*

8.5 Designate the Fire Chief, Chief of Police, and Emergency Manager as Authorized Agents to Continue the Cost Recovery Process for All Open and Future Disasters up to Three (3) Years Following the Date of Approval.

Adopted Resolution No. 2025-130.

Public comment received from Ed Nieto.

Recommendation: Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Designating Authorized Agents to California's Office of Emergency Services for Disaster Response Cost Recovery."

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

Motion carried by unanimous vote.

8.6 Dispense with Certain City Council Meetings Scheduled for January 2026, per City Council Policy No. 104.

Approve by City Council Motion to Dispense with Meetings as Recommended by Staff.

**Motion carried by unanimous vote.**

***Item continued to a future City Council meeting.***

8.7 Increases to Salaries and Benefits for Executive, Management, and Confidential Groups.

Recommendation: Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving Salary and Benefit Changes for the Executive, Management, and Confidential Employee Groups and Authorizing a Fiscal Year 2025-2026 Budget Appropriation in the Amount of $1,204,317 to Fund the Stated Salary and Benefit Increases."

8.8 Installation of Two Parallel “15-Minute” Parking Spaces in Front of My Super Sweet Family Daycare Located at 2110 L Avenue to Provide Parking for Customers

Adopted Resolution No. 2025-132.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of Two (2) Parallel “15-Minute” Parking Spaces in Front of My Super Sweet Family Daycare Located at 2110 L Avenue to Provide Parking for Customers.”

**Motion carried by unanimous vote.**

8.9 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 402 Rachael Avenue.

Adopted Resolution No. 2025-133.

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 402 Rachael Avenue.”

**Motion carried by unanimous vote.**

8.10 Pedestrian Crossing Enhancements Project, CIP 22-28, Project Overview and Grant Appropriation for Construction phase.

Adopted Resolution No. 2025-134.

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. A845 with the State of California Department of Transportation for the Pedestrian Crossing Enhancements Project, CIP 22-28; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $243,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $7,000.”

**Motion carried by unanimous vote.**

8.11 Project Close-Out and Notice of Completion for the Police Pistol Range HVAC and Safety Improvements Project, CIP No. 20-05.

Adopted Resolution No. 2025-135.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by SWCS, Inc. for the Police Pistol Range HVAC and Safety Improvements Project, CIP 20-05; 2) Approving the Final Contract Amount of $656,176.17; 3) Ratifying the Release of Retention

in the Amount of $32,808.81; and 4) Authorizing the Mayor to Sign the Notice of Completion."

**Motion carried by unanimous vote.**

*Item pulled for public comment.*

8.12 Project Close-Out and Notice of Completion for the Valley Road Storm Drain Replacement Project, CIP No. 24-21.

Adopted Resolution No. 2025-136.

Public comment received from Ed Nieto.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Rove Engineering, Inc. for the Valley Road Storm Drain Replacement Project, CIP No. 24-21; 2) Approving the Final Contract Amount of $294,219.06; 3) Ratifying the Release of Retention in the Amount of $14,710.95; and 4) Authorizing the Mayor to Sign the Notice of Completion."

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

Motion carried by unanimous vote.

8.13 Investment Report for the Quarter Ended June 30, 2025.

Accept and File the Investment Report for the Quarter Ended June 30, 2025.

**Motion carried by unanimous vote.**

*Item pulled for public comment.*

8.14 Warrant Register No. 4 for the Period of 7/18/25 through 7/24/25 in the Amount of $1,618,309.44

Public comment received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $1,618,309.44.

**ACTION:** Motion by Councilmember Yamane, seconded by Councilmember Molina to ratify the warrants for Agenda Items 8.14 and 8.16.

Motion carried by unanimous vote.

8.15 Warrant Register No. 5 for the Period of 7/25/25 through 7/31/25 in the Amount of $4,243,680.96

Public comment received from Thomas Rike.

Ratify Warrants Totaling $4,243,680.96.

**Motion carried by unanimous vote.**

*Item pulled for public comment.*

8.16 Warrant Register No. 6 for the Period of 8/01/25 through 8/07/25 in the Amount of $3,481,140.81

Public comment received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $3,481,140.81.

**ACTION:** Motion by Councilmember Yamane, seconded by Councilmember Molina to ratify the warrants for Agenda Items 8.14 and 8.16.

Motion carried by unanimous vote.

## 9. CONTINUED PUBLIC HEARING

9.1 Continued Public Hearing: Consideration of Certification of a Negative Declaration for a General Plan Amendment and Zone Change from (RS-2) to (MXC-1) for Properties Located at 3040, 3042-3046, 3102-3104, & 3106-3108 E. 16th St. and 1540 S. Harbison Ave.

Adopted Resolution No. 2025-137.

Acting Community Development Director Martin Reeder provided a PowerPoint presentation.

Mayor Morrison announced that he reviewed the materials from the last meeting and that he would be participating in the discussion of this item.

Mayor Morrison opened the public hearing at 7:32 p.m.

In-person comment:
Beverly Bingham
Alisha Morrison
Doyle Morrison
Micaela Polanco
Luisa McCarthy
Kiran Kudari
Sushmitha Kudari
Rajashi Doddaman

Zoom comment:
Akul Kudari
Richard Dunville
Florence Crick

Written comment:
Ema Letuli
Beverly Bingham
Patricia Mendez

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

Motion carried by unanimous vote.

Public Hearing closed at 7:53 p.m.

Mayor Morrison disclosed that he walked the property with the property owner.

Vice-Mayor Bush disclosed that he walked the property and spoke to the applicant.

Councilmember Yamane disclosed that she walked the property and provided a notice to nearby residents.

Staff Recommendation: Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Certifying a Negative Declaration, Pursuant to the California Environmental Quality Act (CEQA), by Making a Finding of No Significant Environmental Effect and Approving a General Plan Amendment to Change the General Plan Land Use Designation from Low-Medium Density Residential to Low Mixed-Use for Properties Located at 3040, 3042-3046, 3102-3104, & 3106-3108 East 16th Street and 1540 South Harbison Avenue."

***and***

Introduce the Ordinance Entitled: "An Ordinance of the City Council of the City of National City, California, Approving a Zone Change for Properties Located at 3040, 3042-3046, & 3106-3108 East 16th street and 1540 South Harbison Avenue Changing the Zone from Small Lot Residential (RS-2) to Minor Mixed-Use Corridor (MXC-1)."

**ACTION:** Motion by Vice-Mayor Bush, seconded by Councilmember Molina to Certify a Negative Declaration and Approve a General Plan Amendment.

Motion carried by 3-2 vote.

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

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

Motion carried by 3-2 vote.

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

*Councilmember Molina left the dais at 8:15 p.m. and returned at 8:16 p.m.*

## 10. PUBLIC HEARING

10.1 Adoption and Second Reading of an Ordinance Amending Table 18.24.040 A and Table 18.24.040 D of Title 18 (Zoning) of the Municipal Code Related to Maximum Height and Number of Stories in the MXC-1 and MXD-1 Zones.

Adopted Ordinance No.2025-2548.

Acting Community Development Director Martin Reeder introduced the item.

Mayor Morrison opened the public hearing at 8:16 p.m.

There was no public comment.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:16 p.m.

Recommendation: Hold the Public Hearing and Adopt the Ordinance Entitled: "An Ordinance of the City Council of the City of National City, California, Amending Table 18.24.040 A and Table 18.24.040 D of Title 18 (Zoning) of the National City Municipal Code Related to Maximum Height and Number of Stories in the MXC-1 and MXD-1 Zones."

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

Motion carried by unanimous vote.

10.2 Public Hearing to Consider of a Final EIR to Assess Project Impacts & Appeal a Planning Commission Denial of a Conditional Use Permit & Coastal Development Permit for a Proposed Fuel Transfer Facility Within BNSF Railroad Right-of-Way on BNSF Property.

Mayor Morrison disclosed that he received numerous emails on the item and had a couple of telephone conversations in 2024 with the proponent.

Councilmember Rodriguez disclosed that he had met with the developers, community members, Environmental Health Coalition on multiple occasions; and, attended the public workshop.

Councilmember Molina disclosed that over the last year and a half on several occasions met with the developers, community members; and listened to the recent Planning Commission meeting where the item was initially discussed.

Vice-Mayor Bush disclosed that he met with the applicant, community members, Environmental Health Coalition, and attended several of the public workshops.

Councilmember Yamane disclosed that she met with the applicant, drove the area, responded to approximately 96 emails, attended the workshop, and listened to the Planning Commission meeting where the item was initially heard.

Principal Planner David Welch provided a PowerPoint presentation.

Mayor Morrison opened the public hearing at 9:06 p.m.

Applicant, San Diego Clean Fuels Facility LLC provided a PowerPoint presentation.

*Councilmember Rodriguez left the dais at 9:20 p.m. and returned at 9:22 p.m.*

*Councilmember Yamane left the dais at 10:04 p.m. and returned at 10:05 p.m.*

In-person comment:

Ted Godshalk
Margaret Godshalk
Josh Crisafulli
Enrique Sanchez Zappata
Alicia Sanchez
Barbara Avalos
Thomas Rike
Janice Luna Reynoso
Martha Rodriguez
Zayetzy Carrillo
Cynthia Fuller Quinonez
Lizarraga Rocina
Rita Clement

*At 10:25 p.m., Mayor Morrison reminded the City Council of Policy #104 that requires the City Council Meeting to be adjourned no later than 10:30 p.m. unless extended by Council vote.*

**ACTION:** Motion by Councilmember Molina, seconded by Vice-Mayor Bush to extend the meeting beyond 10:30 p.m.

Motion carried by unanimous vote.

*Vice-Mayor Bush left the dais at 10:42 p.m. and returned at 10:45 p.m.*

Michelle Gates
Alisha Morrison
Doyle Morrison
Michelle Krug
Jack Monger
Maggie Morales
Margarita Garcia
Margarita Moreno
Liliana Armenta
Marta Flores
Corrina Contreras
Jen Nation
Sergio Machado
Eddie Perez
McGarrah Wilson
Fermin Jimenez
Rosalba Ayala
Diane Takvorian
Edward Nieto
Leighangela Brady
Al Sanchez
Bradley Bang
Micaela Polanco
Kelvin Barrios
Luisa McCarthy
Leonel Urquidez
Vi Thuy Nguyen
Amy Castaneda
Angelica Estrada
Nicholas Paul
Richard Vargas
Claire Groebner

Zoom comment:

Beryl Forman
Francisco Castaneda
Livia Beaudin
Jose Franco Garcia
Sara Ochoa

Written comment:

Jake Zindulka
Renee Rodriguez
Therese
Inemesit Williams
Kelsey Pennington

M. Dan McKirnan
Sara Ochoa
Ted Godshalk
Julia Groebner
Brock Knight

Jasmin Ayres
Nancy Kennedy
Susan Burns
Joan Helland
Maria Del Rosario Sandoval
Mcgarrah Wilson
Jacob Helfman
Marianne Gorsich
Rosalba Syala
Cheyanne Andaya
Robert Gilleskie
Tyler Valdes
Angelica Soriano
Ashley Ramiriez
Sherry Gogue
Adriana Castro
Lesley Valencia
Walter Wittel
Amy Mccormack
Renee Rodriguez
Enrique Medina
Christopher Perreira
Karyssa Domingo
Joy Williams
Dan Mckirnan
Rhea Kuhlman
Diana Ramirez
Paulina Gutierrez
Ashley Morrison
Amelia Porras
Rosalba Dominguez
Susan Randerson
Javier Estrada
Evelyn Viora
Elizabeth Coss
Maricruz Lorenzo
Monserrat Hernandez

Pauline Faciolince
Rita de la Fuente
Adrienne Fusek
Jayson Schmidt
Kyle LaVelle on behalf of Paloma Aguirre, County Supervisor
Mariel Schmidt
Scott and Elaine Schmidt
Maya Markillie
Scott Schmidt
Livia Borak Beaudin on behalf of Paula Forbis, Air Pollution Control Officer

Elida Kocharian
Mary Lou Lackey
Enrique Medina
Princess Fernandez
Claudia Hernandez
Jeanette Gomez
Ana Zuniga-Juarez
Susan Yamagata
Linda Pardy
Moana Moeller
Justin Buchanan
Vi Nguyen Md
Izadora Mcgawley
Belen Huizar
Liliana Munoz-Benavente
Lynn V
Jessie Burrola
Alisha Morrison
Karla Nava
Michael Gilgun
Lawrence Emerson
Luis Sainz
Patricia Sainz
Fred Lefevre
Vianey Salgado Cervantes
Valerie Kosheleff
Elisa Contreras
Irma Barajas
Cesalyn Rusit
Muriel Spooner
Leah Oviedo
Alyce Smith Cooper
Vi Nguyen
Salvador Ayala
Alicia Sanchez
Margarita Morales
Aydee Martinez

Ivette Rodriguez
Kyle Alderman
Judith Emerson
Mariel Schmidt
Ann Dorsey
Lydia Soto
Cesar Morales
Jillian Quint
Estrella Ermino
Missael Feliz Martinez
Guadalupe Perez
Nancy Cruz
James Deharpporte
Judith Emerson
Liliana Munoz-Benavente
Laura Santos-Puga
Margarita Garcia
Carmen Gaxiola
Patricia Rodriguez
Teresa Olivo
Angelica Ramirez
Bryan Gonzalez
Monserrat Hernandez
Amy Castaneda
Carlos Nunez
Nadine Scott
Yvonne (Bonnie) Freeman
Isabella Martinez
Erika Santiago
Margarita Moreno
Maritza Garcia
Ellyse Briand
Saad Asad
Mcgarrah Wilson
Sarah Boyer
Micaela Polanco
Cyndi Houck
Ricardo Rodriguez
Jl Angell
Sonny Burton
Mary Balce
Rafael Torres
Margie Carroll
Rosie Sanchez Ulloa
Mary Ann Fallon
Salvador Ayala
Angelina Lopez
Brian Iran Cervantes Arellano
Keith Fink
Megan Delaney
Sofia Alvarez
Cesar Morales
Carmen Arroyo
Francisco Hernandez
Rosalba Ayala
Margarita Moreno
Alicia Sanchez
Victor Valle
Christina Fanti
Alexandria Abrams
Angelica Estrada
Ivette Rubio
Lucio Munoz
Martha Peterson
Z Kripke
Laura Flores
RM Jackson
Diana Ramirez
Kara N,
Angelica Ramirez
Michael Gilgun
Brian Polejes
Linda Pardy

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

Motion carried by unanimous vote.

Public Hearing closed at 11:41 p.m.

Recommendation: Staff recommends approving the appeal and adopting separate resolutions entitled: “A Resolution of the City Council of the City of National City, California, Certifying a Final Environmental Impact Report for a Proposed Fuel Transfer Facility (San Diego Clean Fuels LLC) within BNSF Railroad Right-of-Way and BNSF-Owned Property, Located West of the 1800 Block of Cleveland Avenue

and North of West 19th Street, North to Civic Center Drive." and "A Resolution of the City Council of the City of National City, California, Approving a Conditional Use Permit and Coastal Development Permit for a Proposed Fuel Transfer Facility (San Diego Clean Fuels LLC) within BNSF Railroad Right-of-Way and BNSF-Owned Property, Located West of the 1800 Block of Cleveland Avenue and North of West 19th Street, North to Civic Center Drive."

**ACTION:** Motion by Councilmember Rodriguez, seconded by Councilmember Molina to deny the appeal and adoption.

Substitute Motion by Vice-Mayor Bush, seconded by Councilmember Yamane to approve the project with the condition that staff return with conditions that the fuel be delivered with zero emission vehicles.

Amended Substitute Motion by Vice-Mayor Bush, seconded by Councilmember Yamane to not approve the project but to continue the item to the November 4, 2025 City Council meeting to have staff explore how the project can be brought to net zero pollution under the conditions.

Motion carried by 4-1 vote.

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

## 11. STAFF REPORTS

***Item pulled from the agenda.***

11.1 SANDAG Smart Growth Incentive Program Cycle 6 Capital Project Funding Recommendations – Protest Letter

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor and Councilmember / SANDAG Board Member Molina to Execute a Letter in Protest to the Preliminary Funding Recommendations for Award of SANDAG Smart Growth Incentive Program Cycle 6 Funds for Capital Projects."

***Item continued to a future meeting.***

11.2 Amending City Council Policy No. 105 – Request by Member of the City Council to Place an Item on a City Council Agenda

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving Amended City Council Policy No. 105, Request by Member of the City Council to Place an Item on a City Council Agenda."

**ACTION:** Motion by Councilmember Molina, seconded by Vice-Mayor Bush to continue the item to the next City Council meeting.

Motion carried by unanimous vote.

## 12. CITY MANAGER'S REPORT

Acting City Manager Stephen Manganiello provided closing comments.

## 13. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

## 14. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who reported that there was no reportable action on Closed Session Agenda Items 5.1.

**CLOSED SESSION**

5.1 **PUBLIC EMPLOYMENT**

Government Code Section: 54957(b)
Position to be Filled: City Manager

## 15. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, October 21, 2025, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 12:43 a.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of October 21, 2025.

_____
Ron Morrison, Mayor

# AGENDA REPORT

**Department:** **Engineering & Public Works**
**Prepared by:** **Tirza Gonzales, Operations Manager**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Authorize the Purchase of Two (2) Chevrolet Tahoe Vehicles for the National City Police Department

**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 State of California Contract # 1-22-23-23D with Winner Chevrolet for the Purchase of Two 2025 Chevrolet Tahoe Police Pursuit Vehicles in a Not-To-Exceed Amount of $126,000 for the National City Police Department; and 2) Authorizing the City Manager to Approve Adjustments of up to $12,600 to the Not-To-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

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

**EXPLANATION:**
Two (2) National City Police Department (NCPD) Medium Sport Utility Vehicle (SUV) Police Interceptors have been in service for almost eight (8) years and have exceeded their useful and optimum life cycle of six (6) years and are therefore scheduled to be replaced. Both vehicles are currently being used by Lieutenants. Through adoption of the FY25 and FY26 annual budgets, the City Council approved the purchase and buildout of two (2) NCPD Medium SUV Vehicles for Lieutenants (one vehicle budgeted in FY25 and one vehicle budgeted in FY26). Due to limited stock and availability issues, both vehicles, including buildouts, are now available.

Staff is requesting approval for the purchase of two (2) 2025 Chevrolet Tahoe Police Pursuit Vehicles for the National City Police Department for the not-to-exceed amount of $126,000, and authorization for the City Manager to approve adjustments to the not-to-exceed amount for the purchase of up to $12,600 as a 10% contingency for unforeseen fluctuations in pricing, for the National City Police Department.

Pursuant to National City Municipal Code (NCMC) Section 2.60.260 - Cooperative Purchasing, there is an opportunity to take advantage of competitive pricing by piggyback onto State of California Contract # 1-22-23-23D to purchase the vehicles. NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interest of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have

been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed the State of California Contract # 1-22-23-23D was competitively bid through a Request for Proposals process, and that the State of California procurement procedures are in substantial compliance with those of National City.

Staff recommends adoption of the resolution as stated.

**FINANCIAL STATEMENT:**
City Council approved funding for the two vehicles through adoption of the FY25 and FY26 annual budgets.

| | |
|---|---|
| 644-10-21-21100-7511- Patrol Vehicles | $126,000 |
| 644-10-21-21100-7511- Contingency, if necessary | $12,600 |

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

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

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

**ORDINANCE:**
Not Applicable

**EXHIBITS:**
Exhibit A – Chevrolet Quote
Exhibit B – State of California Contract 1-22-23-23D
Exhibit C – Resolution

# Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
**(916)509-8595 - Desk**
**(916)813-4592 - Cell**

TO: Lt. Gonzales
**National City PD**
1200 National City Blvd.
National City, CA 91950

(619) 994-4752

**DATE** September 9, 2025
**Quotation #** C6145G-A
**FAN #** 855994

*Prepared by:* Casey De Koning

**Comments or special instructions:** Vehicle build and options are in additional pages.
**State Contract # 1-22-23-23D**

| Description | AMOUNT |
|---|---|
| Line 3 Chevrolet Tahoe 4x4 | $ 57,300.00 |
| Options (Refer to Window Sticker): | $ 1,589.00 |
| PPV Credit / 2025MY / 2WD | $ (6,000.00) |
| Paint 2 Doors & Roof back to Black - GBA | $ 2,000.00 |
| Push Bumper - PB450 | $ 1,850.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| ****** Please review, sign, and return a copy of the quote and ****** <br> ****** specs with the PO or the vehicle will not be ordered. ****** <br> ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.****** | |
| **Subtotal** | $ 56,739.00 |
| **DOC Fee** | $ 85.00 |
| **Taxable Subtotal:** | $ 56,824.00 |
| **Tax Rate(Subject to change):** 8.750% | $ 4,972.10 |
| **Tire Fee:** | $8.75 |
| **Fuel** | |
| **Delivery Charge:** | $900.00 |
| **Total:** | **$ 62,704.85** |
| **Grand Total** | $ 125,409.70 |

_____
**(Order Acknowledgment Signature)** **(Date)**

**CA Tire Fee: $1.75 / Per Tire**

| QTY | 2 |
|---|---|

If you have any questions concerning this quotation, contact Casey De Koning at (916)509-8595 or email at cdekoning@knightelkgrove.com or cdekoning@lasherauto.com

**THANK YOU FOR YOUR BUSINESS!**

**Elk Grove Auto Group/Winner Chevrolet, Inc.**
Casey De Koning | 916-813-4592 | cdekoning@lasherauto.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police



# Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 26340. Data Updated: Aug 28, 2025 6:45:00 PM PDT.

## Elk Grove Auto Group/Winner Chevrolet, Inc.

### Prepared By:

Casey De Koning
Elk Grove Auto Group/Winner Chevrolet, Inc.
916-813-4592
cdekoning@lasherauto.com

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Data Version: 26340. Data Updated: Aug 28, 2025 6:45:00 PM PDT.

# Elk Grove Auto Group/Winner Chevrolet, Inc.

Casey De Koning | 916-813-4592 | cdekoning@lasherauto.com


Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## Window Sticker

### SUMMARY

[Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

### OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| CC10706 | [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police | | |
| | **OPTIONS** | | |
| 1FL | Commercial Preferred Equipment Group | | $0.00 |
| 5T5 | Seats, front cloth and second row vinyl | | $0.00 |
| 6E2 | Fleet Calibration | | $25.00 |
| 6J3 | Wiring, grille lamps and siren speakers | | $92.00 |
| 6J4 | Wiring, horn and siren circuit | | $55.00 |
| 6N5 | Switches, rear window inoperative | | $57.00 |
| 6N6 | Door locks and handles, inside rear doors inoperative | | $62.00 |
| 7X2 | Spotlamps, left- and right-hand | | $1,340.00 |
| 9G8 | Headlamps, Daytime Running Lamps and automatic headlamp control delete | | $50.00 |
| AU7 | Key common, fleet | Inc. | |
| AZ3 | Seats, front 40/20/40 split-bench | | $0.00 |
| C6C | GVWR, 7400 lbs. (3357 kg) | | $0.00 |
| GBA | Black | | $0.00 |
| GU5 | Rear axle, 3.23 ratio | | $0.00 |
| H1T | Jet Black, Cloth seat trim | | $0.00 |
| L84 | Engine, 5.3L EcoTec3 V8 | | $0.00 |
| MHU | Transmission, 10-speed automatic | | $0.00 |
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel | | $0.00 |


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Data Version: 26340. Data Updated: Aug 28, 2025 6:45:00 PM PDT.

## Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

| | | |
|---|---|---|
| URW | Audio system, 17.7" diagonal advanced color LCD display | $0.00 |
| VK3 | License plate front mounting package | $0.00 |
| VPV | Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly | $0.00 |
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit | $0.00 |
| YF5 | Emissions, California state requirements | $0.00 |
| Z56 | Suspension Package, heavy-duty, police-rated. | $0.00 |

## FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A


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Casey De Koning | 916-813-4592 | cdekoning@lasherauto.com


Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## Standard Equipment

| | |
|---|---|
| **Package** | |
| | Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails and (ATD) third row seat delete) |
| | Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense |
| **Mechanical** | |
| | Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD) |
| | Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul |
| | Rear axle, 3.23 ratio |
| | Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar |
| | GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD) |
| | Keyless start, push button |
| | Automatic Stop/Start |
| | Engine control, stop/start system disable button, non-latching |
| | Engine air filtration monitor |
| | Fuel, gasoline, E15 |
| | Differential, mechanical limited-slip |
| | Rear wheel drive |
| | Air filter, heavy-duty |
| | Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator |
| | Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil |
| | Battery, 850 cold-cranking amps with 95 amp hour rating |
| | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) |
| | Alternator, 250 amps |
| | Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver |


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## Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

| | |
|---|---|
| **Mechanical** | |
| | Trailer sway control |
| | Hitch Guidance |
| | Recovery hooks, 2 front, frame-mounted, Black Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.) |
| | Skid plate, front |
| | Suspension, front coil-over-shock with stabilizer bar |
| | Suspension, rear multi-link with coil springs |
| | Steering, power |
| | Brake system, heavy duty with front Brembo calipers and 16" front rotors |
| | Capless Fuel Fill |
| | Exhaust, single system, single-outlet |
| | Mechanical Jack with tools |
| | Ground wires, blunt cut cargo area and blunt cut console area |
| | Wiring provision, for outside mirrors and cargo side mirrors |
| | Flasher system, headlamp and taillamp, DRL compatible with control wire |
| | Calibration, taillamp flasher, Red/White |
| | Calibration, taillamp flasher, Red/Red |
| **Exterior** | |
| | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (STD) |
| | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (STD) |
| | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap |
| | Wheel, full-size spare, 17" (43.2 cm) steel |
| | Tire, spare P265/70R17 all-season, blackwall |
| | Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit |
| | Tire carrier, lockable outside spare, winch-type mounted under frame at rear |
| | Active aero shutters, upper |
| | Fascia, front |
| | Fascia, front high-approach angle |
| | Luggage rack side rails, delete |
| | Assist steps, Black with chrome accent strip |


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Casey De Koning | 916-813-4592 | cdekoning@lasherauto.com


## Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

| | |
|---|---|
| **Exterior** | |
| | Headlamps, LED |
| | Tail lamps, LED |
| | Mirrors, outside heated power-adjustable, manual-folding, body-color |
| | Mirror caps, body-color |
| | Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass) |
| | Glass, acoustic, laminated |
| | Glass, windshield shade band |
| | Windshield, solar absorbing |
| | Wipers, front intermittent, Rainsense |
| | Wiper, rear intermittent with washer |
| | Exterior ornamentation delete (front & rear Chevrolet bowties will remain) |
| | Door handles, body-color |
| | Liftgate, rear manual |
| **Entertainment** | |
| | Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD) |
| | Audio system feature, 6-speaker system |
| | Bluetooth for phone personal cell phone connectivity to vehicle audio system |
| | 5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.) |
| | Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.) |
| | SiriusXM, delete |
| | Wireless Apple CarPlay/Wireless Android Auto |
| **Interior** | |
| | Seats, front 40/20/40 split-bench |
| | Seat adjuster, driver 8-way power |
| | Seat adjuster, front passenger 6-way power |
| | Seat adjuster, front passenger 8-way power |
| | Seat adjuster, driver 2-way power lumbar |


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## Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

| Interior | |
|---|---|
| | Seat adjuster, front passenger 2-way power lumbar |
| | Seats, second row 60/40 split-folding bench, manual |
| | Seat delete, third row (Deletes rear storage compartment.) |
| | Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.) |
| | Electronic Precision Shift |
| | Steering column lock, electrical |
| | Steering column, manual tilt and telescopic |
| | Steering wheel, vinyl |
| | Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped) |
| | Speedometer calibration |
| | Driver Information Center, 11" diagonal multi-color digital display |
| | Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer |
| | Door locks, power programmable with lockout protection and delayed locking |
| | Keyless Open includes extended range Remote Keyless Entry |
| | Key, unique (Deleted when (AU7) fleet common key is ordered. |
| | Remote start |
| | Window, power with driver Express-Up/Down |
| | Window, power with front passenger Express-Up/Down |
| | Windows, power with rear Express-Down |
| | Cruise control, electronic with set and resume speed |
| | Universal Vehicle Module |
| | Theft-deterrent system, electrical, unauthorized entry |
| | Theft-deterrent system, vehicle, PASS-Key III |
| | Display, automatic occupant sensing |
| | Wireless Phone Charging, for portable devices |
| | USB ports, 2 type-A and C, charge and data, located on front console |
| | USB ports, 2 type-C, charge-only, located in third row |
| | Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants |


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## Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

| | |
|---|---|
| **Interior** | |
| | Air conditioning, rear |
| | Defogger, rear-window electric |
| | Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area |
| | Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness |
| | Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness |
| | Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring |
| | Sill plates, bright, front and rear door |
| | Mirror, inside rearview manual day/night |
| | Visors, driver and front passenger illuminated vanity mirrors, sliding |
| | Assist handles, overhead, driver and front passenger, located in headliner |
| | Assist handles, front passenger A-pillar and second row outboard B-pillar |
| | Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions |
| | Cargo management system |
| | Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.) |
| | Calibration, Surveillance Mode interior lighting |
| | Lock control, driver side auto door lock disable |
| **Safety-Mechanical** | |
| | StabiliTrak, stability control system with brake assist, includes traction control |
| **Safety-Interior** | |
| | Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions |
| | Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) |
| | Seat belts, 3-point, all seating positions |
| | Hill Start Assist |
| | Active Hill Hold Assist |
| | OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.) |
| | HD Surround Vision |


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## Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

| | |
|---|---|
| **Safety-Interior** | |
| | Rear Camera Washer |
| | Rear Pedestrian Alert |
| | Rear Parking Assist |
| | Safety Alert Seat |
| | Rear Seat Reminder |
| | Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.) |
| | Door locks, rear child security, manual |
| | LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions |
| | Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver |
| | Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire) |
| | Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on |
| | OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.) |
| **Processing-Other** | |
| | Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle |


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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles


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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## Weight Ratings

| WEIGHT RATINGS | |
|---|---|
| Front Gross Axle Weight Rating: | 3700 lbs |
| Rear Gross Axle Weight Rating: | 4300 lbs |
| Gross Vehicle Weight Rating: | 7400.00 lbs |


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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## Technical Specifications

### Powertrain

#### Transmission

| | | | |
|---|---|---|---|
| Drivetrain | Rear Wheel Drive | Trans Order Code | MHS |
| Trans Type | 10 | Trans Description Cont. | Automatic |
| Trans Description Cont. Again | N/A | First Gear Ratio (:1) | N/A |
| Second Gear Ratio (:1) | N/A | Third Gear Ratio (:1) | N/A |
| Fourth Gear Ratio (:1) | N/A | Fifth Gear Ratio (:1) | N/A |
| Sixth Gear Ratio (:1) | N/A | Reverse Ratio (:1) | N/A |
| Clutch Size | N/A | Trans Power Take Off | N/A |
| Final Drive Axle Ratio (:1) | N/A | Transfer Case Model | N/A |
| Transfer Case Gear Ratio (:1), High | N/A | Transfer Case Gear Ratio (:1), Low | N/A |
| Transfer Case Power Take Off | N/A | Seventh Gear Ratio (:1) | N/A |
| Eighth Gear Ratio (:1) | N/A | Ninth Gear Ratio (:1) | N/A |
| Tenth Gear Ratio (:1) | N/A | | |

#### Mileage

| | | | |
|---|---|---|---|
| EPA Fuel Economy Est - Hwy | N/A | Cruising Range - City | N/A |
| EPA Fuel Economy Est - City | N/A | Fuel Economy Est-Combined | N/A |
| Cruising Range - Hwy | N/A | Estimated Battery Range | N/A |

#### Engine

| | | | |
|---|---|---|---|
| Engine Order Code | L84 | Engine Type | Gas V8 |
| Displacement | 5.3L/-TBD- | Fuel System | Direct Injection |
| SAE Net Horsepower @ RPM | 355 @ 5600 | SAE Net Torque @ RPM | 383 @ 4100 |
| Engine Oil Cooler | Yes | | |

#### Electrical

| | | | |
|---|---|---|---|
| Cold Cranking Amps @ 0° F (Primary) | 850 | Cold Cranking Amps @ 0° F (2nd) | N/A |
| Cold Cranking Amps @ 0° F (3rd) | N/A | Maximum Alternator Capacity (amps) | 250 |


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## Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## Powertrain

### Cooling System

| | |
|---|---|
| Total Cooling System Capacity | N/A |

## Vehicle

### Emissions

| | | | |
|---|---|---|---|
| Tons/yr of CO2 Emissions @ 15K mi/year | N/A | EPA Greenhouse Gas Score | N/A |

### Vehicle

| | |
|---|---|
| Rear Door Type | Liftgate |

## Chassis

### Weight Information

| | | | |
|---|---|---|---|
| Standard Weight - Front | 34.00 lbs | Standard Weight - Rear | -109.00 lbs |
| Base Curb Weight | N/A | Gross Axle Wt Rating - Front | 3700 lbs |
| Gross Axle Wt Rating - Rear | 4300 lbs | Curb Weight - Front | 2715 lbs |
| Curb Weight - Rear | 2668 lbs | Option Weight - Front | 1.00 lbs |
| Option Weight - Rear | 0.00 lbs | Reserve Axle Capacity - Front | 950.00 lbs |
| Reserve Axle Capacity - Rear | 1741.00 lbs | As Spec'd Curb Weight | 5309.00 lbs |
| As Spec'd Payload | 2091.00 lbs | Maximum Payload Capacity | 2017.00 lbs |
| Gross Combined Wt Rating | 14000 lbs | Gross Axle Weight Rating | 8000.00 lbs |
| Curb Weight | 5383.00 lbs | Reserve Axle Capacity | 2691.00 lbs |
| Total Option Weight | 1.00 lbs | Payload Weight Front | 0 lbs |
| Payload Weight Rear | 0 lbs | Gross Vehicle Weight Rating | 7400.00 lbs |

### Trailering

| | | | |
|---|---|---|---|
| Dead Weight Hitch - Max Trailer Wt. | 5000 lbs | Dead Weight Hitch - Max Tongue Wt. | 500 lbs |
| Wt Distributing Hitch - Max Trailer Wt. | 7900 lbs | Wt Distributing Hitch - Max Tongue Wt. | 790 lbs |
| Fifth Wheel Hitch - Max Trailer Wt. | N/A | Fifth Wheel Hitch - Max Tongue Wt. | N/A |
| Maximum Trailering Capacity | 8400 lbs | | |

### Frame

| | | | |
|---|---|---|---|
| Frame Type | N/A | Sect Modulus Rails Only | N/A |


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## Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## Chassis

### Frame

| | | | |
|---|---|---|---|
| Frame RBM | N/A | Frame Strength | N/A |
| Frame Thickness | N/A | | |

### Suspension

| | | | |
|---|---|---|---|
| Suspension Type - Front | Independent | Suspension Type - Rear | Multi-Link |
| Spring Capacity - Front | N/A | Spring Capacity - Rear | N/A |
| Axle Type - Front | N/A | Axle Type - Rear | N/A |
| Axle Capacity - Front | N/A | Axle Capacity - Rear | N/A |
| Axle Ratio (:1) - Front | N/A | Axle Ratio (:1) - Rear | 3.23 |
| Shock Absorber Diameter - Front | N/A | Shock Absorber Diameter - Rear | N/A |
| Stabilizer Bar Diameter - Front | N/A | Stabilizer Bar Diameter - Rear | N/A |

### Tires

| | | | |
|---|---|---|---|
| Front Tire Order Code | XCS | Rear Tire Order Code | XCS |
| Spare Tire Order Code | RAV | Front Tire Size | 275/55R20SL |
| Rear Tire Size | 275/55R20SL | Spare Tire Size | P275/55R20 |
| Front Tire Capacity | N/A | Rear Tire Capacity | N/A |
| Spare Tire Capacity | N/A | Revolutions/Mile @ 45 mph - Front | N/A |
| Revolutions/Mile @ 45 mph - Rear | N/A | Revolutions/Mile @ 45 mph - Spare | N/A |

### Wheels

| | | | |
|---|---|---|---|
| Front Wheel Size | 20 x 9 in | Rear Wheel Size | 20 x 9 in |
| Spare Wheel Size | 17 x -TBD- in | Front Wheel Material | Aluminum |
| Rear Wheel Material | Aluminum | Spare Wheel Material | Steel |

### Steering

| | | | |
|---|---|---|---|
| Steering Type | Pwr | Steering Ratio (:1), Overall | N/A |
| Steering Ratio (:1), On Center | N/A | Steering Ratio (:1), At Lock | N/A |
| Turning Diameter - Curb to Curb | 39.5 ft | Turning Diameter - Wall to Wall | N/A |


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## Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## Chassis

### Brakes

| | | | |
|---|---|---|---|
| Brake Type | Pwr | Brake ABS System | 4-Wheel |
| Brake ABS System (Second Line) | N/A | Disc - Front (Yes or ) | Yes |
| Disc - Rear (Yes or ) | Yes | Front Brake Rotor Diam x Thickness | N/A |
| Rear Brake Rotor Diam x Thickness | N/A | Drum - Rear (Yes or ) | N/A |
| Rear Drum Diam x Width | N/A | | |

### Fuel Tank

| | | | |
|---|---|---|---|
| Fuel Tank Capacity, Approx | 24 gal | Aux Fuel Tank Capacity, Approx | N/A |
| Fuel Tank Location | N/A | Aux Fuel Tank Location | N/A |

## Dimensions

### Interior Dimensions

| | | | |
|---|---|---|---|
| Passenger Capacity | 6 | Front Head Room | 42.3 in |
| Front Leg Room | 44.5 in | Front Shoulder Room | 65.6 in |
| Front Hip Room | 61.5 in | Second Head Room | 38.9 in |
| Second Leg Room | 42.0 in | Second Shoulder Room | 64.6 in |
| Second Hip Room | 61.3 in | Third Head Room | 38.2 in |
| Third Leg Room | 34.9 in | Third Shoulder Room | 62.7 in |
| Third Hip Room | 49.4 in | | |

### Exterior Dimensions

| | | | |
|---|---|---|---|
| Wheelbase | 120.9 in | Length, Overall w/rear bumper | N/A |
| Length, Overall | 211.3 in | Width, Max w/o mirrors | 81 in |
| Height, Overall | N/A | Overhang, Front | N/A |
| Overhang, Rear w/o bumper | N/A | Front Bumper to Back of Cab | N/A |
| Cab to Axle | N/A | Cab to End of Frame | N/A |
| Ground to Top of Load Floor | N/A | Ground to Top of Frame | N/A |
| Frame Width, Rear | N/A | Ground Clearance, Front | N/A |
| Ground Clearance, Rear | N/A | Body Length | 0.00 ft |
| Rear Door Opening Height | N/A | Rear Door Opening Width | N/A |


This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 26340. Data Updated: Aug 28, 2025 6:45:00 PM PDT.

## Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## Dimensions

### Exterior Dimensions

| | | | |
|---|---|---|---|
| Side Door Opening Height | N/A | Side Door Opening Width | N/A |
| Step Up Height - Front | N/A | Step Up Height - Side | N/A |
| Cab to Body | N/A | | |

### Cargo Area Dimensions

| | | | |
|---|---|---|---|
| Cargo Area Length @ Floor to Console | N/A | Cargo Area Length @ Floor to Seat 1 | N/A |
| Cargo Area Length @ Floor to Seat 2 | N/A | Cargo Area Length @ Floor to Seat 3 | N/A |
| Cargo Box Width @ Top, Rear | N/A | Cargo Area Width @ Beltline | N/A |
| Cargo Box Width @ Floor | N/A | Cargo Box Width @ Wheelhousings | 49.5 in |
| Cargo Box (Area) Height | N/A | Tailgate Width | N/A |
| Cargo Volume | N/A | Cargo Volume to Seat 1 | 122.7 $ft^3$ |
| Cargo Volume to Seat 2 | 72.5 $ft^3$ | Cargo Volume to Seat 3 | 25.5 $ft^3$ |
| Cargo Volume to Seat 4 | N/A | Ext'd Cab Cargo Volume | N/A |

## Exterior

### Doors

| | |
|---|---|
| Side Door Type | N/A |


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Data Version: 26340. Data Updated: Aug 28, 2025 6:45:00 PM PDT.

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

# STATEWIDE CONTRACT
## USER INSTRUCTIONS
MANDATORY

***Supplement 37***

***(Incorporates Supplements 1 – 37)***

| | |
|---|---|
| ISSUE AND EFFECTIVE DATE: | ***09/30/2025*** |
| CONTRACT NUMBER: | 1-22-23-23 B through I |
| DESCRIPTION: | Fleet Vehicles – Vans & SUVs |
| CONTRACTOR(S): | Ocean Honda (1-22-23-23B)<br>Freeway Toyota (1-22-23-23C)<br>Winner Chevrolet (1-22-23-23D)<br>Knight Sacramento CD Inc DBA Elk Grove Auto Group (1-22-23-23E)<br>Downtown Ford (1-22-23-23F)<br>Watsonville Fleet Group (1-22-23-23G)<br>US Fleet Source (1-22-23-23H)<br>CA Car Group (1-22-23-23I) |
| CONTRACT TERM: | 05/01/2022 through 04/30/2027 C - I<br>05/01/2022 through 04/30/2026 B |
| STATE CONTRACT ADMINISTRATOR: | Frank Martin<br>279-946-8035<br>Frank.Martin@dgs.ca.gov |

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 11/19/2021)

Cal eProcure link: www.caleprocure.ca.gov

**Contract (Mandatory) 1-22-23-23** B-I
Contract User Instructions, ***Supplement 37***

**All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.**

SUMMARY OF CHANGES

| Supplement Number | Description/Articles | Supplement Date |
|---|---|---|
| ***37*** | ➢ ***Attachment A – Contract Pricing: pricing and availability have been updated.***<br>➢ ***Attachment D – Vehicle Specifications: vehicle specifications and options have been updated.*** | ***9/30/2025**** |
| 36 | ➢ Attachment A – Contract Pricing – Supplement 35 has been replaced with Attachment A – Contract Pricing – Supplement 36.<br>➢ Article 6 – Contract Items language has been updated. | 9/03/2025 |
| 35 | ➢ Attachment A – Contract Pricing – Supplement 34 has been replaced with Attachment A – Contract Pricing – Supplement 35. | 07/25/2025 |
| 34 | ➢ Attachment A – Contract Pricing – Supplement 33 has been replaced with Attachment A – Contract Pricing – Supplement 34. | 07/07/2025 |
| 33 | ➢ Attachment A – Contract Pricing – Supplement 32 has been replaced with Attachment A – Contract Pricing – Supplement 33. | 07/01/2025 |
| 32 | ➢ Attachment A – Contract Pricing – Supplement 30 has been replaced with Attachment A – Contract Pricing – Supplement 32. | 06/06/2025 |
| 31 | ➢ Cover Page: Extension of Contracts C through I.<br>➢ Article 31: Added language. | 04/16/2025 |

| | | |
|---|---|---|
| 30 | ➢ Attachment A – Contract Pricing – Supplement 29 has been replaced with Attachment A – Contract Pricing – Supplement 30.<br>➢ Cover Page and Articles 8 & 26: updated language. | 03/18/2025 |
| 29 | ➢ Attachment A – Contract Pricing – Supplement 28 has been replaced with Attachment A – Contract Pricing – Supplement 29.<br>➢ Contact Information for Elk Grove Auto and Winner Chevrolet has been updated. | 02/11/2025 |
| 28 | ➢ Attachment A – Contract Pricing – Supplement 27 has been replaced with Attachment A – Contract Pricing – Supplement 28. | 12/12/2024 |
| 27 | ➢ Attachment A – Contract Pricing – Supplement 26 has been replaced with Attachment A – Contract Pricing – Supplement 27. | 11/01/2024 |
| 26 | ➢ Article 34: updated language.<br>➢ Attachment A – Contract Pricing – Supplement 24 has been replaced with Attachment A – Contract Pricing – Supplement 26.<br>➢ Attachment D – Vehicle Specifications Supplement 23: was replaced with Attachment D – Vehicle Specifications Supplement 26. | 09/06/2024 |
| 25 | ➢ Added Section 30 – Vetted Forms/Certifications. | 7/22/2024 |
| 24 | ➢ Attachment A – Contract Pricing – Supplement 22 has been replaced with Attachment A – Contract Pricing – Supplement 24. | 07/05/2024 |

| | | |
|---|---|---|
| 23 | ➢ Cover Page: Extension of Contracts 23-23B, 23-23C, 23-23D,23-23E, 23-23F, 23-23H, and 23-23I.<br>➢ Articles 8, 12, 22, and 33: updated language.<br>➢ Attachment D – Vehicle Specifications Supplement 1: was replaced with Attachment D – Vehicle Specifications Supplement 23. | 06/11/2024 |
| 22 | ➢ Termination of Contract 1-22-23-23A.<br>➢ Cover Page and Articles 1, 8, 12, 22, 25, 26, and 33: updated language.<br>➢ Attachment A – Contract Pricing – Supplement 21: replaced with Attachment A – Contract Pricing – Supplement 22. | 04/19/2024 |
| 21 | ➢ Attachment A – Contract Pricing – Supplement 20 has been replaced with Attachment A – Contract Pricing – Supplement 21. | 04/05/2024 |
| 20 | ➢ Attachment A – Contract Pricing – Supplement 19 has been replaced with Attachment A – Contract Pricing – Supplement 20. | 02/29/2024 |
| 19 | ➢ Attachment A – Contract Pricing – Supplement 18 has been replaced with Attachment A – Contract Pricing – Supplement 19. | 01/12/2024 |
| 18 | ➢ *Attachment A – Contract Pricing – Supplement 17 has been replaced with Attachment A – Contract Pricing – Supplement 18 due to price correction for previous supplement. | 01/04/2024 |
| 17 | ➢ Attachment A – Contract Pricing – Supplement 15 has been replaced with Attachment A – Contract Pricing – Supplement 17. | 12/22/2023 |
| 16 | ➢ Lithia Nissan contact information updated.<br>➢ Downtown Ford contact information updated. | 12/12/2023 |

| | | |
|---|---|---|
| 15 | ➢ Attachment A – Contract Pricing – Supplement 14 has been replaced with Attachment A – Contract Pricing – Supplement 15 | 11/17/2023 |
| 14 | ➢ Attachment A – Contract Pricing – Supplement 13 has been replaced with Attachment A – Contract Pricing – Supplement 14 | 11/15/2023 |
| 13 | ➢ Attachment A – Contract Pricing – Supplement 12 has been replaced with Attachment A – Contract Pricing – Supplement 13 | 10/31/2023 |
| 12 | ➢ Attachment A – Contract Pricing – Supplement 11 has been replaced with Attachment A – Contract Pricing – Supplement 12 | 09/21/2023 |
| 11 | ➢ Attachment A – Contract Pricing – Supplement 10 has been replaced with Attachment A – Contract Pricing – Supplement 11 | 8/31/2023 |
| 10 | ➢ Attachment A – Contract Pricing – Supplement 8 has been replaced with Attachment A – Contract Pricing – Supplement 10. | 8/24/2023 |
| 9 | ➢ Update State Contract Administrator information. | 08/04/2023 |
| 8 | ➢ Attachment A – Contract Pricing – Supplement 7 has been replaced with Attachment A – Contract Pricing – Supplement 8 | 07/28/2023 |
| 7 | ➢ Attachment A – Contract Pricing – Supplement 6 has been replaced with Attachment A – Contract Pricing – Supplement 7<br>➢ Downtown Ford's email address has been updated | 06/16/2023 |
| 6 | ➢ Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6 | 01/23/2023 |

| | | |
|---|---|---|
| 5 | ➢ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5 | 12/06/2022 |
| 4 | ➢ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4 | 11/04/2022 |
| 3 | ➢ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3<br>➢ Contact Information for Downtown Ford has been updated | 09/19/2022 |
| 2 | ➢ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2 | 08/16/2022 |
| 1 | ➢ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1<br>➢ Attachment D – Vehicle Specifications has been added<br>➢ Article 25 – Payments, language has been modified | 05/26/2022 |
| N/A | Original Contract Posted | 05/01/2022 |

**All other terms and conditions remain the same.**

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**Contract (Mandatory) 1-22-23-23** B-I
Contract User Instructions, ***Supplement 37***

## 1. SCOPE

The State's contracts provide Fleet Vehicles - Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-23 B – I. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Vans & SUVs to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

## 2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

## 3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

## 4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

## 5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

## 6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

California Air Resources Board (CARB)-Aligned Vehicles

State departments are required to purchase designated vehicle categories from Original Equipment Manufacturers (OEM) that recognize California's authority to set vehicle emissions standards under section 209 of the Clean Air Act and have aligned with CARB in their commitment to reducing their fleets' emissions (CARB-aligned).

CARB-aligned vehicles are identified on Attachment A, Contract Pricing. For a complete list of CARB-aligned vehicles and vehicle categories subject to this policy, visit the DGS, Office of Fleet and Asset Management website at: Vehicle Manufacturer Purchasing Restrictions.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

## 7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

## 8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

| Dealer | Contract # | Contact | Phone | Email |
|---|---|---|---|---|
| Ocean Honda | 1-22-23-23B | Pat Ireland | (559) 707-5735 | patireland1962@yahoo.com |
| Freeway Toyota of Hanford | 1-22-23-23C | Pat Ireland | (559) 707-5735 | patireland1962@yahoo.com |
| Winner Chevrolet | 1-22-23-23D | Jerry Powers | (916) 426-5752 | jpowers@knightelkgrove.com |
| Elk Grove Auto Group | 1-22-23-23E | Jerry Powers | (916) 426-5752 | jpowers@knightelkgrove.com |
| Downtown Ford Sales | 1-22-23-23F | Sandra Scott | (916) 252-6260 | sandrascott@fordsacramento.com |
| Watsonville Fleet Group | 1-22-23-23G | Yesenia Covarrubias | (626) 457-5590 | yesenia@watsonvillefleetgroup.com |
| US Fleet Source | 1-22-23-23H | Lisa Molino | (626) 344-4285 | Info@usfleetsource.com |

| Dealer | Contract # | Contact | Phone | Email |
|---|---|---|---|---|
| CA Car Group | 1-22-23-23I | Richard M. Slade | (925) 560-4465 | RichardMS@cacargroup.com |

**Note:** Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

## 9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

## 10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

## 11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

## 12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

| ORDER PLACEMENT INFORMATION | | | |
|---|---|---|---|
| Contract # 1-22-23-23B | U.S. Mail:<br>Ocean Honda<br>3801 Soquel Dr<br>Soquel, CA 95073<br>Attn: Pat Ireland | Facsimile:<br>(559) 961-4601 | Email:<br>patireland1962@yahoo.com |
| Contract # 1-22-23-23C | U.S. Mail:<br>Freeway Toyota<br>1835 Glendale Avenue<br>Hanford, CA 93230<br>Attn: Pat Ireland | Facsimile:<br>(559) 961-4601 | Email:<br>patireland1962@yahoo.com |

| | | | |
|---|---|---|---|
| Contract # 1-22-23-23D | U.S. Mail:<br>Winner Chevrolet<br>8575 Laguna Grove Drive<br>Elk Grove, CA 95757<br>Attn: Jerry Powers | Facsimile:<br>(916) 421-0149 | Email:<br>jpowers@knightelkgrove.com |
| Contract # 1-22-23-23E | U.S. Mail:<br>Elk Grove Auto Group<br>8575 Laguna Grove Drive<br>Elk Grove, CA 95757<br>Attn: Jerry Powers | Facsimile:<br>(916) 421-0149 | Email:<br>jpowers@knightelkgrove.com |
| Contract # 1-22-23-23F | U.S. Mail:<br>Downtown Ford Sales<br>525 N 16th St<br>Sacramento, CA 95811<br>Attn: Sandra Scott | Facsimile:<br>N/A | Email:<br>sandrascott@fordsacramento.com |
| Contract # 1-22-23-23G | U.S. Mail:<br>Watsonville Fleet Group<br>1601 W. Main Street<br>Alhambra, CA 91801<br>Attn: Yesenia Covarrubias | Facsimile:<br>(626) 457-5593 | Email:<br>yesenia@watsonvillefleetgroup.com |
| Contract # 1-22-23-23H | U.S. Mail:<br>US Fleet Source<br>979 S. Village Oaks Drive<br>Covina, Ca 91724 | Facsimile:<br>(626) 228-3077 | Email: info@usfleetsource.com |
| Contract # 1-22-23-23I | U.S. Mail:<br>CA Car Group<br>4200 John Monego Ct<br>Dublin, CA 94568<br>Attn: Richard M. Slade | Facsimile:<br>N/A | Email:<br>RichardMS@cacargroup.com |

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

## 13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;

- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

## 14. ORDER ACKNOWLEDMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

## 15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

## 16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

## 17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner's manual.

## 18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor's place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the Contractor and local agency.

## 19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

## 20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

## 21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

## 22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

| **State Contact Information** | DGS/PD Contract Administrator |
|---|---|
| **Contact Name:** | Frank Martin |
| **Telephone:** | (279) 946-8035 |
| **Facsimile:** | NA |
| **Email:** | Frank.Martin@dgs.ca.gov |
| **Address:** | DGS/Procurement Division<br>Attn: Frank Martin<br>707 Third Street, 2nd Floor, MS 201<br>West Sacramento, CA 95605 |

| **Dealer Contact Information** | **Ocean Honda**<br>Contract # 1-22-23-23B | **Freeway Toyota of Hanford**<br>Contract # 1-18-23-23C |
|---|---|---|
| **Contact Name:** | Pat Ireland | Pat Ireland |
| **Telephone:** | (559) 707-5735 | (559) 707-5735 |
| **Facsimile:** | (559) 961-4601 | (559) 961-4601 |
| **Email:** | patireland1962@yahoo.com | patireland1962@yahoo.com |
| **Address:** | Ocean Honda<br>3801 Soquel Dr<br>Soquel, CA 95073 | Freeway Toyota<br>1835 Glendale Avenue<br>Hanford, CA 93230 |

| **Dealer Contact Information** | **Winner Chevrolet**<br>Contract # 1-18-23-23D | **Elk Grove Auto Group**<br>Contract # 1-22-23-23E |
|---|---|---|
| **Contact Name:** | Jerry Powers | Jerry Powers |
| **Telephone:** | (916) 426-5752 | (916) 426-5752 |
| **Facsimile:** | (916) 421-0149 | (916) 421-0149 |
| **Email:** | jpowers@knightelkgrove.com | jpowers@knightelkgrove.com |
| **Address:** | Winner Chevrolet<br>8575 Laguna Grove Drive<br>Elk Grove, CA 95757 | Elk Grove Auto Group<br>8575 Laguna Grove Dr<br>Elk Grove, CA 95757 |

| **Dealer Contact Information** | **Downtown Ford Sales**<br>Contract # 1-22-23-23F | **Watsonville Fleet Group**<br>Contract # 1-22-23-23G |
|---|---|---|
| **Contact Name:** | Sandra Scott | Yesenia Covarrubias |
| **Telephone:** | (916) 252-6260 | (626) 457-5590 |
| **Facsimile:** | N/A | (626) 457-5593 |
| **Email:** | sandrascott@fordsacramento.com | yesenia@watsonvillefleetgroup.com |
| **Address:** | Downtown Ford Sales<br>525 N 16th St<br>Sacramento, CA 95811 | Watsonville Fleet Group<br>1601 W. Main Street<br>Alhambra, CA 91801 |

| **Dealer Contact Information** | **US Fleet Source**<br>Contract # 1-22-23-23H | **CA Car Group**<br>Contract # 1-22-23-23I |
|---|---|---|
| **Contact Name:** | Lisa Molino | Richard M. Slade |
| **Telephone:** | (626) 344-4285 | (925) 560-4465 |
| **Facsimile:** | (626) 416-3064 | N/A |
| **Email:** | info@usfleetsource.com | RichardMS@cacargroup.com |
| **Address:** | US Fleet Source<br>979 S. Village Oaks Drive<br>Covina, Ca 91724 | CA Car Group<br>4200 John Monego Ct<br>Dublin, CA 94568 |

## 23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

## 24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number

- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

## 25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-23 B – G include a $500 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-23 H & I offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected

Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

## 26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

| Contractor Name | Seller Permit # |
|---|---|
| Ocean Honda | 101-652579 |
| Freeway Toyota | 102-659756 |
| Winner Chevrolet | 100-208309 |
| Knight Sacramento CD Inc DBA Elk Grove Auto Group | 253121056 |
| Downtown Ford Sales | 28600344 |
| Watsonville Fleet Group | 245364864<br>101-135239 |
| US Fleet Source | 103-097044 |
| CA Car Group | 100-214737 |

## 27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is

purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

## 28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

## 29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;

- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

## 30. VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- GenAI Disclosure & Factsheet (STD 1000)
- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

State departments should make a notation of this within their procurement file.

## 31. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES

GenAI contract provisions (rev. 2/20/2025) have been incorporated into the contract. Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence.

## 32. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

## 33. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

## 34. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

## 35. ATTACHMENTS

Attachment A – Contract Pricing, ***Supplement 37***
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Specifications, ***Supplement 37***

**RESOLUTION NO. 2025 -**

**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 STATE OF CALIFORNIA CONTRACT # 1-22-23-23D WITH WINNER CHEVROLET FOR THE PURCHASE OF TWO 2025 CHEVROLET TAHOE POLICE PURSUIT VEHICLES IN A NOT-TO-EXCEED AMOUNT OF $126,000 FOR THE NATIONAL CITY POLICE DEPARTMENT; AND 2) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS OF UP TO $12,600 TO THE NOT-TO-EXCEED AMOUNT FOR THE PURCHASE AS A 10% CONTINGENCY FOR UNFORESEEN FLUCTUATIONS IN PRICING.**

**WHEREAS,** two (2) National City Police Department Medium Sport Utility Vehicle (SUV) Police Interceptors have been in service for almost eight (8) years and have exceeded their useful and optimum life cycle of six (6) years and are scheduled to be replaced; and

**WHEREAS,** the City of National City has an opportunity to piggyback onto State of California Contract # 1-22-23-23D with Winner Chevrolet to allow for the purchase of two (2) 2025 Chevrolet Tahoe Police Pursuit vehicles; and

**WHEREAS,** Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

**WHEREAS,** National City's Purchasing staff has confirmed that the State of California Contract # 1-22-23-23D with Winner Chevrolet was competitively bid through a Request for Proposals process, and that the State of California procurement procedures are in substantial compliance with those of National City; and

**WHEREAS,** City staff recommends adoption of the resolution as stated.

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

**Section 1:** That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto State of California Contract # 1-22-23-23D with Winner Chevrolet for the purchase of two (2) 2025 Chevrolet Tahoe Police Pursuit Vehicles in a not-to-exceed amount of $126,000 for the National City Police Department.

**Section 2:** That the City Council hereby authorizes the City Manager to approve adjustments of up to $12,600 to the not-to-exceed amount for the purchase as a 10% contingency for unforeseen fluctuations in pricing.

**Section 3:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 21st day of October, 2025.**

_____
Ron Morrison, Mayor

**ATTEST:**

_____
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

_____
Barry J. Schultz, City Attorney

# AGENDA REPORT

**Department:** **Engineering & Public Works**
**Prepared by:** **Ricardo Rodriguez, Assistant Engineer-Civil**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Awarding a Contract to Fernando Araiza dba His Construction Company for the National City Police Department Investigations Capacity Expansion Project, CIP No. 25-15.

**RECOMMENDATION:**
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Fernando Araiza dba His Construction Company in the Not-To-Exceed Amount of $248,169 for the National City Police Department Investigations Capacity Expansion Project, CIP No. 25-15; 2) Authorizing the Establishment of an Appropriation of $200,000 for the Project in the Development Impact Fees Fund (Police); 3) Authorizing a 15% Contingency in the Amount of $37,226 for any Unforeseen Changes; and 4) Authorizing the Mayor to Execute the Contract."

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

**EXPLANATION:**
The National City Police Department Investigations Capacity Expansion Project, CIP No. 25-15 will provide a complete tenant improvement to the National City Police Department (NCPD) Investigations work area to meet the current and foreseeable needs of this unit of NCPD. The project will include wall removal and modifications, additional troffer lights to match existing, new ceiling tile, luxury vinyl flooring, electrical upgrades, painting and new modular furniture. The modifications will increase capacity and allow for more efficient operations.

On August 21, 2025, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On August 26, 2025 and September 2, 2025, the bid solicitation was advertised in the local newspaper. On September 19, 2025, six (6) bids were received by the 5:00 p.m. deadline (see Exhibit A – Bid Opening Summary).

Fernando Araiza dba His Construction Company was the apparent lowest bidder with a total bid amount of $248,169. Upon review of all documents submitted, Fernando Araiza dba His Construction Company'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 Fernando Araiza dba His Construction Company in the not-to-exceed amount of $248,169 and authorizing a 15% contingency in the amount of $37,226 to address any unforeseen conditions that may arise.

Construction is expected to begin in late 2025 and be completed within approximately one month.

**FINANCIAL STATEMENT:**

The funding for this project will be split between the Development Impact Fees Fund (Police) and the General Fund as follows:

Development Impact Fees Fund – Police (new appropriation)
Expenditure Account #
325-10-18-21100-7598-1500325 (Facility Upgrades – Police) - $200,000 (contract award)

Capital Improvement Program Fund
Expenditure Account #
399-10-18-18500-7598-1500100 (Facility Upgrades) - $48,169 (contract award)
399-10-18-18500-7598-1500100 (Facility Upgrades) - $37,226 (15% contingency)

Appropriations for the General Fund share are available for this project in the adopted budget for the CIP Fund.

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

**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:** **Police Department Investigations Capacity Expansion**
**CIP NO:** **25-15**
**DATE:** **September 19, 2025**
**TIME:** **5:00 P.M.**
**ESTIMATE:** **$225,000**
**PROJECT ENGINEER:** **Ricardo Rodriguez**

| NO. | BIDDER'S NAME | BID AMOUNT | BID SECURITY - BOND |
|---|---|---|---|
| 1 | His Construction Company<br>2244 Faraday Ave.<br>Carlsbad, California 92008 | **$248,169** | Bond |
| | | | |
| 2 | Deeb Construction Inc<br>954 Reed Drive<br>Clairmont, California 91711 | **$265,000** | Bond |
| | | | |
| 3 | Sitka Construction Group LLC<br>3460 Marron Road<br>Oceanside, California 92056 | **$285,000** | Bond |
| | | | |
| 4 | GQ Builders, Inc.<br>P.O. Box 1188<br>Rancho Santa Fe, CA 92067 | **$294,000** | Bond |
| | | | |
| 5 | Firestone Builders<br>751 Rancheros Dr. Ste 9<br>San Marcos, California 92069 | **$334,778** | Bond |
| | | | |
| 6 | Oaktree Engraving and Monuments<br>506 Wellwood Ave.<br>Beaumont, California 92223 | **$401,745** | Bond |

# SUMMARY OF BID ITEMS

**NAME:** **Police Department Investigations Capacity Expansion**
**CIP NO:** **25-15**
**DATE:** **September 19, 2025**
**TIME:** **5:00 P.M.**
**ESTIMATE:** **$225,000**
**PROJECT ENGINEER:** **Ricardo Rodriguez**

| | | | | His Construction Company | | Deeb Construction Inc | | Sitka Construction Group LLC | |
|---|---|---|---|---|---|---|---|---|---|
| Item | Description | Unit | Qty | Unit Price | Line Total | Unit Price | Line Total | Unit Price | Line Total |
| 1 | Provide Lump Sum cost for the required items as described in the Plans and Contract Documents. | LS | 1 | $248,169.00 | $248,169.00 | $265,000.00 | $265,000.00 | $285,000.00 | $285,000.00 |
| | | | Subtotal | | $248,169.00 | | $265,000.00 | | $285,000.00 |
| | | | **Total** | | **$248,169.00** | | **$265,000.00** | | **$285,000.00** |

# OWNER - CONTRACTOR AGREEMENT

## NATIONAL CITY POLICE DEPTARTMENT INVESTIGATIONS CAPACITY EXPANSION, CIP NO. 25-15

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Fernando Araiza dba His Construction Company ("Contractor")**, 2244 Faraday Avenue, Carlsbad, CA 92008, on the **21st day of October, 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:
Fernando Araiza dba His Construction Company

_____
(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 | Provide Lump Sum cost for the required items as described in the Plans and Contract Documents. | LS | 1 | $248,169.00 | $248,169.00 |
| | | | | **Subtotal** | **$248,169.00** |
| | | | | **Total** | **$248,169.00** |

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 21st day of October, 2025, has awarded Fernando Araiza dba His Construction Company, hereinafter designated as the "Principal", the NATIONAL CITY POLICE DEPARTMENT INVESTIGATIONS CAPACITY EXPANSION project.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of Two Hundred Forty Eight Thousand, One Hundred Sixty Nine Dollars ($248,169.00) 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 21st day of October, 2025, has awarded Fernando Araiza dba His Construction Company, hereinafter designated as the "Principal", the NATIONAL CITY POLICE DEPARTMENT INVESTIGATIONS CAPACITY EXPANSION project.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of Two Hundred Forty Eight Thousand, One Hundred Sixty Nine Dollars ($248,169.00) 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 FERNANDO ARAIZA DBA HIS CONSTRUCTION COMPANY IN THE NOT-TO-EXCEED AMOUNT OF $248,169 FOR THE NATIONAL CITY POLICE DEPARTMENT INVESTIGATIONS CAPACITY EXPANSION PROJECT, CIP NO. 25-15; 2) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF $200,000 FOR THE PROJECT IN THE DEVELOPMENT IMPACT FEES FUND (POLICE); 3) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $37,226 FOR ANY UNFORESEEN CHANGES; AND 4) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

**WHEREAS**, the National City Police Department Investigations Capacity Expansion Project, CIP No. 25-15 (the "Project") will provide a complete tenant improvement to the National City Police Department Investigations work area, which will increase capacity and allow for more efficient operations; and

**WHEREAS**, on August 21, 2025, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

**WHEREAS**, on August 26th and September 2nd, 2025, the bid solicitation was advertised in the local newspaper; and

**WHEREAS**, on September 19, 2025, six (6) bids were received by the 5:00 p.m. deadline; and

**WHEREAS**, upon review of all documents submitted, Fernando Araiza dba His Construction Company's bid in the total bid amount of $248,169 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 awarding a contract to Fernando Araiza dba His Construction Company in the not to-exceed amount of $248,169 for the National City Police Department Investigations Capacity Expansion Project, CIP No. 25-15 and authorizing a 15% contingency in the amount of $37,226 for any unforeseen changes.

**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 Fernando Araiza dba His Construction Company in the not-to-exceed amount of $248,169 for the National City Police Department Investigations Capacity Expansion Project, CIP No. 25-15.

**Section 2:** That the City Council hereby authorizes a 15% contingency in the amount of $37,226 for any unforeseen changes.

**Section 3:** That the City Council hereby authorizes the establishment of an appropriation of $200,000 for the Project in the Development Impact Fees Fund (Police).

**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 21st day of October, 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:** **Alicia Hicks, Human Resources Director**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott Huth, Interim City Manager**

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**SUBJECT:**
Increases to Salaries and Benefits for Executive, Management, and Confidential Groups.

**RECOMMENDATION:**
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving Salary and Benefit Changes for the Executive, Management, and Confidential Employee Groups and Authorizing a Fiscal Year 2025-2026 Budget Appropriation in the Amount of $1,204,317 to Fund the Stated Salary and Benefit Increases."

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

**EXPLANATION:**
The City of National City has three formal union-represented employee associations, Police Officer's Association (POA), Firefighter's Association (FFA), and Municipal Employees Association (MEA), and three informal employee groups who are not represented or subject to the terms of collective bargaining agreements.

The Executive, Management and Confidential Groups are not represented by a labor association and, consequently, they are not governed by the State of California's rules and procedural guidelines for public employee collective bargaining. Recently, the City ratified agreements with MEA and FFA, finalizing labor negotiations with the two groups with a negotiated approval of a three-year agreement.

As part of the term alignment, the City is striving to move towards equity between the employee groups and between the City and neighboring public agencies. To support this goal, the City has agreed to a bring the salaries of the Executive, Management, and Confidential Groups to the median rate in the first year, effective July 1, 2025, followed by a five-percent (5%) salary increase for year two (FY 2026) and five-percent (5%) salary increases for year three (FY 2027) for those employees in the Executive, Management, and Confidential Groups, effective July 1 of those calendar years (2026-2027). This approach promotes equitable treatment of staff and addresses issues of salary compaction, where the wages of represented employees may equal or exceed the wages of their supervisors.

Additionally, the City has agreed to increase the bilingual pay benefit for Confidential employees to $150 per pay period; add an additional floating holiday for all three unrepresented groups; provide residential incentive pay for all three unrepresented employee groups; and provide POST pay and bilingual pay for Police Captains and Chief.

Furthermore, the City has agreed to provide members of the Confidential Group a minimum of five (5) years of their Retiree Health Benefit. Currently, employees who have at least 20 years of service who retire after July 1, 2016 receive $20/month for each year of pensionable service with the City as the City's contribution towards medical insurance when the employee retires from CalPERS simultaneously with separating from the City of National City. Such contribution continues until the retiree qualifies for Medicare, which is typically at age 65. Effective July 1, 2025, eligible employees will receive a minimum of five (5) years of the contribution even if they retire less than five (5) years from Medicare eligibility or after becoming eligible for Medicare. For example, under the current benefit, an employee who retired at age 63 would only receive two (2) years of contributions, and an employee who retired after age 65 would not receive anything. Under the new benefit, both employees would receive contributions for five (5) years.

Additionally, the City has agreed to provide severance compensation language for Executive leadership:

> In the event the City terminates Executive's employment without cause, Executive shall be entitled to severance compensation, subject to applicable law, in accordance with the following schedule:
>
> 1. Less than Twenty-Four (24) Months of Continuous Service- Executive shall be entitled to three (3) months base salary as severance.
>
> 2. Completion of Twenty-Four (24) Months of Continuous Service- Executive shall be entitled to six (6) months of base salary as severance.

This item was originally on the City Council's October 7, 2025 agenda and was continued to October 21, 2025.

**FINANCIAL STATEMENT:**
The projected Citywide financial impact of the three-year contract with Executive, Management and Confidential Groups is approximately $2.33 million of additional labor costs of which, $1,204,317 will impact the City's current Fiscal Year 2025-2026 Operating and Capital Budget. Staff requests a Citywide increase in appropriations of $1,204,317 for the Fiscal Year 2025-2026 Operating and Capital Budget.

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

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

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

**ORDINANCE:**
Not Applicable

**EXHIBITS:**
Exhibit A - Resolution
Exhibit B - Confidential Salary Table Eff. July 8, 2025 through FY 2028
Exhibit C - Management and Executive Salary Tables Eff. July 8, 2025 through FY 2028
Exhibit D – FY 2025-2026 Increase in Budget Appropriations
Exhibit E – Summary of Key Changes for Conf./Mgmt./Exec.

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING SALARY AND BENEFIT CHANGES FOR THE EXECUTIVE, MANAGEMENT, AND CONFIDENTIAL EMPLOYEE GROUPS AND AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET APPROPRIATION IN THE AMOUNT OF $1,204,317 TO FUND THE STATED SALARY AND BENEFIT INCREASES.**

**WHEREAS**, the Executive, Management and Confidential employee groups are not represented by a labor association and, consequently, they are not governed by the State of California's rules and procedural guidelines for public employee collective bargaining; and

**WHEREAS**, over approximately the past year, the City has worked with the three (3) formal union-represented employee groups and has concluded negotiations and reached agreements with two of the three groups, including the Municipal Employees' Association ("MEA"), for new collective bargaining agreements with three-year terms through June 30, 2028; and

**WHEREAS**, the Executive, Management, and Confidential employees' salary and benefits should be and have been revisited when significant changes are made to the salary and benefits of the formally represented employee groups; and

**WHEREAS**, commensurate with increases to represented employee groups, including MEA, the City has agreed to increase the base salaries of the classifications covered by the unrepresented Executive, Management, and Confidential employee groups to the median effective July 1, 2025, followed by five percent (5%) increases in base salaries for year two (FY 2026) and year three (FY 2027), effective July 1 of those calendar years (2026-2027); and

**WHEREAS,** in addition to the salary increases, the City has agreed to provide the Confidential employee group a minimum of five (5) years of retiree health benefits, which equates to $20 per month for each year of pensionable service with the City of National City, upon retirement; increase bilingual pay for the Confidential employee group to $150 per pay period; an additional floating holiday for all three unrepresented employee groups; residential incentive pay for all three unrepresented employee groups; POST pay and bilingual pay for Police Captains in the Management employee group; POST pay and bilingual pay for the Police Chief in the Executive employee group; and severance compensation for the Executive employee group; and

**WHEREAS,** City staff recommends amending the salary schedules for the Executive, Management, and Confidential employee groups to reflect the increases in salary and benefits; and

**WHEREAS**, in fiscal year 2025-2026, additional budget appropriations in the amount of $1,204,317, spread across multiple departments and funds, are necessary to fund the increased salaries.

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

**Section 1:** That the City Council hereby approves the revised salary schedules for the Executive, Management, and Confidential employees' groups, as shown in Exhibits B and C attached to the Agenda Report, effective July 1, 2025.

**Section 2:** That the City Council hereby authorizes the establishment of Fiscal Year 2025-2026 budget appropriations in the amount of $1,204,317, spread across multiple departments and funds, to fund said salary and benefit increases.

**Section 3:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 21st day of October, 2025.**

_____

Ron Morrison, Mayor

**ATTEST:**

_____

Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

_____

Barry J. Schultz, City Attorney

**CITY OF NATIONAL CITY**
**CONFIDENTIAL SALARY SCHEDULE**
**EFFECTIVE: JULY 8, 2025**

| DESCRIPTION | STEP | HOURLY | BIWEEKLY | MONTHLY | ANNUAL |
|---|---|---|---|---|---|
| Confidential Assistant (At-Will) | STEP A | 31.65 | 2,531.90 | 5,485.78 | 65,829.36 |
| | STEP B | 33.23 | 2,658.49 | 5,760.07 | 69,120.83 |
| | STEP C | 34.89 | 2,791.42 | 6,048.07 | 72,576.87 |
| | STEP D | 36.64 | 2,930.99 | 6,350.48 | 76,205.71 |
| | STEP E | 38.47 | 3,077.54 | 6,668.00 | 80,016.00 |
| EXECUTIVE ASSISTANT I | STEP A | 27.77 | 2,221.43 | 4,813.09 | 57,757.05 |
| | STEP B | 29.16 | 2,332.50 | 5,053.74 | 60,644.91 |
| | STEP C | 30.61 | 2,449.12 | 5,306.43 | 63,677.15 |
| | STEP D | 32.14 | 2,571.58 | 5,571.75 | 66,861.01 |
| | STEP E | 33.75 | 2,700.16 | 5,850.34 | 70,204.06 |
| EXECUTIVE ASSISTANT II | STEP A | 31.61 | 2,529.08 | 5,479.68 | 65,756.11 |
| | STEP B | 33.19 | 2,655.54 | 5,753.66 | 69,043.91 |
| | STEP C | 34.85 | 2,788.31 | 6,041.34 | 72,496.11 |
| | STEP D | 36.60 | 2,927.73 | 6,343.41 | 76,120.91 |
| | STEP E | 38.43 | 3,074.11 | 6,660.58 | 79,926.96 |
| EXECUTIVE ASSISTANT III | STEP A | 33.87 | 2,709.46 | 5,870.50 | 70,445.96 |
| | STEP B | 35.56 | 2,844.93 | 6,164.02 | 73,968.25 |
| | STEP C | 37.34 | 2,987.18 | 6,472.22 | 77,666.67 |
| | STEP D | 39.21 | 3,136.54 | 6,795.83 | 81,550.00 |
| | STEP E | 41.17 | 3,293.37 | 7,135.63 | 85,627.50 |
| EXECUTIVE ASSISTANT IV | STEP A | 35.75 | 2,860.35 | 6,197.42 | 74,369.01 |
| | STEP B | 37.54 | 3,003.36 | 6,507.29 | 78,087.46 |
| | STEP C | 39.42 | 3,153.53 | 6,832.65 | 81,991.84 |
| | STEP D | 41.39 | 3,311.21 | 7,174.29 | 86,091.43 |
| | STEP E | 43.46 | 3,476.77 | 7,533.00 | 90,396.00 |
| HUMAN RESOURCES TECHNICIAN | STEP A | 32.08 | 2,566.38 | 5,560.49 | 66,725.86 |
| | STEP B | 33.68 | 2,694.70 | 5,838.51 | 70,062.15 |
| | STEP C | 35.37 | 2,829.43 | 6,130.44 | 73,565.26 |
| | STEP D | 37.14 | 2,970.90 | 6,436.96 | 77,243.52 |
| | STEP E | 38.99 | 3,119.45 | 6,758.81 | 81,105.70 |
| INFORMATION TECHNOLOGY ANALYST | STEP A | 45.82 | 3,665.90 | 7,942.78 | 95,313.37 |
| | STEP B | 48.11 | 3,849.19 | 8,339.92 | 100,079.04 |
| | STEP C | 50.52 | 4,041.65 | 8,756.92 | 105,082.99 |
| | STEP D | 53.05 | 4,243.74 | 9,194.76 | 110,337.14 |
| | STEP E | 55.70 | 4,455.92 | 9,654.50 | 115,854.00 |
| INFORMATION TECHNOLOGY TECHNICIAN | STEP A | 36.09 | 2,887.44 | 6,256.12 | 75,073.44 |
| | STEP B | 37.91 | 3,032.45 | 6,570.30 | 78,843.65 |
| | STEP C | 39.79 | 3,183.39 | 6,897.35 | 82,768.19 |
| | STEP D | 41.79 | 3,342.82 | 7,242.77 | 86,913.22 |
| | STEP E | 43.87 | 3,509.87 | 7,604.72 | 91,256.67 |

**CITY OF NATIONAL CITY**
**CONFIDENTIAL SALARY SCHEDULE**
**EFFECTIVE: JULY 8, 2025**

| DESCRIPTION | STEP | HOURLY | BIWEEKLY | MONTHLY | ANNUAL |
|---|---|---|---|---|---|
| PAYROLL TECHNICIAN I | STEP A | 28.92 | 2,313.58 | 5,012.76 | 60,153.11 |
| | STEP B | 30.37 | 2,429.26 | 5,263.40 | 63,160.76 |
| | STEP C | 31.88 | 2,550.72 | 5,526.57 | 66,318.80 |
| | STEP D | 33.48 | 2,678.26 | 5,802.90 | 69,634.74 |
| | STEP E | 35.15 | 2,812.17 | 6,093.04 | 73,116.48 |
| PAYROLL TECHNICIAN II | STEP A | 32.61 | 2,608.98 | 5,652.79 | 67,833.46 |
| | STEP B | 34.24 | 2,739.43 | 5,935.43 | 71,225.14 |
| | STEP C | 35.95 | 2,876.40 | 6,232.20 | 74,786.39 |
| | STEP D | 37.75 | 3,020.22 | 6,543.81 | 78,525.71 |
| | STEP E | 39.64 | 3,171.23 | 6,871.00 | 82,452.00 |
| PASSPORT ACCEPTANCE AGENT | STEP A | 25.20 | 2,016.35 | 4,368.76 | 52,425.15 |
| | STEP B | 26.46 | 2,117.17 | 4,587.20 | 55,046.41 |
| | STEP C | 27.79 | 2,223.03 | 4,816.56 | 57,798.73 |
| | STEP D | 29.18 | 2,334.18 | 5,057.39 | 60,688.67 |
| | STEP E | 30.64 | 2,450.89 | 5,310.26 | 63,723.10 |
| RECORDS PROGRAM SPECIALIST | STEP A | 30.43 | 2,434.61 | 5,274.98 | 63,299.81 |
| | STEP B | 31.96 | 2,556.72 | 5,539.56 | 66,474.72 |
| | STEP C | 33.55 | 2,683.92 | 5,815.16 | 69,781.92 |
| | STEP D | 35.23 | 2,818.75 | 6,107.30 | 73,287.55 |
| | STEP E | 36.99 | 2,959.52 | 6,412.29 | 76,947.52 |
| RISK MANAGEMENT SPECIALIST | STEP A | 31.60 | 2,528.00 | 5,477.33 | 65,728.00 |
| | STEP B | 33.18 | 2,654.40 | 5,751.20 | 69,014.40 |
| | STEP C | 34.84 | 2,787.12 | 6,038.76 | 72,465.12 |
| | STEP D | 36.58 | 2,926.48 | 6,340.70 | 76,088.38 |
| | STEP E | 38.41 | 3,072.80 | 6,657.73 | 79,892.80 |
| SENIOR INFORMATION TECHNOLOGY ANALYST | STEP A | 50.40 | 4,031.94 | 8,735.87 | 104,830.39 |
| | STEP B | 52.92 | 4,233.54 | 9,172.66 | 110,071.91 |
| | STEP C | 55.57 | 4,445.21 | 9,631.29 | 115,575.51 |
| | STEP D | 58.34 | 4,667.47 | 10,112.86 | 121,354.29 |
| | STEP E | 61.26 | 4,900.85 | 10,618.50 | 127,422.00 |
| EXECUTIVE ASSISTANT II - Part time | STEP A | 31.61 | | | |
| | STEP B | 33.19 | | | |
| | STEP C | 34.85 | | | |
| | STEP D | 36.60 | | | |
| | STEP E | 38.43 | | | |

**CITY OF NATIONAL CITY**
**CONFIDENTIAL SALARY SCHEDULE**
**EFFECTIVE: JULY 7, 2026**

| DESCRIPTION | STEP | HOURLY | BIWEEKLY | MONTHLY | ANNUAL |
|---|---|---|---|---|---|
| Confidential Assistant (At-Will) | STEP A | 33.23 | 2,658.49 | 5,760.07 | 69,120.83 |
| | STEP B | 34.89 | 2,791.42 | 6,048.07 | 72,576.87 |
| | STEP C | 36.64 | 2,930.99 | 6,350.48 | 76,205.71 |
| | STEP D | 38.47 | 3,077.54 | 6,668.00 | 80,016.00 |
| | STEP E | 40.39 | 3,231.42 | 7,001.40 | 84,016.80 |
| EXECUTIVE ASSISTANT I | STEP A | 29.16 | 2,332.50 | 5,053.74 | 60,644.91 |
| | STEP B | 30.61 | 2,449.12 | 5,306.43 | 63,677.15 |
| | STEP C | 32.14 | 2,571.58 | 5,571.75 | 66,861.01 |
| | STEP D | 33.75 | 2,700.16 | 5,850.34 | 70,204.06 |
| | STEP E | 35.44 | 2,835.16 | 6,142.86 | 73,714.26 |
| EXECUTIVE ASSISTANT II | STEP A | 33.19 | 2,655.54 | 5,753.66 | 69,043.91 |
| | STEP B | 34.85 | 2,788.31 | 6,041.34 | 72,496.11 |
| | STEP C | 36.60 | 2,927.73 | 6,343.41 | 76,120.91 |
| | STEP D | 38.43 | 3,074.11 | 6,660.58 | 79,926.96 |
| | STEP E | 40.35 | 3,227.82 | 6,993.61 | 83,923.31 |
| EXECUTIVE ASSISTANT III | STEP A | 35.56 | 2,844.93 | 6,164.02 | 73,968.25 |
| | STEP B | 37.34 | 2,987.18 | 6,472.22 | 77,666.67 |
| | STEP C | 39.21 | 3,136.54 | 6,795.83 | 81,550.00 |
| | STEP D | 41.17 | 3,293.37 | 7,135.63 | 85,627.50 |
| | STEP E | 43.23 | 3,458.03 | 7,492.41 | 89,908.88 |
| EXECUTIVE ASSISTANT IV | STEP A | 37.54 | 3,003.36 | 6,507.29 | 78,087.46 |
| | STEP B | 39.42 | 3,153.53 | 6,832.65 | 81,991.84 |
| | STEP C | 41.39 | 3,311.21 | 7,174.29 | 86,091.43 |
| | STEP D | 43.46 | 3,476.77 | 7,533.00 | 90,396.00 |
| | STEP E | 45.63 | 3,650.61 | 7,909.65 | 94,915.80 |
| HUMAN RESOURCES TECHNICIAN | STEP A | 33.68 | 2,694.70 | 5,838.51 | 70,062.15 |
| | STEP B | 35.37 | 2,829.43 | 6,130.44 | 73,565.26 |
| | STEP C | 37.14 | 2,970.90 | 6,436.96 | 77,243.52 |
| | STEP D | 38.99 | 3,119.45 | 6,758.81 | 81,105.70 |
| | STEP E | 40.94 | 3,275.42 | 7,096.75 | 85,160.99 |
| INFORMATION TECHNOLOGY ANALYST | STEP A | 48.11 | 3,849.19 | 8,339.92 | 100,079.04 |
| | STEP B | 50.52 | 4,041.65 | 8,756.92 | 105,082.99 |
| | STEP C | 53.05 | 4,243.74 | 9,194.76 | 110,337.14 |
| | STEP D | 55.70 | 4,455.92 | 9,654.50 | 115,854.00 |
| | STEP E | 58.48 | 4,678.72 | 10,137.23 | 121,646.70 |
| INFORMATION TECHNOLOGY TECHNICIAN | STEP A | 37.90 | 3,031.96 | 6,569.25 | 78,830.94 |
| | STEP B | 39.79 | 3,183.56 | 6,897.71 | 82,772.49 |
| | STEP C | 41.78 | 3,342.74 | 7,242.59 | 86,911.12 |
| | STEP D | 43.87 | 3,509.87 | 7,604.72 | 91,256.67 |
| | STEP E | 46.07 | 3,685.37 | 7,984.96 | 95,819.51 |

**CITY OF NATIONAL CITY**
**CONFIDENTIAL SALARY SCHEDULE**
**EFFECTIVE: JULY 7, 2026**

| DESCRIPTION | STEP | HOURLY | BIWEEKLY | MONTHLY | ANNUAL |
|---|---|---|---|---|---|
| PAYROLL TECHNICIAN I | STEP A | 30.37 | 2,429.26 | 5,263.40 | 63,160.76 |
| | STEP B | 31.88 | 2,550.72 | 5,526.57 | 66,318.80 |
| | STEP C | 33.48 | 2,678.26 | 5,802.90 | 69,634.74 |
| | STEP D | 35.15 | 2,812.17 | 6,093.04 | 73,116.48 |
| | STEP E | 36.91 | 2,952.78 | 6,397.69 | 76,772.30 |
| | | | | | |
| PAYROLL TECHNICIAN II | STEP A | 34.24 | 2,739.43 | 5,935.43 | 71,225.14 |
| | STEP B | 35.95 | 2,876.40 | 6,232.20 | 74,786.39 |
| | STEP C | 37.75 | 3,020.22 | 6,543.81 | 78,525.71 |
| | STEP D | 39.64 | 3,171.23 | 6,871.00 | 82,452.00 |
| | STEP E | 41.62 | 3,329.79 | 7,214.55 | 86,574.60 |
| | | | | | |
| PASSPORT ACCEPTANCE AGENT | STEP A | 26.46 | 2,117.17 | 4,587.20 | 55,046.41 |
| | STEP B | 27.79 | 2,223.03 | 4,816.56 | 57,798.73 |
| | STEP C | 29.18 | 2,334.18 | 5,057.39 | 60,688.67 |
| | STEP D | 30.64 | 2,450.89 | 5,310.26 | 63,723.10 |
| | STEP E | 32.17 | 2,573.43 | 5,575.77 | 66,909.26 |
| | | | | | |
| RECORDS PROGRAM SPECIALIST | STEP A | 31.96 | 2,556.54 | 5,539.18 | 66,470.16 |
| | STEP B | 33.55 | 2,684.37 | 5,816.14 | 69,793.67 |
| | STEP C | 35.23 | 2,818.59 | 6,106.95 | 73,283.35 |
| | STEP D | 36.99 | 2,959.52 | 6,412.29 | 76,947.52 |
| | STEP E | 38.84 | 3,107.50 | 6,732.91 | 80,794.90 |
| | | | | | |
| RISK MANAGEMENT SPECIALIST | STEP A | 33.18 | 2,654.40 | 5,751.20 | 69,014.40 |
| | STEP B | 34.84 | 2,787.12 | 6,038.76 | 72,465.12 |
| | STEP C | 36.58 | 2,926.48 | 6,340.70 | 76,088.38 |
| | STEP D | 38.41 | 3,072.80 | 6,657.73 | 79,892.80 |
| | STEP E | 40.33 | 3,226.44 | 6,990.62 | 83,887.44 |
| | | | | | |
| SENIOR INFORMATION TECHNOLOGY ANALYST | STEP A | 52.92 | 4,233.54 | 9,172.66 | 110,071.91 |
| | STEP B | 55.57 | 4,445.21 | 9,631.29 | 115,575.51 |
| | STEP C | 58.34 | 4,667.47 | 10,112.86 | 121,354.29 |
| | STEP D | 61.26 | 4,900.85 | 10,618.50 | 127,422.00 |
| | STEP E | 64.32 | 5,145.89 | 11,149.43 | 133,793.10 |
| | | | | | |
| EXECUTIVE ASSISTANT II - Part time | STEP A | 33.19 | | | |
| | STEP B | 34.85 | | | |
| | STEP C | 36.60 | | | |
| | STEP D | 38.43 | | | |
| | STEP E | 40.35 | | | |

**CITY OF NATIONAL CITY**
**CONFIDENTIAL SALARY SCHEDULE**
**EFFECTIVE: JULY 6 , 2027**

| DESCRIPTION | STEP | HOURLY | BIWEEKLY | MONTHLY | ANNUAL |
|---|---|---|---|---|---|
| Confidential Assistant (At-Will) | STEP A | 34.89 | 2,791.42 | 6,048.07 | 72,576.87 |
| | STEP B | 36.64 | 2,930.99 | 6,350.48 | 76,205.71 |
| | STEP C | 38.47 | 3,077.54 | 6,668.00 | 80,016.00 |
| | STEP D | 40.39 | 3,231.42 | 7,001.40 | 84,016.80 |
| | STEP E | 42.41 | 3,392.99 | 7,351.47 | 88,217.64 |
| EXECUTIVE ASSISTANT I | STEP A | 30.61 | 2,449.12 | 5,306.43 | 63,677.15 |
| | STEP B | 32.14 | 2,571.58 | 5,571.75 | 66,861.01 |
| | STEP C | 33.75 | 2,700.16 | 5,850.34 | 70,204.06 |
| | STEP D | 35.44 | 2,835.16 | 6,142.86 | 73,714.26 |
| | STEP E | 37.21 | 2,976.92 | 6,450.00 | 77,399.98 |
| EXECUTIVE ASSISTANT II | STEP A | 34.85 | 2,788.31 | 6,041.34 | 72,496.11 |
| | STEP B | 36.60 | 2,927.73 | 6,343.41 | 76,120.91 |
| | STEP C | 38.43 | 3,074.11 | 6,660.58 | 79,926.96 |
| | STEP D | 40.35 | 3,227.82 | 6,993.61 | 83,923.31 |
| | STEP E | 42.37 | 3,389.21 | 7,343.29 | 88,119.47 |
| EXECUTIVE ASSISTANT III | STEP A | 37.34 | 2,987.18 | 6,472.22 | 77,666.67 |
| | STEP B | 39.21 | 3,136.54 | 6,795.83 | 81,550.00 |
| | STEP C | 41.17 | 3,293.37 | 7,135.63 | 85,627.50 |
| | STEP D | 43.23 | 3,458.03 | 7,492.41 | 89,908.88 |
| | STEP E | 45.39 | 3,630.94 | 7,867.03 | 94,404.32 |
| EXECUTIVE ASSISTANT IV | STEP A | 39.42 | 3,153.53 | 6,832.65 | 81,991.84 |
| | STEP B | 41.39 | 3,311.21 | 7,174.29 | 86,091.43 |
| | STEP C | 43.46 | 3,476.77 | 7,533.00 | 90,396.00 |
| | STEP D | 45.63 | 3,650.61 | 7,909.65 | 94,915.80 |
| | STEP E | 47.91 | 3,833.14 | 8,305.13 | 99,661.59 |
| HUMAN RESOURCES TECHNICIAN | STEP A | 35.37 | 2,829.43 | 6,130.44 | 73,565.26 |
| | STEP B | 37.14 | 2,970.90 | 6,436.96 | 77,243.52 |
| | STEP C | 38.99 | 3,119.45 | 6,758.81 | 81,105.70 |
| | STEP D | 40.94 | 3,275.42 | 7,096.75 | 85,160.99 |
| | STEP E | 42.99 | 3,439.19 | 7,451.59 | 89,419.03 |
| INFORMATION TECHNOLOGY ANALYST | STEP A | 50.52 | 4,041.65 | 8,756.92 | 105,082.99 |
| | STEP B | 53.05 | 4,243.74 | 9,194.76 | 110,337.14 |
| | STEP C | 55.70 | 4,455.92 | 9,654.50 | 115,854.00 |
| | STEP D | 58.48 | 4,678.72 | 10,137.23 | 121,646.70 |
| | STEP E | 61.41 | 4,912.66 | 10,644.09 | 127,729.04 |
| INFORMATION TECHNOLOGY TECHNICIAN | STEP A | 39.79 | 3,183.56 | 6,897.71 | 82,772.49 |
| | STEP B | 41.78 | 3,342.74 | 7,242.59 | 86,911.12 |
| | STEP C | 43.87 | 3,509.87 | 7,604.72 | 91,256.67 |
| | STEP D | 46.07 | 3,685.37 | 7,984.96 | 95,819.51 |
| | STEP E | 48.37 | 3,869.63 | 8,384.21 | 100,610.48 |

5% SALARY INCREASE

**CITY OF NATIONAL CITY**
**CONFIDENTIAL SALARY SCHEDULE**
**EFFECTIVE: JULY 6 , 2027**

| DESCRIPTION | STEP | HOURLY | BIWEEKLY | MONTHLY | ANNUAL |
|---|---|---|---|---|---|
| PAYROLL TECHNICIAN I | STEP A | 31.88 | 2,550.72 | 5,526.57 | 66,318.80 |
| | STEP B | 33.48 | 2,678.26 | 5,802.90 | 69,634.74 |
| | STEP C | 35.15 | 2,812.17 | 6,093.04 | 73,116.48 |
| | STEP D | 36.91 | 2,952.78 | 6,397.69 | 76,772.30 |
| | STEP E | 38.76 | 3,100.42 | 6,717.58 | 80,610.92 |
| PAYROLL TECHNICIAN II | STEP A | 35.95 | 2,876.40 | 6,232.20 | 74,786.39 |
| | STEP B | 37.75 | 3,020.22 | 6,543.81 | 78,525.71 |
| | STEP C | 39.64 | 3,171.23 | 6,871.00 | 82,452.00 |
| | STEP D | 41.62 | 3,329.79 | 7,214.55 | 86,574.60 |
| | STEP E | 43.70 | 3,496.28 | 7,575.28 | 90,903.33 |
| PASSPORT ACCEPTANCE AGENT | STEP A | 27.79 | 2,223.03 | 4,816.56 | 57,798.73 |
| | STEP B | 29.18 | 2,334.18 | 5,057.39 | 60,688.67 |
| | STEP C | 30.64 | 2,450.89 | 5,310.26 | 63,723.10 |
| | STEP D | 32.17 | 2,573.43 | 5,575.77 | 66,909.26 |
| | STEP E | 33.78 | 2,702.10 | 5,854.56 | 70,254.72 |
| RECORDS PROGRAM SPECIALIST | STEP A | 33.55 | 2,684.37 | 5,816.14 | 69,793.67 |
| | STEP B | 35.23 | 2,818.59 | 6,106.95 | 73,283.35 |
| | STEP C | 36.99 | 2,959.52 | 6,412.29 | 76,947.52 |
| | STEP D | 38.84 | 3,107.50 | 6,732.91 | 80,794.90 |
| | STEP E | 40.79 | 3,262.87 | 7,069.55 | 84,834.64 |
| RISK MANAGEMENT SPECIALIST | STEP A | 34.84 | 2,787.12 | 6,038.76 | 72,465.12 |
| | STEP B | 36.58 | 2,926.48 | 6,340.70 | 76,088.38 |
| | STEP C | 38.41 | 3,072.80 | 6,657.73 | 79,892.80 |
| | STEP D | 40.33 | 3,226.44 | 6,990.62 | 83,887.44 |
| | STEP E | 42.35 | 3,387.76 | 7,340.15 | 88,081.81 |
| SENIOR INFORMATION TECHNOLOGY ANALYST | STEP A | 55.57 | 4,445.21 | 9,631.29 | 115,575.51 |
| | STEP B | 58.34 | 4,667.47 | 10,112.86 | 121,354.29 |
| | STEP C | 61.26 | 4,900.85 | 10,618.50 | 127,422.00 |
| | STEP D | 64.32 | 5,145.89 | 11,149.43 | 133,793.10 |
| | STEP E | 67.54 | 5,403.18 | 11,706.90 | 140,482.76 |
| EXECUTIVE ASSISTANT II - Part time | STEP A | 34.85 | | | |
| | STEP B | 36.60 | | | |
| | STEP C | 38.43 | | | |
| | STEP D | 40.35 | | | |
| | STEP E | 42.37 | | | |

City of National City
Human Resources Department

# MANAGEMENT POSITIONS
## July 2025

| POSITION TITLE | SALARY BAND (MONTHLY) | SALARY BAND (ANNUAL) |
|---|---|---|
| Asst Director of PW/Engineering | $ 10,716.62 – $ 16,625.00 | $ 128,599.44 – $ 199,500.00 |
| Asst Director of Community Development | $ 10,716.62 – $ 16,625.00 | $ 128,599.44 – $ 199,500.00 |
| Budget Manager | $ 8,797.62 – $ 13,552.27 | $ 105,571.44 – $ 162,627.24 |
| Building Official | $ 9,488.99 – $ 14,720.53 | $ 113,867.88 – $ 176,646.36 |
| City Engineer | $ 10,716.62 – $ 16,625.00 | $ 128,599.44 – $ 199,500.00 |
| Community Development Manager | $ 9,056.76 – $ 14,050.00 | $ 108,681.12 – $ 168,600.00 |
| Community Development Specialist III | $ 6,737.75 – $ 10,127.19 | $ 80,853.02 – $ 121,526.27 |
| Community Services Manager | $ 7,342.42 – $ 11,390.50 | $ 88,109.04 – $ 136,686.00 |
| Deputy City Attorney | $ 9,911.82 – $ 15,376.48 | $ 118,941.84 – $ 184,517.76 |
| Deputy City Clerk | $ 5,852.53 – $ 9,079.20 | $ 70,230.36 – $ 108,950.40 |
| Deputy Director of Human Resources | $ 11,376.38 – $ 17,648.50 | $ 136,516.56 – $ 211,782.00 |
| Emergency Manager | $ 7,569.86 – $ 11,743.33 | $ 90,838.32 – $ 140,919.96 |
| Equipment Maint Supervisor | $ 6,486.59 – $ 10,062.83 | $ 77,839.08 – $ 120,753.96 |
| Facilities Maint Supervisor | $ 5,832.42 – $ 9,048.00 | $ 69,989.04 – $ 108,576.00 |
| Financial Services Officer | $ 8,795.69 – $ 13,645.00 | $ 105,548.28 – $ 163,740.00 |
| Fire Division Chief | $ 10,890.54 – $ 16,894.80 | $ 130,686.48 $ 202,737.60 |
| Homelessness Services Coordinator | $ 7,554.77 $ 11,719.93 | $ 90,657.24 $ 140,639.16 |
| Housing Programs Manager | $ 7,982.16 – $ 12,382.95 | $ 95,785.92 – $ 148,595.40 |
| Human Resources Analyst I | $ 5,839.13 – $ 9,058.40 | $ 70,069.56 $ 108,700.80 |
| Human Resources Analyst II | $ 6,068.67 – $ 9,511.32 | $ 72,824.04 $ 114,135.84 |
| Human Resources Manager | $ 8,644.21 – $ 13,410.00 | $ 103,730.52 – $ 160,920.00 |
| Information Technology Manager | $ 9,574.43 – $ 14,853.08 | $ 114,893.16 – $ 178,236.96 |
| Management Analyst I | $ 5,744.94 – $ 8,912.28 | $ 68,939.28 – $ 106,947.36 |

City of National City
Human Resources Department

# MANAGEMENT POSITIONS
## July 2025

| POSITION TITLE | SALARY BAND (MONTHLY) | | | SALARY BAND (ANNUAL) | | |
|---|---|---|---|---|---|---|
| Management Analyst II | $ 6,204.53 | – | $ 9,357.89 | $ 74,454.36 | – | $ 112,294.68 |
| Management Analyst III | $ 6,681.06 | – | $ 10,364.52 | $ 80,172.72 | – | $ 124,374.24 |
| Neighborhood Council Coordinator | $ 5,528.15 | – | $ 8,575.97 | $ 66,337.80 | – | $ 102,911.64 |
| Neighborhood Services Manager | $ 6,683.69 | – | $ 10,368.60 | $ 80,204.28 | – | $ 124,423.20 |
| Nutrition Program Manager | $ 5,294.59 | – | $ 9,575.36 | $ 63,535.08 | – | $ 114,904.32 |
| Park Superintendent | $ 7,643.60 | – | $ 11,857.73 | $ 91,723.20 | – | $ 142,292.76 |
| PIO/Mgmt Analyst III | $ 6,814.81 | – | $ 10,572.00 | $ 81,777.72 | – | $ 126,864.00 |
| Planning Manager | $ 9,994.66 | – | $ 15,505.00 | $ 119,935.92 | – | $ 186,060.00 |
| Police Captain | $ 12,030.98 | – | $ 18,663.99 | $ 144,371.76 | – | $ 223,967.88 |
| Police Support Services Manager | $ 8,165.05 | – | $ 12,666.68 | $ 97,980.60 | – | $ 152,000.16 |
| Principal Civil Engineer | $ 9,799.92 | – | $ 15,202.90 | $ 117,599.04 | – | $ 182,434.80 |
| Principal Librarian | $ 6,653.65 | – | $ 10,322.00 | $ 79,843.80 | – | $ 123,864.00 |
| Principal Planner | $ 8,485.11 | – | $ 13,163.19 | $ 101,821.32 | – | $ 157,958.28 |
| Project Officer | $ 7,755.45 | – | $ 12,031.25 | $ 93,065.40 | – | $ 144,375.00 |
| Purchasing Agent | $ 7,006.73 | – | $ 10,869.73 | $ 84,080.76 | – | $ 130,436.76 |
| Recreation Superintendent | $ 7,810.08 | – | $ 12,116.00 | $ 93,720.96 | – | $ 145,392.00 |
| Risk Manager | $ 8,674.32 | – | $ 13,456.71 | $ 104,091.84 | – | $ 161,480.52 |
| Senior Accountant | $ 6,409.49 | – | $ 9,943.23 | $ 76,913.88 | – | $ 119,318.76 |
| Special Assistant to the Mayor | $ 4,605.18 | – | $ 7,144.15 | $ 55,262.16 | – | $ 85,729.80 |
| Street Maintenance Supervisor | $ 5,721.87 | – | $ 8,876.50 | $ 68,662.44 | – | $ 106,518.00 |
| Street & Wastewater Maint Superintendent | $ 8,131.21 | – | $ 12,614.18 | $ 97,574.52 | – | $ 151,370.16 |
| Supervising Human Resources Analyst | $ 7,291.46 | – | $ 11,311.45 | $ 87,497.52 | – | $ 135,737.40 |
| Traffic Engineer | $ 9,910.59 | – | $ 15,374.58 | $ 118,927.08 | – | $ 184,494.96 |

City of National City
Human Resources Department

# MANAGEMENT POSITIONS

## July 2025

| POSITION TITLE | SALARY BAND (MONTHLY) | | | SALARY BAND (ANNUAL) | | |
|---|---|---|---|---|---|---|
| Wastewater Supervisor | $ 5,832.42 | – | $ 9,048.00 | $ 69,989.04 | – | $ 108,576.00 |

City of National City
Human Resources Department

# MANAGEMENT POSITIONS
## July 2026

| POSITION TITLE | SALARY BAND (MONTHLY) | | | SALARY BAND (ANNUAL) | | |
|---|---|---|---|---|---|---|
| Asst Director of PW/Engineering | $ 11,252.45 | – | $ 17,456.25 | $ 135,029.41 | – | $ 209,475.00 |
| Asst Director of Community Development | $ 11,252.45 | – | $ 17,456.25 | $ 135,029.41 | – | $ 209,475.00 |
| Budget Manager | $ 9,237.50 | – | $ 14,229.88 | $ 110,850.01 | – | $ 170,758.60 |
| Building Official | $ 9,963.44 | – | $ 15,456.56 | $ 119,561.27 | – | $ 185,478.68 |
| City Engineer | $ 11,252.45 | – | $ 17,456.25 | $ 135,029.41 | – | $ 209,475.00 |
| Community Development Manager | $ 9,509.60 | – | $ 14,752.50 | $ 114,115.18 | – | $ 177,030.00 |
| Community Development Specialist III | $ 7,074.64 | – | $ 10,633.55 | $ 84,895.65 | – | $ 127,602.59 |
| Community Services Manager | $ 7,709.54 | – | $ 11,960.03 | $ 92,514.49 | – | $ 143,520.30 |
| Deputy City Attorney | $ 10,407.41 | – | $ 16,145.30 | $ 124,888.93 | – | $ 193,743.65 |
| Deputy City Clerk | $ 6,145.16 | – | $ 9,533.16 | $ 73,741.88 | – | $ 114,397.92 |
| Deputy Director of Human Resources | $ 11,945.20 | – | $ 18,530.93 | $ 143,342.39 | – | $ 222,371.10 |
| Emergency Manager | $ 7,948.35 | – | $ 12,330.50 | $ 95,380.24 | – | $ 147,965.96 |
| Equipment Maint Supervisor | $ 6,810.92 | – | $ 10,565.97 | $ 81,731.03 | – | $ 126,791.66 |
| Facilities Maint Supervisor | $ 6,124.04 | – | $ 9,500.40 | $ 73,488.49 | – | $ 114,004.80 |
| Financial Services Officer | $ 9,235.47 | – | $ 14,327.25 | $ 110,825.69 | – | $ 171,927.00 |
| Fire Division Chief | $ 11,435.07 | – | $ 17,739.54 | $ 137,220.80 | | $ 212,874.48 |
| Homelessness Services Coordinator | $ 7,932.51 | – | $ 12,305.93 | $ 95,190.10 | | $ 147,671.12 |
| Housing Programs Manager | $ 8,381.27 | – | $ 13,002.10 | $ 100,575.22 | – | $ 156,025.17 |
| Human Resources Analyst I | $ 6,131.09 | – | $ 9,511.32 | $ 73,573.04 | | $ 114,135.84 |
| Human Resources Analyst II | $ 6,372.10 | – | $ 9,986.89 | $ 76,465.24 | | $ 119,842.63 |
| Human Resources Manager | $ 9,076.42 | – | $ 14,080.50 | $ 108,917.05 | – | $ 168,966.00 |
| Information Technology Manager | $ 10,053.15 | – | $ 15,595.73 | $ 120,637.82 | – | $ 187,148.81 |
| Management Analyst I | $ 6,032.19 | – | $ 9,357.89 | $ 72,386.24 | – | $ 112,294.73 |

City of National City
Human Resources Department

# MANAGEMENT POSITIONS
## July 2026

| POSITION TITLE | SALARY BAND (MONTHLY) | | | SALARY BAND (ANNUAL) | | |
|---|---|---|---|---|---|---|
| Management Analyst II | $ 6,514.76 | – | $ 9,825.78 | $ 78,177.08 | – | $ 117,909.41 |
| Management Analyst III | $ 7,015.11 | – | $ 10,882.75 | $ 84,181.36 | – | $ 130,592.95 |
| Neighborhood Council Coordinator | $ 5,804.56 | – | $ 9,004.77 | $ 69,654.69 | – | $ 108,057.22 |
| Neighborhood Services Manager | $ 7,017.87 | – | $ 10,887.03 | $ 84,214.49 | – | $ 130,644.36 |
| Nutrition Program Manager | $ 5,559.32 | – | $ 10,054.13 | $ 66,711.83 | – | $ 120,649.54 |
| Park Superintendent | $ 8,025.78 | – | $ 12,450.62 | $ 96,309.36 | – | $ 149,407.40 |
| PIO/Mgmt Analyst III | $ 7,155.55 | – | $ 11,100.60 | $ 85,866.61 | – | $ 133,207.20 |
| Planning Manager | $ 10,494.39 | – | $ 16,280.25 | $ 125,932.72 | – | $ 195,363.00 |
| Police Captain | $ 12,632.53 | – | $ 19,597.19 | $ 151,590.35 | – | $ 235,166.27 |
| Police Support Services Manager | $ 8,573.30 | – | $ 13,300.01 | $ 102,879.63 | – | $ 159,600.17 |
| Principal Civil Engineer | $ 10,289.92 | – | $ 15,963.05 | $ 123,478.99 | – | $ 191,556.54 |
| Principal Librarian | $ 6,986.33 | – | $ 10,838.10 | $ 83,835.99 | – | $ 130,057.20 |
| Principal Planner | $ 8,909.37 | – | $ 13,821.35 | $ 106,912.39 | – | $ 165,856.19 |
| Project Officer | $ 8,143.22 | – | $ 12,632.81 | $ 97,718.67 | – | $ 151,593.75 |
| Purchasing Agent | $ 7,357.07 | – | $ 11,413.22 | $ 88,284.80 | – | $ 136,958.60 |
| Recreation Superintendent | $ 8,200.58 | – | $ 12,721.80 | $ 98,407.01 | – | $ 152,661.60 |
| Risk Manager | $ 9,108.04 | – | $ 14,129.55 | $ 109,296.43 | – | $ 169,554.55 |
| Senior Accountant | $ 6,729.96 | – | $ 10,440.39 | $ 80,759.57 | – | $ 125,284.70 |
| Special Assistant to the Mayor | $ 4,835.44 | – | $ 7,501.36 | $ 58,025.27 | – | $ 90,016.29 |
| Street Maintenance Supervisor | $ 6,007.96 | – | $ 9,320.33 | $ 72,095.56 | – | $ 111,843.90 |
| Street & Wastewater Maint Superintendent | $ 8,537.77 | – | $ 13,244.89 | $ 102,453.25 | – | $ 158,938.67 |
| Supervising Human Resources Analyst | $ 7,656.03 | – | $ 11,877.02 | $ 91,872.40 | – | $ 142,524.27 |
| Traffic Engineer | $ 10,406.12 | – | $ 16,143.31 | $ 124,873.43 | – | $ 193,719.71 |

City of National City
Human Resources Department

# MANAGEMENT POSITIONS

## July 2026

| POSITION TITLE | SALARY BAND (MONTHLY) | | | SALARY BAND (ANNUAL) | | |
|---|---|---|---|---|---|---|
| Wastewater Supervisor | $ 6,124.04 | – | $ 9,500.40 | $ 73,488.49 | – | $ 114,004.80 |

City of National City
Human Resources Department

# MANAGEMENT POSITIONS
## July 2027

| POSITION TITLE | SALARY BAND (MONTHLY) | SALARY BAND (ANNUAL) |
|---|---|---|
| Asst Director of PW/Engineering | $ 11,815.07 – $ 18,329.06 | $ 141,780.88 – $ 219,948.75 |
| Asst Director of Community Development | $ 11,815.07 – $ 18,329.06 | $ 141,780.88 – $ 219,948.75 |
| Budget Manager | $ 9,699.38 – $ 14,941.38 | $ 116,392.51 – $ 179,296.53 |
| Building Official | $ 10,461.61 – $ 16,229.38 | $ 125,539.34 – $ 194,752.61 |
| City Engineer | $ 11,815.07 – $ 18,329.06 | $ 141,780.88 – $ 219,948.75 |
| Community Development Manager | $ 9,985.08 – $ 15,490.13 | $ 119,820.93 – $ 185,881.50 |
| Community Development Specialist III | $ 7,428.37 – $ 11,165.23 | $ 89,140.43 – $ 133,982.72 |
| Community Services Manager | $ 8,095.02 – $ 12,558.03 | $ 97,140.22 – $ 150,696.32 |
| Deputy City Attorney | $ 10,927.78 – $ 16,952.57 | $ 131,133.38 – $ 203,430.83 |
| Deputy City Clerk | $ 6,452.41 – $ 10,009.82 | $ 77,428.97 – $ 120,117.82 |
| Deputy Director of Human Resources | $ 12,542.46 – $ 19,457.47 | $ 150,509.51 – $ 233,489.66 |
| Emergency Manager | $ 8,345.77 – $ 12,947.02 | $ 100,149.25 – $ 155,364.26 |
| Equipment Maint Supervisor | $ 7,151.47 – $ 11,094.27 | $ 85,817.59 – $ 133,131.24 |
| Facilities Maint Supervisor | $ 6,430.24 – $ 9,975.42 | $ 77,162.92 – $ 119,705.04 |
| Financial Services Officer | $ 9,697.25 – $ 15,043.61 | $ 116,366.98 – $ 180,523.35 |
| Fire Division Chief | $ 12,006.82 – $ 18,626.52 | $ 144,081.84 $ 223,518.20 |
| Homelessness Services Coordinator | $ 8,329.13 – $ 12,921.22 | $ 99,949.61 $ 155,054.67 |
| Housing Programs Manager | $ 8,800.33 – $ 13,652.20 | $ 105,603.98 – $ 163,826.43 |
| Human Resources Analyst I | $ 6,437.64 – $ 9,986.89 | $ 77,251.69 $ 119,842.63 |
| Human Resources Analyst II | $ 6,690.71 – $ 10,486.23 | $ 80,288.50 $ 125,834.76 |
| Human Resources Manager | $ 9,530.24 – $ 14,784.53 | $ 114,362.90 – $ 177,414.30 |
| Information Technology Manager | $ 10,555.81 – $ 16,375.52 | $ 126,669.71 – $ 196,506.25 |
| Management Analyst I | $ 6,333.80 – $ 9,825.79 | $ 76,005.56 – $ 117,909.46 |

City of National City
Human Resources Department

# MANAGEMENT POSITIONS

## July 2027

| POSITION TITLE | SALARY BAND (MONTHLY) | | | SALARY BAND (ANNUAL) | | |
|---|---|---|---|---|---|---|
| Management Analyst II | $ 6,840.49 | – | $ 10,317.07 | $ 82,085.93 | – | $ 123,804.88 |
| Management Analyst III | $ 7,365.87 | – | $ 11,426.88 | $ 88,390.42 | – | $ 137,122.60 |
| Neighborhood Council Coordinator | $ 6,094.79 | – | $ 9,455.01 | $ 73,137.42 | – | $ 113,460.08 |
| Neighborhood Services Manager | $ 7,368.77 | – | $ 11,431.38 | $ 88,425.22 | – | $ 137,176.58 |
| Nutrition Program Manager | $ 5,837.29 | – | $ 10,556.83 | $ 70,047.43 | – | $ 126,682.01 |
| Park Superintendent | $ 8,427.07 | – | $ 13,073.15 | $ 101,124.83 | – | $ 156,877.77 |
| PIO/Mgmt Analyst III | $ 7,513.33 | – | $ 11,655.63 | $ 90,159.94 | – | $ 139,867.56 |
| Planning Manager | $ 11,019.11 | – | $ 17,094.26 | $ 132,229.35 | – | $ 205,131.15 |
| Police Captain | $ 13,264.16 | – | $ 20,577.05 | $ 159,169.87 | – | $ 246,924.59 |
| Police Support Services Manager | $ 9,001.97 | – | $ 13,965.01 | $ 108,023.61 | – | $ 167,580.18 |
| Principal Civil Engineer | $ 10,804.41 | – | $ 16,761.20 | $ 129,652.94 | – | $ 201,134.37 |
| Principal Librarian | $ 7,335.65 | – | $ 11,380.01 | $ 88,027.79 | – | $ 136,560.06 |
| Principal Planner | $ 9,354.83 | – | $ 14,512.42 | $ 112,258.01 | – | $ 174,149.00 |
| Project Officer | $ 8,550.38 | – | $ 13,264.45 | $ 102,604.60 | – | $ 159,173.44 |
| Purchasing Agent | $ 7,724.92 | – | $ 11,983.88 | $ 92,699.04 | – | $ 143,806.53 |
| Recreation Superintendent | $ 8,610.61 | – | $ 13,357.89 | $ 103,327.36 | – | $ 160,294.68 |
| Risk Manager | $ 9,563.44 | – | $ 14,836.02 | $ 114,761.25 | – | $ 178,032.27 |
| Senior Accountant | $ 7,066.46 | – | $ 10,962.41 | $ 84,797.55 | – | $ 131,548.93 |
| Special Assistant to the Mayor | $ 5,077.21 | – | $ 7,876.43 | $ 60,926.53 | – | $ 94,517.10 |
| Street Maintenance Supervisor | $ 6,308.36 | – | $ 9,786.34 | $ 75,700.34 | – | $ 117,436.10 |
| Street & Wastewater Maint Superintendent | $ 8,964.66 | – | $ 13,907.13 | $ 107,575.91 | – | $ 166,885.60 |
| Supervising Human Resources Analyst | $ 8,038.83 | – | $ 12,470.87 | $ 96,466.02 | – | $ 149,650.48 |
| Traffic Engineer | $ 10,926.43 | – | $ 16,950.47 | $ 131,117.11 | – | $ 203,405.69 |

City of National City
Human Resources Department

# MANAGEMENT POSITIONS

## July 2027

| POSITION TITLE | SALARY BAND (MONTHLY) | SALARY BAND (ANNUAL) |
|---|---|---|
| Wastewater Supervisor | $ 6,430.24 – $ 9,975.42 | $ 77,162.92 – $ 119,705.04 |

City of National City
Human Resources Department

# EXECUTIVE POSITIONS
## July 2025

| POSITION TITLE | SALARY BAND (MONTHLY) | SALARY BAND (ANNUAL) |
|---|---|---|
| City Manager | To be determined by employment agreement | To be determined by employment agreement |
| City Attorney | $18,218.58 | $218,623.60 |
| City Clerk | $ 11,312.50 – $ 15,083.33 | $ 135,750.00 – $ 181,000.00 |
| City Librarian | $ 13,750.00 – $ 18,333.33 | $ 165,000.00 – $ 220,000.00 |
| Community Services Director | $ 13,750.00 – $ 18,333.33 | $ 165,000.00 – $ 220,000.00 |
| Deputy City Manager | $ 15,625.00 – $ 20,833.33 | $ 187,500.00 – $ 250,000.00 |
| Director of Community Development | $ 15,000.00 – $ 20,000.00 | $ 180,000.00 – $ 240,000.00 |
| Director of Finance | $ 14,625.00 – $ 19,500.00 | $ 175,500.00 – $ 234,000.00 |
| Director of Public Works/City Engineer | $ 15,000.00 – $ 20,000.00 | $ 180,000.00 – $ 240,000.00 |
| Fire Chief | $ 15,625.00 – $ 20,833.33 | $ 187,500.00 – $ 250,000.00 |
| Human Resources Director | $ 14,625.00 – $ 19,500.00 | $ 175,500.00 – $ 234,000.00 |
| Police Chief | $ 18,733.33 – $ 23,416.67 | $ 224,800.00 – $ 281,000.00 |
| Assistant City Attorney | $ 14,625.00 – $ 19,500.00 | $ 175,500.00 – $ 234,000.00 |

City of National City
Human Resources Department

# EXECUTIVE POSITIONS
## July 2026

| POSITION TITLE | SALARY BAND (MONTHLY) | SALARY BAND (ANNUAL) |
|---|---|---|
| City Manager | To be determined by employment agreement | To be determined by employment agreement |
| City Attorney | $18,218.58 | $218,623.60 |
| City Clerk | $ 11,878.13 – $ 15,837.50 | $ 142,537.50 – $ 190,050.00 |
| City Librarian | $ 14,437.50 – $ 19,250.00 | $ 173,250.00 – $ 231,000.00 |
| Community Services Director | $ 14,437.50 – $ 19,250.00 | $ 173,250.00 – $ 231,000.00 |
| Deputy City Manager | $ 16,406.25 – $ 21,875.00 | $ 196,875.00 – $ 262,500.00 |
| Director of Community Development | $ 15,750.00 – $ 21,000.00 | $ 189,000.00 – $ 252,000.00 |
| Director of Finance | $ 15,356.25 – $ 20,475.00 | $ 184,275.00 – $ 245,700.00 |
| Director of Public Works/City Engineer | $ 15,750.00 – $ 21,000.00 | $ 189,000.00 – $ 252,000.00 |
| Fire Chief | $ 16,406.25 – $ 21,875.00 | $ 196,875.00 – $ 262,500.00 |
| Human Resources Director | $ 15,356.25 – $ 20,475.00 | $ 184,275.00 – $ 245,700.00 |
| Police Chief | $ 19,670.00 – $ 24,587.50 | $ 236,040.00 – $ 295,050.00 |
| Assistant City Attorney | $ 15,356.25 – $ 20,475.00 | $ 184,275.00 – $ 245,700.00 |

City of National City
Human Resources Department

# EXECUTIVE POSITIONS
## July 2027

| POSITION TITLE | SALARY BAND (MONTHLY) | SALARY BAND (ANNUAL) |
|---|---|---|
| City Manager | To be determined by employment agreement | To be determined by employment agreement |
| City Attorney | $18,218.58 | $218,623.60 |
| City Clerk | $ 12,472.03 – $ 16,629.38 | $ 149,664.38 – $ 199,552.50 |
| City Librarian | $ 15,159.38 – $ 20,212.50 | $ 181,912.50 – $ 242,550.00 |
| Community Services Director | $ 15,159.38 – $ 20,212.50 | $ 181,912.50 – $ 242,550.00 |
| Deputy City Manager | $ 17,226.56 – $ 22,968.75 | $ 206,718.75 – $ 275,625.00 |
| Director of Community Development | $ 16,537.50 – $ 22,050.00 | $ 198,450.00 – $ 264,600.00 |
| Director of Finance | $ 16,124.06 – $ 21,498.75 | $ 193,488.75 – $ 257,985.00 |
| Director of Public Works/City Engineer | $ 16,537.50 – $ 22,050.00 | $ 198,450.00 – $ 264,600.00 |
| Fire Chief | $ 17,226.56 – $ 22,968.75 | $ 206,718.75 – $ 275,625.00 |
| Human Resources Director | $ 16,124.06 – $ 21,498.75 | $ 193,488.75 – $ 257,985.00 |
| Police Chief | $ 20,653.50 – $ 25,816.88 | $ 247,842.00 – $ 309,802.50 |
| Assistant City Attorney | $ 16,124.06 – $ 21,498.75 | $ 193,488.75 – $ 257,985.00 |

# EXHIBIT D

Increase Appropriations by Fund
for Fiscal Year 2025-2026

| **Fund** | | **Fiscal Year 2026** |
|---|---|---|
| General Fund | $ | 899,917 |
| Library Fund | $ | 45,944 |
| Park Maintenance Fund | $ | 25,538 |
| Gas Tax Fund | $ | 13,634 |
| Sewer Service Fund | $ | 54,700 |
| CDBG Grant Fund | $ | 5,934 |
| Housing Authority | $ | 33,571 |
| Section 8 Fund | $ | 38,681 |
| HOME Fund | $ | 5,934 |
| Low & Moderate Income Housing Fund | $ | 11,658 |
| Facility Maintenance Fund | $ | 16,028 |
| Information Technology Fund | $ | 39,161 |
| Unemployment Insurance Fund | $ | 3,195 |
| Motor Vehicle Service Fund | $ | 10,422 |
| **Total** | **$** | **1,204,317** |

# SUMMARY OF KEY CONFIDENTIAL CHANGES

**Term: July 1, 2025 – June 30, 2028 (Changes effective July 8, 2025 unless otherwise indicated)**

| | |
|---|---|
| **Wages** | Increase base salary for all classifications below the market median to the market median effective in July 2025.<br><br>5% in July 2026<br>5% in July 2027 |
| **Holidays** | Additional one (1) floating holiday per year |
| **Retiree Health Benefits** | Employees who retire from the City and who have at least 20 years of service shall be entitled to receive a benefit of $20/month for each year of pensionable service with the City as the City's contribution towards medical insurance when the employee retires from CalPERS simultaneously with separating from the City. This contribution shall continue until the retiree qualifies for Medicare. Notwithstanding, effective July 1, 2025, eligible employees will receive a minimum of five (5) years of the contribution even if they retire less than five (5) years from Medicare eligibility or after becoming eligible for Medicare. |
| **Pay Differentials** | Bilingual Pay: Increase from $50 per pay period to $150 per pay period for FT employees. |
| **Incentive Pay** | Residential Incentive Pay: Effective 2026, $100 per pay period for FT employees. |

# SUMMARY OF KEY EXECUTIVE CHANGES

**Term: July 1, 2025 – June 30,2028 (Changes effective July 2025 unless otherwise indicated)**

| | |
|---|---|
| **Wages** | Increase base salary for all classifications below the market median to the market median effective in July 2025.<br><br>5% in July 2026<br>5% in July 2027 |
| **Holidays** | Add 1 floating holiday per year |
| **Pay Differentials** | Police Chief: Receive 10% POST Pay<br>Police Chief: Eligible for Bilingual Pay |
| **Severance** | Eligible for severance package |
| **Incentive Pay** | Residential Incentive Pay: Effective 2026, $100 per pay period for FT employees. |

# SUMMARY OF KEY MANAGEMENT CHANGES

**Term: July 1, 2025 – June 30,2028 (Changes effective July 2025 unless otherwise indicated)**

| | |
|---|---|
| **Wages** | Increase base salary for all classifications below the market median to the market median effective in July 2025.<br><br>5% in July 2026<br>5% in July 2027 |
| **Holidays** | Add 1 floating holiday per year |
| **Pay Differentials** | Police Captains: Receive 10% POST Pay<br>Police Captains: Eligible for Bilingual Pay |
| **Incentive Pay** | Residential Incentive Pay: Effective 2026, $100 per pay period for FT employees. |

# AGENDA REPORT

**Department:** **Planning**
**Prepared by:** **David Welch, Associate Planner**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Notice of Decision – Planning Commission Approval of a Zone Variance (ZV) for a Less-Than-Required Street Wall for a Proposed Development at a Property Located at 3040 East 16th Street.

**RECOMMENDATION:**
Staff Recommends Approval of the Request for a Zone Variance, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2025-09, and a Determination that the Project is Exempt from CEQA. The Granting of a Zone Variance is Allowable with Findings Pursuant to Section 18.12.120 of the Land Use Code.

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
On August 18, 2025, the Planning Commission recommended approval of the ZV by a vote of 5-1 with one seat currently vacant.

Ayes: Armenta, Castle, Miller, Sanchez, Valenzuela Nays: Quinones

The City Council held a public hearing on October 7, 2025 to consider a related item for a Zone Change for the property that would allow the requested development. The Council adopted a resolution approving the General Plan Land Use Map Amendment and certifying a Negative Declaration for the Zone Change, and introduced an Ordinance approving the Zone Change.

**EXPLANATION:**
The applicant proposes to develop a vacant property at 3040 East 16th Street with a five-unit multi-family residential structure and requested a Zone Variance for a less than required street wall in order to accommodate a two-way driveway for the provision of off-street parking spaces. This request is related to a public hearing item for a General Plan Amendment and Zone Change that went before the City Council on October 7, 2025. These items are to be considered for approval separately.

The Planning Commission conducted a public hearing on August 18, 2025, and voted to recommend approval of the request, 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 ZV. 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. In-fill Development Projects. CCR 15332.

**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 – 8/18/2025 Planning Commission PowerPoint slides

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

# PLANNING COMMISSION STAFF REPORT

| | |
|---|---|
| Title: | PUBLIC HEARING – CONSIDERATION OF CERTIFICATION OF A NEGATIVE DECLARATION AND APPROVAL OF A GENERAL PLAN AMENDMENT AND ZONE CHANGE TO CHANGE THE ZONING FROM RS-2 (SMALL LOT RESIDENTIAL) TO MXC-1 (MINOR MIXED-USE CORRIDOR) FOR PROPERTIES LOCATED AT 3040, 3042-3046, 3102-3104, & 3106-3108 EAST 16TH STREET AND 1540 SOUTH HARBISON AVENUE AND CONSIDERATION OF A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT) FOR A ZONE VARIANCE REQUEST FOR LESS THAN REQUIRED STREET WALL FOR A PROPERTY LOCATED AT 3040 EAST 16TH STREET |
| Case File No.: | 2025-02 GPA, ZC, ZV, IS |
| Location: | 3040 East 16th Street, et al. |
| Assessor's Parcel Nos.: | 558-162-18, 558-220-06, 558-220-07, 558-220-35, 558-220-42, 558-220-11 |
| Staff report by: | David Welch, Associate Planner |
| Applicant: | Sushmitha Kudari |
| Zoning designation: | Small Lot Residential (RS-2) |
| Adjacent use and zoning: | |
| North: | Single-Family Residential (RS-2) |
| East: | Single-Family Residential and Office (RS-2) |
| South: | Single and Multi-Family Residential in Minor Mixed-Use Corridor (MXC-1) |

| | |
|---|---|
| West: | Single-Family Residential (RS-2) |
| Environmental review: | The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and an Initial Study checklist and determination of a Negative Declaration (ND) pursuant to Section 15070 of the CEQA Guidelines were completed for the General Plan Amendment and Zone Change. Staff is also recommending that the Zone Variance be determined categorically exempt from environmental review pursuant to Class 32, Section 15332 (In-Fill Development Projects) for which a Notice of Exemption will be filed subsequent to approval of the Zone Variance. |
| Staff recommendation: | Certify the Negative Declaration, determine that the Zone Variance request is categorically exempt from CEQA, and approve the General Plan Amendment, Zone Change, and Zone Variance based on the attached findings and subject to the attached Conditions of Approval. |

Staff Recommendation

Staff recommends approval of the proposed General Plan Amendment (GPA) to change the subject properties from Low-Medium Density Residential to the Medium, Mixed-Use land use designation, a Zone Change (ZC) from the RS-2 zone to the MXC-1 zone, and a Zone Variance (ZV) request for less than the required street wall to allow for the development of a medium-density, multi-family residential project. The proposal meets General Plan policies related to Housing and Land Use and the proposed development is consistent with the General Plan with the approval of the requested GPA, ZC, and ZV.

Executive Summary

The applicant is proposing to develop the property at 3040 East 16th Street with a five-unit multi-family residential building. The proposed development requires the existing single-family zoning to be changed to a zone that permits multi-family dwellings and a variance to allow for a reduced street wall to accommodate a two-way driveway on the property. For consistency with the existing development pattern and zoning in the area, the applicant has included neighboring properties with this request. This type of change requires a GPA and ZC. The developer has applied for and has requested the changes. The amendment and zone change were initiated together by the Planning Commission last year.

Site Characteristics

The applicant intends to develop a 0.45-acre property located in the Small Lot Residential (RS-2) zone at 3040 East 16th Street. The block of East 16th Street, between South Lanoitan Avenue and Rachael Avenue, is unique in that it is bounded to the south by an undeveloped or “paper” street – East 17th Street. The applicant’s property is 66 feet wide and 295 feet deep, but has no useable right-of-way access at the rear. Most of the properties with frontage along East 17th Street have not made the necessary dedications for the right-of-way to be improved making it infeasible to utilize this frontage. In addition, the applicant’s property and the surrounding area generally slopes up to the east and down toward East 17th Street. The front of the applicant’s property is also a few feet higher than East 16th Street.

In addition to the applicant’s property, four neighboring properties in the RS-2 zone are included in the request for the ZC. All four additional property owners provided support for the request. The purpose for the inclusion is for consistency with the requested zone, Minor, Mixed-Use Corridor (MXC-1), and the creation of a cohesive district. All properties are also in close proximity to MTS bus stops at

East 16th and South Harbison Avenue, which contribute to potential corridor development. Each property is currently occupied by a use that would currently be considered non-conforming in the RS-2 zone. These four additional properties were zoned Limited Commercial and RS-3 under the previous code. The additional properties are as follows:

- 3042-3046 East 16th Street
- 3102-3104 East 16th Street
- 3106-3108 East 16th Street
- 1540 South Harbison Avenue

3042-3046 East 16th Street and the adjacent 3102-3104 East 16th Street are currently occupied by multi-family residential buildings, which are not permitted within the RS-2 zone. The structures are considered legal, non-conforming. The applicant's property is adjacent to 3042-3046 East 16th Street and is proposed to have a similar development. 3102-3104 East 16th Street is also occupied by a legal, non-conforming multi-family residential use, which takes up the majority of the lot; 3106-3108 East 16th Street is a mixed-use property with a legal, non-conforming liquor store and attached housing unit; 1540 South Harbison Avenue is across East 16th Street from the other properties and is occupied by a legal, non-conforming preschool. The applicant's proposal for a zone change would expand an existing MXC-1 district to the south of the aforementioned properties across the undeveloped East 17th Street right-of-way. The current boundaries of this district are East 17th Street to the north, Rachael Avenue to the east, East 19th Street to the south, and Interstate 805 to the west.

Proposed Use

The applicant intends to construct a five-unit, multi-family dwelling on the property located at 3040 East 16th Street. Multi-unit dwellings are not permitted in the RS-2 zone and the applicant is requesting a General Plan Amendment to the Medium, Mixed-Use designation and a Zone Change to the MXC-1 zone, which would permit the use. Should the property be re-zoned, the development would need to conform to all applicable standards of the zone as well as other applicable codes. The applicant is also requesting a variance for less than the required street wall to accommodate a two-way driveway along East 16th Street. Also of note, the Fire Department has identified requirements related to fire access that would restrict the location and height of proposed structure on the site. The applicant is only proposing a two-story building with five units to comply with comments provided by the Fire Department. No additional development is

proposed for the other four properties in this request. However, the change in zoning could potentially allow for additional land uses or future development proposals in conformance with the standards of the proposed zone.

Analysis

When considering a General Plan Amendment and Zone Change, the Planning Commission must take into account the surrounding land uses and neighborhood makeup, as well as consistency with the General Plan and other governing documents.

To describe the neighborhood makeup, it would be helpful to look at the densities of the properties within their existing use categories starting with the predominant land use: single-family residential. Staff examined several blocks including and adjacent to the project area and had the following findings:

- The south side of East 16th Street, between South Lanoitan Avenue and Rachael Avenue, has an average lot size of 14,003 square feet resulting in a density of 3.1 dwelling units per acre. The block face is currently zoned RS-2.
- The north side of East 18th Street, between South Lanoitan Avenue and Rachael Avenue, has an average lot size of 13,607 square feet resulting in a density of 3.2 dwelling units per acre. The block face is currently zoned MXC-1.
- The north side of East 16th Street, between South Lanoitan Avenue and Rachael Avenue, has an average lot size of 8,471 square feet resulting in a density of 5.3 dwelling units per acre.
- The block comprised of the east side of Earle Drive and the west side of Harbison Avenue has an average lot size of 8,921 square feet resulting in a density of 5 dwelling units per acre.
- The east side of Harbison Avenue, between East Plaza Boulevard and East 16th Street has an average lot size of 17,368 square feet resulting in a density of 2.5 dwelling units per acre.

The land use designation Low-Medium Density Residential allows for residential development of up to nine dwelling units per acre. The current development pattern in the area, excluding multi-family and commercial uses, conforms with, and is below the prescribed density of this General Plan designation as well as the standards of the RS-2 zone. The RS-2 zone generally allows one single-

family residence per lot, although State law provides for opportunities to add up to three additional units.

There are relatively few properties occupied by commercial uses within the area. These include the liquor store and preschool within the area proposed for the Zone Change, a small office property located at the corner of East 16th Street and Rachael Avenue, and another liquor store and SDG&E substation located on South Lanoitan Avenue, between East 17th Street and East 18th Street. Most commercial land uses in the area are located half a mile to the north along East Plaza Boulevard. It is notable that the applicant's proposal would incorporate two of the three commercial properties within the RS-2 zone within the proposed Zone Change. Should this area be rezoned, they would also comply with the maximum floor area ratio requirement.

Finally, the area also has a few properties that are currently occupied by multi-unit residential properties. The only existing multi-family properties in the RS-2 zone with three or more units are included in the proposed area for the Zone Change. Approximately seven properties along East 18th Street in the MXC-1 zone have at least three units. The General Plan land use designation for this area, Medium-Mixed Use, as well as the zone district allow for up to 48 dwelling units per acre. The site with the most units and the highest density in the area is located at 3103-3107 East 18th Street with 24 units and a density of 29 dwelling units per acre. This development is within the existing MXC-1 zone and below the permitted density. The two multi-family properties proposed within the zone change area have six and seven units and range from 14 to 15 dwelling units per acre. The applicant's proposed project would have a density of approximately 11 dwelling units per acre.

While the existing density of the surrounding blocks is much lower than most of National City, the applicant's proposal is unique in that it intends to incorporate properties that are inconsistent with their current zone district, the RS-2 zone. The City has already, through the General Plan and Zoning Map, established a Minor, Mixed-Use Corridor district in the area that is heavily under-utilized from a development perspective. By adding five properties to this zone, there will be relatively little change to the overall character and makeup of the neighborhood.

General Plan

There are several General Plan Policies within the Housing and Land Use Elements that are pertinent to this proposal, specifically:

**Policy H-1.1**: Provide an adequate supply of land zoned for residential development to meet the projected housing need.

**Policy H-2.1**: Promote residential development on underutilized land and remove barriers to infill development.

**Policy LU-2.1**: Facilitate the development of a variety of housing types to meet the Regional Housing Needs Assessment allocations while enhancing the City's community character.

**Policy LU-3.1**: Support the creation and expansion of mixed-use, commercial, and higher density residential development in transit priority areas and along mixed-use corridors.

The applicant's property is currently vacant and lacks the street frontage that would be required for a subdivision consisting of multiple lots. The proposed Zone Change would allow for a medium density infill project on a property that would otherwise be undeveloped or underutilized and increase the amount of land in the City zoned for this type of housing. The area already has some diversity with regard to residential housing types as well as commercial buildings – there are apartment buildings, businesses, and single-family residences that comprise the area in which the project is located. Adjacent to the site to the east and south are medium density apartments. The proposed expansion of the MXC-1 district will help promote the viability of this district as well as allow for more development in close proximity to public transit.

Land Use Code

The conceptual site plan provided by the applicant lacks the information needed to review for conformance with all aspects of Land Use Code. However, the proposed project does conform with most of the development standards related to a multi-unit development within the MXC-1 zone. The one exception to this is the street wall requirement for new development, which is 75%. The applicant would not be able to meet this requirement while providing access to the property with a two-way driveway and has requested a Zone Variance to accommodate a driveway for the proposed development.

Mailing

All property owners and occupants within a distance of 300 feet of the property are required to be notified of a public hearing for GPA, ZC, and ZVs. Notice of this public hearing was sent to 145 occupants and owners. Notices for the GPA and ZC were sent in advance of the notice for the ZV to accommodate a required 20-day noticing period for zone changes. As of the writing of this staff report, one public comment was received with concerns related to parking and privacy.

Findings for Approval

1. The following finding is recommended for the General Plan Amendment and Zone Change:

   The proposal is consistent with General Plan Policies H-1.1, H-2.1, LU-2.1 and LU-3.1 because the proposed General Plan Amendment and Zone Change would allow for an undeveloped and underutilized site to be developed with a residential infill project. The change would also promote the viability of the expanded MXC-1 zoning district.

2. In addition, the Municipal Code contains three required findings for Zone Variances as follows:

Variances from the terms of Title 18 shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of Title 18 deprives such property of privileges enjoyed by other properties in the vicinity and under identical zoning classification.

a. The property is less than 66 feet wide, which would not allow for a standard two-way driveway providing access to a parking area on site if it was developed in compliance with the street wall requirement. Most existing commercial, mixed-use, or multi-family residential development in the MXC-1 zone was developed prior to the street wall requirement and includes both driveways and off-street parking. A reduced street wall would allow for a new development on site to include a driveway and off-street parking.

Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges

inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.

b. The proposed development includes a primary structure at the front of the property and parking in the back where it can be adequately screened, thereby following the intent of the street wall requirement. The reduction would only allow for the practical inclusion of a two-way driveway. Most existing development on other properties in the zone have existing driveways and minimal street wall presence.

A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property.

c. The applicant proposed to construct a multi-family residential structure on the subject property. Multi-family residential development is a permitted use in the zone.

Finding for Denial

The following finding is recommended by staff should the Planning Commission deny the application:

The proposed development is not consistent with the General Plan, because the proposed use and expansion of the MXC-1 zone would be out of character with that of the surrounding area.

California Environmental Quality Act (CEQA)

Considerations related to conversion of single-family residential to mixed-use zoning as well as infill development of vacant lots include potential impacts to the natural environment and the existing surrounding urban development. In order to analyze any potential impacts resulting from the Zone Change and proposed development, a CEQA checklist (Initial Study) was prepared. Of note, the checklist addressed air quality and GHG from the potential for new development, possible impacts to biological resources, noise, and traffic. Findings of no impact for these areas of concern were largely due to the lack of any natural habitat within the subject properties and the limits on new development in the area. The only vacant property in the area is constrained by access issues and can only

support five new units. Thus, additional air quality, noise, and traffic issues are not anticipated.

Based on the analyses presented in the attached CEQA checklist, it is concluded that the project: (a) would not have the potential to degrade the quality of the environment, impact the habitat of a fish or wildlife species, cause fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory; (b) would not have impacts that are individually limited, but cumulatively considerable; and, (c) would not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly. No significant impacts to the environment have been identified as a result of this project. Approval of the project is not expected to have any significant impacts, either long-term or short-term, nor will it cause substantial adverse effects on human beings, either directly or indirectly. As such, it is expected that project implementation would have no impact with respect to these mandatory findings of significance. Because no mitigation is required, the CEQA document converts to a Negative Declaration (ND).

The City established a 20-day public review and comment period from May 16, 2025 to June 15, 2025. During this period, the CEQA checklist (Initial Study or "IS") was available for review. A Notice of Intent (NOI) for the ND was posted at City Hall.

The ZV request was not evaluated with the Initial Study and staff is recommending a separate determination that the ZV is exempt from CEQA review.

Negative Declaration Analysis

In the CEQA checklist, there are four possible impacts: "Potentially Significant Impact", "Less Than Significant w/ Mitigation Incorporation", "Less Than Significant Impact", and "No Impact." Almost all sections on the checklist had checkmarks for "No Impact." The remaining two sections were related to general earthquake hazards in the City and had a checkmark for "Less Than Significant Impact."

The following are recommended findings for the certification of the Negative Declaration:

1. That the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory, because the properties are mostly developed and/or disturbed and there is no sensitive habitat on site. The vacant lot is currently devoid of permanent vegetation, save for a handful of mature invasive pepper trees.

2. That the project does not have impacts that are individually limited but cumulatively considerable, because the project includes both existing development that would have been evaluated for impacts at the time of development and an infill development site on a historically disturbed property. The area is surrounded by urban development. The existing improvements and development pattern can accommodate the project without causing any impacts to the environment or to existing services.

3. That the project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly, because the project includes both existing development and a proposed medium-density residential development comprised of only five units. Should the subject properties be fully redeveloped, the properties would generate less traffic than what exists currently. Therefore, there would be no impact on air quality either short- or long-term.

4. The proposed project has been reviewed in compliance with CEQA for which a Negative Declaration (ND) has been prepared. The ND has determined that, the proposed project would not have a significant effect on the environment and that no mitigation is required.

Comments

The project was routed to the Engineering and Fire Departments at the time of the submittal for the initiation of the GPA and ZC requests. Comments were provided by the Fire Department. The applicant revised plans for the proposed multi-family development in accordance with the Fire comments. These comments are also included as conditions of approval for the ZV.

Conditions of Approval

Standard conditions of approval for development projects and Fire Department comments are included in the draft approval resolution for the ZV. GPA and ZC requests are generally passed by resolution without conditions.

Summary

The applicant's property is currently vacant and suitable for infill development. While the property could potentially be subdivided under the current zoning designation, the requested General Plan Amendment and Zone Change would allow for a multi-unit residential development on the property that is consistent with General Plan policies related to infill development and expanding housing opportunities. While the surrounding area is predominantly low density, single-family residential in character, the properties in close proximity to the applicant's property are consistent with the Minor Mixed-Use Corridor zone district. The inclusion of the four neighboring properties with this request expands this district in a logical manner and provides for corridor development in close proximity to an existing transit route.

Options

1. Certify the Negative Declaration, determine that the Zone Variance request is categorically exempt from CEQA, and recommend the approval of 2025-02 GPA, ZC, ZV, IS, subject to the conditions included in the Resolution, or other conditions, and based on the attached findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find that the Negative Declaration for the Proposed Project is not in compliance with the requirements of CEQA, based on findings to be determined by the Planning Commission, and/or find the project proposing a Zone Variance to not be categorically exempt from CEQA based on findings determined by the Planning Commission, and/or deny 2025-02 GPA, ZC, ZV, IS based on the attached finding, or findings determined by the Planning Commission; or,

3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolutions for ND, GPA, ZC
2. Draft Resolution for ZV
3. Overhead
4. Site Photos
5. Map of Proposed Zone Change
6. Conceptual Site Plan
7. Public Notice
8. CEQA Checklist
9. Public Comment

RESOLUTION NO. 2025-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA MAKING A FINDING OF NO SIGNIFICANT ENVIRIONMENTAL EFFECT AND RECOMMENDING APPROVAL OF A GENERAL PLAN AMENDMENT AND ZONE CHANGE TO CHANGE THE ZONING FROM RS-2 (SMALL LOT RESIDENTIAL) TO MXC-1 (MINOR MIXED-USE CORRIDOR) FOR PROPERTIES LOCATED AT 3040, 3042-3046, & 3106-3108 EAST 16TH STREET AND 1540 SOUTH HARBISON AVENUE
CASE FILE NO. 2025-02 GPA, ZC, IS
APNS: 558-162-18, 558-220-06, 558-220-07, 558-220-35, 558-220-42, 558-220-11

WHEREAS, application was made for approval of a General Plan Amendment and Zone Change for the rezoning of properties located at 3040, 3042-3046, 3102-3104, & 3106-3108 East 16th Street and 1540 South Harbison Avenue from small lot residential (RS-2) to minor mixed-use corridor (MXC-1); and

WHEREAS, the Planning Commission of the City of National City, California, initiated said applications at a duly advertised public hearing held on November, 18 2024, at which time the Planning Commission considered oral and documentary evidence; and,

WHEREAS, the Planning Commission of the City of National City considered said applications and certification of a Negative Declaration at a duly advertised public hearing held on August 18, 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. 2025-02 GPA, ZC, IS 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; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the 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 August 18, 2025, support the following findings:

## FINDINGS FOR CERTIFICATION OF THE NEGATIVE DECLARATION

1. That the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory, because the properties are mostly developed and/or disturbed and there is no sensitive habitat on site. The vacant lot is currently devoid of permanent vegetation, save for a handful of mature invasive pepper trees.

2. That the project does not have impacts that are individually limited but cumulatively considerable, because the project includes both existing development that would have been evaluated for impacts at the time of development and an infill development site on a historically disturbed property. The area is surrounded by urban development. The existing improvements and development pattern can accommodate the project without causing any impacts to the environment or to existing services.

3. That the project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly, because the project includes both existing development and a proposed medium-density residential development comprised of only five units. Should the subject properties be fully redeveloped, the properties would generate less traffic than what exists currently. Therefore, there would be no impact on air quality either short- or long-term.

4. That proposed project has been reviewed in compliance with CEQA for which a Negative Declaration (ND) has been prepared. The ND has determined that, the proposed project would not have a significant effect on the environment and that no mitigation is required.

## FINDING FOR APPROVAL OF THE GENERAL PLAN AMENDMENT AND ZONE CHANGE

1. The proposal is consistent with General Plan Policies H-1.1, H-2.1, LU-2.1 and LU-3.1 because the proposed General Plan Amendment and Zone Change would allow for an undeveloped and underutilized site to be developed with a residential

infill project. The change would also promote the viability of the expanded MXC-1 zoning district.

BE IT FURTHER RESOLVED that the Planning Commission has considered the proposed Negative Declaration No. 2025-02 IS, together with any comments received during the public review process, and finds on the basis of the whole record (including the Initial Study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment and that the Negative Declaration reflects the City's independent judgment and analysis, and hereby approves the Negative Declaration and authorizes the filing of a Notice of Determination.

BE IT FURTHER RESOLVED that based on the findings herein before stated, the Planning Commission hereby recommends approval of said *General Plan Amendment* and *Zone Change* for the rezoning of the aforementioned properties from Small Lot Residential (RS-2) to Minor Mixed-Use Corridor (MXC-1), subject to the following condition:

General

1. *Within four (4) days* of approval of this *General Plan Amendment* and *Zone Change*, 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.

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 August 18, 2025, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

RESOLUTION NO. 2025-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DENYING A GENERAL PLAN AMENDMENT AND ZONE CHANGE TO CHANGE THE ZONING FROM RS-2 (SMALL LOT RESIDENTIAL) TO MXC-1 (MINOR MIXED-USE CORRIDOR) FOR PROPERTIES LOCATED AT 3040, 3042-3046, 3102-3104, & 3106-3108 EAST 16TH STREET AND 1540 SOUTH HARBISON AVENUE AND A ZONE VARIANCE REQUEST FOR LESS THAN REQUIRED STREET WALL FOR A PROPERTY LOCATED AT 3040 EAST 16TH STREET
CASE FILE NO. 2025-02 GPA, ZC, IS
APNS: 558-162-18, 558-220-06, 558-220-07, 558-220-35, 558-220-42, 558-220-11

WHEREAS, application was made for approval of a General Plan Amendment and Zone Change for the rezoning of properties located at 3040, 3042-3046, 3102-3104, & 3106-3108 East 16th Street and 1540 South Harbison Avenue from small lot residential (RS-2) to minor mixed-use corridor (MXC-1); and

WHEREAS, the Planning Commission of the City of National City, California, initiated said applications at a duly advertised public hearing held on November, 18 2024, at which time the Planning Commission considered oral and documentary evidence; and,

WHEREAS, the Planning Commission of the City of National City considered said applications at a duly advertised public hearing held on August 18, 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. 2025-02 GPA, ZC, IS 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 August 18, 2025, support the following findings:

FINDING FOR DENIAL OF THE GENERAL PLAN AMENDENT, ZONE CHANGE, AND ZONE VARIANCE

1. The proposed development is not consistent with the General Plan, because the proposed use and expansion of the MXC-1 zone would be out of character with that of the surrounding area.

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 August 18, 2025, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

RESOLUTION NO. 2025-09

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 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT) AND APPROVAL OF A ZONE VARIANCE REQUEST FOR LESS THAN REQUIRED STREET WALL FOR A PROPERTY LOCATED AT 3040 EAST 16TH STREET
CASE FILE NO. 2025-02 ZV
APN: 558-220-35

WHEREAS, application was made for approval of a Zone Variance for a property located at 3040 East 16th Street requesting a less that required street wall; and

WHEREAS, the Planning Commission of the City of National City considered said application at a duly advertised public hearing held on August 18, 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. 2025-02 ZV 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 August 18, 2025, support the following findings:

FINDINGS FOR APPROVAL OF A ZONE VARIANCE

1. The property is less than 66 feet wide, which would not allow for a standard two-way driveway providing access to a parking area on site if it was developed in compliance with the street wall requirement. Most existing commercial, mixed-use, or multi-family residential development in the MXC-1 zone was developed prior to the street wall requirement and includes both driveways and off-street parking. A reduced street wall would allow for a new development on site to include a driveway and off-street parking.

2. The proposed development includes a primary structure at the front of the property and parking in the back where it can be adequately screened, thereby following the intent of the street wall requirement. The reduction would only allow for the practical inclusion of a two-way driveway. Most existing development on other properties in the zone have existing driveways and minimal street wall presence.

3. The applicant proposed to construct a multi-family residential structure on the subject property. Multi-family residential development is a permitted use in the zone.

4. The proposed *Zone Variance* request 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 32, Section 15332 (In-Fill Development) for which a Notice of Exemption will be filed subsequent to approval of the *Zone Variance*. The reason for the exemption is that the request for a variance to allow for the construction of a five-unit apartment building with two-way driveway access would not result in any significant impacts. The site is less than five acres in size and located within a completely urbanized area and subject to performance standards related to nuisance noises and water quality. No traffic or air quality impacts are anticipated. The site is vacant with minimal vegetation of no value as habitat for any endangered, rare or threatened species. The site can be adequately served by all required utilities and public services.

BE IT FURTHER RESOLVED that based on the findings herein before stated, the Planning Commission hereby recommends approval of said *Zone Variance*, subject to the following conditions:

General

1. This *Zone Variance* authorizes a reduced street wall requirement for 3040 East 16th Street. All plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-02 ZV dated 2/4/2025.
2. Before this *Zone Variance* 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 *Zone Variance*. 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 *Zone Variance* 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. *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.

Fire

4. Plans are to be designed, fabricated and installed to code.
5. Project shall be in compliance with the current editions of NFPA, CFC, Title 19 and local City of National City Municipal Codes.
6. Fire Sprinkler, Fire Alarm, Fire Protection Systems and Fire Underground plans are to be directly submitted to the National City Fire Department under separate permit for review and permitting. Fees along with 3 sets of plans including all “Cut Sheets and Calculations” shall be included upon submittal. Plan review shall be a 30-day plan review process or 21 working days. No over the counter plan reviews accomplished/no exceptions. It shall be unlawful to occupy any portion of the building or structure until the required fire detection, alarm and suppression system have been tested and approved.
7. Fire apparatus access roads shall comply with the requirements of this section (Section 5 CFC 2022) and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. This comment shall apply to new residential structures.
8. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road; the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.
9. Grade of fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on fire department’s apparatus.
10. Buildings or portions of buildings or facilities exceeding 30 feet in height measured vertically from the centerline of the street adjacent to the project above the lowest

level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus.

11. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with approval of the fire code official.
12. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
13. Aerial fire apparatus roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
14. The fire code official is authorized to require more than one fire apparatus road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions other factors that could limit access. This may be required based on building design and where the structures are being placed.
15. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between access.
16. Fire hydrants to be located throughout the project as not to have a separation distance greater than 300 feet. Fire hydrants to be located within 300 feet of all locations which are roadway accessible. (Measurement starts from nearest existing fire hydrant to project).
17. The following items pertain to fire hydrants:
    a. Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
    b. Fire hydrant to be of three outlet design.
18. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (4 inch).
19. Fire hydrants to be marked by use of blue reflective marker in the roadway.
20. Upon submittal for an underground permit, the following shall be included:
    a. Data sheet for back-flows
    b. Data sheets for private and commercial hydrants
    c. Data sheets for post indicator valves

*Information on required fire hydrants, back-flow devices, etc. can be acquired from Sweetwater Authority. All pipe and their appliances, shall meet industry/code standards for underground use.*

Planning

21. All plans submitted for the development of this project shall comply with the applicable requirements of the Land Use Code including Division 4 – General Design and Development Requirements.

22. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. Installed landscaping items required by the Land Use Code, including adequate landscaped area, street trees, and shrubs shall be maintained for the life of the project.

23. Building plans associated with the proposed multi-family residential structure shall comply with the current editions of the California Building, Electrical, Plumbing, Mechanical and Fire Codes.

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.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 18, 2025, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

**2025-02 GPA, ZC, ZV** – 3040 East 16th Street, et al. – Overhead




N

ATTACHMENT 3

**Site Photos**




*Image 1:* Aerial View of site and neighboring properties that would be affected by re-zone.

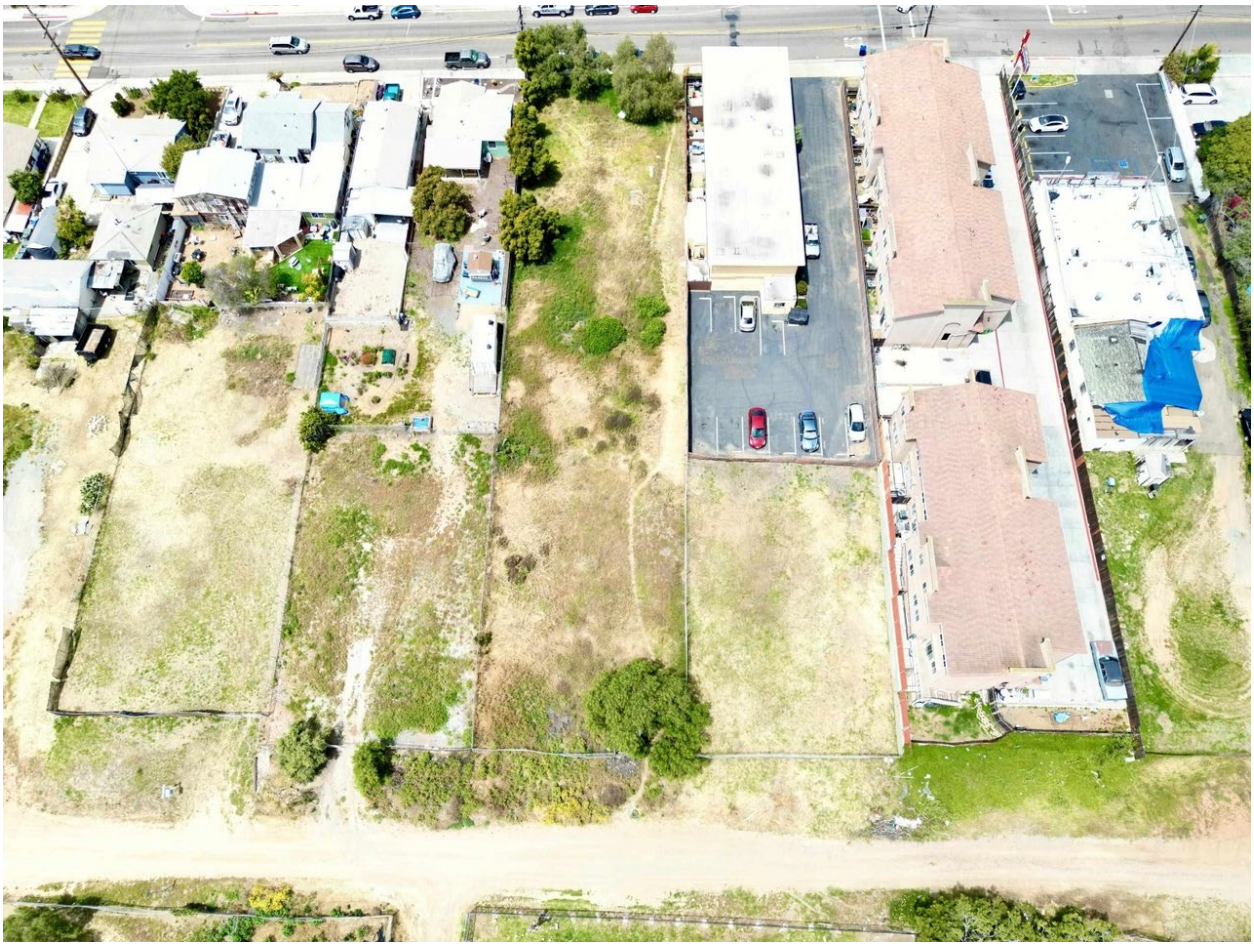


*Image 2:* Aerial View of site and neighboring properties that would be affected by re-zone.

*Image 3:* Aerial View of site and neighboring properties that would be affected by re-zone.




*Image 4:* 3D view of site and neighboring properties that would be affected by re-zone.






*Image 5:* 3D view of site and neighboring properties that would be affected by re-zone.

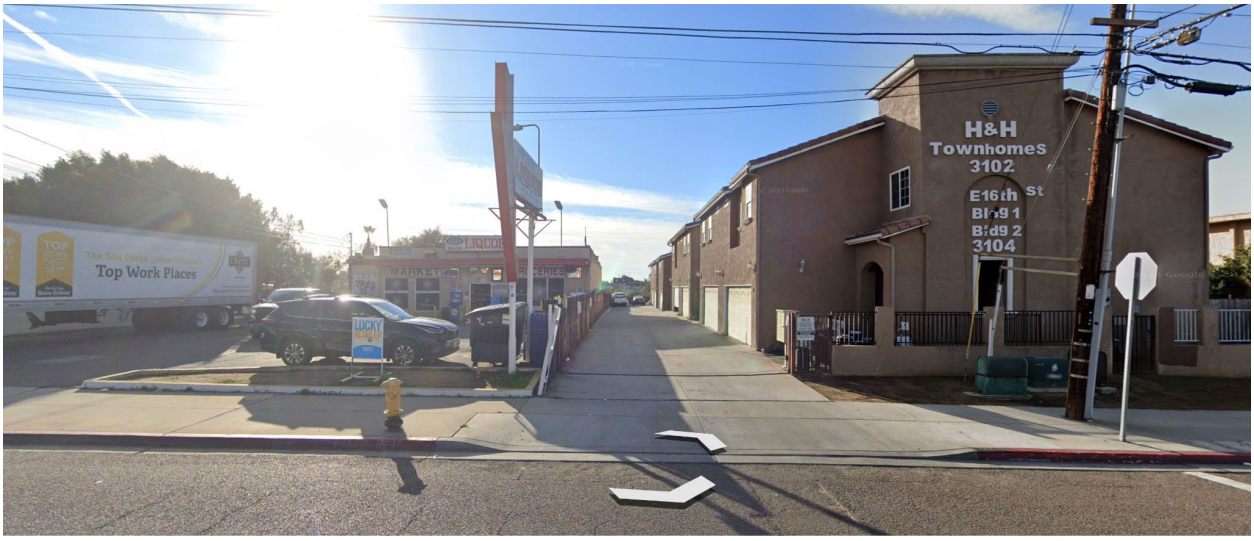



*Image 6 (top) and 7 (bottom): Top* -- Front view of H & H Townhomes and Imperial Liquor

currently legally non-conforming in RS-2 zoning. *Bottom* -- H and H townhomes and other multi-unit complexes next to 3040 E 16th.

*Image 8:* Front view of 3040 E 16th Street with RS-2 zoned neighbor.

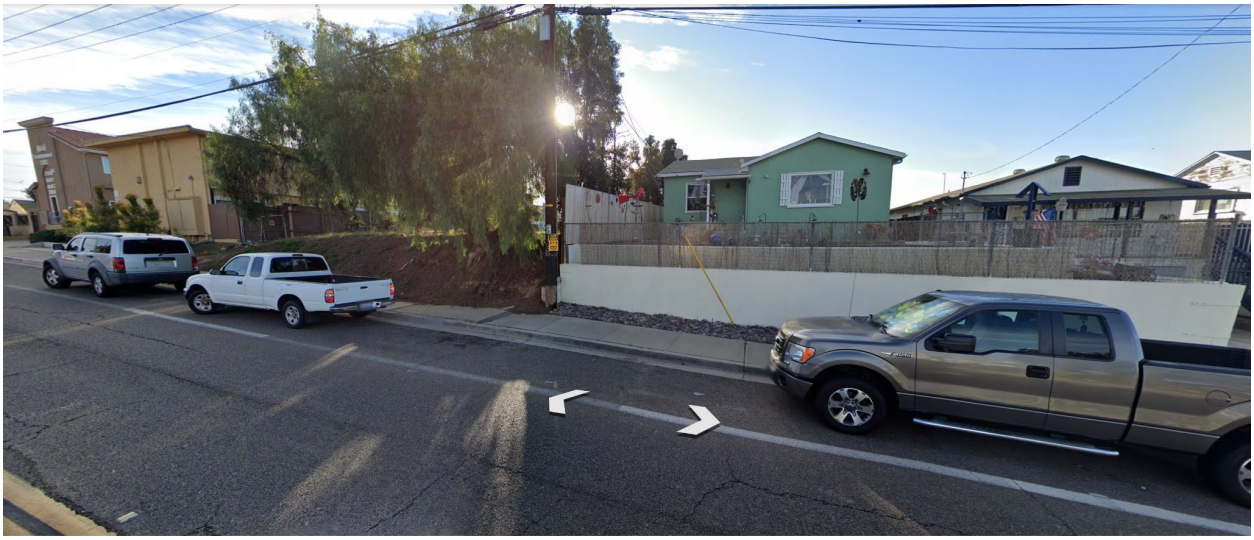




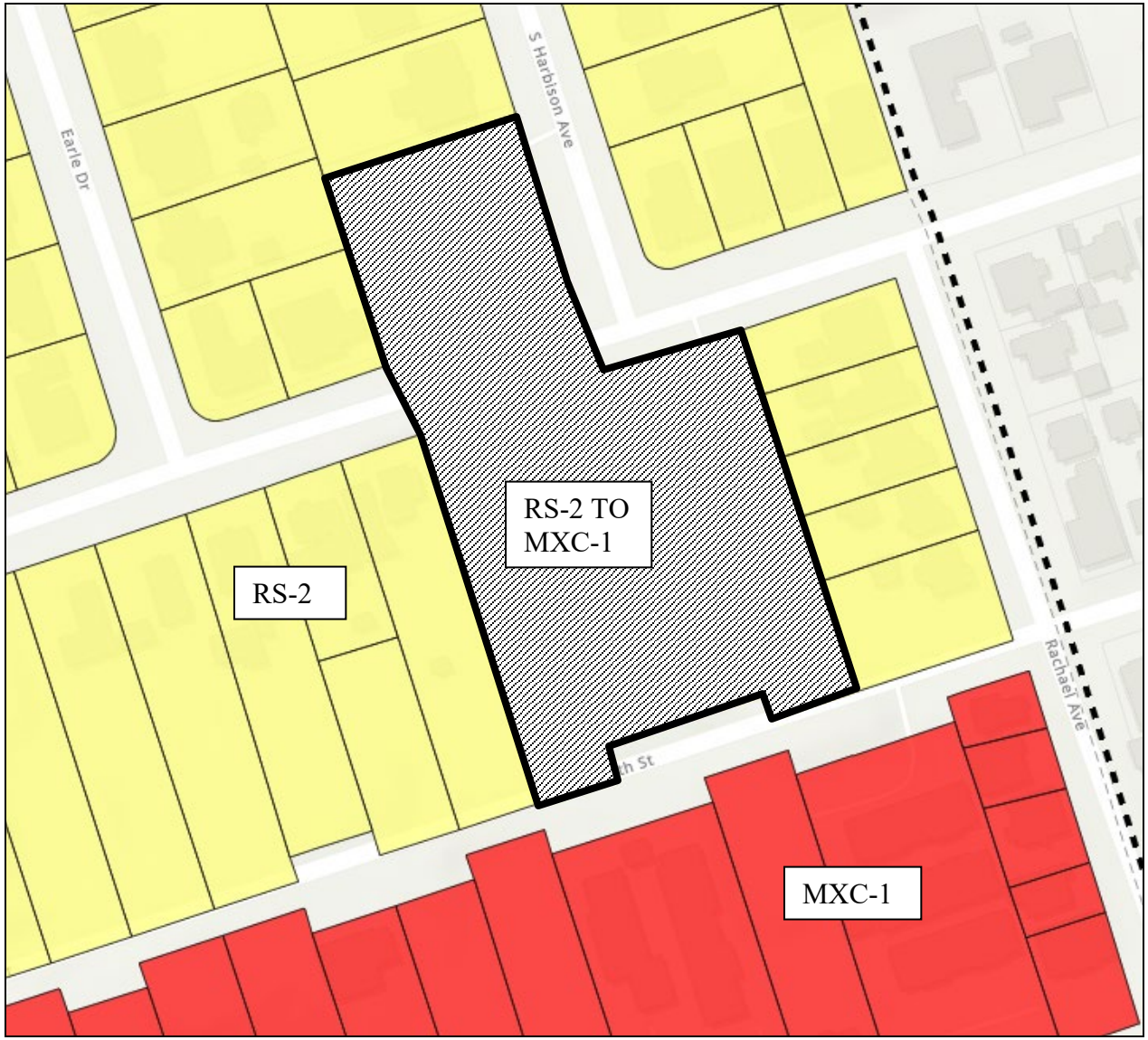
*Image 9:* ECS HARBISON HEAD START Preschool across the street from the proposed site.




*Image 10:* Parcel Map of 3040 E 16th and neighbors.


65'
301'
301'
64'
E 17th St
Rachael Ave
100 feet

**2025-02 GPA, ZC** – 3040 East 16th Street, et al. – Map of Zone Districts

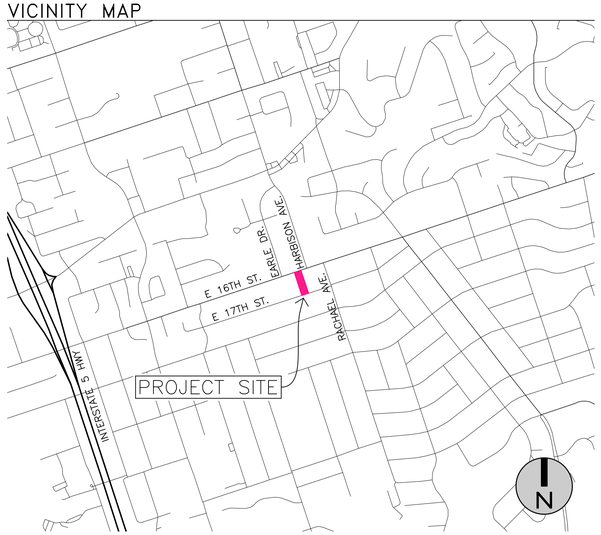


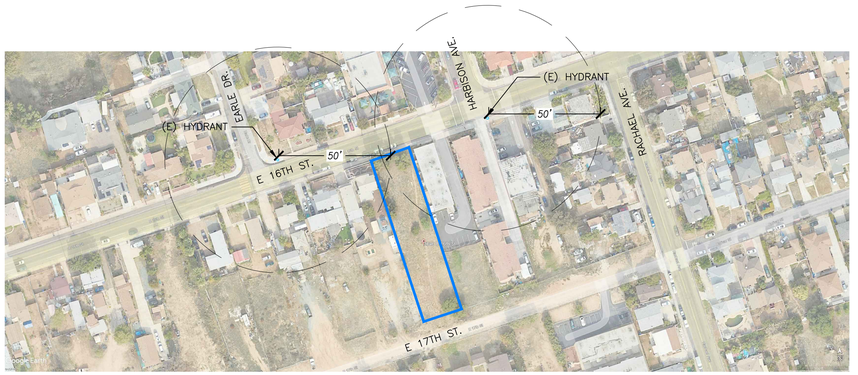

ATTACHMENT 5

ARCH D (36.00 X 24.00 INCHES) - PORTRAIT

# CONCEPTUAL SITE PLAN

## VICINITY MAP




HYDRANT LOCATIONS
SCALE AT USER136: N.T.S.




3041 E 16TH ST. SITE PLAN
SCALE AT ARCH EXPAND D (36.00 X 24.00 INCHES): 0 8 16 32
1/16" = 1'-0"

## SHEET NOTES

**PROPERTY INFORMATION**

LOT INFORMATION

| | |
|---|---|
| PARCEL ADDRESS: | 3040 E 16TH ST. |
| CITY: | NATIONAL CITY (AHJ) |
| ZIP: | 91950 |
| COUNTY: | SAN DIEGO |
| APN: | 558-220-35-00 |
| LOT SIZE: | 19,319 S.F. = 0.45 ACRES |
| ZONING TYPE: | RS-2 (SFM RESIDENTIAL)(1) |

LOT COVERAGE

| | |
|---|---|
| BUILDING FOOTPRINT: | 3,348 S.F. |
| TOTAL DRIVEWAY/PARKING AREA: | 5,724 S.F. |
| TOTAL HARDSCAPE AREA: | 1,426 S.F. |
| TOTAL LOT COVERAGE AREA: | 10,498 S.F. (54.3% of lot) |

BUILDING INFORMATION

| | |
|---|---|
| GROSS BUILDING AREA: | 6,696 SQ FT |
| NET RENTABLE AREA: | 5,356 SQ FT |
| OCCUPANCY GROUP: | R2 |

FOOTNOTES:
1. SCOPE INCLUDES CHANGE IN ZONING FROM RS-2 TO MXC-1

**DEVELOPMENT STANDARDS (MXC-1):**

PER NATIONAL CITY MUNICIPAL CODE
TABLE 18.21.040A MXC-1 BUILDING FORM AND PLACEMENT
ASSUMES MINIMUM 75% STREET WALL COVERAGE(1)

| | |
|---|---|
| FRONT: | 0' |
| SIDE: | SAME AS ADJACENT RS ZONE (5') |
| OTHER: | 0' |

MAX. BLDG. HGT.: SAME AS ADJACENT RS ZONE (35')
MAX. BLDG. STORIES: 3 (2 STORIES PROPOSED)
3RD STORY STEPBACK: 15' (FROM ADJACENT RS ZONE)
BUILDING SEPARATION: 6'
MAXIMUM DENSITY: NONE

18.41.040 – COMMON USABLE OPEN SPACE REQUIREMENTS

MIN. OPEN SPACE: 300 S.F./DU

| | |
|---|---|
| 7 DU X 300 SF = | 2,100 SF |
| PRIVATE OPEN SPACE: | -700 SF |
| TOTAL OPEN SPACE REQ: | 1,600 SF |

TOTAL OPEN SPACE PROVIDED: 5,500 SF

18.44.090 – MIN. PERCENTAGE OF NET LOT AREA TO BE LANDSCAPED

THE MINIMUM AREA OF EACH SITE TO BE LANDSCAPED WITH TREES, SHRUBS, GROUNDCOVER, OR TURF LAWN SHALL BE TWENTY PERCENT OF THE NET SITE AREA:

19,319 SF * 0.20 = 3,864 SF

FOOTNOTES:
1. SCOPE INCLUDES REQUEST FOR WAIVER OF MIN. STREET WALL COVERAGE DUE TO NEED FOR FIRE APPARATUS ACCESS ROAD/DRIVEWAY.

**BUILDING OVERVIEW:**

1. APARTMENT UNIT COUNT: FIVE (5) UNITS TOTAL;
2. 2 STORIES; TYPE V-B CONSTRUCTION

BUILDING #1:

1st LEVEL:
(1) ONE 3-BED/3-BATH ADAPTABLE UNIT (2-STORY)
(2) ONE 2-BED/1-BATH ADAPTABLE UNIT

2nd LEVEL:
(2) ONE 2-BED/1-BATH UNIT

3. BUILDINGS SHALL BE EQUIPPED WITH A ROOF-MOUNTED PV SYSTEM IN COMPLIANCE WITH CALGREEN CODE FOR RESIDENTIAL BUILDINGS.
4. BUILDINGS SHALL BE EQUIPPED WITH A NFPA 13R AUTOMATIC SPRINKLER SYSTEM.
5. HVAC: SINGLE DUCTLESS ELECTRIC HVAC HEAT PUMP SYSTEM PER UNIT.
6. WATER HEATER: ELECTRIC TANK WATER HEATER PER UNIT.
7. LAUNDRY: IN-UNIT WASHER DRYER FOR ALL UNITS.


OAR WORKSHOP
ARCHITECTURE + PLANNING
SRIKANTH RAO
PMP, LEED AP, CASp
248-895-5026
OARWORKSHOP@GMAIL.COM


DESIGNER SIGNATURE:

Signed By: SRIKANTH RAO

DISCLAIMER

This drawing is provided for informational purposes only, unless signed and dated with proper approvals from the authority having jurisdiction (AHJ). OAR Workshop assumes no responsibility or liability for this drawing if used in construction without approval from the designer and AHJ. All dimensions, materials, products, and specifications should be verified prior to the start of construction. The contractor assumes all responsibility for understanding and applying the applicable codes and regulations that govern this work.

OWNER INFORMATION

KIRAN KUDARI
736 BLUESTONE CIRCLE
FOLSOM, CA 95630

DRAWING INFO

S.RAO
OCTOBER 17, 2024

REVISIONS

SITE PLAN

MULTI-FAMILY RESIDENCES
3040 E 16. ST. NATIONAL CITY, CA 91950

24.003

A-001

01 / 01

ATTACHMENT 6

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONSIDERATION OF CERTIFICATION OF A NEGATIVE DECLARATION FOR A GENERAL PLAN AMENDMENT AND ZONE CHANGE TO CHANGE THE ZONING FROM RS-2 (SMALL LOT RESIDENTIAL) TO MXC-1 (MINOR MIXED-USE CORRIDOR) FOR PROPERTIES LOCATED AT 3040, 3042-3046, 3102-3104, & 3106-3108 EAST 16TH STREET AND 1540 SOUTH HARBISON AVENUE AND DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT) FOR A ZONE VARIANCE REQUEST FOR LESS THAN REQUIRED STREET WALL FOR A PROPERTY LOCATED AT 3040 EAST 16TH STREET
CASE FILE NO. 2025-02 GPA, ZC
APNs: 558-162-18, 558-220-06, 558-220-07, 558-220-35, 558-220-42, 558-220-11

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, August 18, 2025**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request (Applicant: Sushmitha Kudari).

The applicant is proposing to develop the property at 3040 East 16th Street with a five-unit multi-family residential building. The proposed development requires the existing single-family zoning to be changed to a zone that permits multi-family dwellings. In addition, a variance is requested to deviate from the minimum street wall requirement to accommodate a driveway. For consistency with the existing development pattern and zoning in the area, the applicant has included five neighboring properties with this request. This type of change also requires a General Plan Amendment to change the Land Use from Low-Medium Density Residential to Medium Mixed-Use. The City conducted an Environmental Initial Study that determined the proposed project would not have a potentially significant environmental impact and qualifies for a Negative Declaration per Section 15071 of the CEQA Guidelines. A staff determination that the variance request project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 32, Section 15332 (In-Fill Development Projects) will also be considered.

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., **August 18, 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.

Please refer to the official posted agenda on the City's website (https://www.nationalcityca.gov/) prior to the meeting for the staff report for this item and/or changes to the agenda.

# CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) INITIAL STUDY CHECKLIST

CITY OF NATIONAL CITY
Community Development Department – Planning Division
1243 National City Boulevard
National City, CA 91950

1. **PROJECT TITLE/PROJECT #:** 2025-02 GPA, ZC, ZV – General Plan Amendment and Zone Change for a property located at 3040 East 16th Street and neighboring parcels to change the zoning from RS-2 (Small Lot Residential) to MXC-1 (Minor Mixed Use Corridor).

2. **LEAD AGENCY:** City of National City
Community Development Department – Planning Division
1243 National City Boulevard
National City, CA 91950

**Contact:** Martin Reeder, AICP –Asst. Director of Community Development
**Phone:** (619) 336-4313

3. **PROJECT LOCATION:** 3040, 3042, 3102, and 3106 East 16th Street and 1540 Harbison Avenue, National City, CA 91950

4. **PROJECT PROPONENT:** Sushmitha Kudari

5. **ZONING DESIGNATION:** Small Lot Residential (RS-2)

6. **PROJECT DESCRIPTION:** The applicant is proposing to develop the property at 3040 East 16th Street with a five-unit multi-family residential building. The proposed development requires the existing single-family zoning to be changed to a zone that permits multi-family dwellings. This requires a General Plan land use designation change from Low Density Residential to Low Mixed-Use and a zone change from RS-2 (Small Lot Residential) to MXC-1 (Minor Mixed Use Corridor). Medium consistency with the existing development pattern and zoning in the area, the applicant has included five neighboring properties with this request. While not affecting the content of this Initial Study, the applicant is also applying for a Zone Variance for less than required street frontage. The MXC-1 zone requires a minimum of 75 percent of the building frontage be constructed within 10 feet of the front property line. However, due to the narrow width of the property (66 feet) and the requirement for a 20-foot driveway width, this would not be possible; therefore the applicant is requesting the variance. The current residential density in the area proposed to be rezoned is six units per acre. There are 14 existing units on the subject properties where 21 would be allowed under the current RS-2 zoning (not including additional or bonus units permitted by state code). With the expected additional five units, the expected short term residential density would be eight units per acre, which is still less than what the area is currently zoned for. All of the subject properties were previously zoned Limited Commercial (CL). This zoning allowed up to 22.7 units per acre, but was supplanted by the RS-2 zone in 2011 as part of a General Plan and Land Use Code update at that time.

The southern half of the East 16th Street properties are adjacent to East 17th Street, which is a paper street and

not improved (it appears as a dirt road). Therefore, no emergency access is available from East 17th Street. As a result, any development on the 16th Street properties located more than 150 feet from the street would require a Fire Department turnaround. This necessitates a minimum lot width of 70 feet, where all the lots on 16th Street are no wider than 66 feet. As such, only the front 150 feet of each property is developable without combining lots and redeveloping existing structures, effectively halving the allowable density of the lots.

Due to topography, cost, and intervening structures, the likelihood of East 17th Street being improved is next to zero. The only caveat would be as part of a community or specific plan being created that would allow for reconfiguration of the properties abutting East 17th Street and a wholistic development plan being implemented .

This Initial Study is related to the General Plan Land Use designation and Zone change portion of the project only.

**7. SURROUNDING LAND USES AND SETTING:** The project site is mostly surrounded by low-medium density residential uses at approximately half the allowable density in the RS-2 zone (9 units per acre). There are a handful of properties occupied by commercial uses within the area, including a liquor store, a preschool, a small office building, and a utility substation. Three of the noted commercial properties are in the RS-2 zone and are considered legal nonconforming. If the zone is changed, these properties would be considered conforming and would also comply with the maximum floor area ratio requirement of the MXC-1 zone.

**8. OTHER AGENCIES WHOSE APPROVAL MAY BE REQUIRED (AND PERMITS NEEDED):** N/A

## ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or is "Potentially Significant Unless Mitigated," as indicated by the checklist on the following pages.

| | | |
|---|---|---|
| ☐ Aesthetics | ☐ Agriculture and Forestry Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Geology / Soils |
| ☐ Greenhouse Gas Emissions | ☐ Hazards & Hazardous Materials | ☐ Hydrology / Water Quality |
| ☐ Land Use / Planning | ☐ Mineral Resources | ☐ Noise |
| ☐ Population / Housing | ☐ Public Services | ☐ Recreation |
| ☐ Transportation / Traffic | ☐ Utilities / Service Systems | ☐ Mandatory Findings of Significance |

## DETERMINATION:

(To be completed by the Lead Agency)
On the basis of this Initial Evaluation:

I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared. ☒

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. **A MITIGATED NEGATIVE DECLARATION** will be prepared. ☐

I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required. ☐

I find that the proposed project **MAY** have a significant effect(s) on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or is "potentially significant unless mitigated." An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effect that remains to be addressed. ☐

| Signature | Date |
|---|---|
|  | May 15, 2025 |
| Printed Name: Martin Reeder, AICP | Title: Asst. Director of Community Development |

## EVALUATION OF ENVIRONMENTAL IMPACTS:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to the project. A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards.

2. All answers must take account of the whole action involved. Answers should address off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence than an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Negative Declaration: Less than Significant w/ Mitigation Incorporated" applied where the incorporation of a mitigation measure has reduced an effect from "Potentially Significant Impact" to "Less then Significant Impact". The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D).

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). References to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. This in only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whichever format is selected.

9. The explanation of each issue should identify:
   a) The significance criteria or threshold, if any, used to evaluate each question; and
   b) The mitigation measure identified, if any, to reduce the impact to less than significance.

## ISSUES with Supporting Documentation & Sources

**I – AESTHETICS -** Would the project:

| | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Have a substantial adverse effect on a scenic vista? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime Views in the area? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |

The project area is comprised of six properties, four of which are developed. The six properties are surrounded by other existing urban development. There are no scenic vistas or resources in the area that would be affected by the project. The vacant property has a handful of mature invasive pepper trees, which are required to be preserved and, if removed, replaced by equal size and quality trees; therefore, no impact.

**II – AGRICULTURE AND FORESTRY RESOURCES**

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation & Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:

| | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |

| | | | | |
|---|---|---|---|---|
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |

The City of National City does not contain farmland or agricultural resources, forest land, nor any land zoned for agricultural use. As such, approval of this project will have no impact on such lands or resources.

## III – AIR QUALITY

| Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| Would the project: | | | | |
| a) Conflict with or obstruct implementation of the applicable air quality plan? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (Sources: 1, 2, 3, 4) | ☐ | ☐ | ☐ | X |
| d) Expose sensitive receptors to substantial pollutant concentrations? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| • e) Create objectionable odors affecting a substantial number of people? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |

The City does not have any applicable air quality plan or standards that would apply in this case. Air quality is under the purview of the San Diego County Air Pollution Control District. The County of San Diego and National City are in attainment for all California Clean Air Act (CCAA) pollutants with the exception of ozone. Approval of this project will not conflict with or obstruct the implementation of the San Diego County Regional Air Quality Strategy (RAQS) to manage air quality in our region. The prescribed density of the project area (all six parcels) would allow up to 112 residential units if completely redeveloped. The two

vacant parcels total approximately 0.7 acres, which would allow up to 32 units. With the development limitations on the properties, only five units are expected to be constructed in the short term, which would not trigger any threshold for a focused traffic study or traffic impact analysis. Additionally, the potential traffic generated by the maximum residential development on these six properties (112) would generate less traffic than what is on the properties currently; therefore no impact.

## IV – BIOLOGICAL RESOURCES

Would the project:

| | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (Sources: 5) | ☐ | ☐ | ☐ | X |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (Sources: 6) | ☐ | ☐ | ☐ | X |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Sources: 5, 6) | ☐ | ☐ | ☐ | X |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (Sources: 5) | ☐ | ☐ | ☐ | X |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Sources: 1) | ☐ | ☐ | ☐ | X |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (Sources: 1) | ☐ | ☐ | ☐ | X |

Four of the six properties are developed and disturbed residential or commercial properties, which do not have habitat of any kind. The vacant lot (3040 East 16th Street) is currently devoid of permanent vegetation, save for a handful of mature invasive pepper trees, which will be preserved or replaced by equal quality specimens.

There are no adopted habitat conservation plans within the City of National City and no riparian or wetland habitats identified; therefore, no impact.

## V – CULTURAL RESOURCES

Would the project:

| | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5? (Sources: 3, 7) | ☐ | ☐ | ☐ | X |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5? (Sources: 3, 7) | ☐ | ☐ | ☐ | X |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (Sources: 3) | ☐ | ☐ | ☐ | X |
| d) Disturb any human remains, including those interred outside of formal cemeteries? (Sources: 3) | ☐ | ☐ | ☐ | X |

No historical or archaeological resources as defined in Section 15064.5 are known to exist on the proposed project site. However, there is one previously recorded cultural resource within a half-mile radius of the project area and two previously recorded historical structures within a half-mile radius of the project area. Even with the number of cultural resources recorded within a half-mile radius of the project area, there is a very low likelihood of encountering unrecorded cultural resources within the project area at such time as any construction takes place. Four of the six properties are developed and disturbed residential or commercial properties. The vacant lot (3040 East 16th Street) was previously developed with a single-family residence, which was demolished in 1977; therefore, no impact.

## VI – GEOLOGY AND SOILS

Would the project:

| | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (Sources: 8) | ☐ | ☐ | X | ☐ |
| ii) Strong seismic ground shaking? (Sources: 8) | ☐ | ☐ | X | ☐ |
| iii) Seismic-related ground failure, including liquefaction? (Sources: 8) | ☐ | ☐ | ☐ | X |
| iv) Landslides? (Sources: 8) | ☐ | ☐ | ☐ | X |
| b) Result in substantial soil erosion or the loss of topsoil? (Sources: 2, 8) | ☐ | ☐ | ☐ | X |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (Sources: 8) | ☐ | ☐ | ☐ | X |

| | | | | |
|---|---|---|---|---|
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (Sources: 8) | ☐ | ☐ | ☐ | X |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (Sources: 8) | ☐ | ☐ | ☐ | X |

California Geological Survey information indicates that, while within a half-mile of a quaternary fault (part of La Nacion Fault Zone), the site is not located within an Alquist-Priolo Special Studies Zone, and there are no known active or potentially active faults that intercept the project site; therefore, the potential for ground rupture at this site is considered low. The nearest active fault to the site is the La Nacion Fault, located approximately a mile to the northeast. Accordingly, the site is not considered to possess a significantly greater seismic risk than that of the surrounding area in general. The site is not within an area susceptible to landslides and not within a fault zone, slide prone area or an area susceptible to liquefaction; therefore there is no impact or increased exposure to landslides due to the proposed project.

It should be recognized that Southern California is an area that is subject to some degree of seismic risk and that it is generally not considered economically feasible nor technologically practical to build structures that are totally resistant to earthquake-related hazards. Construction in accordance with the minimum requirements of the Uniform Building Code should minimize damage due to seismic events. Due to the number and nature of the active and non-active fault lines within the southern California region, it cannot be known when earthquakes will occur; therefore, there is a less than significant impact.

Any future design and construction would require conformance with City's stormwater ordinance and grading regulations. Therefore, there is no impact or increased substantial erosion due to the proposed project.

The existing developed parcels are connected to traditional sewer laterals, which connect with the existing sewer system that serves the City. Any future design and construction would connect to the same system. There would be no use of septic tanks or alternative waste water disposal systems; therefore, no impact.

| **VII – GREENHOUSE GAS EMISSIONS**<br>Would the project: | **Potentially Significant Impact** | **Less Than Significant w/ Mitigation Incorporation** | **Less Than Significant Impact** | **No Impact** |
|---|---|---|---|---|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Sources: 1, 9, 10) | ☐ | ☐ | ☐ | X |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (Sources: 1,9, 10) | ☐ | ☐ | ☐ | X |

GHG emissions contribute, on a cumulative basis, to the significant adverse environmental impacts of global climate change. No single project could generate enough GHG emissions to noticeably change the global average temperature. The combination of GHG emissions from past, present, and future projects contributes substantially to the phenomenon of global climate change and its associated environmental impacts and as such is addressed only as a cumulative impact. With the development limitations on the properties, only five units are expected to be constructed in the short term; therefore no impact. However, any future construction of the density likely in a currently developed area, and with six individually small properties, would occur over a short construction duration and would consist primarily of emissions from equipment exhaust. There would also be long-term regional emissions associated with project-related new vehicular trips and indirect source emissions, such as energy usage.

The construction of five units in the short term would not create noticeable GHG emissions (30 ADT increase). Additionally, the potential traffic generated by the maximum residential development on these six properties (112) would generate less traffic than what is on the properties currently; therefore no impact.

California has adopted several policies and regulations for the purpose of reducing GHG emissions. On December 11, 2008, CARB adopted the AB 32 Scoping Plan to achieve the goals of AB 32 that establishes an overall framework for the measures that will be adopted to reduce California's GHG emissions. The proposed project is subject to compliance with AB 32, which is designed to reduce statewide GHG emissions to 1990 levels by 2020. In April 2015, Executive Order B-30-15 was signed, which established a new GHG emissions reduction target of 40% below 1990 levels by 2030.

In addition, in 2024 the City of National City adopted its Climate Action Plan and associated targets to reduce GHG emissions by 40 percent below 2018 levels by 2030 and 80 percent of 2018 levels by 2050. Some of the primary provisions of the Climate Action Plan are to promote greater density and infill development, water conservation, energy efficiency, and waste reduction strategies. The proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHG emissions, as contained in the Climate Action Plan. Based on the above, therefore no impact.

## VIII – HAZARDS & HAZARDOUS MATERIALS

Would the project:

| | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Sources: 1) | ☐ | ☐ | ☐ | X |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Sources: 1) | ☐ | ☐ | ☐ | X |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Sources: 1) | ☐ | ☐ | ☐ | X |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Sources: 1) | ☐ | ☐ | ☐ | X |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (Sources: 1) | ☐ | ☐ | ☐ | X |
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (Sources: 1) | ☐ | ☐ | ☐ | X |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Sources: 1) | ☐ | ☐ | ☐ | X |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (Sources: 1) | ☐ | ☐ | ☐ | X |

The existing project area is developed with 14 residential units on six properties, as well as a liquor store and a preschool. No transport, use, or disposal of hazardous materials is expected, due to no additional construction at this time other than five residential units on a currently vacant property. At such time as the vacant lot is developed, the five additional residences would still be consistent with the currently prescribed density of the RS-2 zone, although more density would be permitted through changing to the MXC-1 zone. However, with the limitations on density due to Fire Department access, no additional units are realistically expected. Therefore, there will not be any reasonably foreseeable upset or accident condition involving the release of hazardous materials into the environment.

The project is not expected to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste in general, and is not within one-quarter mile of an existing or proposed school. The site is already mostly developed and future development would be residential in nature. The site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. As a result the project would not create a significant hazard to the public or the environment. Therefore, there would be no impact.

There is no adopted emergency response plan or emergency evacuation plan in the City, although there are local considerations that are included as appendices to the Unified San Diego County Emergency Services Organization approved Annex Q of the Operational Area Emergency Plan. The project does not conflict with any of the considerations or plans in the Area Emergency Plan, thus no conflict.

The site is not on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5; There are no airports or airstrips in the vicinity; the project would not interfere with an adopted emergency response plan or emergency evacuation plan; and the project is not adjacent to any wildlands or land subject to wildland fires; therefore there would not be any significant risk of loss, injury or death involving wildfires. Therefore, there is no impact.

## IX – HYDROLOGY / WATER QUALITY

Would the project:

| | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Violate any water quality standards or waste discharge requirements? (Sources: 1) | ☐ | ☐ | ☐ | X |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (Sources: 1) | ☐ | ☐ | ☐ | X |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (Sources: 1, 3, 6, 7) | ☐ | ☐ | ☐ | X |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? (Sources: 1, 3) | ☐ | ☐ | ☐ | X |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (Sources: 1) | ☐ | ☐ | ☐ | X |
| f) Otherwise substantially degrade water quality? (Sources: 1) | | | | |

| | | | | |
|---|---|---|---|---|
| | ☐ | ☐ | ☐ | X |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (Sources: 1) | ☐ | ☐ | ☐ | X |
| h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (Sources: 1) | ☐ | ☐ | ☐ | X |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (Sources: 1) | ☐ | ☐ | ☐ | X |
| j) Inundation by seiche, tsunami, or mudflow? (Sources: 1) | ☐ | ☐ | ☐ | X |

The project area is comprised of six properties, four of which are developed, and one previously disturbed/developed. At such time as the five-unit apartment project is proposed, the project will be subject to water quality and discharge requirements through the City's Jurisdictional Runoff Management Plan (JRMP). Future design of the potential five-unit apartment project, and any other future development, will require compliance with all storm water handling, storage, drainage, and hydromodification regulations. The property is not located within a 100-year flood hazard area or an area influenced by any levee or dam failure, seiche, tsunami, or mudflow; therefore, no impact.

## X – LAND USE AND PLANNING

Would the project:

| | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Physically divide an established community? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (Sources: 1, 2, 6) | ☐ | ☐ | ☐ | X |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? (Sources: 1, 2) | ☐ | ☐ | ☐ | X |

The site is surrounded by existing mixed density residential development, including apartment buildings as dense or denser than what would be permitted by any potential rezoning. The existing density already allows for up to 21 units and only five would be constructed under potential short term future conditions. This is less than what the area is currently zoned for. In the event that the properties to be rezoned are all developed at their maximum allowable density, this would result in 112 units (98 new units). Given that the back halves of the 16th Street properties (five of the six properties) are practically undevelopable, the expected maximum density would be in the neighborhood of 30 units, which is less than the average density of the area (there are six apartment buildings located to the south and east of the project area. Because of the mixed and multi-family nature of the area, there would be no impact to an established community.

There are no applicable habitat conservation plan or natural community conservation plans in the City, therefore no impact.

## XI – MINERAL RESOURCES

| Would the project: | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (Sources: 1) | ☐ | ☐ | ☐ | X |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (Sources: 1) | ☐ | ☐ | ☐ | X |

The project site is located completely within an urbanized area and surrounded by development. The site contains no known mineral resources on the proposed project site or delineated on a local plan for the site; therefore, there is no impact to mineral resources.

## XII – NOISE

| Would the project result in: | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (Sources: 1) | ☐ | ☐ | ☐ | X |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |

The proposed project area is in an urbanized area and is a residential use in an area of mostly residential development. No construction is proposed at this time, although rezoning of the property will likely lead to the construction of five new residentials in the near future. Any new units themselves are not expected to generate any additional ambient noise in this area. Furthermore, any development is subject to the limitations contained in the City's Noise Ordinance; therefore, no impacts are expected.

Any associated construction in the future on the project site would create temporary noise impacts. Modern construction equipment, properly used and maintained, should not exceed the noise limits contained in the City's Noise Ordinance. All noise generated by the project would be required to comply with the City's Noise

Ordinance and be limited to specific hours of operation. No significant impact from the project would occur.

The proposed project site is not located within an airport land use plan or within two miles of a public use airport or private airstrip; therefore, there is no impact to those people working on the project site.

| XIII – POPULATION AND HOUSING<br>Would the project: | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (Sources: 1, 2, 3, 14) | ☐ | ☐ | ☐ | X |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |

The property is currently zoned for a residential density of nine units per acre. The current actual residential density is six units per acre. There are 14 existing units on the subject properties where 21 would be allowed (not including additional or bonus units permitted by state code). With the expected additional five units, the expected short term residential density would be eight units per acre, which is still less than what the area is currently zoned for.

Because the southern half of the East 16th Street properties are not developable without providing Fire Department turnaround (which is not feasible under the current scenario) or improving East 17th Street (which is also unlikely due to the reasons outlined in the project description), the maximum density would not result in substantial population growth. In the event that the properties to be rezoned are all developed at their maximum allowable density, which would result in 112 units (98 new units), this would not be considered to be substantial population growth, in that the average people per household in the City is 3.122, more than County average of 2.74. Extrapolated to account for up to 98 additional units, this would be a potential total of 306 additional residents (assuming these would be new residents moving in to the City), an increase of a half percent of today's current population of approximately 55, 236; therefore no impact.

In the unlikely event that all residential properties rezoned are converted to purely commercial land use, the total number of units removed would be 14. This would equate to a potential displacement of 44 residents, which would not be considered a substantial number (0.8% of the current population); therefore no impact.

| XIV – PUBLIC SERVICES | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance | | | | |

objectives for any of the public services:

| | | | | |
|---|---|---|---|---|
| Fire protection? (Sources: 1, 3) | ☐ | ☐ | ☐ | X |
| Police protection? (Sources: 1, 3) | ☐ | ☐ | ☐ | X |
| Schools? (Sources: 1, 3) | ☐ | ☐ | ☐ | X |
| Parks? (Sources: 1, 3) | ☐ | ☐ | ☐ | X |
| Other public facilities? (Sources: 1, 3) | ☐ | ☐ | ☐ | X |

The proposed project would not result in any impacts to public services, as no construction is proposed beyond the existing City limits and within an established neighborhood. Additionally, only two lots are vacant, with one being currently developable. Any redevelopment would replace existing uses and not have a significant effect on existing volumes of calls for service. The project site is currently and will continue to be served by the National City Fire and Police Departments. The closest Fire Station is approximately one-and-a-half miles away on East 4th Street, and the Police Station at 12th Street and National City Boulevard is approximately two miles away. Typical response time for this area would not be adversely impacted, as plans do not involve changes to public streets adjacent to the site. Any potential development of new residential or commercial uses will generate impact fees specifically slated for public services that will supplement any additional requirements brought about by said development; therefore, there is no impact. Park and school fees will also be paid as part of potential development to offset any increase in need generated by the project, thus no impact.

## XV – RECREATION

| | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |

There are two parks (El Toyon and Las Palmas) within a mile of the project, which are currently underutilized and able to accommodate potential use by the potential addition of five new families that could be expected in the near term. Any future development would be subject to park fees to offset any increase in need generated by the project. Therefore, there would be no impact.

| XVI – TRANSPORTATION AND TRAFFIC<br>Would the project: | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (Sources: 1, 2, 3, 4, 15) | ☐ | ☐ | ☐ | X |
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (Sources: 1, 2, 3, 15) | ☐ | ☐ | ☐ | X |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| e) Result in inadequate emergency access? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (Sources: 1, 2, 3) | ☐ | ☐ | ☐ | X |

There are no plans, ordinances, or policies that measure circulation system current effectiveness or performance, thus no impact. There is also no congestion management program that the project would conflict with.

This segment of East 16th Street (Euclid Avenue to Harbison Avenue) has a project 2030 ADT (Average Daily Trip) rate of 8,300 and a capacity of 10,000 ADT. In 2030, the segment is expected to operate at a Level of Service (LOS) of D. According to trip generation rates published by the San Diego Association of Governments (SANDAG), five new units could be expected to generate another 30 vehicle trips per day, which would not exceed the proposed (2030) maximum capacity; therefore, no impact.

No change in road design is proposed which would cause a safety risk or hinder emergency access. Potential development would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities, as there are no such activities existing or planned in this area; therefore, no impact.

With regard to Vehicle Miles Traveled (VMT), the project would screen out of VMT analysis related to CEQA, as the potential traffic generated by the maximum residential development on these six properties (112) would generate less traffic than what is on the properties currently. This is due to a preschool/childcare and liquor store on two of the properties. The liquor store (neighborhood market) in particular generates a

significant amount of traffic. Redevelopment to a mixed use style of development would also screen out, as the minimum project size would need to be five acres, where the total of all six properties in this case is 2.3 acres.

| **XVII – UTILITIES AND SERVICE SYSTEMS** Would the project: | **Potentially Significant Impact** | **Less Than Significant w/ Mitigation Incorporation** | **Less Than Significant Impact** | **No Impact** |
|---|---|---|---|---|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (Sources: 1, 11) | ☐ | ☐ | ☐ | X |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Sources: 1, 12) | ☐ | ☐ | ☐ | X |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Sources: 1, 12) | ☐ | ☐ | ☐ | X |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (Sources: 1, 12) | ☐ | ☐ | ☐ | X |
| e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (Sources: 1, 12) | ☐ | ☐ | ☐ | X |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (Sources: 1, 12) | ☐ | ☐ | ☐ | X |
| g) Comply with federal, state, and local statutes and regulations related to solid waste? (Sources: 1, 12) | ☐ | ☐ | ☐ | X |

Any potential project would be designed and constructed using Best Management Practices (BMPs) to appropriately handle wastewater and not exceed wastewater treatment requirements of the San Diego Regional Water Quality Control Board; therefore, there is no impact.

The existing property is located within an urbanized area and served by existing water facilities. There is an existing 16-inch PVC water main in the East 16th Street right-of-way that services the property. Also, all necessary improvements would be included with potential development and project approval and construction would be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations; therefore, there would be no impact.

The existing area is served by EDCO, the local waste collection and recycle company. EDCO has a contract with the City to handle City residents' waste disposal and recycling needs. According to EDCO staff, the company utilizes several landfill sites for the disposal of waste collected in National City, with the most common being Otay Mesa, Sycamore, and Miramar Landfills, with an additional 12, 26 and 9 years of capacity remaining respectively; therefore, there is a less than significant impact. There are two other landfill sites in San Diego County – the Ramona landfill, which is full, and Borrego Springs landfill, which has an additional 30 years capacity remaining. In addition, potential development be required to comply with all

federal, state, and local statues and regulations related to solid waste.

| XVIII – MANDATORY FINDINGS of SIGNIFICANCE | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? (Sources: 1) | ☐ | ☐ | ☐ | X |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (Sources: 1) | ☐ | ☐ | ☐ | X |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (Sources: 1) | ☐ | ☐ | ☐ | X |

Discussion: No significant impacts to the environment as a result of this project have been identified. Approval of the project is not expected to have any significant impacts, either long-term or short-term, nor will it cause substantial adverse effect on human beings, either directly or indirectly.

## REFERENCE SOURCES:

| Reference # | Document Title | Available for Review at: |
|---|---|---|
| 1 | National City General Plan | National City Planning Division<br>1243 National City Boulevard<br>National City, CA 91950 |
| 2 | City of National City Municipal Code | https://library.municode.com/ca/national_city/codes/code_of_ordinances?nodeId=CD_ORD_TIT18ZO |
| 3 | Case File 2024-18 GPA, ZC, ZV | National City Planning Division |
| 4 | SANDAG trip generation by land use | www.sandag.org |
| 5 | US Fish and Wildlife Service | https://www.fws.gov/ |
| 6 | US Fish and Wildlife Wetland Mapper System | https://www.fws.gov/wetlands/data/mapper.html |
| 7 | South Coastal Information Center (SCIC) cultural resources records search | National City Planning Division |
| 8 | California Department of Conservation | http://maps.conservation.ca.gov/cgs/fam/ |
| 9 | City of National City Climate Action Plan | National City Planning Division |
| 10 | Environmental Protection Agency | https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator |
| 11 | Comments received from National City Fire Department | National City Planning Division |
| 12 | California Integrated Waste Management Board | http://www.ciwmb.ca.gov/ |
| 13 | Environmental Protection Agency | https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator |
| 14 | San Diego Association of Governments | https://www.sandag.org |
| 15 | DATA USA (National City) | https://datausa.io/ |

**From:** Ema Letuli
**To:** Planning Commission
**Subject:** Public Hearing for 3040 East 16th St building
**Date:** Monday, June 30, 2025 3:06:15 PM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Whom it May Concern:

I live at 2945 E. 16th St and we already have an issue with parking. A lot of times people from the condos or the apartments park on Earle Dr or here on 16th St.

With 5 units going in, that will possibility require at least 10 parking spots, 2 per unit.

I hope that will be provided on their property.

If these are 2 story units, the neighbor stands to lose **all** of their privacy.

Thanks,

Ema Letuli



# Public Hearing

CONSIDERATION OF CERTIFICATION OF NEGATIVE DECLARATION AND APPROVAL OF GPA AND ZC FOR PROPERTIES ON E. 16TH ST.

DETERMINATION THAT A PROJECT IS EXEMPT FROM CEQA (IN-FILL DEVELOPMENT) AND A ZV REQUEST FOR 3040 E. 16TH ST.

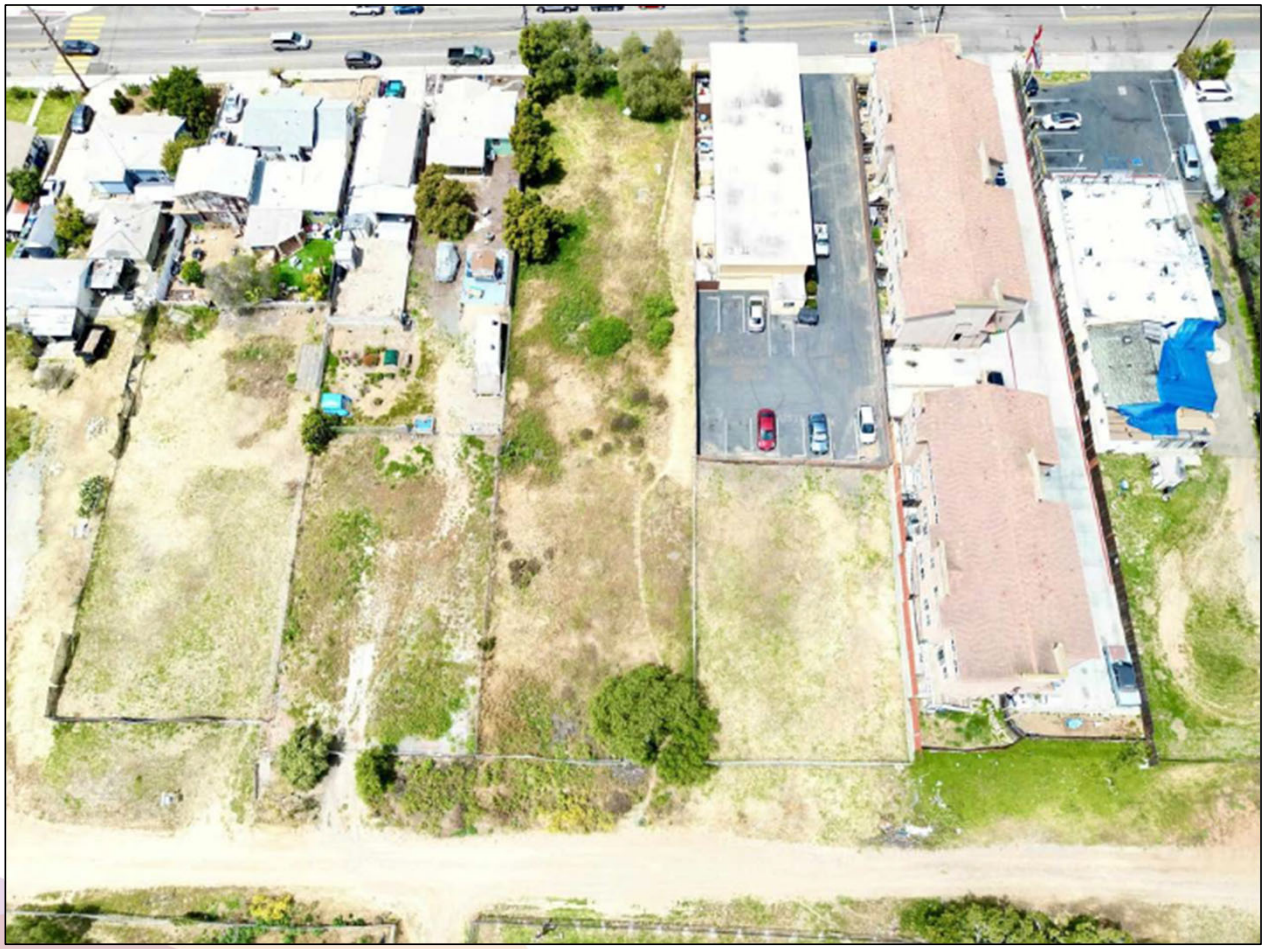
2025-02 GPA, ZC, ZV, IS

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

# Overhead


1540 S. Harbison Ave.
3040 E. 16th St.
3042-3046,
3102-3104,
3106-3108
E. 16th St.
Google Earth

# Overhead



# Overhead



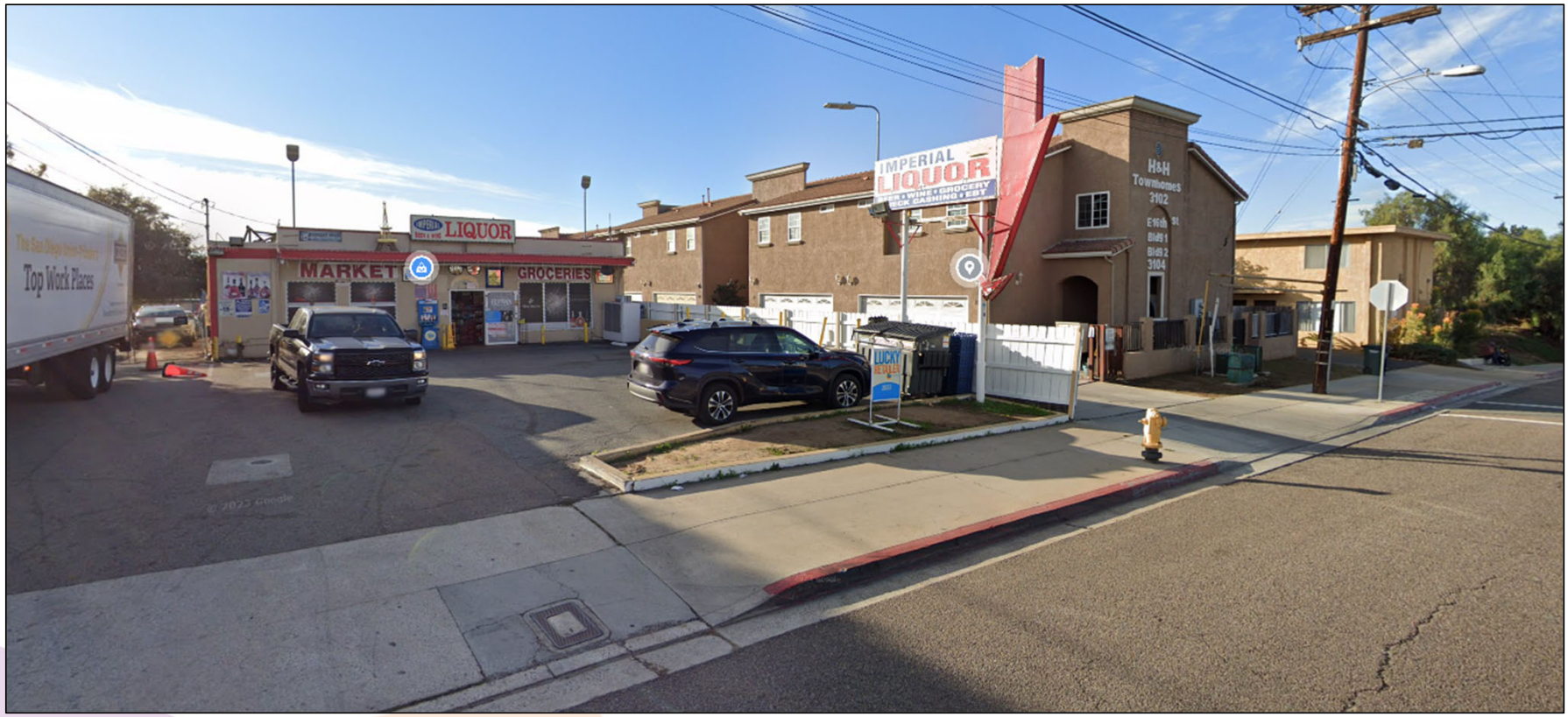
# Overhead


3014
2944
3000
3017
2935
3011
2945
3013
3005
3012
3015
ECS Harbison Head Start

# Images – 3040 & 3042-3046 E. 16th St.



# Images – 3102-3104 & 3106-3108 E. 16th St.



# Images – 1540 S. Harbison Ave.



# Site Characteristics

- 0.45-acre vacant property (3040 E. 16th St.)
  - Owner requested GPA, ZC, and ZV
  - Currently zoned RS-2
  - E. 17th St. at the rear is a “paper street”
  - Site and overall area is moderately sloped

# Site Characteristics

- Four additional properties (all signed in favor of ZC)
  - Zoned RS-2
  - 3042-3046 E. 16th St.
    - Six-unit, multi-family structure
  - 3102-3104 E. 16th St.
    - Seven-units in two multi-family structures
  - 3106-3108 E. 16th St.
    - Mixed-use; liquor store with unit in back
  - 1504 S. Harbison Ave.
    - Preschool
    - North side of E. 16th Street
- Bus stop at E. 16th Street and S. Harbison Ave.
- E. 18th Street zoned MXC-1; zone abutting properties across E. 17th Street

# Proposal

- The applicant intends to construct a five-unit, multi-family dwelling
  - Not permitted in the current RS-2 zone
  - Request to change zone to MXC-1; Initiated by Planning Commission on November 18, 2024
  - A General Plan Amendment also required
    - Low-Medium Density Residential to Medium, Mixed-Use
- Neighboring properties were included in the request
  - All properties are currently legal, non-conforming

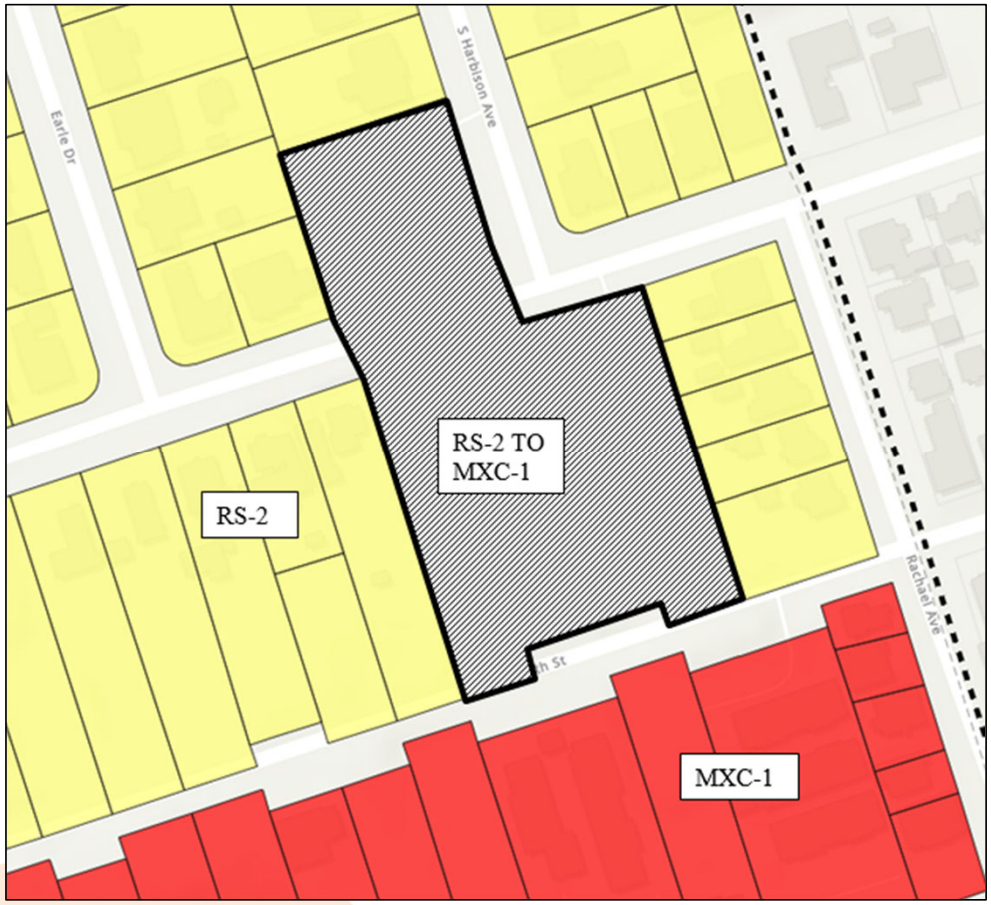
# Concept Plan



# Proposal

- Modified concept
  - Reduced from 3 to 2 stories
  - Reduced unit count:  7 to 5
  - Result of Fire Department comments

# Proposal



# Staff Analysis – Surrounding Land Uses

- Surrounding area is almost entirely single-family residential
- The typical density of the single-family residential uses ranges from 2.5 to 5.3 dwelling units per acre or 8,471 square foot to 17,368-square foot lots.
  - Analysis includes areas zoned RS-2 and MXC-1
- The current General Plan land use designation permits 9 dwelling units per acre.
- Commercial properties are very limited in the area
  - Two located in the proposal
    - Would become conforming
  - Small office at E. 16th St. and Rachael (RS-2)
  - Liquor store and SDG&E substation at S. Lanoitan Ave. and E. 18th St. (MXC-1)

# Staff Analysis – Surrounding Land Uses

- There are a few existing multi-unit residential properties.
- The only properties in the RS-2 zone in the vicinity with three or more units are included in the Zone Change request.
- The MXC-1 zone along E. 18th Street has several properties with three or more units.
  - The General Plan land use designation of Medium, Mixed-Use allows up to 48 dwelling units per acre.
  - The largest and most dense multi-family property in the vicinity has 24 units and a density of 29 dwelling units per acre.
  - The two multi-family properties in the rezone have densities of 14 and 15 dwelling units per acre and would become conforming.
- The applicant's request incorporates properties that are inconsistent with their current zone, RS-2.
- There would be minimal change to the area with the rezone.

# Staff Analysis – General Plan

- Several General Plan policies are related to this request including:
  - Policy H 1.1: Provide an adequate supply of land zoned for residential development to meet the projected housing need.
  - Policy H 2.1: Promote residential development on underutilized land and remove barriers to infill development.
  - Policy LU 2.1: Facilitate the development of a variety of housing types to meet the Regional Housing Needs Assessment allocations while enhancing the City's community character.
  - Policy LU 3.1: Support the creation and expansion of mixed-use, commercial, and higher density residential development in transit priority areas and along mixed-use corridors
- The applicant's property is currently vacant and lacks the necessary street frontage to develop lots.
- Property would otherwise go undeveloped or underutilized.
- Proposal promotes the viability of the MXC-1 district in the area by allowing for development near public transit.

# Staff Analysis – Land Use Code

- The proposal by the applicant is conceptual at this stage.
  - Conforms with most development standards related to a multi-unit project within the MXC-1 zone.
  - 75% street wall requirement is not met. Applicant opted to request a Zone Variance to allow the property to be served by a two-way driveway.

# California Environmental Quality Act (CEQA)

- An Initial Study (IS) checklist was prepared for the General Plan and Zone Change amendments
- Staff is recommending certification of a Negative Declaration based on the results of the IS
- The requested Zone Variance was not included in the IS. Staff is recommending a categorical exemption (Class 32, In-Fill Development).
- Items are being considered under separate resolution.
  - GPA, ZC, and ND
  - ZV and determination of a categorical exemption

# Summary

- Applicant's property is currently vacant and suitable for infill development
- While the current RS-2 zone would allow a subdivision, it may be impractical and the requested General Plan Amendment and Zone Change would allow a multi-unit residential development consistent with General Plan policies.
- The surrounding area is vastly comprised of low density, single-family housing, but the properties is close proximity to this request are consistent with the requested Minor, Mixed-Use Corridor zone.
- The inclusion of the neighboring properties with the request would expand the district in a logical manner and provide for development in close proximity to existing public transit.

# Options for the GPA and ZC

- Certify the Negative Declaration and recommend approval of 2025-02 GPA, ZC, IS, subject to the conditions included in the Resolution, or other conditions, and based on the findings in the draft Resolution, or other findings determined by the Planning Commission; or

- Find that the Negative Declaration for the Proposed Project is not in compliance with the requirements of CEQA, based on findings to be determined by the Planning Commission, and/or deny 2025-02 GPA, ZC, IS based on the attached finding, or findings determined by the Planning Commission; or

- Continue the item for additional information

- Staff recommending approval of the GPA and ZC

# Options for the ZV

- Determine that the Zone Variance request is categorically exempt from CEQA and recommend approval of 2025-02 ZV, subject to the conditions included in the Resolution, or other conditions, and based on the findings in the draft Resolution, or other findings determined by the Planning Commission; or

- Find that the Zone Variance request is not categorically exempt from CEQA, based on findings to be determined by the Planning Commission, and/or deny 2025-02 ZV based on findings determined by the Planning Commission; or

- Continue the item for additional information

- Staff recommending approval of the ZV

# Next Steps:

- GPA and ZC will have a public hearing set for City Council. The Planning Commission recommendation will be forwarded as a resolution.
- A Notice of Decision will be forwarded to City Council for the action taken on the ZV. A second public hearing is not required for the ZV. However, approval of the ZV would become unnecessary should the ZC request be denied by City Council.

# AGENDA REPORT

**Department:** **Fire Department**
**Prepared by:** **Brian Krepps, Division Chief**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Regional Cooperative Care Partnership Dissolution

**RECOMMENDATION:**
Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Amending and Terminating the Regional Cooperative Care Partnership ("RCCP") Joint Exercise of Powers Agreement and Dissolving the RCCP Effective December 31, 2025."

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

**EXPLANATION:**
The Regional Cooperative Care Partnership (RCCP) was established in 2012 through a Joint Powers Agreement (JPA) among several public agencies including the cities of El Cajon, La Mesa, Lemon Grove, National City and the San Miguel Fire Protection Agency. The RCCP provided quality assurance / quality improvement for paramedics and emergency medical technicians; training, including mandatory continuing education hours; provided for a medical director oversight; and served as the department infectious control officer for each fire department's paramedic program.

Each member agency of RCCP contributed funding for the program, with the National City Fire Department's costs being funded by American Medical Response (AMR) through the contract between AMR and the City of National City.

Recently, the cities of El Cajon, La Mesa, and Lemon Grove (through their JPA, Heartland Fire & Rescue) notified RCCP of their desire to withdraw from RCCP. As a result, all member agencies entered into negotiations on the impacts of such withdrawal, including the financial sustainability of RCCP, and on potential dissolution of the RCCP. As a result of such negotiations, the terms and conditions for dissolution of the RCCP JPA was agreed upon between the parties, as memorialized in the Agreement that is attached as Exhibit A, and approved by RCCP's Board of Chiefs on October 2, 2025.

Per the negotiated agreement, the National City Fire Department will be receiving all physical assets belonging to the RCCP which are listed in the Agreement, including a vehicle. Additionally, the City will be receiving 50% of the RCCP's financial assets, with the amount to be determined after all RCCP accounts and debts have been settled. The National City Fire Department intends to use the funding received from the dissolution of the RCCP JPA to bring the services provided by the RCCP JPA in-house.

**FINANCIAL STATEMENT:**
There is no financial impact to the City. The National City Fire Department's annual costs for RCCP have been paid for by American Medical Response as per their contract with AMR. The City will be receiving all physical assets of the RCCP including a 2022 Ford Explorer, several instructional mannequins, three computers and miscellaneous items as noted in the Exhibit A. The City will also be receiving a financial amount from the RCCP, the amount to be determined once the dissolution is finalized.

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

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

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

**ORDINANCE:**
Not Applicable

**EXHIBITS:**
Exhibit A - Agreement
Exhibit B - Resolution

**AGREEMENT AMENDING AND TERMINATING THE REGIONAL COOPERATIVE CARE PARTNERSHIP ("RCCP") JOINT EXERCISE OF POWERS AGREEMENT AND DISSOLVING THE RCCP**

This Agreement Amending and Terminating the Regional Cooperative Care Partnership ("**RCCP**") Joint Exercise of Powers Agreement and Dissolving the RCCP ("**Agreement**") is dated this __ day of _____, 2025, for reference purposes only, and is entered into by and among the City of El Cajon ("**El Cajon**"), the City of La Mesa ("**La Mesa**"), the City of Lemon Grove ("**Lemon Grove**"), the City of National City ("**National City**"), and the San Miguel Consolidated Fire Protection District, including the area formally known as the East County Fire District ("**San Miguel**") (each individually a "**Party**" and collectively the "**Parties**").

## RECITALS

A. The RCCP was created by the Alpine Fire Protection District, a special district, the Bonita Sunnyside Fire Protection District, a special district, the City of La Mesa, a general law city and municipal corporation, the City of Lemon Grove, a general law city and municipal corporation, the City of Imperial Beach, a general law city and municipal corporation, the City of National City, a general law city and municipal corporation, and the San Miguel Consolidated Fire Protection District, a special district, pursuant to a Joint Exercise of Powers Agreement dated as of July 1, 2012 ("**JPA Agreement**") for the purposes of, among other things, consolidating, sharing and funding pre-hospital emergency medical services.

B. The JPA Agreement permits members to withdraw and new members to join and further provides that new members become parties to the JPA Agreement, entitled to all the rights and obligations of members.

C. The RCCP members presently consist of the Parties to this Agreement: El Cajon, La Mesa, Lemon Grove, National City, and San Miguel, each and every one of which agree and do not dispute that the Parties are presently the only parties to the JPA Agreement and the only current members of RCCP.

D. The Parties unanimously agree to amend and terminate the JPA Agreement and dissolve RCCP pursuant to the terms and conditions set forth herein.

E. The Parties wish to authorize the RCCP's agents to take additional steps necessary to ensure RCCP's dissolution, including termination of outstanding contracts, cancellation of permits, and providing notices to required agencies.

## AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated the Parties agree as follows:

**Section 1. Recitals.** The Recitals above are true and correct and are hereby incorporated into the terms of this Agreement as though fully set forth herein.

**Section 2.** **Amendment.** The JPA Agreement is hereby amended to add Section 20 to read as follows:

***Section 20. Liabilities of RCCP***. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of RCCP shall not be the debts, liabilities, and obligations of the Members or their respective officials, officers, employees or agents.

**Section 3.** **Termination.** The Parties hereby agree to terminate the JPA Agreement and thereby dissolve RCCP pursuant to Section 9 of the JPA Agreement effective as of December 31, 2025 ("**Termination Date**"). Notwithstanding the termination of the JPA Agreement, the Parties agree to comply with the terms and conditions set forth in this Agreement with regard to post-termination activities as set forth herein.

**Section 4.** **Assets.** RCCP's remaining assets shall be distributed as provided in this Section 4 and the Parties agree to accept such assets subject to the conditions set forth below. In no event shall assets be transferred to Parties until all means of collecting any monies due to RCCP are exhausted and all RCCP debts are retired.

a. Cash. Prior to dissolution, RCCP shall reserve a contingency in the amount of $5,000 with legal counsel ("**Contingency Funds**") which funds shall be used to pay for post-termination dissolution costs as described herein. On the Termination Date, all RCCP funds, other than Contingency Funds, contained in its cash account(s) shall be allocated among National City, on the one hand, and El Cajon, La Mesa, Lemon Grove, and San Miguel (the "**Remaining Parties**"), on the other hand, according to the following percentages (each a "**Percentage Allocation**"):

| Party | Percentage Allocation |
|---|---|
| National City Allocation | 50% |
| Remaining Parties Allocation | 50% |
| The Remaining Parties Allocation (in other words, the 50% Percentage Allocation set forth above) shall be divided according to the following percentage allocations: | |
| La Mesa | 30.33% |
| Lemon Grove | 9.43% |
| El Cajon | 21.29% |
| San Miguel | 38.95% |

After the Termination Date, any receivables (revenue receipts) deposited into RCCP's account shall be promptly distributed among Parties according to their Percentage Allocation set forth in this Agreement.

b. Property. All items identified on the Property List incorporated herein as "Attachment A" (the "**Property**") shall transfer to National City. All Property is transferred, and

National City accepts such Property, "as-is" and "where-is" with all faults and without warranty or guarantee of any kind. National City assumes sole and complete responsibility for the Property upon transfer, all risk of defect and existing conditions, tort liability and compliance with any and all federal, state and local laws, regulations, rules, orders or ordinances relating to the condition and use of the Property, including Hazardous Materials Laws, for incidents and occurrences after the time of transfer. National City acknowledges that in taking the Property "as-is," it does so with any and all latent and patent defects and that there is no warranty by RCCP that the Property is fit for any particular purpose. National City further acknowledges that it is not relying upon any representation, statement or other assertion with respect to the condition of the Property, and that it has the opportunity to and is relying upon its own examination and investigation of the Property. National City waives any and all claims it may have against RCCP and any Party that relates to the Property, except for claims that occurred prior to the transfer.

c. Documents and Materials. The Parties each acknowledge that they have received copies of documents and other materials prepared by RCCP and its consultants, and that any records or personal property currently in the possession of the Parties related to the administration or work of the Authority shall remain in their respective possession and become their property upon termination.

**Section 5. Authorized Officer.** RCCP's legal counsel, Adriana Ochoa of Snell & Wilmer LLP, and its contractor, Global Medical Response – San Diego, or each of their duly delegated representatives (each an "Authorized Officer"), acting alone or together, is/are responsible for executing the closure related activities set forth herein and is/are hereby authorized and directed to take or cause to be taken all such other actions as may be required to fulfill the purposes of this Agreement including but not limited to: (1) preparation and filing of the appropriate filings with State and local agencies; (2) making final payment for any amounts payable by RCCP under the JPA Agreement and its approved budget through the date of termination; (3) ensuring that reasonable insurance exists following termination; and (4) whatever other final actions are required to memorialize or perfect the termination and dissolution of the RCCP.

**Section 6. Obligations.** The Authorized Officer(s) shall take actions necessary to discharge and terminate RCCP's remaining contractual or other obligations, including any contracts for services, by no later than the Termination Date. The Authorized Officer(s) shall take action to ensure that RCCP satisfies any and all of its remaining debts, liabilities and obligations by no later than the Termination Date. Any such debts, liabilities and obligations of RCCP shall not constitute debts, liabilities or obligations of any Party, except as expressly provided in Section 7.

**Section 7. Accounting and Surplus.** As soon as reasonably practicable, but by no later than the Termination Date, RCCP's final financial records will be prepared. Any assets remaining after Contingency Funds are applied shall be first applied to pay dissolution obligations as described in Section 6, then any surplus money shall be promptly returned to the Parties based on their respective Percentage Allocation. In the event RCCP's funds are insufficient to pay RCCP's obligations after the Termination Date, the Authorized Officer(s) will invoice each Party for such final costs according to their respective **"Contribution Allocation**"

set forth in Attachment B, attached hereto and incorporated herein, which the Parties shall pay within 30 days of receipt. The Parties hereby agree to waive the preparation of annual audit reports for Fiscal Years 2024–2025 and 2025–2026, including a certified audit of all receipts and disbursements, and each Party hereby releases each and every other Party from any and all claims or whatsoever nature by which such Party may have against another Party arising out of or by virtue of the Authority or the JPA Agreement.

**Section 8.** **Cancellation of Permits.** The Authorized Officer(s) shall take actions necessary to cancel RCCP's remaining governmental permit(s), if any, by no later than the Termination Date.

**Section 9.** **Notices.** The Authorized Officer(s) shall provide timely notification of RCCP's termination to necessary employees, vendors, the California Secretary of State, including, as applicable, pursuant to Government Code sections 6503.5 and 6503.6 and 53051, and any other persons or entities requiring notice.

**Section 10.** **Default and Delinquency.** Any Party failing to pay an amount due under this Agreement shall bear interest on the unpaid amount at the rate of ten percent (10%) per annum, or the maximum rate allowed by law if it is less than ten percent (10%) per annum, until the overdue amount is paid in full.

**Section 11.** **Survival of Pre-Termination Defense and Indemnification Obligations.** The Parties hereby acknowledge and agree that, notwithstanding the termination of the JPA Agreement, certain defense, indemnification and hold harmless obligations shall survive pursuant to Section 15 of the JPA Agreement.

**Section 12.** **Adequate Consideration**. The Parties hereto irrevocably acknowledge and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

**Section 13.** **Severability**. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**Section 14.** **Integration**. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

**Section 15.** **Counterparts**. This Amendment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto hereby memorialize their agreement to the terms set forth herein by executing this Agreement as of the date last set forth below. IT IS SO AGREED.

**SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT, INCLUDING THE AREA FORMALLY KNOWN AS THE EAST COUNTY FIRE DISTRICT**

BY: _____

TITLE: _____

DATED: _____

**CITY OF EL CAJON**

BY: _____

TITLE: _____

DATED: _____

**CITY OF NATIONAL CITY**

BY: _____

TITLE: _____

DATED: _____

**CITY OF LEMON GROVE**

BY: _____

TITLE: _____

DATED: _____

**CITY OF LA MESA**

BY: _____

TITLE: _____

DATED: _____

## ATTACHMENT A
## PROPERTY LIST

| Item | Amount |
|---|---|
| Ford Explorer | 1 |
| HP laptop | 1 |
| HP laptop | 1 |
| HP laptop | 1 |
| HP screens | 4 |
| HP screens | 4 |
| keyboard and mouse | 1 |
| Keyboard and mouse | 2 |
| Webcam | 1 |
| Webcam | 1 |
| Corner desk and unit | 1 |
| computer desk adjustable height | 1 |
| computer, screens, mouse & keyboard | 1 |
| misc office equipment | |
| HP Printer | 1 |
| metal shelves | 2 |
| wooden shelves | 1 |
| mini cannon printer | 1 |
| Trophy | 1 |
| Box of meds | |
| Box of IV meds | |
| Compression SmartMan | 1 |
| Resuci Junior | 1 |
| computer keyboard | 1 |
| Versaflo respirator | 2 |
| external DVD/CD player | 1 |
| Radio | 2 |
| Training computer for Smartman | 1 |
| Baby Smartman and computer | 1 |
| Smartman legs | 1 |
| Rhythm generator | 1 |
| Zoll training pads | 21 |
| AED trainers | 2 |
| Orange trauma case | 1 |
| Airway box | 1 |
| IO arm | 1 |

**ATTACHMENT B**
**CONTRIBUTION ALLOCATION**

La Mesa = **23.41%**
Lemon Grove = **7.27%**
El Cajon = **16.42%**
San Miguel = **30.06%**
National City = **22.84%**

**RESOLUTION NO. 2025** -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA**, **AMENDING AND TERMINATING THE REGIONAL COOPERATIVE CARE PARTNERSHIP ("RCCP") JOINT EXERCISE OF POWERS AGREEMENT AND DISSOLVING THE RCCP EFFECTIVE DECEMBER 31, 2025.**

**WHEREAS,** the Regional Cooperative Care Partnership ("RCCP") was created by the Alpine Fire Protection District, the Bonita Sunnyside Fire Protection District, the City of La Mesa,, the City of Lemon Grove, the City of Imperial Beach, the City of National City, and the San Miguel Consolidated Fire Protection District, pursuant to a Joint Exercise of Powers Agreement dated July 1, 2012 ("JPA Agreement") for the purposes of sharing and funding pre-hospital emergency medical services; and

**WHEREAS,** the JPA Agreement permits members to withdraw and new members to join and further provides that new members become parties to the JPA Agreement, entitled to all the rights and obligations of members; and

**WHEREAS,** the current RCCP members are the cities of El Cajon, La Mesa, Lemon Grove, through their joint exercise of powers agreement, Heartland Fire & Rescue; the City of National City; and the San Miguel Consolidated Fire Protection District; and

**WHEREAS,** the current members of RCCP unanimously agree to amend and terminate the JPA Agreement and dissolve RCCP pursuant to the terms and conditions as set for in the Agreement attached to the agenda report as Exhibit A (the "Agreement"); and

**WHEREAS**, on October 2, 2025, the RCCP Board of Chiefs approved the Agreement for subsequent approval by the member agencies' governing bodies; and

**WHERAS,** pursuant to the Agreement, the National City Fire Department will be receiving all physical assets belonging to the RCCP, as well as 50% of the financial assets of RCCP, with the amount to be determined after all RCCP accounts and debts have been settled.

**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 Agreement Amending and Terminating the Regional Cooperative Care Partnership (RCCP) Joint Exercises of Powers Agreement and Dissolving the RCCP, attached to the Agenda Report as Exhibit A.

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

**PASSED and ADOPTED this 21st day of October, 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, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Successor Agency Last and Final Recognized Obligation Payment Schedule (ROPS)

**RECOMMENDATION:**
Adopt the Resolution Entitled: "Resolution of the Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency Approving the Last and Final Recognized Obligation Payment Schedule (ROPS) for the Seven ROPS Periods Beginning July 1, 2026 through June 30, 2033 with Obligations Totaling $25,074,222, and Approving the Submittal of the Last and Final ROPS to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board."

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

**EXPLANATION:**
Effective February 1, 2012, all Redevelopment Agencies in California were dissolved, and "Successor Agencies" were established to wind down the affairs of the former redevelopment agencies under the direction of oversight boards. Health and Safety Code Section 34177 requires successor agencies to perform a number of functions, one of which is to prepare a Recognized Obligation Payment Schedule (ROPS) before each fiscal period that details the amounts required to be spent and the source of funds for those expenditures. If a Successor Agency meets certain conditions, it may submit a "Last and Final ROPS" that covers all remaining periods. The National City Successor Agency has seven years left until all obligations have been discharged.

Pursuant to Health and Safety Code (HSC) section 34191.6(a), agencies that have received a Finding of Completion may file a Last and Final ROPS if all of the following conditions are met:

- The remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules including, but not limited to, debt service, loan agreements, and contracts.
- All remaining obligations have been previously listed on the ROPS and approved for payment by Finance pursuant to HSC section 34177 (m) or (o).
- The agency is not a party to outstanding/unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

The National City Successor Agency meets all of those conditions. The only remaining obligations are for administrative costs to be paid to the City and debt service on the Agency's 2017A Tax Allocation Refunding Bonds and 2017B Taxable Tax Allocation Refunding Bonds. The final payment on the Series 2017A bonds will be in August of 2032. The final payment on the Series 2017B bonds will be in August of 2029. The primary administrative costs pertain to financial services (provided both internally and by outside vendors) and the execution of the Long-

Range Property Management Plan whereby the City is tasked with the disposition of the former redevelopment agency's properties that had been previously acquired for various community development purposes.

Attachment A shows the proposed Last and Final ROPS with the amounts requested for each of the remaining seven periods. The total amount requested over the seven-year period is $25,074,220. Of that amount, $24,607,550 is for the remaining principal and interest payments on the 2017 Refunding Bonds and $466,070 is for administrative costs. Attachment B details the administrative costs that are included in the Last and Final ROPS. Of note is that amounts for two of the obligations that have previously been listed separately on the ROPS, items 128 (bond disclosure services) and 162 (trustee fees), at $4,000 each, have been incorporated into the administrative cost component of the Last and Final ROPS. This change will simplify the payment process with respect to these vendors.

Once the Last and Final ROPS is approved by the State Department of Finance, the County Auditor and Controller will be authorized to remit Redevelopment Property Tax Trust Fund (RPTTF) monies to the Successor Agency each June and January per the Last and Final obligation schedule without any further requirements for City staff to prepare the annual ROPS or submit certain documentation that is part of the annual ROPS process.

**FINANCIAL STATEMENT:**
The Last and Final ROPS covers the seven-year period corresponding to fiscal years 2026-27 through 2032-33. Obligations under the Last and Final ROPS total $25,074,220. Annual amounts of RPTTF payments will range from a high of $3.8 million for ROPS 26-27 down to $3.3 million for ROPS 32-33.

**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 – Last and Final ROPS
Exhibit B – Last and Final Administrative Costs Detail
Exhibit C - Resolution

## Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary
## Filed for the July 1, 2026 through June 30, 2033 Period

| | |
|---|---|
| **Successor Agency:** | National City |
| **County:** | San Diego |
| **Initial ROPS Period:** | 26-27A |
| **Final ROPS Period:** | 32-33B |

| | Requested Funding for Enforceable Obligations | Total Outstanding Obligation |
|---|---|---|
| **A** | **Enforceable Obligations Funded as Follows (B+C)** | **$-** |
| B | Bond Proceeds | - |
| C | Other Funds | - |
| **D** | **Redevelopment Property Tax Trust Fund (RPTTF) (E+F)** | **$25,074,220** |
| E | RPTTF | 24,607,550 |
| F | Administrative RPTTF | 466,670 |
| **G** | **Total Outstanding Obligations (A+D)** | **$25,074,220** |

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

**National City**
**Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary by ROPS Period**
**July 1, 2026 through June 30, 2033**

| A Period<br>July - December | | | | | | B Period<br>January - June | | | | | | Twelve-Month Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ROPS Period | Fund Sources | | | | Six-Month Total | ROPS Period | Fund Sources | | | | Six-Month Total | |
| | Bond Proceeds | Other Funds | RPTTF | Admin RPTTF | | | Bond Proceeds | Other Funds | RPTTF | Admin RPTTF | | |
| | $- | $- | $23,759,838 | $233,335 | $23,993,173 | | $- | $- | $847,712 | $233,335 | $1,081,047 | $25,074,220 |
| ROPS 26-27A | - | - | 3,463,125 | 35,104 | $3,498,229 | ROPS 26-27B | - | - | 241,660 | 35,104 | $276,764 | $3,774,993 |
| ROPS 27-28A | - | - | 3,414,660 | 35,737 | $3,450,397 | ROPS 27-28B | - | - | 202,312 | 35,737 | $238,049 | $3,688,446 |
| ROPS 28-29A | - | - | 3,446,313 | 36,385 | $3,482,698 | ROPS 28-29B | - | - | 162,085 | 36,385 | $198,470 | $3,681,168 |
| ROPS 29-30A | - | - | 3,437,085 | 37,050 | $3,474,135 | ROPS 29-30B | - | - | 121,475 | 37,050 | $158,525 | $3,632,660 |
| ROPS 30-31A | - | - | 3,469,475 | 37,731 | $3,507,206 | ROPS 30-31B | - | - | 79,792 | 37,731 | $117,523 | $3,624,729 |
| ROPS 31-32A | - | - | 3,244,792 | 27,276 | $3,272,068 | ROPS 31-32B | - | - | 40,388 | 27,276 | $67,664 | $3,339,732 |
| ROPS 32-33A | - | - | 3,284,388 | 24,052 | $3,308,440 | ROPS 32-33B | - | - | - | 24,052 | $24,052 | $3,332,492 |

**National City**
**Last and Final Recognized Obligation Payment Schedule (ROPS) - ROPS Detail**
**July 1, 2026 through June 30, 2033**
**(Report Amounts in Whole Dollars)**

| A | B | C | D | E | F | G | H | I |
|---|---|---|---|---|---|---|---|---|
| Item # | Project Name | Obligation Type | Agreement Execution Date | Agreement Termination Date | Payee | Description | Project Area | Total Outstaning Obligation |
| | | | | | | | | $25,074,220 |
| 87 | Personnel and Admin Costs | Admin Costs | 07/01/2026 | 06/30/2033 | City of National City | Personnel and other support services for SA | Merged | 466,670 |
| 128 | Contract for Financial Analysis | Fees | 02/01/2017 | 06/30/2033 | NHA Advisors | Financial and bond adviser/annual disclosure | Merged | - |
| 162 | Bonds | Fees | 07/01/2019 | 06/30/2033 | Bank of New York | Fiscal Agent Fees | Merged | - |
| 180 | 2017 Tax Allocation Refunding Bond - Series A Principal Payment | Refunding Bonds Issued After 6/27/12 | 09/27/2017 | 08/01/2032 | Bank of New York Mellon Trust Company, N. A. | Bonds issued to refund the outstanding principal balance of the 2005B and 2011 TABs (replaces Items 3 and 4) | Merged | 21,660,000 |
| 181 | 2017 Tax Allocation Refunding Bond - Series A Interest Payment | Refunding Bonds Issued After 6/27/12 | 09/27/2017 | 08/01/2032 | Bank of New York Mellon Trust Company, N. A. | Bonds issued to refund the outstanding principal balance of the 2005B and 2011 TABs (replaces Items 3 and 4) | Merged | 1,929,975 |
| 182 | 2017 Tax Allocation Refunding Bond - Series B Principal Payment | Refunding Bonds Issued After 6/27/12 | 09/27/2017 | 08/01/2029 | Bank of New York Mellon Trust Company, N. A. | Bonds issued to refund the outstanding principal balance of the 1999 TAHBs (replaces Item 1) | Merged | 971,000 |
| 183 | 2017 Tax Allocation Refunding Bonds - Series B Interest Payment | Refunding Bonds Issued After 6/27/12 | 09/27/2017 | 08/01/2029 | Bank of New York Mellon Trust Company, N. A. | Bonds issued to refund the outstanding principal balance of the 1999 TAHBs (replaces Item 1) | Merged | 46,575 |

| A | L | M | P | Q | T | U | X | Y | AB | AC | AF | AG | AJ | AK | AN | AO | AR | AS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 26-27A (Jul-Dec) | | 26-27B (Jan-Jun) | | 27-28A (Jul-Dec) | | 27-28B (Jan-Jun) | | 28-29A (Jul-Dec) | | 28-29B (Jan-Jun) | | 29-30A (Jul-Dec) | | 29-30B (Jan-Jun) | | 30-31A (Jul-Dec) | |
| Item # | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF |
| | $3,463,125 | $35,104 | $241,660 | $35,104 | $3,414,660 | $35,737 | $202,312 | $35,737 | $3,446,313 | $36,385 | $162,085 | $36,385 | $3,437,085 | $37,050 | $121,475 | $37,050 | $3,469,475 | $37,731 |
| 87 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 128 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 162 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 180 | 2,949,000 | - | - | - | 2,933,000 | - | - | - | 2,998,000 | - | - | - | 3,023,000 | - | - | - | 3,348,000 | - |
| 181 | 269,667 | - | 232,952 | - | 232,952 | - | 196,436 | - | 196,436 | - | 159,111 | - | 159,111 | - | 121,475 | - | 121,475 | - |
| 182 | 233,000 | - | - | - | 240,000 | - | - | - | 246,000 | - | - | - | 252,000 | - | - | - | - | - |
| 183 | 11,458 | - | 8,708 | - | 8,708 | - | 5,876 | - | 5,877 | - | 2,974 | - | 2,974 | - | - | - | - | - |

| A | AV | AW | AZ | BA | BD | BE | BH | BI | BM |
|---|---|---|---|---|---|---|---|---|---|
| | 30-31B (Jan-Jun) | | 31-32A (Jul-Dec) | | 31-32B (Jan-Jun) | | 32-33A (Jul-Dec) | | 32-33B (Jan-Jun) |
| Item # | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF | RPTTF | Admin RPTTF | Admin RPTTF |
| | $79,792 | $37,731 | $3,244,792 | $27,276 | $40,388 | $27,276 | $3,284,388 | $24,052 | $24,052 |
| 87 | - | - | - | - | - | - | - | - | - |
| 128 | - | - | - | - | - | - | - | - | - |
| 162 | - | - | - | - | - | - | - | - | - |
| 180 | - | - | 3,165,000 | - | - | - | 3,244,000 | - | - |
| 181 | 79,792 | - | 79,792 | - | 40,388 | - | 40,388 | - | - |
| 182 | - | - | - | - | - | - | - | - | - |
| 183 | - | - | - | - | - | - | - | - | - |

## Successor Agency to the Community Development Commission
## as the National City Redevelopment Agency
### Administrative Budget Detail: Last and Final ROPS: 26-27 through 32-33

**Expenditures (Estimated Amounts per GC 34177(j)(1))**

| | ROPS 26-27 | | | ROPS 27-28 | | | ROPS 28-29 | | | ROPS 29-30 | | | ROPS 30-31 | | | ROPS 31-32 | | | ROPS 32-33 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Annual Salaries & Benefits | % Allocated | Annual Cost | Annual Salaries & Benefits | % Allocated | Annual Cost | Annual Salaries & Benefits | % Allocated | Annual Cost | Annual Salaries & Benefits | % Allocated | Annual Cost | Annual Salaries & Benefits | % Allocated | Annual Cost | Annual Salaries & Benefits | % Allocated | Annual Cost | Annual Salaries & Benefits | % Allocated | Annual Cost |
| **Personnel*** | | | | | | | | | | | | | | | | | | | | | |
| City Manager/Executive Director | $ 328,923 | 2.0% | $ 6,578 | 337,146 | 2.0% | $ 6,743 | 345,574 | 2.0% | $ 6,911 | 354,214 | 2.0% | $ 7,084 | 363,069 | 2.0% | $ 7,261 | 372,146 | 1.0% | $ 3,721 | 381,449 | 0.5% | $ 1,907 |
| Community Development Director | $ 227,755 | 2.0% | 4,555 | 233,449 | 2.0% | 4,669 | 239,285 | 2.0% | 4,786 | 245,267 | 2.0% | 4,905 | 251,399 | 2.0% | 5,028 | 257,684 | 1.0% | 2,577 | 264,126 | 0.5% | 1,321 |
| Finance Director | $ 236,263 | 1.0% | 2,363 | 242,169 | 1.0% | 2,422 | 248,223 | 1.0% | 2,482 | 254,429 | 1.0% | 2,544 | 260,790 | 1.0% | 2,608 | 267,309 | 1.0% | 2,673 | 273,992 | 1.0% | 2,740 |
| Financial Services Officer | $ 181,630 | 0.5% | 908 | 186,171 | 0.5% | 931 | 190,825 | 0.5% | 954 | 195,596 | 0.5% | 978 | 200,486 | 0.5% | 1,002 | 205,498 | 0.5% | 1,027 | 210,635 | 0.5% | 1,053 |
| Budget Manager | $ 178,760 | 0.5% | 894 | 183,229 | 0.5% | 916 | 187,810 | 0.5% | 939 | 192,505 | 0.5% | 963 | 197,318 | 0.5% | 987 | 202,251 | 0.5% | 1,011 | 207,307 | 0.5% | 1,037 |
| Senior Accountant | $ 129,765 | 2.0% | 2,595 | 133,009 | 2.0% | 2,660 | 136,334 | 2.0% | 2,727 | 139,743 | 2.0% | 2,795 | 143,236 | 2.0% | 2,865 | 146,817 | 2.0% | 2,936 | 150,488 | 2.0% | 3,010 |
| Accountant | $ 114,390 | 2.0% | 2,288 | 117,250 | 2.0% | 2,345 | 120,181 | 2.0% | 2,404 | 123,186 | 2.0% | 2,464 | 126,265 | 2.0% | 2,525 | 129,422 | 2.0% | 2,588 | 132,657 | 2.0% | 2,653 |
| Administrative Technician | $ 100,245 | 1.0% | 1,002 | 102,751 | 1.0% | 1,028 | 105,320 | 1.0% | 1,053 | 107,953 | 1.0% | 1,080 | 110,652 | 1.0% | 1,107 | 113,418 | 1.0% | 1,134 | 116,253 | 1.0% | 1,163 |
| Real Property Agent | $ 108,240 | 10.0% | 10,824 | 110,946 | 10.0% | 11,095 | 113,720 | 10.0% | 11,372 | 116,563 | 10.0% | 11,656 | 119,477 | 10.0% | 11,948 | 122,464 | 5.0% | 6,123 | 125,525 | 2.5% | 3,138 |
| Various as needed - LRPMP | N/A | N/A | 12,000 | N/A | N/A | 12,300 | N/A | N/A | 12,608 | N/A | N/A | 12,923 | N/A | N/A | 13,246 | N/A | N/A | 6,600 | N/A | N/A | 6,765 |
| **Total Personnel** | | | $ 44,008 | | | $ 45,108 | | | $ 46,236 | | | $ 47,391 | | | $ 48,576 | | | $ 30,392 | | | $ 24,786 |
| **Maintenance & Operations** | | | | | | | | | | | | | | | | | | | | | |
| Professional Services** | | | $ 18,400 | | | $ 18,400 | | | $ 18,400 | | | $ 18,400 | | | $ 18,400 | | | $ 18,400 | | | $ 18,400 |
| Misc. expenses (supplies, emergent costs) | | | 1,200 | | | 1,200 | | | 1,200 | | | 1,200 | | | 1,200 | | | 1,200 | | | 1,200 |
| **Total M&O** | | | $ 19,600 | | | $ 19,600 | | | $ 19,600 | | | $ 19,600 | | | $ 19,600 | | | $ 19,600 | | | $ 19,600 |
| **Allocated Costs*** ** | | | $ 6,601 | | | $ 6,766 | | | $ 6,935 | | | $ 7,109 | | | $ 7,286 | | | $ 4,559 | | | $ 3,718 |
| **Grand Total** | | | **$ 70,209** | | | **$ 71,474** | | | **$ 72,771** | | | **$ 74,100** | | | **$ 75,463** | | | **$ 54,551** | | | **$ 48,104** |

* Personnel responsibilities include, but are not limited to, executing the Long Range Property Management Plan (LRPMP); managing contracts with service providers; managing the debt service payments and payments to service providers; accounting for all transactions of the SA in the general ledger; and preparing annual financial statements. All personnel costs are estimates and exclude overhead costs. Personnel costs are assumed to increase by 2.5% per year. Personnel costs decline during the last two years because it is expected that activity related to executing the LRPMP will be substantially winding down.

** Professional Services include a share of the costs for the City's annual audit, a splitting of costs between the City and the Successor Agency for a consultant that provides assessed value and property tax analytics for all parcels within National City, the Successor Agency's share of costs for bond disclosure services and the compensation to the trustee bank for making the scheduled debt service payments to bondholders.

*** Allocated costs, estimated at 15% of personnel costs, include various central support functions, including Information Technology, City Clerk (agenda and records management), City Attorney (legal guidance), Risk Management, and Facilities Maintenance.

**RESOLUTION NO. 2025 –**

**RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY APPROVING THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR THE SEVEN ROPS PERIODS BEGINNING JULY 1, 2026 THROUGH JUNE 30, 2033 WITH OBLIGATIONS TOTALING $25,074,222, AND APPROVING THE SUBMITTAL OF THE LAST AND FINAL ROPS TO THE COUNTY OF SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD.**

**WHEREAS**, the City Council established the Redevelopment Agency of the City of National City (the "Redevelopment Agency") by Ordinance No. 1164, dated April 11, 1967; and

**WHEREAS**, the City Council established the Housing Authority of the City of National City (the "Housing Authority") by Ordinance No. 1484, dated October 14, 1975; and

**WHEREAS**, the City Council established the Community Development Commission of the City of National City (the "CDC") by Ordinance No. 1484, dated October 14, 1975, and vested the CDC with all of the powers, duties, and responsibilities of both the Redevelopment Agency and the Housing Authority, among other matters, for the purpose of enabling the CDC to operate and govern the Redevelopment Agency and the Housing Authority under a single board and as a single operating entity. The CDC, acting in its capacity as the Redevelopment Agency of the City of National City, is referred to herein as the "CDC-RDA"; and

**WHEREAS**, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

**WHEREAS**, pursuant to AB 26, the City Council adopted Resolution No. 2012-15 on January 10, 2012, electing to be the Successor Agency to the CDC-RDA. The Successor Agency is a legal entity that exists separate and independent from the City of National City. The Successor Agency formally named itself the "Successor Agency to the Community Development Commission as the National City Redevelopment Agency"; and

**WHEREAS**, Health and Safety Code section 34177(l) requires each successor agency to prepare a Recognized Obligation Payment Schedule (ROPS) prior to each upcoming fiscal period and submit it for approval to its oversight board; and

**WHEREAS**, Health and Safety Code section 34191.6(a) permits successor agencies that have received a finding of completion to file a Last and Final ROPS that covers all remaining periods if all of the following conditions are met: 1) the remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules including, but not limited to, debt service, loan agreements, and contracts; 2) all remaining obligations have been previously listed on the ROPS and approved for payment by Finance pursuant to HSC section 34177 (m) or (o); and 3) the agency is not a party to outstanding/unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

**WHEREAS**, the National City Successor Agency meets all of those conditions and wishes to file a Last and Final ROPS covering the seven ROPS periods beginning with ROPS 26-27 and ending with ROPS 32-33;

**WHEREAS**, the Executive Director has prepared a Last and Final Recognized Obligation Payment Schedule, attached as Exhibit A, for the seven ROPS periods from ROPS 26-27 through ROPS 32-33 with obligations totaling $25,074,220; and

**WHEREAS**, the $25,074,220 includes $24,607,550 for the remaining debt service payments on the Successor Agency's 2017 Refunding Bonds (Series A and Series B), and $466,670 for administrative costs; and

**WHEREAS**, said administrative costs are detailed by year in Exhibit B; and

**WHEREAS**, the Last and Final ROPS, including the administrative costs detail, shall hereafter be submitted for review and approval to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board (Oversight Board) as required by Health and Safety Code section 34191.6 (b); and

**WHEREAS**, upon approval by the Oversight Board, the Last and Final ROPS will be submitted to the California Department of Finance for final authorization as well as to the County's Chief Administrative Officer and Auditor and Controller as required by Health and Safety Code section 34191.6 (b); and

**WHEREAS**, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq*., hereafter the "Guidelines"), and the City's environmental guidelines; and

**WHEREAS**, this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines; and

**WHEREAS**, all of the prerequisites with respect to the adoption of this Resolution have been met.

**NOW, THEREFORE, THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** The foregoing recitals are true and correct, and are hereby made by this reference a substantive part of this Resolution.

**Section 2:** The Successor Agency's Last and Final ROPS, which is attached hereto as Exhibit "A", is approved.

**Section 3:** The Successor Agency's Last and Final ROPS Administrative Budget, which is attached hereto as Exhibit "B", is approved.

**Section 4:** The Executive Director, or designee, is hereby authorized and directed to:

**(i)** submit the Last and Final ROPS to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board for approval in such format as may be directed by the Oversight Board or the County of San Diego; and

**(ii)** take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency; and

**(ii)** take such other actions and execute such other documents as are necessary to comply with or to conform to the direction, guidance, and/or requirements related to Last and Final ROPS by the Oversight Board, State Department of Finance, or other reviewing agencies.

**Section 4:** The Successor Agency determines that this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines.

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

**PASSED and ADOPTED this 21st day of October 2025.**

_____
Ron Morrison, Chair

**ATTEST:**

_____
Shelley Chapel, MMC, City Clerk as
Secretary to the Successor Agency

**APPROVED AS TO FORM:**

_____
Barry J. Schultz, City Attorney
Successor Agency Counsel

# AGENDA REPORT

**Department:** **Fire Department**
**Prepared by:** **Walter Amedee, Emergency Manager**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Vehicle Purchase for the Fire Department

**RECOMMENDATION:**
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract #091521-NAF with National Auto Fleet Group for the Purchase and Buildout of a 2026 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab; 2) Approving the Purchase of a Camper Shell from the Lowest Responsive, Responsible Bidders; and 3) Approving the Establishment of Appropriations and Transfers and a Corresponding Revenue Budget in the General Fund and Vehicle Replacement Fund Based on Funding from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund in a Not-to-Exceed Amount of $81,476.76."

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

**EXPLANATION:**
The National City Fire Department strives to maintain its readiness to respond to significant incidents within the City as well to requests for mutual aid in surrounding jurisdictions and for responding to large scale incidents within the State of California. Through funding available from the Lower Sweetwater Fire Protection District, the City has the opportunity to acquire a 2026 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab truck that would strengthen the Fire Department's response capabilities.

As allowed by Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the Sourcewell Contract #091521-NAF with National Auto Fleet Group to allow for the purchase of one (1) 2026 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state, or local agency pricing program or structure that is determined by the purchasing agent to allow procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the Sourcewell Contract #091521-NAF with National Auto Fleet Group was competitively bid through a Request for Proposals (RFP) process, and that the State of California's Department of General Services procurement procedures are in substantial compliance with those of National City.

Sourcewell is willing to offer the City of National City the opportunity to take advantage of this competitive bid price. The Sourcewell Contract #091521-NAF award was made for $68,000.00, the MSRP unit price. National City's cost will be $72,032.14 ($66,228.40 after a 2.605% discount plus sales tax and tire fee). Therefore, staff requests that City Council authorize the purchase of one (1) 2026 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing, by piggybacking onto the Sourcewell Contract #091521-NAF.

In addition, staff has requested quotes for the purchase of a camper shell for the vehicle. The quotes obtained determined that G&W Truck Accessories were the lowest responsive, responsible bidders for the camper shell. The cost of the camper shell is $5,784.00.

Funding for this purchase was obtained from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund. A check for $81,467.76 will be provided by the Lower Sweetwater Fire Protection District to the Finance Department for the purchase of the vehicle. The vehicle will not be purchased until the funds from the Lower Sweetwater Fire Protection District have been received and deposited into the City's General Fund.

This vehicle will be utilized by an Operations Division Chief to respond to large scale incidents within National City and disasters throughout the state of California.

**FINANCIAL STATEMENT:**
There is no cost to the City of National City to purchase the vehicle due to funding being obtained from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund. The total cost for the purchase of the vehicle is $72,032.14. The remaining balance of $9,444.62 will be used toward the purchase and installation of a camper shell. There will be ongoing operational and maintenance costs as well as internal service fund charges from the City's Vehicle Replacement Reserve as a result of the addition of this vehicle to the City's fleet. There is potential for revenue generation as the Ford F-250 vehicle deploys to incidents throughout the state of California under the auspices of the California Office of Emergency Services with a reimbursement rate of approximately $500.00 per day.

If approved, the budget will be adjusted as follows:
Revenue Accounts:
General Fund: 100-70-22-22100-3558- LSFPD Equip Replacement $81,476.76
Vehicle Acquisition Fund: 644-10-31-31100-3100- Transfer from General Fund $81,476.76

Expenditure Accounts:
General Fund:100-10-19-19100-8644- Transfer to Vehicle Acq. Fund $81,476.76
Vehicle Acquisition Fund: 644-10-22-22100-7511- Automotive Equipment $81,476.76

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

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

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

**ORDINANCE:**
Not Applicable

**EXHIBITS:**
Exhibit A – Sourcewell Contract #091521-NAF
Exhibit B – Sourcewell Quote #40770
Exhibit C – G&W Truck Accessories Quote #000252
Exhibit D – Resolution

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Sourcewell

**Solicitation Number: RFP #091521**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

**19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

**20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...

Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

# RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

### Vendor Details

| | |
|---|---|
| Company Name: | 72 HOUR LLC |
| Does your company conduct business under any other name? If yes, please state: | National Auto Fleet Group |
| Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 |
| Contact: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Phone: | 951-440-0585 |
| Fax: | 831-840-8497 |
| HST#: | 263297677 |

### Submission Details

| | |
|---|---|
| Created On: | Tuesday August 24, 2021 16:34:10 |
| Submitted On: | Tuesday September 14, 2021 14:10:21 |
| Submitted By: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Transaction #: | d2e890de-e761-4f47-9b23-bef3d512bd76 |
| Submitter's IP Address: | 76.81.241.2 |

**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | 72 Hour LLC | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | WCAF, LLC<br>WCDJR, LLC<br>Alan Jay Automotive Inc | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | NAFG has numerous subsidiaries and DBA's including but not limited to:<br>National Auto Fleet Group,<br>Chevrolet of Watsonville,<br>Watsonville Ford<br>Watsonville CDJR<br>Watsonville Fleet Group<br>Alan Jay Chrysler Jeep Inc<br>Alan Jay Chevrolet, Cadillac<br>Alan Jay Buick, GMC<br>Alan Jay Auto Outlet<br>Clewiston Motor Company, Inc<br>Alan Jay Chrysler Dodge Ram Jeep<br>Alan Jay Lincoln<br>Alan Jay Ford<br>Alan Jay Nissan<br>Alan Jay Toyota | * |
| 4 | Proposer Physical Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 | * |
| 5 | Proposer website address (or addresses): | www.NationalAutoFleetGroup.com | * |
| 6 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jesse Cooper<br>Fleet Manager<br><br>1-855-289-6572<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com | * |
| 7 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jesse Cooper<br>Fleet Manager<br><br>1-855-289-6572<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com | * |
| 8 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Clarke Cooper<br>Fleet Manger<br><br>1-855-289-6572<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>ClarkeCooper@watsonvillefleetgroup.com | |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 9 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.<br><br>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.<br><br>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.<br><br>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.<br><br>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come. | * |
| 10 | What are your company's expectations in the event of an award? | If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.<br><br>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members. | * |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.<br><br>Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract.<br><br>A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF.<br><br>B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF.<br><br>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.<br><br>D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.<br><br>E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF.<br><br>F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF.<br><br>G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.<br><br>H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF.<br><br>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.<br><br>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.<br><br>We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.<br><br>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.<br><br>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.<br><br>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members. | * |
| 12 | What is your US market share for the solutions that you are proposing? | . Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%. | * |
| 13 | What is your Canadian market share for the solutions that you are proposing? | It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share. | * |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. | * |

| | | |
|---|---|---|
| 15 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members. |
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.<br><br>CA Certificate of Good Standing 200824810190<br>State of Florida License Certificates:<br>VF/1000974/4<br>VF/1000950/1<br>VF/1046516/1<br>VF/1024619/2<br>VF/1024619/1<br>VF/1018615/1<br>VF/1021891/1<br>VF/1000974/3<br>VF/1105916/1<br>VF/1020705/1<br>VF/1000969/1<br>CA State Seller's Permit 101-135239<br>CA State Seller's Permit 245364864-00001<br>Department of Motor Vehicle, Vehicle Dealer/ License Number 97772<br>Department of Motor Vehicle, Vehicle Dealer License Number 97771<br>Department of Motor Vehicle, Vehicle Dealer License Number 43609<br>Bureau of Automotive repair Registration # ARD00296319 123120<br>CA State Seller's Permit 232781952-00001<br>City of Watsonville Business License Number 1792<br>City of Watsonville Business License Number 4358<br>Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138<br>California General Resale Certificate<br>Dun & Bradstreet Number: 023680653<br>Government of The District of Columbia Certificate<br>Government of the District of Columbia Tax Registration # 7815888160711<br>City of Los Angeles Tax Registration<br>Government of The District of Columbia CLEAN HANDS CERTIFICATION<br>San Diego Freightliner Seller's Permit<br>Commonwealth of Virginia State Corporation Commission Certificate<br>State of Maryland Good Standing Certificate<br>Kansas Department of Revenue for Kansas City Peterbilt<br>New Jersey Department of Treasury Registration Certificate<br>New Jersey Business Registration<br>Notice of Compliance of the Canton City Codified Ordinance<br>Employee Information Report for the State of New Jersey<br>State of Maryland New Sales and Use tax License<br>CA State Seller's Permit 98-037902 00006<br>South Carolina Department of Motor Vehicles License Number 36133<br>State of South Carolina Retail License<br>Commonwealth of Kentucky Vehicle Dealer License 1583 20 100<br>State of West Virginia Dealer License<br>Commonwealth of Kentucky Vehicle Dealer License 1581 20 036<br>State of Tennessee Vehicle Dealer License |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Not Applicable, none. |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * | |
|---|---|---|---|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years | National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors. | * |
| 19 | What percentage of your sales are to the governmental sector in the past three years | Within our fleet division, 90% of our contracts within the past three years have been with government accounts. | * |
| 20 | What percentage of your sales are to the education sector in the past three years | Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector. | * |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales. | * |
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million. | * |

**Table 4: References/Testimonials**

**Line Item 23**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Port of Los Angeles, CA | Mr. Dave Comer | 310-72-3794 | * |
| County of Venture, CA | Mr. Jorge Bnilla | 805-672-2044 | * |
| City of Austin, TX | Mr. Matt Sager | 512-978-2637 | * |
| County of San Joaquin, CA | Mr. David Myers | 209-468-9745 | |
| City of Palo Alto, CA | Ms. Danitra Bahlman | 650-496-5920 | |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| City of Austin | Government | Texas - TX | Purchaser | 10-15 Vehicles at once, Vans and SUVs | Over 1M | * |
| Los Angeles Department of Water and Power | Government | California - CA | Purchaser | Over 120 Vehicles, Vans and SUVs | Over 3M | * |
| Port of Los Angeles | Government | California - CA | Purchaser | Over 80 Trucks, Vans and SUVs | Over 2M | * |
| Anne Arundel County | Government | Maryland - MD | Purchaser | Over 40 Trucks, Vans and SUVs | Over 1M | * |
| City of San Diego | Government | California - CA | Purchaser | Over 500 Trucks, Vans, SUV' | Over 15M | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 25 | Sales force. | Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.<br><br>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations. | * |

| | | | |
|---|---|---|---|
| 26 | Dealer network or other distribution methods. | Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.<br><br>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members. | * |
| 27 | Service force. | The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services. | * |
| 28 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location. | * |
| 29 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:<br><br>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.<br><br>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.<br>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.<br><br>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.<br><br>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.<br><br>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.<br><br>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances. | * |
| 30 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members. | * |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States. | * |

| | | | |
|---|---|---|---|
| 33 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis. | * |
| 34 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes. | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * | |
|---|---|---|---|
| 35 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.<br><br>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness.<br><br>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.<br>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.<br><br>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.<br><br>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.<br><br>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.<br><br>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.<br><br>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.<br><br>Below are a few examples on successful relationship marketing from our Fleet Department:<br>We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.<br><br>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks." | * |

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

| | | |
|---|---|---|
| 36 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.<br><br>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:<br><br>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.<br><br>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.<br>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.<br><br>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.<br><br>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.<br><br>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.<br><br>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.<br><br>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.<br><br>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects. |
| 37 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.<br><br>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.<br><br>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.<br>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.<br><br>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company. |

| | | | |
|---|---|---|---|
| 38 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.<br><br>We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.<br><br>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.<br>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote. | * |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * | |
|---|---|---|---|
| 39 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle. | * |
| 40 | Describe any technological advances that your proposed products or services offer. | Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application. | * |
| 41 | Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | . National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org | * |
| 42 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient. | * |
| 43 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities. | * |
| 44 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | . National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution. | * |

**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 45 | Do your warranties cover all products, parts, and labor? | Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures". | * |
| 46 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage. | * |
| 47 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required. | * |
| 48 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer. | * |
| 49 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform. | * |
| 50 | What are your proposed exchange and return programs and policies? | If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit. | * |
| 51 | Describe any service contract options for the items included in your proposal. | NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file. | * |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|---|---|---|---|
| 52 | Describe any performance standards or guarantees that apply to your services | The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism. | * |
| 53 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements. | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question | Response * | |
|---|---|---|---|
| 54 | Describe your payment terms and accepted payment methods? | Standard payment terms are Net 20, with a 10 – day grace period. | * |
| 55 | Describe any leasing or financing options available for use by educational or governmental entities. | . In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file. | * |
| 56 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting. | * |
| 57 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 58 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File. | * |
| 59 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip<br><br>Each Manufacture Range is detailed in the tabs below, here is an overview<br>Chevrolet from -.077 to 24.45 %<br>Ford Motor Company from -5.19 to 23.31 %<br>GMC from 6.14 to 22.45 %<br>Ram from 4.99 to 14.23 %<br>Dodge from 3.09 to 9.96 %<br>Jeep from 1.38 to 4.17 %<br>Chrysler from 1.65 to 4.55 %<br>Toyota from .03 to 8.98 %<br>Honda from 1.34 to 4.9 %<br>Nissan from -.085 to 14.61 %<br>Buick from 2.36 to6.08<br>Kia from .69 to 8.39 %<br>BMW from 3.8 to 4.77 %<br>Cadillac from 4.22 to 6.77 %<br>Volkswagen from 2.17 to 2.46 % | * |
| 60 | Describe any quantity or volume discounts or rebate programs that you offer. | If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes. | * |
| 61 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | "Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable. | * |
| 62 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote. | * |
| 63 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase. | * |
| 64 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase. | * |
| 65 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users. | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 66 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | NAFG Strives to offer the best overall value to the member with each and every quote. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question | Response * | |
|---|---|---|---|
| 67 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports. | * |
| 68 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations. | * |
| 69 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered. | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question | Response * | |
|---|---|---|---|
| 70 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes. | * |
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file. | * |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 72 | Automobiles | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 73 | Sport Utility Vehicles | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 74 | Vans | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 75 | Trucks | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 76 | Vehicles described in Lines 72-75 above for Public Safety applications | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 77 | Conventional internal combustion models | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 78 | Natural gas or propane autogas, hybrid, or alternative fuel models | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 79 | Electric powered models | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80.** **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Wed September 8 2021 06:27 PM | ☑ | 1 |
| **Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Tue September 7 2021 07:28 PM | ☑ | 2 |
| **Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Thu August 26 2021 05:55 PM | ☑ | 1 |
| **Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Mon August 23 2021 09:47 AM | ☑ | 1 |
| **Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Sun August 8 2021 09:02 PM | ☑ | 1 |
| **Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Thu August 5 2021 03:58 PM | ☑ | 1 |

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

9/24/2025

Quote ID: **40770**

Order Cut Off Date: **TBA**

Brian Krepps
City of National City
National city Fire

343 E 16th Street

National City, California, 92009

Dear Brian Krepps,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
**One (1) New/Unused (2026 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab 6.75' Box 160" WB, )** and delivered to your specified location, each for

| | One Unit (MSRP) | One Unit | Total % Savings | Total Savings |
|---|---|---|---|---|
| Contract Price | $68,000.00 | $66,228.40 | 2.605 % | $1,771.60 |
| Tax (8.7500 %) | | $5,794.99 | | |
| Tire fee | | $8.75 | | |
| Total | | $72,032.14 | | |

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

# Purchase Order Instructions & Resources

***Once units are scheduled by OEM, no cancellations are accepted***

**In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:**

**Email: Fleet@NationalAutoFleetGroup.com**

**Fax: (831) 480-8497**

**Mail: National Auto Fleet Group**

**490 Auto Center Drive**

**Watsonville, CA 95076**

**We will send a courtesy confirmation for your order and a W-9 if needed.**

## Additional Resources

| | |
|---|---|
| **Learn how to track your vehicle:** | **www.NAFGETA.com** |
| **Use the upfitter of your choice:** | **www.NAFGpartner.com** |
| **Vehicle Status:** | **ETA@NationalAutoFleetGroup.com** |
| **General Inquiries:** | **Fleet@NationalAutoFleetGroup.com** |

**For general questions or assistance please contact our main office at:**

# 1-855-289-6572

# Vehicle Configuration Options

| ENGINE | |
|---|---|
| **Code** | **Description** |
| 99N | Engine: 7.3L 2V DEVCT NA PFI V8 Gas |
| **TRANSMISSION** | |
| **Code** | **Description** |
| 44G | Transmission: TorqShift 10-Speed Automatic, -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road |
| **WHEELS** | |
| **Code** | **Description** |
| 64E | Wheels: 18" Ebony Black Machined & Painted Aluminum |
| **TIRES** | |
| **Code** | **Description** |
| TFW | Tires: LT285/75R18E BSW A/T, -inc: Off-road |
| **PRIMARY PAINT** | |
| **Code** | **Description** |
| Z1 | Oxford White |
| **SEAT TYPE** | |
| **Code** | **Description** |
| 3S | Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests |
| **ADDITIONAL EQUIPMENT** | |
| **Code** | **Description** |
| 874 | 360-Degree Camera Package, -inc: wired auxiliary trailer camera compatibility, Rear Parking Sensors, reverse brake assist, LED Center High-Mounted Stop Lamp (CHMSL) Camera, LED center high-mounted stop lamp (CHMSL), 360-Degree Camera, picture in picture capability, BLIS w/Cross-Traffic Alert, trailer coverage |
| 17Y | Tremor Off-Road Package, -inc: unique front springs - ride height increase, rear electronic locking differential, front limited slip differential, performance front and rear shock absorbers, unique front air dams w/approach angle improvement, transfer case and axle water fording vent tubes, rock crawl mode, trail control mode and trail turn assist, Tremor Off-Road Decal, Transfer Case & Fuel Tank Skid Plates, Tires: LT285/75R18E BSW A/T, Off-road, LT285/75R18E BSW Spare Tire, Textured Matte Finish Off-Road Running Boards, Conventional Road Spare Wheel, Wheels: 18" Ebony Black Machined & Painted Aluminum |

| | |
|---|---|
| 86M | Dual AGM 68 AH Battery |
| 67B | 410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp |
| 85S | Tough Bed Spray-In Bedliner, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts |
| 61N | Front & Rear Wheel Well Liners (Pre-Installed) |
| 166 | Carpet Delete, -inc: Replaced w/black vinyl flooring |
| 16T | All-Weather Floor Mats, -inc: Doesn't include carpet floor mats |
| 66S | Upfitter Switches (6), -inc: Located in overhead console |
| **GVWR** | |
| **Code** | **Description** |
| 68U | F-250 >10K GVWR Package |
| **OPTION PACKAGE** | |
| **Code** | **Description** |
| 603A | Order Code 603A |

# 2026 Fleet/Non-Retail Ford Super Duty F-250 SRW XLT 4WD Crew Cab 6.75' Box 160" WB

## *WINDOW STICKER*

2026 Ford Super Duty F-250 SRW XLT 4WD Crew Cab 6.75' Box 160" WB

| CODE | MODEL | MSRP |
|---|---|---|
| W2B | 2026 Ford Super Duty F-250 SRW XLT 4WD Crew Cab 6.75' Box 160" WB | $56,500.00 |
| | **OPTIONS** | |
| 99N | Engine: 7.3L 2V DEVCT NA PFI V8 Gas | $1,500.00 |
| 44G | Transmission: TorqShift 10-Speed Automatic, -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road | $0.00 |
| 64E | Wheels: 18" Ebony Black Machined & Painted Aluminum | INC |
| TFW | Tires: LT285/75R18E BSW A/T, -inc: Off-road | INC |
| Z1 | Oxford White | $0.00 |
| 3S | Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests | $0.00 |
| 874 | 360-Degree Camera Package, -inc: wired auxiliary trailer camera compatibility, Rear Parking Sensors, reverse brake assist, LED Center High-Mounted Stop Lamp (CHMSL) Camera, LED center high-mounted stop lamp (CHMSL), 360-Degree Camera, picture in picture capability, BLIS w/Cross-Traffic Alert, trailer coverage | $1,150.00 |
| 17Y | Tremor Off-Road Package, -inc: unique front springs - ride height increase, rear electronic locking differential, front limited slip differential, performance front and rear shock absorbers, unique front air dams w/approach angle improvement, transfer case and axle water fording vent tubes, rock crawl mode, trail control mode and trail turn assist, Tremor Off-Road Decal, Transfer Case & Fuel Tank Skid Plates, Tires: LT285/75R18E BSW A/T, Off-road, LT285/75R18E BSW Spare Tire, Textured Matte Finish Off-Road Running Boards, Conventional Road Spare Wheel, Wheels: 18" Ebony Black Machined & Painted Aluminum | $4,450.00 |
| 86M | Dual AGM 68 AH Battery | $210.00 |
| 67B | 410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp | $215.00 |
| 85S | Tough Bed Spray-In Bedliner, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts | $625.00 |
| 61N | Front & Rear Wheel Well Liners (Pre-Installed) | $325.00 |
| 166 | Carpet Delete, -inc: Replaced w/black vinyl flooring | $0.00 |
| 16T | All-Weather Floor Mats, -inc: Doesn't include carpet floor mats | $180.00 |
| 66S | Upfitter Switches (6), -inc: Located in overhead console | $250.00 |
| 68U | F-250 >10K GVWR Package | $0.00 |
| 603A | Order Code 603A | $0.00 |

Please note selected options override standard equipment

| | |
|---|---|
| **SUBTOTAL** | **$65,405.00** |
| Advert/ Adjustments | $0.00 |
| Manufacturer Destination Charge | $2,595.00 |
| **TOTAL PRICE** | **$68,000.00** |

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Notes

## Standard Equipment

### MECHANICAL

| |
|---|
| Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD) |
| Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD) |
| 3.73 Axle Ratio (STD) |

### EXTERIOR

| |
|---|
| Wheels: 18" Sparkle Silver Painted Cast Aluminum (STD) |
| Tires: LT275/65Rx18E BSW A/S -inc: Spare may not be the same as road tire (STD) |

### GVWR

| |
|---|
| GVWR: 10,000 lb Payload Package |

### ADDITIONAL EQUIPMENT

| |
|---|
| 50-State Emissions System |
| Transmission w/Driver Selectable Mode and Oil Cooler |
| Electronic Transfer Case |
| Part-Time Four-Wheel Drive |
| 68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection |
| HD 190 Amp Alternator |
| Trailer Wiring Harness |
| Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control |
| 3565# Maximum Payload |
| HD Gas-Pressurized Shock Absorbers |
| Front Anti-Roll Bar |
| Firm Suspension |
| Hydraulic Power-Assist Steering |
| 34 Gal. Fuel Tank |
| Single Stainless Steel Exhaust |
| Auto Locking Hubs |
| Front Suspension w/Coil Springs |
| Solid Axle Rear Suspension w/Leaf Springs |
| 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control |
| Regular Box Style |
| Wheels w/Chrome Hub Covers |

| |
|---|
| Steel Spare Wheel |
| Full-Size Spare Tire Stored Underbody w/Crankdown |
| Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks |
| Chrome Rear Step Bumper |
| Black Side Windows Trim and Black Front Windshield Trim |
| Black Door Handles |
| Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator |
| Manual Extendable Trailer Style Mirrors |
| Fixed Rear Window |
| Variable Intermittent Wipers |
| Privacy Glass |
| Aluminum Panels |
| Chrome Grille |
| Tailgate Rear Cargo Access |
| Tailgate/Rear Door Lock Included w/Power Door Locks |
| Boxside Steps |
| Cargo Lamp w/High Mount Stop Light |
| Perimeter/Approach Lights |
| Auto On/Off Reflector Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off |
| Front Fog Lamps |
| Headlights-Automatic Highbeams |
| Radio w/Seek-Scan, Clock and Speed Compensated Volume Control |
| Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers |
| Fixed Antenna |
| 6 Speakers |
| SYNC 4 -inc: 8" center display, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual |
| Wireless Phone Connectivity |
| 2 LCD Monitors In The Front |
| 6-Way Power Driver Seat -inc: Power Recline, Height Adjustment and Fore/Aft Movement |
| 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement |
| 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat |
| Manual Tilt/Telescoping Steering Column |
| Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer |
| Power Rear Windows |
| Front Cupholder |
| Rear Cupholder |
| 3 12V DC Power Outlets |
| Compass |

| |
|---|
| Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button |
| Cruise Control w/Steering Wheel Controls |
| Manual Air Conditioning |
| HVAC -inc: Underseat Ducts |
| Illuminated Locking Glove Box |
| Full Cloth Headliner |
| Urethane Gear Shifter Material |
| Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents |
| Cloth 40/20/40 Split Bench Seat -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests |
| Day-Night Rearview Mirror |
| Driver And Passenger Visor Vanity Mirrors |
| Full Overhead Console w/Storage, 3 12V DC Power Outlets and 1 Interior 120V AC Power Outlet |
| Fade-To-Off Interior Lighting |
| Front And Rear Map Lights |
| Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats |
| Cab Mounted Cargo Lights |
| Smart Device Remote Engine Start |
| Smart Device Integration |
| Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan |
| Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and Locking 1st Row Underseat Storage |
| Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down |
| Delayed Accessory Power |
| Power Door Locks w/Autolock Feature |
| Driver Information Center |
| Trip Computer |
| Outside Temp Gauge |
| Digital/Analog Appearance |
| Front Center Armrest w/Storage |
| Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints |
| Seats w/Cloth Back Material |
| 2 Seatback Storage Pockets |
| Perimeter Alarm |
| Securilock Anti-Theft Ignition (pats) Immobilizer |
| Air Filtration |

| |
|---|
| 3 12V DC Power Outlets and 1 Interior 120V AC Power Outlet |
| AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC) |
| ABS And Driveline Traction Control |
| Side Impact Beams |
| Dual Stage Driver And Passenger Seat-Mounted Side Airbags |
| Emergency Sos Capability |
| Pre-Collision Assist with Automatic Emergency Braking (AEB) |
| Collision Mitigation-Front |
| Tire Specific Low Tire Pressure Warning |
| Safety Canopy System Curtain 1st And 2nd Row Airbags |
| Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters |
| Dual Stage Driver And Passenger Front Airbags |
| Rear Child Safety Locks |
| Back-Up Camera |

# G & W Truck Accessories / Spray on Bedliners sent you an estimate

**Estimate expires on October 31, 2025**

Thank you for your interest in our premier line of truck accessories. Please come on in. We would be glad to show you the products and answer any questions you may have.

Show full details

## Ford F 250 Super Duty / RSI SmartCap Commercial

| | |
|---|---|
| **EVO Commercial – Ford F-250/F-350 Super Duty (2023–25) – 6' 8" Bed**<br>Regular ($4,295.00 ea.)<br>+ Full Bin-DR ($545.00 ea.)<br>+ Full Bin-PS ($545.00 ea.) | $5,385.00 |
| **Install/Build RSI** | $399.00 |
| **Limited Time Sale** | -$444.26 |
| **Subtotal** | $5,339.74 |
| **California Tax (92058)** | $444.26 |
| **Total** | **$5,784.00** |

Text us

**G & W Truck Accessories / Spray on Bedliners**
230 Roymar Rd Ste G
Oceanside, CA 92058-1323
**gwtruckacc@gmail.com**
+1 (760) 439-2969

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**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT #091521-NAF WITH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND BUILDOUT OF A 2026 FORD SUPER DUTY F-250 SRW (W2B) XLT 4WD CREW CAB; 2) APPROVING THE PURCHASE OF A CAMPER SHELL FROM THE LOWEST RESPONSIVE, RESPONSIBLE BIDDERS; AND 3) APPROVING THE ESTABLISHMENT OF APPROPRIATIONS AND TRANSFERS AND A CORRESPONDING REVENUE BUDGET IN THE GENERAL FUND AND VEHICLE REPLACEMENT FUND WITH FUNDS FROM THE LOWER SWEETWATER FIRE PROTECTION DISTRICT'S EQUIPMENT REPLACEMENT FUND IN A NOT-TO-EXCEED AMOUNT OF $81,467.76.**

**WHEREAS,** the Lower Sweetwater Fire Protection District is making available $81,467.76 for the purchase of a vehicle for the National City Fire Department; and

**WHEREAS,** consistent with National City Municipal Code (NCMC) Section 2.60.260, there is an opportunity to piggyback onto Sourcewell Contract #091521-NAF for the purchase and buildout of 2026 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab through National Auto Fleet Group for the Fire Department in a not-to-exceed amount of $72,032.14; and

**WHEREAS,** the remaining balance of $9,444.62 will be used for the purchase and installation of a camper shell for the vehicle from the lowest responsive, responsible bidders; and

**WHEREAS,** funding for these purchases was obtained from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund with a check for 81,467.76; and

**WHEREAS,** this vehicle will be utilized by an Operations Division Chief to respond to large scale incidents within the city of National City and disasters throughout the state of California.

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

**Section 1.** That the City Council of the City of National City hereby authorizes the City to waive the formal bid process and to piggyback onto Sourcewell Contract #091521-NAF with National Auto Fleet Group for the purchase and buildout of a 2026 Ford Super Duty F-250 SRW (W2B) XLT 4WD Crew Cab.

**Section 2.** That the City Council also hereby authorizes the purchase of a camper shell from the lowest responsive, responsible bidders.

**Section 3.** That the City Council hereby authorizes the establishment of appropriations and transfers and a corresponding revenue budget in the General Fund and Vehicle Replacement Fund based on funding from the Lower Sweetwater Fire Protection District's Equipment Replacement Fund in a not-to-exceed amount of $81,476.76.

**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 21st day of October, 2025.**

Ron Morrison, Mayor

**ATTEST:**

Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM**:

Barry J. Schultz, City Attorney

# AGENDA REPORT

**Department:** **Finance**
**Prepared by:** **Karla Apalategui, Sr. Accounting Assistant**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Warrant Register No. 7 for the Period of 8/08/25 through 8/14/25 in the Amount of $2,681,431.27

**RECOMMENDATION:**
Ratify Warrants Totaling $2,681,431.27

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

**EXPLANATION:**
Per Government Section Code 37208, below are the payments issued for the period of 8/08/25 – 8/14/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

| Vendor | Check/Wire | Amount | Explanation |
|---|---|---|---|
| Metro Wastewater | 375631 | 59,289.00 | Participating Agency Portn. Metro JPA |
| Wright Construction | 375676 | 134,702.16 | CIP 19-11 Paradise Creek Water Quality |
| SBCS Corporation | 375653 | 53,349.00 | TBRA SBCS VII Agreement for FY25 |
| ARJIS | 375573 | 76,104.83 | ARJIS FY26 Charter Member Agency Fees |
| Burke Williams | 1000783 | 64,105.14 | Legal Services / Cummins Appeal |
| Dick Miller Inc | 1000789 | 105,251.23 | CIP 22-09 Eastside I-805 Community |

**FINANCIAL STATEMENT:**
Warrant Register Total $2,681,431.27

**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 – FY26 Warrant Register No. 7

# Warrant Register #7
## 8/8/2025 to 8/14/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **A/P PAYMENTS** | | | | |
| **City Atty** | | | | |
| FOZI DWORK & MODAFFE | LEGAL SERVICES / ARREAGA MATTER | 375611 | 8/14/2025 | 264.17 |
| FOZI DWORK & MODAFFE | LEGAL SERVICES / SD UNIFIED MATTER | 375611 | 8/14/2025 | 9,212.50 |
| HAMRICK & EVANS, LLP | LEGAL SERVICES / DELGADO MATTER | 375615 | 8/14/2025 | 9,035.65 |
| SCHULTZ, BARRY | CONFERENCE REIMBURSEMENT / SCHULTZ | 375654 | 8/14/2025 | 765.58 |
| THOMSON REUTERS | WESTLAW SERVICES FOR CAO | 375667 | 8/14/2025 | 669.73 |
| THOMSON REUTERS | WESTLAW SERVICES FOR CAO | 375667 | 8/14/2025 | 669.73 |
| | | | **Total for City Atty** | **20,617.36** |
| **City Mgr** | | | | |
| BLUETRITON BRANDS | WATER BALANCE FOR FINANCE | 375578 | 8/14/2025 | 142.23 |
| BMI | MUSIC PERFORMANCE AGREEMENT | 375579 | 8/14/2025 | 889.00 |
| LIEBERT CASSIDY WHI | LEGAL SERVICES FOR LABOR NEGOT FFA | 375627 | 8/14/2025 | 3,696.00 |
| LIEBERT CASSIDY WHI | LEGAL SERVICES FOR LABOR NEGOT POA | 375627 | 8/14/2025 | 7,348.00 |
| LIEBERT CASSIDY WHI | LEGAL SERVICES FOR LABOR NEGOT MEA | 375627 | 8/14/2025 | 22,352.00 |
| SOUTH COUNTY ECONOMI | MEMBERSHIP DUES JULY 1 2025 - JUNE 30 2026 | 375659 | 8/14/2025 | 3,500.00 |
| | | | **Total for City Mgr** | **37,927.23** |
| **Comm Svcs** | | | | |
| EXOS WORKS, INC | EXOS BILLBACK FOR SAFETY EQUIPMENT/CSD | 375607 | 8/14/2025 | 979.40 |
| EXOS WORKS, INC | EXOS OPERATIONAL SUPPLIES AND RETURNS/C | 375607 | 8/14/2025 | 734.66 |
| EXOS WORKS, INC | EXOS MAY PAYROLL AND STAFFING EXPENSES | 375607 | 8/14/2025 | 19,973.26 |
| EXOS WORKS, INC | EXOS JUNE PAYROLL AND STAFFING EXPENSES | 375607 | 8/14/2025 | 34,019.57 |
| HOME DEPOT CREDIT SE | SSP VOLUNTEER PROGRAM/CSD | 375618 | 8/14/2025 | 179.67 |
| NATIONAL RECREATION | NRPA CONFERENCE REGISTRATION E.D./CSD PI | 375632 | 8/14/2025 | 745.00 |
| NATIONAL SCHOOL DIST | RFW NSD TRANSPORTATION CASA SUMMER FUI | 375633 | 8/14/2025 | 1,650.00 |
| PEIRCE, DENISSE | RFW-CONTRACT INST BACKPAY FOR MARCH AP | 375638 | 8/14/2025 | 238.00 |
| SMART & FINAL | MOP 45756 FAB GRAND OPENING/CSD | 375656 | 8/14/2025 | 107.62 |
| SMART & FINAL | MOP 45756 CASA YOUTH PROGRAM/CSD | 375656 | 8/14/2025 | 270.12 |
| SWANK MOTION PICTURE | MOVIE LICENSING NC MOVIE NIGHTS WICKED 9/ | 375662 | 8/14/2025 | 850.00 |
| WHENTOWORK INC | SUBSCRIPTION UPGRADE TO NEXT TIER/CSD | 375674 | 8/14/2025 | 62.00 |
| | | | **Total for Comm Svcs** | **59,809.30** |
| **Eng/PW** | | | | |
| ANSER ADVISORY MANAG | CIP 22-47 WASTE WATER RATE ANALYSIS SWEE | 375571 | 8/14/2025 | 8,657.10 |
| ANSER ADVISORY MANAG | CONTINUED GRANT SUPPORT FOR VILLA CIVIL | 375571 | 8/14/2025 | 14,861.69 |
| CANON SOLUTIONS AMER | EQUIPMENT USAGE CHARGE OF ENGINEERING | 375584 | 8/14/2025 | 35.00 |
| CANON SOLUTIONS AMER | EQUIPMENT BASE CHARGE OF ENGINEERING PI | 375584 | 8/14/2025 | 97.43 |
| CITY OF SAN DIEGO | TRANSPORTATION / TREATMENT FEES FY 2025 | 375588 | 8/14/2025 | 1,265.58 |
| DISCOUNT SPECIALTY C | RESTROOM CHEMICALS FY25-PW/PARKS | 375602 | 8/14/2025 | 409.28 |
| ENTERPRISE FLEET MAN | FY26 FLEET LEASE MANAGEMENT | 375604 | 8/14/2025 | 31,346.41 |
| ENTERPRISE FLEET MAN | FY26 FLEET LEASE MANAGEMENT | 375605 | 8/14/2025 | 28,688.46 |
| ENVIRONMENTAL NETWOR | ASBESTOS ROOFING INSPECTIONS AT CITY FAC | 375606 | 8/14/2025 | 2,380.00 |

# Warrant Register #7
## 8/8/2025 to 8/14/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| GEOSYNTEC CONSULTANT | FY25 DUCK POND GROUNDWATER MONITORING | 375613 | 8/14/2025 | 1,980.50 |
| HDR ENGINEERING, INC | CIP 19-11 PARADISE CREEK AT PLAZA PH II | 375616 | 8/14/2025 | 30,944.40 |
| HDR ENGINEERING, INC | CIP 19-11 PARADISE CREEK AT PLAZA PHII | 375616 | 8/14/2025 | 1,318.00 |
| HOME DEPOT CREDIT SE | MISC STREET SUPPLIES FOR FY25-PW/STS | 375618 | 8/14/2025 | 139.00 |
| HOME DEPOT CREDIT SE | MISC STREET SUPPLIES FOR FY25-PW/STS | 375618 | 8/14/2025 | 268.30 |
| HOME DEPOT CREDIT SE | MISC STREET SUPPLIES FOR FY25-PW/STS | 375618 | 8/14/2025 | 39.23 |
| HOME DEPOT CREDIT SE | BUILDING SUPPLIES FY26-PW/FAC | 375618 | 8/14/2025 | 488.29 |
| HOME DEPOT CREDIT SE | BUILDING SUPPLIES FY26-PW/FAC | 375618 | 8/14/2025 | 1,044.64 |
| METRO WASTEWATER JPA | PRTCPTNG AGENCY PORTN. METROJPA ANNUAI | 375631 | 8/14/2025 | 59,289.00 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY26-PW/EQM | 375635 | 8/14/2025 | 160.84 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/STS | 375640 | 8/14/2025 | 130.37 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES CREDIT FY26-PV | 375640 | 8/14/2025 | (8.79) |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/STS | 375640 | 8/14/2025 | 22.50 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375640 | 8/14/2025 | 94.08 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375640 | 8/14/2025 | 107.52 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375640 | 8/14/2025 | 123.06 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375640 | 8/14/2025 | 45.47 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375640 | 8/14/2025 | 177.43 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375640 | 8/14/2025 | 276.14 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375640 | 8/14/2025 | 37.18 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375640 | 8/14/2025 | 44.65 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375640 | 8/14/2025 | 45.87 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375640 | 8/14/2025 | 61.08 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/STS | 375640 | 8/14/2025 | 91.69 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/FAC | 375641 | 8/14/2025 | 28.75 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/FAC | 375641 | 8/14/2025 | 28.75 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/FAC | 375641 | 8/14/2025 | 45.11 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/FAC | 375641 | 8/14/2025 | 28.75 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/WW | 375641 | 8/14/2025 | 55.84 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/STS | 375641 | 8/14/2025 | 113.84 |
| RAC CONSTRUCTION & | CIP 24-20 16TH AND Q AVE STORM DRAIN REPAI | 375642 | 8/14/2025 | 15,023.89 |
| RED WING BUSINESS | WORK BOOTS FOR STREETS FY26-PW/STS | 375645 | 8/14/2025 | 198.72 |
| RED WING BUSINESS | WORK BOOTS FOR J.CASTILLO & J. PICHE FY26- | 375645 | 8/14/2025 | 400.00 |
| SAM'S ALIGNMENT | WHEEL ALIGNMENT SERVICES FY26-PW/EQM | 375649 | 8/14/2025 | 215.00 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR FACILITIES FY25-PW/FA | 375650 | 8/14/2025 | 2,067.93 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR FACILITIES JUL FY25-P' | 375651 | 8/14/2025 | 10,933.05 |
| SO CAL TRUCK STOP | MOP 45758 PROPANE FY25-PW/EQM | 375657 | 8/14/2025 | 141.09 |
| SO CAL TRUCK STOP | MOP 45758 PROPANE FY25-PW/EQM | 375657 | 8/14/2025 | 17.97 |
| SO CAL TRUCK STOP | MOP 45758 PROPANE FY25-PW/EQM | 375657 | 8/14/2025 | 15.86 |
| SO CAL TRUCK STOP | MOP 45758 PROPANE FY25-PW/EQM | 375657 | 8/14/2025 | 8.98 |
| SO CAL TRUCK STOP | MOP 45758 PROPANE FY25-PW/EQM | 375657 | 8/14/2025 | 24.84 |

# Warrant Register #7
## 8/8/2025 to 8/14/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| SO CAL TRUCK STOP | MOP 45758 PROPANE FY25-PW/EQM | 375657 | 8/14/2025 | 31.70 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 40.37 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC MAY-JUL FY25-PW/FA | 375663 | 8/14/2025 | 51.91 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 54.19 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC MAY-JUL FY25-PW/FA | 375663 | 8/14/2025 | 74.92 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC MAY-JUL FY25-PW/FA | 375663 | 8/14/2025 | 74.92 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 105.43 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC MAY-JUL FY25-PW/FA | 375663 | 8/14/2025 | 127.62 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC MAY-JUL FY25-PW/FA | 375663 | 8/14/2025 | 127.62 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 127.62 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 127.62 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 127.62 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 127.62 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC MAY-JUL FY25-PW/FA | 375663 | 8/14/2025 | 133.25 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 134.53 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 297.90 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC MAY-JUL FY25-PW/FA | 375663 | 8/14/2025 | 347.46 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 360.09 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 378.96 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC MAY-JUL FY25-PW/FA | 375663 | 8/14/2025 | 596.22 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC MAY-JUL FY25-PW/FA | 375663 | 8/14/2025 | 616.77 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 667.37 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC MAY-JUL FY25-PW/FA | 375663 | 8/14/2025 | 899.07 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 1,666.08 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 1,735.18 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FACILITIES MAY-JUL FY25 | 375663 | 8/14/2025 | 1,971.13 |
| UNDERGROUND SERVICE | UNDERGROUND SERVICE ALERT FY26-PW/STS | 375669 | 8/14/2025 | 0.90 |
| UNDERGROUND SERVICE | UNDERGROUND SERVICE ALERT FY26-PW/WW | 375669 | 8/14/2025 | 148.51 |
| UNDERGROUND SERVICE | UNDERGROUND SERVICE ALERT FY26-PW/WW | 375669 | 8/14/2025 | 1,132.00 |
| UNITED ROTARY BRUSH | MOP 62683 AUTO SUPPLIES FY26-PW/EQM | 375670 | 8/14/2025 | 446.65 |
| VALLEY INDUSTRIAL SP | MOP 46453 INDUSTRIAL SUPPLIES FY26-PW/FAC | 375671 | 8/14/2025 | 252.84 |
| VULCAN MATERIALS COM | ROADWAY MATERIALS FY26-PW/STS | 375672 | 8/14/2025 | 477.64 |
| VULCAN MATERIALS COM | ROADWAY MATERIALS FY26-PW/STS | 375672 | 8/14/2025 | 1,192.80 |
| WAXIE SANITARY SUPPL | JANITORIAL SUPPLIES FY26-PW/FAC | 375673 | 8/14/2025 | 2,350.97 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY25-PW/FAC | 375675 | 8/14/2025 | 21.03 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375675 | 8/14/2025 | 140.29 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375675 | 8/14/2025 | 152.47 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375675 | 8/14/2025 | 540.74 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375675 | 8/14/2025 | 94.81 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375675 | 8/14/2025 | 206.07 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375675 | 8/14/2025 | 326.25 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375675 | 8/14/2025 | 438.16 |
| WRIGHT CONSTRUCTION, | CIP 19-11 PARADISE CREEK WATER QUALITY | 375676 | 8/14/2025 | 134,702.16 |
| | | | **Total for Eng/PW** | **367,637.23** |
| **Finance** | | | | |
| AK & COMPANY | 1ST OF 2 INSTALLMENTS FY25-26 SB90 CONSUL | 375567 | 8/14/2025 | 4,625.00 |
| BRINK'S INCORPORATED | TRANSPORTATION- BILLING PERIOD 07/01/25 - 0 | 375580 | 8/14/2025 | 670.84 |
| BRINK'S INCORPORATED | TRANSPORTATION- BILLING PERIOD 08/01/25 08/ | 375581 | 8/14/2025 | 674.30 |
| | | | **Total for Finance** | **5,970.14** |
| **Fire** | | | | |
| WORLD ADVANCEMNT OF | ANNUAL FEES FOR WATER ONSCENE | 375563 | 8/11/2025 | 6,798.00 |
| AP TRITON, LLC | EVALUATE AND OPTIMIZE THE EMERGENCY MEI | 375572 | 8/14/2025 | 2,562.50 |
| AT&T | MONTHLY PHONE SERVICES FOR DISPATCHED I | 375574 | 8/14/2025 | 401.02 |
| CASCADE FIRE EQUIPME | LARGE FIRE SHELTER | 375585 | 8/14/2025 | 3,916.57 |
| EKO HEALTH, INC. | CORE DIGITAL ATTACHMENT | 375603 | 8/14/2025 | 1,408.32 |
| FAN4LIFEDECALS | IDENTIFICATION DECALS FOR DRUG BOXES | 375608 | 8/14/2025 | 262.38 |
| FAN4LIFEDECALS | DECALS FOR HELMETS AND PPE EQUIPMENT | 375608 | 8/14/2025 | 107.88 |
| FAN4LIFEDECALS | DECALS FOR HELMETS AND PPE EQUIPMENT | 375608 | 8/14/2025 | 493.08 |
| FASTSIGNS | BACKDROP FOR RECRUITMENT EVENTS | 375609 | 8/14/2025 | 456.75 |
| FASTSIGNS | FIRE INVESTIGATIONS - CANOPY W/FRAME | 375609 | 8/14/2025 | 1,261.50 |
| FEDEX | FEDEX SHIPPING SERVICES FOR FIRE DEPARTM | 375610 | 8/14/2025 | 33.66 |
| GRAINGER | MOP#65179, BATTERY LITHIUM FOR FIRE STATI | 375614 | 8/14/2025 | 227.31 |
| HIVIZ LIGHTING, INC | FACTORY HEADLIGHT | 375617 | 8/14/2025 | 1,630.00 |
| INTERNATIONAL CODE C | INTERNATIONAL CODE COUNCIL CODE BOOKS 2 | 375620 | 8/14/2025 | 1,108.81 |
| LAFRENIERE, DEREK | REIMBURSMT CLAIM, EMT-P RENEWAL FEE | 375624 | 8/14/2025 | 250.00 |
| MES CALIFORNIA | RESCUE TOOL BATTERY COMBI SERVICE | 375630 | 8/14/2025 | 430.63 |
| PRO BUILD COMPANY | MOP #45707, PLU7G TYPE C 1/4" MNPT 1/4" | 375640 | 8/14/2025 | 6.83 |
| PRO BUILD COMPANY | MOP#45707, MEDALLION EXT FLT PB GAL AND FI | 375640 | 8/14/2025 | 158.96 |
| PRO BUILD COMPANY | MOP#45707, SPRING LEAF RAKE 22" TINE | 375640 | 8/14/2025 | 25.92 |
| PRO BUILD COMPANY | MOP#45707, PLASTIC PAINT TRAY, DROP CLOTH | 375640 | 8/14/2025 | 106.83 |
| PRO BUILD COMPANY | MOP#45707, AUTO PRIMER 2 IN 1 SPRAY | 375640 | 8/14/2025 | 14.67 |
| SAFETY-KLEEN SYSTEMS | GASTEC AQUEOUS PW SAMPLE TUBE | 375648 | 8/14/2025 | 292.79 |
| STILES, JAMES | REIMBRSMNT CLAIM, EMT-P LICENSE RENEWAL | 375661 | 8/14/2025 | 250.00 |
| THE SHERWIN WILLIAMS | MOP#77816M, PAINT FOR FIRE STATION 34 | 375665 | 8/14/2025 | 114.95 |
| ULINE | BLACK EXECUTIVE LEATHER CHAIR | 375668 | 8/14/2025 | 318.95 |
| | | | **Total for Fire** | **22,638.31** |
| **Housing** | | | | |
| CHRISTENSEN & SPATH | KIMBALL HIGHLANDS/ BONUS DENSITY | 375587 | 8/14/2025 | 825.00 |
| CHRISTENSEN & SPATH | KIMBALL HIGHLANDS/ BONUS DENSITY | 375587 | 8/14/2025 | 750.00 |
| CSA SAN DIEGO COUNTY | FAIR HOUSING AND TENANT LANDLORD SERVIC | 375597 | 8/14/2025 | 9,474.01 |
| KEYSER MARSTON ASSOC | CONSULTING SERVICES FOR HOMEOWNERSHIF | 375622 | 8/14/2025 | 3,805.00 |
| KEYSER MARSTON ASSOC | ON-CALL CONSULTING SERVICES | 375622 | 8/14/2025 | 25,017.50 |

# Warrant Register #7
## 8/8/2025 to 8/14/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| KEYSER MARSTON ASSOC | CONSULTING SERVICES FOR HOMEOWNERSHIF | 375622 | 8/14/2025 | 8,428.75 |
| SBCS CORPORATION | TBRA SBCS VII AGREEMENT FOR FY25 | 375653 | 8/14/2025 | 53,349.00 |
| | | | **Total for Housing** | **101,649.26** |
| **HR** | | | | |
| AETNA BEHAVIORAL HEA | EAP FOR THE MO. OF SEPT. 2025 | 375565 | 8/14/2025 | 825.60 |
| ALTA LANGUAGE SERVIC | BILILNGUAL TESTING JULY 2025 | 375569 | 8/14/2025 | 345.00 |
| CONCENTRA MEDICAL | PRE-EMPLOYMENT PHYSICAL | 375591 | 8/14/2025 | 232.00 |
| G2SOLUTIONS, INC | NEW EMPLOYEE FINGERPRINT TEST SUBMISSIC | 375612 | 8/14/2025 | 7.50 |
| LASER SAVER INC | MOP #45725/OFFICE SUPPLIES/HR | 375625 | 8/14/2025 | 521.89 |
| LIEBERT CASSIDY WHI | PERSONNEL MATTER #NA040-00039 | 375627 | 8/14/2025 | 5,568.00 |
| LIEBERT CASSIDY WHI | CITYWIDE HARASSMENT TRAINING/MAY 12, 2025 | 375627 | 8/14/2025 | 4,516.61 |
| LIEBERT CASSIDY WHI | CITYWIDE HARASSMENT TRAINING/JUN 9, 2025 | 375627 | 8/14/2025 | 3,090.98 |
| RALPH ANDERSEN | COMPENSATION SURVEY/SERVICES RENDERED | 375643 | 8/14/2025 | 12,800.00 |
| RALPH ANDERSEN | COMPENSATION SURVEY/SERVICES RENDERED | 375643 | 8/14/2025 | 4,460.00 |
| RALPH ANDERSEN | COMPENSATION SURVEY/SERVICES RENDERED | 375643 | 8/14/2025 | 1,840.00 |
| SOUTH BAY SHREEDDING | SHREDDING MONTHLY SERVICES JULY 2025 | 375658 | 8/14/2025 | 111.00 |
| | | | **Total for HR** | **34,318.58** |
| **IT** | | | | |
| CYBRARIAN SOLUTIONS | CYBRARIAN SOFTWARE ANNUAL SUBSCRIPTION | 375562 | 8/11/2025 | 1,595.00 |
| AT&T | SBC/AT&T DATA/PHONES FY26 | 375574 | 8/14/2025 | 81.55 |
| AT&T | SBC/AT&T DATA/PHONES FY26 | 375575 | 8/14/2025 | 125.68 |
| AT&T | SBC/AT&T DATA/PHONES FY26 | 375575 | 8/14/2025 | 198.55 |
| AT&T | SBC/AT&T DATA/PHONES FY26 | 375575 | 8/14/2025 | 1,926.61 |
| AT&T | SBC/AT&T DATA/PHONES FY26 | 375576 | 8/14/2025 | 9,488.15 |
| CIVICPLUS, LLC | ARCHIVESOCIAL ANNUAL RENEWAL | 375589 | 8/14/2025 | 6,025.43 |
| CORELOGIC SOLUTIONS | REALQUEST REPORTING FOR FY26 | 375592 | 8/14/2025 | 12.30 |
| CORELOGIC SOLUTIONS | REALQUEST REPORTING FOR FY26 | 375592 | 8/14/2025 | 364.44 |
| COX COMMUNICATIONS | COX BUSINESS DATA/VIDEO FY26 | 375593 | 8/14/2025 | 224.73 |
| COX COMMUNICATIONS | COX BUSINESS DATA/VIDEO FY26 | 375593 | 8/14/2025 | 454.96 |
| COX COMMUNICATIONS | COX BUSINESS DATA/VIDEO FY26 | 375593 | 8/14/2025 | 302.53 |
| IMPERIAL COUNTY OFFI | CENIC LIBRARY BROADBAND INTERNET FY25 | 375619 | 8/14/2025 | 7,013.79 |
| IMPERIAL COUNTY OFFI | CENIC LIBRARY BROADBAND INTERNET FY25 | 375619 | 8/14/2025 | 4,972.59 |
| LASER SAVER INC | LASERSAVER PRINTER CONSUMABLES FY25 | 375625 | 8/14/2025 | 483.83 |
| | | | **Total for IT** | **33,270.14** |
| **Library** | | | | |
| AMAZON | LUNCH AT THE LIBRARY GRANT- SUMMER READ | 375570 | 8/14/2025 | (34.79) |
| BAKER & TAYLOR | BAKER AND TAYLOR- 2 BOOKS | 375577 | 8/14/2025 | 39.91 |
| BAKER & TAYLOR | BAKER AND TAYLOR- 3 BOOKS | 375577 | 8/14/2025 | 52.60 |
| ZOOBEAN INC | RFW- ZOOBEAN SUBSCRIPTION RENEWAL, LITE | 375677 | 8/14/2025 | 1,939.85 |
| | | | **Total for Library** | **1,997.57** |
| **Neigh Svcs** | | | | |

# Warrant Register #7
## 8/8/2025 to 8/14/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| AMAZON | REMOTE SPEAKER MICROPHONE/AMAZON | 375570 | 8/14/2025 | 76.06 |
| AMAZON | A-FRAMES | 375570 | 8/14/2025 | 384.30 |
| CALIFORNIA ASSOCIATI | PRC#T3446 A.CORDOVA CACEO CONFERENCE 2 | 375582 | 8/14/2025 | 695.00 |
| CALIFORNIA ASSOCIATI | PRC#T3446 R.SORIANO CACEO CONFERENCE 2( | 375583 | 8/14/2025 | 695.00 |
| CDWG | MDC COMPUTERS NSD | 375586 | 8/14/2025 | 2,315.97 |
| CDWG | MDC COMPUTERS NSD | 375586 | 8/14/2025 | 11,747.54 |
| DATA TICKET INC | ELECTRONIC PERMIT CITATION SYSTEM&PARKII | 375599 | 8/14/2025 | 1,896.00 |
| DATA TICKET INC | ELECTRONIC PERMIT CITATION SYSTEM&PARKII | 375600 | 8/14/2025 | 2,192.00 |
| PRO BUILD COMPANY | MOP 45707 PAINT SUPPLIES | 375640 | 8/14/2025 | 42.41 |
| PRO BUILD COMPANY | MOP 45707 PAINT SUPPLIES | 375640 | 8/14/2025 | 151.38 |
| PRO BUILD COMPANY | MOP 45707 PAINT SUPPLIES | 375640 | 8/14/2025 | 25.44 |
| PRO BUILD COMPANY | MOP 45707 PAINT SUPPLIES | 375640 | 8/14/2025 | 492.54 |
| PRO BUILD COMPANY | MOP 45707 PAINT SUPPLIES | 375640 | 8/14/2025 | 272.22 |
| PRO BUILD COMPANY | MOP 45707 PAINT SUPPLIES | 375640 | 8/14/2025 | 475.09 |
| SAFE LIFE DEFENSE LL | SAFETY VEST FOR M.VILLALBA | 375646 | 8/14/2025 | 777.67 |
| SAFE LIFE DEFENSE LL | SAFTEY VEST FOR A.URQUIDEZ | 375647 | 8/14/2025 | 777.67 |
| THE SHERWIN WILLIAMS | MOP 77816 PAINT SUPPLIES | 375666 | 8/14/2025 | 200.10 |
| THE SHERWIN WILLIAMS | MOP 77816 PAINT SUPPLIES | 375666 | 8/14/2025 | 99.08 |
| | | | **Total for Neigh Svcs** | **23,315.47** |
| **Nutrition** | | | | |
| AIR EXHAUST CORP CO | KITCHEN EXHAUST CLEANING SERVICE | 375566 | 8/14/2025 | 72.00 |
| ALL FRESH PRODUCTS | CONSUMABLES FOR NUTR CTR FY26 | 375568 | 8/14/2025 | 911.50 |
| COZZINI BROS., INC. | KNIFE CLEANING SERVICE FY26 | 375594 | 8/14/2025 | 69.60 |
| COZZINI BROS., INC. | KNIFE CLEANING SERVICE FY26 | 375594 | 8/14/2025 | 69.60 |
| COZZINI BROS., INC. | KNIFE CLEANING SERVICE FY26 | 375594 | 8/14/2025 | 70.58 |
| | | | **Total for Nutrition** | **1,193.28** |
| **Planning** | | | | |
| NBS | LANDSCAPE MAINTENANCE DISTRICT NO. 1 | 375634 | 8/14/2025 | 1,894.00 |
| | | | **Total for Planning** | **1,894.00** |
| **Police** | | | | |
| ADVANCED EXERCISE EQ | WELLNESS ROOM EXERCISE EQUIPMENT | 375564 | 8/14/2025 | 15,499.66 |
| ARJIS | ARJIS / ESUN FY 25 | 375573 | 8/14/2025 | 13,565.23 |
| ARJIS | ARJIS FY 2026 | 375573 | 8/14/2025 | 14,766.00 |
| ARJIS | ARJIS FY 2026 CHARTER MEMBER AGENCY FEES | 375573 | 8/14/2025 | 76,104.83 |
| CDWG | 85" TV FOR INVESTIGATIONS | 375586 | 8/14/2025 | 1,259.31 |
| CDWG | 85" TV FOR INVESTIGATIONS | 375586 | 8/14/2025 | 6.00 |
| CDWG | PD 2ND FLR CONFERENCE ROOM ADMIN REMOI | 375586 | 8/14/2025 | 437.27 |
| CDWG | MONITOR FOR CRIME ANALYST | 375586 | 8/14/2025 | 647.26 |
| CDWG | MONITOR FOR IT ANALYST | 375586 | 8/14/2025 | 647.26 |
| CDWG | MONITOR FOR CRIME ANALYST | 375586 | 8/14/2025 | 10.00 |
| CDWG | MONITOR FOR IT ANALYST | 375586 | 8/14/2025 | 10.00 |

# Warrant Register #7
## 8/8/2025 to 8/14/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| CRUZ, JORGE | REIM: JCRUZ - ADVANCED OFFICER SKILLS TRAI | 375595 | 8/14/2025 | 110.54 |
| CRYE PRECISION LLC | CYRE PRECISION QUOTE# QT0007898 | 375596 | 8/14/2025 | 981.35 |
| CRYE PRECISION LLC | CYRE PRECISION QUOTE# QT0007898 | 375596 | 8/14/2025 | 21.73 |
| DEPT OF JUSTICE | DOJ FINGERPRINTING FOR FY25 / JUNE | 375601 | 8/14/2025 | 262.00 |
| LEXISNEXIS RISK SOLU | LEXISNEXIS ACCURINT TRAX | 375626 | 8/14/2025 | 1,500.00 |
| MAN K9 INC | MONTHLY MAINTENANCE TRAINING MTN-JUNE2( | 375628 | 8/14/2025 | 1,540.00 |
| MC CLURE JR, SHANE | REIM: SMCCLURE - ICI HOMICIDE | 375629 | 8/14/2025 | 849.01 |
| PALOMAR HEALTH | ADULT VICTIM & SUSPECT SEXUAL ASSUALT EX/ | 375636 | 8/14/2025 | 2,700.00 |
| PAUU, ROWDY M | REIM: RPAUU - POST POLICE SUPERVISORY COI | 375637 | 8/14/2025 | 350.00 |
| PHILLIPS WILLIAM | REIM: WPHILLIPS - 2025 LIFESAVERS CONFEREN | 375639 | 8/14/2025 | 276.94 |
| PRO BUILD COMPANY | MOP# 45707 / LOCK EXTENSION CORD / LT. GON | 375640 | 8/14/2025 | 136.05 |
| RAY ALLEN MANUFACTUR | CANINE UNIT EQUIPMENT REQUEST TIER 1 | 375644 | 8/14/2025 | 1,129.77 |
| SAN DIEGO PET SUPPLY | MOP #45753 / K9 SUPPLIES / BADGE 513 | 375652 | 8/14/2025 | 40.89 |
| SAN DIEGO PET SUPPLY | MOP #45753 / K9 SUPPLIES / BADGE 513 | 375652 | 8/14/2025 | 45.15 |
| SAN DIEGO PET SUPPLY | MOP #45753 / K9 SUPPLIES / BADGE 542 | 375652 | 8/14/2025 | 115.13 |
| SAN DIEGO PET SUPPLY | MOP #45753 / K9 SUPPLIES / BADGE 542 | 375652 | 8/14/2025 | 278.35 |
| SIRCHIE ACQUISITION | LAB SUPPLIES | 375655 | 8/14/2025 | 367.65 |
| SPECIAL SERVICES GRO | COVERT TRACK RENEWAL | 375660 | 8/14/2025 | 2,350.00 |
| THE COUNSELING TEAM | EMPLOYEE SUPPORT SERVICE FY 2026 | 375664 | 8/14/2025 | 1,200.00 |
| THOMSON REUTERS | INVESTIGATIVE SERVICE FOR DETECTIVES FY 2 | 375667 | 8/14/2025 | 799.21 |
| | | | **Total for Police** | **138,006.59** |
| **Risk** | | | | |
| CLAIMS MANAGEMENT | MONTHLY RISK MANAGEMENT SERVICES/MAY25 | 375590 | 8/14/2025 | 7,040.00 |
| CSM IN TRUST | CMS, LLP OBO USAA ASO BASBAS, ROSE VS. CN | 375598 | 8/14/2025 | 5,533.53 |
| | | | **Total for Risk** | **12,573.53** |
| | | | **A/P PAYMENTS Total** | **862,817.99** |
| **EFT PAYMENTS** | | | | |
| **Building** | | | | |
| STAPLES BUSINESS ADV | MOP 45704 BUILDING OFFICE SUPPLIES | 1000796 | 8/8/2025 | 38.73 |
| | | | **Total for Building** | **38.73** |
| **City Atty** | | | | |
| BURKE WILLIAMS & SOR | LEGAL SERVICES FOR CUMMINS APPEAL | 1000783 | 8/8/2025 | 64,105.14 |
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR CUMMINS MATTER | 1000788 | 8/8/2025 | 35,992.66 |
| | | | **Total for City Atty** | **100,097.80** |
| **Comm Svcs** | | | | |
| STAPLES BUSINESS ADV | MOP 45704 FAB PRINTER SUPPLIES/CSD | 1000794 | 8/8/2025 | 115.49 |
| STAPLES BUSINESS ADV | MOP 45704 FAB OFFICE SUPPLIES/CSD | 1000794 | 8/8/2025 | 91.77 |
| | | | **Total for Comm Svcs** | **207.26** |
| **Council** | | | | |
| SMART SOURCE OF CALI | MAYOR' AND HIS ASSISTANT BUSINESS CARD | 1000793 | 8/8/2025 | 97.00 |
| | | | **Total for Council** | **97.00** |

# Warrant Register #7
## 8/8/2025 to 8/14/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **Eng/PW** | | | | |
| CHEN RYAN ASSOCIATES | ON-CALL PROJECT SUPPORT SERVICES~ | 1000784 | 8/8/2025 | 16,434.78 |
| D-MAX ENGINEERING IN | CIP 22-26 EL TOYON PARK PROP 68 IMPROVEME | 1000786 | 8/8/2025 | 2,294.92 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000787 | 8/8/2025 | 33.43 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000787 | 8/8/2025 | 203.07 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000787 | 8/8/2025 | 297.86 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000787 | 8/8/2025 | 500.38 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000787 | 8/8/2025 | 684.16 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000787 | 8/8/2025 | 687.51 |
| DICK MILLER INC | CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBE | 1000789 | 8/8/2025 | 105,251.23 |
| GRAINGER | MOP 65179 AUTO SUPPLIES FY26-PW/EQM | 1000790 | 8/8/2025 | 16.80 |
| POWERSTRIDE BATTERY | MOP 67839 AUTO BATTERIES FY26-PW/EQM | 1000792 | 8/8/2025 | 326.26 |
| POWERSTRIDE BATTERY | MOP 67839 AUTO BATTERIES FY26-PW/EQM | 1000792 | 8/8/2025 | 353.26 |
| POWERSTRIDE BATTERY | MOP 67839 AUTO BATTERIES FY26-PW/EQM | 1000792 | 8/8/2025 | 111.67 |
| POWERSTRIDE BATTERY | MOP 67839 AUTO BATTERIES FY26-PW/EQM | 1000792 | 8/8/2025 | 112.34 |
| | | | **Total for Eng/PW** | **127,307.67** |
| **Finance** | | | | |
| STAPLES BUSINESS ADV | MOP #45704 / OFFICE CHAIR / FINANCE DEPT. | 1000794 | 8/8/2025 | 173.99 |
| STAPLES BUSINESS ADV | MOP #45704 / MISC. OFFICE SUPPLIES/ FINANCE | 1000794 | 8/8/2025 | 361.20 |
| | | | **Total for Finance** | **535.19** |
| **Fire** | | | | |
| ACE UNIFORMS & ACCES | UNIFORMS, JACKETS, PATCHES, SEWING AND A | 1000779 | 8/8/2025 | 256.42 |
| ALERT ALL CORPORATIO | ITEM #053 IMP. JR FF STICK-ON BADGE - GOLD | 1000781 | 8/8/2025 | 1,611.68 |
| HAMLYN WILLIAMS INC | TEMP SOA, NARDYEZDA ACOSTA, WE 06-JULY-2 | 1000791 | 8/8/2025 | 860.00 |
| WILLY'S ELECTRONIC S | MOP #45763, LEAD ACIDE BATT:12V 2.9AH | 1000799 | 8/8/2025 | 40.72 |
| | | | **Total for Fire** | **2,768.82** |
| **Housing** | | | | |
| STAPLES BUSINESS ADV | OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT | 1000794 | 8/8/2025 | 46.50 |
| | | | **Total for Housing** | **46.50** |
| **HR** | | | | |
| ADMINSURE INC | WC CLAIMS ADMINISTRATION/JULY25 | 1000780 | 8/8/2025 | 8,862.00 |
| STAPLES BUSINESS ADV | MOP #45704/OFFICE SUPPLIES/HR | 1000794 | 8/8/2025 | 237.16 |
| STAPLES BUSINESS ADV | MOP #45704/OFFICE SUPPLIES/HR | 1000794 | 8/8/2025 | 288.08 |
| STAPLES BUSINESS ADV | MOP #45704/OFFICE SUPPLIES/HR | 1000794 | 8/8/2025 | 64.11 |
| | | | **Total for HR** | **9,451.35** |
| **IT** | | | | |
| CODELATHE TECHNOLOGI | FILE CLOUD ONLINE FY26 | 1000785 | 8/8/2025 | 4,687.50 |
| WILLY'S ELECTRONIC S | ELECTRONICS ACCESSORIES FY26 | 1000799 | 8/8/2025 | 12.65 |
| | | | **Total for IT** | **4,700.15** |
| **Library** | | | | |
| AMAZON CAPITAL SERVI | AMAZON- FAMILY LITERACY- AMAZON PRIME ME | 1000782 | 8/8/2025 | 379.54 |




# Warrant Register #7
## 8/8/2025 to 8/14/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| | | | **Total for Library** | **379.54** |
| **Neigh Svcs** | | | | |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES | 1000798 | 8/8/2025 | 465.08 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES | 1000798 | 8/8/2025 | 137.82 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES | 1000798 | 8/8/2025 | 130.42 |
| | | | **Total for Neigh Svcs** | **733.32** |
| **Planning** | | | | |
| STAPLES BUSINESS ADV | MOP 45704 KEURIG DESCALER & FILTER | 1000795 | 8/8/2025 | 38.58 |
| | | | **Total for Planning** | **38.58** |
| **Police** | | | | |
| ACE UNIFORMS & ACCES | UNIFORMS AND ACCESSORIES FOR PD FOR FY2 | 1000779 | 8/8/2025 | 54.95 |
| STAPLES BUSINESS ADV | MOP# 45704 / VARIOUS OFFICE SUPPLIES / PD A | 1000794 | 8/8/2025 | 162.29 |
| STAPLES BUSINESS ADV | MOP# 45704 / REFUND DUSTPAN AND BROOM / F | 1000794 | 8/8/2025 | (69.59) |
| STAPLES BUSINESS ADV | MOP #45704 / OFFICE BATTERIES / PD ADMIN | 1000794 | 8/8/2025 | 328.61 |
| T'S & SIGNS INC | MAGNET W/LAMINATED DIGITAL DECAL | 1000797 | 8/8/2025 | 1,022.79 |
| | | | **Total for Police** | **1,499.05** |
| | | | **EFT PAYMENTS Total** | **247,900.96** |
| **Payroll** | | | | |
| PY91649 | | | 8/13/2025 | 1,553,862.24 |
| PY91651 | | | 8/14/2025 | 5,368.08 |
| | | | **Payroll Total** | **1,559,230.32** |
| **WIRED PAYMENTS** | | | | |
| **HR** | | | | |
| EDD | UNEMPLOYMENT REIMB. BENEFIT CHARGES | 252190120 | 8/8/2025 | 11,482.00 |
| | | | **Total for HR** | **11,482.00** |
| | | | **WIRED PAYMENTS Total** | **11,482.00** |
| | | | **GRAND TOTAL** | **2,681,431.27** |

# AGENDA REPORT

**Department:** **Finance**
**Prepared by:** **Karla Apalategui, Sr. Accounting Assistant**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Warrant Register No. 8 for the Period of 8/15/25 through 8/21/25 in the Amount of $1,234,278.37

**RECOMMENDATION:**
Ratify Warrants Totaling $1,234,278.37

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

**EXPLANATION:**
Per Government Section Code 37208, below are the payments issued for the period of 8/15/25 – 8/21/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

| Vendor | Check/Wire | Amount | Explanation |
|---|---|---|---|
| Angelus Waretproofin | 375680 | 57,695.00 | CIP 25-12 NC Library Traffic Coating |
| National Auto Fleet | 375698 | 112,614.96 | 2023 Super Duty F250 |
| West Coast Arborists | 375717 | 95,010.00 | City-Wide Tree Trimming FY26 PW/Parks |
| County of San Diego | 375685 | 65,031.00 | FY25-26 HIRT Membership |
| STC Traffic Inc | 1000830 | 115,270.75 | Support Storm drain / CMP Field |
| Public Emp Retire | 252260156 | 355,805.61 | Service Period 7/22/25 – 8/04/25 |

**FINANCIAL STATEMENT:**
Warrant Register Total $1,234,278.37

**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 – FY26 Warrant Register No. 8

# Warrant Register #8
## 8/15/2025 to 8/21/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **A/P PAYMENTS** | | | | |
| **Comm Svcs** | | | | |
| LASER SAVER INC | MOP 45725 TONER FOR PRINTER AT POOL/CSD | 375693 | 8/21/2025 | 146.76 |
| THE SHERWIN WILLIAMS | MOP 77816 CASA EXTERIOR PAINTING SUPPLIES/CSD | 375709 | 8/21/2025 | 142.15 |
| | | | **Total for Comm Svcs** | **288.91** |
| **Eng/PW** | | | | |
| BROADIE, YENNY | T&A 90740 REFUND BOND FOR PROJECT AT 2615 L AV | 375678 | 8/21/2025 | 100.00 |
| BROADIE, YENNY | T&A 90739 REFUND REQUEST FOR PROJECT AT 2615 | 375678 | 8/21/2025 | 1,154.61 |
| COASTLINE DESERT | T&A 90748 REFUND FOR PROJECT BOND AT 205 E 24T | 375679 | 8/21/2025 | 10,151.00 |
| ANGELUS WATERPROOFIN | CIP 25-12 NATIONAL CITY LIBRARY TRAFFIC COATING | 375680 | 8/21/2025 | 57,695.00 |
| CALIFORNIA ELECTRIC | MOP 45698 ELECTRIC SUPPLIES FY26-PW/FAC | 375682 | 8/21/2025 | 45.29 |
| CALIFORNIA ELECTRIC | MOP 45698 ELECTRIC SUPPLIES FY26-PW/FAC | 375682 | 8/21/2025 | 425.25 |
| CALIFORNIA ELECTRIC | MOP 45698 ELECTRIC SUPPLIES FY26-PW/FAC | 375682 | 8/21/2025 | 453.38 |
| DEPT OF INDUSTRIAL R | CONVEYANCE 149767 FY25-PW/FAC | 375687 | 8/21/2025 | 675.00 |
| FIRE ETC | SAFETY BOOTS FOR STAFFFY26-PW/EQM | 375689 | 8/21/2025 | 522.00 |
| GOLDEN SUNRISE PROPE | T&A 90396 REFUND FOR PROJECT AT 724 CIVIC CENT | 375690 | 8/21/2025 | 920.27 |
| HDR ENGINEERING, INC | CIP 19-11 PARADISE CREEK AT PLAZA PH2 | 375691 | 8/21/2025 | 1,633.25 |
| HOME DEPOT CREDIT SE | BUILDING SUPPLIES FY26-PW/FAC | 375692 | 8/21/2025 | 714.89 |
| HOME DEPOT CREDIT SE | BUILDING SUPPLIES FY26-PW/FAC | 375692 | 8/21/2025 | 392.25 |
| HOME DEPOT CREDIT SE | BUILDING SUPPLIES FY26-PW/FAC | 375692 | 8/21/2025 | 511.67 |
| HOME DEPOT CREDIT SE | BUILDING SUPPLIES FY26-PW/FAC | 375692 | 8/21/2025 | 359.22 |
| MASON'S SAW & LAWNMO | MOP 45729 LANDSCAPE SUPPLIES FY26-PW/PARKS | 375695 | 8/21/2025 | 491.11 |
| NASLAND ENGINEERING | T&A 90673 REFUND FOR PROJECT AT 1200 HIGHLAND | 375697 | 8/21/2025 | 3,170.11 |
| NATIONAL AUTO FLEET | 2023 SUPER DUTY F250 SRW (X2A) XL 2WD | 375698 | 8/21/2025 | 112,614.96 |
| NV5 INC | CONTRACT SERVICES- NC GENERAL SERVICES | 375699 | 8/21/2025 | 6,863.66 |
| NV5 INC | PLAN CHECK SRVCS. FOR T&A 90666- 2837 K AVE. | 375699 | 8/21/2025 | 128.75 |
| NV5 INC | PLAN CHECK SRVCS. FOR T&A 90696- 21 W 7TH ST. | 375699 | 8/21/2025 | 169.95 |
| NV5 INC | PLAN CHECK SERVICES FOR CROWN CASTLE PERMIT | 375699 | 8/21/2025 | 360.52 |
| NV5 INC | CONTRACT SERVICES FOR SWEETWATER PIPELINE F | 375699 | 8/21/2025 | 393.98 |
| NV5 INC | PLAN CHECK SRVCS. FOR T&A 90718- PLAZA BONITA | 375699 | 8/21/2025 | 781.26 |
| NV5 INC | PLAN CHECK SRVCS. FOR T&A 90689- 3410 VALLEY RD | 375699 | 8/21/2025 | 1,153.60 |
| NV5 INC | PLAN CHECK SRVCS. FOR T&A 90737- 1437 E 18TH ST | 375699 | 8/21/2025 | 1,215.40 |
| NV5 INC | CONTRACT SERVICES FOR COX COMM. PERMITS | 375699 | 8/21/2025 | 1,321.02 |
| NV5 INC | PLAN CHECK SRVCS. FOR T&A 90696- 21 W 7TH ST. | 375699 | 8/21/2025 | 3,118.33 |
| NV5 INC | PLAN CHECK SRVCS. FOR T&A 90720-1313 BAY MARIN | 375699 | 8/21/2025 | 3,774.96 |
| NV5 INC | CONTRACT SERVICES FOR MEDIA 3 PERMITS | 375699 | 8/21/2025 | 4,110.24 |
| NV5 INC | CONTRACT SERVICES FOR CROWN CASTLE PERMITS | 375699 | 8/21/2025 | 4,449.71 |
| NV5 INC | CONTRACT SERVICES FOR CROWN CASTLE PERMITS | 375699 | 8/21/2025 | 25.75 |
| NV5 INC | PLAN CHECK SRVCS. FOR T&A 90690- 3410 VALLEY RD | 375699 | 8/21/2025 | 234.33 |
| NV5 INC | PLAN CHECK SRVCS. FOR T&A 90689- 3410 VALLEY RD | 375699 | 8/21/2025 | 707.61 |
| NV5 INC | CONTRACT SERVICES FOR CROWN CASTLE PERMITS | 375699 | 8/21/2025 | 1,227.01 |

# Warrant Register #8
## 8/15/2025 to 8/21/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| NV5 INC | CONTRACT SERVICES FOR COX COMM. PERMITS | 375699 | 8/21/2025 | 1,260.48 |
| NV5 INC | CONTRACT SERVICES FOR WYERD/ MEDIA 3 PERMITS | 375699 | 8/21/2025 | 3,808.45 |
| NV5 INC | CONTRACT SERVICES FOR SDGE PERMITS | 375699 | 8/21/2025 | 7,368.55 |
| PERMIT MAX | T&A 90662 REFUND FOR PROJECT AT 113 E 3RD ST. | 375700 | 8/21/2025 | 174.35 |
| PERMIT MAX | T&A 90663 REFUND FOR PROJECT AT 119 E 3RD ST. | 375700 | 8/21/2025 | 289.48 |
| PERMIT MAX | T&A 90669 REFUND FOR PROJECT BOND AT 113 E 3RI | 375700 | 8/21/2025 | 3,500.00 |
| PERMIT MAX | T&A 90670 REFUND FOR PROJECT BOND AT 119 E 3RI | 375700 | 8/21/2025 | 3,500.00 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 76.06 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 166.93 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 168.28 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/EQM | 375701 | 8/21/2025 | 12.69 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 68.87 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/PARKS | 375701 | 8/21/2025 | 12.50 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 116.00 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 64.42 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 180.95 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/PARKS | 375701 | 8/21/2025 | 317.83 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 64.72 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 83.40 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 314.55 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 48.08 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 289.49 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 3.87 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 527.36 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375701 | 8/21/2025 | 71.43 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/PARKS | 375702 | 8/21/2025 | 80.16 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/EQM | 375702 | 8/21/2025 | 85.65 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/FAC | 375702 | 8/21/2025 | 28.75 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/FAC | 375702 | 8/21/2025 | 45.11 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/PARKS | 375702 | 8/21/2025 | 80.16 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/EQM | 375702 | 8/21/2025 | 85.65 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/FAC | 375702 | 8/21/2025 | 28.75 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/WW | 375702 | 8/21/2025 | 61.44 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/WW | 375702 | 8/21/2025 | 113.84 |
| SAN DIEGO HYDRAULICS | MOP 85005 AUTO SUPPLIES FY26-PW/EQM | 375703 | 8/21/2025 | 195.10 |
| SAN DIEGO HYDRAULICS | MOP 85005 AUTO SUPPLIES FY26-PW/EQM | 375703 | 8/21/2025 | 65.78 |
| SITEONE LANDSCAPE SU | MOP 10481 LANDSCAPE SUPPLIES FY25-PW/PARKS | 375704 | 8/21/2025 | 149.68 |
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY26-PW/PARKS | 375704 | 8/21/2025 | 220.95 |
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY26-PW/PARKS | 375704 | 8/21/2025 | 65.97 |
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY26-PW/PARKS | 375704 | 8/21/2025 | 135.43 |
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY26-PW/PARKS | 375704 | 8/21/2025 | 503.91 |

# Warrant Register #8
## 8/15/2025 to 8/21/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| SITEONE LANDSCAPE SU | MOP 69277 LANDSCAPE SUPPLIES FY26-PW/PARKS | 375704 | 8/21/2025 | 155.78 |
| SO CAL TRUCK STOP | MOP 45758 PROPANE FY26-PW/EQM | 375705 | 8/21/2025 | 10.57 |
| SO CAL TRUCK STOP | MOP 45758 PROPANE FY26-PW/EQM | 375705 | 8/21/2025 | 43.33 |
| SO CAL TRUCK STOP | MOP 45758 DIESEL FY26-PW/EQM | 375705 | 8/21/2025 | 27.20 |
| SO CAL TRUCK STOP | MOP 45758 DIESEL FY26-PW/EQM | 375705 | 8/21/2025 | 57.38 |
| SO CAL TRUCK STOP | MOP 45758 PROPANE FY26-PW/EQM | 375705 | 8/21/2025 | 78.20 |
| SPEEDPRO IMAGING | DECALS FOR VEH FY25-PW/EQM | 375707 | 8/21/2025 | 93.11 |
| UNITED ROTARY BRUSH | STREET SWEEPER BRUSHES FY26-PW/EQM | 375713 | 8/21/2025 | 1,238.13 |
| VALLEY INDUSTRIAL SP | MOP 46453 INDUSTRIAL SUPPLIES FY26-PW/FAC | 375714 | 8/21/2025 | 190.40 |
| VALLEY INDUSTRIAL SP | MOP 46453 INDUSTRIAL SUPPLIES FY26-PW/FAC | 375714 | 8/21/2025 | 466.32 |
| VALLEY INDUSTRIAL SP | MOP 46453 INDUSTRIAL SUPPLIES FY26-PW/FAC | 375714 | 8/21/2025 | 393.02 |
| VULCAN MATERIALS COM | ROADWAY MATERIALS FY26-PW/STS | 375715 | 8/21/2025 | 818.90 |
| VULCAN MATERIALS COM | ROADWAY MATERIALS FY26-PW/STS | 375715 | 8/21/2025 | 425.62 |
| WAXIE SANITARY SUPPL | JANITORIAL SUPPLIES FY26-PW/FAC | 375716 | 8/21/2025 | 4,325.93 |
| WEST COAST ARBORISTS | CITY-WIDE TREE TRIMMING FY26-PW/PARKS | 375717 | 8/21/2025 | 95,010.00 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375719 | 8/21/2025 | 102.18 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375719 | 8/21/2025 | 73.73 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375719 | 8/21/2025 | 2,803.39 |
| | | | **Total for Eng/PW** | **352,813.60** |
| **Finance** | | | | |
| CAPPO INC | 2026 CAPPO ANNUAL CONFERENCE REG. LUNT, DEBF | 375683 | 8/21/2025 | 595.00 |
| | | | **Total for Finance** | **595.00** |
| **Fire** | | | | |
| AT&T | MONTHLY PHONE SERVICES FOR DISPATCHED EMER | 375681 | 8/21/2025 | 1.57 |
| COUNTY OF SAN DIEGO | FY25-26 (7/1/25-6/30/26) HIRT MEMBERSHIP FEE | 375685 | 8/21/2025 | 65,031.00 |
| MOTOROLA SOLUTIONS I | PORTABLE MOTOROLA APX6000XE GREEN RADIOS | 375696 | 8/21/2025 | 27,451.48 |
| THE COUNSELING TEAM | EMPLOYEE MEDICAL SUPPORT SERVICES | 375708 | 8/21/2025 | 115.50 |
| WILSON, RONNEY C | REIMBRSMNT, EMT-P LICENSE RENEWAL FEE | 375718 | 8/21/2025 | 250.00 |
| | | | **Total for Fire** | **92,849.55** |
| **Housing** | | | | |
| SOUTH BAY SHREEDDING | MONTHLY FEE FOR SERVICE OF 04/2025 SECTION 8 | 375706 | 8/21/2025 | 70.00 |
| | | | **Total for Housing** | **70.00** |
| **HR** | | | | |
| CONCENTRA MEDICAL CE | PRE-EMPLOYMENT PHYSICALS | 375684 | 8/21/2025 | 1,134.00 |
| LIEBERT CASSIDY WHI | PERSONNEL MATTER #NA040-00043 | 375694 | 8/21/2025 | 1,273.00 |
| LIEBERT CASSIDY WHI | PERSONNEL MATTER #NA040-00039 | 375694 | 8/21/2025 | 14,301.35 |
| LIEBERT CASSIDY WHI | PERSONNEL MATTER #NA040-00039 | 375694 | 8/21/2025 | 880.00 |
| LIEBERT CASSIDY WHI | PERSONNEL MATTER #NA040-00040 | 375694 | 8/21/2025 | 1,320.00 |
| LIEBERT CASSIDY WHI | PERSONNEL MATTER #NA040-00042 | 375694 | 8/21/2025 | 1,320.00 |
| LIEBERT CASSIDY WHI | PERSONNEL MATTER #NA040-00041 | 375694 | 8/21/2025 | 1,540.00 |
| | | | **Total for HR** | **21,768.35** |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **IT** | | | | |
| ESRI | ESRI ARCGIS RENEWAL | 375688 | 8/21/2025 | 15,800.00 |
| | | | **Total for IT** | **15,800.00** |
| **Library** | | | | |
| DANIEL DARKO MARCIAN | SUMMER READING PROGRAM- THE MICROPHONE DO | 375686 | 8/21/2025 | 375.00 |
| | | | **Total for Library** | **375.00** |
| **Neigh Svcs** | | | | |
| PRO BUILD COMPANY | MOP 45707 PAINT SUPPLIES | 375701 | 8/21/2025 | 75.06 |
| PRO BUILD COMPANY | MOP 45707 PAINT SUPPLIES | 375701 | 8/21/2025 | 76.61 |
| THE SHERWIN WILLIAMS | MOP 77816 PAINT SUPPLIES | 375710 | 8/21/2025 | 415.71 |
| THE SHERWIN WILLIAMS | MOP 77816 PAINT SUPPLIES | 375710 | 8/21/2025 | 282.04 |
| | | | **Total for Neigh Svcs** | **849.42** |
| **Police** | | | | |
| ULINE | ULINE FLAT SHELF UTILITY CART | 375712 | 8/21/2025 | 226.52 |
| | | | **Total for Police** | **226.52** |
| | | | **A/P PAYMENTS Total** | **485,636.35** |
| **EFT PAYMENTS** | | | | |
| **Building** | | | | |
| OFFICE SOLUTIONS BUS | FURNITURE FOR BUILDING DIVISION | 1000823 | 8/15/2025 | 3,768.19 |
| | | | **Total for Building** | **3,768.19** |
| **City Atty** | | | | |
| BURKE WILLIAMS & SOR | LEGAL SERVICES FOR GVRO | 1000804 | 8/15/2025 | 768.09 |
| BURKE WILLIAMS & SOR | LEGAL SERVICES FOR DCA | 1000804 | 8/15/2025 | 3,111.00 |
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR THE PORT OF SD | 1000815 | 8/15/2025 | 3,750.00 |
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR KELLEY AND EXINE MATTER | 1000815 | 8/15/2025 | 1,225.00 |
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR POLANCO MATTER | 1000815 | 8/15/2025 | 11,652.75 |
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR CUMMINS MATTER | 1000815 | 8/15/2025 | 29,099.48 |
| | | | **Total for City Atty** | **49,606.32** |
| **City Mgr** | | | | |
| STAPLES BUSINESS ADV | MOP#45704 - CMO OFFICE SUPPLIES | 1000827 | 8/15/2025 | 31.89 |
| STAPLES BUSINESS ADV | MOP#45704 - CMO OFFICE SUPPLIES | 1000827 | 8/15/2025 | 285.51 |
| T'S & SIGNS INC | CITY SHIRT REQUESTED BY BRIAN | 1000831 | 8/15/2025 | 117.45 |
| | | | **Total for City Mgr** | **434.85** |
| **Comm Svcs** | | | | |
| AMAZON CAPITAL SERVI | CRAFT SUPPLIES FOR NNO EVENT/CSD | 1000802 | 8/15/2025 | 631.31 |
| AMAZON CAPITAL SERVI | AMAZON CREDIT MEMO/CSD | 1000802 | 8/15/2025 | (11.24) |
| STAPLES BUSINESS ADV | MOP 45704 CAMACHO OFFICE SUPPLIES/CSD | 1000827 | 8/15/2025 | 63.91 |
| STAPLES BUSINESS ADV | MOP 45704 DUPLICATING PAPER MLK/CSD | 1000827 | 8/15/2025 | 214.73 |
| STAPLES BUSINESS ADV | MOP 45704 MLK OFFICE SUPPLIES/CSD | 1000827 | 8/15/2025 | 67.39 |
| STAPLES BUSINESS ADV | MOP 45704 FAB OFFICES SUPPLIES/CSD | 1000827 | 8/15/2025 | 50.34 |
| | | | **Total for Comm Svcs** | **1,016.44** |

# Warrant Register #8
## 8/15/2025 to 8/21/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **Eng/PW** | | | | |
| D-MAX ENGINEERING IN | FY24 -FY25 STORM WATER SERVICES | 1000807 | 8/15/2025 | 5,273.78 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000816 | 8/15/2025 | 310.24 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000816 | 8/15/2025 | 328.86 |
| GRAINGER | MOP 65179 STREET SUPPLIES FY26-PW/STS | 1000816 | 8/15/2025 | 139.28 |
| GRAINGER | MOP 65179 STREET SUPPLIES FY26-PW/STS | 1000816 | 8/15/2025 | 202.88 |
| HASA INC | CHEMICALS FOR MUNICIPAL POOL FY26-PW/FAC | 1000817 | 8/15/2025 | 842.41 |
| INNOVATIVE CONSTRUCT | BAYSHORE BIKEWAY SEG 5 AND CONNECTIONS, CIP | 1000818 | 8/15/2025 | 5,570.00 |
| NATIONAL CITY TROPHY | MOP 66556 NAME PLATE FY26-PW/FAC | 1000821 | 8/15/2025 | 71.29 |
| NATIONAL CITY TROPHY | MOP 66556 NAME PLATES FY26-PW/FAC | 1000821 | 8/15/2025 | 36.81 |
| STAPLES BUSINESS ADV | MOP 45704 OFFICE SUPPLIES FY26-PW/ENG | 1000827 | 8/15/2025 | 62.66 |
| STAPLES BUSINESS ADV | MOP 45704 OFFICE SUPPLIES FY26-PW/ENG | 1000827 | 8/15/2025 | 65.31 |
| STC TRAFFIC INC | ENG SUPPORT SRVCS | 1000829 | 8/15/2025 | 11,030.00 |
| STC TRAFFIC INC | TRAFFIC SIGNAL SUPPORT SERVICES | 1000829 | 8/15/2025 | 15,805.00 |
| STC TRAFFIC INC | CIP 23-04 PROPOSAL FOR RETROREFLECTIVE BACK-F | 1000830 | 8/15/2025 | 1,250.00 |
| STC TRAFFIC INC | ARDURRA WASTEWATER TAX ROLL UPDATE | 1000830 | 8/15/2025 | 9,383.75 |
| STC TRAFFIC INC | CIP 22-33 8TH ST & HARBOR DRIVE BNSF CROSSING | 1000830 | 8/15/2025 | 27,015.96 |
| STC TRAFFIC INC | SUPPORT FOR STORMDRAIN/CMP FIELD INVEST AND | 1000830 | 8/15/2025 | 115,270.75 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES FY26-PW/FAC | 1000833 | 8/15/2025 | 290.36 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES FY26-PW/FAC | 1000833 | 8/15/2025 | 290.36 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES FY26-PW/FAC | 1000833 | 8/15/2025 | 290.36 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES FY26-PW/FAC | 1000833 | 8/15/2025 | 514.51 |
| WILLY'S ELECTRONIC S | MOP 45763 ELECTRIC SUPPLIES FY26-PW/FAC | 1000834 | 8/15/2025 | 87.54 |
| | | | **Total for Eng/PW** | **194,132.11** |
| **Fire** | | | | |
| OFFICE SOLUTIONS BUS | INSTALLATION OF FIRE ADMIN OFFICE FURNITURES F | 1000823 | 8/15/2025 | 24,670.41 |
| OFFICE SOLUTIONS BUS | INSTALLATION OF FIRE ADMIN OFFICE FURNITURES F | 1000823 | 8/15/2025 | 0.03 |
| STAPLES BUSINESS ADV | MOP#45704, SHARPIE 36CY, SHEARS KLEENEARTH, P | 1000827 | 8/15/2025 | 142.06 |
| STAPLES BUSINESS ADV | MOP#45704, BLACK WHITE TAPE, DRIVE, PILOT G2 | 1000827 | 8/15/2025 | 360.96 |
| | | | **Total for Fire** | **25,173.46** |
| **Housing** | | | | |
| MDG ASSOCIATES, LLC. | DEVELOPMENT OF CONSOLIDATED PLAN | 1000820 | 8/15/2025 | 1,947.00 |
| STAPLES BUSINESS ADV | CREDIT MEMO/ MOP 45704 | 1000827 | 8/15/2025 | (34.68) |
| | | | **Total for Housing** | **1,912.32** |
| **IT** | | | | |
| CODELATHE TECHNOLOGI | FILECLOUD ONLINE FY25 | 1000805 | 8/15/2025 | 937.50 |
| COUNTY OF SAN DIEGO | REGIONAL COMMUNICATIONS SYSTEM (RCS) FY25 | 1000806 | 8/15/2025 | 8,112.50 |
| COUNTY OF SAN DIEGO | REGIONAL COMMUNICATIONS SYSTEM (RCS) FY25 | 1000806 | 8/15/2025 | 8,255.08 |
| COUNTY OF SAN DIEGO | REGIONAL COMMUNICATIONS SYSTEM (RCS) FY26 | 1000806 | 8/15/2025 | 8,540.00 |
| WILLY'S ELECTRONIC S | ELECTRONIC ACCESSORIES FY25 | 1000834 | 8/15/2025 | 43.94 |
| WILLY'S ELECTRONIC S | WILLY'S ELECTRONICS ACCESSORIES FY26 | 1000834 | 8/15/2025 | 29.23 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| WILLY'S ELECTRONIC S | WILLY'S ELECTRONICS ACCESSORIES FY26 | 1000834 | 8/15/2025 | 70.77 |
| WILLY'S ELECTRONIC S | WILLY'S ELECTRONICS ACCESSORIES FY26 | 1000834 | 8/15/2025 | 194.26 |
| | | | **Total for IT** | **26,183.28** |
| **Library** | | | | |
| AMAZON CAPITAL SERVI | SUMMER READING PROGRAM- 1ST ROUND OF PRIZES | 1000802 | 8/15/2025 | 856.44 |
| AMAZON CAPITAL SERVI | SUMMER READING PROGRAM- 1ST ROUND OF PRIZES | 1000802 | 8/15/2025 | 12.99 |
| AMAZON CAPITAL SERVI | SUMMER READING PROGRAM- 1ST ROUND OF PRIZES | 1000802 | 8/15/2025 | 51.96 |
| AMAZON CAPITAL SERVI | MATERIALS & SUPPLIES- ASTRO TURF, PATIO | 1000802 | 8/15/2025 | 361.55 |
| AMAZON CAPITAL SERVI | AMAZON- FAMILY LITERACY | 1000802 | 8/15/2025 | 618.35 |
| STAPLES BUSINESS ADV | MOP 4507- STAPLES, LIBRARY, PLANNER | 1000827 | 8/15/2025 | 20.37 |
| | | | **Total for Library** | **1,921.66** |
| **Neigh Svcs** | | | | |
| ACE UNIFORMS & ACCES | ACE UNIFORMS CREDIT SD0212149 | 1000800 | 8/15/2025 | (96.98) |
| ACE UNIFORMS & ACCES | ACE UNIFORMS CREDIT | 1000800 | 8/15/2025 | (3.95) |
| ACE UNIFORMS & ACCES | UNIFORM SUPPLIES PARKING COHEN /ACE UNIFORM | 1000800 | 8/15/2025 | 85.00 |
| ACE UNIFORMS & ACCES | UNIFORM SUPPLIES PARKING COHEN /ACE UNIFORM | 1000800 | 8/15/2025 | 61.41 |
| BOOT WORLD | MOP 64096 BOOTS CODE SARMIENTO AND VILLALBA | 1000803 | 8/15/2025 | 332.73 |
| BOOT WORLD | MOP 64096 BOOT WORLD WILLIAMSON | 1000803 | 8/15/2025 | 151.68 |
| BOOT WORLD | MOP 64096 BOOT WORLD HUESO | 1000803 | 8/15/2025 | 156.58 |
| BOOT WORLD | MOP 64096 BOOT WORLD CONTRERAS | 1000803 | 8/15/2025 | 185.94 |
| BOOT WORLD | MOP 64096 BOOT WORLD KIM | 1000803 | 8/15/2025 | 195.73 |
| SMART SOURCE OF CALI | VEHICLE IMPOUND WARNING DECAL/SMART SOURCE | 1000826 | 8/15/2025 | 861.30 |
| STAPLES BUSINESS ADV | MOP 45704 OFFICE SUPPLIES | 1000827 | 8/15/2025 | 126.22 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES | 1000833 | 8/15/2025 | 398.45 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES | 1000833 | 8/15/2025 | 213.53 |
| | | | **Total for Neigh Svcs** | **2,667.64** |
| **Nutrition** | | | | |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C | 1000801 | 8/15/2025 | 86.98 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C | 1000801 | 8/15/2025 | 1,988.67 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C | 1000801 | 8/15/2025 | 4,117.43 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 1,205.25 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 391.41 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 2,111.89 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 519.87 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 577.35 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 168.54 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 1,525.85 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 1,235.71 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 620.84 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 980.77 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F | 1000801 | 8/15/2025 | 141.36 |

# Warrant Register #8
## 8/15/2025 to 8/21/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F' | 1000801 | 8/15/2025 | 2,919.02 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F' | 1000801 | 8/15/2025 | 1,461.41 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F' | 1000801 | 8/15/2025 | 1,882.65 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F' | 1000801 | 8/15/2025 | 116.34 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F' | 1000801 | 8/15/2025 | 1,208.83 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F' | 1000801 | 8/15/2025 | 2,518.27 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F' | 1000801 | 8/15/2025 | 103.30 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F' | 1000801 | 8/15/2025 | 1,447.41 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTR. CTR. F' | 1000801 | 8/15/2025 | 1,180.80 |
| BOOT WORLD | WORK BOOTS FOR MIZAEL ARAMBURO | 1000803 | 8/15/2025 | 155.86 |
| BOOT WORLD | WORK BOOTS FOR VERONICA CASTILLO | 1000803 | 8/15/2025 | 194.83 |
| BOOT WORLD | WORK BOOTS FOR EVA PEDROZA | 1000803 | 8/15/2025 | 185.94 |
| LISA I GOLDEN | ERGONOMIC EVAL FOR JOSE RICARDO RODRIGUEZ | 1000819 | 8/15/2025 | 425.00 |
| PACIFIC REFRIGERATIO | KITCHEN EQUIPMENT SERVICE AND MAINTENANCE | 1000824 | 8/15/2025 | 966.00 |
| SEAPORT MEAT COMPANY | FOOD FOR NUTR CTR. FY26 | 1000825 | 8/15/2025 | 635.00 |
| SEAPORT MEAT COMPANY | FOOD FOR NUTR CTR. FY26 | 1000825 | 8/15/2025 | 627.63 |
| SEAPORT MEAT COMPANY | FOOD FOR NUTR CTR. FY26 | 1000825 | 8/15/2025 | 635.00 |
| | | | **Total for Nutrition** | **32,335.21** |
| **Planning** | | | | |
| STAPLES BUSINESS ADV | PLANNING OFFICE SUPPLIES | 1000828 | 8/15/2025 | 45.65 |
| | | | **Total for Planning** | **45.65** |
| **Police** | | | | |
| ACE UNIFORMS & ACCES | ACE INVOICES FOR FY25 TO BE PAID | 1000800 | 8/15/2025 | 22.63 |
| ACE UNIFORMS & ACCES | CREDIT MEMO SD0225546 INVOICE SD0208666 | 1000800 | 8/15/2025 | (150.85) |
| ACE UNIFORMS & ACCES | ACE INVOICES FOR FY25 TO BE PAID | 1000800 | 8/15/2025 | 102.25 |
| ACE UNIFORMS & ACCES | ACE INVOICES FOR FY25 TO BE PAID | 1000800 | 8/15/2025 | 188.52 |
| ACE UNIFORMS & ACCES | UNIFORMS AND ACCESSORIES FOR PD FOR FY25 | 1000800 | 8/15/2025 | 79.63 |
| ACE UNIFORMS & ACCES | MOP / RAIN JACKET / PD LT. ROBERTO G. | 1000800 | 8/15/2025 | 84.03 |
| ACE UNIFORMS & ACCES | UNIFORMS AND ACCESSORIES FOR PD FY 2026 | 1000800 | 8/15/2025 | 314.59 |
| LISA I GOLDEN | COMPREHENSIVE ERGONOMIC EVAL PD-TRAINING | 1000819 | 8/15/2025 | 400.00 |
| NOLAN-CARLSON CANINE | K9 UNIT EQUIPMENT REQUEST ESTIMATE# 1051 | 1000822 | 8/15/2025 | 1,028.97 |
| SMART SOURCE OF CALI | MOP# 63845 / BUSINESS CARDS | 1000826 | 8/15/2025 | 233.85 |
| SMART SOURCE OF CALI | MOP# 63845 / TRAFFIC COLLISION INFO CARD PD-347 | 1000826 | 8/15/2025 | 591.94 |
| STAPLES BUSINESS ADV | MOP #45704/#24570027 DELTON WRLS ERGO MK/PD A | 1000827 | 8/15/2025 | 136.25 |
| STAPLES BUSINESS ADV | MOP #45704 / OFFICE SUPPLIES / PD ADMIN | 1000827 | 8/15/2025 | 358.84 |
| STAPLES BUSINESS ADV | MOP #45704 / MOUSE LIFT GRAPHITE / NANCY | 1000827 | 8/15/2025 | 115.49 |
| STAPLES BUSINESS ADV | MOP# 45704 / HANGING FILE FOLDERS / PD ADMIN | 1000827 | 8/15/2025 | 32.40 |
| T'S & SIGNS INC | DEPT. ACRYLIC PHOTO FRAME | 1000831 | 8/15/2025 | 750.37 |
| TYLER TECHNOLOGIES I | PACE TRAINING | 1000832 | 8/15/2025 | 9,924.25 |
| WILLY'S ELECTRONIC S | MOP45763 ADMIN REMODEL / PD | 1000834 | 8/15/2025 | 42.41 |
| | | | **Total for Police** | **14,255.57** |

# Warrant Register #8
## 8/15/2025 to 8/21/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **Risk** | | | | |
| DEAN GAZZO ROISTACHE | ALEGRE, ESTATE OF LUIS JOSUE, ET AL. VS. CNC | 1000808 | 8/15/2025 | 5,614.00 |
| DEAN GAZZO ROISTACHE | GOGUE, III, TOMAS VS. CNC, ET AL. | 1000809 | 8/15/2025 | 4,185.09 |
| DEAN GAZZO ROISTACHE | DARWISH, MARIEM VS. CNC, ET AL. | 1000810 | 8/15/2025 | 1,451.15 |
| DEAN GAZZO ROISTACHE | PORTILLO, ABIGAIL VS. AMER GOLF CORP, ET AL. | 1000811 | 8/15/2025 | 3,564.70 |
| DEAN GAZZO ROISTACHE | VARGAS, NORA VS. CNC, ET AL. | 1000812 | 8/15/2025 | 2,117.45 |
| DEAN GAZZO ROISTACHE | APAN, KIMBERLY VS. CNC, ET AL. | 1000813 | 8/15/2025 | 199.00 |
| DEAN GAZZO ROISTACHE | ABBOTT, MARTHA VS. CNC, ET AL. | 1000814 | 8/15/2025 | 2,821.35 |
| STAPLES BUSINESS ADV | MOP #45704/OFFICE SUPPLIES/RISK MGMT. | 1000827 | 8/15/2025 | 109.42 |
| STAPLES BUSINESS ADV | MOP #45704/OFFICE SUPPLIES/RISK MGMT. | 1000827 | 8/15/2025 | 35.22 |
| STAPLES BUSINESS ADV | MOP #45704/OFFICE SUPPLIES/RISK MGMT. | 1000827 | 8/15/2025 | 52.62 |
| | | | **Total for Risk** | **20,150.00** |
| | | | **EFT PAYMENTS Total** | **373,602.70** |
| **WIRED PAYMENTS** | | | | |
| **Finance** | | | | |
| PUBLIC EMP RETIREMEN | SERVICE PERIOD 07/22/2025 - 08/04/2025 | 252260156 | 8/15/2025 | 355,805.61 |
| | | | **Total for Finance** | **355,805.61** |
| **HR** | | | | |
| PAYCHEX BENEFIT TECH | BENETRAC ESR SERVICES BASE FEE - AUGUST 2025 | 252260160 | 8/15/2025 | 855.45 |
| | | | **Total for HR** | **855.45** |
| | | | **WIRED PAYMENTS Total** | **356,661.06** |
| **Sec 8** | | | | |
| HAP PAYMENTS | SEC 8 HAP PAYMENTS | | 8/15/2025 | $18,378.26 |
| | | | **Total for Sec 8** | **$18,378.26** |
| | | **GRAND TOTAL** | | **1,234,278.37** |

# AGENDA REPORT

**Department:** **Finance**
**Prepared by:** **Karla Apalategui, Sr. Accounting Assistant**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Warrant Register No. 9 for the Period of 8/22/25 through 8/28/25 in the Amount of $2,696,448.58

**RECOMMENDATION:**
Ratify Warrants Totaling $2,696,448.58.

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

**EXPLANATION:**
Per Government Section Code 37208, below are the payments issued for the period of 8/22/25 – 8/28/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

| Vendor | Check/Wire | Amount | Explanation |
|---|---|---|---|
| SDG&E | 375781 | 98,449.17 | Gas & Electric for Fac Aug FY26 |
| SDG&E | 375781 | 63,250.38 | Gas & Electric for Streets Aug 26 |
| Flock Central | 375743 | 282,000.00 | Flock Safety 3 Yr Contract |
| Adminsure Inc | 483 | 141,951.58 | WC Comp Replenishment 7/25 |

**FINANCIAL STATEMENT:**
Warrant Register Total $2,696,448.58

**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 – FY26 Warrant Register No. 9

# Warrant Register #9
## 8/22/2025 to 8/28/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **A/P PAYMENTS** | | | | |
| **Building** | | | | |
| URIZAR, RICARDO | BD25-00399;3224 ALTA DR REFUND FULL COST OF F | 375796 | 8/28/2025 | 151.00 |
| URIZAR, RICARDO | BD25-00399;3224 ALTA DR REFUND FULL COST OF F | 375796 | 8/28/2025 | 58.00 |
| URIZAR, RICARDO | BD25-00399;3224 ALTA DR REFUND FULL COST OF F | 375796 | 8/28/2025 | 164.00 |
| URIZAR, RICARDO | BD25-00399;3224 ALTA DR REFUND FULL COST OF F | 375796 | 8/28/2025 | 1.00 |
| URIZAR, RICARDO | BD25-00399;3224 ALTA DR REFUND FULL COST OF F | 375796 | 8/28/2025 | 0.50 |
| | | | **Total for Building** | **374.50** |
| **City Atty** | | | | |
| THOMSON REUTERS | WESTLAW SERVICES FOR CAO | 375794 | 8/28/2025 | 669.73 |
| | | | **Total for City Atty** | **669.73** |
| **City Mgr** | | | | |
| ARJIS | FY26 CONTRIBUTUION FOR GRAFFITI TRACKER | 375724 | 8/28/2025 | 2,468.69 |
| KOSMONT & ASSOCIATES | 2501.6 - PORT COST SHARING STUDY | 375757 | 8/28/2025 | 237.00 |
| KOSMONT & ASSOCIATES | 2501.6 - PORT COST SHARING STUDY | 375757 | 8/28/2025 | 5,925.00 |
| LIEBERT CASSIDY WHI | LEGAL SERVICES / LABOR NEGOT POA | 375760 | 8/28/2025 | 2,552.00 |
| LIEBERT CASSIDY WHI | LEGAL SERVICES / LABOR NEGOT FFA | 375760 | 8/28/2025 | 8,140.00 |
| LIEBERT CASSIDY WHI | LEGAL SERVICES / LABOR NEGOT MEA | 375760 | 8/28/2025 | 17,820.00 |
| SHAUN D. SUMNER | CONSULTING SERVICES | 375784 | 8/28/2025 | 3,500.00 |
| SHAUN D. SUMNER | CONSULTING & ADVISORY SERVICES - | 375784 | 8/28/2025 | 3,500.00 |
| | | | **Total for City Mgr** | **44,142.69** |
| **Comm Svcs** | | | | |
| LASER SAVER INC | MOP 45725 TONER FOR KIMBALL SENIOR CENTER/C | 375758 | 8/28/2025 | 380.41 |
| LASER SAVER INC | MOP 45725 TONER FOR CAMACHO REC. CENTER/CS | 375758 | 8/28/2025 | 359.75 |
| SMART & FINAL | MOP 45756 MESSY PLAY SUPPLIES/CSD | 375786 | 8/28/2025 | 5.99 |
| SMART & FINAL | MOP 45756 CASA YOUTH SNACKS/CSD | 375786 | 8/28/2025 | 279.25 |
| THE SHERWIN WILLIAMS | MOP 77816 CASA EXTERIOR PAINTING SUPPLIES/CS | 375793 | 8/28/2025 | 117.41 |
| | | | **Total for Comm Svcs** | **1,142.81** |
| **Eng/PW** | | | | |
| CALIFORNIA DIESEL CO | OPACITY TESTING ON VEH #426-PW/EQM | 375728 | 8/28/2025 | 250.00 |
| CLEAR WATER TECHNOLO | WATER TREATMENTS FY26-PW/FAC | 375730 | 8/28/2025 | 475.00 |
| DEPARTMENT OF TRANSP | HIGHWAY LIGHTING FOR STREETS APR-JUN FY25-F | 375737 | 8/28/2025 | 15,186.83 |
| FASTSIGNS | PD SIGN LIGHTS REPLACEMENT FY26-PW/FAC | 375740 | 8/28/2025 | 1,674.75 |
| FEDEX | THIRD PARTY PRINTING APPROVAL - STREETS&WW | 375741 | 8/28/2025 | 355.64 |
| FLEET SERVICES INC | MOP 67804 AUTO SUPPLIES FY26-PW/EQM | 375742 | 8/28/2025 | 97.88 |
| FLEET SERVICES INC | BRAKE PARTS & FILTER VEH #090-PW/EQM | 375742 | 8/28/2025 | 2,607.52 |
| FLEET SERVICES INC | BRAKE PARTS VEH #078-PW/EQM | 375742 | 8/28/2025 | 1,168.49 |
| GODFREY, DAVLON | T&A 90744 REFUND FOR PROJECT AT 2732 VIRGINIA | 375744 | 8/28/2025 | 104.61 |
| GODFREY, DAVLON | T&A 90743 REFUND FOR PROJECT BOND AT 2732 VI | 375744 | 8/28/2025 | 500.00 |
| GODFREY, DAVLON | T&A 90700 REFUND FOR PROJECT BOND AT 2732 VI | 375744 | 8/28/2025 | 1,000.00 |
| HOME DEPOT CREDIT SE | BUILDING SUPPLIES FY26-PW/FAC | 375749 | 8/28/2025 | 188.25 |

# Warrant Register #9
## 8/22/2025 to 8/28/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| HOME DEPOT CREDIT SE | BUILDING SUPPLIES FY26-PW/FAC | 375749 | 8/28/2025 | 852.53 |
| HOME DEPOT CREDIT SE | BUILDING SUPPLIES FY26-PW/FAC | 375749 | 8/28/2025 | 407.81 |
| LEYBA-GONZALEZ, MATT | T&A 90741 REFUND FOR PROJECT AT 205 E 24TH ST | 375759 | 8/28/2025 | 424.35 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY26-PW/EQM | 375764 | 8/28/2025 | 81.89 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY26-PW/EQM | 375764 | 8/28/2025 | 10.85 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY26-PW/EQM | 375764 | 8/28/2025 | 28.80 |
| O'REILLY AUTO PARTS | MOP 75877 AUTO SUPPLIES FY26-PW/EQM | 375764 | 8/28/2025 | 102.57 |
| OM SAI FAMILY TRUST | T&A 90742 REFUND FOR PROJECT BOND AT 1470 N( | 375765 | 8/28/2025 | 10,500.00 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY26-PW/EQM | 375766 | 8/28/2025 | 51.23 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY26-PW/EQM | 375766 | 8/28/2025 | 275.27 |
| PARTS AUTHORITY METR | MOP 45943 AUTO SUPPLIES FY26-PW/EQM | 375766 | 8/28/2025 | 56.46 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY25-PW/EQM | 375766 | 8/28/2025 | 18.07 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY26-PW/EQM | 375766 | 8/28/2025 | 27.06 |
| PARTS AUTHORITY METR | MOP 75943 AUTO SUPPLIES FY26-PW/EQM | 375767 | 8/28/2025 | 12.45 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/WW | 375770 | 8/28/2025 | 64.54 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/WW | 375770 | 8/28/2025 | 218.61 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/STS | 375770 | 8/28/2025 | 45.45 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375770 | 8/28/2025 | 20.35 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375770 | 8/28/2025 | 96.43 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375770 | 8/28/2025 | 147.49 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375770 | 8/28/2025 | 110.32 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375770 | 8/28/2025 | 196.45 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375770 | 8/28/2025 | 5.97 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/STS | 375770 | 8/28/2025 | 129.14 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375770 | 8/28/2025 | 470.65 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375770 | 8/28/2025 | 153.96 |
| PRO BUILD COMPANY | MOP 45707 GENERAL SUPPLIES FY26-PW/FAC | 375770 | 8/28/2025 | 418.79 |
| PERRY FORD-NATIONAL | MOP 45703 AUTO SERVICE FY26-PW/EQM | 375772 | 8/28/2025 | 500.08 |
| PROJECT PROFESSIONAL | CIP 24-23 POLICE DEPT WALKWAY WATERPROOFIN | 375774 | 8/28/2025 | 372.50 |
| PROJECT PROFESSIONAL | CIP 19-11 AMENDMENT 1 FOR PARADISE CREEK WC | 375774 | 8/28/2025 | 903.50 |
| PROJECT PROFESSIONAL | STORM - NTP PARADISE CREEK EMERG STORM DR/ | 375774 | 8/28/2025 | 1,013.00 |
| PROJECT PROFESSIONAL | CIP 24-07 PROFESSIONAL SVCS FOR ARTS ROOF R | 375774 | 8/28/2025 | 1,057.50 |
| PROJECT PROFESSIONAL | STORM - 3131 HOOVER AVE STORM DRAIN REPAIR | 375774 | 8/28/2025 | 1,602.75 |
| PROJECT PROFESSIONAL | CIP 20-04 PD GENERATOR & ELECTRICAL UPGRADE | 375774 | 8/28/2025 | 1,740.25 |
| PROJECT PROFESSIONAL | CIP 24-15 PD DEPT ROLL-UP & SALLYPORT DOORS | 375774 | 8/28/2025 | 1,963.50 |
| PROJECT PROFESSIONAL | CIP 24-20 - STORM 16TH AND Q AVE STORM DRAIN I | 375774 | 8/28/2025 | 3,331.50 |
| PROJECT PROFESSIONAL | STORM- PROF SERVICES FOR 3131 VALLEY RD STC | 375774 | 8/28/2025 | 8,581.25 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/WW | 375775 | 8/28/2025 | 64.34 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/STS | 375775 | 8/28/2025 | 119.65 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SERVICES FY26-PW/EQM | 375775 | 8/28/2025 | 85.65 |
| RED WING BUSINESS | WORK BOOTS FOR E.ROJAS FY26-PW/STS | 375777 | 8/28/2025 | 200.00 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 95.17 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 28.54 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRICITY FOR FAC AUG FY26-PW/FAC | 375780 | 8/28/2025 | 486.43 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 711.21 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRICITY FOR FAC AUG FY26-PW/FAC | 375780 | 8/28/2025 | 3,958.96 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 11,540.00 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 11.45 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 44.99 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 101.61 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 116.73 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 56.13 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 56.13 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 56.13 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 57.53 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRICITY FOR FAC AUG FY26-PW/FAC | 375780 | 8/28/2025 | 1,959.91 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375780 | 8/28/2025 | 11.45 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRICITY FOR FAC AUG FY26-PW/FAC | 375781 | 8/28/2025 | 98,449.17 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR WASTEWATER AUG FY26- | 375781 | 8/28/2025 | 1,813.02 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRIC FOR STREETS AUG FY26-PW/S | 375781 | 8/28/2025 | 63,250.38 |
| SAN DIEGO GAS & ELEC | GAS AND ELECTRICITY FOR FAC AUG FY26-PW/FAC | 375781 | 8/28/2025 | 6,943.00 |
| SAN DIEGO MECHANICAL | HVAC MAINTENANCE FY26-PW/FAC | 375782 | 8/28/2025 | 1,247.57 |
| SAN DIEGO MECHANICAL | HVAC MAINTENANCE FY26-PW/FAC | 375782 | 8/28/2025 | 9,519.20 |
| SAN DIEGO MECHANICAL | HVAC MAINTENANCE FY26-PW/FAC | 375782 | 8/28/2025 | 20,037.29 |
| SAN DIEGO MECHANICAL | HVAC MAINTENANCE FY26-PW/FAC | 375782 | 8/28/2025 | 598.00 |
| SAN DIEGO MECHANICAL | HVAC MAINTENANCE FY26-PW/FAC | 375782 | 8/28/2025 | 619.74 |
| SAN DIEGO MECHANICAL | HVAC MAINTENANCE FY26-PW/FAC | 375782 | 8/28/2025 | 432.00 |
| SEDANO FORD OF LM, I | R&M CITY VEHICLES FY26-PW/EQM | 375783 | 8/28/2025 | 1,191.07 |
| SNAP-ON INDUSTRIAL | CHARGERS FOR WHEEL LIFT FY26-PW/EQM | 375787 | 8/28/2025 | 4,897.47 |
| SO CAL TRUCK STOP | MOP 45758 PROPANE FY26-PW/EQM | 375788 | 8/28/2025 | 29.59 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC JUN-AUG FY26-PW/FAC | 375789 | 8/28/2025 | 98.52 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC JUN-AUG FY26-PW/FAC | 375789 | 8/28/2025 | 3,006.62 |
| SWEETWATER AUTHORITY | WATER SERVICE FOR FAC JUN-AUG FY26-PW/FAC | 375789 | 8/28/2025 | 7,865.12 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 46.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 48.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 48.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 48.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 52.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 52.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 52.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 72.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 79.00 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 105.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 105.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/EQM | 375792 | 8/28/2025 | 114.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 115.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 124.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 132.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 164.00 |
| THE LLOYD PEST CONTR | CITY-WIDE PEST CONTROL FY26-PW/FAC | 375792 | 8/28/2025 | 197.00 |
| UNITED ROTARY BRUSH | STREET SWEEPER BROOMS & PARTS FY26-PW/EQM | 375795 | 8/28/2025 | 943.96 |
| VELOCITY TRUCK CENTE | ENGINE AND TRANSMISSION PARTS FY26-PW/EQM | 375797 | 8/28/2025 | 758.36 |
| VULCAN MATERIALS COM | ROADWAY MATERIALS FY26-PW/STS | 375799 | 8/28/2025 | 1,029.31 |
| VULCAN MATERIALS COM | ROADWAY MATERIALS FY26-PW/STS | 375799 | 8/28/2025 | 1,147.54 |
| WHITE CAP, LP | STREET BARRICADES FY26-PW/STS | 375801 | 8/28/2025 | 8,449.88 |
| WHITE CAP, LP | MATERIALS AND SUPPLIES FOR STS FY26-PW/STS | 375801 | 8/28/2025 | 253.03 |
| WHITE CAP, LP | MATERIALS AND SUPPLIES FOR STS FY26-PW/STS | 375801 | 8/28/2025 | 357.27 |
| WINSUPPLY SOUTH BAY | PLUMBING SUPPLIES FY26-PW/FAC | 375802 | 8/28/2025 | 102.18 |
| ZAVERI, MAHESH | T&A 90738 REFUND FOR PROJECT AT 1470 NC BLVD | 375807 | 8/28/2025 | 59.22 |
| | | | **Total for Eng/PW** | **314,015.81** |
| **Finance** | | | | |
| C A P F | SEPTEMBER 2025 - FIRE LTD | 375727 | 8/28/2025 | 1,268.50 |
| CALIFORNIA LAW ENFOR | SEPTEMBER 2025 - PD LTD | 375729 | 8/28/2025 | 2,880.00 |
| THE LINCOLN NATIONAL | SEPT '25 - GRP #415491 LIFE & AD&D, STD, LTD INS. | 375791 | 8/28/2025 | 2,737.30 |
| THE LINCOLN NATIONAL | SEPT '25 - GRP #415491 LIFE & AD&D, STD, LTD INS. | 375791 | 8/28/2025 | 1,635.40 |
| THE LINCOLN NATIONAL | SEPT '25 - GRP #415491 LIFE & AD&D, STD, LTD INS. | 375791 | 8/28/2025 | 9,150.51 |
| THE LINCOLN NATIONAL | SEPT '25 - GRP #415491 LIFE & AD&D, STD, LTD INS. | 375791 | 8/28/2025 | (14.08) |
| THE LINCOLN NATIONAL | SEPT '25 - GRP #415491 LIFE & AD&D, STD, LTD INS. | 375791 | 8/28/2025 | 35.36 |
| THE LINCOLN NATIONAL | SEPT '25 - GRP #415491 LIFE & AD&D, STD, LTD INS. | 375791 | 8/28/2025 | 428.26 |
| WOODRUFF & SMART | RSWA - REIMBURSEMENTS TO WSS FOR RSWA 05/3 | 375803 | 8/28/2025 | 241.41 |
| WOODRUFF & SMART | RSWA - GEN. MANAGER MONTHLY INVOICE AUG '25 | 375804 | 8/28/2025 | 5,250.00 |
| WOODRUFF & SMART | RSWA - LEGAL SERVICES - AUGUST 2025 | 375805 | 8/28/2025 | 3,000.00 |
| WOODRUFF & SMART | RSWA - LEGAL SVCS. - EXCESS RETAINER FY25 SUI | 375806 | 8/28/2025 | 6,000.00 |
| | | | **Total for Finance** | **32,612.66** |
| **Fire** | | | | |
| AJR SERVICES CORP | RANGE FOR FIRE STATION 34 | 375721 | 8/28/2025 | 7,218.83 |
| AJR SERVICES CORP | RANGE FOR FIRE STATION 34 | 375721 | 8/28/2025 | 450.00 |
| AJR SERVICES CORP | RANGE FOR FIRE STATION 34 | 375721 | 8/28/2025 | 150.00 |
| AMEDEE, WALTER | MILEAGE REIMBRSMT, SDCFCA EM SECTION AND U | 375722 | 8/28/2025 | 53.20 |
| AP TRITON, LLC | EVALUATE AND OPTIMIZE EMS CONSULT SVCS | 375723 | 8/28/2025 | 1,537.50 |
| COUNTY OF SAN DIEGO | FY25-26(7/1/25 - 6/30/26) UDC MEMBERSHIP FEE | 375732 | 8/28/2025 | 2,417.83 |
| DANNLEY-JOHNSTON, BO | REMAINING REIMBURSMT CLAIM, FRESNO TRNG SY | 375733 | 8/28/2025 | 61.50 |
| EAST, LAURICE | REMAINING REIMBRSMNT CLAIM, ANNUAL TRAINING | 375739 | 8/28/2025 | 212.33 |

# Warrant Register #9
## 8/22/2025 to 8/28/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| GRAFIX SYSTEMS | CLASS 1 GRAPHICS INSTALLATION 4 BC TRUCKS & | 375747 | 8/28/2025 | 1,331.10 |
| GRAFIX SYSTEMS | CLASS 1 GRAPHICS INSTALLATION 4 BC TRUCKS & | 375747 | 8/28/2025 | 920.00 |
| J HARRIS INDUSTRIAL | SERVICES FOR EQUIPMENT TO WASH APPARATUS | 375756 | 8/28/2025 | 366.15 |
| PRO BUILD COMPANY | MOP#45707, LEADER HOSE, FLEXOGEN HOSE | 375770 | 8/28/2025 | 52.40 |
| PRO BUILD COMPANY | MOP#45707, DEWALT BLACK TAPE, ROUND ROD, | 375770 | 8/28/2025 | 32.44 |
| PRUDENTIAL OVERALL S | MOP#45742, 18X18 PURPLE SHOP TOWEL | 375775 | 8/28/2025 | 25.00 |
| SMART & FINAL | MOP#45756, FIRE STATIONS SUPPLIES | 375786 | 8/28/2025 | 130.44 |
| | | | **Total for Fire** | **14,958.72** |
| **HR** | | | | |
| CONCENTRA MEDICAL CE | PRE-EMPLOYMENT PHYSICAL | 375731 | 8/28/2025 | 451.00 |
| DEPARTMENT OF JUSTIC | NEW EE FINGERPRINT TEST RESULTS - DOJ JULY 2 | 375736 | 8/28/2025 | 490.00 |
| GOVERNMENT TRAINING | EMPLOYMENT RELATIONS CONSORTIUM FEES FY2 | 375746 | 8/28/2025 | 2,847.00 |
| LIEBERT CASSIDY WHI | PERSONNEL MATTER #NA040-00039 | 375760 | 8/28/2025 | 4,750.00 |
| LIEBERT CASSIDY WHI | GEN LEGAL SERVICES REGARDING CLIENT #NA040- | 375760 | 8/28/2025 | 44.00 |
| LIEBERT CASSIDY WHI | GEN LEGAL SERVICES REGARDING CLIENT #NA040- | 375760 | 8/28/2025 | 704.00 |
| LIEBERT CASSIDY WHI | GEN LEGAL SERVICES REGARDING CLIENT #NA040- | 375760 | 8/28/2025 | 1,012.00 |
| | | | **Total for HR** | **10,298.00** |
| **IT** | | | | |
| ADORAMA, INC | A/V CAMERA / LAPTOP | 375720 | 8/28/2025 | 12,596.66 |
| DELL MARKETING L P | ADOBE CREATIVE CLOUD | 375734 | 8/28/2025 | 7,234.30 |
| GOVCONNECTION INC | HP COLOR LASER PRINTERS | 375745 | 8/28/2025 | 1,259.59 |
| IMPERIAL COUNTY OFFI | CENIC LIBRARY BROADBAND INTERNET FY25 | 375751 | 8/28/2025 | 6,630.70 |
| | | | **Total for IT** | **27,721.25** |
| **Library** | | | | |
| BAKER & TAYLOR | BAKER AND TAYLOR- 5 BOOKS | 375726 | 8/28/2025 | 105.97 |
| DEMCO INC | DEMCO- LABEL PEELERS, HVY DUTY PROTECTOR T | 375735 | 8/28/2025 | 133.04 |
| | | | **Total for Library** | **239.01** |
| **Neigh Svcs** | | | | |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SVC | 375775 | 8/28/2025 | 28.58 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SVC | 375775 | 8/28/2025 | 28.58 |
| PRUDENTIAL OVERALL S | MOP 45742 LAUNDRY SVC | 375775 | 8/28/2025 | 28.58 |
| | | | **Total for Neigh Svcs** | **85.74** |
| **Nutrition** | | | | |
| PRUDENTIAL OVERALL S | LAUNDRY AND CONSUMABLES FOR FY25 | 375775 | 8/28/2025 | 157.74 |
| PRUDENTIAL OVERALL S | LAUNDRY AND CONSUMABLES FOR FY25 | 375775 | 8/28/2025 | 214.90 |
| PRUDENTIAL OVERALL S | LAUNDRY AND CONSUMABLES FOR FY25 | 375775 | 8/28/2025 | 157.74 |
| PRUDENTIAL OVERALL S | LAUNDRY AND CONSUMABLES FOR FY25 | 375775 | 8/28/2025 | 214.90 |
| PRUDENTIAL OVERALL S | LAUNDRY AND CONSUMABLES FOR FY25 | 375775 | 8/28/2025 | 157.74 |
| PRUDENTIAL OVERALL S | LAUNDRY AND CONSUMABLES FOR FY25 | 375775 | 8/28/2025 | 107.44 |
| PRUDENTIAL OVERALL S | LAUNDRY AND CONSUMABLES FY26 | 375775 | 8/28/2025 | 157.74 |
| PRUDENTIAL OVERALL S | LAUNDRY AND CONSUMABLES FY26 | 375775 | 8/28/2025 | 322.33 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| | | | **Total for Nutrition** | **1,490.53** |
| **Planning** | | | | |
| INTEGRITY NEWSPAPERS | PLN COMM MTG APRIL 21 PUBLIC NOTICE | 375752 | 8/28/2025 | 235.75 |
| INTEGRITY NEWSPAPERS | NOI DRAFT DEIR PUBLIC REVIEW & COMMENT PERI | 375753 | 8/28/2025 | 538.13 |
| INTEGRITY NEWSPAPERS | AD#00155160 16TH REZONE PUBLIC NOTICE | 375754 | 8/28/2025 | 189.63 |
| INTEGRITY NEWSPAPERS | PC MEETING PUBLIC NOTICE FOR JULY 21, 2025 | 375755 | 8/28/2025 | 384.38 |
| | | | **Total for Planning** | **1,347.89** |
| **Police** | | | | |
| AYDELOTTE, DEREK | TRAINING REIMBURSEMENT FOR PRC T3452 | 375725 | 8/28/2025 | 120.34 |
| DEPT OF JUSTICE | DOJ FINGERPRINTING FOR FY 2026 | 375738 | 8/28/2025 | 64.00 |
| FLOCK CENTRAL | FLOCK SAFETY 3 YEAR CONTRACT (2ND PAYMENT) | 375743 | 8/28/2025 | 282,000.00 |
| IDVILLE | IDVILLE DYE FILM & CLEANING SPOOL | 375750 | 8/28/2025 | 35.44 |
| MAN K9 INC | MONTHLY POST MANDATED K9 TRAINING FY 2026 | 375761 | 8/28/2025 | 2,160.00 |
| MAN K9 INC | MONTHLY POST MANDATED K9 TRAINING FY 2026 | 375761 | 8/28/2025 | 1,163.54 |
| MILE HIGH SHOOTING A | SWAT SUPPRESSORS | 375762 | 8/28/2025 | 5,056.59 |
| MILE HIGH SHOOTING A | SWAT SUPPRESSORS | 375762 | 8/28/2025 | 58.76 |
| MOTOROLA SOLUTIONS I | NETRMS INTERFACE MAINTENANCE | 375763 | 8/28/2025 | 2,777.00 |
| PAUU, ROWDY M | REIM: POST SUPERVISORY COURSE | 375768 | 8/28/2025 | 946.00 |
| PC SPECIALISTS INC | MISC MIS EQUIPMENT / PD | 375769 | 8/28/2025 | 138.42 |
| PC SPECIALISTS INC | MISC MIS EQUIPMENT / PD | 375769 | 8/28/2025 | 225.28 |
| PORAC | MEMBERSHIP FEES (MICHAEL PECI) | 375773 | 8/28/2025 | 36.00 |
| RADY CHILDREN'S HOSP | STINNETT 25-14594 6/17/25 INITIAL FORENSIC INTEF | 375776 | 8/28/2025 | 550.00 |
| S D COUNTY SHERIFF'S | POST MANDATED TRAINING SHOOTS FOR FY 2026 | 375778 | 8/28/2025 | 800.00 |
| S D COUNTY SHERIFF'S | POST MANDATED TRAINING SHOOTS FOR FY 2026 | 375778 | 8/28/2025 | 1,600.00 |
| SAKAMOTO, CHAD | REIM: CSAKAMOTO - 2025 THREAT MANAGEMENT C | 375779 | 8/28/2025 | 600.76 |
| SHRED-IT | SHREDDING SERVICES FOR PD FY 2026 JULY | 375785 | 8/28/2025 | 185.49 |
| SYMBOLARTS, LLC | BADGES FOR NC POLICE DEPARTMENT | 375790 | 8/28/2025 | 1,847.05 |
| SYMBOLARTS, LLC | BADGES FOR NC POLICE DEPARTMENT | 375790 | 8/28/2025 | 98.72 |
| VERSATERM PUBLIC SAF | SUBSCRIPTION RENEWAL SPIDR PLATFORM | 375798 | 8/28/2025 | 10,000.00 |
| WADSWORTH, MATTHEW | TRAINING REIMBURSEMENT FOR PRC T3443 | 375800 | 8/28/2025 | 1,285.40 |
| WADSWORTH, MATTHEW | TRAINING REIMBURSEMENT FOR PRC T3443 | 375800 | 8/28/2025 | 374.95 |
| | | | **Total for Police** | **312,123.74** |
| **Risk** | | | | |
| HOLIDAY INN EXPRESS | HOLIDAY EXPRESS SAN DIEGO VS. CNC/SETTLEMEI | 375748 | 8/28/2025 | 6,800.00 |
| LASER SAVER INC | MOP #45725/OFFICE SUPPLIES/RISK MGMT. | 375758 | 8/28/2025 | 201.08 |
| | | | **Total for Risk** | **7,001.08** |
| | | | **A/P PAYMENTS Total** | **768,224.16** |
| **EFT PAYMENTS** | | | | |
| **City Atty** | | | | |
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR BCD MATTER | 1000843 | 8/22/2025 | 1,625.00 |
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR CALI MOTA MATTER | 1000843 | 8/22/2025 | 9,725.00 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| DEVANEY PATE MORRIS | LEGAL SERVICES FOR THE PORT OF | 1000843 | 8/22/2025 | 6,050.00 |
| | | | **Total for City Atty** | **17,400.00** |
| **Comm Svcs** | | | | |
| AMAZON CAPITAL SERVI | DRAWSTRING BAGS - FAB WWE PROGRAM/CSD | 1000838 | 8/22/2025 | 43.48 |
| STAPLES BUSINESS ADV | MOP 45704 FAB OFFICE SUPPLIES/CSD | 1000848 | 8/22/2025 | 117.66 |
| T'S & SIGNS INC | ACRYLIC W/ LAMINATED DECAL FAB/CSD | 1000850 | 8/22/2025 | 398.44 |
| | | | **Total for Comm Svcs** | **559.58** |
| **Eng/PW** | | | | |
| D-MAX ENGINEERING IN | REVIEW SRVCS FOR T&A 90539 – KIMBALL HIGHLAN | 1000839 | 8/22/2025 | 88.71 |
| D-MAX ENGINEERING IN | REVIEW SRVCS FOR T&A 90562- NC SAN YSIDRO HE | 1000839 | 8/22/2025 | 377.90 |
| D-MAX ENGINEERING IN | REVIEW SRVCS FOR T&A 90539 – KIMBALL HIGHLAN | 1000839 | 8/22/2025 | 59.14 |
| D-MAX ENGINEERING IN | REVIEW SRVCS FOR T&A 90562- NC SAN YSIDRO HE | 1000839 | 8/22/2025 | 118.28 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000840 | 8/22/2025 | 130.12 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000840 | 8/22/2025 | 449.65 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000840 | 8/22/2025 | 33.43 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000840 | 8/22/2025 | 149.60 |
| DANIELS TIRE SERVICE | TIRES FOR CITY FLEET FY26-PW/EQM | 1000840 | 8/22/2025 | 1,373.75 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000844 | 8/22/2025 | 232.36 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000844 | 8/22/2025 | 146.78 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000844 | 8/22/2025 | 59.29 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000844 | 8/22/2025 | 191.56 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000844 | 8/22/2025 | 504.69 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000844 | 8/22/2025 | 504.69 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000844 | 8/22/2025 | 504.69 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000844 | 8/22/2025 | 504.69 |
| GRAINGER | MOP 65179 BUILDING SUPPLIES FY26-PW/FAC | 1000844 | 8/22/2025 | 59.32 |
| HASA INC | CHEMICALS FOR MUNICIPAL POOL FY26-PW/FAC | 1000845 | 8/22/2025 | 1,017.00 |
| HASA INC | CHEMICALS FOR MUNICIPAL POOL FY26-PW/FAC | 1000845 | 8/22/2025 | 1,713.06 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES FY26-PW/FAC | 1000851 | 8/22/2025 | 290.36 |
| VISTA PAINT | MOP 68834 PAINT SUPPLIES FY26-PW/STS | 1000851 | 8/22/2025 | 500.03 |
| WETMORES | MOP 80333 AUTO SUPPLIES FY26-PW/EQM | 1000852 | 8/22/2025 | 261.19 |
| WILLY'S ELECTRONIC S | MOP 45763 ELECTRIC SUPPLIES FY26-PW/FAC | 1000853 | 8/22/2025 | 12.10 |
| | | | **Total for Eng/PW** | **9,282.39** |
| **Finance** | | | | |
| DELTA DENTAL INSURAN | SEPT 2025 GRP #05-7029600000 - PMI DENTAL INS. | 1000841 | 8/22/2025 | 1,694.97 |
| DELTA DENTAL OF CALI | SEPT. 2025 GRP #05-908600000 - DENTAL INS PREM | 1000842 | 8/22/2025 | 18,235.17 |
| | | | **Total for Finance** | **19,930.14** |
| **Fire** | | | | |
| ACE UNIFORMS & ACCES | UNIFORMS, JACKETS, PATCHES, SEWING AND ACC | 1000835 | 8/22/2025 | 506.40 |
| ACE UNIFORMS & ACCES | UNIFORMS, JACKETS, PATCHES, SEWING AND ACC | 1000835 | 8/22/2025 | 338.31 |
| ACE UNIFORMS & ACCES | UNIFORMS, JACKETS, PATCHES, SEWING AND ACC | 1000835 | 8/22/2025 | 12.93 |

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| ACE UNIFORMS & ACCES | UNIFORMS, JACKETS, PATCHES, SEWING AND ACC | 1000835 | 8/22/2025 | 82.92 |
| ACE UNIFORMS & ACCES | UNIFORMS, JACKETS, PATCHES, SEWING AND ACC | 1000835 | 8/22/2025 | 103.44 |
| ACE UNIFORMS & ACCES | UNIFORMS, JACKETS, PATCHES, SEWING AND ACC | 1000835 | 8/22/2025 | 26.94 |
| STAPLES BUSINESS ADV | MOP#45704, TONER FOR PRINTER CITY HALL FIRE D | 1000848 | 8/22/2025 | 686.43 |
| | | | **Total for Fire** | **1,757.37** |
| **HR** | | | | |
| ADMINSURE INC | WORKERS' COMP CLAIMS ADMINISTRATION/AUG25 | 1000836 | 8/22/2025 | 9,128.00 |
| STAPLES BUSINESS ADV | MOP #45704/OFFICE SUPPLIES/HR | 1000848 | 8/22/2025 | 50.49 |
| | | | **Total for HR** | **9,178.49** |
| **Library** | | | | |
| AMAZON CAPITAL SERVI | MATERIALS & SUPPLIES- CABLE COVER, DIRECTOR | 1000838 | 8/22/2025 | 17.38 |
| | | | **Total for Library** | **17.38** |
| **Neigh Svcs** | | | | |
| ACE UNIFORMS & ACCES | UNIFORM ITEMS PARKING QUEZADA /ACE UNIFORM | 1000835 | 8/22/2025 | 39.86 |
| ACE UNIFORMS & ACCES | UNIFORM ITEMS PARKING QUEZADA /ACE UNIFORM | 1000835 | 8/22/2025 | 123.91 |
| ACE UNIFORMS & ACCES | ACE UNIFORMS BADGES FOR STAFF | 1000835 | 8/22/2025 | 814.59 |
| | | | **Total for Neigh Svcs** | **978.36** |
| **Nutrition** | | | | |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 1000837 | 8/22/2025 | 691.84 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 1000837 | 8/22/2025 | 12.98 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 1000837 | 8/22/2025 | 1,553.55 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 1000837 | 8/22/2025 | 1,025.31 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 1000837 | 8/22/2025 | 1,458.73 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 1000837 | 8/22/2025 | 342.66 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 1000837 | 8/22/2025 | 684.87 |
| ALDEMCO | FOOD/CONSUMABLES AS NEEDED FOR NUTRITION | 1000837 | 8/22/2025 | 3,076.48 |
| SEAPORT MEAT COMPANY | FOOD AS NEEDED FOR NUTRITION CTR. FY26 | 1000846 | 8/22/2025 | 652.00 |
| SMART SOURCE OF CALI | MOP 63845 BUSINESS CARD-500-CSD NUTRITION | 1000847 | 8/22/2025 | 82.70 |
| STAPLES BUSINESS ADV | OFFICE SUPPLIES FOR NUTRITION | 1000848 | 8/22/2025 | 237.99 |
| SYSCO SAN DIEGO INC | FOOD AS NEEDED FOR NUTR CTR FY26 | 1000849 | 8/22/2025 | 3,246.32 |
| SYSCO SAN DIEGO INC | CONSUMABLES AS NEEDED FOR NUTR CTR FY26 | 1000849 | 8/22/2025 | 237.83 |
| SYSCO SAN DIEGO INC | FOOD AS NEEDED FOR NUTR CTR FY26 | 1000849 | 8/22/2025 | 4,715.68 |
| SYSCO SAN DIEGO INC | CONSUMABLES AS NEEDED FOR NUTR CTR FY26 | 1000849 | 8/22/2025 | 687.19 |
| SYSCO SAN DIEGO INC | FOOD AS NEEDED FOR NUTR CTR FY26 | 1000849 | 8/22/2025 | 3,024.16 |
| SYSCO SAN DIEGO INC | CONSUMABLES AS NEEDED FOR NUTR CTR FY26 | 1000849 | 8/22/2025 | 460.52 |
| SYSCO SAN DIEGO INC | FOOD AS NEEDED FOR NUTR CTR FY26 | 1000849 | 8/22/2025 | 5,402.41 |
| SYSCO SAN DIEGO INC | JUNE LEASE 2025 | 1000849 | 8/22/2025 | 259.86 |
| SYSCO SAN DIEGO INC | CONSUMABLES AS NEEDED FOR NUTR CTR FY26 | 1000849 | 8/22/2025 | 151.38 |
| SYSCO SAN DIEGO INC | FOOD AS NEEDED FOR NUTR CTR FY26 | 1000849 | 8/22/2025 | 1,863.01 |
| | | | **Total for Nutrition** | **29,867.47** |

# Warrant Register #9
## 8/22/2025 to 8/28/2025

| PAYEE | DESCRIPTION | CHK NO | DATE | AMOUNT |
|---|---|---|---|---|
| **Police** | | | | |
| AMAZON CAPITAL SERVI | 4 IN 1 EMERGENCY POWER FAILURE LED FLASHLIG | 1000838 | 8/22/2025 | 83.82 |
| | | | **Total for Police** | **83.82** |
| | | | **EFT PAYMENTS Total** | **89,055.00** |
| **Payroll** | | | | |
| PY91677 | | | 8/27/2025 | 1,697,217.84 |
| | | | **Payroll Total** | **1,697,217.84** |
| **WIRED PAYMENTS** | | | | |
| **HR** | | | | |
| ADMINSURE INC | WC COMPENSATION REPLENISHMENT 07/25 | 483 | 8/28/2025 | 141,951.58 |
| | | | **Total for HR** | **141,951.58** |
| | | | **WIRED PAYMENTS Total** | **141,951.58** |
| | | | **GRAND TOTAL** | **2,696,448.58** |

# AGENDA REPORT

**Department:** **Planning**
**Prepared by:** **David Welch, Principal Planner**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Public Hearing: Second Reading and Adoption of a General Plan Amendment and Zone Change from (RS-2) to (MXC-1) for Properties Located at 3040, 3042-3046, 3102-3104, & 3106-3108 E. 16th St. and 1540 S. Harbison Ave.

**RECOMMENDATION:**
Adopt the Ordinance Entitled: "An Ordinance of the City Council of the City of National City, California, Approving a Zone Change for Properties Located at 3040, 3042-3046, & 3106-3108 East 16th Street and 1540 South Harbison Avenue, Changing the Zone from Small Lot Residential (RS-2) to Minor Mixed-Use Corridor (MXC-1)."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**
The City Council introduced the Ordinance at their meeting of October 7, 2025.

**EXPLANATION:**

Executive Summary
The applicant is proposing to develop a property at 3040 East 16th Street with a five-unit multi-family residential building. The proposed development requires the existing single-family zoning to be changed to a zone that permits multi-family dwellings and a variance to allow for a reduced street wall to accommodate a two-way driveway on the property. The variance was approved by Planning Commission and was provided to the City Council separately as a Notice of Decision. For consistency with the existing development pattern and zoning in the area, the applicant has included neighboring properties with the request. This type of change requires a General Plan Amendment (GPA) and Zone Change (ZC). The developer has applied for and has requested the changes. The Planning Commission recommended approval by Resolution of both requests at the August 18, 2025 meeting. The City Council certified the associated Negative Declaration, adopted a resolution approving the related General Plan Amendment, and introduced the subject Ordinance for the Zone Change at their meeting of October 7, 2025. Adoption of the Ordinance is required to conclude this process. The Ordinance, once adopted, will take effect 30 days from the date of adoption.

**FINANCIAL STATEMENT:**
An application fee of $5,500 was paid with the submittal of the subject General Plan Amendment, an application fee of $5,500 was paid with the submittal of the subject Zone Change, and additional fees of $735 and $2.50 were assessed for the purposes of updating the General Plan and photocopying application documents. Fees are anticipated to cover the cost of staff review time, processing of the permit, and maintaining and updating City records.

**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**
Housing and Community Development

**ENVIRONMENTAL REVIEW:**
This is a project under CEQA and after Initial Study qualifies for a Negative Declaration. CCR 15371.

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

**ORDINANCE:**
Second Reading and Adoption

**EXHIBIT:**
Exhibit A – Proposed Ordinance

**ORDINANCE NO. 2025 –**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A ZONE CHANGE FOR PROPERTIES LOCATED AT 3040, 3042-3046, & 3106-3108 EAST 16TH STREET AND 1540 SOUTH HARBISON AVENUE, CHANGING THE ZONE FROM SMALL LOT RESIDENTIAL (RS-2) TO MINOR MIXED-USE CORRIDOR (MXC-1).**

**WHEREAS**, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the rezoning of the parcels of real property located at 3040, 3042-3046, & 3106-3108 East 16th Street and 1540 South Harbison Avenue (APNS: 558-162-18, 558-220-06, 558-220-07, 558-220-35, 558-220-42, 558-220-11), and for the amendment of the City of National City Zoning Map; and

**WHEREAS**, pursuant to legal notice, hearings were held by the Planning Commission of National City and also by the City Council of National City, and all persons interested were given the opportunity to appear and be heard before said Planning Commission and City Council; and

**WHEREAS**, the Planning Commission of National City has regularly and duly certified to the City Council its report and has recommended such rezoning; and

**WHEREAS**, the City Council found that on the basis of the Initial Study 2025-02 IS and Negative Declaration, and any comments received, that there is no substantial evidence that the project will have a significant effect on the environment; and

**WHEREAS**, the City Council finds the rezoning consistent with and necessary to implement the General Plan.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS**:

**Section 1.** That the City Council of the City of National City hereby approves the rezoning of all real property described below from Small Lot Residential (RS-2) to Minor Mixed-Use (MXC-1):

ASSESSORS PARCEL NUMBERS 558-162-18, 558-220-06, 558-220-07, 558-220-35, 558-220-42, AND 558-220-11; ALL IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

**Section 2**. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same, in the Star News, a newspaper of general circulation published in the County of San Diego, California.

**Section 3**. That the City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

**INTRODUCED** at a regular meeting of the City Council of the City of National City, California, held on the 7th day of October, 2025.

**PASSED and ADOPTED this 21st day of October, 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:** **Samuel Marrinan, Building Official**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott Huth, Interim City Manager**

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**SUBJECT:**
Public Hearing and Introduction of Multiple Ordinances Amending the National City Municipal Code Chapters 15.08, 15.14, 15.20, 15.24, 15.75, 15.78 and 15.79 related to California Codes for Electrical, Energy, Building, Plumbing, and Mechanical.

**RECOMMENDATION:**
Continue this Item to the November 4, 2025 City Council Meeting in Order to Introduce the Ordinances for the 2025 California Building Code; the 2025 California Residential Code; the 2025 California Existing Building Code; the 2025 California Electrical Code and 2023 National Electrical Code; the 2025 California Mechanical Code; the 2025 California Plumbing Code; the 2025 California Energy Code; the 2025 California Green Building Standards Code; and all Appendices Related to these Codes; Receive Public Input; and Schedule for the Meeting of November 04, 2025, for Consideration and Adoption.

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

**EXPLANATION:**
**Since setting this item for public hearing, additional time is needed to review and update the corresponding Ordinances for consistency with the 2025 California Building Code. Therefore, the item needs to be continued.**

The purpose of this Public Hearing is to introduce the Ordinances for the 2025 California Building Code; the 2025 California Residential Code; the 2025 California Existing Building Code; the 2025 California Electrical Code and 2023 National Electrical Code; the 2025 California Mechanical Code; the 2025 California Plumbing Code; the 2025 California Energy Code; the 2025 California Green Building Standards Code; and all Appendices related to these Codes. Adoption of these model codes by reference is authorized by Government Code Sections 50022.2 through 50022.4, and Section 6066.

State law requires that the City of National City adopt the same model codes as the State of California and limit technical amendments to those necessitated due to local topographical, geographical or climatic conditions. Specific findings regarding local technical amendments must be made by the local jurisdiction and filed with the Department of Housing and Community Development. State law does not restrict local amendments to the administrative provisions of the codes. In order to adhere to State law and ensure safety standards throughout the construction process, staff is recommending that the model codes be adopted with minimal revisions.

**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:**
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:**
Not Applicable

# AGENDA REPORT

**Department:** **Planning**
**Prepared by:** **Martin Reeder, AICP – Acting Director of Community Development**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Public Hearing – Rescission of Ordinance 2025-2547 and Re-Introduction of an Amendment of NCMC 9.38 Establishing a Tobacco Retail License Program

**RECOMMENDATION:**
Rescind Ordinance 2025-2547 and Re-Introduce the Ordinance Entitled, "An Ordinance of the City Council of the City of National City, California, 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:**
The City Council held a public hearing at their meeting of August 19, 2025 and introduced the Ordinance and added language amendments. At the September 2, 2025 meeting, the Ordinance was to be adopted but further modifications were made to the Ordinance. The Council made a motion to re-introduce the Ordinance at that meeting. On September 16, 2025, the Ordinance had a second reading and was adopted.

**EXPLANATION:**
On October 1, 2025, the City Council received a letter from Robin Madaffer, counsel for the Neighborhood Market Association demanding that the City Cure and Correct – Tobacco Retail License Ordinance relating to an alleged violation of the Ralph M. Brown Act (Exhibit D).

The City maintains that the adoption of the Tobacco Retailer License Program Ordinance on September 16, 2025 did not violate the Ralph M. Brown Act. However, due to the importance of this item, the City desires to give the public additional opportunity to participate and discuss this item. Therefore, staff is recommending that Ordinance 2025-2547 be rescinded and the Tobacco Retail License Program Ordinance be re-introduced once again.

Background:

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), with the license cap of 54 and additional compliance check language, as mentioned above. The license fees were recommended as per staff's suggestion ($700).

**FINANCIAL STATEMENT:**
The proposed license fee of $700 is intended to 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 may cover some or all of the cost of 54 annual business inspections and allow for a decoy compliance check program to augment staff

inspections. This amount of revenue is not enough revenue to start up the program and to accomplish the full administration of the program on an annual basis. It is anticipated that program proponents will fulfill their promise to help the city to acquire grant and other funding to support the program. The City is intending to fund this program through the general fund and seek to cover expenses through fees, fines and grant funds.

**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 – City Council Ordinance 2025-2547
Exhibit C – Draft Ordinance
Exhibit D – Cure and Correct Letter

# *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 - 2547**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 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 September 16, 2025, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council.

**NOW, THEREFORE, the City Council of the City of National City, California, does 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" means 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. *Maximum number of licenses*. 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 54.
2. 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 I 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 one compliance check per two-year period that involves the participation of persons between the ages of 18 and 20 to enter licensed premises to attempt to purchase tobacco products, with additional compliance checks as required.

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 2nd day of September 2025.**

**PASSED and ADOPTED this 16th day of September 2025.**

Ron Morrison, Mayor

**ATTEST:**

for Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

Barry J. Schultz, City Attorney

Passed and adopted by the Council of the City of National City, California, on September 16, 2025 by the following vote, to-wit:

Ayes: Rodriguez, Yamane, Bush

Nays: Molina, Morrison

Absent: None.

Abstain: None.

AUTHENTICATED BY: Ron Morrison
Mayor of the City of National City, California

Shelley Chapel
City Clerk of the
City of National City, California

By: _____
for City Clerk

I HEREBY CERTIFY that the foregoing Ordinance was not finally adopted until seven calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on September 2, 2025 and on September 16, 2025.

I FURTHER CERTIFY THAT said Ordinance was read in full prior to its final passage or that the reading of said Ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said Ordinance.

I FURTHER CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. 2025-2547 of the City Council of the City of National City, passed and adopted by the Council of said City on September 16, 2025.

Shelley Chapel
City Clerk of the
City of National City, California

By: _____
for City Clerk

**ORDINANCE NO. 2025 -**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 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 5-day notice of the adoption of said ordinance, a public hearing was held by the City Council on October 21, 2025, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council.

**NOW, THEREFORE, the City Council of the City of National City, California, does 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” means 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. *Maximum number of licenses*. 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 54.
2. 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 one compliance check per two-year period that involves the participation of persons between the ages of 18 and 20 to enter licensed premises to attempt to purchase tobacco products, with additional compliance checks as required.

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 21st day of October, 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

San Diego Land Lawyers
Real Estate • Land Use • Environmental

October 1, 2025

National City Council
1243 National City Boulevard
National City, CA 91950

**Re: Demand to Cure and Correct – Tobacco Retail License Ordinance**

Dear Mayor and Councilmembers:

Our firm represents the Neighborhood Market Association (NMA), a coalition of retailers, distributors, suppliers, manufacturers, and service providers in the food, beverage, and petroleum industries. Most of our members are small, family-owned businesses serving communities throughout the San Diego region. NMA provides its members with compliance resources, education, and charitable support to strengthen this essential sector.

On September 16, 2025, the National City Council adopted an ordinance establishing a tobacco retail license program ("Tobacco Ordinance"). This action was taken in violation of the Ralph M. Brown Act (Government Code §§ 54950–54963) for the reasons set forth below.

On September 5, 2025, the City published a notice in the *Chula Vista Star-News* announcing the introduction and first reading of the ordinance, with the second reading and adoption scheduled for October 7, 2025. The September 16, 2025 Council agenda likewise described the matter as a "Re-Introduction" of the ordinance, consistent with the statutory requirement of a second reading before adoption. Copies of the notice and agenda are attached to this letter.

Contrary to both the published notice and the posted agenda, the Council proceeded to adopt the Tobacco Ordinance on September 16, 2025, without a second reading. This constituted "action" within the meaning of Government Code § 54952.6. Because the action taken materially differed from the item noticed and agendized, it violated the Brown Act and deprived the public of its right to proper notice and participation.

San Diego Land Lawyers, Inc.
1620 Fifth Avenue, Suite 400
San Diego, CA 92101

Robin Madaffer, Esq.
(619) 239-7600
robin@SDLandLaw.com

As you know, the Brown Act strictly requires accurate public notice of all matters to be considered. Failure to comply not only undermines public trust but also exposes the City to judicial invalidation of its actions under Government Code § 54960.1.

Accordingly, and pursuant to § 54960.1, NMA hereby demands that the City Council cure and correct this violation by rescinding its September 16, 2025 adoption of the Tobacco Ordinance at its next regular meeting on October 7, 2025.

If the Council fails to cure and correct within 30 days of receiving this demand, NMA will have no choice but to pursue judicial relief, including invalidation of the ordinance and recovery of attorney's fees under Government Code § 54960.5.

Given the unlawful action taken on September 16, 2025, the Tobacco Ordinance must be rescinded outright, not reintroduced on October 7, 2025. The Brown Act requires strict compliance with notice and hearing procedures, and any attempt to move forward would remain tainted by the illegality of the prior action. Only a full rescission ensures compliance with the law and preserves the public's right to transparent governance.

We urge the Council to act promptly to resolve this matter in compliance with state law.

Respectfully,

Robin Madaffer, Esq.
Counsel for the Neighborhood Market Association

Attachments

Cc: Barry Schultz, City Attorney
City Clerk
Neighborhood Market Association

San Diego Land Lawyers, Inc.
1620 Fifth Avenue, Suite 400
San Diego, CA 92101

Robin Madaffer, Esq.
(619) 239-7600
robin@SDLandLaw.com

# AGENDA REPORT

**Department:** **Finance**
**Prepared by:** **Sean W. Pfeifer, Management Analyst**
**Meeting Date:** **Tuesday, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

---

**SUBJECT:**
Public Hearing - 2025 Development Impact Fees Schedule

**RECOMMENDATION:**
Hold a Public Hearing and Adopt the Resolution Entitled, "Resolution of the City of National City, California, Adopting the 2025 Development Impact Fee Schedule."

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

**EXPLANATION:**

The City of National City requires the payment of Development Impact Fees (DIF) on new development as authorized by State of California Government Code Section 66000 et seq., which is known as the Mitigation Fee Act. The purpose of DIF fees is to ensure that new developments pay their fair share of the costs associated with creating new and refurbished infrastructure and facilities that the City must build to meet the needs arising from the new development (also known as Future Facilities). The City currently charges development impact fees for Parks and Recreation, Police, Fire, and Library facility improvements. The fees were established in 2005 and have not been updated since then. The City also charges transportation development impact fees (TDIF), which were established in 2008 based on a fee study conducted by the San Diego Association of Governments (SANDAG) and have been adjusted annually for inflation based on direction from SANDAG.

In late 2023, City staff issued a request for proposals ("RFP") to qualified consulting firms for an Assembly Bill 1600 DIF Nexus Study to review the fees being charged related to new development and evaluate opportunities to implement new fees in compliance with State law. The transportation DIF fees assessed on new development are set by SANDAG and were excluded from the scope of this study. After a thorough review process, the contract for a Development Impact Fee study was awarded to David Taussig and Associates ("DTA").

In their study, DTA worked with City staff to project future development activity within National City's borders, review existing facilities' ability to absorb greater demand for services, establish the projects necessary to bring the City's service capacity up to the level necessary to serve a larger population in the future, determine the costs associated with new development's share of those projects, and establish a nexus between the anticipated development and public facilities needs for the City through 2040.

DTA's completed study is presented in Exhibit B. DTA recommends that the four existing DIF categories (Police, Fire, Library, and Parks) be updated and proposes two new fee categories be

created, one for City Administration and one for Multi-Modal Transportation. The City Administration fee would be collected for and spent on the acquisition of land, construction of new public buildings, and expansion of existing City facilities to accommodate new growth. The Multi-Modal Transportation fee would support the City's Transportation Element (adopted in March, 2024) by providing funds for infrastructure improvements that would make it easier for members of the community to use alternative methods of transportation. Those efforts focus on improving the city's bike lanes, walking paths, and access to public transportation, among other projects. The proposed DIF levels are presented in the table below and separately in Exhibit C.

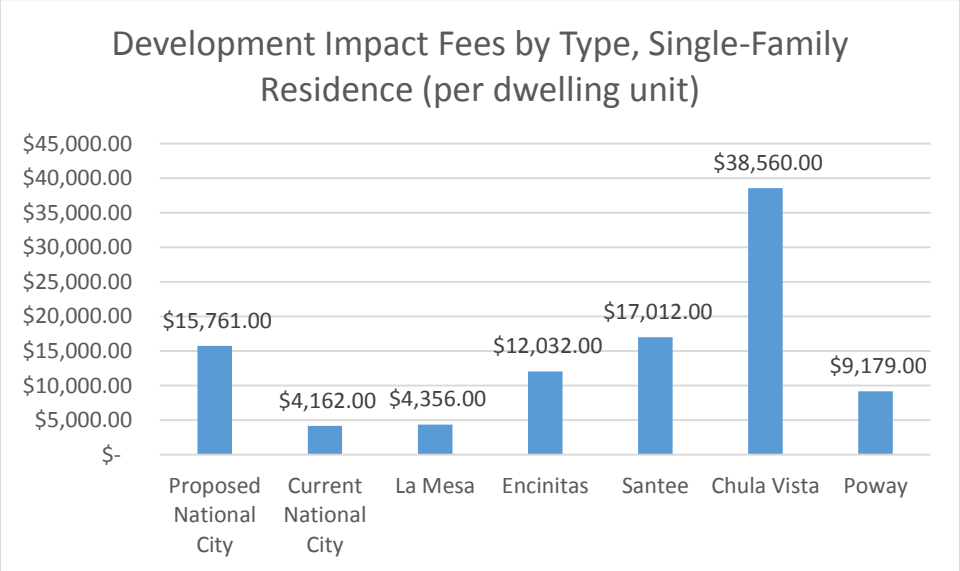
**CITY OF NATIONAL CITY**
**DEVELOPMENT IMPACT FEE SCHEDULE**
**EXCLUDING THE TRANSPORTATION DEVELOPMENT IMPACT FEE**

Adopted September 2, 2025
Effective December 1, 2025

| Land Use | City Administration | Police | Fire | Library | Parks | Multi-Modal | Total |
|---|---|---|---|---|---|---|---|
| Residential (Per Square Foot) | $ 1.78 | $ 2.14 | $ 1.17 | $ 1.64 | $ 1.28 | $ 0.60 | $ 8.61 |
| Hotel (Per Room) | $ 604.00 | $ 726.00 | $ 395.00 | $ - | $ - | $ 460.00 | $ 2,185.00 |
| Commercial/Retail (Per 1,000 Sq. Ft.) | $ 1,146.00 | $ 2,579.00 | $ 1,406.00 | $ - | $ - | $ 2,788.00 | $ 7,919.00 |
| Office (Per 1,000 Sq. Ft.) | $ 1,523.00 | $ 2,234.00 | $ 1,218.00 | $ - | $ - | $ 1,222.00 | $ 6,197.00 |
| Industrial (Per 1,000 Sq. Ft.) | $ 441.00 | $ 740.00 | $ 403.00 | $ - | $ - | $ 549.00 | $ 2,133.00 |
| Institutional/Other (Per 1,000 Sq. Ft.) | $ 1,358.00 | $ 1,644.00 | $ 896.00 | $ - | $ - | $ 366.00 | $ 4,264.00 |

Notes:
1. Residential fees are for single-family residences, multi-family residences, and mobile homes and are per square foot to comply with California AB 602.
2. Hotel fees are per room
3. Non-Residential fees are per 1,000 square feet

Below is a table comparing the proposed DIF levels with the cities of La Mesa, Encinitas, Santee, Chula Vista, and Poway. As proposed, the DIF fee will be competitive with comparably-sized neighboring municipalities for single-family residences.




DTA also recommends that the City perform an annual review to adjust the Development Impact Fee Schedule to reflect the impact of inflation on the costs associated with developing and

constructing new facilities. Staff recommends that the City Council authorize staff to annually perform this review and present recommendations for changes to the fee schedule based on the California Construction Cost Index ("CCCI").

Changes to Development Impact Fees require a public hearing, and upon approval, do not become effective for at least ninety (90) days. If adopted at the October 21, 2025 meeting, the Updated Development Impact Fee Schedule as presented in Exhibit C would be effective on January 19, 2026.

**FINANCIAL STATEMENT:**
If adopted, revenues based on the proposed fee schedule will provide the City with the additional resources necessary to fund the cost of public facilities needed to meet the needs of new development.

**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:**
A notice of public hearing regarding the review and adoption of the 2025 Development Impact Fee Schedule was posted in the Star News on September 5, 2025 to allow for 30 days' notice in accordance with Government Code 66016.5. The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

**ORDINANCE:**
Not Applicable

**EXHIBITS:**
Exhibit A -- Resolution
Exhibit B – 2025 Development Impact Fee Study and Report
Exhibit C – 2025 Development Impact Fee Schedule

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING THE 2025 DEVELOPMENT IMPACT FEE SCHEDULE**

**WHEREAS**, Section 66000 *et seq.* of the Government Code, enacted by the State of California in 1987, allows cities to charge Development Impact Fees to offset the costs associated with providing new infrastructure and facilities demanded as a result of development; subject to assessment, spending, and disclosure requirements per Assembly Bill 1600 ("AB 1600"); and

**WHEREAS**, it was determined that adjustments in Development Impact Fees may be necessary to close the gap between current fees and actual facility development and construction costs because the City of National City's Development Impact Fee Schedule had not been updated since 2005; and

**WHEREAS**, on January 29, 2024, the City of National City ("City") entered into an agreement with David Taussig and Associates ("DTA") to conduct a comprehensive AB 1600 DIF Nexus Study for the purpose of establishing updated development Impact Fees to recommend the appropriate fee justification methodology and fee levels to support specific types of City-selected capital facilities needed to serve new growth and determine whether there are additional Development Impact Fees that may be implemented; and

**WHEREAS**, the completed Development Impact Fee Study is presented in Exhibit B to the Agenda Report and provides the necessary analysis and justification to support the proposed new City of National City 2025 Development Impact Fee Schedule as shown in Exhibit C; and

**WHEREAS,** staff recommends that the new Development Impact Fee Schedule be adopted and be regularly reviewed and updated to ensure cost recovery is maintained in future years based on the California Construction Cost Index ("CCCI"); and

**WHEREAS**, a public hearing to consider adjustments to City user fees was held at a publicly noticed regularly scheduled City Council meeting on October 21, 2025, wherein the City Council considered oral and written presentations of City staff, and members of the public; and

**WHEREAS**, after said public hearing, approved changes to City fees will become effective after at least ninety (90) days; therefore, if adopted on October 21, 2025, the 2025 Development Impact Fee Schedule will become effective on January 19, 2026.

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

**Section 1:** That the City Council hereby authorizes the Staff of the City of National City to collect fees according to the 2025 Development Impact Fee Schedule from January 19, 2026 on, superseding all fees previously established for said activities.

**Section 2:** That the City Council hereby authorizes the Staff of the City of National City to annually review and update at the beginning of the fiscal year the Development Impact Fees to ensure cost recovery is maintained in future years based on the California Construction Cost Index ("CCCI").

**Section 3:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 21st day of October, 2025.**

_____
Ron Morrison, Mayor

**ATTEST:**

_____
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

_____
Barry J. Schultz, City Attorney

www.FinanceDTA.com

# DEVELOPMENT IMPACT FEE JUSTIFICATION STUDY

## CITY OF NATIONAL CITY

Report Date September 10, 2025

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# CITY OF NATIONAL CITY

# DEVELOPMENT IMPACT FEE STUDY UPDATE

**Prepared for:**

**City of National City**

1243 National City Blvd

National City, CA 91950

Attention: Steve Manganiello

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## EXECUTIVE SUMMARY

In order to adequately plan for new development and identify the public facilities and costs associated with mitigating the direct and cumulative impacts of new development, DTA was retained by the City of National City, CA (the "City") to update the existing impact fee program by preparing a new Assembly Bill ("AB") 1600 fee justification study (the "Fee Study"). The previous fee justification study was completed in January of 2005 and is the basis of the current fees imposed by the City. The categories of Development Impact Fees ("DIFs" or "Fees") to be determined by this Fee Study include four (4) existing fees, specifically Police, Fire, Library, and Parks, and two (2) new fees, specifically City Administration and Multi-Modal Transportation, at levels identified by the various City departments as being necessary to meet the needs of new development. The purpose of this Fee Study will be to ensure that all new development is required to pay its "fair share" of the cost of new infrastructure through the development fee program, by establishing a nexus between the anticipated development and public facilities needs for the City through 2040. This Fee Study is intended to comply with Section 66000 *et seq.* of the Government Code, which was enacted by the State of California in 1987, by identifying additional public facilities required by new development ("Future Facilities") and determining the level of fees that may be imposed to pay the costs of the Future Facilities. Although the City is currently considered to be "built-out", there is currently potential growth through the addition of traditional infill development, or the potential that new development could replace older development either through changes in economic factors or rezoning to add new expansion. The Future Facilities and associated construction costs are identified in the Facilities Inventory and Needs List, which is included in the appendix section of the Fee Study. A description of the methodology used to calculate the fees is included in Section V.

### A Organization of the Fee Study

This Fee Study will be presented in the following eight (8) sections:

Section I contains an Executive Summary and provides a brief introduction to the Fee Study and includes an overview of the proposed DIFs.

Section II is an Introduction that includes a brief description of City surroundings and background information on DIF funding.

Section III provides an overview of the legal requirements for implementing and imposing the DIF amounts identified in the Fee Study and satisfies the nexus requirements for each facility included as part of this Fee Study. Also included is a discussion of the findings and requirements necessary to be satisfied when establishing, increasing, or imposing a fee as a condition of new development.

Section IV includes a discussion of land use characteristics and demand variables of projected new development such as the number of housing units and the number of non-residential building square feet, assuming current growth trends in residential and non-residential development projected through 2040.

Section V contains a description of the methodology used to determine the Fees for Future Facilities and presents the fees for each of the land use types.

Section VI presents the calculation of the Fees for each land use.

Section VII presents a summary of the Fees.

Section VIII presents recommendations for the adoption and administration of the Fees.

This Fee Study also includes an appendix section presenting the calculations and other relevant material used to determine the findings presented in this Fee Study, as noted below:

**Appendix A** includes the calculations used to determine the various Fee levels;

**Appendix B** includes the Facilities Inventory and Needs List used to determine the various Fee levels; and

**Appendix C** includes the Inventory List for the purpose of estimating the land acquisition costs.

## B DIF Summary

Per the results of this Fee Study, the total DIF amounts required to finance new development's share of Future Facilities are identified in **Table ES-1** below. Fees presented in this Fee Study represent the maximum DIFs that may be imposed by the City under the statutory requirements of Government Code Section 66000 *et. seq.* Residential fees are listed on a per-square-foot basis and non-residential fees are listed on a per room basis for hotels and a per-1,000-square-feet basis for other non-residential development. Based on the findings in this Fee Study, the proposed DIF levels are presented below in **Table ES-1**.

**Table ES-1: DIF Summary (Maximum Allowable Fees)**

| Land Use | City Administration | Police | Fire | Library | Parks | Multi-Modal |
|---|---|---|---|---|---|---|
| Residential (Per Sq. Ft.) | $1.78 | $2.14 | $1.17 | $1.64 | $1.28 | $0.60 |
| Hotel (Per Room) | $604 | $726 | $395 | | | $460 |
| Commercial/Retail (Per 1,000 Sq. Ft.) | $1,146 | $2,579 | $1,406 | | | $2,788 |
| Office (Per 1,000 Sq. Ft.) | $1,523 | $2,234 | $1,218 | | | $1,222 |
| Industrial (Per 1,000 Sq. Ft.) | $441 | $740 | $403 | | | $549 |
| Institutional/Other (Per 1,000 Sq. Ft.) | $1,358 | $1,644 | $896 | | | $366 |

Notes:

1. Residential fees are for single-family residences, multi-family residences, and mobile homes and are per square foot to comply with California AB 602.
2. Hotel fees are per room.
3. Non-Residential fees are per 1,000 square feet.

The cost estimates for facilities used in this Fee Study are in 2024 dollars. Therefore, DTA further recommends that, after adoption, the above Fees be reviewed each year and include a provision for an annual inflationary adjustment based upon the California Construction Cost Index ("CCCI"). This construction cost index is based upon the Building Cost Index ("BCI") cost indices average as produced by Engineering News-Record ("ENR").

## INTRODUCTION

Located in the County of San Diego, about five miles south of downtown San Diego and eleven miles north of the Mexican border, the City of National City ("the City") encompasses an area approximately 9.2 square miles and is currently home to an estimated population of over 58,000 people. National City is San Diego County's second oldest city and was incorporated on September 17, 1887.



In order to adequately plan for new development and identify the public facilities and costs associated with mitigating the direct and cumulative impacts of new development, DTA was retained by the City to update the existing impact fee program by preparing a new Assembly Bill ("AB") 1600 fee justification study (the "Fee Study"). The previous fee justification study was completed in January of 2005 and is the basis of the current fees imposed by the City. The categories of Development Impact Fees ("DIFs" or "Fees") to be determined by this Fee Study include four (4) existing fees, specifically Police, Fire, Library, and Parks, and two (2) new fees, specifically City Administration and Multi-Modal Transportation at levels identified by the various City departments as being necessary to meet the needs of new development. The purpose of this Fee Study will be to establish a nexus between the anticipated development and public facilities needs for the City through 2040.

This Fee Study is intended to comply with Section 66000 *et seq.* of the Government Code, which was enacted by the State of California in 1987, by identifying additional public facilities required by new development ("Future Facilities") and determining the level of fees that may be imposed to pay the costs of the Future Facilities. So, although the City is generally considered to be "built-out", there is currently potential growth through the addition of traditional infill development, or the potential that new development could replace older development either through changes in economic factors or rezoning to add new expansion. The Future Facilities and associated construction costs are identified in the Facilities Inventory and Needs List, which is included in the appendix section of the Fee Study. A description of the methodology used to calculate the Fees is included in Section V.

The purpose of this Fee Study is to ensure that all new development is required to pay its "fair share" of the cost of new infrastructure through the DIF program. The Fees generated in this Fee Study are one-time fees typically paid prior to the issuance of a building permit and imposed on development projects by local agencies responsible for regulating land use. These Fee amounts to be determined will be at levels identified as being necessary to meet the needs of new development through 2040.

Fees are calculated to fund the cost of facilities needed to meet the needs of new development. The steps followed in the Fee Study include:

1. **Demographic Assumptions**: Identify future growth that represents the increased demand for Future Facilities;
2. **Facility Needs and Costs**: Identify current inventory and planned facilities to determine Level of Service ("LOS") requirements and determine the Future Facilities required to support new development and the costs of such facilities;
3. **Cost Allocation**: Allocate costs of Future Facilities on a per-equivalent-dwelling-unit or equivalent-benefit-unit basis; and
4. **Fee Schedule**: Calculate the Fee amount per square foot for residential development, and the Fee amounts per thousand square feet for non-residential development and per room for hotel development.

## LEGAL REQUIREMENTS TO JUSTIFY DEVELOPMENT IMPACT FEES

The City has identified the need to levy DIFs to pay for City Administration, Police, Fire, Library, Parks, and Multi-modal Transportation Fees. The Fees will finance facilities on the Needs Lists at levels identified by the City as appropriate for new development. Upon the adoption of the Fee Study and required legal documents by the City Council, all new development will be required to pay its "fair share" of the cost of facilities on the Needs Lists through these Fees. The Fees are established pursuant to AB 1600, as described below.



Prior to World War II, development in California was held responsible for very little of the cost of public infrastructure. Public improvements were financed primarily through jurisdictional General Funds and utility charges. It was not uncommon during this period for speculators to subdivide tracts of land without providing any public improvements, expecting the closest city to eventually annex a project and provide public improvements and services.

However, starting in the late 1940s, the use of DIFs grew with the increased planning and regulation of new development. During the 1960s and 1970s, the California Courts broadened the right of local government to impose fees on developers for public improvements that were not located on project sites. More recently, with the passage of Proposition 13, the limits on general revenues for new infrastructure have resulted in new development being held responsible for a greater share of public improvements, and both the use and levels of DIFs have grown substantially. Higher fee levels were undoubtedly driven in part by a need to offset the decline in funds for infrastructure development from other sources.

The levy of DIFs is one authorized method of financing the public facilities necessary to mitigate the impacts of new development, as the levy of such fees provides funding to maintain an agency's existing LOS for an increased service population. A fee is "a monetary exaction, other than a tax or special assessment, which is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project..." (California Government Code, Section 66000). A fee may be levied for each type of capital improvement required for new development, with the payment of the fee occurring prior to the beginning of construction of a dwelling unit or non-residential building (or prior to the expansion of existing buildings of these types). Fees are often levied at final map recordation, issuance of a Certificate of Occupancy, or more commonly, at building permit issuance.

AB 1600, which created Section 66000 *et. seq.* of the Government Code, was enacted by the State of California in 1987. This Fee Study is intended to meet the nexus or benefit requirements of AB 1600, which mandates that there is a nexus between fees imposed, use of the fees, and development projects on which the fees are imposed.

## A Government Code Section 66001

In 2006, Government Code Section 66001 was amended to clarify that a fee cannot include costs attributable to existing deficiencies but can fund costs used to maintain the existing LOS or meet an adopted LOS that is consistent with the General Plan. Section 66000 *et seq.* of the Government Code requires all public agencies to satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of new development:

1. Identify the purpose of the fee [Government Code Section 66001(a)(1)];
2. Identify the use to which the fee will be put [Government Code Section 66001(a)(2)];
3. Determine that there is a reasonable relationship between the fee's use and type of development on which the fee is to be imposed [Government Code Section 66001(a)(3)];
4. Determine how there is a reasonable relationship between the need for the public facility and type of development project on which the fee is to be imposed [Government Code Section 66001(a)(4)]; and
5. Discuss how there is a reasonable relationship between the amount of the fee and cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The sections below present each of the five requirements listed above as they relate to the imposition of the proposed fees.

### *A.1 Purpose of the Fee [Government Code Section 66001(A)(1)]*

New residential and non-residential development within the City will generate additional residents and employees who will require additional public facilities. Land for these facilities will have to be acquired and public facilities and equipment will have to be expanded, constructed, or purchased to meet this increased demand.

This Fee Study has been prepared in response to the projected direct and cumulated effect of future development. Each new development will contribute to the need for new public facilities. Without future development, many of the new public facilities on the Needs Lists would not be necessary as the existing facilities are adequate for the City's present population. In instances where facilities would be built regardless of new development, the costs of such facilities have been allocated to new and existing development based on their respective level of benefit.

The proposed DIF will be charged to all future development, irrespective of location, in the City. Even future "infill" development projects contribute to impacts on public facilities because they are an interactive component of a much greater network of development located throughout the City. First, the property owners and/or the tenants associated with any new development in the City can be expected to place additional demands on City facilities funded by the fee. Second, these property owners and tenants are dependent on and, in fact, may not have chosen to utilize

their development, except for residential, retail, employment, and recreational opportunities located nearby on other existing and future development. Third, the availability of residents, employees, and customers throughout the City has a growth-inducing impact without which some of the "infill" development would not occur. As a result, all development projects in the City contribute to the cumulative impacts of development.

The DIFs will be used for the acquisition, installation, and construction of public facilities identified on the Needs Lists and appropriate administrative costs to mitigate the direct and cumulative impacts of new development in the City.

### *A.2 The Use to Which the Fee is to be Put [Government Code Section 66001(A)(2)]*

The fee will be used for the acquisition, installation, and construction of the public facilities identified on the Needs Lists, included in Section IV of the Fee Study, and other appropriate costs to mitigate the direct and cumulative impacts of new development in the City. The fee will provide a source of revenue to the City to allow for the acquisition, installation, and construction of public facilities, which in turn will maintain the current standard of service, preserve the quality of life in the City, and protect the health, safety, and welfare of the existing and future residents, visitors, and employees.

### *A.3 Determine That There is a Reasonable Relationship Between the Fee's Use and the Type of Development Project Upon Which the Fee is Imposed (Benefit Relationship) [Government Code Section 66001(A)(3)]*

It is the projected direct and cumulative effect of future development that has prompted the preparation of the Fee Study. Each development will contribute to the need for new public facilities. Without future development, the City would have no need to construct many of the public facilities on the Needs Lists. For all other facilities, the costs have been allocated to both existing and new development based on their level of benefit. Even future "infill" development projects, which may be adjacent to existing facilities, further burden existing public facilities. Consequently, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on public facilities and creates the need for new facilities to accommodate growth.

The fees will be expended for the acquisition, installation, and construction of the public facilities identified on the Needs Lists and other authorized uses, as that is the purpose for which the Fee is collected. As previously stated, all new development creates either a direct impact on public facilities or contributes to the cumulative impact on public facilities. Moreover, this impact is generally equalized among all types of development because increased demands for public facilities created by the future residents and employees create impacts upon existing facilities.

For the foregoing reasons, new development benefits from the acquisition, construction, and installation of the facilities on the Needs Lists.

### *A.4 Determine How There is a Reasonable Relationship Between the Need for the Public Facility and the Type of Development Project Upon Which the Fee is Imposed (Impact Relationship) [Government Code Section 66001(A)(4)]*

As previously stated, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on public facilities and creates the need for new facilities to accommodate growth. Without future development, many of the facilities on the Needs Lists would not be necessary. For certain other facilities, the costs have been allocated to both existing and new development based on their level of benefit.

For the reasons presented herein, there is a reasonable relationship between the need for the public facilities included on the Needs List and all new development within the City.

### *A.5 The Relationship Between the Amount of the Fee and the Cost of the Public Facilities Attributable to the Development Upon Which the Fee is Imposed ("Rough Proportionality" Relationship) [Government Code Section 66001(A)]*

As set forth above, all new development in the City impacts public facilities. Moreover, each individual development project and its related increase in population and/or employment, along with the cumulative impacts of all development in the City, will adversely impact existing facilities. Thus, imposition of the Fee to finance the facilities on the Needs Lists is an efficient, practical, and equitable method of permitting development to proceed in a responsible manner.

New development impacts facilities directly and cumulatively. In fact, without any future development, the acquisition, construction, and/or installation of many of the facilities on the Needs Lists would not be necessary as existing City facilities are adequate. Even new development located adjacent to existing facilities will utilize and benefit from facilities on the Needs List.

The proposed fee amounts are roughly proportional to the impacts resulting from new development based on the analysis in Section IV. Thus, there is a reasonable relationship between the amount of the Fee and the cost of the facilities.

Identifying these items will enable a DIF to meet the nexus and rough proportionality requirements established by previous court cases. These findings are discussed in the nexus test for each proposed Fee element as presented in Section IV. Current State financing and fee assessment requirements only allow new development to pay for its fair share of new facilities' costs. Any current deficiencies resulting from the needs of existing development must be funded through other sources.

Therefore, a key element to establish legal DIFs is to determine what share of the benefit or cost of a particular improvement can be equitably assigned to existing development, even if that improvement has not yet been constructed. By removing this factor, the true impact of new development can be assessed, and equitable fees can be assigned.

## B Assembly Bill ("AB") 602

The Fees included herein were circumscribed by the requirements of AB 602, which was approved by the California State Legislature and signed by Governor Newsom in 2021. Among the significant impacts of AB 602 are the following:

- On or after January 1, 2022, fee justification studies must identify the existing LOS for each public facility, identify the proposed new LOS, and (if the proposed new LOS is greater than existing LOS) include an explanation of why the new LOS is necessary.
- For housing development projects, Nexus Studies adopted after July 1, 2022, must calculate the amount of fees based on the square footage of proposed units of the development, unless the local agency demonstrates that another metric is more appropriate. The bill would require that a "local agency that calculated fees proportionally to the square footage of the proposed units be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by development." This would also apply to multi-family residences.
- The bill also requires the Department of Housing and Community Development ("HCD"), on or before January 1, 2024, to create a Nexus Study template that may be used by local jurisdictions to calculate their fees. The bill requires that the template includes a method of calculating the feasibility of housing being built with a given fee level. The template must be completed by 2024. Local jurisdictions will have the option (it will not be required) to use the HCD template.
- The bill authorizes any member of the public, including an applicant for a development project, to submit evidence that the city, county, or other local agency had failed to comply with the Mitigation Fee Act. The bill requires the legislative body of the city, county, or other local agency to consider any timely submitted evidence and authorize the legislative body to change or adjust the proposed fee or fee increase, as specified.
- If a Nexus Study supports the increase of an existing fee, the local agency shall review the assumption of the Nexus Study supporting the original fee and evaluate the amount of the fees collected under the original fee.
- Large jurisdictions (county population greater than 250,000) and cities within those counties must adopt a Capital Improvement Plan ("CIP") as part of the Nexus Study.

Nexus Studies shall be updated at least every 8 years from the period beginning January 1, 2023.

Importantly, AB 602 does not apply to (i) water and sewer connection and capacity charges, (ii) school fees, and (iii) Mello-Roos or other taxes. These other fees, taxes, and charges are subject to their own statutory accountability measures.

## DEMOGRAPHICS

To determine the facilities needed to serve new development and establish fee amounts to fund such facilities, DTA has researched and reviewed material containing information of future land use development within the City through 2040. For the purpose of this Fee Study, DTA categorized developable residential land uses as single-family, multi-family and mobile homes as residential development. Developable non-residential land uses within the City are categorized as hotel, commercial/retail, office, industrial, and institutional/other are summarized in detail in the following section. Although the City is currently considered to be "built-out", there is currently potential growth through the addition of traditional infill development, or the potential that new development could replace older development either through changes in economic factors or rezoning to add new expansion



Elements from a number of sources including the City's Focused General Plan (the "General Plan") Housing Element 2021-2029 adopted August 2021, demographics numbers from the California Department of Finance, US Census, and total square footage generated by the CoStar Real Estate Software Platform ("CoStar") were used as estimates for the number of housing units and non-residential building square feet to be built within the City. California law requires that a General Plan "cover the territory within the boundaries of an adopted City, as well as any land outside its boundaries which in the planning agencies judgement bears relation to its planning."

In addition, information from the General Plan and estimates produced by DTA were used to project the additional land uses resulting from new developments. Notably, DTA attempted to utilize metrics (e.g., average household size, square footage, etc.) that standardized existing demographics with the projections found in the General Plan. Future residents and employees will create additional demand for facilities that existing public facilities cannot adequately service. In order to accommodate new development in an orderly manner, while maintaining the current quality of life in the City, the facilities on the Inventory and Facility Needs List (presented throughout Section VI and in the Appendix), as reviewed and approved by the City staff, will need to be constructed.

For those facilities that are needed to mitigate demand from new development, facility costs have been allocated to new development only. In those instances when it has been determined that the new facilities will serve both existing and new development, facility costs have been allocated based on proportionate benefit [see the Equivalent Dwelling Unit ("EDU") and Equivalent Benefit Unit ("EBU") discussion in Section V].

**Table 1** presented provides a summary of the land uses covered in this Fee Study. As previously indicated, the Fee Study will determine Fees for six (6) specific land use categories; residential, hotel, commercial retail, office, industrial, and institutional/other. Notably, the table shown below is meant to provide an example of typical land uses found in each category and is not intended to be a comprehensive list of all the City's potential land uses.

Table 1: Summary of Land Use Categories

| Land Use Classification Fee Study | Definition |
|---|---|
| Residential | Includes single-family detached homes and single-family attached homes. Also includes buildings with attached residential units including apartments, town homes, condominiums, mobile homes, and all other residential units not classified as single-family. For the purposes of determining the Fees due, any "second unit" or "accessory dwelling unit" (as determined pursuant to Section 65852.2 of the Government Code) shall be considered a separate residential unit and shall be subject to this fee. |
| Hotel | Includes hotels, motels, spas, and resorts |
| Commercial/Retail | Includes but is not limited to buildings used as the following:<br>Retail;<br>Service-oriented business activities, wineries/vineyards, and car washes;<br>Department stores, discount stores, furniture/appliance outlets, home improvement centers;<br>Shopping centers and entertainment centers<br>Subregional and regional shopping centers;<br>Grocery stores and storage facilities. |
| Office | Includes but is not limited to buildings used as the following:<br>Business/professional offices;<br>Medical/dental offices;<br>Office park, research park, business park; and<br>General office buildings. |
| Industrial | Includes but is not limited to buildings used as the following:<br>Light manufacturing, warehouse/distribution, and logistics wholesaling;<br>Wholesale and warehouse retail;<br>Food processing;<br>Industrial park; and<br>Industrial/light industrial. |
| Institutional/Other | Includes but is not limited to buildings used as the following:<br>Professional urgent care and private hospitals and rehabilitation centers;<br>Private schools, trade and vocational schools, and veteran organizations;<br>Rehabilitation centers, assisted living, and memory care facilities; and<br>Churches, temples, mosques, and synagogues. |

## A Existing Residential Land Uses

Demographic data provided by the Nielsen Company (a leading information, measurement, and data analytics company), the California Department of Finance, and the US Census Bureau, were used to estimate the existing number of housing units and population in the City. Notably, DTA attempted to utilize metrics (e.g., average household size, square footage, etc.) that standardized existing demographics with DTA's projections.

According to the information provided by the California Department of Finance, the US Census Bureau, and the Nielsen Company, National City's population totals 58,924, with a household population of 53,395 residing in 17,323 single-family, multi-family, and mobile home housing units and 5,529 people living in group quarters. Only the City's household population is considered in this study. The residential persons-per-unit figure of 3.08 was also derived from 2024 data published by the California Department of Finance. **Table 2**, presented below, summarizes the existing demographics for the City's residential land uses.

**Table 2: Estimated Existing Residential Development**

| Residential Land Use | Existing Residents | Occupied Units | Residents per Unit |
|---|---|---|---|
| Residential | 53,395 | 17,323 | 3.08 |
| **Total** | 53,395 | 17,323 | 3.08 |

## B Existing Non-Residential Land Uses

The existing non-residential square footage was compiled and estimated using the CoStar Real Estate Software Platform. In addition, the employees per square foot for non-residential land uses was based on information published in Nielsen Company *Employment Profiles* by NAICS Codes 2024. The North American Industry Classification System ("NAICS") is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. The number of non-residential building square footage presented below in **Table 3** is considered "existing non-residential development".

As reflected in **Table 3** below, the City has approximately 11,037,469 total square feet of existing non-residential development and 765 hotel rooms. The non-residential development includes approximately 5,136,492 square feet of commercial/retail development, 851,000 square feet of office development, 4,053,085 square feet of industrial development, and 996,892 square feet of institutional/other development. Additionally, based on an assumed occupancy rate for the hotel rooms of 60%, DTA estimates approximately 459 annual hotel guests.

**Per the Nielsen Company's *Employment Profiles* (2024), the City has 23,916 employees in these non-residential sectors, specifically 146 hotel employees, 13,554 commercial retail, 2,985 office employees, 4,113 industrial employees, and 3,118 institutional/other employees. These numbers were based on existing employee data and existing square footage data, generating guest/employees per Room of 0.79, and employees-per-thousand-square-foot factors ("EPSFs") of 2.64 for commercial retail, 3.51 for office, 1.01 for industrial, and 3.13 for institutional/other. These EPSF numbers are presented in detail in Appendix A.**

Table 3: Estimated Existing Non-Residential Development

| Non-Residential Land Use | Existing Employees | Hotel Guests | Hotel Rooms | Existing Building Square Feet |
|---|---|---|---|---|
| Hotel | 146 | 459 | 765 | |
| Commercial/Retail | 13,554 | | | 5,136,492 |
| Office | 2,985 | | | 851,000 |
| Industrial | 4,113 | | | 4,053,085 |
| Institutional/Other | 3,118 | | | 996,892 |
| **Total** | 23,916 | 459 | 765 | 11,037,469 |

Notes:

1. Numbers may not sum due to rounding.

## C Future Residential Land Uses (2040)

Population projections taken from the 2020 SANDAG Series 14 Regional Growth Forecast through 2029 show that the City's residential population or development is assumed to grow at an average annualized growth rate of 0.54%. The projected residential growth rates by SANDAG were used over the build-out period to generate the number of future housing units shown below. As indicated in **Table 4**, given the assumed projected growth rates, DTA determined that the City is expected to grow by 9,415 future residents, that translate to 3,055 residential units, by the end of the 2040 build-out period.

Table 4: Projected Residential Development over Build-Out Period [1]

| Residential Land Use | Future Residents | Future Housing Units | Residents per Unit |
|---|---|---|---|
| Residential | 9,415 | 3,055 | 3.08 |
| **Total** | 9,415 | 3,055 | 3.08 |

Notes:

1. Numbers may not sum due to rounding.
2. Residents per units is expected to remain the same over the build-out period.

To comply with AB 602, DTA worked with the City staff to determine the average square footage for both single-family and multi-family residences. Using building permit information from 2020 to 2023, DTA calculated that the combined average residential square foot unit was 1,500 square feet across single-family and multi-family residences. Based on the total anticipated future residential development of 3,055, this results in a total of 4,583,381 Sq. Ft. of future residential development, as shown in the table below.

Table 5: Future Residential Development Sq. Ft.

| Category | Total |
|---|---|
| Total Residential Units | 3,055 |
| Average Sq. Ft. per Unit | 1,500 |
| **Total Residential Sq. Ft.** | **4,583,381** |

## D Future Non-Residential Land Uses (2040)

DTA reviewed the 2020 SANDAG Series 14 Regional Growth Forecast through 2050, for data on employment growth. The report projected an annualized growth rate for employment and salaries of 0.58%. However, given that this employment growth projection may include densification and reuse of existing buildings, DTA has assumed an average annualized growth rate of 0.25% for the purpose of projecting additional non-residential square feet that may be subject to the proposed fees. As stated earlier, there is currently potential growth through the addition of traditional infill development, or the potential that new development could replace older development either through changes in economic factors or rezoning to add new expansion. Based on the EPSF derived above, this translates to the development of approximately 449,874 square feet of non-residential development over the build-out period. This is presented below for each of the non-residential land use categories.

Table 6: Projected Non-Residential Development over Build-Out Period

| Non-Residential Land Use | Future Employees | Hotel Guests | Hotel Rooms | Projected Building Square Feet |
|---|---|---|---|---|
| Hotel | 6 | 19 | 31 | |
| Commercial/Retail | 552 | | | 209,357 |
| Office | 122 | | | 34,686 |
| Industrial | 168 | | | 165,199 |
| Institutional/Other | 127 | | | 40,632 |
| **Total** | 975 | 19 | 31 | 449,874 |

Notes:

1. Numbers may not sum due to rounding.

## METHODOLOGY USED TO CALCULATE FEES

There are several accepted methodologies used in calculating fees, but they are all based on determining the cost of needed improvements and assigning those costs equitably to various types of development. In determining a reasonable nexus for each specific type of public facility, DTA utilized the methodologies described below, depending upon the data and information available from the City and its current infrastructure policies.

V

### A Standards-Based Fee Methodology

The methodology used to establish the DIFs outlined in this Study for City Administration, Police, Fire, Library, and Parks facilities are based on "standards," where costs are based on existing LOS. This Standards-Based Methodology establishes a generic unit cost for capacity which is then applied to each land use per the existing LOS. The LOS is based on the existing number of applicable units, such as square feet of building space or acres of land or per resident for each facility. This standard is not based on cost but rather on a standard of service. The Standards-Based Methodology ensures that City facilities are appropriately developed and sized so that future residents and employees do not cause a reduced LOS by unduly burdening the infrastructure system, thus leading to decay and deterioration. This methodology provides several advantages, including not needing to know the cost of a specific facility, how much capacity or service is provided by the current system, or having to commit to a specific size of the facility.

### B Plan-Based Fee Methodology

The methodology used to establish the DIFs outlined in this Study for Multi-modal Transportation is based on a "plan," such as a Master Plan of Facilities, Capital Improvement Plan, or General Plan, which identifies a finite set of improvements to be implemented. These Facility Plans generally identify a finite set of facilities needed by the public agency and are developed according to assessments of facilities needs prepared by staff and/or outside consultants and adopted by the public agency's legislative body. Using this plan-based approach, specific costs can be projected and assigned to all land uses planned, often with a specific time period in mind that reflects new development projections. By using population, units, and residential and non-residential square footage numbers, it is possible to assign a cost allocation percentage for both new and existing development. In preparing an impact fee analysis, facilities costs attributed to future development can then be allocated to each land use class in proportion to the demand caused by each type of development.

### C Capacity-Based Fee Methodology

Another method of fee assessment used is based on the "capacity" of a service or system, such as a water tank, a sewer plant, or a storm drain. This kind of fee is not dependent on a particular land use plan (i.e., amount or intensity) but rather it is based on a rate or cost per unit of capacity that can be applied to any type of development, as long as the system has adequate capacity. This fee is useful when the costs of the facility or system are unknown at the outset. However, it requires that the capacity used by a particular land use

type be measurable or estimable and the information to be available. Capacity-based Fees are assessed based on the demand rate per unit. Although this methodology is not used to calculate any of the fees generated in this Study, the description is provided so that the City understands the various methodologies available for calculating fees.

## D Summary of Fee Methodology

In this Fee Study, the Standards-based LOS methodology is used to generate fees for City Administration, Police, Fire, Library, and Parks, and a Plan-based methodology is used to generate the fees for Multi-modal Transportation. This is summarized in **Table 7** below.

**Table 7: Fee Methodology (by Fee Category Type)**

| Fee Category | Methodology | Basis of Methodology |
|---|---|---|
| City Administration | Standards-Based fee | Existing Standard |
| Police | Standards-Based fee | Existing Standard |
| Fire | Standards-Based fee | Existing Standard |
| Parks | Standards-Based fee | Existing Standard |
| Library | Standards-Based fee | Existing Standard |
| Multi-modal Transportation | Plan-Based Fee | Needs List |

For Fee calculations using the Plan-Based approach, the City has provided DTA with the list of Future Facilities to be included in the Fee Study (the "Needs List"). For the purposes of the City's DIF program, the Needs List is intended to be the official public document identifying the facilities eligible to be financed, in whole or in part, through the imposition of a DIF on new development within the City. The Needs List is organized by facility element (or type) and includes cost information, as outlined in **Table 8** below.

**Table 8: Description of Needs List Cost Sections**

| Column Title | Contents | Source |
|---|---|---|
| Total Cost for Facility | The total estimated facility cost, including engineering, design, construction, land acquisition, and equipment (as applicable). | City |
| Offsetting Revenues to New and Existing Development | Share of total offsetting revenues allocated to new and existing development. | City |
| Net Cost to City | The difference between the total cost and the offsetting revenues (column 1 plus column 2). | Calculated by DTA |
| Percent of Cost Allocated to New Development | Net cost allocated to new development based on the new development's share of facilities. | Calculated by DTA and the City |
| Net Cost Allocated to New Development | The net cost to the City is multiplied by the percentage cost allocated to new development. | Calculated by DTA |
| Policy Background or Objective | Identifies the policy source or rationale for facility need. | City General Plan, CIP, City Staff |

The facilities included on the Needs List for each Fee (presented in **Appendix B**) are provided

by the City and reflect either the City's goals of maintaining and improving a specific area, or they are part of a more formal policy document, such as a General Plan, Master Plan, Capital Improvement Plan, or other official policy or document etc. Specific estimated facility costs are provided by the City and used as a basis for determining the allocation of revenues between new and existing development. DTA surveyed City staff and comparable development on the required facilities needed to serve new development as a starting point for its fee calculations.

## E Allocation of Benefit

### *E.1 EDUs and EBUs*

The methodologies employed in this Fee Study use EDUs and EBUs as the method of identifying and quantifying benefits of certain facilities and ensuring that an equitable portion of the total facilities costs are allocated to future growth, based on the proportion of need generated by that growth. Specifically, EDUs are generated in the demographic portion of this Fee Study and are used to generate the land use calculations. EDUs are a means of quantifying different land uses in terms of their equivalence to a residential dwelling unit, where equivalence is measured in terms of potential infrastructure use or benefit for each type of public facility. In this Study, EDUs are used as a basis of allocation for City Administration, Police, Fire, Parks, and Library. Notably, the EDUs are generated based on the Persons Served, as discussed in greater detail below. In contrast, for Multi-modal Transportation, EBUs are used to allocate costs to future growth and generate fees.

### *E.2 Persons Served*

For many of the facilities considered in this Fee Study, service population (or Persons Served) will be used to allocate benefits among fee categories. For the purposes of this Fee Study, the Persons Served calculations are based on the number of residents per dwelling unit (i.e., persons per household) and number of employees per 1,000 Sq. Ft. generated by each land use class. Notably, the Persons Served (or service population) is determined for City Administration, Police, Fire, Parks, and Library based on the following:

- For public safety (i.e., Police and Fire), the calculation of the number of Persons Served (or service population), is based on residents, plus 50% of employees, plus 5% of visitors (where visitors to non-residential land uses are estimated based on the trip generation rate associated with that land use). Notably, this service population estimate accounts for the fact that generally, residents require services for 16 hours per day, employees/business require services for 8 hours per day, and visitors (e.g., shoppers at a retail site) require services for approximately 30-60 minutes while on site. As a result, this estimate of services population would best approximate the need for service (e.g., responding to emergencies) by each land use, and therefore the need for Future Facilities by such land use.

For City Administration, the calculation of the number of Persons Served is based on residents, plus 50% of employees. Similar to public safety, this service population estimate accounts for the fact that generally, residents would have access to facilities for 16 hours per day and employees have access to facilities for 8 hours per day. However, unlike public safety, DTA assumes that the impact of visitors to non-residential land uses on park and trail facilities is negligible.

Finally, for Parks and Library, the calculation of the number of Persons Served is based on residents only.

**Table 9: Basis of Allocation (by Fee Category Type)**

| Fee Category | Basis of Allocation of (EDU, EBU) Factor |
|---|---|
| City Administration | Persons Served (Residents, Employees) |
| Police | Persons Served (Residents, Employees, Visitors) |
| Fire | Persons Served (Residents, Employees, Visitors) |
| Parks | Persons Served (Residents) |
| Library | Persons Served (Residents) |
| Multi-modal Transportation | Average Daily Trips |

### *E.3 Average Daily Trips ("ADTs")*

Transportation Fees were calculated for each of the six (6) land use categories based on the number of ADTs generated by each land use. ADTs are published by the Institute of Transportation Engineers ("ITE") Publication Trips Generation, 10th Edition. The ADT generation rates are per dwelling unit (for residential units), daily trip generation per 1,000 building square feet of each category of non-residential development, and per room for hotels. Per the ITE, a trip or trip end is a single or one-direction person or vehicle movement with either the origin or the destination existing or entering) inside a study site. In technical terms, a trip has an origin and a destination at its respective ends (known as trip ends). Each trip end is part of a trip. For trip site generation, the focus is the trips entering and existing a single site. Specifically, ADTs are the total number of trips, both inbound and outbound, within a 24-hour weekday period, generated by a particular use or development.

Table 10: Allocation Methodology

| Facility Type | Basis | Methodology | Existing | Projected | Total |
|---|---|---|---|---|---|
| City Administration | Persons Served (Residents, Employees) | EDU | 21,351 | 3,219 | 24,570 |
| Police | Persons Served (Residents, Employees, Visitors) | EDU | 23,648 | 3,312 | 26,961 |
| Fire | | EDU | 23,648 | 3,312 | 26,961 |
| Library | Persons Served (Residents) | EDU | 17,323 | 3,055 | 20,378 |
| Parks | | | | | |
| Multi-modal Transportation | ADTs | EBU | 311,359 | 32,043 | 343,402 |

The following sections present the reasonable relationship of benefit, impact, and proportionality tests for each fee element (i.e., City Administration, Police, Fire, Library, Parks, and Multi-Modal Transportation, as well as the analysis undertaken to apportion costs for each type of facility. More detailed fee calculation worksheets for each type of facility are included in **Appendix A**.

## F Calculation of Land Costs

To determine the fair and accurate land acquisition costs used in the calculations presented in the following sections, DTA utilized the CoStar Real Estate Software Platform and created a comparable land inventory of 13 undeveloped properties ranging from 0.30 acres to 8.0 acres in the City. Each of the properties in the inventory were sold between 2019 and 2025, and an average of their sales price was generated. (It was determined that sales price was a more accurate measure of land value than current land asking price). The land inventory produced totaled 13 properties, meeting the proper criteria. Based on this inventory, DTA used an average of $1,321,442 per acre as an estimated cost of land acquisition.

# CALCULATION OF FEES

## A City Administration DIFs

### *A.1 City Administration (Nexus Requirement AB 1600)*

VI The City Administration element includes the facilities necessary to provide basic governmental services and public facilities maintenance services, exclusive of public safety, throughout the City. Notably, all furniture, fixtures, and equipment have been consolidated into an integrated unit that includes all department equipment, such as furniture modules, computer hardware and other equipment, to simplify the representation of the data. The proposed DIF discussed in this section, if adopted, would be imposed, collected, and spent on the acquisition of land, construction of new public buildings, and expansion of existing City facilities to accommodate new growth.

**Table 11** below illustrates how the City Administration Fee will meet the requirements of AB 1600 with regard to use of the fee, type of development funded or partially funded by the fee revenue, reasonable relationship to the need for facilities, and proportionality requirements.

Table 11: City Administration Element

| AB 1600 Code Section | Description | Justification |
|---|---|---|
| 66001(a)(1) | Identify the purpose of the Fee. | Provide a revenue source that will provide funds to construct City administration facilities that will mitigate the impacts of new residential and non-residential development to the City. |
| 66001(a)(2) | Identify the use to which the Fee is to be put. | Construction and replacement of city hall buildings, supporting administration buildings, public works office, garage facilities, vehicles, equipment and parking facilities. |
| 66001(a)(3) | Demonstrate how there is a reasonable relationship between the Fee's use and the type of development project on which the Fee is imposed. | New residential and non-residential development in the City will generate additional residents and employees, thus increasing the need for City Administration facilities and services. The equipment, vehicles, buildings and parking facilities used to provide these services will have to be expanded, constructed, or purchased to meet this increased demand and maintain the current level of service to the City. |
| 66001(a)(4) | Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the Fee is imposed. | The additional residents and employees from the new development will impact demand for general administration facilities. New city hall buildings, supporting government administration facilities, public works office, garage facilities, vehicles, equipment and parking facilities are needed to mitigate the impacts of the additional residents and employees. If additional City Administration facilities are not constructed, then overall general services provided to the residents and employees in the City will suffer. |
| 66001(b) | Demonstrate how there is a reasonable relationship between the amount of the Fee and the cost of the public facility. | The City Administration fee is based on the cost to provide new city hall buildings, supporting government administration facilities, public works office, libraries, garage facilities, equipment, vehicles, field operations buildings, and parking facilities. The fee is based on the cost to provide new materials at the same levels as provided to existing residents. |

**Table 12** below identifies the current inventory for City Administration. Notably, all furniture, fixtures, and equipment have been consolidated into one (1) integrated unit that includes all department equipment, such as furniture modules and other equipment, to simplify the representation of the data.

Table 12: City Administration Inventory as of 2024

| Facility | Quantity |
|---|---|
| Buildings (Square Feet) | 55,802 |
| Land (Acres) | 3.59 |
| Vehicles (Number of Vehicles) | 22 |
| Furniture, Fixtures, and Equipment (Integrated Unit) | 1 |

### *A.2 Calculation Methodology*

The City Administration Fee was calculated using the Standards-Based Methodology discussed in Section V. For future development to receive the same LOS as exists today, the City will need to acquire or construct additional public building facilities, vehicles, and equipment. Assuming the City's growth through 2040, the City will need to acquire or construct additional infrastructure in order to continue to maintain the existing LOS.

### *A.3 Level of Service*

As stated earlier in Section III, in September of 2021 the Governor of California signed AB 602 which provides new statewide requirements for local jurisdictions seeking to impose DIFs on development projects. Among these new requirements is that when applicable, a nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is necessary. The level of service used to calculate the City Administration Fees in this section is the existing level of service as defined as the relationship between the replacement cost of City Administration facilities (as described in this section) and the City's existing EDUs as discussed in Section IV. The current LOS is calculated by dividing the total inventory of a facility type, as noted above, by the existing number of EDUs within the City. As indicated below, the existing level of service for every 1,000 EDUs is 2,539 square feet of building space. The same LOS methodology applies to land, vehicles and integrated equipment and is presented below in **Table 13**.

Table 13: City Administration Current LOS as of 2024

| Facility Type | Facility Units per 1,000 EDUs |
|---|---|
| Buildings (Square Feet) | 2,613 |
| Land (Acres) | 0.168 |
| Vehicles (Number of Vehicles) | 1.030 |
| Furniture, Fixtures, and Equipment (Integrated Unit) | **0.047** |

The facility units generated in the table above are used to determine future City Administration buildings, land, vehicles, etc., funded by new development in 2040 and are presented below in **Table 14**. The mathematics behind these calculations are presented in detail in **Appendix A**.

**Table 14: Future City Administration Facility Units in 2040**

| Facility Type | Number of Facility Units Funded by New Development |
|---|---|
| Buildings (Square Feet) | 8,412 |
| Land (Acres) | 0.541 |
| Vehicles (Number of Vehicles) | 3.317 |
| Furniture, Fixtures, and Equipment (Integrated Unit) | **0.151** |

Notably, it's important to note that construction costs and acquisition costs are dependent on the real estate market at the time of development. Location, demand for land, encumbrances, comparable acquisitions, and construction costs are a few of the many variables that play into appraisals and negotiations. Each facility will have its own location and improvement requirements. However, DTA was able to determine general cost estimates, on a per square foot basis, for City Administration facilities, based on historical and current data available and input from the City. These cost estimates were then applied to the future facility units.

**Table 15: City Administration Total Costs in 2040** [1]

| Facility Type | Facility Units Funded by New Development | Cost Per Unit | Total Facility Cost for Future Development |
|---|---|---|---|
| Buildings (Square Feet) | 8,412 | $863 | $7,255,807 |
| Land (Acres) | 0.541 | $1,321,442 | $715,170.412 |
| Vehicles (Number) | 3.317 | $36,286 | $120,345.924 |
| Equipment (Integrated Unit) | 0.151 | $3,468,727 | $522,922.254 |
| | | **Less: Offsetting Revenue** | $0 |
| | | **Equals: Total Facilities Cost** | **$8,614,246** |
| | | **Total Future EDUs** | **3,219** |
| | | **Cost per EDU** | $2,676 |

Note:

1. Numbers may not sum due to rounding.

### *A.4 Offsetting Revenues*

In calculating DIFs, it is important to consider any offsetting revenue in the City Administration facilities calculation total, as any existing account balance or other offsetting funds must be subtracted from the facilities cost total. As this is a new fee to the City, there are no current offsetting revenues

### *A.5 City Administration Fee Calculations*

Once the total future facility cost has been determined, the maximum calculated fee for each land use category can be generated. This is done by dividing the total future facility cost by the projected City Administration EDUs to generate a per EDU rate, which equals $2,676 per EDU as shown above. As discussed in Section III, per the directive of AB 602, for housing development projects, nexus studies adopted after July 1, 2022, will no longer be on a per unit basis, but will be calculated based on *square footage* of proposed units of the development, unless the local agency demonstrates that another metric is more appropriate.

The Residential Fee per Sq. Ft. was determined by first multiplying the cost per EDU of $2,676 by the total number of residential EDUs (3,055), resulting in the total amount funded from residential property of $8,174,822. This result was then divided by the total anticipated residential square feet of 4,583,381 to generate the Fee per square foot of $1.78. Details of this calculation are shown in the table below.

**Table 16: Residential City Administration Costs Financed by Fees Summary per Land Use Category [1]**

| Land Use Type | EDUs per Unit | Number of Projected Units | Calculation | Total EDUs |
|---|---|---|---|---|
| Residential | 1.00 | 3,055 | | 3,055 |
| | | Total EDUs | *[a]* | 3,055 |
| | | Total Cost per EDU | *[b]* | $2,676 |
| | | Total Fees | *[c] = [a] x [b]* | $8,174,822 |
| | | Total Residential Sq. Ft. | *[d]* | 4,583,381 |
| | | **Total Cost per Residential Sq. Ft.** | *[e] = [c]/[d]* | **$1.78** |

Note:

1. Numbers may not sum due to rounding.

Similarly, the Non-residential Fee per room and per 1,000 Sq. Ft. was determined by multiplying the cost per EDU of $2,676 by the total number of non-residential EDUs applicable with each land use type. The table below summarizes the fee amounts per room and per 1,000 Sq. Ft. and the total cost financed by Fees imposed on non-residential land uses.

Table 17: Non-Residential City Administration Costs Financed by Fee Summary per Land Use Category [1]

| Land Use Type | EDUs per Room/1,000 Non-Res. Sq. Ft.[1] | Fee per Room/1,000 Non-Res. Sq. Ft. | Number of Projected Rooms/Non-Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|---|
| | [a] | [b] = [a] x [$ per EDU] | [c] | [d] = [c] x [b] |
| Hotel | 0.23 | $604 | 31 | **$18,827** |
| Commercial Retail | 0.43 | $1,146 | 209,357 | **$239,830** |
| Office | 0.57 | $1,523 | 34,686 | **$52,818** |
| Industrial | 0.16 | $441 | 165,199 | **$72,777** |
| Institutional/Other | 0.51 | $1,358 | 40,632 | **$55,171** |
| | | | **Total** | **$439,424** |

Note:

1. Numbers may not sum due to rounding.

### *A.6 Proposed fees*

A summary of the proposed City Administration Fees is presented in **Table 18** below. The Fees recommended within this Fee Study reflect the maximum justifiable Fee level that may be imposed on new residential and non-residential development by the City under the statutory requirements of Government Code Section 66000 *et. seq.*

Table 18: City Administration Costs Financed by Fees Summary per Land Use Category

| Land Use Type | Residential Fee per Sq. Ft./per 1,000 Non-Res. Sq. Ft. | Number of Projected Res Sq. Ft., Rooms, and Non-Res. Sq. Ft | Costs Financed by Fees |
|---|---|---|---|
| Residential | $1.78 | 4,583,381 | $8,174,822 |
| Hotel | $604 | 31 | $18,827 |
| Commercial | $1,146 | 209,357 | $239,830 |
| Office | $1,523 | 34,686 | $52,818 |
| Industrial | $441 | 165,199 | $72,777 |
| Institutional/Other | $1,358 | 40,632 | $55,171 |
| | | **Total** | **$8,614,246** |

Table 19: City Administration Fee Summary

| Land Use | Maximum Fees |
|---|---|
| Residential (Per Sq. Ft.) | $1.78 |
| Hotel (Per Room) | $604 |
| Commercial/Retail (Per 1,000 Sq. Ft.) | $1,146 |
| Office (Per 1,000 Sq. Ft.) | $1,523 |
| Industrial (Per 1,000 Sq. Ft.) | $441 |
| Institutional/Other (Per 1,000 Sq. Ft.) | $1,358 |

### *A.7 DIF Annual Cost Escalation Recommendations*

The fees recommended within this Fee Study reflect the maximum justifiable fee level that may be imposed on new development under the statutory requirements of Government Code Section 66000 *et. seq.* As the DIFs proposed in this Fee Study are based on Facilities costs in 2024 dollars, it is appropriate for the City to apply an annual escalator to these fee levels to account for inflation in acquisition and construction costs. DTA further recommends that, after adoption, the above Fees be reviewed each year and include a provision for an annual adjustment based on the current CCCI. This construction cost index is based upon the BCI cost indices as produced by ENR.

## B Police DIFs

### *B.1 Police Facilities (Nexus Requirement AB 1600)*

The Police Facilities element includes those facilities used by the City Police Department to maintain police services. The fees collected from the new development will be used exclusively for Police Department purposes. All new development within the City contributes to the direct and cumulative impacts of development on Police Department facilities and creates the need for new facilities to accommodate growth. The facilities, equipment, and vehicles used to provide these services will have to be purchased or replaced to meet this increased demand. Thus, a reasonable relationship exists between the need for Police Facilities and impact of residential and non-residential development.

**Table 20** below illustrates how the police fee will meet the requirements of AB 1600 with regard to use of the fee, type of development funded or partially funded by the fee revenue, reasonable relationship to the need for facilities, and proportionality requirements.

Table 20: Police Facilities Element

| AB 1600 Code Section | Description | Justification |
|---|---|---|
| 66001(a)(1) | Identify the purpose of the Fee. | Provide a revenue source that will provide funds to acquire vehicles, property and equipment, and additional facilities that will mitigate the impacts of new residential and non-residential development to the City's Police facilities. |
| 66001(a)(2) | Identify the use to which the Fee is to be put. | Acquisition of additional police headquarters, animal shelter, police vehicles, property and equipment. |
| 66001(a)(3) | Demonstrate how there is a reasonable relationship between the Fee's use and the type of development project on which the Fee is imposed. | New residential and non-residential development in the City will generate additional residents and employees in the City, thus increasing the need for trained police personnel. Buildings, vehicles, property and equipment used to provide these services will have to be purchased to meet this increased demand and maintain the same level of service to the City. |
| 66001(a)(4) | Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the Fee is imposed. | The additional residents and employees from new development will impact the demand for police vehicles, property and equipment. New Police headquarters, animal shelter, vehicles and equipment are needed to mitigate the impacts of the additional residents and employees. If additional buildings, vehicles and equipment are not acquired, then overall public safety in the City will suffer. |
| 66001(b) | Demonstrate how there is a reasonable relationship between the amount of the Fee and the cost of the public facility. | The police fee is based on the cost to provide new buildings, vehicles, property and equipment, and additional facilities. The fee is based on the cost to provide new materials at the same levels as provided to existing residents. |

The table below identifies the current inventory for Police facilities. Notably, all furniture, fixtures, and equipment have been consolidated into one integrated unit that includes all department equipment, such as furniture modules and other equipment, to simplify the representation of the data.

Table 21: Police Facilities Inventory as of 2024

| Facility | Quantity |
|---|---|
| Buildings (Square Feet) | 63,015 |
| Land (Acres) | 2 |
| Vehicles (Number of Vehicles) | 57 |
| Furniture, Fixtures, and Equipment (One Integrated Unit) | 1 |

### *B.2 Calculation Methodology*

The Police Facilities fee was calculated using the Standards-Based Methodology discussed in Section V. For future development to receive the same LOS as exists today, the City will need to acquire or construct additional Police facilities, vehicles and equipment. Assuming the City's growth generally over the next 16 years, the City will need to acquire or construct additional infrastructure in order to continue to maintain the existing LOS.

### *B.3 Level of Service*

As stated earlier in Section III, in September of 2021 the Governor of California signed AB 602 which provides new statewide requirements for local jurisdictions seeking to impose DIFs on development projects. Among these new requirements is that when applicable, a nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is necessary. The level of service used to calculate the Police Facilities Fees in this section is the existing level of service as defined as the relationship between the replacement cost of Police Facilities (as described in this section) and the City's existing EDUs as discussed in Section IV. The current LOS is calculated by dividing the total inventory of a facility type, as noted above, by the existing number of EDUs within the City. As indicated below, the existing level of service for every 1,000 EDUs is 2,665 square feet of building space. The same LOS methodology applies to land, vehicles and integrated equipment and is presented below in **Table 22**.

**Table 22: Police Facilities Current LOS as of 2024**

| Facility Type | Facility Units per 1,000 EDUs |
|---|---|
| Buildings (Square Feet) | 2,665 |
| Land (Acres) | 0.066 |
| Vehicles (Number of Vehicles) | 2.410 |
| Furniture, Fixtures, and Equipment (Integrated Unit) | 0.042 |

The facility units generated in the table above are used to determine future Police Facility Units (buildings, land, vehicles, and equipment) funded by new development by 2040. This is presented below in **Table 23**. The mathematics behind these calculations are presented in detail in **Appendix A**.

Table 23: Police Future Facilities Required to Maintain the Current LOS by 2040

| Facility Type | Number of Facility Units Funded by New Development |
|---|---|
| Buildings (Square Feet) | 8,826 |
| Land (Acres) | 0.217 |
| Vehicles (Number of Vehicles) | 7.984 |
| Furniture, Fixtures, and Equipment (Integrated Unit) | **0.140** |

Notably, it's important to note that construction and acquisition costs are dependent on the real estate market at the time of development. Location, demand for land, encumbrances, comparable acquisitions, and construction costs are a few of the many variables that play into appraisals and negotiations. Each facility will have its own location and improvement requirements. However, DTA determined general cost estimates, on a per square foot basis, for Police facilities, based on historical and current data available. It's also important to note that building costs for public safety facilities are somewhat higher than conventional structures as they must be built to a higher standard and assume a higher level of use (24-hour use). These cost estimates were then applied to the future facility units. Please see **Table 24** below for additional detail regarding the costs for Police facilities.

Table 24: Police Total Facilities Costs in 2040 [1]

| Facility Type | Facility Units Funded by New Development | Cost Per Unit | Total Facility Cost for Future Development |
|---|---|---|---|
| Buildings (Square Feet) | 8,826 | $1,038 | $9,158,644 |
| Land (Acres) | 0.217 | $1,185,107 | $257,296 |
| Vehicles (Number) | 7.984 | $75,649 | $603,978 |
| Equipment (Integrated Unit) | 0.140 | $5,866,608 | $821,732 |
| | | Less: Offsetting Revenue | **$188,979** |
| | | **Equals: Total Facilities Cost** | **$10,652,670** |
| | | Total Future EDUs | **3,312** |
| | | **Cost per EDU** | $3,216 |

Note:

1. Numbers may not sum due to rounding.

### *B.4 Offsetting Revenues*

According to the City Staff there are offsetting revenues that need to be considered in the Police Facilities calculation total. As of the end of June 2024, the City had $188,979 in its current Police Facilities account that needed to be subtracted from the facilities cost total as indicated in **Table 24** above.

### *B.5 Police Facilities Fee Calculation*

Once the total future facility cost has been determined, the maximum calculated fee for each land use category can be generated. This is done by dividing the total future facility cost by the projected Police Facilities EDUs to generate a per EDU rate, which equals $3,216 per EDU as shown above. As discussed in Section II, per the directive of AB 602, for housing development projects, nexus studies adopted after July 1, 2022, will no longer be on a per unit basis, but will be calculated based on the *square footage* of proposed units of the development, unless the local agency demonstrates that another metric is more appropriate.

Again, the Residential Fee per Sq. Ft. was determined by first multiplying the cost per EDU of $3,216 by the total number of residential EDUs (3,055), resulting in the total amount funded from residential property of $9,823,529. This result was then divided by the total anticipated residential 4,583,381 square feet to generate the Fee per square foot of $2.14. Details of this calculation are shown in the table below.

**Table 25: Residential Police Facilities Costs Financed by Fees Summary per Land Use Category [1]**

| Land Use Type | EDUs per Unit | Number of Projected Units | Calculation | Total EDUs |
|---|---|---|---|---|
| Residential | 1.00 | 3,055 | | 3,055 |
| | | **Total EDUs** | [a] | **3,055** |
| | | Total Cost per EDU | [b] | $3,216 |
| | | **Total Fees** | [c] = [a] x [b] | $9,823,529 |
| | | Total Residential Sq. Ft. | [d] | 4,583,381 |
| | | **Total Cost per Residential Sq. Ft.** | [e] = [c]/[d] | **$2.14** |

Note:

1. Numbers may not sum due to rounding.

Similarly, the Non-residential Fee per 1,000 Sq. Ft. was determined by multiplying the cost per EDU of $3,216 by the total number of non-residential EDUs applicable with each land use type. The table below summarizes the Fee amounts per 1,000 Sq. Ft. and the total cost financed by Fees imposed on non-residential land uses.

Table 26: Non-Residential Police Facilities Costs Financed by Fees Summary per Land Use Category [1]

| Land Use Type | EDUs per Room Non-Res. Sq. Ft. [1] | Number of Projected Rooms Non-Res. Sq. Ft | Number of Projected Non-Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|---|
| | [a] | [b]= [a] x [$ per EDU] | [c] | [e] = [c] x [b] |
| Hotel | 0.23 | $726 | 31 | **$22,624** |
| Commercial/Retail | 0.80 | $2,579 | 209,357 | **$539,932** |
| Office | 0.69 | $2,234 | 34,686 | **$77,498** |
| Industrial | 0.23 | $740 | 165,199 | **$122,274** |
| Institutional/Other | 0.51 | $1,644 | 40,632 | **$66,812** |
| | | | **Total** | **$829,140** |

Note:

1. Numbers may not sum due to rounding.

### *B.6 Proposed fees*

A summary of the proposed Police Fees is presented in **Table 27** below. The Fees recommended within this Fee Study reflect the maximum justifiable Fee level that may be imposed on new residential and non-residential development by the City under the statutory requirements of Government Code Section 66000 *et. seq.*

Table 27: Police Facilities Fees Summary

| Land Use Type | Residential Fee per Sq. Ft./per Room, 1,000 Non-Res. Sq. Ft. | Number of Projected Res, Room Sq. Ft./ Non-Res. Sq. Ft | Costs Financed by Fees |
|---|---|---|---|
| Residential | $2.14 | 4,583,381 | $9,823,529 |
| Hotel | $726 | 31 | $22,624 |
| Commercial/Retail | $2,579 | 209,357 | $539,932 |
| Office | $2,234 | 34,686 | $77,498 |
| Industrial | $740 | 165,199 | $122,274 |
| Institutional/Other | $1,644 | 40,632 | $66,812 |
| | | **Total** | $10,652,670 |

Note:

1. Numbers may not sum due to rounding.

Table 28: Police Fee Summary

| Land Use | Maximum Fees |
|---|---|
| Residential (Per Sq. Ft.) | $2.14 |
| Hotel (Per Room) | $726 |
| Commercial/Retail (Per 1,000 Sq. Ft.) | $2,579 |
| Office (Per 1,000 Sq. Ft.) | $2,234 |
| Industrial (Per 1,000 Sq. Ft.) | $740 |
| Institutional/Other (per 1,000 Sq. Ft.) | $1,644 |

### *B.7 DIF Annual Cost Escalation Recommendations*

The fees recommended within this Fee Study reflect the maximum justifiable fee level that may be imposed on new development under the statutory requirements of Government Code Section 66000 *et. seq.* As the DIFs proposed in this Fee Study are based on Facilities costs in 2024 dollars, it is appropriate for the City to apply an annual escalator to these fee levels to account for inflation in acquisition and construction costs. DTA further recommends that, after adoption, the above Fees be reviewed each year and include a provision for an annual adjustment based on the current CCCI. This construction cost index is based upon the BCI cost indices average as produced by ENR.

## C Fire DIFs

### *C.1 Fire Facilities (Nexus Requirement AB 1600)*

The Fire Facilities element includes those facilities used by the City to maintain Fire services. The Fees collected from new development will be used exclusively for Fire Department purposes. All new development within the City contributes to the direct and cumulative impacts of development on Fire Department facilities and creates the need for new facilities to accommodate growth. The facilities, equipment, and vehicles used to provide these services will have to be purchased or replaced to meet this increased demand. Thus, a reasonable relationship exists between the need for Fire Facilities and impact of residential and non-residential development.

**Table 29 below** illustrates how the fire fee will meet the requirements of AB 1600 with regard to use of the Fee, type of development funded or partially funded by the Fee revenue, reasonable relationship to the need for facilities, and proportionality requirements.

Table 29: Fire Facilities

| AB 1600 Code Section | Description | Justification |
|---|---|---|
| 66001(a)(1) | Identify the purpose of the Fee. | Provide a revenue source that will provide funds to construct and expand the various Fire facilities, acquire equipment and property, and a variety of specialized fire and emergency vehicles that will mitigate the impacts of new residential and non-residential development to the City's Fire facilities. |
| 66001(a)(2) | Identify the use to which the Fee is to be put. | Expansion/construction/acquisition of Fire facilities, property and equipment, and vehicles. |
| 66001(a)(3) | Demonstrate how there is a reasonable relationship between the Fee's use and the type of development project on which the Fee is imposed. | New residential and non-residential development in the City will generate additional residents and employees, thus increasing the need for trained Fire personnel. Multiple buildings, property and equipment, and vehicles used to provide these services will have to be expanded, constructed, or purchased to meet this increased demand and maintain the current level of service to the City. |
| 66001(a)(4) | Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the Fee is imposed. | The additional residents and employees from new development will impact demand for fire facilities. New Fire facilities, vehicles, and equipment are needed to mitigate the impacts of the additional residents and employees. If additional Fire facilities, vehicles, and equipment are not constructed and equipment and vehicles are not acquired, then overall public safety in the City will suffer. |
| 66001(b) | Demonstrate how there is a reasonable relationship between the amount of the Fee and the cost of the public facility. | The Fire Fee is based on the cost to provide new facilities, property and equipment, and a variety of firefighting and emergency vehicles. The fee is based on the cost to provide new materials at the same levels as provided to existing residents. |

The table below identifies the current inventory for Fire facilities. Notably, all furniture, fixtures, and equipment have been consolidated into one integrated unit that includes all department equipment, such as furniture modules and other equipment, to simplify the representation of the data.

Table 30: Current Fire Facilities Inventory

| Facility | Quantity |
|---|---|
| Buildings (Square Feet) | 26,044 |
| Land (Acres) | 2.71 |
| Vehicles (Number of Vehicles) | 17 |
| Furniture, Fixtures, and Equipment (One Integrated Unit) | 1.00 |

### *C.2 Calculation Methodology*

The Fire Facilities Fee was calculated using the standards-based methodology discussed in Section V. For future development to receive the same LOS that exists today, the City will need to acquire or construct additional Fire Facilities, vehicles, and equipment. Assuming the City's 2040 build-out, the City will need to acquire or construct additional infrastructure in order to continue to maintain the existing LOS.

The standards-based methodology (LOS) ensures that City facilities are appropriately developed and sized so that future residents and employees do not cause a reduced LOS by unduly burdening the infrastructure system, thus leading to decay and deterioration. This methodology provides several advantages, including not needing to know the size or cost of a specific facility. Another advantage of this methodology is that it does not involve the planning of any future facilities. This methodology assigns 100% of the Fees to new development and allows the City to apply the Fee revenue to any Fee-eligible project.

### *C.3 Level of Service (LOS)*

As stated earlier in Section III, in September of 2021 the Governor of California signed AB 602, which provides new statewide requirements for local jurisdictions seeking to impose DIFs on development projects. Among these new requirements is that, when applicable, a Nexus Study shall identify the existing LOS for each public facility, identify the proposed new LOS, and include an explanation of why the new LOS is necessary. The LOS used to calculate the Fire Facilities DIFs in this section is the existing LOS, defined as the relationship between the replacement cost of Fire facilities (as described in this section) and the City's existing EDUs as discussed in Section IV. The current LOS is calculated by dividing the total inventory of a facility type, as noted above, by the existing number of EDUs within the City. As indicated below, the existing LOS for every 1,000 EDUs is 1,101 square feet of building space. The same LOS methodology applies to land, vehicles, and integrated equipment and is presented below in **Table 31**.

Table 31: Fire Facilities Current LOS

| Facility Type | Facility Units per 1,000 EDUs |
|---|---|
| Buildings (Square Feet) | 1,101 |
| Land (Acres) | 0.11 |
| Vehicles (Number of Vehicles) | 0.72 |
| Furniture, Fixtures, and Equipment (Integrated Unit) | **0.04** |

The facility units generated in the table above are used to determine future Fire Facility Units (buildings, land, vehicles, and equipment) funded by new development by 2040. These are the numbers required to maintain the same level of existing service by 2040. This is presented below in **Table 32**. The mathematics behind these calculations are presented in detail in **Appendix A**.

Table 32: Future Fire Facilities Required to Maintain the Current LOS in 2040

| Facility Type | Number of Facility Units Funded by New Development |
|---|---|
| Buildings (Square Feet) | 3,648 |
| Land (Acres) | 0.380 |
| Vehicles (Number of Vehicles) | 2.381 |
| Furniture, Fixtures, and Equipment (Integrated Unit) | **0.140** |

It's important to recognize that construction costs are dependent on the real estate market at the time of development. Location, demand for land, encumbrances, comparable acquisitions, and construction costs are a few of the many variables that play into appraisals and negotiations. Each facility will have its own location and improvement requirements. However, DTA determined general cost estimates on a per square foot basis for Fire Facilities based on historical and current data available. Building costs for public safety facilities are somewhat higher than conventional structures as they must be built to a higher standard and assume a higher level of use (24-hour use). These cost estimates were then applied to the future facility units. Please see **Table 33** below for additional details regarding the costs for Fire Facilities.

Table 33: Fire Total Facilities Costs in 2040

| Facility Type | Facility Units Funded by New Development | Cost Per Unit | Total Facility Cost for Future Development |
|---|---|---|---|
| Buildings (Square Feet) | 3,648 | $1,200 | $4,377,559 |
| Land (Acres) | 0.380 | $1,321,442 | $501,603 |
| Vehicles (Number) | 2.381 | $442,343 | $1,053,297 |
| Equipment (Integrated Unit) | 0.140 | $909,881 | $127,446 |
| | | Offsetting Revenue | $253,577 |
| | | **Total Facilities Cost** | **$5,806,329** |
| | | Total Future EDUs | **3,312** |
| | | **Cost per EDU** | $1,753 |

Note:

1. May not sum due to rounding.

### *C.4 Offsetting Revenues*

According to the City Staff there are offsetting revenues that need to be considered in the Fire Facilities calculation total. As of the end of June 2024, the City had $253,577 in its current Fire Facilities account that needed to be subtracted from the facilities cost total as indicated in **Table 35** above.

### *C.5 Fire Facilities Fee Calculation*

Once the total future facility cost has been determined, the maximum calculated Fee for each land use category can be generated. This is done by dividing the total future facility cost by the projected Fire Facilities EDUs to generate a per EDU rate, which equals $1,753 per EDU as shown above. As discussed in Section II, per the directive of AB 602, for housing development projects, Nexus Studies adopted after July 1, 2023, will no longer be on a per unit basis and will instead be calculated based on the square footage of proposed units of the development, unless the local agency demonstrates that another metric is more appropriate.

Table 34: Fire Facilities Costs Financed by Fees Summary per Residential Land Use Category

| Land Use Type | EDUs per Unit | Number of Projected Units | Conversion Factor | Total EDUs |
|---|---|---|---|---|
| Residential | 1.00 | 3,055 | | 3,055 |
| | | **Total Residential** | [a] | **3,055** |
| | | Total Cost per EDU | [b] | $1,753 |
| | | **Total Cost Financed by Residential Fees** | [c] = [a] x [b] | $5,354,399 |
| | | Total Residential Sq. Ft. | [d] | 4,583,381 |
| | | **Total Cost per Residential Sq. Ft.** | **[e] = [c]/[d]** | **$1.17** |

Note:

1. May not sum due to rounding.

Again, the residential Fee per Sq. Ft. was determined by first multiplying the cost per EDU of $1,753 by the total number of residential EDUs (3,055), resulting in total amount funded from residential property of $5,354,399. This result was then divided by the total anticipated residential square feet (4,583,381) to generate the Fee per square foot of $1.17. Details of this calculation are shown in the table above.

Similarly, the non-residential Fee per room and per 1,000 Sq. Ft. was determined by multiplying the cost per EDU of $1,753 by the total number of non-residential EDUs applicable with each land use type. The table below summarizes the Fee amounts per lodging unit and per 1,000 Sq. Ft., as well as the total cost financed by Fees imposed on non-residential land uses.

Table 35: Fire Facilities Costs Financed by Fees Summary per Non-Residential Land Use Category

| Land Use Type | EDUs per Room/1,000 Non-Res. Sq. Ft.[1] | Fee per Room/1,000 Non-Res. Sq. Ft. | Number of Projected Rooms/1,000 Non-Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|---|
| | [a] | [b] = [a] x [$ per EDU] | [c] | [e] = [c] x [b] |
| Hotel | 0.23 | $395 | 31 | **$12,331** |
| Commercial/Retail | 0.80 | $1,406 | 209,357 | **$294,295** |
| Office | 0.69 | $1,218 | 34,686 | **$42,241** |
| Industrial | 0.23 | $403 | 165,199 | **$66,647** |
| Institutional/Other | 0.51 | $896 | 40,632 | **$36,416** |
| | | | **Total Costs Financed by Non-Residential Fees** | **$451.930** |

Note:

1. May not sum due to rounding.

### *C.6 Proposed Fees*

A summary of the proposed Fire Fees is presented in **Table 36** below. The Fees recommended within this Fee Study reflect the maximum justifiable Fee level that may be imposed on new residential and non-residential development by the City under the statutory requirements of Government Code Section 66000 *et. seq.*

**Table 36: Fire Facilities Costs Financed by Fees Summary per Land Use Category**

| Land Type | Residential Fee per Sq. Ft. / Non-Residential Fee per Room / per 1,000 Non-Residential Sq. Ft. | Number of Projected Res. Sq. Ft. / Rooms. /Non-Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|
| Residential | $1.17 | 4,583,381 | $5,354,399 |
| Hotel | $395 | 31 | $12,331 |
| Commercial/Retail | $1,406 | 209,357 | $294,295 |
| Office | $1,218 | 34,686 | $42,241 |
| Industrial | $403 | 165,199 | $66,647 |
| Institutional/Other | $896 | 40,632 | $36,416 |
| | | **Total** | $5,806,329 |

Notes:

1. Residential Fees are per square foot.
2. Hotel fees are per room.
3. Commercial/Retail, Office, Industrial, and Institutional/Other are per 1,000 square foot.

Fire Facilities DIFs for residential and non-residential development are summarized in the table below.

**Table 37: Fire Facilities Fee Summary**

| Land Use | Maximum Fees |
|---|---|
| Residential (Per Sq. Ft.) | $1.17 |
| Hotel (Per Room) | $395 |
| Commercial/Retail (Per 1,000 Sq. Ft.) | $1,406 |
| Office (Per 1,000 Sq. Ft.) | $1,218 |
| Industrial (Per 1,000 Sq. Ft.) | $403 |
| Institutional/Other (per 1,000 Sq. Ft.) | $896 |

### *C.7 DIF Annual Cost Escalation Recommendations*

The Fees recommended within this Fee Study reflect the maximum justifiable Fee level that may be imposed on new residential development. As the DIFs proposed in this Fee Study are based on Future Facilities costs in 2024 dollars, it is appropriate for the City to apply an annual escalator to these Fee levels to account for inflation in acquisition and construction costs. DTA further recommends that, after adoption, the above Fees be reviewed each year and include a provision for an annual adjustment based on the current CCCI. This CCI is based upon the BCI cost indices as produced by ENR.

## D Library

### *D.1 Library Facilities (Nexus Requirement AB 1600)*

The Library Facilities element includes those facilities used by the City Library Department to maintain Library services. The fees collected from the new development will be used exclusively for Library Department purposes. All new development within the City contributes to the direct and cumulative impacts of development on Library Department facilities and creates the need for new facilities to accommodate growth. The facilities and equipment used to provide these services will have to be purchased or replaced to meet this increased demand. Thus, a reasonable relationship exists between the need for Library Facilities and impact of residential and non-residential development. Unlike the fees described in the previous section, this fee will only be applied to residential development, non-residential development will be excluded from the fee calculation.

**Table 38** below illustrates how the Library Fee will meet the requirements of AB 1600 with regard to use of fees, type of development on which the Fee is imposed, reasonable relationship to the need for collection items, and proportionality requirements.

Table 38: Library Facilities

| AB 1600 Code Section | Description | Justification |
|---|---|---|
| 66001(a)(1) | Identify the purpose of the Fee. | Provide a revenue source that will provide funds to acquire/construct new library facilities and buildings, remodel/refurbish existing facilities and buildings, vehicles, property and equipment, and acquire various library collection items that will mitigate the impacts of new residential development to the City's Library facilities. |
| 66001(a)(2) | Identify the use to which the Fee is to be put. | Construction of new library facilities, remodel/refurbishment of existing facilities, vehicles, property and equipment and expansion of library collection items. Collection items include but are not limited to books, periodicals, newspapers, DVDs, e-books, etc. |
| 66001(a)(3) | Demonstrate how there is a reasonable relationship between the Fee's use and the type of development project on which the Fee is imposed. | New residential development in the City will generate additional residents who will become library patrons. In addition to equipment and property, and vehicles, new facilities will need to be acquired/constructed, existing facilities will need to be remodeled/refurbished or expanded, and collections will have to be expanded and additional volumes acquired to meet this increased demand. Fees collected from new residential development will be used for the acquisition/construction of new facilities, remodel/refurbishment of existing facilities, and acquisition of collection items so that the City can maintain their current level of service. |
| 66001(a)(4) | Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the Fee is imposed. | The additional residents from new development will impact demand for library space and collection items. New facility space will need to be expanded or acquired/constructed and existing facility space will need to be remodeled/refurbished. If new facilities are not acquired/constructed, existing facilities are not remodeled/refurbished, and additional library collection items are not acquired, then the City's libraries will have insufficient space and materials. |
| 66001(b) | Demonstrate how there is a reasonable relationship between the amount of the Fee and the cost of the public facility. | The library fee is based on the cost to provide new facilities, property and equipment, and vehicles. The fee is based on the cost to provide new materials at the same levels as provided to existing residents. |

The table below identifies the current inventory for Library facilities. Notably, all furniture, fixtures, and equipment have been consolidated into one integrated unit that includes all department equipment, such as furniture modules and other equipment, to simplify the representation of the data.

**Table 39: Current Library Facilities Inventory**

| Facility | Quantity |
|---|---|
| Buildings (Square Feet) | 49,000 |
| Land (Acres) | 1.680 |
| Vehicles (Number) | 0.000 |
| Equipment (Integrated Unit) | 1.000 |

### *D.2 Calculation Methodology*

The Library Fee was calculated using the standards-based methodology discussed in Section V. For future development to receive the same LOS as exists today, the City will need to acquire or construct additional Library facilities and equipment. Assuming the City's growth over the next 16 years, the City will need to acquire or construct additional infrastructure in order to continue to maintain the existing LOS. Unlike the other fees generated in this Fee Study, non-residential development will be excluded from the fee calculation.

### *D.3 Level of Service (LOS)*

As stated in Section III, in September of 2021 the Governor of California signed AB 602, which provides new Statewide requirements for local jurisdictions seeking to impose DIFs on development projects. Among these new requirements is that, when applicable, a Nexus Study shall identify the existing LOS for each public facility, identify the proposed new LOS, and include an explanation of why the new LOS is necessary. The LOS used to calculate the Library Fee in this section is the existing LOS, defined as the relationship between the replacement cost of Library facilities (as described in this section) and the City's existing EDUs as discussed in Section IV.

The standards-based LOS ensures that City facilities are appropriately developed and sized so that future residents and employees do not cause a reduced LOS by unduly burdening the infrastructure system, thus leading to decay and deterioration. This methodology provides several advantages, including not needing to know the size or cost of a specific facility. Another advantage of this methodology is that it does not involve the planning of any future facilities. This methodology assigns 100% of the Fees to new development and allows the City to apply the Fee revenue to any Fee-eligible project.

The current LOS is calculated by dividing the total inventory of a facility type, as noted above, by the existing number of EDUs within the City. As indicated below, the existing LOS for every 1,000 EDUs is 2,829 square feet of building space. The

same LOS methodology applies to land, vehicles, and integrated equipment and is presented below in **Table 40**.

**Table 40: Library Facilities Current LOS**

| Facility Type | Facility Units per 1,000 EDUs |
|---|---|
| Buildings (Square Feet) | 2,829 |
| Land (Acres) | 0.097 |
| Vehicles (Number of Vehicles) | 0.000 |
| Furniture, Fixtures, and Equipment (Integrated Unit) | 0.058 |

The facility units generated in the table above are used to determine future Library Facility Units (buildings, land, vehicles, and equipment) funded by new development in 2040. This is presented below in **Table 41**. The mathematics behind these calculations are presented in detail in **Appendix A**.

**Table 41: Library Future Facilities in 2040**

| Facility Type | Number of Facility Units Funded by New Development |
|---|---|
| Buildings (Square Feet) | 8,640 |
| Land (Acres) | 0.2962 |
| Vehicles (Number of Vehicles) | 0.0000 |
| Furniture, Fixtures, and Equipment (Integrated Unit) | **0.1763** |

It's important to note that construction costs are dependent on the real estate market at the time of development. Location, demand for land, encumbrances, comparable acquisitions, and construction costs are a few of the many variables that play into appraisals and negotiations. Each facility will have its own location and improvement requirements. However, DTA determined general cost estimates, on a per square foot basis, for Library facilities based on historical and current data available. These cost estimates were then applied to the future facility units. Please see **Table 42** below for additional detail regarding the costs for Library facilities.

Table 42: Library Total Facilities Costs in 2040 [1]

| Facility Type | Facility Units Funded by New Development | Cost Per Unit | Total Facility Cost for Future Development |
|---|---|---|---|
| Buildings (Square Feet) | 8,640 | $750 | $6,480,222 |
| Land (Acres) | 0.2962 | $1,321,442 | $391,462 |
| Vehicles (Number) | 0.0000 | $0 | $0 |
| Equipment (Integrated Unit) | 0.1763 | $4,837,107 | $852,939 |
| | | Offsetting Revenue | $202,253 |
| | | **Total Facilities Cost** | **$7,522,371** |
| | | Total Future EDUs | **3,055** |
| | | **Cost per EDU** | $2,463 |

Note:

1. May not sum due to rounding.

### *D.4 Offsetting Revenues*

According to information obtained by DTA, there are offsetting revenues that need to be considered in the library faculties calculation total. Currently the City has $202,253 in its current library fee account that must be subtracted from the Library facilities cost total. This is reflected above in **Table 42.**

### *D.5 Library Facilities Fee Calculation*

Once the total future facility cost has been determined, the maximum calculated Fee for each land use category can be generated. This is done by dividing the total future facility cost by the projected Library Facilities EDUs to generate a per EDU rate, which equals $2,463 per EDU as shown below. As discussed in Section II, per the directive of AB 602, for housing development projects, Nexus Studies adopted after July 1, 2022, will no longer be on a per unit basis and will instead be calculated based on the square footage of proposed units of the development, unless the local agency demonstrates that another metric is more appropriate.

The residential Fee per Sq. Ft. was determined by first multiplying the cost per EDU of $2,463 by the total number of residential EDUs (3,055), resulting in total amount funded from residential property of $7,522,371. This result was then divided by the total anticipated residential square feet 2,467,426 to generate the Fee per square foot of $1.53. Details of this calculation are shown in **Table 43** below.

Table 43: Library Facilities Costs Financed by Fees Summary per Land Use Category [1]

| Land Use Type | EDUs per Unit | Number of Projected Units | Conversion Factor | Total EDUs |
|---|---|---|---|---|
| Residential | 1.00 | 3,055 | | **3,055** |
| | | **Total EDUs** | **[a]** | **3,055** |
| | | Total Cost per EDU | [b] | $2,463 |
| | | **Total Costs Financed by Residential Fees** | **[c] = [a] x [b]** | $7,522,371 |
| | | Total Residential Sq. Ft. | [d] | 4,583,381 |
| | | **Total Fee per Residential Sq. Ft.** | **[e] = [c]/[d]** | **$1.64** |

Note:

1. May not sum due to rounding.

### *D.6 Proposed Fees*

A summary of the proposed Library Fees is presented in **Table 44** below. The Fees recommended within this Fee Study reflect the maximum justifiable Fee level that may be imposed on new residential and non-residential development by the City under the statutory requirements of Government Code Section 66000 *et. seq.*

Table 44: Library Facilities Costs Financed by Fees Summary per Land Use Category

| Residential | Res. Fee per Sq. Ft. | Projected Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|
| Residential | $1.64 | 4,583,381 | $7,522,371 |
| | | **Total** | **$7,522,371** |

Note:

1. Residential Fees are per square foot.

The Library Fee is summarized in the table below.

Table 45: Library Facilities Fees Summary

| Land Use | Maximum Fees |
|---|---|
| Residential (per Sq. Ft.) | $1.64 |

### *D.7 DIF Annual Cost Escalation Recommendations*

The Fees recommended within this Fee Study reflect the maximum justifiable Fee level that may be imposed on new residential development. As the DIFs proposed in this Fee Study are based on Future Facilities costs in 2024 dollars, it is appropriate for the City to apply an annual escalator to these Fee levels to account for inflation in acquisition and construction costs. DTA further recommends that, after adoption, the above Fees should be reviewed each year and include a provision for an annual adjustment based on the current CCCI. This CCI is based upon the BCI cost indices average as produced by ENR.

# E Parks DIFs

## *E.1 Parks Development Facilities Fees (Nexus Requirement AB 1600)*

The parks and recreation facilities will serve the residents of National City by providing facilities for recreation while enhancing the community's appeal and quality of life. The Fee Study includes a component for the development of new park and recreation facilities to serve new residential development for the City through 2040. Covered in this fee category are park improvements, as well as enhancements to parks and recreation facilities. Given that the City is virtually built-out, only park development costs will be used, and land acquisition costs will be excluded from the fee calculation. In maintaining the overall quality of life for residents, excellent park and recreation programs are important for the well-being of a city's community. Not only do parks make the community more attractive to residents (providing a stronger market base for local businesses), but they can also directly influence a city's ability to enhance its fiscal base by attracting commercial and industrial businesses. As noted in Section IV, the fee analysis for Parks will be limited to City Residents and will exclude other non-residential development.

**Table 46** below illustrates how the Parks Fee will meet the requirements of AB 1600 with regard to use of the Fee, type of development funded or partially funded by the Fee revenue, reasonable relationship to the need for facilities, and proportionality requirements.

Table 46: Parks Facilities

| Description | Justification |
|---|---|
| Identify the purpose of the Fee. | Provide a revenue source that will provide funds to develop parks and recreation facilities, and acquire vehicles and equipment that will mitigate the impacts of new residential development to the City's park and recreation facilities. |
| Identify the use to which the Fee is to be put. | Acquisition of parks and recreation facilities, and the further development of Park land. |
| Demonstrate how there is a reasonable relationship between the Fee's use and the type of development project on which the Fee is imposed. | New residential development in the City will generate additional residents, thereby increasing the need for parks and recreational facilities. Park and recreational facilities equipment used to provide these services will have to be expanded or constructed to meet this increased demand and maintain the same level of service to the City. |
| Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the Fee is imposed. | The additional residents from new development will impact demand for parks and recreational facilities. New parks and recreational facilities are needed to mitigate the impact of the additional residents. If additional park and recreational facilities are not constructed, then the level of service will decline and the overall quality of life for residents in the City will suffer. |
| Demonstrate how there is a reasonable relationship between the amount of the Fee and the cost of the public facility. | The parks and recreation facilities fee is based on the cost to provide park and recreational facilities. The fee is based on the cost of providing new materials at the same levels as provided to existing residents. |

The table below identifies the current inventory for Parks facilities. Notably, using information provided by the City, DTA has determined that the City has 116.60 total acres of usable park land as shown below in **Table 47**.

Table 47: Current Park Facilities Inventory

| Park Inventory | Acres |
|---|---|
| Las Palmas Park | 18.5 |
| Kimball Park | 23 |
| El Toyon Park | 23.2 |
| Paradise Creek Park | 5.6 |
| Butterfly Park | 2.1 |
| Stein Family Farm | 1.4 |
| National City Golf Course | 42.8 |
| **Total** | **116.60** |

### *E.2 Calculation Methodology*

The Parks Fee was calculated using the standards-based methodology discussed in Section V. For future development to receive the same LOS as exists today, the City will need to construct or enhance park facilities and equipment. Assuming the City's growth over the next 16 years, the City will need to acquire or construct additional infrastructure in order to continue to maintain the existing LOS. Similar to the Library Fee, non-residential development was excluded from the Parks Fee calculation.

### *E.3 Level of Service (LOS)*

As stated in Section III, in September of 2021 the Governor of California signed AB 602, which provides new Statewide requirements for local jurisdictions seeking to impose DIFs on development projects. Among these new requirements is that, when applicable, a Nexus Study shall identify the existing LOS for each public facility, identify the proposed new LOS, and include an explanation of why the new LOS is necessary. The LOS used to calculate the Parks Fee in this section is the existing LOS, defined as the relationship between the cost of park facilities (as described in this section) and the City's existing EDUs as discussed in Section IV.

The standards-based LOS ensures that City facilities are appropriately developed and sized so that future residents do not cause a reduced LOS by unduly burdening the infrastructure system, thus leading to decay and deterioration. This methodology provides several advantages, including not needing to know the size or cost of a specific facility. Another advantage of this methodology is that it does not involve the planning of any future facilities. This methodology assigns 100% of the Fees to new development and allows the City to apply the Fee revenue to any Fee-eligible project.

The current LOS is calculated by dividing the total inventory of a facility type, as noted above, by the existing number of EDUs within the City. As indicated below in **Table 48**, the existing LOS for every 1,000 EDUs is 6.73 acres.

**Table 48: Park Facilities Current LOS**

| Facility Type | Facility Units per 1,000 EDUs |
|---|---|
| Parks (Acres) | 6.73 |

The facility units generated in the table above are used to determine future Parks Facility Units (i.e., acres of parks) funded by new development in 2040. This is presented below in **Table 49**.

Table 49: Park Future Facilities in 2040

| Facility Type | Number of Facility Units Funded by New Development |
|---|---|
| Parks (Acres) | 20.56 |

It's important to note that construction costs are dependent on the real estate market at the time of development. Location, demand for land, encumbrances, comparable acquisitions, and construction costs are a few of the many variables that play into appraisals and negotiations. Each facility will have its own location and improvement requirements. Using information provided by City staff and cost research into comparable facilities, DTA determined that the cost for park development which includes buildings, vehicles, property and equipment was $328,657 per acre. Given that the City is virtually built out, only park development costs will be used, and land acquisition costs will be excluded from the fee calculation. Please see **Table 50** below for additional detail regarding the costs for Park facilities.

Table 50: National City Park Cost Summary

| Park Land Categories | Cost Per Acre |
|---|---|
| Land Acquisition | $0 |
| Park Development | $328,657 |
| **Total Costs** | **$328,657** |

Based on the costs per acre above, the total costs of new park improvements equal approximately $2,602,979, in order to maintain the existing level of service. **Table 51** below for additional detail.

Table 51: Park Total Facilities Costs in 2040 [1]

| Facility Type | Facility Units Funded by New Development | Cost Per Unit | Total Facility Cost for Future Development |
|---|---|---|---|
| Parks (Acres) | 6.731 | $328,657 | $6,757,318 |
| | | Offsetting Revenue | $868,251 |
| | | **Total Facilities Cost** | **$5,889,067** |
| | | Total Future EDUs | **3,055** |
| | | **Cost per EDU** | $1,928 |

Note:

1. May not sum due to rounding.

## *E.4 Offsetting Revenues*

According to information obtained by DTA, there are offsetting revenues that need

to be considered in the park facilities calculation total. Currently the City has $868,251 in its current parks fee account that must be subtracted from the Parks facilities cost total. This is reflected above in **Table 51.**

### *E.5 Park Facilities Fee Calculation*

Once the total future facility cost has been determined, the maximum calculated Fee for each land use category can be generated. This is done by dividing the total future facility cost by the projected Park Facilities EDUs to generate a per EDU rate, which equals $1,928 per EDU as shown below. As discussed in Section II, per the directive of AB 602, for housing development projects, Nexus Studies adopted after July 1, 2022, will no longer be on a per unit basis and will instead be calculated based on the square footage of proposed units of the development, unless the local agency demonstrates that another metric is more appropriate.

The residential Fee per Sq. Ft. was determined by first multiplying the cost per EDU of $1,928 by the total number of residential EDUs (3,055), resulting in total amount funded from residential property of $5,889,067. This result was then divided by the total anticipated residential square feet, 4,583,381, to generate the Fee per square foot of $1.28. Details of this calculation are shown in **Table 52** below.

**Table 52: Park Facilities Costs Financed by Fees Summary per Land Use Category** [1]

| Land Use Type | EDUs per Unit | Number of Projected Units | Conversion Factor | Total EDUs |
|---|---|---|---|---|
| Residential | 1.00 | 3,055 | | **3,055** |
| | | **Total EDUs** | **[a]** | **3,055** |
| | | Total Cost per EDU | [b] | $1,928 |
| | | **Total Costs Financed by Residential Fees** | **[c] = [a] x [b]** | **$5,889,067** |
| | | Total Residential Sq. Ft. | [d] | **4,583,381** |
| | | **Total Fee per Residential Sq. Ft.** | **[e] = [c]/[d]** | $1.28 |

Note:

1. May not sum due to rounding.

### *E.6 Proposed Fees*

A summary of the proposed Park Fees is presented in **Table 53** below. The Fees recommended within this Fee Study reflect the maximum justifiable Fee level that may be imposed on new residential and non-residential development by the City under the statutory requirements of Government Code Section 66000 *et. seq.*

Table 53: Park Facilities Costs Financed by Fees Summary per Land Use Category

| Residential | Res. Fee per Sq. Ft. | Projected Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|
| Residential | $1.28 | 4,583,381 | $5,889,067 |
| | | Total | $5,889,067 |

Finally, the Parks Fee is summarized in the table below.

Table 54: Park Facilities Fees Summary

| Land Use | Calculated Fees |
|---|---|
| Residential (per Sq. Ft.) | $1.28 |

### *E.7 DIF Annual Cost Escalation Recommendations*

The Fees recommended within this Fee Study reflect the maximum justifiable Fee level that may be imposed on new residential development. As the DIFs proposed in this Fee Study are based on Future Facilities costs in 2024 dollars, it is appropriate for the City to apply an annual escalator to these Fee levels to account for inflation in acquisition and construction costs. DTA further recommends that, after adoption, the above Fees should be reviewed each year and include a provision for an annual adjustment based on the current CCCI. This CCI is based upon the BCI cost indices average as produced by ENR.

# F Multi-Modal Transportation DIFs

## *F.1 Multi-Modal Transportation Facilities (Nexus Requirement AB 1600)*

According to the City's Transportation Element adopted in March of 2024, the City is made up of multi-modal communities with high rates of pedestrian activity. This multi-modal approach is becoming more common in cities that are either built-out or close to built-out as residents demand additional modes of alternative transportation such as public transportation, bicycle lanes and pedestrian walkways. Given this, the City is looking at establishing a multi-modal transportation fee.

Multi-modal transportation generally includes alternative public transportation, rail and waterways, bicycles, and pedestrians. Multi-modal access to public transportation considers and accommodates the many ways public transportation users get to and from a public transportation stop or center to access a public transportation service. Some of the methods include walking, bicycling, riding feeder public transportation systems (e.g., taking the bus to connect to commuter rail at a station), and driving. The idea is that providing the infrastructure and support services for multiple modes to public transportation will increase use of the public transportation system and result in health benefits. Specifically, when effectively integrated, bicycling and walking to public transportation help advance various environmental, health, and congestion-mitigating benefits for communities. A successful integration between modes will likely increase the catchment area and subsequent use of public transportation, the efficiency of public transportation by reducing the necessity of feeder bus services, and the overall demand for bicycling.

Creating a walkable and bikeable community starts with the built environment: having destinations close to each other; siting schools, parks, and public spaces appropriately; allowing mixed-use developments; having sufficient densities to support transit; creating commercial districts that people can access by bicycle, foot and alternative transportation modes.

The table below illustrates how the Multi-modal transportation fee will meet the requirements of AB 1600 with regard to use of fees, type of development funded or partially funded by the Fee revenue, reasonable relationship to the need for facilities, and proportionality requirements.

Table 55: Multi-Modal Transportation Facilities Nexus Requirement

| AB 1600 Code Section | Description | Justification |
|---|---|---|
| 66001(a)(1) | Identify the purpose of the Fee. | Provide a revenue source that will provide funds to construct various multi-modal transportation projects including boulevard and corridor improvements, pedestrian ramps, sidewalks, bicycle lanes, ADA projects and improvements, and other infrastructure that will mitigate the impacts of new development on the City's multi-modal transportation system. |
| 66001(a)(2) | Identify the use to which the Fee is to be put. | Fund or partially fund the construction of boulevard and corridor improvements, pedestrian ramps, sidewalks, bicycle lanes, ADA projects and improvements and other infrastructure projects within the City limits. |
| 66001(a)(3) | Demonstrate how there is a reasonable relationship between the Fee's use and type of development project on which the fee is imposed. | New residential and non-residential development will generate additional traffic on City streets. The Fee revenue will be used to construct new transportation projects upon which new residents and employees will travel. A Fee imposed on new residential and non-residential development is a reasonable method for mitigating the impacts of such new development and any resulting increase in LOS above and beyond the current LOS that is required to meet the plan approved by the City. |
| 66001(a)(4) | Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the Fee is imposed. | The additional multi-modal traffic volumes generated by new development will impact current levels of congestion. New boulevard and corridor improvements, pedestrian ramps, sidewalks, bicycle lanes, ADA projects and improvements are needed to mitigate the impacts of the increased traffic volumes. If the proposed projects are not constructed in concert with new development, the City's transportation system will experience higher traffic volumes and increase the level of congestion to a condition well below City standards. |
| 66001(b) | Demonstrate how there is a reasonable relationship between the amount of the Fee and the cost of the public facility. | Project costs are allocated to new development based on the percentage of multi-modal traffic volume generated by new development to the total traffic volume at build-out. The specific fee imposed on the various land uses are based on the relative trip generation rate as compared to a residential unit (baseline rate or EDU factor). |

Identification of the facilities to be financed is a critical component of any DIF program. In the broadest sense, the purpose of impact fees is to protect public health, safety, and general welfare by providing adequate public facilities. Notably, for Multi-Modal Transportation facilities, the City provided DTA with the list of Future Facilities to be included in the Fee Study (the "Needs List"). Please refer to Section V for details on the Needs List.

The City identified the need for the multi-modal transportation infrastructure and equipment. **Table 56** provides a summary of the Needs List. A detailed list is presented in **Appendix B**. The costs presented below are based on estimates provided by the City.

**Table 56: Multi-Modal Transportation Facilities Costs**

| Transportation Facilities [1] | Facility Cost |
|---|---|
| Bicycle | $19,979,499 |
| ADA Transportation Plan | $17,289,732 |
| **Subtotal** | **$37,269,231** |
| Offsetting Revenue | $0.00 |
| **Total** | **$37,269,231** |

Note:

1. A detailed description of the facilities is provided in detail in Appendix B.

### *F.2 Offsetting Revenues*

In calculating DIFs, it is important to consider any offsetting revenue in the Multi-Modal Transportation facilities calculation total, as any existing account balance or other offsetting funds must be subtracted from the facilities cost total. As this is a new fee to the City, there are no current offsetting revenues.

### *F.3 Level of Service*

As stated earlier in Section III, in September of 2021 the Governor of California signed AB 602 which provides new statewide requirements for local jurisdictions seeking to impose DIFs on development projects. Among these new requirements is that when applicable, a nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is necessary. As this is a new fee, the level of service for Multi-Modal Transportation has not been established.

### *F.4 Calculation Methodology*

Multi-Modal Transportation Fees calculated for each of the six (6) land use categories are based on the number of ADTs, i.e., the EBU factor (see Section V) generated by each land use. ADTs are published by the ITE Publication Trips Generation, 10th Edition. The ADT generation rates are per dwelling unit (for residential units), daily trip generation per 1,000 building square feet of each category of

non-residential development, and per room for hotels. Per the ITE, a trip or trip end is a single or one-direction person or vehicle movement with either the origin or the destination existing or entering) inside a study site. In technical terms, a trip has an origin and a destination at its respective ends (known as trip ends). Each trip end is part of a trip. For trip site generation, the focus is the trips entering and existing a single site. Specifically, ADTs are the total number of trips, both inbound and outbound, within a 24-hour weekday period, generated by a particular use or development

All proposed Multi-Modal Transportation facilities were sized to meet the needs of both existing and future residents and employees. Therefore, the costs of these facilities have been allocated between existing development and new development based on their percentage of build-out EBUs. As illustrated below in **Table 57**, 93.97% of the costs will be allocated to existing development and 6.03% of the costs will be allocated to new development. Based on this allocation between new and existing development, $2,247,706 of the $37,269,231 in Multi-Modal Transportation facilities costs would be funded by the Fee imposed on new development. The remaining $35,021,525 must be funded through other sources to be determined by the City.

**Table 57: Transportation Facilities Cost Allocation Summary**

| Development Type | Average Daily Trips (EBUs) | Percentage Allocated | Facility Cost Allocation |
|---|---|---|---|
| Existing Development | 311,359 | 90.67% | $33,791,657 |
| New Development | 32,043 | 9.33% | $3,477,573 |
| **Total** | **338,629** | **100.00%** | **$37,269,231** |

To calculate the Fees, DTA determined the number of ADTs expected through 2040 based on the expected residential and non-residential growth in the City. The analysis estimates that a maximum of 32,043 additional ADTs would be generated by the land use growth, as detailed in **Table 58** below.

Table 58: Number of Trip Calculations

| Land Use Type | Projected Development (Units) | Projected Development (Sq. Ft.) | ADT Generation Rate [1] | Total ADTs (EBUs) [2] |
|---|---|---|---|---|
| Residential | 3,055 | | 8.24 | 25,170 |
| Hotel | 31 | | 4.24 | 132 |
| Commercial/Retail | | 209,357 | 25.69 | 5,378 |
| Office | | 34,686 | 11.26 | 391 |
| Industrial | | 165,199 | 5.06 | 835 |
| Institutional/Other | | 40,632 | 3.37 | 137 |
| | | | **Total** | **32,043** |

Notes:

1. Projected ADTs per unit for residential and per 1,000 Square Feet and per room for non-residential.
2. Numbers may not sum due to rounding.

**Table 59** presented below summarizes the cost per ADT, which is generated by dividing the cost to new development of $3,477,573 by the number of ADTs that will be generated by new development (32,043). When accounting for the 32,043 planned ADTs in the City, the cost per ADT totals $109 as shown in the table below. The cost per ADT ($109) was then applied to the various land uses and their respective ADT trip generation rates to determine the proposed Fee.

Table 59: Cost per EBU [1]

| Facilities Costs | Total |
|---|---|
| Cost Allocated to New Development | $3,477,573 |
| Total ADTs Added by New Development | 32,043 |
| **DIF Cost Per ADT** | $109 |

Note:

1. Numbers may not sum due to rounding.

### *F.5 Multi-Modal Transportation Facilities Fee Calculation*

As discussed in Section III, per the directive of AB 602, for housing development projects, nexus studies adopted after July 1, 2022, will no longer be on a per unit basis, but will be calculated based on *square footage* of proposed units of the development, unless the local agency demonstrates that another metric is more appropriate.

The Residential Fee per Sq. Ft. was determined by first multiplying the cost per EDU of $109 by the total number of residential EBUs (3,055), resulting in the total amount funded from residential property of $2,731,688. This result was then divided by the total anticipated residential square feet 4,583,381, to generate the Fee per square foot of $0.60. Details of this calculation are shown in the table below.

Table 60: Residential Multi-Modal Transportation Costs Financed by Fees Summary per Land Use Category [1]

| Land Use Type | EBUs per Unit | Number of Projected Units | Calculation | Total EBUs |
|---|---|---|---|---|
| Residential | 8.24 | 3,055 | | 25,170 |
| | | | [a] | 25,170 |
| | | Total Cost per EBU | [b] | **$109** |
| | | Total Fees | [c] = [a] x [b] | **$2,731,688** |
| | | Total Residential Sq. Ft. | [d] | **4,583,381** |
| | | Total Fee per Residential Sq. Ft. | [e] = [c]/[d] | **$0.60** |

Note:

1. Numbers may not sum due to rounding.

Similarly, the non-residential Fee per 1,000 Sq. Ft. was determined by multiplying the cost per EBU of $109 by the total number of non-residential EBUs applicable with each land use type. The table below summarizes the Fee amounts per 1,000 Sq. Ft. and rooms and the total cost financed by Fees imposed on non-residential land uses.

Table 61: Non-Residential Multi-Modal Transportation Facilities Costs Financed by Fees Summary per Land Use Category [1]

| Land Use Type | EBUs per Room/Non-Res. Sq. Ft.[1] | Non-Residential Fee per Room/ per 1,000 Sq. Ft. | Number of Projected Non-Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|---|
| | *[a]* | *[b] = [a] x EBU* | *[c]* | *[e] = [c] x [b]* |
| Hotel | 4.24 | $460 | 31 | **$14,348** |
| Commercial/Retail | 25.6875 | $2,788 | 209,357 | **$583,658** |
| Office | 11.26 | $1,222 | 34,686 | **$42,387** |
| Industrial | 5.055 | $549 | 165,199 | **$90,631** |
| Institutional | 3.37 | $366 | 40,632 | **$14,861** |
| | | | **Total** | $745,885 |

Note:

1. Numbers may not sum due to rounding.

### *F.6 Proposed Fees*

A summary of the proposed Multi-Modal Transportation Fee is presented in **Table 62** below. The Fees recommended within this Fee Study reflect the maximum justifiable Fee level that may be imposed on new residential and non-residential development by the City under the statutory requirements of Government Code Section 66000 *et. seq.*

Table 62: Multi-Modal Transportation Facilities Costs Financed by Fees Summary per Land Use Category

| Land Use Type | Residential Fee per Sq. Ft./per Room/ 1,000 Non-Res. Sq. Ft. | Number of Projected Res Sq. Ft./Rooms /Non-Res. Sq. Ft | Costs Financed by Fees |
|---|---|---|---|
| Residential | $0.60 | 4,583,381 | $2,731,688 |
| Hotel | $460 | 31 | $14,348 |
| Commercial/Retail | $2,788 | 209,357 | $583,658 |
| Office | $1,222 | 34,686 | $42,387 |
| Industrial | $549 | 165,199 | $90,631 |
| Institutional/Other | $366 | 40,632 | $14,861 |
| | | **Total** | $3,477,573 |

Table 63: Multi-Modal Transportation Fee Summary

| Land Use | Maximum Fees |
|---|---|
| Residential (Per Sq. Ft.) | $0.60 |
| Hotel (Per Room) | $460 |
| Commercial/Retail (Per 1,000 Sq. Ft.) | $2,788 |
| Office (Per 1,000 Sq. Ft.) | $1,222 |
| Industrial (Per 1,000 Sq. Ft.) | $549 |
| Institutional/Other (Per 1,000 Sq. Ft.) | $366 |

### *F.7 DIF Annual Cost Escalation Recommendations*

The fees recommended within this Fee Study reflect the maximum justifiable fee level that may be imposed on new development under the statutory requirements of Government Code Section 66000 *et. seq.* As the DIFs proposed in this Fee Study are based on Facilities costs in 2024 dollars, it is appropriate for the City to apply an annual escalator to these fee levels to account for inflation in acquisition and construction costs. DTA further recommends that, after adoption, the above Fees be reviewed each year and include a provision for an annual adjustment based on the current CCCI. This construction cost index is based upon the BCI cost indices as produced by ENR.

## SUMMARY OF FEES

The total proposed fee amounts to finance new development's share of the costs of new facilities are summarized below.

Table 64: Proposed DIF Summary

VII

| Land Use | City Administration | Police | Fire | Library | Parks | Multi-modal |
|---|---|---|---|---|---|---|
| Residential (Per Sq. Ft.) | $1.78 | $2.14 | $1.17 | $1.64 | $1.28 | $0.60 |
| Hotel (Per Room) | $604 | $726 | $395 | | | $460 |
| Commercial/Retail (Per 1,000 Sq. Ft.) | $1,146 | $2,579 | $1,406 | | | $2,788 |
| Office (Per 1,000 Sq. Ft.) | $1,523 | $2,234 | $1,218 | | | $1,222 |
| Industrial (Per 1,000 Sq. Ft.) | $441 | $740 | $403 | | | $549 |
| Institutional/Other (Per 1,000 Sq. Ft.) | $1,358 | $1,644 | $896 | | | $366 |

At the time of permit issuance, new development shall pay the appropriate fee for each facility category, and the City shall deposit the funds in a separate account dedicated to the construction of the proposed facilities in accordance with Government Code Section 66006(a).

Future development may result from intensification and/or redevelopment of existing land uses. Each such redevelopment project will be evaluated in order to calculate the applicable fees on the new proposed development, taking into account the development previously mitigated.

As stated in Section VI, fees recommended within this Fee Study reflect the maximum justifiable fee level that may be imposed on new development under the statutory requirements of Government Code Section 66000 et. seq. As the DIFs proposed in this Fee Study are based on Facilities costs in 2024 dollars, it is appropriate for the City to apply an annual escalator to these fee levels to account for inflation in acquisition and construction costs. DTA further recommends that, after adoption, the above Fees be reviewed each year and include a provision for an annual adjustment based on the current CCCI. This construction cost index is based upon the BCI cost indices as produced by ENR.

In addition to the legal requirements covered in Section III, there are a number of recommendations for the adoption and administration of the DIFs presented in Section VIII of this Fee Study. All recommendations presented in this section are based on the Mitigation Fee Act (Government Code §66000 et seq.), also referred to as the "Act," which provides specific requirements for establishing and administering DIF programs. The Act also mandates procedures for administering impact fee programs, such as the collection and accounting of impact fees, refunds, mandatory updates, and reporting requirements.

## IMPLEMENTATION OF FEE SCHEDULE

At the time the City imposes an impact fee, Government Code 66020 requires a written statement of the amount of the fee and a written notice of a 90-day period during which the imposition of the fee can be protested. Prior to the enactment of Section 66020, a developer could not challenge the validity of fees imposed on a residential development without refusing to pay them. Under these circumstances, developers were required to pay disputed fees before they could be challenged. Section 66020 was drafted to correct that problem.

The various subparts of Section 66020 allow for a procedure that permits a developer to pay the fees under protest, obtain the relevant building permit, and then proceed with the project while pursuing an action to challenge the fees. If the action is successful, the fees will be refunded with interest. However, failure to protest imposition of the fee during the allowed period may deprive the fee payer of the right to any subsequent legal challenges. Any challenges to be filed must be submitted within 90 days of enactment. The subsequent sections provide specific guidelines in implementing DIFs.

### A The Collection of DIFs

According to Government Code Section 66007, any local agency that imposes any fees or charges on a residential development for the construction of public improvements or facilities shall not require the payment of those fees or charges, notwithstanding any other provision of law, until the date of the final inspection, or the date the Certificate of Occupancy is issued, whichever occurs first.

However, utility service fees may be collected at the time an application for utility service is received. If the residential development contains more than one dwelling, the local agency may determine whether the fees or charges shall be paid on a pro rata basis for each dwelling when (i) it receives its final inspection or Certificate of Occupancy, (ii) on a pro rata basis when a certain percentage of the dwellings have received their final inspection or Certificate of Occupancy, or (iii) on a lump sum basis when the first dwelling in the development receives its final inspection or Certificate of Occupancy, whichever of the three occur first.

An exception allows DIFs to be collected at an earlier time if they will be used to reimburse the agency for expenditures previously made or for public improvements or facilities for which money has already been appropriated. If any fee or charge specified is not fully paid prior to the issuance of a building permit for construction, the local agency issuing the building permit may require the property owner, or lessee if the lessee's interest appears of record, as a condition of issuance of the building permit, to execute a contract to pay the fee or charge, or applicable portion.

Statutory restrictions in place for residential development at the time at which fees may be collected do not apply to non-residential development. In cases where the fees are not collected upon the issuance of building permits, Sections 6607(c)(1) and (2) provide that the City may require the property owner of a non-residential development to execute a contract to pay the fee, and subsequently record that contract as a lien against the property owner.

In addition, pursuant to Government Code Section 65852.2(f), ADUs are exempt from incurring impact fees from local agencies, special districts, and water corporations if such unit is less than 750 square feet. If an ADU is 750 square feet or larger, impact fees shall be charged proportionately in relation to the square footage of the ADU to the square footage of the primary dwelling unit. Furthermore, the water capital improvement fee, water supply fee, and sewer capital improvement fee shall not be applicable to any ADU created within the existing space of a single-family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure. Please note that for the purposes of this Fee Study, future ADUs are included in the build-out projections, but some of these units may not be required to pay an impact fee. As a result, the City may not collect the full amount of costs as shown in the Needs Lists included herein.

### B The Assignment and Expenditure of Fee Revenue

According to Section 66006, if a local agency requires the payment of a fee specified in connection with the approval of a development project, the local agency receiving the fee shall deposit it with the other fees for the improvement to be funded in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, except for temporary investments, and expend those fees solely for the purpose for which the fee was collected.

Any interest income earned in the capital facilities account or fund shall also be deposited in that account or fund and shall be expended only for the purpose for which the fee was originally collected. Common practice is to maintain separate funds or accounts for impact fee revenues by facility category (i.e., streets, park improvements, but not for individual projects). DTA recommends the continuation of that approach.

DIF revenue should not be spent on any infrastructure, property or equipment needed to mitigate an existing deficiency.

### C Exemptions, Reductions, and Waivers

If a project has characteristics that indicate its impact on a particular public facility or infrastructure system will be significantly and permanently smaller than the average impact used to calculate impact fees in this study, the fees should be reduced accordingly. The City may decide to voluntarily waive or reduce the fees that would otherwise apply to a project to promote goals such as affordable housing or economic development. However, the implementation of this policy may not result in increased costs for other development projects and is allowed only if such costs are offset from other revenue sources.

### D Developer Improvement Credits

If the City maintains a policy that requires a developer, as a condition of project approval, to construct facilities for which impact fees have been or will be charged, the impact fee imposed on that development project for that type of facility must be adjusted to reflect a credit for such dedication or construction. Furthermore, the impact fee imposed on that development project for that type of facility must be adjusted to reflect a credit for the cost of the facilities or improvements constructed by the developer. If circumstances allow a developer to dedicate land, buildings, or other valuable considerations in lieu of paying fees, the City maintains the discretion to accept or reject such offers and may negotiate the terms under which an offer would be accepted.

### E Existing Development Credit

If a project involves the replacement, redevelopment, or intensification of previously existing development, impact fees should be applied only to the portion of the project which represents a net increase in demand for relevant facilities, applying the measure of demand used in this study to calculate that particular fee. Since residential service demand is normally estimated on the basis of demand per dwelling unit, an addition to a single-family dwelling unit typically would not be subject to an impact fee if it does not increase the number of dwelling units in the structure. In any project that results in a net increase in the number of dwelling units, the added units would normally be subjected to impact fees. A similar analysis can be applied to non-residential development using a measure of demand on which impact fees are based.

### F Annual Reporting and Accounting of Fees

AB 1600 requires that both general law and charter cities account for every fee that they collect under its terms. Funds collected for each capital facility or service shall be deposited in separate accounts and not commingled with any other funds for other impact fees. While funds are accruing for individual capital facilities, the City must keep track of each fund and provide an annual report. Section 66006 requires that for each separate account or fund established, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

1. A brief description of the type of fee in the account or fund;

2. The amount of the fee;
3. The beginning and ending balance of the account or fund;
4. The amount of the fees collected, and the interest earned;
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in Paragraph (2) of Subdivision (a) of Section 66001, and the public improvement remains incomplete;
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan; and
8. The amount of refunds made pursuant To Subdivision (e) of Section 66001 and any allocations pursuant to Subdivision (f) of Section 66001.

The City must review the information made available at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed at least 15 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting.

## G Refunding Policy

Under the Mitigation Fee Act, Govt. Code §66000 et seq., each DIF must be deposited in a separate capital facilities account and may be expended only for the purposes for which it was collected. For all unexpended fees, the agency must make findings every 5 years that:

1. Identify the purpose to which the fee will be put;
2. Demonstrate a reasonable relationship between the unexpended balance and the purpose for which the fee was charged;
3. Ascertain the sources and funding for any as-yet-incomplete public improvements; and
4. Designate the approximate date the agency expects the funding for uncompleted improvements to be deposited in the account [§66001(d)(1)]. The Act provides that "if the findings are not made as required by [the Act], the local agency shall refund the moneys in the account" to the current owners of the properties for which the fees were paid [§66001(d)(2)].

Failure to make the findings specified in Mitigation Fee Act requires a refund of all unexpended DIFs. When sufficient funds have been collected to complete financing of the public improvements contained in the CIP, the public agency shall identify "an approximate date by which the construction of the public improvement will be commenced" within 180 days of collection of the required funds (Gov. Code §66001(e)]. Failure to comply with this requirement also mandates the return of the collected funds, as stated above.

In addition, pursuant to Government Code Section 65852.2(f), ADUs are exempt from incurring impact fees from local agencies, special districts, and water corporations if such unit is less than 750 square feet. If an ADU is 750 square feet or larger, impact fees shall be charged proportionately in relation to the square footage of the ADU to the square footage of the primary dwelling unit. Furthermore, as mentioned earlier, the water capital improvement fee, water supply fee, and sewer fee shall not be applicable to any accessory dwelling unit created within the existing space of a single-family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure.

This report does not address, nor has DTA been asked to determine, whether any current or proposed DIFs are valid under the U.S. Constitution's Fifth Amendment Takings Clause. In *Sheetz v. County of El Dorado* (2024) ___U.S.___, the U.S. Supreme Court held that its decisions in Nollan v. California Coastal Comm'n (1987) 483 U.S. 825 and *Dolan v. City of Tigard* (1994) 512 U.S. 374 apply to legislatively imposed conditions on land-use permits. However, the Supreme Court left it to the California appellate court on remand to address the validity of the traffic impact fee at issue in the case and determine how to apply Nollan/Dolan in this context. DTA cannot predict how courts will resolve such issues in the future and is providing no services or guarantees of any kind concerning the validity of any impact fees under the U.S. Constitution's Fifth Amendment Takings Clause.

## H Annual Update of the Capital Improvement Plan ("CIP")

It is common for jurisdictions to prepare a CIP in conjunction with a fee program. In fact, AB 1600 encourages the use of a CIP to assist in scheduling and implementing the services and improvements funded through impact fees (Gov. Code §66002). A good CIP establishes a schedule of improvements necessary to accommodate the projected growth. The CIP must indicate the approximate size, location, time of availability, and estimated costs of all improvements to be financed through fees [Gov. Code §66002(a)]. In order to create a usable CIP, a municipality must have an accurate understanding of its current service baseline and its projected growth. This requires an understanding of when, where, and how growth may occur within the area. The more information collected about future growth, the more comprehensive and accurate the CIP will be. A CIP can also help a municipality determine when new public improvements or the expansion of existing public improvements is needed in relation to the timing of new development.

If the public agency adopts a CIP, it must be updated annually [Gov. Code §66002(b)]. 10 days' published notice is provided pursuant to Government Code §65090 and is also provided to any city or county that may be significantly affected by the CIP. If a CIP is adopted and is used as a basis for identifying the use of impact fees, the CIP must be adopted and updated annually by a resolution of the governing body at a public hearing. In the absence of a CIP, an alternative is to identify improvements in other public documents, such as General Plans, land studies, and other documents.

## I Administration Costs of Fee Implementation

The cost of implementing the DIFs is not included in the fees themselves and must be determined by the City. To recover the periodic costs of updating the fees studies, implementing the program, ongoing staff costs, managing the updates, and preparing annual and 5-year updates required by the Mitigation Fee Act, an administration fee may be added to the Fees calculated in this Fee Study. DTA recommends that these fee expenses are handled administratively and pass the costs on to user fees charged to applicants for processing fee applications.

## J Indexing of DIFs

The DIFs presented in this report are based on current facility costs provided by the City and should be adjusted annually to account for inflation. The purpose of the adjustment is to account for future escalation in costs for land, equipment, vehicles, and construction. DTA recommends that after adoption, the fee should be reviewed each year and adjusted by a reliable index such as the ENR BCI generally used as the primary basis for indexing construction costs. Ordinarily, land costs make up a significant portion of the costs covered by the fees and do not lend themselves to traditional cost indexes. As such, land costs should be adjusted to changes in local land prices.

## K Updating the Fee Study

As stated in Section III, AB 602 was signed into law in September of 2021 by the Governor of California, and it provides new Statewide requirements for local jurisdictions seeking to impose DIFs on development projects. Among these requirements are that Nexus Studies shall be updated at least every 8 years as of January 1, 2023. However, DTA concurs with the generally accepted policy that 5 years is a good rule-of-thumb time period for Fee updates, particularly because the required 5-Year findings (see above) can be approved at that same time. In some instances, fees may remain valid for a longer period of time if the City's land use and facility plans do not change. A case in point is a municipality at or near full build-out capacity. However, a dynamic, growing municipality facing significant changes in land use would do itself a disservice if it maintained the current fee structure for too long without a fee study to update the current rates.

## L Administering a Fee Program

Creating and administering an impact fee program can be a labor-intensive process requiring considerable preparation and training that should not be undertaken more often

than necessary. A well-planned fee program can generate sufficient funds to allow the City to adequately mitigate impacts created by future development. Conversely, a poorly planned fee can result in either collecting too little money and being forced to pay for public facilities required as a result of future development through its General Fund or collecting too much money based on an unsupported fee program, thus exposing the City to a fee challenge or a requirement to refund unexpected proceeds.

All personnel involved in the process, including accounting, capital budgeting, and project management of any other area, must be made fully aware of the difference between impact fees and other fees, such as user fees, and of the guidelines and restrictions placed on the expenditure of Fee revenues. The building Fees generated in this report are tied to specific facility improvements and cost estimates provided by the City. The fees must be expended accordingly and must be able to withstand any challenges and show that the funds have been properly directed in accordance with proper AB 1600 guidelines.

# APPENDIX A

City of National City
Development Impact Fee Justification Study

## FEE DERIVATION WORKSHEETS

APPENDIX A-1
NATIONAL CITY, CALIFORNIA
LAND USE AND DEMOGRAPHIC ASSUMPTIONS

**Existing Land Uses**

| Land Use Type | [a] No. of Residents No. of Hotel Guests [1] | [b] Number of Employees [2] | [c] = [a] /[d], or [c] = [b] / ([d] / 1,000) Residents per Unit/ Guests & Employees per Room/ Employees per 1,000 Non-Res. SF | [d] Number of Units/ Number of Rooms/ Non-Res. SF |
|---|---|---|---|---|
| Residential | 53,395 | 0 | 3.08 | 17,323 |
| Hotel | 459 | 146 | 0.79 | 765 |
| Commercial / Retail | 0 | 13,554 | 2.64 | 5,136,492 |
| Office | 0 | 2,985 | 3.51 | 851,000 |
| Industrial | 0 | 4,113 | 1.01 | 4,053,085 |
| Institutional / Other | 0 | 3,118 | 3.13 | 996,892 |
| **Total** | **53,854** | **23,916** | **NA** | **NA** |

**Projected New Land Uses**

| Land Use Type | No. of Residents No. of Hotel Guests | Number of Employees | Residents per Unit/ Guests & Employees per Room/ Employees per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF [3] |
|---|---|---|---|---|
| Residential | 9,415 | 0 | 3.08 | 3,055 |
| Hotel | 19 | 6 | 0.79 | 31 |
| Commercial / Retail | 0 | 552 | 2.64 | 209,357 |
| Office | 0 | 122 | 3.51 | 34,686 |
| Industrial | 0 | 168 | 1.01 | 165,199 |
| Institutional / Other | 0 | 127 | 3.13 | 40,632 |
| **Total** | **9,434** | **975** | **NA** | **NA** |

**Buildout Land Uses**

| Land Use Type | No. of Residents No. of Hotel Guests | Number of Employees | Residents per Unit/ Guests & Employees per Room/ Employees per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF [3] |
|---|---|---|---|---|
| Residential | 62,810 | 0 | 3.08 | 20,378 |
| Hotel | 478 | 152 | 0.79 | 796 |
| Commercial / Retail | 0 | 14,106 | 2.64 | 5,345,849 |
| Office | 0 | 3,107 | 3.51 | 885,686 |
| Industrial | 0 | 4,281 | 1.01 | 4,218,284 |
| Institutional / Other | 0 | 3,245 | 3.13 | 1,037,524 |
| **Total** | **63,288** | **24,891** | **NA** | **NA** |

[1] Source: California Department of Finance, E-5 City/County Population and Housing Estimates (1/1/24).
Hotel guests based on a 60% occupancy rate for the existing hotel rooms in the City.
[2] Source: Nielsen Companies, EmploymentProfiles | Employment by NAICS Codes (2024).
[3] For residential, based on the SANDAG Regional Growth Forecast (2020), an annualized growth rate of approximately 0.54% is utilized through 2040.
For non-residential, an annualized growth rate of 0.25% is utilized through 2040.

APPENDIX A-1
NATIONAL CITY, CALIFORNIA
EQUIVALENT DWELLING UNIT ("EDU") ASSUMPTIONS - CITY ADMINISTRATION FEE

**Existing DU Calculation**

**Service Factor (Residents and Employees)**

| Land Use Type | Number of Residents [1] | Number of Employees [2] | Number of Persons Served [3] | Persons Served per Unit/ per Room/ per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF | Total Number of EDUs |
|---|---|---|---|---|---|---|---|
| | [a] | [b] | [c] = [a] + 50% x [b] | [d] = [c] /[f], or [d] = [c] / ([f] / 1,000) | [e] = [d] / 3.50 | [f] | [g] = [e] x [f] |
| Residential | 53,395 | 0 | 53,395 | 3.08 | 1.00 | 17,323 | 17,323 |
| Hotel | 459 | 146 | 532 | 0.70 | 0.23 | 765 | 173 |
| Commercial / Retail | 0 | 13,554 | 6,777 | 1.32 | 0.43 | 5,136,492 | 2,199 |
| Office | 0 | 2,985 | 1,493 | 1.75 | 0.57 | 851,000 | 484 |
| Industrial | 0 | 4,113 | 2,057 | 0.51 | 0.16 | 4,053,085 | 667 |
| Institutional / Other | 0 | 3,118 | 1,559 | 1.56 | 0.51 | 996,892 | 506 |
| **Total** | **53,854** | **23,916** | **65,812** | **NA** | **NA** | **NA** | **21,351** |

**Projected New DU Calculation**

**Service Factor (Future Residents and Employees)**

| Land Use Type | Number of Residents | Number of Employees | Number of Persons Served | Residents per Unit/ Persons Served per Room/ Persons Served per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF [4] | Total Number of EDUs |
|---|---|---|---|---|---|---|---|
| Residential | 9,415 | 0 | 9,415 | 3.08 | 1.00 | 3,055 | 3,055 |
| Hotel | 19 | 6 | 22 | 0.70 | 0.23 | 31 | 7 |
| Commercial / Retail | 0 | 552 | 276 | 1.32 | 0.43 | 209,357 | 90 |
| Office | 0 | 122 | 61 | 1.75 | 0.57 | 34,686 | 20 |
| Industrial | 0 | 168 | 84 | 0.51 | 0.16 | 165,199 | 27 |
| Institutional / Other | 0 | 127 | 64 | 1.56 | 0.51 | 40,632 | 21 |
| **Total** | **9,434** | **975** | **9,921** | **NA** | **NA** | **NA** | **3,219** |

**Buildout DU Calculation**

**Service Factor (Future Residents and Employees)**

| Land Use Type | Number of Residents | Number of Employees | Number of Persons Served | Residents per Unit/ Persons Served per Room/ Persons Served per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF | Total Number of EDUs |
|---|---|---|---|---|---|---|---|
| Residential | 62,810 | 0 | 62,810 | 3.08 | 1.00 | 20,378 | 20,378 |
| Hotel | 478 | 152 | 554 | 0.70 | 0.23 | 796 | 180 |
| Commercial / Retail | 0 | 14,106 | 7,053 | 1.32 | 0.43 | 5,345,849 | 2,288 |
| Office | 0 | 3,107 | 1,553 | 1.75 | 0.57 | 885,686 | 504 |
| Industrial | 0 | 4,281 | 2,140 | 0.51 | 0.16 | 4,218,284 | 694 |
| Institutional / Other | 0 | 3,245 | 1,623 | 1.56 | 0.51 | 1,037,524 | 526 |
| **Total** | **63,288** | **24,891** | **75,733** | **NA** | **NA** | **NA** | **24,570** |

[1] Source: California Department of Finance, E-5 City/County Population and Housing Estimates (1/1/24).
Hotel guests based on a 60% occupancy rate for the existing hotel rooms in the City.
[2] Source: Nielsen Companies, EmploymentProfiles | Employment by NAICS Codes (2024).
[3] Persons served equals residents, plus 50% of employees.
[4] For residential, based on the SANDAG Regional Growth Forecast (2020), an annualized growth rate of approximately 0.54% is utilized through 2040.
For non-residential, an annualized growth rate of 0.25% is utilized through 2040.

**APPENDIX A-1**
**NATIONAL CITY, CALIFORNIA**
**EQUIVALENT DWELLING UNIT ("EDU") ASSUMPTIONS - POLICE/ FIRE FEE**

**Existing DU Calculation**
**Service Factor (Residents, Employees, and Visitors)**

| Land Use Type | Number of Residents [1] | Number of Employees [2] | Number of Visitors [3] | Number of Persons Served [4] | Persons Served per Unit/ per Room/ per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF | Total Number of EDUs |
|---|---|---|---|---|---|---|---|---|
| | [a] | [b] | [c] | [d] = [a] + 50% x [b] + 5% x [c] | [e] = [d] /[g], or [e] = [d] / ([g] / 1,000) | [f] = [e] / 3.50 | [g] | [h] = [f] x [g] |
| Residential | 53,395 | 0 | 0 | 53,395 | 3.08 | 1.00 | 17,323 | 17,323 |
| Hotel | 459 | 146 | 0 | 532 | 0.70 | 0.23 | 765 | 173 |
| Commercial / Retail | 0 | 13,554 | 118,390 | 12,696 | 2.47 | 0.80 | 5,136,492 | 4,119 |
| Office | 0 | 2,985 | 6,597 | 1,822 | 2.14 | 0.69 | 851,000 | 591 |
| Industrial | 0 | 4,113 | 16,375 | 2,875 | 0.71 | 0.23 | 4,053,085 | 933 |
| Institutional / Other | 0 | 3,118 | 242 | 1,571 | 1.58 | 0.51 | 996,892 | 510 |
| **Total** | **53,854** | **23,916** | **141,604** | **72,892** | **NA** | **NA** | **NA** | **23,648** |

**Projected New DU Calculation**
**Service Factor (Future Residents, Employees, and Visitor)**

| Land Use Type | Number of Residents | Number of Employees | Number of Visitors | Number of Persons Served | Residents per Unit/ Persons Served per Room/ Persons Served per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF [5] | Total Number of EDUs |
|---|---|---|---|---|---|---|---|---|
| Residential | 9,415 | 0 | 0 | 9,415 | 3.08 | 1.00 | 3,055 | 3,055 |
| Hotel | 19 | 6 | 0 | 22 | 0.70 | 0.23 | 31 | 7 |
| Commercial / Retail | 0 | 552 | 4,825 | 517 | 2.47 | 0.80 | 209,357 | 168 |
| Office | 0 | 122 | 269 | 74 | 2.14 | 0.69 | 34,686 | 24 |
| Industrial | 0 | 168 | 667 | 117 | 0.71 | 0.23 | 165,199 | 38 |
| Institutional / Other | 0 | 127 | 10 | 64 | 1.58 | 0.51 | 40,632 | 21 |
| **Total** | **9,434** | **975** | **5,772** | **10,210** | **NA** | **NA** | **NA** | **3,312** |

**Buildout DU Calculation**
**Service Factor (Future Residents, Employees, and Visitor)**

| Land Use Type | Number of Residents | Number of Employees | Number of Visitors | Number of Persons Served | Residents per Unit/ Persons Served per Room/ Persons Served per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF | Total Number of EDUs |
|---|---|---|---|---|---|---|---|---|
| Residential | 62,810 | 0 | 0 | 62,810 | 3.08 | 1.00 | 20,378 | 20,378 |
| Hotel | 478 | 152 | 0 | 554 | 0.70 | 0.23 | 796 | 180 |
| Commercial / Retail | 0 | 14,106 | 123,215 | 13,214 | 2.47 | 0.80 | 5,345,849 | 4,287 |
| Office | 0 | 3,107 | 6,866 | 1,897 | 2.14 | 0.69 | 885,686 | 615 |
| Industrial | 0 | 4,281 | 17,043 | 2,992 | 0.71 | 0.23 | 4,218,284 | 971 |
| Institutional / Other | 0 | 3,245 | 251 | 1,635 | 1.58 | 0.51 | 1,037,524 | 530 |
| **Total** | **63,288** | **24,891** | **147,375** | **83,102** | **NA** | **NA** | **NA** | **26,961** |

[1] Source: California Department of Finance, E-5 City/County Population and Housing Estimates (1/1/24).
Hotel guests based on a 60% occupancy rate for the existing hotel rooms in the City.
[2] Source: Nielsen Companies, EmploymentProfiles | Employment by NAICS Codes (2024).
[3] Based on Average Daily Trips (excluding employee trips), as published by the Institute of Transportation Engineers, 10th Edition.
[4] Persons served equals residents, plus 50% of employees, plus 5% of visitors.
[5] For residential, based on the SANDAG Regional Growth Forecast (2020), an annualized growth rate of approximately 0.54% is utilized through 2040.
For non-residential, an annualized growth rate of 0.25% is utilized through 2040.

APPENDIX A-1
NATIONAL CITY, CALIFORNIA
EQUIVALENT DWELLING UNIT ("EDU") ASSUMPTIONS - LIBRARY / PARKS FEE

**Existing DU Calculation**

**Service Factor (Residents and Employees)**

| | [a] | [b] = [a] | [c] = [b] /[e] | [d] = [c] / 3.50 | [e] | [f] = [d] x [e] |
|---|---|---|---|---|---|---|
| **Land Use Type** | **Number of Residents [1]** | **Number of Persons Served [2]** | **Persons Served per Unit/ per Room/ per 1,000 Non-Res. SF** | **EDUs per Unit/ per Room/ per 1,000 Non-Res. SF** | **Number of Units/ Number of Rooms/ Non-Res. SF** | **Total Number of EDUs** |
| Residential | 53,395 | 53,395 | 3.52 | 1.00 | 17,323 | 17,323 |
| **Total** | **53,395** | **53,395** | **NA** | **NA** | **NA** | **17,323** |

**Projected New DU Calculation**

**Service Factor (Future Residents and Employees)**

| Land Use Type | Number of Residents | Number of Persons Served | Residents per Unit/ Persons Served per Room/ Persons Served per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF [3] | Total Number of EDUs |
|---|---|---|---|---|---|---|
| Residential | 9,415 | 18,359 | 3.52 | 1.00 | 3,055 | 3,055 |
| **Total** | **9,415** | **18,359** | **NA** | **NA** | **NA** | **3,055** |

**Buildout DU Calculation**

**Service Factor (Future Residents and Employees)**

| Land Use Type | Number of Residents | Number of Persons Served | Residents per Unit/ Persons Served per Room/ Persons Served per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF | Total Number of EDUs |
|---|---|---|---|---|---|---|
| Residential | 62,810 | 71,754 | 3.52 | 1.00 | 20,378 | 20,378 |
| **Total** | **62,810** | **71,754** | **NA** | **NA** | **NA** | **20,378** |

[1] Source: California Department of Finance, E-5 City/County Population and Housing Estimates (1/1/24).
[2] Persons served equals residents only, and excludes non-residential land uses.
[3] For residential, based on the SANDAG Regional Growth Forecast (2020), an annualized growth rate of approximately 0.54% is utilized through 2040.
For non-residential, an annualized growth rate of 0.25% is utilized through 2040.

APPENDIX A-1
NATIONAL CITY, CALIFORNIA
EQUIVALENT BENEFIT UNITS ("EBU") ASSUMPTIONS - MULTI-MODAL TRANSPORTATION FEE

**Existing Equivalent Benefit Units (Transportation)**

| Land Use Type | [a] Number of Units/ Number of Rooms/ | [b] Number of Non-Res. SF [1] | [c] Average Daily Trips (ADTs) per Unit/ per Room/ per 1,000 Non-Res. SF [2] | [d] = [a] x [c], or [d] = [b] / 1,000 x [c] Total Daily Trips EBUs |
|---|---|---|---|---|
| Residential [1] | 17,323 | 0 | 8.24 | 142,742 |
| Hotel [2] | 765 | 0 | 4.24 | 3,244 |
| Commercial / Retail | 0 | 5,136,492 | 25.69 | 131,944 |
| Office | 0 | 851,000 | 11.26 | 9,582 |
| Industrial | 0 | 4,053,085 | 5.06 | 20,488 |
| Institutional / Other | 0 | 996,892 | 3.37 | 3,360 |
| **Total** | **18,088** | **11,037,469** | **NA** | **311,359** |

**Projected New Equivalent Benefit Units (Transportation)**

| Land Use Type | Number of Units/ Number of Rooms [3] | Number of Non-Res. SF [3] | Average Daily Trips (ADTs) per Unit/ per Room/ per 1,000 Non-Res. SF | Total Daily Trips EBUs |
|---|---|---|---|---|
| Residential | 3,055 | 0 | 8.24 | 25,170 |
| Hotel | 31 | 0 | 4.24 | 132 |
| Commercial / Retail | 0 | 209,357 | 25.69 | 5,378 |
| Office | 0 | 34,686 | 11.26 | 391 |
| Industrial | 0 | 165,199 | 5.06 | 835 |
| Institutional / Other | 0 | 40,632 | 3.37 | 137 |
| **Total** | **3,086** | **449,874** | **NA** | **32,043** |

**Buildout Equivalent Benefit Units (Transportation)**

| Land Use Type | Number of Units/ Number of Rooms/ | Number of Non-Res. SF | Average Daily Trips (ADTs) per Unit/ per Room/ per 1,000 Non-Res. SF | Total Daily Trips EBUs |
|---|---|---|---|---|
| Residential [1] | 20,378 | 0 | 8.24 | 167,911 |
| Hotel [2] | 796 | 0 | 4.24 | 3,376 |
| Commercial / Retail | 0 | 5,345,849 | 25.69 | 137,322 |
| Office | 0 | 885,686 | 11.26 | 9,973 |
| Industrial | 0 | 4,218,284 | 5.06 | 21,323 |
| Institutional / Other | 0 | 1,037,524 | 3.37 | 3,496 |
| **Total** | **21,174** | **11,487,343** | **NA** | **343,402** |

[1] Source: Nielsen Companies, EmploymentProfiles | Employment by NAICS Codes (2024).
[2] Based on Average Daily Trips (excluding employee trips), as published by the Institute of Transportation Engineers, 10th Edition.
[3] For residential, based on the SANDAG Regional Growth Forecast (2020), an annualized growth rate of approximately 0.54% is utilized through 2040.
For non-residential, an annualized growth rate of 0.25% is utilized through 2040.

**APPENDIX A-1**
**NATIONAL CITY, CALIFORNIA**
**EQUIVALENT DWELLING UNIT ("EDU") ASSUMPTIONS - CITY ADMINISTRATION FEE**

**Existing DU Calculation**
**Service Factor (Residents and Employees)**

| Land Use Type | Number of Residents [1] | Number of Employees [2] | Number of Persons Served [3] | Persons Served per Unit/ per Room/ per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF | Total Number of EDUs |
|---|---|---|---|---|---|---|---|
| | [a] | [b] | [c] = [a] + 50% x [b] | [d] = [c] /[f], or [d] = [c] / ([f] / 1,000) | [e] = [d] / 3.50 | [f] | [g] = [e] x [f] |
| Residential | 53,395 | 0 | 53,395 | 3.08 | 1.00 | 17,323 | 17,323 |
| Hotel | 459 | 146 | 532 | 0.70 | 0.23 | 765 | 173 |
| Commercial / Retail | 0 | 13,554 | 6,777 | 1.32 | 0.43 | 5,136,492 | 2,199 |
| Office | 0 | 2,985 | 1,493 | 1.75 | 0.57 | 851,000 | 484 |
| Industrial | 0 | 4,113 | 2,057 | 0.51 | 0.16 | 4,053,085 | 667 |
| Institutional / Other | 0 | 3,118 | 1,559 | 1.56 | 0.51 | 996,892 | 506 |
| **Total** | **53,854** | **23,916** | **65,812** | **NA** | **NA** | **NA** | **21,351** |

**Projected New DU Calculation**
**Service Factor (Future Residents and Employees)**

| Land Use Type | Number of Residents | Number of Employees | Number of Persons Served | Residents per Unit/ Persons Served per Room/ Persons Served per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF [4] | Total Number of EDUs |
|---|---|---|---|---|---|---|---|
| Residential | 9,415 | 0 | 9,415 | 3.08 | 1.00 | 3,055 | 3,055 |
| Hotel | 19 | 6 | 22 | 0.70 | 0.23 | 31 | 7 |
| Commercial / Retail | 0 | 552 | 276 | 1.32 | 0.43 | 209,357 | 90 |
| Office | 0 | 122 | 61 | 1.75 | 0.57 | 34,686 | 20 |
| Industrial | 0 | 168 | 84 | 0.51 | 0.16 | 165,199 | 27 |
| Institutional / Other | 0 | 127 | 64 | 1.56 | 0.51 | 40,632 | 21 |
| **Total** | **9,434** | **975** | **9,921** | **NA** | **NA** | **NA** | **3,219** |

**Buildout DU Calculation**
**Service Factor (Future Residents and Employees)**

| Land Use Type | Number of Residents | Number of Employees | Number of Persons Served | Residents per Unit/ Persons Served per Room/ Persons Served per 1,000 Non-Res. SF | EDUs per Unit/ per Room/ per 1,000 Non-Res. SF | Number of Units/ Number of Rooms/ Non-Res. SF | Total Number of EDUs |
|---|---|---|---|---|---|---|---|
| Residential | 62,810 | 0 | 62,810 | 3.08 | 1.00 | 20,378 | 20,378 |
| Hotel | 478 | 152 | 554 | 0.70 | 0.23 | 796 | 180 |
| Commercial / Retail | 0 | 14,106 | 7,053 | 1.32 | 0.43 | 5,345,849 | 2,288 |
| Office | 0 | 3,107 | 1,553 | 1.75 | 0.57 | 885,686 | 504 |
| Industrial | 0 | 4,281 | 2,140 | 0.51 | 0.16 | 4,218,284 | 694 |
| Institutional / Other | 0 | 3,245 | 1,623 | 1.56 | 0.51 | 1,037,524 | 526 |
| **Total** | **63,288** | **24,891** | **75,733** | **NA** | **NA** | **NA** | **24,570** |

[1] Source: California Department of Finance, E-5 City/County Population and Housing Estimates (1/1/24).
Hotel guests based on a 60% occupancy rate for the existing hotel rooms in the City.
[2] Source: Nielsen Companies, EmploymentProfiles | Employment by NAICS Codes (2024).
[3] Persons served equals residents, plus 50% of employees.
[4] For residential, based on the SANDAG Regional Growth Forecast (2020), an annualized growth rate of approximately 0.54% is utilized through 2040.
For non-residential, an annualized growth rate of 0.25% is utilized through 2040.

**APPENDIX A-1**
**NATIONAL CITY, CALIFORNIA**
**POLICE FACILITIES FEE CALCULATION**

**I. Inventory of Existing Police Facilities**

| Facility | Facility Units | Quantity |
|---|---|---|
| Buildings | Square Feet | 63,015 |
| Land | Acres | 1.55 |
| Vehicles | Vehicle | 57 |
| Equipment | Integrated Unit | 1 |

**II Existing Facility Standard**

| Facility Type **[3]** | Facility Units | [a] Quantity | [b] Existing EDUs | [c] = [a] / ([b] / 1,000) Facility Units per 1,000 EDUs |
|---|---|---|---|---|
| Buildings | Square Feet | 63,015 | 23,648 | 2665 |
| Land | Acres | 2 | 23,648 | 0.066 |
| Vehicles | Vehicle | 57 | 23,648 | 2.410 |
| Equipment | Integrated Unit | 1 | 23,648 | 0.042 |

**III. Future Facility Standard**

| Facility Type | Facility Units | [a] Facility Units per 1,000 EDUs | [b] Future EDUs | [c] = [a] x [b] Facilities Units Funded by New Development |
|---|---|---|---|---|
| Buildings | Square Feet | 2665 | 3,312 | 8,826 |
| Land | Acres | 0.066 | 3,312 | 0.217 |
| Vehicles | Vehicle | 2.410 | 3,312 | 7.984 |
| Equipment | Integrated Unit | 0.042 | 3,312 | 0.140 |

**IV. Police Summary Cost Data**

| Facility Type | Facility Units | [a] Facility Units Funded by Future Development | [b] Cost Per Unit | [c] = [a] x [b] Total Facility Cost for Future Development | [d] = [c] / 3312 Cost per EDU |
|---|---|---|---|---|---|
| Buildings | Square Feet | 8,826 | $1,038 | $9,158,644 | $2,765 |
| Land | Acres | 0.217 | $1,185,107 | $257,296 | $78 |
| Vehicles | Vehicle | 7.984 | $75,649 | $603,978 | $182 |
| Equipment | Integrated Unit | 0.140 | $5,866,608 | $821,732 | $248 |
| **Offsetting Revenue** | | | | **$188,979** | **$57** |
| **Total** | | | | **$10,652,670** | **$3,216** |

**V. Police Residential Fee Calculation**

| Land Type | EDUs per Unit | No. of Projected Units | | Total EDUs |
|---|---|---|---|---|
| Residential | 1.00 | 3,055 | | **3,055** |
| | | **Total Residential** | **[a]** | **3,055** |
| | | **Total cost per EDU** | [b] | **$3,216** |
| | | **Total Fees** | **[c] = [a] x [b]** | **$9,823,529** |
| | | **Total Residential Sq. Ft.** | [d] | **4,583,381** |
| | | **Total Fee per Residential Sq. Ft.** | **[e] = [c] / [d]** | **$2.14** |

**VI. Police Non-Residential Fee Calculation**

| Land Type | EDU's per Room/ 1,000 Non-Res. Sq. Ft. | Fee per Room / per 1,000 Non-Res Sq. Ft. | Rooms / Non-Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|---|
| | *[a]* | *[b] = [a] x 3216* | *[c]* | *[d] = ([c] / 1,000) x [b]* |
| Hotel | 0.23 | $726 | 31 | **$22,624** |
| Commercial Retail | 0.80 | $2,579 | 209,357 | **$539,932** |
| Office | 0.69 | $2,234 | 34,686 | **$77,498** |
| Industrial | 0.23 | $740 | 165,199 | **$122,274** |
| Institutional / Other | 0.51 | $1,644 | 40,632 | **$66,812** |
| **Total** | **NA** | **NA** | **NA** | **$829,140** |

**VII. Police Fee Calculation Summary**

| Land Type | Res. Fee per Sq. Ft./ per Room / per 1,000 Non-Res Sq. Ft. | Projected Res. Sq. Ft./ Rooms/Non-Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|
| Residential | $2.14 | 4,583,381 | $9,823,529 |
| Hotel | $725.58 | 31 | $22,624 |
| Commercial Retail | $2,579.00 | 209,357 | $539,932 |
| Office | $2,234.29 | 34,686 | $77,498 |
| Industrial | $740.16 | 165,199 | $122,274 |
| Institutional / Other | $1,644.31 | 40,632 | $66,812 |
| **Total** | **NA** | **NA** | **$10,652,670** |

**APPENDIX A-1**
**NATIONAL CITY, CALIFORNIA**
**FIRE FACILITIES FEE CALCULATION**

| I. Inventory of Fire & Rescue Facilities | | |
|---|---|---|
| Facility | Facility Units | Quantity |
| Buildings | Square Feet | 26,044 |
| Land | Acres | 2.71 |
| Vehicles | Vehicle | 17.0 |
| Equipment | Integrated Unit | 1.0 |

| II. Existing Facility Standard | | [a] | [b] | [c] = [a] / ([b] / 1,000) |
|---|---|---|---|---|
| Facility Type **[3]** | Facility Units | Quantity | Existing EDUs | Facility Units per 1,000 EDUs |
| Buildings | Square Feet | 26,044 | 23,648 | 1,101 |
| Land | Acres | 2.71 | 23,648 | 0.115 |
| Vehicles | Vehicle | 17 | 23,648 | 0.719 |
| Equipment | Integrated Unit | 1 | 23,648 | 0.042 |

| III. Future Facility Standard | | [a] | [b] | [c] = [a] x [b] |
|---|---|---|---|---|
| Facility Type | Facility Units | Facility Units per 1,000 EDUs | Future EDUs | Facilities Units Funded by New Development |
| Buildings | Square Feet | 1,101 | 3,312 | 3,648 |
| Land | Acres | 0.115 | 3,312 | 0.380 |
| Vehicles | Vehicle | 0.719 | 3,312 | 2.381 |
| Equipment | Integrated Unit | 0.042 | 3,312 | 0.140 |

| IV. Fire & Rescue Summary Cost Data | | [a] | [b] | [c] = [a] x [b] | [d] = [c] / 1101 |
|---|---|---|---|---|---|
| Facility Type | Facility Units | Facility Units Funded by Future Development | Cost Per Unit | Total Facility Cost for Future Development | Cost per EDU |
| Buildings | Square Feet | 3,648 | $1,200 | $4,377,559 | $1,322 |
| Land | Acres | 0.380 | $1,321,442 | $501,603 | $151 |
| Vehicles | Vehicle | 2.381 | $442,343 | $1,053,297 | $318 |
| Equipment | Integrated Unit | 0.140 | $909,881 | $127,446 | $38 |
| **Offsetting Revenue** | | | | **$253,577** | **$77** |
| **Total** | | | | **$5,806,329** | **$1,753** |

| V. Fire & Rescue Residential Fee Calculation | | | | |
|---|---|---|---|---|
| Land Type | EDUs per Unit | No. of Projected Units | | Total EDUs |
| Residential | 1.00 | 3,055 | | **3,055** |
| | | **Total Residential** | **[a]** | **3,055** |
| | | **Total cost per EDU** | [b] | **$1,753** |
| | | **Total Fees** | **[c] = [a] x [b]** | **$5,354,399** |
| | | **Total Residential Sq. Ft.** | [d] | **4,583,381** |
| | | **Total Fee per Residential Sq. Ft.** | **[e] = [c] / [d]** | **$1.17** |

| VI. Police Non-Residential Fee Calculation | | | | |
|---|---|---|---|---|
| Land Type | EDU's per Room/ 1,000 Non-Res. Sq. Ft. | Fee per Room / per 1,000 Non-Res Sq. Ft. | Rooms / Non-Res. Sq. Ft. | Costs Financed by Fees |
| | *[a]* | *[b] = [a] x 1753* | *[c]* | *[d] = ([c] / 1,000) x [b]* |
| Hotel | 0.23 | $395 | 31 | **$12,331** |
| Commercial Retail | 0.80 | $1,406 | 209,357 | **$294,295** |
| Office | 0.69 | $1,218 | 34,686 | **$42,241** |
| Industrial | 0.23 | $403 | 165,199 | **$66,647** |
| Institutional / Other | 0.51 | $896 | 40,632 | **$36,416** |
| **Total** | **NA** | **NA** | **NA** | **$451,930** |

| VII. Police Fee Calculation Summary | | | |
|---|---|---|---|
| Land Type | Res. Fee per Sq. Ft./ per Room / per 1,000 Non-Res Sq. Ft. | Projected Res. Sq. Ft./ Rooms/Non-Res. Sq. Ft. | Costs Financed by Fees |
| Residential | $1.17 | 4,583,381 | $5,354,399 |
| Hotel | $395 | 31 | $12,331 |
| Commercial Retail | $1,406 | 209,357 | $294,295 |
| Office | $1,218 | 34,686 | $42,241 |
| Industrial | $403 | 165,199 | $66,647 |
| Institutional / Other | $896 | 40,632 | $36,416 |
| **Total** | **NA** | **NA** | **$5,806,329** |

APPENDIX A-1
NATIONAL CITY, CALIFORNIA
LIBRARY FACILITIES FEE CALCULATION

| I. Inventory of Existing Library Facilities | | |
|---|---|---|
| Facility | Facility Units | Quantity |
| Buildings | Square Feet | 49,000 |
| Land | Acres | 1.68 |
| Vehicles | Vehicle | 0.00 |
| Equipment | Integrated Unit | 1.00 |

| II. Existing Facility Standard | | [a] | [b] | [c] = [a] / ([b] / 1,000) |
|---|---|---|---|---|
| Facility Type [3] | Facility Units | Quantity | Existing EDUs | Facility Units per 1,000 EDUs |
| Buildings | Square Feet | 49,000 | 17,323 | 2829 |
| Land | Acres | 1.68 | 17,323 | 0.097 |
| Vehicles | Vehicle | 0.00 | 17,323 | 0.000 |
| Equipment | Integrated Unit | 1.00 | 17,323 | 0.058 |

| III. Future Facility Standard | | [a] | [b] | [c] = [a] x [b] |
|---|---|---|---|---|
| Facility Type | Facility Units | Facility Units per 1,000 EDUs | Future EDUs | Facilities Units Funded by New Development |
| Buildings | Square Feet | 2829 | 3,055 | 8,640 |
| Land | Acres | 0.097 | 3,055 | 0.296 |
| Vehicles | Vehicle | 0.000 | 3,055 | - |
| Equipment | Integrated Unit | 0.058 | 3,055 | 0.176 |

| IV. Library Summary Cost Data | | [a] | [b] | [c] = [a] x [b] | [d] = [c] / 3055 |
|---|---|---|---|---|---|
| Facility Type | Facility Units | Facility Units Funded by Future Development | Cost Per Unit | Total Facility Cost for Future Development | Cost per EDU |
| Buildings | Square Feet | 8,640 | $750 | $6,480,222 | $2,121 |
| Land | Acres | 0.296 | $1,321,442 | $391,462 | $128 |
| Vehicles | Vehicle | - | $0 | $0 | $0 |
| Equipment | Integrated Unit | 0.176 | $4,837,107 | $852,939 | $279 |
| **Offsetting Revenue** | | | | **$202,253** | **$66** |
| **Total** | | | | **$7,522,371** | **$2,463** |

| V. Library Residential Fee Calculation | | | | |
|---|---|---|---|---|
| Land Type | EDUs per Unit | No. of Projected Units | | Total EDUs |
| Residential | 1.00 | 3,055 | | **3,055** |
| | | **Total Residential** | **[a]** | **3,055** |
| | | Total cost per EDU | [b] | $2,463 |
| | | **Total Fees** | **[c] = [a] x [b]** | **$7,522,371** |
| | | Total Residential Sq. Ft. | [d] | 4,583,381 |
| | | **Total Fee per Residential Sq. Ft.** | **[e] = [c] / [d]** | **$1.64** |

| VI. Library Fee Calculation Summary | | | |
|---|---|---|---|
| Land Type | Res. Fee per Sq. Ft./ per Room / ) Non-Res Sq. Ft. | Projected Res. Sq. Ft./ Rooms/Non-Res. Sq. Ft. | Costs Financed by Fees |
| Residential | $1.64 | 4,583,381 | $7,522,371 |
| **Total** | **NA** | **NA** | **$7,522,371** |

APPENDIX A-1
NATIONAL CITY, CALIFORNIA
PARKS FACILITIES FEE CALCULATION

| I. Inventory of Existing Park Facilities | | |
|---|---|---|
| Facility | Facility Units | Quantity |
| Parks | Acres | 116.60 |

| II. Existing Facility Standard | | [a] | [b] | [c] = [a] / ([b] / 1,000) |
|---|---|---|---|---|
| Facility Type **[3]** | Facility Units | Quantity | Existing EDUs | Facility Units per 1,000 EDUs |
| Parks | Acres | 116.60 | 17,323 | 6.731 |

| III. Future Facility Standard | | [a] | [b] | [c] = [a] x [b] |
|---|---|---|---|---|
| Facility Type | Facility Units | Facility Units per 1,000 EDUs | Future EDUs | Facilities Units Funded by New Development |
| Parks | Acres | 6.731 | 3,055 | 20.560 |

| IV. Park Summary Cost Data | | [a] | [b] | [c] = [a] x [b] | [d] = [c] / 3055 |
|---|---|---|---|---|---|
| Facility Type | Facility Units | Facility Units Funded by Future Development | Cost Per Unit | Total Facility Cost for Future Development | Cost per EDU |
| Land | Acres | 20.560 | $328,657 | $6,757,318 | $2,212 |
| **Offsetting Revenue** | | | | $868,251 | $284 |
| **Total** | | | | **$5,889,067** | **$1,928** |

| V. Park Residential Fee Calculation | | | | |
|---|---|---|---|---|
| Land Type | EDUs per Unit | No. of Projected Units | | Total EDUs |
| Residential | 1.00 | 3,055 | | 3,055 |
| | | **Total Residential** | **[a]** | **3,055** |
| | | Total cost per EDU | [b] | **$1,928** |
| | | **Total Fees** | **[c] = [a] x [b]** | **$5,889,067** |
| | | Total Residential Sq. Ft. | [d] | **4,583,381** |
| | | **Total Fee per Residential Sq. Ft.** | **[e] = [c] / [d]** | **$1.28** |

| VI. Park Fee Calculation Summary | | | |
|---|---|---|---|
| Land Type | Res. Fee per Sq. Ft./ per Room / per 1,000 Non-Res Sq. Ft. | Projected Res. Sq. Ft./ Rooms/Non-Res. Sq. Ft. | Costs Financed by Fees |
| Residential | $1.28 | 4,583,381 | $5,889,067 |
| **Total** | NA | **NA** | **$5,889,067** |

APPENDIX A-1
NATIONAL CITY, CALIFORNIA
MULTI-MODEL TRANSPORTATION FEE CALCULATION

**I. Existing EBU Calculation**

| | Land Use Type | Trip Generation Rate per Unit/ per 1,000 Non-Res. S.F. | Number of Existing Units | Existing Non-Residential S.F. | Average Daily Trips EBUs (Per Unit/1,000 SF) |
|---|---|---|---|---|---|
| [1] | Residential | 8.24 | 17,323 | | 142,742 |
| | Hotel | 4.24 | 765 | | 3,244 |
| | Commercial Retail | 25.69 | | 5,136,492 | 131,944 |
| | Office | 11.26 | | 851,000 | 9,582 |
| | Industrial | 5.06 | | 4,053,085 | 20,488 |
| | Institutional / Other | 3.37 | | 996,892 | 3,360 |
| | **Total** | **NA** | **NA** | **NA** | **311,359** |

**II. Future EBU Calculation**

| Land Use Type | Trip Generation Rate per Unit/ per 1,000 Non-Res. S.F. | Number of Existing Units | Future Non-Residential S.F. | Average Daily Trips EBUs (Per Unit/1,000 SF) |
|---|---|---|---|---|
| Residential | 8.24 | 3,055 | | 25,170 |
| Hotel | 4.24 | 31 | | 132 |
| Commercial Retail | 25.69 | | 209,357 | 5,378 |
| Office | 11.26 | | 34,686 | 391 |
| Industrial | 5.06 | | 165,199 | 835 |
| Institutional / Other | 3.37 | | 40,632 | 137 |
| `` | **NA** | **NA** | **NA** | **32,043** |

**III. Proposed Facilities Cost**

| Facility | Facility Cost |
|---|---|
| Multi Modal Facilities Cost | $37,269,231 |
| **Offsetting Revenues** | **$0** |
| **Total Facilities Cost** | **$37,269,231** |

**IV. Allocation of Facilities to Existing and New Development (based on Daily Trips)**

| Development | Average Daily Trips Trips (EBUs) | Percentage of Cost Allocated | Facility Cost |
|---|---|---|---|
| Existing Development | 311,359 | 90.67% | $33,791,657 |
| New Development | 32,043 | 9.33% | $3,477,573 |
| **Total Facilities Cost** | **343,402** | **100.00%** | **$37,269,231** |

**V. Allocation of Facilities to New Development (based on New EDUs)**

| Facility | Projected Daily Trips | Facility Cost Allocated to New Development | Facilities Cost Per Daily Trip |
|---|---|---|---|
| Multi Model Facilities Cost | 32,043 | $3,477,573 | $109 |
| **Total Facilities Cost per Daily Trip** | **32,043** | **3,477,573** | **$109** |

**VI. Transportation Impact Fees and Cost Financed by Fees per Unit/per 1,000 Non-Res. S.F.**

| Land Use Type | Projected Daily Trips | Fee per Unit / per Room | Fees per 1,000 Non-Res. S.F. | Cost Financed by Impact Fees |
|---|---|---|---|---|
| Residential | 8.24 | $894 | | $2,731,688 |
| Hotel | 4.24 | $460 | | $14,348 |
| Commercial Retail | 25.69 | | $2,788 | $583,658 |
| Office | 11.26 | | $1,222 | $42,387 |
| Industrial | 5.06 | | $549 | $90,631 |
| Institutional / Other | 3.37 | | $366 | $14,861 |
| **Initial Allocation to New Development** | | | | **$3,477,573** |
| Total Allocated to Existing Development | | | | $33,791,657 |
| **Total Facilities Costs** | | | | **$37,269,231** |

**VII. Transportation Residential Fee Calculation**

| Land Type | EDUs per Unit | No. of Projected Units | | Total EDUs |
|---|---|---|---|---|
| Residential | 8.24 | 3,055 | | **25,170** |
| | | **Total Residential** | **[a]** | **25,170** |
| | | Total cost per EDU | [b] | **$109** |
| | | **Total Fees** | **[c] = [a] x [b]** | **$2,731,688** |
| | | Total Residential Sq. Ft. | [d] | **4,583,381** |
| | | **Total Fee per Residential Sq. Ft.** | **[e] = [c] / [d]** | **$0.60** |

APPENDIX A-1
NATIONAL CITY, CALIFORNIA
MULTI-MODEL TRANSPORTATION FEE CALCULATION

**VIII. Transportation Non-Residential Fee Calculation**

| Land Type | Projected Daily Trips | Res. Fee per Sq. Ft./ per Room / per 1,000 Non-Res Sq. Ft. | Projected Res. Sq. Ft./ Rooms/Non-Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|---|
| | *[a]* | *[b] = [a] x 109* | *[c]* | *[d] = ([c] / 1,000) x [b]* |
| Hotel | 4.24 | $460 | 31 | **$14,348** |
| Commercial Retail | 25.69 | $2,788 | 209,357 | **$583,658** |
| Office | 11.26 | $1,222 | 34,686 | **$42,387** |
| Industrial | 5.06 | $549 | 165,199 | **$90,631** |
| Institutional / Other | 3.37 | $366 | 40,632 | **$14,861** |
| **Total** | | | | **$745,885** |

**IX. Transportation Fee Calculation Summary**

| Land Type | Res. Fee per Sq. Ft./ per Room / per 1,000 Non-Res Sq. Ft. | Projected Res. Sq. Ft./ Rooms/Non-Res. Sq. Ft. | Costs Financed by Fees |
|---|---|---|---|
| Residential | $0.60 | 4,583,381 | $2,731,688 |
| Hotel | $460 | 31 | $14,348 |
| Commercial Retail | $2,788 | 209,357 | $583,658 |
| Office | $1,222 | 34,686 | $42,387 |
| Industrial | $549 | 165,199 | $90,631 |
| Institutional / Other | $366 | 40,632 | $14,861 |
| **Total** | **NA** | **NA** | **$3,477,573** |

# APPENDIX B

City of National City
Development Impact Fee Justification Study

# INVENTORY AND FACILITIES NEEDS LIST

APPENDIX B-1
NATIONAL CITY, CALIFORNIA
CITY ADMINISTRATION FACILITIES INVENTORY

| Buildings | Address | (Sq. Ft.) | Cost / Sq. Ft. | Value |
|---|---|---|---|---|
| City Hall | 1243 National City Blvd | 42,878 | $863 | $36,983,115 |
| Martin Luther King Jr. Comm Ctr(HR, Housing/Section 8) | 140 E 12th Street | 6,539 | $863 | $5,640,016 |
| Public Works Operations Building | 1726 Wilson Ave | 6,385 | $863 | $5,507,188 |
| Total | | 55,802 | $863 | **$48,130,318** |

| Land | | (Acres) | Cost / Acre | Value |
|---|---|---|---|---|
| City Hall | Blvd | 1.56 | $1,321,442 | $2,061,449 |
| Martin Luther King Jr. Comm Ctr(HR, Housing/Section 8) | 140 E 12th Street | 1.15 | $1,321,442 | $1,519,658 |
| Public Works Operations Building | 1726 Wilson Ave | 0.88 | $1,321,442 | $1,162,869 |
| Total | | 3.59 | | **4,743,977** |

| Equipment & Property | Facility | Units | Cost per Unit | Cost |
|---|---|---|---|---|
| 2017 North Star - Trailer-Mounted Pressure Washer - Medium Equipment | City Hall | | | $2,500 |
| 1965 Cummins - Stationary Generator | City Hall | | | $150,000 |
| Dell EMC VM Hosts | City Hall | 4 | $35,000 | $140,000 |
| Nimble Enterprise SAN Storage | City Hall | 2 | $93,500 | $187,000 |
| Synology Backup Storage | City Hall | 2 | $23,000 | $46,000 |
| Palo Alto Firewall | City Hall | 2 | $24,500 | $49,000 |
| FortiGate Firewall | City Hall | 2 | $12,100 | $24,200 |
| Cisco Network Switches | City Hall | 20 | $4,800 | $96,000 |
| FortiGate Network Analyzer | City Hall | 1 | $18,000 | $18,000 |
| Cisco Secure Servers (Phone System) | City Hall | 2 | $19,200 | $38,400 |
| Copiers | City Hall | 4 | $7,502 | $30,008 |
| Printers | City Hall | 35 | $575 | $20,125 |
| CellPhones | City Hall | 81 | $420/yr | $34,020 |
| Data Center UPS | City Hall | 1 | $39,700 | $39,700 |
| Desktop Computers | City Hall | 97 | $1,136 | $110,192 |
| Laptops | City Hall | 85 | $1,050 | $89,250 |
| Cisco Voice Over IP Phone System | City Hall | | | $498,000 |
| Avigilon Camera System | City Hall | | | $375,545 |
| Council Chambers Audio Video System | City Hall | | | $235,500 |
| Cisco Network Switches | MLK Comm Cntr | 3 | $4,800 | $14,400 |
| Desktop Computers | MLK Comm Cntr | 15 | $1,136 | $17,040 |
| Laptop/Tablet Computers | MLK Comm Cntr | 6 | $1,050 | $6,300 |
| Cell Phones /Sims | MLK Comm Cntr | 6 | $35/month x 12 | $2,520 |
| Copier | MLK Comm Cntr | 2 | $7,502 | $15,004 |
| Audio Video System | MLK Comm Cntr | | | $29,755 |
| Printer | MLK Comm Cntr | 8 | $575 | $4,600 |
| Cisco Network Switches | PW Ops | 4 | $4,800 | $33,600 |
| Desktop Computers | PW Ops | 16 | $1,136 | $18,176 |
| Laptop/Tablet Computers | PW Ops | 10 | $1,050 | $10,500 |
| Cell Phones /Sims | PW Ops | 20 | $420 | $8,400 |
| Copier | PW Ops | 1 | $7,502 | $7,502 |
| Printer | PW Ops | 5 | $575 | $2,855 |
| **Enterprise Software** | | | | |
| Microsoft | Office / OS | | | $156,000 |
| Munis ERP | Financials | | | $580,000 |
| ArcGIS | Mapping | | | $14,000 |
| CityWorks | Permitting / Licensing | | | $171,600 |
| Escribe | Agenda Management | | | $82,000 |
| Swagit | Streaming | | | $27,000 |
| VmWare ESX | Virtualization | | | $55,870 |
| Veeam | Backup Software | | | $28,165 |
| Total | | | | **3,468,727** |

APPENDIX B-1
NATIONAL CITY, CALIFORNIA
CITY ADMINISTRATION FACILITIES INVENTORY

**Vehicles**

| Make | Model | Type | Year | Cost | Replacement |
|---|---|---|---|---|---|
| Toyota Truck | Tacoma | Light Duty | 2023 | $28,300 | $32,545 |
| Hyundai SUV | Kona | Light Duty | 2020 | $39,900 | $47,572 |
| Hyundai SUV | Kona | Light Duty | 2020 | $39,900 | $47,572 |
| Kia SUV | Niro | Light Duty | 2020 | $39,800 | $47,453 |
| Ford Truck | Ranger | Light Duty | 2023 | $37,500 | $43,125 |
| Toyota Building Truck | Tacoma | Light Duty | 2020 | $23,700 | $28,257 |
| Toyota Neighbor Svcs Truck | Tacoma | Light Duty | 2020 | $23,700 | $28,257 |
| Toyota Neighbor Svcs Truck | Tacoma | Light Duty | 2020 | $23,700 | $28,257 |
| Toyota Neighbor Svcs Truck | Tacoma | Light Duty | 2020 | $23,700 | $28,257 |
| Hyundai Sedan | Ioniq | Light Duty | 2019 | $41,300 | $51,440 |
| Hyundai Sedan | Ioniq | Light Duty | 2019 | $41,300 | $51,440 |
| Hyundai Sedan | Ioniq | Light Duty | 2019 | $41,300 | $51,440 |
| Ford Sedan | Fusion | Light Duty | 2018 | $35,500 | $2,575 |
| Hyundai Sedan | Ioniq | Light Duty | 2019 | $41,300 | $51,440 |
| Nissan Sedan | Leaf | Light Duty | 2023 | $28,200 | $2,326 |
| Toyota Truck | Tacoma | Light Duty | 2020 | $23,700 | $28,257 |
| Toyota Truck | Tacoma | Light Duty | 2020 | $23,700 | $28,257 |
| Ford Truck | Ranger | Light Duty | 2020 | $34,800 | $41,491 |
| Ford Truck | F-550 | Medium Duty | 2022 | $49,300 | $53,105 |
| Kia Sedan | Optima | Light Duty | 2016 | $26,000 | $34,664 |
| Ford Truck | Ranger | Light Duty | 2004 | $18,000 | $33,699 |
| Ford Cargo Van | Transit Connect | Light Duty | 2019 | $29,600 | $36,868 |
| | | 22 | | | **$798,297** |

APPENDIX B-1
NATIONAL CITY, CALIFORNIA
POLICE FACILITIES INVENTORY

| Buildings | Address | (Sq. Ft.) | Unit Cost / Sq. Ft. | Value |
|---|---|---|---|---|
| Police Department Building | 1200 National City Blvd. | 55,755 | $1,100 | $61,330,500 |
| Police Warehouse | 1430 Hoover Ave | 6,760 | $600 | $4,056,000 |
| Police Substation | Plaza Bonita Mall | 500 | | $0 |
| | | **63,015** | | **$65,386,500** |

| Land | | (Acres) | Unit Cost / Acre | Value |
|---|---|---|---|---|
| Police Department Building | 1200 National City Blvd. | 1.39 | $1,321,442 | $1,836,804 |
| Police Warehouse | 1430 Hoover Ave | 0.16 | $700 | $112 |
| Police Substation | Plaza Bonita Mall | | | |
| | | **1.55** | | **$1,836,916** |

**Vehicles**

| Make | Model | Type | Year | Cost | Replacement |
|---|---|---|---|---|---|
| Freightliner - PD Command | Command Bus | Heavy Duty | 2008 | $312,000 | $517,205 |
| Ford BearCat SWAT Truck | F550 | Heavy Duty | 2012 | $360,000 | $534,969 |
| Ford Van - Passenger | E350 | Medium Duty | 2012 | $30,000 | $44,581 |
| Ford Van - Surveillance | E350 | Medium Duty | 2013 | $75,000 | $111,218 |
| Toyota CSO Truck - Light Duty | Tacoma | Light Duty | 2013 | $23,800 | $35,293 |
| Nissan - Sedan | Maxima | Light Duty | 2013 | $32,600 | $48,343 |
| Nissan - Sedan | Sentra | Light Duty | 2013 | $19,550 | $28,991 |
| Ford K9 Patrol SUV | Explorer | Medium Duty | 2015 | $51,700 | $71,397 |
| Ford K9 Patrol SUV | Explorer | Medium Duty | 2015 | $51,700 | $71,397 |
| Nissan - Sedan | Altima | Light Duty | 2015 | $24,750 | $34,179 |
| Nissan - Sedan | Altima | Light Duty | 2015 | $24,750 | $34,179 |
| Ford - Sedan | Taurus | Light Duty | 2015 | $28,230 | $38,985 |
| Nissan CSI Van | NV2500 | Medium Duty | 2016 | $31,550 | $42,063 |
| Ford Animal Control Truck | F250 | Medium Duty | 2016 | $75,000 | $99,992 |
| Ford Patrol SUV | Explorer | Medium Duty | 2016 | $55,500 | $73,994 |
| Ford K9 Patrol SUV | Explorer | Medium Duty | 2016 | $56,700 | $75,594 |
| Nissan Investigations Truck - Light Duty | Frontier | Light Duty | 2016 | $25,150 | $33,531 |
| Toyota SUV - Light Duty | Highlander | Light Duty | 2016 | $38,575 | $51,429 |
| Ford - Sedan | Fusion | Light Duty | 2016 | $21,250 | $28,331 |
| Ford Patrol SUV | Explorer | Medium Duty | 2017 | $56,900 | $72,819 |
| Dodge Van - Light Duty | Caravan | Light Duty | 2017 | $28,175 | $36,058 |
| Nissan - Sedan | Maxima | Light Duty | 2017 | $35,100 | $44,920 |
| Nissan - Sedan | Altima | Light Duty | 2017 | $37,000 | $47,351 |
| Nissan - Sedan | Altima | Light Duty | 2017 | $37,000 | $47,351 |
| Ford Animal Control Truck | F250 | Medium Duty | 2018 | $85,000 | $108,443 |
| Ford Patrol SUV | Explorer | Medium Duty | 2018 | $56,900 | $72,593 |
| Nissan - Sedan | Altima | Light Duty | 2018 | $37,000 | $47,205 |
| Toyota - Sedan | Camry | Light Duty | 2018 | $27,000 | $34,447 |
| Honda - Sedan | Accord | Light Duty | 2018 | $25,200 | $32,150 |
| Ford Patrol SUV | Explorer | Medium Duty | 2019 | $65,000 | $80,959 |
| Toyota SUV - Light Duty | Highlander | Light Duty | 2019 | $40,500 | $50,444 |
| Chrysler Van - Light Duty | Pacifica | Light Duty | 2019 | $43,300 | $53,931 |
| Toyota - Sedan | Camry | Light Duty | 2019 | $27,000 | $33,629 |
| Ford - Sedan | Fusion | Light Duty | 2019 | $24,000 | $29,893 |
| Ford Transit Van - CNT | T350 | Medium Duty | 2020 | $140,000 | $166,919 |
| Ford Transit Van - Prisoner | T350 | Medium Duty | 2020 | $96,000 | $114,459 |
| Ford Traffic Truck | F250 Crew | Medium Duty | 2020 | $90,000 | $107,305 |
| Ford SWAT Supervisor Truck | F250 Crew | Medium Duty | 2020 | $95,000 | $113,266 |
| Toyota CSO Truck - Light Duty | Tacoma | Light Duty | 2020 | $28,400 | $33,861 |
| Toyota - Sedan | Camry | Light Duty | 2020 | $27,000 | $32,191 |
| Toyota - Sedan | Camry | Light Duty | 2020 | $27,000 | $32,191 |
| BMW Motorcycle | | | 2020 | $32,000 | $38,153 |
| Ford Patrol SUV | Explorer | Medium Duty | 2021 | $70,000 | $77,700 |
| Ford K9 Patrol SUV | Explorer | Medium Duty | 2021 | $62,000 | $68,820 |
| BMW Motorcycle | | | 2021 | $33,000 | $36,630 |
| Ford Investigations SUV | Explorer | Medium Duty | 2022 | $56,000 | $60,322 |
| Ford Investigations Truck - Light Duty | F150 Crew | Light Duty | 2022 | $49,500 | $53,320 |
| Ford Patrol SUV | Explorer | Medium Duty | 2023 | $76,000 | $87,400 |
| Ford HOT Truck - Light Duty | F150 Crew | Light Duty | 2023 | $130,000 | $149,500 |
| Ford Investigations Truck - Light Duty | F150 Crew | Light Duty | 2023 | $59,700 | $68,655 |
| Ford Investigations Truck - Light Duty | F150 Crew | Light Duty | 2023 | $49,500 | $56,925 |
| Toyota SUV - Light Duty | Highlander | Light Duty | 2023 | $44,200 | $50,830 |
| Kia SUV - Light Duty | Sorento | Light Duty | 2024 | $38,240 | $38,240 |
| Kia SUV - Light Duty | Sorento | Light Duty | 2024 | $38,240 | $38,240 |
| Toyota SUV - Light Duty | Highlander | Light Duty | 2024 | $44,200 | $44,200 |
| Harley Davidson Motorcycle | | | 2024 | $40,000 | $40,000 |
| BMW Motorcycle | | | 2024 | $35,000 | $35,000 |
| | | | **57** | **$3,323,860** | **$4,311,991** |

APPENDIX B-1
NATIONAL CITY, CALIFORNIA
POLICE FACILITIES INVENTORY

| Equipment & Property | Units | Cost per Unit | Cost |
|---|---|---|---|
| 1993 Kohler - Stationary Generator | 1 | | $150,000 |
| 2022 Skywatch - Surveillance Trailer - Heavy Equipment | | | $226,200 |
| 2005 Universal - Medium Trailer | | | $75,000 |
| 1993 Kohler - Stationary Generator | | | $100,000 |
| Desktop Computers (Dell) | 128 | 1136 | $145,408 |
| Laptop (Mobile Data Computers)MDC | 108 | 3980 | $429,840 |
| AXON Body Cameras (5yrs) | 76 | | $514,840 |
| Copiers | 5 | 7502 | $37,510 |
| Printers | 35 | 575 | $20,125 |
| Data Center UPS | 1 | 39700 | $39,700 |
| Nimble Enterprise SAN Storage | 2 | 93500 | $187,000 |
| Dell EMC VM Hosts | 2 | 35000 | $70,000 |
| Cell Phones /Sims | 87 | $35/month x 12 | $36,540 |
| 800 MHZ Radios | 189 | 4355 | $823,095 |
| Cisco Network Switches | 10 | 4800 | $48,000 |
| Software | | | |
| New World Computer Aided Dispatch (CAD) | | | $1,060,000 |
| | | | |
| Glock Duty Pistols w/Holosun SCS MOS Optic Model 17 MOS | 95 | $850 | $80,750 |
| Glock Admin / Detective Pistol 43X | 10 | $450 | $4,500 |
| Colt Patrol Rifles w /Holosun 510C Optic M | 55 | $1,900 | $104,500 |
| Daniels Defense SWAT Rifiles w/Trijicon MOR Optic DDM4 | 20 | $3,000 | $60,000 |
| Accuracy Intl. SWAT Sniper Rifles w/Night Force ATACR Optic | 4 | $6,000 | $24,000 |
| DDM4 AT-LE | | | $0 |
| | | | |
| Remington Less Lethal shotgun w/Vortex Spark Optic 870 | 40 | $1,100 | $44,000 |
| Remington shotgun 870 | 2 | $900 | $1,800 |
| Defense Tech. 40mm less lethal launchers w/Vorotex Spark Op | 4 | $1,550 | $6,200 |
| Defense Tech. 40mm multi-launcherlaunchers w/Vorotex Spa | 2 | $4,500 | $9,000 |
| Gas Ram For Deployment | 1 | $700 | $700 |
| Burn Safe for Gas Deployment | 1 | $900 | $900 |
| Pepperball Launchers FTC/FT12 | 80 | $900 | $72,000 |
| Tasers X2/X26P | 100 | $1,600 | $160,000 |
| | | | |
| FLIR night scope LS | 1 | $2,000 | $2,000 |
| Thernal Camera TT310B | 1 | $2,300 | $2,300 |
| Night Vision monocle SWAT M914 | 15 | $4,500 | $67,500 |
| Dual Bean aiming laser Dball3 | 20 | $2,300 | $46,000 |
| Active Shooter vests Paraclete10260 | 100 | $1,200 | $120,000 |
| Active Shooter helmets AMP 1 | 100 | $2,500 | $250,000 |
| SWAT tactical raid vests | 20 | $3,200 | $64,000 |
| SWAT helmets AMP 1 | 20 | $3,100 | $62,000 |
| | | | |
| Munitions Pole Vulcan III | 1 | $2,300 | $2,300 |
| Handheld balistic Shields BR WMX6 | 3 | $4,300 | $12,900 |
| Accident /crime scene reconstruction equipment FARO | 1 | $28,000 | $28,000 |
| Laser protection glasses Stingerhawk | 100 | $150 | $15,000 |
| Portable Radios Motorola APX 6000 | 66 | $6,500 | $429,000 |
| Mobile Radios Motorola APX 6500 | 36 | $6,500 | $234,000 |
| | | | **$5,866,608** |

APPENDIX B-1
NATIONAL CITY, CALIFORNIA
FIRE FACILITIES INVENTORY

| Buildings | Address | (Sq. Ft.) | Unit Cost / Sq. Ft. | Value |
|---|---|---|---|---|
| Fire Station #34 | 343 East 16th street | 19,440 | $1,200 | $23,328,000 |
| Fire Station #31 | 2333 Euclid Ave | 4,700 | $1,200 | $5,640,000 |
| Fire Station #33 | 2005 East 4th street | 1904 | $1,200 | $2,284,800 |
| Fire Administration and Fire Prevention | 1243 National City Blvd. | | | |
| | | **26,044** | | **$31,252,800** |

| Land | | (Acres) | Cost / Acre | Value |
|---|---|---|---|---|
| Fire Station #34 | 343 East 16th street | 1.680 | $1,321,442 | $2,220,022 |
| Fire Station #31 | 2333 Euclid Ave | 0.360 | $1,321,442 | $475,719 |
| Fire Station #33 | 2005 East 4th street | 0.670 | $1,321,442 | $885,366 |
| Fire Administration and Fire Prevention | 1243 National City Blvd. | | | |
| | | **2.71** | | **$3,581,108** |

**Vehicles**

| Make | Model | Type | Year | Cost | Replacement |
|---|---|---|---|---|---|
| Fire Engine | Pierce Arrow XT | Heavy Duty | 2006 | $400,000 | $728,002 |
| Chevrolet SUV - Battalion | Suburban | Medium Duty | 2006 | $60,000 | $109,200 |
| Fire Aerial | Pierce Arrow XT | Heavy Duty | 2009 | $950,000 | $1,504,904 |
| Fire Engine | Pierce Arrow XT | Heavy Duty | 2011 | $515,000 | $778,444 |
| Fire Aerial | Pierce Arrow XT | Heavy Duty | 2016 | $1,034,000 | $1,378,554 |
| Ford Truck - Fire Squad | F550 | Heavy Duty | 2016 | $170,000 | $226,648 |
| Toyota Truck - Fire Inspection | Tacoma | Light Duty | 2016 | $40,000 | $53,329 |
| Toyota Truck - Fire Inspection | Tacoma | Light Duty | 2016 | $40,000 | $53,329 |
| Chevrolet SUV - Battalion | Suburban | Medium Duty | 2017 | $90,000 | $115,179 |
| Nissan Sedan - Fire Inspection | Altima | Sedan | 2018 | $24,850 | $31,704 |
| Fire Engine | Pierce Arrow XT | Heavy Duty | 2019 | $750,000 | $934,145 |
| Chevrolet SUV - Chief | Tahoe | Medium Duty | 2021 | $50,000 | $55,500 |
| Dodge Truck - Fire Squad | 5,500 | Heavy Duty | 2022 | $250,000 | $269,294 |
| Ford Truck - Battalion | F350 | Heavy Duty | 2022 | $130,000 | $140,033 |
| Ford Truck - Fire Marshall | F150 Crew | Medium Duty | 2022 | $85,000 | $91,560 |
| Ford Truck - Fire Crew | F350 Crew | Heavy Duty | 2023 | $70,000 | $70,001 |
| Fire Engine | Pierce Arrow XT | Heavy Duty | 2024 | $980,000 | $980,000 |
| | | | **17** | | **$7,519,826** |

| Equipment & Property | Units | Cost per Unit | Cost |
|---|---|---|---|
| 1990 Clark - Forklift - Medium Equipment | | | $75,000 |
| 2012 Fabique - Medium Trailer | | | $7,500 |
| 2004 Kohler Stationary Generator - FS34 | | | $125,000 |
| 2004 Kohler Stationary Generator - FS31 | | | $90,000 |
| 2017 Generac - Stationary Generator - FS33 | | | $35,000 |
| Cisco Network Switches | 7 | 4800 | $33,600 |
| Desktop Computers | 23 | 1136 | $26,128 |
| Laptop/Tablet Computers | 10 | 1050 | $10,500 |
| Cell Phones /Sims | 87 | $35/month x 12 | $36,540 |
| 800 MHZ Radios | 97 | 4,355 | $422,435 |
| RCS Radio Service / yr | 97 | 342 | $33,174 |
| Copier | 2 | 7,502 | $15,004 |
| | | | **$909,881** |

APPENDIX B-1
NATIONAL CITY, CALIFORNIA
LIBRARY FACILITIES INVENTORY

| Buildings | Address | (Sq. Ft.) | Unit Cost / Sq. Ft. | Value |
|---|---|---|---|---|
| Library | 1401 National City Blvd | 49,000 | $750 | $36,750,000 |
| | | **49,000** | **$750** | **$36,750,000** |

| Land | | (Acres) | Unit Cost / Acre | Value |
|---|---|---|---|---|
| Library | 1401 National City Blvd | 1.68 | $1,321,442 | $2,220,022 |
| | | **1.68** | **$1,321,442** | **$2,220,022** |

| Vehicles | Existing/Proposed | Quantity | Cost | Total Cost |
|---|---|---|---|---|
| | | | | **$0** |

| Equipment | Quantity | Cost per unit | Total Cost |
|---|---|---|---|
| Network Switches | 8 | 4800 | $38,400 |
| Public Computers | 35 | 1136 | $39,670 |
| *Staff Desktop Computers* | 53 | 1136 | $60,208 |
| *Laptop/Tablet Computers* | 10 | 1050 | $10,500 |
| *Cell Phones /Sims* | 2 | 420 | $840 |
| *Copier* | 5 | 7502 | $37,510 |
| *Printer* | 8 | 575 | $4,600 |
| *Dell Server* | 2 | 5600 | $11,200 |
| *Meeting Room Audio Video* | | | $23,250 |
| *Books (volumes)* | 188,434 | 20 | $3,768,680 |
| *Makerspace equipment* | 20 | 502.3 | $10,046 |
| *Meeting Room AV* | 1 | 395000 | $395,000 |
| *Hanging system* | 1 | 7734.24 | $7,734 |
| *Lounge Seating* | 15 | 2233.33 | $33,500 |
| *PA System* | 1 | 20000 | $20,000 |
| *Microfilm Reader/Printer* | 1 | 1500 | $1,500 |
| *Kyocera Copier* | 1 | 1300 | $1,300 |
| *Book carts* | 40 | 459.99 | $18,400 |
| *Self-check kiosks* | 2 | 11542.96 | $23,086 |
| *RFID gates & workstation shiled* | 3 | 10560.98 | $31,683 |
| *Mis Equipment and property* | | | $300,000 |
| | | | **$4,837,107** |

APPENDIX B-1
NATIONAL CITY, CALIFORNIA
PARKS FACILTIES INVENTORY

| Land for Sports Park | Address | (Acres) | Cost / Acre | Value |
|---|---|---|---|---|
| Las Palmas Park | Newell St and E 22nd St | 18.5 | | $0 |
| Kimball Park | 12th Street and D Ave | 23 | | $0 |
| El Toyon Park | 4th Street and U Ave | 23.2 | | $0 |
| Paradise Creek Park | Hoover Ave and W 19th | 5.6 | | $0 |
| Butterfly Park | Palm Ave and E 22nd St | 2.1 | | $0 |
| Stein Family Farm | 1808 F Ave | 1.4 | | $0 |
| National City Golf Course | 1439 Sweetwater Rd | 42.8 | | $0 |
| Total | | **116.60** | | **$0** |

**City built out, only park improvements** not using park acre
**So no land cost per acr used**

**Vehicles**

| Make | Model | Type | Year | Cost | Replacement |
|---|---|---|---|---|---|
| Freightliner | FL70 | Tree Truck - Heavy Duty | 2001 | $93,000 | $193,627 |
| Ford | F550 | Truck - Medium Duty | 2022 | $49,300 | $53,105 |
| Ford | F250 | Truck - Medium Duty | 2020 | $32,700 | $38,987 |
| Ford | F150 EXT | Truck - Light Duty | 2020 | $27,000 | $32,191 |
| Ford | F150 | Truck - Light Duty | 2020 | $27,000 | $32,191 |
| Toyota | Tacoma | Truck - Light Duty | 2020 | $23,500 | $28,019 |
| Toyota | Tacoma | Truck - Light Duty | 2020 | $23,500 | $28,019 |
| Toyota | Tacoma | Truck - Light Duty | 2020 | $23,500 | $28,019 |
| Ford | Ranger | Truck - Light Duty | 2020 | $34,800 | $41,491 |
| | | | 9 | **$334,300** | **$475,649** |

| Buildings | Address | Square Feet | Cost | Total Cost |
|---|---|---|---|---|
| ARTS Center | 200 E 12th St | 17,634 | $500 | $8,817,000 |
| Camacho Recreation Center | 1810 E 22nd Street | 12,738 | $400 | $5,095,200 |
| Casa de Salud Recreation Cent | 1408 E Harding Ave | 7,060 | $400 | $2,824,000 |
| Morgan Towers Nutrition Cent | 1415 D Ave | 6,670 | $400 | $2,668,000 |
| Martin Luther King Jr. Comm C | 140 E 12th Street | 12,391 | $400 | $4,956,400 |
| Boys and Girls Club | 1430 D Ave | 25,860 | $400 | $10,344,000 |
| Historic Kimball House | 923 A Ave | 2,030 | $400 | $812,000 |
| Historic Railcar Depot | 922 W 23rd Street | 4,550 | $400 | $1,820,000 |
| | | | | **$37,336,600** |

APPENDIX B-1
NATIONAL CITY, CALIFORNIA
PARKS FACILTIES INVENTORY

| Additional Equipment & Prop | Units | Cost per Unit | Costs |
|---|---|---|---|
| 2009 Case 570MXT - Tractor - Heavy Equipment | | | $98,500 |
| 1991 Century Stage - Heavy Trailer | | | $53,200 |
| 2000 Areator - Medium Equipment | | | $5,000 |
| 2009 Kubota Tractor 4400 - Medium Equipment | | | $36,600 |
| 2018 Toro Mower - Medium Equipment | | | $68,800 |
| 2020 Vermeer BC1000XL - Chipper - Medium Equipment | | | $43,000 |
| 1987 RPM - Medium Trailer | | | $1,000 |
| 2002 Aros - Medium Trailer | | | $3,000 |
| 2005 Pace - Medium Trailer | | | $7,500 |
| 2000 EX-Mark Metro - Mower- Light Equipment | | | $2,500 |
| 2012 Vermeer SC292 Root Grinder - Light Equipment | | | $23,000 |
| 2017 Cushman 800 - Golf Cart - Light Equipment | | | $6,800 |
| 2017 Cushman 800 - Goft Cart - Light Equipment | | | $6,800 |
| 2020 Vermeer RTX130 Trencher - Light Equipment | | | $9,500 |
| 2024 Toro Mower- Light Equipment | | | $30,000 |
| 2024 EX-Mark Lazer-Z  Mower - Light Equipment | | | $27,000 |
| 1987 RPM - Light Trailer | | | $1,300 |
| 2023 Aluma 7712H-S-TG - Light Trailer | | | $4,610 |
| Cisco Network Switches | 4 | 4,800 | $33,600 |
| Desktop Computers | 3 | 1,136 | $3,408 |
| Laptop/Tablet Computers | 1 | 1,050 | $1,050 |
| Cell Phones /Sims | 2 | 420 | $840 |
| Printer | 3 | 575 | $1,725 |
| Cisco Network Switches | 1 | 4,800 | $4,800 |
| Desktop Computers | 10 | 1,136 | $17,040 |
| Laptop/Tablet Computers | 6 | 1,050 | $6,300 |
| Cell Phones /Sims | 7 | $35/month x 12 | $2,940 |
| Audio Video System | | | $6,500 |
| Printer | 5 | 575 | $2,875 |
| **Total** | | | **$509,188** |

APPENDIX B-1
NATIONAL CITY, CALIFORNIA
TRANSPORTATION FACILTIES LIST
(Planned Projects)

| Facility Name | Total Cost | Policy Background |
|---|---|---|
| **Bicycle** | | |
| 18th Street Bicycle Boulevard 18th StreetPalm Avenue to Rachael Avenue Class III | $1,319,675 | Ciy's Bicycle Master Plan |
| Highland Avenue Bike Lanes Highland Avenue 30th Street to SR 54 exit ramp Class II | $386,909 | Ciy's Bicycle Master Plan |
| F Avenue Bicycle Boulevard- F Avenue- 18th Street to 28th StreetClass III Boulevard | $1,728,774 | Ciy's Bicycle Master Plan |
| - 26th Street- D Avenue to 18th Street | | |
| 8th Street Complete Street Improvements- 8th Street- Harbison Avenue to Paradise Valley Road (Class III)Class II | $533,106 | Ciy's Bicycle Master Plan |
| - Paradise Valley Road- 8th Street east to City Boundary (Class II)Class III Route | | |
| D Avenue Bicycle BoulevardD AvenueDivision Street to 18th StreetClass III Boulevard | $1,491,233 | Ciy's Bicycle Master Plan |
| Division Street Cycle TrackDivision StreetLauren Avenue to Euclid AvenueClass IV | $2,248,624 | Ciy's Bicycle Master Plan |
| 30th Street Cycle Track30th StreetHoover Avenue to Highland AvenueClass IV | $2,314,760 | Ciy's Bicycle Master Plan |
| 16th Street Bicycle Corridor16th StreetHighland Avenue to Harbison AvenueClass III Route | $361,379 | Ciy's Bicycle Master Plan |
| Granger Avenue Bicycle Corridor- Lanoitan Avenue- 16th Street to 24th StreetClass III Route | $247,520 | Ciy's Bicycle Master Plan |
| - Granger Avenue- 18th Street to 24th Street | | |
| - 24th Street- Euclid Avenue to Granger Avenue | | |
| 24th Street Complete Street Improvements24th StreetHoover Avenue to Highland Avenue (Class II) and Highland Avenue to N Avenue (Class IIIClass II | $1,186,008 | Ciy's Bicycle Master Plan |
| Class III Boulevard | | |
| Las Palmas Bicycle Corridor- Roselawn Street- L Avenue to N AvenueClass III Route | $131,186 | Ciy's Bicycle Master Plan |
| - N Avenue- Roselawn Street to 22nd Street | | |
| - 22nd Street- N Avenue to Palm Avenue | | |
| - Palm Avenue- 22nd Street to 18th Street | | |
| Hoover Avenue Cycle TrackHoover Avenue22nd Street to 33rd StreetClass IV | $2,513,168 | Ciy's Bicycle Master Plan |
| 22nd Street Cycle Track22nd StreetWilson Avenue to D AvenueClass IV | $1,884,876 | Ciy's Bicycle Master Plan |
| Harbison Avenue Bicycle Corridor- Harbison Avenue4th Street to 16th Street, Earle DriveClass III Route | $252,470 | Ciy's Bicycle Master Plan |
| - Earle Drive | | |
| Olive Avenue Bike LanesOlive Avenue8th Street to Plumas StreetClass II | $277,781 | Ciy's Bicycle Master Plan |
| El Toyon-Las Palmas Bicycle Corridor Multi-Use PathRecreational trailBeta Street to 4th StreetClass I | $617,027 | Ciy's Bicycle Master Plan |
| D Avenue Bike LanesD Avenue30th Street to southern terminusClass II | $228,177 | Ciy's Bicycle Master Plan |
| Civic Center Drive Complete Street Improvements Civic Center DriveTidelands Avenue to Wilson AvenueClass III Route | $64,355 | Ciy's Bicycle Master Plan |
| Highland Avenue Complete Street ImprovementsHighland AvenueDelta Street to 2nd Street (Class II) and 2nd Street to 4th Street (Class III)Class II | $429,008 | Ciy's Bicycle Master Plan |
| Class III Route | | |
| 19th Street Bike Lanes19th StreetKiss Street to McKinley AvenueClass II | $426,592 | Ciy's Bicycle Master Plan |
| B Avenue Bicycle Boulevard/Advisory Bicycle LanesB Avenue1st Street to 4th StreetClass III Boulevard | $250,738 | Ciy's Bicycle Master Plan |
| Bay Marina Drive Bike LanesBay Marina DriveTidelands Avenue to Marina WayClass II | $248,019 | Ciy's Bicycle Master Plan |
| Roosevelt Avenue North Bike LanesRoosevelt Avenue8th Street to 12th StreetClass II | $248,019 | Ciy's Bicycle Master Plan |
| 16th Street Bike Lanes16th StreetWilson Avenue to National City BoulevardClass II | $307,543 | Ciy's Bicycle Master Plan |
| Roosevelt Avenue South Bike LanesRoosevelt AvenueCivic Center Drive to 16th StreetClass II | $188,494 | Ciy's Bicycle Master Plan |
| 21st Street Bicycle Corridor21st StreetF Avenue to L AvenueClass III Route | $94,058 | Ciy's Bicycle Master Plan |
| **Bicycle Total** | **$19,979,499** | |
| **ADA Transition Plan** | | |
| Pedestrian Ramps (130 Ramps @ $10,000 each) FY 2019-2024 | $130,000 | ADA Transition Plan |
| Sidewalks ( 10,089.21 SF @ $20 SF) FY 219-2024 | $201,784 | ADA Transition Plan |
| Pedestrian Ramps (1300 Ramps @ $10,000 each) FY 2025- 2029 | $13,300,000 | ADA Transition Plan |
| Sidewalks (182,897.38 SF @ $20 SF) FY 2025-2029 | $3,657,947 | ADA Transition Plan |
| **ADA Transition Plan Total** | **$17,289,732** | |
| **Subtotel** | **$37,269,231** | |
| **Offsetting Revenue** | **$0.00** | |
| **Total** | **$37,269,231** | |

# APPENDIX C

City of National City
Development Impact Fee Justification Study

## PROPERTY INVENTORY FOR LAND ACQUISITION COSTS

APPENDIX C-1
NATIONAL CITY, CALIFORNIA
LAND INVENTORY

| City | Property Location | County | Last Sale | Acres | Total Price | Price/Acre |
|---|---|---|---|---|---|---|
| National City | 16th St | San Diego | 4/10/2025 | 1.71 | $1,350,000 | $789,474 |
| National City | 3600 Paradise Valley I | San Diego | 2/27/2025 | 7.94 | $2,925,000 | $368,388 |
| National City | 2039 E 8th St | San Diego | 9/26/2022 | 0.98 | $1,150,000 | $1,173,469 |
| National City | 945 N Ave | San Diego | 5/2/2022 | 1.57 | $2,150,000 | $1,369,427 |
| National City | 3202 Hoover Ave | San Diego | 12/22/2021 | 3.10 | $9,077,202 | $2,928,130 |
| National City | 1320 Highland Ave | San Diego | 9/2/2021 | 1.61 | $2,860,000 | $1,776,398 |
| National City | 0 Civic Center Dr | San Diego | 12/15/2020 | 0.52 | $1,100,000 | $2,115,385 |
| National City | 2010 Haffley Ave | San Diego | 10/20/2020 | 1.71 | $800,000 | $467,836 |
| National City | 1520 E Plaza Blvd | San Diego | 2/25/2020 | 1.06 | $680,000 | $641,509 |
| National City | 2501 E 18th St | San Diego | 2/7/2020 | 0.34 | $627,000 | $1,860,534 |
| National City | 2504 Highland Ave | San Diego | 1/10/2020 | 0.39 | $350,000 | $897,436 |
| National City | E 9th St | San Diego | 4/19/2019 | 0.30 | $750,000 | $2,464,673 |
| National City | 32nd St | San Diego | 3/29/2019 | 1.61 | $525,000 | $326,087 |
| | | | **Average** | | | **$1,321,442** |



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IRVINE, CA 92612
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Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds

**CITY OF NATIONAL CITY**
**DEVELOPMENT IMPACT FEE SCHEDULE**
**EXCLUDING THE TRANSPORTATION DEVELOPMENT IMPACT FEE**

Adopted October 21, 2025
Effective January 19, 2026

| Land Use | City Administration | Police | Fire | Library | Parks | Multi-Modal | Total |
|---|---|---|---|---|---|---|---|
| Residential (Per Square Foot) | $ 1.78 | $ 2.14 | $ 1.17 | $ 1.64 | $ 1.28 | $ 0.60 | $ 8.61 |
| Hotel (Per Room) | $ 604.00 | $ 726.00 | $ 395.00 | $ - | $ - | $ 460.00 | $ 2,185.00 |
| Commercial/Retail (Per 1,000 Sq. Ft.) | $ 1,146.00 | $ 2,579.00 | $ 1,406.00 | $ - | $ - | $ 2,788.00 | $ 7,919.00 |
| Office (Per 1,000 Sq. Ft.) | $ 1,523.00 | $ 2,234.00 | $ 1,218.00 | $ - | $ - | $ 1,222.00 | $ 6,197.00 |
| Industrial (Per 1,000 Sq. Ft.) | $ 441.00 | $ 740.00 | $ 403.00 | $ - | $ - | $ 549.00 | $ 2,133.00 |
| Institutional/Other (Per 1,000 Sq. Ft.) | $ 1,358.00 | $ 1,644.00 | $ 896.00 | $ - | $ - | $ 366.00 | $ 4,264.00 |

Notes:
1. Residential fees are for single-family residences, multi-family residences, and mobile homes and are per square foot to comply with California AB 602.
2. Hotel fees are per room
3. Non-Residential fees are per 1,000 square feet

# AGENDA REPORT

**Department:** City Clerk's Office
**Prepared by:** Shelley Chapel, MMC, City Clerk
**Meeting Date:** Tuesday, October 21, 2025
**Approved by:** Scott W. Huth, Interim City Manager

---

**SUBJECT:**
Amending City Council Policy No. 105 – Request by Member of the City Council to Place an Item on a City Council Agenda

**RECOMMENDATION:**
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving Amended City Council Policy No. 105, Request by Member of the City Council to Place an Item on a City Council Agenda."

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

**EXPLANATION:**
As per City Council Policy No. 105 (105), a City Councilmember may place an item to be considered for discussion at a future City Council Meeting by following the 105 processes. At the April 1, 2025 City Council meeting, City Councilmember Molina placed this item on the agenda to review the 105 Policy.

At the September 2, 2025, City Council Meeting, City Council Member Molina brought forward proposed changes to the policy. The changes as approved by the City Council at that meeting are reflected in Exhibit A.

In compliance with the Ralph M. Brown Act, items not already on the agenda cannot be discussed or considered during a City Council Meeting. Discussing without notice does not provide the public, staff, or other City Councilmembers time to review the subject matter, and contemplate a response for discussion or provide direction.

This policy is to establish a clear and effective process for the City Councilmembers to place items on the City Council Agenda for consideration.

**FINANCIAL STATEMENT:**
Not Applicable.

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

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

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

**ORDINANCE:**
Not Applicable

**EXHIBITS:**
Exhibit A – Amended City Council Policy No. 105
Exhibit B - Resolution

# CITY COUNCIL POLICY
# CITY OF NATIONAL CITY

| **TITLE:** Request by Member of City Council to Place an Item on a City Council Agenda | **POLICY # 105** |
|---|---|
| **ADOPTED:** March 12, 1985 | **AMENDED:** October 21, 2025 |

## PURPOSE

In compliance with the Ralph M. Brown Act, items not already on the agenda cannot be discussed or considered during a City Council Meeting. Discussing without notice does not provide the public, staff, or other City Councilmembers time to review the subject matter, and contemplate a response for discussion or provide direction.

This policy is to establish a clear and effective process for the City Councilmembers to place items on the City Council Agenda for consideration.

## POLICY

1. The City Councilmembers may request that an item be placed on a future City Council Meeting Agenda for discussion and possible action.

2. For any item to be placed on the City Council Meeting Agenda, by the City Councilmembers, the following will assist in the City Manager in the agenda planning process:

    a. A Council Agenda Item Request Form to agendize the request to be discussed, and the City Councilmember's recommended action to address the matter. Request may be submitted to be agendized at the initial City Council Meeting in which the matter will be heard.

    b. The request must be submitted no later than 5:00 p.m. on the Tuesday prior to the regularly scheduled City Council Meeting to allow the City Manager and City Attorney time to review the item and determine, if the matter as written, in the request, should be placed on the open or closed session of the City Council Agenda.

    c. If the City Manager, in consultation with the City Attorney, determines the matter is appropriate to be included in the open session agenda it will be added to the agenda as written. If the City Attorney, determines the matter should be discussed in Closed Session, the City Manager's Office will draft the required agenda wording for listing the matter under Closed Session on the City Council Meeting Agenda. The request, written by the City Councilmember, will be provided to the entire City Council in Closed Session.

    d. Discussion would be limited to whether an item should be added to an agenda and a date, not the merit of the item.

e. If a majority of the City Council votes to include the item as an action item at a subsequent City Council meeting it will be determined who will provide the report:

   i. The City Councilmember prepares a report including supporting information and documentation, and a presentation of the item to be discussed at the meeting, with City Manager and City Attorney review; or

   ii. The City staff will be directed to provide a report analysis including fiscal review, legal review, and policy review of the action by the City Councilmember, requesting and recommendation (if any) among alternatives (if any) as soon as the research and staff report can be reasonably completed at a subsequent City Council Meeting.

f. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days to prepare, unless otherwise directed by the City Council. Status updates will be provided to the City Council every sixty (60) days as an informational memo.

g. This policy would provide the City Manager the authority to determine placement and timing, unless City Council direction is time-sensitive, and requires immediate placement on the next regularly scheduled City Council Meeting.

3. Requirements for Agenda Item Request Submission

   a. All Policy 105 agenda item requests must include a Justification Statement and an Impact Statement. Co-Sponsorship is optional.

   b. Urgent items must identify significant consequences of inaction (financial, legal, safety).

4. Resource Consideration

   a. The City Manager shall review alignment with the City's Strategic Plan.

   b. Significant projects must include cost-benefit and staff time analysis.

   c. Each Councilmember may have no more than two active agenda items at a time.

# CITY COUNCIL POLICY
# CITY OF NATIONAL CITY

| **TITLE:** Request by Member of City Council to Place an Item on a City Council Agenda | **POLICY # 105** |
|---|---|
| **ADOPTED:** March 12, 1985 | **AMENDED:** October 21, 2025 |

5. Evaluation of Agenda Item Requests

    a. Evaluation is performed by the City Manager.

    b. Evaluation of merits may occur through quarterly meetings, an evaluation committee, or limited discussion.

    c. Item will be placed on the City Council Meeting Agenda under the "Elected Officials Report" section.

6. Exemptions

    a. Minor agenda items, such as small code amendments, are exempt from Impact Statement and Resource Consideration.

**Related Policy References**
National City Municipal Code, Chapter 2.04
Ralph M. Brown Act

**Prior Policy Amendments**
**June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)**
October 8, 2013 (Resolution No. 2013-147)
March 21, 2017 (Resolution No. 2017-37)
October 5, 2021 (Resolution No. 2021-148)

# CITY COUNCIL POLICY
# CITY OF NATIONAL CITY

| **TITLE:** Request by Member of City Council to Place an Item on a City Council Agenda | **POLICY # 105** |
|---|---|
| **ADOPTED:** March 12, 1985 | **AMENDED:** October 21, 2025 |

**CITY COUNCIL AGENDA ITEM REQUEST FORM**

The City Council Agenda 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.

Requestor(s): _____ Date Submitted: _____

Co-Sponsor (Mayor or Councilmember): _____

Section 1. Proposal Title

_____

Section 2. Justification Statement

- ☐ What is the need/problem to be addressed?
- ☐ Who is proposed to do the work? (City staff/department, consultant, etc.)
- ☐ Why is the timing appropriate now?

Section 3. Impact Statement

- ☐ Estimated staff time (by department, if applicable)
- ☐ Expected costs or budget implications (consultant fees, legal review, etc.)
- ☐ Related/ongoing projects that may be affected

Section 4. Urgency

- ☐ Not urgent
- ☐ Urgent – If urgent, check all that apply and explain:
  - ☐ Potential financial loss
  - ☐ Legal implications
  - ☐ Public safety risks

Section 5. Strategic Alignment

- ☐ Explain how this proposal aligns with the City's Strategic Plan or Council priorities

Section 6. Proposal Type

- ☐ Significant project (requires staff analysis, legal opinion, or financial evaluation)
- ☐ Minor amendment/operational adjustment (exempt from full analysis)

Section 7. Certification

I certify that this request complies with the requirements of City Council Policy No. 105.

Signature of Requestor: _____ Date: _____

Signature of Co-Sponsor: _____ Date: _____

**RESOLUTION NO. 2025-**

**RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AMENDED CITY COUNCIL POLICY NO. 105, REQUEST BY A MEMBER OF THE CITY COUNCIL TO PLACE AN ITEM ON A CITY COUNCIL AGENDA**

**WHEREAS,** City of National City ("City") City Council has reviewed and determined the amendments proposed to this policy to be clear and effective process,

**WHEREAS,** has determined that the amendments are in compliance with the Ralph M. Brown Act,

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

Section 1: Authorize updates to the following City Council Policy: Policy No. 105 – Request by Member of the City Council to Place an Item on a City Council Agenda.

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

**PASSED and ADOPTED** this 21st day of October, 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, October 21, 2025**
**Approved by:** **Scott W. Huth, Interim City Manager**

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**SUBJECT:**
Update on Housing Production in the City

**RECOMMENDATION:**
File the Report

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

**EXPLANATION:**
Staff was asked to report to the City Council on the status of housing production in the City, particularly with regard to Accessory Dwelling Units (ADUs) and affordable housing. This report will discuss various issues surrounding housing development and current laws, actions, and projects related thereto.

Housing Production

The number of total residential units produced (completed) from July 1, 2024 to June 30, 2025 was 194, broken down as follows:

- Number of single-family units: 0
- Number of multi-family units: 159
- Number of ADUs: 35

The total number of residential permits issued during this timeframe was 110, broken down as follows:

- Number of single-family units: 15
- Number of multi-family units: 55
- Number of ADUs: 40

Within the same time period, 143 restricted affordable units were completed via public funding and one restricted affordable unit was completed via Density Bonus. The 143 restricted units were part of the Kimball Highlands project, which were completed in December 2024. The public funding included:

- Federal:
    - Low Income Housing Tax Credits
- State:
    - CalHFA Mixed-Income Program Loan
- Local:
    - Housing Authority Fund 501

With regard to the City's Regional Housing Needs Assessment (RHNA) allocation, 27 units (26 Low and one Above Moderate) were completed in 2025. This brings the City's total RHNA production numbers to 732 out of the 5,437 initially identified in SANDAG's 6th Cycle RHNA Determinations. A breakdown of the total RHNA units produced since adoption of the 2021-2029 Housing Element by year is shown in the following table:

| Income Level | | RHNA Allocation by Income Level | Projection Period - 06/30/2020-04/29/2021 | 2021 | 2022 | 2023 | 2024 | 2025 (through June 30) | Total Units to Date (all years) | Total Remaining RHNA by Income Level |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| Very Low | Deed Restricted | 645 | 0 | 1 | 33 | 0 | 57 | | 91 | 554 |
| | Non-Deed Restricted | | 0 | 0 | 0 | 0 | 0 | | | |
| Low | Deed Restricted | 506 | 6 | 1 | 113 | 0 | 36 | | 302 | 204 |
| | Non-Deed Restricted | | 3 | 8 | 28 | 49 | 32 | 26 | | |
| Moderate | Deed Restricted | 711 | 0 | 0 | 0 | 0 | 0 | | 0 | 711 |
| | Non-Deed Restricted | | 0 | 0 | 0 | 0 | 0 | | | |
| Above Moderate | | 3575 | 40 | 71 | 131 | 17 | 79 | 1 | 339 | 3236 |
| Total RHNA | | 5437 | | | | | | | | |
| Total Units | | | 49 | 81 | 305 | 66 | 204 | 27 | 732 | 4705 |

State Assembly and Senate Bills affecting Housing Production

The following bills are in effect as of this year and have direct implications on housing production in the City:

***SB 79***

Makes it faster and easier to build multi-family housing near transit stops, like train and rapid bus lines, by making it legal for more homes to be built in these areas. May affect Westside Specific Plan Area.

***SB 543***

Clarifies that SFR properties can have multiple types of ADUs such as a detached ADU, a conversion ADU and a JADU. In other words, a SFR property can have three ADUs.

***AB 130***

AB 130 amended multiple programs to encourage the development of more housing, including SB 4, SB 684/1123, CEQA, and the Coastal Act.

***SB 4 (YIGBY) Clarifications***

- Clarifies that the permitted ground-floor ancillary uses for SB 4 developments include childcare centers with no limit on the number of children.
- Specifies that the maximum allowable height for SB 4 projects is one story or 11 feet above the maximum height otherwise applicable to the parcel.

***SB 684/1123 Clarifications***

- A proposed subdivision under SB 684/1123 may designate a remainder parcel that retains existing land uses and structures, does not contain any new residential units, and is not exclusively dedicated to serving the housing project. The remainder parcel shall not be counted against the 10-parcel maximum of the program, and it shall not be included in the calculation of required residential density.
- A parcel created from a subdivision under SB 684/1123 shall not be sold, leased, or financed separately from other parcels unless it contains a residential structure, or is reserved for internal circulation/open space/common area.

**Transit Oriented Development Implementation Program**

- If a lead agency determines that a project will have a significant transportation impact, the lead agency may mitigate the transportation impact to a less than significant level by helping to fund or otherwise facilitating vehicle miles traveled-efficient affordable housing or related infrastructure projects, including by contributing to the Transit-Oriented Development Implementation Fund for purposes of the Transit-Oriented Development Implementation Program.
- A project applicant may also use the Transit-Oriented Development Implementation Fund as one optional strategy to mitigate a significant transportation impact.

**CEQA Infill Exemption**

- CEQA shall not apply to an infill housing development project that meets the following criteria:
    - The project has a density of at least 15 units per acre.
    - The project site is less than 20 acres.
    - The project complies with the applicable general plan and zoning ordinance.
    - No portion of the development is designated as visitor accommodations.
    - The project does not require the demolition of a designated historic structure.
    - The project site meets specified locational criteria.
    - If all units are dedicated to lower-income households, or if buildings are over 85 feet in height above grade, the project complies with specified labor requirements.

    - If the project is within 500 feet of a freeway, it complies with specified air filtration criteria.
- Projects that qualify pursuant to the criteria above must complete a formal tribal notification and consultation process.
- Projects must complete a phase I environmental assessment and mitigate any discovered hazards.
- Following the conclusion of the infill exemption process for qualifying projects, a local agency must approve or disapprove the project within 30 days.

**Coastal Zone Appeals**

- Multifamily housing projects that consist exclusively of residential uses and include four or more units are not appealable to the Coastal Commission if they comply with all of the following:
    - The project is outside of the area between the sea and the first public road paralleling the sea.
    - The project is not within 300 feet of the inland extent of any beach or of the mean high tideline.
    - The project is not on tidelands, submerged lands, public trust lands, or within 100 feet of any wetland, estuary, or stream.
    - The project is not within 300 feet of the top of the seaward face of any coastal bluff.

***SB 131***

SB 131 created new exemptions and carveouts from the California Environmental Quality Act (CEQA) for specified project types.

**"Near Miss"**

- Housing development projects that are not eligible for a CEQA exemption due to one condition and that are not located on "natural and protected lands" shall have the application of CEQA limited to only the single condition that disqualifies the project from the exemption. The EIR is not required to include any discussion of alternatives to the housing development project or the growth-inducing effects of the project.

**Rezonings**

- CEQA shall not apply to a rezoning that implements actions contained in an approved housing element, unless the rezoning would allow for the construction of a distribution center or for oil and gas infrastructure, or if the rezoning would allow construction on any "natural and protected lands."

**Wildfire Risk Reduction**

CEQA shall not apply to the following wildfire risk reduction projects:

- Prescribed fire or fuel reduction projects, except in coastal sage scrub habitats or any other sensitive habitats, if all the following requirements are met:
    - The project shall not exceed 50 contiguous acres and shall be located within ½ mile of a subdivision with 30 or more dwelling units.
    - The lead agency shall consult with the Department of Fish and Wildlife to ensure that the project is designed to avoid or minimize impacts to specified plants and wildlife, and wildlife nursery sites.
    - The lead agency shall design the project to avoid impacts to riparian areas and water quality.
    - The lead agency shall identify and protect tribal cultural resources to the extent feasible.
- Projects consisting of defensible space fire clearance of up to 100 feet, as measured from the centerline of the roadway, for a public roadway identified as an egress and evacuation route for a subdivision or community of 30 or more dwelling units, to remove flammable vegetation or trees of less than 12 inches in diameter as measured at chest height.
- Projects consisting of the establishment or enhancement of residential home hardening or defensible space for wildfire risk reduction within 200 feet of a legal structure located in a high or very high wildfire hazard zone.
- Projects consisting of fuel breaks that extend up to 200 feet from structures, including clearance of flammable vegetation or trees of less than 12 inches in diameter as measured at chest height.

**Advanced Manufacturing Facilities**

- CEQA shall not apply to a project that consists exclusively of a facility for advanced manufacturing, as defined in Section 26003 of the Public Resources Code, if the project is located on a site zoned exclusively for industrial uses.

<u>Status of previous State Assembly and Senate Bills</u>

The City Council has previously requested information related to the status Assembly and Senate Bills that were presented in previous staff reports. In particular, SB 9, SB 10, and AB 1033.

***SB 9*** – SB 9 refers to a California law, also known as the Housing Opportunity and More Efficiency (HOME) Act, that allows for single-family lots to be split into two lots and/or for two units to be built on a single-family zoned lot. Its main purpose is to increase housing supply by streamlining the process for developing smaller housing units on existing lots. The law enables up to four units to be built on a lot previously restricted to a single-family home, with some restrictions. *While the Planning Division has processed a handful of SB 9 lot splits, the majority of SB 9 developments have been for two primary units on a lot (which may also allow for up to two detached ADUs).*

***SB 10 –*** SB 10 provides tools for local governments to zone for up to ten homes per parcel in transit-rich areas, or urban infill sites. SB 10 maintains local control, as a local legislative body must pass a resolution to adopt the plan. *No such Ordinance has been contemplated or adopted by the City as of now.*

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***AB 1033*** - Assembly Bill (AB) 1033 (Government Code Sections 65852.2), adopted in 2023, allows local agencies to adopt an ordinance to permit the separate sale or conveyance of accessory dwelling units and the primary dwelling unit as condominiums. AB 1033 would allow ADUs to be considered a separate property and sold independently from the primary residence. *No such Ordinance has been contemplated or adopted by the City as of now.*

***SB 1211*** – SB 1211 (2024) increased the previous restriction on the number of ADUs on a multifamily property that can be detached from 2 to up to 8, depending on the existing number of multifamily units on the site. SB 1211 also prohibits local governments from requiring replacement of surface parking spaces when existing parking is repurposed for ADUs. *No SB 1211 projects have been submitted to date.*

**FINANCIAL STATEMENT:**
Not Applicable

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

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

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

**ORDINANCE:**
Not Applicable

**EXHIBITS:**
Not Applicable

# AGENDA REPORT

**Department:** City Manager's Office
**Prepared by:** Daniel Gonzalez, Executive Assistant III
**Meeting Date:** Tuesday, October 21, 2025
**Approved by:** Scott W. Huth, Interim City Manager

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**SUBJECT:**
Follow-Up to Policy 105 Request – Activating Cultural Economic (ACE) Opportunities Initiative Presentation

**RECOMMENDATION:**
That the City Council Receive a Formal Presentation from the National City Chamber of Commerce on the Activating Cultural Economic (ACE) Opportunities Initiative and Provide Council Discussion and Direction on Next Steps.

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

**EXPLANATION:**
On August 19, 2025, the City Council considered a Policy 105 request submitted by Vice-Mayor Marcus Bush to place the ACE Opportunities Initiative on a future agenda for discussion. The request sought Council consideration of a partnership opportunity with the National City Chamber of Commerce to develop and promote community-wide cultural and economic activation events. The purpose of this follow-up item is to provide the City Council with a formal presentation from the Chamber of Commerce on the ACE Initiative concept. The presentation will outline program goals, potential community and economic benefits, and opportunities for collaboration with the City.

This meeting serves as the Council's opportunity to review, discuss, and deliberate on the initiative prior to any potential future action or funding consideration.

Background on the ACE Initiative

- Proposed by the National City Chamber of Commerce to celebrate National City's heritage, foster civic pride, and strengthen community engagement.
- Envisions a series of arts, cultural, and economic events—including a multicultural street festival—to attract visitors and support local businesses.
- Aims to position National City as a regional destination for food, music, and culture while promoting inclusive participation and local vendor opportunities.

**Next Steps**
Following the Council's discussion and feedback, staff will work with the Chamber to prepare a subsequent Council action item for formal consideration of any partnership terms, funding proposals, or implementation strategies identified through this presentation.

**FINANCIAL STATEMENT:**
There is no fiscal impact associated with this agenda item. Any future funding proposals related to the ACE Initiative will be brought to the City Council separately for consideration and approval.

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

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

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

**ORDINANCE:**
Not Applicable

**EXHIBIT:**
Not Applicable